

Those members of the public wishing to attend the meeting digitally are asked to please contact the Town Clerk Department at (970) 726-8081 ext. 208 or email [djardee@wpgov.com](mailto:djardee@wpgov.com) for a conference call-in number and passcode.



## **WINTER PARK TOWN COUNCIL MEETING**

Winter Park Town Hall – 50 Vasquez Road

Tuesday, April 7, 2020 – 5:30 p.m.

### **AGENDA**

1. Meeting Call to Order
  - a. Pledge of Allegiance
  - b. Roll Call of Council Members
  
2. Town Hall Meeting
  - a. Recognition of Council Members Jim Myers and Chuck Banks
  
3. Consent Agenda
  - a. Approval of March 19, 2020 Regular Meeting Minutes
  
4. Action Items
  - a. Resolution 1759, A Resolution Approving the First Amendment of Development Agreement with Rendezvous Colorado, LLC
  - b. Resolution 1766, A Resolution Amending the Contract with the Winter Park & Fraser Chamber of Commerce
  - c. Resolution 1767, A Resolution Approving a Memorandum of Understanding with the Grand Foundation
  - d. Staff Recommendation for March 2020 Sales Tax Remittance
  
5. Town Manager's Report
  
6. Mayor's Report
  
7. Town Council Items for Discussion



## MINUTES

**DATE:** Tuesday, March 19, 2020

**MEETING:** Winter Park Town Council

**PLACE:** Town Hall Council Chambers

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

**OTHERS**

**PRESENT:** Assistant Town Manager Alisha Janes, Finance Director Lizbeth Lemley, and Community Development Director James Shockey

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### 1. Meeting Call To Order

Mayor Jimmy Lahrman called the meeting to order at 4:00 p.m.

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

### 2. Executive Session

#### 2.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**

Mayor Pro Tem Nick Kutrumbos moved and Councilor Mike Periolat seconded the motion to go into Executive Session in accordance with C.R.S. Title 24, Section 4, Subsection 402(4)(b).

Motion Carried: 7-0.

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

Mayor Lahrman called for a recess and stated the regular Town Council meeting will resume at 5:30 p.m.

### 3. **Resume Meeting 5:30 p.m.**

Mayor Lahrman stated a script regarding the Town's first electronic meeting and how it will proceed.

### 4. Town Hall Meeting

Grand County’s COVID-19 Response Team’s Public Information Officer Schelly Olson stated an update on Grand County’s Emergency Operations Center. Ms. Olson stated the emergency operations center for Grand County is located up on County Road 5 in Fraser, CO. Ms. Olson stated the response team and operations center are a resource for Grand County residents. Ms. Olson listed the contact information, phone number is 970-725-3803, email is [jicgrandcounty@gmail.com](mailto:jicgrandcounty@gmail.com), website is [co.grand.co.us/covoid19](http://co.grand.co.us/covoid19), Facebook is @GCPublicHealth, and Twitter is GC\_PublicHealth. Ms. Olson stated as of March 12, 26 people have been tested in Grand County, one positive case, four negative, and 21 pending. Ms. Olson stated since test kits are limited, if residents feel as if they have been exposed, they should call their physician first.

Mayor Lahrman asked participants for comments for Town Hall portion of meeting. Town Clerk Dani Jardee read Toni Leuthold’s comments into the record regarding her concerns with parking on Lions Gate Drive and giving thanks to Jim Myers for his 34 years of service on Town Council. Winter Park Resident Gary Behlen stated his ideas on streaming meetings and asked Council their thoughts on election during this COVID-19 situation. Idlewild Spirit’s Casey Fitzpatrick stated the distillery was in the process of making hand sanitizer for the County to use as a resource.

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

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

**6. Action Items**  
**6.a. Action as Result of Executive Session**

Mayor Lahrman stated we have two items as a result of the executive session which are Resolution 1763 and Ordinance 533.

**Resolution 1763, A Resolution Approving the Second Amendment to Annexation Agreement with Cornerstone Winter Park Holdings, LLC and the Associated Intergovernmental Agreement with the Town of Fraser.**

Mayor Pro Tem Nick Kutrumbos moved with the addition to amend and allow Town Manager Keith Riesberg and Town Attorney Patrick Wilson to make minor modifications to the second amendment, Councilor Chris Seemann seconded the motion approving Resolution 1763, A Resolution Approving the Second Amendment to Annexation Agreement with Cornerstone Winter Park Holdings, LLC and the Associated Intergovernmental Agreement with the Town of Fraser. Motion Carried: 6-1.

**Ordinance 533, 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.**

Town Manager Keith Riesberg stated this is the first reading on this ordinance the second reading and public hearing would take place on March 24 at 5:30 p.m.

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

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

Mike Periolat  
Chris Seemann

“Aye”  
“Aye”

Jim Myers

“Nay”

**6.b. Resolution 1756, A Resolution Appointing Judges for the April 7, 2020 Election**

Town Clerk Dani Jardee stated this is a housekeeping item for the April 7, 2020 municipal election, this resolution allows Ms. Jardee to appoint three election judges and an alternate judge.

Mayor Pro Tem Nick Kutrumbos moved and Councilor Mike Periolat seconded the motion approving Resolution 1756, A Resolution Appointing Judges for the April 7, 2020 Election. Motion Carried: 7-0.

**6.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**

Community Development Director James Shockey stated in anticipation of the downtown plan being adopted in April. The next step is to move forward with design and construction of US Hwy 40 downtown corridor, this grant will help fund the design project. Mr. Shockey stated engineers estimated the cost to be \$460,000 dollars for the full design scope from conceptual to construction phase. Mr. Shockey stated the CDOT grant would fund half of the design scope and Town of Winter Park would have to match that. Mr. Shockey stated the funds would be allocated in the 2021 or 2022 budget. Mr. Shockey stated the grant application is due April 6, 2020.

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

**6.d. Resolution 1760, A Resolution Approving Janitorial Services**

Finance Director Lizbeth Lemley stated with the new Transit Center facility opening soon the Town went out to bid for janitorial services for the Transit Center, Town Hall, Police Department, and the Rendezvous Room at Hideaway Park Stage. Ms. Lemley stated OpenWorks had the most competitive pricing and could do the full scope of work.

Councilor Jim Myers moved and Mayor Pro Tem Nick Kutrumbos seconded the motion approving Resolution 1760, A Resolution Approving Janitorial Services. Motion Carried: 7-0.

**6.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**

Town Manager Keith Riesberg stated he recommends tabling this ordinance until the first meeting in May. Mr. Riesberg stated the East Grand Fire District will be discussing this at their future board meeting and may withdraw it.

Councilor Art Ferrari moved and Mayor Pro Tem Nick Kutrumbos seconded the motion to table 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 until May 5, 2020. Motion Carried: 7-0.

**6.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**

Finance Director Lizbeth Lemley stated this was presented fully at the last meeting on March 3, this is the second reading. Mayor Lahrman opened the public hearing, hearing no comments. Mayor Lahrman closed the public hearing.

Councilor Mike Periolat moved and Mayor Pro Tem Nick Kutrumbos 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. Motion Carried by the following roll call vote:

Jimmy Lahrman	“Aye”	Nick Kutrumbos	“Aye”
Art Ferrari	“Aye”	Chuck Banks	“Aye”
Mike Periolat	“Aye”	Jim Myers	“Aye”
Chris Seemann	“Aye”		

**6.g. Ordinance 532, An Ordinance Authorizing the Purchase of Real Property Described as 1410 County Road 5, Fraser, Colorado, Second Reading and Public Hearing**

Town Manager Keith Riesberg stated this is the second reading for the property acquisition of property located at 1410 County Road 5, Fraser, Colorado. Mayor Lahrman opened the public hearing, hearing no comments. Mayor Lahrman closed the public hearing.

Councilor Mike Periolat 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. Motion Carried by the following roll call vote:

Jimmy Lahrman	“Aye”	Nick Kutrumbos	“Aye”
Art Ferrari	“Aye”	Chuck Banks	“Aye”
Mike Periolat	“Aye”	Jim Myers	“Aye”
Chris Seemann	“Aye”		

**6.h. Resolution 1761, A Resolution Approving the Lease Agreement Between the Town and Jeffrey A. Martin and Tracie Martin for Continued Occupancy of the House Located at 1410 County Road 5, Fraser, Colorado**

Town Manager Keith Riesberg stated this resolution allows the Martin’s to continuing leasing the house until June 30, 2021 for \$2000 a month which was negotiated during purchase.

Councilor Art Ferrari moved and Mayor Pro Tem Nick Kutrumbos seconded the motion approving Resolution 1761, A Resolution Approving the Lease Agreement Between the Town and Jeffrey A. Martin and Tracie Martin for Continued Occupancy of the House Located at 1410 County Road 5, Fraser, Colorado. Motion Carried: 7-0.

**6.i. Resolution 1762, A Resolution Approving Transit Summer Service**

Transit Director Michael Koch stated this resolution approves the summer service schedule. Mr. Koch stated ridership has gone down 90 percent, so summer service may start early, and it would save about \$30,000 dollars a month. Mr. Koch stated the flex service would continue, as well as one call and ride vehicle would be available.

Councilor Art Ferrari moved and Councilor Mike Periolat seconded the motion approving Resolution 1762, A Resolution Approving Transit Summer Service. Motion Carried: 7-0.

7. **Town Manager's Report**

Town Manager Keith Riesberg apologized for the technical difficulties in the beginning of the meeting. Mr. Riesberg stated Town Staff will assist at the Emergency Operations Center and will also work to develop assistance for the local business community. Mr. Riesberg stated during this time Town will be lenient on the sign code to allow for businesses to promote what they are doing. Mr. Riesberg stated Staff is working with the State to figure out federal level funding that is beneficial to our community.

8. **Town Council Items for Discussion**

Town Manager Keith Riesberg stated thanks to Councilor Jim Myers and Chuck Banks for their years of service to the community. Councilor Jim Myers stated it has been an interesting 34 years and wishes the new Council the best. Councilor Chuck Banks stated the Council and Staff have been very professional. Mr. Riesberg stated a reminder about the special meeting on March 24, so they aren't off the hook yet. Mayor Pro Tem Nick Kutrumbos stated he would like to put together a small business advocacy group to help navigate through the current COVID-19 situation, so that Grand County doesn't get left behind. Council discussed what that would entail and how to work with the other municipalities, the chamber, and other organizations to get a group started.

There being no further business to discuss, upon a motion regularly adopted, the meeting was adjourned at 7:00 p.m.

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The next scheduled meeting of the Town Council will be Tuesday, March 24, 2020 at 4:30 p.m.

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Danielle Jardee, Town Clerk

## MEMO

**TO** Mayor and City Council  
**FROM** Keith Riesberg, Town Manager  
**CC**  
**DATE** April 7, 2020  
**RE** Amend Development Agreement for 78841 U.S. Highway 40

### **Background**

In May, 2018 the Town entered into a Development Agreement (Agreement) with Rendezvous Colorado, LLC for the development of the property located at 78841 U.S. Highway 40 – formerly known as the Chamber building. The assessment of Affordable Housing fees was not specified in the agreement, resulting in the need for clarification of the agreement. The proposed clarification to the Agreement will implement a 0.5% real estate transfer assessment (RETA) on the residential portion of the development. To resolve this dispute, the RETA will not be applied to the initial builder sales. The funds received from the RETA will be dedicated for the construction of attainable housing.

### **Analysis**

In May, 2018 the Town of Winter Park entered into a Development Agreement with Rendezvous Colorado, LLC for the development of the former Chamber building. The Agreement specified development fees to be waived by the Town for the development of the site. The Agreement also specified fees to be charged by the Town for the development. The Town position is that the exclusion of the Affordable Housing Fee from the Agreement requires the collection of the \$3/sf fee.

Rendezvous contends the waiver of “all platting, development and building permit fees” specified in Section 3.a of the Agreement includes the waiver of the Affordable Housing Fee. Town staff issued the permits for the construction of the project with the assessment of the \$3/sf fee being provided. This fee would be required to be paid before a Certificate of Occupancy (CO) could be issued. Staff has been working with Rendezvous since July, 2019 to resolve this discrepancy.

The proposal being presented for Council consideration to resolve the disputed Affordable Housing fee is to amend the Agreement to implement a RETA of 0.5% on the sale of the



residential units after the initial builder sale. The RETA would generate on-going revenue for the Town's Affordable Housing fund. Should the Town collect the Affordable Housing Fee on a square foot basis, the fund would receive \$34,749. Through a 0.5% RETA, assuming five units with a value of \$1.5M and 2 units at \$1.2M, the Town would receive \$49,500 on the sale. Future sales would generate additional funds based upon the sale price of the units.

**Recommendation**

It is at the Council's discretion whether or not to approve the proposed amendment to the Development Agreement.

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

I move to approve Resolution 1759 approving an amendment to the Development Agreement with Rendezvous Colorado, LLC as presented.

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

I move to deny Resolution 1759 approving an amendment to the Development Agreement with Rendezvous Colorado, LLC as presented.

If the amendment to the Development Agreement is not approved, Staff will continue holding the position the one-time Affordable Housing fee of \$3/sf must be paid before the Certificate of Occupancy will be issued for the development.

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

TOWN OF WINTER PARK  
RESOLUTION NO. 1759  
SERIES OF 2020

A RESOLUTION APPROVING THE FIRST AMENDMENT OF DEVELOPMENT  
AGREEMENT WITH RENDEZVOUS COLORADO, LLC

WHEREAS, on May 24, 2018 the Town and Rendezvous Colorado, LLC ("Developer") entered into a Development Agreement (the " Agreement") for the development of the property located at 78841 U.S. Highway 40, Winter Park, Colorado;

WHEREAS, the Parties wish to clarify how the Town's real estate transfer assessment, as set forth in Title 1, Chapter 10 of the Winter Park Town Code (the "Code"), as amended, applies to the Property;

WHEREAS, the Parties have negotiated and agreed that the Town's real estate transfer assessment shall apply only to residential portions of the Property and only to transfers of ownership subsequent to Developer's initial sale of a portion of the Property to a buyer; and

WHEREAS, all terms defined in the Agreement shall carry their defined meaning herein.

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

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

PASSED, ADOPTED AND APPROVED this 7<sup>th</sup> day of April, 2020.

**TOWN OF WINTER PARK**

\_\_\_\_\_  
Jimmy Lahrman, Mayor

ATTEST:

\_\_\_\_\_  
Danielle Jardee, Town Clerk

## FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT (the "First Amendment") is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between the TOWN OF WINTER PARK, a Colorado home rule municipal corporation with an address of 50 Vasquez Road, P.O. Box 3327, Winter Park, CO 80482 (the "Town"), and RENDEZVOUS COLORADO, LLC, a limited liability company of the State of Colorado with an address of 5291 East Yale Avenue, Denver, CO 80222 ("Developer") (collectively the "Parties" and each a "Party").

WHEREAS, on May 24, 2018, the Parties entered into a Development Agreement (the "Agreement"), regarding on-site and off-site improvements required for development of property located at 78841 U.S. Highway 40, Winter Park, Colorado, 80482, (the "Property");

WHEREAS, the Parties wish to clarify how the Town's real estate transfer assessment, as set forth in Title 1, Chapter 10 of the Winter Park Town Code (the "Code"), as amended, applies to the Property;

WHEREAS, the Parties have negotiated and agreed that the Town's real estate transfer assessment shall apply only to residential portions of the Property and only to transfers of ownership subsequent to Developer's initial sale of a portion of the Property to a buyer; and

WHEREAS, all terms defined in the Agreement shall carry their defined meaning herein.

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

1. Section 3 of the Agreement, "Fees," is amended by the addition of the following subsection (e):

e. Real estate transfer assessment. The Town and Developer agree to impose a residential real estate transfer assessment in the amount of 0.5% of the consideration paid for each subsequent, non-exempt transfer of any residential portion of the Property according to the "Declaration of Covenant - Residential Real Estate Transfer Assessment" attached to this First Amendment and incorporated herein.

2. This First Amendment shall be recorded in the records of Grand County, Colorado.

3. The Agreement and this First Amendment shall be read and construed together as the same instrument so that, except as expressly amended by this First Amendment, all rights, remedies, terms, conditions, and covenants of the Agreement remain in full force and effect. Except as amended herein, and except as is necessary to conform the terms and conditions of the Agreement to this First Amendment, the Agreement is ratified and affirmed.



## DECLARATION OF COVENANT

### Residential Real Estate Transfer Assessment

This Declaration of Covenant (the "Covenant") is made by RENDEZVOUS COLORADO, LLC, a limited liability company of the State of Colorado ("Developer") and shall be effective upon its recording in the Grand County, Colorado, real property records (the "Effective Date").

WHEREAS, as the owner of certain property more particularly described in **Exhibit A**, attached hereto and incorporated herein (the "Property"), Developer entered into a Development Agreement (the "Agreement") with the Town of Winter Park (the "Town"), dated May 24, 2018, amended \_\_\_\_\_, 20\_\_\_\_ (the "First Amendment"), and recorded in the real property records of Grand County (the "Records") at Reception No. \_\_\_\_\_. The Agreement governs the development of the Property;

WHEREAS, Developer proposes to develop the Property as a mixed use development, which may include condominiums, townhomes, single family, commercial, business and other uses and to remodel the existing building on the Property or construct a replacement of such building on the Property (collectively, the "Project");

WHEREAS, in the Agreement, as amended by the First Amendment, the Town and Developer agreed to a residential real estate transfer assessment in the amount of 0.5% of the consideration paid for each non-exempt transfer of any residential property in the Project, subject to certain terms and conditions set forth herein (the "Transfer Assessment"); and

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

In light of the foregoing Recitals and the consideration set forth in the Agreement, Developer hereby covenants and binds the Property as follows:

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

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

the state of Colorado, or of a municipal or quasi-municipal corporation or district for taxes, special benefits or improvements.

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

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

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

3. Exemptions.

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

b. No Transfer Assessment shall be due or payable with respect to Developer's initial Transfer of residential portions of the Property to an individual buyer.

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

d. No Transfer Assessment shall be due or payable with respect to any Transfer that is a reorganization of any business entity that owns title to any portion of the property being transferred and that does not result in the conveyance by deed of such real property to another business entity or individual.

e. No Transfer Assessment shall be due or payable with respect to any Transfer of any portion of the Property between Developer and any entity in which the owners of Developer also have an ownership interest.

4. Exemption Procedure. The procedure for obtaining an exemption shall be the procedure set forth in Title 1, Chapter 10 of the Code, as amended.

5. Receipt and Application of Funds. The Transfer Assessment may be paid either by the buyer or the seller, as negotiated in each Transfer. Each Transfer Assessment shall be paid directly to the Town. All amounts received by the Town pursuant to this Covenant shall be

directed to the Town's General Fund but accounted for as a separate income item and used exclusively for construction of attainable housing, provided that a portion of the funds may be used to administer the collection of the Transfer Assessment.

6. Penalties and Liens. Penalties and liens shall be imposed as set forth in Title 1, Chapter 10 of the Code, as amended.

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

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

9. Enforcement. This Covenant is made for the express benefit of the owners and occupants of the Property and for the additional express benefit of the Town. The Town shall have the right and power to bring suit for either legal or equitable relief for any breach, default or lack of compliance with the provisions of this Covenant, provided that no suit may be filed until the Town and Developer, or its successors and assigns, is provided with written notice of such breach or lack of compliance and fails to cure such breach or lack of compliance within 10 days after the mailing of such notice. Further, the Town shall have the right to refuse to further process or deny any building permit, certificate of occupancy or development application with regard to any portion of the Property for which a Transfer Assessment is owed and not paid.

10. Defense and Cure of Covenant.

a. In the event of any legal challenge by a third party to the validity or enforceability of any provision of this Covenant, Developer shall cooperate with the Town in the defense of such challenge, with each bearing its own costs and attorney fees. During the pendency of any such legal challenge, through and including any Final Court Action, Developer shall not assert any legal position contrary to the enforceability of this Covenant.

b. In the event of a Final Court Action determining this Covenant to be invalid or unenforceable, in whole or in part, resulting from such third-party legal challenge, Developer shall cooperate with the Town as necessary, and use its efforts to cure any such legal defects identified by such Final Court Action, and immediately upon such cure, take such actions as may be necessary to render the terms of this Covenant effective and enforceable. No such action shall alter the amount of the Transfer Assessment as set forth in Section 2 above, or the purposes for which the funds raised shall be expended, as set forth in Section 5 above.

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





My commission expires: \_\_\_\_\_

(S E A L)

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**LEGAL DESCRIPTION**

The Land referred to herein is located in the County of **Grand**, State of **Colorado**, and described as follows:

**PARCEL A:**

A tract of land conveyed in Book 164 at Page 311 of County Records, in Section 33, T1S, R75W of the 6th P.M., Town of Winter Park, Grand County, Colorado, and more particularly described as follows:

Beginning at a point, being a found aluminum capped 1/2 inch rebar stamped P.L.S. 25971 WHENCE the Center-North 1/16 Corner of said Section 33, being a 3 inch diameter brass cap stamped P.L.S. 3660, bears South 89° 46' 17" West for a distance of 42.59 feet;  
thence North 89° 43' 19" East for a distance of 107.32 feet to a point, being a found yellow plastic capped 1/2 inch rebar stamped P.L.S. 12111;  
thence South 02° 13' 18" East for a distance of 47.30 feet to a point, being a set aluminum capped 1/2 inch rebar stamped P.L.S. 11415;  
thence South 69° 16' 46" West for a distance of 236.76 feet to a point, being a set aluminum capped 1/2 inch rebar stamped P.L.S. 11415;  
thence North 18° 07' 32" West for a distance of 109.73 feet to a point, being a found aluminum capped 1/2 inch rebar stamped P.L.S. 25971;  
thence North 79° 50' 46" East for a distance of 148.76 to the point of beginning,

EXCEPT any portion of the above described tract lying within that certain tract conveyed to the Town of Winter Park by instrument recorded May 25, 1993 at Reception No. 93004506.



## MEMO

**TO** Mayor and City Council  
**FROM** Keith Riesberg, Town Manager  
**CC**  
**DATE** April 3, 2020  
**RE** Amend the agreement with Chamber of Commerce

### **Background**

In January, 2020 the Town of Winter Park entered into a contract with the Winter Park & Fraser Chamber of Commerce for professional services that include: Marketing and Special Events Operations and Promotion; Visitor Center Operation; renting office space within Winter Park; providing support to the Spring festival marketing & Blues Festival as well as providing research/study services. These services were to be provided for a fee of \$1,361,800. Due to changing circumstances, the Chamber is agreeing to amend the scope of work to reduce the Marketing & Special Events Operations and Promotion budget by \$100,000. These funds will be allocated by the Town to the emergency business assistance program being administrated by the Grand Foundation.

### **Analysis**

As a result of the COVID-19 pandemic, the needs of the business community and the support required by the Town has changed. To accommodate this change, the Chamber of Commerce has agreed to amend the scope of work for the Marketing & Special Events Operations and Promotion and reducing the associated budget by \$100,000. This change reduces the budget for this work item from \$1,033,000 to \$933,000. Reducing the budget by this amount allows the Town to reallocate these funds to the emergency business assistance program.

Section 1.B of the contract with the Chamber allows the scope of work to be adjusted by formal amendment. We have received written confirmation from the Chamber's Executive Director agreeing to the adjusted scope of work. With this change in the scope of work, the Council will also be amending Section 3 of the contract to decrease the total compensation provided to the Chamber by \$100,000. A separate action will be taken by the Town Council to approve an agreement for the administration of the emergency business assistance program.

**Recommendation**

Staff recommends approval of Resolution 1766 approving the contract amendment with the Winter Park & Fraser Chamber of Commerce reducing the scope of work and decreasing the compensation by \$100,000. Should the Town Council wish to authorize this amendment, the following motion should be made:

I move to approve Resolution 1766 amending the contract with Winter Park & Fraser Chamber of Commerce as presented.

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

I move to deny Resolution 1766 amending the contract with the Winter Park & Fraser Chamber of Commerce.

In the event the contract is not amended, a different means of funding the emergency business assistance program would be required.

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

**TOWN OF WINTER PARK  
RESOLUTION NO. 1766  
SERIES OF 2020**

**A RESOLUTION AMENDING THE CONTRACT WITH THE WINTER PARK & FRASER  
CHAMBER OF COMMERCE**

WHEREAS, the Town entered into a contract with the Winter Park & Fraser Chamber of Commerce (Chamber) to maintain the economic vitality of the Town and to provide community marketing, special event operation and promotion, and visitor center operation services;

WHEREAS, the need for these services has changed recently due to the impacts of the COVID-19 pandemic on Winter Park's business community; and

WHEREAS, the Chamber agrees to amend the scope of work for the community marketing, special event operation and promotion, reducing the budget by \$100,000; thereby making these funds available for the Town to use in an emergency business assistance program.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Winter Park, Colorado hereby approves the amendment to the contract with the Winter Park & Fraser Chamber of Commerce reducing the scope of services and the associated budget by \$100,000 and authorizes the Mayor to execute the amendment.

PASSED, ADOPTED AND APPROVED this 7<sup>th</sup> day of April, 2020.

**TOWN OF WINTER PARK**

\_\_\_\_\_  
Jimmy Lahrman, Mayor

ATTEST:

\_\_\_\_\_  
Danielle Jardee, Town Clerk

## **AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the "Amendment") is made and entered into this 7<sup>th</sup> day of April, 2020 (the "Effective Date"), by and between the Town of Winter Park, a Colorado municipality with an address of P.O. Box 3327 Winter Park, CO 80482 (the "Town") and the Winter Park & Fraser Chamber of Commerce, a Colorado non-profit corporation a principal address of P.O. Box 3236, Winter Park, CO 80482 (the "Chamber") (each a "Party" and together the "Parties").

WHEREAS, on January 24, 2020 the Parties entered into a Professional Services Agreement (the "Agreement"); and

WHEREAS, the Parties wish to amend the Agreement as set forth herein.

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

1. Section III. A of the Agreement is hereby amended to read as follows:

A. In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor an amount not to exceed \$1,261,800. This maximum amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor shall be paid on quarterly basis upon the submittal of written invoices.

2. The first bullet point of the Scope of Services in Exhibit A to the Agreement is hereby amended to read as follows:

- Marketing and Special Events Operations and Promotion - \$933,000 shall be provided for the marketing of Winter Park and the Special Events Operation and Promotions. This scope shall include talent acquisition for the production of special events at the Rendezvous Event Center within Hideaway Park. This scope shall include all components of the event including production management, operations management, stage and backstage management, logistical direction, vendor management, permitting, artist relations, sponsorship activation, safety and security, box office and ticketing services, event marketing, promotions and media placement. This scope shall also include the receipt of reservations and the programming of the Green Room located within the Rendezvous Event Center. Upon completion of the Special Event season, a report shall be made to the Town Council regarding the performance of the Special Events.

3. The remainder of the Agreement shall remain in full force and effect.





## MEMO

**TO** Mayor and City Council  
**FROM** Keith Riesberg, Town Manager  
**CC**  
**DATE** April 3, 2020  
**RE** Small business emergency assistance program

### **Background**

Recent actions taken by the State to limit the spread of COVID-19 have had a detrimental impact on Winter Park's business community. Many businesses have lost their primary sources of revenues for the months of March and April. This leaves the businesses unable to cover critical operational expenses such as rent, utilities, insurance, etc. To provide an immediate financial assistance while businesses secure ongoing financing, the Town of Winter Park in coordination with Grand County and the other municipalities are establishing a small business emergency assistance fund. This county-wide fund will be administered by the Grand Foundation. The proposed resolution authorizes the contribution of funds to this effort and authorizes the execution of a memorandum of understanding with the Grand Foundation.

### **Analysis**

In March the Governor of Colorado took several actions to limit the spread of COVID-19 that detrimentally impacted Winter Park's business community. These actions included ordering the ski resorts to close, restricting the operation of restaurants/bars and finally issuing a State-wide "Stay at Home" order. While all of these actions are helping limit the spread of COVID-19, the actions have essentially eliminated the revenues for Winter Park's business community.

To provide immediate assistance to the local businesses, the Towns are coordinating with Grand County to pool funding that would be made available to small businesses (fewer than 50 employees) to meet the short-term, immediate needs of the local businesses. These funds may be used by local small businesses to cover operational expenses (rent, utilities, insurance, etc.) necessary to sustain the business while on-going financing is secured.



The Town of Winter Park will be contributing \$100,000 to this small business emergency assistance fund. These funds were originally budgeted for economic development and marketing initiatives programmed through the Winter Park Fraser Chamber of Commerce.

**Recommendation**

Staff recommends approval of Resolution 1767 approving a memorandum of understanding with the Grand Foundation and authorizing the contribution of \$100,000 to the small business emergency assistance fund. Should the Town Council wish to authorize this amendment, the following motion should be made:

I move to approve Resolution 1767 approving a memorandum of understanding with the Grand Foundation and authorizing the contribution of \$100,000 to the small business emergency assistance fund as presented.

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

I move to deny Resolution 1767 approving a memorandum of understanding with the Grand Foundation and authorizing the contribution of \$100,000 to the small business emergency assistance fund.

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

**TOWN OF WINTER PARK  
RESOLUTION NO. 1767  
SERIES OF 2020**

**A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE  
GRAND FOUNDATION**

WHEREAS, Winter Park's small business community has been severely impacted by the actions taken to limit the spread of COVID-19;

WHEREAS, to maintain the economic vitality of the Town and to ensure a viable business community exists to serve residents and visitors after the COVID-19 pandemic subsides, immediate assistance to the business community is needed;

WHEREAS, the Town of Winter Park, in coordination with Grand County and the other municipalities wish to establish a small business emergency assistance fund to address the immediate needs of small businesses while they secure on-going operational funding;

WHEREAS, the Town of Winter Park is re-allocating \$100,000 of funding originally budgeted for economic development and marketing initiatives to serve as the Town's contribution to the small business emergency assistance fund; and

WHEREAS, the Grand Foundation has experience administering county-wide assistance programs and the Town deems it in the best interest of the citizens and taxpayers to have the Grand Foundation perform these services.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Winter Park, Colorado hereby approves the memorandum of understanding with the Grand Foundation for the administration of the small business emergency assistance fund, authorizes the contribution of \$100,000 to this fund, and authorizes the Mayor to execute the documents necessary.

PASSED, ADOPTED AND APPROVED this 7<sup>th</sup> day of April, 2020.

**TOWN OF WINTER PARK**

\_\_\_\_\_  
Jimmy Lahrman, Mayor

ATTEST:

\_\_\_\_\_  
Danielle Jardee, Town Clerk

2020  
MEMORANDUM OF UNDERSTANDING BETWEEN  
TOWN OF WINTER PARK AND GRAND FOUNDATION

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**ORGANIZATION:** Small Business Emergency Grant Fund

**AMOUNT:** \$100,000

**PURPOSE:** Small Business Grants for Rent, Mortgage and Utility Assistance

**DURATION:** April 1, 2020 – December 31, 2020

**1. Use of Grant Funds**

You acknowledge that either the grant funds will be expended for Small Business Grant Assistance or that the Town of Winter Park will be notified in advance with regards to any budget deviations or planned changes in the use of the grant. Such changes, submitted in writing, must be approved by the Town of Winter Park.

**2. Payment of Grant Funds**

The grant funds will be paid by the Grand Foundation upon request. Applicants will provide bill copies, when the funds are needed and a check will be sent to the vendors. Written requests are due on or before the 17<sup>th</sup> of April.

**3. Certification and Maintenance of Exempt Status (if applicable)**

You certify that you have been determined by the Internal Revenue Service to be a tax-exempt organization under Section 501(c)(3) of the Code, and “not a private foundation”, within the meaning of Code Section 509(a), or in the absence of such a determination, that you are a state or any political subdivision thereof within the meaning of Code Section 170(c)(1), or a state college or university within the meaning of Code Section 511(a)(2)(B) (referred to hereafter as a “Public Charity”). You will immediately inform the foundation of any change in or challenge to your status as a Public Charity. Furthermore, you hereby affirm that this grant will not cause you to fail to qualify as a Public Charity. You will comply with the provisions of the Code and the regulations hereunder applicable to you as a Public Charity and will not violate any other statute or regulation applicable to you where such violation materially affects your ability to carry out the goals of the grant.

**4. Records**

You will maintain your books and records in such a manner that the receipts and expenditures of the grant funds will be shown separately on such books and records in an easily checked form. You will keep records of receipts and expenditures of grant funds as well as copies of the reports submitted to the Town of Winter Park and supporting documentation for at least four (4) years after the completion of the use of the grant funds, and will make such books, records, and supporting documentation available to the Town of Winter Park for inspection at reasonable times from the time of your acceptance of this grant through such period. If your organization is not a 501(c)(3), copies of all receipts must be submitted to the Town of Winter Park with the final report.

**5. Acknowledgement of Support**

All materials related to the program shall acknowledge the Town of Winter Park’s support including press releases, articles, newsletters, website postings, magazine or radio advertisements and/or other means of communication. Town of Winter Park is to be publicly recognized for the grant. This can be a plaque or banner on a project, recognition in a brochure, a letter to your

constituents or to the editor or other similar media. The Town of Winter Park needs to see evidence of this recognition (copy of the newsletter, brochure, etc.).

**6. Violation of Terms: Change of Status**

In the case of any violation by you of the terms and conditions of the grant, including but not limited to not executing the work of the grant in substantial compliance with the proposal, or in the event of any change in or challenge by the Internal Revenue Service of your status as a Public Charity, the Town of Winter Park reserve the right in absolute discretion to terminate the grant. The Town of Winter Park's determination will be final and will be binding and conclusive.

**7. Termination**

Upon termination of this grant for any reason, the Town of Winter Park will withhold any further payments of grant funds and you will repay the Town of Winter Park any portion of the grant funds that were not spent for the grant project.

**8. Further Funding**

You acknowledge that the Town of Winter Park and its representatives have made no actual or implied promise of funding except for the amounts specified by this agreement. If any of the grant funds are returned or if the grant is rescinded, you acknowledge that neither the Grand Foundation nor Town of Winter Park will have any further obligation to you in connection with this grant as a result of such return or rescission. However, the foregoing is not intended to prohibit the Town of Winter Park from providing you an additional grant at the termination of the grant described in this agreement, upon the submission of a new proposal, if the Town of Winter Park in their sole discretion determines that an additional grant is appropriate.

**10. Modifications**

This agreement sets forth all terms of the grant and replaces all prior understandings and agreements. Any modification or amendments will be made only in writing signed by an authorized officer of your organization and the Town of Winter Park.

**11. Applicable Law**

This agreement will be construed in accordance with the laws of the State of Colorado.

**12. Correspondence and Signature**

**Date: April 3, 2020**

**Send All Correspondence To:**

Megan Ledin  
Grand Foundation  
P.O. Box 1342  
Winter Park, CO 80482

Accepted by:

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

(Please Print)

Title: \_\_\_\_\_ Date: \_\_\_\_\_

## MEMO

**TO** Mayor and City Council  
**FROM** Keith Riesberg, Town Manager  
**CC** Lizbeth Lemley, Finance & HR Director  
**DATE** April 2, 2020  
**RE** March 2020 Sales Tax Remittance

### **Background**

The Town of Winter Park is committed to assisting local businesses navigate COVID-19 related closures and economic impacts. These closures have taken a significant toll on our local businesses and their cashflow during a critical time of year. While many businesses have applied/are applying for grants and loans to assist in covering expenses during the pandemic, receipt of these funds will take time.

### **Analysis**

To assist local businesses as they await funding from grants and loans, the Town will be offering a 30-day extension of the payment due date for March 2020 sales tax collections originally due April 20, 2020.

- Businesses will be able request an extension of the payment due date to May 20, 2020, by completing and returning an extension request form that will be made available on the Town website. The extension request must be returned to the Town prior to April 20, 2020.
- This extension would apply to the payment due date only. The sales tax return filing date will remain April 20, 2020.
- To take advantage of this extension, businesses will be required to file their return online through the MuniRevs system. Filing using the online system will allow Staff to track extensions and will allow businesses to make partial payments on their balances as they are able.
- If the return is filed by April 20, 2020 and an extension request has been received, penalties and interest will be waived through May 20, 2020. Interest, as set forth in the Town Code, will accrue on any amounts unpaid after the extended due date of May 20, 2020.

- At this time, the April 2020 sales tax filing and payment date will remain May 20, 2020.

Offering the ability to delay sales tax payments to the Town, in conjunction with the Town's contribution to the small business emergency assistance fund, will provide some assistance during these challenging times. The application for delayed sales tax payments is independent of any application to the emergency assistance fund and vice-versa."

Q1  
2020

# WINTER PARK COMMUNICATIONS REPORT

slate  
COMMUNICATIONS

## COMPLETED

- 96 Facebook posts sent
- 18 e-blasts sent
- 2020 communications planning
- New website launch, training & ongoing updates
- Winter Park 101 promotion & execution
- Citizen Survey results communication
- COVID-19 crisis communication
- “Living Unfiltered” campaign & video planning

## Q2 2020 FOCUSES

- Continued COVID-19 crisis & recovery communication
- Living Unfiltered video campaign execution
- Instagram account creation & editorial calendar
- Developments communication
- Refocus on attainable housing programs communication
- Ongoing social media & media relations management
- Snow report summary

## GRAPHICS & DESIGN



## STATISTICS



1,015

E-News  
Subscribers



51%

Average Email  
Open Rate



647

Followers;  
5% increase

## MOST ENGAGING POST

