WINTER PARK TOWN COUNCIL MEETING
Winter Park Town Hall – 50 Vasquez Road
Tuesday, March 3, 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
   a. 2020 Census Informative Update

3. Consent Agenda
   a. Approval of February 18, 2020 Regular Meeting Minutes

4. Action Items
   a. Short Term Rental Advisory Group Member Appointment
   b. Ordinance 530, An Ordinance Amending Title 6, Chapter 6, Section 4B of The Winter Park Town Code by Adopting Updated Emergency Services Impact Fees for Development Activities that Generate an Increased Need for Additional Emergency Services, First Reading
   c. Approval of the Public Works Facility Design Review
   d. Resolution 1753, A Resolution Approving the Commercial Enhancement Grant Amendment for Stoked Meeting House
   e. Resolution 1754, A Resolution Approving the First Amendment of Development Agreement and Deed Restriction
   f. Ordinance 531, An Ordinance Appropriating Additional Sums of Money to Defray Expenses in Excess of Amounts Budgeted and Appropriated for the Fiscal Year 2020 for the Town of Winter Park, Colorado, First Reading
   g. Resolution 1755, A Resolution Approving a Purchase and Sale Agreement for Property Known as 1410 County Road 5, Fraser, Colorado
   h. Ordinance 532, An Ordinance Authorizing the Purchase of Real Property Described as 1410 County Road 5, Fraser, Colorado, First Reading

5. Town Manager’s Report
6. Mayor’s Report

7. Town Council Items for Discussion

8. 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
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

Winter Park Resident Linda Behlen gave an update on her concerns with bears and trash and asked how to proceed with getting Town’s outdated ordinance that addresses this topic revised.

3. Consent Agenda
3.a. Approval of February 4, 2020 Regular Meeting Minutes

Mayor Pro Tem Nick Kutrumbos moved and Councilor Art Ferrari seconded the motion approving the Consent Agenda. Motion Carried: 7-0.

4. Action Items
4.a. Public Hearing, Approval of Special Event Permit – Wells Fargo Cup at Winter Park Resort

Town Clerk Danielle Jardee stated the Wells Fargo Cup is an annual fundraiser for the NSCD held at Winter Park Resort on February 21 through February 23. Ms. Jardee stated the event consists of ski races, food and beverages, and a silent auction.

Mayor Pro Tem Nick Kutrumbos moved and Councilor Jim Myers seconded the motion approving Special Event Permit – Wells Fargo Cup at Winter Park Resort. Motion Carried: 7-0.

4.b. Resolution 1751, A Resolution Awarding the Town Engineer

Public Works Director Gerry Vernon stated at Council’s request Town went out to market to test the qualifications of different engineering firms. Mr. Vernon stated nine firms submitted applications and four of those firms were interviewed by himself, Town Manager Keith Riesberg, and Community Development Director James Shockey. Mr. Vernon stated the process went well and it was good to see what the market had to offer. Mr. Vernon stated Staff would like to continue using JVA for Town engineering services. Mr. Vernon stated Staff recommends approval, JVA’s
long standing relationship with the Town, price rates, and their local presence are reason enough for continuing services.

Councilor Chris Seemann moved and Councilor Mike Periolat seconded the motion approving Resolution 175, A Resolution Awarding the Town Engineer. Motion Carried: 7-0.

4.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

Town Planner Hugh Bell stated Staff received a request from Hideaway Park Brewery to reduce parking for the shop located above them that was turned into a small event space. Mr. Bell stated anytime a space changes use Staff must reevaluate parking. Mr. Bell stated the location of the event space is near a free public transit stop and is 350 ft. from a free public parking garage, along with on-street parking out front. Mr. Bell stated Planning Commission reviewed this parking reduction request and approved it with no conditions, and Staff recommends approval.

Councilor Chris Seemann moved and Councilor Art Ferrari seconded the motion approving 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. Motion Carried: 7-0.

4.d. A Request to Amend the Commercial Enhancement Grant for Stoked Meeting House

Community Development Director James Shockey stated Council approved a commercial enhancement grant to Stoked Meeting House in September of 2018 to improve the patio, façade, landscaping, etc. of the current building. Mr. Shockey stated Staff received a reimbursement request from Stoked Meeting House however some of the items that were awarded with the grant were not completed. Mr. Shockey stated the applicant has come back with a reduction to the original grant, and since it is a revision to the original application and grant award it must be brought before Council. Mr. Shockey stated Staff are here to have Council determine if the reduction in the grant still meets the criteria of the grant awarded or if the full scope of work should be completed. Stoked Meeting House Owner Mihaly Horanyi stated most of the award was going to go towards a French door system in the front of the building, which turned out to be impossible to do. Town Manager Keith Riesberg stated Council needs to direct Staff to prepare a resolution to amend this grant if Council chooses to move forward with this item. Council directed Staff to move forward with the amendment.

5. Progress Reports

5.a. Community Partners

Winter Park and Fraser Chamber of Commerce Director Catherine Ross stated her thanks to Town Staff for doing a good job with keeping the streets clear and making the park look great during the recent snow. Mrs. Ross stated she heard from the Resort and it sounds like they had a record President’s Day weekend along with all businesses in downtown Winter Park. Mrs. Ross stated Chamber Staff are busy with summer planning and sponsorship packets. Mrs. Ross stated Staff are working with Winter Park Resort and the Grand County Tourism Board on some marketing projects. Mrs. Ross stated they have a new ticketing agent, AXS, so it will be easier to market all events happening in Winter Park.

5.b. Staff Reports

Mayor Lahrman stated his thanks to the snow removal and transit crews during all the recent snow.
6. **Town Manager’s Report**

   Town Manager Keith Riesberg stated the Public Works Crew has been very busy with the recent amounts of snow and asked that people be patient as the crew works on the clean-up. Mr. Riesberg reminded Council of the Joint Meeting with Planning Commission on February 25 for the Unified Development Code; the meeting is open to public.

7. **Mayor’s Report**

   *Nothing to Report.*

8. **Town Council Items for Discussion**

   Mayor Pro Tem Nick Kutrubmos and Chamber of Commerce Director Catherine Ross met with Congressman Joe Neguse. Mr. Kutrubmos stated Congressman Neguse wants to hear from Grand County, we are in his district, yet he hears the least from our County, he would like to hear from councils, municipalities, business owners, and constituents.

9. **Executive Session**

   9.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

   9.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

   9.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.

   Councilor Chris Seemann moved and Councilor Mike Periolat 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)(e), and C.R.S. 24-4-402(4)(a). Motion Carried: 7-0.

   Upon conclusion of the discussion, the motion was made by Councilor Art Ferrari and seconded by Councilor Mike Periolat and unanimously carried to return to Regular Session. Those in attendance at that time were: Mayor Jimmy Lahrman, Mayor Pro Tem Nick Kutrubmos, Councilors Jim Myers, Art Ferrari, Mike Periolat, Chris Seemann, and Chuck Banks via phone. 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 8:20 p.m.

The next scheduled meeting of the Town Council will be Tuesday, February 18, 2020 at 5:30 p.m.
Background
At Council’s request Staff held a workshop on December 17th, 2019 to discuss short-term rentals. At that workshop many ideas and opinions were shared and discussed by both community members and Council members on what direction the Town should take on this matter. Council requested community members to submit letters of interest to Town Staff to form a citizen advisory group to address the topic of short-term rentals in-depth. After that workshop letters of interest came in and another workshop on the topic was held on February 18, 2020. At that point Council had received letters of interest from six community members. Council expressed a well-rounded panel should also include a hotel operator and a representative from Winter Park. Staff Members, Assistant Town Manager Alisha Janes and Town Clerk Dani Jardee were suggested to also be a part of this panel.

At this workshop Staff presented a short presentation on the current short-term rental market, along with some information on what other benchmark communities are doing to better regulate the short-term rental market. Staff finished the presentation by seeking direction on several remaining questions. Does Council want to move forward with creating a short-term rental panel, and if yes, then what goals should the group address? Should Staff further research benchmark communities’ policies and fees?

One goal that was consistently raised was achieving a better means of data collection in order to better understand the total number of units and beds available in the town and occupancy throughout the year, which could be achieved through improved registration processes. Additional topics of discussion included: incentives to get people to long-term rent along with other regulations, etc. for short-term rental owners. After that discussion Council directed Staff to move forward with a formal appointment of the short-term rental advisory group (listed below) for the next Council meeting.

Analysis
At Council’s direction Staff has put together the advisory group list. At the time of the second workshop there was not yet representation from a hotel owner/operator, or a representative from Winter Park Resort. now both groups are represented. Two more community members,
Chad Griffith and Jack Buckhiester, have since submitted their interest, however the property management category is already being represented. Staff recommends that Council approve the advisory group as listed below.

- Rebecca Kaufman, business owner, Ullrs Tavern, Wake n’ Bacon
- Shanna Lalley, realtor, Real Estate Winter Park
- Al Furlone, property management company, Winter Park Lodging Company
- Catherine Ross, business representative, Chamber of Commerce
- Mark Gibson, property management company, Book by Owner Winter Park
- Hotel operator, Jill Sutcliffe
- Winter Park Resort representative, Cheryl Spezia
- Suzy Robbins, full-time resident, Elk Trail
- Assistant Town Manager, Alisha Janes
- Town Clerk, Dani Jardee

Council should also note that the meetings will be open to the public in accordance to the Colorado Sunshine Law for open meetings.

Staff is also seeking direction on clear goals and desired outcomes in order to successfully and efficiently facilitate the work of the advisory group.

Staff recommends that the advisory group begin by reviewing data on the current economic impacts of short-term rentals as well as data on policies successfully used by other benchmark resort communities. The final work product of the advisory group will be a suggested short-term rental policy for Council’s consideration that could include updating registration procedures, reviewing registration and licensing fees, and mitigating parking and trash impacts while ensuring a quality and safe guest experience.

Staff hopes to guide the policy group to bring a recommendation back to Council in an approximately three-month time frame. In order to facilitate that outcome Staff proposes an initial schedule of three advisory group meetings with the first meeting focusing on reviewing data and successful policies from other benchmark resort communities as well as gathering input from the advisory group. Subsequent meetings would begin to refine the suggested policy recommendations and prepare to make a final policy recommendation to Council.
Recommendation
It is Council’s discretion whether to approve the proposed short-term rental advisory group appointments.

- Should the Town Council wish to approve the appointment of the advisory group, the following motion should be made:

  I move to approve the appointment of the short-term rental advisory group and objectives as presented.

- Should the Town Council wish to deny the amendment, the following motion should be made:

  I move to deny the appointment of the short-term rental advisory group and objectives as presented.
The Town Council adopted a policy and procedure to collect Emergency Service Impact Fees for the East Grand Fire Protection District (EGFPD) in 2001 and the fees were enacted pursuant to Ordinance 316, Series 2001. These fees were subsequently updated and adopted in 2005 by Ordinance 353, Series 2005 and in 2014 by Ordinance 488, Series 2014.

The rationale for the policy was based on analysis of growth related costs incurred by the EGFPD as part of the expanded population through residential and commercial development in Grand County. EGFPD commissioned its first impact fee study in 2000; the towns of Winter Park and Fraser and the Grand County Board of County Commissioners subsequently approved its first fire impact fee program in 2001 ($254 per residential unit or its commercial equivalent). The study was updated in 2004 and 2014, and approvals from the towns and the County modified the impact fee to $483 per housing unit and $268 per 1,000 square feet of non-residential development. Impact fee studies should be updated about every five years, and this 2019 update re-establishes the nexus between current capital costs and service demands and calculates an updated impact fee.

Fire Impact Fee Analysis
The fee calculation method used in this study is the buy-in method or recoupment method. The report provides additional detail and explanation of the methodology and specific calculations and analysis. This method was chosen because it is most suitable to situations in which there is capacity to serve a large amount of additional growth with the existing facilities and equipment owned by EGFPD. New development benefits from this existing investment paid for by previous property owners and residents. To be equitable, new development will therefore “buy into” this system, with its share of the cost being the portion of the existing investment allocated to the estimated future buildout of the District. Since the district can serve a large amount of new development with its current facilities and equipment, most of its future capital needs will be for fleet replacement and major capital maintenance or expansions on its facilities limited to items with a useful life of five years or more. This buy-in method makes the appropriate nexus between capital replacement needs and the responsibilities of future development.
Impact Fee Calculation

<table>
<thead>
<tr>
<th>Description</th>
<th>Factor</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td><strong>Capital Asset Inventory</strong></td>
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<tr>
<td>Engines and Vehicles</td>
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<td>$5,388,300</td>
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<tr>
<td>Existing HQ and Red Dirt Hill Stations</td>
<td></td>
<td>$6,043,704</td>
</tr>
<tr>
<td>South Station Construction</td>
<td></td>
<td>$3,000,000</td>
</tr>
<tr>
<td><strong>Total Value</strong></td>
<td></td>
<td>$14,432,004</td>
</tr>
<tr>
<td><strong>Buildout Development</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residential (DU)</td>
<td></td>
<td>$13,113,611</td>
</tr>
<tr>
<td>Non-Residential (Sq. Ft.)</td>
<td></td>
<td>$1,318,393</td>
</tr>
<tr>
<td><strong>Cost Allocated by Land Use Type</strong></td>
<td>Future Calls</td>
<td>$14,432,004</td>
</tr>
<tr>
<td>Residential</td>
<td>91%</td>
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<tr>
<td><strong>Cost Allocated to New Development</strong></td>
<td>Land Use</td>
<td>$8,887,369</td>
</tr>
<tr>
<td>Residential</td>
<td>65%</td>
<td>$8,500,141</td>
</tr>
<tr>
<td>Non-Residential</td>
<td>29%</td>
<td>$387,228</td>
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<tr>
<td><strong>Updated Impact Fees</strong></td>
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</tr>
<tr>
<td>Fee per Residential DU</td>
<td></td>
<td>$632</td>
</tr>
<tr>
<td>Fee per 1,000 Sq. Ft. Non-Residential</td>
<td>1,372</td>
<td>$282</td>
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<tr>
<td></td>
<td></td>
<td>$0.28/Sq. Ft.</td>
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**Staff Recommendation**

Staff recommends approval of the increased Fire Impact Fee within the East Grand Fire Protection District No. 4 from $483 to $632 for residential dwelling units and an increase of $0.268 per square foot to $0.28 per square foot for the non-residential fee by adopting the following motion:

I move to adopt Ordinance 530, an ordinance amending Title 6, Chapter 6, Section 4B of the Winter Park Town Code by adopting updated emergency services impact fees for development activities that generate an increased need for additional emergency services.
AN ORDINANCE AMENDING TITLE 6, CHAPTER 6, SECTION 4B OF THE WINTER PARK TOWN CODE BY ADOPTING UPDATED EMERGENCY SERVICES IMPACT FEES FOR DEVELOPMENT ACTIVITIES THAT GENERATE AN INCREASED NEED FOR ADDITIONAL EMERGENCY SERVICES

WHEREAS, pursuant to Ordinance No. 316, Series of 2001 and as amended by Ordinance 353, Series 2005, the Town Council adopted Emergency Services Impact Fees and entered into an Intergovernmental Agreement between the Town Council and the Emergency Services Provider for the collection of said Impact Fees;

WHEREAS, the amount of any Impact Fee to be charged shall be set and revised from time to time by ordinance of the Town Council, based on a Fiscal Impact Fee Study to be conducted by the applicable Emergency Services Provider, or through an individual study pursuant to Title 6 of the Town Code.

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

1. **Findings.** The Town Council hereby finds and determines that the amendments to the Winter Park Town Code as contained herein, are necessary and designed for the purpose of promoting the health, safety and welfare of the present and future inhabitants of Winter Park and are consistent with the Town’s goals, policies and plans.

2. **Decision.** Title 6, Chapter 6, Section 4B is hereby amended and shall read as follows:

   B. Pursuant to the East Grand Fire Protection District No. 4 Fire Impact Fee Analysis, prepared December 20, 2019 by Economic & Planning Systems, Inc., the impact fees and formulas are as follows:

<table>
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<td></td>
<td>$14,432,004</td>
</tr>
</tbody>
</table>

   | **Buildout Development**        |        |                |
   | Residential (DU)                | 13,446 | $13,113,611    |
   | Non-Residential (Sq. Ft.)       | 1,372,047 | $1,318,393    |

<table>
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Cost Allocated to New Development

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<th>Land Use</th>
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Updated Impact Fees

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<th>Fee per Residential DU</th>
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BE IT FURTHER ORDAINED BY THE TOWN COUNCIL OF WINTER PARK, COLORADO THAT the fee will become effective May 1, 2020 and if the amended fee contained within this Ordinance is not approved and adopted by the Town of Fraser and by Grand County by July 1, 2020, this Ordinance shall become null and void, and the impact fees will revert back to that contained within Ordinance 480, Series of 2014.

INTRODUCED, APPROVED ON FIRST READING, AND ORDERED PUBLISHED IN FULL this 3rd day of March, 2020. A public hearing shall be held at the regular meeting of the Winter Park Town Council on the 17th day of March, 2020 at 5:30 p.m., or as soon thereafter as possible, at the Winter Park Town Hall.

TOWN OF WINTER PARK

______________________________
Jimmy Lahrman, Mayor

ATTEST:

______________________________
Danielle Jardee, Town Clerk

READ, ADOPTED AND ORDERED PUBLISHED on second and final reading by a vote of _______ to _______ on the 17th day of March, 2020.

TOWN OF WINTER PARK

______________________________
Jimmy Lahrman, Mayor

ATTEST:

______________________________
Danielle Jardee, Town Clerk
Final Report

East Grand Fire Protection District #4 Impact Fee Nexus Study

Prepared for:
East Grand Fire Protection District #4

Prepared by:
Economic & Planning Systems, Inc.

EPS #193049

December 20, 2019
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1. Executive Summary

Introduction

This Impact Fee Nexus Study provides the data and analysis that quantifies "the reasonable impacts of proposed development on existing capital facilities..." as required by CRS 29-20-104.5. Impact fees are charges on new development use to fund capital costs, in whole or in part, directly related to providing services to new development.

This study has been commissioned by East Grand Fire Protection District #4 (EGFPD). EGFPD commissioned its first impact fee study in 2000; the towns of Winter Park and Fraser and the Grand County Board of County Commissioners subsequently approved its first fire impact fee program in 2001 ($254 per residential unit or its commercial equivalent). The study was updated in 2004 and 2014, and approvals from the towns and the County modified the impact fee to $483 per housing unit and $268 per 1,000 square feet of non-residential development. Impact fee studies should be updated about every five years, and this 2019 update re-establishes the nexus between current capital costs and service demands and calculates an updated impact fee. No changes to the way the District administers its impact fees are recommended.

Updated Impact Fee

This study has calculated that the maximum justifiable impact fee for 2019 forward is $632 per dwelling unit and $0.28 per square foot of non-residential development as shown in Table 1.

Table 1. 2019 Updated Impact Fee

<table>
<thead>
<tr>
<th>Fee Type</th>
<th>Updated 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential per Unit</td>
<td>$632</td>
</tr>
<tr>
<td>Non-Residential per sq. ft.</td>
<td>$0.28</td>
</tr>
</tbody>
</table>

Source: Economic & Planning Systems
Methodology and Nexus

The fee calculation method used in this study is the buy-in method or recoupment method. The subsequent chapters in this report provide additional detail and explanation of the methodology and specific calculations and analysis. This method was chosen because it is most suitable to situations in which there is capacity to serve a large amount of additional growth with the existing facilities and equipment owned by EGFPD. New development benefits from this existing investment paid for by previous property owners and residents. To be equitable, new development will therefore “buy into” this system, with its share of the cost being the portion of the existing investment allocated to the estimated future buildout of the District. Since the district can serve a large amount of new development with its current facilities and equipment, most of its future capital needs will be for fleet replacement and major capital maintenance or expansions on its facilities limited to items with a useful life of five years or more. This buy-in method makes the appropriate nexus between capital replacement needs and the responsibilities of future development.

Colorado Impact Fee Law

Impact fees are charged by local governments on new development to help pay (in whole or in part) for capital facilities and capital equipment needed to serve growth. The State of Colorado has adopted a standard with the adoption of Senate Bill 15, codified as Section 29-20-104 and 104.5 of the Colorado Revised Statutes following a Colorado Supreme Court Decision.

In 1999, the Colorado Supreme Court ruled in Krupp v. Breckenridge Sanitation District that the District could assess an impact fee based on a set of development characteristics that reflect the general performance of a proposed use, rather than the specific conditions of an individual proposal. While traditional exactions are determined on an individual basis and applied on a case-by-case basis, an “impact fee is calculated based on the impact of all new development and the same fee is shared to all new development in a particular class.”\(^1\) The finding of the Court distinguishes impact fees, as a legislatively adopted program applicable to a broad class of property owners, from traditional exactions, which are discretionary actions applicable to a single project or property owner.

In 2001, the State Legislature provided specific authority in adopting Senate Bill 15 that “provides that a local government may impose an impact fee or other similar development charge to fund expenditures by such local government on capital facilities needed to serve new development.” The bill amended Title 29 of the Colorado statutes that govern both municipalities and counties and defines

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“local government” to include a county, home rule, or statutory city, town, territorial charter city, city, or county. In 2016, the Colorado Legislature passed House Bill 1088, the Public Service Fairness Act, which specifically authorized Title 32 Fire Protection Districts to levy impact fees.2

Senate Bill 15 states that local governments must “quantify the reasonable impacts of proposed development on existing capital facilities and establish the impact fee or development charge at a level no greater than necessary to defray such impacts directly related to proposed development.” The standard that must be met within the State of Colorado requires mitigation to be "directly related" to impacts. This test has been used consistently to establish impact fee programs and has not been legally challenged to date. This report is intended to satisfy these requirements by documenting the impact fee calculations used to determine the maximum impact fee that the EGFPD may charge.

Impact Fees Under SB-15

- **Capital Facilities** – Fees may not be used for operations or maintenance. Fees must be spent on capital facilities, which have been further defined as directly related to a government service, with an estimated useful life of at least five years and which are required based on the charter or a general policy.

- **Existing Deficiencies** – Fees are formally collected to mitigate impacts from growth and cannot be used to address existing deficiencies. In the analysis used to establish an impact fee program, the evaluation must distinguish between the impacts of growth and the needs of existing development.

- **Credits** – In the event a developer must construct off-site infrastructure in conjunction with his or her project, the local government must provide credits against impact fees for the same infrastructure, provided that the necessary infrastructure serves the larger community. Credits may not apply if a developer is required to construct such a project as a condition of approval due to the direct impact on the capital facility created by the project.

- **Timing** – The District must hold revenues in accounts dedicated for the specific use. Funds must be expended within a reasonable period or returned to the developer. The State enabling legislation does not specify the maximum length of time to be used as a “reasonable period.” Because different types of improvements can vary in their size and cost, a “reasonable period” represents different lengths of time that correspond to the complexity of the improvement.

- **Accounting Practices** – The District must adopt accounting practices to track the collection and spending of impact fees.

---

2 C.R.S. 29-1-203.5
- **Special Districts** – Senate Bill 15 does not specifically authorize metropolitan or special districts to establish impact fee programs. However, local governments may impose impact fees for “any service that a local government is authorized to provide.” To the extent that such services are provided by other entities, such as a special district, it is appropriate for a city, town, or county to collect the impact fee to offset the costs of capital improvements directly related to providing that service. In some communities, special districts provide services such as water, police or fire protection services. To the extent that the local government(s) wishes in the future to collect fees on behalf of another entity to share in the cost of service provision, the local government may collect these fees, but must also establish procedures to ensure accurate transfer of funds and compliance with applicable legal requirements.

- **Pending or Previously Approved Development** – Colorado statutes exempt from impact fees developers who have submitted “complete applications” to a local jurisdiction prior to adoption of a fee program. This could apply not only to applications in the development review process, but also to the numerous vacant platted lots within existing subdivisions, depending on when the impact fee is collected. Senate Bill 15 states that impact fees may be assessed as a condition of issuance of a “development permit.” While a building permit is not expressly listed in the definition of a “development permit,” it seems clear that a building permit is an application for new construction within the meaning of the statute. Thus, if the program is established to trigger payment with a completed building permit application, “an impact fee... could probably be assessed against projects for which complete subdivision applications were filed before the fee was adopted, but which have not filed complete building permit applications.”

- **Impact Fees versus Exactions** – Once a town or county establishes an impact fee program, it remains able to include exactions (such as those defined in its Land Use Codes) in future development approvals as long as the impacts addressed through the exaction are distinct from the impacts addressed by the fees. Many municipalities employ both tools in their development approval process. The key is to ensure that the mitigation addressed by an exaction does not duplicate the improvements used as a basis for an impact fee. One of the benefits of an impact fee program is a potential reduction in the need to negotiate site-specific exactions, with particular benefit regarding regional needs and the process used to determine the appropriate share to be borne by individual development proposals. While the development community should benefit from a simplified development review process, an impact fee program itself does not preclude a town or county from requiring exactions.

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Impact Fee Calculation

The subsequent chapters in this report document the analysis completed to calculate the 2019 impact fee. The overall approach is outlined below:

- **Future Land Use** – Estimates the future buildout of the District from the remaining development in approved projects.

- **Asset Values and Apportionment of Costs** – Provides an inventory of fleet and apparatus and station facilities along with insured value, which is a close approximation for replacement cost. Then, apportions capital costs between residential and non-residential development, and existing and new development within those land uses.

- **Maximum Fee Calculation** – Calculates the maximum fee supportable based on the costs allocated to new development.

\[
\text{Maximum Impact Fee} = \frac{(\text{Total Asset Value} \times \% \text{ Allocated to Growth})}{\text{Units of Growth}}
\]
2. Land Use

Service Area

EGFPD is one of five fire districts within Grand County, Colorado. The District’s service area centers on the towns of Winter Park and Fraser and covers approximately 200 square miles as shown in Figure 1. The District provides fire protection and prevention services and emergency response assistance in Winter Park, Fraser, and unincorporated Grand County. Winter Park, Fraser, and Winter Park Ski Resort are located approximately 70 miles west of Denver and approximately 40 miles south of the Grand Lake entrance to Rocky Mountain National Park. The District’s service area is therefore a popular winter and summer tourism and recreation destination, which affects the types of calls and seasonal fluctuations in calls that EGFPD must manage.

Figure 1. EGFPD Service Area Map
The District is situated in an area with many recreation and tourism draws, making it popular with overnight tourist visitors and second homeowners in both summer and winter seasons. Growth, particularly in second homes (most of the “vacant housing units” shown below), was especially robust during the early and mid-2000s but slowed down substantially from 2010 to 2018, as shown in Table 2. There is currently a resurgence in growth, with several large residential and commercial projects progressing and under construction again.

Development in Grand County has been highly cyclical, historically, making it difficult to forecast growth. Fee calculations can be highly sensitive to the growth forecast. This cyclical market is one reason that influenced the choice to use the buy-in method, which does not require a growth forecast.

Table 2. **EGFP Population and Housing Growth**

<table>
<thead>
<tr>
<th>Description</th>
<th>2000</th>
<th>2010</th>
<th>2018</th>
<th>2000-2010</th>
<th>2010-2018</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total</td>
<td>Ann. #</td>
<td>Ann. %</td>
<td>Total</td>
<td>Ann. #</td>
</tr>
<tr>
<td>Population</td>
<td>3,476</td>
<td>4,622</td>
<td>4,762</td>
<td>1,146</td>
<td>115</td>
</tr>
<tr>
<td>Housing Units</td>
<td>4,012</td>
<td>6,439</td>
<td>6,472</td>
<td>2,427</td>
<td>243</td>
</tr>
<tr>
<td>Occupied Housing Units</td>
<td>1,509</td>
<td>2,078</td>
<td>2,145</td>
<td>569</td>
<td>57</td>
</tr>
<tr>
<td>Vacant Housing Units</td>
<td>2,503</td>
<td>4,361</td>
<td>4,327</td>
<td>1,858</td>
<td>186</td>
</tr>
</tbody>
</table>

Source: Economic & Planning Systems

### Existing Land Use

Existing land use information is needed to analyze EGFPD call/incident response data used in allocating costs to residential and non-residential development. Currently, there are 7,298 dwelling units and 3.3 million square feet of non-residential space in the District as shown in Table 3 and Table 4.

Table 3. **Existing Residential Land Use**

<table>
<thead>
<tr>
<th>Residential Inventory</th>
<th>2018 Units</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Residential Use</strong></td>
<td></td>
</tr>
<tr>
<td>Residential - Single Family</td>
<td>3,355</td>
</tr>
<tr>
<td>Residential - Duplex-Triplex</td>
<td>182</td>
</tr>
<tr>
<td>Residential - Condominiums</td>
<td>3,393</td>
</tr>
<tr>
<td>Residential - Multiple Units 4-8 Units</td>
<td>44</td>
</tr>
<tr>
<td>Residential - Multiple Units 9 or more Units</td>
<td>155</td>
</tr>
<tr>
<td>Residential - Manufactured Homes</td>
<td>92</td>
</tr>
<tr>
<td>Residential - Farm or Ranch Residence</td>
<td>77</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>7,298</strong></td>
</tr>
</tbody>
</table>

Source: Economic & Planning Systems
Table 4. Existing Non-residential land use

<table>
<thead>
<tr>
<th>Non-Residential Inventory</th>
<th>2018 Square Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>Use</td>
<td></td>
</tr>
<tr>
<td>Commercial - Condominium</td>
<td>150,365</td>
</tr>
<tr>
<td>Commercial - Lodging/Hotel</td>
<td>680,578</td>
</tr>
<tr>
<td>Commercial - Merchandising</td>
<td>236,512</td>
</tr>
<tr>
<td>Commercial - Mixed Use</td>
<td>337,155</td>
</tr>
<tr>
<td>Commercial - Office</td>
<td>43,209</td>
</tr>
<tr>
<td>Commercial - Recreation</td>
<td>84,634</td>
</tr>
<tr>
<td>Commercial - Special Purpose</td>
<td>265,176</td>
</tr>
<tr>
<td>Commercial - Warehouse/Storage</td>
<td>129,121</td>
</tr>
<tr>
<td>Non-Residential-Exempt</td>
<td>1,369,701</td>
</tr>
<tr>
<td>Industrial - Contracting/Service</td>
<td>2,901</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>3,299,352</strong></td>
</tr>
</tbody>
</table>

Source: Economic & Planning Systems

**Future Land Use**

The buy-in method uses an estimate of future buildout as the denominator in the impact fee calculation. It is fully understood that the ultimate buildout is in the distant future; the buy-in method is not dependent on the timing of development.

In order to estimate buildout, EPS contacted and interviewed the planning and community development staff in Winter Park, Fraser, and Grand County. Data was collected and compiled on all existing entitlements and development remaining in each project. For zoned land outside of major projects, estimates for development capacity were made using density allowed in each zoning district, with input from staff in each jurisdiction. As summarized in Table 5, there is development capacity for over 13,000 new dwelling units and 1.4 million square feet of non-residential development. Appendix Table 2 shows the more detailed estimates by area and by project.

Table 5. Summary of Buildout Estimate

<table>
<thead>
<tr>
<th>Area</th>
<th>New Residential Units</th>
<th>New Non-Residential Sq. Ft.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fraser</td>
<td>3,993</td>
<td>655,237</td>
</tr>
<tr>
<td>Winter Park</td>
<td>6,182</td>
<td>122,411</td>
</tr>
<tr>
<td>Unincorporated Grand County</td>
<td>3,271</td>
<td>594,399</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>13,446</strong></td>
<td><strong>1,372,047</strong></td>
</tr>
</tbody>
</table>

Source: Economic & Planning Systems
• **Fraser** – Grand Park is the largest project underway and has the potential for approximately 3,500 additional dwelling units. In Rendezvous, the residential component has approximately 117 dwelling units remaining, and the potential for approximately 500,000 square feet of non-residential space.

• **Winter Park** – In Winter Park, Rendezvous has capacity for approximately 1,800 additional residential units. Roam is another development with potential for 1,100 units. Around the resort base area, there are various properties with “Destination Center” zoning that could allow approximately 1,500 more residential units.

As shown in Table 6, residential buildout is estimated at 20,700 units, an increase of 13,500. Commercial buildout is estimated at 4.7 million square feet with an increase of 1.4 million square feet. These figures will likely vary over time with zoning changes and modifications to existing entitlements. The 13,500 units of new residential development comprise 65% of the buildout, which is the percentage of the capital asset values allocated to new development after they are allocated by land use to residential development. Similarly, 29 percent of the commercial buildout is the new development between today and buildout.

**Table 6. EGFPD Buildout Forecast**

<table>
<thead>
<tr>
<th>Description</th>
<th>2018</th>
<th>Buildout</th>
<th>New Development</th>
<th>Units</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential (DU)</td>
<td>7,298</td>
<td>20,744</td>
<td></td>
<td>13,446</td>
<td>65%</td>
</tr>
<tr>
<td>Non-Residential (Sq. Ft.)</td>
<td>3,299,352</td>
<td>4,671,399</td>
<td></td>
<td>1,372,047</td>
<td>29%</td>
</tr>
</tbody>
</table>

Source: Economic & Planning Systems
3. Fee Calculation

In this chapter, the existing and future land use, asset inventories, and call volume data are combined into the impact fee calculation. The following steps are described in this chapter:

- **Call Forecast** – Forecast calls at buildout for residential and non-residential land uses.

- **Cost Allocation** – Allocate the value of the District’s assets based on the estimated distribution of calls in residential and non-residential land uses at buildout.

- **Fee Calculation** – The value of the District’s assets attributed to each land use category are divided by the new units of growth estimated between now and buildout.

**Call Forecast**

The call forecast begins with an analysis of call data over the four years from 2015 through 2018, shown in Table 7. Where the property type is identified under “Structure Fires,” these responses can be easily assigned to residential or non-residential land uses. The District also responds to other incidents that have more to do with the overall level of visitors or “business” during peak tourism times. Many of these are auto-related incidents and false alarms, and the District does not have an accurate way of tracking the property type or location of these incidents at this time. These other responses are assigned to different land uses using the concept of “service population.”

As described in the next section, service population is a set of figures that assigns population, visitors, and employees to different land uses. As shown below, 69 percent of the service population is assigned to residential property and the remaining 31 percent is assigned to non-residential property.
Table 7.  EGFPD Responses, 2015-2018

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Structure Fires</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Private Dwellings</td>
<td>1</td>
<td>7</td>
<td>2</td>
<td>1</td>
<td></td>
<td>3</td>
<td>100.0%</td>
</tr>
<tr>
<td>Apartments</td>
<td>4</td>
<td>1</td>
<td>5</td>
<td>4</td>
<td></td>
<td>4</td>
<td>100.0%</td>
</tr>
<tr>
<td>Hotels and Motels</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td></td>
<td>1</td>
<td>0.0%</td>
</tr>
<tr>
<td>All Other Residential</td>
<td>0</td>
<td>0</td>
<td>2</td>
<td>3</td>
<td></td>
<td>1</td>
<td>100.0%</td>
</tr>
<tr>
<td>Public Assembly</td>
<td>2</td>
<td>2</td>
<td>1</td>
<td>3</td>
<td></td>
<td>2</td>
<td>0.0%</td>
</tr>
<tr>
<td>Stores and Offices</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td></td>
<td>1</td>
<td>100.0%</td>
</tr>
<tr>
<td>Subtotal</td>
<td>8</td>
<td>10</td>
<td>12</td>
<td>14</td>
<td></td>
<td>11</td>
<td></td>
</tr>
<tr>
<td><strong>Other Fires and Incidents [1]</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Highway Vehicles</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td></td>
<td>1</td>
<td>69.1%</td>
</tr>
<tr>
<td>Other Vehicles</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td></td>
<td>1</td>
<td>69.1%</td>
</tr>
<tr>
<td>Non-Structure/Non-Vehicle</td>
<td>2</td>
<td>5</td>
<td>4</td>
<td>4</td>
<td></td>
<td>4</td>
<td>69.1%</td>
</tr>
<tr>
<td>Brush/Grass/Wildland</td>
<td>0</td>
<td>3</td>
<td>1</td>
<td>4</td>
<td></td>
<td>2</td>
<td>69.1%</td>
</tr>
<tr>
<td>Rubbish/Dumpsters</td>
<td>5</td>
<td>1</td>
<td>3</td>
<td>4</td>
<td></td>
<td>3</td>
<td>69.1%</td>
</tr>
<tr>
<td>All Other Fires</td>
<td>1</td>
<td>4</td>
<td>5</td>
<td>5</td>
<td></td>
<td>4</td>
<td>69.1%</td>
</tr>
<tr>
<td>Subtotal</td>
<td>10</td>
<td>14</td>
<td>14</td>
<td>18</td>
<td></td>
<td>14</td>
<td></td>
</tr>
<tr>
<td><strong>Other Incidents [1]</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rescue/Emergency Medical</td>
<td>82</td>
<td>73</td>
<td>69</td>
<td>80</td>
<td></td>
<td>76</td>
<td>69.1%</td>
</tr>
<tr>
<td>False Alarms</td>
<td>137</td>
<td>127</td>
<td>121</td>
<td>130</td>
<td></td>
<td>129</td>
<td>69.1%</td>
</tr>
<tr>
<td>Hazmat Responses</td>
<td>19</td>
<td>30</td>
<td>39</td>
<td>26</td>
<td></td>
<td>29</td>
<td>69.1%</td>
</tr>
<tr>
<td>Other Hazardous Responses</td>
<td>9</td>
<td>8</td>
<td>10</td>
<td>11</td>
<td></td>
<td>10</td>
<td>69.1%</td>
</tr>
<tr>
<td>All Other Responses</td>
<td>47</td>
<td>42</td>
<td>60</td>
<td>58</td>
<td></td>
<td>52</td>
<td>69.1%</td>
</tr>
<tr>
<td>Subtotal</td>
<td>294</td>
<td>280</td>
<td>299</td>
<td>305</td>
<td></td>
<td>295</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>312</td>
<td>304</td>
<td>325</td>
<td>337</td>
<td></td>
<td>320</td>
<td>221</td>
</tr>
<tr>
<td><strong>Percent</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>100.0%</td>
</tr>
<tr>
<td>Mutual Aid - Not Incl.</td>
<td>0</td>
<td>8</td>
<td>12</td>
<td>20</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[1] Allocated on a service population basis
Source: Economic & Planning Systems
Service Population

Service population is the total of residents, overnight visitors, second homeowners, day skiers, and employees who commute into the District for work. In-commuting workers are weighted at 50 percent since they do not spend a full day in the District. The total service population in the EGFPD is estimated at 20,600 as shown in Table 8. After assigning land use categories to each component of the service population, the residential portion is estimated at 69.1 percent and the non-residential portion at 30.9 percent.

Table 8. EGFPD Service Population

<table>
<thead>
<tr>
<th>Description</th>
<th>Factors</th>
<th>2018</th>
<th>Percent</th>
<th>Land Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>Population</td>
<td>A</td>
<td>4,762</td>
<td>23.1%</td>
<td>Residential</td>
</tr>
<tr>
<td>Commuters</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jobs</td>
<td></td>
<td>3,679</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employees (adjusted for multiple job holders)</td>
<td>1.20</td>
<td>3,066</td>
<td></td>
<td></td>
</tr>
<tr>
<td>In-Commuting Employees [1]</td>
<td>85%</td>
<td>2,594</td>
<td></td>
<td></td>
</tr>
<tr>
<td>In-Commuting Employee Impact</td>
<td>50%</td>
<td>B</td>
<td>1,297</td>
<td>6.3%</td>
</tr>
<tr>
<td>Second Homes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vacant Housing Units</td>
<td></td>
<td>4,327</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vacant for Seasonal Use</td>
<td>87%</td>
<td>3,775</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Short Term Rentals</td>
<td></td>
<td>1,945</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Guests per Unit</td>
<td>2.8</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Peak Occupancy</td>
<td>85%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Peak Short Term Rental Population</td>
<td>C</td>
<td>4,629</td>
<td>22.4%</td>
<td>Residential</td>
</tr>
<tr>
<td>Non-Rental Second Homes</td>
<td></td>
<td>2,382</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Guests per Unit</td>
<td>2.4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Peak Occupancy</td>
<td>85%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Peak Second Home Population</td>
<td>D</td>
<td>4,859</td>
<td>23.5%</td>
<td>Residential</td>
</tr>
<tr>
<td>Hotels</td>
<td></td>
<td>195</td>
<td>1.9%</td>
<td>Commercial</td>
</tr>
<tr>
<td>Rooms</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Guests per Unit</td>
<td>2.5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Peak Occupancy</td>
<td>80%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Peak Hotel Guest Population</td>
<td>E</td>
<td>390</td>
<td>1.9%</td>
<td>Commercial</td>
</tr>
<tr>
<td>Daily Skier Visits</td>
<td>F</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Peak weekend day</td>
<td></td>
<td>9,400</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Day Skiers</td>
<td>50%</td>
<td>4,700</td>
<td>22.8%</td>
<td>Commercial</td>
</tr>
<tr>
<td>Service Population</td>
<td></td>
<td></td>
<td>20,637</td>
<td>100.0%</td>
</tr>
<tr>
<td>Residential Share</td>
<td></td>
<td></td>
<td>69.1%</td>
<td></td>
</tr>
<tr>
<td>Commercial Share</td>
<td></td>
<td></td>
<td>30.9%</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td>100.0%</td>
<td></td>
</tr>
</tbody>
</table>

Source: Economic & Planning Systems
Buildout Call Forecast

There was an average of 319 incident responses over the past five years. This equates to 0.0302 calls per residential unit and 0.0298 calls per 1,000 square feet of non-residential development as shown in Table 9. At buildout, an increase of 447 calls per year is estimated of which 91 percent are assigned to residential development and 9 percent are assigned to non-residential property.

Table 9. Call Forecast at Buildout

<table>
<thead>
<tr>
<th>Description</th>
<th>2014-2018 Avg.</th>
<th>Buildout</th>
<th>Increase (New Development)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Inventory</td>
<td>Calls</td>
<td>Per Unit</td>
</tr>
<tr>
<td>Residential (DU)</td>
<td>7,298</td>
<td>221</td>
<td>0.0302</td>
</tr>
<tr>
<td>Non-Residential (1,000 Sq. Ft.)</td>
<td>3,299</td>
<td>98</td>
<td>0.0298</td>
</tr>
<tr>
<td>Total Calls</td>
<td>319</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Source: Economic & Planning Systems*
**Fee Calculation**

The impact fee calculation is shown below in Table 10.

- **Asset Value** – The District has $14.4 million in capital assets comprised of fleet, apparatus, and station and training facilities.

- **Cost Allocation** – At buildout, 91 percent of calls are forecasted to be to residential development and 9 percent to non-residential development.

- **Allocation to Growth** – At buildout, new residential development above what is existing development is estimated to comprise 65 percent of the total. New commercial development comprises 29 percent of the total. Therefore, 65 percent of the capital asset inventory value is allocated to new residential development or $8.5 million as shown. New non-residential development's share of the asset values is $387,000.

- **Fee Calculation** – The impact fee is the share of the asset inventory value by land use divided by the amount of new development. The maximum residential impact fee is $632 per unit. The maximum non-residential development impact fee is $282 per 1,000 square feet or $0.28 per square foot.
Table 10. Impact Fee Calculation

<table>
<thead>
<tr>
<th>Description</th>
<th>Factor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Capital Asset Inventory</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engines and Vehicles</td>
<td></td>
<td>$5,388,300</td>
</tr>
<tr>
<td>Existing HQ and Red Dirt Hill Stations</td>
<td></td>
<td>$6,043,704</td>
</tr>
<tr>
<td>South Station Construction</td>
<td></td>
<td>$3,000,000</td>
</tr>
<tr>
<td><strong>Total Value</strong></td>
<td></td>
<td>$14,432,004</td>
</tr>
<tr>
<td><strong>Buildout Development</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residential (DU)</td>
<td></td>
<td>13,446</td>
</tr>
<tr>
<td>Non-Residential (Sq. Ft.)</td>
<td></td>
<td>1,372,047</td>
</tr>
<tr>
<td><strong>Cost Allocated by Land Use Type</strong></td>
<td>Future Calls</td>
<td></td>
</tr>
<tr>
<td>Residential</td>
<td>91%</td>
<td>$13,113,611</td>
</tr>
<tr>
<td>Non-Residential</td>
<td>9%</td>
<td>$1,318,393</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td>$14,432,004</td>
</tr>
<tr>
<td><strong>Cost Allocated to New Development</strong></td>
<td>Land Use</td>
<td></td>
</tr>
<tr>
<td>Residential</td>
<td>65%</td>
<td>$8,500,141</td>
</tr>
<tr>
<td>Non-Residential</td>
<td>29%</td>
<td>$387,228</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td>$8,887,369</td>
</tr>
<tr>
<td><strong>Updated Impact Fees</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fee per Residential DU</td>
<td>13,446</td>
<td>$632</td>
</tr>
<tr>
<td>Fee per 1,000 Sq. Ft. Non-Residential</td>
<td>1,372</td>
<td>$282</td>
</tr>
</tbody>
</table>

$0.28/Sq. Ft.

*Source: Economic & Planning Systems*
### Appendix Table 2. Detailed Buildout Estimates by Area

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Vacant Acres</th>
<th>Percent by Use</th>
<th>Acres by Use</th>
<th>Factors</th>
<th>Land Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fraser</td>
<td>14.3</td>
<td>75%</td>
<td>25%</td>
<td>10.7</td>
<td>3.6</td>
</tr>
<tr>
<td></td>
<td>4.9</td>
<td>100%</td>
<td>0%</td>
<td>4.9</td>
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<tr>
<td></td>
<td>1.3</td>
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<tr>
<td></td>
<td>0.3</td>
<td>100%</td>
<td>0%</td>
<td>0.3</td>
<td>0.0</td>
</tr>
<tr>
<td></td>
<td>4.4</td>
<td>100%</td>
<td>0%</td>
<td>4.4</td>
<td>0.0</td>
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<tr>
<td></td>
<td>0.6</td>
<td>100%</td>
<td>0%</td>
<td>0.6</td>
<td>0.0</td>
</tr>
<tr>
<td>Planned Development District</td>
<td>22.0</td>
<td>4</td>
<td>0%</td>
<td>22.0</td>
<td>0.25</td>
</tr>
<tr>
<td>Rendezvous Commercial</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Rendezvous Residential</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Grand Park Commercial</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Grand Park Residential</td>
<td>-</td>
<td>-</td>
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<tr>
<td>Grand Park Lodging</td>
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<tr>
<td>Fraser Total</td>
<td>3,993</td>
<td>655,237</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>Winter Park</td>
<td>83.0</td>
<td>64</td>
<td>90%</td>
<td>10%</td>
<td>74.7</td>
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<tr>
<td>Destination Center</td>
<td>0.4</td>
<td>1</td>
<td>30%</td>
<td>70%</td>
<td>0.1</td>
</tr>
<tr>
<td>Limited Commercial Service</td>
<td>13.2</td>
<td>4</td>
<td>80%</td>
<td>20%</td>
<td>10.6</td>
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<tr>
<td>Multi-Family Residential/Old Town</td>
<td>3.5</td>
<td>21</td>
<td>100%</td>
<td>0%</td>
<td>3.5</td>
</tr>
<tr>
<td>Multi-Family Residential (West of Highway 40)</td>
<td>36.1</td>
<td>62</td>
<td>100%</td>
<td>0%</td>
<td>36.1</td>
</tr>
<tr>
<td>Multi-Family Residential (East of Highway 40)</td>
<td>42.7</td>
<td>3</td>
<td>100%</td>
<td>0%</td>
<td>42.7</td>
</tr>
<tr>
<td>Single-Family Residential</td>
<td>29.2</td>
<td>48</td>
<td>100%</td>
<td>0%</td>
<td>29.2</td>
</tr>
<tr>
<td>Planned Development District</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Rendezvous Winter Park</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Roam</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Idlewild</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Lakota</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Mary Jane Road SF Lots</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Mary Jane Road Condos</td>
<td>3.6</td>
<td>100%</td>
<td>0%</td>
<td>3.6</td>
<td>0.0</td>
</tr>
<tr>
<td>Other Planned Development</td>
<td>18.7</td>
<td>100%</td>
<td>0%</td>
<td>18.7</td>
<td>0.0</td>
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<tr>
<td>Winter Park Total</td>
<td>6,182</td>
<td>594,399</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>Unincorporated Grand County</td>
<td>5.2</td>
<td>2</td>
<td>50%</td>
<td>50%</td>
<td>2.6</td>
</tr>
<tr>
<td>Accommodations</td>
<td>26.5</td>
<td>18</td>
<td>20%</td>
<td>80%</td>
<td>5.7</td>
</tr>
<tr>
<td>Business</td>
<td>24.1</td>
<td>13</td>
<td>100%</td>
<td>0%</td>
<td>24.1</td>
</tr>
<tr>
<td>Estate</td>
<td>1,271.3</td>
<td>362</td>
<td>100%</td>
<td>0%</td>
<td>1,271.3</td>
</tr>
<tr>
<td>Forestry/Open (Growth Area)</td>
<td>746.1</td>
<td>84</td>
<td>100%</td>
<td>0%</td>
<td>746.1</td>
</tr>
<tr>
<td>Forestry/Open (Non-Growth Area)</td>
<td>636.4</td>
<td>231</td>
<td>100%</td>
<td>0%</td>
<td>636.4</td>
</tr>
<tr>
<td>Residential</td>
<td>48.1</td>
<td>104</td>
<td>80%</td>
<td>20%</td>
<td>38.5</td>
</tr>
<tr>
<td>Tourist</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Planned Development District</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>East Grand Fire District Total</td>
<td>13,446</td>
<td>1,372,047</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>
Applicant: Town of Winter Park

Zoning: The property is located in the town’s Open Space, Forestry, Agriculture, and Recreational District (OSF). Per the requirements of the district, “the planning and zoning commission and the town council shall determine density, minimum lot area, minimum lot width, building spacing, minimum yard requirements, maximum building coverage and maximum height of buildings or structures on an application by application basis”.

Architectural: This building was designed to function as a Public Works shop and therefore should not be held to the same design standards as a commercial structure as they function differently. This 27,000 square foot metal structure has been designed with dormers on the east side of the structure to break up the large roofline along Highway 40 and a stone base to ground the structure to the earth. The color schemes selected for this building were chosen to be compatible with the natural landscape of the surrounding area.

Proposed Material & Color: Please see attached materials board and elevations for the material list. The applicant is using tan metal siding for the walls, a green metal roof and stone veneer base.

Exterior Lighting: Exterior lighting will be installed at each entryway. The actual fixtures have not been selected and will need to be reviewed and approved by town staff prior to installation.

➢ Prior to building permit, the applicant shall provide town staff with a cut-sheet of the proposed light fixtures. The fixture shall be dark-sky compliant.

Building Height: The building elevations indicate that the height of the building at its highest point is 46’. Per the OSF zone district, the Planning Commission and Town Council shall determine the height of buildings on an application-by-application basis.

Parking: Parking is provided within the structure and the surrounding parking lot.

Landscaping/Revegetation: The site plan addresses revegetation of disturbed areas and outlines where erosion control will be installed. The site plan complies with town standards.

➢ No site clearing shall be permitted until staff has verified the Pre-Disturbance Checklist has been implemented on the site.

➢ Any disturbed areas on the site shall be revegetated with an appropriate seed mix.
**Site Plan and Building Elevations:** Staff is satisfied with the overall design.

**Roofs** - The building has been designed with dormers on the east side of the structure to break up the large roofline along Highway 40.

The building design incorporates metal roofing which assists in shedding snow during the course of a winter. Where the possibility exists of pedestrians being at risk of falling snow, gable roofs have been created or snow holding devices installed. It appears from the elevations that each entrance has been covered by a roof or snow holding device.

**Windows** - The elevations show that the windows do not dominate the face of the building and therefore meets this design guideline.

**Decks, Balconies, and Patios** – N/A

**Setbacks:** The structure is located 25’ from the Highway 40 right-of-way and 50’ from the actual pavement on the highway. The two side setbacks and rear setback are over 400’ from the structure. Per the OSF zone district, the Planning Commission and Town Council shall determine the minimum yard requirements on an application-by-application basis.

**Inspection:** A site inspection of the property has not been performed by Staff.

- No site clearing shall be permitted until Staff has verified the Pre-Disturbance Checklist has been implemented on the site.

**Erosion Control / Drainage:** The erosion and drainage plan complies with town standards.

- Approved drainage and erosion control shall be in place prior to site preparation, during construction, and through successful revegetation.

**Building Coverage / Open Space:** The total coverage is 14% of the site. This coverage includes the building, overhangs, parking areas, walkways, and drives. Per the OSF zone district, the Planning Commission and Town Council shall determine the building coverage requirements on an application-by-application basis.

**Planning Commission Recommendation:** The Planning Commission reviewed the design on February 25, 2020 and recommended approval of the Winter Park Public Works Shop, with the following conditions:

- Prior to building permit, the applicant shall provide a snow storage plan.
- Prior to building permit, the applicant shall provide a trash management plan that includes dumpster screening from both the sides of Highway 40 and the Fraser River Trail.
- Prior to building permit, the applicant shall provide town staff with a cut-sheet of the proposed light fixtures. The fixture shall be dark-sky compliant.
**Staff Recommendation:** Staff recommends the Town Council approve the site plan and building elevations as they relate to the lot area, building spacing, yard requirements (setbacks), building coverage and building height for the Winter Park Public Works Shop, with the conditions as outlined above in the Planning Commission Recommendation, as well as the following conditions:

- No site clearing shall be permitted until staff has verified the Pre-Disturbance Checklist has been implemented on the site.
- Any disturbed areas on the site shall be revegetated with an appropriate seed mix.
- Approved drainage and erosion control shall be in place prior to and throughout site preparation and construction and through successful revegetation.
Metal Roof: GREEN
Soffit Panels: OFF-WHITE
Insulated Metal Wall Panels: TAN
Stone Veneer: OLD WORLD LEDGE - MONARCH
Windows: CLEAR ANODIZED
Overhead Doors: WHITE
SEED MIX A

HIGH ALTITUDE GRASSES, ALL DISTURBED AREAS 23,160 SF

FOR SEEDED NATIVE TURF PREPARE SOIL EITHER PER RECOMMENDATIONS OF A SOIL TEST OR BY ADDING ONE TO THREE CUBIC YARDS (1-3 CU. YD.) OF APPROVED ORGANIC MATERIALS PER ONE-THOUSAND SQUARE FEET (1,000 SQ. FT.) AND ROTO-TILLING TO A DEPTH OF SIX TO EIGHT INCHES (6" TO 8"). MOW THESE AREAS EACH FALL, AFTER NATURAL SEEDING HAS OCCURRED, TO A HEIGHT OF SIX TO EIGHT INCHES (6" TO 8").

OVERLAP ZONE: OVER SEEDED WITH SEED MIX A

LEGEND (SEED MIXES)

1. SEE DISTURBANCE AREA SEE ALPINE SEED MIX L2.1, TYP, BY OTHERS

SUBMITTAL NARRATIVE:


THE PLANTING DISTRICT IS BASED ON LANDSCAPE, FOREST, AGRICULTURAL AND OPEN SPACE DISTRICTS OF THE PROPOSED DEVELOPMENT. LANDSCAPE DISTRICT IS NOT REQUIRED IN AN SOP DISTRICT. ALL UNPLANTED AREAS MUST BE COVERED WITH EITHER 4" OF IMPORTED TOPSOIL, OR AMMENDED AND TESTED PER SPECIFICATIONS. PROVIDE DOCUMENTATION FOR ALL SOURCES.

SEED MIX A

SEEDING RATE: 2 LBS PER 1,000 SQ.FT. OR 25 LBS PER ACRE

25% ELYMUS TRACHYCAULUS (SLENDER WHEATGRASS)
25% BROMUS MARGINATUS (MOUNTAIN BROME)
25% FESTUCA SAXIMONTANA (ROCKY MOUNTAIN FESCUE)
5% AGROSTIS SCABRA (TICKLEGRASS)
5% BROMUS CILIATUS (FRINGED BROME)
5% POA ALPINA (ALPINE BLUEGRASS)
4% ELYMUS GLAUCUS (BLUE WILDRYE)
3% KOELERIA MACRANTHA (JUNEGRASS)
2% DESCHAMPSIA CESPITOSA (TUFTED HAIRGRASS)
1% FESTUCA THURBERI (THURBER FESCUE)

SOWING OBSERVATIONS:
- MUST BE SOWN BY TOWN OF WINTER PARK PUBLIC WORKS FACILITY
- 2% BULK SOWING MAY BE SOWN IN LEAVES/SPRAYS ON CYCLE OF APPROVED SEEDS
- 1% BULK SOWING MAY BE USED FOR CYCLE OF SEEDS NOT LIKELY TO BLEED INTO ANOTHER CYCLE

PLANTING NOTES:

1. LIMITS OF AT GRADE PLANTING AND IRRIGATION IS DEFINED BY THE PROPOSED LIMITS OF GRADING AS SHOWN ON CIVIL DRAWINGS.
2. ALL LANDSCAPING SHALL BE IN CONFORMANCE WITH LANDSCAPE REGULATIONS, 2004 EDITION, ORDINANCE NO. 3133, SERIES OF 2004, AND THE AAN (AMERICAN ASSOCIATION OF NURSERYMEN) SPECIFICATIONS FOR NUMBER ONE GRADE.
3. GRAPHIC SYMBOLS PRESIDE OVER WRITTEN PLANT QUANTITIES.
4. SEED TO BE FROM SINGLE SUPPLIER.
5. ALL LANDSCAPE SHOWN ON THESE PLANS SHALL BE MAINTAINED IN A NEAT AND ADEQUATE MANNER. REQUIRED MAINTENANCE ACTIVITIES SHALL INCLUDE, BUT NOT BE LIMITED TO, MOWING OF NATIVE TURF ZONES, TRIMMING OF HEDGES, ADEQUATE IRRIGATION FOR THE ESTABLISHMENT PERIOD, REPLACEMENT OF DEAD, DISEASED OR UNSIGHTLY LANDSCAPING, REMOVAL OF WEEDS FROM PLANTING AREAS, AND APPROPRIATE PRUNING OF PLANT MATERIALS.
6. WARRANTY PERIOD BEGINS UPON RECORDED DATE OF ACCEPTANCE OF SUBSTANTIAL COMPLETION BY LANDSCAPE ARCHITECT. WARRANTY PERIOD ENDS 24 MONTHS AFTER RECORDED DATE OF SUBSTANTIAL COMPLETION.
7. SEE CIVIL SITE AND GRADING PLAN FOR ADDITIONAL INFORMATION.
FLOOR PLAN GENERAL NOTES:
- Access to all areas and spaces to be provided by means of stairways, ramps or elevators.
- All floor levels must be level with each other.
- All doors and windows must be accessible.
- All electrical and mechanical systems must be installed and operational.
- All plumbing and drainage systems must be installed and operational.
- All finishes must be installed and operational.
- All safety features must be installed and operational.
- All lighting must be installed and operational.
- All fire protection systems must be installed and operational.
- All security features must be installed and operational.
- All furniture and fixtures must be installed and operational.
- All signs and symbols must be installed and operational.
- All artwork and decorative features must be installed and operational.
- All mechanical systems must be tested and certified.
- All electrical systems must be tested and certified.
- All plumbing systems must be tested and certified.
- All drainage systems must be tested and certified.
- All finishes must be tested and certified.
- All safety features must be tested and certified.
- All lighting must be tested and certified.
- All fire protection systems must be tested and certified.
- All security features must be tested and certified.
- All furniture and fixtures must be tested and certified.
- All signs and symbols must be tested and certified.
- All artwork and decorative features must be tested and certified.
- All mechanical systems must be validated.
- All electrical systems must be validated.
- All plumbing systems must be validated.
- All drainage systems must be validated.
- All finishes must be validated.
- All safety features must be validated.
- All lighting must be validated.
- All fire protection systems must be validated.
- All security features must be validated.
- All furniture and fixtures must be validated.
- All signs and symbols must be validated.
- All artwork and decorative features must be validated.

KEYNOTES FLOOR PLAN:
- F.E.C. = FIRE EXTINGUISHER & CLOTH COVER. SEE SHEET A1.1 FOR MOUNTING HEIGHT.
- JANITOR BAY = JANITOR BAY. SEE SHEET A1.2 FOR SPECIFICATIONS.
- WASH BAY = WASH BAY. SEE SHEET A1.3 FOR SPECIFICATIONS.
- UNISEX RR = UNISEX RESTROOM. SEE SHEET A1.4 FOR SPECIFICATIONS.
- EXIT ID = EXIT ID. SEE SHEET A1.5 FOR SPECIFICATIONS.
- SIGN = SIGN. SEE SHEET A1.6 FOR SPECIFICATIONS.
- REMOVABLE BOLLARDS = REMOVABLE BOLLARDS. SEE SHEET A1.7 FOR SPECIFICATIONS.
- BOLLARDS = BOLLARDS. SEE SHEET A1.8 FOR SPECIFICATIONS.
- ELEVATOR SHAFT = ELEVATOR SHAFT. SEE SHEET A1.9 FOR SPECIFICATIONS.
- RAILING = RAILING. SEE SHEET A1.10 FOR SPECIFICATIONS.
- INTERIOR LIGHTING = INTERIOR LIGHTING. SEE SHEET A1.11 FOR SPECIFICATIONS.
- EXTERIOR LIGHTING = EXTERIOR LIGHTING. SEE SHEET A1.12 FOR SPECIFICATIONS.
- LIGHT FIXTURES = LIGHT FIXTURES. SEE SHEET A1.13 FOR SPECIFICATIONS.
- CEILING FIXTURES = CEILING FIXTURES. SEE SHEET A1.14 FOR SPECIFICATIONS.
- WALL FIXTURES = WALL FIXTURES. SEE SHEET A1.15 FOR SPECIFICATIONS.
- CEILING LAMPS = CEILING LAMPS. SEE SHEET A1.16 FOR SPECIFICATIONS.
- WALL LAMPS = WALL LAMPS. SEE SHEET A1.17 FOR SPECIFICATIONS.
- PLUG OUTLETS = PLUG OUTLETS. SEE SHEET A1.18 FOR SPECIFICATIONS.
- OUTLETS = OUTLETS. SEE SHEET A1.19 FOR SPECIFICATIONS.
- RECEPTACLES = RECEPTACLES. SEE SHEET A1.20 FOR SPECIFICATIONS.
- PHONE JACKS = PHONE JACKS. SEE SHEET A1.21 FOR SPECIFICATIONS.
- DATA JACKS = DATA JACKS. SEE SHEET A1.22 FOR SPECIFICATIONS.
- ACCESSORIES = ACCESSORIES. SEE SHEET A1.23 FOR SPECIFICATIONS.
- ALL WALL DIMENSIONS ARE TO FACE OF STUD OR FACE OF MASONRY UNLESS NOTED.
- CLEAN. ANY MATERIALS ABUTTING EACH OTHER MUST ALIGN. EDGES SHALL BE PER FOOT UNLESS OTHERWISE NOTED.
- F.E. = FIRE EXTINGUISHER & BRACKET. SEE SHEET A1.1 FOR MOUNTING HEIGHT.
- CASEWORK, ADJUSTABLE SHELVING, DOOR HARDWARE, ACCESSORIES AND TOILET HOOKS TO BE INSTALLED.
- FLOOR LEVELS TO BE LEVEL WITH EACH OTHER.
- ALL DOORS AND WINDOWS TO BE ACCESSIBLE.
- ALL ELECTRICAL AND MECHANICAL SYSTEMS TO BE INSTALLED AND OPERATIONAL.
- ALL PLUMBING AND DRAINAGE SYSTEMS TO BE INSTALLED AND OPERATIONAL.
- ALL FINISHES TO BE INSTALLED AND OPERATIONAL.
- ALL SAFETY FEATURES TO BE INSTALLED AND OPERATIONAL.
- ALL LIGHTING TO BE INSTALLED AND OPERATIONAL.
- ALL FIRE PROTECTION SYSTEMS TO BE INSTALLED AND OPERATIONAL.
- ALL SECURITY FEATURES TO BE INSTALLED AND OPERATIONAL.
- ALL FURNITURE AND FIXTURES TO BE INSTALLED AND OPERATIONAL.
- ALL SIGNS AND SYMBOLS TO BE INSTALLED AND OPERATIONAL.
- ALL ARTWORK AND DECORATIVE FEATURES TO BE INSTALLED AND OPERATIONAL.
- ALL MECHANICAL SYSTEMS TO BE TESTED AND CERTIFIED.
- ALL ELECTRICAL SYSTEMS TO BE TESTED AND CERTIFIED.
- ALL PLUMBING SYSTEMS TO BE TESTED AND CERTIFIED.
- ALL DRAINAGE SYSTEMS TO BE TESTED AND CERTIFIED.
- ALL FINISHES TO BE TESTED AND CERTIFIED.
- ALL SAFETY FEATURES TO BE TESTED AND CERTIFIED.
- ALL LIGHTING TO BE TESTED AND CERTIFIED.
- ALL FIRE PROTECTION SYSTEMS TO BE TESTED AND CERTIFIED.
- ALL SECURITY FEATURES TO BE TESTED AND CERTIFIED.
- ALL FURNITURE AND FIXTURES TO BE TESTED AND CERTIFIED.
- ALL SIGNS AND SYMBOLS TO BE TESTED AND CERTIFIED.
- ALL ARTWORK AND DECORATIVE FEATURES TO BE TESTED AND CERTIFIED.
FLOOR PLAN GENERAL NOTES:

1. AREA OF LEVEL FLOOR AND METAL BOX HEADER. PROVIDE INFILL STUDS BELOW HEADER.
2. MARKER BOARD 4' OTHERWISE NOTED
3. TACK BOARD 4' OTHERWISE NOTED
4. MARKER BOARD 6' AREA
5. TACK BOARD 3' LISTED AS GC
6. CORNER GUARDS TYP. ON ALL EXPOSED CORNERS IN ADMIN SECTION OF BU
7. 5/8" TREATED PLYWOOD COVERED WITH FRP FROM TOP OF FOUNDATION TO IMPACT RESISTANT COLUMN PROTECTORS
8. NOT USED
9. ADA COMPLIANT, ELECTRIC WATER COOLER WITH BOTTLE REFILL OPTION, SEE MECH
10. BOLLARDS PLACED INSIDE AND OUTSIDE, SEE SHEET 1/A1.3 FOR BOLLARD DETAILS
11. CAPACITY, VERIFY DIMENSIONS WITH MANUFACTURE
12. ELEVATOR SHAFT DESIGNED FOR SCHINDLER 3100 MRL TRACTION ELEVATOR
13. 10 TON OVERHEAD CRANE SYSTEM THAT TRAVERSES FROM GRIDS 8 TO 13
14. REMOVABLE RAILING 4'
15. WELDING CURTAIN ACROSS OPENING, MANUALLY OPERATED
16. FOOT OPERATED WASH BASIN, SEE MECH
17. EMERGENCY EYE WASH SINK, SEE MECH
18. INTERFERE WITH FOUNDATION/PILASTERS
19. STEEL LADDER TO MEZZANINE STORAGE AREAS, TWO LOCATIONS
20. - 0" WIDE GATES, ALONG SOUTH WALL FENCE IS 4'
21. DOOR - 0" X 4'
22. MOUNTED 2'
23. 0" A.F.F. FROM FLOOR, CENTERED IN WALL AREA, UNLESS INTERFERE WITH FOUNDATION/PILASTERS
24. TUNNEL INTERIOR WALLS - 0" HIGH WITH W/ JAMB STUDS
25. QUIET ROOM EXTERIOR WALLS - 0" HIGH WITH W/ JAMB STUDS
26. QUIET ROOM WALLS - 0" HIGH WITH W/ JAMB STUDS
27. QUIET ROOM DOORS - 0" HIGH WITH W/ JAMB STUDS
28. QUIET ROOM TREATMENT - 0" HIGH WITH W/ JAMB STUDS
29. TURNAROUND NOT TO INTERFER WITH FOUNDATION/PILASTERS
30. 15' - 0" MARKER BOARD - 0" MOUNTED 2'
31. ACCESSORIES. CASEWORK, ADJUSTABLE SHELVING, DOOR HARDWARE, ACCESSORIES AND TOILET
32. W/ JAMB STUDS
33. WALL TYPES LISTED ON SHEET A1.0
34. INTERIOR DOOR AND WINDOW DIMENSIONS ARE TO OUTSIDE FACE OF FRAME. CONTRACTOR TO VERIFY ACTUAL ROUGH OPENING OF THE WINDOW UNITS DURING OTHERWISE. EXTERIOR DOOR AND WINDOW DIMENSIONS ARE ROUGH OPENINGS.

KEYNOTES FLOOR PLAN:

1. FLOOR LADDER TO MEZZANINE STORAGE AREAS, TWO LOCATIONS
2. Mezzanine Level doors shall be equipped with flush action hardware and double-acting stops
3. All door hardware is penetrations to be finished
4. ...
WHEREAS, the Town Council has created a Commercial Enhancement Grant Program to fund landscaping and artistic improvements in the business area of Town; and,

WHEREAS, Town Council previously approved a Commercial Enhancement Grant for Stoked Meeting House on September 18, 2018 for $34,628.00; and,

WHEREAS, Stoked Meeting House has submitted a revision to the Town requesting a reduction in the grant amount to $12,464.63; and,

WHEREAS, the proposal, even in its reduced form, continues to meet the original enhancement grant evaluation criteria and the declared public purpose of the grant.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of Winter Park, Colorado that the Commercial Enhancement Grant revision for Stoked Meeting House is hereby approved by the Town Council and a revised Commercial Enhancement Grant Agreement will be executed and signed by the Mayor.

APPROVED AND PASSED this 3rd day of March, 2020, by a vote of _____ to ___.

TOWN OF WINTER PARK

________________________________________
Jimmy Lahrman, Mayor

ATTEST:

________________________________________
Danielle Jardee, Town Clerk
**Background**

In 2015 the Town entered into a Development Agreement and Deed Restriction to have the Sitzmark North property developed with a community center and a hotel. The Headwaters Center was constructed and fulfills the community center requirement by providing a community meeting space and educational center. Headwaters is now requesting an amendment to the Development Agreement and Deed Restriction to remove the restriction that limits the property use to the community center and a hotel. Instead of developing a hotel, Headwaters is proposing construction of a condominium building. The net profits from the sale of the condominiums will be used by Headwaters to support the operation and programming of the Headwaters River Journey. The proposed amendment will also implement a 0.5% real estate transfer assessment (RETA) on the condominiums, with the RETA funds being dedicated for the construction of attainable housing.

**Analysis**

In 2015 the Town of Winter Park entered into an agreement with The Sprout Foundation for the development of the Sitzmark North property. Under the agreement, a deed restriction was placed upon the property limiting its potential development to a community center and a hotel. The Sprout Foundation assigned its rights and obligations to Headwaters Ecology and Community Centers (Headwaters). Headwaters constructed and operates the facility known as the Headwaters Center, which fulfills the obligations for the community Center.

Headwaters is requesting this first amendment of the Development Agreement and Deed Restriction to remove the restriction limiting the property to a hotel. In lieu of developing a hotel on this property, Headwaters is proposing to construct a thirty-one unit condominium building. Headwaters agrees that the net profits from the sale of the condominium units will be placed in a separate Headwaters account to be used solely in connection with the
Headwaters Center. These funds may be used for the operation, maintenance, repairs and capital improvements at the Headwaters Center.

The proposed amendment to the Development Agreement also:

- Adds a provision that twelve surface parking spaces located on the south side of the Headwaters Center may be used for visitor parking in connection with the condominium building and counted to satisfy the parking requirements for both the Headwaters Center and the condominium building.
- Waives the application fees for any subdivision of the Sitzmark North property proposed by Headwaters before December 31, 2021.
- Waives the building permit application fees and other development fees for the Condominium Building.
- Establishes a Real Estate Transfer Assessment (RETA) of 0.5%. The RETA is in addition to the existing Real Estate Transfer Tax collected under Town Code. The covenant for the RETA acknowledges the funds received by the Town will be used exclusively for the construction of attainable housing.

Representatives for Headwaters indicated at a Council workshop that they do not believe the site can be developed as a hotel due to the size of the parcel. Developing the property for condominiums will generate funds for the Headwaters ongoing operation.

**Recommendation**

It is at the Council’s discretion whether or not to approve the proposed amendment to the Development Agreement and Deed Restriction.

Should the Town Council wish to approve the amendment, the following motion should be made:

- I move to approve Resolution 1754 approving an amendment to the Development Agreement and Deed Restriction with the Headwaters Ecology and Community Centers as presented.

Should the Town Council wish to deny the amendment, the following motion should be made:

- I move to deny Resolution 1754 approving an amendment to the Development Agreement and Deed Restriction with the Headwaters Ecology and Community Centers as presented.
Should you have any questions or need additional information regarding this matter, please contact me.
A RESOLUTION APPROVING THE FIRST AMENDMENT OF DEVELOPMENT AGREEMENT AND DEED RESTRICTION

WHEREAS, on June 3, 2015, the Town and the predecessor to Headwaters Ecology and Community Centers ("Headwaters") entered into a Development Agreement and Deed Restriction (the "Development Agreement") for the development of the Sitzmark North property;

WHEREAS, Headwaters constructed and operates an econology and community center as required by the Development Agreement;

WHEREAS, Headwaters has requested that the Development Agreement be amended to allow Headwaters to construct condominiums on the Sitzmark North property instead of a hotel, with the profits being dedicated to the operation of the Headwaters Center; and

WHEREAS, the parties have negotiated the attached First Amendment of the Development Agreement and Deed Restriction, which will allow the condominium construction in exchange for a 0.5% Real Estate Transfer Assessment dedicated to attainable housing.

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

1. The First Amendment of the Development Agreement and Deed Restriction is hereby approved in substantially the form attached hereto, subject to final approval of the Town Attorney. Upon such approval, the Mayor is authorized to execute the First Amendment.

PASSED, ADOPTED AND APPROVED this 3rd day of March, 2020.

TOWN OF WINTER PARK

_______________________________
Jimmy Lahrman, Mayor

ATTEST:

_____________________________
Danielle Jardee, Town Clerk
FIRST AMENDMENT OF DEVELOPMENT AGREEMENT
AND DEED RESTRICTION
(North Parcel)

THIS FIRST AMENDMENT OF DEVELOPMENT AGREEMENT AND DEED RESTRICTION (North Parcel) (the "First Amendment") is made and entered into as of March ____ , 2020 (the "Effective Date"), by and between the TOWN OF WINTER PARK, COLORADO, a Colorado home rule municipality (the "Town"), and HEADWATERS ECOLOGY AND COMMUNITY CENTERS, a Colorado non-profit corporation ("Headwaters") (each individually a "Party" and collectively the "Parties").

WITNESSETH:

WHEREAS, the Town and Headwaters’ predecessor-in-interest, The Sprout Foundation ("Sprout"), entered into that mutual Development Agreement dated June 3, 2015 (the “Development Agreement”), whereby the Town agreed to sell and Headwaters agreed to purchase a portion of the real property in the County of Grand, State of Colorado, legally described in Exhibit A hereto and incorporated herein (the “North Parcel”), such portion to be created by subsequent subdivision plat and described as "Parcel A";

WHEREAS, on July 9, 2015, said Parcel A was created by the filing of the Subdivision Exemption Plat of Sitzmark North, at Reception No. 2015004531, and Exhibit B, attached hereto and incorporated herein, contains the legal description of Parcel A;

WHEREAS, on September 15, 2015, Sprout assigned its rights and obligations under the Development Agreement to Headwaters and Headwaters assumed all such rights and obligations;

WHEREAS, Headwaters acquired Parcel A from the Town pursuant to the deed dated September 22, 2015, recorded on September 28, 2015, under Reception No. 201500696 in the records of the Clerk and Recorder for the County of Grand, State of Colorado;

WHEREAS, as contemplated by the Development Agreement, Headwaters constructed and currently operates an ecology and community center that houses, among other things, an environmental education center, which is referred to in the Development Agreement as the “EEC” and which is now known as the Headwaters Center (the “Headwaters Center”), which provides educational exhibits and programs regarding the ecology of the Fraser River and the surrounding areas;

WHEREAS, the Development Agreement restricts the use of Parcel A to the Headwaters Center and a hotel;

WHEREAS, Headwaters executed a Deed Restriction dated September 22, 2015, which was recorded on October 5, 2015, under Reception No. 2015007214 in the records of the Clerk and Recorder for the County of Grand, State of Colorado (the “Deed Restriction”);
WHEREAS, the Deed Restriction limits the use of Parcel A to the Headwaters Center and a hotel;

WHEREAS, the Development Agreement and the Deed Restriction can be amended with the mutual consent of the Town and Headwaters;

WHEREAS, the Parties mutually desire to amend the Development Agreement and the Deed Restriction to permit Parcel A to be subdivided and developed for a multi-family residential project that is permitted under current zoning applicable to Parcel A (the “Condominium Project”), in lieu of a hotel, provided that the net profits from the sale of condominium units in the Condominium Project are used by Headwaters to support the operation and programming of the programming and facilities provided by Headwaters at the Headwaters Center, including without limitation the Headwaters River Journey; and

WHEREAS, the Parties further mutually desire to amend the Development Agreement to provide for payment of a real estate transfer assessment (the “RETA”) upon the sale of condominium units in the Condominium Project.

NOW, THEREFORE, in consideration of the foregoing, the mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Development Agreement is hereby amended as follows:

   a. Section 4.f. of the Development Agreement is amended and restated to read as follows:

      4.f. Condominium Construction. Headwaters may elect to construct or cause a third-party to construct on a portion of Parcel A a multi-family residential structure (the “Condominium Building”) that complies with the current requirements of the Town zoning applicable to Parcel A. Prior to any such construction, Headwaters shall submit an application pursuant to the Town’s subdivision approval procedures to re-subdivide Parcel A into two parcels, one for the Community Center, the other for the Condominium Building (the “Condominium Parcel”).

   b. All references in the Development Agreement to the “Hotel Parcel” shall be deemed to refer to the “Condominium Parcel” and all references in the Development Agreement to the “Hotel” shall be deemed to refer to the “Condominium Building.”

   c. The definition of “Hotel Parcel” in Section 1.g. of the Development Agreement is amended and restated as follows:
1.g. Condominium Parcel” means the portion of the North Parcel which is re-
subdivided into a separate parcel from the parcel on which the Community Center
is located on the date of this First Amendment.

d. Section 4 of the Development Agreement is amended by the addition of the
following Section 4.j.:

4.j. Permitted Use of Profits from Sales of Condominium Units. Headwaters
hereby agrees that any net profits from the sale of condominium units constructed
as part of the Condominium Building (each a “Condominium Unit”) remaining
after payment of all costs of design and construction of the Condominium Building
and closing costs incurred in connection with the sale of Condominium Units (the
“Net Profits”) shall be delivered to Headwaters by the title company or other
person or entity conducting the closing of the sales of Condominium Units. The
Net Profits shall be placed in a separate Headwaters account by Headwaters and
may be used solely in connection with the Headwaters Center, including, but not
limited to, operations, maintenance, repairs and capital improvements at the
Headwaters Center (the “Permitted Use of Profits”). Such funds may be invested
by Headwaters pending Headwaters’ determination to use such funds for the
Permitted Use of Profits.

e. Section 5.h. of the Development Agreement is amended by the addition of the
following provision: “The Town and Headwaters agree that twelve (12) of the
surface parking spaces located on the south side of the Headwaters Center may
be used for visitor parking in connection with the Condominium Building and that
such twelve parking spaces shall be counted to satisfy parking requirements for
both the Headwaters Center and the Condominium Building.”

f. Section 7.b. of the Development Agreement is amended and restated to read as
follows:

7.b. The Town shall waive the application fees for any subdivision of the North
Parcel proposed by Headwaters on or before December 31, 2021.

g. Section 7 of the Development Agreement is amended by the addition of the
following new Section 7.i.:

7.i. Building and Development Fees for Condominium Parcel. The Town shall
waive any building permit application fees and other development fees for the
Condominium Building for all building permits applied for by Headwaters.

h. Section 7 of the Development Agreement is further amended by the addition of
the following new Section 7.j.:
7.j. **Real Estate Transfer Assessment.** The Town and Headwaters agree to impose a residential real estate transfer assessment (the “RETA”) in the amount of 0.5% of the consideration paid for each non-exempt transfer of any condominium unit created as part of the Condominium Building (each payment to the Town being a “RETA Assessment”) according to the "Declaration of Covenant - Residential Real Estate Transfer Assessment" attached as Exhibit C to this First Amendment and incorporated herein by this reference (the “RETA Covenant”). The RETA shall be in addition to the existing Real Estate Transfer Tax administered by the Town under Title 1, Chapter 10 of the Town Code, as amended (the "RETT"). Except as modified by Exhibit C, the Town shall administer and collect the RETA in the same manner as the Town administers and collects the RETT. The RETA Covenant shall be recorded after the Town has approved the re-subdivision of Parcel A creating the parcel on which the Condominium Building will be constructed and shall only encumber such parcel. Recordation of the RETA Covenant shall be a condition precedent to the issuance of any building permits for the Condominium Building.

i. Section 8 of the Development Agreement is amended and restated as follows:

8. **Term; Certain Provisions Run with the Land.** The term of this Agreement shall be 15 years from the Effective Date unless otherwise terminated as provided herein. Notwithstanding the term of this Agreement, the following provisions of this Agreement, as such provisions may be amended herein, shall be covenants running with the land that comprises Parcel A, including the Condominium Parcel when the re-subdivision of Parcel A is approved by the Town, and shall be binding upon and inure to the benefit of the Town and the present and all future owners of Parcel A: 3.d., 3.e., 4.i., 5.d., 5.f., 5.g., 5.h., 7.c., 7.d., 7.g., 7.h., and 13.a.-m.

j. Section 9.a. of the Development Agreement is amended by the addition of the following new paragraph iv:

iv. If Headwaters applies to the Town to re-subdivide Parcel A in order to create the Condominium Parcel on or before December 31, 2021, Headwaters shall receive an additional 3 years of vested rights, for a total of 15 years, calculated from the Effective Date.

2. **Section 1 of the Deed Restriction is hereby amended and restated to read as follows:**

The use of the Property shall be limited to a multi-family residential project and a community center (the “Community Center”).

3. In all other respects, the Development Agreement shall continue in full force and effect.
4. Any capitalized word not defined herein shall have the meaning given to it in the Development Agreement, if any, except to the extent modified herein.

5. The Parties hereto may execute this Amendment in one or more counterparts. Each such counterpart shall be deemed as an original and, considered together, shall constitute the same instrument.

WHEREFORE, the Parties have executed this First Amendment of Development Agreement (North Parcel) as of the date first written above.

TOWN OF WINTER PARK, COLORADO,
a Colorado home rule municipality

____________________________________
__________________________, Mayor

ATTEST:

__________________________________
________________________, Town Clerk

HEADWATERS ECOLOGY AND COMMUNITY CENTERS,
a Colorado non-profit corporation

By: ___________________________________
    Robert C. Fanch, Chairman

STATE OF COLORADO

) ss.

COUNTY OF ________________________

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of ________________, 2020, by Robert C. Fanch, as Chairman of The Headwaters Ecology and Community Centers, a Colorado non-profit corporation.

My commission expires:

(SEAL)

2/28/2020
Notary Public
EXHIBIT A

LEGAL DESCRIPTION OF NORTH PARCEL

Lot 3, the Amended Sitzmark Subdivision, According to the Plat Recorded December 31, 1984 at Reception No. 224981, Town of Winter Park, Grand County, Colorado.
EXHIBIT B

LEGAL DESCRIPTION OF PARCEL A

The following described real property located in the County of Grand, State of Colorado:

Parcel A, Subdivision Exemption Plat of Sitzmark North, according to the Plat thereof recorded July 9, 2015, at Reception No. 2015004531.
EXHIBIT C

FORM OF RETA DECLARATION

[see attached document]
DECLARATION OF COVENANT
Residential Real Estate Transfer Assessment

This Declaration of Covenant (the "Covenant") is made by HEADWATERS ECOLOGY AND COMMUNITY CENTERS, a Colorado non-profit corporation ("Headwaters") and shall be effective upon its recording in the Grand County, Colorado, real property records (the "Effective Date").

WITNESSETH:

WHEREAS, as the owner of certain property more particularly described in Exhibit A, attached hereto and incorporated herein (the "Property"), Headwaters entered into a Development Agreement (the "Agreement") with the Town of Winter Park (the "Town"), dated June 3, 2015, and amended on ____________, 2020 (the "First Amendment"), and recorded in the real property records of Grand County (the "Records") at Reception No. _________________; and

WHEREAS, the Agreement governs the development of the Property;

WHEREAS, Headwaters has constructed a community center on the Property and proposes to further develop the Property with a multi-family residential project, including condominium units (the "Condominium Project");

WHEREAS, in the Agreement, as amended by the First Amendment, the Town and Headwaters agreed to a residential real estate transfer assessment in the amount of 0.5% of the consideration paid for each non-exempt transfer of a condominium unit constructed as part of the Condominium Project (each a “Condominium Unit”), subject to certain terms and conditions set forth herein (the "Transfer Assessment"); and

WHEREAS, each person acquiring any interest in any Condominium Unit shall be deemed for all purposes to have assented and agreed, as an essential condition of any conveyance to such person, to the provisions of this Covenant, and to have waived any right to challenge or contest the provisions hereof or to seek any refund or abatement of the assessment payable hereunder.

NOW THEREFORE, in light of the foregoing Recitals and the consideration set forth in the Agreement, Headwaters hereby covenants and binds the Property as follows:

1. Definitions. For purposes of this Covenant, and consistent with Title 1, Chapter 10 of the Winter Park Town Code (the "Code"), as amended, the following terms shall have the following meanings:

   a. "Consideration" means the gross consideration paid for the Condominium Unit affected by the Transfer and includes actual cash paid, the money equivalent of real and personal property delivered or conveyed in exchange for the Transfer, or
contracted to be paid or delivered or conveyed, in return for the Transfer of ownership or interests in the Condominium Unit, and includes the amount of any lien, mortgage, contract indebtedness, or other encumbrance or debt, either given to secure the purchase price, or any part thereof, or remaining unpaid on the Property at the time of the Transfer. "Consideration" does not include as an addition to gross consideration the amount of any outstanding lien or encumbrance in favor of the United States, the state of Colorado, or of a municipal or quasi-municipal corporation or district for taxes, special benefits or improvements.

b. "Final Court Action" means a final order or opinion issued by a court of competent jurisdiction by which the Town or Headwaters is bound, where no appeal can be taken or the time for filing an appeal has expired.

c. "Transfer" means, whether or not the same is in writing or is recorded, each and every sale, grant, assignment, exchange, or conveyance of any ownership or title to a Condominium Unit, and the sale, leasing, letting, conveyance or assignment of a possessory interest in a Condominium Unit, subject to the exemptions set forth in Section 3.

2. **Covenant.** Headwaters hereby covenants and agrees that the Transfer Assessment shall be due and payable by the grantee at the time of each Transfer. The amount of the Transfer Assessment is 0.5% of the Consideration paid for such Transfer. Headwaters hereby waives, on behalf of itself and its successors in title, any right to challenge the Transfer Assessment on any basis at any time.

3. **Exemptions.**

   a. No Transfer Assessment shall be due or payable with respect to any Transfer of commercial portions of the Property.

   b. No Transfer Assessment shall be due or payable with respect to any Transfer that is specifically exempted from payment of the Town's Real Estate Transfer Tax pursuant to Section 1-10-6 of the Code, as amended.

   c. No Transfer Assessment shall be due or payable with respect to any Transfer that is a reorganization of any business entity that owns title to any portion of the Condominium Unit being transferred and that does not result in the conveyance by deed of such interest in a Condominium Unit to another business entity or individual.
4. **Exemption Procedure.** The procedure for obtaining an exemption shall be the procedure set forth in Title 1, Chapter 10 of the Code, as amended.

5. **Receipt and Application of Funds.** The Transfer Assessment may be paid either by the buyer or the seller, as negotiated in each Transfer. Each Transfer Assessment shall be paid directly to the Town. All amounts received by the Town pursuant to this Covenant shall be directed to the Town's General Fund but accounted for as a separate income item and used exclusively for construction of attainable housing, provided that a portion of the funds may be used to administer the collection of the Transfer Assessment.

6. **Penalties and Liens.** In the event of any breach of this Covenant by any person, penalties and liens shall be imposed as set forth in Title 1, Chapter 10 of the Code, as amended.

7. **Relationship to Property.** Headwaters acknowledges and agrees that, because the funds raised by the Transfer Assessment are required to be used for the purpose specified in Section 5 above, the obligations imposed by this Covenant are related to and touch and concern the Property. This Covenant shall run with the Property and shall be binding on all persons who hereafter acquire any interest in the Property, whether as an owner, renter, trustee or mortgage beneficiary, or otherwise.

8. **Recording.** This Covenant shall be recorded in the records of Grand County, Colorado.

9. **Enforcement.** This Covenant is made for the express benefit of the owners and occupants of the Property and for the additional express benefit of the Town. The Town shall have the right and power to enforce the terms of this Covenant as provided in the Code, including but not limited to Titles 1 and 7 thereof and to bring suit for either legal or equitable relief for any breach, default or lack of compliance with the provisions of this Covenant, provided that no suit may be filed until the Town and Headwaters, or its successors and assigns, are provided with written notice of such breach or lack of compliance and the breaching Party fails to cure such breach or lack of compliance within 10 days after the mailing of such notice. Further, the Town shall have the right to refuse to further process or to deny any building permit, certificate of occupancy, or development application with regard to the Condominium Project for which a Transfer Assessment is owed and not paid.

10. **Defense and Cure of Covenant.**

   a. In the event of any legal challenge by a third party to the validity or enforceability of any provision of this Covenant, Headwaters shall cooperate with the Town in the defense of such challenge, with each bearing its own costs and attorney fees. During the pendency of any such legal challenge, through and including any Final Court Action, Headwaters shall not assert any legal position contrary to the enforceability of this Covenant.
b. In the event of a Final Court Action determining this Covenant to be invalid or unenforceable, in whole or in part, resulting from such third-party legal challenge, Headwaters shall cooperate with the Town as necessary, and use its efforts to cure any such legal defects identified by such Final Court Action, and immediately upon such cure, take such actions as may be necessary to render the terms of this Covenant effective and enforceable. No such action shall alter the amount of the Transfer Assessment as set forth in Section 2 above, or the purposes for which the funds raised shall be expended, as set forth in Section 5 above.

c. If this Covenant is held to be invalid or unenforceable by any Final Court Action, Headwaters shall not be required to purchase or repurchase any of the Condominium Units to effect a cure nor be required to pay any Transfer Assessment not collectable by the Town.

11. **Severability.** A determination by any court of competent jurisdiction that any provision of this Covenant is invalid or unenforceable shall not affect the validity or enforceability of any other provision hereof.

12. **Statements.** Upon written request by any interested party, the Town shall issue a written statement setting forth the amount of any unpaid Transfer Assessment with respect to any specific Condominium Unit identified in such request. Such statement shall be furnished as soon as reasonably practicable, but in no event later than 30 days after receipt of the request and shall be binding on the Town.

13. **Amendment.** This Covenant shall not be amended or terminated without the advance written consent of the Town. If the Town provides such consent, no amendment shall be effective unless it is contained in a written instrument signed and acknowledged by Headwaters or its successors in the same manner as this Agreement and duly recorded.

14. **Term.** The Transfer Assessment shall become effective upon recording of this Covenant and shall have an indefinite term, the intent being that this Covenant shall apply in perpetuity.

15. **Governing law and Venue.** The interpretation, enforcement or any other matters relative to this Covenant shall be construed and determined in accordance with the laws of the State of Colorado, and venue for any legal action arising out of this Agreement shall be in Grand County, Colorado.

16. **Encumbrance.** Until terminated, each and every provision contained in this Covenant shall be deemed incorporated in each deed or other instrument by which any right, title or interest in any Condominium Unit is transferred, granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument.

IN WITNESS WHEREOF, Headwaters has executed this Covenant as of the Effective Date.
HEADWATERS ECOLOGY AND COMMUNITY CENTERS, a Colorado non-profit corporation

By: ______________________________________
    Robert C. Fanch
    Title: Chairman

STATE OF COLORADO )
    ) ss.
COUNTY OF ___________ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of ____________, 2020, by Robert C. Fanch as Chairman of Headwaters Ecology and Community Centers, a Colorado non-profit corporation.

My commission expires: ___________________________

(S E A L)

___________________________________________

Notary Public
EXHIBIT A
LEGAL DESCRIPTION
Attached for your review is an Ordinance titled “An ordinance appropriating additional sums of money to defray expenses in excess of amounts budgeted and appropriated for the fiscal year 2020 for the Town of Winter Park, Colorado”. The Ordinance revises the original amounts budgeted and appropriated in the 2020 Budget by the Town Council adopted on November 17, 2019.

This ordinance is being brought forward to address events that have occurred subsequent to the approval of the 2020 budget requiring budget revision. The proposed revisions are explained below.

**Transit & Trails Fund** - The Town originally budgeted to purchase (1) new bus in 2020 while forecasting the purchase of (2) new buses in 2021. Grants were received to cover 80% of the total cost of the buses. The bus manufacturer will have our 2021 buses available in 2020. Purchasing the buses will allow the Town to have (3) new buses placed in service in 2020 prior to expected price increases in 2021. Equipment is purchased out of the General Fund. The Transit & Trails fund will transfer the funds to cover this purchase to the General Fund. The chart below reflects the impact of this change on the Transit Fund budget.

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<th>Expenditures</th>
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</thead>
<tbody>
<tr>
<td>Transfer to General Fund</td>
<td>907,202</td>
</tr>
<tr>
<td>Grants</td>
<td>699,954</td>
</tr>
<tr>
<td>Fund Balance</td>
<td>207,248</td>
</tr>
<tr>
<td>Total</td>
<td>907,202</td>
</tr>
<tr>
<td>Total</td>
<td>907,202</td>
</tr>
</tbody>
</table>

**Capital Fund** - At the time the 2020 budget was approved the Baker Drive Improvements were projected to be completed and paid for in 2019. The project carried into 2020 but was not included in the 2020 budget. Additionally, Council approved an increase to the 2019 Certificates of Participation offering subsequent to budget approval. This change increased debt service over the originally budgeted debt service by $100,251 for 2020. The additional expenditures will be covered by transfers from the General Fund. The
The purchase of the (2) additional Transit buses in 2020 will be paid for out of the General Fund. These purchases will be covered by a transfer from the Trails & Transit Fund. The General Fund will also transfer funds to the Capital fund to cover the completion of the Baker Drive Improvements project as well as the additional debt service on the 2019 Certificates of Participation. Lastly, the Council has previously agreed to reimburse the Chamber of Commerce for losses exceeding what was budgeted on at risk ticketed events. The Chamber of Commerce has requested $63,475 to cover the 2019 shortfall. The chart below reflects the impact of this change on the Transit Fund budget.

<table>
<thead>
<tr>
<th>Expenditures</th>
<th>Revenues</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase Transit Buses</td>
<td>907,702</td>
</tr>
<tr>
<td>Transfer to Capital Fund</td>
<td>598,251</td>
</tr>
<tr>
<td>Events</td>
<td>63,475</td>
</tr>
<tr>
<td>Transfer from Transit &amp; Trails Fund</td>
<td>907,702</td>
</tr>
<tr>
<td>Fund Balance</td>
<td>661,726</td>
</tr>
<tr>
<td>Total</td>
<td>1,569,428</td>
</tr>
</tbody>
</table>

**Recommended Motions**

Staff recommends the Town Council approve the 2020 Budget Revisions as presented by approving the attached Ordinance.
WHEREAS, Section 9.12 of the Town of Winter Park Home Rule Charter provides that the Town Council by ordinance may make supplemental appropriations; and

WHEREAS, Keith Riesberg, Town Manager, has certified funds available in excess of the appropriated expenditures as presented in the 2020 Adopted Budget.

WHEREAS, upon due and proper notice, published or posted in accordance with state law, a public hearing was held on March 17, 2020, and interested taxpayers were given the opportunity to file or register any objections to said supplemental appropriations, and;

NOW THEREFORE, BE IT ORDAINED by the Town Council of the Town of Winter Park, Colorado:

Section 1. That the 2020 supplemental appropriations shall be added to the following funds:

**Transit & Trails Fund**

<table>
<thead>
<tr>
<th></th>
<th>Expenditures</th>
<th>Revenues</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transfer to General Fund</td>
<td>907,202</td>
<td></td>
</tr>
<tr>
<td>Grants</td>
<td>699,954</td>
<td></td>
</tr>
<tr>
<td>Fund Balance</td>
<td>207,248</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>907,202</td>
<td>907,202</td>
</tr>
</tbody>
</table>

**General Fund**

<table>
<thead>
<tr>
<th></th>
<th>Expenditures</th>
<th>Revenues</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment</td>
<td>907,702</td>
<td></td>
</tr>
<tr>
<td>Transfers to Capital Fund</td>
<td>598,251</td>
<td></td>
</tr>
<tr>
<td>Events</td>
<td>63,475</td>
<td></td>
</tr>
<tr>
<td>Transfer from Transit &amp; Trails Fund</td>
<td>907,702</td>
<td></td>
</tr>
<tr>
<td>Fund Balance</td>
<td>661,726</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>1,569,428</td>
<td>1,569,428</td>
</tr>
</tbody>
</table>

**Capital Fund**

<table>
<thead>
<tr>
<th></th>
<th>Expenditures</th>
<th>Revenues</th>
</tr>
</thead>
<tbody>
<tr>
<td>Baker Drive Improvements</td>
<td>498,000</td>
<td></td>
</tr>
<tr>
<td>2019 COP Debt Service</td>
<td>100,251</td>
<td></td>
</tr>
<tr>
<td>Transfers from General Fund</td>
<td>598,251</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>598,251</td>
<td>598,251</td>
</tr>
</tbody>
</table>
Section 2. That the supplemental appropriation as submitted, amended and herein above summarized by fund, hereby is approved and adopted providing additional appropriations to the Budget of the Town of Winter Park for the year stated above.

INTRODUCED, APPROVED ON FIRST READING, AND ORDERED PUBLISHED IN FULL this 3rd day of March, 2020. A public hearing shall be held at the regular meeting of the Winter Park Council on the 17th day of March, 2020 at 5:30 p.m., or as soon thereafter as possible, at the Winter Park Town Hall.

TOWN OF WINTER PARK

________________________
James Lahrman, Mayor

ATTEST:

________________________
Danielle Jardee, Town Clerk

READ, ADOPTED AND ORDERED PUBLISHED on second and final reading by a vote of ______ to ______ on the 17th day of March, 2020.

TOWN OF WINTER PARK

________________________
James Lahrman, Mayor

ATTEST:

________________________
Danielle Jardee, Town Clerk
Background
The Town of Winter Park is proposing to construct a transit maintenance facility at 350 GCR 5103, adjacent to the property at 1410 GCR 5, owned by Jeffery & Tracie Martin. The Town is proposing to acquire the Martin property as it will support the Town’s plans for the construction of the maintenance facility. A contract to purchase the Martin property has been negotiated and is being presented for the Council’s approval.

Analysis
As the Town moves forward with its plans for a transit maintenance facility at 350 GCR 5103, it identified the benefits of acquiring the adjacent property at 1410 GCR 5. Acquiring the property owned by Jeffery & Tracie Martin will give the Town control of the property adjacent to the transit maintenance facility. This property acquisition resolves concerns over the impact of the proposed facility on the adjoining property.

The property to be acquired is approximately six acres with direct access to CR 5. The property contains a single-family dwelling unit and an apartment. The current owners will be given a lease that allows them to remain in the house until June 30, 2021. A lease agreement between the Town as the new owners and the Martins as tenants will come before the Town Council separately for approval. The Town may use the apartment as employee housing as it attempts to recruit Police Officers to Winter Park. The property could be used for other attainable housing projects in the future.

Plans for the development and use of this property will be coordinated with other entities, including Grand County, the Town of Fraser and Mountain Parks Electric.
Recommendation
It is at the Council's discretion whether or not to approve the proposed contract to buy this property. Staff recommends approval of the proposed contract as presented.

Should the Town Council wish to approve the contract, the following motion should be made:
   I move to approve Resolution 1755 approving the contract to buy the real estate located at 1410 GCR 5 as presented.

Should the Town Council wish to deny the proposed property purchase, the following motion should be made:
   I move to deny Resolution 1755 approving the contract to buy the real estate located at 1410 GCR 5 as presented.

Should you have any questions or need additional information regarding this matter, please contact me.
A RESOLUTION APPROVING A PURCHASE AND SALE AGREEMENT FOR PROPERTY KNOWN AS 1410 COUNTY ROAD 5, FRASER, COLORADO

WHEREAS, the owners, Jeffery A. Martin and Tracie Martin, wish to sell certain real property known as 1410 County Road 5, Fraser, Colorado (the "Property");

WHEREAS, the Property could be used by the Town to support the planned Winter Park Lift Operations Center via County Road 5 and could be used to provide additional affordable employee housing; and

WHEREAS, the Town wishes to purchase the Property for those and other public purposes.

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

1. The Town Council hereby approves the Purchase and Sale Agreement between the Town and Jeffery A. Martin and Tracie Martin in substantially the same form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Agreement on behalf of the Town.

PASSED, ADOPTED, AND APPROVED this 3rd day of March, 2020.

TOWN OF WINTER PARK

____________________________
Jimmy Lahrman, Mayor

ATTEST:

____________________________
Danielle Jardee, Town Clerk
CONTRACT TO BUY AND SELL REAL ESTATE

Dated: March __, 2020

THIS AGREEMENT is made and entered into this ___ day of __________________, 2020 (the "Effective Date"), by and between the Town of Winter Park, a Colorado municipality with an address of P.O. Box 3327 / 50 Vasquez Road, Winter Park, CO 80482 ("Buyer") and Jeffery A. Martin (aka Jeffrey A. Martin) and Tracie Martin, individuals with an address of P.O. Box 518 / 1410 County Road 5, Fraser, CO 80442 ("Seller") (each a “Party” and together the “Parties”).

WHEREAS, Buyer wishes to buy and Seller wishes to sell, on the terms and conditions set forth below, the following certain property.

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

1. THE PROPERTY. Buyer agrees to buy and Seller agrees to sell, on the terms and conditions set forth herein, the following real property:

Parcel: 1589-133-00-038, situs address 1410 GCR 5
METES & BOUNDS 76 ALL 6AC TR NW4SW4 S13 T1S R76 DESC B/144 P/531
COUNTY OF GRAND, STATE OF COLORADO

together with all interest of Seller in associated water rights and mineral rights, vacated streets and alleys adjacent thereto, all easements and other appurtenances thereto, all improvements thereon and all attached fixtures thereon, except as herein excluded (collectively the "Property").

2. INCLUSIONS/EXCLUSIONS. The purchase price includes the following items (a) if attached to the Property on the date of this Agreement: lighting, heating, plumbing, ventilating, and air conditioning fixtures, TV antennas, water softeners, smoke/fire/burglar alarms, security devices, inside telephone wiring and connecting blocks/jacks, built-in kitchen appliances, and garage door openers including remote controls; and (b) if on the Property whether attached or not on the date of this Agreement: washer and dryer, storm windows, storm doors, window and porch shades, awnings, blinds, screens, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, all keys.

a. The above-described included items (the “Inclusions”) are to be conveyed to Buyer by Seller by bill of sale at the closing, free and clear of all taxes, liens and encumbrances, except as provided in Section 10.

b. The Inclusions apply to all dwellings on the Property including without limitation the main residence and the garage apartment.

c. The following attached fixtures are excluded from this sale: Storage sheds, outbuildings and fencing.

3. PURCHASE PRICE AND TERMS. The purchase price shall be eight hundred
thousand dollars ($800,000.00) plus incidental closing costs, excluding title work, to be paid by Buyer at closing in funds which comply with all applicable Colorado laws, which include cash, electronic transfer funds, certified check, savings and loan teller’s check, and cashier’s check (Good Funds).

4. ASSIGNABLE. This Agreement shall be assignable by Buyer without Seller’s prior written consent. This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the Parties.

5. EVIDENCE OF TITLE. Seller shall furnish to Buyer, at Seller’s expense, a current commitment for owner’s title insurance policy in an amount equal to the purchase price on or before March 15, 2020 (Title Deadline). If a title insurance commitment is furnished, Buyer may require of Seller that copies of instruments (or abstracts of instruments) listed in the schedule of exceptions (the Exceptions) in the title insurance commitment also be furnished to Buyer at Seller’s expense. This requirement shall pertain only to instruments shown of record in the office of the clerk and recorder of the designated county or counties. The title insurance commitment, together with any copies or abstracts of instruments furnished pursuant to this Section 5, constitute the title documents (Title Documents). Buyer, or Buyer’s designee, must request Seller, in writing, to furnish copies or abstracts of instruments listed in the schedule of exceptions no later than 5 calendar days after Title Deadline. If Seller furnishes a title insurance commitment, Seller will pay the premium at closing and have the title insurance policy delivered to Buyer as soon as practicable after closing.

6. TITLE.

a. Title Review. Buyer shall have the right to inspect the Title Documents or abstract. Written notice by Buyer of unmerchantability of title or of any other unsatisfactory title condition shown by the Title Documents or abstract shall be signed by or on behalf of Buyer and given to Seller on or before 10 calendar days after Title Deadline, or within 5 calendar days after receipt by Buyer of any Title Document(s) or endorsement(s) adding new Exception(s) to the title commitment together with a copy of the Title Document adding new Exception(s) to title. If Seller does not receive Buyer’s notice by the date(s) specified above, Buyer accepts the condition of title as disclosed by the Title Documents as satisfactory.

b. Matters Not Shown by the Public Records. Seller shall deliver to Buyer, on or before the Title Deadline set forth in Section 6, true copies of all lease(s) and survey(s) in Seller’s possession pertaining to the Property and shall disclose to Buyer all easements, liens or other title matters not shown by the public records of which Seller has actual knowledge. Buyer shall have the right to inspect the Property to determine if any third party(s) has any right in the Property not shown by the public records (such as an unrecorded easement, unrecorded lease, or boundary line discrepancy). Written notice of any unsatisfactory condition(s) disclosed by Seller or revealed by such inspection shall be signed by or on behalf of Buyer and given to Seller on or before March 30, 2020. If Seller does not receive Buyer’s notice by said date, Buyer accepts title subject to such rights, if any, of third parties of which Buyer has actual knowledge.

c. Right to Cure. If Seller receives notice of unmerchantability of title or any other unsatisfactory title condition(s) as provided in subsection (a) or (b) above, Seller shall use
reasonable effort to correct said unsatisfactory title condition(s) prior to the date of closing. If Seller fails to correct said unsatisfactory title condition(s) on or before the date of closing, this Agreement shall then terminate; provided, however, Buyer may, by written notice received by Seller, on or before closing, waive objection to said unsatisfactory title condition(s).

d. Hazardous Materials. Seller has not used hazardous materials (as defined hereinafter) on, from, or affecting the Property in any manner which violates federal, state, or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production, or disposal of hazardous materials, and that, to the best of Seller's knowledge, no person or entity has used hazardous materials on, from, or affecting the property in any manner which violates federal, state, or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production, or disposal of hazardous materials. Seller has never received any notice of any violations of federal, state, or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production, or disposal of hazardous materials, and, to the best of Seller's knowledge, there have been no actions commenced or threatened by any person or entity for noncompliance therewith. For purposes of this Agreement, "hazardous materials" shall mean and include any flammable explosives, petroleum (including crude oil) or any fraction thereof, radioactive materials, hazardous wastes, toxic substances or related materials, including, without limitation, asbestos, formaldehyde compounds, PCBs, radon, and any other substances defined as or included in the definition of toxic or hazardous substances, wastes, or material sunder any federal or applicable state or local laws, ordinances, or regulations dealing with or otherwise pertaining to toxic or hazardous substances, wastes, or materials.

7. INSPECTION. Seller shall allow Buyer and all authorized representatives of Buyer to enter upon the Property during normal business hours from time to time prior to closing in order to inspect the Property, well and septic systems, to conduct soil tests, well drilling, and other developmental drilling, studies or tests. If any mechanic's lien is indirectly claimed under, by or through Buyer, Buyer shall cause same to be discharged of record (whether by payment and release or by bonding over it pursuant to statute) within 20 days after it was recorded.

8. DATE OF CLOSING. The date of closing shall be April 1, 2020, or by mutual agreement at an earlier date. The hour and place of closing shall be as designated by Buyer.

9. TRANSFER OF TITLE. Subject to tender or payment at closing as required herein and compliance by Buyer with the other terms and provisions hereof, Seller shall execute and deliver a good and sufficient special warranty deed to Buyer, on closing, conveying the Property free and clear of all taxes except the general taxes for the year of closing, and except for the statutory exceptions, inclusive of matters shown by public records satisfactory to Buyer. Title shall be conveyed free and clear of all liens for special improvements installed as of the date of Buyer’s signature hereon, whether assessed or not; except (i) distribution utility easements (including cable TV); (ii) those matters reflected by the Title Documents accepted by Buyer; (iii) those rights, if any, of third parties in the Property not shown by the public records; (iv) inclusion of the Property within any special taxing district; and (v) subject to building and zoning regulations.

10. PAYMENT OF ENCUMBRANCES. Any encumbrance required to be paid shall be
paid shall be paid at or before closing from the proceeds of this transaction or from any other source.

11. CLOSING COSTS, DOCUMENTS AND SERVICES. Buyer shall pay, in Good Funds, closing costs and all other items required to be paid at closing, except as otherwise provided herein. Buyer and Seller shall sign and complete all customary or required documents at or before closing. Fees for real estate closing services shall not exceed $500.00 and shall be paid at closing by Buyer. Neither Seller nor Buyer are using a broker, and no broker commissions will be paid.

12. PRORATIONS. General taxes for the year of closing, based on the taxes for the calendar year immediately preceding closing, rents, water and sewer charges, homeowner’s association dues, and interest on continuing loan(s), if any, shall be prorated to date of closing.

13. POSSESSION. Possession of the Property shall be delivered to Buyer at closing; provided, however, that the Parties anticipate and expect to enter into a lease agreement by which Seller will reside on the Property after closing and for the term of such lease agreement. If Seller, after closing, fails to deliver possession on the date herein specified, Seller shall be subject to eviction and shall be additionally liable to Buyer for payment of $500 per day from the date of agreed possession until possession is delivered.

14. CONDITION OF AND DAMAGE TO PROPERTY. Except as otherwise provided in this Agreement, the Property and Inclusions shall be delivered in the condition existing as of the date of this Agreement, ordinary wear and tear excepted. In the event the Property shall be damaged by fire or other casualty prior to time of closing, in an amount of not more 10% of the total purchase price, Seller shall be obligated to repair the same before the date of closing. In the event such damage is not repaired within said time or if the damages exceed such sum, this Agreement may be terminated at the option of Buyer. Should Buyer elect to carry out this Agreement despite such damage, Buyer shall be entitled to credit for all the insurance proceeds resulting from such damage to the Property and Inclusions, not exceeding, however, the total purchase price. Should any Inclusion(s) or service(s) fail or be damaged between the date of this Agreement and the date of closing or the date of possession, whichever shall be earlier, then Seller shall be liable for the repair or replacement of such Inclusion(s) or service(s) with a unit of similar size, age and quality, or an equivalent credit, less any insurance proceeds received by Buyer covering such repair or replacement.

15. TIME OF ESSENCE/REMEDIES. Time is of the essence hereof. If any payment due hereunder is not paid, honored or tendered when due, or if any other obligation hereunder is not performed or waived as herein provided, there shall be the following remedies:

a. IF BUYER IS IN DEFAULT (Specific Performance). Seller may elect to treat this Agreement as cancelled, in which case all payments and things of value received hereunder shall be forfeited and retained on behalf of Seller, and Seller may recover such damages as may be proper, or Seller may elect to treat this Agreement as being in full force and effect and Seller shall have the right to specific performance or damages, or both.

b. IF SELLER IS IN DEFAULT: Buyer may elect to treat this Agreement as cancelled, in which case all payments and things of value received hereunder shall be returned and
Buyer may recover such damages as may be proper, or Buyer may elect to treat this Agreement as being in full force and effect and Buyer shall have the right to specific performance or damages, or both.

c. COSTS AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any litigation arising out of this Agreement, the court shall award to the prevailing Party all reasonable costs and expenses, including attorney fees.

16. RECOMMENDATION OF LEGAL COUNSEL. By signing this document, Buyer and Seller acknowledge that that this document has important legal consequences and that both Buyer and Seller have had to opportunity for examination of title documents by legal counsel and for consultation with legal, tax or other counsel before signing this Agreement.

17. TERMINATION. In the event this Agreement is terminated, all payments and things of value received hereunder shall be returned and the Parties shall be relieved of all obligations.

18. GENERAL PROVISIONS.

   a. Any notices a Party desires or is required to give hereunder shall be in writing and shall be deemed given when delivered personally to a Party, delivered in person, or deposited in the United States mails, postage prepaid, either registered or certified, return receipt requested, to the Parties at the address first set forth above.

   b. This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes, and all of which when taken together shall constitute one and the same contract. Facsimile and electronic or digital signatures are acceptable.

   c. Seller and Buyer acknowledge that there are no statements, warranties, or representations between them that are not included in this Agreement, and this Agreement shall not be modified or changed in any manner, unless in writing, and executed by both Parties.

   d. To the extent that the provisions herein set forth require performance to be completed subsequent to the Closing, such provisions shall survive the closing and be binding upon the Parties and shall not merge into the deed or deeds to be delivered in accordance with this Agreement.

   e. To the extent that the provisions herein set forth require performance to be completed subsequent to the closing, such provisions shall survive the closing and be binding upon the Parties and shall not merge into the deed or deeds to be delivered in accordance with this Agreement.

   f. Buyer, the Town of Winter Park, 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 of Winter Park and its officers, attorneys or employees.
g. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of Buyer, the Town of Winter Park not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

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

SELLER

By: __________________________

Jeffery A. Martin

STATE OF COLORADO )

) ss.

COUNTY OF _________________ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of ________________, 20__, by ________________________________.

My commission expires:

(S E A L)

Notary Public

By: __________________________

Tracie Martin

STATE OF COLORADO )

) ss.

COUNTY OF _________________ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of ________________, 20__, by ________________________________.

My commission expires:

(S E A L)

Notary Public
BUYER
Town of Winter Park, Colorado

By: ____________________________

Its: ____________________________

ATTEST:

__________________________________
Danielle Jardee, Town Clerk
MEMO

TO Mayor and City Council
FROM Keith Riesberg, Town Manager
CC
DATE February 28, 2020
RE Ordinance approving the purchase of property

Background
Anticipating the Town Council will approve the proposed purchase of the property at 1410 GCR 5, an ordinance authorizing the property purchase is required. The ordinance authorizes the Mayor to execute the documents associated with the property acquisition.

Analysis
Should the Town move forward with the acquisition of the property at 1410 GCR 5, an ordinance is required for the property purchase. This ordinance gives the authority for the Mayor to execute the documents necessary to purchase the property. A public hearing will be held prior to the second reading of this ordinance, currently scheduled for March 17, 2020.

Recommendation
If the Council approves the proposed contract to buy this property, the corresponding ordinance should be approved.

Should the Town Council wish to approve the property purchase, the following motion should be made:

I move to approve Ordinance 532 approving the purchase of real estate located at 1410 GCR 5 as presented.

Should the Town Council wish to deny the proposed property purchase, the following motion should be made:

I move to deny Ordinance 532 approving the purchase of real estate located at 1410 GCR 5 as presented.
Should you have any questions or need additional information regarding this matter, please contact me.
AN ORDINANCE AUTHORIZING THE PURCHASE OF REAL
PROPERTY DESCRIBED AS 1410 COUNTY ROAD 5, FRASER,
COLORADO

WHEREAS, the Town is under contract to purchase the property known as 1410 County Road 5, Fraser, Colorado (the "Property");

WHEREAS, the Property could be used by the Town to support the planned Winter Park Lift Operations Center and could be used to provide additional affordable employee housing; and

WHEREAS, the Town wishes to purchase the Property for those and other public purposes.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL FOR THE TOWN OF WINTER PARK, COLORADO, THAT:

Section 1. The Town Council hereby approves the purchase of 1410 County Road 5, Fraser, Colorado for the sum of $800,000. Upon approval by the Town Attorney, the Mayor is authorized to execute all documents and legal instruments necessary to complete the purchase of the Property.

INTRODUCED, APPROVED ON FIRST READING, AND ORDERED PUBLISHED IN FULL this 3rd day of March, 2020. A public hearing shall be held at the regular meeting of the Winter Park Town Council on the 17th day of March, 2020 at 5:30 p.m., or as soon thereafter as possible, at the Winter Park Town Hall.

TOWN OF WINTER PARK

___________________________
Jimmy Lahrman, Mayor

ATTEST:

___________________________
Danielle Jardee, Town Clerk
READ, ADOPTED AND ORDERED PUBLISHED on second and final reading by a vote of _____ to _____ on the ___ day of ____________, 2020.

TOWN OF WINTER PARK

________________________________

Jimmy Lahrman, Mayor

ATTEST:

_________________________________

Danielle Jardee, Town Clerk