

Due to increasing COVID-19 cases, all public participation will be virtual. Those members of the public wishing to attend the meeting digitally can find the meeting link below in yellow.

WINTER PARK TOWN COUNCIL MEETING

Winter Park Town Hall – 50 Vasquez Road

Thursday, March 02, 2021 – 3:00 p.m.

Meeting will go directly into executive session; Council will recess at 5p.m. and Resume the regular meeting at 5:30 p.m.



AGENDA

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

2. Executive Sessions Pursuant to:
 - a. 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.
 - b. C.R.S. 24-6-402(4)(a) to discuss the Town's potential purchase of real property for municipal purposes.

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

3. Resume Meeting 5:30 p.m.

4. Town Hall Meeting
 - a. Public Library Update

5. Consent Agenda
 - a. Approval of February 16, 2021 Regular Meeting Minutes
 - b. Resolution 1843, A Resolution Approving a Purchase Request for Hanover Automatic Voice Announcement Systems

6. Action Items
 - a. Resolution 1844, A Resolution Approving Bid for CMGC Services – Lift Operations Center



- b. Resolution 1845, A Resolution Approving the Second Amendment to the Marketing and Naming Rights Agreement with Rendezvous Colorado, LLC and the Winter Park & Fraser Chamber
 - c. Resolution 1846, A Resolution Supporting a Grant Application for Funding From Grand County's Open Lands, Rivers and Trails Fund and Committing Funds for the Project
 - d. Ordinance 552, An Ordinance Amending Title 3 of the Winter Park Town Code by the Addition of a New Chapter 10 Concerning Short-Term Rental Units, First Reading
 - e. Ordinance 553, An Ordinance Imposing the Proportional Costs for Construction of Vasquez Road on the Benefitted Properties Pursuant to Section 9-2-2(E) of the Winter Park Town Code, First Reading
 - f. Emergency Ordinance 554, An Emergency Ordinance Appropriating Funds for a Business Assistance Program to Assist Local Businesses Directly Impacted by COVID-19 Related Public Health Orders and Authorizing the Town Manager to Establish for Awarding Assistance Through Said Program
- 7. Town Manager's Report
 - 8. Mayor's Report
 - 9. Town Council Items for Discussion

You are invited to a Zoom webinar.

When: March 2, 2021 03:00 PM Mountain Time (US and Canada)

Topic: Town of Winter Park Regular Council Meeting

Register in advance for this webinar:

https://us02web.zoom.us/webinar/register/WN_DWzbonYxRzOczSD94EVv3w

MINUTES

DATE: Tuesday, February 16, 2021

MEETING: Winter Park Town Council

PLACE: Town Hall Council Chambers and Zoom Meeting Call

PRESENT: Mayor Nick Kutrumbos, Mayor Pro Tem Michael Periolat, Councilors, Art Ferrari, Mike Davlin, Jeremy Henn, Rebecca Kaufman 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, Police Chief Glen Trainor, Transit Manager Ivy Compton, and Town Planner Hugh Bell

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 February 2, 2021 Regular Meeting Minutes**

Councilor Art Ferrari moved and Councilor Mike Davlin seconded the motion approving the consent agenda. Motion carried: 7-0.

4. **Action Items**

4.a. **Public Hearing (Local Liquor Licensing Authority) – Issuance of Optional Premises Licenses for IntraWest Winterpark Restaurant Corp d/b/a West Portal Food & Beverage/Boxcar Deli**

Town Clerk Danielle Jardee stated this is an application to add two optional premises to one of Winter Park Resort's already existing hotel and restaurant liquor licenses. Ms. Jardee stated one premise will be located at the bottom of the Sunnyside chairlift and the other will be at the top of the Olympia chairlift. Ms. Jardee stated everything was in order application wise and Staff recommends approval. Mayor Kutrumbos opened the public hearing, hearing no comments. Mayor Kutrumbos closed the public hearing.

Councilor Art Ferrari moved and Councilor Mike Davlin seconded the motion approving Public Hearing (Local Liquor Licensing Authority) – Issuance of Optional Premises Licenses for IntraWest Winterpark Restaurant Corp d/b/a West Portal Food & Beverage/Boxcar Deli. Motion carried: 7-0.

4.b. Ordinance 550, An Ordinance Creating a New Title 9 Within the Winter Park Town Code to Consolidate and Create Developer Financial Guarantee, Public Improvement Cost Recovery, and Public Improvement Cost Sharing Requirements and Amending Titles 1, 6 and 8 of the Town Code Accordingly, Second Reading and Public Hearing

Community Development Director James Shockey stated this is the second reading of the ordinance and the request is to essentially combine the developer financial guarantees that are currently in our Town Code in multiple sections into one section. Mr. Shockey stated this ordinance would also create a new chapter two that expands the cost recovery and cost sharing mechanisms that we have in the Town Code not only to developers but to the Town as well. Mayor Kutrumbos opened the public hearing, hearing no comments. Mayor Kutrumbos closed the public hearing.

Councilor Art Ferrari moved and Councilor Mike Davlin seconded the motion approving Ordinance 550, An Ordinance Creating a New Title 9 Within the Winter Park Town Code to Consolidate and Create Developer Financial Guarantee, Public Improvement Cost Recovery, and Public Improvement Cost Sharing Requirements and Amending Titles 1, 6 and 8 of the Town Code Accordingly, Second Reading and Public Hearing. Motion carried by the following roll call vote:

Mike Davlin	“Aye”	Michael Periolat	“Aye”
Art Ferrari	“Aye”	Rebecca Kaufman	“Aye”
Jennifer Hughes	“Aye”	Jeremy Henn	“Aye”
Nick Kutrumbos	“Aye”		

4.c. Ordinance 551, An Ordinance Amending Sections 6-3-2 and 6-3-8 of the Winter Park Town Code to Add the 2021 Update to Design Guidelines, Second Reading and Public Hearing

Town Planner Hugh Bell stated this is the second reading of the design guidelines, which is a document that gives suggestions for how designs are carried out within the Town. Mr. Bell stated no further public comment has come in since the first reading of the ordinance and Staff recommends approval. Mayor Kutrumbos opened the public hearing, hearing no comments. Mayor Kutrumbos closed the public hearing.

Councilor Jeremy Henn moved and Mayor Pro Tem Michael Periolat seconded the motion approving Ordinance 551, An Ordinance Amending Sections 6-3-2 and 6-3-8 of the Winter Park Town Code to Add the 2021 Update to Design Guidelines, Second Reading and Public Hearing. Motion carried by the following roll call vote:

Jeremy Henn	“Aye”	Jennifer Hughes	“Aye”
Rebecca Kaufman	“Aye”	Art Ferrari	“Aye”
Michael Periolat	“Aye”	Mike Davlin	“Aye”
Nick Kutrumbos	“Aye”		

4.d. Resolution 1838, A Resolution Approving a Development Improvements Agreement Standard Form for A Frame Hotel Breckenridge, LLC

Town Planner Hugh Bell stated this is the development improvements agreement for the Ski Ranch project which is located at the old Adolf’s property in Old Town. Mr. Bell stated the improvements include demolishing existing infrastructure, grading, erosion control improvements, new parking lots, sidewalks, water and sanitary sewer infrastructure and electric and gas infrastructure. Mr. Bell stated Staff recommends approval with the following three conditions; surety is provided before work commences, Town Engineer approves the construction plans, and Town Engineer approves the EOPC (Engineer’s Opinion of Probable Cost).

Councilor Mike Davlin moved and Councilor Art Ferrari seconded the motion approving Resolution 1838, A Resolution Approving a Development Improvements Agreement Standard Form for A Frame Hotel Breckenridge, LLC. Motion carried: 7-0.

4.e. Resolution 1839, A Resolution Approving a Reduction to the Parking Requirements of Section 3.9 of the Standards and Specifications for Design and Construction, for Ski Ranch

Town Planner Hugh Bell stated this request is for Ski Ranch, the same property as mentioned above in Old Town, the applicant wants to reduce parking by 29%, 18 fewer off-street spaces. Mr. Bell stated the applicant has a lot of mature trees on their property and are trying to avoid cutting them down for more parking. Mr. Bell stated all hotel units are satisfied with parking, the parking reduction would only affect the hotel and retail space. Mr. Bell stated the applicant gave the following reason for the request, it is anticipated that the primary clientele for the restaurant and bar will be hotel guests. Mr. Bell stated the other public parking near the proximity. Mr. Bell stated Planning Commission did review this request on February 9, 2021 and recommend approval, Staff also recommends approval. Mayor Pro Tem Michael Periolat asked if Planning Commission had a robust conversation about this, since parking and snow storage are always a concern. Town Manager Keith Riesberg stated Staff and Planning Commission have done a fair amount of discussion with the applicant and done their due diligence on the parking reduction request.

Mayor Pro Tem Michael Periolat moved and Councilor Mike Davlin seconded the motion approving Resolution 1839, A Resolution Approving a Reduction to the Parking Requirements of Section 3.9 of the Standards and Specifications for Design and Construction, for Ski Ranch. Motion carried: 7-0.

4.f. Resolution 1840, A Resolution Approving the Rezoning of Lot 8, Griffin Park Subdivision from Residential Commercial District to Destination Center District

Community Development Director James Shockey stated this is a request to rezone 78260 US Hwy 40 located on the corner of King's Crossing Road and Main Street, also known as the Pub Property. Mr. Shockey stated the request is to rezone from R-C (Residential Commercial District) to D-C (Destination Center District), Staff did an analysis of the two different zone districts and what it would entail if rezoned. Mr. Shockey stated the biggest change would be to the setbacks and the height limit. Mr. Shockey stated Staff went through the criteria the Town Code requires to make sure it is compatible with the surrounding area and the downtown area in general. Mr. Shockey stated both documents, the Imagine Winter Park Plan and 2019 Downtown Plan reference the need to rezone the downtown properties to be consistent with the area. Mr. Shockey stated with the analysis that was done it is appropriate to rezone this property to D-C. Mr. Shockey stated public notification was sent and Staff received three comments, the comments were concerns about height limits. Mr. Shockey stated Planning Commission approved this item on January 26, 2021, and Staff also recommends approval. Council discussed concerns about height for the surrounding properties, and the applicant stated as of now there are no plans for the property to change. Mayor Kutrumbos opened the public hearing, hearing no comments. Mayor Kutrumbos closed the public hearing.

Councilor Mike Davlin moved and Mayor Pro Tem Michael Periolat seconded the motion approving Resolution 1840, A Resolution Approving the Rezoning of Lot 8, Griffin Park Subdivision from Residential Commercial District to Destination Center District. Motion carried: 7-0.

4.g. Resolution 1841, A Resolution Approving with Conditions the Preliminary Plat for Hideaway Junction Filing 2

Community Development Director James Shockey stated this is a request for the preliminary plat approval for filing two of Hideaway Junction, the second and final filing. Mr. Shockey stated the first filing was in 2005 for ten homes, which are located on Trestle Drive, the second filing will have 36 lots with two new roads that will intersect King's Crossing Road. Mr. Shockey stated with the analysis he can state the preliminary plat is in conformance with most of our guidelines. Mr. Shockey stated proper snow storage on site and proper open space still need to be worked out and it is being discussed. Mr. Shockey stated there is concern with possible wetlands on lots one through nine, that will require further analysis with the Town Engineers. Mr. Shockey stated Staff did send notice to review agencies and adjacent property owners, one public comment was received, and it has been answered by the Town Engineer. Mr. Shockey stated Planning Commission reviewed and approved the preliminary plat with the conditions listed on the resolution. Mr. Shockey stated Staff recommends approval.

Councilor Art Ferrari moved and Councilor Jeremy Henn seconded the motion approving Resolution 1841, A Resolution Approving with Conditions the Preliminary Plat for Hideaway Junction Filing 2. Motion carried: 7-0.

4.h. Resolution 1842, A Resolution Approving a Draft Grant Agreement with State of Colorado To Accept SB267 Funds (This is a title change from what was on posted Agenda)

Transit Manager Ivy Compton stated this title has been updated from what was on the posted agenda. Ms. Compton stated in 2020 Transit was awarded 2.6 million dollars for the construction of the transit maintenance facility however due to CDOT (Colorado Department of Transportation) delays Staff does not have the final agreement ready for Council to execute. Ms. Compton stated to keep the project moving forward and on time we are asking for Council to approve the draft grant agreement with the provision that the Town Attorney will review the final agreement before Mayor Kutrumbos executes it.

Councilor Rebecca Kaufman moved and Mayor Pro Tem Michael Periolat seconded the motion approving Resolution 1842, A Resolution Approving a Draft Grant Agreement with State of Colorado To Accept SB267 Funds. Motion carried: 7-0.

5. Town Manager's Report

Town Manager Keith Riesberg stated with the approval of the preliminary plat for phase two of Hideaway Junction, he wanted to recognize Assistant Town Manager Alisha Janes for securing a \$250,000-dollar DOLA (Department of Local Affairs) grant for the infrastructure of the project. Mr. Riesberg stated NWWCOG (Northwest Colorado Council of Governments) and CAST (Colorado Association of Ski Towns) are doing a mountain migration project study. Mr. Riesberg stated the study is to see how COVID has increased the amount of people moving to the mountains and the impacts that migration has had on mountain towns. Mr. Riesberg has been appointed to represent our County in this study.

6. Mayor's Report

Mayor Nick Kutrumbos stated he was approached by Boulder graduate students working on a study to increase Amtrack usage from Denver to Steamboat Springs, they wanted to know if Winter Park would be interested in participating by having a stop. Mayor Kutrumbos stated Amtrack is looking for a Northern route and other counties involved will be pushing for more rail service, however he reminded them that we do have an Amtrak stop.

7. Town Council Items for Discussion

Council discussed the length of meetings, if meetings look lengthy, they would prefer to hold executive sessions during the workshop time or hold a special meeting.

There being no further business to discuss, upon a motion regularly adopted, the meeting was adjourned at 6:23 p.m.

The next scheduled meeting of the Town Council will be Tuesday, March 2, 2021 at 5:30 p.m.

Danielle Jardee, Town Clerk



MEMO

TO Town Council
FROM Ivy Compton, Transit Manager
CC Town Manager Keith Riesberg
DATE March 2, 2020
RE Hanover Automatic Voice Announcement (AVA) Systems

Town Staff has successfully piloted Hanover’s Automatic Voice Announcement (AVA) system on one of our vehicles for the past year. Passenger information systems provide “This Stop” and “Next Stop” notification to ensure passengers know where they are at all times, better serving our riders and assist those with ADA needs – creating a stress-free journey.

Due to an increase in federal funding, Town Staff recommends a single-source procurement purchase request of this technology through Hanover Displays in order to keep continuity and compatibility with existing equipment on Town transit vehicles.

This technology will be added to 6 of the Towns newest Gilligs’ and added to additional vehicle purchases in the future. Town Staff Recommends the approval of the purchase request for Hanover’s Automatic Voice Announcement Systems to be purchased.

TOWN OF WINTER PARK
RESOLUTION NO. 1843
SERIES OF 2021

A RESOLUTION APPROVING A PURCHASE REQUEST FOR HANOVER AUTOMATIC VOICE
ANNOUNCEMENT SYSTEMS

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

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

WHEREAS, The Lift has successfully piloted Hanover Displays Automatic Voice Announcement System on one vehicle for the past year; and

WHEREAS, the Town has seen an increase in federal funding for transit operations; and

WHEREAS, this technology will be installed to six of the Town's newest transit vehicles,

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

Section 1. The Town Council hereby approves the purchase request for Hanover Automatic Voice Announcement Systems equipment to be installed on 6 of the Town's transit vehicles. Agreement in substantially the form attached hereto, subject to final approval of the Town Attorney.

APPROVED AND PASSED this 2nd day of March 2021 by a vote of _____ to _____.

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk

MEMO

TO Town Council

FROM Ivy Compton, Transit Manager

CC Town Manager Keith Riesberg

DATE March 2, 2021

RE Bid Award – Transit Administration, Storage, and Maintenance Facility –
Construction Manager/General Contractor

BACKGROUND

In 2017, the Town Council approved a Facilities Master Plan that identified the need for a new Transit Administration, Storage, and Maintenance Facility. In 2020, the Council awarded the bid to Oz Architecture for the facility design. As this project will be constructed using the Construction Manager/General Contractor process (CMGC), Town Staff conducted a request for proposal process to bring a CMGC on board to assist with the final design, provide preliminary budgets, and ultimately develop a guaranteed maximum price.

ANALYSIS

Staff began a Request for Proposals process in December 2020 that included a mandatory pre-bid meeting as part of the process. 16 construction firms attended the mandatory meeting. Eight firms ultimately submitted proposals to the Town. Of those eight, the selection committee comprised of Keith Riesberg, Gerry Vernon, Ivy Compton, Kevin Vecchiarelli, Joe Levi, Kevin Schaffer, and Michael Koch interviewed the following three firms:

FCI Constructors, Frederick, Colorado

Hyder Construction, Denver, Colorado

Saunders Construction, Englewood, Colorado

Following the interviews, the Committee selected Saunders as the most qualified firm for construction manager/general contractor. for the following reasons:

They have been the CMGC for numerous maintenance facilities, including constructing the Public Work Facility in an exemplary manner. Most every facet of construction went well and when it did not, as with any construction project, they adapted and changed

strategies to keep the project on schedule with no increase in costs. For example, when the 60,000-gallon fire suppression water tank floated up on the north end, they quickly moved crews to the south end and rearranged the construction schedule so that crews could continue to work while the tank was repaired and reset.

The selection committee is concerned about the availability of sub-contractors with the construction boom in Colorado and especially in Grand County next year. The construction schedule is tight due to the necessity of completing the facility before the Winter of 2022. Saunders has the capacity to self-perform construction services, including concrete work, so that if problems arise, they can complete the work. Typically, Saunders performs about 10% of the total work.

Saunders will engage all qualified local contractors to provide them the opportunity to competitively bid the work. More specifically, they propose to reach out to the following local sub-contractors: Moore Brothers Painting, The Roofing Company, Power to the People, Esco, Nick's Dirt Works, Grand County Landscaping, Mountain States Snowcats, Alpine Landscaping, Grand County Landscaping, and Skinny Traffic Trails..

The Selection Committee was also impressed with Saunders sophisticated and advanced preconstruction services that will include a comparison of durability of various materials, potential schedule and phasing impacts, sustainability goals, overall aesthetics, and logistical considerations to the project's total cost. The goal is to maximize the scope of the facility within the established budget.

RECOMMENDATION

Staff recommends the Town Council award the bid for Construction Manager/General Contractor of The Lift Operations Center to Saunders Construction and authorize the Mayor to execute the construction contracts subject to approval of the Town Attorney with the following motion:

Town Staff recommends the Town Council award the bid for Construction Manager/General Contractor for The Lift Operations Center to Saunders Construction and authorize the Mayor to execute the construction contracts, including preconstruction services, subject to approval of the Town Attorney with the following motion:

I move to approve Resolution 1844 awarding the bid for CMGC services to Saunders Construction.

Alternative Motion

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

I move to deny the award of bid to Saunders Construction due to the following findings of fact:

- _____
- _____
- _____

TOWN OF WINTER PARK
RESOLUTION NO. 1844
SERIES OF 2021

A RESOLUTION APPROVING BID FOR CMGC SERVICES – LIFT OPERATIONS CENTER

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

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

WHEREAS, The Lift was awarded a grant in the amount of \$2,600,000.00 from Senate Bill 267 that will be distributed by the State of Colorado and is to be utilized for the construction of the new Winter Park Transit Maintenance, Storage, and Administration Facility; and

WHEREAS, The Lift was awarded a grant in the amount of \$12,000,000 from 5339(b) that will be distributed by the State of Colorado and is to be utilized for the construction of the new Lift Operations Center; and

WHEREAS, the Town identified a new transit facility as a priority capital facility need; and

WHEREAS, the construction manager/general contractor process shall be followed to construct the facility; and

WHEREAS, CMGC costs were programmed into the 2021-2022 Capital Improvements Budget; and

WHEREAS, said CMGC services were properly bid according to the Town's purchasing Policy; and

WHEREAS, the Town Council wishes this construction to begin in fiscal year 2021;

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

Section 1. The Town Council hereby approves the bid to Sanders Construction for pre-construction services and authorizes the Mayor to execute the professional services contract subject to the approval of the Town Attorney.

APPROVED AND PASSED this 2nd day of March 2021 by a vote of _____ to _____.

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 February 26, 2021
RE Second Amendment to Marketing & Naming Rights Agreement

Background

In May, 2018 the Town entered into a Marketing & Naming Rights Agreement (Agreement) with Rendezvous Colorado, LLC (Rendezvous) granting the marketing and naming rights for the Rendezvous Event Center (REC) in Hideaway Park. This agreement provided Rendezvous the rights for a fifteen-year period (2018 - 2033). A first amendment to the Agreement was approved in September, 2018 establishing a principal and interest payment schedule. Under this schedule, all principal and interest payments were to be received from Rendezvous by December 31, 2027. Because the COVID-19 pandemic prevented the activation of the REC in 2020, a Second Amendment has been proposed that will delay the 2020 principal payment until December 31, 2028.

Analysis

The Agreement entered into with Rendezvous anticipated the use of the REC in Hideaway Park for concerts and multiple special events that would provide Rendezvous marketing opportunities. In addition to the marketing opportunities, the Agreement outlined specific benefits Rendezvous was to receive in return for the compensation paid to the Town. Due to the COVID-19 pandemic, the Town was prevented from hosting events at the REC, resulting in a reduced benefit to Rendezvous.

The original agreement granted the naming rights for a period of fifteen-years (2018 – 2033). Under the established payment schedule, Rendezvous was to complete the required principal and interest payments by December 31, 2027. Under the proposed Second Amendment, the December 31, 2020 principal payment of \$250,000 would be postponed until December 31, 2028. Under this approach, the total principal value of the Agreement (\$2,500,000) would remain the same. The 2020 interest payment of \$85,000 has been made. Because Rendezvous retains the naming rights until 2033, postponing the principal payment to a future year does not extend or increase the rights granted to Rendezvous.

Recommendation

Staff believe the proposed Second Amendment provides a fair adjustment to the Agreement in light of the COVID-19 pandemic impact on the community's special events. Because of this, staff recommends approval of the Resolution approving the Second Amendment as submitted for your consideration.

Should the Town Council wish to approve the Resolution approving the Second Amendment, the following motion should be made:

I move to approve Resolution 1845 as presented.

Should the Town Council wish to deny the proposed resolution approving the Second Amendment, the following motion should be made:

I move to deny Resolution 1845 as presented.

If the resolution is not adopted, the existing Agreements will govern.

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

TOWN OF WINTER PARK
RESOLUTION NO. 1845
SERIES OF 2021

A RESOLUTION APPROVING THE SECOND AMENDMENT TO THE
MARKETING AND NAMING RIGHTS AGREEMENT WITH RENDEZVOUS
COLORADO, LLC AND THE WINTER PARK & FRASER CHAMBER

WHEREAS, in 2018 the Town approved the marketing and naming rights agreement with Rendezvous Colorado, LLC and the Winter Park & Fraser Chamber that contained a payment schedule;

WHEREAS, due to the COVID-19 pandemic, the Town was unable to host concerts and events at the Rendezvous Event Center, resulting in a reduced value of the agreement;

WHEREAS, the Town Council wishes to amend the agreement to adjust the compensation schedule previously approved to allow the 2020 principal payment to be paid by December 31, 2028;

WHEREAS, delaying the 2020 principal payment to 2028 maintains the value of the agreement and provides a fair adjustment to reflect the limited marketing opportunities in 2020; and

WHEREAS, the Town Council has reviewed the Second Amendment to the Marketing and Naming Rights Agreement with Rendezvous Colorado, LLC and the Winter Park & Fraser Chamber.

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

Section 1. The Second Amendment to the Marketing and Naming Rights Agreement with Rendezvous Colorado, LLC and the Winter Park & Fraser Chamber is approved in substantially the form attached hereto, subject to final approval by the Town Attorney, and the Mayor is authorized to execute the same on behalf of the Town.

PASSED, ADOPTED AND APPROVED this 2nd day of March, 2021.

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk

SECOND AMENDMENT TO MARKETING AND NAMING RIGHTS AGREEMENT

THIS SECOND AMENDMENT TO MARKETING AND NAMING RIGHTS AGREEMENT (the "Amendment") is made as of the ____ day of _____, 2021 (the "Effective Date"), by and among the Town of Winter Park, a Colorado home rule municipality (the "Town"), Rendezvous Colorado, LLC, a Colorado limited liability company (the "Developer"), and the Winter Park Chamber of Commerce doing business as the Winter Park/Fraser Valley Chamber of Commerce, a Colorado nonprofit corporation (the "Chamber") (each a "Party" and collectively the "Parties").

WHEREAS, the Parties entered into a Marketing and Naming Rights Agreement dated May 24, 2018, under which the Town, Developer, and Chamber agreed to grant Developer certain naming rights to the Stage Facility in Hideaway Park, which the Parties amended by the First Amendment to the Marketing and Naming Rights Agreement dated September ___, 2018 (together, the "Agreement"); and

WHEREAS, the Parties wish to adjust the Compensation Schedule in the Agreement to recognize the impacts of the COVID-19 pandemic and extend payment of the annual principal amount for one year.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Section 6 of the Agreement is hereby replaced and shall read as follows:

6. Compensation: In exchange for the rights described above, the Developer shall pay to the Town the sum of \$2,500,000 plus interest at the current U.S. Federal Prime Rate of 4.25% according to the following payment schedule:

Payment	Annual Payment	Interest	Total Payment	Due Date
1	\$250,000	N/A	\$250,000	Effective Date (paid)
2	\$250,000	\$95,625	\$345,625	December 31, 2019 (paid)
3		\$85,000		December 31, 2020 (paid)
	\$250,000		\$335,000	Delayed to December 31, 2028
4	\$250,000	\$74,375	\$324,375	December 31, 2021
5	\$250,000	\$63,750	\$313,750	December 31, 2022
6	\$250,000	\$53,125	\$303,125	December 31, 2023

7	\$250,000	\$42,500	\$292,500	December 31, 2024
8	\$250,000	\$31,875	\$281,875	December 31, 2025
9	\$250,000	\$21,250	\$271,250	December 31, 2026
10	\$250,000	\$10,625	\$260,625	December 31, 2027

2. All remaining provisions of the Agreement shall remain unchanged and in full force and effect

WHEREFORE, the Parties have executed this Second Amendment as of the Effective Date.

TOWN OF WINTER PARK, COLORADO

 Nick Kutrumbos, Mayor

ATTEST:

 Danielle Jardee, Town Clerk

RENDEZVOUS COLORADO, LLC,

 By:

STATE OF COLORADO)
) ss.
 COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2021, by _____, as _____ of Rendezvous Colorado, LLC.

WITNESS my hand and official seal.

MY COMMISSION EXPIRES: _____

 Notary Public

[SEAL]

MEMO

TO Mayor and City Council
FROM Keith Riesberg, Town Manager
CC
DATE February 26, 2021
RE Grant application for Open Lands, Rivers & Trails funding

Background

Grand County established the Open Lands, Rivers and Trails (OLRT) Fund to support projects that preserve natural areas, scenic open lands, wildlife habitat, wetlands and river access. The Town of Winter Park is submitting a grant application to pursue the acquisition of land which will preserve public access to a portion of the Fraser River within Winter Park. The acquisition of property will also serve other public benefits, such as preserving wetlands, wildlife habitat and creating opportunities for the extension of the Fraser River Trail. This resolution authorizes staff to submit the application and commits the Town's funding for a grant match.

Analysis

As a local government, the Town of Winter Park is eligible to pursue grant funding from Grand County's OLRT Fund. The OLRT Fund is funded by a 0.3% sales taxes collected throughout the County. Since its establishment in 2017, the Town of Winter Park has not been an applicant nor received any funding through this program.

The Town is pursuing the purchase of property that would accomplish the County's stated objectives. The intent of the potential property acquisition is to:

- Preserve a corridor of wetlands and natural habitat adjacent to the Fraser River. Ideally this corridor would be approximately 300' in width and will allow for a future extension of the Town's trail network.
- Preserve public access to approximately 1000 feet of the Fraser River as it winds through Winter Park.
- Support other public purposes.

The Town is seeking \$800,000 of OLRT Funds for the potential purchase of property. It is anticipated the purchase of property could exceed \$2 million in costs. In addition to the \$800,000 being requested from the OLRT Fund, the Town will be pursuing other grant funds to acquire this critical property. Grand County Water & Sanitation District #1 will also be contributing funding to this acquisition.

Should the Town not move forward with efforts to secure funding to purchase the property in question, it is anticipated to be developed for private residential uses. This development would likely limit the public access to this portion of the Fraser River.

Recommendation

Staff recommends approval of the Resolution authorizing the submittal of the Open Lands, Rivers and Trails grant application and committing Town funding for this project.

Should the Town Council wish to approve the Resolution approving the grant application and committing funding, the following motion should be made:

I move to approve Resolution 1846 as presented.

Should the Town Council wish to deny the Resolution approving the grant application and committing funding, the following motion should be made:

I move to deny Resolution 1846 as presented.

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

TOWN OF WINTER PARK

RESOLUTION NO. 1846
SERIES OF 2021

A RESOLUTION SUPPORTING A GRANT APPLICATION FOR FUNDING FROM GRAND COUNTY'S OPEN LANDS, RIVERS AND TRAILS FUND AND COMMITTING FUNDS FOR THE PROJECT.

WHEREAS, Grand County's Open Lands, Rivers and Trails Fund provides funding to local governments to preserve natural areas, scenic open lands, wildlife habitat, wetlands and river access;

WHEREAS, the Town of Winter Park is pursuing property acquisition that will achieve Grand County's stated objectives as well as other public objectives.

WHEREAS, the Town of Winter Park is financially constrained and will be unable to acquire the desired property without securing outside funding; and

WHEREAS, the Town of Winter Park commits to providing required matching funds using general fund dollars as well as pursuing additional funds for the potential property acquisition.

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

1. The Town Council strongly supports the grant application to the Grand County Open Lands, Rivers and Trails Fund for acquisition of property that will preserve natural areas, wildlife habitat, wetlands and river access within the Winter Park community.
2. The Town Council will provide the matching funds for the property acquisition and will pursue other funding partners to participate in the land acquisition.
3. If the grant is awarded, the Town Council will expeditiously pursue completion of the property acquisition.

APPROVED AND PASSED this 2nd day of March, 2021, by a vote of ___ to ___.

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk

MEMO

TO Town Council

FROM Alisha Janes, Assistant Town Manager & Dani Jardee, Town Clerk

CC Town Manager Keith Riesberg

DATE February 26, 2021

RE Short-Term Rental Registration Ordinance

Background

At the March 3, 2020 Council Meeting, Council appointed the Short-Term Rental Advisory Committee. While the initial work of the committee was delayed by spring COVID-19 restrictions, the committee began meeting in September and met regularly throughout the fall to thoughtfully consider a policy recommendation on registering short-term rentals in the community. The committee presented an initial recommendation at the January 5th Council Workshop and held an open house on January 26th in order to get feedback on the draft policy from the community. The Advisory Committee formally approved the policy recommendation at their final meeting on February 9th.

Analysis

The adoption of a short-term rental registration for the community of Winter Park brings our regulations in-line with other nearby municipalities and areas of unincorporated Grand County. The proposed ordinance would require property owners to register a short-term rental with the Town prior to advertising the property for rent and list the designated registration number on any advertisement. The registration will be an annual registration running from October 1st to September 30th each year.

Fee

The fee associated with the annual registration will be collected as revenues into the general fund and will be used to offset the costs of administrating the registration program. The advisory committee has recommended a \$150 annual registration fee, which will be adopted by a separate resolution. Potential costs associated with administering the program could include additional administrative staff, professional services to administer the online registration and fee collection, an answering service to address complaint calls, and the possible future addition of a code compliance officer.

Community Impacts and Safety Protocols

Short-term rental owners will be required to certify as part of the registration process their compliance with a number of safety protocols and regulations intended to curb neighborhood impacts of short-term rentals including parking, noise, safe garbage disposal, open burning, and drought mitigation. Short-term renters will not be permitted to park overnight on Town streets and instead will be required to park on-site at the short-term rental or off site in another permitted parking garage. The number of available parking spaces must be listed in the advertisement. Additionally, short-term rentals will be required to comply with existing noise, trash, and open burning ordinances. When registering, short-term rental operators will need to certify that rental units have working smoke and carbon dioxide detectors, comply with town building and technical codes, and that any wood burning fireplaces have undergone annual cleaning.

Responsible Agents

All owners will be required to name a responsible agent that can respond to complaints or issues within one hour -twenty-four hours per day, seven days per week. The responsible agent can be a property management company, the property owner, or another listed individual who is able to respond effectively within sixty minutes.

Penalties and Revocation

Violating the requirement to register or registered properties that violate the adopted policies can be subject to warnings, a \$500 fine for a 2nd offense, or a \$1000 fine and/or a two-year registration prohibition for a third offense.

Special Use Permit for Occupancy over 20

The short-term rental advisory committee recommended that rentals with a permitted occupancy over 20 individuals be required to submit a special use permit to the Planning and Zoning Commission.

Recommendation

Staff recommends approval of Ordinance 552, amending title 3 of the Winter Park Town Code by the addition of a new chapter 10 concerning short-term rental units.

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

I move to approve Ordinance 552, amending title 3 of the Winter Park Town Code by the addition of a new chapter 10 concerning short-term rental units.



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

I move to deny Ordinance 552, amending title 3 of the Winter Park Town Code by the addition of a new chapter 10 concerning short-term rental units.

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

**TOWN OF WINTER PARK
ORDINANCE NO. 552
SERIES OF 2021**

**AN ORDINANCE AMENDING TITLE 3 OF THE WINTER PARK
TOWN CODE BY THE ADDITION OF A NEW CHAPTER 10
CONCERNING SHORT-TERM RENTAL UNITS**

WHEREAS, Town Council appointed the Short-Term Rental Advisory Committee on March, 3, 2020;

WHEREAS, the Short-Term Rental Advisory Committee has met on numerous occasions to investigate the impacts of short-term rentals on the community, studied similar policies from neighboring communities, and gathered input from the community on a proposed policy;

WHEREAS, the Short-Term Rental Advisory Committee has found that the recommended additions to the Winter Park Town Code are necessary to provide for public safety, and limit the impacts of short-term rentals on existing neighborhoods, and the availability of workforce housing; and

WHEREAS, the Short-Term Rental Advisory Committee has recommended the adoption of the following ordinance by Town Council.

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

Section 1 Title 3 of the Winter Park Town Code is hereby amended by the addition of a new Chapter 10 to read as follows:

Short-Term Rental Registration

Section 3-10-1: Title:

This chapter shall be known as the Short-Term Rental Registration Ordinance.

Section 3-10-2: Purpose:

The purpose of this Chapter is to facilitate the registration of short-term rental units subject to appropriate restrictions and standards and to allow for varied accommodations and experiences for visitors while retaining the character of residential neighborhoods and protecting the public health, safety, and welfare.

Section 3-10-3: Definitions:

A. "Short-term rental" of property shall mean the renting or offer to make available, by way of a rental agreement, lease, permit, or any other means whether

oral or written, for compensation or consideration, of residential property, a dwelling unit, or a portion thereof located within the Town, for a period of less than thirty (30) consecutive days.

B. "Responsible Agent" shall mean a management company, rental agent, or individual who is identified by a registered owner as the registered owner's responsible agent.

Section 3-10-4: Registration Requirement.

A. It shall be unlawful for any person or booking service provider to operate or advertise to rent any short-term rental unit without first registering with the Town Manager or designee.

B. Each short-term rental unit shall be registered separately. The short-term rental registration does not run with the unit but is issued to the specific owner of a specific short-term rental unit. The registration shall not be transferred or assigned to another individual, person, entity, or address but may be managed by a third-party on behalf of the owner.

C. Any person found to be advertising for rent or renting a short-term rental unit without registering with the Town shall be notified by certified mail to resolve all violations. Upon receipt of the notice, the owner of the short-term rental unit shall have ten (10) business days to correct the violation(s). Corrective options shall include without limitation removing the offending advertisement, terminating the rental of the offending unit(s), or by registering the short-term unit with the Town. If the owner of the short-term rental unit fails to correct the violations or receives subsequent violations, the owner shall be subject to the fines as provided in Section 3-10-6 of this Chapter. Each day a violation exists shall be considered a separate offense.

D. Commercial hotels or inns with single ownership shall be exempt from the requirements of this chapter.

E. A sales tax license shall be required for all short-term rental units. Short-term rental units utilizing a property management company shall be permitted to operate under a collective sales tax license with a valid short-term rental registration for the individual property. Proof of a collective sales tax license shall be provided to the Town upon registering a short-term rental.

F. The term of a registration shall be for 12 months; annual renewal is required. Registration fees shall be set by resolution of Town Council.

3-10-5: Conditions for All Short-Term Rental Units:

A. The owner of a short-term rental unit registered pursuant to this Chapter

shall be subject to the following requirements:

1. An advertisement offering to rent a short-term rental unit shall prominently display the unit's short-term rental registration number in the advertisement as, "Winter Park Short-Term Rental Registration No. [insert number]." Failure to prominently display the required information in any advertisement of the unit shall be considered a violation of this Section.

2. The motor vehicles of all occupants of the short-term rental unit shall be parked only on the site of the unit, or in a Town designated parking area. No motor vehicles shall be parked on the lawn or landscaped areas of a unit or in the public street or right of way adjacent to the unit. No person shall be permitted to stay overnight in any motor vehicle, which is parked at a short-term rental unit. All forms of advertisement for the short-term rental unit shall list the number of available on-site parking spots provided. If no on-site parking is provided, the advertisement shall list that no parking is provided, and that no on-street parking is permitted.

3. The storage and disposal of all trash and garbage from a short-term rental unit shall comply with the requirements of Title 4, Chapter 10 of this Code.

4. Occupants of a short-term rental unit shall not cause unreasonable noise in violation of Section 4-1-4 of this Code.

5. No short-term rental unit shall be operated in such a manner as to constitute a nuisance pursuant to Title 4, Chapter 12 of this Code.

6. Open burning at the site of a short-term rental unit shall be permitted in accordance with Section 4-1-3 of this Code.

7. If additional burning restrictions or drought mitigation restrictions adopted by the Grand County Board of Commissioners or the Town are in effect, the owner of the short-term rental unit shall post this information in the unit in a conspicuous location.

8. At the time of registration, a responsible agent shall be identified by name, address, and telephone number and shall be authorized by the owner of the short-term rental unit to receive communications from the Town concerning the unit. The designated responsible agent may be changed by the owner during the term of the registration. The owner shall notify the Town of the change, in writing at least seven (7) days prior to the change, and shall provide the name, address and telephone number of the replacement responsible agent.

a. The responsible agent, or such agent's employee or designee, shall be available twenty-four (24) hours per day, seven (7) days

per week, to respond to any complaint, about the operation or condition of the short-term rental unit, filed with or through the Town, or a website provided by the Town for the submission of complaints. The responsible agent shall respond within sixty (60) minutes of receiving notice of a complaint. The responsible agent's failure to respond to a complaint, as required by this Section, shall be a violation enforced against the short-term rental unit and the owner and subject to Section 3-10-6. Complaints regarding the operation or condition of the short-term rental unit shall include without limitation those defined in the Town's administrative rules and regulations.

b. An alternate responsible agent may be identified by the owner in the event that the designated responsible agent is not successfully contacted by the Town in response to a complaint or regarding a violation of the Town's administrative rules and regulations. The owner shall provide the same information for an alternate responsible agent as required under Section 3-10-5(A)(8).

B. Each short-term rental unit shall comply with all of the following minimum health and safety standards at all times while the property is being occupied:

1. The applicable requirements of the Town's building and technical codes adopted by reference in Title 6, Chapter 1 of this Code;

2. The applicable requirements of any other ordinance, rule, or administrative regulation of the Town;

3. The terms and conditions of any development permit issued to the owner with respect to the short-term rental unit;

4. Smoke detectors, carbon monoxide detectors, and fire extinguishers installed in the unit and shall be operable at all times;

5. Wood-burning fireplaces and stoves inside the short-term rental unit cleaned on an annual basis; and

6. All pets shall be subject to Title 4, Chapter 2 of this Code.

C. All property and sales taxes that are lawfully assessed against a short-term rental unit shall be paid to the appropriate taxing authority.

D. Owner Liable: Compliance with the conditions set forth in this Chapter shall be the nondelegable responsibility of the owner of the short-term rental unit, and each owner of a short-term rental unit shall be strictly liable for compliance with the conditions set forth in this Chapter.

E. Owner to Receive Conditions: At the time of the issuance of a registration, the Town shall provide the owner with a copy of the conditions set forth in this section.

1. Owner to Post Registration and Conditions: The owner shall post a copy of the registration and the conditions set forth in this section in a conspicuous location within the short-term rental unit.

2. Owner to Provide Responsible Agent With Conditions: The owner shall provide the responsible agent with a copy of the conditions set forth in this section.

Section 3-10-6: Penalties and Revocation

A. It is unlawful to violate any provision of this chapter. Violations of this Chapter shall be civil infractions. Each day a violation exists shall be deemed a separate offense and be punishable as such.

B. Town Code and registration violation penalties are as follows and are considered within a registration's 12-month term:

1. 1st offense - warning;
2. 2nd offense - five hundred dollar (\$500) fine; and
3. 3rd & subsequent offenses - one thousand dollar (\$1000) fine and/or short-term rental registration prohibited for two (2) years.

C. Enforcement of this chapter may be initiated any of the following ways:

1. A citation may be served by posting on the front door of the short-term rental unit, or by personally serving the owner or the responsible agent, or by mailing first class or certified mail to the last known address of the owner or responsible agent; or

2. A summons and complaint may be served on the owner of the short-term rental unit as provided in the Colorado Municipal Court Rules of Civil Procedure; or

3. A summons and complaint may be served on the responsible agent or the associated property management company of the short-term rental unit as provided in the Colorado Municipal Court Rules of Civil Procedure.

D. In addition to the penalties described above, the Town shall have any and all remedies provided by law and in equity for a violation of this chapter, including without limitation: damages; specific performance; and injunctive relief, including without limitation an injunction requiring eviction of any occupants of the short-term rental unit and an injunction to prohibit the occupancy of the property in violation of

this chapter. All remedies shall be cumulative.

Section 2. Effective date. This Ordinance shall take effect on October 1, 2021.

INTRODUCED, APPROVED ON FIRST READING, AND ORDERED PUBLISHED IN SUMMARY this __ day of March, 2021. A public hearing shall be held at the regular meeting of the Winter Park Council on the _____ day of March, 2021, 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 Town Council

FROM James Shockey, Community Development Director

THROUGH Keith Riesberg, Town Manager

DATE March 2, 2021

RE Ordinance 553, Series 2021 – Vasquez Road Reimbursement Pursuant to Section 9-2-2(E) of the Winter Park Town Code

Background

The Town entered into a Cost Sharing and Reimbursement Agreement with the Fraser River Development Co. LLC (FRD) in 2019 to construct improvements within the Vasquez Road right-of-way east of Main Street. The improvements included drainage, paving and sidewalk installation. The cost sharing agreement required FRD to complete all the improvements and the Town to reimburse for a portion of the improvements. The cost allocation is further described in Resolution 1707, Series 2019.

Analysis

Section 9-2-2 of the Winter Park Town Code allows the Town to allocate and recover the costs of construction of public improvements to adjacent property owners based on the benefit of such improvement to said owners. The Town's portion of public improvements installed on Vasquez Road cost \$235,652.06. Ordinance 553, Series 2021 allocates and imposes that cost upon the two benefited properties in proportion to the benefits received by such properties. The proportional share has been allocated based on property frontage along Vasquez Road.

Staff Recommendation

Staff recommends approval of Ordinance 553, Series 2021 an ordinance imposing the proportional costs for construction of Vasquez Road on the benefited properties pursuant to Section 9-2-2(E) of the Winter Park Town Code.

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

I move to approve Ordinance 553, Series 2021 an ordinance imposing the proportional costs for construction of Vasquez Road on the benefited properties pursuant to Section 9-2-2(E) of the Winter Park Town Code.



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

I move to deny Ordinance 553, Series 2021 an ordinance imposing the proportional costs for construction of Vasquez Road on the benefited properties pursuant to Section 9-2-2(E) of the Winter Park Town Code.

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

**TOWN OF WINTER PARK
ORDINANCE NO. 553
SERIES OF 2021**

**AN ORDINANCE IMPOSING THE PROPORTIONAL COSTS FOR
CONSTRUCTION OF VASQUEZ ROAD ON THE BENEFITTED
PROPERTIES PURSUANT TO SECTION 9-2-2(E) OF THE WINTER
PARK TOWN CODE**

WHEREAS, the Winter Park Town Code (the "Code") at Section 9-2-2 allows the Town to allocate and recover the costs of construction of public improvements to property owners based on the benefit of such improvement to said owners;

WHEREAS, the Town may require a developer to install public improvements sufficient to serve surrounding lands as determined necessary for sound service planning and future property development;

WHEREAS, the Town did so in connection with Vasquez Road improvements and Fraser River Development CO, LLC ("FRDC"), as part of the Final Development Plan for Roam Winter Park, recorded on June 14, 2018, at Reception No. 2018004495 in the real property records for Grand County, as evidenced by Resolution No. 1707, Series 2019, dated July 2, 2019, approving the cost sharing and reimbursement agreement between the Town and FRDC (the "Agreement");

WHEREAS, pursuant to the Agreement and as shown in **Exhibit A**, attached hereto and incorporated herein, the Town is obligated to pay FRDC \$235,652.56 for the actual costs of materials, labor, equipment and other costs directly related to the construction of an additional 561 feet of Vasquez Road improvements in excess of those necessitated by Roam Winter Park, as determined necessary by the Town to serve surrounding properties; and

WHEREAS, with the Vasquez Road improvements in place, and as required by Section 9-2-2(E) of the Code, the Town now wishes to allocate and impose its costs for the additional Vasquez Road improvements upon the benefited property owners in proportion to the benefits received by such property owners.

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

Section 1. The 561 feet of additional Vasquez Road improvements paid for by the Town pursuant to the Agreement (the "Improvement") are hereby declared to specifically benefit the property on north Vasquez Road currently owned by KKPC WP, LLC, a Colorado limited liability company, as more particularly described in **Exhibit B** attached hereto and incorporated herein (the "KKPC WP Property"), and the property on south Vasquez Road currently owned by Mark Bishop, as more particularly described in **Exhibit C**, attached hereto and incorporated herein (the "Bishop Property")(together the "Benefited Properties").

Section 2. The cost of the Improvements are hereby assessed against the Benefited Properties according to the frontage of each property to Vasquez Road as follows:

Property	Proportion	Assessed Amount
KKPC WP Property Exhibit B	295 feet of Vasquez Road frontage; 53% of the Improvements	<u>\$124,895.86</u>
Bishop Property Exhibit C	266 feet of Vasquez Road frontage; 47% of the Improvements	<u>\$110,756.70</u>

Section 3. This Ordinance shall serve as the final statement of construction costs for the Improvements according to Section 9-2-5 of the Code, shall be recorded with the Grand County Clerk and Recorder, and shall create a first and prior lien upon the Benefited Properties in the Assessed Amounts set forth above.

Section 4. The respective Assessed Amount shall be due and payable at the time of the recording of a final plat for any portion of the Benefited Properties or at such time as application is made for a building permit within the Benefited Properties, whichever occurs first. Pursuant to Code, Sec. 9-2-8, the Town may withhold building permits within the Benefited Properties until the Assessed Amount is paid.

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

Exhibit "A"

Fraser River Development Co LLC

INVOICE

1500 Wynkoop St
Suite 200,
Denver Co 80202

INVOICE # 101
10/31/2020

TO:
James Shockey
Town of Winter Park
50 Vasquez Rd
PO Box 3327
Winter Park, Co 80482

DESCRIPTION	Total Due
Vasquez Road improvements and landscaping per cost sharing agreement (details on next page)	\$235,652.56

Make Checks payable to Fraser River Development Co LLC with 15 days.

Details of invoice

Notes:						
Mob as a % of work	3.65%				Cost Sharing Estimate R2	
Half Traffic control	\$9,875				WWH	
Our Prof Serv. Est.	5.70%				8/22/2020	
Area of Pave/conc (SY)	Used for ABC & Pave				formula	notes
Town	875.56				$(16*410+(33*20*2))/9$	length* width plus curb returns on Hwy 40
FRDC	968.33				$(410*20+(2*0.5*20*20)+1*115)/9$	legth*width plus curb returns plus sawcut
Percentage of Roadway Improvements	Used for Import and Subgrade prep					
Town	47.48%					as a percent of the above
FRDC	52.52%					as a percent of the above
Town Portion		Quantaty	Unit	Unit Price		Notes
Mobilization		1	LS	\$2,983.87	\$2,983.87	Based on a % of work. Per bid mob was \$83,500 total was \$2.29M, wich is 3.65%. Only taken on items 3-10
Traffic Control		1	LS	\$4,937.50	\$4,937.50	Bid was for 2 intersections, therefooe used 1/2 of 1/2 of the bid price. Bid was \$19,750
Import		297.58	CY	\$11.28	\$3,356.73	Estimated a one foot fill over the area to be preped
Subgrade prep and proofroll		892.75	SY	\$0.15	\$133.91	Totaled all areas (and length of C&G *2.5)
Aggregate Base Course 4"		641.12	SY	\$10.50	\$6,731.80	Under C&G,sidewalk and ramps
Curb & Gutter		655	LF	\$36.07	\$23,625.85	added to lengths, less 30 LF for the 3 10' type Rs
Concrete Sidewalk 4"		405.21	SY	\$61.65	\$24,981.47	sum of areas
Concrete Sidewalk 6"		79.44	SY	\$84.04	\$6,676.51	130 lf * 5.5 WIDE
Curb Ramps		53.96444	SY	\$189.00	\$10,199.28	Sum of areas
Driveway Pavement		49.65556	SY	\$27.55	\$1,368.01	Area
Driveway ABC		454.9267	SY	\$10.50	\$4,776.73	Used a 12" thickness for 3 without paving, but don't have unitl price for that, so doubled area and used 6" Unit price
Signs	None per site plan					
Striping	None per site plan					
				SUBTOTAL	\$89,771.67	
				Prof Const. Services (7%)	\$6,284.02	
				Total	\$96,055.68	
Drainage Improvement						
Mobilization		1	LS	\$3,707.32	\$3,707.32	
4' ID Manhole		1	EA	\$4,805.00	\$4,805.00	
5' ID Manhole		1	EA	\$5,550.00	\$5,550.00	
10' Type R inlet		3	EA	\$13,650.00	\$40,950.00	
Type D inlet		1	EA	\$8,945.00	\$8,945.00	
18" RCP		11	LF	\$59.69	\$656.59	
24" RCP		23	LF	\$79.71	\$1,833.33	
30" RCP		286	LF	\$84.50	\$24,167.00	
Existing Utility Crossing		3	EA	\$3,621.00	\$10,863.00	
Existing Utility Crossing (HPG)		1	EA	\$3,925.00	\$3,925.00	
				SUBTOTAL	\$105,402.24	
				Prof Const. Services (7%)	\$7,378.16	
				Total	\$112,780.39	
Landscape Improvement						
Screened Top soil		8	EA	\$800.00	\$6,400.00	
Mobilization		1	LS	1050	\$1,050.00	
Aspen		23	EA	390	\$8,970.00	
Chokecherry		18	EA	410	\$7,380.00	
HydroSeeding		5737	SF	0.22	\$1,262.14	
				SUBTOTAL	\$25,062.14	
				Prof Const. Services (7%)	\$1,754.35	
				Total	\$26,816.49	
				GRAND TOTAL	\$235,652.56	

Note: still shrubs and other landscaping invoice expected in Spring of 2021

Exhibit "B"

Legal Description

PARCEL C:

A TRACT OF LAND LYING WITHIN THE NORTHEAST $\frac{1}{4}$ OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN, A SAID TRACT BEING EAST OF AND ADJACENT TO LOT 5, BLOCK 1, HIDEAWAY PARK, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 5, THENCE SOUTH $30^{\circ}05'$ EAST, 208 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5'

THENCE SOUTH $89^{\circ}29'$ EAST, ALONG THE SOUTH LINE OF SAID LOT 5, EXTENDED FOR 100 FEET, THENCE NORTH AT RIGHT ANGLES TO THE SOUTH LINE OF DRIVE SHOWN ON AFOREMENTIONED PLAT, THENCE WESTERLY ALONG THE SOUTH LINE OF SAID DRIVE TO THE PLACE OF BEGINNING;

EXCEPT THAT PORTION OF THE SUBJECT PROPERTY CONVEYED BY RICHARD R. MULLIGAN TO THE MOUNTAIN STATE TELEPHONE AND TELEGRAPH COMPANY BE DEED RECORDED AUGUST 28, 1964, IN BOOK 148 AT PAGE 143; AND

EXCEPT THAT PORTION OF THE SUBJECT PROPERTY CONVEYED BY CARY A. ST. ONGE AND SARA A. ST. ONGE TO MICHAEL J. RAY AND JULIE C. RAY BE DEED RECORDED NOVEMBER 7, 1996 AT RECEPTION NO. 96009788 AND

EXCEPT THAT PORTION OF SUBJECT PROPERTY CONVEYED BY CARY A. ST. ONGE AND SARA A. ST. ONGE TO THE TOWN OF WINTER PARK RECORDED AUGUST 22, 1997 AT RECEPTION NO. 97007119.

Exhibit "C"

Legal Description

PARCEL A:

Lots 8 & 9 and that portion of Lots 6 & 7 lying South and East of a line drawn from the Southwest corner of Lot 7 Northeasterly to a point 25 feet South of the Northwest corner of Lot 6, all in Block 1, Hideaway Park.

EXCEPT that portion conveyed to The Town of Winter Park by Warranty Deed recorded February 19, 1998 at Reception No. 98001414.

PARCEL B:

A tract of land 100 feet by 200 feet in size adjoin Lots 6, 7, 8 and 9, Block 1, Hideaway Park on the East and described as follows:

Beginning at the NE Corner of said Lot 6 running thence South 89° 29' East, 100 feet; thence South 01° 53' East, 200 feet to the NE Corner of said Lot 10, Block 1, Hideaway Park;
thence North 89°29' West, 100 feet, more or less, to the SE Corner of said Lot 9;
thence North 01°29' West, 200 feet, more or less, along the East line of said Lots 9,8,7 and 6, to the place of beginning

EXCEPT that portion conveyed to The Town of Winter Park by Warranty Deed recorded February 19, 1998 at Reception no. 98001414

TOWN OF WINTER PARK
RESOLUTION NO. 1707
SERIES OF 2019

A RESOLUTION APPROVING A COST SHARING AND REIMBURSEMENT
AGREEMENT WITH FRASER RIVER DEVELOPMENT CO LLC FOR
VASQUEZ ROAD IMPROVEMENTS

WHEREAS, consistent with Section 7.3.1 of the Final Development Plan for Roam Winter Park, recorded on June 14, 2018, at Reception No. 2018004495 in the real property records for Grand County, Colorado, it benefits the Fraser River Development CO LLC ("FRDC") and the Town to improve Vasquez Road at the time that the Roam development is being constructed; and

WHEREAS, FRDC and the Town have agreed that FRDC will perform the Vasquez Road improvements and the Town will reimburse FRDC for the costs related to that work, as further provided in the Cost Sharing and Reimbursement Agreement attached hereto.

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

1. The Cost Sharing and Reimbursement Agreement between the Town and FRDC is hereby approved in substantially the form attached hereto, subject to final approval by the Town Attorney.
2. Upon such approval, the Mayor is authorized to execute the Cost Sharing and Reimbursement Agreement on behalf of the Town.

PASSED, ADOPTED AND APPROVED this 2nd day of July, 2019.

TOWN OF WINTER PARK


Jimmy Lahrman, Mayor

ATTEST:


Danielle Jardee, Town Clerk

COST SHARING AND REIMBURSEMENT AGREEMENT

(Vasquez Road Extension)

THIS COST SHARING AND REIMBURSEMENT AGREEMENT (this “**Agreement**”) is made and entered into this 2 day of July, 2019 (the “**Effective Date**”) by and among the TOWN OF WINTER PARK, a Colorado home rule municipal corporation with an address of 50 Vasquez Road, P.O. Box 3327, Winter Park, Colorado 80482 (the “**Town**”), FRASER RIVER DEVELOPMENT CO LLC, Colorado limited liability company with an address of 50 Wynkoop Street, Denver, Colorado 80202 (“**FRDC**”), ROAM METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado, ROAM METROPOLITAN DISTRICT NO. 2, a quasi-municipal corporation and political subdivision of the State of Colorado, and ROAM METROPOLITAN DISTRICT NO. 3, a quasi-municipal corporation and political subdivision of the State of Colorado (each, a “**District**,” and collectively, the “**Districts**”), (collectively, the “**Parties**” and each, a “**Party**”).

RECITALS

A. FRDC is the owner of certain property located in the Town, as more particularly described on **Exhibit A** attached hereto and made a part hereof (the “**FRDC Property**”).

B. Consistent with Section 7.3.1 of the Final Development Plan for Roam Winter Park (the “**FDP**”), recorded on June 14, 2018, at Reception No. 2018004495 in the real property records for Grand County, Colorado (the “**Records**”), it benefits FRDC and the Town to improve Vasquez Road adjacent to the FRDC Property and install other improvements that will benefit the Roam development and adjacent property owners.

C. FRDC and the Town have agreed that FRDC will perform certain work and the Town will be reimburse FRDC for the costs related to certain work, as further provided below.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, mutual covenants, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. The Work. FRDC shall construct the improvements and complete the work described in **Exhibit B**, attached hereto and incorporated herein by this reference (the “**Work**”), subject to reimbursement from the Town as provided herein. FRDC’s completion of the Work shall comply with those certain Plans and Specifications attached hereto as **Exhibit C** and incorporated herein by this reference.

2. Cost Sharing and Reimbursement. The costs of the Work shall be divided between the Town and FRDC as follows:

a. FRDC shall complete the Work at its sole cost and expense and on a timeline approved by FRDC, subject to reimbursement from the Town for the entire cost of the Curb and Gutter Improvements and the entire cost of the Streetscape Improvements.

b. To the extent FRDC elects to construct the Fence Improvements, FRDC shall be responsible, at its sole cost and expense, for the construction (on a timeline approved by FRDC), maintenance, repair, removal, and all other costs related to the Fence Improvements.

c. Notwithstanding that FRDC will install the Zone 2 Water Main, in no event shall FRDC be responsible for any water or sewer line extensions, laterals, taps, or stubs, provision of service, payment of tap fees, or any other fees or obligations imposed by the Town or any utility provider to serve properties adjacent to or in the vicinity of the FRDC Property with water or sewer service.

3. Ownership and Maintenance of Improvements. At such time as FRDC completes the Zone 2 Water Main and related improvements and conveys, dedicates, or otherwise transfers such improvements to Grand County Water and Sanitation District No. 1, FRDC shall no longer be responsible for the maintenance, repair, and replacement of the Zone 2 Water Main. Following completion of the Vasquez Road Extension, the Streetscape Improvements, and the Curb and Gutter Improvements, FRDC shall convey, dedicate, or otherwise transfer such improvements to the Town. Subject to any applicable warranty period and final acceptance by the Town, the Town shall thereafter own and be solely responsible for maintenance, repair, and replacement of the Vasquez Road Extension, the Streetscape Improvements, and the Curb and Gutter Improvements and FRDC shall have no responsibility or liability whatsoever therefor. FRDC shall own and be solely responsible for maintenance, repair, and replacement of the Fence Improvements until such time as construction is on each of the properties adjacent to the Fence Improvements. At such time as construction commences on one or more of the properties adjacent to the Fence Improvements, FRDC shall remove the Fence Improvements adjacent to each such property at no cost to the Town or adjacent property owners and restore the subject section of the Town-owned right-of-way to substantially the condition in which it existed prior to construction of the Fence Improvements.

4. Payment. The estimated cost of the Streetscape Improvements and the Curb and Gutter Improvements, including the construction, materials, design, and engineering costs associated therewith, is attached hereto as **Exhibit D** (the “**Cost Estimate**”) and is approved by the Town. The actual cost of the Streetscape Improvements and the Curb and Gutter Improvements shall be determined as of the date of completion of each of the Streetscape Improvements and the Curb and Gutter Improvements. Within thirty (30) days after completion, FRDC shall provide to the Town a written certification (the “**Certification of Costs**”), which shall include the final cost of the Streetscape Improvements and the Curb and Gutter Improvements, including the construction, materials, design, and engineering costs associated therewith, the date such improvements were completed, and all supporting documentation necessary to substantiate the actual cost of the Streetscape Improvements and the Curb and Gutter Improvements. Within thirty (30) days after the Town receives the Certification of Costs, the Town shall reimburse FRDC for the Streetscape Improvements and the Curb and Gutter Improvements consistent with the Certification of Costs. To the extent FRDC completes such improvements in phases, nothing in this Agreement shall preclude FRDC from submitting separate Certifications of Costs consistent with such phasing and the Town shall reimburse FRDC within thirty (30) days of receipt of each such Certification of Costs.

5. Easements. The Town will execute and deliver to FRDC, at no cost to FRDC, any required permits granting to FRDC and any contractors and consultants engaged with reference to the design or completion of the Work the right to enter upon Town-owned property or right-of-way in such locations and at such times as are reasonably necessary to facilitate the completion of the Work. To the extent any temporary construction easements over third-party-owned property are reasonably necessary in connection with completion of the Work, the Town will obtain such temporary construction easements from any such third parties.

6. Term and Termination. This Agreement will automatically terminate, and the Parties will be released from any further obligations under this Agreement after the Work been completed, the Town has issued final acceptance for the Vasquez Road Extension, the Streetscape Improvements, and the Curb and Gutter Improvements, meaning the Town has accepted ownership and maintenance obligations for the improvements and the warranty period has expired, if required, and there are no unperformed obligations under the terms and conditions of this Agreement. A termination pursuant to this Section 6 will be effective without the need for further action by any Party; provided, however, that upon the request of FRDC, the Town will execute and deliver any instruments reasonably necessary or desirable to provide record evidence that FRDC has fully performed its obligations under this Agreement and/or that this Agreement has been terminated (such obligation to survive any termination of this Agreement).

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

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

j. Assignment and Performance by the District(s). Where used in this Agreement, the term “FRDC” shall also mean any of the lawful successors or assigns of FRDC and all such successors and assigns shall be bound by and have the right to enforce this Agreement. Wherever this Agreement obligates FRDC, subject to any applicable service plan for any District and applicable law, any of the Districts may perform such obligation and the Town will accept such District’s performance of such obligations and tender performance of the Town’s obligations hereunder to such District.

k. Remedies. In the event of a dispute regarding a Party’s performance pursuant to this Agreement, the Parties will have all rights and remedies available at law or in equity, or otherwise pursuant to the laws of the State of Colorado.

[Remainder of page intentionally left blank; signatures appear on following pages]

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

TOWN OF WINTER PARK


Jimmy Lahrman, Mayor

ATTEST:


Danielle Jardee, Town Clerk

**FRASER RIVER DEVELOPMENT CO
LLC, a Colorado limited liability company**

Byron Besse
Name: Byron Besse
Title: Manager

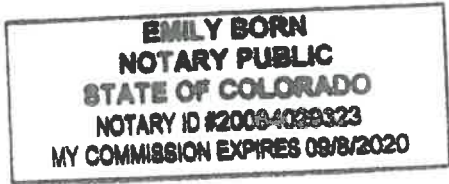
STATE OF COLORADO)
) ss.
COUNTY OF Grand)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 16
day of July, 2019, by Byron Besse as Manager
of Fraser River Development Co LLC

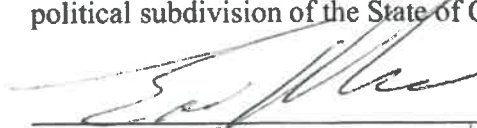
My commission expires: 9-8-2020

(S E A L)

Emily Born
Notary Public



**ROAM METROPOLITAN DISTRICT
NO. 1, a quasi-municipal corporation and
political subdivision of the State of Colorado**



Name: ERIC MASON
Title: DRES DIST DIR

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 25
day of July, 2019, by Eric Mason as President & Director
of Roam Metropolitan District No. 1.


My commission expires: May 20, 2020



Notary Public

(SEAL)
Jolene F Larson
Notary Public
State of Colorado
Notary ID 20084017133
My Commission Expires May 20, 2020

**ROAM METROPOLITAN DISTRICT
NO. 3, a quasi-municipal corporation and
political subdivision of the State of Colorado**


Name: ERIC MASON
Title: PAST DIST DIRECTOR

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 25
day of July, 2019, by Eric Mason as President Dist. Director
of Roam Metropolitan District No. 3.

My commission expires: May 20, 2020

**Jolene E Larson
Notary Public
State of Colorado
Notary ID 20084017133
My Commission Expires May 20, 2020**

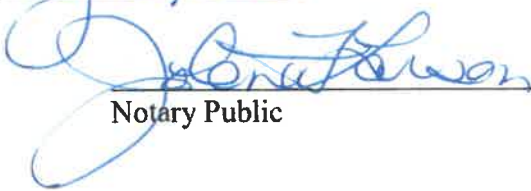

Notary Public

EXHIBIT A
Legal Description

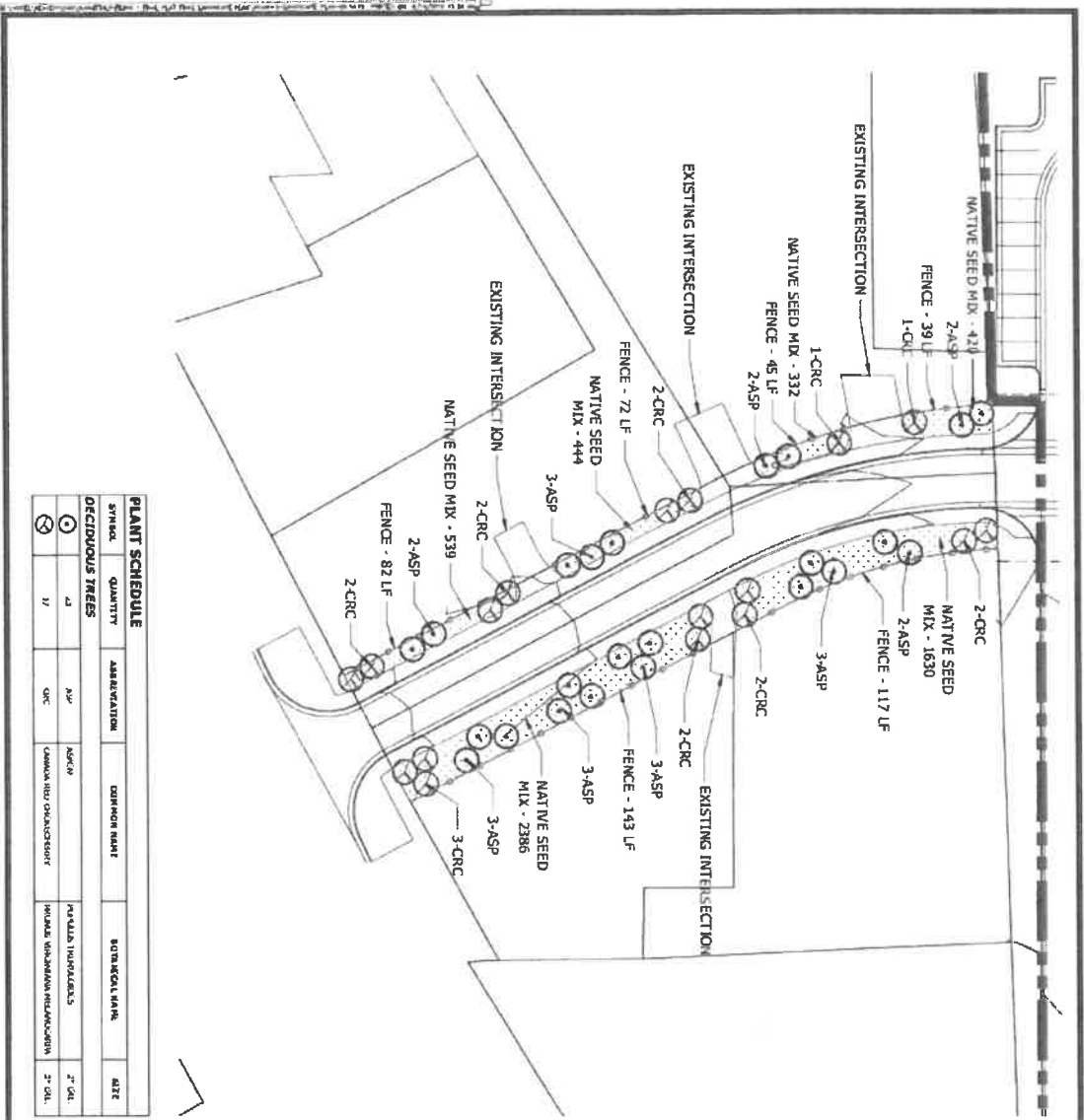
EXHIBIT B

FRDC Work

- Paving and asphalt improvements, between the curb pans only, to the approximately 485-foot long section of Vasquez Road located within the section of Town-owned right-of-way that extends from the west of the Roam property boundary to the existing U.S. Highway 40 asphalt edge (the “**Vasquez Road Extension**”), in accordance with Exhibit C
- All sidewalk, streetscape, and landscaping improvements associated with the Vasquez Road Extension (the “**Streetscape Improvements**”), in accordance with Exhibit C
- Mountable curb, gutter, and drainage improvements associated with the Vasquez Road Extension (the “**Curb and Gutter Improvements**”), including curb cuts for properties adjacent to the Vasquez Road Extension (the “**Curb Cuts**”) in accordance with Exhibit C
- Construction of a fence running along the north and south sides of the Vasquez Road right-of-way (the “**Fence Improvements**”)
- A “Zone 2” water main to serve the Roam Development (the “**Zone 2 Water Main**”)

EXHIBIT C

[Plans and Specifications for Vasquez Road Extension, Curb and Gutter Improvements, and other Streetscape Improvements: subject to review and approval by Public Works]



PLANT SCHEDULE					
SYMBOL	QUANTITY	ABBREVIATION	COMMON NAME	BOTANICAL NAME	SIZE
DECIDUOUS TREES					
⊙	43	ASP	ASPEN	POPULUS TREPIDOLOSA	2" DIA.
⊙	17	CRC	CANADA RED DOGWOOD	QUERCUS RUBRA	2" DIA.

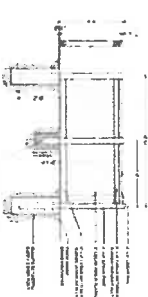
LEGEND

— FENCE (RIGHT OF WAY) - 438 LF

— NATIVE SEED - 5751 SF

SOILS

Soil Series	% of Area	PLS
Alameda (Humusless, Brown)	10%	5.0
Chaska (Haplic, Typic)	5%	2.5
Highburg (Haplic, Sterile)	5%	2.5
Shelburne (Haplic, Typic)	20%	10.0
Truslow (Haplic, Typic)	20%	10.0
Shore (Haplic, Typic)	20%	10.0
Alameda (Humusless, Clay)	5%	2.5
Shelburne (Haplic, Typic)	5%	2.5
Truslow (Haplic, Typic)	5%	2.5
Shore (Haplic, Typic)	5%	2.5
TOTAL	75%	37.5



FENCING NOTES

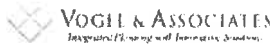
1. FENCING SHALL BE INSTALLED TO THE RIGHT OF THE RIGHT OF WAY (ROW) LINE, UNLESS OTHERWISE NOTED.

2. FENCING SHALL BE INSTALLED TO THE LEFT OF THE ROW LINE, UNLESS OTHERWISE NOTED.

3. FENCING SHALL BE INSTALLED TO THE RIGHT OF THE ROW LINE, UNLESS OTHERWISE NOTED.



PROJECT ROAM FILING 1 - FINAL LANDSCAPE PLAN ENTRY ARRIVAL SEQUENCE	PREPARED BY
DATE 11/11/2020	SCALE 1/8" = 1'-0"
PROJECT NO. 2020-001	SHEET NO. 01 OF 08



475 West 12th Avenue, Suite E
 Denver, CO 80204
 P: 303.893.4288
 www.vogelassoc.com

ROAM VASQUEZ ROAD CONCEPTUAL LANDSCAPE
Preliminary Estimate of Probable Construction Cost

Prepared by: Vogel and Associates
 Prepared for:
 Date: June, 2019

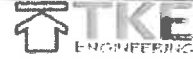
<u>ITEM</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>ITEM COST</u>
ASPEN TREES	23	EA	\$ 400.00	\$ 9,200.00
CHOKE CHERRY TREES	17	EA	\$ 400.00	\$ 6,800.00
NATIVE GRASS - PREP/FINE GRADE/DRILL SEED/HYDROMULCH	5800	SF	\$ 0.30	\$ 1,740.00
SOIL CONDITIONING	5800	SF	\$ 1.00	\$ 5,800.00
STEEL EDGER	500	LF	\$ 2.50	\$ 1,250.00
DELIVERY AND MATERIAL HANDLING				\$ 2,000.00
			TOTAL IMPROVEMENTS	\$ 26,790.00
			20% CONTINGENCY	\$ 5,358.00
			DESIGN SERVICES	\$ 2,500.00
			GRAND TOTAL	\$ 34,648.00
OPTIONAL FENCING				
FENCE	500	LF	\$ 30.00	\$ 15,000.00
FENCING COST WILL NEED TO BE VERIFIED SUB CONTRACTOR				

EXHIBIT D

[Draft only: subject to revision]

ENGINEER'S OPINION OF PROBABLE COST				
VASQUEZ ROAD - TOWN PORTION				
			By: _____	Prepared: _____
			Checked: _____	Revised: _____
				JN: 17002
A. ROADWAY CONSTRUCTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
A1 Concrete 4" Mountable Curb and Gutter w/2' PAN	650	LF	\$ 15.00	\$ 9,750
A2 Concrete Sidewalk	552	SY	\$ 25.00	\$ 13,800
A3 Driveway Aggregate Base Course (Class 6) 12" depth	68	TONS	\$ 25.00	\$ 1,700
A4 Driveway Hot Mix Asphalt (2 lifts with Grading S / SX) PG64-22	3	TONS	\$ 95.00	\$ 285
A5 Concrete Curb Ramps	9	SY	\$ 35.00	\$ 315
A6 Street Signs	3	EA	\$ 300.00	\$ 900
A7 Striping	165	LF	\$ 2.00	\$ 330
SUBTOTAL - "A. ROADWAY CONSTRUCTION"				\$ 27,080
B. MISCELLANEOUS	QUANTITY	UNIT	UNIT PRICE	TOTAL
B1 Mobilization	1	EA	\$ 1,354	\$ 1,354.00
B2 Traffic Control	1	LS	\$ 10,000	\$ 10,000
B2 Engineering costs	1	LS	\$ 5,000	\$ 5,000
SUBTOTAL - "B. MISCELLANEOUS"				\$ 16,354
SUBTOTAL				\$ 43,434
<i>Contingency (does not include Mobilization)</i>			10%	\$ 4,208.00
TOTAL				\$ 47,642

ENGINEER'S OPINION OF PROBABLE COST
VASQUEZ ROAD - FRASER RIVER DEVELOPMENT
PORTION



By: _____ a.u.c

Prepared: _____ 8/14/2015

Checked: _____

Revised: _____

JN: 17008

A. GRADING & EROSION CONTROL				
	QUANTITY	UNIT	UNIT PRICE	TOTAL
A1	0.1	AC	\$ 2,000.00	\$ 200
A2	89	CY	\$ 1.00	\$ 89
A3	520	CY	\$ 22.00	\$ 11,440
A4	4	EA	\$ 100.00	\$ 400
A5	0.1	AC	\$ 3,000.00	\$ 300
SUBTOTAL - "A. GRADING & EROSION CONTROL"				\$ 12,429
B. ROADWAY CONSTRUCTION				
	QUANTITY	UNIT	UNIT PRICE	TOTAL
B1	250	TONS	\$ 25.00	\$ 6,250
B2	210	TONS	\$ 95.00	\$ 19,950
SUBTOTAL - "B. ROADWAY CONSTRUCTION"				\$ 26,200
Engineering costs			5000	
C. MISCELLANEOUS				
	QUANTITY	UNIT	UNIT PRICE	\$
C1	1	EA	\$ 1,931	\$ 1,931.45
C2	1	LS	\$ 10,000	\$ 10,000
SUBTOTAL - "C. MISCELLANEOUS"				\$ 11,931
SUBTOTAL				\$ 50,560
Contingency (does not include Mobilization)			10%	\$ 4,862.90
TOTAL				\$ 55,423

MEMO

TO Mayor and City Council
FROM Keith Riesberg, Town Manager
CC
DATE February 26, 2021
RE Emergency Ordinance for a Business Assistance Program

Background

At the February 16, 2021 Workshop, the Town Council requested staff prepare an emergency ordinance to appropriate funding for a Business Assistance Program to assist businesses directly impacted by Public Health Orders issued in response to the COVID-19 pandemic. Based on the direction from the Town Council, staff has prepared this ordinance appropriating \$50,000.00 for this initiative and authorizing the Town Manager to develop the desired program. As outlined in the proposed ordinance, the Business Assistance Program will:

- Provide potential assistance to businesses specifically identified in Public Health Orders;
- Limit assistance to businesses operating from a physical location in Town with no more than 2 other locations outside of Town;
- Reimburse businesses for expenses incurred to implement best practices as proposed by the Grandstar program or other measures to comply with Public Health guidelines;
- Limit assistance to a maximum of \$5,000.00 per business for documented, eligible expenses as will be defined by the Town.

As stated in the ordinance, the Business Assistance Program will automatically expire on December 31, 2021 unless additional action is taken by the Town Council in the future. The ordinance is being introduced as an emergency ordinance which will take effect immediately upon its adoption.

Analysis

In recent weeks the Grand County Public Health Department (GCPHD) issued a Public Health Order (PHO) to move specific businesses within Winter Park to a “red” level, restricting the businesses’ ability to have in-door dining. This was done to address the



Colorado Department of Public Health & Environment (CDPHE) concerns regarding a COVID-19 outbreak in the community. The targeted approach taken by the GCPHD limited the impact of the PHO to a small number of businesses, thereby impacting those businesses more substantively than other similarly situated businesses.

The proposed Emergency Ordinance will appropriate \$50,000.00 for a Business Assistance Program (Program) for stand-alone business entities directly impacted by the PHO. Town staff will flesh out the Program's details and parameters according to the following broad concepts. Businesses affiliated with more than 3 total locations will not be eligible for assistance. The maximum assistance a business can receive is \$5,000.00 and funds will be granted to reimburse the business for eligible expenses implementing best practices as proposed by the Grandstar program or for other eligible measures to comply with PHOs. Businesses specifically identified in future Public Health Orders would be eligible for assistance through the Program, and the Town will require and review documentation for eligible expenses. The proposed Program will expire on December 31, 2021 unless future action is taken by the Town Council. Additional action would also be required by the Town Council to appropriate any additional funds above the \$50,000.00 identified by this ordinance.

To provide a timely appropriation of funding and direction for the Business Assistance Program, the ordinance is being proposed as an emergency ordinance under Section 4.11 of the Town charter. This will make the ordinance effective immediately upon its adoption.

Recommendation

Staff recommends approval of the emergency ordinance as submitted for your consideration. As an emergency ordinance, 5 affirmative votes are required for it to pass.

Should the Town Council wish to approve the ordinance appropriating funding and establishing a Business Assistance Program, the following motion should be made:

I move to approve Emergency Ordinance 554 as presented.

Should the Town Council wish to deny the proposed ordinance to appropriate funding and establishing a Business Assistance Program the following motion should be made:

I move to deny Emergency Ordinance 554 as presented.

If the ordinance is not adopted, funding will not be allocated. Without the allocation of funds, there is no need to establish a Business Assistance Program.



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

**TOWN OF WINTER PARK
ORDINANCE NO. 554
SERIES OF 2021**

**AN EMERGENCY ORDINANCE APPROPRIATING FUNDS FOR A
BUSINESS ASSISTANCE PROGRAM TO ASSIST LOCAL BUSINESSES
DIRECTLY IMPACTED BY COVID-19 RELATED PUBLIC HEALTH
ORDERS AND AUTHORIZING THE TOWN MANAGER TO
ESTABLISH GUIDELINES FOR AWARDING ASSISTANCE THROUGH
SAID PROGRAM**

WHEREAS, the COVID-19 pandemic periodically requires the Grand County Public Health Department to issue Public Health Orders directly impacting Winter Park businesses;

WHEREAS, these Public Health Orders, when targeted to specific businesses, impacts those businesses more substantively than other similarly operating businesses;

WHEREAS, the Town Council wishes to provide assistance to businesses directly negatively impacted by targeted Public Health Orders while ensuring compliance with Public Health guidelines and encouraging the use of best practices for disease prevention; and

WHEREAS, the Town Council finds that the adoption of this ordinance and the local business support it will provide are necessary for the immediate preservation of the public health, safety, and welfare of the Town.

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

Section 1. The Town Council appropriates \$50,000.00 from the General Fund Reserves to be used for Town of Winter Park Business Assistance Program.

Section 2. The Town Manager is hereby directed to establish guidelines for the Business Assistance Program (the "Program") within the following parameters:

- A) Only businesses operating at a physical location within the Town and directly specified in a Public Health Order due to an outbreak or contact tracing done by the Public Health Department will be eligible for financial assistance.
- B) Only businesses with no more than 3 locations, 1 of which shall be located and operating within the Town, are eligible for financial assistance.
- C) Businesses may be eligible for reimbursement of expenses incurred to implement best practices as proposed by the Grandstar program or implementing other measures to comply with Public Health Orders or their adopted guidelines and regulations.
- D) The maximum amount of assistance to be provided to any one business under this Program is \$5,000.00 in reimbursement for documented, eligible expenses.
- E) Town staff shall define the Program's details, including parameters for eligible expenses; shall review applications and documentation; and shall make final determinations as to qualifying expenses and grant awards.
- F) The Program will automatically expire on December 31, 2021, unless continued by a future action of the Town Council.

Section 3. Pursuant to § 4.11 of the Town Charter, the Town Council hereby finds and declares that this ordinance is necessary for the immediate preservation of the public health, safety and welfare, to assist in ameliorating the negative effects of the COVID-19 pandemic on restaurants and other businesses in the Town.

Section 4. This ordinance shall take effect immediately upon adoption.

INTRODUCED, ADOPTED AND ORDERED PUBLISHED IN FULL this 2nd day of March, 2021.

TOWN OF WINTER PARK

Nick Kutumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk