

Due to increasing COVID-19 cases, all public participation will be virtual. Those members of the public wishing to attend the meeting digitally or provide comment during the Town Hall Meeting portion 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

Tuesday, January 5, 2021 – 5:30 p.m.

Dinner will be provided.



AGENDA

1. Meeting Call To Order
 - a. Pledge of Allegiance
 - b. Roll Call of Council Members
2. Town Hall Meeting (Public Comment)
3. Consent Agenda
 - a. Approval of December 15, 2020 Regular Meeting Minutes
4. Action Items
 - a. Public Hearing (Local Liquor Licensing Authority) – Transfer of New Tavern Liquor License for A Frame Hotel Breckenridge, LLC
 - b. Resolution 1829, A Resolution Approving Town Council Regular Meeting and Town Council Workshop Times for 2021
 - c. Resolution 1830, A Resolution Establishing a Public Place for the Posting of Meeting Notices as Required by the Colorado Open Meetings Law
 - d. Appointment of Planning Commission Member to Open Vacancy
 - e. Ordinance 548, An Ordinance Amending Section 8-3-11 of the Winter Park Town Code Regarding Developer Financial Guarantees, First Reading
 - f. Resolution 1831, A Resolution Approving a Contract with the Winter Park & Fraser Chamber of Commerce
 - g. Ordinance 549, An Ordinance Creating Chapter 2 Within Title 2 of The Winter Park Town Code to Establish the Transportation Advisory Committee, First Reading
5. Town Manager's Report
6. Mayor's Report
7. Town Council Items for Discussion

8. Executive Session
 - a. Executive Session Pursuant to C.R.S. 24-6-402(4)(e) for determining positions relative to matters that may be subject to negotiations; developing strategies for negotiations; and instructing negotiators regarding the acquisition of easements, development, and annexation of the Pyne property and associated properties.

MINUTES

DATE: Tuesday, December 15, 2020

MEETING: Winter Park Town Council

PLACE: Town Hall Council Chambers and Zoom Meeting Call

PRESENT: Mayor Nick Kutrumbos, Councilors, Art Ferrari, Mike Davlin, Jeremy Henn, Chris Seemann, and Jennifer Hughes via phone, Town Manager Keith Riesberg, Assistant Town Manager Alisha Janes, and Town Clerk Dani Jardee

OTHERS

PRESENT: Finance Director Lizbeth Lemley, Community Development Director James Shockey via phone, and Police Chief Glen Trainor

Mayor Nick Kutrumbos called the meeting to order at 5:30 p.m.

Mayor Nick Kutrumbos led those present in reciting the Pledge of Allegiance.

2. Town Hall Meeting (Public Comment)

Nothing to Report.

3. Consent Agenda

3.a. Approval of December 1, 2020 Regular Meeting Minutes

3.b. Resolution 1828, A Resolution Approving an Eligible Capital Improvement to Lot 10, Hideaway Junction

Councilor Chris Seemann moved and Councilor Jeremy Henn seconded the motion approving the consent agenda. Motion carried: 6-0.

4. Action Items

4.a. Public Hearing (Local Liquor Licensing Authority) – Issuance of New Hotel and Restaurant Liquor License for Biswant Holdings LLC d/b/a Namaste India

Town Clerk Dani Jardee presented new hotel and restaurant liquor license application for Namaste India. Ms. Jardee stated this new license would be located where the Gyro Restaurant was and would hold the same type of liquor license as they did. Ms. Jardee stated the application was in order and Staff recommend approval. Mayor Kutrumbos opened the public hearing, hearing no comments. Mayor Kutrumbos closed the public hearing.

Councilor Art Ferrari moved and Councilor Chris Seemann seconded the motion approving the Issuance of New Hotel and Restaurant Liquor License for Biswant Holdings LLC d/b/a Namaste India. Motion carried: 6-0.

4.b. Ordinance 546, 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 is the second reading to appropriate additional sums of money to the building services fund to allow for compliance with the new IGA (intergovernmental agreement) that was approved at the beginning of the year. Ms. Lemley stated the funds, anything over two-year operating reserve will be distributed to the participating towns. Mayor Kutrumbos opened the public hearing, hearing no comments. Mayor Kutrumbos closed the public hearing.

Councilor Mike Davlin moved and Councilor Chris Seemann seconded the motion approving Ordinance 546, 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. Motion carried by the following roll call vote:

Art Ferrari	“Aye”	Chris Seemann	“Aye”
Mike Davlin	“Aye”	Jeremy Henn	“Aye”
Jennifer Hughes	“Aye”	Nick Kutrumbos	“Aye”

4.c. Ordinance 547, An Ordinance Authorizing the Disposition of Town Property and Authorizing the Sale of Lot 6 of Hideaway Junction, Second Reading and Public Hearing

Assistant Town Manager Alisha Janes stated this is the second reading of this ordinance and there is nothing new. Ms. Janes stated the Town Attorney did review contract to buy and sell and it should close in January, but that will depend on the appraisal. Mayor Kutrumbos opened the public hearing, hearing no comments. Mayor Kutrumbos closed the public hearing.

Councilor Art Ferrari moved and Councilor Chris Seemann seconded the motion approving Ordinance 547, An Ordinance Authorizing the Disposition of Town Property and Authorizing the Sale of Lot 6 of Hideaway Junction, Second Reading and Public Hearing. Motion carried by the following roll call vote:

Jeremy Henn	“Aye”	Mike Davlin	“Aye”
Chris Seemann	“Aye”	Art Ferrari	“Aye”
Jennifer Hughes	“Aye”	Nick Kutrumbos	“Aye”

5. Town Manager’s Report

Town Manager Keith Riesberg stated due to the current County health order, restaurants can defer their November sales tax, it will now be due in February. Mr. Riesberg stated several establishments are taking advantage of this deferment. Mr. Riesberg stated a general reminder that Town will be enforcing the no overnight parking on Town streets with regulations, stickers, and citations.

6. Mayor’s Report

Mayor Nick Kutrumbos stated the topic of the five-star certification program has been introduced. Mr. Kutrumbos stated it should be on the Colorado Department of Public Health and Environment’s webpage tomorrow. Mr. Kutrumbos stated they have the support of the County’s Health Department and the County Commissioners to launch this program. Mr. Kutrumbos stated he has been appointed by the County to chair this committee, the committee will certify restaurants, etc. Mr. Kutrumbos stated we should be able to get the process started as soon as we receive the variance. Mr. Kutrumbos stated this is a win for small municipalities and resort communities, and the goal is to operate in a safe manner, and for restaurants to comply with the program if they

choose to opt in. Councilor Chris Seemann asked what the turn around time is with the State to get the variance. Mr. Kutrumbos stated he anticipated about a ten day turn around.

7. Town Council Items for Discussion

Councilor Art Ferrari stated an update from the Grand County Water and Sanitation District #1 Board. Mr. Ferrari stated the GCWS Board did approve a five percent increase on tap fees, which means an additional \$500 for a water tap and an additional \$500 for a sewer tap. Mr. Ferrari stated they will be doing a capital project plan over the next couple of months, and they are starting to do succession planning for District Personnel Bruce Hutchins. Mr. Ferrari stated Councilor Chris Seemann has done some research on the footprint of a new peaking plant, which would be about an acre and a half. Mr. Ferrari stated with that in mind if the Town could start identifying some acre size properties that the District could use for a peaking plant. Mr. Ferrari and Mr. Seemann stated they need to secure a location before things develop further in Town. Councilor Jennifer Hughes stated Town Manager Keith Riesberg and her have talked about doing an ambassador program for the US Forest Service to help guests who are utilizing the area. Mrs. Hughes stated they had a Transit Advisory Committee meeting on the 7th and as of January the County will get a seat on the committee. Mrs. Hughes stated for 2021 they will be following the State guidelines for the busses and they will run at 50 % capacity. Mrs. Hughes stated she met with Community Development Director James Shockey and Councilor Mike Davlin this morning and interviewed five amazing candidates for the Planning Commission vacancy. Mrs. Hughes stated she is hopeful they will have a recommendation to Council for the January 5th meeting. Councilor Chris Seemann stated this is his last meeting, and thanked everyone, and wanted to talk about the process for filling the vacancy. Council jokingly stated they refused his resignation. Town Manager Keith Riesberg read from the Town Charter about vacancies, and Council discussed how they wanted the process to go. Mr. Riesberg stated it is Council's decision on how they want to proceed with this process. Council agreed to advertise vacancy, have interested parties apply by mid-January, and then candidates would interview with Council at Town Council's January 19th workshop. Council agreed to hold a Special Meeting the week after the interviews to appoint the new Councilor. Council thanked Mr. Seemann for his time and service to the Town and promised to celebrate at a later date.

There being no further business to discuss, upon a motion regularly adopted, the meeting was adjourned at 6:14 p.m.

The next scheduled meeting of the Town Council will be Tuesday, January 5, 2021 at 5:30 p.m.

Danielle Jardee, Town Clerk



**TOWN OF WINTER PARK
TOWN COUNCIL
January 5, 2021**

TRANSFER OF TAVERN LIQUOR LICENSE – PUBLIC HEARING

Applicant: A Frame Hotel Breckenridge, LLC

Initiated By: Kyle Zeppelin

Action Proposed: Conduct a Public Hearing to Consider the Application for a transfer of a Tavern Liquor License

Presented By: Danielle Jardee, Town Clerk

Introduction: A Frame Hotel Breckenridge LLC has applied to transfer a Tavern Liquor License. The Applicant’s business is located at 1008 Winter Park Drive, Winter Park, CO 80482. The application has been reviewed and is in order.

Neighborhood Boundaries: The town limits of Winter Park are the neighborhood boundaries.

Financial Details: The respective license fees have been paid.

Background Check: The application was turned over to the Fraser/Winter Park Police Department for investigation; please see attached memo from Fraser/Winter Park Police Department.

Legal Requirements:

Posting: Notice of Hearing was posted at 1008 Winter Park Drive – December 18, 2020
Publication: Notice of Hearing was published in the Sky Hi News – December 16, 2020
Notice of Hearing was published in the Middle Park Times – December 17, 2020

Conflicts and/or Complications: Are the needs of the neighborhood currently being met by the existing liquor licenses and are there any concerns regarding the moral character of the applicants.

Attachments: Exhibit A – Application, Diagram, Individual History Records; Exhibit B – Questionnaire and Business License Application; Exhibit C – Affidavit of Transfer and Wholesaler Affidavits; Exhibit D – Temporary Permit Application and Temporary License; Exhibit E – Certificate of Good Standing, Articles of Organization, LLC Operating Agreement, and Fraser/Winter Park Police Department Memo



Staff Recommendation

Staff recommends the Town Council approve the Application with this motion:

I move to approve the Application for the Transfer of Tavern Liquor License as requested by A Frame Hotel Breckenridge, LLC based upon the following findings of fact:

1. The adult inhabitants of the neighborhood desire that the Application be granted; and
2. The Application does not conflict with the reasonable requirements of the neighborhood.

and I direct the Town Attorney to prepare written findings consistent with the Town Council's discussion, findings and decision.

In the event the Town Council does not see fit to grant the Application, following is an alternative motion:

I move to deny the Application for transfer of Tavern Liquor License as requested by A Frame Hotel Breckenridge, LLC based upon the following findings of fact:

1. The adult inhabitants of the neighborhood do not desire that the Application be granted; AND/OR
2. The Application conflicts with the reasonable requirements of the neighborhood.

and I direct the Town Attorney to prepare written findings consistent with the Town Council's discussion, findings and decision.

DR 8404 (01/22/20)
 COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
 (303) 205-2300

Colorado Liquor Retail License Application

New License
 New-Concurrent
 Transfer of Ownership
 State Property Only
 Master file

• All answers must be printed in black ink or typewritten
 • Applicant must check the appropriate box(es)
 • Applicant should obtain a copy of the Colorado Liquor and Beer Code: www.colorado.gov/enforcement/liquor

1. Applicant is applying as a/an
 Individual
 Limited Liability Company
 Association or Other
 Corporation
 Partnership (includes Limited Liability and Husband and Wife Partnerships)

2. Applicant if an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation **FEIN Number**
A Frame Hotel Breckenridge, LLC

2a. Trade Name of Establishment (DBA) **State Sales Tax Number** **Business Telephone**
N/A (720) 296-3610

3. Address of Premises (specify exact location of premises, include suite/unit numbers)
1008 Winter Park Dr.

City Winter Park	County Grand	State CO	ZIP Code 80482
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4. Mailing Address (Number and Street) 3455 Ringsby Ct., #100	City or Town Denver	State CO	ZIP Code 80216
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5. Email Address

6. If the premises currently has a liquor or beer license, you must answer the following questions

Present Trade Name of Establishment (DBA) Adolf's Event Center	Present State License Number 03-00618	Present Class of License Tavern	Present Expiration Date 12/04/20
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Section A	Nonrefundable Application Fees*	Section B (Cont.)	Liquor License Fees*
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<input type="checkbox"/> Application Fee for New License.....\$1,550.00	<input type="checkbox"/> Liquor-Licensed Drugstore (County)\$312.50		
<input type="checkbox"/> Application Fee for New License w/Concurrent Review\$1,650.00	<input type="checkbox"/> Lodging & Entertainment - L&E (City)\$500.00		
<input checked="" type="checkbox"/> Application Fee for Transfer\$1,550.00	<input type="checkbox"/> Lodging & Entertainment - L&E (County)\$500.00		

Section B	Liquor License Fees*
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<input type="checkbox"/> Add Optional Premises to H & R.....\$100.00 X _____ Total _____	<input type="checkbox"/> Manager Registration - H & R\$75.00
<input type="checkbox"/> Add Related Facility to Resort Complex \$75.00 X _____ Total _____	<input type="checkbox"/> Manager Registration - Tavern\$75.00
<input type="checkbox"/> Add Sidewalk Service Area.....\$75.00	<input type="checkbox"/> Manager Registration - Lodging & Entertainment.....\$75.00
<input type="checkbox"/> Arts License (City)\$308.75	<input type="checkbox"/> Manager Registration - Campus Liquor Complex\$75.00
<input type="checkbox"/> Arts License (County)\$308.75	<input type="checkbox"/> Optional Premises License (City)\$500.00
<input type="checkbox"/> Beer and Wine License (City)\$351.25	<input type="checkbox"/> Optional Premises License (County)\$500.00
<input type="checkbox"/> Beer and Wine License (County)\$436.25	<input type="checkbox"/> Racetrack License (City)\$500.00
<input type="checkbox"/> Brew Pub License (City)\$750.00	<input type="checkbox"/> Racetrack License (County)\$500.00
<input type="checkbox"/> Brew Pub License (County)\$750.00	<input type="checkbox"/> Resort Complex License (City)\$500.00
<input type="checkbox"/> Campus Liquor Complex (City)\$500.00	<input type="checkbox"/> Resort Complex License (County)\$500.00
<input type="checkbox"/> Campus Liquor Complex (County)\$500.00	<input type="checkbox"/> Related Facility - Campus Liquor Complex (City)\$160.00
<input type="checkbox"/> Campus Liquor Complex (State)\$500.00	<input type="checkbox"/> Related Facility - Campus Liquor Complex (County)\$160.00
<input type="checkbox"/> Club License (City)\$308.75	<input type="checkbox"/> Related Facility - Campus Liquor Complex (State)\$160.00
<input type="checkbox"/> Club License (County)\$308.75	<input type="checkbox"/> Retail Gaming Tavern License (City)\$500.00
<input type="checkbox"/> Distillery Pub License (City)\$750.00	<input type="checkbox"/> Retail Gaming Tavern License (County)\$500.00
<input type="checkbox"/> Distillery Pub License (County)\$750.00	<input type="checkbox"/> Retail Liquor Store License-Additional (City)\$227.50
<input type="checkbox"/> Hotel and Restaurant License (City)\$500.00	<input type="checkbox"/> Retail Liquor Store License-Additional (County)\$312.50
<input type="checkbox"/> Hotel and Restaurant License (County)\$500.00	<input type="checkbox"/> Retail Liquor Store (City)\$227.50
<input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City)\$600.00	<input type="checkbox"/> Retail Liquor Store (County)\$312.50
<input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County)\$600.00	<input checked="" type="checkbox"/> Tavern License (City)\$500.00
<input type="checkbox"/> Liquor-Licensed Drugstore (City)\$227.50	<input type="checkbox"/> Tavern License (County)\$500.00
	<input type="checkbox"/> Vintners Restaurant License (City)\$750.00
	<input type="checkbox"/> Vintners Restaurant License (County)\$750.00

* Note that the Division will not accept cash

Questions? Visit: www.colorado.gov/enforcement/liquor for more information

Do not write in this space - For Department of Revenue use only

Liability Information			
License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$

DR 8404 (01/22/20)

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit: www.colorado.gov/enforcement/liquor for more information**

Items submitted, please check all appropriate boxes completed or documents submitted	
I.	Applicant information <input checked="" type="checkbox"/> A. Applicant/Licensee identified <input checked="" type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input checked="" type="checkbox"/> C. License type or other transaction identified <input type="checkbox"/> D. Return originals to local authority (additional items may be required by the local licensing authority) <input checked="" type="checkbox"/> E. All sections of the application need to be completed <input type="checkbox"/> F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application
II.	Diagram of the premises <input checked="" type="checkbox"/> A. No larger than 8 1/2" X 11" <input checked="" type="checkbox"/> B. Dimensions included (does not have to be to scale): Exterior areas should show type of control (fences, walls, entry/exit points, etc.) <input type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input checked="" type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input checked="" type="checkbox"/> E. Bold/Outlined Licensed Premises
III.	Proof of property possession (One Year Needed) <input checked="" type="checkbox"/> A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk <input type="checkbox"/> B. Lease in the name of the applicant (or) (matching question #2) <input type="checkbox"/> C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant <input type="checkbox"/> D. Other agreement if not deed or lease. (matching question #2)
IV.	Background information (DR 8404-I) and financial documents <input checked="" type="checkbox"/> A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) <input checked="" type="checkbox"/> B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. Do not complete fingerprint cards prior to submitting your application. The Vendors are as follows: IdentoGO – https://uenroll.identogo.com/ Phone: 844-539-5539 (toll-free) Identogo FAQs: https://www.colorado.gov/pacific/cbi/identification-faqs Colorado Fingerprinting – http://www.coloradofingerprinting.com Appointment Scheduling Website: http://www.coloradofingerprinting.com/cabs/ Phone: 720-292-2722 Toll Free: 833-224-2227 <input checked="" type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans (Copies to also be attached)
V.	Sole proprietor/husband and wife partnership (if applicable) <input type="checkbox"/> A. Form DR 4679 <input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI.	Corporate applicant information (if applicable) <input type="checkbox"/> A. Certificate of Incorporation <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation (out of state applicants only)
VII.	Partnership applicant information (if applicable) <input type="checkbox"/> A. Partnership Agreement (general or limited). <input type="checkbox"/> B. Certificate of Good Standing
VIII.	Limited Liability Company applicant information (if applicable) <input checked="" type="checkbox"/> A. Copy of articles of organization <input checked="" type="checkbox"/> B. Certificate of Good Standing <input checked="" type="checkbox"/> C. Copy of Operating Agreement (if applicable) <input type="checkbox"/> D. Certificate of Authority if foreign LLC (out of state applicants only)
IX.	Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application <input type="checkbox"/> A. \$75.00 fee <input type="checkbox"/> B. Individual History Record (DR 8404-I) <input type="checkbox"/> C. If owner is managing, no fee required

DR 8404 (01/22/20)

Name A Frame Hotel Breckenridge, LLC	Type of License <i>Tavern</i>	Account Number		
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):				
a. Been denied an alcohol beverage license?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
b. Had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
If you answered yes to 8a, b or c, explain in detail on a separate sheet.				
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
Waiver by local ordinance? <input type="checkbox"/> <input type="checkbox"/>				
Other: _____				
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input type="checkbox"/> N/A		
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input type="checkbox"/> N/A		
13 a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?		N/A <input type="checkbox"/> <input type="checkbox"/>		
13 b. Are you a Colorado resident?		N/A <input type="checkbox"/> <input type="checkbox"/>		
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current financial interest in said business including any loans to or from a licensee.		<input checked="" type="checkbox"/> <input type="checkbox"/>		
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement? <input checked="" type="checkbox"/> Ownership <input type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____		<input checked="" type="checkbox"/> <input type="checkbox"/>		
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:				
Landlord <i>N/A</i>	Tenant	Expires		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".				
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.				
Last Name <i>None</i>	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.				
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?		N/A <input type="checkbox"/> <input type="checkbox"/>		
Number of additional Optional Premise areas requested. (See license fee chart)				
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.				
N/A				
19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:				
a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? If "yes" a copy of license must be attached.				N/A <input type="checkbox"/> <input type="checkbox"/>

DR 8404 (01/22/20)

Name A Frame Hotel Breckenridge, LLC	Type of License <i>Tavern</i>	Account Number
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20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation

a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? N/A Yes No

b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain? N/A Yes No

c. How long has the club been incorporated? N/A

d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above? N/A Yes No

21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:

a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached) N/A Yes No

22. Campus Liquor Complex applicants answer the following:

a. Is the applicant an institution of higher education? N/A Yes No

b. Is the applicant a person who contracts with the institution of higher education to provide food services? N/A Yes No

If "yes" please provide a copy of the contract with the institution of higher education to provide food services.

23. For all on-premises applicants.

a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.

b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit a Manager Permit Application - DR 8000 and fingerprints.

Last Name of Manager <i>Zappala</i>	First Name of Manager <i>Kyle</i>
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24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. Yes No

25. Related Facility - Campus Liquor Complex applicants answer the following:

a. Is the related facility located within the boundaries of the Campus Liquor Complex? Yes No

If yes, please provide a map of the geographical location within the Campus Liquor Complex.

If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex. N/A

b. Designated Manager for Related Facility- Campus Liquor Complex

Last Name of Manager <i>N/A</i>	First Name of Manager
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26. Tax Information.

a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? Yes No

b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? Yes No

27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.

Name	Home Address, City & State	DOB	Position	%Owned
<i>Kyle Zappala</i>	<i>4500 E 6th Ave, Durango, CO</i>		<i>Member</i>	<i>100</i>
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned

** If applicant is owned 100% by a parent company, please list the designated principal officer on above.

** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)

** If total ownership percentage disclosed here does not total 100%, applicant must check this box:

Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

DR 8404 (01/22/20)

Name A Frame Hotel Breckenridge, LLC	Type of License <i>TENNESSEE</i>	Account Number
--	-------------------------------------	----------------

Oath Of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature <i>Kyle Zeppelin</i>	Printed Name and Title Kyle Zeppelin, Manager	Date 7/14/2020
--	--	-------------------

Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority <i>11/24/20</i>	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) <i>1/5/21</i>
--	---

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:

- Fingerprinted
- Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license

(Check One)

- Date of inspection or anticipated date _____
- Will conduct inspection upon approval of state licensing authority

<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?	Yes	No
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000?	<input type="checkbox"/>	<input type="checkbox"/>
NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		
<input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?	<input type="checkbox"/>	<input type="checkbox"/>

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.

Local Licensing Authority for	Telephone Number	<input type="checkbox"/> Town, City	<input type="checkbox"/> County
Signature	Print	Title	Date
Signature	Print	Title	Date

Questions 14 and 24

Kyle Zeppelin currently has an ownership interest in 3350 Brighton Bar, LLC, Taxi Building 1, LLC, Smoked Wood, LLC, RiNo Night Market, LLC, and PH River North, LLC, all in Denver, CO.

DR 8496 (07/23/19)
 COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division

Tax Check Authorization, Waiver, and Request to Release Information

I, Kyle Zeppelin am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of A Frame Hotel Breckenridge, LLC (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and its duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

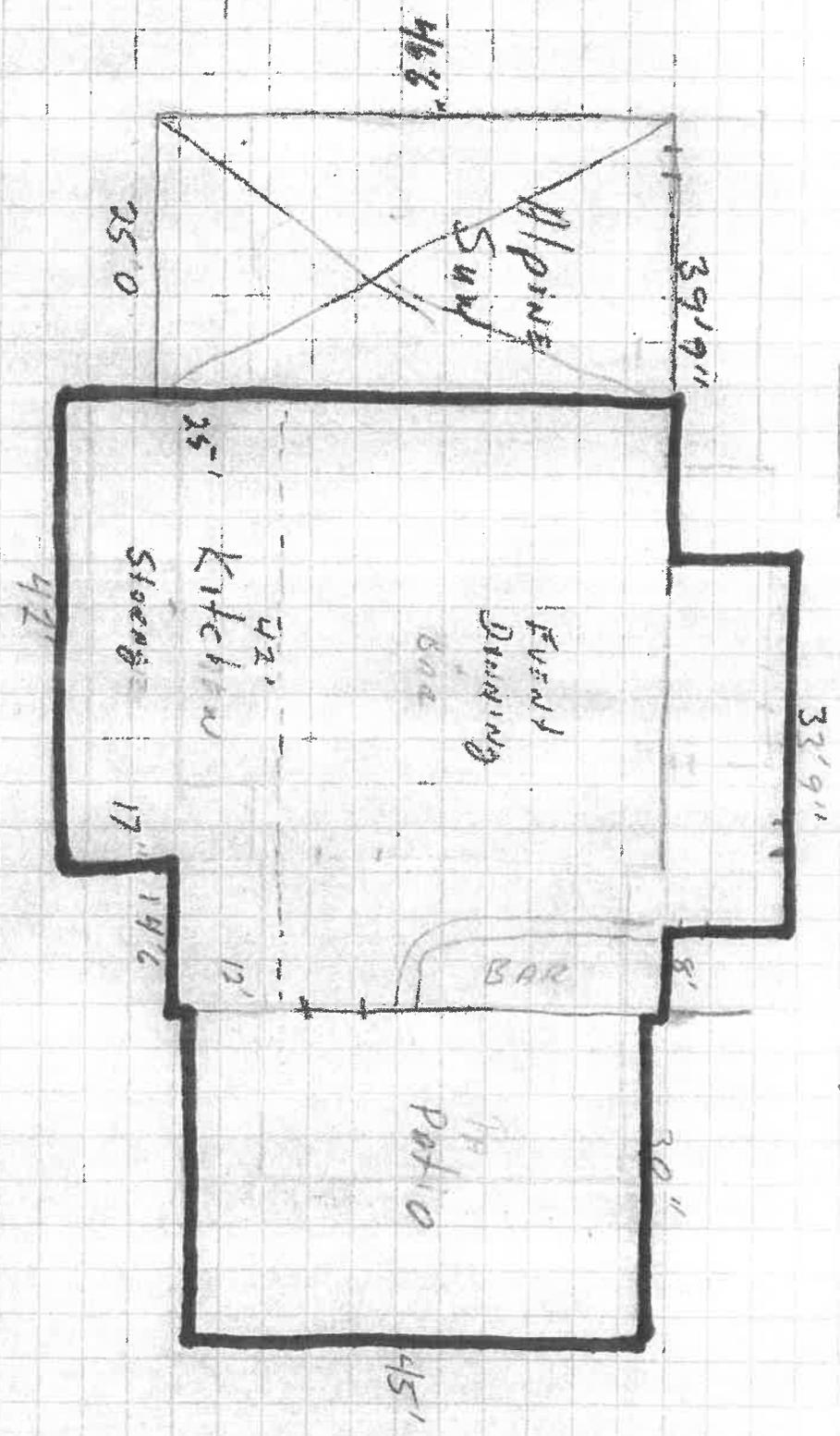
Name (Individual/Business) A Frame Hotel Breckenridge, LLC		Social Security Number/Tax Identification Number	
Address 1008 Winter Park Dr.			
City Winter Park		State CO	Zip 80482
Home Phone Number		Business/Work Phone Number 720-296-3610	
Printed name of person signing on behalf of the Applicant/Licensee Kyle Zeppelin			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <i>Kyle Zeppelin</i>			Date signed 7/14/2020

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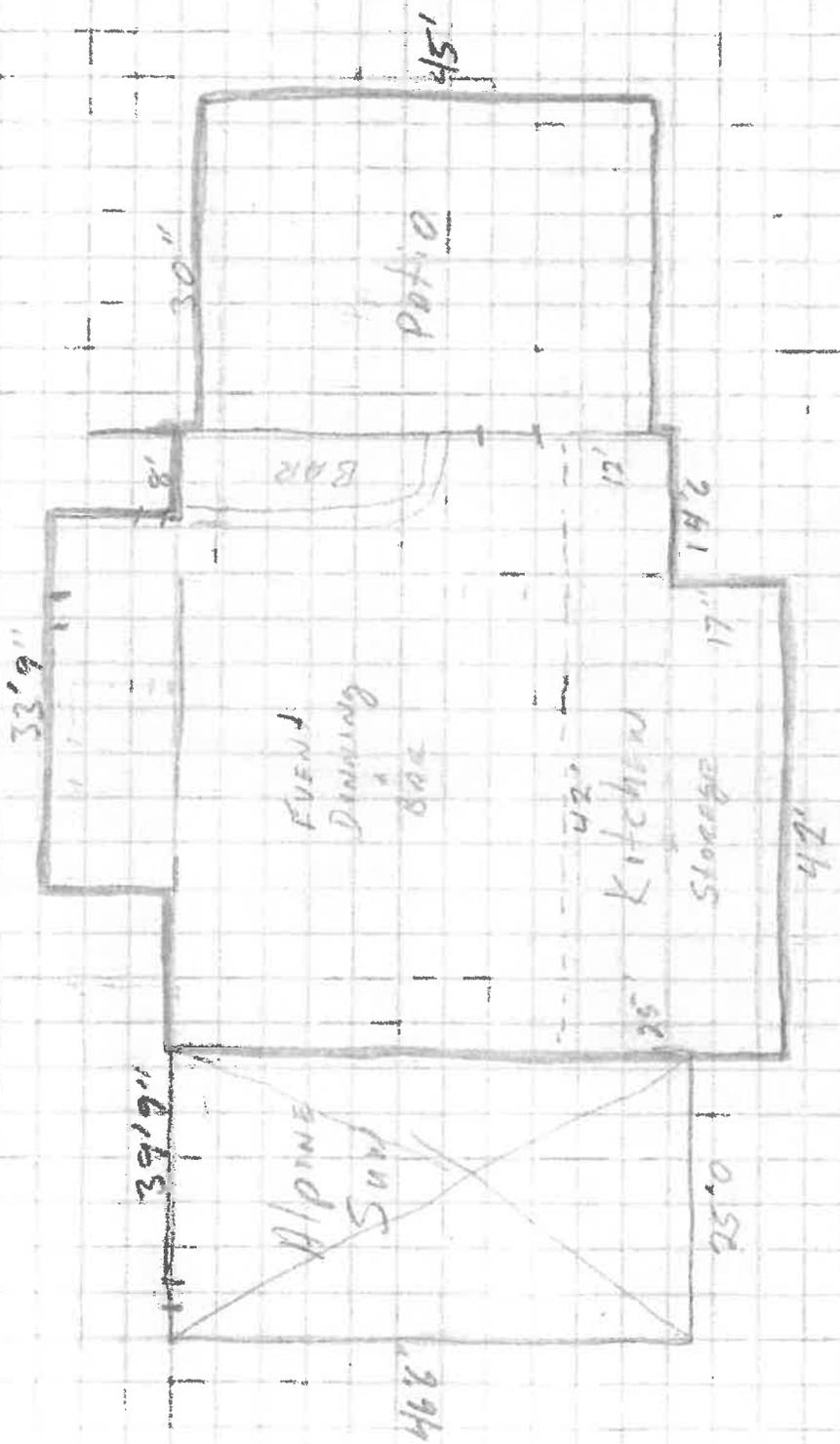
Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

Addfs Event Center



Adoffs Event Center



DR 8404-1 (03/20/19)
COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
 (303) 205-2300

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application. (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business A Frame Hotel Breckenridge, LLC		Home Phone Number N/A	Cellular Number		
2. Your Full Name (last, first, middle) Zeppelin, Kyle Aaron		3. List any other names you have used None			
4. Mailing address (if different from residence) 3455 Ringsby Ct., #100, Denver, CO 80216		Email Address			
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)					
	Street and Number	City, State, Zip	From	To	
Current	4500 E. 6th Ave.	Denver, CO 80216	1-1-20	Present	
Previous	3457 Ringsby Ct., #334	Denver, CO 80216	06/01/17	1-1-20	
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)					
	Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From	To
	Zeppelin Development	3455RingsbyCt.,#100,Denver,CO80216	Co-President	10/04/02	Present
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.					
	Name of Relative	Relationship to You	Position Held	Name of Licensee	
	None				
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
I currently have an ownership interest in 3350 Brighton Bar, LLC, Taxi Building 1, LLC, Smoked Wood, LLC, RiNo Night Market, LLC, and PH River North, LLC, all in Denver, CO.					
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					

DR 8404-I (03/20/19)

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) Yes No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) Yes No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) Yes No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth _____ b. Social Security Number _____ c. Place of Birth Denver, CO d. U.S. Citizen Yes No

e. If naturalized, state where _____ f. When _____ g. Name of District Court _____

h. Naturalization Certificate Number _____ i. Date of Certification _____ j. If an Alien, Give Alien's Registration Card Number _____ k. Permanent Residence Card Number _____

l. Height _____ m. Weight _____ n. Hair Color Blonde o. Eye Color Green p. Gender M q. Do you have a current Driver's License/ID? If so, give number and state. Yes No # _____ State CO

14. Financial Information.
 a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other. \$ _____
 b. List the total amount of the personal investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ 0.00
 * If corporate investment only please skip to and complete section (d)
 ** Section b should reflect the total of sections c and e

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
N/A			

d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount
Cash		Bus Check		

e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount

Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature Kyle Appuhn Prop. Signature Kyle Zeppelin Title Manager Date 7/14/2020

Question 5

Street and Number	City, State, Zip	From	To
3457 Ringsby Ct., #301	Denver, CO 80216	4/1/13	6/1/17

Application Questionnaire and Affidavit

1. What is the nature and target market of the proposed establishment?
Event center and tavern; private events and weddings

2. What are the proposed hours and days of operation of the establishment?
Mon - Sun 12:00PM - 10:00 PM or by special reservation.

3. How many individuals will you employ, what will their rolls be (manager, wait staff, etc.), and how many will be full-time vs. part-time?
10 full-time wait staff, 2 full-time managers.

4. What is your past training and experience in the sale/service of alcoholic beverages?
I have owned and operated several retail licenses in the Denver metro area for 10 years.

5. How will you train operating managers in the sale/service of alcoholic beverages?
All managers will undergo responsible vendor training.

6. How will you train general staff for safe and legal sale of alcoholic beverages?
All general staff will undergo responsible vendor training.

7. What methods will be used to check identification of patrons and how will underage patrons be identified so as not be served alcoholic beverages?
All patrons will be IDed, No vertical or expired IDs will be accepted.

8. What type of entertainment will be provided, if any (pool tables, etc.)?
Music only.

9. Do you plan to host live music/performances at the establishment? Please describe.
Special event rentals may provide their own live music, we will not provide any.

10. What type of security will be provided, if any?
None.

11. What types of alternate food, beverages, and snacks will be provided at the proposed establishment?
We will have sandwiches and light snacks available at all times in addition to non alcohol

12. What is the estimated ratio of food sales to alcohol sales at the proposed establishment?
20/80

I hereby certify, under penalty of perjury, that the information provided to the Town Winter Park contained in this affidavit is true and accurate to the best of my knowledge.

Kyle Zepelin
Applicant's Signature

7/14/2020

Date



Town of Winter Park
Town Clerk
50 Vasquez Road/PO Box 3327
Winter Park, CO 80482
P) 970.726.8081 F) 970.726.8084
www.wpgov.com

THIS SECTION FOR TOWN USE ONLY

New License Renewal

Check #: _____
Building: _____
Planning: _____
Clerk: _____
Account Number: _____

Annual Fee: \$60 - Payable to the Town of Winter Park

Business Name:

dba:

Physical Location/City/State/Zip of Business:

Mailing Address/City/State/Zip of Business:

Business Phone: Business Fax:

Contact Name and Title:

Contact Phone: Contact Email:

Type of Ownership: Sole Proprietorship Partnership Corporation LLC

Nonprofit State/Exemption #: Other Please Explain:

Owner/Officer: Title: Phone/Email:

Owner/Officer: Title: Phone/Email:

Owner/Officer: Title: Phone/Email:

Type of Sales/Business: Retail Service/Other Restaurant/Bar Lodging

Nature of Business:

Tax Preparer (if applicable):

Mailing Address:

Phone: Contact Email:

FEIN #:

I declare under penalty of perjury that this application has been examined by me and that the statements made herein are made in good faith pursuant to the Town of Winter Park's occupation and tax regulations and, to the best of my knowledge and belief are true, correct, and complete.

DocuSigned by:
Signature:
6C3903D6C0ED4DB...

Date:

AFFIDAVIT OF TRANSFER AND STATEMENT OF COMPLIANCE

Pursuant to the requirements of 12-47-303(3)(b), Colorado Revised Statutes, Licensee hereby states that all accounts for alcohol beverages sold to the Applicant are:

- Paid in full. There are no outstanding accounts with any Colorado Wholesalers.
- Licensee hereby certifies that the following is a complete list of accounts for alcohol beverages that are unpaid: _____

Licensee and Applicant agree that all accounts will be paid for from the proceeds at closing by the Licensee Applicant

- Licensee unavailable to certify disposition of accounts for alcohol beverages, Inventory List attached. Transfer by operation of law – Regulation 47-304.
- Applicant will assume full responsibility for payment of the outstanding accounts as listed above.
- No alcohol beverage inventory transferred or sold.

Licensee hereby authorizes the transfer of its Colorado Retail Liquor License to the Applicant, its agent, or a company, corporation, partnership, or other business entity to be formed by the Applicant.

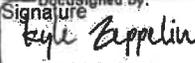
Dated this 16th day of July, 2020

Seller:

Dominguez Georgianne 03-00618
 Licensee & License Number
 Adolf's Event Center
 Trade Name/DBA
 Adolf's
 Signed by:

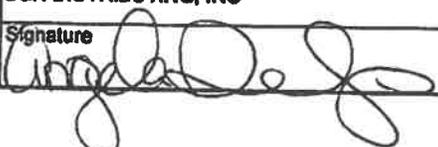
 Position/Title
 Gigi Dominguez
 Print Name

Buyer:

A Frame Hotel Breckenridge, LLC
 Applicant
 N/A
 Trade Name/DBA
 Ski Ranch
 Signed by:

 Position/Title
 Kyle Zeppelin, Managing Member
 Print Name

Wholesaler Affidavit of Compliance

Section 12-47-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation) B&K DISTRIBUTING INC		License Number 004295990000	
Trade Name of Establishment/Doing Business As (DBA) B&K DISTRIBUTING INC		Phone Number (970)879-1906	
Physical Address 1140 13TH STREET	City STEAMBOAT SPRINGS	State CO	ZIP 80477
Email Address MM			
Transferor Retailer Licensee Name ADOLF'S EVENT CENTER		License Number 03-00818	
Trade Name of Establishment/Doing Business As (DBA) DOMINGUEZ GEORGIANNE		Phone Number (970) 531-9825	
Physical Address 1008 WINTER PARK DR	City Winter Park	State CO	ZIP 80482
The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are: <input checked="" type="checkbox"/> Paid in Full (only for the purposes of complying with section 12-47-303(1)(d), C.R.S.) Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license. <input type="checkbox"/> Not Paid in Full			
Wholesaler: B&K DISTRIBUTING, INC			
Signature 	Print ANGELA DELP	Title ADMINISTRATIVE ANALYST	Date 11/2/2020

**Wholesaler Affidavit of Compliance
Section 44-3-303(1)(d), C.R.S.**

Wholesaler Licensee Name (If an LLC, partnership, corporation or name of corporation)		License Number
Republic National Distributing Company		28499270004
Trade Name of Establishment/Dating Business As (DBA)		Phone Number
Republic National Distributing Company		3-734-2400
Physical Address		State ZIP
8000 South Park Terrace		CO 80120
Ethel Address		
Transferor Retailer Licensee Name		License Number
Dominguez Georgienne		08-00618
Trade Name of Establishment/Dating Business As (DBA)		Phone Number
Adella Event Center		
Physical Address		State ZIP
1008 Winter Park Dr.		CO 80462
<p>The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:</p> <p><input checked="" type="checkbox"/> Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.)</p> <p><input type="checkbox"/> Note: If Paid in Full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.</p> <p><input type="checkbox"/> Not Paid in Full</p>		
Wholesaler		Date
Signature: Paige Ayres Title: AP Clerk Company: Republic National Distributing Company		3-16-20



TEMPORARY PERMIT APPLICATION

Name of Applicant: A Frame Hotel Breckenridge, LLC

Trade Name of Establishment (DBA): N/A

Physical Address of Establishment: 1008 Winter Park Dr., Winter Park, CO 80482

The above named (Individual/Corporation/Partnership/Limited Liability Company) has applied for a Change of Ownership of a tavern Type of License

Current Name of Licensee: Dominguez Georgianne

Current Trade Name of Establishment: Adolf's Event Center

Current License Number: 03-00618 Expiration Date: 12/04/20

I/We wish to apply for a Temporary (Liquor/Beer) Permit for the location listed above.

I/We understand that this Permit, if granted, shall be valid for one hundred twenty (120) days from date of issuance until the application to transfer ownership has been granted or denied, whichever comes first.

I/We further understand that if the license has not been granted within one hundred twenty (120) days, and if I/we demonstrate good cause, the Local Licensing Authority may, in its discretion, extend the Temporary Permit for an additional period not to exceed sixty (60) days.

I/We understand that if our license has not been granted within one hundred twenty (120) days, it is my/our responsibility to request an extension of the Temporary Permit.

I/We hereby submit the \$100.00 non-refundable Temporary Permit fee.

DocuSigned by:
Kyle Appelin Manager 7/14/2020
 Signature/Title Date

License Fee: \$100.00

License No. 2020-TTP4

Town of Winter Park Temporary Transfer Permit

This is to certify that this temporary transfer of ownership permit has been issued to
A Frame Hotel Breckenridge, LLC for the establishment currently licensed to **Adolf's Event Center**

located at **1008 Winter Park Drive, Winter Park, Colorado**

State License Number **03-00618** Type of License **Tavern (City)**

Trade Name of Establishment **N/A**

Date of Issuance **NOVEMBER 24, 2020** Expiration Date **MARCH 23, 2021**

This permit is valid until such time as the application to transfer ownership of the license to the applicant
is granted or for 120 days whichever shall come first.

Issued By:

Town Clerk, TOWN OF WINTER PARK

This permit authorizes the transferee to sell alcoholic beverages or fermented malt beverages during the period in
which the transfer of ownership is pending.

This permit may be canceled, revoked, or summarily suspended if the Local or State Licensing Authority determines
that there is probably cause to believe that the transferee has violated any provision of the Colorado Liquor/Beer
Code or has violated any rule or regulation adopted by the Local or State Licensing Authority or has failed to
truthfully disclose those matters required pursuant to the application forms required by the Department of Revenue.

This License Expires **MARCH 23, 2021**

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

A Frame Hotel Breckenridge, LLC

is a

Limited Liability Company

formed or registered on 03/09/2017 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/07/2020 that have been posted, and by documents delivered to this office electronically through 08/10/2020 @ 13:44:02 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 08/10/2020 @ 13:44:02 in accordance with applicable law. This certificate is assigned Confirmation Number 12521935 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



Colorado Secretary of State
 Date and Time: 03/09/2017 04:32 PM
 ID Number: 2...
 Document number: 20...
 Amount Paid: \$50.00

Document must be filed electronically.
 Paper documents are not accepted.
 Fees & forms are subject to change.
 For more information or to print copies
 of filed documents, visit www.sos.state.co.us.

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Organization

filed pursuant to § 7-80-203 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

A Frame Hotel Breckenridge, LLC

(The name of a limited liability company must contain the term or abbreviation "limited liability company", "ltd. liability company", "limited liability co.", "ltd. liability co.", "limited", "LLC", "llc", or "ltd.". See §7-90-601, C.R.S.)

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the limited liability company's initial principal office is

Street address

3455 Ringsby Court

(Street number and name)

#100

Denver

(City)

CO

(State)

80216

(ZIP/Postal Code)

United States

(Country)

(Province - if applicable)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City)

(State)

(ZIP/Postal Code)

(Province - if applicable)

(Country)

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name

(if an individual)

Zeppelin

(Last)

Kyle

(First)

(Middle)

(Suffix)

or

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Street address

3455 Ringsby Court

(Street number and name)

#100

Denver

(City)

CO

(State)

80216

(ZIP Code)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City) CO _____
(State) (ZIP Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent has consented to being so appointed.

4. The true name and mailing address of the person forming the limited liability company are

Name
(if an individual) Zeppelin Kyle
(Last) (First) (Middle) (Suffix)

or

(if an entity)
(Caution: Do not provide both an individual and an entity name.)

Mailing address 3455 Ringsby Court
(Street number and name or Post Office Box information)
#100
Denver CO 80216
(City) (State) (ZIP/Postal Code)
United States
(Province – if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in

(Mark the applicable box.)

one or more managers.

or

the members.

6. *(The following statement is adopted by marking the box.)*

There is at least one member of the limited liability company.

7. *(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

This document contains additional information as provided by law.

8. *(Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)*

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

<u>Zeppelin</u>	<u>Kyle</u>		
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
<u>3455 Ringsby Court</u>			
<small>(Street number and name or Post Office Box information)</small>			
<u>#100</u>			
<u>Denver</u>	<u>CO</u>	<u>80216</u>	
<small>(City)</small>	<small>(State)</small>	<small>(ZIP/Postal Code)</small>	
<u>United States</u>			
<small>(Province - if applicable)</small>	<small>(Country)</small>		

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

**OPERATING AGREEMENT OF
A FRAME HOTEL BRECKENRIDGE, LLC,
A COLORADO LIMITED LIABILITY COMPANY**

THIS OPERATING AGREEMENT is made to be effective as of March 9, 2017, by the undersigned Member and Manager of A Frame Hotel Breckenridge, LLC, a Colorado limited liability company (the "Company").

NOW, THEREFORE, pursuant to the Colorado Limited Liability Company Act, as amended from time to time (the "Act"), the following shall constitute the Operating Agreement of the Company (the "Agreement").

**ARTICLE 1
FORMATION OF COMPANY**

1.01 Formation. On March 9, 2017, the Company was organized as a Colorado limited liability company under and pursuant to the Act by filing Articles of Organization for the Company with the Colorado Secretary of State. The rights and obligations of the Company, Member, and Manager shall be as provided in the Act, the Articles of Organization, and this Agreement.

1.02 Name. The name of the Company is A Frame Hotel Breckenridge, LLC.

1.03 Principal Place of Business. The initial principal place of business of the Company shall be 3455 Ringsby Court #100, Denver, CO 80216. The Company may locate or change its places of business at any other place or places as the Manager may from time to time deem advisable.

1.04 Registered Office and Registered Agent. The Company's initial registered office shall be at the office of its registered agent at 3455 Ringsby Court #100, Denver, CO 80216; and the name of its initial registered agent at such address shall be Kyle Zeppelin. The registered office and registered agent may be changed from time to time by the Manager as the Manager deems advisable by filing the address of the new registered office and/or the name of the new registered agent with the Secretary of State pursuant to the Act.

1.05 Articles of Organization: Certificates. The Articles of Organization are hereby adopted and incorporated by reference in this Agreement. In the event of any inconsistency between the Articles of Organization and this Agreement, the terms of the Articles of Organization shall govern. The Manager is authorized to file any other certificates, notices or other documents required or permitted by law to qualify the Company to do business in any jurisdiction in which the Company may elect to do business.

1.06 Property. All property, real and personal, of the Company shall be owned by and legal title held in the name of the Company and any conveyance from or to the Company shall be in the Company's name. The Member's Membership Interest shall be personal property.

1.07 Term. The term of the Company shall commence on the date of its formation under Section 1.01 and shall continue until its dissolution as provided in ARTICLE 8.

1.08 Disregarded Entity. Prior to the point in time when the Company has at least two persons having an economic interest in the Company's income, gains, losses, deductions, and/or credits, the Company shall be a disregarded entity for federal and state income tax purposes in accordance with the Regulations promulgated under Section 7701 of the Code.

ARTICLE 2 BUSINESS OF COMPANY

2.01 Business of the Company. The business of the Company shall be: (a) to engage in any lawful business subject to any provisions of law governing or regulating such business; (b) to exercise all other powers necessary or reasonably connected with the Company's business which may legally be exercised by limited liability companies under the Act; and (c) to engage in all activities necessary, customary, convenient, or incident to any of the foregoing.

ARTICLE 3 CONTRIBUTIONS TO THE COMPANY

3.01 Capital Contributions. Other than providing to the Company the initial Capital Contribution amount set forth in **Exhibit A**, the Member shall not be obligated to make any additional Capital Contributions to the Company. If the Company needs additional capital to meet its obligations, the Member may make an additional Capital Contribution to the Company, or, alternatively, the Company may borrow all or part of such additional capital from any source, including, without limitation, the Member. The Member shall not be obligated to make a loan to the Company.

3.02 No Third Party Beneficiaries. The provisions of this ARTICLE 3 are not intended to be for the benefit of and shall not confer any rights on any creditor or other Person (other than the Member in such Member's capacity as a Member) to whom any debts, liabilities or obligations are owed by the Company or the Member.

ARTICLE 4 DISTRIBUTIONS

4.01 Allocations. Prior to the point in time when the Company has at least two Persons having an economic interest in the Company's income, gains, losses, deductions, and/or credits, all income, gains, losses, deductions, and credits of the Company shall be allocated solely to the Member.

4.02 Distributions. Subject to the limitations set forth in the Act, the Manager shall, from time to time, distribute the available cash flow to the Member as the Manager may determine.

ARTICLE 5 BOOKS, RECORDS, AND ACCOUNTING

5.01 Books, Records, and Account. The Company shall maintain at its principal place of business books of account that accurately record all items of income and expenditure relating to the business of the Company and that accurately and completely disclose the results of the operations of the Company.

ARTICLE 6 MANAGEMENT

6.01 Management. The business and affairs of the Company shall be managed exclusively by the Manager. At any time that the Company has more than one (1) Manager, the vote or consent of a majority of the Manager then in office shall be the act of the Manager, unless the vote or consent of a greater or lesser proportion or number is otherwise required by this Agreement or the Act. The Manager shall direct, manage and control the business of the Company to the best of such Manager's ability and shall have full and complete authority, power and discretion to make any and all decisions and to do any

and all things which the Manager deems to be reasonably required in light of the Company's business and objectives. The Manager shall have full authority to bind the Company and to make any decisions required to operate the Company.

6.02 Number, Tenure, Election, Resignation, and Removal of Manager.

(a) *Number.* There shall initially be one (1) Manager – Kyle Zeppelin. The number of Managers may be increased or decreased at any time with the consent of the Member. By execution of this Agreement, the undersigned Member elects the initial Manager.

(b) *Tenure.* Each Manager shall hold office until the Manager's death, dissolution, resignation or removal and until such Manager's successor has been elected and qualified.

(c) *Election.* Except for the initial Manager, the Manager shall be elected by the Member.

(d) *Resignation.* A Manager may resign at any time by giving written notice to the Member. The resignation of a Manager shall take effect upon receipt of notice or evidence of delivery of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

(e) *Removal.* A Manager may be removed at any time, with or without cause, by the Member.

6.03 Officers. The Manager may appoint individuals as officers of the Company ("Officers") as it deems necessary or desirable to carry on the business of the Company and the Manager may delegate to such Officers such power and authority as the Manager deems advisable. No Officer need be a Member of the Company. Any individual may hold two or more offices of the Company. Each Officer shall hold office until its successor is designated by the Manager or until its earlier death, resignation or removal. Any Officer may resign at any time upon written notice to the Manager. Any Officer may be removed by the Manager with or without cause at any time. A vacancy in any office occurring because of death, resignation, removal or otherwise, may, but need not, be filled by the Manager.

6.04 Indemnity of Manager and Officers. The Company may indemnify the Manager, Officers, and other agents of the Company for all costs, losses, liabilities, and damages paid or accrued by a Manager, Officer, or agent in connection with the business of the Company, to the fullest extent provided or allowed by the Act.

6.05 Manager Have No Exclusive Duty to Company. The Manager shall not be required to manage the Company as their sole and exclusive function or business, may have other business interests (which may compete with the business of the Company), and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities of the Manager or to the income or proceeds derived therefrom.

6.06 Reimbursement. The Manager and Officers shall be entitled to be reimbursed by the Company for all expenses of the Company reasonably incurred and actually paid by the Manager and/or Officers on behalf of the Company.

**ARTICLE 7
RIGHTS AND OBLIGATIONS OF MEMBER**

7.01 Limitation of Liability. The Manager's liability shall be limited as set forth herein and in the Act and other applicable law.

7.02 Company Debt Liability. The Member will not be liable personally for any debts or losses of the Company, except as provided in the Act.

7.03 Loans by Manager to Company. The Manager may loan money to, act as surety for, or transact other business with the Company, and, subject to other applicable laws, shall have the same rights and obligations with respect thereto as a Person who is not a Manager, but no such transaction shall be deemed to constitute a Capital Contribution to the Company.

**ARTICLE 8
DISSOLUTION AND TERMINATION**

8.01 Dissolution and Termination. The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (a) the written consent of the Member; or (b) the entry of a decree of judicial dissolution under the Act.

**ARTICLE 9
MISCELLANEOUS PROVISIONS**

9.01 Application of Colorado Law. This Agreement, and the application of interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Colorado, and specifically the Act.

9.02 Amendments. The Member may amend this Agreement at any time.

9.03 Entire Agreement. This Agreement represents the entire agreement between the Member, Manager, and the Company.

9.04 Heirs, Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each party hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns. This Agreement shall be applicable to and binding upon the Manager. Service as a Manager or Officer of the Company shall be conclusive evidence of the acceptance of the terms hereof.

9.05 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company.

[Signature page to follow]

CERTIFICATE

The undersigned hereby agree, acknowledge and certify that the foregoing constitutes the Operating Agreement of A Frame Hotel Breckenridge, LLC and is effective as of date first set forth above.

MEMBER:

DocuSigned by:
Kyle Zeppelin
5C3903D5C0E04DB...

Kyle Zeppelin, an individual

MANAGER:

DocuSigned by:
Kyle Zeppelin
5C3903D5C0E04DB...

Kyle Zeppelin, an individual

EXHIBIT A

MEMBER SCHEDULE

Name	Initial Capital Contribution	Membership Interest
Kyle Zeppelin 3455 Ringsby Court #100 Denver, CO 80216	See books and records	100%



Memo

To: Danielle Jardee
From: Carol McHenry
Date: December 31, 2020
Re: A Frame Hotel Breckenridge, LLC; Kyle Zeppelin

The Fraser/Winter Park Police Department has conducted a review/background check on the individual mentioned above. The Fraser Winter Park Police Departments records do not indicate any negative contact with Kyle Zeppelin.

Also, a local background check was done on the above individual with the Granby Police Department and the Grand County Sheriff's Department with no record found.

There are no records found with CBI or the FBI from results of sent fingerprints on Kyle Zeppelin.

If you have any questions, please do not hesitate to contact me.

CM

"COMMITTED TO EXCELLENCE"



MEMO

TO Town Council
FROM Dani Jardee, Town Clerk
CC
DATE January 5, 2021
RE Resolutions 1829 & 1830

Resolutions 1829 and 1830 are basic housekeeping items that must be done at the first meeting of the new year. The resolutions just designate the bulletin board as our official posting place for agendas, etc. The Sky Hi News and Middle Park Times newspapers are the designated papers for official publications.

TOWN OF WINTER PARK

RESOLUTION NO. 1829
SERIES OF 2021

A RESOLUTION APPROVING TOWN COUNCIL REGULAR MEETING AND TOWN COUNCIL
WORKSHOP TIMES FOR 2021

WHEREAS, Town Council wishes to set the time of Town Council Regular Meetings and Workshops for the upcoming 2021 calendar year; and

WHEREAS, the Town Council Regular Meeting and Workshop dates will not change. Regular meetings and workshops will be held on the first and third Tuesday of the month; and

WHEREAS, the times of the Regular Meetings will be held at 5:30 p.m. on the first and third Tuesdays of the month, and Workshops will be held at 3:00 p.m. on the first and third Tuesdays of the month.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WINTER PARK, COLORADO, hereby approves the Town Council Regular Meeting and Town Council Workshop Times for 2021. Town Council Regular Meetings will be held at 5:30 p.m. on the first and third Tuesday of the month, and Town Council Workshops will be held at 3:00 p.m. on the first and third Tuesdays of the month.

PASSED, ADOPTED AND APPROVED this ___ day of _____, 2021, by a vote of ___ to ___.

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk

TOWN OF WINTER PARK
RESOLUTION NO. 1830
SERIES OF 2021

A RESOLUTION ESTABLISHING PUBLIC PLACES FOR THE POSTING OF
MEETING NOTICES AS REQUIRED BY THE COLORADO OPEN
MEETINGS LAW

WHEREAS, pursuant to the Colorado Open Meetings Law, C.R.S. § 24-6-401, *et seq.*, and specifically C.R.S. § 24-6-402(2)(c), the Town Council must, at its first regular meeting of each year, designate a public place in the Town where meeting notices will be posted.

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

Section 1. The designated public places for the posting of meeting notices of the Town Council, Planning Commission, Board of Adjustment, Local Liquor Licensing Authority and Board of Appeals, as required by the Colorado Open Meetings Law, C.R.S. § 24-6-402(2)(c), shall be as follows:

- A. The glass display case near the front door of the Town Hall, located at 50 Vasquez Road, Winter Park, Colorado; and
- B. Town of Winter Park official website at www.wpgov.com.

Section 2. The Town Clerk shall be responsible for posting the required notices no later than 24 hours prior to each meeting, and all meeting notices shall include specific agenda information, where possible.

Section 3. The Town Clerk shall provide the official website address to the State Department of Local Affairs for inclusion in the Department's inventory.

PASSED, ADOPTED AND APPROVED this 5th day of January, 2021.

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk

MEMO

TO Town Council
FROM James Shockey, Community Development Director
THRU Keith Riesberg, Town Manager
DATE January 5, 2021
RE Planning Commission Appointment

The Planning Commission has a vacant seat following the resignation of Mike Dalvin. Notice of the vacant seat was advertised in the Sky-Hi News October 16th through the 21st and on the Town's social media platforms and the Town newsletter. Applications were accepted from October 16th through November 21st. Five letters of interest were received from residents of Winter Park –

1. Angela Sandstrom
2. Anna Szczepanski
3. Gary Behlen
4. Kathy Schofield
5. Robert Weida

Included with this staff report are the Planning Commission applications that each resident filled out explaining why they wanted to be on the Commission and their skills they could bring to the position.

On December 15, 2020, a committee consisting of Councilors Jennifer Hughes and Mike Davlin and staff member James Shockey interviewed the applicants in conformance with the Boards, Commissions and Committee's Appointment Process (Town Council Handbook, September 2020). After review of the applications and conducting the interviews, the Committee recommended Angela Sandstrom.

The Committee is requesting the Town Council confirm the appointment of Ms. Sandstrom to the Planning Commission. The appointment will be a four-year term.

Staff Recommendation

Staff recommends the Town Council make the following motion –

I move to appoint Angela Sandstrom to the Planning Commission for a four-year term expiring in January 2025.



Applicant Information

Name: Angela Sandstrom Date: 11/20/2020

Physical Address: 510 Baker Dr

Mailing Address: PO Box 2182

Phone Number: Email Address:

I am a resident of the Town of Winter Park.

YES NO

I am registered to vote.

YES NO

I understand that the information provided in this application is considered part of the public record and could be made available to others upon request.

YES



Applicant Questionnaire

Name: Angela Sandstrom How long have you lived in Winter Park? 1 yr

1. Why would you like to serve on the Winter Park Planning Commission?

As a full time resident/homeowner and local Realtor I feel an obligation to do what I can to ensure the development of Winter Park happens thoughtfully with forward thinking. I came from the mindset that the best way to voice an opinion is by getting involved.

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2. Have you been a member of other boards, commissions, or committees in the Town or elsewhere in Grand County?

Telemark HOA - Board Member 2019 - present
Winter Park Ranch Water and Sanitation Board - 2018-2019
Sun Song Condominiums HOA - Board Member - 2017-2019

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3. Have you had any personal experience in dealing with planning or development? If so, provide a brief statement as to your experience.

As a local Realtor I've been exposed to several different development projects within our company (Real Estate of Winter Park).

4. Describe your history associated with community volunteerism.

- Grand Foundation - summer concerts; assisted with Wildfire Relief Fund Efforts
 - Winter Park Chamber - Stagecoach Classic
 - Winter Park Resort - Comp Center; Wildfire Relieve Fund Efforts
-



5. In your opinion, describe Winter Park's best and worst land development decisions.

Best:

*Hideaway Junction (Trestle Dr) - A great opportunity for locals to purchase homes in town with deed restrictions to ensure continued opportunities for locals.

*Elk Run - lot size, views, trail access, HOA has architectural guidelines that highlight and promote natural materials, and variety of property types within the community

Worst:

*Drake Minor Subdivision-lack of architectural interest, doesn't promote indoor/outdoor living in a community where appreciation of the outdoors is a core value

6. Describe where you see the Town of Winter Park in ten years.

It has been exciting to see the growth in our town over the past 15 years. I look forward to being a part of this continued growth, and ensuring it is both well managed and responsible. I see Winter Park as a thriving town that values local business, outdoor recreation, economic strength, and the character and culture that make it unique.



- 7. As a Planning Commissioner, you will have many opportunities to utilize conflict resolution techniques. Describe a specific incident that demonstrates your skills in this area.**

My biggest strength in conflict resolution is listening. In my profession, I am frequently in the middle of clients with strong opinions involving large amounts of their personal finances. Throughout the transaction navigating inspection objections and resolutions is frequently a point of conflict. I use listening, negotiation, and a win/win philosophy, where both parties feel heard and like they are getting their most important needs met.

Thank you for your interest!



Applicant Information

Name: _____ **Date:** _____

Physical Address: _____

Mailing Address: _____

Phone Number: _____ **Email Address:** _____

I am a resident of the Town of Winter Park.

YES ___NO___

I am registered to vote. YES ___NO___

I understand that the information provided in this application is considered part of the public record and could be made available to others upon request.

YES___



Applicant Questionnaire

Name: _____ **How long have you lived in Winter Park?** _____

1. Why would you like to serve on the Winter Park Planning Commission?

2. Have you been a member of other boards, commissions, or committees in the Town or elsewhere in Grand County?



3. Have you had any personal experience in dealing with planning or development? If so, provide a brief statement as to your experience.

4. Describe your history associated with community volunteerism.



5. In your opinion, describe Winter Park's best and worst land development decisions.

6. Describe where you see the Town of Winter Park in ten years.



Applicant Information

Name: Gary Behlen Date: October 4, 2019

Physical Address: 88 Pine Cone Lane
~~105 Pine Cone Lane~~, Winter Park Colorado 80482

Mailing Address: PO Box 1944, Winter Park, Colorado 80482

Phone Number: _____ Email Address: _____

I am a resident of the Town of Winter Park.

YES NO

I am registered to vote.

YES NO

11/20/20 - Garry is now registered to vote in WP.

I understand that the information provided in this application is considered part of the public record and could be made available to others upon request.

YES



Applicant Questionnaire

Name: Gary Behlen How long have you lived in Winter Park? 2 yr 9m

1. Why would you like to serve on the Winter Park Planning Commission?

I would like to use my life experiences to give back to the Community where I live. I feel that I have something to offer and would like to help implement the Town of Winter Park's Master Plan. I will be an active member and will bring new ideas and experiences to the Commission.

2. Have you been a member of other boards, commissions, or committees in the Town or elsewhere in Grand County?

Board Member Grand Mountain Bike Alliance
Strategic Planning Committee - Lord of the Valley
Fraser River Valley Lions Club

3. **Have you had any personal experience in dealing with planning or development? If so, provide a brief statement as to your experience.**

Yes. I was the former Public Works Director for the Town of Erie Colorado. During this time I also served as the Interim Town Administrator for a short time. I was the former City Engineer for the City and County of Broomfield Colorado. I have also worked as a consultant for builder and developers. I have enjoyed working in growing municipalities. Both Erie and Broomfield are growing and successful municipalities. During my time at these municipalities I worked through a variety of planning and development issues.

4. **Describe your history associated with community volunteerism.**

I have always been involved in the communities that I lived and worked. For example: Board Member for Community Financial Credit Union Broomfield, Council member Atonement Lutheran Church Boulder, Boy Scout leader, Soccer Coach, American Public Work Association committee chair for the Inspector School, Design Build Institute of America speaker at several conferences, Board member Colorado 811 Golden, Strategic Planning Lord of the Valley Granby, Board member Grand Mountain Bike Alliance, Fraser River Valley Lions Club, Committee member Boulder Valley School District Citizen Bond Oversight, Volunteer for numerous mountain bike and trail building and maintenance, Volunteer for National and local Mountain Bike races at Winter Park Resort, Volunteer for Winter Park's Run for Independence, Volunteer with Trout Unlimited stream restoration,



5. In your opinion, describe Winter Park's best and worst land development decisions.

Like most, I think that Winter Park's best development decision was developing and bringing the Market Place to Main Street, the Sitzmark Subdivision. The design is great architecturally, it is pedestrian friendly, provides a parking structure, provides affordable housing, and is a public private partnership. Great job! Another good decision is the Rendezvous Center, Hideaway Park development.

I think the Town could have done a better job with the ongoing Kings Crossing railroad underpass issue with the Town of Fraser and Cornerstone. Additionally, the Town could have been more strategic in previous annexations.

6. Describe where you see the Town of Winter Park in ten years.

I see Winter Park in ten years as a great place to live, work, play and learn. I envision that Main Street will develop with quality commercial and residential buildings. The transportation and bus system will continue to improve. Pedestrian access will be improved. And the Town will maintain a sustainable and fiscally responsible budget. I am concerned that housing will become too expensive and sales taxes high for full time residents. However I am hopeful that the Mayor and Council will work on these issues.

7. **As a Planning Commissioner, you will have many opportunities to utilize conflict resolution techniques. Describe a specific incident that demonstrates your skills in this area.**

I have had many issues that required conflict resolution during my career. One recent issues that dealt with street development was a conflict between my engineer and inspection staff and a developer. The developer constructed the streets and went through initial acceptance. However, due to the time of year and the developer not asking for final acceptance the time to final acceptance was over a couple of years. Residents moved in and occupied homes. The street started to fail in area, some quite large. My engineers and inspectors told the developer he would have to rebuild the entire street. This would be a significant cost to the developer and disruption to the residents. When the issue came to me both side were set in their ways. I set up several meeting with both sides and visited the site to start to look for alternatives that both sides could deal with. I suggested getting a independent opinion that both sides could agree on. We got additional testing, and reports to make the repairs that would satisfy the Town and not have to rebuild the entire road. This minimized the inconvenience to the residents, met the Town requirements, and cost the developer less.

Thank you for your interest!



Applicant Information

Kathleen Schofield
Name: _____ Date: _____ May 19, 2020

1310 Bear Trail, Winter Park, CO 80482
Physical Address: _____

11332 Sheps Way, Broomfield, CO 80021
Mailing Address: _____

Phone Number: _____ Email Address: _____

I am a resident of the Town of Winter Park.

YES NO

I am registered to vote.

YES NO

As of 05/21/20, Kathleen is registered to vote in Winter Park.

I understand that the information provided in this application is considered part of the public record and could be made available to others upon request.

YES



Applicant Questionnaire

Kathleen Schofield

2 yrs

Name: _____ How long have you lived in Winter Park? _____

1. Why would you like to serve on the Winter Park Planning Commission?

Hi,

Thank you for considering me for the open planning commissioner role. We have owned our home in Winter Park for two years have been in the valley for over a decade. Throughout this time, I have always taken a keen interest in planning and development and a proactive approach to supporting local businesses and staying informed of development activities.

My goals as a planning commissioner would be to help bring the Downtown Plan to life, be an advocate for helping the Town of Winter Park grow and thrive in a way that preserves and celebrates what makes Winter Park a wonderful place to be, while developing the town in a way that enables homeowners, tourists, business owners and all constituents thrive.

2. Have you been a member of other boards, commissions, or committees in the Town or elsewhere in Grand County?

I have been a board member of a former HOA in Broomfield, but none in Winter Park or Grand County.

- 3. Have you had any personal experience in dealing with planning or development? If so, provide a brief statement as to your experience.**

Over the last 30+ years, I have GC'd multiple renovation projects which included gaining approvals from architectural review committees, permitting, and managing design/builds. This required reviewing detailed plans, working with a wide range of people with often opposing agendas, diplomacy, clear and effective communication and managing changing schedules and timelines.

-
- 4. Describe your history associated with community volunteerism.**

Until recently, I have been a full time executive in the financial services and consumer packaged goods industries. During this time, I was able to volunteer for the March of Dimes leading marketing efforts for their main fundraising events. I have also served as a board member for one of our neighborhood HOA's.



5. In your opinion, describe Winter Park's best and worst land development decisions.

Best

Downtown Plan

Hideaway Park

Transit Center Development

ROAM

Worst

Residential Development at railroad tracks and Vasquez

6. Describe where you see the Town of Winter Park in ten years.

Ideally, a thriving and creative culture with connectivity to the base via a town lift, a walkable downtown that enables businesses to grow and encourages new businesses to open, and the right blend of housing to accommodate a diverse population.



- 7. As a Planning Commissioner, you will have many opportunities to utilize conflict resolution techniques. Describe a specific incident that demonstrates your skills in this area.**

As a former vice president in the financial services industry, I always sought a win-win outcome for every challenge and kept a level head. I have examples relating to people issues, policy issues, production issues and communication issues to name a few. But resolving any of these types of challenges takes diplomacy, empathy, strong communication, listening and negotiation skills. Dealing with conflict as a planning commissioner would take all of those skills and while we may not always be able to have a win-win outcome, the goal would be to strive for an open, collaborative negotiation.

Thank you for your interest!



Applicant Information

Name: Robert Weida Date: 11/16/20

Physical Address: 143 forest Trail Evergreen 12

Mailing Address: P.O box 241 Winter Park Co 80482

Phone Number: _____ Email Address: _____

I am a resident of the Town of Winter Park.

YES NO

I am registered to vote.

YES NO

I understand that the information provided in this application is considered part of the public record and could be made available to others upon request.

YES



Applicant Questionnaire

Name: Robert Weida How long have you lived in Winter Park? 5 months

1. Why would you like to serve on the Winter Park Planning Commission?

I am interested in serving the community in which I live. As a public school administrator in the last community in which I last lived I was very involved in the community. The planning commission seems to fit the skill set I used to lead a mid sized school and district for 22 years. I would like to put those skills to work for this community.

2. Have you been a member of other boards, commissions, or committees in the Town or elsewhere in Grand County?

I have not been a member of other boards, commissions, or committees in Winter Park or elsewhere in Grand County.



3. Have you had any personal experience in dealing with planning or development? If so, provide a brief statement as to your experience.

I was an Elementary School Principal for 22 years. During my tenure in this position our school district was the fastest growing school district in the state of Missouri for several years. Our administrative team was very much involved in planning and development to meet the needs of that growing community. I was on several committees responsible for planning the building of new schools, raising the money for these buildings, communicating the need for these buildings to the public so we could get bonds passed, planning for staffing needs, developing policies and procedures for this growing School District, and staff development for compliance of these new policies and procedures.

As the leader of an Elementary school for 22 years I was consistently developing plans to improve our school. I had a very collaborative approach in developing these plans with our staff and community. Each stakeholder believed they had input in the process so I had very little push back during implementation of these improvement plans.

Also at this time of growth I wrote about above, I was the president of church in that growing community that had about 900 members. During my tenure we built a new sanctuary at a cost of 3 million dollars plus, added a second pastor and purchased land for future growth.

As an Administrator in a school district that grew from a small to mid sized school district I had a lot of opportunity to be involved in volunteering in our communities. I did not hold an formal positions on boards, committees etc. in our towns or communities. I did however interact regularly with our town Mayor, Council members, and those that served in such positions as members of park boards or planning commissions. I spent most of my time leading specific planning and development situations for the school district so was not able to join city or county boards in an official capacity. Since each government agency impacted the other I did get the opportunity to discuss the impacts of different agencies plans and their impacts on other agencies.



5. In your opinion, describe Winter Park's best and worst land development decisions.

In my short time here I am impressed with the development of this small mountain town. So impressed we decided to start our retirement adventure here. I don't have enough knowledge at this time to name a best/worst development only that I believe those that have seen to the development so far seem to have done a good job.

This summer I read " Post office box 2 the Autobiography of Don Drake". It was fascinating to read about the early development of Grand County. When I saw the opportunity to assist with future development in the Sky High News I thought it would be an opportunity for another fascinating learning experience.

6. Describe where you see the Town of Winter Park in ten years.

In ten years I see Winter Park as a small mountain town that has managed its growth well. I see a growth in percentage of the population that are full time residents. I see new structures, commercial and residential, that fit in with the environment and that don't detract from the natural beauty of the valley. I see a resort that increased in size and opportunity for tourists as well as full time residents. I see a wonderful mountain town that is taking care of itself, the environment, and tourism in a way that is beneficial to all.



- 7. As a Planning Commissioner, you will have many opportunities to utilize conflict resolution techniques. Describe a specific incident that demonstrates your skills in this area.**

As an Elementary School Principal of a school that had 350-450 students conflict resolution was a daily occurrence for me for 22 years. As I am sure you know, whenever you have that many people in one place there is potential for conflict. I have always approached these situations the same way. Keep calm, you cannot problem solve when you are in the emotional part of your brain. It is more likely others will be calm and able to problem solve with you if you are calm. Seek first to understand then be understood. When you know the other persons perception you can articulate how you can come to and understanding of how to reach the common goal you are having conflict about. I not only used this myself, I taught it to my staff and students. I know this worked as our school received the award as the kindest school in the Kansas City Metropolitan area in 2015. I don't believe we would have received that award if we were not successful at resolving conflict.

Thank you for your interest!



MEMO

TO Town Council
FROM James Shockey, Community Development Director
THRU Keith Riesberg, Town Manager
DATE January 5, 2021
RE Ordinance 548, Series 2021

Background

Section 8-3-11 of the Town Code outlines requirements for providing surety associated with subdivision plats. Prior to approval of a final plat, a Development Improvement Agreement must be filed with the Town to cover the cost of public improvements associated with the development. The developer is then required to deposit a cash escrow with the Town or provide a letter of credit to cover the cost of the public improvements.

Analysis

The Town Code only permits two forms of surety for developments, cash or a letter of credit. The Town has recently received requests from developers to permit additional forms of surety, such as performance bonds, if there are underlying protections in place to ensure public improvements will be completed. As an example, an additional form of surety could be permitted if the property has a Metropolitan District established on the property. The Metropolitan District is a quasi-governmental entity that could complete the public improvements, if the developer failed to complete them.

The proposed change to the language would allow the Town Council to accept alternative forms of surety if presented by the developer. It does not require the Council to accept alternative forms of surety. The recommended change to Section 8-3-11 is outlined below in bold –

B. Requirements For Approval: No subdivision plat shall receive approval from the town unless the property owner/developer meets the following minimum requirements:

1. A development improvement agreement is executed whereby a property owner/developer agrees to construct any required public and private improvements shown in the preliminary and final plat documents together with collateral which is sufficient, in the judgment of the town council, to make reasonable provision for the completion of said improvements in accordance with design standards and specific dates for completion.

2. The property owner/developer shall deposit cash or execute a letter of credit in a sum sufficient to cover the estimated costs of the public improvements that will need to be constructed on the property **or shall otherwise secure its performance by town-approved means.** No site disturbance shall occur until such time as performance is secured to the town's satisfaction.

Staff Recommendation

Staff recommends approval of Ordinance 548, Series 2021 an ordinance amending Section 8-3-11 of the Winter Park Town Code regarding development financial guarantees.

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

I move to approve Ordinance 548, Series 2021 an ordinance amending Section 8-3-11 of the Winter Park Town Code regarding development financial guarantees.

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

I move to deny Ordinance 548, Series 2021 an ordinance amending Section 8-3-11 of the Winter Park Town Code regarding development financial guarantees.

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

**TOWN OF WINTER PARK
ORDINANCE NO. 548
SERIES OF 2021**

**AN ORDINANCE AMENDING SECTION 8-3-11 OF THE WINTER PARK
TOWN CODE REGARDING DEVELOPER FINANCIAL GUARANTEES**

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

Section 1. Section 8-3-11 of the Code, subsections (B) and (C), are amended to read as follows:

8-3-11: PUBLIC AND PRIVATE IMPROVEMENTS AND FINANCIAL GUARANTEES:

...

B. Requirements For Approval: No subdivision plat shall receive approval from the town unless the property owner/developer meets the following minimum requirements:

1. A development improvement agreement is executed whereby a property owner/developer agrees to construct any required public and private improvements shown in the preliminary and final plat documents together with collateral which is sufficient, in the judgment of the town council, to make reasonable provision for the completion of said improvements in accordance with design standards and specific dates for completion.

2. The property owner/developer shall deposit cash or execute a letter of credit in a sum sufficient to cover the estimated costs of the public improvements that will need to be constructed on the property or shall otherwise secure its performance by town-approved means. No site disturbance shall occur until such time as performance is secured to the town's satisfaction.

C. Conditions For Acceptance Of Cash Or Letter Of Credit: The conditions for town acceptance of cash or an irrevocable letter of credit are as follows:

1. To account for inflation and cost overruns, the amount deposited shall equal the total estimated cost of the public improvements multiplied by 1.20.

2. When a cash deposit is made the town shall place the cash in an interest-bearing account at a bank of the town's choosing. The funds shall remain on deposit with the town until such time as the terms of the development improvement agreement are fulfilled to the town's satisfaction. Partial releases or reductions in the initial amount of the deposit will only be allowed as major work items are completed and accepted in writing by the town engineer or applicable special district (e.g., water system). If the work is completed to the town's satisfaction based on an inspection by the town engineer and/or town planner, the sum of money for the improvements completed

shall be returned to the property owner/developer within thirty (30) days of the inspection. It is the property owner/developer's responsibility to schedule the inspection with the town engineer and/or town planner. Upon final release of the cash deposit, the town shall include fifty percent (50%) of all interest accrued on the deposit.

3. Irrevocable letters of credit are acceptable when the following criteria are met:

a. The letter of credit shall be from a Colorado bank or savings institution. Said bank or savings institution may be required to provide proof of financial stability.

b. The letter of credit and any exhibits shall conform to the standard town form which is on file in the office of the town clerk. All documents shall be approved by the town attorney.

c. The letter of credit shall be for a minimum period of one year.

d. Partial releases or reductions in the initial amount of the letter of credit will only be allowed as major work items are completed and accepted in writing by the town engineer or applicable special district (e.g., water system). A new letter of credit shall be executed when partial releases are approved with such amounts being approved by the town manager in the town manager's sole discretion, and the town manager's decision shall be final. The property owner/developer shall notify the town of the need to extend the expiration date of the letter of credit no less than sixty (60) days in advance of the expiration date. If the letter of credit is not renewed or extended within said sixty (60) day period, the town shall be entitled to draw upon the letter of credit in the full principal amount thereof.

...

INTRODUCED, APPROVED ON FIRST READING, AND ORDERED PUBLISHED IN FULL this ___ day of _____, 2021. A public hearing shall be held at the regular meeting of the Winter Park Town Council on the ___ day of _____, 2021 at 5:30 p.m., or as soon thereafter as possible, at the Winter Park Town Hall.

TOWN OF WINTER PARK

Nick Kutrumbos, 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 _____, 2021.

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk

MEMO

TO Mayor and City Council
FROM Keith Riesberg, Town Manager
CC
DATE December 30, 2020
RE Agreement with Chamber of Commerce for professional services

Background

The Town of Winter Park contracts with the Winter Park & Fraser Chamber of Commerce for professional services that include: Marketing; Special Events Operations and Promotion; Visitor Center Operation; and renting office space within Winter Park. These services benefit the Town of Winter Park by maximizing the Town's assets and benefiting the local economy. Due to COVID-19 and a review of provided services, the contract for 2021 has been dramatically reduced from previous years. For the performance of these services, the Town will contribute a total of \$750,000 to the Chamber with funding being designated for specific purposes. As a comparison, last year the original agreement anticipated expenses of \$1.3M. Similar to this year, the Town and the Chamber can adjust the scope of services as required by changing Public Health regulations. With this contract, the Town maintains its long-term relationship with the Chamber while creating the potential for different opportunities resulting from the marketing and event processes that were reviewed this past year. The agreement as presented is only for the 2021 calendar year.

Analysis

The proposed professional services contract establishes the following scope of work:

1. **Marketing** – The Town will provide \$427,000 for the marketing of Winter Park in coordination with the Town and strategic partners (Colorado Tourism Office, Winter Park Resort, key developments, etc.). This scope shall include the retention of a tourism industry specific marketing agency to develop and deploy strategic campaigns both in market and external locations. This scope may include special campaigns requested by the Town in coordination with the Chamber.
2. **Special Events Operations and Promotion** – The Town will provide \$240,000 for the marketing of Winter Park and to hold special events at the Rendezvous Event Center within Hideaway Park. The Chamber is responsible for 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. A process for rating and evaluating events and promotions was developed in 2020 and will guide decisions on events. This process also creates the opportunity for third-party promoters to bring proposal forward for consideration. In addition to this, the Chamber will be responsible for the receipt of reservations and the programming of the Green Room located within the Rendezvous Event Center. The Chamber is required to present a report to the Town Council after the special event season.

3. Visitor Center Operation - \$83,000 is allocated for the operation of a Visitors Center located in the Winter Park Rendezvous Center (WPRC). Operation of the Visitor Center includes staffing during designated business hours; production of general information and marketing collateral; operation of phones, email, websites and social media channels. The operation of the Visitor Center function includes the programming of the electronic message sign located within Hideaway Park. Operation and maintenance of the sign shall be the Town's responsibility.

4. Rent office space within Winter Park – The Town provides \$18,000 for the tenant charges associated for the space located at 78841 Hwy 40.

The contract does allow the Chamber, if it is able to do so, to retain excess funds that may be received from the Special Events to use in future years. In the past the Town Council has requested the Chamber work to establish a contingency fund or reserve to offset occasional losses associated with the Special Events. The contract also contains language that allows the Chamber to request additional funding in the event the Chamber incurs substantial cost overruns/loss of revenues associated with the risk of producing a Special Event. The agreement requires the Town to formally consider the request within thirty days of receiving it.

The agreement also requires the Town to continue staffing a Parks Crew that will work in coordination and support of the Chamber staff. The adopted budget anticipates the Town will continue doing this for the upcoming event season.

Recommendation

Staff recommends approval of Resolution _____ approving the contract with the Winter Park & Fraser Chamber of Commerce for an amount not to exceed \$750,000. Should the Town Council wish to authorize this contract, the following motion should be made:

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

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

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

In the event the contract is not approved, a different means of marketing the Town and operating events throughout the community would be required. This would dramatically impact the plans currently being put into place for the upcoming special event season.

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

**TOWN OF WINTER PARK
RESOLUTION NO. 1831
SERIES OF 2021**

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

WHEREAS, to maintain the economic vitality of the Town and maximize the management of the Town's assets, the Town wishes to contract with the Winter Park & Fraser Chamber of Commerce (Chamber) to provide community marketing, special event operation and promotion, and visitor center operation services;

WHEREAS, the Town has for many years effectively contracted with the Chamber to provide community marketing, special event promotion and visitor center operation services; and

WHEREAS, the Chamber has the requisite expertise and experience to perform the required services and the Town deems it to be in the best interest of the citizens and taxpayers to have the Chamber perform community marketing, special event operations and promotion, and visitor center operation services.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Winter Park, Colorado hereby approves the contract with the Winter Park & Fraser Chamber of Commerce for the provision of professional services as outlined in the scope of services for a cost not to exceed \$750,000 and authorizes the Mayor to execute the contract.

PASSED, ADOPTED AND APPROVED this 5th day of January, 2021.

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2021 (the "Effective Date"), by and between the Town of Winter Park, a Colorado home rule municipality with an address of P.O. Box 3327, 50 Vasquez Road, Winter Park, Colorado 80482 (the "Town"), and Winter Park & Fraser Chamber of Commerce (the "Chamber"), a Colorado non-profit corporation a principal address of P.O. Box 3236, Winter Park, Colorado 80482 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, to maintain the economic vitality of the Town and maximize the management of the Town's assets, the Town wishes to contract with the Chamber to provide community marketing, special event operation and promotion, and visitor center operation services;

WHEREAS, the Town has for many years effectively contracted with the Chamber to provide community marketing, special event promotion and visitor center operation services; and

WHEREAS, the Chamber has the requisite expertise and experience to perform the required services and the Town deems it to be in the best interest of the citizens and taxpayers to have the Chamber perform community marketing, special event operations and promotion, and visitor center operation services.

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

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference. The Town shall continue to provide Parks staff to coordinate with Chamber staff for the maintenance of the Hideaway Park venue and during various other events.

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

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services outlined for calendar year 2021, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 60 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date

of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

A. In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor an amount not to exceed \$750,000. 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.

B. If Contractor completes the Scope of Services for less than the maximum amount specified above, the remaining funds shall be retained by Contractor to offset future expenses associated with the provision of these services in future years. If the Contractor incurs substantial cost overruns/loss of revenues associated with the risk of producing an event within the approved Scope of Services, the Contractor may request additional funding from the Town to offset the cost overruns/loss of revenues. The Town agrees to formally consider the request within thirty days of receiving it.

C. The Chamber shall establish a budget for the Scope of Services and show the Town's contributions under this Agreement as a revenue source and the applicable expenditures allocated to the Services. Upon the reasonable request of the Town, but no more frequently than quarterly, the Chamber shall report on the current status of the budget and Work Plan of the Services. By June 1 of each year, the Chamber shall provide a copy of its annual review report of the Chamber's finances to the Winter Park Town Manager.

IV. PROFESSIONAL RESPONSIBILITY

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

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

C. Because the Town has hired Contractor for its professional expertise, Contractor shall be responsible for any subcontractors employed to perform any work under the Scope of Services.

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by

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

VI. INDEPENDENT CONTRACTOR

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

VII. INSURANCE

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

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

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

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

VIII. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

IX. ILLEGAL ALIENS

A. **Certification.** By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

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

C. **Verification.**

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

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

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under this Agreement, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice

required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under this Agreement.

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

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

X. MISCELLANEOUS

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

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

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

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

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

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

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

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

I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental

EXHIBIT A SCOPE OF SERVICES

Contractor's Duties

During the term of this Agreement, Contractor shall perform the following duties, as directed by the Town:

- Marketing – The Town shall provide \$427,000 for the marketing of Winter Park in coordination with the Town and strategic partners (Colorado Tourism Office, Winter Park Resort, key developments). This scope shall include the retention of a tourism industry specific marketing agency to develop and deploy strategic campaigns both in market and in external locations. This scope may include special campaigns requested by the Town in coordination with the Contractor.
- Special Events Operations and Promotion – It is recognized that Special Events Operations and Promotion is a subcomponent of Marketing. The allocation of funds for this function acknowledges the Contractor's need to generate additional funds for the production of events. The Town shall provide \$240,000 for the marketing of Winter Park through 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 management of reservations and the programming of the Rendezvous Event Center in accordance with the established procedures for third-party productions. Upon completion of the Special Event season, a report shall be made to the Town Council regarding the performance of the Special Events.
- Visitor Center Operation - \$83,000 shall be provided for the operation of a Visitors Center located at 78841 US Hwy 40. Operation of the Visitor Center shall include staffing during designated business hours; production of general information and marketing collateral; operation of phones, email, websites and social media channels. Operation of the Visitor Center shall include the programming of the electronic message sign located within Hideaway Park. Operation and maintenance of the sign shall be the Town's responsibility.
- Rent office space within Winter Park - \$18,000 shall be allocated for tenant charges associated for the space located at 78841 US Hwy 40.



MEMO

TO Town Council
FROM Ivy Compton, Transit Manager
CC Town Manager Keith Riesberg
DATE January 5, 2020
RE Ordinance to Establish the Transportation Advisory Committee

The Transit Advisory committee was temporarily created in 2015 to oversee the transition of resort services to public transit operations. As of 2020 and per the execution of the Special Use Permit for the new Transit Maintenance, Storage and Administration Facility, Grand County has requested a representative on the committee. The committee has grown in relevance and influence in Grand County and provides the public and opportunity to speak and weigh in on transit-related matters.

This committee will elect its chairman from among its members. The term of the chairman shall be one year with eligibility for reelection. The committee will hold at least one regular meeting each month, open to the public, and will be electronically recorded per section 2-2-2: Organization and Meetings of the Committee.

It is in the best interests of the Town and the community to make the Transit Advisory Committee a permanent advisory board comprised of representatives from The Town of Winter Park, the Town of Fraser, Winter Park Resort, and Grand County. This establishment is recommended by Town Staff and will be achieved with ordinance 549 creating Chapter 2 within Title 2 of the Winter Park Town Code.

**TOWN OF WINTER PARK
ORDINANCE NO. 549
SERIES OF 2021**

**AN ORDINANCE CREATING CHAPTER 2 WITHIN TITLE 2 OF THE
WINTER PARK TOWN CODE TO ESTABLISH THE
TRANSPORTATION ADVISORY COMMITTEE**

WHEREAS, a transit advisory committee was temporarily created in 2015 to oversee the transition of resort services to public transit operations;

WHEREAS, this committee has had three members: one from Winter Park Resort, one from the Town of Winter Park, and one from the Town of Fraser;

WHEREAS, the committee has grown in relevance and influence and Grand County has expressed interest in having a representative on the committee;

WHEREAS, the committee provides the public an opportunity to speak and weigh in on transit-related matters;

WHEREAS, pursuant to Section 8.5 of the Town of Winter Park Home Rule Charter, all permanent boards, committees and commissions must be created by ordinance.

WHEREAS, it is in the best interests of the Town and the community to make the Transit Advisory Committee a permanent advisory board, to specify its membership, and to identify its duties.

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

Section 1. Title 2 of the Winter Park Town Code is amended by the addition of the following new Chapter 2:

Title 2 - Boards and Commissions

Chapter 2 - Transit Advisory Committee

Sec. 2-2-1: Committee created:

There is created by the town council a transit advisory committee composed of one member appointed by each of the following entities: the town, Winter Park Resort, Town of Fraser, and Grand County, who shall act in an advisory capacity to the town council on matters set forth in this chapter. Members shall be residents of Grand County and appointments shall be for a one-year term or until a successor takes office. Members appointed may be removed by their appointing entity. Vacancies occurring other than through the expiration of a term shall be filled for the remainder of the unexpired term by the appointing entity. To achieve overlapping terms, the town member and Town of Fraser committee member shall initially serve a two-year term. Pursuant to section 8.2 of the town's charter, neither the mayor nor any town

employees may serve on the committee, and no more than two council members may serve on the committee.

Sec. 2-2-2: Organization and meetings of the committee:

The committee shall elect its chairman from among its members and create and fill such other offices as it may determine. The term of the chairman shall be one year with eligibility for reelection. The committee shall hold at least one regular meeting each month. Meetings shall be open to the public, electronically recorded, and shall otherwise comply with the Colorado Open Meetings Law, C.R.S. § 24-6-401, *et seq.*, as amended. The committee shall adopt rules for transaction of business and shall keep a record of its resolutions, transactions, findings and determinations, which records shall be public records kept in the office of the town clerk.

Sec. 2-2-3: Expenditures:

All expenditures of the board shall be determined and appropriated by the town council. The council shall provide the funds, equipment and accommodations necessary for the committee's work. The expenditures of the board shall not exceed that amount determined and appropriated for its use by the town council.

Sec. 2-2-4: Powers and duties:

The committee shall act in an advisory capacity to the town council on matters pertaining to the public transit system such as by making recommendations related to the annual transit budget, levels of transit service, and the possible expansion of transit services.

INTRODUCED, APPROVED ON FIRST READING, AND ORDERED PUBLISHED IN FULL this ___ day of _____, 2021. A public hearing shall be held at the regular meeting of the Winter Park Town Council on the ___ day of _____, 2021 at 5:30 p.m., or as soon thereafter as possible, at the Winter Park Town Hall.

TOWN OF WINTER PARK

Nick Kutrumbos, 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 _____, 2021.

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk