



WINTER PARK TOWN COUNCIL MEETING

Winter Park Town Hall – 50 Vasquez Road

Tuesday, February 18, 2020 – 5:30 p.m.

Dinner will be provided.

AGENDA

1. Meeting Call To Order
 - a. Pledge of Allegiance
 - b. Roll Call of Council Members
2. Town Hall Meeting
3. Consent Agenda
 - a. Approval of February 4, 2020 Regular Meeting Minutes
4. Action Items
 - a. Public Hearing, Approval of Special Event Permit – Wells Fargo Cup at Winter Park Resort
 - b. Resolution 1751, A Resolution Awarding the Town Engineer
 - c. Resolution 1752, A Resolution Approving a Variance to the Parking Requirements of Section 3.9 of the Standards and Specifications for Design and Construction, for Hideaway Park Brewery and Event Space and Fraser Valley Hot Dog
 - d. A Request to Amend the Commercial Enhancement Grant for Stoked Meeting House
5. Progress Reports
 - a. Community Partners
 - b. Staff Reports
6. Town Manager's Report
7. Mayor's Report
8. Town Council Items for Discussion

9. Executive Session
 - a. Executive Session for the purposes of a conference with the Town Attorney to receive legal advice on specific legal questions pursuant to C.R.S. § 24-4- 402(4)(b), regarding Cornerstone Litigation; and
 - b. To determine positions relative to matters that may be subject to negotiations; developing strategies for negotiations; and instructing negotiators, pursuant to C.R.S. 24-4-402(4)(e), regarding the Pyne property; and
 - c. To discuss the purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest, pursuant to C.R.S. 24-4-402(4)(a), for which a topic cannot be disclosed without compromising the purpose of the executive session.

MINUTES

DATE: Tuesday, February 4, 2020

MEETING: Winter Park Town Council

PLACE: Town Hall Council Chambers

PRESENT: Mayor Jimmy Lahrman, Mayor Pro Tem Nick Kutrumbos and Councilors, Art Ferrari, Mike Periolat, Jim Myers, and Chuck Banks via phone, Town Manager Keith Riesberg, and Town Clerk Danielle Jardee

OTHERS

PRESENT: Assistant Town Manager Alisha Janes, Public Works Director Gerry Vernon, Chief of Police Glen Trainor, Community Development Director James Shockey, Transit Director Michael Koch, Finance Director Lizbeth Lemley, Public Works Office Manager Becky Stensvad, Court Clerk Nadine Kentfield, Police Officers, Tyler Kupser, Anthony Fernandez, Johnny Stensvad, Police Sergeant Paul Finley, and Police Commander Donnie Ransom

1. Meeting Call To Order

Mayor Jimmy Lahrman called the meeting to order at 5:30 p.m.

Mayor Jimmy Lahrman led those present in reciting the Pledge of Allegiance.

2. Town Hall Meeting

2.a. Fraser/Winter Park Police Department Award Ceremony

Chief of Police Glen Trainor presented Officer Johnny Stensvad, Officer Tyler Kupser, and Sergeant Paul Finley with life-saving awards. Chief Trainor stated the three gentlemen saved a woman's life by initiating CPR when they arrived on scene. Chief Trainor stated the three gentlemen showed exceptional character, and they are great ambassadors for our community.

3. Consent Agenda

3.a. Approval of January 21, 2020 Regular Meeting Minutes

Councilor Art Ferrari moved and Mayor Pro Tem Nick Kutrumbos seconded the motion approving the Consent Agenda. Motion Carried: 6-0.

4. Action Items

4.a. Public Hearing, Approval of Special Event Permit – Mardi Gras/St. Patty's Day at Winter Park Resort

Town Clerk Danielle Jardee stated Winter Park Resort applied for a special event permit for festivities for Mardi Gras on March 22 and St. Patrick's Day on March 14. Ms. Jardee stated the events will take place from one to five p.m. in the Village Plaza at the base of the Winter Park Resort, and will include live music, face painting, and crafts for kids.

Councilor Jim Myers moved and Councilor Art Ferrari seconded the motion approving Special Event Permit for Mardi Gras/St. Patty's Day at Winter Park Resort. Motion Carried: 6-0.

4.b. Resolution 1749, A Resolution Approving a Grant Agreement with State of Colorado to Accept State Bill 267 Grant Dollars

Transit Director Michael Koch stated this resolution is for a grant agreement for grant money from State Bill 267. Mr. Koch stated this money will be used for the design of the new transit maintenance facility. Mr. Koch stated the design cost is estimated around \$400,000 dollars and the grant agreement dollars fund about 50% percent of that \$200,000 dollars.

Mayor Pro Tem Nick Kutrumbos moved and Councilor Jim Myers seconded the motion approving Resolution 1749, A Resolution Approving a Grant Agreement with State of Colorado to Accept State Bill 267 Grant Dollars. Motion Carried: 6-0.

4.c. Resolution 1750, A Resolution Granting an Easement to Mountain Parks Electric to Install Conduit for Electric Within Town-Owned Right-of-Way

Community Development Director James Shockey stated this is a simple request from Mountain Parks Electric for an easement of a right-of-way. Mr. Shockey stated the easement is a short distance from an existing underground conduit Mountain Park already has easements for to where the Rendezvous Center is being built on Rendezvous Way. Mr. Shockey stated in exchange Mountain Parks will remove a transformer that sits in the way of future sidewalks.

Councilor Art Ferrari moved and Mayor Pro Tem Nick Kutrumbos seconded the motion approving Resolution 1750, A Resolution Granting an Easement to Mountain Parks Electric to Install Conduit for Electric Within Town-Owned Right-of-Way. Motion Carried: 6-0.

4.d. Appointment for Construction Board of Appeals

Community Development Director James Shockey stated this is a yearly housekeeping item, every year one member of the Construction Board of Appeals retires, and a new member is brought on. Mr. Shockey stated the new member is Brian Dornbusch. Mr. Shockey stated Staff recommends appointing the Board of Appeals members.

Councilor Art Ferrari moved and Mayor Pro Tem Nick Kutrumbos seconded the motion approving the Appointments for the Construction Board of Appeals. Motion Carried: 6-0.

4.e. Fraser River Trail Interpretive Trail Clarification

Town Manager Keith Riesberg stated Council may recall from the last workshop the proposal from Headwaters River Journey and Roam for the Fraser River Interpretive Trail project to install features and signage along the Fraser River Trail. Mr. Riesberg stated the proposal is asking for Town of Winter Park to be the applicant for a GOCO grant to help fund this project. Mr. Riesberg stated a few questions need some clarification, where will the gap in funding come from, as well as who will be responsible for the maintenance and possible future replacement of features along the trail. Mr. Riesberg stated logistics still need to be worked out if Council gives direction to move forward with this project. Mr. Riesberg stated this project is not in the capital improvement plan or Staff's work plan, that is why this item was brought to workshop to get consensus from Council. Mr. Riesberg stated unfortunately only three council members were present for that workshop, that is why this item is on the agenda this evening to get direction from Council. Vogel and Associates Kevin Vogel stated they are currently talking to community stakeholders as well to invest in this project, and he feels it would give a lot more leverage to the project if Town of Winter Park was supportive and involved. Mr. Vogel stated they are actively pursuing stakeholders but without the GOCO grant application this project goes nowhere. Mr. Vogel stated if they don't get the full amount of the budget, the project good go in phases. Mr. Vogel stated they rolled out a pretty comprehensive and viscous plan but they would like to start somewhere, they have good stake holder support, and if Council were to authorize the GOCO grant application it would help them

secure more contributions. Mr. Riesberg stated the downside is not having a clear understanding of the budget, as well as not knowing who is responsible for maintaining these areas of the trail and the long-term liability of new infrastructure as the project moves forward. Mr. Riesberg stated he is not saying this isn't a worthwhile project, it just isn't in the upcoming Staff plans, however Council can change that direction if they choose to. Council discussed and asked questions to Mr. Vogel and Mr. Riesberg. Headwaters Center's Kristen Ashworth-Fanch described how the grant funding works to Council. Council agreed the project is a worthwhile however it is moving a little fast, and they need to better understand the logistics. Mr. Riesberg stated this is a great project, however there are definite details that Staff need to work through. Mayor Lahrman asked Mr. Vogel if he would give Council and Staff some time to work with them on this project, and then this project can be brought back again to Council as a workshop topic. Mr. Vogel stated that is fair, his request tonight is for the directive to keep it moving forward. Council and Staff agreed to keep moving forward.

5. Town Manager's Report

5.a. New Assistant Town Manager Introduction, Alisha Janes

Town Manager Keith Riesberg introduced the new Assistant Town Manager Alisha Janes. Mr. Riesberg stated Mrs. Janes will be managing the workforce housing initiative, Town's sustainability initiatives, and policy and code updates. Mr. Riesberg stated there is a new electric charging station in the Hideaway Station parking garage that was partially funded with grant dollars from the State.

6. Mayor's Report

Nothing to Report.

7. Town Council Items for Discussion

Mayor Pro Tem Nick Kutrumbos stated he spent some time with Colorado's Congressman Joe Neguse on a small business panel in Boulder. Mr. Kutrumbos stated a few of the major talking points were; minimum wage, sustainability, and the environment. Mr. Kutrumbos stated he will probably be meeting quarterly and Winter Park has good representation. Mr. Kutrumbos stated Mr. Neguse is very receptive and likes to hear from stakeholders and community partners.

8. Executive Session

8.a. Executive Session for the purposes of a conference with the Town Attorney to receive legal advice on specific legal questions pursuant to C.R.S. 24-4-402(4)(b), regarding Cornerstone Litigation; and

8.b. To discuss the purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest, pursuant to C.R.S. 24-4-402(4)(a), for which a topic cannot be disclosed without compromising the purpose of the executive session; and

8.c. To determine positions relative to matters that may be subject to negotiations; developing strategies for negotiations; and instructing negotiators; pursuant to C.R.S. 24-4-402(4)(e), regarding the Roam and Rendezvous Developments.

Councilor Art Ferrari moved and Mayor Pro Tem Nick Kutrumbos seconded the motion to go into Executive Session in accordance with C.R.S. Title 24, Section 4, Subsection 402(4)(b), C.R.S. 24-4-402(4)(a), and C.R.S. 24-4-402(4)(e). Motion Carried: 6-0.

Upon conclusion of the discussion, the motion was made by Councilor Art Ferrari and seconded by Mayor Pro Tem Nick Kutrumbos and unanimously carried to return to Regular Session. Those in attendance at that time were: Mayor Jimmy Lahrman, Mayor Pro Tem Nick Kutrumbos, Councilors Jim Myers, Art Ferrari, Mike Periolat, Chris Seemann via phone, Chuck Banks via phone. Town Attorney Patrick Wilson, Town Manager Keith Riesberg, Community Development Director James Shockey, Finance Director Lizbeth Lemley, Assistant Town Manager Alisha Janes, and Town Clerk Danielle Jardee.

There being no further business to discuss, upon a motion regularly adopted, the meeting was adjourned at 8:15 p.m.

The next scheduled meeting of the Town Council will be Tuesday, February 18, 2020 at 5:30 p.m.

Danielle Jardee, Town Clerk



**TOWN OF WINTER PARK
TOWN COUNCIL
February 18, 2020**

SPECIAL EVENT PERMIT –PUBLIC HEARING

Applicant: NSCD, Wells Fargo Cup

Staff Contact: Dani Jardee, Town Clerk

Event Description: The Wells Fargo Cup is an annual ski tournament fundraiser for the NSCD (National Sports Center for the Disabled) it is held at the base of Winter Park Resort from Friday, February 21 through Sunday, February 23. This event includes ski racing, food and beverages, and a silent auction.

Staff Comments: The Special Event Permit application was received, reviewed and approved by Town staff. Notification of the Public Hearing on the permit was published in the Middle Park Times and Sky Hi News on February 6, 2020. No comments have been received.

Attachments: Application and Map

Staff Recommendation

Staff recommends the Town Council grant the Special Events Permit.



Special Event Permit Application

Please complete each section; additional sheets may be used if necessary. If your group will be serving alcohol, please complete Form DR 8439 also. Alcohol served in bottles or cans are never permitted at events.



Name of Applicant: National Sports Center for the Disabled

Mailing Address of Applicant: 1801 Mile High Stadium Circle #1500

Contact Name: Cassie Jahn Contact Number: 303-293-5311

Contact Email: cjahn@nscd.org

Type of Special Event (i.e. fundraiser, concert): Ski tournament fundraiser

Address of Special Event: P.O Box 1290 Winter Park, Co 80482

Do you have written permission to use the premises? Yes No

Exact dates and times of the event:

Event Dates: Friday, February 21 - Sunday, February 23, 2020 ALL DAY. Set-up dates: Wednesday, February 19 - Thursday, February 20, 2020

Explain the nature of your organization, its function, and who/what benefits from its operations:

The NSCD offers adaptive lessons for individuals and groups of people with disabilities in a variety of action sports, adventure sports and competitive programs. Athletes with any physical, cognitive, emotional or behavioral diagnosis can participate in sports and recreation programs year-round in Colorado's Front Range and mountains.

Who or what organization will be the recipient of the funds derived from this event?

National Sports Center for the Disabled

Number of expected attendees: 4,000

Describe the premises where the event will take place:

Winter Park Resort: Village, West Portal, Base area, slopes

What type of security will be provided? Volunteer personnel

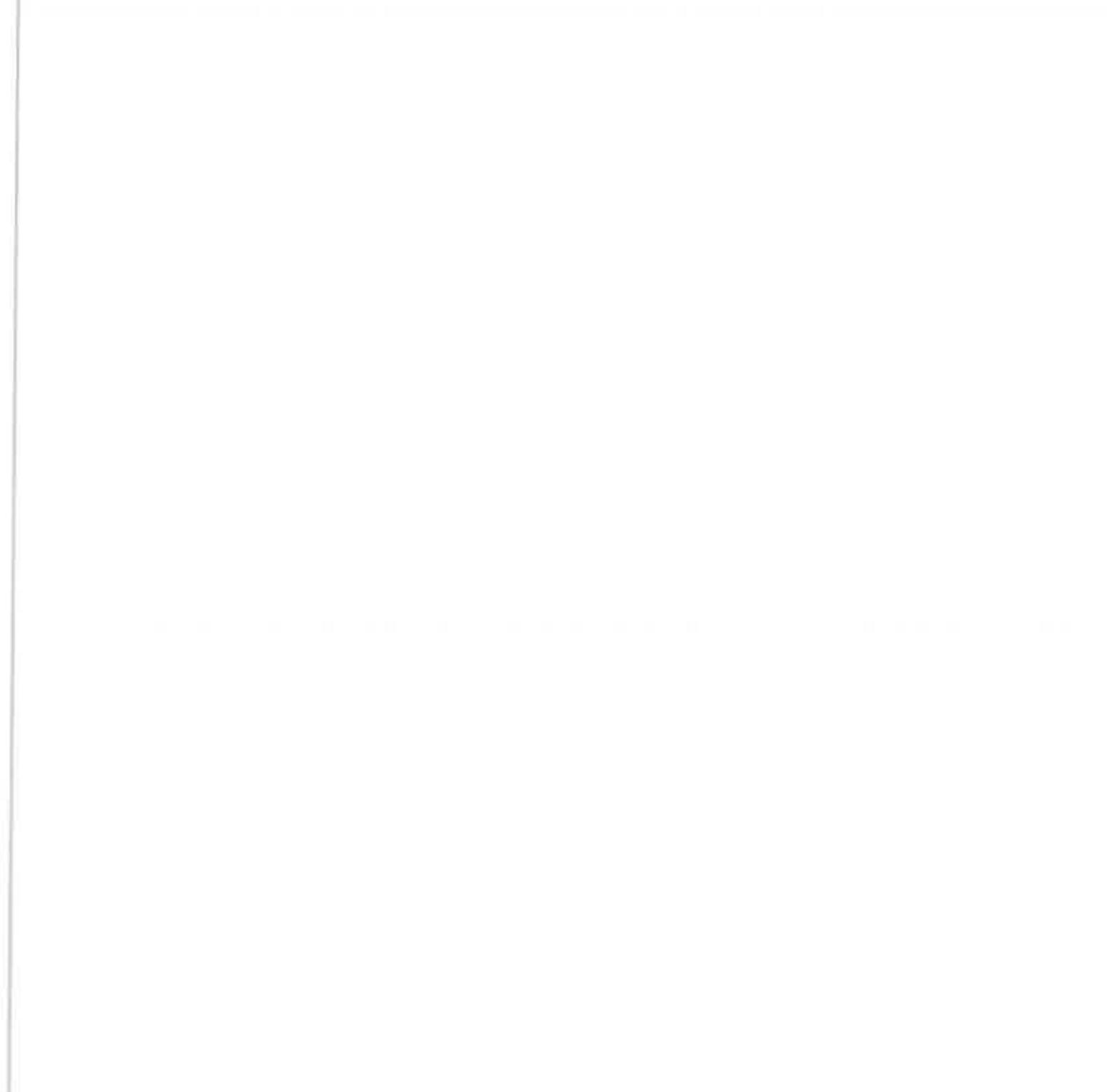
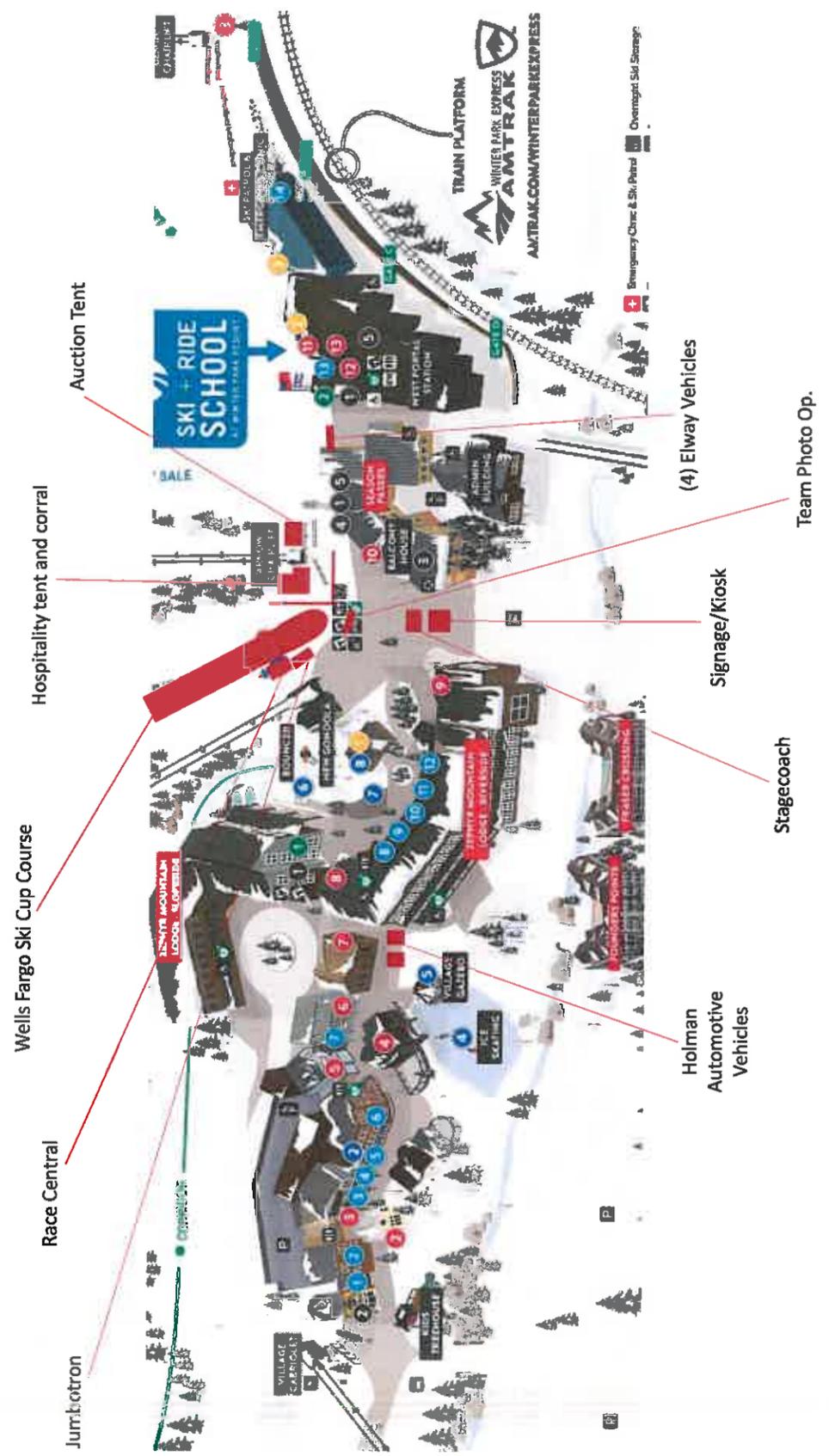
Number of security personnel: 150 How will they be identified? Volunteer Vests

If the event is being held outdoors, how will the exterior boundaries of the premises be marked?

Yes. The perimeter will be set with fencing

What type of entertainment will be provided at the event?

Event MC, Hospitality Tents, etc. No live entertainment.





MEMO

TO: Town Council
FROM: Gerry Vernon
DATE: 02/18/2020
RE: Contract Award – Town Engineering Services

BACKGROUND

During the development of the 2020 budget, the Town Council requested that staff conduct a request for qualifications process for Town Engineering Services. The last time this was done was approximately eight years ago and the Council thought it was time check the market for services.

ANALYSIS

Staff began a Request for Qualifications process last November and we received a good response from area engineering firms. Nine engineering firms submitted qualification data sheets and resumes in response to our request. An internal screening committee comprised of Keith Riesberg, James Shockey, and myself selected the following four firms to interview:

- HCL Engineers – Greenwood Village, Colorado
- JVA Engineers - Winter Park, Colorado
- Marcin Engineering – Avon, Colorado
- SGM Engineers – Glenwood Springs, Colorado

While this was a qualifications-based selection, Staff also received the hourly rate sheets from each of the four firms with the following results:

Firm	Principal	Project Engineer
HCL	225	135
JVA	160	132

SGM	178.2	126	with 10% discount
Marcin	219	117	with 10% discount

Staff recommends the contract for Town Engineering Services be awarded to JVA Engineers for the following reasons:

JVA's rates were at the low end of the spectrum amongst the four firms.
 JVA has had a long-standing relationship with the Town that has been successful.
 JVA's local presence offer many advantages and cost savings to the Town.

RECOMMENDATION

Staff recommends the Town Council award the contract for Town Engineering Services to JVA Engineers for an initial three-year term with two one-year extensions for a total of five possible years. Staff requests the following motion:

I move to approve Resolution 1751 that awards the contract for Town Engineering Services to JVA Engineers.

Alternative Motion

In the event the Town Council wishes to not award the bid, staff recommends the Town Council make the following motion:

I move to deny the award of contact to JVA Engineers due to the following findings of fact:

- _____
- _____
- _____

TOWN OF WINTER PARK

**RESOLUTION NO. 1751
SERIES OF 2020**

A RESOLUTION APPROVING TOWN ENGINEERING SERVICES

WHEREAS, State Statutes require municipalities to have a Colorado certified engineer or other certified officer to make public improvements and provide direction in normal municipal operations;

WHEREAS, JVA Engineers has provided said engineering services to the Town of Winter Park for many years;

WHEREAS, during the development of the 2020 budget, the Town Council instructed staff to hold a request for qualifications process to designate a firm with the best qualifications to serve the Town's needs;

WHEREAS, Town Staff held the request for qualifications process beginning in November of 2019 and soon thereafter interviewed four selected firms to provide said services and;

WHEREAS, JVA Engineers was ultimately recommended as the best qualified firm and further recommends the award of a three-year contract with possible two – one-year extensions.

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Winter Park, Colorado to award Town Engineering Services to JVA Engineers for said term of contract.

PASSED, ADOPTED AND APPROVED this 18th day of February, 2020 by a vote of _____ to _____.

TOWN OF WINTER PARK

_____ Jimmy Lahrman, Mayor

ATTEST: _____

Danielle Jardee, Town Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ___ day of _____, 2020 (the "Effective Date"), by and between the Town of Winter Park, a Colorado home rule municipality with an address of P.O. Box 3327, 50 Vasquez Road, Winter Park, Colorado 80482 (the "Town"), and JVA Consulting Engineers, Inc., an independent Engineer with a principal place of business at 1319 Spruce Street Boulder, Colorado 80302 ("Engineer") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires general engineering services; and

WHEREAS, Engineer has held itself out to the Town as having the requisite expertise and experience to perform the required engineering services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Engineer shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Engineer proceeds without such written authorization, Engineer shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date and shall continue for a period of 3 years, unless terminated as provided herein.

B. Either Party may terminate this Agreement upon 7 days' advance written notice. The Town shall pay Engineer for all work previously authorized and completed prior to the date of termination. If, however, Engineer has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Engineer, the Town shall pay Engineer in accordance with the invoice procedures and standard rates as provided in **Exhibit B**, attached hereto and incorporated herein by this reference.

IV. PROFESSIONAL RESPONSIBILITY

A. Engineer hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Engineer shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Engineer hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the Town hired Engineer for its professional expertise, Engineer agrees not to employ subcontractors to perform any work under the Scope of Services.

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Engineer shall be exclusively owned by the Town. Engineer expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Engineer hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Engineer.

VI. INDEPENDENT CONTRACTOR

Engineer is an independent Contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Engineer to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Engineer for all purposes. Engineer shall make no representation that it is a Town employee for any purposes.

VII. INSURANCE

A. Engineer agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Engineer pursuant to this Agreement. At a minimum, Engineer shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Workers' Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury,

broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and Engineers as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be cancelled, terminated or materially changed without at least 30 days' prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its Engineers shall be excess and not contributory insurance to that provided by Engineer. Engineer shall be solely responsible for any deductible losses under any policy.

C. Engineer shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

Engineer agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Engineer, any subcontractor of Engineer, or any officer, employee, representative, or agent of Engineer, or which arise out of a worker's compensation claim of any employee of Engineer or of any employee of any subcontractor of Engineer. Engineer's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Engineer, any subcontractor of Engineer, or any officer, employee, representative, or agent of Engineer or of any subcontractor of Engineer. If Engineer is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Engineer's obligation to indemnify and hold harmless the Town may be determined only after Engineer's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, Engineer hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Engineer will participate in either the E-Verify

Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Engineer shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to Engineer that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. If Engineer has employees, Engineer has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Engineer shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Engineer obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under this Agreement, Engineer shall: notify the subcontractor and the Town within 3 days that Engineer has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Engineer shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under this Agreement.

D. Duty to Comply with Investigations. Engineer shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Engineer is complying with the terms of this Agreement.

E. Affidavits. If Engineer does not have employees, Engineer shall sign the "No Employee Affidavit" attached hereto. If Engineer wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Engineer shall sign the "Department Program Affidavit" attached hereto.

X. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Grand County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent prepaid, first-class United States Mail to the party at the address set forth on the first page of this Agreement.

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

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

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

EXHIBIT A
SCOPE OF SERVICES

Engineer's Responsibilities.

During the Term of this Agreement, Engineer shall perform the following duties, as directed by the Town:

- A. Engineer shall provide Engineering Services and Support Services to the Town.
- B. Engineering Services shall include without limitation: engineering feasibility studies, preliminary and detailed final designs, design reviews, evaluating and preparing drawings and specifications packages, bid analysis and procurement, construction management services, start up, training, and preparation of operations and management manuals. These services are available in the areas of water supply, wastewater and stormwater management, hazardous materials, wetland treatment, roads and bridges.
- C. Support Services shall include without limitation: permitting, regulatory compliance, field investigations, stream bank and channel restoration, revegetation, surface water and groundwater sampling and monitoring, water and wastewater Engineering and design services, construction monitoring, hydrologic investigations, land use and master planning, transportation planning, noise analyses, cultural and historical resources investigations, recreation facility and park designs, hazardous materials management and remediation, storm water management, wetlands and riparian areas management, wetland design services, geology and slope stability evaluations, mitigation designs, water quality protection and management, computer-aided design (CAD) and geographical information system (GIS) services, and fish and wildlife studies, including habitat development and management.
- D. Products of these services may include without limitation: technical reports, literature reviews, maps, preliminary and detailed plans, construction record document preparation and/or review, design specifications, feasibility studies, data analyses, cost estimates, evaluations, visual simulations, and presentations to the Town staff or the Town Council.
- E. The Town shall coordinate the Engineer's Professional Services with the services of others involved in a project. The Town shall be the general administrator and coordinator of the professional services that the Town may engage independently for a project and shall facilitate the exchange of information among the other independent professionals retained by the Town for the project as necessary for the coordination of their services.
- F. Engineer shall give written notice, within 48 hours, to the Town whenever Engineer observes or otherwise becomes aware of any development or circumstance that affects the scope or timing of Engineer's services, or any defect or nonconformance in the work of any Engineer affecting the Town and/or the Town's infrastructure.
- G. The Town's requests for services from Engineer will be made on one of two bases:
(i) As-Needed; or (ii) Project-Specific:

1. As-Needed Services may be more general in nature and need not be tied to a particular project, and can be initiated by communications between the Town Manager or designee, with Engineer via email, phone, written or verbal direction.
2. Project-Specific Services will be tied to a Project and supported by a concise statement of the engineering or environmental work to be performed or a description of the desired engineering or environmental service to be provided by Engineer (the "Project Statement"). The Project Statement will include hourly estimates with a top set "not to exceed number" and a schedule to complete the work to be performed or the services to be provided. The Project Statement and schedule for completing the Project will be approved by the Town.

**EXHIBIT B
COMPENSATION**

NO EMPLOYEE AFFIDAVIT

[To be completed only if Engineer has no employees]

1. Check and complete one:

I, _____, am a sole proprietor doing business as _____. I do not currently employ any individuals. Should I employ any employees during the term of my Agreement with the Town of Winter Park (the "Town"), I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

I, _____, am the sole owner/member/shareholder of _____, a _____ [specify type of entity – *i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

I am a United States citizen or legal permanent resident.

The Town must verify this statement by reviewing one of the following items:

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both Engineer's citizenship/lawful presence and identity.*

OR

I am otherwise lawfully present in the United States pursuant to federal law.

Engineer must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to the Town.

Signature

Date

DEPARTMENT PROGRAM AFFIDAVIT

[To be completed only if Engineer participates in the Department of Labor Lawful Presence Verification Program]

I, _____, as a public Engineer under contract with the Town of Winter Park (the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Agreement") with the Town within 20 days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Agreement; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Agreement.

Signature

Date

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2020, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

MEMO

TO Town Council
FROM Hugh Bell, Planner
THRU James Shockey, Community Development Director
DATE February 18, 2020
RE Parking Reduction – Hideaway Park Brewery / Event Space, Fraser Valley
Hotdog

General Information

The Town has received a request from Hideaway Park Brewery for a reduction in off-street parking as permitted in Section 3.9 of the [Standards and Specifications for Design and Construction](#) (Standards). The request is to reduce the parking requirements for the complex by 64% as this complex has always been under parked with three businesses located in the complex. Parking was recalculated for the property when the existing retail area (Divide Board Shop) was converted to an event space for the brewery. Anytime a property has a change in use, staff is required to recalculate parking for the property.

Per Section 3.9 of the Standards, the Town can permit a reduction in parking requirements if the reduction provides for a more efficient use of surface area with less land area devoted to parking. In considering the amount of deduction that should be permitted, the Town shall take into account the magnitudes and times of operation of all uses proposed, availability of other public or private parking structures or areas at reasonable distances within the district, availability of remote employee parking in this or other districts where permitted, and other factors as the Town deems pertinent. The Town may request of any applicant a plan showing all planned or proposed parking spaces and an analysis of the parking demand for the specific uses proposed. In the D-C and R-C districts, a payment-in-lieu of providing required parking may be accepted by the Planning and Zoning Commission. The amount shall be equal to the actual cost of providing hard-surfaced parking stalls (10' x 20'), plus access drive (10' x 12').

A breakdown of the parking requirements for the businesses can be found on the next page. 22 parking spaces are required per the Standards; the property currently has 8 spaces available. If the parking reduction is applied, the required spaces are reduced to 12. The applicant states that a variance should be granted for the following reasons –

- Our taproom is located within a block of 5 bus stops and across the street from the newly built transit center. As a community we have taxed locals and tourists and steered them toward the use of our public transportation.
- Directly across the street from our taproom is the Winter Park Parking Garage. We have a 3-story parking garage that is owned by the Town of Winter Park. Once again as a community we encourage parking in this public garage.

- Our business is in a dense urban district. We have street parking on both sides of the road for the entire block surrounding our business. These parking spaces are utilized by our customers and the customers of our adjacent businesses.

The businesses are located downtown where on-street parking is currently located on US Hwy 40 and in close proximity to future on-street parking with the newly developed Ski Idlewild Road. The location is also on the transit route and is within 350 walking feet of a public parking garage. Alternative modes of transportation are available to this property.

Off-Street Parking Requirements					
Use	Sqft	Employees	Parking Ratio	Calculation	Required Parking
Fraser Hot Dog	195	2	1 space for every 100sqft of gross floor area	100	1.95
Hideaway Park Brewery	1000	2	1 space for every 100sqft of gross floor area	100	10
Hideaway Park Event Space	766	2	1 space for every 100 sqft of gross floor area	100	7.66
Hideaway Park Office	220	0	1 space for every 400sqft of gross floor area	400	.55
Employee			1 space for every 3 employees	0.33	2
Provided Parking – 8 on-site				Total Required	22.16
Requested Reduction in Off-Street Parking Requirements					
Use	Sqft	Employees	Parking Ratio	Calculation	Required Parking
Eating and Drinking Establishments	1961		1 space for every 200sqft of gross floor area	200	9.8
Office	220		1 space for every 800sqft of gross floor area	800	.27
Employee			1 space for every 3 employees		2
				Total Required	12.07

Planning Commission Recommendation

The Planning Commission reviewed the request on February 11, 2020 and recommended approval of the parking reduction for Hideaway Park Brewery with no conditions. The Commission cited that this parking reduction conforms with goals of the upcoming Downtown Plan because it supports effective utilization of limited spaces and encourages use of underutilized parking facilities.

Staff Recommendation

Staff is in favor of the parking reduction. The building has historically operated with the limited parking that is available on the property. In addition, there are sidewalks in the area and a transit stop within 200 feet of the property allowing the public to get to the businesses without having a vehicle. A public parking garage is available with 350 feet of the businesses.

Staff recommends the Town Council approve the parking reduction by adopting Resolution 1752, Series 2020, a resolution approving a parking reduction in accordance with Section 3.9 of the Standards and Specifications for Design and Construction.

TOWN OF WINTER PARK
RESOLUTION NO. 1752
SERIES OF 2020

A RESOLUTION APPROVING A VARIANCE TO THE PARKING REQUIREMENTS OF SECTION 3.9 OF THE STANDARDS AND SPECIFICATIONS FOR DESIGN AND CONSTRUCTION, FOR HIDEAWAY PARK BREWERY AND EVENT SPACE AND FRASER VALLEY HOT DOG

WHEREAS, Section 3.9 of the Town's Standards and Specifications for Design and Construction (the "Standards") outlines the parking requirements for commercial uses in the Town;

WHEREAS, Hideaway Park Brewery and Event Space and Fraser Valley Hot Dog, located at 78927 US Highway 40 (the "Property"), have requested a variance from the parking requirements of Section 3.9;

WHEREAS, the Property is located within 350 walking feet of a public parking structure, is in close proximity to future on-street parking, is located within 200 walking feet to a public transit stop, and has historically operated with limited parking;

WHEREAS, the Standards allow for a reduction in parking requirements if public parking structures or other parking areas are located within reasonable distances; and

WHEREAS, the Planning Commission reviewed the request on February 11, 2020 and recommended that the Town Council approve the variance.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of Winter Park, Colorado as follows:

1. Findings. The Town Council hereby finds and determines that the variance request meets all of the applicable criteria set forth in Section 3.9 of the Standards.
2. Decision: Based on the foregoing findings, the Town Council hereby approves a variance in the parking requirements, reducing required parking from 22 spaces to 8 spaces.

PASSED, ADOPTED, AND APPROVED this 18th day of February, 2020.

TOWN OF WINTER PARK

Jimmy Lahrman, Mayor

ATTEST:

Danielle Jardee, Town Clerk

MEMO

TO Town Council
FROM James Shockey, Community Development Director
THRU Keith Riesberg, Town Manager
DATE February 18, 2020
RE Grant Revision – Stoked Meeting House

In September of 2018, the Stoked Meeting House applied for and received a grant for \$34,628.00 to add a new patio, patio fencing, lighting, glass doors, bike racks, public bike wash station, window shutters, window boxes, and landscaping.

Mihaly Horanyi, owner of Stoked Meeting House has now requested to make revisions to their original approved proposal and reduce the scope of the project. This was not requested until the paperwork was turned in for reimbursement at the end of December 2019. When staff reviewed the reimbursement request, it was discovered that a majority of the work had not been completed. The applicant signed a Commercial Enhancement Agreement which states –

- A. The Property Owner shall complete the improvements set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Project"), in compliance with all applicable local, state and federal standards and regulations.
- B. A change in the Project shall not be effective unless authorized as an amendment to this Agreement. If the Property Owner proceeds without such written authorization, the Property Owner shall be deemed to have waived reimbursement under this Agreement.

The original grant amount was \$34,628.00 and with the proposed reduction in scope, the grant amount has been reduced to \$12,464.63.

Staff is requesting Council review the grant revision since it does constitute a change in the original proposal, and a change in the resolution passed by Council. If the change is accepted, a new resolution will need to be signed.

Original Evaluation Criteria

When this grant was originally awarded, Town Council used the following criteria to evaluate the proposal:

- Potential beneficial impact on pedestrian/business activity.
- Overall effect on said commercial area regarding components such as traffic flow, pedestrian accessibility, beautification, design and use.
- The degree of beneficial impact on the commercial area.
- The uniqueness of the project.
- The amount of visual enhancement to areas viewed by large numbers of people.
- Whether the project creates an area that is pedestrian friendly or that encourages people to gather.

- Conformance to the character of the neighborhood and compliance with the spirit of the Winter Park Design Regulations and Guidelines.
- Other relevant factors as deemed important by the Town Council and or Planning Commission.

Staff Comments

The original proposal included a much larger renovation of the property than what was completed during the summer of 2019. The original proposal included:

- Demolition
- Patio sliding doors
- Clerestory windows
- Concrete patio
- Patio fencing
- Patio lighting
- Patio seating and umbrellas
- New trusses and public covered porch
- North side gardens and fencing
- Bike wash station
- Shutters
- North side landscaping; grass; edging; and concrete walks

The applicant submitted for reimbursement on:

- Demolition
- Clerestory windows
- Concrete patio
- New trusses and public covered porch
- Patio seating (no umbrellas)

The applicant provided the following explanation for requesting an amendment to the grant proposal:

- Patio sliding doors
 - The grant proposal was submitted before the remodeling started, and installing the sliding patio doors turned out to be technically more difficult and much more expensive than envisioned.
- Patio fencing / Patio Lighting
 - At the time of the proposal submission, we thought that serving beer would require fencing apparently that is not the case.
- Patio seating and umbrellas
 - Oh ... we went through several umbrellas on the patio, none lasted more than a few weeks due to the winds.
- North side gardens and fencing, Bike wash station, Shutters, North side landscaping; grass; edging; and concrete walks
 - These remained incomplete, as our plans for the property matured.

The improvements that were completed made a positive impact on the business but staff feels certain items that were not completed should be to help complete the project and make the beneficial impact that the grant was approved for. The concrete patio is a nice addition to the property but the proposed fence that surrounded it and the landscaping would enhance the property and make it stand out, especially to pedestrians walking along the sidewalk. The landscaping, edging and window boxes along the north side of the building would also provide visual enhancement to the property particularly with the dirt parking lot that is currently there. The proposed bike racks on the property could also improve the cyclist experience for the business as other places in Town have issues with bikes leaning against fences and out into the sidewalks.

Staff is requesting the Town Council discuss the Commercial Enhancement Grant and determine if the requested reduction still meets the original elevation criteria listed above. Staff will draft a resolution for the next Council meeting based on the decision of the Council.

From: [Mihaly Horanyi](#)
To: [James Shockey](#)
Cc: [Horanyi Mihaly](#); [Hugh Bell](#); [Hasenfratz Anna](#); [Andras](#)
Subject: Re: Stoked Commercial Enhancement Grant
Date: Wednesday, January 29, 2020 9:33:08 PM

Dear Mr. Shockey,

Thank you for your followup mail.

These items remained on our proposed list - and we would like to ask for your approval not to complete them.

- Patio sliding doors

The grant proposal was submitted before the remodeling started, and installing the sliding patio doors turned out to be technically more difficult and much more expensive than envisioned.

- Patio fencing
- Patio lighting

At the time of the proposal submission, we thought that serving beer would require fencing - apparently that is not the case.

- Patio seating and umbrellas

Oh ... we went through several umbrellas on the patio, none lasted more than a few weeks due to the winds.

- North side gardens and fencing
- Bike wash station
- Shutters
- North side landscaping; grass; edging; and concrete walks

These remained incomplete, as our plans for the property matured.

We are now in discussion with the city to build additional housing for long term rentals.

We would like to request an amendment to our original proposal to accept our partially completed list, and ask for reimbursement from the city for the completed items.

Thank you for your consideration.

Sincerely,

Mihaly Horanyi

On Jan 28, 2020, at 12:21 PM, James Shockey <jshockey@wpgov.com> wrote:

Mr. Horanyi,

This email is in response to your submittal for reimbursement for the Commercial Enhancement Grant. Stoked Meeting House applied for a Commercial Enhancement Grant in August 2018. The Town approved the grant request on September 18, 2018 for a total reimbursement of \$34,628.00, as the total estimated cost of improvements totaled \$86,033.00. The Town agreed to reimburse Stoked Meeting House, contingent upon your company carrying out the following items:

- Demolition
- Patio sliding doors
- Clerestory windows
- Concrete patio
- Patio fencing
- Patio lighting
- Patio seating and umbrellas
- New trusses and public covered porch
- North side gardens and fencing
- Bike wash station
- Shutters
- North side landscaping; grass; edging; and concrete walks

The last week of December, you submitted your receipts for what was completed:

- Demolition
- Clerestory windows
- Concrete patio
- New trusses and public covered porch
- Patio seating (no umbrellas)

The attached Commercial Enhancement Grant Agreement states –

- A. The Property Owner shall complete the improvements set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Project"), in compliance with all applicable local, state and federal standards and regulations.
- B. A change in the Project shall not be effective unless authorized as an amendment to this Agreement. If the Property Owner proceeds without such written authorization, the Property Owner shall be deemed to have waived

reimbursement under this Agreement.

In order for the Town to reimburse you per the agreement, the improvements must be installed per Exhibit A or you need to request an amendment to the Agreement as stated above. In addition, we will need you to sign the Grant Agreement.

Please let me know how you would like to proceed.

Thanks,

James Shockey

Director | Community Development

50 Vasquez Rd. | P.O. Box 3327

Winter Park, CO 80482

970.726.8081 x206



<Commercial Enhancement Grant Agreement - Stoked Meeting House.pdf>

Mihaly Horanyi

Laboratory for Atmospheric and Space Physics, and Department of Physics

1234 Innovation Drive, Boulder, CO 80303-7814

Phone: (303) 492-6903, [E-mail: horanyi@colorado.edu](mailto:horanyi@colorado.edu)

<http://lasp.colorado.edu/~horanyi>

MEMO

TO Town Council
FROM Mara Owen, Planner
THRU James Shockey, Community Development Director
DATE September 18, 2018
RE Commercial Enhancement Grant Application- Stoked Meeting House

In 2000, the Winter Park Commercial Enhancement Grant Program established a fund that can be utilized by local organizations or businesses to beautify their property to encourage pedestrian/business activity in commercial areas.

Staff has received a grant application from Stoked Meeting House. Staff is requesting Council review the application to determine if it meets the intent of the criteria outlined below.

Evaluation Criteria

The Town Council shall consider the potential beneficial impact on pedestrian/business activity of each application, as well as the overall effect on said commercial area regarding components such as traffic flow, pedestrian accessibility, beautification, design and use.

In addition, the Council shall evaluate each proposal based on the following criteria:

- The degree of beneficial impact on the commercial area.
- The uniqueness of the project.
- The amount of visual enhancement to areas viewed by large numbers of people.
- Whether the project creates an area that is pedestrian friendly or that encourages people to gather.
- Conformance to the character of the neighborhood and compliance with the spirit of the Winter Park Design Regulations and Guidelines.
- Other relevant factors as deemed important by the Town Council and or Planning Commission.

Grant Application

The following grant was submitted -

Business	Project	Requested Grant Amount
Stoked Meeting House	New Patio fencing, lighting, covering, glass doors, bike racks, public bicycle wash station, walkways, concrete patio, window shutters, window boxes, and landscaping.	34,628

The applicant would be required to sign a Commercial Enhancement Grant Agreement. A reimbursement request form will need to be filled out for payment once project is complete.

Staff Comments

While evaluating past applications, the Council has particularly focused on three criteria – beautification of the town, landscaping and return on investment. The owner of Stoked Meeting House formerly known as the Mountain Rose Café, Andras Horanyi, is requesting this grant.

Stoked Meeting House is requesting this grant to improve upon and enhance the existing structure of the Mountain Rose building and to make it into a community space for both visitors and residents of the Town.

The applicant feels that these improvements will enhance the Colorado experience and boost Winter Park’s reputation as a top travel destination. As well, the aim of Stoked Meeting House is to create a public gathering place where members of the community can share their stories and dreams with other passionate individuals. The enhancement project is intended to create an environment that is conducive to its goals of becoming a community gathering place.

This project will add several improvements including new patio fencing, lighting, covering, glass doors, bike racks, public bicycle wash station, walkways, concrete patio, window shutters, window boxes, and landscaping which can all be seen visually in the applicant’s attached submission.

Staff is in favor of the community patio area, related landscaping, and bike accessibility improvements. These improvements will improve this section of Main Street and help to encourage pedestrian and bicycle use of the area. This is also a highly visible area and will help improve the look of the Main Street overall.

Planning Commission Recommendation:

The Planning Commission reviewed this application on September 11, 2018 and recommended approval with conditions because the application met the intent of the grant, is a historic and visible landmark in town, and fits with the Town Plan. The conditions are as follows:

- The applicant shall revise the design to add more pedestrian connection to the sidewalk, as that is a large component of the grant intent, and add more landscaping on the north side of the building.

Staff Recommendation:

Staff recommends Town Council approve the Commercial Enhancement Grant for Stoked Meeting House with the approval of Resolution 1641.

APPLICATION

Commercial Enhancement Grant Program

(Please complete the entire application and attach all applicable documents. Incomplete applications will not be accepted.)

Organization/Business Name

Business License No.

Mailing Address/City/State/Zip

Business Phone

Business is (check one):

Non-Profit

For Profit

Contact Person/Title

Contact Email

Project is a(n):

Ongoing Project

One-Time Project

Grant Amount Requested

Total Estimated Cost of Proposal (Please attach an itemized Budget)

Source of Funding in Addition to Grant

Time-Frame for Implementation of Proposal

Recipient Group or Individual to Benefit from Grant

Purpose of Grant -

Please provide diagrams and/or samples (attach additional pages if necessary).

Previous Improvements and/or Accomplishments and Summary of Costs

How would this proposal benefit Winter Park and your Organization/Business? (Please limit response to one additional page, if needed.)

Signature of Applicant

Date

Additional information may be requested.

Please return the complete Application and Attachments to:
Town of Winter Park ~ Planning Department
PO Box 3327/50 Vasquez Road ~ Winter Park, CO 80482
P) 970.726.8081 F) 970.726.8084

SALT WORKSHOP

621 Kalamath Street | Denver Colorado | 80204
2036 Ridgeway Avenue | Colorado Springs Colorado | 80906
saltworkshop.com
970.670.0806

Correspondence To:

The Town of Winter Park
Planning Commissioners &
Board of Trustees

Dear Commissioners & Trustees:

It is with great pleasure that we submit this application for your 2018 Community Enhancement Grant on behalf of the Hasenfratz-Horanyi family. Anna, Mihaly & Andras have been devoting their heart and soul to revitalizing the building formerly known as the Mountain Rose Café. Many of you will also remember this heart-felt space as The Kitchen, back in Rosie's time.

I feel privileged to have been able to work on this project, which has been made even more satisfying by my clients' insistence on maintaining the spirit of this iconic Winter Park building, which might even be considered a cultural landmark by some in town! I have had wonderful experiences in this space myself, in both its previous incarnations, and I honestly believe that the improvements proposed will only make it a better place to meet, enjoy, share, and will also beautify the space significantly.

Andras and his family are dedicated to the idea of creating more than a coffee shop in this space. They really want to see this building continue to be a community gathering space. I think that you will all be excited to see the changes that are taking place here, and will agree that this great old building will become more pertinent than ever to Winter Park's community fabric.

We hope you will consider this request for assistance in carrying on and improving this venerable building's role as a centerpiece for gatherings in Winter Park.

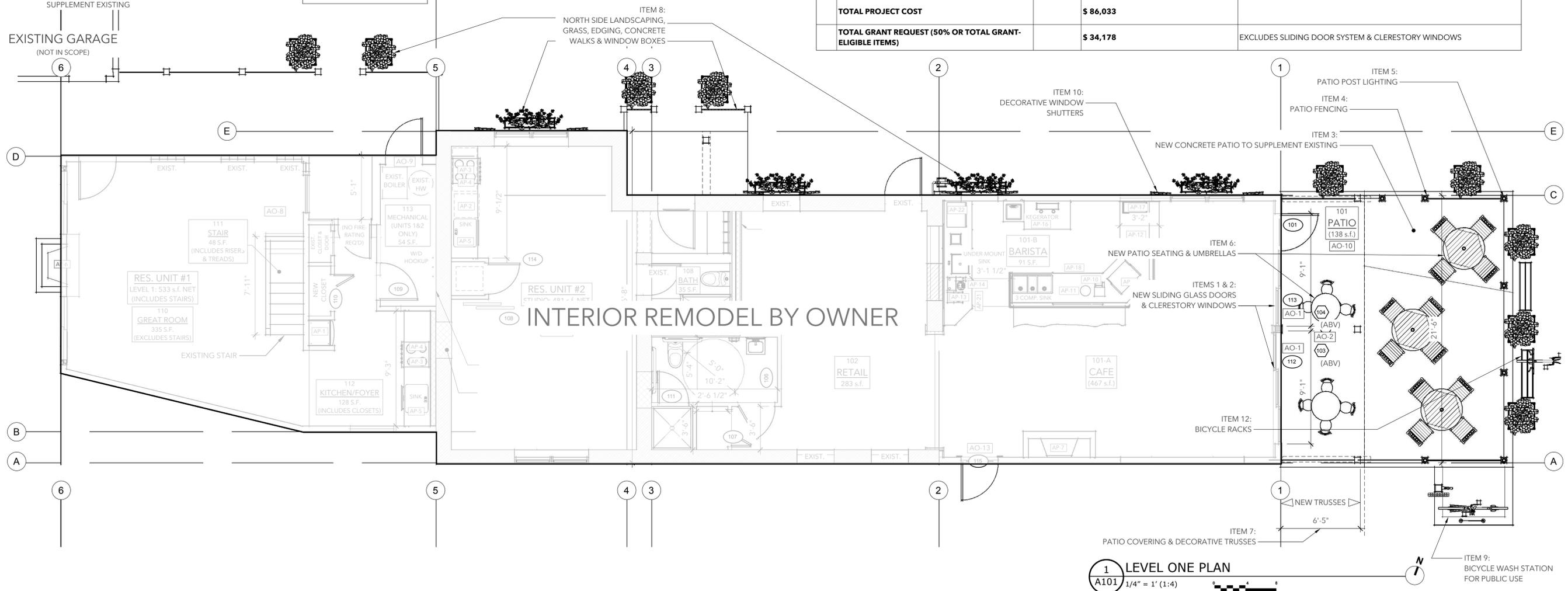
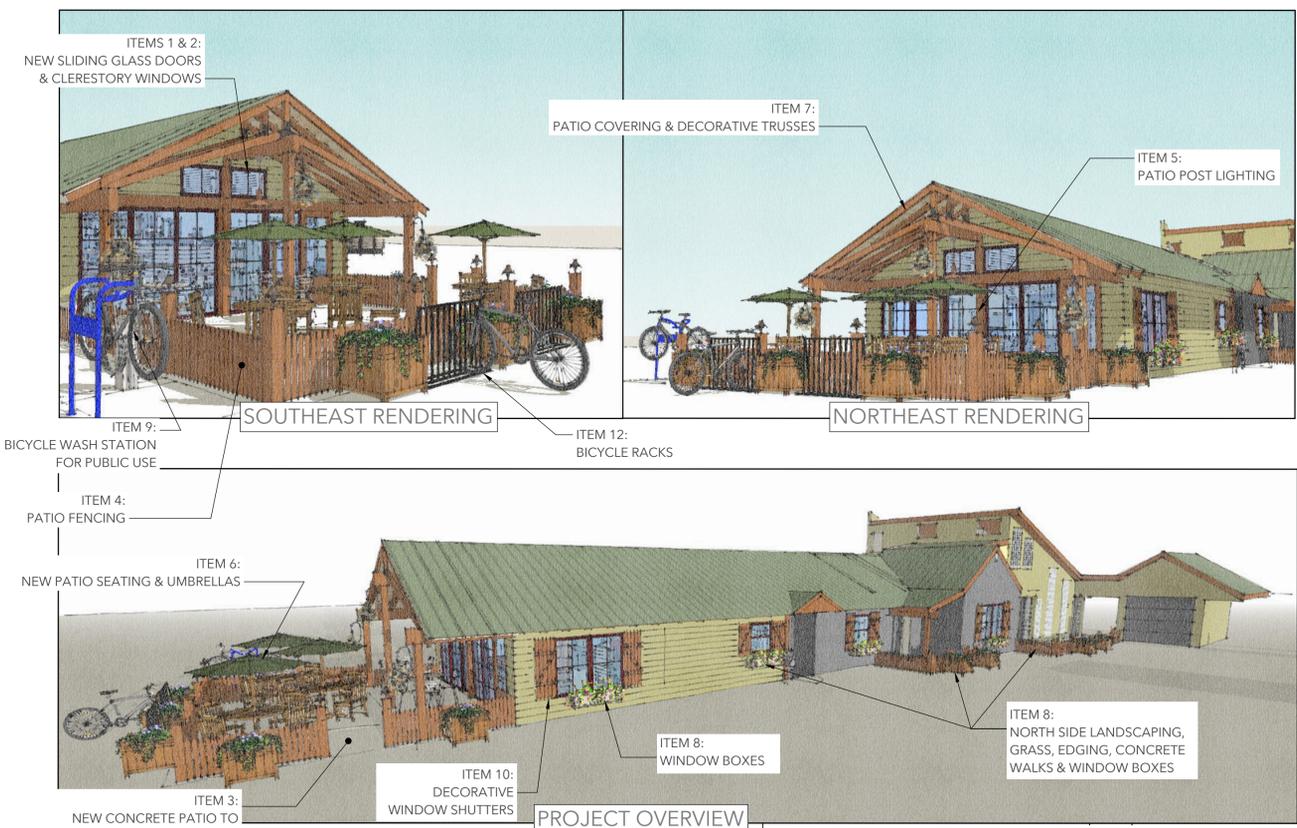
Sincerely,



Timothy H.J. Hodsdon
Principal
SALTworkshop, Ltd.

NO.	REVISION	DATE
1	AS-BUILT	5/21/2018
2	SD-1	5/31/2018
3	SD-2	6/08/2018
4	DD-1	6/21/2018
5	PRICING	7/17/2018
6	ENG. COORD.	8/16/2018
7	PERMIT	8/23/2018
8	GRANT APP	8/23/2018

GRANT APPLICATION ITEMS				
#	DESCRIPTION	QTY.	ESTIMATED COST	NOTES
1	SLIDING DOOR SYSTEM - PATIO ACCESS - DOORS 112 & 113 (PURCHASED BY OWNER)	2	\$ 14,306	THESE ITEMS TO BE INSTALLED SIMULTANEOUSLY WITH GRANT PROJECT ITEMS; BUDGET INCLUDES DEMO, MATERIALS & INSTALL
2	NEW CLERESTORY WINDOWS 103 & 104 (PURCHASED BY OWNER)	2	\$ 3370	
3	CONCRETE PATIO	235 S.F.	\$ 3306	POURED CONCRETE PATIO TO ENHANCE EXISTING PATIO SPACE FOR PUBLIC USE
4	PATIO FENCING	55 L.F.	\$ 2214	30" HIGH CEDAR (OR COMPOSITE) FENCING TO CREATE ENCLOSED SEATING AREA FOR PUBLIC USE
5	PATIO LIGHTING	10 FIXTURES	\$ 2875	LIGHTING TO INCLUDE COVERED PORCH LIGHTING & PATIO FENCE-POST LIGHTING TO ENHANCE PUBLIC-USE SPACE
6	PATIO SEATING & UMBRELLAS	(SEE SCHEDULE)	\$ 8075	OUTDOOR FURNITURE TO INCLUDE BENCHES, SEATING, TABLES AND UMBRELLAS FOR PUBLIC USE; SEATING AREA TO INCLUDE ROSIE'S HISTORIC GARDEN TO THE SOUTH OF BUILDING
7	NEW TRUSSES & PUBLIC COVERED PORCH	2-3 TRUSSES	\$ 16,100	OPENING THE PUBLIC (OUTDOOR) PORTION OF THE PUBLIC SPACE IS A CRITICAL MOVE TO PROVIDE A SEMI-COVERED SPACE FOR PUBLIC VISITORS; CURRENT SPACE IS CRAMPED AND UNWELCOMING; INCLUDES COLUMNS, BEAM SUPPORT & CONCRETE PIERS.
8	NORTH SIDE GARDENS & FENCING	50 L.F.	\$ 2300	PROVISION OF 30" HIGH CEDAR (OR COMPOSITE) SAFETY FENCING AND GARDEN SPACES TO ENHANCE THE NORTH-FACING PORTION OF THE BUILDING & PROPERTY
9	BIKE WASH STATION	1	\$ 1725	CONCRETE PAD; HOSE & SPRAYER HEAD; FREEZE-FREE SPIGOT
10	SHUTTERS	(8) 1'-6"x 4'-4"	\$ 2300	CEDAR OR COMPOSITE WOOD SHUTTERS
11	NORTH SIDE LANDSCAPING; GRASS; EDGING; CONCRETE WALKS	300 S.F.	\$ 17,940	3' CONCRETE WALKS TO DOORWAYS (42 S.F.); SOD (220 S.F.); FLOWER BOXES (5) W/ ANNUALS
12	BICYCLE RACKS	2	\$ 900	
TOTAL PROJECT COST			\$ 86,033	
TOTAL GRANT REQUEST (50% OR TOTAL GRANT-ELIGIBLE ITEMS)			\$ 34,178	EXCLUDES SLIDING DOOR SYSTEM & CLERESTORY WINDOWS



1
A101 LEVEL ONE PLAN
1/4" = 1' (1:4)

Stoked Meeting House: Winter Park

General Contractor: Retail Resources, Inc.

Date: 08/30/2018

\$ 86,033

SITE CONSTRUCTION		
DEMOLITION	2,484	
MATERIAL : SLIDING DOOR SYSTEM - PATIO ACCESS - DOORS 112 & 113	8,280	
INSTALL : SLIDING DOOR SYSTEM - PATIO ACCESS - DOORS 112 & 113	4,784	
NEW CLERESTORY WINDOWS 103 & 104	2,128	
CONCRETE PATIO	3,306	
PATIO FENCING	2,214	
PATIO LIGHTING	2,875	
PATIO SEATING & UMBRELLAS	8,050	
NEW TRUSSES & PUBLIC COVERED PORCH	16,100	
NORTH SIDE GARDENS & FENCING	2,300	
BIKE WASH STATION	1,725	
SHUTTERS	2,300	
NORTH SIDE LANDSCAPING; GRASS; EDGING; CONCRETE WALKS	17,940	
TOTAL SITE CONSTRUCTION	74,486	
SUBTOTAL	-	74,486
OH&P	15%	11,173
USE TAX	-	375
TOTAL CONSTRUCTION COST (USD)		86,033

FRASER WINTER PARK POLICE DEPARTMENT



Memo

To: Winter Park Town Council
Fraser Board of Trustees

From: Glen Trainor, Chief of Police *Glen Trainor*

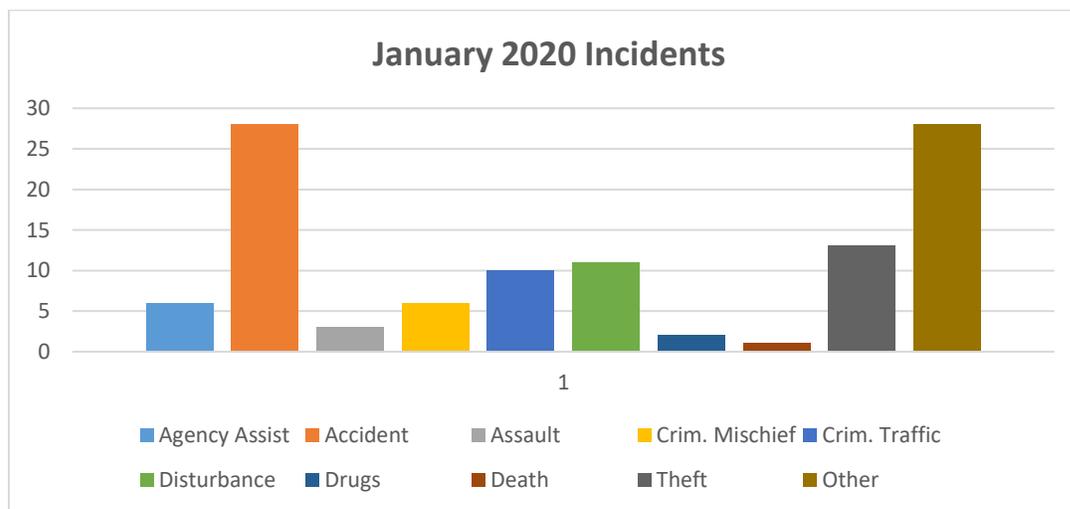
Date: February 10, 2020

Re: January 2020 Monthly Report

January was a busy month for the Fraser Winter Park Police Department. We responded to or initiated a total of 498 calls for service. 174 of those were in Fraser, 310 were in Winter Park, and 13 occurred in areas outside the two towns. This compares to 410 calls in January 2019.

We issued a total of 73 traffic or parking citations during January as well. Due to the snow this year, our enforcement of parking related violations has risen significantly. We made 33 different contacts last month where either a warning or citation was issued.

Also, in January, we completed 108 written incident or offense reports. As expected, the most common report was traffic crashes with a total of 28. The below table lists the variety of incidents we completed reports on.



Please feel free to contact me if you have any questions.

“Making a Difference by Serving Others”