VAIL TOWN COUNCIL MEETING

Evening Session Agenda

Vail Town Council Chambers and virtually by Zoom.
Zoom meeting link: https://vail.zoom.us/webinar/register/WN_tSPmNHjcRXSXP8qB65lJTg

6:00 PM, October 6, 2026

Notes:
Times of items are approximate, subject to change, and cannot be relied upon to determine what time Council will consider an item.

Public comment will be taken on each agenda item.

Public participation offers an opportunity for attendees to express opinions or ask questions regarding town services, policies or other matters of community concern that are not on the agenda. Please keep comments to three minutes; time limits established are to provide efficiency in the conduct of the meeting and to allow equal opportunity for everyone wishing to speak.

1. **Call to Order (6:00pm)**

2. **Public Participation (6:00pm)**

   2.1 **Public Participation (10 min.)**
   Public Participation.pdf

3. **Any action as a result of Executive Session**

4. **Consent Agenda (6:10pm)**

   4.1 **September 1, 2026 TC Meeting Minutes**
   090126 TC Meeting Minutes.pdf

   4.2 **September 15, 2026 TC Meeting Minutes**
   091526 TC Meeting Minutes.pdf

   4.3 **Resolution No. 36, Series of 2026 A Resolution of the Vail Town Council Committing $3,000,000 to Habitat for Humanity Vail Valley towards the Purchase of Homes in Timber Ridge Phase II**
   Approve, approve with amendments, or deny Resolution No. 36, Series of 2026.

   Background: In a continuation of the Town of Vail's successful partnership with Habitat for Humanity Vail Valley, Triumph Development and the Towns obligation to purchase units within Timber Ridge Village, the Town wishes to commit up to $3,435,000 to buy down the cost of five (5) 4-bedroom units. The total cost will be finalized upon Habitat's underwriting and the units closing. The Town's contributions shall be applied towards the $25,449,948 Timber Ridge Village purchase obligation.

   10.06.26TC HFH Resolution Staff Report.docx

2026-36 Resolution Committing up to $3,435,919 to Habitat for Humanity Vail Valley - Timber Ridge Phase II.docx
TRV Exhibit F Ledger.xlsx

4.4 **Resolution No. 37, Series of 2026 A Resolution Approving a Grant Agreement between the Town of Vail and the Colorado Department of Transportation ("CDOT") to Facilitate the Expansion of Public Transportation Facilities by the Purchase of a Battery Powered Electric Bus**
Approve, approve with amendments, or deny Resolution No. 37, Series of 2026.

Background: This is a grant agreement from CDOT to purchase a new battery electric bus.

Resolution 37, 2026 CDOT Grant Agmt.docx
Envelope_Created_CDOT-Town_of_Vail_CTE_â€“_Vai.pdf

5. Action Items (6:15pm)

5.1 **Permission to Proceed Barrio Social (6:15pm)** 10 min.
Approve, approve with amendments, or deny Permission to Proceed application.

Presenter(s): Heather Knight, Planning Manager

Background: The owner of Barrio Social restaurant, located at 100 E. Meadow Drive, Unit 15, Steve Virion, is requesting Town Council approval to construct a permanent roof structure over an existing patio located on Town-owned property.

Barrio Social Patio Staff Memo.pdf
Attachment A. Barrio Social Applicant Narrative.pdf
Attachment B. PAA - Barrio Social Patio - Plan Set.pdf
Attachment C. Barrio Social HOA Approval.pdf

5.2 **Permission to Proceed Tyrolean Project (6:25pm)** 10 min.
Approve, approve with amendments, or deny permission to proceed application.

Presenter(s): Heather Knight, Planning Manager

Background: The applicant, Tyrolean HOA, represented by Ruther Associates LLC, is requesting approval to reconstruct the existing stairs connecting the building located at 400 Vail Valley Drive to the Gore Creek Path. A previous Permission to Proceed application for stairs was presented to the Town Council on March 17, 2026.

Tyrolean Staff Council Memo 10-6-26.pdf
Attachment A. Tyrolean Condominiums - Amended Permission to Proceed.pdf
Attachment B. Applicant VTC Presentation.pdf
Attachment C. Existing Conditions.pdf
Attachment D. Policy for the Use of Town Property.pdf

5.3 **Ordinance No. 14, Series of 2026, First Reading, An Ordinance Amending Section 7-3D-1 of the Vail Town Code to Increase the Penalties for Parking Violations (6:35pm)** 10 min.
Approve, approve with amendments, or deny Ordinance No. 14, Series of 2026 upon first reading.

Presenter(s): Mauri Cummins, Code Enforcement

Background: Parking citation fines have not increased since November 2003. The current first-offense fine is the same dollar amount as parking in the Vail Village or Lionshead Parking Structures on Peak Days.

Parking Citation Rate Increase Memo.docx
Parking Fines-O100226.docx

6. Public Hearings (6:45pm)

6.1 **Ordinance No. 13, Series of 2026, Second Reading, An Ordinance Amending Chapter 15 of Title 7 of the Vail Town Code regarding Automated Vehicle Identification Systems (6:45pm)** 5 min.

Approve, approve with amendments, or deny Ordinance No. 13, Series of 2026 upon second reading.

Presenter(s): Commander Chris Botkins, Vail Police Department

Background: The Town of Vail adopted its current Automated Vehicle Identification System (AVIS) ordinance in 2025 to establish the framework for automated traffic enforcement within the Town. The Colorado General Assembly has since made changes to state law governing automated vehicle identification systems. As a result, amendments to the Vail Town Code are necessary to ensure the Town's ordinance remains consistent with current state requirements.

Town Council Memo - AVIS State Law Update.docx
AVIS-O082826.docx

7. Adjournment 6:50pm (estimate)

Meeting agendas and materials can be accessed prior to meeting day on the Town of Vail website www.vail.gov. All Town Council meetings will be streamed live by High Five Access Media and available for public viewing as the meeting is happening. The meeting videos are also posted to High Five Access Media website the week following meeting day, www.highfivemedia.org.

Please call 970-479-2460 for additional information. Sign language interpretation is available upon request with 48 hour notification dial 711.

AGENDA ITEM NO. 2.1

Item Cover Page

VAIL TOWN COUNCIL AGENDA ITEM REPORT

DATE:	October 6, 2026
SUBMITTED BY:	Stephanie Bibbens, Town Manager
ITEM TYPE:	Citizen Participation
AGENDA SECTION:	Public Participation (6:00pm)
SUBJECT:	**Public Participation (10 min.)**

SUGGESTED ACTION:

ATTACHMENTS:
Public Participation.pdf

From:	CommDev
To:	Public Input Town Council
Subject:	FW: Request for Permanent Shelter at Existing Bus Stop Bench Located at Bighorn Road and East Streamside Circle in East Vail
Date:	Thursday, October 1, 2026 12:20:17 PM

From: Matthew King <mking1881@msn.com>
Sent: Wednesday, September 30, 2026 9:02 AM
To: CommDev <cdev@vail.gov>
Subject: Request for Permanent Shelter at Existing Bus Stop Bench Located at Bighorn Road and East Streamside Circle in East Vail

EXTERNAL EMAIL - This email was sent by a person from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

You don't often get email from mking1881@msn.com. Learn why this is important

Dear Community Development:

I am requesting that a permanent bus shelter be constructed at the existing bus stop located at the intersection of Bighorn Road and East Streamside Circle in East Vail. I am not sure why this existing bus stop bench does not have a permanent shelter over it to protect waiting passengers from inclement weather like the other ones along Bighorn Road. But I think it is equally needed at this bus stop.

Please let me know if there is anything else required for this request to be considered and implemented by the Town.

Best regards,

Matthew L. King
email: mking1881@msn.com
Mailing address: P.O. Box 5601, Vail, CO 81658
Telephone: 970-471-6411 (mobile)

Vail Town Council
75 South Frontage Road
Vail, CO 81657

Dear Mayor Davis and Members of the Council:

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Bottled beverages will still be brought into Vail and consumed here. And we will still want them to be recycled here. That is why we support a real solution to keeping bottles out of our landfills and the environment, which is to make needed improvements to collection and recycling systems in our lodges, base areas and public spaces.

Not long ago, business owners in Lionshead came before this Council to ask that it reject a redevelopment that would displace long-standing local retailers and the jobs they support. Yet the Council approved it regardless. With that experience in mind, we respectfully ask each member of this Council to commit to saying they oppose a new bottle fee and to work instead on the collection and recycling improvements that would deliver real environmental benefits.

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Thank you,

Signees:

Joyce Woo, May Palace
Julian Leon, Rocky Mountain Chocolate Factory
Matt DuHadway, Lionshead General Store
Shannon Lynch-DuHadway, Lionshead General Store
Kathryn Schenberg, Taspen Organics
Nikki Lange, The Belle
Walt Bujaryn, Conoco
Al Caro, Phillips 66
Carol Rossi, Ace Hardware
Kemar Edwards, Safeway
Valeria Rivera, Lionshead General Store
Tim Robbins, Lionshead Liquor Store
Trevor Robbins, Lionshead Liquor Store
Mark Haynes, Market at Vail
Fred Gohr, La Cantina
Sandra Herrera, Delizioso and La Bottega
Stephen Virion. Delizioso, Barrio Social, and La Bottega,
Matt Cardille, Fuzziwig's
Gary Schwedt, West Vail Liquor Mart
Julie Schwedt, West Vail Liquor Mart
Tim McMahon, Loaded Joe's Restaurant
Scott Rednor, How Ya Doin' and Shakedown Bar
Carlos Diaz, Casa Jalisco
Devin Dozier, Wheel Base
Brian Little, The Little Diner
Randy Viater, Conoco
Vidette Gehl, Big Bear Bistro
Erica Cannava, Willows at Vail

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Thank you,

Joyce Woo

09/08/26

May Palace

Owner/Manager

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75 South Frontage Road
Vail, CO 81657

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Thank you,

Tim McMahon
1061 W Beaver Creek Blvd

Vail Town Council
75 South Frontage Road
Vail, CO 81657

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Thank you,

J. Scott Pedrin

Shakedown Bar Vail
How Ya Doin' Deli

Vail Town Council
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Thank you,

L. Ann D.

CASA JALISCO VAIL / LIONSHEAD.

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J. Brin Ater

THE LITTLE DINER

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Erica Cannava

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Vidotech Corp
BIG BEAR BISTRO

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Thank you,

MDuHadway

MATT DuHADWAY

LIONSHEAD GENERAL STORE

Vail Town Council
75 South Frontage Road
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Thank you,

Jim Robbins
Lionshead Liquors

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Our small businesses survive on razor-thin margins and depend in part on beverage sales to sustain our operations and keep our employees on payroll. With businesses already being forced to absorb higher costs, now is not the time for an added fee on nearly every beverage we sell.

A fee would do nothing to reduce the overall use of plastic bottles. Consumers will simply buy their bottled beverages outside of Vail, and when they do they'll often take their entire grocery list with them. This will deny sales to our local Vail stores.

Bottled beverages will still be brought into Vail and consumed here. And we will still want them to be recycled here. That is why we support a real solution to keeping bottles out of our landfills and the environment, which is to make needed improvements to collection and recycling systems in our lodges, base areas and public spaces.

Not long ago, business owners in Lionshead came before this Council to ask that it reject a redevelopment that would displace long-standing local retailers and the jobs they support. Yet the Council approved it regardless. With that experience in mind, we respectfully ask each member of this Council to commit to saying they oppose a new bottle fee and to work instead on the collection and recycling improvements that would deliver real environmental benefits.

Now is not the time to raise costs on our customers and burden our local businesses. A fee like this would barely be noticed by a guest here for a long weekend. But it would be felt every week by the people who live and work here year-round. We urge you to reject this proposal.

Thank you,

Vail Town Council
75 South Frontage Road
Vail, CO 81657

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Thank you,

La Bottega / Delizio

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75 South Frontage Road
Vail, CO 81657

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Thank you,

Sandra Herrera.

Vail Town Council
75 South Frontage Road
Vail, CO 81657

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Thank you,

Fred Gohr

Vail Town Council
75 South Frontage Road
Vail, CO 81657

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75 South Frontage Road
Vail, CO 81657

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Thank you,

SHANNON LYNCH-DUHADWAY
LIONSHEAD GENERAL STORE

Vail Town Council
75 South Frontage Road
Vail, CO 81657

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Thank you,

Julian Leon
Manager RMCF
150 gore creek Road
Vail, 81657

Vail Town Council
75 South Frontage Road
Vail, CO 81657

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Thank you,

J. Mark Haynes

AGENDA ITEM NO. 4.1

Item Cover Page

VAIL TOWN COUNCIL AGENDA ITEM REPORT

DATE: October 6, 2026

SUBMITTED BY: Stephanie Bibbens, Town Manager

ITEM TYPE: Consent Agenda

AGENDA SECTION: **Consent Agenda (6:10pm)**

SUBJECT: **September 1, 2026 TC Meeting Minutes**

SUGGESTED ACTION:

ATTACHMENTS:
090126 TC Meeting Minutes.pdf

Vail Town Council Meeting Minutes
Tuesday, September 1, 2026
6:00 P.M.
Vail Town Council Chambers

The meeting of the Vail Town Council was called to order at approximately 6:00 P.M. by Mayor Davis.

Members present:	Barry Davis, Mayor Sam Biszantz Dave Chapin Kevin Foley Kim Langmaid Jonathan Staufer
Members present virtually:	Reid Phillips, Mayor Pro Tem joined meeting at timestamp 00:30:59 on the High Five evening video.
Staff members present:	Russell Forrest, Town Manager Kathleen Halloran, Deputy Town Manager Stephanie Kauffman, Town Clerk Matt Mire, Town Attorney

1. Call to Order

2. Public Participation

Public Participation began at time stamp 00:00:19 on the High Five Media evening video.

Ian Grask, Town of Vail resident, expressed his opposition to license plate cameras in town.

Maria DeSimone, an Eagle County resident, expressed her opposition to license plate cameras in town and mentioned a petition is being circulated for their removal.

3. Any action as a result of Executive Session

There was none.

4. Consent Agenda

Consent agenda began at timestamp 0:04:18 on the Hight Five evening video.

4.1 August 4, 2026 TC Meeting Minutes

4.2 August 18, 2026 TC Meeting Minutes

4.3 Resolution No. 33, Series of 2026, A Resolution of the Vail Town Council Approving a Memorandum of Understanding between the Town of Vail and Vail Health Services

Approve, approve with amendments, or deny Resolution No. 33, Series of 2026.

Background: Vail Health Services wishes to enter into a memorandum of understanding for the Town to supply diesel fuel to Vail Health Services, when available, in the case of emergency.

4.4 Resolution No. 34, Series of 2026, A Resolution of the Vail Town Council Approving an Intergovernmental Agreement between the Town of Vail and the Eagle Valley Transportation Authority d/b/a CORE Transit for Lease of Space at the Vail Transportation Center

Approve, approve with amendments, or deny Resolution No. 34, Series of 2026.

Background: Town owns, operates and maintains the Vail Transportation Center located at 241 South Frontage Road East, Vail, CO 81657 and the Eagle Valley Transportation Authority d/b/a Core Transit wishes to lease certain space within the Center to operate public transportation and provide information services concerning local and regional transportation.

4.5 Contract Award to Safebuilt for Plan Review Services

Authorize Town Manager to enter into an agreement, in a form approved by the Town Attorney, with Safebuilt for plan review services, in an amount not to exceed $150,000.00.

Background: The Town currently utilizes SAFEbuilt for contracted plan review services. This contract will provide sufficient authority to continue utilizing SAFEbuilt's plan review services while remaining within the funding previously authorized by Town Council.

4.6 Contract Award to Schofield Excavation for the Ford Park Athletic Field Lot Project

Authorize the Town Manager to enter into an agreement, in a form approved by the Town Attorney, with Schofield Excavation to complete the Ford Park Athletic Field Lot Project in the amount not to exceed $146,497.50.

Background: The existing asphalt pavement is in very poor condition and beyond the point of minor patching or resurfacing maintenance. The project will remove the existing asphalt, install new communications conduit, regrade the lot to provide positive drainage away from the new Vail Recreation District Building (VRD) and install a new asphalt surface.

Foley made a motion to approve the Consent Agenda; Staufer seconded motion passed (6-0).

5. Action Items

Discussion for the contingent police fulltime employee positions began at timestamp 00:07:15 on the High Five evening video.

5.1 Contingent Police Full Time Employee Positions

Presenter(s): Chief Ryan Kenney, Vail Police Department

Authorize the approval to increase 2026 budgeted expenditures by a total of $334,000 offset by an increase in budgeted revenues from photo enforcement and chain law programs for two additional Police Department Full Time Employees.

Background: The 2026 budget included four additional police officer positions. Although the FTE count was included in the 2026 budget, actual funding for these positions was not included and was contingent on verification of sufficient revenue from the photo enforcement system and chain law enforcement programs.

Staufer made a motion to authorize the approval to increase 2026 budgeted expenditures by a total of $334,000 offset by an increase in budgeted revenues from photo enforcement and chain law programs for two additional Police Department Full-Time Employees; Langmaid seconded motion passed (6-0).

Discussion for the first reading of Ordinance No. 12, Series of 2026 began at timestamp 00:09:31 on the High Five evening video.

5.2 Ordinance No. 12, Series 2026, First Reading, An Ordinance Amending Article 9A of Title 12 of the Vail Town Code to Add a New Requirement that a Sketch Plan be Submitted Prior to an Application for a Special Development District, and Making Other Minor Revisions to the Special Development District Application Process

Presenter(s): Matt Gennett, Director of Community Development

Approve, approve with amendments or deny Ordinance 12, Series 2026 upon first reading.

Background: Council requested staff to amend the Special Development District (SDD) process by adding a new preapplication sketch plan review step. On August 24, 2026, the Planning and Environmental Commission (PEC) forwarded a unanimous recommendation to the Vail Town Council of the prescribed regulations amendment contained in Ordinance No. 12, Series of 2026.

Staufer made a motion to approve Ordinance No. 12, Series of 2026 upon first reading with the amendment of calling for a vote with comments; Biszantz seconded motion passed (5-1 Foley opposed).

6. Public Hearings

Discussion for second reading of Ordinance No. 11, Series of 2026 began at timestamp 00:24:48 on the High Five evening video.

6.1 Ordinance No. 11, Series of 2026, Second Reading, An Ordinance Amending Section 12-3-3(A)(5) of the Vail Town Code Regarding the Stay of Applications during Appeals

Presenter(s): Matt Gennett, Community Development Director

Approve, approve with amendments, or deny Ordinance No.11, Series of 2026 upon second reading.

Background: Council has requested staff to propose a prescribed regulations amendment to Section 12-3-3(A)(5) to modify the existing language to allow applications to proceed through the development review process during an appeal.

Public comment was called. There was none.

Langmaid made a motion to approve; Staufer seconded motion passed (6-0).

Discussion for second reading of Ordinance No. 10, Series of 2026 began at timestamp 00:26:30 on the High Five evening video.

6.2 Ordinance No. 10, Series of 2026, Second Reading, An Ordinance Approving the Establishment of a Special Development District to be known as Special District No. 44, Lunar Vail Residences/Apollo Park, and Approving the Associated Development Plan

Presenter(s): Heather Knight, Planning Manager

Approve, approve with amendments, or deny Ordinance No. 10, Series of 2026 upon second reading.

Background: The applicant, Lunar Vail Land Investments, LLC, represented by Ruther Associates is requesting approval for the establishment of a new Special Development District, pursuant to Section 12-9(A), Special Development Districts, Vail Town Code, to allow for the development of a multi-family project, located at 442 South Frontage Road East/ Vail Village Filing 5, Tract D.

Public comment was called at timestamp 00:38:32 on the High Five evening video.

Public comment ended at timestamp 01:14:39 on the High Five evening video.

Chapin made a motion to approve; Biszantz seconded motion passed (4-3, Foley, Staufer, and Langmaid opposed).

There being no further business to come before the council, Foley made a motion to adjourn the meeting; Staufer seconded; meeting adjourned at 8:54pm.

Respectfully Submitted,

Attest:

_____

Barry Davis, Mayor

_____
Stephanie Kauffman, Town Clerk

AGENDA ITEM NO. 4.2

Item Cover Page

VAIL TOWN COUNCIL AGENDA ITEM REPORT

DATE: October 6, 2026

SUBMITTED BY: Stephanie Bibbens, Town Manager

ITEM TYPE: Consent Agenda

AGENDA SECTION: **Consent Agenda (6:10pm)**

SUBJECT: **September 15, 2026 TC Meeting Minutes**

SUGGESTED ACTION:

ATTACHMENTS:
091526 TC Meeting Minutes.pdf

Vail Town Council Meeting Minutes
Tuesday, September 15, 2026
6:00 P.M.
Vail Town Council Chambers

The meeting of the Vail Town Council was called to order at approximately 6:00 P.M. by Mayor Davis.

Members present:	Barry Davis, Mayor Reid Phillips, Mayor Pro Tem Sam Biszantz Kevin Foley Jonathan Staufer
Members present virtually:	Kim Langmaid
Members absent:	Dave Chapin
Staff members present:	Russell Forrest, Town Manager Kathleen Halloran, Deputy Town Manager Stephanie Kauffman, Town Clerk Matt Mire, Town Attorney

1. Call to Order

2. **Public Participation**

Public Participation began at time stamp 00:00:20 on the High Five Media evening video.

Tim McMahon, Town of Avon resident, mentioned the bear proof trash cans in Vail Village were difficult to lock and asked if there was a way to make sure they were correctly latched at night.

Stephen Connelly, Town of Vail resident, praised the town's flower crew for an exceptional job during the summer drought and asked about the possibility of maintaining the reduced watering occurring at the driving range and elsewhere. He also mentioned the reopening of Dobson and asked for a balance between events and ice time and asked what could be done to help small businesses in town. Finally, he stated he was not a fan of Flock cameras.

Joanna Kerwin, Vail Rotary representative, thanked the town for the Vail 60th party and the Vail Social and also thanked the town staff, Peter Knobel and Vail Resorts for the quick pivot on the duck race, which had to be moved out of Gore Creek and on to the plaza at Solaris.

Dani Morin, of Education Foundation of Eagle County, reminded the community of an upcoming Eagle County Schools ballot initiative.

3. Any action as a result of Executive Session

Council directed staff to pursue contracts regarding sponsorship for the Dobson Arena.

4. Consent Agenda

Consent agenda began at timestamp 0:08:40 on the Hight Five evening video.

4.1 Resolution No. 35, Series of 2026, A Resolution Approving the Operating Plan and Budget of the Vail Local Marketing District, for its Fiscal Year January 1, 2027 through December 31, 2027

Approve, approve with amendments, or deny Resolution No. 35, Series of 2026.

Background: C.R.S. §29-25-110 requires the Council's annual approval of the operating plan the Vail Local Marketing District.

Foley made a motion to approve the Consent Agenda; Staufer seconded motion passed (6-0).

5. Presentation/ Discussion

Discussion for the Automatic License Plate Recognition Camera Update began at timestamp 00:09:31 on the High Five evening video.

5.1 Automatic License Plate Recognition (Flock) Camera Update

Presenter(s): Chief Ryan Kenney, Vail Police

Information update.

Background: The Vail Police Department is providing an update to the Town Council regarding the Department's use of Automated License Plate Reader (ALPR) technology as an investigative and public-safety resource.

Public comment began at timestamp 00:30:02 on the High Five evening video.

Public comment ended at timestamp 00:41:57 on the High Five evening video.

Council asked staff to bring back more information regarding pending litigation for Automatic License Plate Recognition (Flock) Cameras in an executive session at the next meeting.

6. Action Items

Discussion for First Reading of Ordinance No. 13, Series of 2026 began at timestamp 00:48:09 on the High Five evening video.

6.1 Ordinance No. 13, Series of 2026, First Reading, An Ordinance Amending Chapter 15 of Title 7 of the Vail Town Code regarding Automated Vehicle Identification Systems

Presenter(s): Chief Ryan Kenney, Vail Police Department

Approve, approve with amendments, or deny Ordinance No. 13, Series of 2026 upon first reading.

Background: The Town of Vail adopted its current Automated Vehicle Identification System (AVIS) ordinance in 2025 to establish the framework for automated traffic enforcement within the Town. The Colorado General Assembly has since made changes to state law governing automated vehicle identification systems. As a result, amendments to the Vail Town Code are necessary to ensure the Town's ordinance remains consistent with current state requirements.

Public comment was called at 00:52:41 on the High Five evening video.

Public comment was closed at 00:57:51 on the High Five evening video.

Staufer made a motion to approve; Phillips seconded motion passed (6-0).

Discussion for the Dacra Tech LLC contract award began at timestamp 00:58:25 on the High Five evening video.

6.2 Contract Award to Dacra Tech LLC for an Updated Photo Radar Speed Enforcement Contract

Presenter(s): Chief Ryan Kenney, Vail Police Department

Authorize the Town Manager to enter into an agreement, in a form approved by the Town Attorney, with Dacra Tech LLC for an updated Photo Radar Speed Enforcement contract, in an amount not to exceed $66,000.00/month until the end of the year.

Background: The Vail Police Department is requesting approval to enter into a new contract with Dacra Tech LLC for continued automated speed enforcement. The agreement replaces the existing agreement and incorporates changes necessary to ensure the Town's automated vehicle identification system program complies with recent changes to Colorado state statute.

Public comment was called at timestamp 00:53:33 on the High Five evening video.

Public comment was closed at timestamp 01:00:23 on the High Five evening video.

Staufer made a motion to authorize the Town Manager to enter into an agreement, in a form approved by the Town Attorney, with Dacra Tech LLC for an updated Photo Radar Speed Enforcement contract, in an amount not to exceed $66,000.00/month until the end of the year; Phillips seconded motion passed (6-0).

Discussion for increasing available funding for fire free five community assistance program began at timestamp 01:03:09 on the High Five evening video.

6.3 Increasing Available Funding for Fire Free Five Community Assistance Program

Presenter(s): Paul Cada, Wildland Fire Battalion Chief

Approve, approve with amendments, or deny request to increase the 2026 RETT Budget by $30,000 to fund the remaining waitlisted projects for Fire Free Five Community Assistance Program in 2026.

Background: At the August 18th, 2026 afternoon session, Town Council was presented with an update to the current Fire Free Five Community Assistance Program including the full commitment of funds. Council directed staff to explore ways to fund additional projects in 2026. Vail Fire has identified that $30,000 would clear the existing waitlist of 2026 projects.

Staufer made a motion to approve the request to increase the 2026 RETT Budget by $30,000 to fund the remaining waitlisted projects for Fire Free Five Community Assistance Program in 2026; Foley seconded motion passed (6-0).

6.4 2026-2027 Winter Parking

The 2026/2027 Winter Parking discussion began at timestamp 01:05:38 on the High Five evening video.

Presenter(s): Stephanie Kashiwa, Parking Supervisor

Approve, approve with amendments, or deny recommendations on the 2026-2027 Winter Parking rates made by the Parking Task Force.

Background: The purpose of this item is to provide Town Council with the Parking and Mobility Task Force recommendations for Winter 2026/2027 Parking Program.

Public comment was called at timestamp 01:21:07 on the High Five evening video.

Public comment ended at timestamp 01:23:12 on the High Five evening video.

Staufer made a motion to approve the 2026/2027 parking plan and amend the start date to November 22, 2026; Foley seconded motion passed (6-0).

7. Public Hearings

Discussion for second reading of Ordinance No. 12, Series of 2026 began at timestamp 01:23:54 on the High Five evening video.

7.1 Ordinance No. 12, Series 2026, Second Reading, An Ordinance Amending Article 9A of Title 12 of the Vail Town Code to Add a New Requirement that a Sketch Plan be Submitted Prior to an Application for a Special Development District, and Making Other Minor Revisions to the Special Development District Application Process

Presenter(s): Matt Gennett, Director of Community Development

Approve, approve with amendments or deny Ordinance 12, Series 2026 upon second reading.

Background: Council requested staff to amend the Special Development District (SDD) process by adding a new preapplication sketch plan review step. On August 24, 2026, the Planning and Environmental Commission (PEC) forwarded a unanimous recommendation to the Vail Town Council of the prescribed regulations amendment contained in Ordinance No. 12, Series of 2026.

Public comment was called. There was none.

Staufer made a motion to approve; Phillips seconded motion passed (6-0).

There being no further business to come before the council, Foley made a motion to adjourn the meeting; Staufer seconded; meeting adjourned at 7:27pm.

Respectfully Submitted,

Attest:

_____
Barry Davis, Mayor

_____
Stephanie Kauffman, Town Clerk

AGENDA ITEM NO. 4.3

Item Cover Page

VAIL TOWN COUNCIL AGENDA ITEM REPORT

DATE:	October 6, 2026
SUBMITTED BY:	Robyn Smith, Housing
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**Consent Agenda (6:10pm)**
SUBJECT:	**Resolution No. 36, Series of 2026 A Resolution of the Vail Town Council Committing $3,000,000 to Habitat for Humanity Vail Valley towards the Purchase of Homes in Timber Ridge Phase II**
SUGGESTED ACTION:	Approve, approve with amendments, or deny Resolution No. 36, Series of 2026.

ATTACHMENTS:

10.06.26TC HFH Resolution Staff Report.docx
2026-36 Resolution Committing up to $3,435,919 to Habitat for Humanity Vail Valley - Timber Ridge Phase II.docx
TRV Exhibit F Ledger.xlsx

TOWN OF VAIL

Memorandum

To: Vail Town Council

From: Jason Dietz, Housing Director

Date: October 6, 2026

Subject: Resolution __, Committing Additional Funds to Habitat for Humanity Vail Valley's Timber Ridge Home Ownership Program

PURPOSE

Continuing the Town's partnership with Habitat for Humanity Vail Valley at Timber Ridge Village, staff requests a commitment of up to $3,435,919 to buy down the purchase price of five (5) four-bedroom homes for qualified buyers earning between 80% and 100% of AMI. Final amounts will be set upon Habitat's underwriting and the closing of each home.

BACKGROUND

The Town previously committed $5,000,000 to Habitat's Timber Ridge program, most recently $3,000,000 by Resolution No. 51, Series of 2025. The Town's contributions are applied towards its $25,449,948 Timber Ridge Village purchase obligation. Per the Town Attorney, no amendment to the Development Agreement is needed; the contribution is documented in the Exhibit F ledger attached to the resolution, which shows a remaining obligation of $19,014,029.

Unit	Sale price	First mortgage	Town subsidy
A401	$1,094,339	$473,500	$620,839
A200	$1,094,339	$425,000	$669,339
A301	$1,083,900	$425,500	$658,400
A201	$1,073,641	$384,800	$688,841
A100	To be determined		
Subtotal (four homes)			**$2,637,419**

The balance of the commitment is reserved for Unit A100, currently the sales office, which will be sold to a Habitat buyer at a later date.

In the buyers' words:

- *"It would allow our family to stay together in a place that had become home to us."*
- *"If it were not for this wonderful program, our family would not be able to afford a home in the valley."*
- *"Homeownership means far more than owning property. It means security and stability for my growing children."*

- *“The opportunity to purchase a home in Vail allows us to truly put down roots and raise our family in this amazing community.”*

ACTION REQUESTED

Staff requests approval of Resolution No. __, Series of 2026.

RESOLUTION NO. 36
SERIES 2026

A RESOLUTION OF THE VAIL TOWN COUNCIL COMMITTING UP TO $3,435,919 TO HABITAT FOR HUMANITY VAIL VALLEY TOWARDS THE PURCHASE OF HOMES IN TIMBER RIDGE PHASE II

WHEREAS, the availability and affordability of both rental and home ownership remains the most critical issue facing the Town and the entire Eagle River Valley;

WHEREAS, since its inception in 1995, Habitat for Humanity Vail Valley ("Habitat") has built and financed over 125 homes for families in the valley earning at or below 80% Area Median Income ("AMI");

WHEREAS, Habitat recognizes the potential of providing incremental affordable homeownership opportunities for hardworking locals beyond just building houses – by way of financing non-Habitat constructed homes with its zero percent loan program;

WHEREAS, Habitat has demonstrated its ability to bring together partnerships, collaboration and innovative thinking and sees Timber Ridge as an opportunity to serve families within the Town by continuing the zero interest loan program;

WHEREAS, Habitat is in the process of completing a 3-year, $18,000,000 investment in 46 homeownership opportunities, doubling its impact;

WHEREAS, Habitat homeowners are educators, law enforcement officers, tradespeople, as well as healthcare, grocery store and resort employees who make the Town and greater Eagle County vibrant places to live;

WHEREAS, the Town previously committed a total of $5,000,000 towards Habitat's mortgage lending program at the Timber Ridge Phase II development (the "Project"), including $3,000,000 committed by Resolution No. 51, Series of 2025, which allowed Habitat to issue zero-interest mortgages affordable to qualified buyers earning under 80% of AMI and deed restrict the homes to ensure their affordability in perpetuity;

WHEREAS, pursuant to the Second Amended and Restated Development Agreement dated July 26, 2024, as amended by the First Amendment dated December 5, 2024, and the Second Amendment approved by Resolution No. 55, Series of 2025 (collectively, the "Development Agreement"), the Town agreed to purchase at least $25,449,948 worth of Units within the Project, which amount is $22,449,948 so long as the Town contributes $3,000,000 to Habitat and Habitat closes on the Units for which such contribution was provided;

WHEREAS, the Town wishes to commit up to an additional $3,435,919 to Habitat to subsidize the purchase price of five (5) four-bedroom homes in the Project, identified as Units A100, A200, A201, A301 and A401, so that the homes are affordable to qualified buyers earning between 80% and 100% of AMI, with the final amount of the subsidy for each home to be determined upon completion of Habitat's underwriting and the closing

of each home; and

WHEREAS, the Town's contributions to Habitat are applied towards the Town's Unit purchase obligation under the Development Agreement, and the Town Council wishes to document the additional contribution and its application in the Exhibit F ledger to the Development Agreement, attached hereto as Exhibit A and incorporated herein by this reference (the "Exhibit F Ledger").

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF VAIL:

Section 1. The Town Council hereby commits up to $3,435,919 to Habitat to subsidize the purchase price of five (5) four-bedroom homes at Timber Ridge Phase II, identified as Units A100, A200, A201, A301 and A401, for qualified buyers earning between 80% and 100% of AMI. The final amount of the Town's contribution for each home shall be determined upon completion of Habitat's underwriting and the closing of each home.

Section 2. The Town's contribution under Section 1 hereof shall be applied towards the Town's Unit purchase obligation under the Development Agreement, as reflected in the Exhibit F Ledger attached hereto as Exhibit A, which the Town Council hereby acknowledges and approves as the record of the Town's investment in the Project. The Town Manager is authorized to update the Exhibit F Ledger to reflect the final amount of the Town's contribution upon the closing of each home.

Section 3. This Resolution shall take effect immediately upon its passage.

INTRODUCED, READ, APPROVED AND ADOPTED this 6th day of October, 2026.

_____
Barry Davis, Mayor

ATTEST:

_____
Stephanie Kauffman, Town Clerk

EXHIBIT A

Timber Ridge Village Development Agreement Ledger (Exhibit F)

[Attach Exhibit F Ledger dated October 1, 2026]

Timber Ridge Village Development Agreement Ledger **Exhibit F**

10/1/2026

Identification of Town of Vail Units

Development Agreement Town of Vail Unit Purchase Amount	$	25,449,948
Adjustment for Additional HFHVV Contribution by Second Amendment	$	3,000,000
Adjustment for Additional HFHVV 4-bedroom Contribution	$	3,435,919
Adjusted Town of Vail Unit Purchase Amount	$	19,014,029

Units Selected by the Town for Purchase

Unit	Unit Type	Target Closing Date		Purchase Price
2nd Amendment Units Selected and Closed				
A104	Studio	2/13/2026	$	408,102
A204	Studio (Staged Unt)	7/31/2026	$	416,264
A205	Studio	2/13/2026	$	406,062
A305	Studio	2/13/2026	$	408,102
A405	Studio	2/13/2026	$	412,183
Total Value of Selected Units in Amendment 2			$	2,050,713
Additional Units to be closed				
A110	1BR/1BA w/ Lot	5/22/2026	$	493,601
F102	Studio w/ Garage	5/22/2026	$	404,021
F103	Studio w/ LRL Parking	5/22/2026	$	363,413
F110	2BR/2BA w/ Garage	5/22/2026	$	732,141
F202	Studio w/ LRL Parking	5/22/2026	$	402,183
F203	Studio w/ LRLParking	5/22/2026	$	369,535
F208	Studio w/ LRLParking	5/22/2026	$	402,183
F302	Studio w/ LRLParking	5/22/2026	$	406,234
F303	Studio w/ LRLParking	5/22/2026	$	385,859
F308	Studio w/ LRLParking	5/22/2026	$	406,264
F309	Studio w/ LRLParking	5/22/2026	$	385,859
F403	Studio w/ Lot	5/22/2026	$	408,102
F409	Studio w/ Lot	5/22/2026	$	408,102
F501	3BR/2BA w/ Garage	5/22/2026	$	930,482
B102	Studio w/ Lot	9/1/2026	$	412,183
B103	Studio w/ Garage	9/1/2026	$	424,940
B106	3BR/2BA w/ Garage	9/1/2026	$	927,031
B108	Studio w/ Lot	9/1/2026	$	412,183
B019	Studio w/ Lot	9/1/2026	$	399,940
B200	3BD/3BA w/ Garage	9/1/2026	$	944,893
B202	Studio w/ Lot	9/1/2026	$	416,264
B208	Studio w/ Lot	9/1/2026	$	416,264
B302	Studio w/ Lot	9/1/2026	$	420,345
B303	Studio w/ Lot	9/1/2026	$	408,102
B309	Studio w/ Lot	9/1/2026	$	408,102
B403	Studio w/ Lot	9/1/2026	$	412,183
E402	3BR w/ Garage	9/15/2026	$	917,100
E404	2BR w/ Lot	9/15/2026	$	685,926
E405	2BR w/ Lot	9/15/2026	$	685,926
G303	1BR/1BA w/ Garage	10/1/2026	$	508,826

G103	1BR/1BA w/ Lot	10/1/2026	$	469,164
C306	Studio w/ Lot	12/23/2026	$	408,102
C104	1BR w/ Lot	12/23/2026	$	474,052

Total Value of Selected Units	$	16,649,505
Value of Remaining Units to be Selected	$	313,811

Timber Ridge Village Development Agreement

Exhibit I

$ 46,296.00

Allocation of Town of Vail's $ for HFHVV Units and Closing Deadline in Amendment 2

Unit	Unit Type	Target Closing Date	Closing Deadline	Purchase Price	Approximate Share of TOV Funds
A203	2BD/2BA	1/26/2026	2/24/2026	$ 703,605	$ 350,000.00
A207	2BD/2BA	1/26/2026	2/24/2026	$ 703,605	$ 350,000.00
F106	2BD/2BA	4/1/2026	4/30/2026	$ 707,141	$ 350,000.00
F206	2BD/2BA	4/1/2026	4/30/2026	$ 714,212	$ 350,000.00
F107	2BD/2BA	4/26/2026	5/25/2026	$ 647,034	$ 350,000.00
F201	3BD/2BA	4/26/2026	5/25/2026	$ 838,574	$ 350,000.00
F207	2BD/2BA	4/26/2026	5/25/2026	$ 657,641	$ 350,000.00
F211	3BD/2BA	4/26/2026	5/25/2026	$ 838,574	$ 350,000.00
F301	3BD/2BA	4/26/2026	5/25/2026	$ 874,258	$ 200,000.00
Total Value of HFHVV Units in 2nd Amendment				$ 6,684,644	$ 3,000,000

Allocation of Town of Vail's $ for HFHVV Units and Closing Deadline in Amendment 3

Unit	Unit Type	Target Closing Date	Closing Deadline	Purchase Price	Approximate Share of TOV Funds**	Current Estimat
A100	4BR/2BA*	1/31/2027	2/28/2027	$ 1,043,900	$ 750,000.00	$ 750,000.00
A200	4BR/2BA*	6/26/2026	7/10/2026	$ 1,054,339	$ 750,000.00	$ 669,339.00
A201	4BR/2BA*	6/26/2026	7/10/2026	$ 1,033,461	$ 750,000.00	$ 688,841.00
A301	4BR/2BA	6/26/2026	7/10/2026	$ 1,043,900	$ 750,000.00	$ 669,339.00
A401	4BR/2BA	6/26/2026	7/10/2026	$ 1,054,339	$ 750,000.00	$ 658,400.00
Total Value of HFHVV Units in 3rd Amendment				$ 5,229,939	$ 3,750,000	$ 3,435,919

* Included in the Unit Selected by TOV in Amendment 1 for their own account now intended for HFHVV

** Total amount of subsidy will be determine by HFHVV upon selection an qualification of buyers.

Note: The anticipated closing schedule for Habitat buyers could be subject to change based upon changes in HFHVV's closing plan for their buyers. Use of TOV funds may be reallocated to different units within the above overall Closing Deadline.

e

Need this for Sales Office

A401	A200	A301	A201
$1,094,339	$1,094,339	$1,083,900	$1,073,641
$473,500	$425,000	$425,500	$384,800
$620,839	$669,339	$658,400	$688,841

AGENDA ITEM NO. 4.4

Item Cover Page

VAIL TOWN COUNCIL AGENDA ITEM REPORT

DATE:	October 6, 2026
SUBMITTED BY:	Stephanie Bibbens, Town Manager
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**Consent Agenda (6:10pm)**
SUBJECT:	**Resolution No. 37, Series of 2026 A Resolution Approving a Grant Agreement between the Town of Vail and the Colorado Department of Transportation ("CDOT") to Facilitate the Expansion of Public Transportation Facilities by the Purchase of a Battery Powered Electric Bus**
SUGGESTED ACTION:	Approve, approve with amendments, or deny Resolution No. 37, Series of 2026.

ATTACHMENTS:
Resolution 37, 2026 CDOT Grant Agmt.docx
Envelope_Created_CDOT-Town_of_Vail_CTE_â€“_Vai.pdf

RESOLUTION NO. 37

Series of 2026

A RESOLUTION APPROVING A GRANT AGREEMENT BETWEEN THE TOWN OF VAIL AND THE COLORADO DEPARTMENT OF TRANSPORTATION ("CDOT") TO FACILITATE THE EXPANSION OF PUBLIC TRANSPORTATION FACILITIES BY THE PURCHASE OF A BATTERY POWERED ELECTRIC BUS

WHEREAS, the Town and CDOT wish to enter into an agreement, in the form attached hereto as **Exhibit A** and incorporated herein by this reference (the "Grant Agreement"), to provide funding to the Town for the purchase of an electric bus.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF VAIL, COLORADO THAT:

Section 1. The Town Council hereby approves the Grant Agreement in substantially the same form as attached hereto as **Exhibit A,** and in a form approved by the Town Attorney, and authorizes the Town Manager to execute the Grant Agreement on behalf of the Town

Section 2. This Resolution shall take effect immediately upon its passage.

INTRODUCED, PASSED AND ADOPTED at a regular meeting of the Town of Vail Town Council held this 6th day of October 2026.

_____
Barry Davis, Mayor

ATTEST:

_____
Stephanie Kauffman, Town Clerk

Docusign Envelope ID: 12A8AF29-E972-8F57-8106-06C71BDA49E5

State of Colorado Grant Agreement

Cover Page

State Agency

Clean Transit Enterprise

Grantee

Town of Vail

Agreement Maximum Amount

Initial Term

State CTE Funds (at 80% or less) $1,254,076.00

Local Funds (at 20% or more) $313,519.00

Agreement Total $1,254,076.00

Agreement Number

Routing #: 27-HTR-ZL-00064

PO #: 491004306

Agreement Performance Beginning Date

The Effective Date

Initial Agreement Expiration Date

March 31, 2028

Fund Expenditure End Date

March 31, 2028

Agreement Authority -

Authority to enter into this Agreement Exists in CRS §§43-1-106, 43-1-110, 43-1-701, 43-1-702, 43-4-1203, 24-1-105, and 24-77-108.

Agreement Purpose

The purpose of this Agreement is to provide funding for the Town of Vail to facilitate the expansion of public transportation services and to support the goals of the CTE 10 Year Plan and Statewide Transit Plan.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Statement of Work.
2. Exhibit B, Sample Option Letter.
3. Exhibit C, PII Certification

In the event of a conflict of inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Colorado Special Provisions in §18 of the main body of this Agreement.
2. The provisions of the other sections of the main body of this Agreement.
3. Exhibit A, Statement of Work.
4. Exhibit C, PII Certification
5. Exhibit B, Sample Option Letter.

Docusign Envelope ID: 12A8AF29-E972-8F57-8106-06C71BDA49E5

Principal Representatives

For the State:
Erin Kelican
Clean Transit Enterprise
Colorado Department of Transportation
2829 W. Howard Place
Denver, CO 80204
Erin.kelican@state.co.us

For Grantee:
Chris Southwick
Town of Vail
75 South Frontage Road
Vail, CO 81657
csouthwick@vail.gov

Docusign Envelope ID: 12A8AF29-E972-8F57-8106-06C71BDA49E5

Signature Page

The Parties hereto have executed this agreement

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

GRANTEE
Town of Vail

By: _____
Russell Forrest,
Town Manager

Date: _____

GRANTEE
Town of Vail

By: _____
Stephanie Kauffman,
Town Clerk

Date: _____

STATE OF COLORADO
Jared S. Polis, GOVERNOR
Department of Transportation
Clean Transit Enterprise

By:_____
Craig Secrest, Program Administrator

Date:_____

In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____
Department of Transportation

Effective Date:_____

Docusign Envelope ID: 12A8AF29-E972-8F57-8106-06C71BDA49E5

1. Parties

This Agreement is entered into by and between Grantee named on the Cover Page for this Agreement (the "Grantee"), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Agreement (the "State"). Grantee and the State agree to the terms and conditions in this Agreement.

2. Term and Effective Date

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date, except as described in §5.D, or after the Fund Expenditure End Date.

B. Initial Term

The Parties' respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - State's Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in this Agreement (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to Sample Option Letter attached to this Agreement.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee as provided in §14, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for breach by Grantee, which shall be governed by 12.A.i.

Docusign Envelope ID: 12A8AF29-E972-8F57-8106-06C71BDA49E5

i. Method and Content

The State shall notify Grantee of such termination in accordance with §14. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to the rights and obligations set forth in §12.A.i.a12.A.i.a.

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Grantee for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

F. Grantee's Termination Under Federal Requirements

Grantee may request termination of this Grant by sending notice to the State which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. Definitions

The following terms shall be construed and interpreted as follows:

A. **"Agreement"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

B. **RESERVED**

C. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

D. **"Budget"** means the budget for the Work described in Exhibit A.

Docusign Envelope ID: 12A8AF29-E972-8F57-8106-06C71BDA49E5

E. **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.

F. **RESERVED**

G. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1, et seq., C.R.S.

H. **"Cost Sharing"** means a portion of project costs not paid under this Subaward. This includes match which refers to required levels of cost share that must be provided (2 CFR 200.306).

I. **"Effective Date"** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature for this Agreement.

J. **"End of Term Extension"** means the time period defined in §2.D2.D.

K. **"Exhibits"** means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.

L. **"Extension Term"** means the time period defined in §2.C.

M. **RESERVED**

N. **RESERVED**

O. **"Goods"** means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

P. **"Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.

Q. **"Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, et seq. C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

R. **"Initial Term"** means the time period defined in §2.B2.B.

S. **"Party"** means the State or Grantee, and "Parties" means both the State and Grantee.

T. **RESERVED**

U. **"PII"** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.

V. **RESERVED**

Docusign Envelope ID: 12A8AF29-E972-8F57-8106-06C71BDA49E5

W. **RESERVED**

X. **"Services"** means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.

Y. **"State Confidential Information"** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

Z. **"State Fiscal Rules"** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

AA. **"State Fiscal Year"** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

BB. **"State Records"** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

CC. **"Subcontractor"** means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees of grant funds.

DD. RESERVED

EE. **RESERVED**

FF. **"Uniform Guidance"** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to the Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal award specifically indicate otherwise.

GG. "Work" means the Goods delivered and Services performed pursuant to this Agreement.

HH. **"Work Product"** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

Docusign Envelope ID: 12A8AF29-E972-8F57-8106-06C71BDA49E5

4. Statement of Work

Grantee shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

5. Payments to Grantee

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Agreement Maximum shown on the Cover Page of this Agreement.

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in Exhibit A.

b. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State.

c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Grantee shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Agreement.

ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Grantee shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this

Docusign Envelope ID: 12A8AF29-E972-8F57-8106-06C71BDA49E5

subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §2.E.

v. RESERVED

C. Matching Funds

Grantee shall provide Matching Funds as provided in §5.A and Exhibit A. Grantee shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" in Exhibit A has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Reimbursement of Grantee Costs

Only with prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in Exhibit A and §5.A for all allowable costs described in this Grant and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Agreement or the maximum amount for any state fiscal year, and the change does not modify any requirements of

Docusign Envelope ID: 12A8AF29-E972-8F57-8106-06C71BDA49E5

the Work. The State shall reimburse Grantee for the federal share of properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and Exhibit A. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. Grantee's costs for Work performed after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:

i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and

ii. Equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out

Grantee shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within one year and 90 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

6. Reporting - Notification

A. Quarterly Reports

In addition to any reports required pursuant to §16 or pursuant to any other Exhibit, for any Agreement having a term longer than three months, Grantee shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within ten days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page for this Agreement.

C. Performance and Final Status

Docusign Envelope ID: 12A8AF29-E972-8F57-8106-06C71BDA49E5

Grantee shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

D. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State and all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. Grantee Records

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State. A cognizant agency for audit, oversight or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by that governmental entity. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term

Docusign Envelope ID: 12A8AF29-E972-8F57-8106-06C71BDA49E5

of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

D. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee or a third party.

8. Confidential Information – State Records

A. Confidentiality

Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in writing by the State. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State's Principal Representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

Docusign Envelope ID: 12A8AF29-E972-8F57-8106-06C71BDA49E5

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish that none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable costs thereof.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 et seq., C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as Exhibit C on an annual basis Contractor's duty and obligation to certify as set forth in Exhibit C shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

9. Conflict of Interest

A. Actual Conflicts of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

Docusign Envelope ID: 12A8AF29-E972-8F57-8106-06C71BDA49E5

B. Apparent Conflicts of Interest

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

D. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Agreement.

10. Insurance

Grantee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

i. $1,000,000 each occurrence;

ii. $1,000,000 general aggregate;

iii. $1,000,000 products and completed operations aggregate; and

iv. $50,000 any one fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

D. Cyber/Network Security and Privacy Liability

Docusign Envelope ID: 12A8AF29-E972-8F57-8106-06C71BDA49E5

Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation, or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $2,000,000 general aggregate.

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

G. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Grantee and Subcontractors.

H. Primacy of Coverage

Coverage required of Grantee and each Subcontractor shall be primary and noncontributory over any insurance or self-insurance program carried by Grantee or the State.

I. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with §14 within seven days of Grantee's receipt of such notice.

J. Subrogation Waiver

All commercial insurance policies secured or maintained by Grantee or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

K. Public Entities

Docusign Envelope ID: 12A8AF29-E972-8F57-8106-06C71BDA49E5

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §§24-10-101, et seq., C.R.S. (the "GIA"), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subcontractor maintain at all times during the terms of this Grantee, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

L. Certificates

For each commercial insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee's insurance coverage required in this Agreement within seven Business Days following the Effective Date. Grantee shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within seven Business Days following the Effective Date, except that, if Grantee's subcontract is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven Business Days following Grantee's execution of the subcontract. No later than 15 days before the expiration date of Grantee's or any Subcontractor's coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Grantee shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. Breach of Agreement

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. Remedies

A. State's Remedies

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

Docusign Envelope ID: 12A8AF29-E972-8F57-8106-06C71BDA49E5

i. Termination for Breach

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under §2.E.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Docusign Envelope ID: 12A8AF29-E972-8F57-8106-06C71BDA49E5

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Grantee's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State (i) secure that right to use such Work for the State and Grantee; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

f. Collection of Unallowable Costs (2CFR 200.410)

Payments made for costs determined to be unallowable by either the awarding Federal agency, cognizant agency for indirect costs, or pass-through entity must be refunded with interest to the Federal Government. Unless directed by Federal statute or regulation, repayments must be made in accordance with the instructions provided by the Federal agency or pass-through entity that made the allowability determination. See §§ 200.300 through 200.309, and §200.346.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

Docusign Envelope ID: 12A8AF29-E972-8F57-8106-06C71BDA49E5

13. Dispute Resolution

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Grantee for resolution.

B. Resolution of Controversies

If the initial resolution described in §13.A13.A fails to resolve the dispute within ten Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-101-301(30), C.R.S. for resolution following the same resolution of controversies process as described in §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S. (the "Resolution Statutes"), except that if Grantee wishes to challenge any decision rendered by the Procurement Official, Grantee's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

14. Notices and Representatives

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth below or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. Rights in Work Product and Other Information

A. Work Product

i. RESERVED

ii. RESERVED

Docusign Envelope ID: 12A8AF29-E972-8F57-8106-06C71BDA49E5

iii. RESERVED

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Grantee's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Grantee

Grantee retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Grantee under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. Statewide Contract Management System

If the maximum amount payable to Grantee under this Agreement is $100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Grantee agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of Agreement performance information in the State's Agreement management system ("Contract Management System" or "CMS"). Grantee's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

17. General Provisions

A. Assignment

Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontracts

Grantee shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy

Docusign Envelope ID: 12A8AF29-E972-8F57-8106-06C71BDA49E5

of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

C. Binding Effect

Except as otherwise provided in §17.A, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under

Docusign Envelope ID: 12A8AF29-E972-8F57-8106-06C71BDA49E5

this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

L. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

M. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), et seq., C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in § 17.A, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

P. Waiver

Docusign Envelope ID: 12A8AF29-E972-8F57-8106-06C71BDA49E5

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations

Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

T. RESERVED

U. Accessibility

i. Grantee shall comply with the *Accessibility Standards for Individuals with a Disability,* as adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S.

ii. The State may require Grantee's compliance with the *Accessibility Standards for Individuals with a Disability* adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S. is determined and tested by a qualified third party selected by the State. The State may ask the Grantee to review the selection of the third party. Grantee shall be responsible for all costs associated with the third-party vendor's assessment. If Grantee is not in compliance as determined by the third-party vendor, at the State's request and at the State's direction, Grantee shall promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State.

18. Colorado Special Provisions (Colorado Fiscal Rule 3-3)

These Special Provisions apply to all agreements except where noted in italics.

A. **Statutory Approvals. §24-30-202(1), C.R.S.**

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

Docusign Envelope ID: 12A8AF29-E972-8F57-8106-06C71BDA49E5

B. **Fund Availability. §24-30-202(5.5), C.R.S.**

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. **Governmental Immunity.**

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. **Independent Contractor.**

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. **Compliance with Law.**

Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. **Choice of Law, Jurisdiction, and Venue.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. **Prohibited Terms.**

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any

Docusign Envelope ID: 12A8AF29-E972-8F57-8106-06C71BDA49E5

way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109, C.R.S.

H. **Software Piracy Provisions.**

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. **Employee Financial Interest/Conflict of Interest §§24-18-201 and 24-50-507, C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

J. **Vendor Offset and Erroneous Payments §§24-30-202(1) and 24-30-202.4, C.R.S.**

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, et seq., C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

Docusign Envelope ID: 12A8AF29-E972-8F57-8106-06C71BDA49E5

Exhibit A, Statement of Work and Conditions

Project Description	2026-CTE: One (1) 40' Electric Bus for Expansion		
Project/Period of Performance Start Date		The Effective Date	
Project/Period of Performance End Date		March 31, 2028	
Grantee	Vail, Town of	**UEID #**	R17RS3JCQZ68
Contact Name	Chris Southwick	**Vendor #**	2000003
Address	75 South Frontage Road Vail, CO 81657-5096	**Phone #**	(970) 479-2159
Email	csouthwick@vail.gov	**Indirect Rate**	N/A
WBS*	27540.10.50	**ALI**	11.13.01
Total Project Budget			**$1,567,595.00**
State CTE - RDF Funds (at 80% or less)			$1,254,076.00
Local Funds (at 20% or more)			$313,519.00
Total Project Amount Encumbered via this Grant Agreement			**$1,254,076.00**

*The WBS numbers may be replaced without changing the amount of the grant at CTE's discretion.

A. Project Description

Town of Vail shall use CTE - RDF capital funds, along with local matching funds, to complete the 2026-CTE: One (1) 40' Electric Bus for Expansion project as more fully described below. The project will support the goals of the CTE 10 Year Plan and the Statewide Transit Plan.

Town of Vail shall use capital funds to purchase the following vehicle(s):

ALI	QTY	Fuel Type	Description	ADA Compliance	CTE - RDF Amount
11.13.01	1	Battery-Electric	Buy Expansions - Capital Bus STD 40 FT	ADA Compliant	$1,254,076.00

B. Performance Standards

1. Project Milestones

Milestone Description	Original Estimated Completion Date
Submit Procurement Concurrence Request (PCR) in COTRAMS for Project Manager Approval	**11/2/2026**
Submit Purchase Authorization (PA) and solicitation docs in COTRAMS for Project Manager Approval	**12/14/2026**
PO/NTP Issued to Selected Vendor	**1/4/2027**

Docusign Envelope ID: 12A8AF29-E972-8F57-8106-06C71BDA49E5

Take Delivery of (First) Vehicle/Equipment/Project Property	**1/14/2028**
Take Delivery of and Accept All Vehicles/Equipment/Project Property	**1/31/2028**
Submit Reimbursement Request in COTRAMS	**3/31/2028**

IMPORTANT NOTE: All milestones in this Statement of Work (except for the final reimbursement request) must be completed no later than the expiration date of this Grant Agreement: **March 31, 2028**.

2. Town of Vail shall attend a Post-award Kick-off Meeting with CTE staff. The CTE Project Manager will schedule the Post-award Kick-off Meeting to be held no later than thirty (30) calendar days after the Effective Date of this Subaward Agreement. The Post-award Kick-off Meeting will include, at a minimum, the following:

    a. Review of this Grant Agreement, including project milestones and performance standards;
    b. Discussion of anticipated procurement(s), including required clauses and certifications; and
    c. Discussion of relevant requirements, including, but not limited to, Americans with Disabilities Act (ADA), Title VI, and Disadvantaged Business Enterprise.

3. Town of Vail shall use the Capital Asset(s) purchased in its transit operations and shall perform regularly recurring maintenance with specific performance measures tied to Town of Vail's written maintenance plans, including manufacturer's recommendations and warranty program(s). Town of Vail will measure whether this project is successful and improves the efficiency, effectiveness, and safety of transportation.

4. Performance will be monitored throughout the duration of this Grant Agreement. Town of Vail shall report to the CTE Project Manager whenever one or more of the following occurs:

    a. Budget, schedule, or scope changes;
    b. Scheduled milestones or completion dates are not met;
    c. Identification of problem areas and how the problems will be resolved; and/or
    d. Expected impacts and the efforts to recover from delays.

5. Town of Vail shall submit all required reimbursements and project documents, including the assignment of "Colorado Department of Transportation" as the lienholder on the Capital Asset(s), as a condition of project closeout.

C. Project Budget

1. The Total Project Budget is $1,567,595.00. CTE will pay no more than 80% of the eligible, actual project costs, up to the maximum amount of $1,254,076.00. CTE will retain any remaining balance of the state share of CTE - RDF Funds. Town of Vail shall be solely responsible for all costs incurred in the project in excess of the amount paid by CTE from CTE - RDF Funds for the state share of eligible, actual costs. For CTE accounting purposes, the CTE - RDF Funds of $1,254,076.00 (80%) will be encumbered for this Grant Agreement.

2. No refund or reduction of the amount of Town of Vail's share to be provided for the project will be allowed unless there is at the same time a refund or reduction of the state share of a proportionate amount.

3. Town of Vail may use eligible federal or state funds for the Local Funds share. Town of Vail's share, together with the State CTE - RDF Funds share, shall be enough to ensure payment of the Total Project Budget.

Docusign Envelope ID: 12A8AF29-E972-8F57-8106-06C71BDA49E5

4. Per the terms of this Grant Agreement, CTE will have no obligation to provide state funds for use on this project. CTE will administer CTE - RDF funds for this project under the terms of this Grant Agreement, provided that the state share of CTE - RDF funds to be administered by CTE are made available and remain available. Town of Vail shall initiate and prosecute to completion all actions necessary to enable Town of Vail to provide its share of the Total Project Budget at or prior to the time that such funds are needed to meet the Total Project Budget.

D. Procurement

Procurement of the Capital Asset(s) by Town of Vail shall comply with state procurement procedures, the DTR Quick Procurement Guide, and 2 CFR 200.320. In addition to the state requirements outlined below, state and federal procedures (where applicable) for purchase of the Capital Asset(s) shall be followed and outlined prior to procurement.

1. The first step in the procurement process shall be to obtain an Independent Cost Estimate (ICE) *for each procurement to be undertaken in this project*.

2. The second step, *and prior to soliciting a vendor,* shall be to obtain Procurement Concurrence Request (PCR) approval from the CTE Project Manager through COTRAMS *for each procurement to be undertaken in this project*. The request for PCR approval shall include a copy of the proposed solicitation documents and the ICE.

3. The third step, *and prior to entering into a purchasing agreement or contract with the selected vendor*, shall be to obtain Purchase Authorization (PA) approval from the CTE Project Manager through COTRAMS *for each procurement to be undertaken in this project*. The request for PA approval shall include a copy of the final solicitation documents (e.g. documented quote, quick bid, response(s) to RFP/IFB).

4. Upon delivery, Town of Vail shall be responsible for having the Capital Asset(s) inspected and accepted within **fifteen (15) calendar days of delivery**. If defects prevent acceptance of the Capital Asset(s), Town of Vail will contact the vendor to resolve any defects and notify CTE.

5. Town of Vail shall be responsible for reimbursing the selected vendor within **forty-five (45) calendar days after acceptance** of the Capital Asset(s).

E. Allowable Costs

Town of Vail shall agree to adhere to the provisions for allowable and unallowable costs cited in the following regulations: 2 CFR 200.420 through 200.476 and 2 CFR 200.102. Other applicable requirements for cost allowability not cited previously shall also be considered.

F. Reimbursement Eligibility

Requests for reimbursement for eligible project costs will be paid to Town of Vail upon submission of a complete reimbursement packet in COTRAMS for those eligible costs incurred within the period of performance of this Grant Agreement.

Accepted reimbursement packets shall include the following completed documents:

- Invoice
- Proof of Payment

Docusign Envelope ID: 12A8AF29-E972-8F57-8106-06C71BDA49E5

- Independent Cost Estimate (ICE)
- Procurement Concurrence Request (PCR)
- Purchase Authorization (PA)
- Signed Notice of Acceptance (NA)
- Signed Security Agreement (SA)
- Application for Title showing "Colorado Department of Transportation" as the lienholder
- Post Delivery Certifications

Town of Vail shall submit the final request for reimbursement within forty-five (45) calendar days of acceptance of the Capital Asset(s) and submit a Grant Closeout and Liquidation (GCL) Form in COTRAMS within fifteen (15) calendar days of receipt of the final reimbursement payment from CTE.

G. State Interest-Service Life

The useful life of rolling stock begins on the date the vehicle is placed in revenue service and continues until it is removed from revenue service. The useful life in years refers to total time in transit revenue service, not time spent stockpiled or otherwise unavailable for regular transit use. The useful life in miles refers to total miles in transit revenue service. Non-revenue miles and periods of extended removal from service do not count towards useful life. Changes in operating circumstances, including unforeseen difficulty maintaining vehicles, higher cost of fuel, and changes in local law limiting where vehicles can be operated are not exemptions from useful life requirements.

Minimum useful life is the minimum number of years or miles, whichever comes first, that must be accumulated in revenue service before the Capital Asset(s) can be disposed of, in accordance with CDOT DTR's State Management Plan.

CDOT maintains CTE's share of the state interest of the Capital Asset(s) both before the minimum useful life has been met and for a fair market value greater than $5,000 after the minimum useful life has been met, per the provisions of CDOT DTR's State Management Plan. State interest in the Capital Asset(s) is maintained until the Capital Asset(s) is permanently removed from revenue service and/or disposed of.

Town of Vail shall not dispose of or otherwise release the Capital Asset(s) to any other party while there is state interest in the Capital Asset(s) without prior approval from the CTE Project Manager. Town of Vail is responsible for making the request to the CTE Project Manager in a timely manner, providing appropriate documentation, if indicated, when a lien release is being requested to allow CDOT to process the disposition and the release of any lien(s).

CDOT and Town of Vail will work in conjunction with Department of Revenue to ensure any lien(s) is released according to state rules.

H. Training

To enhance transit safety, Town of Vail and subgrantees and contractors shall make a good faith effort to ensure that appropriate training of agency and contracted personnel is occurring and that personnel are up

Docusign Envelope ID: 12A8AF29-E972-8F57-8106-06C71BDA49E5

to date on appropriate certifications. In particular, Town of Vail shall ensure that driving personnel are provided professional training in defensive driving and training on the handling of mobility devices and transporting older adults and individuals with disabilities.

I. Safety Data

Town of Vail and any subgrantees and contractors shall maintain and submit, as requested, data related to transit asset safety. This may include, but not be limited to, the number of vehicle accidents within certain measurement parameters set forth by CTE, the number and extent of passenger injuries or claims, and the number and extent of employee accidents, injuries and incidents.

J. Restrictions on Lobbying

Town of Vail is certifying that it complies with 2 CFR 200.450 by entering into this Grant Agreement.

K. Special Conditions

1. Town of Vail shall comply with all requirements imposed by CTE on Town of Vail so that the CTE award is used in accordance with state statutes, regulations, CTE rules, and the terms and conditions of the CTE award.

2. Town of Vail shall permit CTE and their auditors to have access to Town of Vail's records and financial statements as necessary, with reasonable advance notice.

3. Except as provided in this Grant Agreement, Town of Vail shall not be reimbursed for any purchase, issued purchase order, or leased capital equipment prior to the execution of this Grant Agreement.

4. Town of Vail shall document any loss, damage, or theft of CTE-funded property, equipment, or rolling stock in COTRAMS.

5. Town of Vail shall ensure that it does not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability in accordance with Title VI of the Civil Rights Act of 1964.

6. Town of Vail shall provide transportation services to persons with disabilities, in accordance with Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.

7. Town of Vail shall agree to maintain documentation that supports compliance with the Americans with Disabilities Act (ADA) and produce said documentation to CTE upon request.

8. Town of Vail shall develop and maintain an ADA Program in accordance with 28 CFR Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services, FTA Circular 4710.1, and any additional requirements established by CTE for transit grant subrecipients.

Docusign Envelope ID: 12A8AF29-E972-8F57-8106-06C71BDA49E5

Exhibit B, Sample Option Letter

State Agency

Clean Transit Enterprise

Grantee

Town of Vail

Grantee UEI

[Insert Grantee UEI]

Current Agreement Maximum Amount

Initial Term

State Fiscal Year [20XX] [$0.00]

Extension Terms

State Fiscal Year [20XX] [$0.00]
State Fiscal Year [20XX] [$0.00]
State Fiscal Year [20XX] [$0.00]
State Fiscal Year [20XX] [$0.00]

Total for All State Fiscal Years [$0.00]

Option Letter Number

[Insert the Option Number (e.g. "1" for the first option)]

Original Agreement Number

[Insert CMS number or Other Agreement Number of the Original Agreement]

Option Agreement Number

[Insert CMS number or Other Agreement Number of this Option]

Agreement Performance Beginning Date

[Month Day, Year]

Current Agreement Expiration Date

[Month Day, Year]

Options:

A. Option to extend for an Extension Term

Required Provisions:

1. For use with Option 1(A): In accordance with Section(s) [Number] of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning [Insert start date] and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.

Docusign Envelope ID: 12A8AF29-E972-8F57-8106-06C71BDA49E5

Option Effective Date:

The effective date of this Option Letter is upon approval of the State Controller or [Enter date], whichever is later.

STATE OF COLORADO

Jared S. Polis, Governor

Department of Transportation

Shoshana M. Lew, Executive Director

_____

By: [Name & Title of Person Signing for Agency or IHE]

Date: _____

In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By:_____

Department of Transportation

Option Effective Date:_____

Docusign Envelope ID: 12A8AF29-E972-8F57-8106-06C71BDA49E5

Exhibit C-PII Certification

State of Colorado

Third Party Entity/Organization Certification for Access TO PII through a Database or Automated Network

Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

AGENDA ITEM NO. 5.1

Item Cover Page

VAIL TOWN COUNCIL AGENDA ITEM REPORT

DATE:	October 6, 2026
TIME:	10 min.
SUBMITTED BY:	Heather Knight, Community Development
ITEM TYPE:	Action Items
AGENDA SECTION:	**Action Items (6:15pm)**
SUBJECT:	**Permission to Proceed Barrio Social (6:15pm)**
SUGGESTED ACTION:	Approve, approve with amendments, or deny Permission to Proceed application.
PRESENTER(S):	Heather Knight, Planning Manager

ATTACHMENTS:
Barrio Social Patio Staff Memo.pdf
Attachment A. Barrio Social Applicant Narrative.pdf
Attachment B. PAA - Barrio Social Patio - Plan Set.pdf
Attachment C. Barrio Social HOA Approval.pdf

TOWN OF VAIL

Memorandum

TO: Vail Town Council

FROM: Community Development Department

DATE: October 6, 2026

SUBJECT: Barrio Social Permission to Proceed

I. DESCRIPTION OF REQUEST

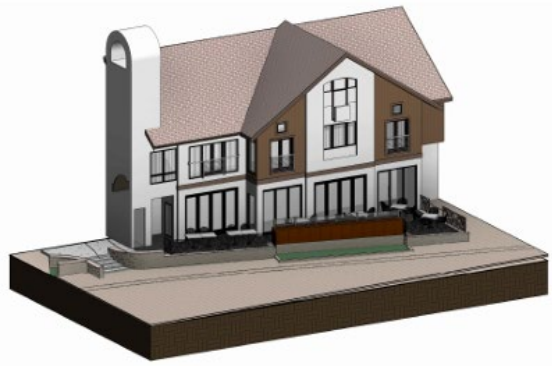
The owner of Barrio Social restaurant, located at 100 E. Meadow Drive, Unit 15, Steve Virion, is requesting Town Council approval to construct a permanent roof structure over an existing patio located on Town-owned property. The proposed roof structure would provide permanent overhead coverage for the existing patio area. The existing 765 square foot patio was approved by the Vail Design Review Board in 2019 and was upheld by the Town Council upon appeal. The proposed roof structure does not expand the existing patio further onto Town property nor increase the area currently used for outdoor dining.

Staff recommends that Town Council **approve, with conditions,** the applicant's request.

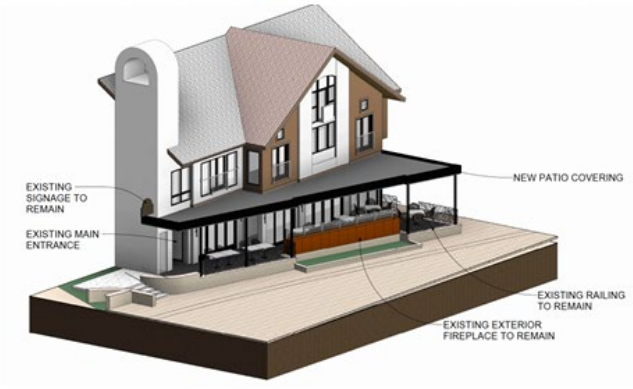
II. BACKGROUND/PROPOSAL

Barrio Social Restaurant has maintained a lease with the Town for the use of Town right-of-way for its patio since 2019. The existing patio consists of a raised stone patio with integrated landscaping and a fire feature.

Existing



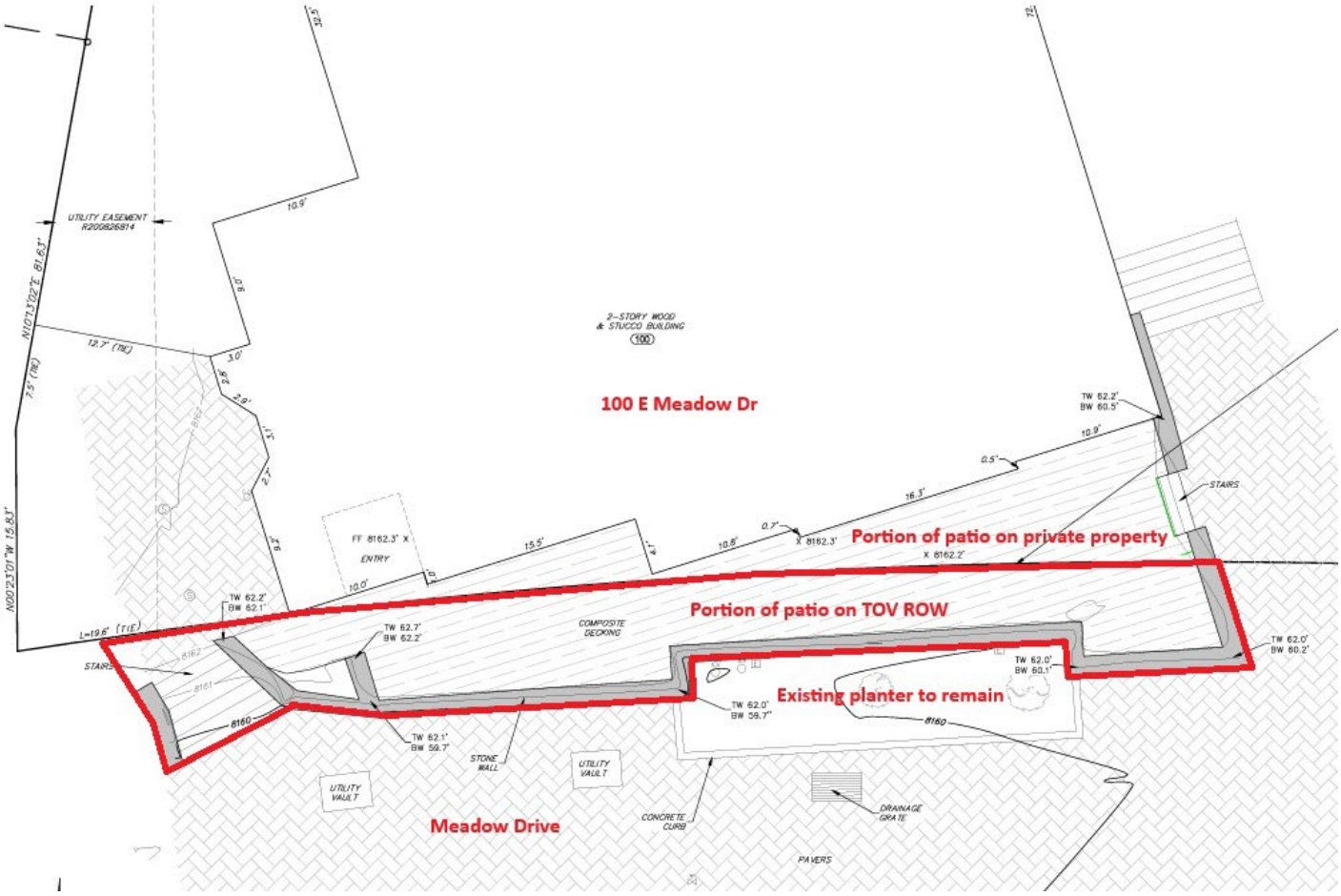
Proposed



The applicant is proposing to construct a permanent roof structure with operable louvers over the existing patio. The proposed improvement is intended to provide protection from varying weather conditions and allow the patio to function as a dining area for a greater portion of the year.

The proposed roof structure generally follows the configuration of the existing patio and will not extend beyond the existing patio footprint. The existing landscape planting area, fire feature, patio railings, signage, and other existing site improvements will remain.

Town staff provided initial direction regarding the extent of the proposed roof structure and any site adjustments necessary to accommodate the improvement. As a condition of approval, no future walls, windows, or other materials may be added to enclose the roof structure. The existing landscaping located on Town property must also be maintained.



The existing landscaping contributes to the pedestrian character and visual quality of

the Village and is identified in the Vail Village Urban Design Guide Plan (VVUDGP) as desirable for pedestrian aesthetics and overall Village ambiance. The continued use of the patio also contributes to the vitality and activity of the Village, consistent with the objectives identified in the VVUDGP.

Please see the applicant's narrative, Plan set and HOA authorization in the attachments.

III. APPLICABLE PLANNING DOCUMENTS

VAIL LAND USE PLAN

1. GENERAL GROWTH / DEVELOPMENT

1.3 The quality of development should be maintained and upgraded whenever possible.

1.4. The original theme of the old Village Core should be carried into new development in the Village Core through continued implementation of the Urban Design Guide Plan.

3. COMMERCIAL

3.5. Entertainment oriented business and cultural activities should be encouraged in the core areas to create diversity. More night-time businesses, on-going events and sanctioned "street happenings" should be encouraged.

4. VILLAGE CORE / LIONSHEAD

4.1. Future commercial development should continue to occur primarily in existing commercial areas. Future commercial development in the Core areas needs to be carefully controlled to facilitate access and delivery.

4.3. The ambiance of the Village is important to the identity of Vail and should be preserved. (Scale, alpine character, small town feeling, mountains, natural settings, intimate size, cosmopolitan feeling, environmental quality.)

VAIL VILLAGE MASTER PLAN

Objective 1.2: Encourage the upgrading and redevelopment of residential and commercial facilities.

Objective 1.4: Recognize the "historic" importance of the architecture, structures, landmarks, plazas and features in preserving the character of Vail Village.

Objective 2.2: Recognize the importance of Vail Village as a mixed-use center of activities for our guests, visitors and residents.

Objective 2.4: Encourage the development of a variety of new commercial activity where compatible with existing land uses.

Objective 2.5: Encourage the continued upgrading, renovation and maintenance of existing lodging and commercial facilities to better serve the needs of our guests.

Objective 3.1: Physically improve the existing pedestrian ways by landscaping and other improvements.

Objective 3.3: Encourage a wide variety of activities, events, and street life along pedestrian ways and plazas.

VAIL VILLAGE URBAN DESIGN GUIDE PLAN (in part)

PEDESTRIANIZATION

All new or expansion construction should anticipate the appropriate level of pedestrianization adjacent to the site.

A major objective for Vail Village is to encourage pedestrian circulation through an interconnected network of safe, pleasant pedestrian ways. Many of the improvements recognized in the Urban Design Guide Plans, and accompanying Design considerations, are to reinforce and expand the quality to pedestrian walkways throughout the Village.

STREETSCAPE FRAMEWORK

Infill commercial storefronts expansion of existing buildings, or new infill development to create new commercial activity generators to give street life and visual interest, as attractions at key locations along pedestrian routes.

DECKS AND PATIOS

Dining decks and patios, when properly designed and sited, bring people to the streets, opportunities to look and be looked at, and generally contribute to the liveliness of a busy street, making a richer pedestrian experience than if those streets were empty.

IV. STAFF RECOMMENDATION

Town Council shall approve, approve with conditions, or deny the applicant's request for permission to proceed through the Design Review Board process.

If Town Council wishes to **approve, with conditions**, the request, staff recommends the following motion:

"*I move to approve the applicant's request for permission to proceed with the proposed roof structure over an existing patio on Town property, with the following conditions:*

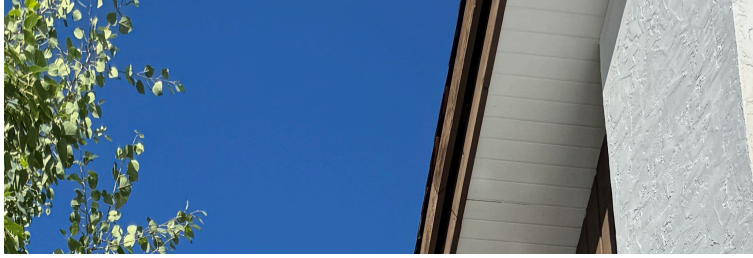
1. *At no time shall the patio be enclosed by the addition of windows, walls or other material attached to the roof structure as this would deem the enclosure an addition to the building.*
2. *The proposed roof structure must obtain approval from the Town of Vail Design Review Board.*
3. *The applicant shall maintain a deck lease with the Town of Vail Town Clerk for the use of the right-of-way.*

If Town Council wishes to **deny** the request, staff recommends the following motion:

"*I move to deny the applicant's request for permission to proceed with the proposed roof structure over an existing patio on Town property."*

V. ATTACHMENTS

A. Applicant's Narrative
B. Application Plan Set
C. HOA Authorization



BARRIO SOCIAL



Request for Town Council Authorization:

Barrio Social Patio Roof

Permission to Proceed Through the Town of Vail Development Review Process

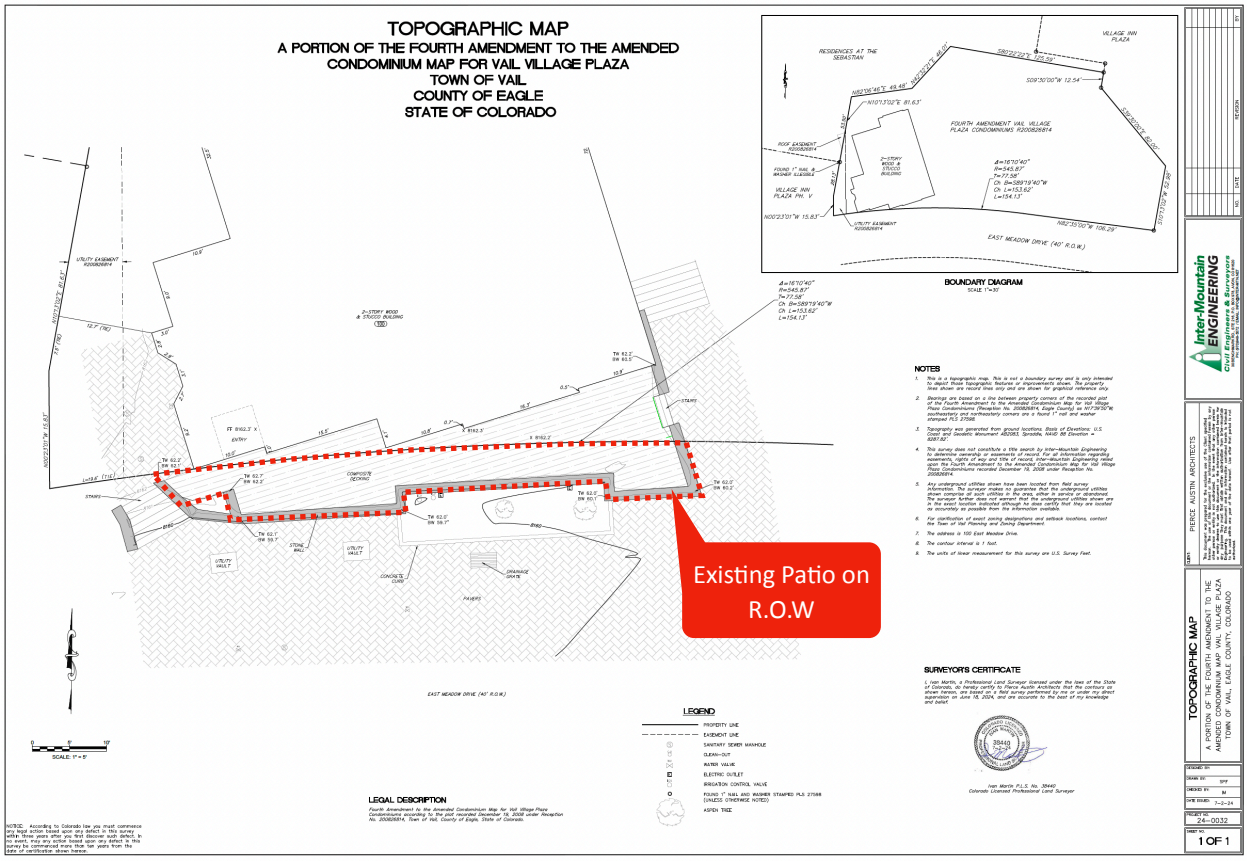
Location: 100 E. Meadow Drive, Suite 15
Submittal Date: August 18, 2026

MPG

PIERCE AUSTIN ARCHITECTS

Introduction

Steve Virion, owner of Barrio Social is requesting Permission to Proceed from the Vail Town Council for a proposed roof over the existing outdoor dining patio at 100 E. Meadow Drive, Suite 15. A portion of the proposed roof extends over Town-owned property. Town Council authorization is therefore required before the applicant may proceed through the Town's applicable development review process.



A portion of the existing patio and the proposed roof is located on Town-owned property. This patio was approved by the Design Review Board in 2019, and upheld by the Town Council upon appeal.



The applicant is proposing a louvered covering over the patio. There is no increase to the size of the patio and no reduction in landscape area. Town Staff provided initial input at a site visit that the existing aspens within the planter need to remain. The applicant then modified the design to incorporate a step in the roof to accommodate the aspen trees.

This request is limited to property owner authorization. The project will still be required to complete all applicable Town reviews and demonstrate compliance with the

Town's zoning, design, building, fire, and other applicable requirements prior to construction.

Proposed Improvements

Barrio Social currently operates an approximately 765-square-foot outdoor dining patio along East Meadow Drive. The applicant is proposing to construct a roof with operable louvers over the existing patio to provide protection from sun, rain, and snow and to allow the space to function more consistently during Vail's changing weather conditions.

The proposed roof generally follows the existing patio configuration and will not extend beyond the existing patio footprint. The existing exterior fireplace, patio railings, signage, main entrance, landscaping, and surrounding site improvements will remain. A portion of the proposed roof extends over Town-owned property. However, the project does not expand the existing patio farther onto Town property or increase the area currently used for outdoor dining.



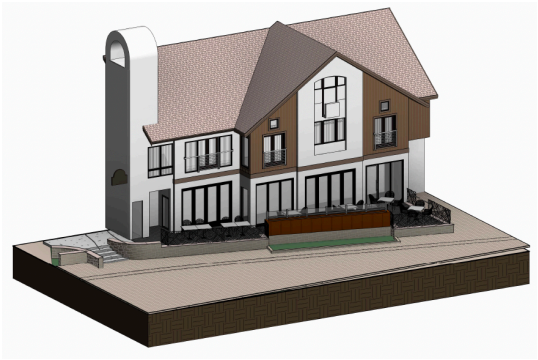
Rendering of proposed patio cover

Development Review

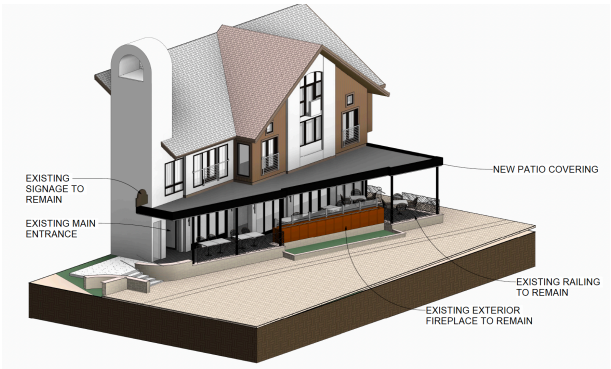
If authorized by Town Council, the project will proceed through the Town's standard development review process. The proposal will be reviewed for compliance with all applicable Town requirements, including zoning, design review, building and fire codes, structural requirements, drainage, and snow management.

Town Council authorization at this time allows the applicant to move forward with those reviews and would not constitute final approval of the proposed improvements.

Existing



Proposed



Conclusion

The proposed roof is intended to improve the functionality of Barrio Social's existing outdoor dining patio without expanding the patio or changing the existing restaurant use. The improvement is contained within the existing patio footprint and will maintain the existing relationship between the restaurant, patio, and East Meadow Drive. Barrio Social respectfully requests that the Vail Town Council authorize the proposed patio roof to proceed through the Town's applicable development review and permitting processes.

GENERAL NOTES

THESE PLANS WERE DESIGNED TO CONFORM WITH THE LATEST INTERNATIONAL BUILDING AND RESIDENTIAL CODES. DUE TO CONTINUOUS CHANGES IN BOTH LOCAL AND NATIONAL BUILDING CODES, ACCOMMODATING ALL BUILDING RESTRICTIONS IS IMPOSSIBLE. THEREFORE, THESE PLANS ARE SUBJECT TO LOCAL REQUIREMENTS AND INTERPRETATIONS. IT BECOMES THE RESPONSIBILITY OF THE BUILDER TO MAKE CERTAIN THESE PLANS COMPLY TO LOCAL CODE REQUIREMENTS.

DO NOT SCALE DRAWINGS. IF CRITICAL DIMENSIONS DO NOT APPEAR ON THE DRAWINGS, NOTIFY ARCHITECT. IF DISCREPANCIES OCCUR BETWEEN DRAWINGS OR BETWEEN THE DRAWINGS AND SPECIFICATIONS, NOTIFY THE ARCHITECT FOR RESOLUTION. SQUARE FOOTAGES ON PLANS EQUAL GROSS FOR BUILDING DEPARTMENT USE ONLY. NOT TO BE USED FOR SALES OR LEASABLE AREAS.

DIMENSIONS LOCATING NEW CONSTRUCTION ARE TO THE FACE OF THE FRAMING AND CONCRETE OR CENTERLINE OF STRUCTURE BY WAY OF GRID LINE UNLESS NOTED OTHERWISE.

DETAILS AND NOTES INDICATE TYPICAL CONDITIONS. FOR MINOR DEVIATIONS FROM TYPICAL DETAILS ARE TO BE ANTICIPATED AND ARE INFERRED. DETAILS AND NOTES PROVIDE DIRECTIONS AND OUTLINE THE DESIGN INTENT. THE CONTRACTOR SHALL USE PROFESSIONAL JUDGEMENT WHEN DEALING WITH SIMILAR CONDITIONS.

EVERY EFFORT HAS BEEN MADE TO ELIMINATE ERRORS DURING THE PREPARATION OF THESE DRAWINGS. BECAUSE PIERCE AUSTIN ARCHITECTS CANNOT GUARANTEE AGAINST THE POSSIBILITY OF HUMAN ERROR, IT IS THE OBLIGATION OF THE BUILDER TO VERIFY THE ACCURACY OF ALL DETAILS AND DIMENSIONS.

THE PLANS, DRAWINGS, SPECIFICATIONS, DESIGNS, AND ENGINEERING HAVE BEEN DEVELOPED BY PIERCE AUSTIN ARCHITECTS SOLELY FOR ITS USE IN PREPARING AND SUBMITTING CONSTRUCTION CONTRACTS. PIERCE AUSTIN ARCHITECTS MAKES NO WARRANTY OF ANY KIND, LIABILITY, OR RESPONSIBILITY WHATSOEVER FOR THE PROPRIETY, EFFICACY, OR FITNESS OF SUCH WORK WHEN USED BY ANY OTHER PARTY FOR ANY OTHER PURPOSE, EXCEPT WHEN COVERED BY PIERCE AUSTIN ARCHITECTS WARRANTIES AND PROFESSIONAL LIABILITY OBLIGATIONS ACCOMPANYING ITS OWN CONTRACTS.

LIFE SAFETY

OCCUPANT LOAD

OCCUPANCY GROUP: ASSEMBLY (A-2)
INTERIOR FLOOR AREA: EXISTING TO REMAIN
EXTERIOR FLOOR AREA: EXISTING TO REMAIN

OCCUPANT LOAD TO REMAIN

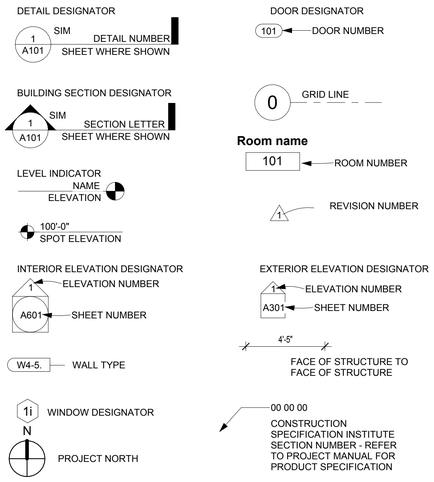
COMMON PATH OF TRAVEL

COMMON PATH OF TRAVEL PERMITTED: 75'-0" MAX.
COMMON PATH OF TRAVEL PROVIDED: TO REMAIN

EXIT TRAVEL DISTANCE

EXIT TRAVEL DISTANCE PERMITTED: 200'-0" MAX.
EXIT TRAVEL DISTANCE PROVIDED: TO REMAIN

DRAWING CONVENTIONS



MISC. ABBREVIATIONS

Φ ROUND ℄ CENTER LINE W/ WITH ° DEGREES
± PLUS OR MINUS ℘ PROPERTY LINE < ANGLE



SHEET INDEX			
SHEET #	DESCRIPTION	BY	ISSUE DATE
A0.00	COVER	PAA	08.03.2026
A1.00	SITE PLAN	PAA	08.03.2026
A1.01	LEVEL 1	PAA	08.03.2026
A2.02	EAST ELEVATION	PAA	08.03.2026
A2.03	SOUTH ELEVATION	PAA	08.03.2026
A2.04	WEST ELEVATION	PAA	08.03.2026
A9.01	3D	PAA	08.03.2026
A9.06	RENDER A	PAA	08.03.2026
A9.07	RENDER B	PAA	08.03.2026
A9.08	RENDER C	PAA	08.03.2026

BARRIO SOCIAL PATIO

ADMINISTRATIVE INFO.

Situs Address 000100 E MEADOW DR #15
Tax Area SC103 - VAIL (TOWN) - SC103
Parcel Number 2101-082-56-015
Legal Summary Subdivision: VAIL VILLAGE PLAZA CONDOS Unit: 15 BK-0388 PG-0855

BUILDING CODE SUMMARY

BUILDING CODE:	2024 International Building Code 2024 International Residential Code 2024 International Fire Code 2024 International Plumbing Code 2024 International Mechanical Code 2024 International Fuel Gas Code 2024 International Energy Conservation Code 2024 International Existing Building Code 2023 National Electrical Code
CONSTRUCTION TYPE:	V-A
DWELLING UNITS:	N/A
OCCUPPANCY TYPE:	A-2
FIRE SPRINKELD :	YES

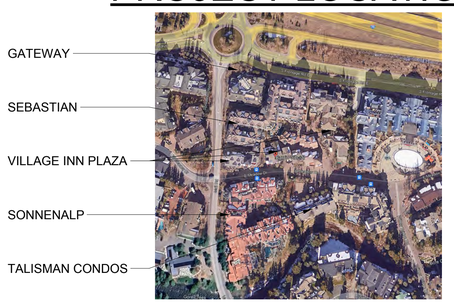
PROJECT DIRECTORY

OWNER: GATTOPARDO BIANCO LLC
2111 VERMONT RD UNIT B
VAIL, CO 81657 - 4216

ARCHITECT: KIT AUSTIN, PRINCIPAL
PIERCE AUSTIN ARCHITECTS
2077 N FRONTAGE RD W, UNIT G
VAIL, COLORADO 81657
P: 970.476.6342
E: kit@vailarchitects.com

STRUCTURAL : DB STRUCTURAL
NATE DECKER
1299 SAGE CT
RIFLE, CO 81650
P: 801.529.6481
E: nate@dbsd.com

PROJECT LOCATION



08.03.2026
TOWN COUNCIL

DATE	NO.	DESCRIPTION

BARRIO SOCIAL PATIO
100 E Meadow Dr
Vail, CO 81657
Project Number - 2407

COLORADO NOT FOR CONSTRUCTION NCLS ARCHITECT

PIERCE AUSTIN ARCHITECTS

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Vail, Colorado 81657
(970)476-6342

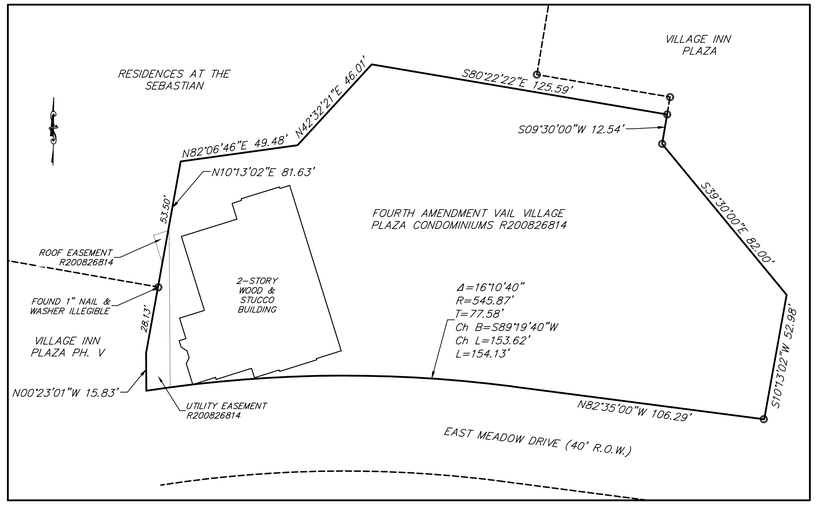
COVER

A0.00

TOPOGRAPHIC MAP

A PORTION OF THE FOURTH AMENDMENT TO THE AMENDED CONDOMINIUM MAP FOR VAIL VILLAGE PLAZA
TOWN OF VAIL
COUNTY OF EAGLE
STATE OF COLORADO





BOUNDARY DIAGRAM
SCALE 1"=30'

0 5' 10'
SCALE: 1" = 5'

LEGEND

- PROPERTY LINE
- EASEMENT LINE
- SANITARY SEWER MANHOLE
- CLEAN-OUT
- WATER VALVE
- ELECTRIC OUTLET
- IRRIGATION CONTROL VALVE
- FOUND 1" NAIL AND WASHER STAMPED PLS 27598 (UNLESS OTHERWISE NOTED)
- ASPEN TREE

LEGAL DESCRIPTION

Fourth Amendment to the Amended Condominium Map for Vail Village Plaza Condominiums according to the plat recorded December 19, 2008 under Reception No. 200826814, Town of Vail, County of Eagle, State of Colorado.

NOTES

1. *This is a topographic map. This is not a boundary survey and is only intended to depict those topographic features or improvements shown. The property lines shown are record lines only and are shown for graphical reference only.*
2. *Bearings are based on a line between property corners of the recorded plat of the Fourth Amendment to the Amended Condominium Map for Vail Village Plaza Condominiums (Reception No. 200826814, Eagle County) as N17°39'50"W; southeasterly and northeasterly corners are a found 1" nail and washer stamped PLS 27598.*
3. *Topography was generated from ground locations. Basis of Elevations: U.S. Coast and Geodetic Monument AB2083, Spraddle, NAVD 88 Elevation = 8287.82'.*
4. *This survey does not constitute a title search by Inter-Mountain Engineering to determine ownership or easements of record. For all information regarding easements, rights of way and title of record, Inter-Mountain Engineering relied upon the Fourth Amendment to the Amended Condominium Map for Vail Village Plaza Condominiums recorded December 19, 2008 under Reception No. 200826814.*
5. *Any underground utilities shown have been located from field survey information. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible from the information available.*
6. *For clarification of exact zoning designations and setback locations, contact the Town of Vail Planning and Zoning Department.*
7. *The address is 100 East Meadow Drive.*
8. *The contour interval is 1 foot.*
9. *The units of linear measurement for this survey are U.S. Survey Feet.*

SURVEYOR'S CERTIFICATE

I, Ivan Martin, a Professional Land Surveyor licensed under the laws of the State of Colorado, do hereby certify to Pierce Austin Architects that the contours as shown hereon, are based on a field survey performed by me or under my direct supervision on June 18, 2024, and are accurate to the best of my knowledge and belief.

COLORADO LICENSED IVAN MARTIN 38440 7-2-24 PROFESSIONAL LAND SURVEYOR

Ivan Martin P.L.S. No. 38440
Colorado Licensed Professional Land Surveyor

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.

C:\IME DROPBOX\CAD\CIVIL 3D\240032\240032 EX.DWG 7/2/2024 4:53 PM

NO.	DATE	REVISION	BY

Inter-Mountain ENGINEERING
Civil Engineers & Surveyors
30 BENCHMARK RD., STE 216, P.O. BOX 978, AVON, CO 81620
PH: (970)949-5003 | EMAIL: INFO@INTERMTN.NET

CLIENT: PIERCE AUSTIN ARCHITECTS

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TOPOGRAPHIC MAP
A PORTION OF THE FOURTH AMENDMENT TO THE AMENDED CONDOMINIUM MAP VAIL VILLAGE PLAZA
TOWN OF VAIL, EAGLE COUNTY, COLORADO

DESIGNED BY:	
DRAWN BY:	SPF
CHECKED BY:	IM
DATE ISSUED:	7-2-24
PROJECT NO.	24-0032
SHEET NO.	1 OF 1



NO GRADING REVISIONS PROPOSED

1 SITE PLAN - PROPOSED
1/4" = 1'-0"

08.03.2026
TOWN COUNCIL

DATE	NO.	DESCRIPTION

BARRIO SOCIAL PATIO

100 E Meadow Dr
Vail, CO 81657

Project Number - 2407

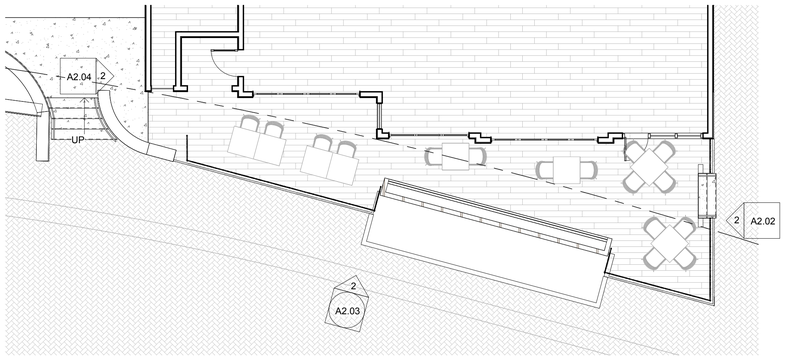
97

COLORADO NOT FOR CONSTRUCTION ARCHITECT

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Vail, Colorado 81657
(970)476-6342

SITE PLAN

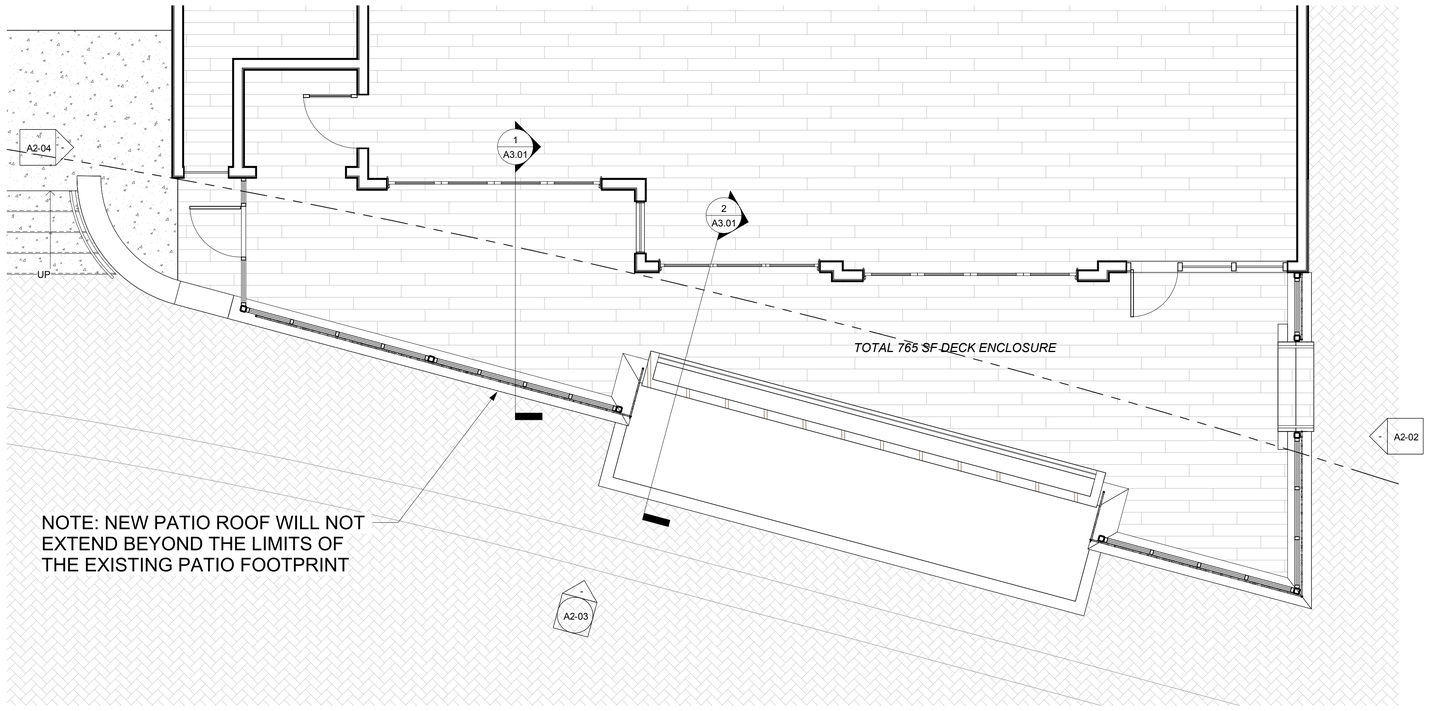
A1.00



1 LEVEL 1 - EXISTING
1/8" = 1'-0"

DEMO LEGEND

- WALLS TO BE DEMOLISHED
- NEW WALLS
- EXISTING WALLS



2 LEVEL 1 - PROPOSED
1/4" = 1'-0"

NORTH

08.03.2026
TOWN COUNCIL

DATE	NO.	DESCRIPTION

BARRIO SOCIAL PATIO

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Vail, CO 81657

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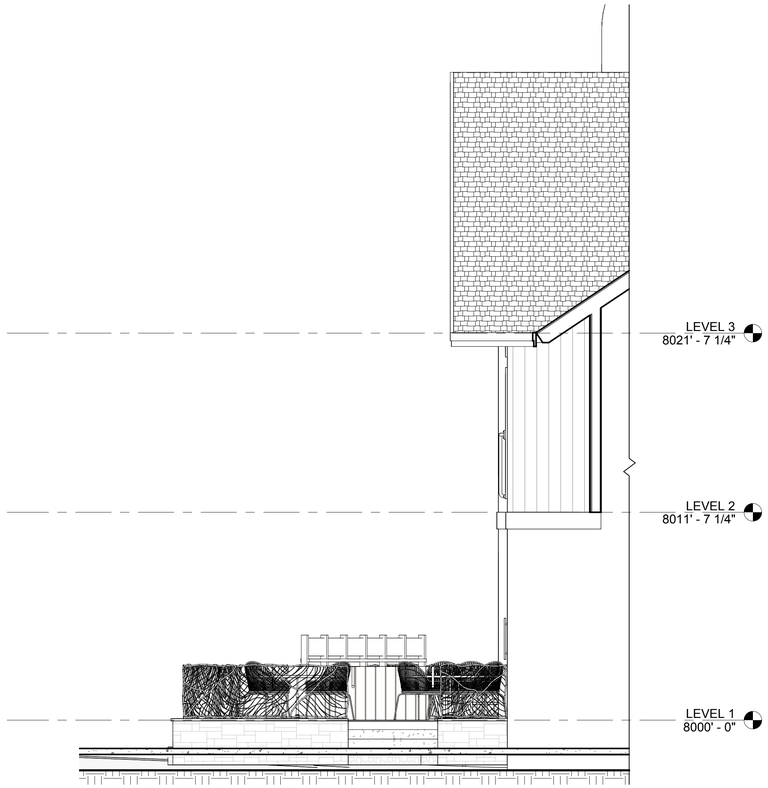
98

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(970)476-6342

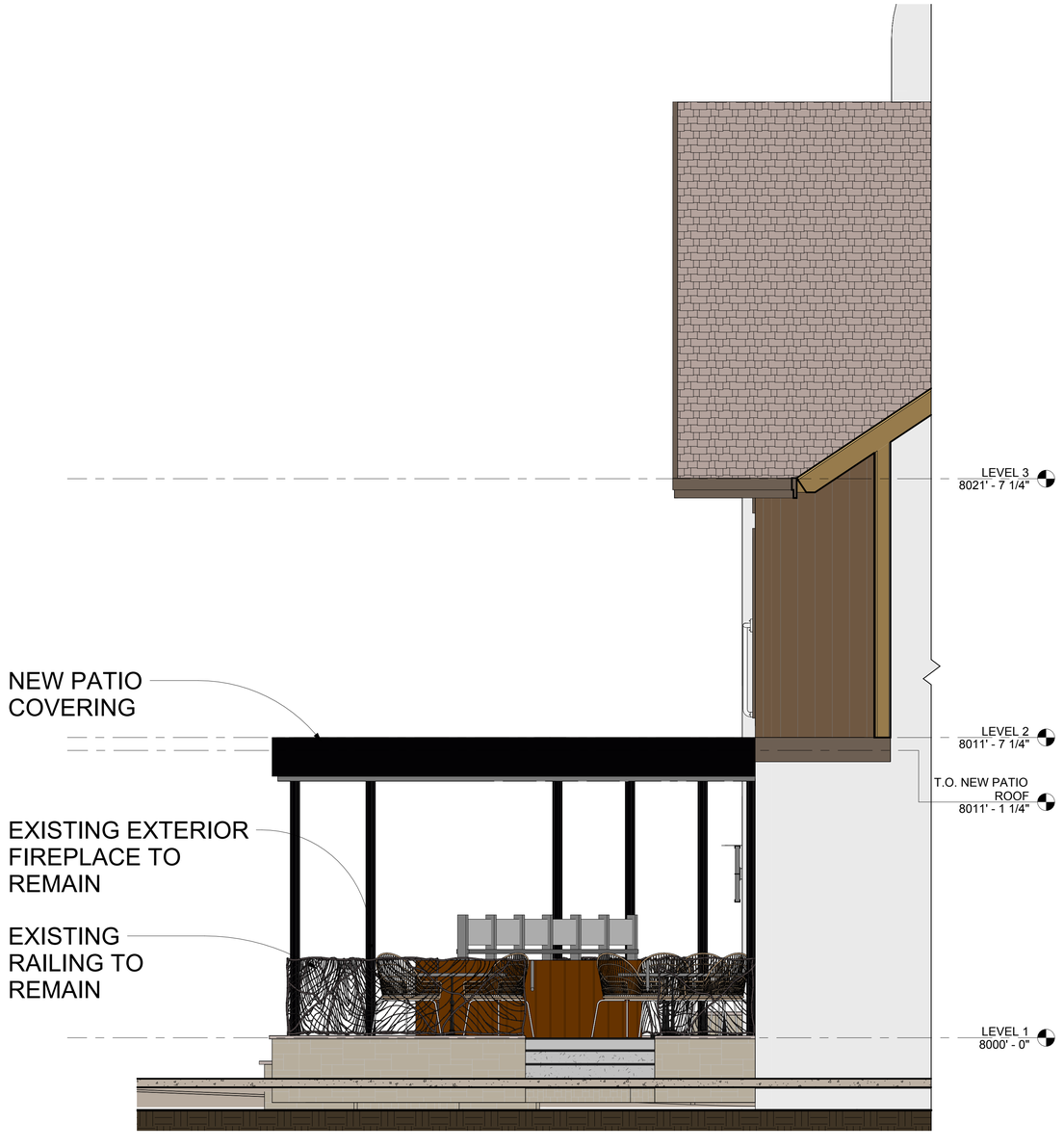
LEVEL 1

A1.01



2 EAST ELEVATION EXISTING
1/4" = 1'-0"

KEYNOTE LEGEND	
KEY VALUE	KEYNOTE TEXT



1 EAST ELEVATION
3/8" = 1'-0"

08.03.2026
TOWN COUNCIL

DATE	NO.	DESCRIPTION

BARRIO SOCIAL PATIO

100 E Meadow Dr
Vail, CO 81657

Project Number - 2407

99

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(970)476-6342

EAST ELEVATION

A2.02



2 SOUTH ELEVATION - EXISTING
1/8" = 1'-0"



1 SOUTH ELEVATION - PROPOSED
3/8" = 1'-0"

08.03.2026
TOWN COUNCIL

DATE	NO.	DESCRIPTION

BARRIO SOCIAL PATIO

100 E Meadow Dr
Vail, CO 81657

Project Number - 2407

100

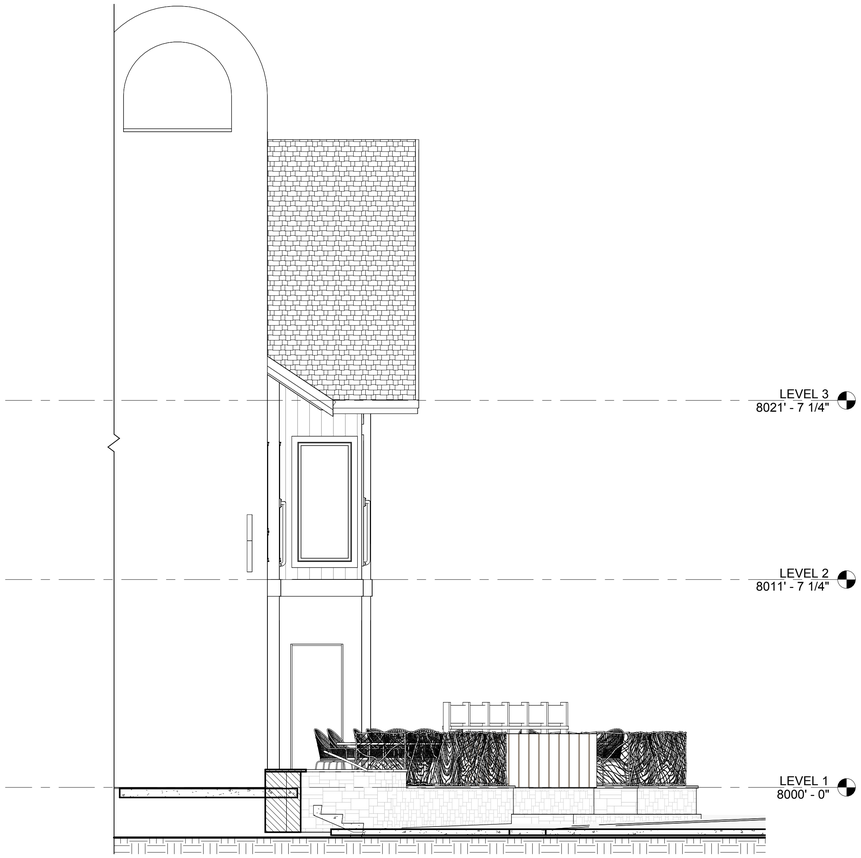
NOT FOR CONSTRUCTION

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(970)476-6342

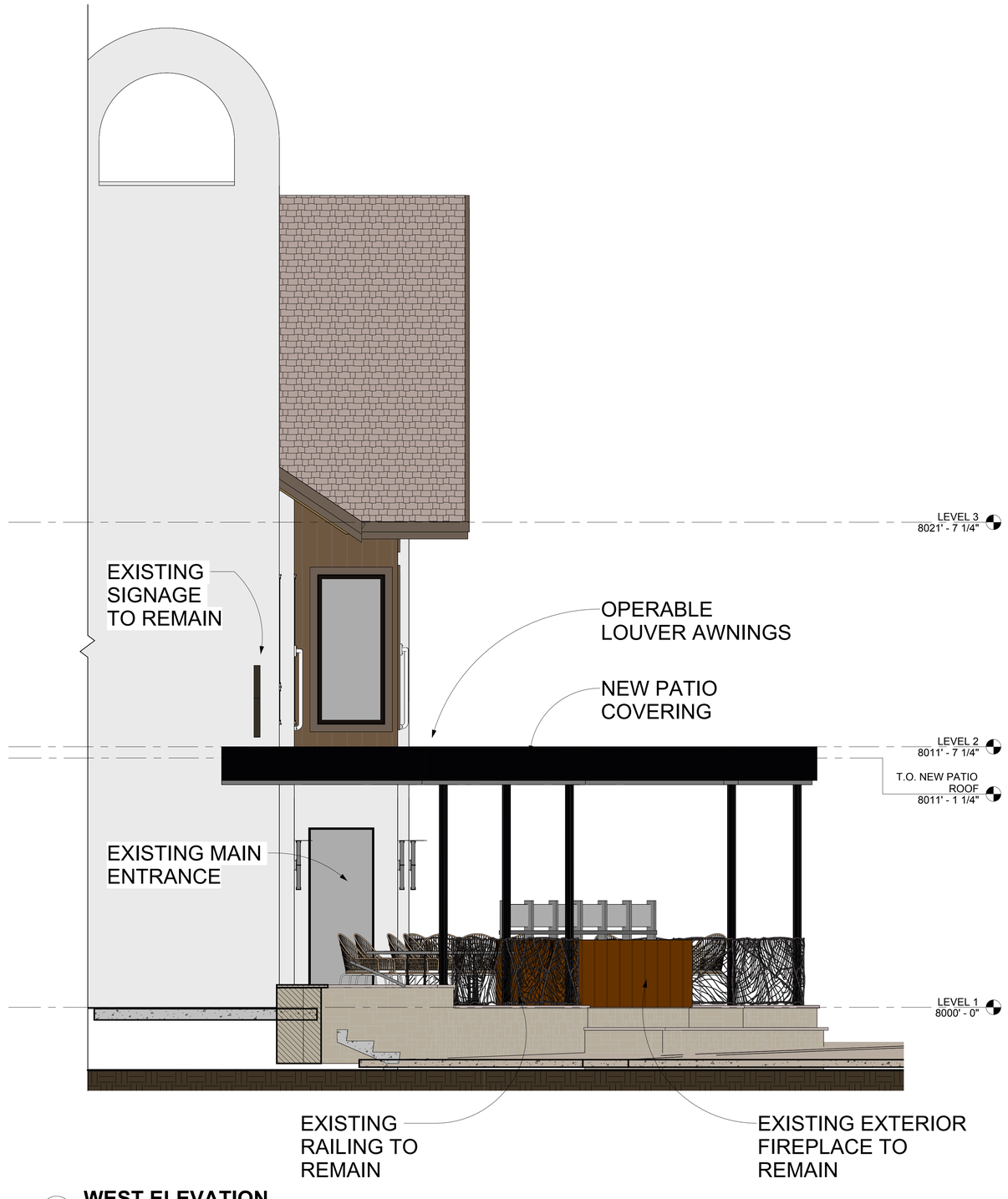
SOUTH ELEVATION

A2.03



2 WEST ELEVATION EXISTING
1/4" = 1'-0"

KEYNOTE LEGEND	
KEY VALUE	KEYNOTE TEXT



1 WEST ELEVATION
3/8" = 1'-0"

08.03.2026
TOWN COUNCIL

DATE	NO.	DESCRIPTION

BARRIO SOCIAL PATIO

100 E Meadow Dr
Vail, CO 81657

Project Number - 2407

101

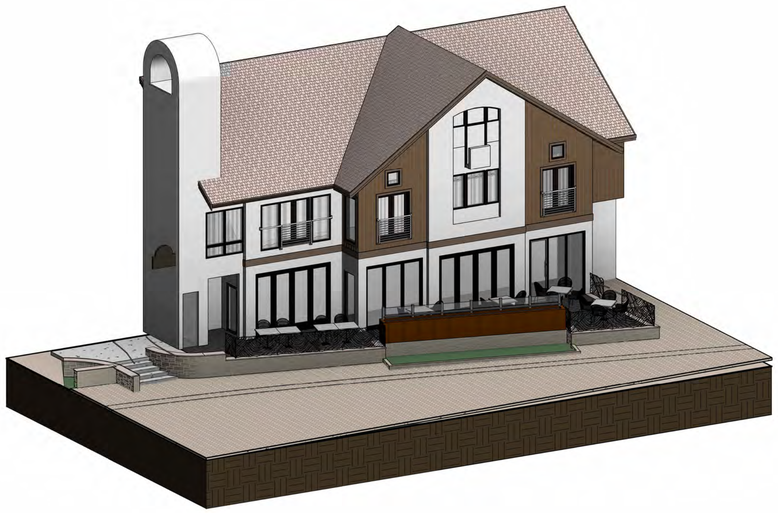
COLORADO
NOT FOR CONSTRUCTION
STAN
ARCHITECT

PIERCE AUSTIN ARCHITECTS

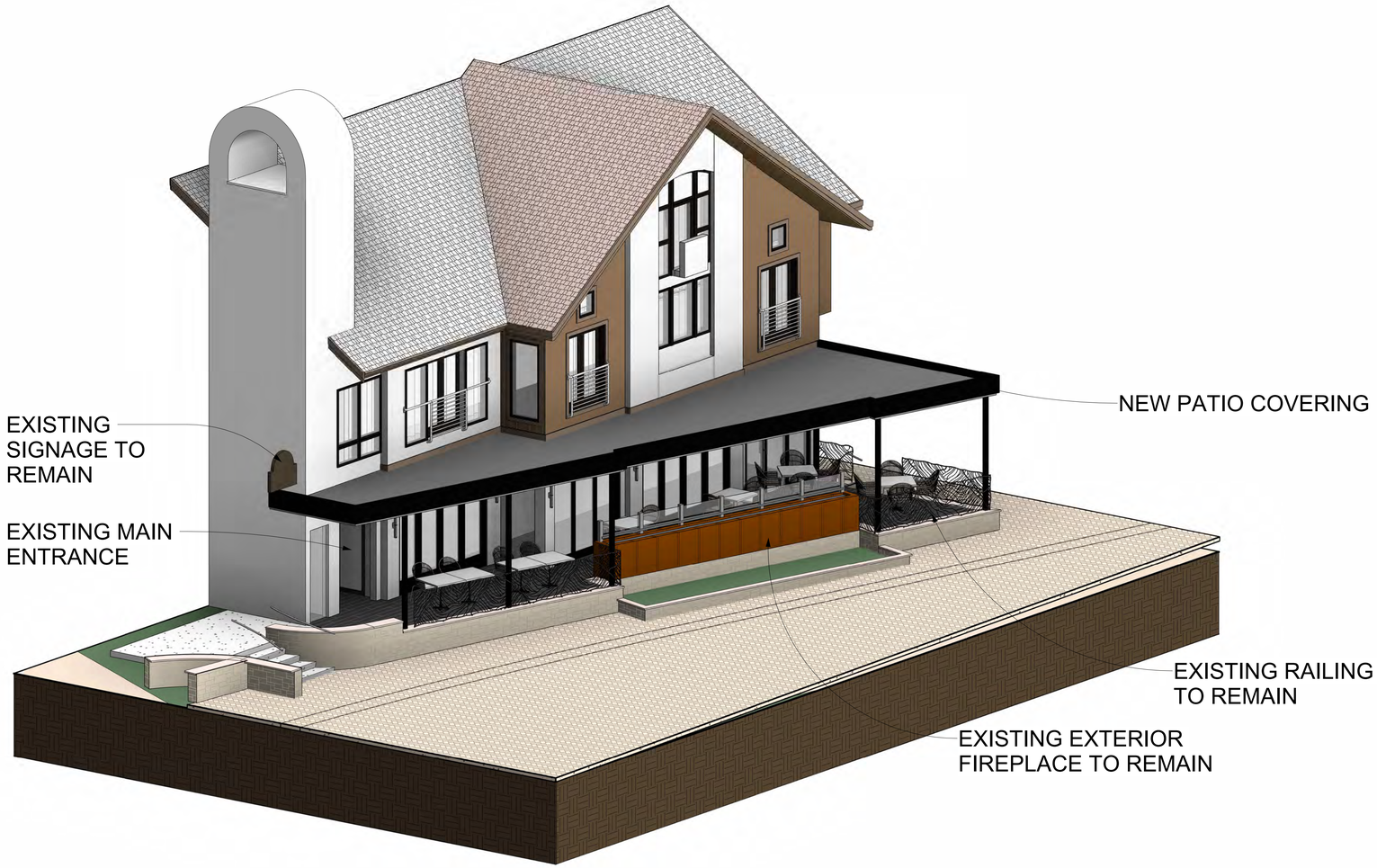
www.vailarchitects.com
2077 N Frontage Rd W, Unit G
Vail, Colorado 81657
(970)476-6342

WEST ELEVATION

A2.04



3 3D EXISTING 1



1 3D 1

08.03.2026
TOWN COUNCIL

DATE	NO.	DESCRIPTION

BARRIO SOCIAL PATIO

100 E Meadow Dr
Vail, CO 81657

Project Number - 2407

102

COLORADO NOT FOR CONSTRUCTION STAMP ARCHITECT

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Vail, Colorado 81657
(970)476-6342

3D

A9.01



08.03.2026
TOWN COUNCIL

DATE	NO.	DESCRIPTION

BARRIO SOCIAL PATIO

100 E Meadow Dr
Vail, CO 81657

Project Number - 2407

NOT FOR CONSTRUCTION

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Vail, Colorado 81657
(970)476-6342

RENDER A

A9.06



08.03.2026
TOWN COUNCIL

DATE	NO.	DESCRIPTION

BARRIO SOCIAL PATIO

100 E Meadow Dr
Vail, CO 81657

Project Number - 2407

COLORADO NOT FOR CONSTRUCTION NJLS ARCHITECT

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RENDER B

A9.07



08.03.2026
TOWN COUNCIL

DATE	NO.	DESCRIPTION

BARRIO SOCIAL PATIO

100 E Meadow Dr
Vail, CO 81657

Project Number - 2407

NOT FOR CONSTRUCTION

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Vail, Colorado 81657
(970)476-6342

RENDER C

A9.08

TOWN OF VAIL

PROPERTY OWNER WRITTEN APPROVAL LETTER

The applicant must submit written approval of certain other property owners for applications affecting duplexes, condominiums, and multi-tenant buildings. This form, or similar written correspondence, must be completed by the adjoining duplex unit owner or the authorized agent of the owner's association in the case of a condominium or multi-tenant building. All completed forms must be submitted with the applicant's completed application.

Address of property that is the subject of the application: 100 East Meadow Drivve

I, (print name) _____, an owner of the property located at _____

_____, or an authorized agent of such owner, provide this letter as my written approval of the plans, dated 8/3/2026, which have been submitted to the Town of Vail Community Development Department for the proposed improvements to be completed at the address noted ed above. I understand that the proposed improvements include:

Addtion of roof over existing outdoor dining patio for Barrio Social

I understand that modifications may be made to the plans over the course of the review process to ensure compliance with the Town's applicable codes and regulations; and that it is the sole responsibility of the applicant to keep me apprised of any changes to the application. I also understand that I will not receive further notice from the Town about this application, but that I may reach out to the Community Development Department at any time for an update on the application.

Signature

8/11/26
Date

Karen Parra
Print Name

Community assn. mgr.
Title/Position

AGENDA ITEM NO. 5.2

Item Cover Page

VAIL TOWN COUNCIL AGENDA ITEM REPORT

DATE:	October 6, 2026
TIME:	10 min.
SUBMITTED BY:	Stephanie Bibbens, Community Development
ITEM TYPE:	Action Items
AGENDA SECTION:	**Action Items (6:15pm)**
SUBJECT:	**Permission to Proceed Tyrolean Project (6:25pm)**
SUGGESTED ACTION:	Approve, approve with amendments, or deny permission to proceed application.
PRESENTER(S):	Heather Knight, Planning Manager

ATTACHMENTS:

Tyrolean Staff Council Memo 10-6-26.pdf
Attachment A. Tyrolean Condominiums - Amended Permission to Proceed.pdf
Attachment B. Applicant VTC Presentation.pdf
Attachment C. Existing Conditions.pdf
Attachment D. Policy for the Use of Town Property.pdf

TOWN OF VAIL

Memorandum

To: Town Council

From: Community Development

Date: October 6, 2026

Subject: Tyrolean Permission to Proceed

I. SUMMARY

The applicant, Tyrolean HOA, represented by Ruther Associates LLC, is requesting approval to reconstruct the existing stairs connecting the building located at 400 Vail Valley Drive to the Gore Creek Path. The existing stairs are located entirely on Town-owned property, with a portion situated within the Vail Valley Drive right-of-way and a portion located within the Town of Vail Stream Tract.

The proposed improvements will replace the existing stair structure and maintain the connection between the Tyrolean building and the Gore Creek Path. Because the improvements are located on Town-owned property, Town Council approval is requested for the proposed use and improvements within the Vail Valley Drive right-of-way and Town of Vail Stream Tract.

A previous Permission to Proceed application for stairs was presented to the Town Council on March 17, 2026. Town Council approved the application with conditions, including that heating of the stairs would not be permitted and that no lighting would be installed within the Town of Vail Stream Tract.

The current Permission to Proceed application remains substantially the same as the application approved on March 17, 2026. However, the current application includes three additional components: heating of the stairs, lighting within the Town of Vail Stream Tract, and a proposed payment to a Town program that has not yet been formally adopted.

Staff recommends that Town Council **approve, with conditions,** the applicant's request.

II. BACKGROUND

In 1996, the former owner of the Tyrolean requested approval from the Town Council to remove two existing stairways connecting the Tyrolean to the Gore Creek Path and construct a single staircase in their place. The request was made in conjunction with the

proposed combination of the dwelling unit located beneath the Tyrolean Restaurant, which would require only a single staircase for pedestrian access.

The stairs provide the only pedestrian access between the Tyrolean building and the Gore Creek Path. There is currently no sidewalk extending from the South Frontage Road intersection to the property, nor is there a sidewalk along the east side of Blue Cow Chute.

The applicant is proposing to reconstruct the stairs in the same general location as the existing stairway. The proposed stairs would be constructed of concrete and pavers with metal handrails, replacing the existing wood stairs and wood handrails. However, as part of this second Permission to Proceed application, the applicant is proposing to heat the stairs and incorporate downlit light fixtures. These proposed improvements are inconsistent with the conditions identified in the previous Permission to Proceed application, which specifically stated, "The applicant shall remove the landscape planters and walkway that extend on Town Stream Tract off the South and Southeast corner of the applicant's property, no heating of the stairs shall be permitted, and no lighting shall be added to the stairs in the Stream Tract." Planning, Environmental, and Public Works staff continue to support these conditions.

Existing site conditions are shown in Attachment B – Existing Conditions. The final design, materials, and construction details would be reviewed through the Design Review Board process.

The Town's adopted Policy for Use of Town Property, included as Attachment C, states that permanent improvements or "other improvements" are not permitted within the Stream Tract. The policy clearly applies to both construction undertaken without approval and requests for new improvements; however, it does not specifically address how the policy applies to existing improvements that were previously authorized by the Town. As a result, the current request raises a policy question regarding the extent to which previously approved improvements within the Stream Tract may be reconstructed or modified.

The current Permission to Proceed application remains substantially the same as the previous application, including the proposed reconstruction of the stairs. The current application, however, includes three additional components: the proposed heating of the stairs and the addition of lighting, both on Town property and within the Town Stream Tract, and a proposed payment to a Town program that has not yet been formally adopted. The proposed additional components are not supported by the Town of Vail Environmental, Planning and Public Works departments. However, staff does still support the original Permission to Proceed approval removing the heated stairs and lighting in the Town Stream Tract.

III. APPLICABLE PLANNING DOCUMENTS

Vail Village Master Plan

Objective 3.4: Develop additional sidewalks, pedestrian-only walkways and accessible green space areas, including pocket parks and stream access.

Policy 3.4.1: Physical improvements to property adjacent to stream tracts shall not further restrict public access.

Policy 3.4.2: Private development projects shall be required to incorporate new sidewalks along streets adjacent to the project as designated in the Vail Village Master Plan and/or Recreation Trails Master Plan.

Policy 3.4.3: The "privatization" of the town-owned Gore Creek stream tract shall be strongly discouraged.

Policy 3.4.4: Encroachment of private improvements on the town-owned Gore Creek stream tract shall be prohibited.

Policy 3.4.5: The Town shall require the removal of existing improvements constructed without the Town's consent within the town-owned Gore Creek stream tract.

IV. RECOMMENDED MOTIONS

Town Council shall approve, approve with conditions, or deny the applicant's request for permission to proceed through the Design Review Board process.

If Town Council wishes to **approve** the request, staff recommends the following motion:

"*I move to approve the applicant's request for permission to proceed with the reconstruction of the stairs on Town property."*

If Town Council wishes to **approve, with conditions**, the request, staff recommends the following motion:

"*I move to approve the applicant's request for permission to proceed with the reconstruction of the stairs on Town property, with the following conditions:*

1. *The applicant shall remove the landscape planters and walkway that extend on Town Stream Tract off the South and Southeast corner of the applicant's property.*
2. *No heating of the stairs shall be permitted.*
3. *No lighting shall be added to the stairs in the Stream Tract.*
4. *The applicant shall maintain a revocable license agreement with the Town of Vail for the use of the right-of-way."*

If Town Council wishes to **deny** the request, staff recommends the following motion:

"*I move to deny the applicant's request for permission to proceed with the reconstruction of the stairs on Town property."*

V. ATTACHMENTS

A. Applicant Narrative
B. Applicant Presentation
C. Existing Conditions
D. Policy for the Use of Town Property

RUTHER ASSOCIATES LLC
P.O. Box 6516, Vail, CO 81658
(970) 376-2675
george@rutherassociates.com

August 14, 2026

Kristen Bertuglia,
Environmental Sustainability Director
Town of Vail
75 South Frontage Road West
Vail, Colorado 81657

Dear Kristen,

We are writing on behalf of the Board of Directors of the Tyrolean Condominium Association, located at 400 Vail Valley Drive. The Board of Directors submits this amended proposal to request authorization to replace the severely worn-out wooden boardwalk and staircase with a new, heated brick-paver and illuminated sidewalk and stairway. The illumination will be downlit and sufficient only to ensure safe passage after dark.

The primary objective of this project is to address an immediate safety hazard caused by aging infrastructure and snow and ice buildup during winter. In implementing this upgrade, the Association is fully committed to environmental stewardship and agrees to proactively mitigate any environmental impacts in accordance with the terms of the Town's pending Exterior Energy Offset Program (EEOP).

The existing wooden boardwalk and staircase have reached the end of their functional lifespan and pose serious safety risks to residents, visitors, and emergency personnel. The wooden walkway and stairs are the primary pedestrian route to the nearest public path and crosswalk. The following are of greatest concern:

- **Structural Integrity:** Structural degradation, splintering, and weakened footings present an ongoing trip and fall hazard.
- **Winter Hazards:** Wooden surfaces, whether old or new, trap moisture, creating invisible black ice and heavy snow buildup during winter months.
- **Safety Enhancement:** Replacing the wooden structure with heated brick pavers eliminates the need for manual snow removal and harsh chemical de-icers while providing a slip-resistant, illuminated surface year-round.



Existing sidewalk and stairs condition

The proposed project will encompass the following phases:

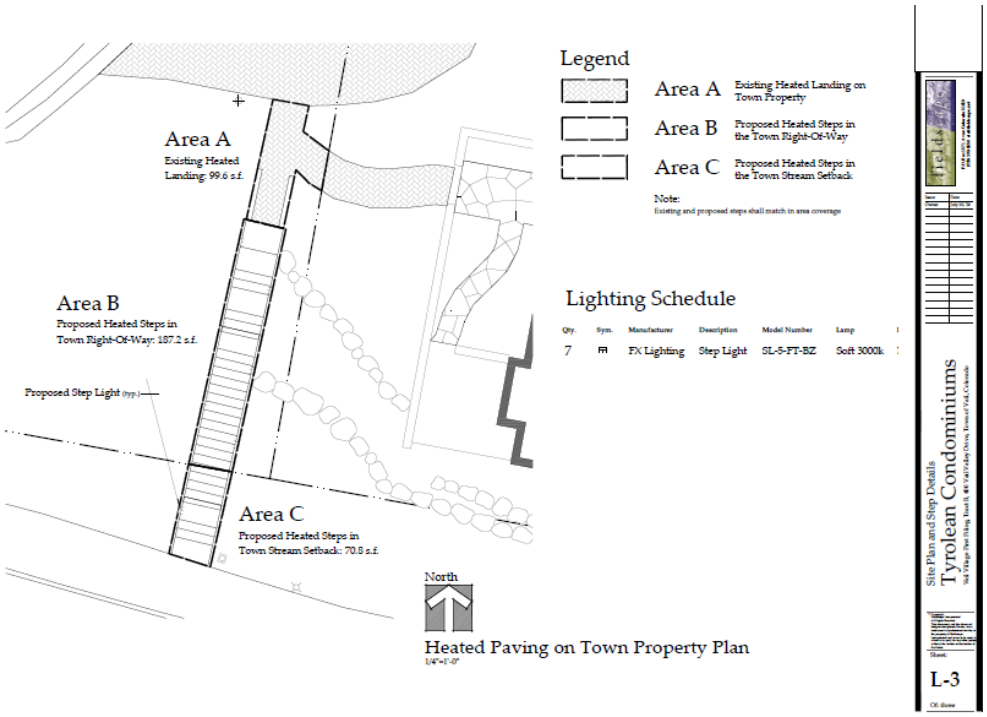
1. **Demolition & Removal:** Safe removal and proper disposal/recycling of the existing wooden staircase structure, with extra care taken to minimize site disturbance.

2. **Site Preparation & Drainage:** Excavation, sub-base preparation, and installation of proper drainage systems to prevent erosion or runoff. Any resulting runoff will be directed to the adjacent culvert infrastructure to avoid erosion of the Gore Creek Path, as requested by the Vail Town Engineer.

3. **Heating Element Installation:** Integration of an energy-efficient, automated heating element beneath the walkway and steps designed to melt snow and ice on contact. The heating element will be zoned in accordance with the Town's development standards. The radiant heat system eliminates the need for salt and chemical de-icers, preventing toxic runoff into local soil and waterways.

4. **Hardscaping:** Laying high-durability brick pavers for both the sidewalk and integrated steps, complete with safety nosing and appropriate handrails, is proposed.

5. **Landscaping:** Native plant and grass species such as native yellow potentilla, native pink wild rose, and Pawnee Butte grass are proposed to ensure the new improvements blend back seamlessly with the surrounding natural environment.



The Association recognizes the importance of preserving the local natural environment and surrounding ecosystem during and after construction. To that end, and although not formally adopted, the Association pledges to fully comply with the Town's pending Exterior Energy Offset Program, as recently recommended by the Town of Vail Planning & Environmental Commission. In keeping with the Commission's recommendations and as consideration for the use of Town-owned right-of-way, the Association offers to make a voluntary contribution of $1,784 to the Town's Environmental Sustainability Fund.

The voluntary contribution is calculated using the following formula:

> **(258 square feet of total net new snowmelt area – 200 square foot exemption) X $30.80 per net new square foot = $1,784.**

This project is a long-overdue and critical step toward ensuring pedestrian safety and connectivity to the public pedestrian way. By combining safety-first hardscaping with strict adherence to the Town's pending EEOP standards, the Association aims to deliver a durable, environmentally responsible solution.

On behalf of the Board of Directors of the Tyrolean Condominium Association, we respectfully request your support so that the upcoming Vail Town Council meeting agenda includes formal review and approval to proceed with heating the new sidewalk and stairs.

Respectively,

George Ruther, Principal
Ruther Associates LLC

John Wilcox, President
Tyrolean Condominium Association



Tyrolean Condominiums HOA
400 Vail Valley Drive
Vail, CO 81657

Amended Permission to Proceed

Vail Town Council

September 15, 2026

“The primary objective of this project is to address an immediate safety hazard caused by aging infrastructure and the buildup of snow and ice during winter.”

- Tyrolean HOA Board of Directors





















"The existing wooden boardwalk and staircase have reached the end of their functional lifespan and pose serious safety risks to residents, visitors, and emergency personnel."

North

Existing Conditions Plan
1"=10'-0"

Exsiting Conditions Plan
Tyrolean Condominiums
Vail Village First Filing, Tract B, 400 Vail Valley Drive, Town of Vail, Colorado

Sheet:
L-1
Of: xxx


No Sidewalk
Vail Valley Drive Crosswalk
Existing Heated Stairs and Handrails
VAIL VALLEY DR
Xcel
Altus Vail
430
400
Tyrolean
362
434
Mountain View Condos
442
Vail Trails
Apollo Par

The proposed project will encompass the following phases:

1. **Demolition & Removal:** Safe removal and proper disposal/recycling of the existing wooden staircase structure, with extra care taken to minimize site disturbance.
2. **Site Preparation & Drainage:** Excavation, sub-base preparation, and installation of proper drainage systems to prevent erosion or runoff. Any resulting runoff will be directed to the adjacent culvert infrastructure to avoid erosion of the Gore Creek Path, as requested by the Vail Town Engineer.
3. **Heating Element Installation:** Integration of an energy-efficient, automated heating element beneath the walkway and steps designed to melt snow and ice on contact. The heating element will be zoned in accordance with the Town's development standards. The radiant heat system eliminates the need for salt and chemical de-icers, preventing toxic runoff into local soil and waterways.
4. **Hardscaping:** Laying high-durability brick pavers for both the sidewalk and integrated steps, complete with safety nosing and appropriate handrails, is proposed.
5. **Landscaping:** Native plant and grass species such as native yellow potentilla, native pink wild rose, and Pawnee Butte grass are proposed to ensure the new improvements blend back seamlessly with the surrounding natural environment.











North

Existing Conditions Plan
1"=10'-0"

Notes:
1. All base information provided by Martin Engineering LLC on 12/1/2025, project number 25106.

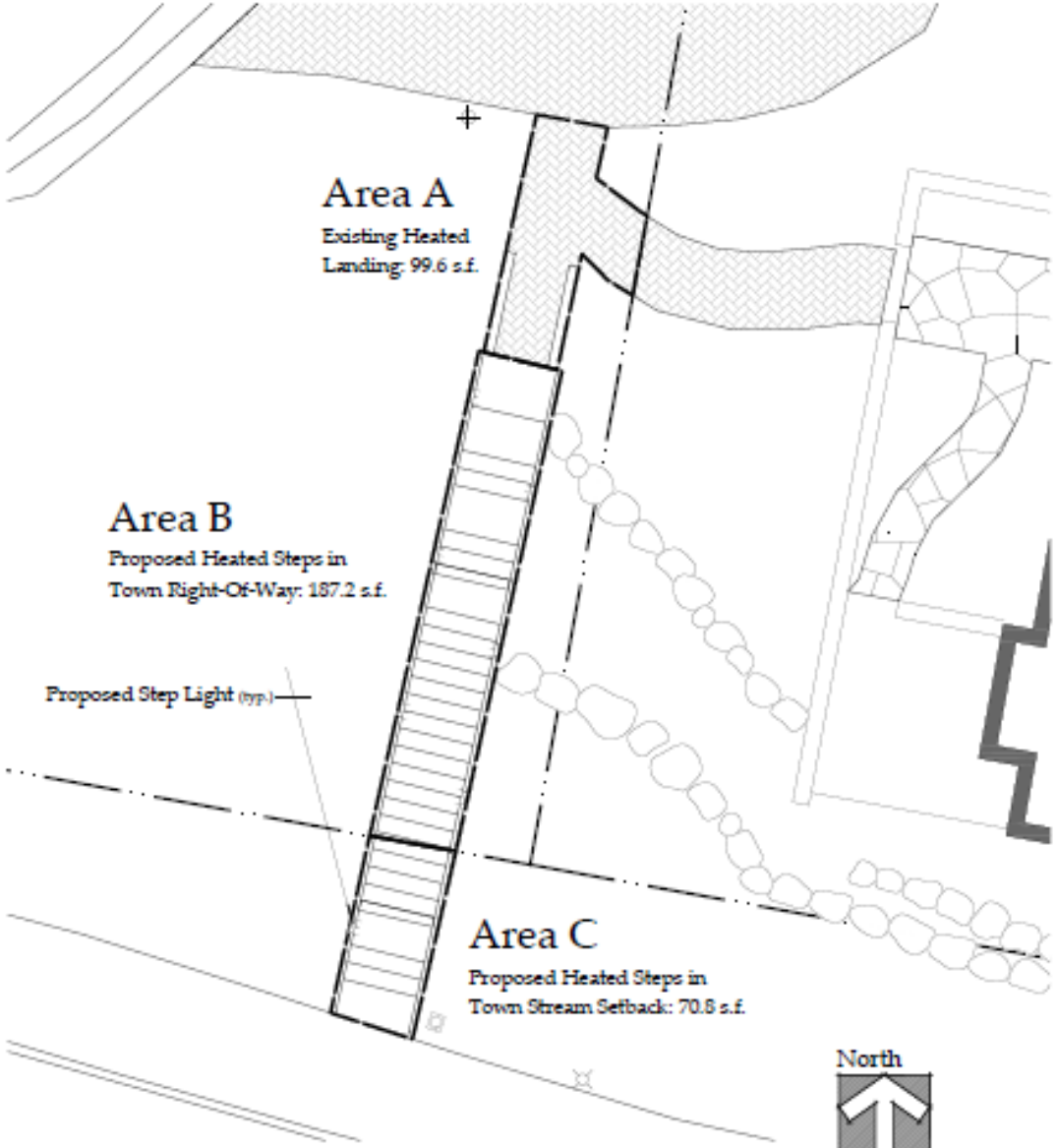
fieldsdpc
P.O. Box 1871, Avon Colorado 81620
(970) 390-6220 vfield@fieldsdpc.net

Issue	Date
T.O.V.	Jan. 18, '26

Exsiting Conditions Plan
Tyrolean Condominiums
Vail Village First Filing, Tract B, 400 Vail Valley Drive, Town of Vail, Colorado

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Sheet:
L-1
Of: xxx



Legend

Area A	Existing Heated Landing on Town Property
Area B	Proposed Heated Steps in the Town Right-Of-Way
Area C	Proposed Heated Steps in the Town Stream Setback

Note:
Existing and proposed steps shall match in area coverage

Lighting Schedule

Qty.	Sym.	Manufacturer	Description	Model Number	Lamp
7		FX Lighting	Step Light	SL-5-FT-BZ	Soft 3000k

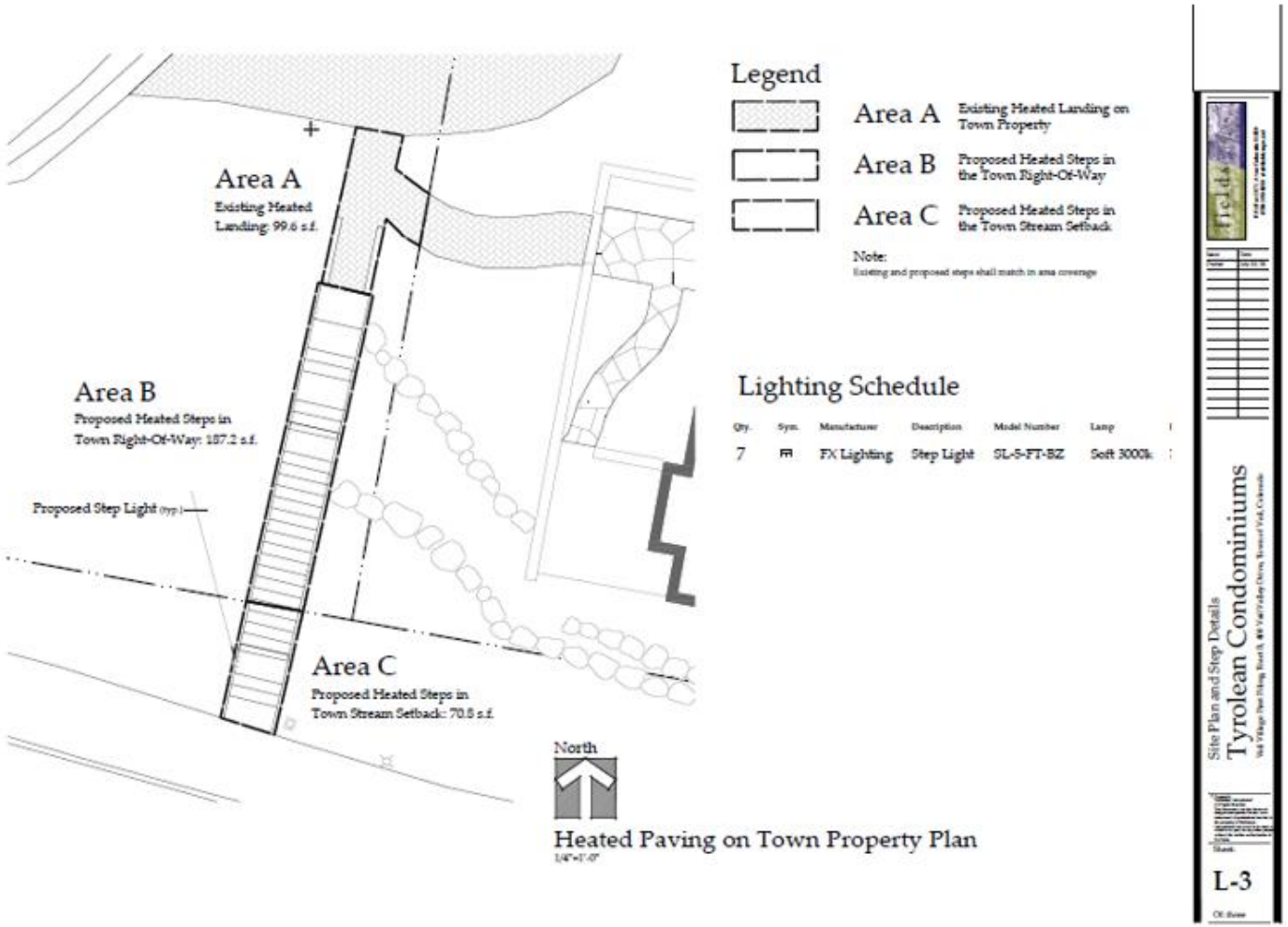
North

Heated Paving on Town Property Plan

1/4"=1'-0"

Site Plan and Step Details
Tyrolean Condominiums

Sheet
L-3



The Association pledges to fully comply with the Town's pending Exterior Energy Offset Program, as recently recommended by the Town of Vail Planning & Environmental Commission. In keeping with the Commission's recommendations, and as consideration for the use of Town-owned right-of-way, the Association offers to make a voluntary contribution of $1,784 to the Town's Environmental Sustainability Fund.

The voluntary contribution is calculated using the following formula:

(258 square feet of total net new snowmelt area – 200 square foot exemption) X $30.80 per net new square foot = $1,784.

Exterior Energy Offset Program (EEOP)

TOWN OF VAIL

“This project is a long-overdue and critical step toward ensuring pedestrian safety and connectivity to the public pedestrian way. By combining safety-first hardscaping with strict adherence to the Town's pending EEOP standards, the Association aims to deliver a durable, environmentally responsible solution.”

- Tyrolean Condominiums HOA BOD



THANK YOU

George Ruther

Ruther Associates LLC

970 376 2675

george@rutherassociates.com

P.O. Box 6516

Vail , CO

81658











North

Existing Conditions Plan

1"=10'-0"

Notes:

1. All base information provided by Marcin Engineering LLC on 12/1/2025, project number 25109.

fieldscape
P.O. Box 1871 Avon Colorado 81620
(970) 390-6550 rfortfieldscape.net

Issue	Date
T.O.V.	Jan. 19, '26

Exsiting Conditions Plan

Tyrolean Condominiums

Vail Village First Filing, Tract B, 400 Vail Valley Drive, Town of Vail, Colorado

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Sheet:

L-1

Of: xxx

RESOLUTION NO. 55

Series of 2024

A RESOLUTION APPROVING A TOWN OF VAIL POLICY FOR THE USE OF TOWN PROPERTY

WHEREAS, the Town Council wishes to adopt a policy for the use of Town property, as set forth in **Exhibit A,** attached hereto and incorporated herein by this reference (the "Use Policy").

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF VAIL, COLORADO THAT:

Section 1. The Town Council hereby approves the Use Policy in substantially the same form as attached hereto as **Exhibit A,** and in a form approved by the Town Attorney.

Section 2. This Resolution shall take effect immediately upon its passage.

INTRODUCED, PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Vail held this 3rd day of December 2024.

Travis Coggin, Mayor

ATTEST:

Stephanie Kauffman, Town Clerk

Town of Vail

Use of Town Property Policy

The Town of Vail receives hundreds of requests each year to utilize Town Property for construction, access, staging, parking, utility infrastructure, and private improvements/enhancements. To help facilitate construction while maintaining the condition and character of Town Property the Town has developed the following policy to identify where it is permissible for these types of uses.

Prior to use of any Town Property for any of the above-mentioned uses or related uses the user must receive Town approval. Failure to do so shall be considered trespassing and subject to Colorado State Law and/or penalties in accordance with the Town Code. Most permissible uses will be governed by Vail Town Code Title 8 Public Ways and Property. https://codelibrary.amlegal.com/codes/vailco/latest/vail_co/0-0-0-5540 .

The following table more specifically identifies the type of approval required when requesting use of various types of Town Property. Please contact the Town of Vail Public Works Department to apply for specific permits that are listed for allowable uses. Uses listed as Not Permitted, are not allowed, and will be considered trespass, unless specifically identified as a Town Project and/or maintenance authorized by Town Staff, or otherwise approved by Town Council.

Use Type/Description	Town Property Type			
	Right of Way	**Developed Property**	**Undeveloped Property**	**Stream Tract**
Utility Construction	Requires Public Way Permit	Requires Council Approved Easement	Requires Council Approved Easement	Requires Council Approved Easement
Temporary Soil Nails	Requires Soil Nail License Agreement	Requires Council Approval	Requires Council Approval	NOT permitted
Temporary Construction Access	Requires Public Way Permit	Requires Public Way Permit	NOT permitted	NOT permitted
Temporary Construction Staging	Requires Public Way Permit	Requires Public Way Permit	NOT permitted	NOT permitted
Temporary Construction	Requires Public Way Permit	Requires Public Way Permit	NOT permitted	NOT permitted
Permanent Improvements per Code (Driveway, Ped Access, Landscape,...)	Requires Revocable ROW permit	NOT permitted	NOT permitted	NOT permitted
Other Improvements	NOT permitted	NOT permitted	NOT permitted	NOT permitted

AGENDA ITEM NO. 5.3

Item Cover Page

VAIL TOWN COUNCIL AGENDA ITEM REPORT

DATE:	October 6, 2026
TIME:	10 min.
SUBMITTED BY:	Stephanie Bibbens, Town Manager
ITEM TYPE:	Action Items
AGENDA SECTION:	**Action Items (6:15pm)**
SUBJECT:	**Ordinance No. 14, Series of 2026, First Reading, An Ordinance Amending Section 7-3D-1 of the Vail Town Code to Increase the Penalties for Parking Violations (6:35pm)**
SUGGESTED ACTION:	Approve, approve with amendments, or deny Ordinance No. 14, Series of 2026 upon first reading.
PRESENTER(S):	Mauri Cummins, Code Enforcement

ATTACHMENTS:
Parking Citation Rate Increase Memo.docx
Parking Fines-O100226.docx

TOWN OF VAIL

75 South Frontage Road West
Vail, Colorado 81657
vailgov.com/police

Police Department
970.479.2210
970.479.2216 fax

September 15th, 2026

To: **Vail Town Council**

Through: **Russell Forrest**
Town Manager

From: **Ryan Kenney**
Chief of Police

Subject: **Parking Citation Fine Increase Proposal**

Parking citation fines have not increased since November 2003. Our current first-offense fine is the same dollar amount as parking in the Vail Village or Lionshead Parking Structures on Peak Days: $50. This does little to deter those who park illegally on S Frontage Rd instead of utilizing our Town Parking Structures.

Additionally, fines for ADA-related violations are quite low compared to the severity of the violation. ADA parking is a premium resource that needs stricter fines to protect it.

We propose increasing fines to create a greater difference between paid parking and parking citations, curb this behavior, and reduce violations.

See below for current and proposed fine structures:

General Parking Offenses:	Current	Proposed
First offense	$50	$75
Second similar offense within one year	$75	$100
Subsequent similar offenses within one year	$150	$175

ADA Parking Offenses:	Current	Proposed
First offense	$100	$250
Second similar offense within one year	$150	$300
Subsequent similar offenses within one year	$200	$350

Town staff is requesting approval to change the ordinances below and increase parking fines:
7-3D-1 (A) Penalties – General Parking Violation
7-3D-1 (B) Penalties – ADA Parking Violation

Thank you for your consideration and prompt attention to this matter.

ORDINANCE NO. 14
SERIES 2026

AN ORDINANCE AMENDING SECTION 7-3D-1 OF THE VAIL TOWN CODE TO INCREASE THE PENALTIES FOR PARKING VIOLATIONS

WHEREAS, pursuant to C.R.S. § 42-4-111 and its Home Rule Charter, the Town is empowered to regulate and restrict the stopping, standing or parking of vehicles within its jurisdiction; and

WHEREAS, the Town Council finds and determines that increased penalties are necessary for parking violations.

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

Section 1. Section 7-3D-1 of the Vail Town Code is hereby amended as follows:

7-3D-1 PENALTIES.

(A) Every person who is convicted of, who admits liability for, or against whom a judgment is entered for a parking violation other than a violation of §§ 7-3C-1 or 7-3D-1(C) *of this Chapter* shall be fined as follows:

First offense:	*$75* ~~$50~~
Second similar offense within one year:	*$100* ~~$75~~
Subsequent similar offenses within one year:	$150

(B) Every person who is convicted of, who admits liability for, or against whom a judgment is entered for a violation of § 7-3C-1 of this Chapter (unlawfully parking in a parking space reserved for ~~handicapped persons or~~ persons with disabilities), shall be fined *$250.* ~~as follows:~~

~~First offense:~~	~~$100~~
~~Second similar offense within one year:~~	~~$150~~
~~Subsequent similar offenses within one year:~~	~~$200~~

* * *

Section 2. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance; and the Town Council hereby declares it would have passed this ordinance, and each part, section, subsection, sentence, clause or phrase thereof, regardless of the fact that any one or more parts, sections, subsections, sentences, clauses or phrases be declared invalid.

Section 3. The Town Council hereby finds, determines and declares that this ordinance is necessary and proper for the health, safety and welfare of the Town and the inhabitants thereof.

Section 4. The amendment of any provision of the Vail Town Code as provided in this ordinance shall not affect any right which has accrued, any duty imposed, any violation that occurred prior to the effective date hereof, any prosecution commenced, nor any other action or proceeding as commenced under or by virtue of the provision amended. The amendment of any provision hereby shall not revive any provision or any ordinance previously repealed or superseded unless expressly stated herein.

Section 5. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are repealed to the extent only of such inconsistency. This repealer shall not be construed to revise any bylaw, order, resolution or ordinance, or part thereof, theretofore repealed.

INTRODUCED, READ ON FIRST READING, APPROVED, AND ORDERED PUBLISHED ONCE IN FULL ON FIRST READING this 6th day of October, 2026 and a public hearing for second reading of this Ordinance set for the 20th day of October, 2026, in the Council Chambers of the Vail Municipal Building, Vail, Colorado.

_____
Barry Davis, Mayor

ATTEST:

_____
Stephanie Kauffman, Town Clerk

READ AND APPROVED ON SECOND READING AND ORDERED PUBLISHED this 20th day of October, 2026.

_____
Barry Davis, Mayor

ATTEST:

_____
Stephanie Kauffman, Town Clerk

AGENDA ITEM NO. 6.1

Item Cover Page

VAIL TOWN COUNCIL AGENDA ITEM REPORT

DATE:	October 6, 2026
TIME:	5 min.
SUBMITTED BY:	Stephanie Bibbens, Town Manager
ITEM TYPE:	Public Hearings
AGENDA SECTION:	**Public Hearings (6:45pm)**
SUBJECT:	**Ordinance No. 13, Series of 2026, Second Reading, An Ordinance Amending Chapter 15 of Title 7 of the Vail Town Code regarding Automated Vehicle Identification Systems (6:45pm)**
SUGGESTED ACTION:	Approve, approve with amendments, or deny Ordinance No. 13, Series of 2026 upon second reading.
PRESENTER(S):	Commander Chris Botkins, Vail Police Department

ATTACHMENTS:
Town Council Memo - AVIS State Law Update.docx
AVIS-O082826.docx

TOWN OF VAIL

75 South Frontage Road West
Vail, Colorado 81657
vailgov.com/police

Police Department
970.479.2210
970.479.2216 fax

September 2, 2026

To: **Vail Town Council**

Through: **Russ Forrest**
Town Manager

Ryan Kenney
Chief of Police

Matt Westenfelder
Deputy Chief

From: **Christopher Botkins**
Operations Commander

Subject: **Automated Vehicle Identification System – State Law Update**

The Town of Vail adopted its current Automated Vehicle Identification System (AVIS) ordinance in 2025 to establish the framework for automated traffic enforcement within the Town. The Colorado General Assembly has since made changes to state law governing automated vehicle identification systems. As a result, amendments to the Vail Town Code are necessary to ensure the Town's ordinance remains consistent with current state requirements.

The proposed ordinance makes several substantive changes to the existing AVIS regulations.

Speeding Enforcement

The most significant change involves the speed thresholds for automated enforcement. Under the proposed ordinance, speeding violations of less than 6 MPH over the posted speed limit will result in a written warning only. Violations of 6 to less than 10 MPH over the speed limit, if detected, may result in a notice of violation after a first-offense warning. Violations of 10 MPH or more over the speed limit may result in a notice of violation. The proposed ordinance also establishes requirements for situations involving variable or temporarily reduced speed limits. The TOV will not issue citations for any violations between 6 and 10 MPH. This is not in line with our enforcement strategy, and our cameras do not detect violations between 6 and 10 MPH.

Mobile AVIS

The proposed ordinance adds a definition for a Mobile Automated Vehicle Identification System. This allows for systems that can be relocated between enforcement locations or installed in or

mounted to a motor vehicle, providing additional flexibility to address temporary enforcement needs and changing traffic patterns. The TOV has no mobile AVIS units and no plans to have them in the future.

Registered Owner Responsibility

The proposed ordinance adds a new section establishing the responsibility of the registered owner for civil penalties associated with an automated violation. It also identifies specific exceptions, including vehicles that were sold, leased, or stolen before the violation, situations where a separate traffic citation was issued, and circumstances in which the registered owner was deceased. The ordinance establishes a process for submitting an affidavit and supporting documentation when an exception applies.

Other Changes

Additional amendments include a minor change to required signage lettering at automated traffic signal enforcement locations, which we are already in compliance with and the requirement of a flat fee billing system. The new contract with Dacra includes a flat fee that was vetted by the town attorney.

These amendments are necessary to bring the Town's AVIS ordinance into compliance with recent changes in Colorado state law. The proposed changes will allow the Town to continue operating its AVIS program while ensuring the program is administered in accordance with current statutory requirements.

ORDINANCE NO. 13
SERIES 2026

AN ORDINANCE AMENDING CHAPTER 15 OF TITLE 7 OF THE VAIL TOWN CODE REGARDING AUTOMATED VEHICLE IDENTIFICATION SYSTEMS

WHEREAS, the Town Council desires to amend the Vail Town Code to comply with recent state law changes regarding automated vehicle identification systems.

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

Section 1. Section 7-15-1 of the Vail Town Code is hereby amended as follows:

§ 7-15-1 DEFINITIONS.

For purposes of this Chapter, the following terms shall have the following meanings:

AUTOMATED VEHICLE IDENTIFICATION SYSTEM: A machine used to automatically detect a traffic violation and simultaneously record a photograph of the vehicle and the license plate of the vehicle*, but is not an automated license plate reader system*.

MOBILE AUTOMATED VEHICLE IDENTIFICATION SYSTEM*: An automated vehicle identification system designed to detect traffic violations that:*

(1) Is capable of being relocated between enforcement locations;

(2) May be installed within or mounted to a motor vehicle;

(3) Does not include a system installed in or mounted to a trailer, unless the system is moved to a new location within seventy-two (72) hours of being deployed or is deployed in a maintenance, repair, or construction zone designated pursuant to C.R.S. § 42-4-614 or a school zone as defined in C.R.S. § 42-4-615; and

(4) Is generally used to provide flexibility to address temporary enforcement in high-risk traffic areas or shifting traffic patterns.

* * *

Section 2. Section 7-15-2 of the Vail Town Code is hereby amended as follows:

§ 7-15-2 NOTICE OF VIOLATION.

* * *

(B) The Town may only issue a notice of violation for violations that occur:

* * *

(5) Along a street, or portions of a street designated as an automated vehicle identification system corridor as set forth in Section ~~7-14-5~~ 7-*7-15-5.*

* * *

(E) To protest a notice of violation, the registered owner shall request a hearing in writing within forty-five (45) days after the date of the notice of violation. ~~At the hearing, the Town may not require the registered owner to disclose the identity of the driver of the vehicle, but may require the registered owner to submit evidence that the owner was not the driver at the time of the alleged violation.~~

Section 3. Section 7-15-3 of the Vail Town Code is hereby amended as follows:

§ 7-15-3 SPEEDING.

* * *

(B) *Violations.*

(1) For a speeding violation of under six (6) miles per hour over the speed limit, the violation shall be subject to a written warning only.

(~~1~~*2*) For a speeding violation of *at least six (6) but* less than ten (10) miles per hour over the speed limit, the violation may be cited as follows:

(a) For the first offense, a written warning with no penalty or surcharge; ~~or~~*and*

(b) For the second or subsequent offense, a notice of violation.

(~~2~~*3*) For a speeding violation of ~~more than~~ ten (10) *or more* miles per hour over the speed limit, the Town may issue the registered owner a notice of violation.

(C) *Variable Speed Limit. If a variable speed limit is in effect, or a speed limit is temporarily lowered due to hazardous weather or other traffic conditions except for construction zones, the Town shall issue violations only if the speeding violation exceeds the regular maximum posted speed limit for that location when the variable or temporarily lowered speed limit is not in effect.*

(D) Penalty. The maximum penalty, including any surcharge, is forty dollars ($40.00), unless the violation is within a school zone or a designated construction zone, in which case the maximum penalty is eighty dollars ($80.00).

Section 4. Section 7-15-4(A)(2) of the Vail Town Code is hereby amended as follows:

§ 7-15-4 DISOBEDIENCE TO A TRAFFIC CONTROL SIGNAL.

(A) For traffic control signals, the Town shall post a sign notifying the public that an automated vehicle identification system is in use immediately ahead. Such sign shall:

* * *

(2) Use lettering that is at least four (4) inches high for upper case letters and ~~two and nine-tenths~~*three* (~~2-9/10~~*3*) inches high for lower case letters.

* * *

Section 5. Section 7-15-6(G) of the Vail Town Code is hereby repealed in its entirety.

Section 6. Chapter 15 of Title 7 of the Vail Town Code is hereby amended by the addition of a new Section 7-15-8 to read as follows:

§ 7-15-8 REGISTERED OWNER RESPONSIBILITY.

(A) The registered owner of the motor vehicle detected by the automated vehicle identification system is responsible for paying any civil penalty associated with a notice of violation unless:

(1) The registered owner establishes that the motor vehicle had been sold or leased prior to the violation by providing a bill of sale or other documentation to show that the motor vehicle was sold, leased, or transferred before the date and time of the violation;

(2) The registered owner establishes that the motor vehicle had been stolen prior to the violation by providing a copy of the police report to show that the owner's license plate or motor vehicle was stolen before the date and time of the violation;

(3) The registered owner establishes that law enforcement issued a separate traffic citation to the registered owner or driver of the motor vehicle for the violation detected by the system; or

(4) A representative of the estate or a family member of the registered owner establishes that the registered owner was deceased prior to the date of the violation.

(B) Unless the motor vehicle was leased at the time of the violation and the motor vehicle was registered in the name of the lessee at the time of the violation, to establish that the registered owner is not responsible for paying a civil penalty associated with a notice of violation, the registered owner or a representative of the estate or a family member of the registered owner shall, within thirty (30) days after the date of the issuance of the notice of violation, provide the Town an affidavit with information showing that one (1) of the exceptions set forth in subsection (A) of this Section applies. The affidavit shall include the civil penalty number.

(C) If the registered owner to whom a notice of violation has been issued is deceased, the affidavit shall include both a certified copy of the death certificate showing that the death of the registered owner occurred before the date of the violation and one of the following:

(1) A bill of sale or other document showing that the motor vehicle was sold or transferred after the date of the registered owner's death and before the date of the violation;

(2) Documented proof that the registered license plate belonging to the registered owner was returned to the Department of Revenue or another office or authorized agent of the Department of Revenue after the date of the registered owner's death and before the date of the violation; or

(3) A copy of the police report showing that the registered owner's license plate or vehicle was stolen after the date of the registered owner's death and before the date of the violation.

(D) Upon receipt of the affidavit and sufficient supporting documentation pursuant to this Section, the Town shall dismiss the notice of violation and provide proof of the dismissal to the person that submitted the affidavit.

(E) A person that submits a false affidavit commits a class 2 misdemeanor offense and, upon conviction, shall be punished as provided in C.R.S. § 42-4-1701(3).

Section 7. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance; and the Town Council hereby declares it would have passed this ordinance, and each part, section, subsection, sentence, clause or phrase thereof, regardless of the fact that any one or more parts, sections, subsections, sentences, clauses or phrases be declared invalid.

Section 8. The Town Council hereby finds, determines and declares that this ordinance is necessary and proper for the health, safety and welfare of the Town and the inhabitants thereof.

Section 9. The amendment of any provision of the Vail Town Code as provided in this ordinance shall not affect any right which has accrued, any duty imposed, any violation that occurred prior to the effective date hereof, any prosecution commenced, nor any other action or proceeding as commenced under or by virtue of the provision amended. The amendment of any provision hereby shall not revive any provision or any ordinance previously repealed or superseded unless expressly stated herein.

Section 10. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are repealed to the extent only of such inconsistency. This repealer shall not be construed to revise any bylaw, order, resolution or ordinance, or part thereof, theretofore repealed.

INTRODUCED, READ ON FIRST READING, APPROVED, AND ORDERED PUBLISHED ONCE IN FULL ON FIRST READING this 15th day of September, 2026 and a public hearing for second reading of this Ordinance set for the 6th day of October, 2026, in the Council Chambers of the Vail Municipal Building, Vail, Colorado.

_____
Barry Davis, Mayor

ATTEST:

_____
Stephanie Kauffman, Town Clerk

READ AND APPROVED ON SECOND READING AND ORDERED PUBLISHED this 6th day of October, 2026.

_____
Barry Davis, Mayor

ATTEST:

_____
Stephanie Kauffman, Town Clerk