



Town Council
Tuesday, January 10, 2023
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.*

TOWN COUNCIL MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

1. Microsoft Teams meeting
Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 293 000 618 757

Passcode: us8DoX

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 469-770-0416,,518696766#](#) United States, Dallas

Phone Conference ID: 518 696 766#

- **Please note: All participants must remain muted until they are requested to speak. This will reduce background noise disruptions to the meeting attendees.**
- **When it's your turn to speak, 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 - 6:05 PM *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 - 6:10 PM *Presentations are limited to 5 minutes. Invited presentations are limited to 10 minutes if prior arrangements are made with the Town Clerk.*

1. Mike Imhof, Vail Valley Foundation - 2023 Showdowntown

CONSENT AGENDA - 6:20 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 - December 13, 2022
2. Bill Pay - December 2022
3. Resolution 01, Series 2023, "A Resolution of the Town Council of the Town of Eagle, Colorado Authorizing the Release of the Temporary Performance Guarantee received for construction of certain public improvements at the Reserve at Hockett Gulch project."
4. Resolution 03, Series 2023, "A Resolution Designating the Place for Posting of Notices of Meetings for the Boards and Commissions of the Town of Eagle"
5. Resolution 04, Series 2023, " 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"

STAFF REPORTS - 6:25 PM *The Town Manager and department staff prepare and provide internal updates to the council.*

1. Town Manager Update
2. Department Update - December 2022

LIQUOR LICENSE AUTHORITY - 6:30 PM

1. PUBLIC HEARING: Transfer of Ownership, Applicant: Chair 4 LLC dba El Segundo - Brew Pub License - 1020 Capitol Street

BUSINESS ITEMS - 6:35 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 02, Series 2023, "A Resolution by the Town Council of the Town of Eagle, Colorado, appointing Anna Nakae to fulfill an existing term through 2024 as the alternate Committee member on the Open Space and Recreation Advisory Committee."
2. PUBLIC HEARING: File LURA23-01, Amend Sections 4.04.010, 4.04.070, 4.04.090, 4.04.100, and 4.07.080, inserting information creating a new zone district, Commercial General East, in the Town's municipal code
3. Eagle Pool Replacement Project Funding Recommendation and Motion To Fund Up To \$250,000 For Continued Planning Work Related To The Project

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS - 7:15 PM

1. Future Agenda Items
2. Council Committee Updates

ADJOURN - 7:25 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 – Eagle Guest



SHOWDOWN TOWN | Eagle, CO

ShowDown Town Free Concert Series

ShowDown Town, a free, family-friendly concert series was established by the Vail Valley Foundation in the Town of Eagle in July of 1998. This free summer music experience is a beloved and iconic part of the Eagle Community. Over the course of the past ~25 years, the Vail Valley Foundation has produced approximately 175 Showdown Town concerts reaching over 125,000 guests. Each summer on approximately seven (7) Thursday evenings, ShowDown Town provides a variety of musical entertainment to please all tastes, as well as food vendors, sponsors, give-a-ways and family friendly activities.



SHOWDOWN TOWN EVENT HIGHLIGHTS (Annual Averages)

91% of attendees came to Eagle specifically for the event



6-7 SHOWS PER SUMMER

Thursdays:
June July & August



5,000

Estimated annual attendance
86% attend w/children under 18



4.3 Average # of concerts
attended

3 Average group size



91

Net promoter score

99%

"Very" - "Extremely Likely"
to return



15 Community partners &
sponsorship



25-54 Average age demographic

55% Male / 45% Female

76% Have completed 4+ years of
higher education

90% own a home



Estimated annual revenue generated to the Town of Eagle is \$85,000

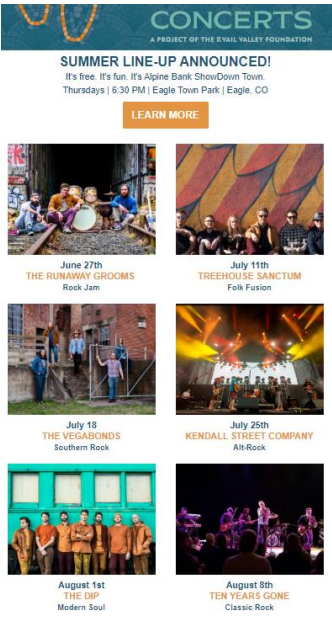
SHOWDOWN TOWN | MARKETING HIGHLIGHTS

Each year, the VVF utilizes a variety of channels to promote and market the ShowDown Town concert series. On average, 200 posters & 500 rack cards are created and distributed in Eagle County, 15 print ads are designed and purchased, 7 email blasts are deployed to the VVF concert database and Showdown Town is mentioned in multiple VVF announcements & articles. Across marketing, sales and operations, the Vail Valley dedicates nine full time employees and multiple independent contractors to ensure the ShowDown Town series is produced at a high level of excellence with guest safety and guest experience always our number one priority.

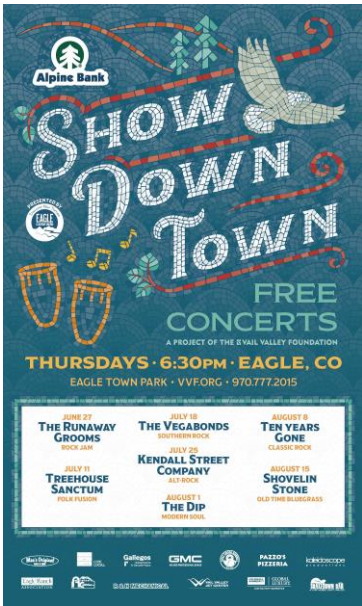
Print



Email



Poster



Web



Social



SHOWDOWN TOWN | BUDGET IMPACT

Operating the ShowDown Town series is an expensive project for the VVF. In the last two years, our expenses have grown exponentially making this unique project more difficult to produce. Operating expenses alone are now totaling over \$200,000 per year.

Operation & production of SDT includes the following:

- All booking, advance work, and on-site artist management.
- Vendor management including sound, backline, stagehands.
- All Marketing, promotions & signage.
- Securing & managing sponsors & vendors.
- Venue management, announcer & waste management.
- Budget management

Revenues for ShowDown Town range between \$40,000 - \$50,000 per year.

The VVF sees great value in continuing with the Showdown Town series. We believe it is a very special project that is cherished by our Eagle community. However, due to the rising costs across the board and the very limited revenue streams tied to a free, BYOB, community concert series, the VVF is requesting that the Town of Eagle consider an increase in their annual funding of this project.

Revenues		
Town of Eagle Gov't Support	\$15,000	
Title Sponsor	\$15,000	
Community Sponsors & Vendors	\$20,000	
Total Revenue	\$50,000	
Expenses		
MKTG	\$28,000	Print, Digital, Creative Development, Survey, Video
SIGNAGE	\$1,000	Stage Backdrop, A Frames
PART TIME LABOR	\$3,000	Artist advance, stage management, day-of artist management
FULL TIME LABOR	\$150,000	VVF Staff salary allocations – 3 Ops, 4 Sales, 2 Marketing
PRODUCTION	\$14,000	Sound & Backline (\$2000/show) + a contingency
TALENT	\$18,000	Six Bands at an average of \$3,000 each
BAND HOSPITALITY	\$1,500	Beer, water, towels, meal buyouts
LODGING	\$2,500	
SUPPLIES	\$1,000	
ANNOUNCER	\$1,500	
TOTAL EXPENSE	\$220,500	

SHOWDOWN TOWN - Eagle, CO

We are respectfully asking Eagle Town Council to consider increasing annual Town of Eagle Funding for ShowDown Town to:

- \$50,000 for summer 2023
- \$50,000 for summer 2024
- \$55,000 for summer 2025
- \$55,000 for summer 2026
- \$60,000 for summer 2027



[More Event Photos HERE](#)

Photos by Jon Resnick.

SHOWDOWN TOWN

SNAPSHOT OF PARTNERS/SPONSORS:



A PROJECT OF THE VAIL VALLEY FOUNDATION



MEETING MINUTES
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TOWN COUNCIL MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

1. This was an in-person meeting with access via Microsoft Teams.

CALL TO ORDER - 6:00 PM

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

ROLL CALL

COUNCILMEMBERS PRESENT

Mikel Kerst, Scott Turnipseed, Ellen Bodenhemier, Janet Bartnik, Geoffrey Grimmer, Sarah Parrish, Nick Sunday

COUNCILMEMBERS ABSENT

STAFF PRESENT

Larry Pardee, Town Manager
Matt Mire, Town Attorney
Jenny Rakow, Town Clerk
Jill Kane, Finance Director/Treasurer
Chad Phillips, Comm Dev Director/Town Planner
Tom Gosiorowski, Public Works Director
Derek Bos, Police Chief
Cliff Simonton, Senior Planner
Dennis Wike, Engineer
Peyton Heitzman, Planner
Lynette Horan, Human Resources Manager
Jessica Lake, Planner
Eddie Wilson, Building Official
Nikki Davis, Community Development
Jackie VanEyll, Permit Technician
Carrie Buhlman, Lieutenant
Molly Furtado, Special Events Manager
Kevin Aoki, IT Manager

ADOPTION OF AGENDA

There were no changes to the agenda.

MOTION: Councilmember Janet Bartnik motioned to approve the agenda as presented. The motion was seconded and passed with a vote of 7 in favor (Kerst, Turnipseed, Bodenhemier, Bartnik, Grimmer, Parrish, and Sunday) and 0 opposed.

PUBLIC COMMENT

Mayor Scott Turnipseed opened public comment. There was no public comment.

PRESENTATIONS

1. CC4CA, Jacob Smith
Jacob Smith presented this item.
2. Eagle County Historical Society Annual Update, Kathy Heicher

CONSENT AGENDA

MOTION: Councilmember Nick Sunday motioned to approve the consent agenda. The motion was seconded and passed with a vote of 7 in favor (Kerst, Turnipseed, Bodenheimier, Bartnik, Grimmer, Parrish, and Sunday) and 0 opposed.

1. Minutes - November 8, 2022
2. Bill Pay - November 2022
3. Resolution 88, Series 2022, "A Resolution of the Town Council of the Town of Eagle, Colorado Ratifying the Town's Three-Mile Plan Adopted by the Planning and Zoning Commission"
4. Resolution 89, Series 2022, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Development Agreement for Construction of a Mixed-Use Building at 1200 Capitol Street"
5. Resolution 90, Series 2022, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving the First Amendment to the Pre-Development Agreement with Eagle Meadows"
6. Resolution 91, Series 2022, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Developer Commitment for Haymeadow"
7. Resolution 92, Series 2022, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving the 4th Amendment to the Haymeadow Annexation and Development Agreement"
8. Resolution 94, Series 2022 " A Resolution of the Town Council of the Town of Eagle, Colorado Approving an Agreement for Professional Services with Economic & Planning Systems, Inc. to Complete at Economic Development Plan Study"
9. Resolution 95, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado, Approving a Contract for the Eby Creek Art Mural Project At Chambers and Construction Agreement with Patriacca Construction Inc."

STAFF REPORTS

1. Town Manager Update
Requested to confirm the River Park Work Session in January and to add date for Work Session with Mountain Recreation in February.
2. Department Update
Council comments: discussion on closure of parking lot by community gardens to reduce interactions with elk. Same issue is occurring at the pavilion. Staff is working with CPW officers to address complaints. Larry Pardee has authorized closures of the entire area if we need to. Inquiry on recruitment of positions and request to plan

ahead for the open positions. Larry is working with Lynette or prioritizing and getting equipment purchased. The Council welcomed the new police chief Derek Bos.

Requested a report from finance on 2022 sales tax compared with the budget.

3. Third Quarter Sales Tax Report

LIQUOR LICENSE AUTHORITY

1. PUBLIC HEARING: Transfer of Ownership of a Tavern License- Applicant: Your Father's Office LLC dba Second Street Tavern

Mayor Scott Turnipseed opened the public hearing.

Applicant Brian Kunkel was present for this item.

Mayor Scott Turnipseed opened public comment. There was no public comment (some shouting for “let’s do this”).

MOTION: Councilmember Janet Bartnik motioned to approve the Findings and Order approving a Transfer of Ownership of a Tavern License for Your Father's Office LLC - located at 127 West Second Street and direct the Mayor and Town Clerk to sign and submit the application to the State of Colorado.. The motion was seconded and passed with a vote of 7 in favor (Kerst, Turnipseed, Bodenhemier, Bartnik, Grimmer, Parrish, and Sunday) and 0 opposed.

BUSINESS ITEMS

1. PUBLIC HEARING: File #DR22-06, A Major Development Permit Application to Renovate the Existing Haymeadow Cabin and Grade and Landscape the Surrounding Area for an Outdoor Events Venue (REQUEST TO TABLE)
Mayor Scott Turnipseed opened the public hearing for File #DR22-06, A Major Development Permit Application to Renovate the Existing Haymeadow Cabin and Grade and Landscape the Surrounding Area for an Outdoor Events Venue.

Mayor Scott Turnipseed opened public comment. There was no public comment.

MOTION: Councilmember Janet Bartnik motioned to table File #DR22-06, A Major Development Permit Application to Renovate the Existing Haymeadow Cabin and Grade and Landscape the Surrounding Area for an Outdoor Events Venue indefinitely. The motion was seconded and passed with a vote of 7 in favor (Kerst, Turnipseed, Bodenhemier, Bartnik, Grimmer, Parrish, and Sunday) and 0 opposed.

2. 2023 MEAC Recommendations for Event Funding
Molly Furtado opened this item and requested council approval.

Mayor Scott Turnipseed stated he would allow public comment on this item.

Tara Novak - Eagle Arts. Expressed concern with the Block Party and impact on downtown businesses. Presented Resolution outlining the Downtown Business Alliance concerns and requests signed by business owners. Requested that the Council hold off on permitting and funding of this event.

Jennifer Filipowski – Eagle Arts. Expressed concern with the Block Party and impact on downtown businesses. Would like the town to research event promoters and require them to compensate business owners.

Rachel Smiley owner of Everyday Outfitters. Expressed concern with the Block Party and negative impact on her

downtown business during the event

Adrienne Cavallario owner of Roam. Expressed concern about the Block Party and its negative impact on her downtown business during the event.

Maryann Morrison and Jamie Harrison - Eagle Mushroom Festival. The Block Party date is the same weekend as the Mushroom Festival which presents a conflict for attendees and lodging. Concerned they may not be able to pay for vendors if they have a reduction in ticket sales.

Bryan Woods - Downtown Business Alliance. Would like to know enthusiastic support and management of Christmas on Broadway if it is not the DBA. Requested that the Community Table event be held on the Sunday before school starts to increase attendance. The Community Table event would be the same weekend as Block Party in 2023 if that Sunday is chosen and will present a conflict. Requested that the Council withhold funding for the Block Party event and not approve in its current form.

Holli Snyder – MEAC chair. Expressed support for MEAC decision on the Block Party and stated they were not aware of these concerns until now.

Ted Wenninger – event promoter of Eagle Block Party. Expressed disappointment that the Block Party was unhelpful to businesses. The date change was necessary as multiple event promoters are shrinking the ability to get talent for events. They are blocked by other venues from booking any other talent. The event does not turn a profit. Moving the venue would be difficult and more expensive.

Anna Robinson - MEAC member. Expressed support for MEAC's decision on the Block Party and are willing to work with the business community to make this work.

Mayor Scott Turnipseed closed public comment.

Council comments: clarified that approving the funding requests does not approve the event, as they must still submit an application for town approval. Expressed support of additional funding for Christmas on Broadway if it is organized by the Downtown Business Alliance. Discussion on tabling of this until event concerns are addressed. Discussion on allowing MEAC to work with event promoters to work out the business concerns and date conflicts.

MOTION: Councilmember Janet Bartnik motioned to approve the 2023 MEAC Recommendations for Event Funding. The motion was seconded and passed with a vote of 6 in favor (Kerst, Turnipseed, Bodenheimier, Bartnik, Parrish, and Sunday) and 1 opposed (Grimmer).

3. Ordinance 22, Series 2022, "An Ordinance of the Town Council of the Town of Eagle, Colorado, Amending Section 3.05.050.B of the Eagle Municipal Code Concerning the Collection and Administration of the Town's Use Tax" Jill Kane Finance Director presented this item.

MOTION: Councilmember Ellen Bodenheimier motioned to approve Ordinance 22, Series 2022, "An Ordinance of the Town Council of the Town of Eagle, Colorado, Amending Section 3.05.050.B of the Eagle Municipal Code Concerning the Collection and Administration of the Town's Use Tax". The motion was seconded and passed with a vote of 7 in favor (Kerst, Turnipseed, Bodenheimier, Bartnik, Grimmer, Parrish, and Sunday) and 0 opposed.

4. Resolution 84, Series 2022, "A Resolution of the Town Council of the Town of Eagle, Colorado, Establishing and Adopting a Fee Schedule Pursuant to 2.34 of the Eagle Municipal Code"

MOTION: Councilmember Janet Bartnik motioned to approve Resolution 84, Series 2022, "A Resolution of the Town Council of the Town of Eagle, Colorado, Establishing and Adopting a Fee Schedule Pursuant to 2.34 of the Eagle Municipal Code". The motion was seconded and with a vote of 7 in favor (Kerst, Turnipseed,

Bodenhemier, Bartnik, Grimmer, Parrish, and Sunday) and 0 opposed.

5. Resolution 93, Series 2022, "A Resolution Levying General Property Taxes For the Year 2022, To Help Defray the Costs of Government for the Town of Eagle, Colorado, for the 2023 Budget Year"

Council comments: expressed interest in ballot question to voters so we can adjust the mil levy.

MOTION: Councilmember Sarah Parrish motioned to approve Resolution 93, Series 2022, "A Resolution Levying General Property Taxes For the Year 2022, To Help Defray the Costs of Government for the Town of Eagle, Colorado, for the 2023 Budget Year". The motion was seconded and passed with a vote of 7 in favor (Kerst, Turnipseed, Bodenhemier, Bartnik, Grimmer, Parrish, and Sunday) and 0 opposed.

6. Resolution 86, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado to Work with Eagle County Communities to Implement the 2021 International Energy Conservation Code and to Identify and Adopt Supporting Amendments that Align with State Law and Support the Implementation of the Climate Action Goals Identified by the Climate Action Collaborative for the Eagle County Community."

MOTION: Councilmember Geoffrey Grimmer motioned to approve Resolution 86, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado to Work with Eagle County Communities to Implement the 2021 International Energy Conservation Code and to Identify and Adopt Supporting Amendments that Align with State Law and Support the Implementation of the Climate Action Goals Identified by the Climate Action Collaborative for the Eagle County Community.". The motion was seconded and passed with a vote of 7 in favor (Kerst, Turnipseed, Bodenhemier, Bartnik, Grimmer, Parrish, and Sunday) and 0 opposed.

7. Resolution 87, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado Concerning Appointments to the Eagle Valley Transportation Authority Board"

Council comments: Janet Bartnik and Nick Sunday were nominated.

MOTION: Councilmember Sarah Parrish motioned to approve Resolution 87, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado Concerning Appointments to the Eagle Valley Transportation Authority Board" and appointing Janet Bartnik as board member and Nick Sunday as alternate. The motion was seconded and passed with a vote of 7 in favor (Kerst, Turnipseed, Bodenhemier, Bartnik, Grimmer, Parrish, and Sunday) and 0 opposed.

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS

1. Future Agenda Items

Council Member Bodenhemier inquired about parked cars on Third Street during snow events. Public works is working to address this issue and similar issues relating to code enforcement and snow clearing.

2. Council Committee Updates

Council Member Bodenhemier OSRAC is currently testing a dusk to dawn voluntary closure.

A grant related to a wildlife social campaign will be forthcoming.

There are some new opportunities for Eagle Ranch Housing Corp funding.

Council Member Sarah Parrish stated that MEAC was thoughtful with their time and effort on the event budget request to Council.

The Downtown Development Authority is disappointed in the budget amount for 2023, however, they have some options and it will take a mind shift until funding streams improve for them.

Council Member Geoff Grimmer was pleased with the Sylvan Lake Road Work Session and options for pedestrian and traffic calming.

Has attended NWCCOG meetings and was given a report regarding the region that he will share with the Council.

Will also get a better link to CC4CA for us to join and also volunteered to be on the CC4CA.

Council Member Nick Sunday stated the Economic Vitality Committee is excited about the Economic Planning study the council approved tonight.

Council Member Ellen Bodenheimer inquired if the Block Party would be put on an upcoming agenda. Mayor Scott Turnipseed stated he would rather have Molly and Ted meet with the DBA and the others to see if they can work it out. If they cannot we can bring it back.

Mayor Scott Turnipseed stated he attended the staff holiday party and enjoyed it. Also sent an email today to everyone thanking them for their hard work and looking forward to 2023.

ADJOURN - 8:00 PM

MOTION: Councilmember Mikel Kerst motioned to adjourn. The motion was seconded and passed with a vote of 7 in favor (Kerst, Turnipseed, Bodenhemier, Bartnik, Grimmer, Parrish, and Sunday) and 0 opposed.

Date:

Scott Turnipseed, Mayor

Jenny Rakow, CMC Town Clerk

**BILL SCHEDULE
DECEMBER 2022**

GENERAL FUND

Town Council

CEBT	Health & Insurance Benefits	18.00
King Soopers Customer Charges	Meeting Expense	68.74
Pazzo's Pizza	Meeting Expense	201.70
Red Canyon Café	Meeting Expense	215.40
Walking Mountains Science Center	Special Council Funding - Solar Rebate Program	5,147.00
Castle Lodge #122	Community Requests	833.00
Speak Up Reach Out	Community Requests	1,083.00
Vail Mountain Rescue Group Inc	Community Requests	583.00
Vail Valley Eagles Basketball Club	Community Requests	767.00

Total Town Council **\$ 8,916.84**

General Government

CEBT	Health & Insurance Benefits	809.95
Rocky Mountain Reserve LLC	Health & Insurance Benefits	22.42
Standard Insurance Company	Health & Insurance Benefits	71.10
Cintas Corporation	Office Supplies	35.68
Costco	Office Supplies	5.92
Employer's Council Services, Inc.	Recruitment	700.00
ICMA	Recruitment	487.50
Mountain Careers	Recruitment	39.75
Red Canyon Café	Recruitment	80.00
Hoffman, Parker, Wilson & Carberry PC	Legal - General	1,865.50
Amazon	Public Relations	137.86
City Market	Public Relations	97.52
Copy Plus	Public Relations	13.00
Costco	Public Relations	76.44
Crawlin' To A Cure	Public Relations	75.00
Desserts By Deliverbry	Public Relations	132.00
Red Canyon Café	Public Relations	394.45

Total General Government **\$ 5,044.09**

General Administration

Fedishen, Michael	Utility Overpayment Refund	250.00
Mackey, Caleb	Utility Overpayment Refund	1.25
McMullen, Tom & Diane	Utility Overpayment Refund	734.55
Saunders, Ann Marie	Utility Overpayment Refund	47.21
Smith, Kandra & Farrell, Brian	Utility Overpayment Refund	78.66
Whitewater Express	Taxes And Other Receivables	(222.45)
Hedrick, Ronald	Performance Guarantees	6,696.00
Family Support Registry	Misc. Deductions Payable	220.14
Beauchamp, Robert	Facility Usage Deposit Refund	375.00
Calzadillas, Rey	Facility Usage Deposit Refund	375.00
Connect Church	Facility Usage Deposit Refund	750.00
Eagle County Conservation District	Facility Usage Deposit Refund	750.00
Eagle Mushroom & Wild Food Festival	Facility Usage Deposit Refund	650.00
Eagle Valley Child Care Association	Facility Usage Deposit Refund	750.00
Gregory, Allyson	Facility Usage Deposit Refund	750.00
Griffin, Gisela	Facility Usage Deposit Refund	650.00

General Administration (Cont.)

Hernandez, Tony	Facility Usage Deposit Refund	375.00
Loera, Cristina	Facility Usage Deposit Refund	375.00
Martinez, Rosa	Facility Usage Deposit Refund	375.00
Molinar, Ale	Facility Usage Deposit Refund	750.00
Moore, Kenneth	Facility Usage Deposit Refund	625.00
Mountain Beverage	Facility Usage Deposit Refund	750.00
Mountain Pride	Facility Usage Deposit Refund	750.00
Mountain Pride	Facility Usage Deposit Refund	750.00
Old Growth Tree Service	Facility Usage Deposit Refund	750.00
Patterson, Chawntee	Facility Usage Deposit Refund	750.00
Rodelas, Rafael	Facility Usage Deposit Refund	375.00
Skyline Mechanical, Inc.	Facility Usage Deposit Refund	726.32
Speak Up Reach Out	Facility Usage Deposit Refund	1,125.00
Tecla, Jackie	Facility Usage Deposit Refund	190.50
Torres, Abby	Facility Usage Deposit Refund	750.00
Villegas, Silvia	Facility Usage Deposit Refund	359.78
CEBT	Health & Insurance Benefits	6,462.04
Rocky Mountain Reserve LLC	Health & Insurance Benefits	198.61
Standard Insurance Company	Health & Insurance Benefits	398.54
Cintas Corporation	Office Supplies	202.17
Costco	Office Supplies	33.56
Pitney Bowes Global Financial Services	Office Supplies	59.49
Eagle County Fleet Service	Vehicle Repair & Maintenance Supplies	550.07
Cardoza, Denise	Employee Appreciation	17.50
Colorado Mtn. News Media	Legal Notices	849.80
Column Software, PBC	Legal Notices	18.32
Mailchimp	Dues & Subscriptions	73.99
Chase Paymentech	C.C. Transaction Fees	61.23
Forte Payments	C.C. Transaction Fees	146.58
Xpress Bill Pay	C.C. Transaction Fees	27.77
Hoffman, Parker, Wilson & Carberry Pc	Legal	471.50
Eagle County Fleet Service	Repair & Maintenance Services	301.59
Caselle, Inc.	Computer Support	4,880.55
Xpress Bill Pay	Computer Support	50.00
Airbnb	Travel	257.97
Airbnb	Travel	(37.18)
Red Canyon Café	Meeting Expense	46.00
Second Nature Gourmet	Meeting Expense	1,641.00
Shannon, Christopher Patrick	Meeting Expense	250.00
King Soopers Customer Charges	Public Relations	64.13
Total General Administration		\$ 39,657.19

Community Development

CEBT	Health & Insurance Benefits	8,115.50
Rocky Mountain Reserve LLC	Health & Insurance Benefits	313.84
Standard Insurance Company	Health & Insurance Benefits	593.96
Amazon	Office Supplies	421.85
Vail Valley Cares Thrifty	Office Supplies	16.00
Eagle County Fleet Service	Vehicle Repair & Maintenance Supplies	550.06
Two Valley Tire LLC	Vehicle Repair & Maintenance Supplies	45.00
Fleet Services	Gas & Oil	92.75

Community Development (Cont.)

Two Valley Tire LLC	Gas & Oil	35.00
Column Software, PBC	Legal Notices	31.60
Mountain Careers	Recruitment	39.75
Baseline Engineering Corporation	Professional Services	115.00
Clarion Associates, LLC	Professional Services	4,088.71
Economic & Planning Systems, Inc.	Professional Services	9,117.78
JHW Plan Review Services	Professional Services	163.00
McCool Development Solutions, LLC	Professional Services	2,200.00
Column Software, PBC	Planning Reimbursable	62.90
Garfield & Hecht, P.C.	Planning Reimbursable	1,694.00
Hoffman, Parker, Wilson & Carberry PC	Planning Reimbursable	3,945.50
LRE Water	Planning Reimbursable	18,659.50
McCool Development Solutions, LLC	Planning Reimbursable	2,400.00
Hoffman, Parker, Wilson & Carberry PC	Legal	1,332.50
Eagle County Fleet Service	Repair & Maintenance Services	301.58
Two Valley Tire LLC	Repair & Maintenance Services	45.00
Monday.Com	Computer Support	960.00
Viceroy Snowmass	Travel Expense	(112.12)
Town Of Gypsum	Contract Services	1,402.50
Valley Home Store LLC	Contract Services	2,500.00
Heitzman, Peyton	Tuition & Books	295.00
Total Community Development		\$ 59,426.16

Municipal Court

CEBT	Health & Insurance Benefits	243.15
Rocky Mountain Reserve LLC	Health & Insurance Benefits	6.72
Standard Insurance Company	Health & Insurance Benefits	13.64
Carlson, Edwards & O'Connor P.C.	Legal	1,500.00
Hoffman, Parker, Wilson & Carberry PC	Legal	164.00
Caselle, Inc.	Computer Support	824.16
Johnson, Erik A.	Contract Payments	750.00
Total Municipal Court		\$ 3,501.67

Streets

CEBT	Health & Insurance Benefits	5,550.89
Rocky Mountain Reserve LLC	Health & Insurance Benefits	293.65
Standard Insurance Company	Health & Insurance Benefits	386.17
Amazon	Office Supplies	8.95
Cintas Corporation	Office Supplies	42.54
Copy Plus	Operating Supplies	17.00
Jimenez, Leo	Operating Supplies	16.40
Rose, Lance	Uniforms	249.99
Alpine Lumber Co.	Repair & Maintenance Supplies	72.28
Auto Truck Group, LLC	Repair & Maintenance Supplies	88.07
Colorado Barricade	Repair & Maintenance Supplies	564.00
Ferguson Enterprises, Inc.	Repair & Maintenance Supplies	153.12
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	(35.98)
J & S Contractors Supply Co.	Repair & Maintenance Supplies	541.18
Lawson Products	Repair & Maintenance Supplies	420.12
Mac Equipment Inc	Repair & Maintenance Supplies	323.58
Oldcastle SW Group Inc	Repair & Maintenance Supplies	360.13

Streets (Cont.)

Rexel USA, Inc	Repair & Maintenance Supplies	757.72
Wagner Equipment Co	Repair & Maintenance Supplies	847.29
Wear Parts & Equip Co, Inc	Repair & Maintenance Supplies	643.50
Whitehall's Alpine BG	Repair & Maintenance Supplies	70.50
Town Of Avon	Vehicle Repair & Maintenance Supplies	157.07
Two Valley Tire LLC	Vehicle Repair & Maintenance Supplies	69.00
Fleet Services	Gas & Oil	1,944.67
G & S Tool Clinic, LLC	Equipment (Non-Capital)	1,417.25
Real Truck Essentials	Equipment (Non-Capital)	958.00
Auto Truck Group, LLC	Communication & Shipping	20.00
Colorado Barricade	Communication & Shipping	42.44
G & S Tool Clinic, LLC	Communication & Shipping	80.00
Lawson Products	Communication & Shipping	35.08
Mac Equipment Inc	Communication & Shipping	27.74
Column Software, PBC	Legal Notices	41.49
Colo Motor Vehicle Services	Dues & Subscriptions	192.94
Holy Cross Energy	Utility Services	6,043.39
Mountain Careers	Recruitment	39.75
Eagle County Solid Waste & Recycling	Repair & Maintenance Services	58.08
Mountain Striping, Inc.	Repair & Maintenance Services	23,160.00
Native Electric	Repair & Maintenance Services	1,030.00
Town Of Avon	Repair & Maintenance Services	375.00
Two Valley Tire LLC	Repair & Maintenance Services	325.00
Utility Notification Center Of Colorado	Repair & Maintenance Services	173.32
360 Civil, Inc.	Street Resurfacing	38,645.26
Caselle, Inc.	Computer Support	54.23
Ceres Landcare	Tree Management-Comm Forestry	500.00
Wagner Equipment Co	Other Prepaid Expenses	32,795.84
Wagner Equipment Co	Winter Snow Equipment Rental	13,504.16
Total Streets		\$ 133,060.81

Public Safety

CEBT	Health & Insurance Benefits	25,023.49
Rocky Mountain Reserve LLC	Health & Insurance Benefits	625.45
Standard Insurance Company	Health & Insurance Benefits	1,278.84
Amazon	Office Supplies	31.79
Costco	Office Supplies	90.36
Vista Print	Office Supplies	36.00
Amazon	Operating Supplies	496.72
Starting Hearts	Operating Supplies	38.00
Stop Stick, Ltd	Operating Supplies	970.00
Emblems Inc	Uniforms	530.00
Galls, LLC	Uniforms	270.00
Skaggs Companies, Inc	Uniforms	1,387.00
Auto Zone, Inc	Vehicle Repair & Maintenance Supplies	152.32
Eagle County Fleet Service	Vehicle Repair & Maintenance Supplies	696.24
Fas-Break Auto Glass	Vehicle Repair & Maintenance Supplies	337.04
Two Valley Tire LLC	Vehicle Repair & Mtn Supplies	166.49
Fleet Services	Gas & Oil	3,071.77
Starting Hearts	Equipment (Non-Capital)	2,390.00
Federal Express Corp.	Communication & Shipping	28.42

Public Safety (Cont.)

Galls, LLC	Communication & Shipping	4.99
RC Brown Investigations	Communication & Shipping	49.84
Stop Stick, Ltd	Communication & Shipping	40.00
Vista Print	Communication & Shipping	11.99
Colo Motor Vehicle Services	Dues & Subscriptions	48.05
AT&T Mobility	Utility Services	718.16
Cardoza, Denise	Recruitment	54.94
Indeed	Recruitment	270.41
Info Cubic	Recruitment	196.55
RC Brown Investigations	Recruitment	3,208.26
Strategic Government Resources, Inc.	Recruitment	7,892.64
Skaggs Companies, Inc	Professional Services	110.00
Hoffman, Parker, Wilson & Carberry PC	Legal	102.50
Eagle County Fleet Service	Repair & Maintenance Services	2,240.37
Fas-Break Auto Glass	Repair & Maintenance Services	150.00
Whitewater Express	Repair & Maintenance Services	144.00
Target Solutions Learning LLC	Computer Support	979.02
Amazon	Meeting Expense	125.42
Double Tree By Hilton	Training & Travel - Grants	696.00
Eagle County Animal Control	Animal Control	10,540.00
Starting Hearts	Contract Payments	1,000.00
Transunion Risk & Alternative Data Solut	Contract Payments	105.00
Total Public Safety		\$ 66,308.07

Buildings & Grounds

CEBT	Health & Insurance Benefits	6,006.70
Rocky Mountain Reserve LLC	Health & Insurance Benefits	206.23
Standard Insurance Company	Health & Insurance Benefits	325.83
Amazon	Office Supplies	8.95
Cintas Corporation	Office Supplies	42.54
Alpine Lumber Co.	Repair & Maintenance Supplies	282.77
Amazon	Repair & Maintenance Supplies	356.24
Colorado Doorways, Inc.	Repair & Maintenance Supplies	1,207.64
Ferguson Enterprises, Inc.	Repair & Maintenance Supplies	258.00
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	448.38
Pet Pick-Ups	Repair & Maintenance Supplies	720.00
Shadey Deals, Inc.	Repair & Maintenance Supplies	340.00
Town Of Avon	Vehicle Repair & Maintenance Supplies	157.07
Fleet Services	Gas & Oil	769.25
Home Depot Pro	Janitorial Supplies	1,606.00
Summit Supply Corporation	Janitorial Supplies	308.80
Colorado Doorways, Inc.	Communication & Shipping	95.00
Pet Pick-Ups	Communication & Shipping	111.08
Shadey Deals, Inc.	Communication & Shipping	20.22
Summit Supply Corporation	Communication & Shipping	49.50
Black Hills Energy	Utility Services	6,940.29
Holy Cross Energy	Utility Services	2,389.00
Avalanche Property Maintenance & Service	Repair & Maintenance Services	144.00
Shadey Deals, Inc.	Repair & Maintenance Services	30.00
Town Of Avon	Repair & Maintenance Services	771.00
Caselle, Inc.	Computer Support	54.24

Buildings & Grounds (Cont.)

Cirsa	Insurance	1,139.24
Total Buildings & Grounds		\$ 24,787.97

Information Center

CEBT	Health & Insurance Benefits	6.00
Total Information Center		\$ 6.00

Marketing & Events

CEBT	Health & Insurance Benefits	2,170.85
Rocky Mountain Reserve LLC	Health & Insurance Benefits	73.97
Standard Insurance Company	Health & Insurance Benefits	121.51
Amazon	Office Supplies	32.88
Signature Signs Inc	Promotional Materials	681.00
Apple.Com	Computer Support	10.88
Canva	Computer Support	25.98
Colorado Mtn. News Media	Media	286.98
Mountain Lifestyle LLC	Media	2,799.00
Amazon	Meeting Expense	394.66
Red Canyon Café	Meeting Expense	39.60
Vail International Hockey	Meeting Expense	176.00
Yeti	Meeting Expense	1,200.00
Yeti's Grind	Meeting Expense	33.93
Dot Zero Multimedia	Marketing - Website	1,349.33
Amazon	Event Production	52.98
Copy Copy	Event Production	31.00
Kaleidoscope Productions	Event Production	3,000.00
Plaquemaker	Event Production	3.98
Read Island	Event Production	80.00
Signature Signs Inc	Event Production	165.00
Total Marketing & Events		\$ 12,729.53

Engineering

CEBT	Health & Insurance Benefits	3,872.15
Rocky Mountain Reserve LLC	Health & Insurance Benefits	100.14
Standard Insurance Company	Health & Insurance Benefits	233.40
Amazon	Office Supplies	8.95
Cintas Corporation	Office Supplies	42.54
Wylaco Supply Co	Repair & Maintenance Supplies	26.19
Fleet Services	Gas & Oil	147.34
Engineering		\$ 4,430.71

Information Technology

CEBT	Health & Insurance Benefits	621.32
Rocky Mountain Reserve LLC	Health & Insurance Benefits	34.52
Standard Insurance Company	Health & Insurance Benefits	84.94
Amazon	Repair & Maintenance Supplies	83.56
SHI International Corp	Repair & Maintenance Supplies	339.00
SHI International Corp	Equipment (Non-Capital)	7,256.00
Amazon	Communication & Shipping	5.99
Century Link	Utility Services	7,339.45
Northwest Colo Council Of Gov.	Utility Services	48,912.12

Information Technology (Cont.)

Verizon Wireless, Bellevue	Utility Services	1,693.56
Aspen Wireless Technologies, Inc.	Computer Support	4,851.50
Mammoth Networks	Computer Support	640.00
Performance Enhancements, Inc.	Computer Support	14,594.30
Safeteesoft	Computer Support	278.85
SHI International Corp	Computer Support	605.84
TEC Integration, Inc.	Computer Support	100.00
Casa Mexico	Meeting Expense	372.60
City Market	Meeting Expense	23.97
Costco	Meeting Expense	147.45
Pazzo's Pizzeria	Meeting Expense	157.40
Performance Enhancements, Inc.	Tuition & Books	400.00
Professional Document Solutions, Inc.	Contract Payments	381.02
Xerox Financial Services LLC	Contract Payments	3,116.92
Total Information Technology		\$ 92,040.31

Total GENERAL FUND**\$ 449,909.35****CAPITAL IMPROVEMENTS FUND**

David Evans & Associates, Inc.	Traffic Control Improvements	16,217.48
Zehren And Associates, Inc	Grand Avenue Improvements	18,268.00
Aspen Wireless Technologies, Inc.	Project Thor	19,572.00
SHI International Corp	Project Thor	416.00
Dana Safety Supply, Inc.	Patrol Vehicles	58,176.00
Duval Ford LLC	Patrol Vehicles	152,408.00
Two Valley Tire LLC	Patrol Vehicles	2,663.84
Total CAPITAL IMPROVEMENTS FUND		\$ 267,721.32

WASTE WATER FUND

CEBT	Health & Insurance Benefits	7,345.20
Rocky Mountain Reserve LLC	Health & Insurance Benefits	239.56
Standard Insurance Company	Health & Insurance Benefits	479.82
Amazon	Office Supplies	8.95
Cintas Corporation	Office Supplies	42.55
Western Slope Supplies Inc	Office Supplies	22.35
Fastenal Company	Uniforms	495.18
Rand, Philip	Uniforms	158.00
Alpine Lumber Co.	Repair & Maintenance Supplies	67.55
Endress + Hauser, Inc	Repair & Maintenance Supplies	1,218.52
Pipestone Equipment, LLC	Repair & Maintenance Supplies	1,445.00
USA Blue Book	Repair & Maintenance Supplies	1,148.00
Water Technology Group	Repair & Maintenance Supplies	6.00
Fleet Services	Gas & Oil	275.35
Endress + Hauser, Inc	Communication & Shipping	23.31
Nextrust Inc	Communication & Shipping	398.73
Pipestone Equipment, LLC	Communication & Shipping	200.00
USA Blue Book	Communication & Shipping	63.39
Western Slope Supplies Inc	Communication & Shipping	1.95
Black Hills Energy	Utility Services	9,476.72
Holy Cross Energy	Utility Services	19,461.43
Chase Paymentech	C.C. Transaction Fees	625.35

WASTE WATER FUND (Cont.)

Xpress Bill Pay	C.C. Transaction Fees	305.44
LRE Water	Engineering	949.50
Mott Macdonald	Engineering	1,160.00
Denali Water Solutions LLC	Sludge Disposal	1,923.45
Browns Hill Engineering	Repair & Maintenance Services	630.00
Eagle Embroidery Inc.	Repair & Maintenance Services	60.00
Utility Notification Center Of Colorado	Repair & Maintenance Services	173.34
Water Technology Group	Repair & Maintenance Services	590.63
Caselle, Inc.	Computer Support	689.28
SGS North America Inc	Testing & Permits	535.00
Browns Hill Engineering	Contract Payments	2,066.20
Total WASTE WATER FUND		\$ 52,285.75

WATER FUND

Eagle County Government	Deposits Receivable	2,000.00
CEBT	Health & Insurance Benefits	8,324.69
Rocky Mountain Reserve LLC	Health & Insurance Benefits	254.79
Standard Insurance Company	Health & Insurance Benefits	515.49
Amazon	Office Supplies	8.96
Cintas Corporation	Office Supplies	42.54
Chemtrade Chemicals Corporation	Operating Supplies	7,181.41
DPC Industries, Inc.	Operating Supplies	3,906.14
Manley Brothers	Operating Supplies	587.67
Nalco Chemical Co	Operating Supplies	6,324.71
Fastenal Company	Uniforms	564.92
Grainger	Repair & Maintenance Supplies	670.50
Grand Junction Pipe & Supply	Repair & Maintenance Supplies	455.56
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	95.94
Water Technology Group	Repair & Maintenance Supplies	12,529.10
Glenwood Springs Auto Parts Inc	Vehicle Repair & Maintenance Supplies	329.24
Fleet Services	Gas & Oil	308.20
Efactor Inc	Equipment (Non-Capital)	382.00
Core & Main LP	Meters & Related Items/Resale	5,135.60
CH Diagnostic & Consulting Ser, Inc	Communication & Shipping	160.00
Efactor Inc	Communication & Shipping	52.94
Federal Express Corp.	Communication & Shipping	150.96
Manley Brothers	Communication & Shipping	1,335.00
Nextrust Inc	Communication & Shipping	398.74
United Parcel Service, Inc.	Communication & Shipping	465.54
Water Technology Group	Communication & Shipping	451.31
AmeriGas	Utility Services	9,538.65
Black Hills Energy	Utility Services	295.43
Holy Cross Energy	Utility Services	8,985.28
Mountain Careers	Recruitment	39.75
Chase Paymentech	C.C. Transaction Fees	1,048.38
Xpress Bill Pay	C.C. Transaction Fees	509.07
Garfield & Hecht, P.C.	Legal	475.00
LRE Water	Engineering	3,387.54
Mott MacDonald	Engineering	17,082.50
Eagle County Government	Repair & Maintenance Services	150.00
Johnson Excavation And Telecomm.	Repair & Maintenance Services	4,275.00

WATER FUND (Cont.)

Utility Notification Center Of Colorado	Repair & Maintenance Services	173.34
Vail Honeywagon	Repair & Maintenance Services	340.86
Colorado ALD LLC	Leak Detection	7,500.00
CH Diagnostic & Consulting Ser, Inc	Testing & Permits	2,360.00
SGS North America Inc	Testing & Permits	2,100.41
Caselle, Inc.	Computer Support	689.28
Browns Hill Engineering	Contract Payments	8,264.80
Cirsa	Insurance	(84.18)
Mott MacDonald	Tank Replacement	39,168.95
Signature Signs Inc	Pickup Trucks	182.00
Two Valley Tire LLC	Pickup Trucks	865.00
Wells Fargo - Comml Operations	Water Rev Bond Principal-2013	250,862.83
Wells Fargo - Comml Operations	Debt Service Interest	11,551.05
Total WATER FUND		\$ 422,392.89

REFUSE FUND

CEBT	Health & Insurance Benefits	2.00
Vail Honeywagon	Operating Supplies	(600.00)
Nextrust Inc	Communication & Shipping	398.74
Chase Paymentech	C.C. Transaction Fees	147.14
Xpress Bill Pay	C.C. Transaction Fees	74.05
Caselle, Inc.	Computer Support	689.26
Vail Honeywagon	Contract Services	103,547.17
Total REFUSE FUND		\$ 104,258.36

STORMWATER FUND

Chase Paymentech	C.C. Transaction Fees	18.39
Xpress Bill Pay	C.C. Transaction Fees	9.25
Total STORMWATER FUND		\$ 27.64

SALES TAX CAPITAL IMPROVEMENTS FUND

JEV Construction Inc.	River Park Improvements - Pavilion	88,612.54
Nv5, Inc	River Park Improvements	18,142.55
S2O Design & Engineering	River Park Improvements - Rapid Blocks	5,890.60
Zehren And Associates, Inc	River Park Improvements - Pavilion	2,408.42
UMB Bank N.A.	Agent Fees	500.00
Total SALES TAX CAPITAL IMPROVEMENTS FUND		\$ 115,554.11

OPEN SPACE FUND

CEBT	Health & Insurance Benefits	1,069.09
Rocky Mountain Reserve LLC	Health & Insurance Benefits	51.10
Standard Insurance Company	Health & Insurance Benefits	116.30
Alpine Lumber Co.	Repair & Maintenance Supplies	27.97
Colorado Barricade	Repair & Maintenance Supplies	289.50
Performance Automotive Center	Vehicle Repair & Maintenance Supplies	8.43
Fleet Services	Gas & Oil	119.36
Performance Automotive Center	Gas & Oil	8.29
Colorado Barricade	Communication & Shipping	34.37
Performance Automotive Center	Repair & Maintenance Services	75.99
Vail Honeywagon	Repair & Maintenance Services	155.74
Momentum Trail Concepts	Trail Repair & Maintenance	30,300.00

OPEN SPACE FUND (Cont.)

Cirsa	Insurance	42.09
Alpine Lumber Co.	Trail Construction	668.32
iZone Imaging	Trail Construction	4,963.30
Total OPEN SPACE FUND		\$ 37,929.85

DDA FUND

Downtown Colorado Inc.,	Professional Services	10,000.00
Total DDA FUND		\$ 10,000.00

TOTAL**1,460,079.27****PAYROLL****448,599.81****GRAND TOTAL****1,908,679.08**



To: Mayor and Town Council

From: Cliff Simonton, Senior Planner
Dennis Wike, Town Engineer

Date: January 10, 2023

Agenda Item: Resolution 01, Series 2023, a Resolution of the Town Council of the Town of Eagle, Colorado, Authorizing the Release of the Temporary Performance Guarantee received for Construction of certain public improvements at the Reserve at Hockett Gulch Project.

REQUEST:

Staff is requesting Town Council approve Resolution 01, Series 2023 authorizing the return of temporary security received in the amount of \$572,697.62 for construction of public improvements at the entrance to the Reserve at Hockett Gulch project.

BACKGROUND:

On September 24, 2022, the Town entered into a Development Agreement ("Agreement") with EPOCH GHC Hockett Gulch Holdings, LLC ("Developer") for the construction of the Reserve at Hockett Gulch, a multi-family residential project. The Agreement required the Developer to provide a performance guarantee for public improvements in the amount of \$7,296,927.00, representing 110% of the estimated costs for said improvements. Hoping to complete earthwork and paving in advance of winter weather, the Developer applied for a grading permit to construct the main Grand Avenue entrance to the project. As financing had not yet been secured, the Town requested and received a "temporary" cash security deposit of \$572,697.62, representing 110% of the estimated cost for the entrance. Grading permit GP22-03 was issued on October 14, 2022.

On November 9, 2023, the Town received a letter of credit (LOC) in the amount of \$7,296,927.00 representing security for the entire RHG project. The LOC amount covered the deposit made for the construction completed under GP22-03, and the developer is requesting the return of the "temporary" security deposit in the amount of \$572,697.62.

ANALYSIS:

The \$572,697.62 received as security specific to the work performed under grading permit GP22-03 represents a temporary "bridge" deposit, necessary at the time because the developer had not yet closed on financing. Security in the form of a Letter of Credit for \$7,296,927.00, covering all proposed costs for public improvements for the Reserve at Hockett Gulch has since been received. As it is now security in excess of that required, the \$572,697.62 can be returned to the developer.

COMMUNITY INPUT:

None required.

BUDGET / STAFF IMPACT:

The request has no budget or staff impact as it is a release of Performance Guarantee funds now covered by a letter of credit.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

Not applicable to this request.

RECOMMENDED ACTION OR PROPOSED MOTION:

I move to approve the adoption of Resolution 01, Series 2023, A Resolution of the Town Council of the Town of Eagle, Colorado, Authorizing the Release of the Temporary Performance Guarantee received for Construction of the Main Entrance to the Reserve at Hockett Gulch Project, due to Subsequent Receipt of a Letter of Credit covering the cost of all Public Improvements for the Reserve at Hockett Gulch Project.

ATTACHMENTS:

- Resolution 01, Series 2023
- Letter of Credit

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 01
(Series of 2023)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO,
AUTHORIZING THE RELEASE OF THE TEMPORARY PERFORMANCE GUARANTEE
RECEIVED FOR CONSTRUCTION OF CERTAIN PUBLIC IMPROVEMENTS AT THE
RESERVE AT HOCKETT GULCH PROJECT

WHEREAS, on September 24, 2022 the Town entered into a Development Agreement with EPOCH GHC Hockett Gulch Holdings ("Developer"), which required a letter of credit in the amount of \$7,296,927.00 to guarantee the completion of certain public improvements for the Reserve at Hockett Gulch development;

WHEREAS, on October 14, 2022, the Town issued a grading permit to the Developer in advance of receiving the required letter of credit, accepting temporary cash security in the amount of \$572,697.62 for the early construction of certain public improvements;

WHEREAS, On November 9, 2022, the Town received a letter of credit in the amount of \$7,296,927.00, consistent with the Development Agreement and fully covering security requirements for all public improvements for the Reserve at Hockett Gulch development; and

WHEREAS, the Town Engineer has recommended that the \$572,697.62 received by the Town for the grading permit on October 14, 2022 be returned to the Developer.

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

Section 1. The Town Council hereby authorizes the release of the cash security of \$572,697.62 to Developer.

INTRODUCED, READ, PASSED AND ADOPTED ON JANUARY 10, 2023.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



U.S. BANK NATIONAL ASSOCIATION
GLOBAL TRADE & STANDBY SERVICES, BC-MN-H20G
800 NICOLLET MALL
MINNEAPOLIS, MN 55402

SWIFT: USBKUS44
TELEPHONE: 612-303-7395
612-303-7374
FACSIMILE: 612-303-5226

**IRREVOCABLE LETTER OF CREDIT
NUMBER SLCMMSP10974**

NOVEMBER 9, 2022

BENEFICIARY:
TOWN OF EAGLE
200 BROADWAY
EAGLE, CO 81631

APPLICANT:
HOCKETT GULCH I, LLC
359 CAROLINA AVENUE
WINTER PARK, FL 32789

AMOUNT:
USD 7,296,927.00

EXPIRATION DATE:
DECEMBER 31, 2024,
OR AS EXTENDED

AT THE REQUEST AND FOR THE ACCOUNT OF HOCKETT GULCH I, LLC ("APPLICANT"), WE U.S. BANK NATIONAL ASSOCIATION 800 NICOLLET MALL, MINNEAPOLIS, MN 55402, ATTN: GLOBAL TRADE & STANDBY SERVICES, BC-MN-H20G ("ISSUER") ISSUE THIS IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER SLCMMSP10974 ("STANDBY") IN FAVOR OF TOWN OF EAGLE ("BENEFICIARY") IN THE MAXIMUM AGGREGATE AMOUNT OF USD 7,296,927.00.

ISSUER UNDERTAKES TO BENEFICIARY TO PAY BENEFICIARY'S DEMAND FOR PAYMENT IN THE CURRENCY AND FOR AN AMOUNT AVAILABLE UNDER THIS STANDBY AND IN THE FORM OF THE ANNEXED PAYMENT DEMAND COMPLETED AS INDICATED AND PRESENTED TO ISSUER AT THE FOLLOWING PLACE FOR PRESENTATION: U.S. BANK NATIONAL ASSOCIATION, 800 NICOLLET MALL, MINNEAPOLIS, MN 55402, ATTN: GLOBAL TRADE & STANDBY SERVICES, BC-MN-H20G, ON OR BEFORE THE EXPIRATION DATE.

THE EXPIRATION DATE OF THIS STANDBY IS DECEMBER 31, 2024.

THE EXPIRATION DATE OF THIS STANDBY SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE ONE YEAR PERIODS, UNLESS ISSUER NOTIFIES BENEFICIARY BY OVERNIGHT COURIER, REGISTERED MAIL OR OTHER RECEIPTED MEANS OF DELIVERY SENT TO BENEFICIARY'S ABOVE-STATED ADDRESS THIRTY (30) OR MORE DAYS BEFORE THE THEN CURRENT EXPIRATION DATE THAT ISSUER ELECTS NOT TO EXTEND THE EXPIRATION DATE.

PAYMENT AGAINST A COMPLYING PRESENTATION SHALL BE MADE WITHIN 3 BUSINESS DAYS AFTER PRESENTATION BY WIRE TRANSFER TO A DULY REQUESTED ACCOUNT OF BENEFICIARY. AN ADVICE OF SUCH PAYMENT SHALL BE SENT TO BENEFICIARY'S ABOVE-STATED ADDRESS.

PARTIAL AND MULTIPLE DRAWINGS ARE PERMITTED.

THIS STANDBY IS ISSUED SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998 (ISP98) (INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590).

ALL DOCUMENTS MUST BE ISSUED IN THE ENGLISH LANGUAGE EXCEPT THAT ANY STAMPS, LEGALIZATION, OR ENDORSEMENTS, SHOWN ON A DOCUMENT MAY BE IN A LANGUAGE OTHER THAN ENGLISH. DOCUMENTS WHICH SHOW PRE-PRINTED FIELD HEADINGS IN BOTH ENGLISH AND A SECOND LANGUAGE ARE ALSO ACCEPTABLE. ANY PROPER NAMES (INCLUDING NAMES OF PERSONS, ENTITIES, VESSELS) THAT USE NON-LATIN CHARACTERS MUST BE TRANSLITERATED USING LATIN-ALPHABET CHARACTERS.



ISSUER SHALL NOT BE LIABLE FOR ANY DELAY, NON-RETURN OF DOCUMENTS, NON-PAYMENT, OR OTHER ACTION OR INACTION COMPELLED BY A JUDICIAL ORDER OR BY ANY LAW OR REGULATION APPLICABLE TO ISSUER.

U.S. BANK NATIONAL ASSOCIATION



AUTHORIZED SIGNATURE

ANNEXED PAYMENT DEMAND

[INSERT DATE]

TO: U.S. BANK NATIONAL ASSOCIATION
800 NICOLLET MALL
MINNEAPOLIS, MN 55402
ATTN: GLOBAL TRADE & STANDBY SERVICES, BC-MN-H20G

RE: STANDBY LETTER OF CREDIT NO. SLCMMSP10974, DATED NOVEMBER 9, 2022, ISSUED BY
U.S. BANK NATIONAL ASSOCIATION ("STANDBY")

THE UNDERSIGNED BENEFICIARY DEMANDS PAYMENT OF [INSERT CURRENCY/AMOUNT]
UNDER THE STANDBY.

BENEFICIARY STATES THAT:

INSERT ONE OF THE FOLLOWING ALTERNATIVE STATEMENTS:

APPLICANT IS OBLIGATED TO PAY THE BENEFICIARY THE AMOUNT DEMANDED UNDER (OR IN
CONNECTION WITH) THE AGREEMENT BETWEEN BENEFICIARY AND APPLICANT TITLED
[AGREEMENT TITLE] AND DATED [DATE].

OR

THE STANDBY IS SET TO EXPIRE FEWER THAN THIRTY (30) DAYS FROM THE DATE HEREOF,
BECAUSE ISSUER HAS GIVEN A NOTICE OF NON-EXTENSION OF THE STANDBY.

BENEFICIARY REQUESTS THAT PAYMENT BE MADE BY WIRE TRANSFER TO AN ACCOUNT OF
BENEFICIARY AS FOLLOWS: [INSERT NAME, ADDRESS, AND ROUTING NUMBER OF
BENEFICIARY'S BANK, AND NAME AND NUMBER OF BENEFICIARY'S ACCOUNT].

TOWN OF EAGLE
200 BROADWAY
EAGLE, CO 81631

BY ITS AUTHORIZED OFFICER:

[INSERT ORIGINAL SIGNATURE]
[INSERT TYPED/PRINTED NAME AND TITLE]





To: Mayor and Town Council
From: Jenny Rakow, Town Clerk
Date: January 10, 2023

Agenda Item: Resolution 03, Series 2023, "A Resolution Designating the Place for Posting of Notices of Meetings for the Boards and Commissions of the Town of Eagle"

REQUEST: Staff requests that the Town Council approve a Resolution for posting notices for boards and commissions for 2023.

BACKGROUND: This Resolution addresses the posting of notices by municipalities and is required by statute.

ANALYSIS: The Town of Eagle posts its meeting notices on our website. Posting electronically will occur unless an event requires physical posting on our meeting board outside of Town Hall. Approval of this Resolution would not preclude staff from posting physical notices and staff may at its discretion physically post notices as needed and in emergencies.

COMMUNITY INPUT: None required.

BUDGET / STAFF IMPACT: None directly, the Town has consistently posted meeting notices on its website.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: This is a statutory reference and is not in the strategic plan, however, this does provide transparency and consistency for the public.

RECOMMENDED ACTION OR PROPOSED MOTION: MOTION TO APPROVE THE CONSENT AGENDA - or pull this item for further discussion.

ATTACHMENTS:

1. 03 Designating Posting Place

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 03
(SERIES 2023)

**A RESOLUTION DESIGNATING THE PLACE FOR POSTING OF NOTICES OF MEETINGS FOR
THE BOARDS AND COMMISSIONS OF THE TOWN OF EAGLE**

WHEREAS, Section 24-6-402(2)(c), Colorado Revised Statutes, as amended requires that a place for posting of notices of meetings be designated annually each year; and

WHEREAS, it is necessary to designate a posting of notices of meetings held by the Board and Commissions of the Town of Eagle for the 2023 calendar year.

**NOW BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO,
THAT:**

Section 1. The Town's website, www.townofeagle.org, is hereby adopted as the official posting location for all meeting notices pursuant to C.R.S. § 24-6-402.

Section 2. In the event online notice is not possible due to emergency circumstances, the alternative posting place is the bulletin board at Eagle Town Hall, 200 Broadway, Eagle, Colorado.

INTRODUCED, READ, PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Eagle, Colorado, held on January 10, 2023.

TOWN OF EAGLE, COLORADO

By _____
Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor Turnipseed and Town Council

From: Peyton Heitzman, Planner

Date: January 10, 2023

Agenda Item: Resolution 04, Series 2023, "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 the Town Council review and approve Resolution 04, Series 2023 supporting a grant application to fund impact fees and infrastructure expenses for the affordable housing project on 3rd Street.

INTRODUCTION:

In November 2021, the Town was awarded a planning grant through the Department of Local Affairs (DOLA). The purpose of the grant was to fund a town-wide housing needs assessment and analyze local regulations that support and/or inhibit the development of affordable housing locally. The funds came from HB21-1271 which included incentive funds for qualifying communities who adopted regulatory tools contained within the house bill.

On September 1, 2022, the Town submitted a letter of intent to apply for the incentive funds. The affordable housing project on 3rd Street was chosen for its overall competitiveness and alignment with the grant timeframe. Habitat for Humanity Vail Valley received development permit approval this past fall to construct 16-deed restricted units for families at or below 100% Area Median Income (AMI).

DOLA has invited the Town of Eagle to apply for the incentive funds. The application is due January 31, 2023, and the grant awards are anticipated this spring.

ANALYSIS:

DOLA has shared that the incentives grant is competitive with community requests exceeding the amount of funds available for award. Adopting qualifying strategies ahead of the land use code update will help the Town submit a more competitive grant application. Staff is working with Clarion to identify what, if any, regulatory tools can be enacted prior to the formal adoption of ReCode.

COMMUNITY INPUT:

None.

BUDGET / STAFF IMPACT:

The total cost of impact fees and infrastructure to serve the development is estimated at \$1.3 million. The grant requires a 20% community match, however, this match has already been reached through community partners and private donations. Eagle County School District's land donation to the project qualifies for the community match.

The primary impact to the Town of Eagle is staff time to administer the grant.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

The 3rd Street housing project supports the 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.

RECOMMENDED ACTION OR PROPOSED MOTION:

A motion to **APPROVE** Resolution 04, Series 2023, "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."

ATTACHMENTS:

- Resolution 04, Series 2023
- Incentives Grant Program Guidelines

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 04
(Series of 2023)

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 Incentives Grant Program through the Department of Local Affairs ("DOLA") to fund impact fees and infrastructure expenses for the development of 16 affordable housing units on Lot 2A, A Resubdivision of Lot 2, Eagle Valley Elementary and Middle School Subdivision; and

WHEREAS, the application to the Incentives Grant Program is due January 31, 2023.

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 Incentives Grant Program.

INTRODUCED, READ, PASSED AND ADOPTED ON JANUARY 10, 2023.

TOWN OF EAGLE TOWN COUNCIL

Scott Turnipseed, Mayor

ATTEST:

Town Clerk, Jenny Rakow

Local Government Affordable Housing Development Incentives 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 in partnership with the Division of Housing, and the Division of Housing will manage the Toolkit Program in partnership with the Division of Local Government. This document covers program guidelines for the Incentives Grant Program.

Affordable Housing Development Incentives Grant Program

The Incentives Grant Program provides grants to local governments to promote the development of affordable housing that is driven by community benefits and that focuses on critical housing needs as identified by the local government. Qualifying communities (i.e., those that have adopted at least three strategies from the menu of qualifying strategies listed at the end of this document by the time of application) can apply for funds to support an affordable housing development project directly or through programs that support affordable housing development or preservation in the long term.

Eligibility

- Projects
 - Definition: “Affordable housing” is defined in the statute as housing for families or individuals earning up to 80% of the area median income (AMI) for rental housing and up to 140% AMI for affordable homeownership. Applicants should demonstrate that the project addresses one or more AMI ranges with significant need. Affordable housing can include both income- and deed-restricted units and naturally occurring affordable housing (NOAH) as long as rents meet the AMI limits.
 - Eligible expenses may include but are not limited to the following: Local government fees related to residential development (including tap fees levied by special district water utilities), local government development review costs associated with rezoning for residential (e.g., traffic demand studies), infrastructure extensions for affordable or mixed-income developments, improvements to an affordable housing or mixed income project (e.g., construction or rehabilitation costs, façade improvements, landscaping, playground/park or other amenities on site), land acquisition dedicated for future affordable projects, predevelopment costs (with pre-approval from DOLA), development of programs to support the creation of affordable housing (e.g., land banking, community land trust, certified housing development organization),

preservation through acquisition or rehabilitation or both.

- Ineligible expenses include: housing needs assessments, land use/zoning code updates, inclusionary housing economic feasibility studies, linkage fee studies, creation of density bonus programs for private developers, or similar studies, which may be funded through other programs such as the HB12-1271 Planning Grant Program.
- Off-site Improvements: A portion of the total award may be used to fund off-site improvements that deliver community benefits *in the neighborhood of a funded affordable housing or mixed income housing project* (although it is not a required use of the funds). Examples of off-site improvements may include: parks, playgrounds, open space/trails or trailhead lots, upgraded streetscapes, infrastructure improvements (especially those that are needed to increase density), pedestrian and cyclist safety improvements, accessibility improvements to expand access for persons with disabilities, investments that support a healthy built environment, investments meant to address equity concerns, disability- and age-friendly amenities, bus/transit shelters, neighborhood renewable energy investments, and other public amenities. See more in the “Funding” section below.

- Applicants

- Eligible entities include municipalities, counties, and city & county governments. Awards cannot be made directly to housing authorities (but municipalities and counties are encouraged to partner with their housing authorities and other partner organizations).
- Only municipalities and counties that have adopted at least three qualifying strategies listed in the menu of qualifying strategies at the end of this document are eligible to apply for funds. Qualifying strategies will be reviewed by DOLA staff to guarantee they meet eligibility requirements (e.g., fully adopted, permanent in nature). Communities may petition to count innovative or creative strategies not currently on the list but which have the effect of incentivizing affordable housing development to the same degree as other options on the list. Eligibility of innovative or creative strategies not currently on the list will be determined by DOLA staff.
- Applicants can apply for funds to support a collaborative multi-jurisdictional affordable housing project and the units may be located outside the jurisdiction of the primary applicant.

Funding

- Funds available: Approximately \$37,728,000 in funding is available for awards (source includes state general funds and American Rescue Plan Act federal funds through the Affordable Housing and Home Ownership Cash Fund created in CRS 24-75-229 (3)(a)).
- Expiration of funds: All funds must be fully expended (not just encumbered) before June 30, 2024. This means that projects must be completed by June 30, 2024. No extensions can be granted.
- First funding round - Catalyst Projects: Approximately 3-5 projects, depending on demand, will be awarded in an initial Catalyst Project round of funding, with letters of interest due in November of 2021. Competitive projects for this early Catalyst round should exceed the requirements of these guidelines, be ready to implement quickly, and will have

demonstration value. The Incentives Grant Program guidelines, application, and supporting materials may be refined after this first round. The goal of the Catalyst round is to complete exemplary and innovative examples of affordable housing projects or programs, to celebrate local governments who have made strong commitments in reducing barriers to affordable housing development and have urgent or time-sensitive projects ready for investment, and to help guide the expectations of applicants in the main round of funding.

- Regular cycle dates: The remainder of the funding will open next fall with a letter of intent (LOI) due in October of 2022. DOLA will monitor the progress of Planning Grant Program grantees and will open this funding round sooner if most grantees have completed their qualifying planning work early. It is unlikely DOLA will delay opening the main funding round later than November 2022. All awarded funds must be completely expended by June 30, 2024.
- Award amounts: Suggested maximum award amount is \$3 million; however, DOLA expects most awards to fall within the \$500,000 to \$1,000,000 range. Funding requests should be proportionate to the project's impact on local housing needs, community benefits added, and/or inequities addressed. A competitive strategy can be discussed in a pre-application meeting with DOLA.
- Match and leverage: A minimum of 20% local match of the total project cost is required. In-kind matching funds (e.g., staff time) do not count toward this requirement. However, DOLA will accept and encourage leveraging funding from partner agencies and will count land purchased or donated within the previous 12 months of application, private land donations, costs covered by foundations or housing authorities, and similar leveraging opportunities as local match. Note: all grant funds and matching funds must be spent by June 30, 2024.
- Match reduction/waiver: An applicant who lacks local resources to contribute may request a reduced level of matching funds and must consult with their [DOLA Regional Manager](#) and Division of Housing [Regional Development Specialist](#) about a reduced match before submitting their application. CDO staff will help facilitate this discussion in pre-application meetings. DOLA encourages communities to submit a letter of intent (LOI) even if they have concerns about the match requirement.
- Financial need: DOLA will consider financial need in making final award determinations.
- Administrative costs: A portion of the total award may be used to cover administrative expenses (e.g., public or nonprofit partner agency expenses such as project management, staff time spent on community engagement, etc.). Applicants intending to utilize more than 15% of their award amount for administrative costs will be expected to demonstrate hardship or other capacity constraints and should discuss this at a pre-application meeting with DOLA staff.
- Pre-development costs: Pre-development costs may also be eligible and will not count toward the administrative expense total. All predevelopment costs must be cleared in the pre-application meeting with DOLA in order to be considered. However, predevelopment costs will NOT be allowed in the Catalyst round of funding (December 2021) because this first cycle will focus on time-sensitive or shovel-ready projects (assumption is that these projects will have already completed pre-development elements).
- Off-site improvements: In cases where the grant is applied to an affordable housing development project, a portion of the funds may be committed to investments in the neighborhood in which the project is located so that the project brings investment and

community benefits into the neighborhood. While DOLA would like to preserve flexibility on the amount that can be spent on off-site improvements, we expect most applications will request up to 25% of the total award for these expenses. In any case, DOLA suggests a maximum of 50% of the total award to be set aside for off-site improvements (primarily for projects that address concerns of equity and/or where the amount for off-site improvements is proportionate to the impact on the needed affordable housing stock). The use of program funds to pay for these neighborhood improvements must first be approved by DOLA.

- **Number of applications:** Local governments may apply for more than one project (in separate applications), but communities that have not been awarded funds in previous rounds will take priority over communities with prior awards. One of the program's statutory funding priorities is to award funds around the state (i.e., geographic diversity).

Scoring Criteria

Scoring will be used as a guideline to evaluate and rank projects while ensuring statutory priorities are met.

- **Readiness:** The applicant clearly shows they are ready to begin work on the scope of the project that the Incentives Grant Program award will fund; however, the applicant cannot bill for work done prior to the contract date. The applicant has a reasonable timeline for completion. A comprehensive project schedule is clearly documented and demonstrates certainty that the project will be completed before June 30, 2024. Staff and partner roles are clearly defined. All partners are officially committed to the project (support letters are helpful and any financial commitments should be clearly stated).
- **Capacity:** The applicant and its partners have organizational experience with and capacity to manage grants and to manage the overall project. Staffing and resources are sufficient to complete the project on time and with adequate public and stakeholder engagement and communications.
- **Impact on Housing:** It is clear how the project will contribute to meeting the documented affordable housing need in that community, with consideration of long term affordability. Projects that support a gap in housing need, create a larger number of units relative to the local need, serve an underrepresented or high needs resident group, and that mitigate impacts to marginalized or vulnerable communities will be most competitive. For homeownership projects, limited appreciation projects will be more competitive. Naturally occurring affordable housing projects are also acceptable (e.g., small lots, manufactured/mobile homes, acquisition) but DOLA will want assurance (which will vary depending on project type) of long term affordability protection.
- **Sustained Support:** The applicant must show broad support from stakeholders and community leadership (e.g., through adopted plans, policies, financial or in-kind commitments, and letters of support). Letters of support should come from all key project partners. Leveraged funds and resources are also important indicators of support from various partners. The applicant must demonstrate a continued commitment to incentivizing affordable housing development. An important part of this criterion is the applicant's plan for appropriate community and stakeholder engagement (which may have already been completed by the time of application), communications, and responsiveness. The application may include funds to support a high level of inclusive and sustained stakeholder engagement and partner communications throughout the project.

- **Geographic and Housing Type Diversity:** When making awards, DOLA will prioritize funding projects with different housing types and communities of different sizes and from different regions.
- **Implements Best Practices:** Applicants are encouraged to propose projects that embrace best land use practices to support affordable housing development. Such best practices may be based on successes in other Colorado communities or peer communities in other states.
- **Community Benefits:** The project or program is driven by community benefits, including but not limited to healthy environment and active living amenities, early childhood education and childcare centers, ADA accessibility, age-friendly design, renewable energy or energy efficiency, walkability, multi-modal access, public gathering or open space, connectivity to trails, proximity to jobs and schools, workforce development options, etc.
- **Sustainable Development Pattern:** The project supports sustainable development patterns such as infill and the redevelopment or adaptive reuse of existing buildings. The project is located outside of hazard areas. Greenfield development located far from transit access, jobs, grocery stores, public services, etc. will be less competitive.
- **Equity, Diversity, and Inclusion:** The applicant must show they have developed an inclusive and equitable stakeholder engagement strategy. Applicants must assess impacts of the project on marginalized and vulnerable populations. The application may include funds to support a high level of inclusive and sustained stakeholder engagement and partner communications throughout the project.
- **Extra Points:** Extra points may be earned if an applicant can show the project:
 - rehabilitates and repurposes a vacant commercial or industrial building in a core commercial or industrial area for affordable housing
 - is built to higher energy efficiency standards than required by the local jurisdiction or offset energy requirements through onsite renewable energy generation
 - ensures longer term affordability with a use covenant, regulatory agreement, or other deed restriction (e.g., restricted for more than 30 years)

Application and Award Process Timeline

- First round- Catalytic Project round in 2021 (more details):
 - LOI: Local governments must submit a simple letter of intent by the due date in November 2021 (TBA) for the Catalytic round. Upon review, DOLA will schedule a pre-application meeting for all qualifying projects, and those that do not qualify will be notified. This consultation protects the applicant's time and money spent planning and increases the likelihood of funding success. A pre-application meeting also gives DOLA staff an opportunity to present additional leverage options or alternative funding sources (e.g., DOH programs) that would be a good fit for the project in question.
 - DOLA will approve local governments with the most competitive projects to submit applications through the Division of Local Government [Online Grants Portal](#) per the Notice of Funding Available (NOFA) in December 2021. Visit the [program webpage](#) for more information.
 - DOLA intends to fund 3-5 projects in this first pilot cycle. Applications not selected for the Catalyst Project round can be resubmitted for the main round of funding (applications due in November of 2022).

- Applications for the initial Catalyst Project round will be reviewed and awarded by the end of February 2022. DOLA will work to finalize grant agreements or contracts within 2 months from the time of award.
- An award letter announcing a decision to provide project funding is not a formal obligation of funds by the State; rather, it is an offer to enter into a grant contract for the dollar amount and project specified. Award conditions may be stated as a contingency in the letter. Such conditions must be met either prior to or during the project performance period at the discretion of DOLA.
- Grantees cannot begin work on a project that has been awarded grant funds until after receiving an executed contract from DOLA. An executed grant contract is one that has been signed by the State Controller. Local governments must follow their own procurement rules.
- All applicants requesting funds for projects listed on the State Register of Historic Properties must indicate in their application that History Colorado, Office of Archaeology and Historic Preservation (OAHP) is engaged in the project when applying for a grant. Any design, construction and/or engineering documents, quotes from contractors following the Secretary of the Interior's Standards for Rehabilitation, and photos must be attached to the application. Prior to awarding a grant for a state-listed site, DOLA will seek a determination of effect from the OAHP via official board action—no grant dollars can be awarded by DOLA without a determination of effect being completed first. Applicants are encouraged to reach out to DOLA staff for assistance with listed historical properties. These federal ARP funds do not, on their own, trigger NEPA requirements.
- Applicants must disclose whether they can receive state general funds without impacting their TABOR limits. If state funds cannot be used, DOLA may assign federally-sourced dollars.
- Grantees will be required to submit for reimbursement and report quarterly until the project is completed and will be required to report minimal metrics after the project is closed (e.g., number of affordable housing units approved for development in the grantee's jurisdiction). See the program application for more details on reporting requirements.

Any questions or concerns may be directed to KC.McFerson@state.co.us.

Final List of Qualifying Strategies (to be Eligible for Incentives Grants):

- 1. The use of vacant publicly owned real property within the local government for the development of affordable housing;**
- 2. 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;**
- 3. 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;**
- 4. 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;**
- 5. The establishment of a density bonus program to increase the construction of units that meet critical housing needs in the local community;**
- 6. 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;**
- 7. 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;**
- 8. Granting duplexes, triplexes, or other appropriate multi-family housing options as a use by right in single-family residential zoning districts;**
- 9. 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;**
- 10. Authorizing accessory dwelling units as a use by right on parcels in single family zoning districts that meet the safety and infrastructure capacity considerations of local governments;**
- 11. Allowing planned unit developments with integrated affordable housing units;**
- 12. Allowing the development of small square footage residential unit sizes;**
- 13. Lessened minimum parking requirements for new affordable housing developments;**
- 14. The creation of a land donation, land acquisition, or land banking program;**
- 15. An inclusionary zoning ordinance (per CRS 29-20-104(1)); and**
- 16. Other novel, innovative, or creative approaches to incentivize affordable housing development.**



To: Mayor and Town Council
From: Larry Pardee, Town Manager
Date: January 10, 2023
Re: Town Manager Report

Economic Development

- Michelle Morgan and Downtown Business Alliance held their Eagle Chamber's final Mixer of the year on December 15 from 5-7 pm at Yeti's Grind on Broadway. The Town of Eagle was a co-sponsor for this event, which was an excellent opportunity to introduce myself and meet the membership/guests.
- Economic Vitality Committee (EVC) Mick Daly and I will be meeting December 12-16 to review the draft agenda for EVC's next meeting on Monday, December 19, 2022. Tom reported on the PUC crossings related to the proposed development on Ping Lane housing development. Chad gave an update Ping Lane housing proposal, an update that we have hired a building inspector, and the ReCode Eagle zoning update.
- Economic Vitality Committee (EVC) Mick Daly and I met on Friday, January 6, to review the draft agenda for EVC's next meeting on Monday, January 16, 2023.
 - Economic & Planning Systems (EPS) and the Town are scheduled for Friday, January 13, 2023, to host our first project kick-off meeting and begin working on the Town of Eagle's Economic Development Plan. The project's estimated completion date is mid to the end of May.
 - *Community Builders organization will be working on the economic community dashboard. In addition, they will be assisting us in preparing the new community and business surveys to go out. These two are items directly linked to Our Town. Significant Objectives - Stimulate Economic Vitality and development.no. Strategic Goal: Create a survey for local businesses to ask what support they need to thrive and then begin to connect them to resources.*
- Downtown Development Authority (DDA) next scheduled monthly meeting is on Wednesday, January 11, to discuss the work plan for 2023. We are working to identify how DDA will operate as a board and what staffing support they will need for 2023. In addition, the DDA board has requested additional training with Sam Light, CIRSA General Counsel to help guide DDA with appointed officials' roles, organizational structure, and liability. We are working on setting the meeting date and time for this.
- The EVRTA Board held its first meeting on Friday, December 16, at Avon Town Hall Chambers. The primary goal for this meeting is to check some of the administrative boxes we need to get this entity up and running and ready to start identifying priorities for 2023.
 - At the new EVTA Board's request, the Staff will reconvene the former RTA Formation Technical Committee as the new EVTA's Technical Committee. I am a member of this committee, and our committee's purpose will be to develop agendas, and proposals, vet information and make recommendations for the Board's consideration. In addition, this group intends to identify needs for and set up more targeted workgroups (i.e., transit operations). The EVTA Tech Committee held its meeting on Wed, January 4, 2023, 2:00 pm – 3:30 pm (GMT-07). The

agenda items discussed include Updates on Communications and the website. POCs for publishing agendas, notices, and other RTA information. Review of January Board Meeting Agenda. Review of service RFPs: - Accounting, - Legal, - Banking, - Admin, - SIPA Service proposal (web hosting), - Review of Draft Budget, - Composition of Tech Committee, and Stakeholder Committee.

Outreach & Meetings – Updates on participation in community outreach opportunities, regional community meetings, and project-specific meetings:

- On Wednesday, December 14 the Eagle County Managers task force held its monthly meeting to discuss common challenges and opportunities to work together relating to transportation, housing, hiring, and retaining employees.
- Jennifer Collins hopes to have their final draft proposal to us sometime in the next few weeks on trash, single-stream recycling, and compost options for the Town of Eagle.

Administration & Organization

- We are still advertising for our Assistant Town Manager opening and preparing for our second round of interviews in the next few weeks.
- The Town staff has completed performance reviews and goals for 2022.
- The Town has drafted our first high-level work plan connected to the budget for 2023, our Staff is working on finishing the draft, and our goal is to have a working draft ready by the end of January.
- The Town staff is working on a draft Town of Eagle energy use and carbon database to help track our current and future use.

WORK SESSIONS:

To help the Town Council keep track of upcoming work sessions, below is a table of topics to be discussed over the next several months. Since it takes planning to execute a work session, preparing in advance is helpful. Staff will keep this table in this report and make changes as needed. The topics are subject to change:

Date	Topic
September 6, 2022 (DELIVERED)	Discuss Recommendations from the Housing Assessment
October 4, 2022 (DELIVERED)	2023 –2027 Capital Improvement Plan – Work Session
October 11, 2022 (COMPLETED)	Public Hearing: 2023 budget presentation – Operating
October 25, 2022 (COMPLETED)	Public Hearing: 2023 budget presentation – Capital Plan
November 1 st , 2022	Economic Planning Systems Final Housing Assessment Report
November 8 th , 2022	Final Public Hearing – Adoption of the 2023 Budget
November 22, 2022 (Meeting Cancelled)	
December 6, 2022 (DELIVERED)	Sylvan Lake Road Traffic Calming and Improvement Project
December 27, 2022 (Meeting Cancelled)	
Date	Topic
January 3, 2023 (Meeting Cancelled)	
February 7 th , 2023	Eagle River Park Discussion
February 21 st , 2023 – (4:00 PM – 6:00 PM)	Mnt. Rec Board/Council - Eagle Outdoor Pool Discussion
March 7 th , 2023	
April 4 th , 2023	
May 2 nd , 2023	
Request for Additional Work Sessions	Topic



To: Mayor and Town Council
 From: Larry Pardee, Town Manager, and Department Leads
 Date: January 10, 2023
 Re: Department Updates for December 2022

FINANCE DEPARTMENT

December 2022

Administration/Financial:

- **Bag Fee Notification to Businesses and Updates on Website** – Finance Staff created a [webpage](#) on the Town's website for the bag fee information and payment remittance. We also created a flyer that was distributed and a formal letter that was emailed and mailed to businesses that are effected by the new bag fee.
- **Pool Rebuild Financing:**
 - **Mountain Recreation** – Finance staff met with Scott Robinson and Sanjok Timilsina from Mountain Recreation to discuss the pool rebuild funding.
 - **Funding Options** – Finance had several conversations with different underwriters regarding the Town's options for the pool rebuild funding options.
- **Year End Transfers:**
 - Processed all Year End Budgeted Fund Transfers
 - Processed all Year End Combined Cash Transfers

Accounts Payable:

ACCOUNTS PAYABLE: INVOICES PAID							
	2018	2019	2020	2021	2022	VARIANCE FROM PY	
JANUARY	258	303	205	230	249	19	8%
FEBRUARY	272	254	237	217	254	37	17%
MARCH	304	326	234	247	243	(4)	-2%
APRIL	299	215	137	214	331	117	55%
MAY	260	275	162	260	269	9	3%
JUNE	151	298	221	400	398	(2)	-1%
JULY	460	414	314	239	329	90	38%
AUGUST	415	220	241	243	255	12	5%
SEPTEMBER	257	306	92	218	222	4	2%
OCTOBER	241	296	371	234	301	67	29%
NOVEMBER	304	174	244	299	363	64	21%
DECEMBER	276	387	286	245	258	13	5%
YEAR TO DATE	3,497	3,468	2,744	3,046	3,472	426	14%

Debt Service:

- Moody's conducted the Town's Re-Rating interview with staff. Moody's rates our Sales Tax Capital Improvement Fund (STCIF) Bond (River Park funding) and in doing so they rate the entire Town of Eagle as

well. Moody's has modified what is included in rating an organization. Previously Moody's did not include enterprise funds, however, they now do. The Town and STCIF rating was upgraded as follows:

- Town of Eagle - Aa3 to a Aa2
- STCIF – A2 to a Aa3

Moody's Rating System:

LONG-TERM RATING	SHORT-TERM RATING
Aaa Aa1 Aa2 Aa3 A1 A2 A3	Prime-1
Baa1 Baa2 Baa3	Prime-2
Ba1, Ba2, Ba3 B1, B2, B3, Caa1, Caa2, Caa3 Ca, C	Not Prime

Town of Eagle/STCIF (Information noted in Moody's Upgrade of Issuer Rating)	
Credit Strengths	Credit Challenges
Solid resident income and full value per capita	Planned uses of reserves will impact currently strong reserve levels
Strong reserve levels	Reliance on economically sensitive revenues with negative operating revenue volatility in past economic downturns
Low debt and fixed costs	
Factors that could lead to an upgrade	Factors that could lead to a downgrade
Significant economic diversification and GDP growth (issuer)	Economic contraction measured by GDP declines and or declining resident income/wealth (issuer)
Maintenance of very strong reserve levels after planned draws for one time capital (issuer)	Significant deterioration of available fund balance and/or liquidity (issuer)
Pledged revenue growth that leads to stronger debt service coverage (sales tax)	Significant increase in leverage and fixed costs (issuer)
	Pledged revenue declines that lead to a deterioration of debt service coverage (sales tax)

Payroll/HR:

- Holiday Bonuses prepared and issued at Holiday Party
- Completed 4th quarter Unemployment Tax Report
- Completed 4th quarter 941 Report
- Started Year-end Payroll Process
- Attended Workers Compensation 2022 Renewal Meeting with Network Insurance and HR – Premiums increased significantly for 2023, by 22%, from \$68,495 to \$83,692. 6% of the adjustment is due to payroll increases. The remaining 16% of the increase is due mainly to our increased Experience modification rate (EMOD) from 1.25 to 1.44. as well as general rate increases for specific positions. The Town's EMOD has increased due to recent significant workers comp injuries.

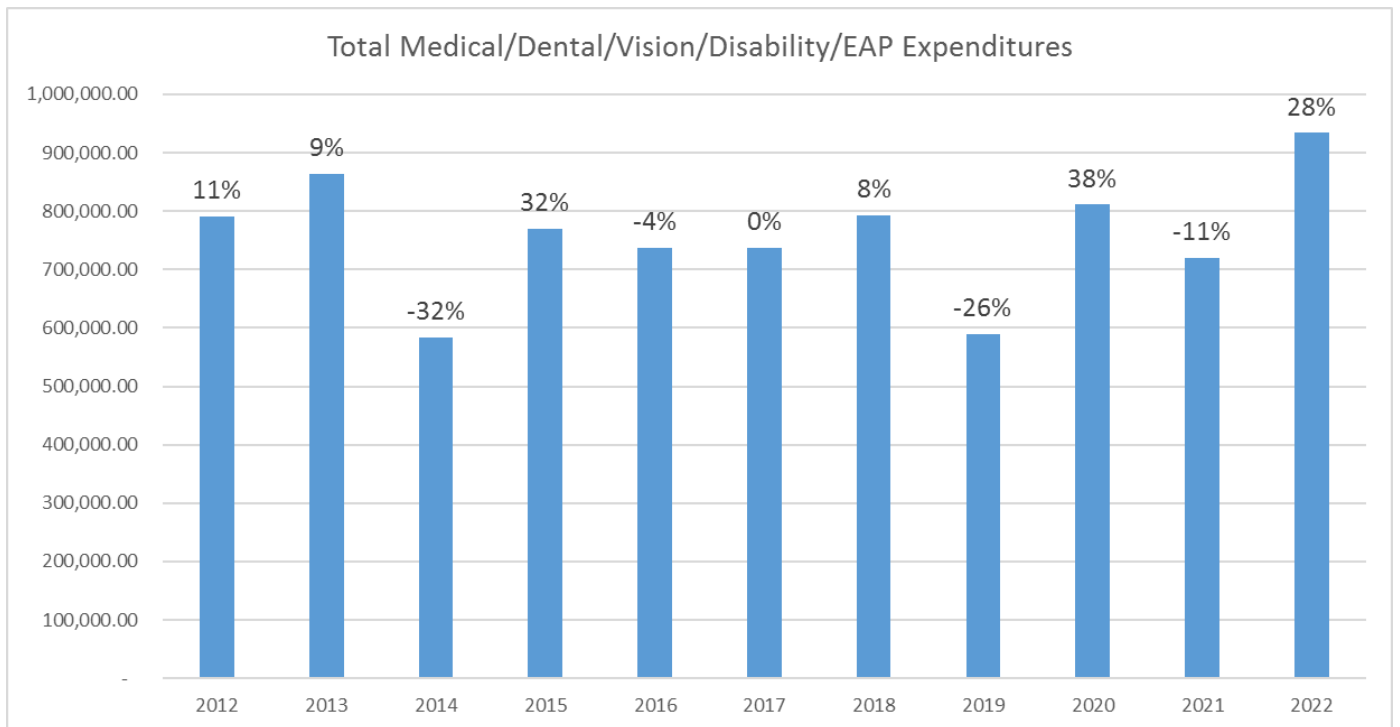
Historical Experience Modification Rate					
2018	2019	2020	2021	2022	2023
1.02	1.08	0.96	1.13	1.25	1.44

- Positions changes in payroll
 - 1 New Hire: Police Chief
 - 2 Terminations:
 - B&G seasonal Maintenance Worker
 - Refuse/Yardwaste – Seasonal Maintenance Worker
- Assisted H/R with review of Market/Market increases for Staff to ensure accuracy

Benefits:

Year over year total employee Insurance benefit costs to the Town: *Please note percentages are variances from prior year.*

- The Town's Health Insurance expense for 2022 was \$933,703.19, which is \$213,166 over 2021. The Town changed to a fully insured model in 2021. The Town previously had a partial self-insurance plan which created the potential for large swings based on actual claims paid.



Utilities:

- **December 2022:**
 - Property Transfers – 8
 - New Account Set Up – 0
 - Utility Red Tags – 26
 - Water Shut Offs – 0

- **3 Year Information:**

Year	2022	2021	2020
New Account Set Up	51	27	49
Property Transfers	168	187	179
Red Tags	277	245	187
Shut Offs	13	6	2

- Water Usage was down 2% over prior 3-year average in December and down 6% for the entire year over the prior 3-year average.

Water Usage (In Thousands)							
MONTH	2019	2020	2021	PRIOR 3 YEAR AVERAGE	2022	CHANGE OVER AVERAGE	
DECEMBER	15,503	16,272	13,871	15,215	14,847	(368)	-2%
TOTAL YTD	370,618	412,372	381,466	386,132	361,826	(24,306)	-6%

Training:

- Caselle Year End Webinars – Payroll and Accounts Payable (Jill – 12/13 & 12/15)
- Thompson Reuters – Preparing for your governmental Audit (Jill – 12/20/22)

Town Council Department

Budget to Actual:

TOWN OF EAGLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TOWN COUNCIL</u>					
10-49-110 SALARIES & WAGES	3,800.00	45,800.00	45,800.00	.00	100.0
10-49-142 WORKERS COMPENSATION	.00	41.17	59.00	17.83	89.8
10-49-143 HEALTH & INSURANCE BENEFITS	.00	216.00	168.00	(48.00)	128.6
10-49-144 FICA - EMPLOYER'S	290.70	3,488.40	3,488.00	(.40)	100.0
10-49-210 OFFICE SUPPLIES	.00	56.00	.00	(56.00)	.0
10-49-310 COMMUNICATION & SHIPPING	.00	5.99	.00	(5.99)	.0
10-49-320 LEGAL NOTICES	.00	.00	300.00	300.00	.0
10-49-347 PROFESSIONAL SERVICES	.00	3,500.00	.00	(3,500.00)	.0
10-49-371 TRAVEL EXPENSE	.00	251.25	1,000.00	748.75	25.1
10-49-372 MEETING EXPENSE	68.74	960.73	5,156.00	4,195.27	18.6
10-49-380 TUITION & BOOKS	.00	434.99	1,220.00	785.01	35.7
10-49-450 SPECIAL COUNCIL FUNDING	5,147.00	36,150.10	41,889.00	5,738.90	86.3
10-49-510 INSURANCE	.00	300.82	801.00	500.18	37.6
10-49-915 COMMUNITY REQUESTS	2,433.00	49,488.00	51,000.00	1,512.00	97.0
TOTAL TOWN COUNCIL	11,739.44	140,493.45	150,681.00	10,187.55	93.2

** This report includes invoices received/paid as of 12/30/21, additional 2022 invoices will be received and paid for over the next two month, the \$10,187.55 of unexpended funds will be reduced.*

SPECIAL EVENTS & MARKETING

DECEMBER EVENTS

- Christmas on Broadway
- Town of Eagle Holiday Party
- ARTwalk / Wassail Fest
- Eagle Chamber Mixer, co-hosted by TOE
- Holiday Lighting Contest

Marketing & Events Advisory Committee (MEAC)

- Staff presented funding recommendations to Town Council December 13
 - Businesses on Broadway upset with the new Block Party dates
 - DBA disappointed they did not receive funding for 2023 Christmas on Broadway. Staff to make recommendation to Council for Christmas on Broadway to be produced by the DBA.

MARKETING

- Planning to launch REFRESH of EagleOutside 2.3.23
- Collaborating with DotZero Multimedia on Refresh for EagleOutside
- Partnering with Capture the Action on photography for EagleOutside
- Maintain and update EagleOutside events calendar and special events homepage
- Daily Social Media posts on Facebook and Instagram
- Created flyer for 12th Night tree burning NEW location. Distributed flyers to houses surrounding Bull Pasture Park.
- Announced winners of Holiday Lighting Contest on EagleOutside. Delivered festive bags and festive yard sign to winners.

ADMINISTRATIVE DUTIES

- Responded to complaints regarding new Block Party dates, event process, and new 12th Night date-JAN 5
- Staff received notification from Eagle Mushroom Festival they are cancelling their 2023 event due to overlapping dates with Block Party. Note: Historically the Mushroom Festival is the first weekend in August. Brush Creek Pavilion was booked August 4, so they scheduled their event August 11.
- Ensure all invoices are properly coded, routed and submitted to finance in a timely manner
- Created funding notifications for MEAC events, community events, and community programs – notifications will be sent first week of January.

MEETINGS

- 12th Night tree burning – now a town-produced event; bi-weekly meetings with PW, PD and GEFPD to review new date & location.
- Met with Tipi Raisers to learn about the indigenous culture and how we can integrate the 4-Directions Ride with Flight Days (June 23, 2023)
- EagleOustide.com planning committee; finalize trails, add blogs, update photography
- Met with Block Party to discuss 3-5 year plan. And how does Ted plan to collaborate with Broadway businesses in 2023.
- Met with Danita, CASE Manager for Avon, regarding Avon’s event permitting process
- Met with The Cycle Effect to discuss new event in the Fall, Haymaker Jam
- Met with Showdown Town to discuss long term sustainability of event
- Completed Community Leadership Academy, presented by VVP

UPCOMING EVENTS

	JANUARY 2023
--	--------------

JAN 5	12 th Night Christmas Tree Burning Bonfire - Bull Pasture Park
	February
FEB 10-18	Porchlight Players
FEB 10	ARTwalk

COMMUNITY DEVELOPMENT

December 2022

LONG RANGE PLANNING

- **ReCode Eagle – The Land Use and Development Code (LUDC) Update**
 - o The Code committee's next meeting is scheduled for 1/23/23.
 - o Adoption schedule:
 - Planning & Zoning Recommendation hearing: 5/2/2023
 - Town Council Adoption hearing: 5/23/2023
 - o As public drafts of sections of the new Code become available, community members can view these resources at www.Townofeagle.org/ReCodeEagle.
- **Comprehensive Affordable Housing Assessment (CAHA) by Economic & Planning Systems (EPS)**
 - o Preparation of the CAHA final report is near completion. EPS will have a draft to staff the week of January 9th.

LAND USE APPLICATIONS IN PROGRESS

For more information and to access project documents, visit the Town's [Active Land Use Applications Page](#).

- **DR22-06: Haymeadow Cabin Major Development Permit**
 - o A Major Development Permit application to renovate the existing Haymeadow Cabin including grading and landscaping the surrounding area for an outdoor event space.
 - o The reschedule date remains to be determined
 - o Public hearing schedule:
 - Planning & Zoning Commission: ~~11/15/2022~~ Cancelled
 - Town Council: ~~12/13/2022~~ Continued
- **SU22-04: Wanderlust Dog Ranch Special Use Permit**
 - o A Special Use Permit application to operate a kennel in the Commercial General (CG) zone district.
 - o At the 12/20/22 meeting, the Planning & Zoning Commission approved a parking determination of 0.16 space per dog for the dog-care and kennel use related to this application.
 - o Public hearing schedule:
 - Planning & Zoning Commission: 1/17/2023
 - Town Council: 1/24/2023
- **LURA23-01: Amendment to Municipal Code**
 - o A request to amend Title 4 of the Town Code to include a new Commercial General East District consistent with the Town's ongoing ReCode effort.
 - o Public hearing schedule:
 - Planning & Zoning Commission: 1/3/2023
 - Town Council: 1/10/2023 (requesting to table to 1/24/2023)

BUILDING DEPARTMENT UPDATE

- Staff anticipates the adoption of 9x new International Codes by the end of the first quarter.

MAJOR CONSTRUCTION PROJECTS

- 435 Eby Creek Apartments: 30-unit apartment building
 - o About to begin steel framing.
- 410 Broadway: Mixed-use building on Broadway
 - o Sub-contractors have begun installing mechanical, electrical, and plumbing.
- Eagle River Park Pavilion
 - o Wood framing has commenced, including the roof.
- Reserve at Hockett Gulch: Phase 1a (Grading, Access, Clubhouse, Apartment Buildings)

- o Plans review for the 6x full building permits is still in progress; 5x-multi family unit buildings and the clubhouse.
- o First plumbing inspection for one of the multi-family buildings completed. Plumbing installation at the clubhouse imminent.
- o Staff anticipates full permits to be issued by the end of the first quarter.
- Haymeadow: Residential Multi Family-1 (RMF-1)
 - o Plans review has commenced for 7x multi-family buildings.
 - o Full permits should be issued by the end of the first quarter.
- 115 E second Street, Flower Hound at Broadway Station
 - o Pending permit issuance for a retail and floral cultivation space.

The figures below show general activity levels not broken down by permit type (building, electrical, plumbing, mechanical, etc.)

TYPE OF WORK PERFORMED	NUMBERS PERFORMED IN 2021	NUMBERS PERFORMED EOY 2022
Inspections (n/i planning/pw)	1,380	1308
Permits Processed	359	465

OTHER NOTABLE UPDATES

- HB21-1271 IHOI Incentives Grant Program
 - o Staff has prepared Resolution 04-2023 requesting Town Council's support to submit a grant application to fund impact fees and infrastructure expenses for the Habitat/3rd Street affordable housing project.
- HB22-1304 Transformational Housing Grant Program
 - o Notice of Funding Availability was released November 2022. Staff has been collaborating on potential project ideas and partnership opportunities in the community. Staff also met with the regional Division of Housing representative to gain a better understanding of the scoring criteria, discuss ways to remain competitive, and learn about alternative future funding opportunities.

TOWN COUNCIL AND PLANNING & ZONING COMMISSION MEETING SCHEDULE:

January 2023
January 10 th (Town Council) • LURA23-01 Commercial General East Zone District (to be tabled to 1/24)
January 17 th (Planning & Zoning Commission) • SU22-04 Wanderlust Dog Ranch Special Use Permit
January 24 th (Town Council) • SU22-04 Wanderlust Dog Ranch Special Use Permit • LURA23-01 Eagle Meadows Commercial General East Zone District (tabled from 1/10)

POLICE DEPARTMENT

December 2022

2022 December Calls for Service: 1,012
2022 January-December: 12,972

2021 December Calls for Service: 972
2021 January-December: 10,604

<i>Agency Assist -- 7</i>	<i>Fire/Medical -- 8</i>
<i>Assault -- 6</i>	<i>Fraud -- 1</i>
<i>Burglary -- 0</i>	<i>Harassment -- 7</i>
<i>Burglary False Alarm --6</i>	<i>Juvenile/Family Incident -- 2</i>
<i>Child Abuse Investigations -- 0</i>	<i>Missing/Recovered Juvenile -- Adult- - 0</i>
<i>Citizen Assist -- 42</i>	<i>Narcotics -- 0</i>
<i>Civil -- 3</i>	<i>Noise -- 5</i>
<i>Code Violation -- 4</i>	<i>Protection Order Violation -- 2</i>
<i>Crash -- 28</i>	<i>Sex Assault -- 0</i>
<i>Damage/Vandalism -- 3</i>	<i>Misconduct Investigations -- 0</i>
<i>Death -- 2</i>	<i>Sex Offender Check/Registration -- 0</i>
<i>Disturbance -- 9</i>	<i>SRO Related -- 26</i>
<i>Dogs Leash, Welfare or Noise (EPD and not A.C.) 15</i>	<i>Suicidal/Welfare -- 7</i>
<i>DUI/D -- 1</i>	<i>Suspicious Person/Vehicle/Occurrence -- 31</i>
<i>DUR -- 1</i>	<i>Theft -- 8</i>
<i>F or M Menace/Assault/Weapons MM- FW- 0</i>	<i>Trespassing -- 3</i>
	<i>Warrant Arrest -- 3</i>
	<i>Wildlife Animal --10</i>

Chief Derek Bos was sworn in on December 12, 2022. We are excited to have him leading our team into 2023!

During one of the first big snows of December, a civilian driving down Capitol Street slid and hit one of the buildings East of Brush Creek Park by the gardens, causing severe damage. Town of Eagle Public Works was notified of the damage and the driver was charged with driving too fast for conditions and criminal mischief.

Officer Stahl handed out a community action award to a citizen safely picking up trash in the roundabouts. Another afternoon, Officer Westering stopped by Eagle Town Park to chat with some hockey players on the outdoor ice rink.

Officers continue to conduct snow-event parking enforcement per Town Code.

On a snowy afternoon, an unknown male stole a large bag of snow clothes off the sidewalk near where the victim was spending time at the Town Park. The victim was able to provide a description of the suspect vehicle. Shortly after that, another victim reported that her parked car had been broken into and her wallet stolen, and later that her stolen card had been used at Walmart in Avon. Officers believe that the same person committed both crimes and are working with Avon PD to obtain surveillance video from Walmart in hopes of identifying the suspect.

Officers took a report of a motor vehicle accident at the intersection of Grand Ave and Brooks Ln after vehicle 1 rear-ended vehicle 2 who in turn rear-ended vehicle 3. The driver of vehicle 1 was charged with following too closely.

While returning from a previous call Stahl encountered a couple of youths who had set up a holiday cookie stand. Some delicious treats were procured and promptly devoured. Officer Bonta and Sergeant Causey retrieved some Christmas meals from the Community Pantry in Gypsum and distributed them to some local families in need.

3 civilians got into an argument outside a residence and one of the suspects punched the victim while the other suspect struck the victim with a bat. The two suspects fled on foot before getting in their vehicle and fleeing.

Officers quickly identified the vehicle and one of the suspects based on many previous contacts and the description provided by the victim. A traffic stop was conducted and after investigation, the driver was charged with driving under revocation and third-degree assault while the passenger was arrested on preexisting felony and misdemeanor warrants and charged with second-degree assault.

While on evening patrol, Officer Suehrstedt came upon three parked vehicles that were severely damaged in an apparent hit and run. Officer Sanders followed the trail to another badly damaged parked vehicle, which was determined to belong to the offending driver. The driver was charged with leaving the scene of an accident, failure to report an accident, and careless driving. A couple of weeks later, the same driver hit the back of another parked vehicle in the same location and this time, chose to stay on scene. After investigation, the driver was charged with driving under the influence and careless driving and his driver license was confiscated.

Your Eagle Police Department was honored to participate in this year's Tip a Cop event graciously hosted by the Lancelot restaurant in Vail. Partnered with Vail Police Department, Avon Police Department, Eagle County Sheriff's Office, Colorado State Patrol and Special Olympics Colorado, Eagle Police helped to raise nearly \$3,000 in tips directly benefiting the Special Olympics. Thank you to the community for your generous donations and to the Lancelot and staff for hosting us for the evening!

A dispute over the placement of a mattress while a tenant was moving out escalated after a relative of the tenant got physical with another resident on the property. After officers arrived, the relative of the first tenant failed to obey lawful orders and quickly fled the scene in a rental moving truck. The driver was quickly stopped by ECSO deputies in the area and charged by Eagle PD with running a stop sign, obstruction, eluding, and harassment. The resident was charged with harassment towards the tenant (who was simply trying to move out of the residence) for repeated contact and escalating the issue unnecessarily.

One morning, elementary school students sang some Christmas songs to first responders at the school. Officers Scriver and Westering attended with holiday cheer. Also in the holiday spirit, Sergeant Causey and Officer Stahl spent time at the Masonic Lodge for the toy store community event.

County Court – Available upon request.

Local and Regional Calls for Service – Available at Dispatch

HUMAN RESOURCES

December 8, 2022 – January 5, 2022

Benefits

- Benefits orientation conducted for new Chief
- Benefits enrollment processed for PW new Hire
- Continued efforts researching local Benefit market analysis per Council Request for total compensation evaluation

Risk Management, Safety and Work Comp

- Managing 13 General Liability & PC Open claims, 2022 total claims = 22
- Managing 1 work comp claim, 2022 total claims = 6
- Attended Work Comp Renewal Meeting – several action items for 2023
- Administering 3 FMLA cases

Recruiting – Onboarding

- HR Admin Tech, conducting continued training and onboarding
- New hire orientation for new Chief
- Building Inspector position filled, starts 1/18/2023
- Reposted Assistant Town Manager position, reviewing resumes, will pre-screen soon
- 2022 started with 30 open positions, increased to 36 positions, deleted 3 seasonal
 - Total 33 (11 were newly budgeted positions for 2022).
 - 25 positions filled
 - 3 positions in progress, reviewing applications and screening
 - Candidates
 - 5 positions moved to 2023 recruitment priority list
 - -3 seasonal positions deleted – too late in season to fill

Administration, Compensation

- HR File Record Retention project, 98% completed
- Compensation study –finalized Pay Plan, currently finalizing employee pay adjustments for 2023 reflected on pay day 1/20/2023.
- Compensation Consultant follow up calls, employee questions
- Continued local data research with current job postings for other municipalities and government entities
- Performance Evaluation Merit Increase Scores approved by all Department Managers
- Efforts on Year End and New Year processes

Training/Meetings

- Reviewed Co. Tax guidelines for 2023 new hires
- Started researching 2023 training options for supervisors and leadership roles

TOWN CLERK

December 2022

Communications – Eagle Today – 3557 Subscribers

IN THIS EDITION: DECEMBER 29, 2022

- 12th Night Bonfire
- Town Offices Closed
- [Planning Commission Vacancies](#)
- Holiday Lighting Contest Winners
- [Rocky Mountain Youth Corps](#)
- [Seasonal Trail Closures](#)
- [New Bag Fee in 2023](#)
- [Building FAQs, Zoning FAQs](#)
- [Updated Use Tax Multiplier](#)
- [ReCode Eagle](#)
- [Open Town Staff Positions](#)
- See Something Say Something
- [Ask the Town](#)
- [NEW! Community Development Customer Experience Survey](#)

COMCAST UPDATE – DECEMBER 22, 2022

Website News Flash

- Planning and Zoning Commission Vacancies
- Town of Eagle Energy Efficiency Program
- Town Offices Closed for the Holidays
- Community Development Hours
- Town of Eagle Awarded a Rocky Mountain Youth Corps for 2023
- Residential Curbside Collection Pilot Program
- Seasonal Trail Closures
- New State Law Benchmarking Program

Ask the Town – <https://www.townofeagle.org/975/Ask-us-a-question>

- 2023 Water, Trash, and Sewer Rate Inquiry
- Lighting Request at the corner of Capitol and Grand Avenue
- Sidewalk Snow Clearing Request

Records Requests December – 1 – 2022 Total – 41

Licenses

- 2023 Business License Renewal Notice sent out via Email December 21
 - 127 Renewals Processed through January 4, 2023
- Liquor License 2022 Revenue: \$11,031.25 – Budget \$6,854.00
 - Chair 4 LLC Transfer of Ownership
 - Your Father's Office Transfer of Ownership
 - The Bowlmor dba BackBowl Renewal
- Marijuana - 2022 Revenue: \$7,000.00 – Budget \$8,000.00 (includes tobacco)
 - No Activity
- Tobacco
 - Four Renewals for 2023 out of five total licenses issued

Training/Meetings

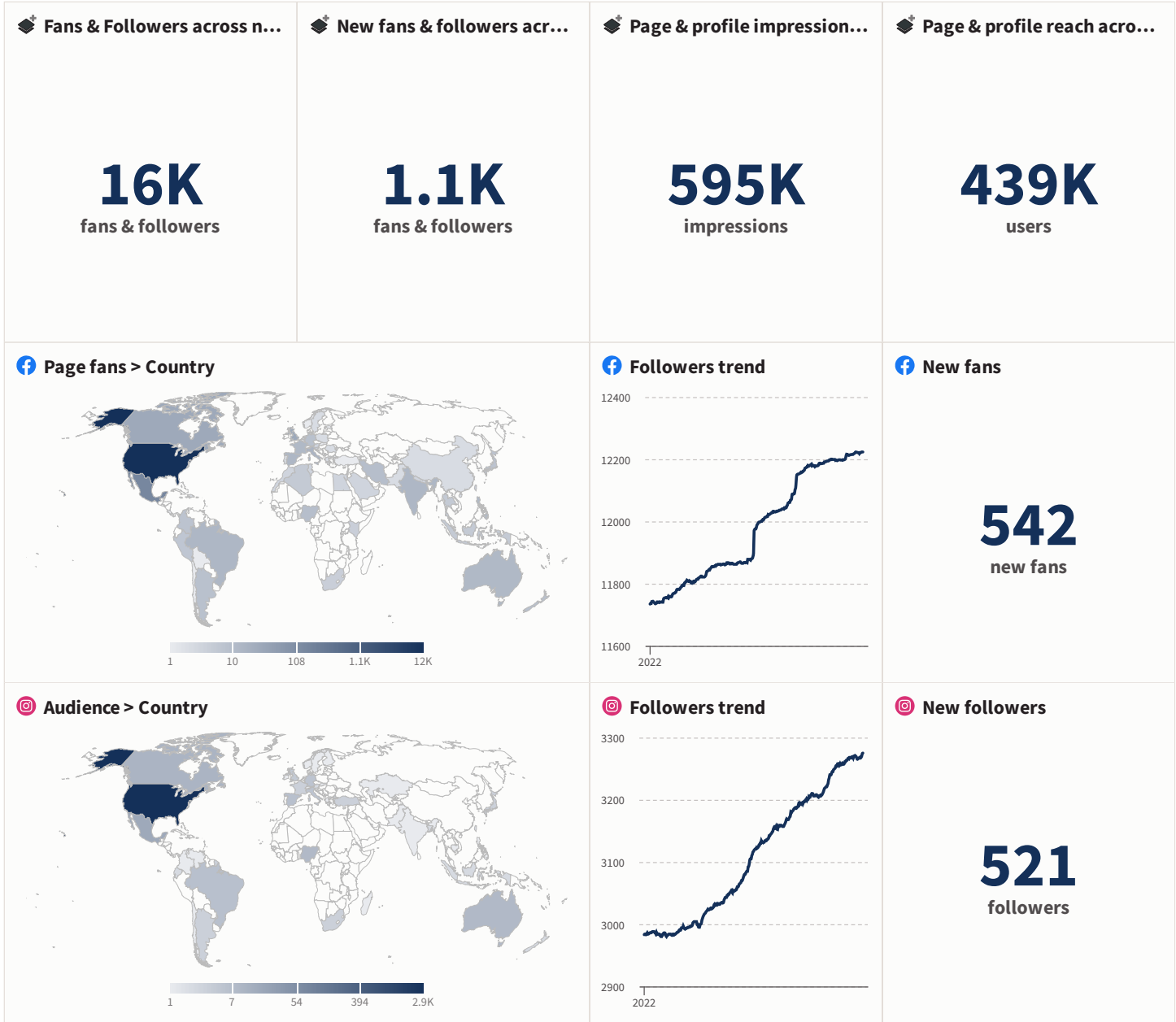
- Town Council Work Session December 6
- Eagle Municipal Court December 7 & 21

- Employee Holiday Party December 8
- Derek Bos Swearing in Ceremony December 12
- Town Council Meeting December 13
- Lunch n Learn Information Technology December 15
- Chamber Mixer – Co Sponsored by Town of Eagle December 15
- Economic Vitality Committee Meeting December 19



Your 2022 Year in Review

Jan 01 - Dec 31, 2022

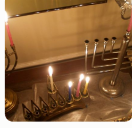
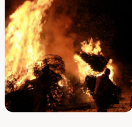
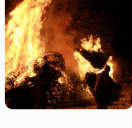
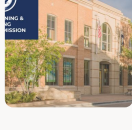
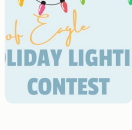
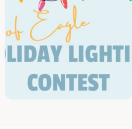
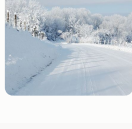
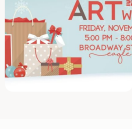
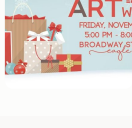
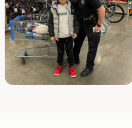
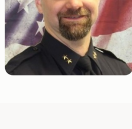
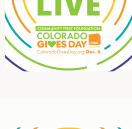
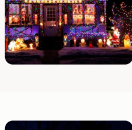
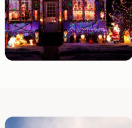
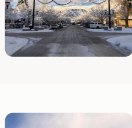
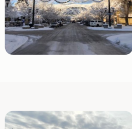
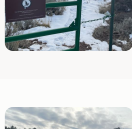
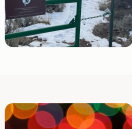
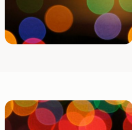
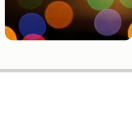


Post performance - Facebook Pages

Data from 01 Dec, 2022 to 31 Dec, 2022

Sources

- Eagle Outside
- Town of Eagle, CO

DATE ▼	POST	AUTHOR	COMMENTS	ENGAGED USE...	ENGAGEMENT...	REACH	REACTIONS	SHARES	VIDEO VIEWS
Eagle Outside Dec 29, 22:01	 The Town of Eagle offices will be closed Friday, December 30th and Monday, January 2nd in observance of the New Year Holiday. Happy New Year!	Town of Eagle	0	0	0%	230	0	0	0
Town of Eagle, CO Dec 29, 22:00	 The Town of Eagle offices will be closed Friday, December 30th and Monday, January 2nd in observance of the New Year Holiday. Happy New Year!	Town of Eagle	0	4	0.93%	431	3	0	0
Town of Eagle, CO Dec 28, 18:02	 Are you passionate about Eagle? Would you like to help shape the future of your community and support the needs & goals of the public? Join the Planning & Zoning Commission to participate! The Town is seeking applicants to fill two...	Town of Eagle	0	2	0.58%	346	1	0	0
Eagle Outside Dec 27, 17:01	 Twelfth Night Bonfire THURSDAY, JANUARY 5, 2023 6:00pm Bull Pasture Park The Eagle Lions Club has hosted this event for over 50 years; thank you for your long-standing commitment. The Club decided not to be involved this year. Th...	Town of Eagle	0	7	2.61%	268	5	1	0
Town of Eagle, CO Dec 27, 17:00	 Twelfth Night Bonfire THURSDAY, JANUARY 5, 2023 6:00pm Bull Pasture Park The Eagle Lions Club has hosted this event for over 50 years; thank you for your long-standing commitment. The Club decided not to be involved this year. Th...	Town of Eagle	1	33	7.28%	453	15	2	0
Eagle Outside Dec 27, 01:00	 Wishing you a Happy Hanukkah and a Happy New Year!	Town of Eagle	0	1	0.41%	245	0	0	0
Town of Eagle, CO Dec 27, 01:00	 Wishing you a Happy Hanukkah and a Happy New Year!	Town of Eagle	0	5	1.28%	392	4	0	0
Eagle Outside Dec 24, 15:01	 Wishing you and your family a very Merry Christmas!	Town of Eagle	0	2	0.74%	271	0	0	0
Town of Eagle, CO Dec 24, 15:01	 Wishing you and your family a very Merry Christmas!	Town of Eagle	1	46	5.66%	813	23	0	0
Eagle Outside Dec 23, 22:02	 The Town of Eagle offices will be closed Friday, December 23 & Monday, December 26, in observance of the Christmas Holiday.	Town of Eagle	0	1	0.43%	231	0	0	0
Town of Eagle, CO Dec 23, 22:01	 The Town of Eagle offices will be closed Friday, December 23 & Monday, December 26, in observance of the Christmas Holiday.	Town of Eagle	0	1	0.25%	396	1	0	0
Eagle Outside Dec 22, 15:02	 Thank you all who entered the Town of Eagle Holiday Lighting Contest. Well done, Eagle! Winners, along with addresses, are listed on EagleOutside.com/entry-calendar	Town of Eagle	0	146	12.21%	1,196	7	3	0
Town of Eagle, CO Dec 22, 15:00	 Thank you all who entered the Town of Eagle Holiday Lighting Contest. Well done, Eagle! Winners, along with addresses, are listed on EagleOutside.com/entry-calendar	Town of Eagle	0	153	17.21%	889	20	0	0
Town of Eagle, CO Dec 21, 18:01	 🔴 Building & Planning will be temporarily closed Thursday, Dec. 22, between 11 am - 3:00 pm. For assistance during this time, please see Administration on the 1st Floor of Eagle Town Hall or call (970) 328-6354.	Town of Eagle	0	3	0.71%	420	1	0	0
Eagle Outside Dec 21, 01:00	 Happy 3rd night of Hanukkah!	Town of Eagle	0	10	1.95%	513	1	1	0
Town of Eagle, CO Dec 21, 01:00	 Happy 3rd night of Hanukkah!	Town of Eagle	0	11	2.52%	436	9	0	0
Town of Eagle, CO Dec 20, 15:33	 Your Eagle Police Department was honored to participate in this year's Tip a Cop event graciously hosted by the Lancelot restaurant in Vail! Partnered with Vail Police Department, Avon Police Department, Eagle County Sheriff's Office...	Town of Eagle	0	79	10.44%	757	22	0	0
Eagle Outside Dec 16, 19:01	 Friday, December 16th is the last day to enter the Holiday Lighting Contest. Visit EagleOutside.com to submit an entry form. Past Griswold winner pictured below.	Town of Eagle	1	35	6.9%	507	3	0	0
Town of Eagle, CO Dec 16, 19:00	 Friday, December 16th is the last day to enter the Holiday Lighting Contest. Visit EagleOutside.com to submit an entry form. Past Griswold winner pictured below.	Town of Eagle	0	7	2.41%	290	0	0	0
Eagle Outside Dec 15, 13:01	 12th Night Tree Burning - NEW LOCATION - In 2023, the bonfire will be at Bull Pasture Park! Thursday, January 5th at 6pm. Christmas tree drop-off begins on Monday, December 26 at BULL PASTURE PARK, located at 7th & Wall St.	Town of Eagle	0	2	0.94%	213	2	0	0
Town of Eagle, CO Dec 15, 13:00	 12th Night Tree Burning - NEW LOCATION - In 2023, the bonfire will be at Bull Pasture Park! Thursday, January 5th at 6pm. Christmas tree drop-off begins on Monday, December 26 at BULL PASTURE PARK, located at 7th & Wall St.	Town of Eagle	17	277	10.62%	2,609	34	11	0
Town of Eagle, CO Dec 15, 02:00	 Are you passionate about Eagle? Would you like to help shape the future of your community and support the needs & goals of the public? Join the Planning & Zoning Commission to participate! The Town is seeking applicants to fill two...	Town of Eagle	0	4	1.36%	294	0	0	0
Eagle Outside Dec 12, 19:01	 Holiday Lighting Contest 🎄 Judging will take place Monday, December 19th, 6pm. Six categories: 1st Place, 2nd Place, 3rd Place, Most Creative, Most Whimsical, and Most Clark Griswold. Enter to win on EagleOutside.com ...	Town of Eagle	0	2	0.69%	291	1	0	0
Town of Eagle, CO Dec 12, 19:00	 Holiday Lighting Contest 🎄 Judging will take place Monday, December 19th, 6pm. Six categories: 1st Place, 2nd Place, 3rd Place, Most Creative, Most Whimsical, and Most Clark Griswold. Enter to win on EagleOutside.com ...	Town of Eagle	0	4	0.93%	430	2	0	0
Town of Eagle, CO Dec 08, 19:11	 After last night's snowfall, Eagle Police Department would like to remind residents in the Eagle Ranch Village Homes area of the below street-parking restrictions that are in effect if two (2) or more inches of un-drifted snow...	Town of Eagle	7	161	9.69%	1,661	20	4	0
Eagle Outside Dec 08, 19:02	 ARTwalk this Friday, December 9, 5pm-8pm. Wassailfest. Pictures with Santa. AND the Eagle Valley High School Choir will be caroling up and down Broadway #evhsdevils	Town of Eagle	0	3	1.22%	245	2	0	0
Town of Eagle, CO Dec 08, 19:01	 ARTwalk this Friday, December 9, 5pm-8pm. Wassailfest. Pictures with Santa. AND the Eagle Valley High School Choir will be caroling up and down Broadway #evhsdevils	Town of Eagle	0	2	0.55%	361	1	0	0
Town of Eagle, CO Dec 07, 19:37	 Your Eagle Police Department was honored to be a part of this year's Shop with a Cop event! Fun was had, presents were wrapped, and the kids got a visit from Santa at the end of the evening. We'd like to extend our gratitude and...	Town of Eagle	0	239	19.59%	1,220	62	0	0
Eagle Outside Dec 07, 13:02	 Here We Come A-wassailing. Wassailfest starts today! Downtown Eagle has a bunch of participating businesses showing off their secret recipes through Friday, December 9. More details can be found on Facebook/Eagle Wassailfest	Town of Eagle	0	4	1.1%	365	2	0	0
Town of Eagle, CO Dec 07, 13:01	 Here We Come A-wassailing. Wassailfest starts today! Downtown Eagle has a bunch of participating businesses showing off their secret recipes through Friday, December 9. More details can be found on Facebook/Eagle Wassailfest	Town of Eagle	0	9	1.26%	717	3	1	0
Town of Eagle, CO Dec 06, 21:25	 The Town of Eagle and Eagle Police would like to invite the public, media, and agency partners to join us on Monday, December 12th 2022 at 12pm for the swearing-in ceremony for our new Chief of Police, Derek Bos. The ceremony wi...	Town of Eagle	4	58	6.23%	931	11	0	0
Eagle Outside Dec 06, 12:02	 (Post with no description)	Town of Eagle	0	1	0.5%	199	1	0	0
Town of Eagle, CO Dec 06, 12:01	 (Post with no description)	Town of Eagle	0	4	1.05%	381	2	1	0
Eagle Outside Dec 05, 19:02	 Town of Eagle Holiday Lighting Contest - nominate your home or a neighbor's home. Judging will take place on Monday, December 19th. Entry forms found on EagleOutside.com	Town of Eagle	0	2	1.04%	192	0	0	0
Town of Eagle, CO Dec 05, 19:01	 Town of Eagle Holiday Lighting Contest - nominate your home or a neighbor's home. Judging will take place on Monday, December 19th. Entry forms found on EagleOutside.com	Town of Eagle	0	10	2.29%	436	3	0	0
Eagle Outside Dec 03, 15:02	 Who's ready for a parade? Christmas on Broadway 🎄 5pm Festivities Begin 5:30pm Parade Begins 6pm Pictures with Santa 6pm-8pm Enjoy shopping & dining along Broadway #seasonsgreetings #happyholidays #merrychristmas	Town of Eagle	0	4	1.44%	278	1	0	0
Town of Eagle, CO Dec 03, 15:00	 Who's ready for a parade? Christmas on Broadway 🎄 5pm Festivities Begin 5:30pm Parade Begins 6pm Pictures with Santa 6pm-8pm Enjoy shopping & dining along Broadway #seasonsgreetings #happyholidays #merrychristmas	Town of Eagle	1	31	3.99%	776	13	1	0
Eagle Outside Dec 02, 22:48	 Town of Eagle Open Space and Trails Seasonal Wildlife Closures are Now In Effect. Please help minimize disturbance to wintering wildlife by not using closed trails or open space properties. Minimizing disturbance to wintering...	Town of Eagle	0	19	5.08%	374	3	2	0
Town of Eagle, CO Dec 02, 22:48	 Town of Eagle Open Space and Trails Seasonal Wildlife Closures are Now In Effect. Please help minimize disturbance to wintering wildlife by not using closed trails or open space properties. Minimizing disturbance to wintering...	Town of Eagle	0	5	1.47%	341	2	0	0
Eagle Outside Dec 01, 13:02	 It's the most wonderful time of the year! DEC 3 - Christmas on Broadway 5pm-8pm DEC 7-9 Wassailfest Downtown Eagle businesses DEC 9 - ARTwalk 5pm-8pm DEC 19 - Holiday Lighting Contest, entry forms found on EagleOutside.com	Town of Eagle	1	10	2.75%	363	4	0	0
Town of Eagle, CO Dec 01, 13:00	 It's the most wonderful time of the year! DEC 3 - Christmas on Broadway 5pm-8pm DEC 7-9 Wassailfest Downtown Eagle businesses DEC 9 - ARTwalk 5pm-8pm DEC 19 - Holiday Lighting Contest, entry forms found on EagleOutside.com	Town of Eagle	0	11	1.98%	555	5	1	0

Sales Tax – 2022 Sales Tax

Fourth Quarter Report will be available in February.

2022					
Month	Filing Period	Revenue Period	O/U	Online Sales	Online Retailers
Jan	\$ 662,709.65	\$ 756,522.10	10%	\$108,423.99	1700
Feb	\$ 655,243.25	\$ 645,546.63	12%	\$76,896.61	1570
Mar	\$ 740,573.77	\$ 662,102.20	26%	\$78,856.55	1508
1 Q	\$ 2,058,526.67	\$ 2,064,170.93	15%	\$264,177.15	
Apr	\$ 666,849.03	\$ 690,087.86	11%	\$96,780.33	1670
May	\$ 701,782.42	\$ 697,691.25	21%	\$80,285.44	1696
Jun	\$ 777,735.94	\$ 693,689.31	10%	\$89,006.46	1678
2 Q	\$ 2,146,367.39	\$ 2,081,468.42	14%	\$266,072.23	
Jul	\$ 774,047.06	\$ 762,434.69	11%	\$106,817.35	1707
Aug	\$ 760,734.12	\$ 811,313.66	15%	\$99,649.28	1796
Sep	\$ 775,582.79	\$ 926,873.65	40%	\$99,874.53	1827
3 Q	\$ 2,310,363.97	\$ 2,500,622.00	22%	\$306,341.16	
Oct	\$ 753,238.71	\$ 773,788.97	-3%	\$ 107,788.03	1728
Nov	\$ 693,908.58	\$ 786,384.35	22%	\$106,274.99	1743
Dec		\$ 718,801.18	10%	\$95,277.08	2023
4 Q	\$ 1,447,147.29	\$ 2,278,974.50	8%	\$309,340.10	
Revenue	\$ 7,962,405.32	\$ 8,925,235.85	15%	\$1,145,930.64	
2021					
Month	Filing Period	Revenue Period	O/U	Online Sales	Online Retailers
Jan	\$ 551,313.99	\$ 688,558.97	19%	\$67,050.62	1443
Feb	\$ 522,986.18	\$ 576,588.68	20%	\$81,832.64	1311
Mar	\$ 620,939.31	\$ 525,690.74	13%	\$51,489.75	1270
1 Q	\$ 1,695,239.48	\$ 1,790,838.39	18%	\$ 200,373.01	
Apr	\$ 593,827.70	\$ 623,363.57	13%	\$67,089.31	1429
May	\$ 626,333.80	\$ 575,664.72	17%	\$70,368.59	1264
Jun	\$ 694,553.55	\$ 629,801.19	24%	\$61,561.99	1416
2 Q	\$ 1,914,715.05	\$ 1,828,829.48	18%	\$ 199,019.89	
Jul	\$ 698,490.04	\$ 686,861.36	23%	\$76,562.82	1418
Aug	\$ 673,343.81	\$ 703,257.97	23%	\$75,027.61	1509
Sep	\$ 684,680.18	\$ 662,179.98	12%	\$80,601.68	1600
3 Q	\$ 2,056,514.03	\$ 2,052,299.31	19%	\$232,192.11	
Oct	\$ 643,435.41	\$ 799,872.60	14%	\$ 51,922.49	1016
Nov	\$ 658,475.20	\$ 646,595.50	13%	\$82,011.89	1560
Dec	\$ 896,580.15	\$ 655,381.63	10%	\$88,961.79	1804
4 Q	\$ 2,198,490.76	\$ 2,101,849.73	13%	\$222,896.17	
Revenue	\$ 7,864,959.32	\$ 7,773,816.91	17%	\$854,481.18	

Public Works

December 2022

Buildings & Grounds

- Snow removal was the big task in December.
- B&G also worked on various building maintenance projects as time allowed.

Streets

- Snow removal was the largest occupier of time. This included the routine maintenance and repair of equipment.
- Streets also worked on clean up and maintenance of the Public Works shop as time allowed.

Water

- Staff were able to organize and coordinate enough private property backflow prevention device tests in order for the Town to avoid a violation notice from the State for 2022. The battle begins again for 2023.
- Design work on the Cemetery Tank replacement continues. Staff is currently scheduling meetings with effected property owners and HOAs, which is proving to be a challenge – most property owner's and HOA's we've contacted have been non-responsive.
- Topographic survey for design of the East Eagle water storage tank was completed prior to snowfall. Our design engineer is preparing the final task order proposal for the design of the project and we should have this in hand by January 13th.
- We are preparing to begin work on a slew of hydraulic modeling studies with our engineering consultant – one for the County West Eagle project, a revision to the Haymeadow study based upon a revised water tank location, one for the Ping Lane proposed development.
- We are doing a lot of work on the water court application related to the Haymeadow project. This application has generated great interest from the major water users on both the west and east slopes of Colorado.

Wastewater

- The centrifuge at the wastewater plant is nearing it's end of useful life. We are preparing a plan to have it rebuilt, this will involve the rental of another centrifuge to be put in to service while ours is being overhauled.

Yearout Energy Project

- Yearout will make a 60% IGA presentation to Council in February. We are zeroing in on installation of PV at the water and wastewater plants as being the first project to be implemented.

River Park Project

- The pavilion is under construction!



Open Space & Trails

- Staff continue with VVMTA on the proposed bike park plan. We anticipate bringing an agreement pertaining to the bike park to Council in February.

Engineering

- Infrastructure installation is complete at the Haymeadow RMF 1 & 2 site. The developer continues to express their intent to begin building construction in the late winter/early spring. The developer has also told us that they will begin marketing pre-sales of the Filing 1 single family homes by the end of January.
- The RFP for engineering design services on the Grand Avenue Corridor project has been issued with responses due in early January.
- We are investigating a number of infrastructure grant opportunities that may be good fits for the Grand Avenue project.



To: Mayor and Town Council
From: Jenny Rakow, Town Clerk
Date: January 10, 2023

Agenda Item: PUBLIC HEARING: Transfer of Ownership, Applicant: Chair 4 LLC dba El Segundo - Brew Pub License - 1020 Capitol Street

REQUEST: The Mayor should convene as the Liquor License Authority before opening this item. The request is for consideration of approval for a Transfer of Ownership of a Brew Pub License for Chair 4 LLC dba El Segundo located at 1020 Capitol Street.

BACKGROUND: Cameron Douglas, Dimitri Souvorin, Krista Schmidt, and Rob Neihaus owners of Chair 4 LLC dba El Segundo have submitted an application to Transfer the Brew Pub License at 1020 Capitol Street from 7 Hermits Brewing Company LLC on November 28, 2022.

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

- The location of the premises for which the license is sought is 1020 Capitol Street, Eagle, Colorado 81631.
- It appears from the evidence submitted that the applicants are entitled to possession of the premises proposed to exercise the license.
- 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.
- The applicants have applied for and have possession of a valid Town of Eagle Business License and state-issued Sales Tax License number.
- The renewal fee for 2023 will be \$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 and applicants as allowed by current statute. All issues reported were reviewed by the Eagle Police Department and were deemed acceptable.
- No undue concentration has been determined with the current class of license and does not require additional law enforcement resources as presented.
- 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 is not required.

15 Hotel & Restaurant Licenses	1 Brewpub License
3 Tavern Licenses	4 Beer and Wine Licenses
4 Fermented Malt Beverage Off-Premises Licenses	3 Retail Liquor Store Licenses
	1 Distillery (State Licensed)

COMMUNITY INPUT: This is a public hearing and this item was publicly 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. All fees have been paid.

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 Brew Pub License for Chair 4 LLC dba El Segundo - located at 1020 Capitol Street and direct the Mayor and Town Clerk to sign and submit the application to the State of Colorado.

ATTACHMENTS:

1. STATE APPLICATION ORIGINAL_Redacted
2. 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: SBG.Colorado.gov/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 Chair 4 LLC			FEIN Number 88-4213626
2a. Trade Name of Establishment (DBA) El Segundo		State Sales Tax Number 95484187	Business Telephone 970378670
3. Address of Premises (specify exact location of premises, include suite/unit numbers) 1020 Capitol St			
City Eagle	County Eagle	State CO	ZIP Code 81631
4. Mailing Address (Number and Street) PO Box 38110		City or Town Vail	State CO ZIP Code 81658
5. Email Address cameron.R.douglas@gmail.com			
6. If the premises currently has a liquor or beer license, you must answer the following questions			
Present Trade Name of Establishment (DBA) 7 Hermits Brewing		Present State License Number 03-02004	Present Class of License Brew Pub
		Present Expiration Date Oct 2023	
Section A Nonrefundable Application Fees*		Section B (Cont.) Liquor License Fees*	
☐ Application Fee for New License.....\$1,100.00 ☐ Application Fee for New License w/Concurrent Review.....\$1,200.00 ☒ Application Fee for Transfer.....\$1,100.00		☐ 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: SBG.Colorado.gov/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: SBG.Colorado.gov/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) Colorado Fingerprinting – http://www.coloradofingerprinting.com Appointment Scheduling Website: http://www.coloradofingerprinting.com/cabs/ Phone: 720-292-2722 Toll Free: 833-224-2227 Details about the vendors and fingerprinting in Colorado can be found on CBI's website here: https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks ☐ 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		
20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation				
		Yes No		
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 a Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager Schmidt		First Name of Manager Krista		
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.				
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
Cameron Douglas	378 Harrier Cir Eagle CO	3/7/82	Managing partner	55
Dimitri Souvorin	4295 Columbine Dr #4 CO	6/17/72	Owner	25
Krista Schmidt	2161 Montgomerie Cir Eagle CO	4/26/79	Owner	10
Rob Niehaus	1061 W Beaver Creek Blvd Kiowa CO	12/8/86	Owner	10
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																		
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 style="width:100%; border: none;"> <tr> <td style="width:40%; border-bottom: 1px solid black;">Landlord NO regrets LLC</td> <td style="width:40%; border-bottom: 1px solid black;">Tenant Chair 4 LLC DBA El Segundo</td> <td style="width:20%; border-bottom: 1px solid black;">Expires 5/27/2031</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> <th style="width:33%;">Last Name</th> <th style="width:25%;">First Name</th> <th style="width:15%;">Date of Birth</th> <th style="width:15%;">FEIN or SSN</th> <th style="width:12%;">Interest/Percentage</th> </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 NO regrets LLC	Tenant Chair 4 LLC DBA El Segundo	Expires 5/27/2031	Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage										
Landlord NO regrets LLC	Tenant Chair 4 LLC DBA El Segundo	Expires 5/27/2031																		
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage																

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 		Printed Name and Title Cameron Douglas Managing partner		Date 11/2/22
Report and Approval of Local Licensing Authority (City/County)				
Date application filed with local authority November 28, 2022		Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) January 10th, 2023		
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:				
☒ Fingerprinted ☒ Subject to background investigation, including NCIC/CCIC check for outstanding warrants				
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license				
(Check One)				
☐ Date of inspection or anticipated date _____ ☒ Will conduct inspection upon approval of state licensing authority				
☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?				Yes No ☐ ☐
☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000?				☐ ☐
NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.				
☐ Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?				☐ ☐
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.				
Local Licensing Authority for Town of Eagle		Telephone Number 9703289623		☒ Town, City ☐ County
Signature	Print Scott Turnipseed	Title Mayor	Date	
Signature	Print Jenny Rakow	Title Town Clerk	Date	

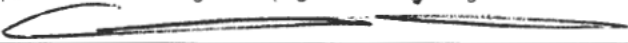
Tax Check Authorization, Waiver, and Request to Release Information

I, Cameron Douglas am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Chair 4 LLC DBA El Segundo (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.

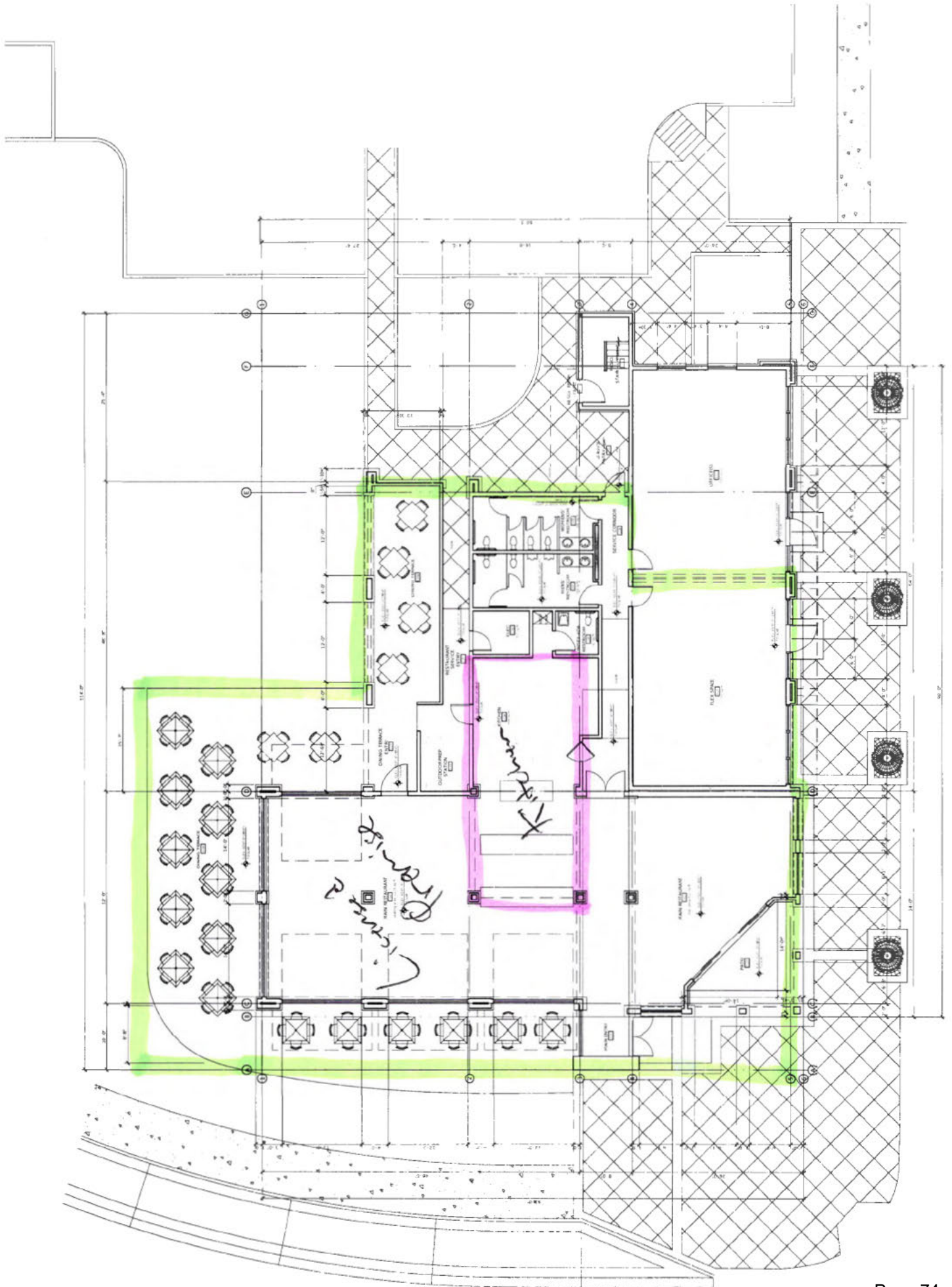
The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation 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>Cameron Douglas / Chair 4 LLC DBA El Segundo</u>		Social Security Number/Tax Identification Number 	
Address <u>378 Harrier Cir</u>			
City <u>Eagle</u>		State <u>CO</u>	Zip <u>81631</u>
Home Phone Number <u>(505) 249-4203</u>		Business/Work Phone Number	
Printed name of person signing on behalf of the Applicant/Licensee <u>Cameron Douglas</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed <u>11/2/22</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).



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>El Segundo / Chair 4 LLC</i>		Home Phone Number <i>843 271 4018</i>	Cellular Number <i>843 271 4018</i>	
2. Your Full Name (last, first, middle) <i>Robert William Niehaus III</i>		3. List any other names you have used		
4. Mailing address (if different from residence) <i>Po Box 2850 Avon, CO 81620</i>		Email Address <i>rnichaus@gmail.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>1061 W Beaver Creek Blvd #102</i>		<i>Avon, CO 81620</i>	<i>7/20</i>	<i>Present</i>
Previous <i>4073 Spruce Way #24</i>		<i>Vail, CO 81657</i>	<i>11/18</i>	<i>7/20</i>
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>Montauk Setaal Grill</i>	<i>549 E Lionshead Cir Vail, CO 81657</i>	<i>Manager</i>	<i>10/15/17</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				
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	b. Social Security Number	c. Place of Birth	d. U.S. Citizen ☒ Yes ☐ No
e. If Naturalized, state where		f. When	g. Name of District Court
h. Naturalization Certificate Number	i. Date of Certification	j. If an Alien, Give Alien's Registration Card Number	k. Permanent Residence Card Number
l. Height	m. Weight	n. Hair Color	o. Eye Color
p. Gender	q. Do you have a current Driver's License/ID? If so, give number and state. State <u>Colorado</u>		

14. Financial Information.

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

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	Edwards Jones IRA	Edwards Jones	
Cash	Savings	Capital one	

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)

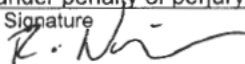
Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount
Partners Investment				

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 	Print Signature Rob Nichols	Title Partner	Date 11/14/2023
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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 Chair 4 LLC DBA El Segundo		Home Phone Number	Cellular Number (505) 249-4203	
2. Your Full Name (last, first, middle) Douglas, Cameron		3. List any other names you have used		
4. Mailing Address (if different from residence) PO Box 1552 Minturn, CO 81645		Email Address CameronRdouglas@gmail.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 378 Harrier Cir		Eagle, CO 81631		6/2012 Current
Previous 482 Main St		Minturn, CO 81645		5/2018 9/2022
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
Self employed Montauk Seafood Grill		Vail, CO 81657		Owner/Manager 11/2019 Current
El Segundo Vail		223 Gore Creek Dr Vail, CO 81657		Managing Partner 10/2019 Current
Dusty Boot Restaurants				Director of operations 2004 2017
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				
Liquor License @ Montauk Seafood Grill & El Segundo				
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 _____ b. Social Security Number _____ c. Place of Birth _____ d. U.S. Citizen ☒ Yes ☐ No

e. If Naturalized, state where _____ f. When _____ g. Name of District Court _____

h. Naturalization Certificate Number _____ i. Date of Certification _____ j. If an Alien, Give Alien's Registration Card Number _____ k. Permanent Residence Card Number _____

l. Height _____ m. Weight _____ n. Hair Color _____ o. Eye Color _____ p. Gender _____ q. Do you have a current Driver's License/ID? If so, give number and state. _____ CO

14. Financial Information.

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

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	Savings	Alpine Bank	

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
HELOC	Yes	HELOC	BOK F	
Partners Investment	N			

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 _____ Print Signature Cameron Douglas Title Managing partner Date 11/2/22

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 Chair 4u / El Segundo		Home Phone Number 970 343 9069	Cellular Number 970 343 9069	
2. Your Full Name (last, first, middle) Dimitri Souvorin		3. List any other names you have used		
4. Mailing address (if different from residence)		Email Address dsouvorin@gmail.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 4295 Columbine dr #4		Vail, CO 81657	6/20	Present
Previous 425 A Forest Rd		Vail, CO 81657	6/15	6/20
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
Montauk Seafood Grill	549 Elmshoad G Vail 81657	Chef	6/97	Present
El Segundo	223 Guncrauder Unit 181657	Chef	9/20	Present
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
Name of Relative	Relationship to You	Position Held	Name of Licensee	
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) ☐ Yes ☐ No				
Mountain Fish LLC DBA Montauk Seafood Grill. I owned the business and had a liquor license in my name from 01/06 till 06/16				
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: [REDACTED] d. U.S. Citizen ☒ Yes ☐ No

e. If Naturalized, state where: [REDACTED] f. When: [REDACTED] g. Name of District Court: [REDACTED]
 h. Naturalization Certificate Number: [REDACTED] i. Date of Certification: [REDACTED] j. If an Alien, Give Alien's Registration Card Number: [REDACTED] k. Permanent Residence Card Number: [REDACTED]
 l. Height: [REDACTED] m. Weight: [REDACTED] n. Hair Color: [REDACTED] o. Eye Color: [REDACTED] p. Gender: [REDACTED] q. Do you have a current Driver's License/ID? If so, give number and state. [REDACTED] State: CO

14. Financial Information.

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

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	HELOC	1st Bank	[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: [Signature] Print Signature: Dimitri Souvoren Title: Partner Date: 11-14-22

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 Chair 4 LLC DBA El Segundo		Home Phone Number	Cellular Number (970) 445-0147	
2. Your Full Name (last, first, middle) Schmidt Krista L		3. List any other names you have used		
4. Mailing address (if different from residence) PO Box 5601 Eagle, CO 81631		Email Address Kristaleigh29@yahoo.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 2161 Montgomerie Cir.		Eagle, CO 81631		6/17
Previous 77 Gamble St. Apt. A		Eagle, CO 81631		1/13 6/17
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		
El Segundo Vail		223 E Gore Crk. Dr. Vail CO 81657		Assistant Manager
Dionysis Hospital & Rodhouse Hosp		1143 Capitol St. Eagle, CO 81631		Manager
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		13b. Social Security Number		13c. Place of Birth		13d. U.S. Citizen ☒ Yes ☐ No	
[REDACTED]		[REDACTED]		Glen Cove, New York			
13e. If Naturalized, state where				13f. When		13g. Name of District Court	
13h. Naturalization Certificate Number		13i. Date of Certification		13j. If an Alien, Give Alien's Registration Card Number		13k. Permanent Residence Card Number	
13l. Height	13m. Weight	13n. Hair Color	13o. Eye Color	13p. Gender	13q. Do you have a current Driver's License/ID? If so, give number and state.		
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	☒ 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.
\$ [REDACTED]

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	savings	1st Bank	[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
Partners Investment				[REDACTED]

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 Krista Schmidt	Print Signature Krista Schmidt	Title	Date 11/16/22
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**OPERATING AGREEMENT OF
CHAIR 4, LLC,
A COLORADO LIMITED LIABILITY COMPANY**

THIS AGREEMENT is made and entered into this 11 day of November, 2022, by and between Chair 4, LLC, a Colorado limited liability company (herein the "Company") and the members thereof whose names are subscribed below (hereinafter collectively referred to as "Members").

WITNESSETH:

IT IS AGREED, in consideration of the promises, covenants, performance, and mutual consideration herein as follows:

I. FORMATION OF COMPANY

1.1. Articles of Organization. This Company is organized pursuant to the provisions of the Limited Liability Company Laws of the State of Colorado and pursuant to the Articles of Organization filed with the Secretary of State therefor. The rights and obligations of the Company and the Members shall be provided in the Articles of Organization and this Operating Agreement.

1.2. Conflict between Articles of Organization and this Agreement. If there is any conflict between the provisions of the Articles of Organization and this Operating Agreement, the terms of the Articles of Organization shall control.

1.3. Original Managers. The ordinary and usual decisions concerning the business affairs of the Company shall be made by the Manager. The initial Manager shall be Cameron Douglas.

1.4. Principal Place of Business. The principal place of business of the Company within the State of Colorado shall be 1020 Capitol Street, Eagle, CO 81631. The Company may locate its places of business and registered office at any other place or places as the Members or Manager may from time to time deem advisable.

1.5. Registered Office and Registered Agent. The Company's initial registered office shall be at the office of its registered agent at 1020 Capitol Street, Eagle, CO 81631, the mailing address of its registered agent is PO Box 3816, Vail, CO 81658, and the name of its initial registered agent at such address shall be Cameron Douglas. The registered office and registered agent may be changed from time to time by filing the address of the new registered office and/or the name of the new registered agent with the Colorado Secretary of State pursuant to the Colorado Act.

1.6. Term. The Term of the Company shall be thirty years from the date of filing Articles of Organization with the Secretary of State of the State of Colorado, unless the Company is earlier dissolved in accordance with either the provisions of this Operating Agreement or the Colorado Act.

II. BUSINESS OF COMPANY

2.1. Permitted Business. The business of the Company shall be:

2.1.1. To accomplish any lawful business whatsoever, or which shall at any time appear conducive to or expedient for the protection or benefit of the Company and its assets.

2.1.2. The purpose of this Membership shall be the operation of a restaurant in Eagle, CO.

2.1.3. To exercise all other powers necessary to or reasonably connected with the Company's business which may be legally exercised by limited liability companies under the Colorado Act.

2.1.4. To engage in all activities necessary, customary, convenient, or incident to any of the foregoing.

III. CAPITAL CONTRIBUTIONS

3.1. Contributions. The capital contributions to be made by the Members and with which the Company shall begin business are as set forth in Exhibit A.

3.2. Additional Contributions And Loans.

3.2.1. Additional Contributions of Capital Each of the Members agrees that he shall be responsible for his timely pro rata share, as determined by his ownership interest set forth above, of all capital requirements and expenses of the Company, if any. Except for routine assessments pursuant to Section 3.2.2, the additional funds or capital, if any, required by the Company from time to time and at any time in excess of the aforesaid initial contributions and routine assessments shall be paid by the Members, pro rata based on ownership interests, as either additional capital contributions or as advances constituting loans to the Company from the Members, as the Managers shall periodically determine. The failure of any Member to pay any such assessment timely shall constitute a default by said Member and cause the provisions applicable thereto as hereinafter set forth to become operative.

3.2.2. Routine Assessments. Upon the execution of this Operating Agreement, the Members shall mutually determine or estimate the amount that will be required each month to satisfy the expenses and obligations of the Company which shall accrue on a regular basis, including, by way of illustration and not of limitation, monthly installments of principal and interest on Company indebtedness, real and personal property taxes, insurance premiums, homeowners association dues and regular assessments, and utilities, and each Member shall pay to the Company his pro rata share, based upon his ownership interest, of the amount required to satisfy said expenses and obligations for one (1) month. Each Member shall pay a like amount to the Company on or before the first day of each month thereafter, without any notice or demand, provided that if actual regular monthly expenses and obligations of the Company differ or from time to time increase or decrease from the amount determined in the preceding sentence, the Managers shall notify each Member of the actual regular monthly expenses and obligations, and thereafter each Member shall pay his pro rata share of said amount. All amounts paid to the Company pursuant to this Section shall be used by the Company only in payment of such regular obligations and expenses, unless the majority of the Members shall agree otherwise. The failure of any Member to pay any routine assessment shall constitute a default by said Member and cause the provisions applicable thereto as hereinafter set forth to become operative, including but not limited to Paragraph 3.2.4 below.

3.2.3. Future Contributions and Loans.

(a) In addition the Routine Assessments, each Member agrees to pay to the Company, no later than fifteen (15) days after written notice for the same, all funds in addition to the foregoing initial contributions and routine assessments which are necessary for the Company to meet its obligations in a timely manner and to carry on its business. Such additional funds shall be considered capital contributions or loans, as determined by the Managers.

(b) Additional funds may be required during the term of the Company in order to defray operations and ownership expenses; to purchase real and personal property; to pay installments of principal and interest on mortgages or other indebtedness and to pay real estate taxes and insurance not paid through routine assessments; to prepare necessary reports and returns; and to pay legal and accounting fees necessarily incurred in the conduct of the Company to pay the cost of operation, management and development of the property; to pay homeowners association assessments and similar charges not paid through routine assessments; to purchase or lease furnishings, furniture, fixtures and/or equipment; and to do all other acts necessary or desired by the Company in order fully and timely to pursue the Company's purposes. Except for routine assessments for which no notice is given, all such assessments shall be due and payable within fifteen (15) days after receipt of written notice therefor from the Managers, which notice shall be given by email. Failure by any Member to pay any assessment of additional capital or loan shall constitute a default by said Member and cause the provisions applicable thereto as hereinafter set forth to become operative.

3.2.4. Monetary Default of Routine Assessments. In the event a Member defaults in his obligation to provide routine assessments the Company shall, as quickly as reasonably practicable, send by electronic email and US mail or cause to be hand delivered to all Members a "notice of default," which shall state the name of the defaulting Member, the delinquent amount and the time limitations provided in this Agreement for curing the same. Each of the non-defaulting Members shall have the prior and first option, but not the obligation, within fifteen (15) days after receipt of said notice of default, in which to make his proportionate contribution of additional funds to the Company, based upon the relative ownership interests of the non-defaulting Members, necessary to cure the deficit caused by the default of the defaulting Member. If less than all of the non-defaulting Members make their pro rata additional contribution within said time, those who have made such contributions may proportionately contribute the additional sums required to cure the deficiency occasioned by the default of the defaulting Member, or may contribute such additional sums in any other manner mutually agreeable to all of the Members then participating in the cure of said default. The Members who cure the default of the defaulting Member may, as a group, elect to treat such additional advance in accordance with the following alternatives:

- (a) Loan. It may be considered as a loan to the defaulting Member, which such defaulting Member hereby agrees to repay to the contributing Member(s) on demand, with interest thereon from the date of said advance at the rate of Ten Percent (10%) per annum or the prime interest rate charged on the date of such advance as reported in the Wall Street Journal, whichever is greater, which obligation shall be secured by a security interest upon the defaulting Member's interest in this Company (including his capital account and all other incidents of ownership), to secure the timely and full payment of said obligation (which charge and security interest may be foreclosed in accordance with applicable Colorado law). The curing Member(s) may also collect from the defaulting Member all costs and attorneys' fees that are incurred in the attempted collection of said debt, the foreclosure of their security interest or the supervision of the implementation of the foregoing procedure.
- (b) Purchase. It may be treated as a FULL payment of the purchase price to be paid pursuant to this Subsection (b) for the defaulting Member's interest in the Company. All of the non-defaulting Members participating in the cure of the default shall have the right, but not the obligation, to purchase the defaulting Member's interest in the Company for the price of the monetary default. Upon this election, Non-Defaulting Members shall be required to give the Defaulting Member additional notice of this election by electronic email. In the event that the Defaulting Member has not cured the deficiency which has been paid by the Non-Defaulting Member(s) plus an additional \$500.00, within ten (10) days of the electronic email of such

notice, the Non-Defaulting Members shall take appropriate action as follows:

- (1) The "Purchase" shall be considered an additional capital contribution by the non-defaulting Members who have advanced funds to cure the default of the defaulting Member, and in such case, the percentage of ownership interest of all Members shall be adjusted so that each Member's respective percentage of ownership interest shall equal the percent of the aggregate initial and additional capital contributions made by all Members less the amount of all contributions made by defaulting Members. The initial capital contribution by the Defaulting Member shall be forfeited. The Managers shall cause the computation of ownership interest to be made and shall cause an amendment of this Agreement to be made accordingly. Such adjustments shall be effective as of the date of the advancement.

3.2.5. Monetary Default of Additional Contributions. In the event a Member defaults in his obligation to provide additional funds (either by way of loan or capital contribution, depending upon the decision of the Managers), the Company shall, as quickly as reasonably practicable, send by mail or cause to be hand delivered to all Members a "notice of default," which shall state the name of the defaulting Member, the delinquent amount and the time limitations provided in this Agreement for curing the same. Each of the non-defaulting Members shall have the prior and first option, but not the obligation, within thirty (30) days after receipt of said notice of default, in which to make his proportionate contribution of additional funds to the Company, based upon the relative ownership interests of the non-defaulting Members, necessary to cure the deficit caused by the default of the defaulting Member. If less than all of the non-defaulting Members make their pro rata additional contribution within said time, those who have made such contributions may proportionately contribute the additional sums required to cure the deficiency occasioned by the default of the defaulting Member, or may contribute such additional sums in any other manner mutually agreeable to all of the Members then participating in the cure of said default. The Members who cure the default of the defaulting Member may, as a group, elect to treat such additional advance in accordance with the following alternatives:

- (a) Loan. It may be considered as a loan to the defaulting Member, which such defaulting Member hereby agrees to repay to the contributing Member(s) on demand, with interest thereon from the date of said advance at the rate of Ten Percent (10%) per annum or the prime interest rate charged on the date of such advance as reported in the Wall Street Journal, whichever is greater, which obligation shall be secured by a security interest upon the defaulting Member's interest in this Company (including his capital account and all other incidents of ownership), to secure the timely and full payment of said obligation (which charge and security interest may be foreclosed in accordance with applicable Colorado law). The curing Member(s)

may also collect from the defaulting Member all costs and attorneys' fees that are incurred in the attempted collection of said debt, the foreclosure of their security interest or the supervision of the implementation of the foregoing procedure.

(b) Purchase. It may be treated as partial payment of the purchase price to be paid pursuant to this Subsection (b) for the defaulting Member's interest in the Company. All of the non-defaulting Members participating in the cure of the default shall have the right, but not the obligation, to purchase the defaulting Member's interest in the Company for a price determined as follows: Ninety-five Percent (95%) of the sum of the portions of the cash down payment and installments of principal previously paid by the defaulting Member (whether directly or through the Company). Any defaulting Member who has acquired his interest in the Company, or any part thereof, from any other Member or former Member, including any interest acquired pursuant to this subsection upon the prior default of a Member or former Member, shall be credited with that portion of such down payment and principal installments paid by their predecessor with respect to the interest so acquired. Payment of such purchase price shall be made in accordance with the following:

(1) Credit thereon shall be made for the amounts paid by the Members participating in the cure of the defaulting Member's default, as well as all expenses for accounting, tax and legal services and miscellaneous costs which may have been incurred by the Company and the participating non-defaulting Members.

(2) The balance of the purchase price shall be represented by a negotiable, five (5) Percent (%) per annum interest bearing promissory note of the Members participating in the cure, payable over ten (10) years following the effective date of the exercise of this right to purchase, the effective date being the date on which the defaulting Member's default shall have been cured by payment to the Company. Said note shall be payable in equal annual installments commencing one (1) year from said effective date. Said note shall: (i) provide for no personal liability for the repayment thereof; (ii) provide for prepayment at any time and in any amounts without penalty or notice; and (iii) recite and be secured by a security interest in the defaulting Member's ownership interest so acquired by the participating non-defaulting Members.

(c) Adjustment of Ownership Interest. It may be considered an additional capital contribution by the non-defaulting Members who have advanced funds to cure the default of the defaulting Member, and in such case, the percentage of ownership interest of all Members shall be adjusted so that each Member's respective percentage of ownership interest shall equal the percent of the aggregate initial and additional capital contributions of all Members that have been contributed by each such Member. The Managers shall cause the computation of ownership interest to be made and shall cause an amendment of this Agreement to be made accordingly. Such adjustments shall be effective as of the date of the advancement.

3.2.6. Conditions Precedent To Exercising Options. To be eligible to exercise the options set forth in Section 3.2.4. and 3.2.5 hereof, the curing Members must timely cure said default or do so as quickly as is reasonably practicable, and must also be current in their obligations to the Company. Moreover, said curing Members must make their election as to the remedies set forth in Subsection 3.2.4. (a) or (b) and 3.2.5(a), (b) or (c) within sixty (60) days after making the payment to the Company under Section 3.2.3.

3.2.7. Rights of Defaulting Member. Any Member committing a default as described in this Operating Agreement shall have no vote in the decisions of the Company until said default is cured (provided that the defaulting Member remains a Member after such cure), and shall be bound by all decisions of the then majority (determined by vote of ownership interests) of those Members who shall not then be in default status. Additionally, any defaulting Member shall not be entitled to vote or to the use of any Company property or to any distribution of capital, profit, cash flow or otherwise until the repayment of any loan is made pursuant to the alternative set forth in Subsection 3.2.4(a), if such alternative is chosen by the non-defaulting Members. Any distributions to which he would otherwise have been entitled but for his default status shall be waived and proportionately divided among the curing Members who made the loan to said defaulting Member. In the event of a loan, and only for as long as the loan is not past due, any such distributions received by the curing Members shall be first credited to accrued interest and then to the principal of said loan.

3.2.8. Loss of Rights Upon Non-Monetary Default. Although the provisions of this Article IV primarily contemplate a monetary default, should any Member(s) violate any other provision of this Agreement, all such acts in contravention hereof shall be void ad initio, and unless and until any such act in violation hereof shall be cured to the satisfaction of all the other Member, the Member(s) committing the same shall not be entitled to vote, to use Company property or to receive any distributions in the manner described in Article V, and the non-defaulting Member shall be entitled to invoke all of the remedies in Section 3.2 above.

3.2.9. Loan, Purchase or Adjustment of Interest Offered Pro Rata. The rights of non-defaulting Members to advance monies by way of loans or to purchase or adjust ownership interest as described in Subsection 3.2.4.(a), (b) or (c) shall be afforded on a proportionate basis, based on ownership interest, to all of the Members who agree to participate in satisfying the defaulting Member's default. The curing Members do not, however, have to agree to advance their proportionate share, but may, among themselves, agree to a lesser or greater amount. In any event, if a defaulting Member's interest is to be purchased, his entire interest in the Company shall be purchased.

3.2.10. Limitation of Alternate Remedies. The curing Members must uniformly agree on a remedy. There may not be a combination of the alternatives set forth in Subsection 3.2.4(a), (b) or (c) with respect to the same defaulting Member and the same default. Nothing herein shall limit the curing Members from pursuing any of the remedies set forth in Subsection 3.2.4.(a), (b) or (c) with respect to a particular default of one (1) Member and any of the other

remedies set forth in Subsection 3.2.4.(a), (b) or (c) as to another default of the same or other Member. If a dispute arises as to the appropriate exercise of the foregoing rights, the same shall be settled by a majority vote of all curing Members, but in the event that no majority vote is reached, then by the Managers, provided that if such dispute is not settled within ten (10) days after submission to him, the parties shall pursue the procedure described in Article XVII hereof.

3.2.11. OMITTED

**IV. MEMBERS' ACCOUNTS; ALLOCATION OF PROFIT
AND LOSS; DISTRIBUTIONS**

4.1. Capital Accounts. A separate capital account shall be maintained for each Member. The capital accounts of each Member shall initially reflect the amounts specified in Exhibit A. Each Member's Capital Account will be increased by (1) the amount of money contributed by such Member to the Company; (2) the fair market value of property contributed by such Member to the Company (net of liabilities secured by such contributed property; and (3) allocations to such Member of Net Profits. Each Member's Capital Account will be decreased by (1) the amount of money distributed to such Member by the Company; (2) the fair market value of property distributed to such Member by the Company (net of liabilities secured by such distributed property; and (3) allocations to the account of such Member of Net Losses.

4.2. Income Accounts. A separate income account shall be maintained for each Member. Company profits, losses, gains, deductions, and credits shall be charged or credited to the separate income accounts annually unless a Member has no credit balance in his or her income account, in which event losses shall be charged to his or her capital account. The profits, losses, gains, deductions, and credits of the Company shall be distributed or charged to the Members as provided in Section 3.3. No interest shall be paid on any credit balance in an income account.

4.3. Allocations among Members. The profits and gains of the Company shall be divided and the losses, deductions, and credits of the Company shall be borne in the following proportions as are set forth in Exhibit A.

4.4. Disproportionate Capital Accounts. No interest or additional allocation of profits, losses, gains, deductions, and credits shall inure to any Member by reason of his or her capital account being proportionately in excess of the capital accounts of the other Members.

4.5. Compliance with Section 704(b) of the Code. The provision of this Article as they related to the maintenance of Capital Accounts are intended, and shall be construed, and, if necessary, modified to cause the allocations of profits, losses, income, gain and credit to have substantial economic effect under the Regulations promulgated under §704(b) of the Code, in light of the distributions and capital contributions made pursuant to this Agreement. Notwithstanding anything herein to the contrary, this Operating Agreement shall not be construed as creating a deficit

restoration obligation or otherwise personally obligate any Member to make a Capital Contribution in excess of the Initial Contribution.

4.5. Distributions of Assets.

4.5.1. All distributions of assets of the Company, including cash, shall be made in the same allocations among Members as described in Section 4.3.

4.5.2. The Manager shall determine, in their discretion, whether distributions of assets of the Company should be made to the Members; provided, however, that no distribution of assets may be made to a Member if, after giving effect to the distribution, all liabilities of the Company, other than liabilities to Members on account of their capital and income accounts, would exceed the fair value of the Company assets.

4.5.3. A Member has no right to demand and receive any distribution from the Company in any form other than cash.

V. RULES RELATING TO THE MEMBERS

5.1. Admission of New Members. Additional Members may be admitted only upon the unanimous written consent of all Members.

5.2. Voting of Members. A Member shall be entitled to one vote on any matter for which members are required to vote. A Member may vote in person or by proxy at any meeting of Members. All decisions of the Members shall be made by the vote or concurrence of Members holding a majority of the percentage interests in this Company which are held by Members at a properly called meeting of the Members at which a quorum is present, or by unanimous written consent of the Members.

5.3. Meetings of Members.

5.3.1. Meetings of Members may be held at such time and place, either within or without the State of Colorado, as may be determined by the Manager or the person or persons calling the meeting.

5.3.2. An annual meeting of the members shall be held at such time and place as shall be determined by the Manager during each fiscal year of the Company.

5.3.3. Special meeting of the Members may be called by the Manager and by at least one-tenth of all of the Members entitled to vote at the meeting.

5.3.4. Written notice stating the place, day, and hour of the meeting and, in the case

of a special meeting, the purpose for which the meeting is called, shall be delivered not less than ten (10) days nor more than thirty (30) days before the date of the meeting, either personally or by mail, by or at the direction of the Manager or any other person calling the meeting, to each Member of record entitled to vote at such meeting. A waiver of notice in writing, signed by the Member before, at, or after the time of the meeting stated in the notice shall be equivalent to the giving of such notice.

5.3.5. By attending a meeting, a Member waives objection to the lack of notice or defective notice unless the Member, at the beginning of the meeting, objects to the holding of the meeting or the transacting of business at the meeting. A Member who attends a meeting also waives objection to consideration at such meeting of a particular matter not within the purpose described in the notice unless the Member objects to considering the matter when it is presented.

5.4. Quorum and Adjournment. Those Members holding a majority of the percentage interest in this Limited Liability Company and who are entitled to vote shall constitute a quorum at the meeting of Members. If a quorum is not represented at any meeting of Members, such meeting may be adjourned for a period not to exceed sixty (60) days at any one adjournment; provided, however, that if the adjournment is for more than thirty (30) days, a notice of the adjourned meeting shall be given to each Member entitled to vote at the meeting.

5.5. Limitation of Liability. Each Member's liability shall be limited as set forth in this Operating Agreement, the Colorado Act and other applicable law.

5.6. Company Debt Liability. A Member will not be personally liable for any debts or losses of the Company beyond his respective Capital Contributions and any obligation of the Member to make Capital Contributions, except as provided herein or as otherwise required by law.

5.7. Priority and Return of Capital. No Member shall have priority over any other Member either as to the return of Capital Contributions or as to Net Profits, Net Losses or distributions; provided that this Section shall not apply to loans (as distinguished from Capital Contributions) which a Member has made to the Company.

5.8. Liability of a Member to the Company.

5.8.1. A Member who rightfully receives the return in whole or in part of its contribution (as defined in Section 7-80-607 of the Colorado Act) is nevertheless liable to the Company only to the extent now or hereafter provided by the Colorado Act.

5.8.2. A Member who receives a distribution made by the Company:

- (i) which is either in violation of this Operating Agreement, or
- (ii) when the Company's liabilities exceed its assets (after giving effect to the

distribution), is liable to the company for a period of six years after such distribution for the amount of the distribution.

5.9. Action by Members Without a Meeting. Action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by each Member entitled to vote and delivered to the Manager of the Company for inclusion in the minutes or for filing with the Company records. Action taken under this Section is effective when all Members entitled to vote have signed the consent, unless the consent specifies a different effective date. The record date for determining Members entitled to take action without a meeting shall be the date the first Member signs a written consent.

5.10. Use of Company Property. Each Member, his family, guests and invitees shall have the right to use and occupy the property to be purchased by the Company, together with all improvements, appurtenances, furnishings and common areas thereto, in accordance with the terms incorporated into the "Rental and Personal Use Agreement." This Agreement shall be periodically reviewed and revised as unanimously agreed upon by the Members and may be extended, modified or amended only upon the unanimous written agreement of the Members, and, in addition, the Members may, among themselves without full Membership consent, agree to vary the dates of their use of such property as otherwise set forth within the terms of the Operating Agreement. Each Member agrees that the use of such property by himself and his family, guests and invitees shall be in accordance with all applicable laws, ordinances, covenants, restrictions, rules and regulations to which the use of such property is generally subject. Each Member further agrees that he will be solely responsible for the repair and for replacement of any of such property damaged or destroyed while such Member, his family, guests and invitees, are using or occupying the premises, ordinary wear and tear excepted.

VI. RULES RELATING TO MANAGERS

6.1. Manager(s). Management and the conduct of the business of the Company shall be vested in the Manager(s). The Manager(s) may adopt resolutions to govern their activities and the manner in which they shall perform their duties to the Company.

6.1.A Initial Governance Rules of Manger:

The Manager may exercise the following specific rights and powers without any consent of the Members:

To conduct, manage, and control the affairs and business of the Company;

To borrow money and incur indebtedness for the purposes of the Company on such terms as the Manager deems appropriate, and in connection therewith, to cause to be executed and delivered therefor, in the Company name, promissory notes, bonds, debentures, deeds of trust, mortgages,

security instruments, financing statements, pledges, hypothecations, or other evidences of debt and security therefor. No debt shall be contracted or liability incurred by or on behalf of the Company except by the Manager, or to the extent permitted under the Act, by officers, employees, or agents of the Company expressly authorized to contract such debt or incur such liability by the Manager;

To purchase liability and other insurance to protect the Company's property and business;

To invest any Company funds temporarily (by way of example but not limitation) in time deposits, short-term government obligations, high grade commercial paper or other investments, which such investments shall be in the name of the Company and shall permit withdrawal or investments upon signature of the Manager;

To establish bank accounts for the Company, to designate Persons authorized to sign on the Company's bank accounts, to make, deliver, accept or endorse any commercial paper in connection with the business affairs of the Company, and to draw checks upon the bank accounts of the Company;

To sell or otherwise dispose of any property owned by the Company;

To execute on behalf of the Company all instruments and documents, including, without limitation, checks, drafts, notes and other negotiable instruments, documents providing for the acquisition, mortgage or disposition of the Company's property, assignments, deeds, bills of sale, leases, partnership agreements, and any other instruments, agreements, contracts, documents and certifications necessary or convenient in the opinion of the Manager to the business of the Company;

To select, remove and discharge officers, employees, and agents of the Company, prescribe such powers and duties for them as may not be inconsistent with law, and establish and pay their compensation;

To distribute funds to the Members by way of cash, income, return of capital, or otherwise, all in accordance with and subject to the provisions of this Agreement;

To contract on behalf of the Company for the provision of services or goods by vendors, employees and/or independent contractors, including lawyers and accountants, and to delegate to such Persons including Affiliates the duty to manage or supervise any of the assets or operations of the Company.

To ask for, collect, or receive any rents, issues and profits or income from the assets of the Company, or any part or parts thereof, and to disburse Company funds for Company purposes subject to the provisions of this Agreement;

To pay out taxes, licenses, or assessments of whatever kind or nature imposed on or against the Company or its property or assets, and for such purposes to make such returns and to do all other such acts or things as may be deemed necessary and advisable in connection therewith;

To initiate, prosecute, defend, settle, compromise, or dismiss lawsuits or other judicial or administrative proceedings brought on or in behalf of, or against, the Company, the Manager or the Members in connection with the activities arising out of, connected with, or incident to the business of the Company, and to engage counsel or others in connection therewith;

To execute for and on behalf of the Company, and with respect to the business of the Company, all applications for permits and licenses (including a liquor license) as the Manager deems necessary and advisable, and to execute and cause to be filed and recorded documents that the Manager deems advisable;

To perform all ministerial acts and duties relating to the payment of all indebtedness, taxes and assessments due or to become due with respect to the business of the Company, and to give or receive notices, reports, and other communications arising out of or in connection with the ownership, indebtedness, or maintenance of the business of the Company;

To give any approval, modification, waiver, notice or otherwise act for the Company with respect to any management, construction or other contract to which the Company is a party;

To designate officers, employees, or agents to be responsible for the daily and continuing operations of the business affairs of the Company. All decisions affecting the policy and management of the Company, including the control, employment, compensation and discharge of employees, the employment of contractors and subcontractors, and the control and operation of the premises and property, including the improvement, rental, lease, maintenance and all other matters pertaining to the operation of the assets or property of the Company shall be made by the Manager;

To make all elections for federal and state income tax purposes, including, but not limited to, in the case of any transfer of all or any part of Membership Interests or upon the admission of New Members or Substituted Members, elections under Sections 734, 743 and 754 of the Code to adjust the basis of the assets of the Company; and

Super Consent Required. Notwithstanding the provisions of above, a Super Consent (Consent of 75% or more of the Members) shall be required to approve the following transactions.

Adopt a plan of liquidation of the Company; commence any suit, case, proceeding or other action (A) under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization or relief of debtors seeking to have an order for relief entered with respect to it, or seeking to adjudicate it as bankrupt or insolvent or seeking reorganization, arrangement,

adjustment winding-up, liquidation, dissolution, composition or other relief with respect to it, or (B) seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its assets, or making a general assignment for the benefit of its creditors;

Adopt any plan of merger or consolidation involving the Company, other than a merger or consolidation of the Company (or a wholly-owned Subsidiary thereof) into any Affiliate of the Company or a merger or consolidation of any Affiliate of the Company into the Company (or wholly-owned Affiliate of the Company);

Approve any substantial recapitalization of the Company by means of a redemption of Membership Interests or a distribution to Members as a result of which any holder of Membership Interests will receive any consideration or distribution different than that received by any other holder of Membership Interests;

Approve the dissolution of the Company;

Approve any sale, lease, exchange, transfer or other disposition, directly or indirectly, in a single transaction or series of related transactions, of the Restaurant/Bar, all or substantially all of the Property of the Company;

Approve the entry by the Company into any line of business substantially different from that engaged in by the Company on the date of its formation, including a change of concept of the Restaurant/Bar;

Make, approve or enter into agreements or transactions or other arrangements with third parties that materially modify or deviate from the business purpose of the Company or materially modify the terms of the lease for the location of the Restaurant/Bar; and

To engage, approve or undertake any Financing of the Company in excess of Ten Thousand Dollars (\$10,000).

To approve or bind the Company to any contractual agreement with a total consideration of more than Ten Thousand Dollars (\$10,000).

To establish, increase or decrease a Reserve Account.

To adopt, modify, or amend any salary or compensation plan of the Manager, Member or any employee who is an Affiliate of a Manager or Member;

In the event that any of the foregoing are approved by a super majority, all Members will be informed and copied on all relevant documents that apply to such event prior to execution of

such event.

6.2. Qualifications of Manager(s). Manager(s) shall be natural persons eighteen (18) years of age or older and need not be residents of Colorado nor members of the Company.

6.3. Number, Election and Term.

6.3.1. The number of Manager(s) shall be one (1). The number of Manager(s) shall be increased or decreased by the unanimous vote or consent of the Members.

6.3.2. The initial Manager(s) shall hold office until the first annual meeting of Members and until their successors have been elected and qualified. Thereafter, each Manager elected by the Members shall hold office for a one-year term or until his or her successor has been elected and qualified. Manager(s) shall be elected by the affirmative vote of Members holding at least a Majority Interest. Manager(s) need not be residents of the State of Colorado or Members of the Company.

6.3.3. The Manager shall be elected by a vote of Three-Fourths (3/4) of the Members at an annual meeting or at a special meeting called for that purpose.

6.4. Duties of Manager.

6.4.1. The Manager shall have the duties and responsibilities as described in the Colorado Limited Liability Company Act, as amended from time to time.

6.4.2. The Manager shall execute any instruments or documents providing for the acquisition, mortgage, or disposition of the property of the Company. However, it shall require the affirmative vote of the Members holding at least Three-Fourths (3/4) of all Capital Interests, to sell or otherwise dispose of all or substantially all of the assets of the Company as part of a single transaction or plan so long as such disposition is not in violation of or a cause of a default under any other agreement to which the Company may be bound, provided, however, that the affirmative vote of the members shall not be required with respect to any sale or disposition of the Company's assets in the ordinary course of the Company's business.

6.4.3. Any debt contracted or liability incurred by the Company that requires granting a security interest in the Company's assets shall be authorized only by a Three-Fourths (3/4) vote of the Members and any instruments or documents required to be executed by the Company shall be signed by the Manager.

6.4.4. The Manager may delegate an employee or agent to be responsible for the daily and continuing operations of the business affairs of the Company. Except as may otherwise be provided herein, all decisions affecting the policy and management of the Company, including

the control, employment, compensation, and discharge of employees; the employment of contractors and subcontractors; and the control and operation of the premises and property, including the improvement, rental, lease, maintenance, and all other matters pertaining to the operation of the property of the business shall be made by the Managers.

6.4.5. Any Manager may draw checks upon the bank accounts of the Company and may make, deliver, accept, or endorse any commercial paper in connection with the business affairs of the Company.

6.6. At all times during the term of a Manager, the Manager shall give reasonable time, attention, and attendance to, and use reasonable efforts in the business of the said Company; and shall, with reasonable skill and power, exert himself or herself for the joint interest, benefit, and advantage of said Company; and shall truly and diligently pursue the Company objectives.

6.7. Manager(s), employees, and agents of the Company shall be entitled to be indemnified by the Company to the extent provided in the Colorado Limited Liability Company Act, or any other relevant Colorado Statute as amended from time to time, and shall be entitled to the advance of expenses, including attorneys' fees, in the defense or prosecution of a claim against him or her in the capacity of Manager, employee, or agent.

6.8. A Managing Member's duty of care in the discharge of the managing Member's duties to the Company and the other Members is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law. In discharging its duties, a Managing Member shall be fully protected in relying in good faith upon the records required to be maintained and upon such information, opinions, reports or statements by any of its Managing Members, Members, or agents, or by any other person, as to matters the Managing Member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to members might properly be paid.

6.9. The salaries and other compensation of the Manager shall be fixed from time to time by an affirmative vote of all Members holding at least a Majority Interest and no Manager shall be prevented from receiving such salary by reason of the fact that he is also a Member of the Company.

VII. BOOKS

7.1. Location of Records. The books of the Company shall be maintained at the principal office of the Company or at such other place as the Managers by vote or consent shall designate.

7.2. Access to Records and Accounting. Each Member shall at all times have access to the

books and records of the Company for inspection and copying. Each Member shall also be entitled:

7.2.1. To obtain from the Managers upon reasonable demand for any purpose such information reasonably related to the Member's Membership Interest in the Company;

7.2.2. To have true and full information regarding the state of the business and financial condition and any other information regarding the affairs of the Company;

7.2.3. To have a copy of the Company's federal, state, and local income tax returns for each year promptly after they are available to the Company; and,

7.2.4. To have a formal accounting of the Company affairs whenever circumstances render an accounting just and reasonable.

7.3. Accounting Rules. The books shall be maintained on a cash basis. The fiscal year of the Company shall be the calendar year. Distributions to income accounts shall be made annually. The books shall be closed and balanced at the end of each calendar year and, if an audit is determined to be necessary by vote or consent of the Managers, it shall be made as of the closing date. The Managers may authorize the preparation of year-end profit-and-loss statements, balance sheet, and tax returns by a public accountant.

VIII. DISSOLUTION

8.1. Causes of Dissolution. The Company shall be dissolved upon the occurrence of any of the following events:

8.1.1. At any time by unanimous agreement of the Members;

8.1.2. Upon the expiration of the period fixed for the duration of the Company in its Articles of Organization; or,

8.1.3. Upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a Member.

8.2. Continuation of Business. Notwithstanding a dissolution of the Company under Section 7.1.3., the Members may elect to continue the business of the Company, so long as there are at least two Members remaining who then consent to do so, by purchasing the deceased, retired, resigned, expelled, or bankrupt Member's ("Withdrawn Member") Membership Interest, at a price to be negotiated by the consent of all parties.

8.3. Distribution of Assets If Business Is Not Continued. In the event of dissolution of the Company and if the Members do not elect to or are unable to continue the business of the Company

under Section 8.3, the Managers shall proceed with reasonable promptness to sell the real and personal property owned by the Company and to liquidate the business of the Company. Upon dissolution, the assets of the Company business shall be used and distributed in the following order:

8.3.1. Any liabilities and liquidating expenses of the Company will first be paid;

8.3.2. The reasonable compensation and expenses of the Managers in liquidation shall be paid.

8.3.3. The amount then remaining shall be paid to and divided among the Members in accordance with the statutory scheme for distribution and liquidation of the Company under the Colorado Limited Liability Company Act, as amended from time to time.

8.4. Return of Contribution Nonrecourse to Other Members. Except as provided by law or as expressly provided in this Operating Agreement, upon dissolution, each Member shall look solely to the assets of the Company for the return of its Capital Contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the cash contribution of one or more Members, such Member or Members shall have no recourse against any other Member.

IX. SALE OF A MEMBER'S INTEREST

9.1. Rights of Members. Except as otherwise expressly provided herein, no Member may sell, assign, transfer, set over, mortgage, create a security interest in, encumber or hypothecate their interest in the Company or the Company's assets to any person, firm or corporation other than another Member, without the prior written consent of all the other Members nor may any Member's interest in the Company or in the Company's assets be transferred by operation of law or by an assignment by operation of law, except upon the death of a Member as hereinafter provided.

9.2. Disposition of Interest During Lifetime. If any Member wishes to withdraw from the Company not in accordance with the approved "Exclusive Buyout Option Schedule" set forth in this Section, they will so notify the other Members and an agreement may be made as to the terms of such withdrawal. If no such agreement can be reached, the Member desiring to withdraw may only proceed pursuant to the applicable provisions of the "Exclusive Buyout Option Schedule" set forth in this section.

9.3. Sale of Company Interests.

9.1. Rights of Members. Except as otherwise expressly provided herein, no Member may sell, assign, transfer, set over, mortgage, create a security interest in, encumber or hypothecate their interest in the Company or the Company's assets to any person, firm or corporation other than another Member, without the prior written consent of all the other Members nor may any Member's interest in the Company or in the Company's assets be transferred by operation of law or by an

assignment by operation of law, except upon the death of a Member as hereinafter provided.

9.2. Disposition of Interest During Lifetime. If any Member wishes to withdraw from the Company, they will so notify the other Members and an agreement may be made as to the terms of such withdrawal. If no such agreement can be reached, the Member desiring to withdraw may proceed pursuant to the applicable provisions of Section 9.4, below.

9.3. Sale of Company Interests.

9.3.1. In the event any Member receives an offer from any third party to purchase all or any part of said Member's Company interest, said Member, if he desires to sell or transfer all or any part of their Company interest, shall first offer such interest to the other Members, in proportion to their interests in the Company, on the same terms and conditions set forth in the offer from said third party. These terms and conditions shall be designated in a written offer to be delivered to each other Member, which offer shall give said other Members thirty (30) days from the date of receipt of said notice to accept the offer upon the terms and conditions contained therein. Any Member desiring to accept the offer of the selling Member shall do so in writing within said thirty (30) day period. Should any Member fail to accept such offer to purchase their proportionate share of the selling Member's Company interest, the remaining Members, within ten (10) days after the expiration of said thirty (30) day period, may agree to purchase their proportionate share of said interest, on the same terms and conditions, by a writing delivered to the selling Member.

9.3.2. Subject to the conditions of Subsection (e) following, if the foregoing offers have been made to the other Members and the selling Member has not received acceptances from said Members for the entire Company interest offered for sale, then the selling Member may sell their Company interest, or such part as was specified in said offers, to such third party at a price equal to or greater than the price originally offered to the other Members, provided such sale is upon the same terms and conditions (except for changes in size of payments required to accommodate a greater price) and provided further that such sale is completed within sixty (60) days after the last offer made to the other Members has been rejected.

9.3.3. If a selling Member, after making the offers required under Subsection 9.3.1, desires to sell their Company interest at a price which is less than the price originally offered to the other Members, or upon different terms or conditions than those originally offered to the other Members, or at a time which is more than sixty (60) days after the rejection or expiration of the last offer made to the other Members, the selling Member must first reoffer their Company interest, or such part thereof as he desires to sell, to the other Members at the price and upon the terms and conditions the selling Member is then willing to accept from the third party purchaser. Such offers shall be made in the same manner and in accordance with the same procedures as set forth in Subsection 9.3.1 above.

9.3.4. Offers and acceptances provided for under this Section shall be in writing and shall be served either by personal service or by certified mail, return receipt requested, addressed to the offeree Members at their last known addresses, as shown by the records of the Company. Any sale of a Company interest to the other Members shall be consummated within sixty (60) days following the acceptance of the last offer submitted as provided herein.

9.3.5. Regardless of any other provision of this Agreement to the contrary, any sale of a Company interest to a third party not currently a Member shall be made only if the remaining Members unanimously consent in writing to such purchaser becoming a Member and such purchaser shall agree (1) to become a Member hereunder, (2) to execute and acknowledge such instruments reasonably satisfactory in form and content to the other Members as are required to effectuate such admission to the Company, (3) to confirm the within Agreement, wherein and whereby he agrees to be bound by all of the terms and conditions of this Agreement, as the same may have been amended, with respect to the Company interest acquired from or through their predecessor in interest, and (4) to pay all reasonable attorneys' fees required for the preparation of such instruments to effectuate admission to the Company. The consent of the Members to a substitute Member shall not be unreasonably withheld.

9.4. Offers between the Members.

9.4.1. In the event any of the Members desire to dispose of their ownership interest and no agreement relating thereto has been reached among the Members, and such Member has not sold or agreed to sell their interest pursuant to any other applicable provisions of this Agreement said Member may address a written offer to sell their interest to the other Members in proportion to their ownership interests. Said written offer shall contain the amount for which the offering Member would sell their interest and the terms of payment. Any such offer of sale shall remain open for a period of thirty (30) days after it has been received by the offeree Members.

9.4.2. During said thirty (30) day period, the offeree Member shall have the option either to accept the terms and conditions specified in the written offer and pay said amount to the offeror Member for their interest within sixty (60) days after acceptance; or

9.4.3. In the alternative, and at the expiration of the above designated thirty (30) day period, the offeree Members will be conclusively presumed to have offered to sell their ownership interests in their Company to the offeror Member on the same basis and at the same price (proportionately adjusted for differences in ownership interests) and terms as contained in the original offer of sale. In the latter event, the offer Member shall have thirty (30) days after the expiration of the initial thirty (30) day period to purchase the Company interests of the offeree Members at such price and upon such terms and conditions. In the event that either the offeree Members or the offeror Member shall fail to consummate this transaction, then such failure shall be a default hereunder and the provisions applicable thereto shall apply.

9.5. Payment of Purchase Price.

9.5.1. Upon the death of a Member, the Company shall collect the proceeds of any policy or policies of insurance on the life of the deceased Member owned by the Company, if any, and shall pay such proceeds to the personal representative of the estate of the deceased Member, or if none, to those entitled to the interest of the deceased Member in the Company, or their transferees, as the case may be, upon receiving a bill of sale for the deceased Member's interest in the Company and a waiver of any right of an accounting on the part of the surviving Members. At the same time, the surviving Members shall execute and deliver to the estate of the deceased Member, their heirs or transferees, an agreement indemnifying the estate of the deceased Member against any liability of the Company. Said sale shall be effective as of the close of business on the date of death of the deceased Member, and shall be completed within ninety (90) days following the date of the deceased Member's death.

9.5.2. If the purchase price exceeds the proceeds of any life insurance, if any, the balance of the purchase price shall be paid in consecutive monthly installments beginning one (1) month after the receipt of a deed and bill of sale from the personal representative of the deceased Member's estate, their heirs or transferees, as the case may be. The unpaid balance of the purchase price shall be evidenced by a negotiable installment promissory note made by the Company and the surviving Members to the order of the estate, heirs or transferees, bearing interest at the rate of 8.0%. Said note shall provide for acceleration of the entire amount due upon fifteen (15) days default and shall give the makers the option of prepayment in whole or in part at any time without notice or penalty. Said note shall also provide for personal liability on the part of the surviving Members and shall recite and be secured by the surviving Member's interests in the Company.

9.5.3. The surviving Members and the personal representative of any deceased Member shall make, execute and deliver any documents necessary to carry out this Agreement.

9.6. Alternative Dissolution of Company. Upon the bankruptcy or insolvency of any of the Members, in lieu of purchasing the insolvent Members interest in the Company, the surviving Members may, by unanimous consent, agree to dissolve the Company. Upon such dissolution, the Company shall be liquidated as provided below and the proceeds thereof shall be distributed to the surviving Members and the estate of the deceased Member.

9.7. Compliance. The restrictions on transfer contained in this Section are intended to comply and shall be interpreted consistently with the restrictions on transfer set forth in C.R.S. 7-80-702(1).

X. MEMBERS' COVENANTS

10.1. Member's Personal Debts. In order to protect the property and assets of the Company from any claim against any Member for personal debts owed by such Member, each Member shall

promptly pay all debts owing by him or her and shall indemnify the Company from any claim that might be made to the detriment of the Company by any personal creditor of such Member.

10.2. Alienation of Membership Interest. No Member shall, except as provided in Article IX, sell, assign, mortgage, or otherwise encumber his or her Membership Interest in the Company or in its capital assets or property; or enter into any agreement of any kind that will result in any person, firm, or other organization becoming interested with him or her in the Company; or do any act detrimental to the best interests of the Company. Any attempted Disposition of a Membership Interest, or any part thereof, not in compliance with this Article is null and void *ab initio*.

10.3. Transactions with Interested Managers. Subject to the applicable provisions of the Colorado Limited Liability Company Act, no contract or other transaction between the Limited Liability Company and one(1) or more of its Managers or any other firm, association, or entity in which one (1) or more of the Managers are directors, managers, or officers or in which they are financially interested shall be either void or voidable solely because of such relationship interest, or solely because such interested Managers are present at the meeting of the Managers or a committee thereof which authorizes, approves, or ratifies such contract or transaction, or solely because their votes are counted for such purpose if:

10.3.1. The fact of such relationship or interest is disclosed or known to the Managers or committee which authorizes, approves, or ratifies the contract or transaction by a vote or consent sufficient for the purpose, without counting the votes or consents of such interested Managers;

10.3.2. The fact of such relationship or interest is disclosed or known to the Members of the Limited Liability Company and they authorize, approve, or ratify such contract or transaction by vote or written consent in accordance with the terms of this Agreement; or

10.3.3. The contract or transaction is fair and reasonable to the Limited Liability Company.

10.4. Quorum for Ratification. Common or interest Managers may be counted in determining the presence of a quorum at a meeting of the Managers or a committee thereof which authorizes, approves, or ratifies such contract or transaction.

10.5. Investment Representations.

10.5.1. The undersigned Members understand (1) that the Membership Interests and Economic Interests evidenced by this Operating Agreement have not been registered under the Securities Act of 1933, the Colorado Securities Act or any other state securities laws (the "Securities Acts") because the Company is issuing these Membership Interests in reliance upon the exemptions from the registrations requirements of the Securities Acts providing the issuance of securities not involving a public offering; (2) that the Company has relied upon the fact that the Membership Interests are to be held by each Member for investment; and (3) that exemption from registrations

under the Securities Acts would not be available if the Membership Interests were acquired by a Member with a view to distribution.

10.5.2. Prior to acquiring the Membership Interests, each Member has made an investigation of the Company and its business and have had made available to each such Member all information with respect thereto which such Member needed to make an informed decision to acquire the Membership Interest. Each Member considers himself or itself to be a person possessing experience and sophistication as an investor which are adequate for the evaluation of the merits and risks of such Member's investment in the Membership Interest. Each understands the limitations on transferability, distribution and resale imposed by this Operating Agreement and as may be imposed by the federal securities law and the laws of the State of Colorado.

XI. ARBITRATION

11.1. Arbitration. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in accordance with the rules then in use by of the American Arbitration Association. Judgment upon the award rendered by said arbitration may be entered in any court having jurisdiction thereof. Costs of arbitration shall be paid by the non-prevailing party. If one Member notifies the other Member in writing of a dispute, claim, or controversy within six (6) months of the arising of such dispute, claim, or controversy and requests that the same be arbitrated, no legal action may then be commenced thereon, except to obtain judgment on the arbitration award.

XII. MISCELLANEOUS PROVISIONS

12.1. Inurement. This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns, and each person entering into this Agreement acknowledges that this Agreement constitutes the sole and complete representation made to him or her regarding the Company, its purpose and business, and that no oral or written representations or warranties of any kind or nature have been made regarding the proposed investments, nor any promises, guarantees, or representation regarding income or profit to be derived from any future investment.

12.2. Rights of Creditors and Third Parties under Company Agreement. The Operating Agreement is entered into among the Company and the Members for the exclusive benefit of the Company, its Members, and their successors and assignees. The Operating Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under the Operating Agreement or any agreement between the Company and any Member with respect to any Capital Contribution or otherwise.

12.3. Modification. This Agreement may be modified from time to time as necessary only by the written agreement of the Company, acting through the unanimous vote or consent of its Managers, and the unanimous vote or consent of its Members.

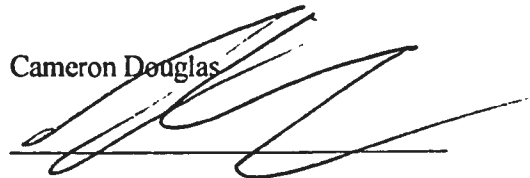
12.4. Severability. The provisions of this Agreement are severable and separate, and if one or more is voidable or void by statute or rule of law, the remaining provisions shall be severed therefrom and shall remain in full force and effect.

12.5. Governing law. This Agreement and its terms are to be construed according to the laws of the State of Colorado.

12.6. Counterparts. If this Agreement has been executed in counterparts each such counterpart shall be deemed an original of the Agreement for all purposes.

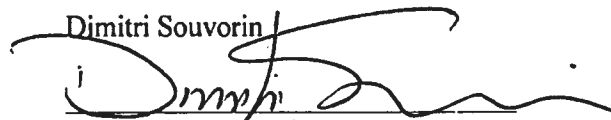
IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day first written above, in Vail, Colorado.

Cameron Douglas



By: Cameron Douglas, Manager, Member

Dimitri Souvorin



By: Dimitri Souvorin, Member

Krista Schmidt



By: Krista Schmidt, Member

Rob Niehaus



By: Rob Niehaus, Member

CHIAR 4, LLC
MEMBERS, INITIAL CAPITAL CONTRIBUTIONS,
AND PERCENTAGE INTERESTS

- (a) Member Name: Cameron Douglas
Address: PO Box 3816, Vail, CO 81658
- Initial Capital Contribution: [REDACTED]
- Initial Capital Account: [REDACTED]
- (b) Member Name: Dimitri Souvorin
Address: 9295 Columbine Dr #4 Vail, CO 81657
- Initial Capital Contribution: [REDACTED]
- Initial Capital Account: [REDACTED]
- (c) Member Name: Krista Schmidt
Address: 2161 Montgomerie Circle Eagle, CO 81631
- Initial Capital Contribution: [REDACTED]
- Initial Capital Account: [REDACTED]
- (d) Member Name: Rob Niehaus
Address: 1061 W Beaver Creek Blvd Avon, CO 81620
- Initial Capital Contribution: [REDACTED]
- Initial Capital Account: [REDACTED]



CONFIDENTIAL INQUIRY WAIVER

I, Krista Schmidt and _____, give the Town of Eagle permission to conduct a background check on me relating to information regarding a liquor license.

I hereby release the Town of Eagle from any civil or criminal liability or damage which may result from furnishing the information requested above.

Krista Schmidt 11/16/22
Signature Date

2161 Montgomerie Cir. Eagle, CO 81631
Street Address State/Zip Code

Signature Date

Street Address State/Zip Code



CONFIDENTIAL INQUIRY WAIVER

I, Cameron Douglas and _____, give the Town of Eagle permission to conduct a background check on me relating to information regarding a liquor license.

I hereby release the Town of Eagle from any civil or criminal liability or damage which may result from furnishing the information requested above.

[Signature]

Signature Date

378 Harrier Circle Eagle CO 81631

Street Address State/Zip Code

Signature Date

Street Address State/Zip Code



CONFIDENTIAL INQUIRY WAIVER

I, Dimitri Sourin and _____, give the Town of Eagle permission to conduct a background check on me relating to information regarding a liquor license.

I hereby release the Town of Eagle from any civil or criminal liability or damage which may result from furnishing the information requested above.

Dimitri Sourin 11-10-22
Signature Date

4295 Columbine dr Vail, CO 81657
Street Address State/Zip Code

Signature Date

Street Address State/Zip Code



CONFIDENTIAL INQUIRY WAIVER

I, Robert Niehues and _____, give the Town of Eagle permission to conduct a background check on me relating to information regarding a liquor license.

I hereby release the Town of Eagle from any civil or criminal liability or damage which may result from furnishing the information requested above.

R. Niehues

Signature

11-14-2022

Date

1061 W Beaver Creek Blvd K102 Avon, CO 81620

Street Address

State/Zip Code

Signature

Date

Street Address

State/Zip Code

Instructions: Please print this document for your records.

MyBizColorado

COLORADO DEPT OF REVENUE

Thank you for registering with the Colorado Department of Revenue!
Your electronic application has been received.
You will receive your Sales Tax License and/or Wage Withholding information in the
mail in the next 10 business days.

You may use this receipt as a temporary Sales Tax License in the interim.

Filing Information

Your filing information is as follows

Date: 11/3/22

Name: Chair 4, LLC

Address: 1020 Capitol St\n\nEagle, Colorado 81631-5000

Sales Tax Account Number: 95484187

Sales Tax Filing Frequency: Monthly (\$300 in taxes/month or m

Wage Withholding Account Number: 95484187

Wage Withholding Filing Frequency: Monthly (\$7,000 to \$49,000/year)

Websites

State of Colorado: www.colorado.gov

Colorado Department of Revenue: www.colorado.gov/revenue

Colorado Department of Revenue Online Customer Support Site:
revenuestateco.custhelp.com

File and pay your sales tax online: www.colorado.gov/RevenueOnline

Register to pay by EFT: www.colorado.gov/revenue/eft

Please wait 2-3 business days while we validate your registration before attempting to access your account in Revenue Online. You will receive your license(s) in the mail within 10 business days. If you do not already have access to Revenue Online, you may use information from that letter to sign-up.



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 Chair 4, LLC

The principal office street address is 1020 Capitol Street
Eagle CO 816131
US

The principal office mailing address is PO Box 3816
Vail CO 81658
US

The name of the registered agent is Cameron Douglas

The registered agent's street address is 1020 Capitol Street
Eagle CO 816131
US

The registered agent's mailing address is PO Box 3816
Vail CO 81658
US

The person above has agreed to be appointed as the registered agent for this entity.

The management of the limited liability company is vested in Managers

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

Person(s) forming the limited liability company

Cameron Douglas
PO Box 3816
Vail CO 81658
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

Scott Sussman
PO Box 1476
Frisco CO 80443
US

**ASSIGNMENT, ASSUMPTION, AND CONSENT TO ASSIGNMENT
OF COMMERCIAL LEASE**

THIS ASSIGNMENT, ASSUMPTION, AND CONSENT TO ASSIGNMENT OF LEASE made effective as of the 1st day of November, 2022 by and between **7 HERMITS BREWING LLC**, a Colorado limited liability company d/b/a 7 Hermits Brewing (hereinafter "Assignor"), **Chair 4 LLC**, (hereinafter "Assignee") and **NO REGRETS LLC** (hereinafter "Landlord").

WHEREAS, Landlord and Assignor entered into a Lease dated February 24, 2016 and First Extension and Amendment dated May 27, 2021 (referred to as the "Lease" and "First Extension") for the premises located at 1020 Capitol Street (a portion of both Unit C-1 and C-2 as depicted in Exhibit A of the February 2, 2016 Lease), Eagle, CO 81631 A true and complete copy of the Lease and First Extension is attached to this Assignment as Exhibit "A" and by this reference made an integral part of this Assignment for all purposes.

WHEREAS, Assignor desires to assign the Lease and First Extension, and to Assignee in conjunction with the purchase of the business assets of 7 HERMITS BREWING, LLC and Assignee desires to assume and be fully responsible for the rights, duties and obligations thereunder from and after the effective date of this Assignment.

WHEREAS, Landlord is willing to enter into this Assignment to grant their prior written consent to Assignor's assignment of the Lease to Assignee.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and promises set forth herein, the parties agree as follows:

1. Landlord Consent and Release of Assignor. The Landlord hereby consents to the assignment of the (a) Lease dated 2/26/2016 and (b) First Extension and Amendment of Lease executed May 27, 2021 and the assumption by Assignee upon the terms and conditions herein. Landlord acknowledges that Assignor has fully paid all rent and other sums which may be due under the Lease and First Extension through **October 31, 2022** and to the best of Landlord's knowledge, as of the date hereof, there is no default by the tenant of any of the terms, conditions, or covenants contained in the Lease and First Extension and no event has occurred and no circumstances exist which would constitute such default. Further, Landlord hereby expressly releases Assignor from any and all covenants and obligations of the Tenant to be paid, performed, fulfilled or complied with by the Tenant under the Lease and Lease Extension arising from and after the Effective Date of this Assignment.

2. Assignment. Assignor hereby assigns, transfer, sells and conveys all its right, title and interest in and to the Lease, First Extension, and Option for Expansion to Assignee, including the security deposit in the amount of \$_____ and last month's rent in the amount of

\$ _____ paid to Landlord, TO HAVE AND TO HOLD, the interest assigned and conveyed unto Assignee and its successors and assigns forever.

Landlord acknowledges that Assignor has transferred its interest in the security deposit and last month's rent held by Landlord to Assignee and will hold said amounts for the benefit of Assignee.

3. Liability of Assignor. This assignment of the Lease, First Extension, shall cause 7 HERMITS BREWING LLC its owners, managers, and members to be released from any liability, personal or otherwise, under the Lease, First Extension.

4. Lease Remains in Effect. The Lease, First Extension, shall remain in full force and effect, and all of the terms, conditions and promises of the Lease, First Extension, shall govern the conduct of the parties except as set forth in the Amendments in Section 5 of this Agreement

5. Lease Rate changes and Option period Rate Defined: For the period remaining on the current five year term through May 26, 2026, the Base Rent (Total Rent amount less the allocated CAM amount per sq. ft) shall be increased 3%. For the five (5) year Option term that would commence on May 27, 2026, the Base Rent (Total Rent amount less the allocated CAM amount per sq. ft) shall increase Ten percent (10.0%) and shall be adjusted annually at the greater of 3% or the change in CPI from the preceding year, whichever is higher

5. Assumption and Obligations of Assignee. Assignee accepts the assignment of the Lease, First Extension, and assumes the obligations, and agrees to perform and abide by all of the terms and conditions as set forth in the Lease and First Extension. Assignee is responsible for paying the rent due for **December 1, 2022** and forward.

6. Liability and Indemnification.

(a) It is specifically agreed between Assignor and Assignee that Assignee shall be responsible to the Landlord under the Lease and First Extension for the discharge and performance of any and all duties and obligations to be performed and/or discharged by the Tenant under the Lease and First Extension arising from and after (but not prior to) the Effective Date of this Assignment. By accepting this Assignment and by its execution hereof, Assignee hereby assumes and agrees to save, defend, indemnify and hold harmless Assignor from and against any and all demands, claims, causes of action, actions, losses, liabilities, obligations, costs and expenses (including reasonable attorneys' fees and court costs) arising or accruing as a result of Assignee's failure to discharge or perform any and all duties and obligations to be performed and/or discharged by the Tenant under the Lease arising from and after the Effective Date of this Assignment, including, without limitation, claims of the Landlord, contractors, other business invitees, licensees and tort claimants or indemnity claims, arising from and after the Effective Date of this Assignment.

(b) It is specifically agreed between Assignor and Assignee that Assignor shall remain fully liable to the Landlord for the performance of all of the terms, covenants and conditions to be performed and/or discharged by the Tenant under the Lease arising prior to (but not from and

after) the Effective Date of this Assignment, and Assignor hereby agrees to save, defend, indemnify and hold harmless Assignee from and against any and all demands, claims, causes of action, actions, losses, liabilities, obligations, costs and expenses (including reasonable attorneys' fees and court costs) arising or accruing as a result of Assignor's failure to discharge or perform the terms, covenants and conditions to be performed and/or discharged by the Tenant under the Lease arising prior to the Effective Date hereof, including without limitation, claims of the Landlord, contractors, other business invitees, licensees, tort claimants, and pursuant to any indemnification obligations arising prior to the Effective Date of this Assignment.

7. Miscellaneous.

(a) Authority. Each party to this Assignment represents and warrants to the other parties to this Assignment that it is duly authorized to enter into this Assignment and/or to execute the applicable assignment, assumption and/or consent provisions set forth herein and perform its respective obligations hereunder without the consent or approval of any other person or party, and that the person signing this Assignment on its respective behalf is duly authorized to sign on behalf of such party.

(b) Disclaimer. The transfer and assignment set forth herein is made by Assignor without any express or implied representation or warranty of any kind or nature, except as expressly set forth in this Assignment.

(c) No Third Party Beneficiaries. Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person, corporation or other entity, other than the named parties to this Assignment, any rights, remedies, obligations or liabilities.

(d) Binding Effect and Interpretation. This Assignment shall be binding upon and inure to the benefit of the Assignor, the Assignee and the Landlord, and their respective successors and permitted assigns. Assignor, Assignee, and Landlord understand, agree and acknowledge that (i) this Assignment has been freely negotiated by all of the parties hereto; and (ii) in any controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Assignment, or any of its terms or conditions, there shall not be any inference, presumption or conclusion drawn whatsoever against any party by virtue of that party having drafted this Assignment, or any portion thereof.

(e) Entire Agreement. This Assignment represents the entire understanding and agreement between the Assignor, Assignee and the Landlord with respect to the subject matter hereof, and no amendment or modification of this Assignment shall be effective unless it is set forth in a writing specifically stating that it is intended to be an amendment hereof, specifying what provision hereof is being amended thereby, and signed by each of the Assignor, Assignee and the Landlord.

(f) Severability. If any term or provision of this Assignment is invalid, illegal, or incapable of being enforced by virtue of any federal or state law, or public policy, all other terms and provisions of this Assignment shall nevertheless remain in full force and effect so long as the legal substance of the transaction contemplated hereby is not affected in any manner materially

adverse to any of the parties to this Assignment. Upon such determination that any such term or provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

(g) This Agreement is entered into in Eagle County, Colorado, and all questions arising hereunder shall be governed by the laws of the State of Colorado. Venue shall be proper in the District Court of County of Eagle, State of Colorado.

(h) This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and transmitted by .pdf file or telecopier, and copies shall be evidence of validity of equal validity with originals.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year by their signatures below.

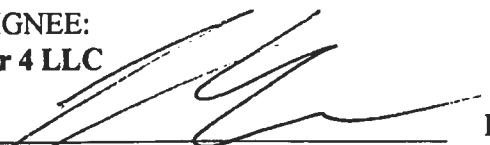
ASSIGNOR:

7 HERMITS BREWING, LLC,
a Colorado limited liability company

By: 
Matt Marple, Manager

Date: 11-1-2022

ASSIGNEE:
Chair 4 LLC

By: 
Cameron Douglas, Manager

Date: 11-1-2022

LANDLORD: NO REGRETS, LLC

David Viese
By:

11.1.2022
Date



AFFIDAVIT OF TRANSFER

Pursuant to the requirements of 44-3-303 the undersigned Licensee hereby authorizes the transfer of its Colorado Retail Liquor License to the Applicant, its Agent(s), or a company, corporation, partnership or other business entity to be formed by the Applicant.

Dated this 2nd day of November, 2022.

SELLER: 7 Hermits Brewing CO LLC BUYER: Chair 4 LLC DBA El Segundo

*(Current Licensee, License number)

(Applicant Name - listed on #2 of DR forms)

Trade Name: 7 Hermits Brewing CO LLC

Trade Name: Chair 4 LLC DBA El Segundo

Sign: [Signature]

Sign: [Signature]

Print: Matt Marple

Print: Cameron Douglas

Title: Owner

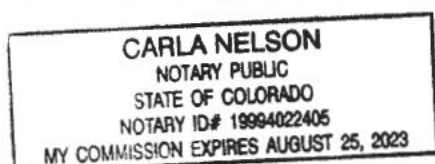
Title: Managing partner

State of Colorado
County of Eagle

Subscribed and sworn to before me this 10 day of November 2022
by: Matt Marple

Notary Public: Carla Nelson

My Commission Expires: Aug 25, 2023 Seal:





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

Name of Applicant: (Corporation, Limited Liability Company, Individual, Partnership)	Chair 4 LLC
Trade Name of Establishment (DBA):	E1 Segundo
Address of Establishment:	1020 Capitol St

Type of Liquor/Beer License:	BrewPub
Current Licensee:	7 Hermits Brewing LLC
Current Trade Name:	7 Hermits Brewing

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.
- 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: 11/2/22
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FOR OFFICE USE ONLY	
Date of Transfer Application accepted:	Date Temporary Permit Application submitted:

Fees Due	
Initial Application Fee	\$11.00
Renewal Fee	\$11.00

Takeout and Delivery Permit Application & Renewal (On-Premises Applicants Only)

☒ Initial Application		☐ Renewal	
Corporate Business Name Chair 4 LLC		Trade Name (DBA) El Segundo	
Physical Address of Premises 1020 Capitol St		Suite/Unit Number	
City Eagle	County Eagle	State CO	ZIP Code 81631
Mailing Address (if different than Physical Address) PO Box 3816		Suite/Unit Number	
City Vail	State CO	ZIP Code 81658	
Business Phone Number 970 328 6220		Business Email Address Cameron.R.douglas@gmail.com	
1. You certify that the delivery of alcohol beverages shall only be made to a person TWENTY-ONE (21) years of age or older at the address specified in the order.			☒ Yes ☐ No
2. You certify that the delivery must be made by the licensee or the licensee's employee who is at least TWENTY-ONE (21) years of age and is using a vehicle owned or leased by the licensee to make the delivery.			☒ Yes ☐ No
3. You certify that the licensee's employee who delivers the alcohol beverages shall note and log at the time of delivery, the name and date of birth of the person the alcohol beverages are delivered to. Under no circumstances shall a person under TWENTY-ONE (21) years of age be permitted to receive a delivery of alcohol beverages.			☒ Yes ☐ No
4. You understand that a licensee must derive no more than FIFTY (50) percent of its gross annual revenues from sales of alcohol beverages that the licensee delivers.			☒ Yes ☐ No
5. Are you using a third party's ordering software to take orders?			☐ Yes ☒ No
If you answered "Yes" to question number five (5) above, upload all documents concerning the agreement between the ordering service and the licensee. Note - While a third party's ordering software may be used, physical delivery can only be accomplished by the licensee or the licensee's employee using a vehicle owned or leased by the licensee.			
6. Have you verified with your local licensing authority that no local permits are required for takeout and delivery?			☒ Yes ☐ No
7. Are you the applicant or an authorized agent of the business?			☒ Yes ☐ No
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.			☒ Yes ☐ No
Name of the applicant or an authorized agent of the business Cameron Douglas		Title of the applicant or an authorized agent of the business Managing Partner	
Signature 		Date 11/2/22	

Payment (Please submit Payment in one of the following ways):

Via mail with your application P.O. Box 17087 Denver, CO 80217-0087	Via email to: DOR_liqlicensing@state.co.us An email will be sent to you with directions on how to make a payment via our online payment portal.
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**PUBLIC NOTICE
TOWN OF EAGLE
APPLICATION – TRANSFER OF OWNERSHIP**

Notice is hereby given that the Town Council, acting as the Local Liquor Licensing Authority, shall hold a public hearing on the application of **CHAIR 4 LLC DBA EL SEGUNDO** dated November 28, 2022, requesting a Transfer of Ownership of a Brew Pub License, located at 1020 Capitol Street, Eagle, Colorado 81631. Said hearing will be held on Tuesday, January 10, 2023, at 6:00 p.m. during a Town Council meeting held 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: December 29, 2022 Eagle Valley Enterprise



THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

TOWN OF EAGLE

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

TEMPORARY

ALCOHOL BEVERAGE PERMIT

**NAME AND ADDRESS
CHAIR 4 LLC DBA EL SEGUNDO
1020 CAPITOL STREET, EAGLE CO 81631**

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 Town of Eagle, insofar as the same may be applicable

**Fee
\$100.00**

**Type of Permit
BREW PUB**

**License effective:
NOVEMBER 10, 2022
MARCH 10, 2023**




TOWN CLERK



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

Chair 4, LLC dba El Segundo

Address: 1020 Capitol Street, Eagle CO 81631

Having considered the application of Cameron Douglas, Dimitri Souvorin, Krista Schmidt, and Rob Niehuas owners of Chair 4 LLC dba El Segundo for a Transfer of Ownership of a Brew Pub License, and all attachments submitted therewith (the "Application"), having held a public hearing on the Application on January 10, 2023, 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 Cameron Douglas, Dimitri Souvorin, Krista Schmidt, and Rob Niehuas owners of Chair 4 LLC dba El Segundo for a Transfer of Ownership of a Brew Pub License is hereby GRANTED.

DATED this 10th day of January 2023

LOCAL LIQUOR LICENSING AUTHORITY
TOWN OF EAGLE

Scott Turnipseed, Chair

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Council

From: Brian Lieberman, Open Space and Trails Manager

Date: January 10, 2023

Agenda Item: Resolution 02, Series 2023 Appointment of a New Alternate OSRAC Member

REQUEST: Staff requests that Town Council consider a recommendation from the Open Space and Recreation Advisory Committee (“OSRAC”) to appoint Anna Nakae as the new alternate committee member.

BACKGROUND: Staff opened and advertised an OSRAC vacancy on October 25, 2022. The application period was open through November 22, 2022 – providing almost a month for applications to be submitted. The OSRAC vacancy was advertised on Town social media, in a news flash on the website, in the Eagle Today newsletter, on partner organization websites, and sent to the Vail Daily.

Three applications for the vacancy were received. All three applicants meet the residency requirement for the Committee. The three applications are included as an attachment.

ANALYSIS: According to the Committee Bylaws, OSRAC members may provide recommendations to Town Council regarding the appointments of Committee members. Ahead of the December 2022 OSRAC meeting, all Committee members completed a rubric evaluating the three applications. During the meeting, the Committee unanimously voted to recommend that the applicant receiving the highest total score from the rubric be appointed as the new alternate committee member. Anna Nakae received the highest score. All three applications and the total scores of all applicants from the rubric are included as an attachment.

COMMUNITY INPUT: No public comment was received.

BUDGET / STAFF IMPACT: No additional impacts to the Town budget or staff.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: OSRAC provides additional expertise to the Town Council and the Town Manager necessary to enhance and facilitate open space and recreation in the Town, and to act as a catalyst between the Town, residents, relevant stakeholders, and the broader community to expand and improve the Town's internal and adjacent open space and recreation opportunities within the context of the Town's commitment to conservation, social, and environmental objectives.

RECOMMENDED ACTION OR PROPOSED MOTION: Motion to (approve) or (deny) Resolution 02, Series 2023 “A Resolution by the Town Council of the Town of Eagle, Colorado, appointing Anna Nakae to fulfill an existing term through 2024 as the alternate Committee member on the Open Space and Recreation Advisory Committee.”

ATTACHMENTS:

1. Resolution 02-2023 Appointment of Anna Nakae to OSRAC
2. Total scores of each applicant from the completed OSRAC rubrics
3. The three applications received

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 02
(SERIES OF 2023)

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO, APPOINTING ANNA
NAKAE TO FULFILL AN EXISTING TERM THROUGH 2024 AS THE ALTERNATE COMMITTEE MEMBER ON
THE OPEN SPACE AND RECREATION ADVISORY COMMITTEE

WHEREAS, in November 2020, Town Council formed the Open Space and Recreation Advisory Committee ("OSRAC") to provide additional expertise to the Town Council and staff necessary to enhance and facilitate open space and outdoor recreation in Town; and

WHEREAS, the OSRAC Bylaws establish that staff shall create an application process to fill vacancies on the Committee, which can include input from current Committee members; and

WHEREAS, OSRAC has evaluated the applications received and recommends that Anna Nakae be appointed as the alternate member of OSRAC for the remainder of a 4-year term through 2024.

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

Section 1. Anna Nakae is hereby appointed to the Open Space and Recreation Advisory Committee as the Alternate Member by the Town Council of the Town of Eagle, Colorado, for her expertise and background in open space and trails management beginning immediately and expiring in December 2024 or upon resignation.

INTRODUCED, READ, PASSED AND ADOPTED ON _____, 2023.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

**TOWN OF EAGLE
OPEN SPACE AND RECREATION ADVISORY COMMITTEE
PROSPECTIVE COMMITTEE MEMBER EVALUATION
DECEMBER 2022**

The following criteria were provided to help Committee members determine a recommendation for appointment to the Committee. Committee members used a scale of 1-10 for the criteria listed below. A "1" indicated that the applicant did not satisfy the criterium, whereas a "10" indicated that they satisfy the criterium entirely. A perfect score would be 490.

Evaluation Criteria:

- The applicant demonstrates knowledge of local recreational opportunities and trails.
- The applicant demonstrates knowledge of local natural resources, such as wildlife, noxious weeds, vegetation, or restoration.
- The applicant shows an understanding of the importance of partnerships and collaboration as it relates to the Committee's mission and goals.
- The applicant demonstrates sufficient knowledge of the Eagle area to assist with Open Space and Trails planning.
- The applicant is knowledgeable of the challenges and opportunities facing the Open Space and Trails program in Eagle.
- The applicant seems to have an understanding of the responsibility of the OSRAC. The applicant has the capacity to be a productive member of the committee.
- The applicant would bring an important perspective to the committee that is currently missing, and/or the applicant has a valuable perspective that would be beneficial for the committee overall.

Applicant Name	Kyle Foster	Kristen Green	Anna Nakae
Total score received	268	306	409

Select the Council, Commission, or Committee applying for Open Space and Recreation Advisory Committee

PERSONAL INFORMATION

First Name Anna

Last Name Nakae

Address1 7 Condor Dr

Address2 xx344

City Eagle

State CO

Zip 81631

Email Address anna.nakae@gmail.com

Contact Phone Number 5096374757

Business Address 461 Railroad Ave, Unit C, Gypsum, CO, 81637

Business Phone Number 9708275406

Occupation Projects Coordinator, Eagle River Watershed Council

(Section Break)

COMMITTEE INFORMATION:

Economic Vitality Committee: Meetings: 1:00 p.m., meet typically on the third Monday of each month.

Open Space and Recreation Advisory Committee: Meetings 9:00 a.m., meet typically on the first Tuesday of each month.

Downtown Development Authority: Meetings: 1:00 p.m., meet typically on the first Wednesday of each month.

(Section Break)

ORGANIZATION MEMBERSHIP INFORMATION

Are you or have you served on other Boards, Commissions, or Committees?	Yes
If yes, which	Walking Mountains Science Center Community Advisory Committee
Please list organization memberships and positions held	<i>Field not completed.</i>
Please List Areas of Special Interest	Outdoor recreation; conservation; water; natural resource management; diversity, equity, inclusion & justice (JEDI)

(Section Break)

ADDITIONAL QUESTIONS

What opportunities does the Town of Eagle have?	Eagle is a thriving community that is abundant with opportunities! We are a rapidly growing town and in the near future there will be substantially more homes, businesses, and development in areas that have long been open space. This opportunity for growth means more people out enjoying our trails and open spaces, but also means we need an intentional approach to managing our remaining open spaces. We have the chance to balance conservation, recreation, and development in a way that is sustainable and resilient for all, including the environment. An opportunity I am particularly excited for is the implementation of Eagle's new Open Space and Trails Master Plan. I think it will be a great guiding document to help navigate and give structure to the communities priorities.
What challenges currently exist in the Town of Eagle?	Though Eagle's growth presents many opportunities, it also creates or has already created many challenges associated with our open spaces. Our public lands are heavily used by locals and visitors alike, and without sustainable management are at risk of being "loved to death". With the town's Open Space department being a staff of one and a lack of sustainable funding mechanisms, there is limited capacity to manage growing use. This is particularly concerning with the anticipated growth and development projected in such close proximity to existing open space areas. In addition to our growing population, we are a diverse community and that comes with often conflicting values. For example, our town needs more housing to support and sustain our local workforce, but development in our confined valley often directly competes and impacts wildlife habitat; two of the most important issues identified by our community.

As a Committee Member, how would you approach these challenges?

Should I be selected to the committee, I am prepared to collaboratively find the best solutions to the problems our open spaces face. I will seek out expert information and advice whether from industry professionals and/or from other open spaces with similar challenges. With this knowledge and guidance, I can expand my perspectives and understandings of these intricate issues and I will do my best to make decisions predicated on best practices and best available science. Equally important to industry standards is a commitment to listening to our community. I believe it is important to be willing to listen to all perspectives as a committee member, including ones that may not align with my personal ideas or opinions. The combination of my willingness to learn, grow, and listen will all be valuable traits as a committee member especially when considering my approach to addressing the complex challenges of our open spaces.

Are you a resident of Eagle or do you own real property, own a business or work for an Eagle owned business?

Yes

Cover letter below:

Anna Nakae
anna.nakae@gmail.com
(509) 637-4757
7 Condor Drive
Eagle, CO, 81631

Nov. 21, 2022

Mr. Lieberman,

I am applying for the Town of Eagle's Open Space & Recreation Advisory Committee. I am excited to be considered for a place on this committee as I am a town resident that loves recreating on our open space system and I have professional experience in natural resource management and conservation.

I have lived in Eagle for a little over two years, and one of my favorite things about living here is being able to access trails and public lands from my front door. I find myself out on the town's trails at least weekly, where I deeply enjoy mountain biking, trail running, and hiking.

Beyond having a personal connection to our local open spaces and trails, I have been working in natural resource management and conservation for over ten years with my most recent experience being here in Eagle. I have worked for a variety of land management agencies including on a trails crew for the US Forest Service, a biologic technician for Colorado Parks and Wildlife, and as geographic information sciences (GIS) technician for the City of Boulder's Open Space and Mountain Parks Department. Each agency and role gave me a greater appreciation for public land management, and the necessity for public land access with intentional management strategies.

I currently work as the Projects Coordinator with the Eagle River Watershed Council and I oversee all of the organization's volunteer and watershed restoration projects. Through this role, I have seen first hand the need for thoughtful management strategies to ensure the ecological benefits and mitigate the potentially negative impacts to our open spaces, in particular ones that relate to our waterways. In addition, I have first-hand experience with the social challenges that often come with trying to balance conservation and recreation. For example, I frequently bring together diverse stakeholders within our community, often the same ones or similar ones that are at the table when considering the town's open space system. These stakeholders often include those in recreation, agriculture, and municipalities. Though these groups can often disagree, it is part of my job to help bring them together to reach a common goal.

I am confident my combination of skills, expertise, and passion as both a user of the town's open space and a local conservation professional would make me a valuable addition to the advisory committee. I look forward to the possibility of discussing this opportunity with you further. You can contact me by email or by phone at your convenience. Thank you for your time and consideration for my application to the Open Space & Recreation Advisory Committee.

Sincerely,



Anna Nakae

Commission & Committee Application Form

Select the Council,
Commission, or Committee
applying for

Open Space and Recreation Advisory Committee

PERSONAL INFORMATION

First Name	Kristen
Last Name	Green
Address1	PO Box 4387
Address2	<i>Field not completed.</i>
City	Eagle
State	CO
Zip	81631
Email Address	greenshew@gmail.com
Contact Phone Number	7202802456
Business Address	150 Miller Ranch Road
Business Phone Number	970-569-2907
Occupation	Marketing and Continuing Education Coordinator, Colorado Mountain College

(Section Break)

COMMITTEE INFORMATION:

Economic Vitality Committee: Meetings: 1:00 p.m., meet typically on the third Monday of each month.

Open Space and Recreation Advisory Committee: Meetings 9:00 a.m., meet typically on the first Tuesday of each month.

Downtown Development Authority: Meetings: 1:00 p.m., meet typically on the first Wednesday of each month.

(Section Break)

ORGANIZATION MEMBERSHIP INFORMATION

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

No

If yes, which

Field not completed.

Please list organization memberships and positions held

Girl Scouts of Colorado, troop leader

Please List Areas of Special Interest

Marketing, events, hiking

(Section Break)

ADDITIONAL QUESTIONS

What opportunities does the Town of Eagle have?

We have an amazing trail system and world-class recreational opportunities within the Town of Eagle, and the open spaces provide opportunities for quiet reflection, bird watching and wildlife refuge. The recreational amenities, trails and the open spaces add significantly to our quality of life in Eagle. And, they also are an attraction for tourists seeking an alternative to the very resort-feel of Beaver Creek and Vail. Attracting more people to our town to take advantage of all we have to offer represents a tremendous opportunity, but it must be balanced against local quality of life.

What challenges currently exist in the Town of Eagle?

There are very passionate people on all sides of the open space and trail issues...longtime locals who don't want to see their mountain/valley views changed, hunters and fishermen who want to maintain wildlife corridors, hikers and bikers who want to explore, developers who want to develop properties. Everyone has a voice and a valid concern. Developing strategies to ensure each feels heard is a challenge.

As a Committee Member, how would you approach these challenges?

I think that I am a good listener, and I'm curious, so I ask a lot of questions. I want to understand each viewpoint. That is how I would approach this committee...with curiosity and a desire to view each issue holistically.

Are you a resident of Eagle Yes
or do you own real
property, own a business or
work for an Eagle owned
business?

Cover letter below:

Kristen L. Green

PO Box 4387, Eagle, CO 81631

Phone: 720-280-2456, Email: greenshew@gmail.com

November 2, 2022

To Whom It May Concern,

One of the many things I love about living in Eagle are the amazing trails, open spaces and recreational opportunities that we're surrounded by. I remember in the first days of the COVID pandemic, I walked a lot. It was my therapy. I walked for miles and miles and miles. Every single day. And, I remember feeling so thankful that I lived in Eagle and not in New York City or some other city where I wouldn't be able to see the trees and deer and wide open vistas. I was so thankful for the trail under my feet, the fresh clean air in my lungs, the sunshine, and the people I passed on my walks who were in the same boat as I was. It is my belief that just being in nature heals body, mind and spirit. And, that is really what our open spaces and trail systems offer and why I'm interested in serving on the Open Space and Recreation Advisory Committee.

I am currently the Marketing and Continuing Education Coordinator at Colorado Mountain College in Edwards. My strength is being able to look at a problem or challenge in an entirely new and creative way, cultivate that vision, and then ensure it is executed to meet or exceed expectations. I am able listen to what my audience wants through feedback, conversation and research. I take that feedback and then cultivate a strategic plan to creatively meet those wants. In every role I have undertaken, I have looked to continuously improve what I am doing and how I am delivering on my promises. I have both creativity and vision. Through a combination of experience, skill set, perseverance, and a willingness to learn, I have all the skills required to serve on the Open Space and Recreation Advisory Committee.

I have built relationships across the college, in the community, and with both my Community Education instructors and students. I have also managed projects both huge and tiny – everything from designing and administering the 100+ community education classes I present each year, to developing and implementing complex integrated marketing campaigns, to developing a crisis communications plan, to sending content to Town Talk and creating social media posts. I am used to wearing many hats and balancing many needs. I have a servant's heart and believe my role is to support and uplift, and I hope to do that for this advisory committee as well.

I look forward to speaking with you about the Open Space and Recreation Advisory Committee and how I might serve the town that I love so much.

Warm regards,
Kristen Green

Commission & Committee Application Form

Select the Council,
Commission, or Committee
applying for

Open Space and Recreation Advisory Committee

PERSONAL INFORMATION

First Name	Kyle
Last Name	Foster
Address1	PO 6206
Address2	<i>Field not completed.</i>
City	EAGLE
State	CO
Zip	81631
Email Address	kyle@seagullscycles.com
Contact Phone Number	7203278429
Business Address	422 McIntire St
Business Phone Number	7203278429
Occupation	Owner/ Mechanic

(Section Break)

COMMITTEE INFORMATION:

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Open Space and Recreation Advisory Committee: Meetings 9:00 a.m., meet typically on the first Tuesday of each month.

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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

Field not completed.

Please list organization
memberships and positions
held

Owner of Seagull's Cycles, VVMTA member, EVBH Peer
Support Lead, Vail Valley Partnership Member

Please List Areas of Special
Interest

Mountain bike trails, outdoor recreation

(Section Break)

ADDITIONAL QUESTIONS

What opportunities does
the Town of Eagle have?

Eagle has the opportunity to be the outdoor recreation hot spot
of our valley, outside of Vail's ski industry.

What challenges currently
exist in the Town of Eagle?

Land usage and regulation, seasonal closure enforcement, lack
of near town camping to bring in out of town recreators, multi
use trail logistics.

As a Committee Member,
how would you approach
these challenges?

I would approach these challenges with an open mind and
desire to learn as much as I can from all sides. I want to learn
how we can all work together to recreate outside responsibly
and sustainably.

Are you a resident of Eagle
or do you own real
property, own a business or
work for an Eagle owned
business?

Yes

Please attach a cover letter
or experience information

Field not completed.



To: Mayor Turnipseed and Town Council

From: Cliff Simonton, A.I.C.P., Senior Planner
Chad Phillips, A.I.C.P., Community Development Director

Date: January 10, 2023

Agenda Item: File LURA23-01, Amend Sections 4.04.010, 4.04.070, 4.04.090, 4.04.100, and 4.07.080, inserting information creating a new zone district, Commercial General East, in the Town's municipal code.

REQUEST:

For Town Council to consider amending Sections 4.04.010, 4.04.070, 4.04.090, 4.04.100, and 4.07.080 of the Eagle Municipal Code that establishes a new commercial zone district and standards for the East Eagle area. While staff would like Town Council to review and comment on the proposed Title 4 amendments, the ordinance approving such changes is not ready for adoption. After discussion and receiving direction from Council, staff is suggesting tabling the adoption of the ordinance to the January 24, 2023 meeting.

INTRODUCTION:

On September 27, 2022, Town Council passed resolution 80, Series 2022, which approved a pre-development agreement between the Town and Eagle Meadows Colorado LLC ("owner"). The target property was the site of the now-expired Eagle River Station PUD. Expiration of the PUD resulted in the reversion of the property to Resource zoning. The pre-development agreement established goals and responsibilities for the Town and the owner in advance of any land use applications for the property. One of the Town's responsibilities is the assignment of zoning to the land by February 28, 2023.

The Town is presently working with Clarion to update its entire municipal code, which will include one or more new zone districts specifically created for the East Eagle Character Area. Originally scheduled to be completed in 2022, the code update project has been delayed, with completion and adoption now scheduled for May or June of 2023. The owner has insisted that new zoning be applied by the date specified in the agreement, however, and so it is necessary to insert a new zone district into the town's existing code that meets the purposes and intents of the East Eagle Sub-Area Plan to the greatest degree possible.

By tabling the approval of the ordinance, this will necessitate the amendment of the Pre-Development Agreement to extend the timeframe for rezoning of the subject property to mid-March.

ANALYSIS:

The text changes proposed for insertion into the exiting code (redline version attached) have been developed by Clarion and staff to specifically address the vision of the East Eagle Sub-Area Plan. That Plan calls for uses on lands adjacent to Chambers to be more light industrial in nature and uses further east to accommodate commercial activity suitable for direct access from Interstate 70, including large format

retail establishments. The area's prominence as the "eastern gateway" to the town is a strong consideration of the Plan; thus, the need for design standards that address scale, form, character, landscaping and other visual impacts. Staff has determined that the modifications proposed adequately cover the range of these expectations, with the understanding that guidelines associated with the new district may be further refined between now and the adoption of the new code.

On January 3, 2023, the Planning & Zoning Commission reviewed the proposed amendments and recommended approval with one condition, that being a modification to Section 4.04.070, *Schedule of Uses Permitted*, to prohibit "one single dwelling unit - accessory to a use permitted" in the Commercial General East zone district. While the members of the Commission recognized the importance of allowing accessory residential use in the East Eagle area, they want better standards applied to this type of housing to avoid the mixed-use buildings that have been created along Chambers Ave in recent years. They anticipate a better review and analysis of residential uses in this area during the remainder of the Recode process. This prohibition is reflected in the attached ordinance and red line.

COMMUNITY INPUT:

None received.

BUDGET / STAFF IMPACT:

No impact to the 2023 budget.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED:

Furthering the purposes of the East Eagle Pre-development Agreement supports the Town's Strategic Plan in a number of ways, as follows:

- *Stimulate Economic Vitality.* The new zone district, once applied, should work to enhance economic opportunity, and stimulate economic activity in the East Eagle character area.
- *Attract visitors.* The new zone district, once applied, is intended to allow uses and guide development that will attract travelers on Interstate 70 to the Town of Eagle.
- *Enhance the economic resiliency of the town government.* The diversity of uses allowed by the new zone district should add resiliency to the Town's economic framework.

RECOMMENDED ACTION OR PROPOSED MOTION:

I move to table the decision for File LURA23-01 to January 24, 2023.

ATTACHMENTS:

- Redline of proposed amendments to Title 4 of the Municipal Code



Town of Eagle

Land Use & Development Code Update

Draft amendments to create the Commercial
General East (CGE) Zone District

December 2022

Commercial General East Zone District

1.	Section 4.04.010 Table of Zone Districts	1
2.	Section 4.04.070 Schedule of Uses Permitted in Nonresidential Districts	1
3.	Section 4.04.090 Schedule of Requirments for Nonresidential Districts.....	5
4.	Section 4.04.100 Supplementary Regulations and Standards	6
5.	Section 4.07.080 North Interchange Area Design Standards.....	6
A.	General provisions.	6
B.	Goals and objectives.	6
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D.	Building mass/form/orientation.	7
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H.	Public Spaces.....	8
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6.	Section 4.11.030: PUD Standards and Requirements	Error! Bookmark not defined.

Establishment of the Commercial General East District

The following amendments to the Town of Eagle LUDC are made to establish the Commercial General East (CGE) district.

1. Section 4.04.010 Table of Zone Districts

The table of zone districts is amended as follows:

CG	Commercial General—For commercial and tourist uses, including lodging, dining, and recreation facilities and compatible uses, and for heavier commercial uses, low-impact manufacturing uses, and compatible uses.
CGE	Commercial General East —For commercial and tourist uses, including lodging, dining, and recreation facilities and compatible uses, and for heavier commercial activities and compatible uses on properties located within the East Eagle Sub Area Plan.
I	Industrial—For a wide range of industrial uses and compatible uses.

2. Section 4.04.070 Schedule of Uses Permitted in Nonresidential Districts

The Schedule of uses permitted in nonresidential zone districts is amended as follows:

ZONING DISTRICT	CBD	CL	CG	CGE	PA	I
Key: P = Use by Right S = Special Use * = Not Permitted Use						
USE						
Retail establishment, except mobile home and vehicular services	P	P	P	P	*	S
Service establishment, except vehicular service	P	P	P	P	*	S
Restaurant	P	P	P	P	*	*
Tavern	P	P	P	P	*	*
Office	P	P	P	P	P	*
Lodging, extended stay	*	*	S	S	*	*
Lodging, temporary	P	P	P	P	*	*
Dwelling units - above street level	P	S	*	*	S	*
High density, multifamily dwelling ¹	S	*	*	*	*	*

ZONING DISTRICT	CBD	CL	CG	CGE	PA	I
Key: P = Use by Right S = Special Use * = Not Permitted Use						
USE						
Park, playground, greenbelt	P	P	P	P	P	P
Indoor recreation or theater	S	S	S	S	S	*
Public building, auditorium, or other public assembly	S	S	S	S	S	*
Church, child care facility, school	S	S	S	S	P	*
Hospital, clinic, nursing home, group home	S	S	S	S	P	*
Commercial parking lot or garage	S	S	S	S	S	S
Vehicular and mobile home service, sales and rental	S	S	S	S	S	S
Contractor's yard	*	*	S	S	*	S
Shop for blacksmith, cabinetry, glazing, machining, off-set printing, publishing, and sheet metal	S	S	P	P	*	P
Utility substation	*	S	S	S	*	S
Water impoundment	*	*	S	S	S	S
Taxidermy shop	*	S	S	S	*	S
Dry cleaning plant	S	S	S	S	*	S
Gasoline sales	S	P	P	P	*	S
Automobile salvage yard	*	*	*	*	*	P
Manufacturing, assembly, processing, packaging or preparation of articles or merchandise	*	*	S	S	*	P
One single dwelling unit - accessory to a use permitted	*	*	S	*	*	S
Restaurant - accessory to use permitted	*	*	*	*	P	P
Office - accessory to use permitted	*	*	*	*	*	P
Veterinary clinic	S	S	S	S	*	S
Extraction and processing of minerals, rocks, sand, gravel, and other earth products	*	*	*	*	*	S
Storage of explosives	*	*	*	*	*	S
Sawmill or wood milling facility	*	*	*	*	*	S
Recreational vehicle park	*	*	S	S	*	*

ZONING DISTRICT	CBD	CL	CG	CGE	PA	I
Key: P = Use by Right S = Special Use * = Not Permitted Use						
USE						
Railroad transfer yard, Motor freight depot	*	*	S	*	*	S
Petroleum products bulk plant	*	*	S	S	*	S
Theater	P	P	P	P	P	P
Shooting range	S	S	S	S	S	S
Mobile home	*	*	*	*	*	*
Outside storage	*	S	S	S	S	P
Self-service storage facility	*	*	*	*	*	S
Wholesale or distribution establishment, except mobile home and vehicular sales	S	S	P	P	*	P
Retail, except mobile home and vehicular Accessory to a principal permitted use	P	P	P	P	*	P
Service establishment, except vehicular service—accessory to a principal permitted use	P	P	P	P	*	P
Sexually oriented businesses	*	*	*	*	*	S
Medical marijuana business ²	*	*	S	S	*	S
Retail marijuana cultivation facility ⁴	*	*	S	S	*	S
Marijuana testing facility ⁵	*	*	S	S	*	S
Cultivation of medical marijuana by patients and caregivers in non-residential units (commercial or industrial spaces) ³	*	*	*	*	*	P
Cultivation of medical marijuana by patients and caregivers in residential dwelling units (permitted within non-residential zone districts) ³	P	P	P	P	P	P
Retail marijuana business (excluding retail marijuana testing facilities)	*	*	S ⁴	S	*	S ⁴
Cultivation of marijuana for personal use in residential units	P ⁵	P ⁵	P ⁵	P	P ⁵	P ⁵
Cultivation of marijuana for personal use in non-residential units or structures	*	*	*	*	*	P ⁶
Medical marijuana infused products manufacturer ²	*	*	S	S	*	S

ZONING DISTRICT	CBD	CL	CG	CGE	PA	I
Key: P = Use by Right S = Special Use * = Not Permitted Use						
USE						
Optional medical cultivation premises ²	*	*	S	S	*	S
Retail marijuana store ⁴	*	*	S	S	*	S
Retail marijuana products manufacturing facility ⁴	*	*	S	S	*	S
Kennel	*	*	S	S	*	*
KEY: ¹ Pursuant to Section 4.05.010.A.3.b ² Medical marijuana businesses allowed only on identified commercial general and industrial zoned properties. Please refer to attached map at the end of this section labeled Exhibit A. Refer to Section 4.04.100(P) concerning supplementary regulations and standards for medical marijuana businesses. ³ See Section 4.04.100(R) concerning supplementary regulations and standards for the cultivation of medical marijuana by patients and primary caregivers in non-residential zone districts. ⁴ Retail marijuana businesses allowed only on identified commercial general and industrial zoned properties. Refer to map at the end of this section labeled Exhibit A. Refer to Section 4.04.100(U) for supplementary regulations and standards for retail marijuana businesses. ⁵ Marijuana testing facilities allowed only on identified commercial general and industrial zoned properties along Chambers Avenue. Refer to map at the end of this section labeled Exhibit A. Refer to Section 4.04.100(V) for supplementary regulations and standards for marijuana testing facilities. ⁶ See Section 4.04.100(T) concerning supplementary regulations and standards for the cultivation of marijuana for personal use in non-residential units or structures in non-residential zone districts.				CBD = Central Business District CL = Commercial Limited CG = Commercial General PA = Public Area I = Industrial		

3. Section 4.04.090 Schedule of Requirements in Nonresidential Districts

Amend the Schedule of requirements in nonresidential districts as follows:

NON-RESIDENTIAL DISTRICTS TABLE											
ZD	MLA	MLA/DU	MFY	MSY	MRY*	MBH	MLC*	MFA	MUO/DU		
CBD	3,125 sf		0'	0'	25'	35'	Building 80%; all other impervious 20%	240%			
CL	7,500 sf		L	25'	Greater of 12.5' or ½ building height	25'	35'	Building 50%; all other impervious 20%	100%		
			C	25'							
			A	50'							
CG/ CGE	CG 20,000 sf CGE 100,000 sf		L	25'	Greater of 12.5' or ½ building height	com-com	25'	35'	Building 50%; all other impervious 30%	150%	
			C	25'		com-ind	25'				
			A	50'		com-res	75'				
I	20,000 sf		L	25'	Greater of 12.5' or ½ building height	ind-ind	25'	35'	Building 50%; all other impervious 30%	150%	
			C	25'		ind-com	25'				
			A	50'		ind-res	75'				
PA	7,500 sf		L	25'	Greater of 12.5' or ½ building height	25'	35'	Building 50%; all other impervious 20%	150%		
			C	25'							
			A	50'							

4. Section 4.04.100 Supplementary Regulations and Standards

A. Amend Section 4.04.100.O as follows:

Extended stay temporary lodging facilities. All extended stay temporary lodging facilities permitted in the Commercial General (CG) or Commercial General East (CGE) Zone Districts shall comply with the following requirements

5. Section 4.07.080 North Interchange and East Eagle Area Design Standards

Amend the North Interchange Area design standards as follows:

A. **General provisions.**

1. The North Interchange and East Eagle Area contains the following zone districts as per this Title:

a. Commercial General "for commercial and tourist uses including lodging, dining, and recreation facilities and compatible uses, and for heavier commercial uses, low-impact manufacturing uses, and compatible uses."

a-b. Commercial General East "for commercial and tourist uses including lodging, dining, and recreation facilities and compatible uses, and for heavier commercial activities and compatible uses on properties located within the East Eagle Sub Area Plan."

b-c. Public Area "for any use owned and/or operated by a public entity."

2. The North Interchange and East Eagle Area incorporates privately owned, commercially zoned land north of the I-70 interchange, and in between the I-70 corridor and US Highway 6 east of Chambers Avenue. This area is completely separated physically and visually from the developed Town. Because of its isolated location, development on these lands would have less of an impact to the community, if treated sensitively, than if these uses occurred downtown. Because larger commercial parcels with municipal service infrastructure are available, there will be considerable pressure for development activity. It is very possible that this area will develop completely independent of other trends in the Town, and be more influenced by county and regional market forces. Commercial activity may, over time, compete with downtown Eagle as the commercial center of the area. Because of its likely development with commercial activities featuring high volumes of user traffic, master planning of large parcels should be strongly encouraged. Careful consideration to the layout of curb cuts along existing public roads should be given. To the extent possible, the preservation of large pieces of indigenous landscape and plant materials should be an important objective. Like the Chambers Avenue Area, architectural design should feature indigenous building materials, styles and details.

B. **Goals and objectives.**

The goals and objectives of this section are:

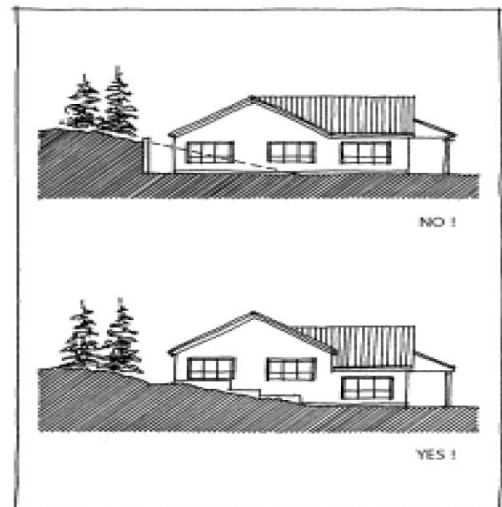
1. Improve the overall appearance of the I-70 corridor by enforcing architectural and landscape standards on development that abuts the interstate right-of-way.
2. Promote coordinated physical organization by enforcing setbacks and requiring landscaped buffers similar to those seen in the Chambers Avenue Area.
3. Encourage high quality individual development by creating a palette of materials and architectural details, which reflect the traditional building styles of the region.

C. Building setbacks.

1. Setback from Eby Creek Road, the I-70 right of way and the I-70 frontage road is 25 feet.
2. Setbacks from property lines other than those abutting the Eby Creek Road shall be as required under this Title.

D. Building mass/form/orientation.

1. With the exception of large format retail developments, buildings shall be similar in size to those found in a rural mountain community. Traditionally, the largest buildings in the vicinity are those found in ranch complexes. The central form of the buildings is usually simple and rectangular, having secondary gable and shed roofed wings. Porches shall project from the central form and be covered by a separate roof. Roofs that are similar to those of traditional ranch buildings, such as simple gable and shed forms, are appropriate. This incremental add-on approach creates visual interest and scale. Roof pitches, trim, and entrance locations also help to inform and influence the overall aesthetic of a building.
2. The siting of any new building should respond to existing site features. Removal of existing native plant material should be limited to areas essential for site development. Excessive excavation of hillsides should not be permitted. All cut and fill slopes should be stabilized, contoured to blend with existing, undisturbed terrain, and revegetated using plant material similar to that found on undisturbed land in the immediate vicinity. Slopes greater than 2:1 are not permitted.

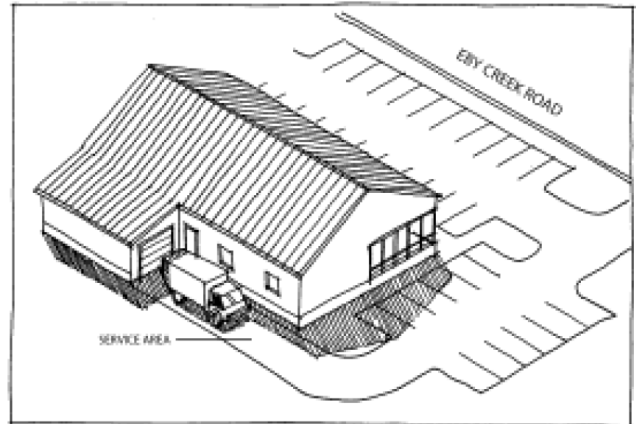


E. Architectural details.

1. Overall, the appearance of buildings in these areas shall be of a style similar to that seen in Colorado West Slope mountain towns. Facades that face public rights-of-way, including the I-70 corridor, shall include variation in the wall plane. Facades that are greater than 100 feet in length shall include spatial definition in the form of wall projections and/or recesses which must have a depth of at least three percent of the length of the facade. Projections and/or recesses must occupy at least 20 percent of the length of the facade. Group items such as windows to create an interesting composition; these type of features provide visual interest to the pedestrian, reduce monolithic appearance, and add local character to development. Facade projections,

recesses, windows, and entrances should be integral parts of the building and must not be superficially applied trim, graphics, or paint.

2. Provide variation in roof lines and forms. Mansard roofs are not traditionally seen in the region and are prohibited. If total building size exceeds a 10,000 square foot floorplate, flat roofs with a surrounding parapet wall are permitted provided that no mechanical equipment is visible and that the roof is aesthetically pleasing and fits into the Town. For buildings with a floorplate of from 5,000 square feet to 10,000 square feet, a multiple roof treatment is encouraged; flat roofs are not permitted. Minimum roof pitch to be 5:12 for all buildings less than 10,000 square feet.
3. Loading docks and service areas must be located to the sides and/or rear of the building, unless the parcel abuts the I-70 corridor. If the building abuts the I-70 corridor, all services and loading areas must be located to the sides of the building, which do not face the Eby Creek Road or I-70.



F. Building materials.

1. Building materials shall be used for all major surfaces that are similar to those employed historically. Segmented, horizontal siding as traditionally seen on wood and wood-clad ranch buildings is appropriate; maximum overlap dimension shall be eight inches. Stone masonry is appropriate when used as a foundation material; however, stone cladding over large portions of a surface is not a documented historical use and is inappropriate. Concrete block must be split-faced and all windows and entrances on such buildings must have added trim. Modular panel materials are not allowed. All facade materials shall have low reflectivity.
2. Pitched roof material shall be wood or asphalt shingles or standing rib seam sheet metal-matte finish.

G. Public Spaces

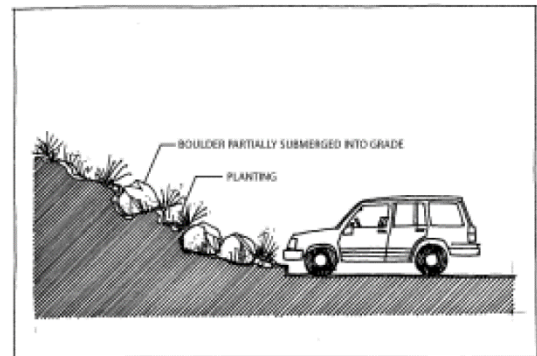
Mixed-use and nonresidential sites shall contribute to the establishment or enhancement of community and public spaces by providing at least two of the following:

1. Patio seating area
2. Pedestrian plaza with benches
3. Transportation center (when appropriate based on transit planning)
4. Window shopping walkways
5. Outdoor play area
6. Art feature
7. Sales sheds/areas/facilities for local farmers' market

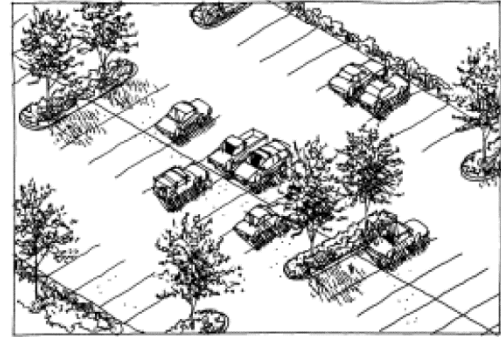
8. Architectural feature reflective of rural mountain design

H. Landscape/sidewalks/furnishings/screening.

1. Where practicable, all commercial destinations shall provide safe and convenient pedestrian connection to the Eagle County Regional Trail system as well as other nearby commercial sites. Sidewalks shall be detached from curb and gutter a minimum distance of five feet to accommodate a planting strip between the curb and sidewalk. Sidewalks linking the pedestrian system of the block to the building are required.
2. Buildings that abut the I-70 corridor shall have a minimum 15 foot landscaped buffer paralleling the property line in addition to the landscaping of the interstate right-of-way. One tree is required to be planted in such buffer for every 25 linear feet of property line. A minimum of one-third of all required trees shall be evergreen, and shall be placed 20 feet on center minimum and 25 feet on center maximum, in groups of three or five. Shrub massing shall be used in conjunction with tree plantings. Selected shrubs shall have a minimum mature height of eight feet. Refer to detailed plant list in Section 4.07.020(D).
3. Formal, irrigated landscape treatment shall not abut native, undisturbed ground without edge treatment. Edge transition shall be in the form of a defined grade break, drainage swale, building wall, mulched and planted bed, or pavement.
4. Retaining walls may be necessary in grade changes and should be concrete with a sandblast finish or keyed brick. Where grade and space allow, boulders may be used. The design and layout of the boulder wall should be such that the base course of the boulders are partly submerged into finish grade. Where appropriate, pockets in-between boulders should be planted to achieve a natural appearance. Retaining wall systems should be consistent from parcel to parcel.

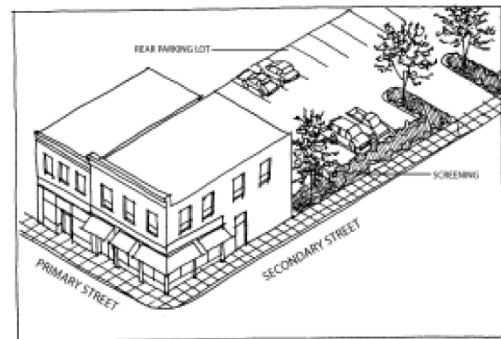


5. Opaque fencing shall be restricted to side and rear yards. Fencing is not allowed between the front building facade and the primary street. Fencing materials shall be wood, masonry, or split face concrete block. Chainlink may be used for demonstrated security purposes only and must be vinyl-coated black or green and used in conjunction with plant material that is tightly spaced to create a visual screen. Chainlink fencing shall be restricted to rear yards, except when rear yards abut the I-70 corridor.



I. Parking.

1. In the East Eagle Area, large parking lots facing the I-70 corridor or the I-70 frontage road are not permitted. Limited parking lots are permitted abutting the I-70 right-of-way with substantial landscape screening.
2. For parking lots with ten or more parking spaces, one deciduous shade tree shall be required to be planted in the interior of the lot for every ten parking stalls. All required shade trees shall be located within curbed, planted medians and/or islands to provide spatial definition and shade within paved areas.
3. Parking lots with 50 or more spaces shall also be divided into subsections of no more than 25 spaces with landscape divider strips placed between the sections.
4. Landscaped areas within parking lots or along the perimeter of the property must be protected from vehicular traffic through the use of concrete curbs, extruded asphalt, or other approved permanent barriers. Periodic curb cuts to allow stormwater infiltration are permitted.
5. No paving shall be permitted within four feet of the center of a tree.
6. All parking lots adjacent to primary and secondary streets shall be screened using plant material and/or fencing.
7. Commercial parcels that front Eby Creek Road should have no more than 50 percent of all required parking located in between the property line abutting the public right-of-way and the building face. The remaining parking stalls should be located to the sides or rear of the proposed building. Limited parking lots are permitted abutting the I-70 right-of-way with substantial landscape screening.



J. Signs.

1. All freestanding signs shall be monument style (grounded) and integrated with the site plan and planting plan.
2. Lighting of signs during the period a commercial enterprise is open for business and for up to one hour following the close of business shall be permitted.

3. Buildings that contain more than one business shall have a coordinated sign plan for the building and property.
4. Properties that Adjoin the I-70 Right-of-Way 
 - a. No sign shall be located in a rear yard except on properties that adjoin the I-70 right-of-way. These properties shall be allowed one flat wall sign in the rear yard of up to 30 square feet per tenant in addition to other allowed signs.
 - b. For properties fronting Eby Creek Road, each wall sign, projecting sign, or freestanding sign shall have a maximum sign area of 80 square feet and a maximum height of 15 feet.

K. Outdoor Uses

1. Areas for outdoor storage, truck parking, trash collection or compaction, loading, or other such uses shall not be visible from public or private rights-of-way.
2. No areas for outdoor storage, trash collection or compaction, loading, or other such uses shall be located within 20 feet of any public or street, public sidewalk, or internal pedestrian way.
3. Except for the purpose of normal loading and unloading operations, no trailers, semi-trailers and trucks, truck-tractors or outdoor containers shall be stored on site. Trucks, trailers and outdoor containers shall only be located in designated loading and unloading areas that are completely screened from adjacent streets or properties for the duration that they are on the site.
4. Exterior display areas shall be permitted only where clearly depicted on the approved development plan. All exterior display areas shall be permanently defined and screened with walls and/or fences. Materials, colors and design of screening walls and/or fences shall conform to those used as predominant materials and colors of the building. If outdoor display areas are to be covered, then the covering shall conform to those used as predominant materials and colors on the building. All exterior display areas shall be separated from motor vehicle routes by a minimum distance of 10 feet measured from the edge of the right-of-way, and a physical barrier visible to drivers and pedestrians. Display areas on building aprons must maintain a minimum walkway width of 10 feet between the display items and any vehicle drives.
5. Loading docks, truck parking, outdoor storage, utility meters, HVAC equipment, trash dumpsters, trash compaction, and other service functions shall be incorporated into the overall design of the building and the landscaping so that the visual and acoustic impacts of these functions are fully contained and out of view from adjacent properties and public streets, and no attention is attracted to the functions by the use of screening materials that are different from or inferior to the principal materials of the building and landscape.

L. Ongoing Maintenance

1. All mixed-use and nonresidential sites, whether occupied or not, shall be regularly maintained so they are not allowed to fall into a state of disrepair or neglect; and shall consistently present a neat and orderly appearance to the general public as well as adjacent and nearby tenants and property owners.

2. All large retail establishments (footprint of 50,000 square feet or larger) shall submit with their development application a maintenance plan for normal repairs and upkeep of the property, including but not limited to maintenance of the building, parking lot and parking lot surface, landscaping, signage and elimination of "ghost signage," and ongoing use of the property, including but not limited to the parking lot.



To: Mayor and Town Council

From: Jill Kane, Finance Director

Date: January 10, 2023

Agenda Item: Eagle Pool Replacement Project Funding Recommendation and Motion To Fund Up To \$250,000 For Continued Planning Work Related To The Project

REQUEST: Staff is requesting that the Town Council review the memo below discussing Staff's recommendation to fund the capital costs related to the Eagle Pool Replacement Project.

INTRODUCTION: At the November 21st joint work session between the Town and Mountain Recreation, staff was tasked with coming up with options available to fund the capital costs of the pool rebuild project.

ANALYSIS: Based on the information known at this time, the rebuild will be between \$6.5 and \$8.5 million. Staff's analysis will be based on the highest estimated values, based on today's ever-increasing construction costs.

For Historical Reference - Prior Pool Build Debt Issuance:

- 2002 – Lease purchase agreement with Wells Fargo
 - 5.5% - 10 year Note (\$2,482,191)
 - Mountain Recreation to pay 50% of Debt Service
- 2003 – Refinanced Lease purchase agreement with Wells Fargo
 - 4% - 10 year Note (\$1,021,965)
 - Mountain Recreation paid down their entire portion

Proposal to use the Sales Tax Capital Improvement Fund as source of revenue for Debt Service:

Since the Town has 50% interest in the facility, the Town will likely need to come up with 50% of the funding. There has been discussion about if the Town should do a community survey or polling to see if residents would be interested in a property or sales tax increase to help fund this project among other future Town projects. Based on the timing of this project and in an effort to not create undue burden on our residents for a project that may not be seen as an added benefit, staff is recommending we find the funding for this project within our current revenues and reserves.

There are four broad areas of funding for the 0.5% sales tax that is received in the Sales Tax Capital Improvement Fund (STCIF):

1. River Park
2. Other Town Parks
3. Paved Paths
4. **Multi-Use Recreational Facilities**

The 0.5% sales tax is estimated to bring in approximately \$1,015,000 in 2023. The sales tax received must fund the \$322,238 ongoing annual debt service, leaving approximately \$700,000 remaining for other projects prioritized by Council and the community. If Council utilizes a portion of \$700,000 to fund the pool rebuild debt service and we assume a very conservative annual debt service of \$350,000, it will leave approximately

\$350,000 on an annual basis for additional capital projects in the STCIF. This will require Council to reevaluate/reprioritize the current STCIF Capital Improvement plan.

Capital Improvement Plan Summary for 2022 - 2026						
Department/Fund and Project	2023	2024	2025	2026	2027	TOTAL
Sales Tax Capital Improvement Fund						
Eagle River Water Park - Rapid Blocs	40,000	40,000	15,000	-	-	95,000
Brush Creek Park - Playground Equipment	500,000	-	-	-	-	500,000
Haymaker Trailhead Bike Park and Beginner Skills Loop Contribution	200,000	-	-	-	-	200,000
Sidewalk/Trail: Pedestrian Trail Bull Pasture - West Side	110,250	-	-	-	-	110,250
Eby Creek Road - Pond Road Sidewalk Extension	30,000	-	-	-	-	30,000
Eagle River Water Park - Bouldering Feature	-	350,000	-	-	-	350,000
Eagle River Water Park - Park Lighting	-	90,000	-	-	-	90,000
Eagle River Water Park - Public Art	-	40,000	-	-	-	40,000
Dog Park Improvements	-	45,000	-	-	-	45,000
Eagle River Water Park - Chambers Park Path Connection	-	-	350,000	-	-	350,000
Eagle River Water Park - Downtown Bridge	-	-	1,000,000	-	-	1,000,000
Eagle River Water Park - Shower Tower	-	-	-	100,000	-	100,000
Whiting Park - Pour-in-Place	-	-	-	100,000	-	100,000
Skateboard Park	-	-	-	500,000	-	500,000
Brush Creek Valley Ranch Improvements: Paved Recreation Path along Brush Creek Road	-	-	-	40,000	-	40,000
Terrace Park - Playground	-	-	-	-	300,000	300,000
Eagle River Water Park - Slalom Gates	-	-	-	-	90,000	90,000
Sales Tax Capital Improvement Fund Total	\$ 880,250	\$ 565,000	\$ 1,365,000	\$ 740,000	\$ 390,000	\$ 3,940,250

For illustrative purposes staff removed several River Park Projects in the STCIF 5-year CIP that could be reprioritized or removed to achieve the annual spending inline with the recommendation, which also allows the Town to maintain a healthy STCIF reserve, which is important for the Town's credit rating. Staff input this information in to 5-year STCIF fund projections on the following page.

Capital Improvement Plan Summary for 2022 - 2026						
Department/Fund and Project	2023	2024	2025	2026	2027	TOTAL
Sales Tax Capital Improvement Fund						
Eagle River Water Park - Rapid Blocs	40,000	40,000	15,000	-	-	95,000
Brush Creek Park - Playground Equipment	500,000	-	-	-	-	500,000
Haymaker Trailhead Bike Park and Beginner Skills Loop Contribution	200,000	-	-	-	-	200,000
Sidewalk/Trail: Pedestrian Trail Bull Pasture - West Side	110,250	-	-	-	-	110,250
Eby Creek Road - Pond Road Sidewalk Extension	30,000	-	-	-	-	30,000
Eagle River Water Park - Bouldering Feature	-		-	-	-	-
Eagle River Water Park - Park Lighting	-	90,000	-	-	-	90,000
Eagle River Water Park - Public Art	-	40,000	-	-	-	40,000
Dog Park Improvements	-	45,000	-	-	-	45,000
Eagle River Water Park - Chambers Park Path Connection	-	-	350,000	-	-	350,000
Eagle River Water Park - Downtown Bridge	-	-		-	-	-
Eagle River Water Park - Shower Tower	-	-	-		-	-
Whiting Park - Pour-in-Place	-	-	-	100,000	-	100,000
Skateboard Park	-	-	-		-	-
Brush Creek Valley Ranch Improvements: Paved Recreation Path along Brush Creek Road	-	-	-	40,000	-	40,000
Terrace Park - Playground	-	-	-	-	300,000	300,000
Eagle River Water Park - Slalom Gates	-	-	-	-		-
Sales Tax Capital Improvement Fund Total	\$ 880,250	\$ 215,000	\$ 365,000	\$ 140,000	\$ 300,000	\$ 1,900,250

SALES TAX CAPITAL IMPROVEMENT FUND (EAGLE RIVER PARK FUND) BUDGET PROJECTIONS THROUGH 2027

	ACTUAL 2021	PROJECTION 2022	PROJECTION 2023	PROJECTION 2024	PROJECTION 2025	PROJECTION 2026	PROJECTION 2027
FUND BALANCES (Beginning):							
RESTRICTED FOR:							
RESERVE	\$ 161,619	\$ 161,619	\$ 161,619	\$ 161,619	\$ 161,619	\$ 161,619	\$ 161,619
CAPITAL IMPROVEMENTS	-	-	-	-	-	-	-
ASSIGNED FOR CAPITAL PROJECTS/DEBT SERVICE	935,126	1,381,898	1,390,436	861,868	999,710	1,003,285	1,278,965
TOTAL FUND BALANCES (Beginning)	\$ 1,096,745	\$ 1,543,517	\$ 1,552,055	\$ 1,023,487	\$ 1,161,329	\$ 1,164,904	\$ 1,440,584
REVENUE							
61-431-30 Sales Tax	\$ 868,929	\$ 967,000	\$ 1,015,000	\$ 1,045,450	\$ 1,076,814	\$ 1,109,118	\$ 1,142,391
61-433-10 Grants	-	-	-	-	-	-	-
61-436-10 Interest - ColoTrust STCIF	613	23,306	23,920	229	-	-	-
61-436-42 Contributions & Donations	57,964	5,000	-	-	-	-	-
61-436-70 Miscellaneous Revnue	201	-	-	-	-	-	-
TOTAL REVENUE	\$ 927,707	\$ 995,306	\$ 1,038,920	\$ 1,045,679	\$ 1,076,814	\$ 1,109,118	\$ 1,142,391
TOTAL SOURCES	\$ 2,024,452	\$ 2,538,823	\$ 2,590,975	\$ 2,069,166	\$ 2,238,142	\$ 2,274,022	\$ 2,582,976
EXPENDITURES							
CHARGES FOR SERVICES							
61-50-372 Meeting Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
61-50-347 Professional Services	20,022	-	-	-	-	-	-
61-50-351 Legal	7,846	15,000	15,000	15,000	30,000	15,000	15,000
61-50-354 Engineering	424	-	-	5,000	5,000	5,000	5,000
61-50-360 R&M Services	55,820	-	-	-	-	-	-
TOTAL CHARGES FOR SERVICES	\$ 84,112	\$ 15,000	\$ 15,000	\$ 20,000	\$ 35,000	\$ 20,000	\$ 20,000
CAPITAL OUTLAY							
Multi-Use Rec Facilities Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Paved Path Improvments	-	-	140,250	-	-	40,000	-
Town Parks Improvements	-	100,000	700,000	45,000	-	100,000	300,000
River Park Improvements	76,385	550,331	40,000	170,000	365,000	-	-
TOTAL CAPITAL OUTLAY	\$ 76,385	\$ 650,331	\$ 880,250	\$ 215,000	\$ 365,000	\$ 140,000	\$ 300,000
DEBT SERVICE							
Pool Debt Service (Will be in DSF)	-	-	350,000	350,000	350,000	350,000	350,000
61-50-815 Debt Service	\$ 100,000	\$ 105,000	\$ 110,000	\$ 115,000	\$ 120,000	\$ 125,000	\$ 130,000
61-50-816 Debt Service Interest	219,938	215,938	211,738	207,338	202,738	197,938	192,938
61-50-820 Agent Fees	500	500	500	500	500	500	500
TOTAL DEBT SERVICE	\$ 320,438	\$ 321,438	\$ 672,238	\$ 672,838	\$ 673,238	\$ 673,438	\$ 673,438
TOTAL EXPENDITURES	\$ 480,935	\$ 986,769	\$ 1,567,488	\$ 907,838	\$ 1,073,238	\$ 833,438	\$ 993,438
Net Surplus (Deficit)	\$ 446,772	\$ 8,538	\$ (528,568)	\$ 137,842	\$ 3,576	\$ 275,680	\$ 148,953
FUND BALANCES (Ending):							
RESTRICTED FOR:							
RESERVE	\$ 161,619	\$ 161,619	\$ 161,619	\$ 161,619	\$ 161,619	\$ 161,619	\$ 161,619
CAPITAL IMPROVEMENTS	-	-	-	-	-	-	-
ASSIGNED FOR CAPITAL PROJECTS/DEBT SERVICE	1,381,898	1,390,436	861,868	999,710	1,003,285	1,278,965	1,427,919
TOTAL FUND BALANCES (Ending):	\$ 1,543,517	\$ 1,552,055	\$ 1,023,487	\$ 1,161,329	\$ 1,164,904	\$ 1,440,584	\$ 1,589,538

The projections above include a conservative 3% annual increase to sales tax and does not assume any initial funding from the Town's reserves. If Council is comfortable with this method, staff will put a date on the calendar to work through reprioritizing the STCIF capital improvement plan. Staff would like to have the community survey completed for the STCIF that is being conducted by public works prior to a reprioritization discussion.

Option to fund a portion of the Pool rebuild with current reserves:

If Council would like to incur less debt for the pool rebuild, there are a couple options:

- Utilize a portion of the \$2,550,000 transfer from the General Fund to the STCIF that is budgeted in 2023.
- Utilize a combination of STCIF reserve and a portion of transfer from the General Fund to the STCIF.

Although \$2,550,000 seems like a large transfer to the STCIF, Council should be mindful of the approximate \$58 million in projected Capital Improvement fund project in the next five years with a current projected fund balance of approximately \$11.5 million at the end of 2023.

Options of Debt Service Structure: Staff is analyzing the options below but is welcoming Council feedback:

- ***General Obligation Bond*** – would require a special election of our constituents and may be structured between 20 and 30 years (Although Staff would not like to exceed 20 years). Currently being quoted interest rates of 5%.
- ***Certificates of Participation (COP)*** – A current facility would be put up as collateral and would not require a vote. It also may be structure up to 30 years (Although Staff would not like to exceed 20 years). Issuance costs are similar to a general obligation bond, however, interest rates are usually about 15 basis points higher.
- ***Bank Loan*** – Would require a more significant upfront contribution from the Town and Mountain Recreation and may be structure up to 10 years. With a bank loan we would avoid the significant debt issuance costs that come the bonds and COPs which are upwards of \$250,000.

Current funding needed to continue to move forward with project planning: The Town and Mountain Rec contributed \$50,000 to the Eagle Recreation Facility Advisory Corporation in 2023, \$100,000 total. Public Works has informed Staff that additional funds will be required to continue the planning phase of this project. Staff requests that Council approve an amount of funding up to \$250,000 (an amount that will be match by Mountain Rec) for the purposes of planning for the Eagle Pool rebuild project. The reappropriation will come from the transfer from the General fund to the Capital Improvements fund. If Council approves the motion below to reappropriate funds, it will be included in the first supplemental budget for 2023, which will likely be in April 2023.

COMMUNITY INPUT: There has been no community input received on this proposal at this time.

BUDGET / STAFF IMPACT: The proposed funding of the pool rebuild will increase budgeted expenditures in the STCIF in the next couple of years and increase the Town's annual debt service, however, based on staff's proposal of reprioritization and potential removal of proposed projects, the Town's ending reserves should have little to no impact.

STRATEGIC PLAN ALIGNMENT:

Although a rebuild of the Eagle Pool was not technically in the Town's strategic plan, it does align with the following major objective:

- **Focus on recreation, events, and open space:** Residents expect the pool to be open for a recreational option in town. It is in the best interest of our community to get the pool back in a function state and open to the public.

Also, how staff recommends funding the rebuild of the pool is also in alignment with the following major objective:

- **Enhance the Economic Resiliency of the Town Government:** The Town is fiscally responsible, and revenues received are balanced against current and future needs of the community.
 - By reprioritizing capital projects that are perhaps not a necessity and using current revenues to fund any debt service created, we will be able to move forward with this project without creating an undue burden on the residents of the Town. This is especially important in a time of such high inflation and knowing that we have future projects that will require additional funding from our taxpayers.

RECOMMENDED ACTION OR PROPOSED MOTION:

- Motion to reappropriate an amount equal to a Mountain Recreation contribution, up to \$250,000, from the transfer from the General Fund to the Capital improvements to utilize for planning purposes for the Eagle Pool replacement project.
- Please provide any feedback on the following:
 1. Funding the debt service for the Pool rebuild from the STCIF and reprioritizing future proposed capital improvement projects
 2. Utilizing current reserves to decrease the annual debt service or length of the loan
 3. Debt Service Structure

ATTACHMENTS: N/A