

Those members of the public wishing to attend the meeting digitally or provide comment during the Town Hall Meeting portion or during either of the Public Hearings on Thursday's agenda are asked to please contact the Town Clerk Department at (970) 726-8081 ext. 208 for a conference call-in number and passcode.

WINTER PARK TOWN COUNCIL MEETING

Winter Park Town Hall – 50 Vasquez Road

Thursday, March 19, 2020 – 4:00 p.m.

Meeting will Recess at 5p.m. and Resume at 5:30 p.m.



AGENDA

1. Meeting Call To Order
 - a. Pledge of Allegiance
 - b. Roll Call of Council Members

2. 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.

RECESS WILL RESUME REGULAR MEETING AT 5:30 p.m.

3. Resume Meeting 5:30 p.m.

4. Town Hall Meeting

5. Consent Agenda
 - a. Approval of March 3, 2020 Regular Meeting Minutes

6. Action Items
 - a. Action as Result of Executive Session
 - b. Resolution 1756, A Resolution Appointing Judges for the April 7, 2020 Election
 - c. Resolution 1758, A Resolution Supporting a Grant Application for Funding from CDOT Multimodal Options Fund for Design of the Main Street (Hwy 40) Corridor Through Downtown and Committing Matching Funds for the Grant
 - d. Resolution 1760, A Resolution Approving Janitorial Services
 - e. 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, Second Reading and Public Hearing



- 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, Second Reading and Public Hearing
 - g. Ordinance 532, An Ordinance Authorizing the Purchase of Real Property Described as 1410 County Road 5, Fraser, Colorado, Second Reading and Public Hearing
 - h. Resolution 1761, A Resolution Approving the Lease Agreement Between the Town and Jeffery A. Martin and Tracie Martin for Continued Occupancy of the House Located at 1410 County Road 5, Fraser, Colorado
 - i. Resolution 1762, A Resolution Approving Transit Summer Service
- 7. Town Manager's Report
 - 8. Town Council Items for Discussion

MINUTES

DATE: Tuesday, March 3, 2020

MEETING: Winter Park Town Council

PLACE: Town Hall Council Chambers

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

OTHERS

PRESENT: Assistant Town Manager Alisha Janes, Public Works Director Gerry Vernon, Chief of Police Glen Trainor, Community Development Director James Shockey, Transit Director Michael Koch, and Finance Director Lizbeth Lemley

1. Meeting Call To Order

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

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

2. Town Hall Meeting

2.a. 2020 Census Informative Update

Grand County's Communication Coordinator, Alexis Kimbrough presented an informational slide show on the 2020 Census. Ms. Kimbrough stated the importance of participating in the 2020 census so that Grand County receives the proper amount of federal funding. Ms. Kimbrough stated Census workers will hand deliver invitations to residents in Grand County, they will not be mailed to P.O. Boxes. Ms. Kimbrough state Census workers will never ask for bank account information, or social security numbers, if this happens, it is fraud.

3. Consent Agenda

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

Councilor Art Ferrari moved and Mayor Pro Tem Nick Kutrumbos seconded the motion approving the Consent Agenda. Motion Carried: 5-0.

4. Action Items

4.a. Short Term Rental Advisory Group Member Appointment

Town Clerk Danielle Jardee stated Council directed Staff to form a group to help address concerns and issues pertaining to short term rentals. Ms. Jardee stated Staff received letters of interests from community members and listed the names of the ten people that make up the well-rounded group from our community. Ms. Jardee stated the goal of the group is to compare data from other benchmark communities to come up with a policy and/or procedure for short term rentals. Ms. Jardee stated the group will work to refine a policy and/or procedure to present to Council at a Council workshop within a three-month timeframe.

Councilor Art Ferrari moved and Mayor Pro Tem Nick Kutrumbos seconded the motion approving the Short-Term Rental Advisory Group Member Appointment. Motion Carried: 5-0.

4.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

Community Development Director James Shockey stated in 2001 Council adopted a policy and procedure to collect Emergency Service Impact Fees for the East Grand Fire Department. Mr. Shockey stated the fees were updated and adopted in 2005 and 2014 and should be updated about every five years. Mr. Shockey stated the reason the fees for emergency services occur are based on population growth related costs for emergency services. Mr. Shockey stated the fees will increase from \$483 dollars to \$632 dollars for residential dwelling units, and in increase of \$.268 per square foot to \$.28 per square foot for non-residential.

Mayor Pro Tem Nick Kutrumbos moved and Councilor Art Ferrari seconded the motion approving 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. Motion Carried by the following roll call vote:

Jimmy Lahrman	“Aye”	Nick Kutrumbos	“Aye”
Art Ferrari	“Aye”	Chuck Banks	“Aye”
Mike Periolat	“Aye”		

4.c. Approval of Public Works Facility Design Review

Planner Hugh Bell stated the applicant for the new public works building is the Town of Winter Park. Mr. Bell stated the design standards for this building are designed to function as a public works shop therefore should not be held to the same standards as a commercial building. Mr. Bell stated the requirements of the building in relation to Town standards; material, height, lighting, height, parking, landscaping, and erosion control. Mr. Bell stated Staff is satisfied with the overall site plan and height elevations of the building. Mr. Bell stated the Planning Commission reviewed the design on February 25 and recommended approval with the following conditions; snow storage and trash management plans and must provide Staff with a cut sheet of proposed lighting features. Mr. Bell stated Staff recommends approval with the conditions outlined by Planning Commission, as well as the following conditions; no site clearing until staff has verified the Pre-Disturbance checklist has been implemented on site, any disturbed areas shall be revegetated, and approved drainage and erosion control are in place.

Mayor Pro Tem Nick Kutrumbos moved and Councilor Mike Periolat seconded the motion approving the Public Works Facility Design Review. Motion Carried: 5-0.

4.d. Resolution 1753, A Resolution Approving the Commercial Enhancement Grant Amendment for Stoked Meeting House

Community Development Director James Shockey stated at the last meeting he presented to Council a cost reduction for a commercial enhancement grant that was awarded to Stoked Meeting House. Mr. Shockey stated the cost would go from \$34,628 dollars down to \$12,464.63 dollars.

Councilor Art Ferrari moved and Mayor Pro Tem Nick Kutrumbos seconded the motion approving Resolution 1753, A Resolution Approving the Commercial Enhancement Grant Amendment for Stoked Meeting House. Motion Carried: 5-0.

4.e. Resolution 1754, A Resolution Approving the First Amendment of Development Agreement and Deed Restriction

Town Manager Keith Riesberg stated the Town entered into a development agreement and deed restriction to have the Sitzmark North property developed with a community center and hotel. Mr. Riesberg stated they have fulfilled the community center piece with the construction of the Headwaters Center. Mr. Riesberg stated the parcel where a hotel would go is too difficult, so they now want to build 31 condominium units. Mr. Riesberg stated this option to build condominiums was discussed at a previous workshop. Mr. Riesberg stated the normal one percent real estate transfer tax will apply as well as a half percent real estate transfer assessment which would be dedicated for the construction of attainable housing. Mr. Riesberg stated the profits from the sales of the condominiums would be used to fund the Headwaters Center.

Councilor Art Ferrari moved and Councilor Mike Periolat seconded the motion approving Resolution 1754, A Resolution Approving the First Amendment of Development Agreement and Deed Restriction. Motion Carried: 4-1.

4.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

Finance Director Lizbeth Lemley stated this ordinance revises the original amounts budgeted for the 2020 budget. Ms. Lemley stated four items affect three funds, and all these items have been previously discussed at Council workshops. Ms. Lemley stated the four items are: purchase of additional busses, increase in debt service costs with expansion of COP (certificate of participation) offering at the end of 2019, agreement from Chamber of Commerce to fund a shortfall from at risk events from last year, as well as Baker Drive improvements that were supposed to be completed in 2019 but have been carried over to 2020. Ms. Lemley stated the trails and transit fund expenditures increase by \$907,202 dollars for the purchase of two buses. Ms. Lemley stated the effects to the capital fund will be \$498,000 dollars from the Baker Drive improvements moving into 2020, and increased debt service of \$100,251 dollars which will be funded by transfers from the general fund. Ms. Lemley stated the last fund impacted is the general fund, the bus equipment replacement comes out of that fund. Ms. Lemley stated the transfer to the capital fund will cover the Baker Drive improvements, debt service, and Chamber shortfall which will be funded by a transfer from the transit and trails fund as well as using fund balance from the general fund balance. Ms. Lemley state Staff recommends approval of the 2020 budget amendment as presented.

Mayor Pro Tem Nick Kutrumbos moved and Councilor Art Ferrari seconded the motion approving 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. Motion Carried by following roll call vote:

Jimmy Lahrman	“Aye”	Nick Kutrumbos	“Aye”
Art Ferrari	“Aye”	Chuck Banks	“Aye”
Mike Periolat	“Aye”		

4.g. Resolution 1755, A Resolution Approving a Purchase and Sale Agreement for Property Known as 1410 County Road 5, Fraser, Colorado

Town Manager Keith Riesberg stated with Town’s plan for a transit maintaince facility on county property, Town entered discussion with the Martin’s for purchasing their property. Mr. Riesberg stated the six-acre property is adjacent to the future maintaince facility site. Mr. Riesberg stated acquiring that property alleviates concerns about future impact of the facility to the property and gives the Town beneficial use of the property in the future. Mr. Riesberg stated under the sales agreement Town will be acquiring the title to property with plans to close on the purchase in April

of this year. Mr. Riesberg stated the proposal allows the Martins to lease and continue living there until June 30, 2021. Mr. Riesberg stated Town's short-term plan is to keep the property as residential use, and it does have additional units to potentially use for new employees.

Councilor Art Ferrari moved and Mayor Pro Tem Nick Kutrumbos seconded the motion approving Resolution 1755, A Resolution Approving a Purchase and Sale Agreement for Property Known as 1410 County Road 5, Fraser, Colorado. Motion Carried: 5-0.

4.h. Ordinance 532, An Ordinance Authorizing the Purchase of Real Property Described as 1410 County Road 5, Fraser, Colorado, First Reading

Town Manager Keith Riesberg stated with Council's authorization to enter into the sales agreement, Town does require an ordinance to be approved to satisfy the requirements for the purchase and acquisition of property. Mr. Riesberg stated this ordinance starts the process of acquisition of the property and allows the mayor to sign all documents in relation to the purchase.

Councilor Art Ferrari moved and Mayor Pro Tem Nick Kutrumbos seconded the motion approving Ordinance 532, An Ordinance Authorizing the Purchase of Real Property Described as 1410 County Road 5, Fraser, Colorado, First Reading. Motion carried with the following roll call vote:

Jimmy Lahrman	"Aye"	Nick Kutrumbos	"Aye"
Art Ferrari	"Aye"	Chuck Banks	"Aye"
Mike Periolat	"Aye"		

5. Town Manager's Report

Town Manager Keith Riesberg stated that information and resources about Corona Virus/ COVID-19 will be on our Town's website wpgov.com. Mr. Riesberg stated the Colorado Tourism Board is still pushing the message out that it is safe to travel to Colorado.

6. Mayor's Report

Mayor Lahrman stated he had a few meetings today with the Resort and other community partners and everything is going well. Mayor Lahrman stated Town Manager Keith Riesberg and himself will be attending a workshop on March 25 and 26.

7. Town Council Items for Discussion

Councilor Mike Periolat stated he noticed CDOT (Colorado Department of Transportation) crews were in Town filling the potholes on US Hwy 40. Mayor Pro Tem Nick Kutrumbos asked if the new Transit Center would be open before the next Council meeting. Town Manager Keith Riesberg stated the Public Works crew would be clearing Cooper Creek Way, and Staff should be taking receipt of the space by this Friday, with hopes it will be open within a couple weeks.

8. Executive Session

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

Councilor Art Ferrari moved and Mayor Pro Tem Nick Kutrumbos seconded the motion to go into Executive Session in accordance with C.R.S. Title 24, Section 4, Subsection 402(4)(b). Motion Carried: 5-0.

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

There being no further business to discuss, upon a motion regularly adopted, the meeting was adjourned at 7:15 p.m.

The next scheduled meeting of the Town Council will be Tuesday, March 17, 2020 at 5:30 p.m.

Danielle Jardee, Town Clerk

MEMO

TO Town Council
FROM Town Clerk, Dani Jardee
CC
DATE March 17, 2020
RE Appointing Judges for April 7, 2020 Election

The Town of Winter Park will hold its regular municipal election on Tuesday, April 7, 2020. Colorado Revised Statutes 31-10-401 require a minimum of three (3) judges and additional judges as deemed necessary including one (1) alternate judge. The Town Charter allows Council to give the Town Clerk the authority and responsibility to appoint persons to serve as election judges and head judge at the April 7, 2020 Municipal Election. These judges will receive \$125.00 compensation for the day and all meals will be provided by the Town. In the event any of the judges cannot assume their position as judge, the alternate judge will be notified to fill the vacant position.

Recommended Motions

Staff recommends the Town Council give the Town Clerk the authority and responsibility to appoint persons to serve as election judges in the April 7, 2020 Municipal Election as provided by adopting the following motion:

I move to allow the Town Clerk to have the authority and responsibility to appoint persons to serve as election judges in the April 7, 2020. I further move to instruct staff to prepare a resolution to this effect to be signed by the Mayor.

Alternative Motion

In the event the Town Council wishes to reject the approval of the Town Clerk's responsibility for appointing judges for the April 7, 2020 Municipal Election, staff recommends the Town Council make the following motion:

I move to reject the approval of the Town Clerk's responsibility for appointing judges for the April 7, 2020 Municipal Election due to the following findings of fact:

1. _____
2. _____
3. _____

TOWN OF WINTER PARK

RESOLUTION NO. 1756
SERIES OF 2020

A RESOLUTION APPOINTING JUDGES FOR THE APRIL 7, 2020 ELECTION

WHEREAS, the Town of Winter Park, Colorado will hold its regular municipal election on Tuesday, April 7, 2020;

WHEREAS, the Colorado Revised Statutes 31-10-401 require a minimum of three judges and such additional judges as deemed necessary;

WHEREAS, the Colorado Revised Statutes 31-10-408 and 1-6-115 allows for the compensation of election judges not less than five dollars (\$5); and

WHEREAS, the Town Clerk will contact persons who are willing to serve as judges and alternate judge at the April 7, 2020 election.

NOW THEREFORE, BE IT RESOLVED that the Town Council of Winter Park, Colorado gives the Town Clerk the authority and responsibility to appoint persons to serve as election judges and head judge at the April 7, 2020 election.

These judges will receive \$125.00 compensation each for the day and all meals will be provided by the Town.

In the event any of the judges cannot assume their position as judge on April 7, 2020, the alternate judge will be notified by the Town Clerk to fill the vacant position.

The alternate judge will receive compensation in the amount of \$25.00 for attending the Judge's School.

In the event any two judges (including alternate) cannot assume their position as judge on April 7, 2020, the Town Council of Winter Park grants the Town Clerk the authority and responsibility to appoint the replacement judges for the election.

APPROVED AND PASSED this 17th day of March, 2020, by a vote of _____ to

TOWN OF WINTER PARK

Jimmy Lahrman, Mayor

ATTEST:

Danielle Jardee, Town Clerk



MEMO

TO Town Council
FROM James Shockey, Community Development Director
THRU Keith Riesberg, Town Manager
DATE March 17, 2020
RE CDOT Multimodal Options Fund

Background

Creating a Downtown Plan has been a major focus for the Town to help ensure that our downtown is thriving, walkable and welcoming for locals and visitors alike. Based on community input, the Town created a plan that provides a vision and implementation plan for downtown Winter Park. The next step in the process is to design and engineer the concepts from the Downtown Plan into construction plans.

The Colorado Department of Transportation (CDOT) is currently accepting applications for planning grants through their Multimodal Options Fund. Staff would like to apply for grant dollars to design and engineer Main Street (Hwy 40) from SnowBlaze to our northern boundary. If awarded, the Town would have to provide a 50% match. The estimated costs for the design is approximately \$460,000, the Town would be responsible for \$230,000. The Town would need to budget for the match in 2021 and the design would start the following summer. If awarded the grant, the Town Council would need to formally accept it at a future Council meeting.

The grant is due on April 6th and prior to submission, the Town must adopt a resolution supporting the grant application and committing matching funds, if awarded. Included with the staff report is a draft resolution.

Recommended Motion

Staff recommends the Town Council adopt Resolution 1758, Series 2020, a resolution supporting the grant application to CDOT Multimodal Options Fund and committing matching funds, if awarded.

TOWN OF WINTER PARK

RESOLUTION NO. 1758
SERIES OF 2020

A RESOLUTION SUPPORTING A GRANT APPLICATION FOR FUNDING FROM CDOT MULTIMODAL OPTIONS FUND FOR DESIGN OF THE MAIN STREET (HWY 40) CORRIDOR THROUGH DOWNTOWN AND COMMITTING MATCHING FUNDS FOR THE GRANT.

WHEREAS, the creation of a downtown that is thriving, walkable and welcoming for locals and visitors alike has been a priority of the Town of Winter Park as shown in the Imagine Winter Park Town Plan (Master Plan) and the Winter Park Downtown Plan;

WHEREAS, the Town of Winter Park supports the grant application to create engineering documents to construct the improvements contemplated in the Winter Park Downtown Plan;

WHEREAS, the Town of Winter Park is financially constrained to complete all of the needed Capital Improvement projects due to limitations of funds and the multitude of needed projects;

WHEREAS, the Town of Winter Park will be phasing the construction of the project and submitting grant applications to secure outside funding when possible in order to complete the project; and

WHEREAS, the Town of Winter Park commits to providing required matching funds using general fund dollars.

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

1. The Town Council strongly supports the grant application to the CDOT Multimodal Options Fund for design of Main Street (Hwy 40) as contemplated in the Winter Park Downtown Plan.
2. The Town Council will provide the required matching funds for the CDOT Multimodal Options Fund in the January 2021 budget.
3. If the grant is awarded, the Town Council strongly supports the completion of the project.

APPROVED AND PASSED this 17th day of March, 2020, by a vote of ___ to ___.

TOWN OF WINTER PARK

James Lahrman, Mayor

ATTEST:

Danielle Jardee, Town Clerk



MEMO

TO Mayor and Town Council
FROM Lizbeth Lemley, Finance Director
CC
DATE March 13, 2020
RE Bid Award – Janitorial Services

Background

With the upcoming opening of the new Transit Center, staff solicited bids for janitorial services for Town facilities including Town Hall, the Fraser Winter Park Police Department, the Transit Center and Rendezvous Events Center.

Analysis

On March 11, Town Staff received opened three bids for janitorial services. A summary of these bids is included in the table below:

<u>Company</u>	<u>Annual Cost</u>	<u>Scope</u>
Allegiant Management LLC	\$33,850	partial
Cabin Works	\$127,920	full
Open Works	\$22,458	full

Staff recommends the contract for janitorial services for Town facilities be awarded to Open Works for the following reasons:

The Open Works bid included the full scope services requested
The Open Works bid detailed the most competitive pricing

Recommendation

Staff recommends Town Council award the bid for Janitorial Services to Open Works for an annual cost of \$22,458 and authorize the Mayor to execute the contract with the following motion:

I move to award the bid for Janitorial Services to Open Works for an annual cost of \$22,458.

Alternative Motion

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

I move to deny the award of bid to Open Works due to the following findings of fact:

-
-

TOWN OF WINTER PARK

**RESOLUTION NO. 1760
SERIES OF 2020**

A RESOLUTION APPROVING JANITORIAL SERVICES

WHEREAS, the Town Council understands the importance of clean and operational facilities to Public Health;

WHEREAS, the Town Council funds in 2020 for Janitorial Services;

WHEREAS, Town staff requested and evaluated bids from three companies;

WHEREAS, Open Works was ultimately recommended as the lowest bidder with the ability to complete the full scope of work.

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Winter Park, Colorado to award a contract for Janitorial Services to Open Works for a one year term.

PASSED, ADOPTED AND APPROVED this 17th day of March, 2020 by a vote of _____ to _____.

TOWN OF WINTER PARK

_____ Jimmy Lahrman, Mayor

ATTEST: _____

Danielle Jardee, Town Clerk

MEMO

TO Town Council

FROM James Shockey, Community Development Director

THRU Keith Riesberg, Town Manager

DATE March 3, 2020

RE Adoption of a Revised Fire Impact Fee – East Grand Fire District

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

Description	Factor	Amount
Capital Asset Inventory		\$5,388,300
Engines and Vehicles		
Existing HQ and Red Dirt Hill Stations		\$6,043,704
South Station Construction		<u>\$3,000,000</u>
Total Value		\$14,432,004
<hr/>		
Buildout Development		13,446
Residential (DU)		
Non-Residential (Sq. Ft.)		1,372,047
<hr/>		
Cost Allocated by Land Use Type	<u>Future Calls</u>	\$13,113,611
Residential	91%	
Non-Residential	9%	<u>\$1,318,393</u>
		\$14,432,004
<hr/>		
Cost Allocated to New Development	<u>Land Use</u>	
Residential	65%	\$8,500,141
Non-Residential	29%	<u>\$387,228</u>
		\$8,887,369
<hr/>		
Updated Impact Fees	13,446	\$632
Fee per Residential DU		
Fee per 1,000 Sq. Ft. Non-Residential	1,372	\$282
		\$0.28/Sq. Ft.

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

TOWN OF WINTER PARK
ORDINANCE NO. 530
SERIES OF 2020

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:

Description	Factor	Amount
Capital Asset Inventory		\$5,388,300
Engines and Vehicles		
Existing HQ and Red Dirt Hill Stations		\$6,043,704
South Station Construction		<u>\$3,000,000</u>
Total Value		\$14,432,004
<hr/>		
Buildout Development		13,446
Residential (DU)		
Non-Residential (Sq. Ft.)		1,372,047
<hr/>		
Cost Allocated by Land Use Type	<u>Future Calls</u>	\$13,113,611
Residential	91%	
Non-Residential	9%	<u>\$1,318,393</u>
		\$14,432,004

Cost Allocated to New Development	<u>Land Use</u>	
Residential	65%	\$8,500,141
Non-Residential	29%	<u>\$387,228</u>
		\$8,887,369
Updated Impact Fees	13,446	\$632
Fee per Residential DU		
Fee per 1,000 Sq. Ft. Non-Residential	1,372	\$282
		\$0.28/Sq. Ft.

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

The Economics of Land Use



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

Fee Type	Updated 2019
Residential per Unit	\$632
Non-Residential per sq. ft.	\$0.28

Source: Economic & Planning Systems

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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

¹ Colorado Municipal League, *Paying for Growth*, Carolynne C. White, 2002.

“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.”³
- **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.

³ Colorado Municipal League, *Paying for Growth*, Carolynne C. White, 2002.

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.

$$\text{Maximum Impact Fee} = \frac{(\text{Total Asset Value} \times \% \text{ Allocated to Growth})}{\text{Units of Growth}}$$

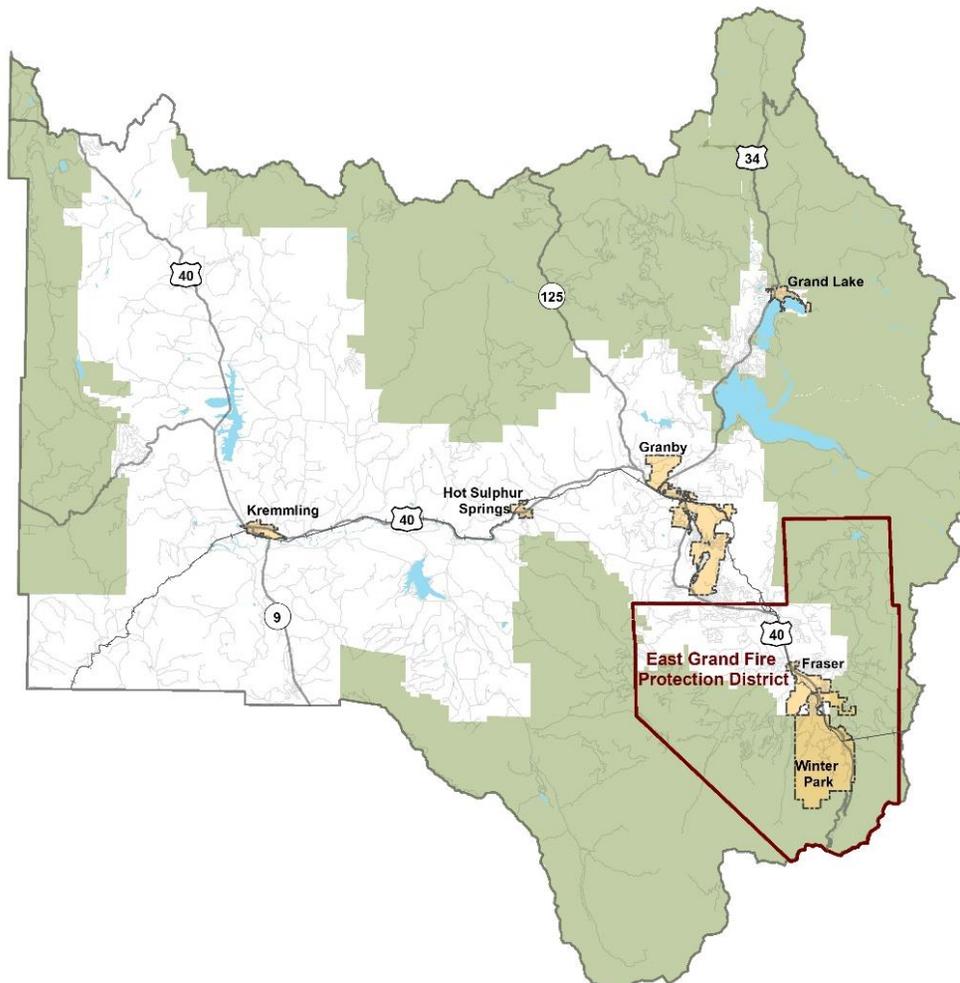
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2. Land Use

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

Description	2000	2010	2018	2000-2010			2010-2018		
				Total	Ann. #	Ann. %	Total	Ann. #	Ann. %
EGFPD									
Population	3,476	4,622	4,762	1,146	115	2.9%	140	18	0.4%
Housing Units	4,012	6,439	6,472	2,427	243	4.8%	33	4	0.1%
Occupied Housing Unit:	1,509	2,078	2,145	569	57	3.3%	67	8	0.4%
Vacant Housing Units	2,503	4,361	4,327	1,858	186	5.7%	-34	-4	-0.1%

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

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

Source: Economic & Planning Systems

Table 4. Existing Non-residential land use

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

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

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

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

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

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

Description	2015	2016	2017	2018	2015-2018 Average	Residential	Non-Residential
Structure Fires							
Private Dwellings	1	7	2	1	3	100.0%	0.0%
Apartments	4	1	5	4	4	100.0%	0.0%
Hotels and Motels	1	0	1	1	1	0.0%	100.0%
All Other Residential	0	0	2	3	1	100.0%	0.0%
Public Assembly	2	2	1	3	2	0.0%	100.0%
Stores and Offices	<u>0</u>	<u>0</u>	<u>1</u>	<u>2</u>	<u>1</u>		
Subtotal	8	10	12	14	11		
Other Fires and Incidents [1]							
Highway Vehicles	1	1	1	0	1	69.1%	30.9%
Other Vehicles	1	0	0	1	1	69.1%	30.9%
Non-Structure/Non-Vehicle	2	5	4	4	4	69.1%	30.9%
Brush/Grass/Wildland	0	3	1	4	2	69.1%	30.9%
Rubbish/Dumpsters	5	1	3	4	3	69.1%	30.9%
All Other Fires	<u>1</u>	<u>4</u>	<u>5</u>	<u>5</u>	<u>4</u>	69.1%	30.9%
Subtotal	10	14	14	18	14		
Other Incidents [1]							
Rescue/Emergency Medical	82	73	69	80	76	69.1%	30.9%
False Alarms	137	127	121	130	129	69.1%	30.9%
Hazmat Responses	19	30	39	26	29	69.1%	30.9%
Other Hazardous Responses	9	8	10	11	10	69.1%	30.9%
All Other Responses	<u>47</u>	<u>42</u>	<u>60</u>	<u>58</u>	<u>52</u>	69.1%	30.9%
Subtotal	294	280	299	305	295		
Total	312	304	325	337	320	221	98
Percent					100.0%	69.0%	30.7%
Mutual Aid - Not Incl.	0	8	12	20			

[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

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

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

Description	2014-2018 Avg.			Buildout			Increase (New Development)		
	Inventory	Calls	Per Unit	Inventory	Per Unit	Calls	Inventory	Calls	Pct. of Calls
Residential (DU)	7,298	221	0.0302	20,744	0.0302	627	13,446	406	91%
Non-Residential (1,000 Sq. Ft.)	3,299	98	0.0298	4,671	0.0298	139	1,372	41	9%
Total Calls		319				766		447	

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

Description	Factor	Amount
Capital Asset Inventory		
Engines and Vehicles		\$5,388,300
Existing HQ and Red Dirt Hill Stations		\$6,043,704
South Station Construction		<u>\$3,000,000</u>
Total Value		\$14,432,004
<hr/>		
Buildout Development		
Residential (DU)		13,446
Non-Residential (Sq. Ft.)		1,372,047
<hr/>		
Cost Allocated by Land Use Type		
	<u>Future Calls</u>	
Residential	91%	\$13,113,611
Non-Residential	9%	<u>\$1,318,393</u>
		\$14,432,004
<hr/>		
Cost Allocated to New Development		
	<u>Land Use</u>	
Residential	65%	\$8,500,141
Non-Residential	29%	<u>\$387,228</u>
		\$8,887,369
<hr/>		
Updated Impact Fees		
Fee per Residential DU	13,446	\$632
Fee per 1,000 Sq. Ft. Non-Residential	1,372	\$282
		\$0.28/Sq. Ft.

Source: Economic & Planning Systems



Appendix

Appendix Table 2. Detailed Buildout Estimates by Area

Land Use	Vacant Acres	Parcels	Percent by Use		Acres by Use		Factors		Land Capacity	
			Resi.	Non-Resi.	Resi.	Non-Resi.	Estimated FAR	Estimated DU/Acre	Res. DU	Comm. Bldg. Area (SF)
Fraser										
Land Use										
Business	14.3		75%	25%	10.7	3.6	0.5	20.0	214	77,667
High Density Multi-Family Residential	4.9		100%	0%	4.9	0.0	-	20.0	98	0
Low Density Multi-Family Residential	1.3		100%	0%	1.3	0.0	-	-	8	0
Low Density Single-Family Residential	0.3		100%	0%	0.3	0.0	-	7.3	2	0
Medium Density Multi-Family Residential	4.4		100%	0%	4.4	0.0	-	17.0	75	0
Medium Density Single-Family Residential	0.6		100%	0%	0.6	0.0	-	8.7	5	0
Planned Development District										
Rendezvous Commercial	22.0	4	0%	100%	0.0	22.0	0.25	-	0	240,016
Rendezvous Residential	-	-	-	-	-	-	-	-	117	0
Grand Park Commercial	-	-	-	-	-	-	-	-	0	337,554
Grand Park Residential	-	-	-	-	-	-	-	-	2,196	0
Grand Park Lodging	-	-	-	-	-	-	-	-	1,278	0
Fraser Total									3,993	655,237
Winter Park										
Land Use										
Destination Center	83.0	64	90%	10%	74.7	8.3	0.25	20.0	1,494	90,409
Limited Commercial	0.4	1	30%	70%	0.1	0.3	0.25	12.0	2	3,255
Residential-Commercial Service	13.2	4	80%	20%	10.6	2.6	0.25	8.0	84	28,747
Multi-Family Residential/Old Town	3.5	21	100%	0%	3.5	0.0	-	12.0	42	0
Multiple-Family Residential (West of Highway 40)	36.1	62	100%	0%	36.1	0.0	-	3.4	122	0
Multiple-Family Residential (East of Highway 40)	42.7	3	100%	0%	42.7	0.0	-	12.0	512	0
Single-Family Residential	29.2	48	100%	0%	29.2	0.0	-	-	48	0
Planned Development District										
Rendezvous Winter Park	-	-	-	-	-	-	-	-	1,800	0
Roam	-	-	-	-	-	-	-	-	1,136	0
Idlewild	-	-	-	-	-	-	-	-	319	0
Lakota	-	-	-	-	-	-	-	-	384	0
Mary Jane Road SF Lots	-	-	-	-	-	-	-	-	9	0
Mary Jane Road Condos	3.6		100%	0%	3.6	0.0	-	12.0	43	0
Other Planned Development	18.7		100%	0%	18.7	0.0	-	10.0	187	0
Winter Park Total									6,182	122,411
Unincorporated Grand County										
Land Use										
Accommodations	5.2	2	50%	50%	2.6	2.6	0.3	1.0	3	33,846
Business	26.5	18	20%	80%	5.3	21.2	0.25	-	0	231,182
Estate	24.1	13	100%	0%	24.1	0.0	-	1.0	24	0
Forestry/Open (Growth Area)	1,271.3	362	100%	0%	1,271.3	0.0	-	0.5	636	0
Forestry/Open (Non-Growth Area)	746.1	64	100%	0%	746.1	0.0	-	0.2	149	0
Residential	636.4	231	100%	0%	636.4	0.0	-	1.5	955	0
Tourist	48.1	104	80%	20%	38.5	9.6	0.5	2.0	77	209,371
Planned Development District										
Byers Peak Ranch	-	-	-	-	-	-	-	-	1,200	120,000
Red Hawk Ranch	-	-	-	-	-	-	-	-	228	0
Grand County Total									3,271	594,399
East Grand Fire District Total									13,446	1,372,047



MEMO

TO Town Council
FROM Keith Riesberg, Town Manager
CC Lizbeth Lemley, Finance & HR Director
DATE February 28, 2020
RE 2020 Budget Revision Ordinance

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.

	<u>Expenditures</u>	<u>Revenues</u>
Transfer to General Fund	907,202	
Grants		699,954
Fund Balance		207,248
Total	907,202	907,202

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



chart below reflects the impact of this change on the Capital Fund.

	<u>Expenditures</u>	<u>Revenues</u>
Baker Drive Improvements	498,000	
2019 COP Debt Service	100,251	
Transfer from General Fund		598,251
Total	598,251	598,251

General Fund - 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.

	<u>Expenditures</u>	<u>Revenues</u>
Purchase Transit Buses	907,702	
Transfer to Capital Fund	598,251	
Events	63,475	
Transfer from Transit & Trails Fund		907,702
Fund Balance		661,726
Total	1,569,428	1,569,428

Recommended Motions

Staff recommends the Town Council approve the 2020 Budget Revisions as presented by approving the attached Ordinance.

TOWN OF WINTER PARK

ORDINANCE NO. 531
SERIES OF 2020

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

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

	<u>Expenditures</u>	<u>Revenues</u>
Transfer to General Fund	907,202	
Grants		699,954
Fund Balance		207,248
Total	907,202	907,202

General Fund

	<u>Expenditures</u>	<u>Revenues</u>
Equipment	907,702	
Transfers to Capital Fund	598,251	
Events	63,475	
Transfer from Transit & Trails Fund		907,702
Fund Balance		661,726
Total	1,569,428	1,569,428

Capital Fund

	<u>Expenditures</u>	<u>Revenues</u>
Baker Drive Improvements	498,000	
2019 COP Debt Service	100,251	
Transfers from General Fund		598,251
Total	598,251	598,251

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



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.

**TOWN OF WINTER PARK
ORDINANCE NO. 532
SERIES OF 2020**

**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



MEMO

TO Mayor and City Council
FROM Keith Riesberg, Town Manager
CC
DATE March 13, 2020
RE Lease of the Martin property

Background

As negotiated during the acquisition of the Martin property at 1410 GCR 5, the Town has agreed to lease the residence to Jeffrey & Tracie Martin until June 30, 2021. The lease has a value of \$2,000 per month. Should the Martin vacate the property prior to June 30, 2021, the Town will compensate the Martins for the unused portion of the lease. This lease was anticipated and negotiated as part of the overall property purchase.

Analysis

As the Town is moving forward with the purchase of the Martin property, the Town Council is being requested to approve the lease agreement as contemplated in the purchase agreement.

Recommendation

Staff recommends approval of the lease as presented. This lease agreement was negotiated as part of the overall property acquisition.

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

I move to approve Resolution 1761 approving the lease agreement for the principle residence located at 1410 GCR 5 as presented.

Should the Town Council wish to deny the proposed lease agreement, the following motion should be made:

I move to deny Resolution 1761 approving the lease agreement for the principle residence located at 1410 GCR 5 as presented.



Should you have any questions or need additional information regarding this matter, please contact me.

**TOWN OF WINTER PARK
RESOLUTION NO. 1761
SERIES OF 2020**

**A RESOLUTION APPROVING THE LEASE AGREEMENT BETWEEN
THE TOWN AND JEFFERY A. MARTIN AND TRACIE MARTIN FOR
CONTINUED OCCUPANCY OF THE HOUSE LOCATED AT 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, by Ordinance No. ____, Series of 2020, the Town Council approved the Town's purchase of the Property; and

WHEREAS, the current owners of the Property would like to continue to occupy the house on the Property through June of 2021, and the Town would like to accommodate such occupancy subject to the terms and conditions of a lease agreement.

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

1. The Town Council hereby approves the Lease 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 and subject to transfer of ownership of the Property to the Town. Upon such approval and transfer, the Mayor is authorized to execute the Agreement on behalf of the Town.

PASSED, ADOPTED, AND APPROVED this 17th day of March, 2020.

TOWN OF WINTER PARK

Jimmy Lahrman, Mayor

ATTEST:

Danielle Jardee, Town Clerk

RESIDENTIAL LEASE

This Residential Lease (the "Lease") is made and entered into as of this ___ day of _____, 2020 (the "Effective Date"), by and between the Town of Winter Park, a Colorado home rule municipal corporation with an address of P.O. Box 3327 / 50 Vasquez Road, Winter Park, Colorado 80482 (the "Town"), and Jeffery A. Martin (aka Jeffrey A. Martin) and Tracie Martin with an address of P.O. Box 518 / 1420 CR 5, Fraser, CO 80442 ("Tenant") (each a "Party" and collectively the "Parties").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the Parties agree as follows:

1. Premises. The Town hereby leases to Tenant the following described property (the "Premises"), and subject to Tenant's performance of all obligations under the Lease, Tenant shall enjoy quiet possession of the Premises throughout the term of this Lease: all real property, the main residence, garage and out buildings located at 1410 GCR 5, Fraser, Colorado 80442, but excluding the second-floor apartment located above the garage (the "Apartment").

2. Term. The initial term of this Lease shall be 15 months, commencing at 6:00 p.m. on April 1, 2020, and ending at 6:00 p.m. on June 30, 2021 (the "Term"). If Tenant remains in possession of the Premises after the expiration of this Lease without an express written agreement as to such holding, then, such holding shall be deemed to be a month-to-month tenancy at the monthly rental rate provided herein and subject to all the terms and conditions of this Lease.

3. Rent. The rent shall be \$2,000 per month (the "Rent"). The Parties acknowledge Rent for the Term has been paid in full by Tenant as part of the related purchase and sale transaction by which the Town became owner of the Premises. If Tenant quits the Premises prior to the end of the Term, the Town shall pay Tenant an amount equal to \$2,000 per month of the unused Term, pro-rated to the day.

4. Use and Occupancy.

a. Residential Use. The Premises shall be used as Tenant's principal residence and shall not be used for any commercial purpose excluding Tenant's software engineering operations. The Premises shall be occupied only by Tenant and Tenant's family. Tenant previously operated a dog-sled business from the Premises and is in the process of relocating the dogs to new homes. The remaining dogs are permitted, and Tenant is responsible for the conduct of all pets and guests.

b. Compliance with Law. At all times while using the Premises, Tenant and its invitees shall comply with all applicable law.

c. Nuisances. Tenant shall not keep on or around the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the risk of fire or explosion or that might be considered hazardous. Neither Tenant nor Tenant's licensees and

invitees shall be a nuisance or act in any manner that would interfere with the quiet enjoyment by adjacent property owners or other tenants (or their invitees) of their premises. This prohibition includes without limitation loud noises, loud music, noxious or unpleasant odors, and disruptive behavior or actions.

d. Maintenance. Tenant shall keep the Premises reasonably clean, safe and sanitary, and shall timely dispose of garbage, rubbish and other waste. Tenant shall promptly notify the Town of any damage to the Premises, or the failure of any appliances or equipment. Tenant is responsible for the proper disposal of all trash. Tenant is also responsible for all snow plowing of the Premises.

e. Mold. Tenant shall keep all areas of the Premises thoroughly clean and dry. Tenant shall inspect all areas to ascertain if there are any water leaks or signs of water damage. Tenant shall make every effort to ensure that water does not escape from shower or tub enclosures. Tenant shall immediately clean and dry any area where water has accumulated. Tenant shall keep all windows and doors closed during adverse weather or when the Premises is unattended. Tenant shall notify the Town immediately if there is any evidence of visible accumulation of mold-like substances on hard surfaces. Tenant shall clean the accumulated and surrounding areas with soap and or detergent and allow the area to dry. Within 24 hours of cleaning the area, Tenant shall apply according to labeled directions a disinfectant designed to kill mold-like substances. Within a reasonable time following written notification by Tenant, the Town shall repair water leaks. Tenant hereby indemnifies and holds the Town harmless and release the Town from any and all claims or actions arising from Tenant's breach of this section and all claims of consequential damages such as damages to Tenant's personal property or claims of adverse health conditions associated with exposure to mold.

f. Right of Entry. Tenant shall make the Premises available to the Town and its agents for the purposes of making repairs or improvements, or to supply agreed services, or in case of emergency. Except in case of emergency, the Town shall give Tenant reasonable notice of intent to enter. For these purposes, 24 hour notice shall be deemed reasonable. Tenant shall notify the Town in writing if Tenant install any alarm system, including instructions on how to disarm it in case of emergency entry.

g. Alterations and Improvements. Tenant accepts the Premises as is, and the Town disclaims all implied warranties. Tenant shall not make any improvements or alterations to the Premises without prior written consent of the Town. Tenant shall not, without the Town's prior written consent, add, alter or re-key any locks to the Premises. If any alterations, improvements or changes are made to the Premises that remain at the termination or expiration of this Lease, they shall become the sole property of the Town.

h. Heat. Unless instructed otherwise by the Town, Tenant shall, for 24 hours a day during freezing weather, keep the Unit heated to at least 63 degrees. Tenant shall not use appliances for heat. Tenant shall be liable for damage to the Town's and others' property if damage is caused by broken water pipes due to Tenant's violation of this Section. The Premises

is heated by propane gas. In consideration of this minimum temperature requirement, the Town hereby agrees that during the months of October through April, the Town will reimburse Tenant for 25% of the propane costs paid by Tenant for the Premises. The Town's reimbursement will be due 30 days after Tenant provides a copy of each propane bill to the Town.

i. Interior Areas. Tenant shall not install any penetrations (*e.g.* picture hangers) into interior walls of the building without the express written approval of the Town. Tenant may not make changes to wall colors, flooring, appliances, fixtures or features without the prior written consent of the Town.

k. Right to Approve Apartment Tenant; Utilities. Tenant shall be consulted by the Town prior to the Town leasing the Apartment, and Tenant shall have the right to refuse a tenant for good cause. Tenant's approval of a tenant for the Apartment shall not be unreasonably withheld. If the Apartment is leased by the Town, Tenant's utility payment obligations, as set forth in Section 6(b) below, shall be apportioned between the Premises and the Apartment, with Tenant paying 75% of the utility costs, and the Apartment responsible for 25% of the utility costs.

5. Security Deposit.

a. General. Tenant shall pay to the Town a security deposit of \$2,000 (the "Security Deposit") to secure against the breach of any obligations under this Lease, including without limitation: damage to the Premises, fixtures, appliances or carpet; abandonment of the Premises; or nonpayment of rent, late charges, returned check charges and attorney fees. If the Security Deposit is used by the Town during the term of this Lease, Tenant shall immediately restore the Security Deposit. The Security Deposit will be held and disbursed subject to the terms of this Lease and applicable law.

b. Return. Within 60 days after Tenant's surrender of the Premises, the Town shall provide Tenant, at Tenant's last known address, with a written statement listing the reasons for all charges against the Security Deposit and refund the balance (if any) therewith.

6. Utilities.

a. Optional. At Tenant's option, Tenant may procure the following utilities at Tenant's own cost: telephone, cable and internet access.

b. Required. Tenant shall continuously maintain electric and gas service for the Premises at Tenant's own cost. Tenant shall provide for trash and snow removal from the Premises at Tenant's own cost.

7. Insurance. Tenant acknowledges that the Town's insurance does not cover the personal property of Tenant or its invitees, as such Tenant shall purchase insurance coverage for loss to personal property due to fire, theft, water damage and other unfortunate events, liability coverage, and other appropriate insurance coverage.

8. Parking. The Town is not responsible for any damages that may result from Tenant's use of parking on the Premises. All motor vehicles shall be licensed and insured, and no inoperative, stored, or "junked" motor vehicles are permitted. The Town may cause removal of motor vehicles not authorized or permitted, including those left on the Premises after expiration or termination of the Lease, at Tenant's expense, and Tenant waives any claim of damages for such removal.
9. Move-in/Move-out Inspection. The Town and Tenant may conduct an inspection of the Premises at the time of possession and surrender. An inspection sheet, in the form attached hereto as **Exhibit A** and incorporated herein by this reference, may be completed at that time, which will be sufficient and satisfactory proof of the condition of the Premises at the time of possession and surrender. All systems and appliances on the Premises will presumed to be in working condition at the time of possession and surrender unless specifically noted on the inspection sheet.
10. Registered Sex Offenders. No person shall register the address of the Premises on any list of registered sex offenders or predators or similar compilation. The Town does not warrant, represent nor guarantee whether other persons residing in or near the Premises appear on any list of sex offenders and shall not be obligated to monitor or disseminate any compilations of registered sex offenders or other criminals. If Tenant desires to obtain a copy of the list of convicted sex offenders in the area, Tenant shall obtain a copy from the local police, sheriff or other public record.
11. Surrender. Upon surrender of the Premises, Tenant shall return the Premises to as good a condition as when Tenant took possession of the Premises, normal wear and tear excepted. Tenant shall have all carpeting professionally cleaned. Any damage caused by accident, abuse, carelessness or negligence shall not be considered normal wear and tear. If Tenant fails to return the Premises in appropriate condition, the Town may restore the Premises to appropriate condition, including repair, replacement and cleaning. The cost of any work necessitated will be deducted from the Security Deposit, and if the Security Deposit is insufficient to cover the cost of the work performed, Tenant will be obligated to pay the additional balance.
12. Assignment and Sublease. Except as expressly provided in Paragraph 19(c) below, Tenant shall neither assign nor sublease any interest in this lease without prior written consent of the Town. Consent to a sublease or assignment shall be at the Town's sole and absolute discretion. This Lease is fully assignable by the Town without the consent of the Tenant.
13. Damage to Premises. If the Premises or part of the Premises are damaged or destroyed by fire or other casualty not caused by Tenant's negligence or willful misconduct, the Rent will be abated during the time that the Premises are uninhabitable. If the Town decides not to repair or rebuild the Premises, then, this Lease shall terminate, and the Rent shall be prorated.
14. Maintenance and Repair. The Town, at the Town's expense, shall be responsible for maintenance and repair of all structural components, interior and exterior walls, floors, ceilings,

roofs, heating, plumbing, electrical, wiring, sewer connections, appliances and glass. which is not related to Tenant's possession or day-to-day use of the Premises, ordinary wear and tear excepted. Tenant, at Tenant's expense, shall be responsible for all other cleaning, maintenance and repair issues related to Tenant's possession and use of the Premises, ordinary wear and tear excepted. Requests for repairs shall be in writing (except in emergencies involving immediate danger to person or property). The Town's compliance with any verbal request does not waive the requirement for written notice. Tenant shall promptly notify the Town in writing of: water leaks; electrical problems; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. The Town may turn off equipment and interrupt utilities to avoid damage or perform work. If utilities malfunction or are damaged, Tenant shall notify the Town immediately, and the Town shall act with customary diligence to make repairs and reconnections, taking into consideration when insurance proceeds are received, but Rent will not abate. Tenant shall promptly reimburse the Town for all loss, damage, or cost of repairs or service incurred by the Town which Tenant is obligated to pay in this Lease. The Town may require payment at any time, including advance payment of repairs for which Tenant is liable.

15. Disclosure of Information. The Town may disclose the identity and address of Tenant to any requesting law enforcement or other governmental agency, including the U.S. Census Bureau. The Town shall not be obligated to disclose any information to any other third-party. At the Town's option, the Town may disclose information regarding rental history if requested or authorized by Tenant in writing.

16. Indemnification. Tenant agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Lease.

17. Breach and Remedies.

a. Breach. The following shall be considered a breach of this Lease: if Tenant fails to pay Rent or any other amount due under this Lease or violate any provision of this Lease.

b. Remedies. If Tenant breaches this Lease, the Town may cure the breach at Tenant's cost, and terminate the Lease and Tenant's right to possession of the Premises. In addition, the Town may pursue any and all available remedies in law or equity, and the exercise of one remedy shall not preclude the exercise of any other available remedy.

c. Attorney Fees. In the event of any violation or breach of any provision of this Lease by Tenant, Tenant shall pay all of the Town's reasonable attorney fees associated with such violation or breach, whether or not litigation is commenced.

19. Miscellaneous.

a. Binding Effect. This Lease shall be binding upon the Parties and their officers, employees, agents, successors, and assigns. Except as expressly permitted by this Lease, Tenant shall not assign any rights or obligations under this Lease or sublet the Premises without the prior written consent of the Town. Any assignment or sublease without such consent shall be void.

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

c. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town under this Lease 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. To the extent that any of the Town's obligations under this Lease are deemed to constitute a multi-year fiscal obligation, the Town's performance will be conditioned upon annual appropriation by the Town Council, in its sole discretion. In the event of non-appropriation of any amounts due and owing to Tenant under this Lease, then Article 12 above shall automatically be amended to allow Tenant to sublease the Premises for the remainder of the then-remaining Term without the Town's consent but subject to all terms and conditions of this Lease Agreement.

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

e. Entire Agreement. This Lease supersedes any and all prior agreements between the Town and Tenant regarding occupancy of the Premises following the Town's purchase of the property from Tenant. There are no collateral understandings, representations or agreements other than those contained herein or expressly agreed to in writing signed by both the Town and Tenant.

f. Severability. If any provision of this Lease is ruled invalid or illegal, such ruling shall have no effect on the remaining provisions which shall be considered legally binding and given full force and effect.

g. Waiver. The failure of the Town to enforce any provision of this Lease shall not be deemed a waiver or limitation of the Town's right to subsequently enforce and compel strict compliance with every provision of this Lease.

h. Modification. This Lease may only be modified upon written agreement of Tenant and the Town.

IN WITNESS WHEREOF, the Parties have caused this Lease to be executed as of the Effective Date.

TOWN OF WINTER PARK, COLORADO

ATTEST:

Jimmy Lahrman, Mayor

Danielle Jardee, Town Clerk

Memorandum



To: Winter Park Town Council
From: Michael Koch, Transit Manager
Date: March 17th 2020
SUBJECT: Summer Transit Service Plan

Background

Town Staff puts together transit options every year for the Transit Advisory Committee (TAC) to review. These options are compiled based on feedback received from the public, advisory committee members, and on-going analysis by staff to conduct best operational practices and overall service coverage. The memo below outlines the options compiled for consideration by the TAC.

After discussion the committee recommended approval for Option 2. This option was buses were regularly getting called to the Meadowridge area in past summers and the highest call volume for Fraser call-and-ride stops are along the Wapiti corridor. This option increases fixed-route coverage for those areas of Fraser and Meadowridge. These changes will improve operations by decreasing the amount of calls to dispatch as riders in these areas will no longer be required to call dispatch for a pick-up.

Town Staff Recommendation

Town staff recommends approval of Option 2 of the Summer Transit Service Memo below, the same option recommended for approval by TAC. As well as the benefits mentioned in this memo and below, this is the option that was budgeted, and approved, in November 2019.

Memorandum



To: Transit Advisory Committee
From: Michael Koch, Transit Manager
Date: March 2nd, 2020
SUBJECT: Summer Service 2020 Options

Overview

This memo is intended to be used as a tool to help educate and assist in the recommendation of how best to provide Summer Service for The Lift for the 2020 Summer season. Below are options that have been explored by Town and First Transit Staff. **Exhibit A** represents the proposed days when “Hourly” and “Half-Hourly Evening” schedule will be operated during summer service.

Option 1

This is the option operated during the summer of 2020.

The routing for this option sees the Summer Line operating along Westbound US40 from Winter Park Resort to the Safeway Main stop. The bus would then have a 15-minute flex schedule to pick-up riders who requested a stop not located along the fixed-route. Fraser Valley Center would be the first timed-stop, indicating the 15-minute flex time in Fraser had ended. From the Fraser Valley Center stop, the bus would enter onto Eastbound US40 and turn onto Old Victory Road. The bus would have a timed stop at Old Victory Rd & Elk Ranch Rd., then continue on and have a timed stop at Old Victory Rd & Meadow Trail. From there, the bus would have two timed stops at either end of Mtn Willow Drive, located along Old Victory Rd. The bus would continue on to the Grand Park Community Recreation Center stop, then enter the highway and continue on its existing routing towards Cooper Creek Square before operating it’s flex service in Winter Park. **Exhibit B** shows the routing through Fraser and Meadowridge for this option.

Option 2

The option presented here sees the Black Line operating bi-directionally through Downtown Winter Park and bi-directionally through the Grand Park neighborhood utilizing the same route as the current winter route along Grand Park Drive, Old Victory Road, Mountain Willow Road, and the ‘new road’ connecting Fraser Valley Center with Victory Road and ultimately on to CR72. The bus would use CR72 to cross Zerex and onto CR804. The bus would service Safeway at the stop on CR804 then head up the hill to Cranmer where it would take a right, then a left onto Meadow Mile Drive and follow that completely around to the top of Wapiti Drive, where it would take a right and continue on to County Road 8, turning left to access US40. The bus would follow US40 Eastbound and turn right onto Fraser Avenue and then a left onto to Railroad Avenue to service the Amtrak platform. The bus will continue down Railroad Avenue and turn left onto Eisenhower, then a right on Zerex, then another right onto CR72 where it will meet up with the ‘new road’ and connect back with Old Victory Road finish the return trip of the bi-directional route through Grand Park and Downtown Winter Park. It is important to note that this option provides only a small window of flex time, approximately 5 minutes. Staff would recommend the flex stop at Fraser Valley Elementary still continue flex service as it provides service closer to the Library, Fraser Town Hall, and the Elementary School. **Exhibit C** shows the routing through Fraser and Meadowridge for this option.

Budgeting

	<i>Fraser</i>	<i>WP</i>	<i>Grand County</i>	<i>TOTAL</i>
SUMMER - Option 1	\$ 113,084.59	\$ 169,626.89	\$ -	\$ 282,711.48
SUMMER - Option 2	\$ 130,047.28	\$ 124,393.05	\$ 28,271.15	\$ 282,711.48

Town Staff Recommendation

Town Staff recommends Option 2 for Summer Service 2020. This was the option that was budgeted for when budget was approved for the 2019-2020 year. This provides a greater area of fixed-route coverage for Fraser and Meadowridge.

Exhibit A – Schedule Calendar

Schedule Legend
Limited
Full

May						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Sept						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Oct						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Exhibit B – Option 1 Routing

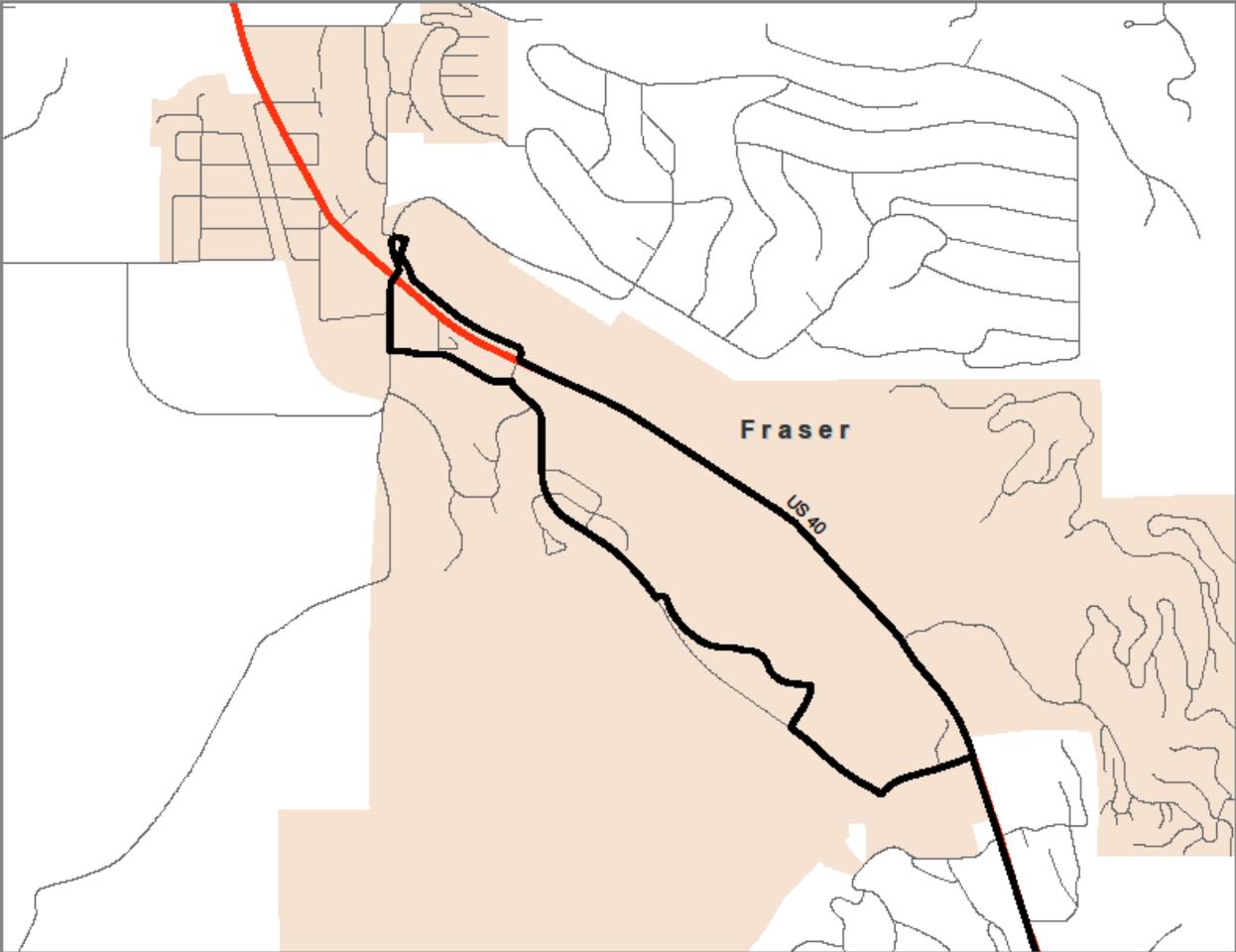
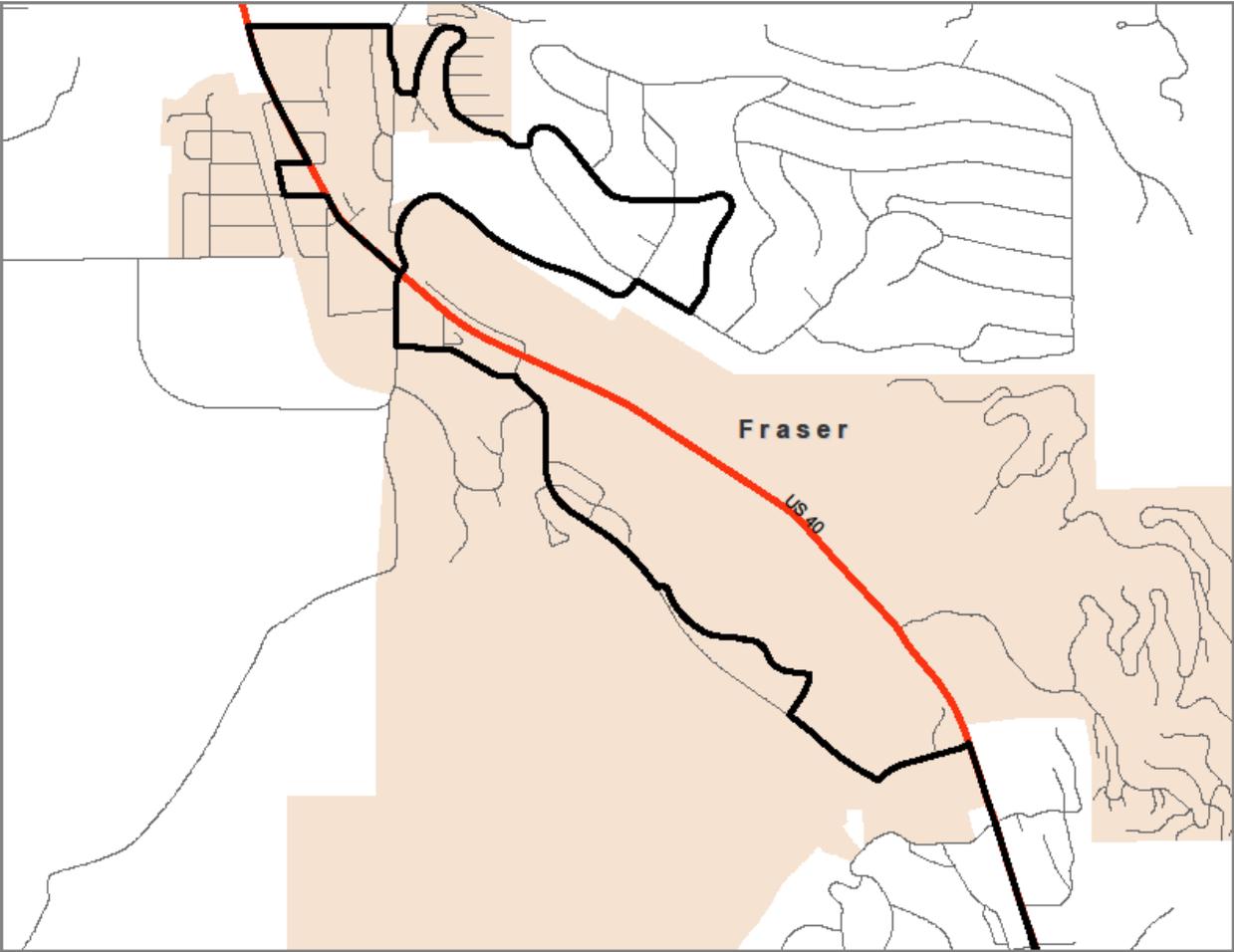


Exhibit C – Option 2 Routing



TOWN OF WINTER PARK

RESOLUTION NO. 1762
SERIES OF 2020

A RESOLUTION APPROVING SUMMER TRANSIT SERVICE

WHEREAS, the Town manages its own transit system known as The Lift;

WHEREAS, the Town collects tax dollars dedicated to the operation, management, and improvement of The Lift, and these dedicated tax dollars are leveraged as local matching dollars for state and federal grants;

WHEREAS, The Lift provides year-round public transit service;

WHEREAS, the Town Council has reviewed the attached Summer Service Plan labeled as Exhibit A.

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

Section 1. The Town Council hereby approves the Summer Transit Service Plan in substantially the form attached hereto, subject to final approval of the Town Attorney. Upon such approval, the Mayor is authorized to execute the Grant Agreement on behalf of the Town.

APPROVED AND PASSED this 17th day of March, 2020 by a vote of _____ to _____.

TOWN OF WINTER PARK

Jimmy Lahrman, Mayor

ATTEST:

Danielle Jardee, Town Clerk

FRASER WINTER PARK POLICE DEPARTMENT



Memo

To: Winter Park Town Council
Fraser Board of Trustees

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

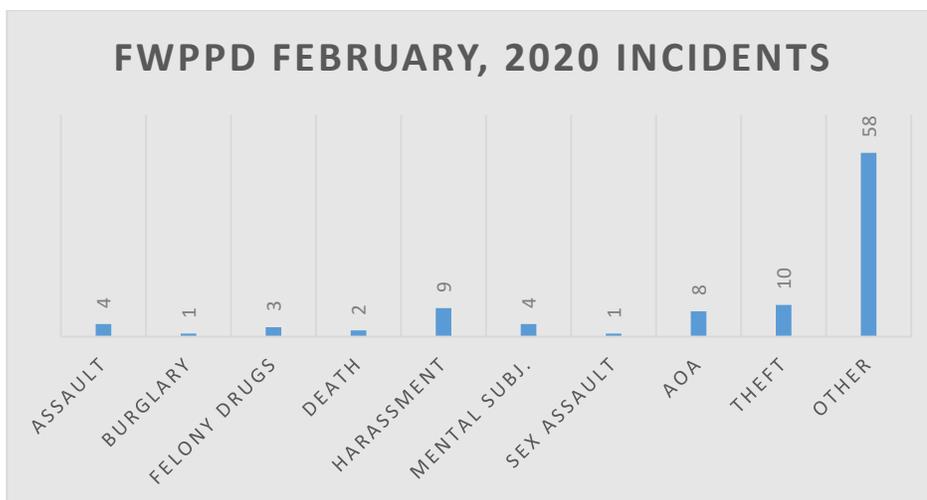
Date: February 10, 2020

Re: February 2020 Monthly Report

February was once again a busy month for the Fraser Winter Park Police Department. We responded to or initiated a total of 425 calls for service. 146 of those were in Fraser, 263 were in Winter Park, and 16 occurred in areas outside the two towns. This compares to 373 calls in February 2019.

We issued a total of 32 traffic citations during February including 11 citations for parking violations. This included 8 arrests for DUI and/or other criminal traffic violations. We also investigated 23 vehicle crashes.

We completed 100 incident reports in February, with the major incidents reported below.



On February 4th, we presented our department's Lifesaving Medal to Sgt. Paul Finley, Officer Johnny Stensvad, and Officer Tyler Kupser for their actions in saving the life of a citizen in August 2019.

"Making a Difference by Serving Others"