If members of the public wish to attend the meeting digitally the meeting link is below in yellow.

WINTER PARK TOWN COUNCIL MEETING

Winter Park Town Hall – 50 Vasquez Road
Tuesday, July 20, 2021 – 5:30 p.m.
Dinner will be provided.

AGENDA

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

2. Town Hall Meeting (Public Comment)
   Public Comment is restricted to three minutes per person, and you must state your name and physical address for the record. Please be mindful of not reiterating other people's comments.

3. Consent Agenda
   a. Approval of July 6, 2021 Regular Meeting Minutes
   b. Resolution 1876, A Resolution Awarding the Annual Concrete Replacement Program
   c. Resolution 1877, A Resolution Approving Development Improvements Agreement Standard Form for Roam Meadow Cabins, Phase 1
   d. Resolution 1878, A Resolution Approving Development Improvements Agreement Standard Form for Fireside Creek Apartments
   e. Resolution 1879, A Resolution Approving Development Improvements Agreement Standard Form for Jane Creek, Lot 1B Condominiums

4. Action Items
   a. Public Hearing, Approval of Special Event Permit for Wildfire Concert
   b. Resolution 1880, A Resolution Adopting Priorities for 2021-2022
   c. Ordinance 559, An Ordinance of the Town of Winter Park Amending Chapter 2 of Title 3 of the Winter Park Town Code to Implement the Voter Approved Regulated Marijuana Sales Tax, Repealing Chapter 6 of Title 3 Prohibiting Medical Marijuana Businesses, Repealing and Reenacting Chapter 7 of Title 3 Regarding Regulated Marijuana Businesses, repealing and Reenacting Sections 7-3-19 and 7-3-21 Regarding Medical and Retail Marijuana Establishments, and Repealing and Reenacting

Sections 7-5B-2(B) and 7-5D-2(B) of the Winter Park Town Code to Allow for Regulated Marijuana Businesses in Specified Zone Districts by Special Use Permit, Second Reading and Public Hearing

d. Resolution 1868, A Resolution of the Town Council of the Town of Winter Park to Establish Fees Related to Licensing for Regulated Marijuana Businesses

e. Resolution 1881, A Resolution Approving Transit Purchasing Agreement Amendment

f. Public Hearing, Resolution 1882, A Resolution Approving the Final Plat for Roam Filing 2

g. Public Hearing, Resolution 1883, A Resolution Making Findings of Fact, Determinations, and Conclusions Concerning the Annexation of a 4.16 Acre Parcel of Land Located in Unincorporated Grand County

h. Ordinance 561, An Ordinance Amending Title 6, Chapter 1 of the Winter Park Town Code, which Adopted by Reference the 2015 Editions of the International Building Code and International Residential Code with Amendments Thereto, First Reading

i. Resolution 1884, A Resolution Approving Purchase Option Agreement with Winter Park Partners, LLC, for the Development of Deed-Restricted Workforce Housing

j. Ordinance 562, An Ordinance Authorizing the First Amendment to the Disposition and Development Agreement with Winter Park Partners, LLC for the Development of Workforce Housing, First Reading

5. Town Manager's Report
   a. Second Quarter Operational Report
6. Mayor's Report
7. Town Council Items for Discussion

You are invited to a Zoom webinar.
When: July 20, 2021 05:30 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, July 6, 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, Jennifer Hughes and Rebecca Kaufman, Town Manager Keith Riesberg, Assistant Town Manager Alisha Janes, and Town Clerk Dani Jardee

OTHERS PRESENT: Community Development Director James Shockey, Finance Director Lizbeth Lemley, Police Commander Donnie Ransom, Transit Manager Ivy Compton, and Town Planner Hugh Bell

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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

Mountain Parks Electric Assistant General Manager, Scott Simmons, stated an update to Council on the current situation with the fire ban and what Mountain Parks Electric is doing to help protect people's property. Mr. Simmons stated they are doing something called a one shot on their system. Mr. Simmons explained that MPE have vices out on their lines and when it senses a problem it deenergizes the line waits a couple seconds and then reenergizes the line which helps to shorten or eliminate nuisance outages. Mr. Simmons stated on the one shot setting it will deenergize but not reenergize the line which could mean there could be more nuisance outages however we consider this an acceptable risk or a necessary risk when we are looking at the possibility of extremely dry conditions and fire restrictions.

2.a. Grand County EMS Chief Robert Good

Grand County EMS Chief Robert Good and Deputy Chief Allan Pulliam presented information about the mill levy they are proposing for the next election ballot. Mr. Good stated they are going to ask the voters to raise the mill levy to 1.75 mills which would raise an extra 1.54 million dollars for Grand County EMS.

3. Consent Agenda

3.a. Approval of June 15, 2021, Regular Meeting Minutes

3.b. Resolution 1874, A Resolution Declaring Unused Vehicles and Equipment as Surplus Property and Authorizing its Sale or Disposal.

3.c. Town's Official Position Letter for CR522, Fraser Valley Parkway

3.d. Resolution 1875, A Resolution Approving an Eligible Capital Improvement to Lot 9, Hideaway Junction

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

4. Action Items

4.a. 2020 Audit Presentation

Finance Director Lizbeth Lemley introduced the Town's audit partner, Paul Backes, from McMahan and Associates, LLC. Ms. Lemley thanked the auditor team for their work on the second remote audit. Mr. Backes presented the financial statement audit and explained the process of how they conduct the audit. Mr. Backes stated the biggest part of the audit are internal controls which are all the financials. Mr. Backes stated Town of Winter Park does a CAFR (comprehensive annual financial report) this will go to FDIC, banks, state government, lenders, federal government, etc. and Town does an additional level of reporting where the report is submitted to the GFOA (Government Finance Officers Association). Mr. Backes stated the GFOA does an additional review and certifies it as well and in the last couple of years the Town has received a certificate of achievement for excellence in reporting, and hopefully you will receive that again this year. Mr. Backes presented the Independent Auditor's report or unmodified opinion which is a clean opinion of the audit. Mr. Backes stated overall the Town had a good year financially. Mr. Backes stated an explanation of the letter that independent auditors share with the governing bodies. Council thanked the auditors and the Town's financial team.

Councilor Art Ferrari moved and Councilor Rebecca Kaufman seconded the motion to accept the 2020 financials and audit as presented. Motion carried: 7-0.

4.b. Public Hearing, Approval of Special Event Permits

-Shining Stars
-Adventure Film Festival
-Blues Fest
-Beer Fest
-Crooked Gravel
-USA Cycling, Mountain Bike Nationals
-Winter Park Resort Beer Festival

Town Clerk Danielle Jardee stated multiple special event applications have come in for the summer and stated brief descriptions of each event listed by the following applicants, Shining Stars, Adventure Film Festival, Blues Fest, Crooked Gravel, USA Cycling Mountain Bike Nationals, and Winter Park Resort Beer Festival. 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 Special Event Permits for Shining Stars, Adventure Film Festival, Blues Fest, Beer Fest, Crooked Gravel, USA Cycling Mountain Bike Nationals, and Winter Park Resort Beer Festival. Motion carried: 7-0.

4.c. Public Hearing (Local Liquor Licensing Authority) – Issuance of New Hotel and Restaurant Liquor License for Grayson Enterprises, LLC d/b/a Coffee and Tea Market

Town Clerk Danielle Jardee stated we do have a new liquor license applicant to reopen Coffee and Tea Market located in Balcony House at Winter Park Resort. Ms. Jardee stated the application was in order and everything was properly noticed and Staff recommends approval. Mayor Kutrumbos opened the public hearing, hearing no comments. Mayor Kutrumbos closed the public hearing.

Councilor Mike Davlin moved and Councilor Art Ferrari seconded the motion approving the Issuance of New Hotel and Restaurant Liquor License for Grayson Enterprises, LLC d/b/a Coffee and Tea Market. Motion carried: 7-0.

4.d. Ordinance 559, An Ordinance of the Town of Winter Park Amending Chapter 2 of Title 3 of the Winter Park Town Code to Implement the Voter Approved Regulated Marijuana Sales Tax, Repealing Chapter 6 of Title 3 Prohibiting Medical Marijuana Businesses, Repealing and Reenacting Chapter 7 of Title 3 Regarding Regulated Marijuana Businesses, repealing and Reenacting Sections 7-3-19 and 7-3-21 Regarding Medical and Retail Marijuana Establishments, and Repealing and Reenacting Sections 7-5B-2(B) and 7-5D-2(B) of the Winter Park Town Code to Allow for Regulated Marijuana Businesses in Specified Zone Districts by Special Use Permit, Second Reading and Public Hearing

Mayor Kutrumbos stated Council does have an opportunity to discuss this ordinance and open the public hearing however it will be tabled until the July 20th Town Council Meeting. No discussion was had by Council. 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 to Table Ordinance 559, An Ordinance of the Town of Winter Park Amending Chapter 2 of Title 3 of the Winter Park Town Code to Implement the Voter Approved Regulated Marijuana Sales Tax, Repealing Chapter 6 of Title 3 Prohibiting Medical Marijuana Businesses, Repealing and Reenacting Chapter 7 of Title 3 Regarding Regulated Marijuana Businesses, repealing and Reenacting Sections 7-3-19 and 7-3-21 Regarding Medical and Retail Marijuana Establishments, and Repealing and Reenacting Sections 7-5B-2(B) and 7-5D-2(B) of the Winter Park Town Code to Allow for Regulated Marijuana Businesses in Specified Zone Districts by Special Use Permit, Second Reading and Public Hearing to the July 20, 2021 Town Council Meeting. Motion carried by following roll call vote:

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

4.e. Resolution 1868, A Resolution of the Town Council of the Town of Winter Park to Establish Fees Related to Licensing for Regulated Marijuana Businesses

Mayor Kutrumbos stated this resolution will also be tabled until the July 20th Town Council meeting. Town Manager Keith Riesberg stated there was one minor change to the resolution after feedback from Council, to adjust phase one application fee to put the Town of Winter Park application fees for phase one and phase two in comparison to other communities in our market.

Councilor Mike Davlin moved and Councilor Art Ferrari seconded the motion to Table Resolution 1868, A Resolution of the Town Council of the Town of Winter Park to Establish Fees Related to Licensing for Regulated Marijuana Businesses to the July 20, 2021, Town Council Meeting. Motion carried: 7-0.

4.f. Ordinance 560, An Ordinance Appropriating Additional Sums of Money to Defray Expenses in Excess of Amounts Budgeted and Appropriated for the Fiscal Year in 2021 for the Town of Winter Park, Colorado, Second Reading and Public Hearing

Finance Director Lizbeth Lemley stated we went over the budget amendment ordinance in detail at the last meeting, no changes have been made since the first reading. Mayor Kutrumbos opened the public hearing, hearing no comments. Mayor Kutrumbos closed the public hearing.

Councilor Art Ferrari moved and Councilor Jeremy Henn seconded the motion approving Ordinance 560, An Ordinance Appropriating Additional Sums of Money to Defray Expenses in Excess of Amounts Budgeted and Appropriated for the Fiscal Year in 2021 for the Town of Winter Park, Colorado, Second Reading and Public Hearing. Motion carried by following roll call vote:

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

5. Town Manager's Report

5.a. Council Retreat Follow-up

Town Manager Keith Riesberg stated we submitted to Town Council a draft of the 2021/2022 Council objectives and priorities, if Council are good with the objectives and priorities, Staff will bring them forward for adoption at the July 20th meeting.

5.b. Mountain Migration Report

Mr. Riesberg stated the Mountain Migration report has been released publicly and it validates the assumptions and observations that we have noticed over the past year due to COVID-19. Mr. Riesberg stated it validates our efforts to continue driving forward workforce housing efforts locally and regionally. Mr. Riesberg stated his thanks to those who helped push out the survey, Grand County had one of the higher response rates.

Mr. Riesberg stated the 2020 audit was presented earlier tonight and wanted to thank Finance Director Lizbeth Lemley and her finance team for their efforts over the last year in managing the Town's financials, they do an outstanding job.

6. Mayor's Report

Mayor Kutrumbos stated on August 19 there will be an affordable housing summit that we had requested and spoke with Congressman Neguse about, that his office will facilitate. Mayor Kutrumbos stated they are looking for some panelist suggestions on the topic. Mayor Kutrumbos asked if anyone wanted to take his place at a meeting in Berthoud on similar topics with Governor Hickenlooper's office. Mayor Kutrumbos stated we had a great Independence Day weekend in Town and wanted to thank everyone who helped to make it a success.

7. Town Council Items for Discussion

Councilor Mike Davlin asked for an update on the transit maintenance facility. Mr. Riesberg stated we are putting together an application to the water court for the acquisition of water rights to provide the augmentation water that is required for the center, and we are doing the well monitoring for the well on the Martin property so planning efforts are moving forward. Mr. Riesberg stated we received updated sketches from architect and are working with the contractor on price of the facility.

There being no further business to discuss, upon a motion regularly adopted, the meeting was adjourned at 6:27 p.m.

The next scheduled meeting of the Town Council will be Tuesday, July 20, 2021, at 5:30 p.m.

Danielle Jardee, Town Clerk

MEMO

TO: Town Council

FROM: Gerry Vernon, Public Works Director

DATE: 07/20/2021

RE: Contract Award – 2020 Concrete Replacement Program

BACKGROUND

The 2021 Capital Project Budget includes the annual concrete replacement program. The budget funded $50,000.00 for concrete repairs to sidewalks, curb and gutters, and drop inlets. The total for this year's asphalt pavement maintenance and concrete replacement program was $350,000.00. The Council previously awarded asphalt paving in an amount of $286,237.15. Therefore, the expenditure total for 2021 will be $345,317.15.

ANALYSIS

Staff began a Request for Bids process last June and received a good response from one concrete business – Jarco Construction, LLC out of Colorado Springs. The following bid estimates were received:

Task	Quantity	Rate	Total Cost
Curb and Gutter	280 linear feet	$71.00/ft.	$19,880.00
Radius C & G	400 linear feet	$73.00/ ft.	$29,200.00
Drop Inlet	4	$2,500.00	$10,000.00
Total Cost			$59,080.00

Staff recommends the contract for the 2021 Concrete Replacement Program be awarded to Jarco Construction, LLC for the following reasons:

Jarco submitted the lowest and best bid for this year's projects.
Jarco has previously completed work for the Cities of Pueblo and Denver with excellent recommendations.

RECOMMENDATION

Staff recommends the Town Council award the contract for the 2021 concrete replacement program for a total amount of $59,080.00 to Jarco Construction, LLC by requesting the following motion:

I move to approve Resolution #1876 that awards the contract for the 2021 Concrete Replacement Program to Jarco 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 contact to Jarco Construction due to the following findings of fact:

- _____
- _____
- _____

TOWN OF WINTER PARK

RESOLUTION NO. 1876
SERIES OF 2021

A RESOLUTION AWARDING THE ANNUAL CONCRETE REPLACEMENT PROGRAM

WHEREAS, the Town of Winter Park budgets for concrete replacements for sidewalks, curbs, gutters, and valley pans through the Capital Improvement Budget; and,

WHEREAS, the 2021 Capital Improvement Budget funded the annual replacement program at $50,000.00 for concrete repairs; and,

WHEREAS, Town staff conducted a request for bid process last June that determined Jarco Construction, LLC as the lowest and best bid at a total cost of $59,080.00; and,

WHEREAS, Staff recommends Jarco Construction to complete the 2021 Concrete Replacement Program.

NOW THEREFORE, BE IT RESOLVED that the Town Council of Winter Park, Colorado hereby awards the bid to Jarco Construction for the 2021 Concrete Program at a total cost of $59,080.00.

APPROVED AND PASSED this 20th day of July, 2021 by a vote of _____to ____.

TOWN OF WINTER PARK

_____
Nick Kutrumbos, Mayor

ATTEST:

_____
Danielle Jardee, Town Clerk

TOWN OF WINTER PARK
RESOLUTION NO. 1877
SERIES OF 2021

A RESOLUTION APPROVING A DEVELOPMENT IMPROVEMENTS AGREEMENT STANDARD FORM FOR ROAM MEADOW CABINS, PHASE I

WHEREAS, Riverside WP, LLC is the current owner of certain real property described in the Agreement (herein known as the "Property");

WHEREAS, Riverside WP, LLC is required to complete certain improvements associated with the development known as Roam Meadow Cabins, Phase I (the "Development");

WHEREAS, the Town staff has reviewed the attached Development Improvements Agreement (DIA) and recommends conditional approval to the Town Council; and

WHEREAS, Section 9-1-3 of the Winter Park Town Code requires the Town Council approve DIAs by resolution.

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

1. Findings. The Town Council hereby finds and determines that the attached Development Improvements Agreement Standard Form and Exhibits (attached hereto as Exhibit A) meet all of the applicable criteria set forth in Title 9 of the Winter Park Town Code.

2. Decision. Based on the foregoing findings, the Town Council hereby approves the Development Improvements Agreement for Roam Meadow Cabins, Phase I, subject to the following conditions, all of which shall be satisfied prior to beginning site improvements:

   a. Applicant shall provide surety prior to work commencing on any portion of the Development.
   b. Applicant shall address to the Town's satisfaction all comments made by the Town Engineer in the letter dated July 2, 2021.

APPROVED AND PASSED this 20th day of July 2021 by a vote of _____ to _____.

TOWN OF WINTER PARK

_____
Nick Kutrumbos, Mayor

ATTEST:

_____
Danielle Jardee, Town Clerk

DEVELOPMENT IMPROVEMENTS AGREEMENT
STANDARD FORM

KNOW ALL MEN BY THESE PRESENTS, That:
Riverside WP, LLC

as Property Owner / Developer (hereafter referred to as Principal(s)), the address of which is:
1500 Wynkoop Street, Suite 200, Denver, CO. 80202

shall be held and firmly bound unto the Town of Winter Park ("the Town"), the address of which is PO Box 3327, Winter Park, Colorado, 80482, in the sum of:
One hundred seventy eighty and six hundred fifty six thousand DOLLARS

($ 178,656), being lawful money of the United States, for the payment whereof to the Town, the Principal and the surety bind themselves, their heirs, executors, administrators, successors, and assign, jointly and severally, firmly to these presents:

SIGNED, SEALED AND DATED, this 12th day of July, 20 21.

WHEREAS, Principal(s) have made application to the Town for approval of a proposed development of certain real property legally described as:
Roam Filing No. 2 , A replat of Parcel D, Roam Filing No. 1 Recorded at Rec. No. 2019-008310. A part of section 33, Township 1 south, range 75 west of the sixth principal meridian, Town of Winter Park, County of Grand, State of Colorado

Said proposed development was approved with certain conditions, one of which is that monies in the form of cash or a letter of credit in the amount of:
One hundred seventy eight and six hundred and fifty six thousand DOLLARS

($ 178,656) be deposited with the Town to guarantee certain improvements in said proposed development.

AGREEMENT

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the above named Principal(s) shall within one (1) year from the date hereof truly make and perform the required construction of improvements of said proposed development in accordance with the approved plans on file with the Town and the requirements outlined in the Town Code, the Development Improvements Agreement (with attached Exhibits A and B), and Resolution No. _____, Series of 20___, then this obligation is void; otherwise it is to remain in full force and effect. This Agreement may be extended if additional time is required as outlined in Section 8-3-11E of the Winter Park Town Code.

DEFAULTS

It is hereby understood and agreed that in the event that: a) any required improvements have not been completed to the town's satisfaction as provided herein; b) the Principal (s) fails to properly install, inspect or maintain stormwater management plans / erosion control plans c) construction ceases for one hundred eighty (180) days; d) the Principal (s) fails to complete construction of any required improvements by the completion date; e) the Principal (s) fails to cure any noncompliance specified in any written notice of noncompliance within the specified time frame after receipt of the notice of noncompliance; f) the Principal

(s) otherwise breaches or fails to comply with any of its obligations under the development improvement agreement; g) the Principal (s) becomes insolvent, files a voluntary petition in bankruptcy, is adjudicated as bankrupt pursuant to an involuntary petition in bankruptcy, or a receiver is appointed for principal(s); h) the Colorado bank or savings institution securing the irrevocable letter of credit has financial instability as determined by the town manager in his or her sole discretion; or i)the terms of this development improvement agreement and approved plans are determined to be abandoned at the sole discretion of the town council. The town may thereupon declare the development improvement agreement to be in default and may perform any or all of the following actions:

a. Collect or draw upon the cash deposit or letter of credit in amounts sufficient to cover the cost of any required improvements;

b. Refuse to issue any building permit, perform building inspections or issue a certificate of occupancy until any required improvements are completed;

c. Revoke any building permit previously issued under which construction directly related to such building permit has not commenced;

d. Refuse to process additional plans or design review until any required improvements are completed;

e. Vacate any portion of the plat for which any required improvements have not been completed;

f. Complete such work as the town deems necessary to complete any required improvements, using monies from the cash deposit or letter of credit;

g. Remove any required uncompleted improvements the town deems necessary;

h. Take measures to visually improve the property by restoring, reclaiming, mitigating or screening the property; or

i. Any other remedy available at law.

Any cost associated with any work performed by the town which is in excess of the amount of the cash deposit or letter of credit shall be billed to the Principal (s), and if not paid within one hundred twenty (120) days, the outstanding bill may be collected in the manner provided by Colorado Revised Statutes 31-20-105.

Unless necessary to protect the immediate health, safety and welfare of the town, or to protect the interest of the town with regard to security given for the completion of any required improvements, the town shall provide the Principal (s) thirty (30) days' written notice of its intent to take any action described above, during which thirty (30) day period the Principal (s) may cure the breach described in the notice and prevent further action by the town.

BINDING EFFECT

The duties and promises undertaken and financial guarantees provided made by the Principal (s) herein shall become covenants running with the land and shall be binding upon the Principal (s) as well as its successors

or assigns.

ASSIGNABILITY

Any grantee or transferee of the Principal (s) shall be obligated to fulfill any and all obligations of the Principal (s) under this development improvement agreement. The Principal (s) may assign its rights and obligations under this agreement to a party who is the successor or assignee of the Principal (s) in its capacity as Principal (s) of the development without the consent of the town; provided, however, that: a) the Principal (s) notify the town of the assignment and of the name and address of the successor Principal (s), and b) the successor Principal (s) assumes the obligations of the Principal (s) under this agreement and a new agreement is executed with the town. Unless otherwise agreed by town, the Principal (s) shall remain liable for performance of the obligations of the Principal (s) under this agreement. The town shall release the deposit guarantee furnished by the Principal (s) only if the town accepts a new guarantee from any successor Principal (s).

FINANCIAL GUARANTEE

The Principal shall guarantee and deposit with the Town, one hundred and twenty percent (120%) of the total cost of any and all improvements pursuant to this Agreement in the form of cash or an acceptable letter of credit. The expiration date of any letter of credit shall be at least thirty (30) days following the completion date of any and all improvements.

WARRANTY

The Principal shall warrant and provide security for any and all improvements pursuant to this Agreement for a period of two (2) years from the date the Town certifies that the same conform with specifications approved by the Town. The warranty security shall be in the amount of twenty percent (20%) of the total cost of the improvements.

Any and all improvements shall be free of defects in materials or workmanship during the two (2) year warranty period. During the two (2) year warranty period, the Town may accept public streets for snow removal purposes only. The Town may accept any public improvements for maintenance after the warranty period has expired, provided all public improvements have been approved by the Town.

Specific warranty security for revegetation and landscaping, in the amount of twenty percent (20%) of the total cost of said improvements, shall remain in place with the Town for a period of two (2) full growing seasons or until proper revegetation and/or landscaping has occurred.

INDEMNIFICATION

The Principal shall indemnify and hold harmless the Town, its officers, employees, agents or servants from any and all suits, actions, and claims of every nature and description caused by, arising from or on account of any act or omission of the Principal, or of any other person or entity for whose act or omission the Principal is liable, with respect to construction of the public and private improvements; and the Principal as the result of any suit, action, or claim together with all reasonable expenses and attorney fees incurred by the Town in defending any such suit, action or claim.

TAXES

Upon dedicating property to the Town, the Principal shall have paid all property taxes on the Property dedicated to the Town and the Property shall be free and clear of any taxes, liens , or encumbrances.

ATTORNEY FEES

Should this Agreement become the subject of litigation to resolve a claim of default of performance by the Principal and a court of competent jurisdiction determines that the Principal was in default in the performance of this Agreement, the Principal shall pay the attorney fees, expenses and court costs of the Town.

NOTICE

All notices required under this Agreement shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

Notice to the Town: Town of Winter Park
PO Box 3327
Winter Park, CO 80482

Notice to Principal: Riverside WP, LLC
1500 Wynkoop Street, Suite 200
Denver, CO. 80202

WHEREFORE, the parties hereto have executed this Agreement on the day and year first above-written.

Robert C. Thaly

PRINCIPAL MANAGING MEMBER

PRINCIPAL

STATE OF COLORADO }
}SS
COUNTY OF Denver }

The foregoing instrument was acknowledged before me this 14th day of July, 2021 by Robert Cotanch.

Witness my hand and official seal.
My commission expires: June 24, 2024

JOLENE F LARSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20084017133
MY COMMISSION EXPIRES JUNE 24, 2024

Jolene Larson

Notary Public

(SEAL)

Project Name: Roam Meadow Glade Cabins - Phase I
Completion Date: Fall 2022
In accordance with the Improvements Agreement between the Town of Winter Park and Riverside WP, LLC (Principal), dated _____, the Principal hereby agrees to provide the improvements noted below and depicted on the approved plans for this project.

	IMPROVEMENT	QTY	UNIT	UNIT COST	TOTAL COST	COMPLETION DATE
Roads	Subgrade Construction (clearing, cut/fill, grading)	600	SY	$2.00	$1,200	Fall 2021
	Surfacing (sub-base, base) _____" thick	130	CY	$40.00	$5,200	Fall 2021
	Paving (pavement, shoulder gravel) _____" thick	90	TON	$140.00	$12,600	Fall 2021
	Curb/Gutter	370	LF	$370.00	$9,250	Fall 2021
	Sidewalks	1600	SF	$12.50	$20,000	Fall 2021
	Street Name Signs	0	EA	NA	$0	Fall 2021
	Street Lights/Signs/Traffic Control Devices	2	EA	$500	$1,000	Fall 2021
	Snow Storage					
Parking	Subgrade Construction _____" thick	0	SF	NA	$0	Fall 2021
	Surfacing _____" thick	0	SF	NA	$0	Fall 2021
	Paving _____" thick	0	SF	NA	$0	Fall 2021
	Curb/Gutter	0	LF	NA	$0	Fall 2021
	Sidewalks	0	SF	NA	$0	Fall 2021
	Lighting					
	Striping					
	Snow Storage					
Pathways	Grading/Drainage					
	Surfacing _____" thick					
	Signs					
Drainage	Culverts	0	LF	NA	$0	Fall 2021
	Storm Drains	0	LF	NA	$0	Fall 2021
	Detention Facilities	1	EA	$5,000	$5,000	Fall 2021
	Erosion Control	1	LS	$3,000	$3,000	Fall 2021
Landscape	Re-vegetation	1	LS	$3,000	$3,000	Fall 2022
	Landscape Material (itemize on Exhibit B)	1	LS	Exhib B	5,430	Fall 2022
Utilities	Water Mains	205	LF	$85.00	$17,425	Fall 2021
	Hydrants	0	EA	NA	$0	Fall 2021
	Taps	8	EA	$2,000	$16,000	Fall 2021
	Manholes	4	EA	$3,600	$14,400	Fall 2021
	Sewer Mains	185	LF	$75.00	$13,875	Fall 2021
	Electric	260	LF	$50.00	$13,000	Fall 2021
	Gas	170	LF	$50.00	$8,500	Fall 2021
	Other Utilities	0	EA	NA	$0	Fall 2021
Misc.	Fire Mitigation					
	Fuels Modification					
	Defensible Space					
	Wetlands Mitigation					
Clean-Up	Site Clean-Up					
	SUBTOTAL OF COSTS				$148,880	Fall 2022

	TOTAL (Subtotal x 1.20)				$178,656	Fall 2022

Project Name: Roam Meadow Glaze Cabins - Phase I
Completion Date: Fall 2022
In accordance with the Improvements Agreement between the Town of Winter Park and _____ (Principal), dated _____, the Principal hereby agrees to provide the improvements noted below and depicted on the approved plans for this project.

IMPROVEMENT	SIZE Height & Calliper	QTY	UNIT	UNIT COST	TOTAL COST	COMPLETION DATE
Evergeen Trees	6'	3	EA	500	$3,000	Fall 2022
Aspen Trees	2" Cal	3	EA	450	$1,350	Fall 2022
Shrubs	5 Gal	27	EA	40	$1,080	Fall 2022
SUBTOTAL (Carry over to previous page.)					$5,430.00	

TOWN OF WINTER PARK

P.O. Box 3327 • 50 Vasquez Road • Winter Park, CO 80482
Phone: 970-726-8081 • Fax: 970-726-8084
Website: www.winterparkgov.com

LAND USE REVIEW APPLICATION FORM

PROJECT INFORMATION

Project Name: Roam Meadow Cabins Phase I	Date:5/11/21
Street Address (or general location if not addressed): Roam, Northwest intersection of Roam Way and Ski Idlewild	
Schedule Number(s) or Parcel Number(s):158733100021, 158733100021, 158733400010, 158733400013	
Site Area (in square feet or acres) 1.2 acres	Existing Zoning: Roam FDP D-C
Existing Land Use: Undeveloped	
Legal Description: A replat of Outlot D, Roam Filing No. 1 recorded at reception number 2019-008310 a part of section 33, township 1 south, range 75 west of the sixth principal meridian, Town of Winter Park, County of Grand, State of Colorado.	

OWNER / APPLICANT

Name: Robert Fanch	Phone: (303) 893-4288
Company: Fraser River Development Company	Fax:
Mailing Address:1500 Wynkoop St, Ste. 200	Email:
Denver, CO. 8202	

CONTACT PERSON

Name: Jeff Vogel	Phone: (303) 893-4288
Company: Vogel & Associates, LLC	Fax:(303) 893-6792
Mailing Address:475 W. 12th Ave, Suite E	Email:jvogel@vogelassoc.com
Denver, CO. 80204	

TYPE OF APPLICATION (check all that apply)

	Subdivision	Fee		Other Development	Fee
✓			✓		
	Sketch Plan	$250.00		Zoning Variance	$250.00
	Preliminary Plat	$500.00*		Special Use Permit	$150.00
	Final Plat	$750.00*		Rezoning Request	$350.00
	Amended Final Plat	$375.00*		Subdivision Exemption	$300.00
	As Built Plat	$250.00		Amended Exemption	$150.00
				Annexation	$500.00*
	*Number of Lots:	x $10.00		*Number of Lots:	x $10.00
	TOTAL FEES:	$		TOTAL FEES:	$
X	Minor Subdivision	Fee		Planned Development	Fee
✓			✓		
	Final Plat	$400.00*		Preapplication Conference	No Fee
	Amended Minor Sub.	$250.00		Preliminary Development Plan	$1,000.00**
				Final Development Plan	$1,000.00**
				Amended Final Plan	$500.00**
	*Number of Lots:	x $10.00		**Number of Lots:	x $2.00
	TOTAL FEES:	$		TOTAL FEES:	$

* In addition to the base fee, an additional $10.00 per unit or lot

** In addition to the base fee, an additional $2.00 per unit or lot

In addition to the base fees the applicant is required to pay the cost of any legal notices and adjoining property owner certified mailings. The applicant may also be subject to reimbursement fees as outlined within Section 7-10-8 of the Town Code.

BRIEF DESCRIPTION OF THE PROJECT

The intent is to amend Section the Roam Final Development Plan. This text amendment will be to Exhibit D: Note 3, Development Standards chart shall be revised as follows:

See cover letter.

AFFIDAVIT

I, Jeff Vogel being duly sworn, declare that I am (please check one) X the authorized representative to act for the property owner, _____ the owner of the property involved in this application and that the foregoing statements and answers herein contained and the information herewith submitted are in all respects true and correct to the best of my knowledge and belief. By signing this application, I have read and agree to the reimbursement fees that may be charged for review of this project as outlined in Section 7-10-8 of the Town Code. At a minimum, this project will require consultants for engineering review and legal review and this shall serve as the written notice required by Section 7-10-8 of the Town Code for these two consultants.

Signature of Owner Date

Signature of Representative Date 5.11.21

Acceptance of this application and required filing fee does not constitute a complete application. Plans and other material required to constitute a complete application are listed in the application procedure.

STAFF USE ONLY (do not write below this line)

Application Received By:		
Case #	Date / Time:	
Total Fees: $	Date Paid:	Check #
Additional Comments:		

ROAM Cabins Phase I

Engineer's Opinion of Estimated Cost

Item Description	L	W	D	Unit	Unit Cost	Total Quantity	Total Cost
Project Information							**Paving Width**
Approximate Limits of Disturbance				AC		1.0	
Local Road				LF		185	20'
Total Lots / Units				Lot		4	
Site Total							
Gas				LF	$ 50.00	170	$ 8,500.00
Electric				LF	$ 50.00	260	$ 13,000.00
Landscaping				LS	$ 15,000.00	1	$ 15,000.00
Signage				EA	$ 500.00	2	$ 1,000.00
Mobilization & General Conditions				LS	$ 20,000.00	1	$ 20,000.00
Professional Services				LS	$ 30,000.00	1	$ 30,000.00
Total Site							**$ 87,500.00**
Demolition Total							
Remove Sidewalk				SY	$ 12.00	10	$ 120.00
Sawcut Pavement				LF	$ 3.00	110	$ 330.00
Total Demolition							**$ 450.00**
Earthwork							
Cut to Fill Onsite				CY	$ 8.00	3,500	$ 28,000.00
Import material				CY	$ 12.00	1,800	$ 21,600.00
Clear and Grub				AC	$ 2,000.00	1	$ 2,000.00
Topsoil Removal/Replace			6"	CY	$ 20.00	90	$ 1,800.00
Total Earthwork							**$ 53,400.00**
Asphalt Paving	**LF**	**W**	**SF**				
Subgrade Prep (Local)	185	26'	4810	SY	$ 2.00	600	$ 1,200.00
Asphalt Pavement (4" Depth)	185	20'	3700	TON	$ 140.00	90	$ 12,600.00
Class 6 Road Base (9" Depth)	185	26'	4810	CY	$ 40.00	130	$ 5,200.00
Geosynthetic textile fabric	185	26'	4810	SY	$ 10.00	600	$ 6,000.00
Total Asphalt Paving							**$ 25,000.00**
Concrete							
Crosspan				EA	$ 4,000.00	2	$ 8,000.00
Curb & Gutter (Rollover)				LF	$ 25.00	370	$ 9,250.00
Curb Ramp (Corner)				EA	$ 3,000.00	4	$ 12,000.00
Total Concrete							**$ 29,250.00**

ROAM Cabins Phase I

Engineer's Opinion of Estimated Cost

Item Description	L	W	D	Unit	Unit Cost	Total Quantity	Total Cost
Sanitary Sewer							
Connection to Existing Sanitary Manhole				EA	$ 5,000.00	1	$ 5,000.00
Manhole 4' DIA (< 12' deep)				EA	$ 3,600.00	4	$ 14,400.00
PVC 8" (Ave 8' deep)				LF	$ 75.00	185	$ 13,875.00
Service Lateral (Wye, Service Line, Cleanout, Marker Post)				EA	$ 2,000.00	4	$ 8,000.00
							$ -
Total Sanitary Sewer							**$ 41,275.00**
Storm Sewer							
Water Quality Pond				LS	$ 5,000.00	1	$ 5,000.00
Drainage Swale BMP				LF	$ 20.00	150	$ 3,000.00
Riprap 9" Type L				CY	$ 180.00	10	$ 1,800.00
Total Storm Sewer							**$ 9,800.00**
Potable Water							
Connect to Existing Water Stub				EA	$ 2,000.00	2	$ 4,000.00
DIP 8" (Includes all fittings)				LF	$ 85.00	205	$ 17,425.00
Service Line 3/4"				EA	$ 2,000.00	4	$ 8,000.00
Total Potable Water							**$ 29,425.00**
Grand Total							**$ 276,100.00**

TOWN OF WINTER PARK
RESOLUTION NO. 1878
SERIES OF 2021

A RESOLUTION APPROVING A DEVELOPMENT IMPROVEMENTS AGREEMENT STANDARD FORM FOR FIRESIDE CREEK APARTMENTS

WHEREAS, the Town of Winter Park is the current owner of certain real property described in the Agreement (herein known as the "Property");

WHEREAS, Winter Park Partners, LLC, the developer working in cooperation with the Town and the Winter Park Housing Authority, is required to complete certain improvements associated with the development known as Fireside Creek Apartments (the "Development");

WHEREAS, the Town staff has reviewed the attached Development Improvements Agreement (DIA) and recommends conditional approval to the Town Council; and

WHEREAS, Section 9-1-3 of the Winter Park Town Code requires the Town Council approve DIAs by resolution.

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

1. Findings. The Town Council hereby finds and determines that the attached Development Improvements Agreement Standard Form and Exhibits (attached hereto as Exhibit A) meet all of the applicable criteria set forth in Title 9 of the Winter Park Town Code (the "Code").

2. Decision. Based on the foregoing findings, the Town Council hereby approves the Development Improvements Agreement for Fireside Creek Apartments, subject to the following condition, which shall be satisfied prior to beginning site improvements:

   a. Applicant shall provide surety prior to work commencing on any portion of the Development.

APPROVED AND PASSED this 20th day of July 2021 by a vote of _____ to _____.

TOWN OF WINTER PARK

_____
Nick Kutrumbos, Mayor

ATTEST:

_____
Danielle Jardee, Town Clerk

TOWN OF WINTER PARK
P.O. Box 3327 • 50 Vasquez Road • Winter Park, CO 80482
Phone: 970-726-8081 • Fax: 970-726-8084
Website: www.wpgov.com

LAND USE REVIEW APPLICATION FORM

PROJECT INFORMATION

Project Name: Fireside Creek Apartments	Date: 3/4/2021
Street Address (or general location if not addressed): Two adjacent parcels immediately south of Wolf Park	
Schedule Number(s) or Parcel Number(s): 158733204001 & 158733200002	
Site Area (in square feet or acres): 1.9 Acres	Existing Zoning: R-2 (Multi-family residential)
Existing Land Use: Undeveloped	
Legal Description: Parcel A: That portion of the south one half of the northwest one quarter of Section 33.	
Township 1 South, Range 75 West of the Sixth Principal Meridian Parcel B: Lot 3 Silverado Condominiums II	

OWNER / APPLICANT

Name:	Phone: 970-726-8081 x209
Company: Town of Winter Park	Email: ajanes@wpgov.com
Mailing Address: PO Box 3327 Winter Park, CO 80482	

CONTACT PERSON

Name: Alisha Janes	Phone: 970-726-8081 x 209
Company: Town of Winter Park	Email: ajanes@wpgov.com
Mailing Address: PO Box 3327 Winter Park, CO 80482	

TYPE OF APPLICATION (check all that apply)

	Subdivision	Fee		Other Development	Fee
	Sketch Plan	$250.00		Zoning Variance	$250.00
	Preliminary Plat	$500.00*		Special Use Permit	$150.00
	Final Plat	$750.00*		Rezoning Request	$350.00
	Amended Final Plat	$375.00*	✓	Subdivision Exemption	$300.00
	As-Built Plat	$250.00		Amended Exemption	$150.00
	Amended As-Built Plat	$250.00*		Annexation	$500.00*
	*Number of Lots:	x $10.00		*Number of Lots:	x $10.00
	TOTAL FEES:	$		TOTAL FEES:	$ N/A Waived
	Minor Subdivision	Fee		Planned Development	Fee
	Final Plat	$400.00*		Preapplication Conference	No Fee
	Amended Minor Sub.	$250.00		Preliminary Development Plan	$1,000.00**
				Final Development Plan	$1,000.00**
				Amended Final Plan	$500.00**
	*Number of Lots:	x $10.00		**Number of Lots:	x $2.00
	TOTAL FEES:	$ /		TOTAL FEES:	$ N/A Waived

* In addition to the base fee, an additional $10.00 per unit or lot

** In addition to the base fee, an additional $2.00 per unit or lot

In addition to the base fees the applicant is required to pay the cost of any legal notices and adjoining property owner certified mailings. The applicant may also be subject to reimbursement fees as outlined within Section 7-10-8 of the Town Code.

BRIEF DESCRIPTION OF THE PROJECT

This workforce housing project is proposed to include 66 total deed-restricted apartment units, including 54 1-bedroom units, and twelve 2-bedroom units spread across 2 buildings running along the north side of the two parcels. The development site slopes 40 feet from northwest to southeast and features existing utilily easements that run through the center of the property. The proposed parking on the site will include 82 spots with 1 assigned spot for each bedroom plus four designated visitor parking spots. The Town will retain the deed restrictions, which will restrict the site to workforce housing indefinitely. Residents in the apartments must work at least 1,000 hours per year or 35 hours per week in Grand County. All residents must be listed on the lease with no subletting permitted.

AFFIDAVIT

I, _Alisha Janes____ being duly sworn, declare that I am (please check one) ____✓_ the authorized representative to act for the property owner, _____ the owner of the property involved in this application and that the foregoing statements and answers herein contained and the information herewith submitted are in all respects true and correct to the best of my knowledge and belief. By signing this application, I have read and agree to the reimbursement fees that may be charged for review of this project as outlined in Section 7-10-8 of the Town Code. At a minimum, this project will require consultants for engineering review and legal review and this shall serve as the written notice required by Section 7-10-8 of the Town Code for these two consultants.

_____ _____

Signature of Owner Date

Alisha Janes 3/4/2020

Signature of Representative Date

Acceptance of this application and required filing fee does not constitute a complete application. Plans and other material required to constitute a complete application are listed in the application procedure.

STAFF USE ONLY (do not write below this line)

Application Received By:		
Case #	Date / Time:	
Total Fees: $	Date Paid:	Check #
Additional Comments:		

DEVELOPMENT IMPROVEMENTS AGREEMENT STANDARD FORM

KNOW ALL MEN BY THESE PRESENTS, That:

Winter Park Partners, LLC,

as Property Owner / Developer (hereafter referred to as Principal(s)), the address of which is:

650 S Cherry Street, Suite 1400, Denver, Colorado 80246

shall be held and firmly bound unto the Town of Winter Park ("the Town"), the address of which is PO Box 3327, Winter Park, Colorado, 80482, in the sum of:

One million, five hundred twenty-one thousand, four hundred forty-four DOLLARS

($ 1,521,444.00), being lawful money of the United States, for the payment whereof to the Town, the Principal and the surety bind themselves, their heirs, executors, administrators, successors, and assign, jointly and severally, firmly to these presents:

SIGNED, SEALED AND DATED, this 7TH day of JULY, 2021.

WHEREAS, Principal(s) have made application to the Town for approval of a proposed development of certain real property legally described as:

Section 33, T1S, R75W, 6TH P.M., Grand County, Colorado 80482

Said proposed development was approved with certain conditions, one of which is that monies in the form of cash or a letter of credit in the amount of:

One million, five hundred twenty-one thousand, four hundred forty-four DOLLARS

($ 1,521,444.00) be deposited with the Town to guarantee certain improvements in said proposed development.

AGREEMENT

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the above named Principal(s) shall within one (1) year from the date hereof truly make and perform the required construction of improvements of said proposed development in accordance with the approved plans on file with the Town and the requirements outlined in the Town Code, the Development Improvements Agreement (with attached Exhibits A and B), and Resolution No. _____, Series of 20___, then this obligation is void; otherwise it is to remain in full force and effect. This Agreement may be extended if additional time is required as outlined in Section 8-3-11E of the Winter Park Town Code.

DEFAULTS

It is hereby understood and agreed that in the event that: a) any required improvements have not been completed to the town's satisfaction as provided herein; b) the Principal (s) fails to properly install, inspect or maintain stormwater management plans / erosion control plans c) construction ceases for one hundred eighty (180) days; d) the Principal (s) fails to complete construction of any required improvements by the completion date; e) the Principal (s) fails to cure any noncompliance specified in any written notice of noncompliance within the specified time frame after receipt of the notice of noncompliance; f) the Principal

(s) otherwise breaches or fails to comply with any of its obligations under the development improvement agreement; g) the Principal (s) becomes insolvent, files a voluntary petition in bankruptcy, is adjudicated as bankrupt pursuant to an involuntary petition in bankruptcy, or a receiver is appointed for principal(s); h) the Colorado bank or savings institution securing the irrevocable letter of credit has financial instability as determined by the town manager in his or her sole discretion; or i)the terms of this development improvement agreement and approved plans are determined to be abandoned at the sole discretion of the town council. The town may thereupon declare the development improvement agreement to be in default and may perform any or all of the following actions:

a. Collect or draw upon the cash deposit or letter of credit in amounts sufficient to cover the cost of any required improvements;

b. Refuse to issue any building permit, perform building inspections or issue a certificate of occupancy until any required improvements are completed;

c. Revoke any building permit previously issued under which construction directly related to such building permit has not commenced;

d. Refuse to process additional plans or design review until any required improvements are completed;

e. Vacate any portion of the plat for which any required improvements have not been completed;

f. Complete such work as the town deems necessary to complete any required improvements, using monies from the cash deposit or letter of credit;

g. Remove any required uncompleted improvements the town deems necessary;

h. Take measures to visually improve the property by restoring, reclaiming, mitigating or screening the property; or

i. Any other remedy available at law.

Any cost associated with any work performed by the town which is in excess of the amount of the cash deposit or letter of credit shall be billed to the Principal (s), and if not paid within one hundred twenty (120) days, the outstanding bill may be collected in the manner provided by Colorado Revised Statutes 31-20-105.

Unless necessary to protect the immediate health, safety and welfare of the town, or to protect the interest of the town with regard to security given for the completion of any required improvements, the town shall provide the Principal (s) thirty (30) days' written notice of its intent to take any action described above, during which thirty (30) day period the Principal (s) may cure the breach described in the notice and prevent further action by the town.

BINDING EFFECT

The duties and promises undertaken and financial guarantees provided made by the Principal (s) herein shall become covenants running with the land and shall be binding upon the Principal (s) as well as its successors

or assigns.

ASSIGNABILITY

Any grantee or transferee of the Principal (s) shall be obligated to fulfill any and all obligations of the Principal (s) under this development improvement agreement. The Principal (s) may assign its rights and obligations under this agreement to a party who is the successor or assignee of the Principal (s) in its capacity as Principal (s) of the development without the consent of the town; provided, however, that: a) the Principal (s) notify the town of the assignment and of the name and address of the successor Principal (s), and b) the successor Principal (s) assumes the obligations of the Principal (s) under this agreement and a new agreement is executed with the town. Unless otherwise agreed by town, the Principal (s) shall remain liable for performance of the obligations of the Principal (s) under this agreement. The town shall release the deposit guarantee furnished by the Principal (s) only if the town accepts a new guarantee from any successor Principal (s).

FINANCIAL GUARANTEE

The Principal shall guarantee and deposit with the Town, one hundred and twenty percent (120%) of the total cost of any and all improvements pursuant to this Agreement in the form of cash or an acceptable letter of credit. The expiration date of any letter of credit shall be at least thirty (30) days following the completion date of any and all improvements.

WARRANTY

The Principal shall warrant and provide security for any and all improvements pursuant to this Agreement for a period of two (2) years from the date the Town certifies that the same conform with specifications approved by the Town. The warranty security shall be in the amount of twenty percent (20%) of the total cost of the improvements.

Any and all improvements shall be free of defects in materials or workmanship during the two (2) year warranty period. During the two (2) year warranty period, the Town may accept public streets for snow removal purposes only. The Town may accept any public improvements for maintenance after the warranty period has expired, provided all public improvements have been approved by the Town.

Specific warranty security for revegetation and landscaping, in the amount of twenty percent (20%) of the total cost of said improvements, shall remain in place with the Town for a period of two (2) full growing seasons or until proper revegetation and/or landscaping has occurred.

INDEMNIFICATION

The Principal shall indemnify and hold harmless the Town, its officers, employees, agents or servants from any and all suits, actions, and claims of every nature and description caused by, arising from or on account of any act or omission of the Principal, or of any other person or entity for whose act or omission the Principal is liable, with respect to construction of the public and private improvements; and the Principal as the result of any suit, action, or claim together with all reasonable expenses and attorney fees incurred by the Town in defending any such suit, action or claim.

TAXES

Upon dedicating property to the Town, the Principal shall have paid all property taxes on the Property dedicated to the Town and the Property shall be free and clear of any taxes, liens , or encumbrances.

ATTORNEY FEES

Should this Agreement become the subject of litigation to resolve a claim of default of performance by the Principal and a court of competent jurisdiction determines that the Principal was in default in the performance of this Agreement, the Principal shall pay the attorney fees, expenses and court costs of the Town.

NOTICE

All notices required under this Agreement shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

Notice to the Town: Town of Winter Park
PO Box 3327
Winter Park, CO 80482

Notice to Principal: WINTER PARK PARTNERS, LLC
10777 BARKLEY STREET, STE. 140
OVERLAND PARK, KS 66211

WHEREFORE, the parties hereto have executed this Agreement on the day and year first above-written.

PRINCIPAL

PRINCIPAL

STATE OF ~~COLORADO~~ KANSAS }
}SS
COUNTY OF JOHNSON }

The foregoing instrument was acknowledged before me this 7TH day of JULY, 2021 by JACOB MOONEY.

Witness my hand and official seal.
My commission expires: 10/29/2024.

LEEANN N HEARL
Notary Public, State of Kansas
My Appointment Expires
10/29/2024

Notary Public

(SEAL)

Project Name: Fireside Creek
Completion Date:
In accordance with the Improvements Agreement between the Town of Winter Park and Winter Park Partners, LLC (Principal), dated _____, the Principal hereby agrees to provide the improvements noted below and depicted on the approved plans for this project.

	IMPROVEMENT	QTY	UNIT	UNIT COST	TOTAL COST	COMPLETION DATE
Roads	Subgrade Construction (clearing, cut/fill, grading)					
	Surfacing (sub-base, base) _____" thick					
	Paving (pavement, shoulder gravel) 6/7" thick	2,678	SF	$8.64	$23,138	
	Curb/Gutter					
	Sidewalks					
	Street Name Signs					
	Street Lights/Signs/Traffic Control Devices					
	Snow Storage					
Parking	Subgrade Construction 6/8" thick	885	TON	$39.20	$34,692	
	Surfacing _____" thick					
	Paving 4" thick	2,621	SY	$49.13	$128,770	
	Curb/Gutter	1,195	LF	$42.70	$51,027	
	Sidewalks	3,656	SF	$8.40	$30,711	
	Lighting	1	LS	$58,800	$58,800	
	Striping	70	STALL	$140.00	$9,800	
	Snow Storage	9,824	SF	$2.24	$22,006	
Pathways	Grading/Drainage					
	Surfacing _____" thick					
	Signs					
Drainage	Culverts	4	EA	$2,520	$10,080	
	Storm Drains	528	LF	$236.54	$124,893	
	Detention Facilities	1	LS	$33,066	$33,066	
	Erosion Control	1	LS	$86,352	$86,352	
Landscape	Re-vegetation	32,550	SF	$1.12	$36,456	
	Landscape Material (itemize on Exhibit B)	1	LS	$186,200	$186,200	
Utilities	Water Mains	315	LF	$653.70	$205,916	
	Hydrants	1	EA	$5,600	$5,600	
	Taps	5	EA	$2,868	$14,340	
	Manholes	4	EA	$5,625	$22,500	
	Sewer Mains	138	LF	$241.45	$33,320	
	Electric	270	LF	$22.40	$6,048	
	Gas					
	Other Utilities					
Misc.	Fire Mitigation					
	Fuels Modification					
	Defensible Space					
	~~Wetlands Mitigation~~ Retaining Walls	2,225	SF	$56.00	$126,400	
Clean-Up	Site Clean-Up	88,775	SF	$0.20	$17,755	
	SUBTOTAL OF COSTS				$1,267,870	

	TOTAL (Subtotal x 1.20)				$1,521,444	

Project Name: Fireside Creek
Completion Date:
In accordance with the Improvements Agreement between the Town of Winter Park and Winter Park Partners, LLC (Principal), dated _____, the Principal hereby agrees to provide the improvements noted below and depicted on the approved plans for this project.

IMPROVEMENT	SIZE Height & Calliper	QTY	UNIT	UNIT COST	TOTAL COST	COMPLETION DATE
EVERGREEN TREES						
Spruce, Colorado Blue	13'	10	EA	$1,950	$19,500	
Spruce, Engelmann	10'	9	EA	$1,500	$13,500	
Pine, Lodgepole	8'	1	EA	$1,200	$1,200	
Pine, Limber	8'	14	EA	$1,200	$16,800	
Pine, Bristlecone	8'	1	EA	$1,200	$1,200	
DECIDUOUS TREES						
Aspen, Quaking	8'	19	EA	$250	$4,750	
Aspen, Quaking/Populous Tremuloides	10'	3	EA	$350	$1,050	
Cottonwood Narrow Leaf	8'	5	EA	$300	$1,500	
Chokecherry	8'	2	EA	$460	$920	
EVERGREEN SHRUBS						
Pine Mugo		2	EA	$100	$200	
Juniper		14	EA	$125	$1,750	
DECIDUOUS SHRUBS						
Alder Native Thinleaf		11	EA	$85	$935	
Rocky Mountain Birch		5	EA	$45	$225	
Current Alpine		6	EA	$90	$540	
Dogwood Redtwig		17	EA	$1,200	$20,400	
Snowberry		5	EA	$1,100	$5,500	
Ninebark		3	EA	$85	$255	
Maple Amur		12	EA	$85	$1,020	
Willow		14	EA	$70	$980	
GROUND COVER						
Kinnikinnick		1	EA	$75	$75	
Pussytoes Pink		5	EA	$80	$400	
Strawberry Wild		3	EA	$55	$165	
Mahonia Creeping		1	EA	$60	$60	
Sedum		3	EA	$55	$165	
MISCELLANEOUS						
Grass/Soil/Mulch		32,550	SF	$1.36	$44,340	
Irrigation		32,550	SF	$1.50	$48,825	
SUBTOTAL (Carry over to previous page.)						

TOWN OF WINTER PARK
RESOLUTION NO. 1879
SERIES OF 2021

A RESOLUTION APPROVING A DEVELOPMENT IMPROVEMENTS AGREEMENT STANDARD FORM FOR JANE CREEK, LOT 1B CONDOMINIUMS

WHEREAS, Unicume Colorado, LLC and Lot 1B, Inc are the current owners of certain real property described in the Agreement (herein known as the "Property");

WHEREAS, Unicume Colorado, LLC and Lot 1B, Inc. are required to complete certain improvements associated with the development known as Jane Creek, Lot 1B Condominiums (the "Development");

WHEREAS, the Town staff has reviewed the attached Development Improvements Agreement (DIA) and recommends conditional approval to the Town Council; and

WHEREAS, Section 9-1-3 of the Winter Park Town Code requires the Town Council approve DIAs by resolution.

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

1. Findings. The Town Council hereby finds and determines that the attached Development Improvements Agreement Standard Form and Exhibits (attached hereto as Exhibit "A") meets all of the applicable criteria set forth in Title 9 of the Winter Park Town Code.

2. Decision. Based on the foregoing findings, the Town Council hereby approves the Development Improvements Agreement for Jane Creek, Lot 1B Condominiums, subject to the following conditions, all of which shall be satisfied prior to beginning site improvements:

   a. Applicant shall provide surety prior to work commencing on any portion of the Development.
   b. Applicant shall address to the Town's satisfaction all comments made by the Town Engineer in the letter dated June 9, 2021.

APPROVED AND PASSED this 20th day of July 2021 by a vote of _____ to _____.

TOWN OF WINTER PARK

_____
Nick Kutrumbos, Mayor

ATTEST:

_____
Danielle Jardee, Town Clerk

DEVELOPMENT IMPROVEMENTS AGREEMENT
STANDARD FORM

KNOW ALL MEN BY THESE PRESENTS, That:
Unicume Colorado, LLC / Lot 1B, Inc

as Property Owner / Developer (hereafter referred to as Principal(s)), the address of which is:
PO Box 3302, Winter Park, CO 80482

shall be held and firmly bound unto the Town of Winter Park ("the Town"), the address of which is PO Box 3327, Winter Park, Colorado, 80482, in the sum of:
Three Hundred Thirty Five Thousand and 00/100 DOLLARS

($335,000.00), being lawful money of the United States, for the payment whereof to the Town, the Principal and the surety bind themselves, their heirs, executors, administrators, successors, and assign, jointly and severally, firmly to these presents:

SIGNED, SEALED AND DATED, this 1st day of July, 2021.

WHEREAS, Principal(s) have made application to the Town for approval of a proposed development of certain real property legally described as:
Jane Creek, Lot 1B / Jane Creek, Lot 1B Condominiums
100 Iron Horse Way, Winter Park, CO 80482

Said proposed development was approved with certain conditions, one of which is that monies in the form of cash or a letter of credit in the amount of:
Three Hundred Thirty Five Thousand and 00/100 DOLLARS

($335,000.00) be deposited with the Town to guarantee certain improvements in said proposed development.

AGREEMENT

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the above named Principal(s) shall within one (1) year from the date hereof truly make and perform the required construction of improvements of said proposed development in accordance with the approved plans on file with the Town and the requirements outlined in the Town Code, the Development Improvements Agreement (with attached Exhibits A and B), and Resolution No. _____, Series of 20___, then this obligation is void; otherwise it is to remain in full force and effect. This Agreement may be extended if additional time is required as outlined in Section 8-3-11E of the Winter Park Town Code.

DEFAULTS

It is hereby understood and agreed that in the event that: a) any required improvements have not been completed to the town's satisfaction as provided herein; b) the Principal (s) fails to properly install, inspect or maintain stormwater management plans / erosion control plans c) construction ceases for one hundred eighty (180) days; d) the Principal (s) fails to complete construction of any required improvements by the completion date; e) the Principal (s) fails to cure any noncompliance specified in any written notice of noncompliance within the specified time frame after receipt of the notice of noncompliance; f) the Principal

(s) otherwise breaches or fails to comply with any of its obligations under the development improvement agreement; g) the Principal (s) becomes insolvent, files a voluntary petition in bankruptcy, is adjudicated as bankrupt pursuant to an involuntary petition in bankruptcy, or a receiver is appointed for principal(s); h) the Colorado bank or savings institution securing the irrevocable letter of credit has financial instability as determined by the town manager in his or her sole discretion; or i)the terms of this development improvement agreement and approved plans are determined to be abandoned at the sole discretion of the town council. The town may thereupon declare the development improvement agreement to be in default and may perform any or all of the following actions:

a. Collect or draw upon the cash deposit or letter of credit in amounts sufficient to cover the cost of any required improvements;

b. Refuse to issue any building permit, perform building inspections or issue a certificate of occupancy until any required improvements are completed;

c. Revoke any building permit previously issued under which construction directly related to such building permit has not commenced;

d. Refuse to process additional plans or design review until any required improvements are completed;

e. Vacate any portion of the plat for which any required improvements have not been completed;

f. Complete such work as the town deems necessary to complete any required improvements, using monies from the cash deposit or letter of credit;

g. Remove any required uncompleted improvements the town deems necessary;

h. Take measures to visually improve the property by restoring, reclaiming, mitigating or screening the property; or

i. Any other remedy available at law.

Any cost associated with any work performed by the town which is in excess of the amount of the cash deposit or letter of credit shall be billed to the Principal (s), and if not paid within one hundred twenty (120) days, the outstanding bill may be collected in the manner provided by Colorado Revised Statutes 31-20-105.

Unless necessary to protect the immediate health, safety and welfare of the town, or to protect the interest of the town with regard to security given for the completion of any required improvements, the town shall provide the Principal (s) thirty (30) days' written notice of its intent to take any action described above, during which thirty (30) day period the Principal (s) may cure the breach described in the notice and prevent further action by the town.

BINDING EFFECT
The duties and promises undertaken and financial guarantees provided made by the Principal (s) herein shall become covenants running with the land and shall be binding upon the Principal (s) as well as its successors or assigns.

ASSIGNABILITY
Any grantee or transferee of the Principal (s) shall be obligated to fulfill any and all obligations of the Principal (s) under this development improvement agreement. The Principal (s) may assign its rights and obligations under this agreement to a party who is the successor or assignee of the Principal (s) in its capacity as Principal (s) of the development without the consent of the town; provided, however, that: a) the Principal (s) notify the town of the assignment and of the name and address of the successor Principal (s), and b) the successor Principal (s) assumes the obligations of the Principal (s) under this agreement and a new agreement is executed with the town. Unless otherwise agreed by town, the Principal (s) shall remain liable for performance of the obligations of the Principal (s) under this agreement. The town shall release the deposit guarantee furnished by the Principal (s) only if the town accepts a new guarantee from any successor Principal (s).

FINANCIAL GUARANTEE
The Principal shall guarantee and deposit with the Town, one hundred and twenty percent (120%) of the total cost of any and all improvements pursuant to this Agreement in the form of cash or an acceptable letter of credit. The expiration date of any letter of credit shall be at least thirty (30) days following the completion date of any and all improvements.

WARRANTY
The Principal shall warrant and provide security for any and all improvements pursuant to this Agreement for a period of two (2) years from the date the Town certifies that the same conform with specifications approved by the Town. The warranty security shall be in the amount of twenty percent (20%) of the total cost of the improvements.

Any and all improvements shall be free of defects in materials or workmanship during the two (2) year warranty period. During the two (2) year warranty period, the Town may accept public streets for snow removal purposes only. The Town may accept any public improvements for maintenance after the warranty period has expired, provided all public improvements have been approved by the Town.

Specific warranty security for revegetation and landscaping, in the amount of twenty percent (20%) of the total cost of said improvements, shall remain in place with the Town for a period of two (2) full growing seasons or until proper revegetation and/or landscaping has occurred.

INDEMNIFICATION
The Principal shall indemnify and hold harmless the Town, its officers, employees, agents or servants from any and all suits, actions, and claims of every nature and description caused by, arising from or on account of any act or omission of the Principal, or of any other person or entity for whose act or omission the Principal is liable, with respect to construction of the public and private improvements; and the Principal as the result of any suit, action, or claim together with all reasonable expenses and attorney fees incurred by the Town in defending any such suit, action or claim.

TAXES
Upon dedicating property to the Town, the Principal shall have paid all property taxes on the Property dedicated to the Town and the Property shall be free and clear of any taxes, liens , or encumbrances.

ATTORNEY FEES

Should this Agreement become the subject of litigation to resolve a claim of default of performance by the Principal and a court of competent jurisdiction determines that the Principal was in default in the performance of this Agreement, the Principal shall pay the attorney fees, expenses and court costs of the Town.

NOTICE

All notices required under this Agreement shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

Notice to the Town: Town of Winter Park
PO Box 3327
Winter Park, CO 80482

Notice to Principal: Unicume Colorado, LLC / Lot 1B, Inc

PO Box 3302, Winter Park, Colorado 80482

unicumecolorado@gmail.com

WHEREFORE, the parties hereto have executed this Agreement on the day and year first above-written.

PRINCIPAL Mark Unicume, Managing Member / President

STATE OF COLORADO }
}SS
COUNTY OF Grand }

The foregoing instrument was acknowledged before me this 9 day of July, 2021 by Mark Unicume.

Witness my hand and official seal.
My commission expires: July 14, 2025

(SEAL)
DANIELLE S. JARDEE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174029408
MY COMMISSION EXPIRES JULY 14, 2025

Notary Public

Development Improvements Agreement Standard Form – Exhibit A

Project Name: Jane Creek, Lot 1B Condominiums

Completion Date: December 2022

In accordance with the Improvements Agreement between the Town of Winter Park and Unicume Colorado, LLC / Lot 1B, Inc (Principal), dated July 1, 2021, the Principal hereby agrees to provide the improvements noted below and depicted on the approved plans for this project.

	IMPROVEMENT	QTY	UNIT	UNIT COST	TOTAL COST	COMPLETION DATE
Roads	Subgrade Construction (clearing, cut/fill, grading)	See attached Engineers Cost Breakdown				
	Surfacing (sub-base, base) _____" thick					
	Paving (pavement, shoulder gravel) _____" thick					
	Curb/Gutter					
	Sidewalks					
	Street Name Signs					
	Street Lights/Signs/Traffic Control Devices					
	Snow Storage					
Parking	Subgrade Construction _____" thick					
	Surfacing _____" thick					
	Paving _____" thick					
	Curb/Gutter					
	Sidewalks					
	Lighting					
	Striping					
	Snow Storage					
Pathways	Grading/Drainage					
	Surfacing _____" thick					
	Signs					
Drainage	Culverts					
	Storm Drains					
	Detention Facilities					
	Erosion Control					
Landscape	Re-vegetation					
	Landscape Material (itemize on Exhibit B)					
Utilities	Water Mains					
	Hydrants					
	Taps					
	Manholes					
	Sewer Mains					
	Electric					
	Gas					
	Other Utilities					
Misc.	Fire Mitigation					
	Fuels Modification					
	Defensible Space					
	Wetlands Mitigation					
Clean-Up	Site Clean-Up					
	SUBTOTAL OF COSTS				$275,418.00	December 2022
	TOTAL (Subtotal x 1.20)			Approx	$335,000.00	

Development Improvements Agreement Standard Form – Exhibit B

Project Name: Jane Creek, Lot 1B Condominiums

Completion Date: December 2022

In accordance with the Improvements Agreement between the Town of Winter Park and Unicume Colorado, LLC / Lot 1B, Inc (Principal), dated July 1, 2021, the Principal hereby agrees to provide the improvements noted below and depicted on the approved plans for this project.

IMPROVEMENT	SIZE Height & Caliper	QTY	UNIT	UNIT COST	TOTAL COST	COMPLETION DATE
TBD	See attached Engineers Cost Breakdown					
SUBTOTAL (Carry over to previous page.)					Included Above	

TOWN OF WINTER PARK
P.O. Box 3327 • 50 Vasquez Road • Winter Park, CO 80482
Phone: 970-726-8081 • Fax: 970-726-8084
Website: www.wpgov.com

LAND USE REVIEW APPLICATION FORM

PROJECT INFORMATION	
Project Name: Jane Creek, Lot 1B Condominiums	Date: March 12, 2021
Street Address (or general location if not addressed): 100 Iron Horse Way, Winter Park, CO 80482	
Schedule Number(s) or Parcel Number(s): R303162	
Site Area (in square feet or acres): 1.533 (66,758 SF)	Existing Zoning: DC
Existing Land Use: Vacant Land	
Legal Description: Jane Creek Minor Subdivision, Lot 1B	

OWNER / APPLICANT	
Name: Mark Unicume	Phone: 602-903-5774
Company: Unicume Colorado, LLC / Lot 1B, Inc	Email: unicumecolorado@gmail.com
Mailing Address: PO Box 3302, Winter Park, CO 80482	

CONTACT PERSON	
Name: Mark Unicume	Phone:
Company: Same	Email:
Mailing Address:	

TYPE OF APPLICATION (check all that apply)

	Subdivision	Fee		Other Development	Fee
✓			✓		
	Sketch Plan	$250.00		Zoning Variance	$250.00
X	Preliminary Plat	$500.00*		Special Use Permit	$150.00
	Final Plat	$750.00*		Rezoning Request	$350.00
	Amended Final Plat	$375.00*		Subdivision Exemption	$300.00
	As-Built Plat	$250.00		Amended Exemption	$150.00
	Amended As-Built Plat	$250.00*		Annexation	$500.00*
X *	*Number of Lots:	72* x $10.00		*Number of Lots:	x $10.00
	TOTAL FEES:	$ $1,220.00		TOTAL FEES:	$
	Minor Subdivision	Fee		Planned Development	Fee
✓			✓		
	Final Plat	$400.00*		Preapplication Conference	No Fee
	Amended Minor Sub.	$250.00		Preliminary Development Plan	$1,000.00**
				Final Development Plan	$1,000.00**
				Amended Final Plan	$500.00**
	*Number of Lots:	x $10.00		**Number of Lots:	x $2.00
	TOTAL FEES:	$ 1,220.00		TOTAL FEES:	$

* In addition to the base fee, an additional $10.00 per unit or lot

** In addition to the base fee, an additional $2.00 per unit or lot

In addition to the base fees the applicant is required to pay the cost of any legal notices and adjoining property owner certified mailings. The applicant may also be subject to reimbursement fees as outlined within Section 7-10-8 of the Town Code.

* 42 planned residential condominiums plus 30 planned commercial condominiums, subject to change on the Final Plat and As Built Condo Map as may be allowed by Town of Winter Park zoning codes and design guidelines.

BRIEF DESCRIPTION OF THE PROJECT

Lot 1B Condominiums is envisioned to be a phased three building mixed use condo community consisting of "for sale" residentail condos units, "for lease" residential condos units as well as commercial use condo units with the commercial uses including, but limited to, an alpine ski club. The project will be situated on a 1.533 acre site in the DC zoning district with an allowable residential density of 28 DUA plus commercial uses. The proposed development is compliant with the allowable DC uses and densities with 42 residential condominiums plus a commercial component. A height variance of 69.5' has been requested by separate application and is necessary to the viablity of the project given the hardships unique to the site given the geology, topography, wetlands and configuration of site as well as the precast construction methodolgy necesitated by the limited supply and cost of lumber and steel due to current market conditions. Please see the attached project description letter and submittal documentation for additional project detail.

AFFIDAVIT

I, Mark Unicume being duly sworn, declare that I am (please check one) _____ the authorized representative to act for the property owner, X the owner of the property involved in this application and that the foregoing statements and answers herein contained and the information herewith submitted are in all respects true and correct to the best of my knowledge and belief. By signing this application, I have read and agree to the reimbursement fees that may be charged for review of this project as outlined in Section 7-10-8 of the Town Code. At a minimum, this project will require consultants for engineering review and legal review and this shall serve as the written notice required by Section 7-10-8 of the Town Code for these two consultants.

Mark Unicume _____ 3/12/2021 _____

Signature of Owner Date

Mark Unicume, Managing Member / President _____ _____

Signature of Representative Date

Acceptance of this application and required filing fee does not constitute a complete application. Plans and other material required to constitute a complete application are listed in the application procedure.

STAFF USE ONLY (do not write below this line)

Application Received By:		
Case #	Date / Time:	
Total Fees: $	Date Paid:	Check #
Additional Comments:		

JANE CREEK LOT 1B
PRELIMINARY COST ESTIMATE

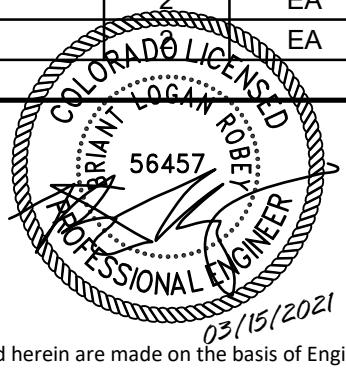
Private Improvements

Phase I

Earthwork				
Construction Item	**Qty.**	**Unit**	**Unit Price**	**Amount**
Clearing & Grubbing	1	LS	$400.00	$400.00
Rough Grading	6500	SY	$1.00	$6,500.00
Fine Grading	5200	SY	$1.25	$6,500.00
Undercut and Haul	950	CY	$5.00	$4,750.00
			Earthwork Subtotal	$18,150.00
Erosion Control				
Silt Fence	500	LF	$4.50	$2,250.00
Sediment Control Log	250	LF	$1.00	$250.00
Culvert Inlet Protection	1	EA	$350.00	$350.00
Concrete Washout	1	EA	$500.00	$500.00
Vehicle Tracking Control	2	EA	$2,500.00	$5,000.00
Erosion Control Blanket	1000	SF	$1.00	$1,000.00
Permanent Seeding and Mulching	0.4	AC	$10,000.00	$4,000.00
Erosion Control Maintenance	8	MO	$400.00	$3,200.00
			Erosion Control Subtotal	$16,550.00
Site Work				
Aggregate Base Course	150	TON	$50.00	$7,500.00
6" Asphalt (Hot-Mix)	440	TON	$90.00	$39,600.00
Concrete - 4" Walk	4000	SF	$2.20	$8,800.00
Concrete - 7" Drive	15500	SF	$4.00	$62,000.00
Concrete - Parking Block	0	EA	$100.00	$0.00
Retaining - 3' Block Wall	160	LF	$28.00	$4,480.00
Retaining - 4-6' Block Wall	120	LF	$55.00	$6,600.00
Signage - Accessible Parking	3	EA	$250.00	$750.00
Striping - 4" Thermo. White	1200	LF	$0.50	$600.00
Striping - 24" Stop Bar	0	LF	$3.00	$0.00
Striping - ISA Legend	3	EA	$300.00	$900.00
			Site Work Subtotal	$131,230.00
Utility				
Sewer - Tie to Ex.	1	EA	$1,000.00	$1,000.00
Sewer - 8" PVC Main Line	410	LF	$45.00	$18,450.00
Sewer - 6" PVC Svc Line, 7' Min. Bury	120	LF	$40.00	$4,800.00
Sewer - Cleanout w/ Conc. Collar	1	EA	$1,300.00	$1,300.00
Sewer - Two-Way Grade Cleanout	2	EA	$1,800.00	$3,600.00
Water - 6" DIP	80	LF	$50.00	$4,000.00
Water - 6" Gate Valve & Box	3	EA	$1,750.00	$5,250.00
Water - Cut in 8x6" Tee	1	EA	$6,000.00	$6,000.00
Water - 2" PVC Svc	2	EA	$600.00	$1,200.00

JANE CREEK LOT 1B
PRELIMINARY COST ESTIMATE

Water - Bend w/ Thrust Block	1	EA	$400.00	$400.00
Storm - 12" HDPE	150	LF	$20.00	$3,000.00
Storm - HDPE FES	2	EA	$600.00	$1,200.00
Storm - ADS Pond Outlet Structure	2	EA	$2,000.00	$4,000.00
Elec & Gas - Svc Connections (Allowance)	2	EA	$8,000.00	$16,000.00
			Utility Subtotal	$70,200.00
			PHASE I TOTAL	**$236,130.00**

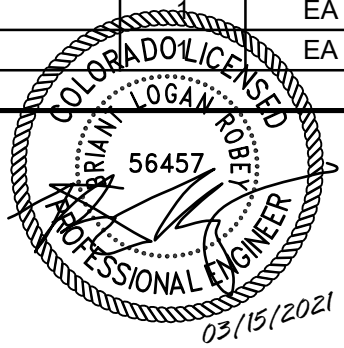


Engineer's opinions of probable Construction Cost provided herein are made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Engineer has no control over the cost of labor, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. Actual required quantities will vary from this estimate. Owner/Contractor to verify all required quantities and other estimate items, permits, fees, etc. not included above that may be specified in the Construction documents. If Owner wishes to have greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator.

JANE CREEK LOT 1B
PRELIMINARY COST ESTIMATE

Phase II

Earthwork				
Construction Item	**Qty.**	**Unit**	**Unit Price**	**Amount**
Fine Grading	1350	SY	$1.25	$1,687.50
Demo and Haul (Asphalt)	250	CY	$5.00	$1,250.00
			Earthwork Subtotal	$2,937.50
Erosion Control				
Silt Fence	300	LF	$4.50	$1,350.00
Sediment Control Log	100	LF	$1.00	$100.00
Concrete Washout	1	EA	$500.00	$500.00
Vehicle Tracking Control	1	EA	$2,500.00	$2,500.00
Permanent Seeding and Mulching	0.1	AC	$10,000.00	$1,000.00
Erosion Control Maintenance	8	MO	$500.00	$4,000.00
			Erosion Control Subtotal	$9,450.00
Site Work				
Concrete - 7" Drive	500	SF	$4.00	$2,000.00
Striping - 4" Thermo. White	900	LF	$0.50	$450.00
Striping - ISA Legend	2	EA	$300.00	$600.00
			Site Work Subtotal	$3,050.00
Utility				
Sewer - 6" PVC Svc Line, 7' Min. Bury	10	LF	$40.00	$400.00
Sewer - Cleanout w/ Conc. Collar	1	EA	$1,300.00	$1,300.00
Sewer - Two-Way Grade Cleanout	1	EA	$1,800.00	$1,800.00
Water - 6" DIP	80	LF	$50.00	$4,000.00
Water - 6" Gate Valve & Box	1	EA	$1,750.00	$1,750.00
Water - Cut in 8x6" Tee	1	EA	$6,000.00	$6,000.00
Water - 2" PVC Svc	1	EA	$600.00	$600.00
Elec & Gas - Svc Connections (Allowance)	1	EA	$8,000.00	$8,000.00
			Utility Subtotal	$23,850.00
			PHASE II TOTAL	**$39,287.50**



Engineer's opinions of probable Construction Cost provided herein are made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Engineer has no control over the cost of labor, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. Actual required quantities will vary from this estimate. Owner/Contractor to verify all required quantities and other estimate items, permits, fees, etc. not included above that may be specified in the Construction documents. If Owner wishes to have greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator.

TOWN OF WINTER PARK
TOWN COUNCIL
July 20, 2021

SPECIAL EVENT PERMIT –PUBLIC HEARING

Applicant: Denver Center for the Performing Arts / Charles Varin

Staff Contact: Dani Jardee, Town Clerk

Event Description: This is a Special Event Permit for a theatrical concert based on real stories of those affected by the Colorado wildfires to be held at the Rendezvous Event Center at Hideaway Park on August 20, 2021 at 6 p.m.

Staff Comments: The Special Event Permit application was received, reviewed, and approved by Town staff. Notification of the Public Hearing on the permit was published in the Sky Hi News on June 30 and in the Middle Park Times on July 1. No comments have been received.

Attachments: Application, Diagram, and Certificate of Good Standing

Staff Recommendation
Staff recommends the Town Council grant the Special Events Permit.

Special Event Permit Application

Please complete each section; additional sheets may be used if necessary. If your group will be serving alcohol, please complete Form DR 8439 also. Alcohol served in bottles or cans are never permitted at events.

Name of Applicant: Denver Center for the Performing Arts (DCPA)

Mailing Address of Applicant: 1101 13th Street, Denver CO 80204

Contact Name: Charles Varin Contact Number: 585-705-7955

Contact Email:

Type of Special Event (i.e. fundraiser, concert): Theatrical Concert based on real stories of those affected by the Colorado wildfire

Address of Special Event: Rendezvous Events Center, 78821 US 40 Winter Park CO 80482

Do you have written permission to use the premises? ☑ Yes ☐ No

Exact dates and times of the event:

Friday, August 20, 2021
5pm - Box Office Opens
6:00pm - Gates Open

Explain the nature of your organization, its function, and who/what benefits from its operations:

Denver Center for the Performing Arts is a 501(c)(3) charitable organization that produces and presents theatrical productions and educational activities. The DCPA serves communities throughout the Denver metro areas and the state through its performances and education programs.

Who or what organization will be the recipient of the funds derived from this event?

The DCPA is the primary recipient of the funds derived from the event. The DCPA will also donate a percentage of ticket sales to organ

Number of expected attendees: 1600

Describe the premises where the event will take place:

Rendezvous Event Center

What type of security will be provided? staff, local PD, and third party security

Number of security personnel: TBD How will they be identified? Uniforms

If the event is being held outdoors, how will the exterior boundaries of the premises be marked?

Barricades will be placed to help control no dogs rule and crowd at Rendezvous Events Center

What type of entertainment will be provided at the event?

DCPA is presenting at theatrical concert which will run approximately 90 minutes with no intermission.

How will attendees be checked for proper age (i.e. at the door, at the bar)?
How will underage attendees be identified so they are not served alcohol (i.e. wristbands)?

N/A - not serving alcohol.

How will the conduct of attendees be monitored and by whom?

by staff, Fraser/Winter Park Police

What type of beverages and food or snacks will be available?

N/A

Organization State Sales Tax Number:

Organization Town Sales Tax Number:

Explain how the event will be marketed; what kinds of advertising material will be distributed and who are the targeted recipients?

We anticipate a robust campaign which will be heavily online, including: email, search ads, digital banner ads, social media. We will put a lot of effort into earned media via PR and promotions.

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

Applicant's Signature

May 20, 2021
Date

Applicant's Email Address

1101 13th Street, Denver, CO 80204
Applicant's Mailing Address

1101 13th Street, Denver, CO 80204
Applicant's Physical Address

585-705-7955
Applicant's Main Phone Number

303-446-4844
Applicant's Alternate Phone Number

STATE OF COLORADO
COUNTY OF GRAND
TOWN OF WINTER PARK

Subscribed and sworn to me this _____ day of _____ 20____

Witness my head and official seal:

Notary Public

My commission expires

Denver Center for the Performing Arts (DCPA)

Denver Center for the Performing Arts is a 501(c)(3) charitable organization that produces and presents theatrical productions and educational activities. The DCPA serves communities throughout the Denver metro areas and the state through its performances and education programs.

As a 501(c)(3) organization we are requesting a waiver of the permit fee. A copy of our registration with the Secretary of State is included with the application.

Show:

Wild Fire: A theatrical concert inspired by real Colorado stories

Wild Fire follows the lives of 8 people in Grand County over the course of one momentous week as they face the threat of an unprecedented wildfire. A local fire marshal, a park ranger, a reporter, a rancher, and other evacuated residents... these are a few of the lives that are crossed, changed, and ultimately interwoven forever.

Featuring a folk score written by Colorado musicians, crafted by a Colorado playwright, and inspired by real testimony from over 30 oral history interviews, *Wild Fire* honors real stories from our neighbors and friends — with urgent relevance to events happening across the country.

Schedule:

Friday, August 20, 2021
12pm – Load in begins
5pm - Box Office Opens
6:00pm - Gates Open
7:00pm - Show Starts
8:30pm - Show Ends

Logistics:

Event is coordinated between DCPA and Chamber staff. Security is provided by staff, local Police Department and third party security vendor.

No alcohol will be served.

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO
CERTIFICATE OF REGISTRATION

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

THE DENVER CENTER FOR THE PERFORMING ARTS

is a **Charitable Organization** registered to solicit contributions in Colorado as required by the Colorado Charitable Solicitation Act, Title 6, Article 16, C.R.S.

This organization has been assigned a registration number of

The status of its registration is **Good**, and this status has been in effect since 02/05/2021.

The organization's registration expires on 02/15/2022.

Registrants may legally solicit contributions, provide consulting services in connection with a solicitation campaign, and conduct solicitation campaigns in Colorado until the registration expires or is withdrawn, suspended, or revoked.

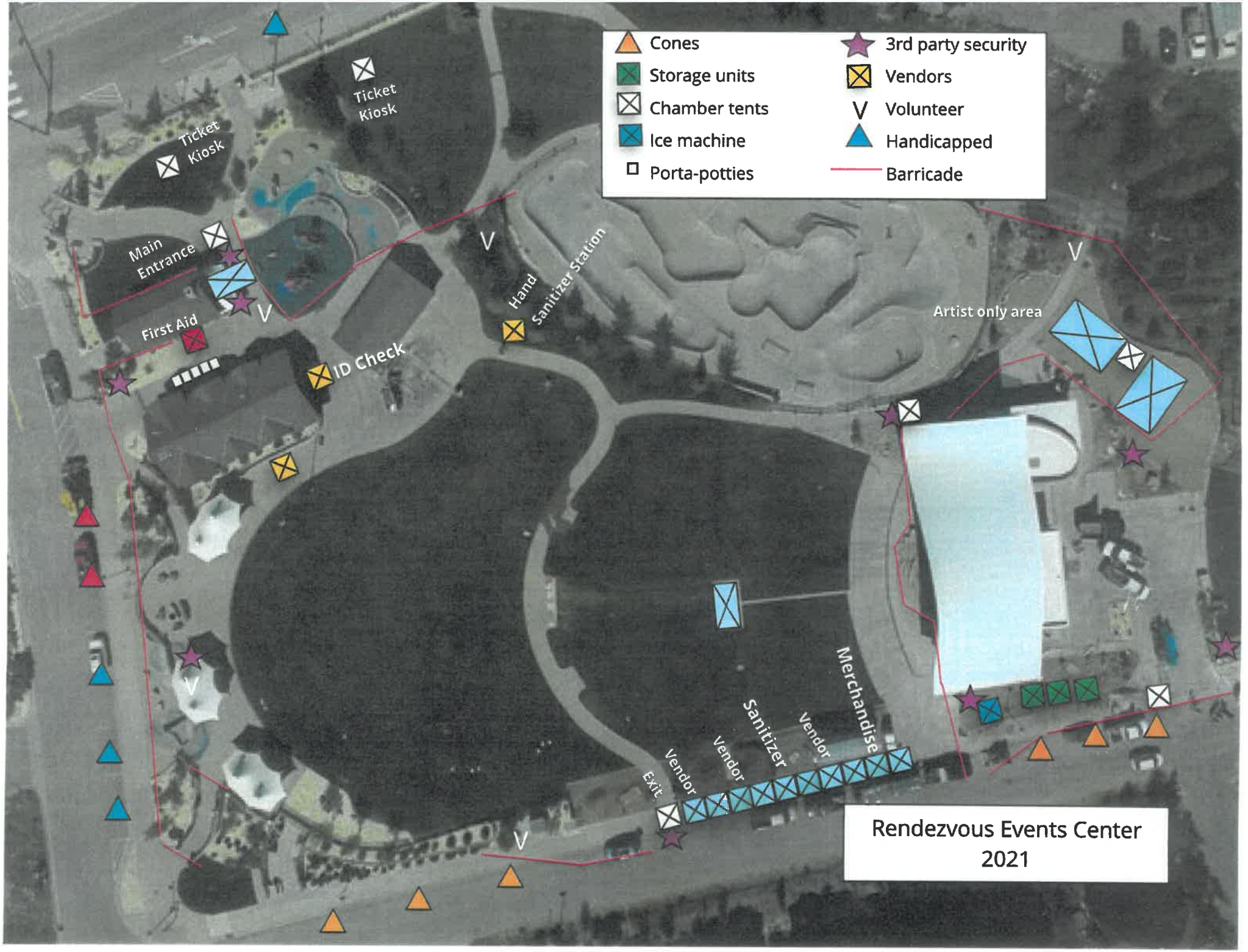
This certificate reflects facts established or disclosed by documents delivered to this office electronically through 05/20/2021.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the Great Seal of Colorado, at the City of Denver on 05-20-2021 13:37:21

Jena Griswold

Secretary of State of the State of Colorado

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective.


Cones
Storage units
Chamber tents
Ice machine
Porta-potties
3rd party security
Vendors
Volunteer
Handicapped
Barricade
Ticket Kiosk
Ticket Kiosk
Main Entrance
First Aid
ID Check
Hand Sanitizer Station
Artist only area
Merchandise
Vendor
Sanitizer
Vendor
Vendor
Exit
Rendezvous Events Center
2021

MEMO

TO	Mayor and City Council
FROM	Keith Riesberg, Town Manager
CC	Dani Jardee, Town Clerk
DATE	July 20, 2021
RE	Town Council 2021 – 2022 Priorities

Background

The Town Council on May 25 held their annual retreat to outline priorities for the coming years. After significant discussion by the Town Council, the attached listing of priorities was modified slightly from the prior 2020-2021 list. These priorities were presented further at the July 6 regular Council meeting under the Town Manager's Report, and no further input was received from Town Council. The priorities are to provide guidance to Town staff and establish initiatives to be accomplished over the next couple years. The proposed priorities are presented for formal adoption by the Town Council.

Analysis

Each year the Town Council holds an annual retreat to establish priorities to be accomplished by the Town staff during the coming years. Because the annual retreat is held during the second quarter of the year, the priorities establish general direction for the next eighteen months to two years. The staff will take these objectives into consideration as the formation of the proposed FY 2022 budget begins.

The items shown are listed in the priority of the Town Council – meaning the higher the item is shown, the higher of a priority it is to the Council. The priorities are not exclusive in that the first priority does not need to be finished before proceeding to the second. These priorities as a whole give the Town staff direction to undertake objectives concurrently as resources allow. The Town Council may amend, add or delete to the priorities that are established on this list through a vote of the Council.

Recommendation

It is the Town Council's prerogative to adopt the priorities as presented. Should the Town Council wish to adopt these priorities, the following motion should be made:

I move to approve Resolution 1880 establishing priorities for 2021-2022 as presented.

Should the Town Council wish to deny the objectives as presented, the following motion should be made:

I move to deny Resolution 1880 establishing priorities for 2021-2022 as presented.

Should the priorities not be adopted, the Town Council may continue discussion to establish priorities to provide guidance to Town staff for the future.

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

TOWN OF WINTER PARK
RESOLUTION NO. 1880
SERIES OF 2021

A RESOLUTION ADOPTING PRIORITIES FOR 2021 - 2022

WHEREAS, on May 25, 2021 the Town Council held an annual planning session to discuss priorities to guide Town projects and initiatives and the formation of the fiscal year 2022 budget; and

WHEREAS, the Town Council developed the listing of priorities through discussion among the elected officials and with input from key staff members, arriving at a list of priorities as shown in the attached list.

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Winter Park, Colorado that the Priorities for 2021 – 2022 as shown in the attachment are hereby adopted.

PASSED, ADOPTED AND APPROVED this 20th day of July, 2021.

TOWN OF WINTER PARK

_____
Nick Kutrumbos, Mayor

ATTEST:

_____
Danielle Jardee, Town Clerk

Council objectives/priorities for 2021 - 2022

1. Advance housing projects within Winter Park and Fraser Valley
2. Increase Winter Park's efforts for developing a year-round economy consistent with the Town's adopted vision statement
3. Pursue infrastructure improvement plans (broadband & community connectivity through transit, trails, train) and address negative impacts where infrastructure is lacking or fire mitigation is needed (dispersed camping areas) to preserve Winter Park's natural areas
4. Improve communication and relationship building w/ Town's strategic partners
5. Advance environmental sustainability initiatives through commitment of staff resources, pursuit of grant funding and working with community partners
6. Form an economic development committee
7. Continue planning efforts for the downtown/resort connection (gondola)
8. Financial planning and stabilization – diversification of revenues, development of planning models
9. Continue the Town's marketing strategy through partnerships with the Chamber of Commerce, Winter Park Resort and other community partners.
10. Update zoning code and development regulations

Council objectives/priorities for 2020 - 2021

1. Coordinated response to COVID-19 impacts – short-term needs and long-term effects
2. Advance housing projects within Winter Park and Fraser Valley
3. Increase Winter Park's year-round population = be in line w/ the vision statement
4. Pursue infrastructure improvement plans (broadband & community connectivity through transit, trails, train) and address negative impacts where infrastructure is lacking (Vasquez Road dispersed camping issues)
5. Improve communication and relationship building w/ Town's strategic partners
6. Update the Town's marketing/special events strategy and direction for the Chamber of Commerce
7. Form an economic development committee
8. Continue planning efforts for the downtown/resort connection (gondola)
9. Financial planning and stabilization – diversification of revenues, development of planning models
10. Environmental sustainability initiatives
11. Update zoning code and development regulations

Council objective for 2019-2020

1. Housing projects – want substantive movement (beds on-line in 18 months)
2. Creation of a new/updated vision statement
3. Analysis and outline of direction for activation and management of Hideaway Park
4. Clearly outline budgets and expectations for Chamber of Commerce agreement
5. Develop measure for gauging the health of the community/citizen satisfaction
6. Elevate community awareness, pursue partnerships and research options for addressing community health issues.
7. Maintain strong inter-governmental relationship efforts – including USFS
8. Develop and host a citizen academy/Winter Park 101 program
9. Advance the Public Works and Transit facility projects
10. Pursue the voluntary annexation of Beaver Village
11. Formalize sustainability action plan and implement projects, pursue membership in policy formation group such as CC4CA
12. Continue efforts/plans for the annexation and potential development of the Pyne property

MEMO

TO	Mayor and City Council
FROM	Keith Riesberg, Town Manager
CC	
DATE	July 15, 2021
RE	Ordinance 559 amending Town code re: marijuana regulations

Procedural History

First reading of this ordinance occurred on June 1, 2021; second reading and a public hearing for this ordinance occurred on June 15, 2021.

After the public hearing and Council discussion, the decision was made to table consideration of the ordinance until the July 6, 2021, Town Council Meeting. The public hearing for the ordinance was published again in the papers to reflect the July 6, 2021, Town Council meeting date.

At the July 6, 2021, Town Council meeting, the public hearing was opened again, and no comments were received. Consideration of this ordinance was once again tabled until the July 20, Town Council meeting, and notice of the public hearing being continued to July 20 was published in the papers.

Minor changes to the ordinance were made between first and second reading(s) of the ordinance, but the content of the ordinance has been consistent since July 6.

Background

In April, 2020 the voters of Winter Park approved the levying of a tax on marijuana sales within the community. The Town has worked over the past year to develop regulations governing the licensing and operation of retail and medical marijuana dispensaries in addition to other associated marijuana regulations. The proposed regulations were discussed with the Town Council during several workshops over the past year with much public comment and input being received. An overview of the ordinance and the proposed regulations is provided below.

Analysis

The ordinances as drafted for the Council's consideration does the following:

1. Adds a section to the Town Code to implement the sales tax of 5% on all sales of regulated marijuana and regulated marijuana products. One half of the revenues shall be used for mental health initiatives within the Town. The other half of the funds will be used for general municipal purposes.
2. The ordinance adopts the definitions and provisions into Town Code for the regulation of marijuana and the licensing of businesses.
3. Establishes two types of permitted business licenses – medical marijuana center and retail marijuana store. The ordinance does allow for dual licenses, meaning a store could hold both types of licenses.
4. Outlines the local licensing authority of the Town. The Town Council shall serve as the local licensing authority for regulated marijuana business license applications and changes in ownership or modifications of existing licenses. The Municipal Court will serve as the local licensing authority for all disciplinary actions associated with the marijuana regulations.
5. Establishes the process to apply for a license to operate a regulated marijuana business in Winter Park. Licenses are valid for one year and may be renewed annually. The ordinance establishes the criteria for an entity to receive and hold a license from the Town. The ordinance authorizes the establishment of fees to be set by resolution.
6. The ordinance creates the potential for a licensed medical marijuana center to deliver medical marijuana to private residences. Deliveries are limited to Grand County. Delivery of retail marijuana and retail marijuana products is prohibited. The ordinance establishes the criteria for delivery and a surcharge to be levied on each delivery.
7. The ordinance spells out the operational requirements for regulated marijuana businesses. These requirements include:
    a. Limits the storage, display, sales or distribution to areas not visible from the exterior of the licensed premises.
    b. Limiting hours of operation to 8 am through 10 pm.
    c. Limiting retail sales to persons 21 years of age or older in quantities permitted by the state law.
    d. Establishing guidance for signage required to be posted on the premises;
    e. Establishing security measures to be taken by each business.
    f. Other regulations as spelled out by state law.

8. Establishes regulations and limitations for signage and advertising by regulated marijuana businesses. The maximum sign area for any regulated business shall be one-half of the sign area permitted under the Town Code.
9. Establishes districts within the Town where marijuana businesses can locate and limits the number of licenses permitted in each district. The Town shall have two districts – the old town district, limited to one regulated business, and the downtown district, limited to two regulated businesses. Both districts are within the D-C and C-1 zoning districts. The ordinance allows a regulated marijuana business operating in good standing to be annexed and not count toward the limit on the licenses. Businesses cannot be located within 500' of another regulated marijuana business and cannot exceed 3,000 sf in area.
10. Establishes that licenses will be awarded by a lottery that is a random drawing from a pool of qualified applicants. Applications for licenses would be accepted starting 30 days after the effective date of the ordinance for a period of 60 days. The drawing to award the licenses would occur after that.
11. The ordinance outlines criteria for the inspection of regulated marijuana records and premises.
12. Establishes acts that would be unlawful, including:
    a. Employing persons under the age of 21;
    b. Allowing marijuana to be consumed on site;
    c. Selling marijuana to persons under 21;
    d. Selling medical marijuana to non-patients;
    e. Permit the consumption or sale of alcohol on site;
13. Establishes regulations pertaining to changes in ownership or management of the license business.
14. Requires reporting requirements to the Winter Park Police Department for various acts.
15. Amends the Town zoning regulations to establish Regulated marijuana businesses as a special use in the D-C and C-1 zoning districts. In addition to licensing requirements, the special use permit process will apply to prospective businesses.

Staff will be prepared to speak in detail regarding the various regulations and procedures outlined in the ordinance.

Because the ordinance does amend the Town's zoning regulations, the proposed ordinance was submitted to the Planning Commission for their review and consideration. The Planning Commission considered the proposed ordinance only from a land-use regulation point of view. After consideration, the Planning Commission forwarded a favorable recommendation of the ordinance land-use amendments. The Planning

Commission did not consider or discuss the other policy decisions within the proposed ordinance.

Recommendation

The adoption of the ordinance amending the Town Code regulation of marijuana in Winter Park is a policy decision to be made by the Town Council. The Planning Commission reviewed the ordinance from a land-use component and supports the recommended land-use regulations outlined within the proposed ordinance.

Should the Town Council wish to approve the ordinance amending the Town Code regarding the regulation of marijuana in Winter Park, the following motion should be made:

> I move to approve Ordinance 559 amending the Town Code regarding the regulation of marijuana in Winter Park as presented.

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

> I move to deny Ordinance 559 amending the Town Code regarding the regulation of marijuana in Winter Park as presented.

If the ordinance is not adopted, the regulations pertaining to marijuana as currently outlined in Town Code would continue to apply.

If the ordinance is adopted, the Town must begin receiving applications within 30 days of the ordinance's effective date. The Town Clerk plans to begin receiving applications on August 25, 2021, and phase one applications will be accepted for a 60-day period. Under this timeline, the first licensees could be operating in Town by early 2022.

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

TOWN OF WINTER PARK
ORDINANCE NO. 559
SERIES OF 2021

AN ORDINANCE OF THE TOWN OF WINTER PARK AMENDING CHAPTER 2 OF TITLE 3 OF THE WINTER PARK TOWN CODE TO IMPLEMENT THE VOTER APPROVED REGULATED MARIJUANA SALES TAX, REPEALING CHAPTER 6 OF TITLE 3 PROHIBITING MEDICAL MARIJUANA BUSINESSES, REPEALING AND REENACTING CHAPTER 7 OF TITLE 3 REGARDING REGULATED MARIJUANA BUSINESSES, REPEALING AND REENACTING SECTIONS 7-3-19 AND 7-3-21 REGARDING MEDICAL AND RETAIL MARIJUANA ESTABLISHMENTS, AND REPEALING AND REENACTING SECTIONS 7-5B-2(B) AND 7-5D-2(B) OF THE WINTER PARK TOWN CODE TO ALLOW FOR REGULATED MARIJUANA BUSINESSES IN SPECIFIED ZONE DISTRICTS BY SPECIAL USE PERMIT

WHEREAS on November 6, 2012, the voters of the State of Colorado approved Amendment 64. Amendment 64 added § 16 of Chapter 18 to the Colorado Constitution, and legalized the possession, use, display, purchase, transport, transfer, and consumption of marijuana accessories or one ounce or less of marijuana by persons twenty-one (21) years of age or older within the State of Colorado;

WHEREAS, by Ord. No. 441 in 2010 and by Ord. No. 474 in 2013, the Town Council adopted a prohibition against medical and retail marijuana businesses in Town;

WHEREAS, the Town Council wishes to amend the Winter Park Town Code to allow for and regulate a limited number of regulated marijuana businesses in the Town;

WHEREAS, the Town Council finds and determines that, by requiring that regulated marijuana businesses be operated in a manner that minimizes potential health and safety risks, it mitigates the negative impacts that regulated marijuana businesses might have on surrounding properties and persons;

WHEREAS, the Town Council finds and determines that through this Ordinance, it intends to establish a nondiscriminatory mechanism by which the Town can permit and control, through appropriate regulation, the location and operation of a limited number of regulated marijuana businesses within the Town;

WHEREAS, at the regular municipal election held on November 3, 2020, the Town Council submitted, and the voters approved, a ballot issue regarding the imposition of a five percent (5%) tax on the sale of regulated marijuana and regulated marijuana products;

WHEREAS, after a thoughtful drafting process, the Town desires to implement a licensing process and the tax approved at the election.

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

Section 1. Section 3-2-3 of the Winter Park Town Code is hereby amended by the addition of the following new Subsection E:

E. Marijuana Sales Tax: In addition to the taxes set forth in Subsections B and D hereof, there is hereby imposed on all sales of regulated marijuana and regulated marijuana products a tax equal to five percent (5%) of the gross receipts. One-half of the revenues derived from such tax shall be used exclusively to promote mental health efforts in the Town. The other one-half the revenues derived from such tax shall be used for general municipal purposes.

Section 2. Section 3-2-5 of the Winter Park Town Code is hereby amended by the addition of the following new definitions, to be inserted in alphabetical order:

REGULATED MARIJUANA: Medical marijuana and retail marijuana.

REGULATED MARIJUANA PRODUCTS: Medical marijuana products and retail marijuana products, including without limitation marijuana concentrate.

Section 3. Chapter 6 of Title 3 of the Winter Park Town Code is hereby repealed in its entirety.

Section 4. Chapter 7 of Title 3 of the Winter Park Town Code is hereby repealed in its entirety and reenacted to read as follows:

CHAPTER 7 - REGULATED MARIJUANA BUSINESSES

3-7-1: AUTHORITY:

The Town Council hereby finds, determines, and declares that it has the power to adopt this Chapter pursuant to: Chapter XVIII, section 16 of the Colorado Constitution; Colorado Revised Statutes section 44-10-104(3); Chapter XX of the Colorado Constitution; the Town of Winter Park Home Rule Charter; and the Local Government Land Use Control Enabling Act, Chapter 20 of title 29, Colorado Revised Statutes.

3-7-2: DEFINITIONS:

For purposes of this Chapter, the following terms shall have the following meanings:

APPLICANT: A person twenty-one (21) years of age or older who has submitted an application for a license or renewal of a license issued pursuant to this Chapter. If the applicant is an entity and not a natural person, applicant shall include all persons who are the members, managers, officers, and directors of such entity.

COLORADO MARIJUANA CODE: Chapter 10 of Title 44, Colorado Revised Statutes, as may be amended from time to time.

DUAL OPERATION: A regulated marijuana business that operates as both a licensed medical marijuana center and a licensed retail marijuana store in accordance with this Chapter.

GOOD CAUSE: For the purpose of denying, refusing to renew, suspending, or revoking a license, or exercising other discretionary authority granted the local licensing authority, means:

1. The applicant or licensee has violated, does not meet, or has failed to comply with any of the terms, requirements, conditions, or provisions of this Chapter, the Colorado Marijuana Code, its rules, or any applicable state or local law, rule, or regulation;

2. The local licensing authority has determined that the applicant or licensee's character, record, or reputation is not satisfactory after consideration of factors, which include without limitation the following:

a. The applicant or licensee has knowingly submitted false application(s), made willful misrepresentations, or knowingly committed fraudulent acts;

b. The applicant or licensee has a criminal history of crimes of moral turpitude, which may include without limitation murder, burglary, robbery, arson, kidnapping, sexual assault, and illegal drugs or narcotics convictions;

c. The applicant or licensee has had any previous retail or medical marijuana license denied or revoked as a result of violations of law, rule, or regulation, or a finding of bad moral character by any licensing authority;

d. The applicant or licensee has been found to be currently delinquent in the payment of any state or local taxes;

e. The applicant or licensee has an established pattern of multiple statutory violations which resulted in the revocation or denial of any other professional license, leading to the finding of bad moral character by any licensing authority; or

f. The licensed premises has been operated in a manner that adversely affects the public health, safety, or welfare. Evidence to support such a finding, may include without limitation a continuing pattern of disorderly conduct or drug related criminal conduct upon or in the immediate vicinity of the premises, continuing pattern of criminal conduct directly related to or arising from the operation of the regulated marijuana business, or an ongoing nuisance condition emanating from or caused by the regulated marijuana business.

3. The applicant or licensee has failed to comply with any special terms or conditions of a license, including without limitation those terms and conditions that were established at the time of issuance of the license and those imposed as a result of any renewal or suspension proceedings held subsequent to the date of issuance of the license; or

4. The licensed premises has been operated in a manner that adversely affects the public health, welfare, or safety of the immediate neighborhood in which the licensed business is located. Evidence to support such a finding can include without limitation a continuing pattern of disorderly conduct or continuing pattern of drug-related criminal conduct within the business.

LICENSE: A document issued by the Town officially authorizing an applicant to operate a regulated marijuana business pursuant to this Chapter.

LICENSEE: The person to whom a license has been issued pursuant to this Chapter.

LICENSED PREMISES: The premises specified in an application for a license under this Chapter, which is owned or in possession of the licensee and within which the license is authorized to distribute, store, transport, or sell regulated marijuana or regulated marijuana products in accordance with state and local law.

MARIJUANA: All parts of the plant of the genus Cannabis whether growing or not, the seeds thereof, the resin extracted from any part of the plant, and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or its resin, including marijuana concentrate, but excluding industrial hemp, fiber produced from the stalks, oil, or cake made from the seeds of the plant, sterilized seed of the plant which is incapable of germination, or the weight of any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink, or other product.

MARIJUANA CULTIVATION FACILITY: An entity licensed to cultivate, prepare, and package marijuana and sell marijuana to marijuana businesses, to marijuana product manufacturing facilities, and to other marijuana cultivation facilities, but not to consumers.

MARIJUANA PRODUCT MANUFACTURING FACILITY: An entity licensed to purchase marijuana; manufacture, prepare, and package marijuana products; and sell marijuana and marijuana products to other marijuana product manufacturing facilities and to marijuana businesses, but not to consumers.

MARIJUANA PRODUCTS: Products that are comprised of marijuana and other ingredients that are intended for use or consumption, including without limitation edible products, ointments, and tinctures.

MARIJUANA TESTING FACILITY: An entity licensed by the state to analyze and certify the safety and potency of marijuana.

MEDICAL MARIJUANA: Marijuana that is grown and sold for a purpose authorized by section 14 of article XVIII of the Colorado Constitution.

MEDICAL MARIJUANA CENTER: A person authorized to be licensed to operate a business as described in the Colorado Marijuana Code that sells medical marijuana to registered patients or primary caregivers as defined in section 14 of article XVIII of the Colorado constitution, but is not a primary caregiver, and which a municipality is authorized to prohibit as a matter of law.

MEDICAL MARIJUANA PRODUCT: A product infused with medical marijuana that is intended for use or consumption other than by smoking, including but not limited to edible products, ointments, and tinctures.

PATIENT: Has the meaning provided in section 14(1)(c) of article XVIII of the Colorado Constitution.

PRIMARY CAREGIVER: Has the meaning provided in section 14(1)(f) of article XVIII of the Colorado Constitution.

REGULATED MARIJUANA: Medical marijuana and retail marijuana.

REGULATED MARIJUANA PRODUCTS: Medical marijuana products and retail marijuana products, including without limitation marijuana concentrate.

RETAIL MARIJUANA: Marijuana that is cultivated, manufactured, distributed, or sold by a licensed retail marijuana store.

RETAIL MARIJUANA PRODUCT: A product infused with retail marijuana that is intended for use or consumption other than by smoking, including but not limited to edible products, ointments, and tinctures.

RETAIL MARIJUANA STORE: An entity licensed to purchase marijuana from marijuana cultivation facilities and marijuana and marijuana products from marijuana product manufacturing facilities and to sell marijuana and marijuana products to consumers.

STATE LICENSING AUTHORITY: The authority created by the Colorado Department of Revenue for the purpose of regulating and controlling the licensing of the cultivation, manufacture, distribution, sale, and testing of regulated marijuana in the State of Colorado pursuant to C.R.S. § 44-10-201.

3-7-3: LICENSE REQUIRED:

A. The Town hereby authorizes the operation of regulated marijuana businesses in the Town as set forth in this Chapter. It is unlawful for any person to operate a regulated marijuana business in the Town without first obtaining a license to operate such business in accordance with the requirements of this Chapter. A separate license is required for each specific business or business entity and for each geographical location. Such license shall be kept current at all times, and the failure to maintain a current license shall constitute a violation of this Section.

B. The local licensing authority may issue the following regulated marijuana business licenses:

1. Medical marijuana center;

2. Retail marijuana store.

C. Notwithstanding the foregoing, marijuana cultivation facilities, marijuana products manufacturers, and marijuana testing facilities remain illegal in the Town. No marijuana cultivation facility, marijuana products manufacturer, or marijuana testing facility shall be licensed under this Chapter.

D. The dual operation of a medical marijuana business with its retail marijuana equivalent at a single location is permitted so long as both licenses are held by the same owners, all applicable state and local licenses have been issued, such licenses remain valid and active for both operations, and both operations are in compliance with all applicable state and local requirements.

E. The license requirement set forth in this Chapter are in addition to, and not in lieu of, any other licensing and permitting requirements imposed by any other federal, state, or local law, rules, or regulations, including without limitation the Colorado Marijuana Code, its rules, and any applicable local zoning or building code.

3-7-4: LOCAL LICENSING AUTHORITY:

A. The local licensing authority shall have two (2) divisions as follows: the Town Council shall serve as the local licensing authority for all new regulated marijuana business license applications, regulated marijuana business renewal applications, applications for change of manager, applications for transfer of ownership, applications for modification or change of location of existing licenses, and applications for delivery permits; and the Municipal Court shall serve as the local licensing authority for all disciplinary actions including without limitation imposing fines, suspensions, and revocations. The Town Council may delegate any of its duties under this Section to the Town Clerk, by ordinance.

B. The local licensing authority shall have the power to promulgate rules and regulations as are reasonable and necessary to implement and administer the requirements of this Chapter.

C. The local licensing authority shall have the authority to deny any application that does not meet the requirements of the Colorado Marijuana Code, its rules, this Chapter, and any other applicable state or local law, rule, or regulation. The local licensing authority shall also have the authority to deny any application that contains any false, misleading, or incomplete information. Denial of an application for a license shall not be subject to administrative review, but only to review by a court of competent jurisdiction.

D. The local licensing authority may, after notice and hearing, suspend, revoke, or refuse to renew a license for good cause. The local licensing authority is authorized to adopt rules and procedures governing the conduct of such hearings. No portion of any application or operating fees previously paid shall be refunded in the event of any suspension or revocation of a license.

E. The local licensing authority may, in its discretion, revoke or elect not to renew any license if it determines that the licensed premises has been inactive, without good cause, for at least one year.

F. When making a determination as to character, record, and reputation when determining whether good cause exists for denying, refusing to renew, suspending or revoking a license, or exercising other discretionary authority granted the local licensing authority, the licensing authority shall also consider evidence of rehabilitation. Such evidence may include without limitation evidence of no criminal record information, educational achievements, financial solvency, community standing, lack of additional arrests or convictions, or the lack of parole or probation violations since the date of last conviction.

G. The local licensing authority shall have the authority to impose such reasonable terms and conditions on a license as may be necessary to protect the public health, safety, and welfare, and to obtain compliance with the requirements of this Chapter and applicable law.

3-7-5: APPLICATION; PHASE 1 AND PHASE 2

A. A person seeking a license issued pursuant to this Chapter shall submit a Phase 1 application to the local licensing authority on forms provided by the Town Clerk. The purpose of the Phase 1 application is to determine whether an applicant can be entered into the random selection process in subsection (E) below. At the time of the Phase 1 application, each applicant shall pay a nonrefundable fee to the Town in an amount to be determined by the Town by separate Resolution to defray the costs incurred by the Town including without limitation for inspection, administration, and enforcement. In addition, the applicant shall present one (1) of the following forms of identification:

1. An operator's, chauffer's, or similar type of driver's license issued by any state within the United States or a U.S. Territory;

2. An identification card, issued by any state for purpose of proving age using requirements similar to those in C.R.S. §§ 42-2-302 and 42-2-303;

3. A United States military identification card;

4. A valid passport; or

5. An enrollment card issued by the government authority of a federally recognized tribe located in the State of Colorado.

B. The applicant shall also provide the following information on a form approved by, or acceptable to the Town, which information shall be required for the applicant, including the proposed manager of the regulated marijuana business, and all controlling beneficial owners, as that term is defined in the Colorado Marijuana Code, of the business or entity that is applying:

1. Name, address, and date of birth, demonstrated by one of the forms of identification listed in subsection (A) above;

2. Suitable evidence of proof of lawful presence, residence, if applicable, and good character and reputation that the Town may request;

3. Proof of the State's finding of suitability to own a regulated marijuana business;

4. If the applicant is a business entity, information regarding the entity, including without limitation, the name and address of the entity, identification of all controlling beneficial owners of the entity, as that term is defined in the Colorado Marijuana Code, proof of entity's legal status, and proof of the entity's registration with, or a certificate of good standing from, the Colorado Secretary of State, as applicable;

C. The intent of the Phase 1 application process is to provide a fair opportunity for qualified and eligible persons and entities be selected for a Phase 2 review and to potentially obtain a license in the Town. As such, the following restrictions apply:

1. Multiple Phase 1 applications by the same person or entity or applications by multiple entities with substantially the same ownership are prohibited and will be rejected. For purposes of this Ordinance "substantially the same ownership" means that entities share 50% or more ownership in common, as determined by the Town Clerk.

2. No person or entity may apply on behalf of another person or entity. The applicant for a license must be the true applicant and may not be a shell or strawman for a third party. The selected applicant may not transfer an application to a third party at any time during the Phase 1 and Phase 2 review process.

D. Review of Phase 1 Application: The Town Clerk shall review a Phase 1 application for completeness. The Town Clerk shall reject a Phase 1 application if any of the information required as part of the application was not submitted. After a review of a Phase 1 application, the Town Clerk shall notify the applicant in writing of the results of the review.

1. If an application is complete, the Town Clerk shall notify the applicant that they will be entered into the random selection process in Subsection (E) below.

2. If an application is rejected, the applicant may appeal the Town Clerk's decision to the Town Manager by filing an appeal with the Town within ten (10) days of the notification of the rejection by the Town Clerk. The notice of appeal shall specify the grounds for the appeal and the relief sought by the appellant. Upon receipt of an appeal, the Town Manager shall hold a hearing on the appeal within ten (10) days of the receipt of the appeal. The Town shall provide at least five (5) days' notice to the appellant of the hearing. The Town Manager shall make a determination of the appeal within five (5) days of the hearing and shall notify the appellant of the decision in writing.

E. Random Selection. Within thirty (30) days of the effective date of the Ordinance adopting this Chapter, the Town shall post notice on its website indicating that Phase 1 applications for medical and retail marijuana store licenses shall be accepted for a sixty (60) day period, the Town shall review the Phase 1 applications. Once the sixty (60) day period has ended, the Town Clerk has reviewed all Phase 1 applications, the appeal deadline in Subsection (D)(2) above has expired, and all appeals, if any, have been decided, the Town may conduct the random selection of applicants for Phase 2 applications.

F. Once the maximum number of medical marijuana center and retail marijuana store licenses have been issued, the Town shall not accept any further applications for such use until an existing license is either revoked or expires. When the number of licensed medical marijuana centers and retail marijuana stores is less than the limit provided for in this Chapter for any reason, including the cessation of operation of a medical marijuana center and retail marijuana store either by license revocation or expiration, notice shall be posted on the Town's website as provided for in Subsection E above, and the Town shall process applications as provided for herein in the two-phase process.

G. Phase 2 Application: If the applicant is randomly selected, the applicant shall pay a nonrefundable Phase 2 application fee to the Town in an amount to be determined by the Town by separate Resolution and shall provide the following information for a Phase 2 application on a form provided by the Town within ninety (90) days from the date of notification of the applicant's selection:

1. The name and complete address of the proposed regulated marijuana business, including the facilities to be used in furtherance of such business, whether or not such facilities are, or are planned to be, within the territorial limits of the Town;

2. A copy of any deed, lease, contract, or other document reflecting the right of the applicant to possess and operate the proposed licensed premises for its proposed purpose along with the conditions of occupancy of the premises. If the applicant is not the owner of the proposed licensed premises, upon initial application, a notarized statement from the owner of such property authorizing the use of the property for a regulated marijuana business;

3. Evidence of a valid business license for the business;

4. Evidence of the reasonable requirements of the neighborhood for a regulated marijuana business and the desires of the adult inhabitants of the neighborhood related to such business by petitions, remonstrances, or otherwise. For purposes of this section, the neighborhood is defined as the residents and business owners or managers within a 1500-foot radius of the proposed business location.

5. A "to scale" diagram of the premises showing without limitation a site plan, building layout, all entry ways and exits to the marijuana store, loading zones and all areas in which regulated marijuana will be stored or dispensed;

6. A comprehensive business operation plan for the regulated marijuana business which shall contain without limitation the following:

   i. A security plan;
   ii. A description by category of all products to be sold;
   iii. A signage plan that is in compliance with all applicable requirements of this Chapter and other applicable provisions of the Winter Park Town Code, as well as the Colorado Marijuana Code and all rules and regulations promulgated thereunder; and
   iv. A plan for the disposal of marijuana.

7. Proof of application for and receipt of the special use permit in compliance with Section 7-5B-2 or Section 7-5D-2, as appropriate, of the Winter Park Town Code.

8. Any additional information that the local licensing authority reasonably determines to be necessary in connection with the investigation and review of the application.

9. The applicant shall verify the truthfulness of the information required by this Section by the applicant's signature on the Phase 2 application.

H. Review of Phase 2 application. Upon receipt, the Town Clerk shall review the application for completeness and conformity with the requirements of this Chapter. If the application is incomplete, the Town Clerk shall notify the applicant in writing of the application's deficiencies within fifteen (15) days of receipt of the application. The applicant shall have sixty (60) days from the date of notification of any deficiencies by the Town Clerk to remedy the deficiencies.

1. If the applicant fails to remedy the deficiencies within the period provided for in Subsection (E) above, the Town Clerk shall deny the application and notify the applicant of the denial.

2. Determination that the application is incomplete or denial of an application because it is incomplete are appealable to the Town Manager pursuant to Subsection D-2.

3. Once the appeal period has run or the appeal has been determined by the Town Manager, the Town may randomly select another applicant to submit a Phase 2 application.

I. Upon receipt of completed Phase 2 application, the Town Clerk shall circulate the application to all affected departments of the Town to determine whether the application is in full compliance with all applicable laws, rules, and regulations, and the local licensing authority shall schedule a public hearing on the application to be held not less than thirty (30) days after the date of receipt of the completed Phase 2 application. The local licensing authority shall cause a notice of such hearing to be posted as follows:

1. In a conspicuous place upon the proposed licensed premises and published in a newspaper of general circulation within the Town not less than ten (10) days prior to the hearing. Such posted notice given by posting shall include a sign of suitable material, not less than twenty-two (22) inches wide and twenty-six (26) inches high, composed of letters of not less than one (1) inch in height. Both the posted and the published notice shall state the type of license applied for, the date of the hearing, the name and address of the applicant, and other information as may be required to fully apprise the public of the nature of the application; and

2. The applicant shall pay the actual costs of having the Town Clerk's Office mail a notice via United States mail to landowners within a one-half mile radius of the proposed licensed premises. Such payment shall be made at least fifteen (15) days prior to such hearing to cause the Town Clerk's Office to mail such notice postmarked at least seven (7) days, but no earlier than fourteen (14)

days, prior to the date of the public hearing on the application. The Town Clerk's Office shall provide the state licensing authority an affidavit of said mailing.

J. Not less than five (5) days prior to the date of the public hearing for a new license, the local licensing authority shall cause its preliminary findings based on its investigation to be known in writing to the applicant. The local licensing authority shall deny any application that does not meet the requirements of this Chapter. The local licensing authority shall also deny any application that contains any false, misleading, or incomplete information. The local licensing authority shall also deny or refuse to issue a license for good cause. Denial of an application for a license shall not be subject to further administrative review but only to review by a court of competent jurisdiction.

K. Before entering a decision approving or denying the application for a local license, the local licensing authority may consider, except where this Chapter specifically provides otherwise, the facts and evidence adduced as a result of its investigation, as well as any other facts pertinent to the type of license for which application has been made, including the number, type and availability of regulated marijuana businesses located in or near the premises under consideration, and any other pertinent matters affecting the qualifications of the applicant for the conduct of the type of business proposed. In addition, the local licensing authority shall consider whether approval of the application would result in any of the following demonstrable negative impacts on the surrounding neighborhood:

1. An undue concentration of regulated marijuana businesses that would require the use of additional law enforcement resources;

2. An increase in traffic congestion;

3. A shortage of available parking; or

4. Other demonstrable negative impacts caused by the new regulated marijuana business.

L. A local license shall not be issued until a state license has been granted and the building in which the business is to be conducted has passed all applicable inspections and is ready for occupancy with such furniture, fixtures, and equipment in place as are necessary to comply with any applicable provisions of the code or any state law, rule, or regulation.

M. The local licensing authority shall issue its decision within ninety (90) days of the hearing on the complete license application. Such decision shall be by Resolution and shall state the reasons for the decision. The Resolution shall be sent via certified mail to the state licensing authority and the applicant at the address shown in the application.

3-7-6: ISSUANCE, DURATION, RENEWAL OF LICENSE:

A. Upon issuance of a license, the Town shall provide the licensee with one (1) original of such license for each regulated marijuana business to be operated by the licensee in the Town. Each such copy shall show the name and address of the licensee, that the license

is issued for a regulated marijuana business, and the address of the licensed premises at which it is to be displayed.

B. Each license issued pursuant to this Chapter shall be valid for one (1) year from the date of issuance and may be renewed only as provided in this Chapter. All renewals of a license shall be for no more than one (1) year. An application for the renewal of an existing license shall be made to the local licensing authority not more than ninety (90) days and not less than sixty (60) days prior to the date of expiration of the license. A licensee may submit to the local licensing authority a late renewal application on the prescribed forms and pay a non-refundable late application fee in an amount determined by the Town by separate resolution for a renewal application made less than sixty (60) days prior to the date of the expiration of the license. All other provisions concerning renewal applications apply to a late renewal application. The timely filing of a completed renewal application or a late renewal application shall extend the current license until a final decision is made on the renewal.

C. Notwithstanding state law to the contrary, a licensee whose license expires and for which a renewal application has not been received by the expiration date shall be deemed to have forfeited its license under this Chapter. The Town shall not accept renewal applications after the expiration date of such license.

D. A licensee whose license expires shall not distribute or sell regulated marijuana or regulated marijuana products until all necessary new licenses have been obtained.

E. In the event that there have been no violations of this Chapter or Colorado Marijuana Code during the preceding year, and if there is no other derogatory information regarding the licensee, its partners, officers, directors, managers, or shareholders, then the Town Clerk may administratively grant the renewal of a regulated marijuana business license, transfer of ownership, change of corporate status, a request for modification of the licensed premises that does not include an expansion of the licensed premises, or manager registration on behalf of the local licensing authority. If, however, the Town Clerk's investigation discloses any proved or alleged violations of the Colorado Marijuana Code or this Chapter or derogatory information as described above, the Clerk shall schedule action on the application before the licensing authority.

3-7-7: PERSONS PROHIBITED AS LICENSEES AND EMPLOYEES:

A. No license shall be issued to, held by, or renewed by any of the following:

1. Any person until all applicable fees have been paid;

2. Any person who is not of good moral character satisfactory to the local licensing authority;

3. Any corporation, any of whose officers, directors or stockholders are not of good moral character satisfactory to the local licensing authority;

4. Any partnership, association or company, any of whose officers are not of good moral character satisfactory to the local licensing authority;

5. Any person employing, assisted by, or financed in whole or in part by any other person who is not of good character and reputation satisfactory to the local licensing authority;

6. Any sheriff, deputy sheriff, police officer, prosecuting officer, and state or local licensing authority or any of its members, inspectors or employees;

7. Any natural person under twenty-one (21) years of age;

8. Any person for a licensed location that is also a retail food establishment or wholesale food registrant;

9. Any person who has discharged a sentence for a felony conviction within the past five (5) years;

10. Any person who, at any time, has been convicted of a felony for drug possession, distribution, or use, unless such felony drug charge was based on possession or use of marijuana or marijuana concentrate that would not be a felony if the person were convicted of the offense on the date he or she applied for the license;

11. Any entity whose directors, shareholders, partners, or other persons having a financial interest in said entity do not meet the criteria set forth above;

12. Any person who employs another person at a regulated marijuana business who has not submitted fingerprints for a criminal record history check or whose criminal record history check reveals the employee is ineligible;

13. Any person who has made a false, misleading, or fraudulent statement on his or her application;

14. Any person who fails to file any tax return with a taxing agency, stay out of default on a government-issued student loan, pay child support, or remedy outstanding delinquent taxes; or

15. Any person whose license for a regulated marijuana business in another Town, Town and county or state has been revoked.

B. In addition to the prohibitions listed in Subsection A above, no medical marijuana business license will be issued to or held by:

1. A licensed physician making patient recommendations.

2. An individual or other person whose authority to be a primary caregiver has been revoked by the state health agency.

C. No licensee shall employ or contract with any person to perform work functions directly related to the possession, dispensing, selling, serving, or delivering of marijuana for a licensed regulated marijuana business, any of the following:

1. Any person who is not of good moral character satisfactory to the local licensing authority;

2. Any person who is under twenty-one (21) years of age;

3. Any person who has discharged a sentence for a felony conviction within the past five (5) years;

4. Any person who, at any time, has been convicted of a felony for drug possession, distribution, or use, unless such felony drug charge was based on possession or use of marijuana or marijuana concentrate that would not be a felony if the person were convicted of the offense on the date he or she applied for the license; or

5. Any sheriff, deputy sheriff, police officer, prosecuting officer, and state or local licensing authority or any of its members, inspectors, or employees.

D. In investigating the qualifications described herein, the local licensing authority may have access to criminal history record information furnished by a criminal justice agency subject to any restrictions imposed by such agency. In the event the local licensing authority takes into consideration information concerning the applicant's criminal history record, the local licensing authority shall also consider any information provided by the applicant regarding such criminal history record, including without limitation evidence of rehabilitation, character references, and educational achievements, especially those items pertaining to the period of time between the applicant's last criminal conviction and the consideration of the application for a license.

3-7-8: ANNUAL OPERATING AND ADMINISTRATIVE FEES:

In addition to application, renewal, late renewal, and an annual operating fee, the Town shall impose administrative fees for services, which include without limitation the transfer of ownership, background investigations, change of business manager, employee application, modification of premises, change of location, application modification, license modification, change of corporate structure, change of financier, zoning verification, duplicate license, temporary permit, change of trade name, with all such fees to be established by resolution of Town Council.

3-7-9: MEDICAL MARIJUANA DELIVERY

A. The Authority may issue to any duly licensed medical marijuana center a marijuana delivery permit, subject to obtaining a state delivery permit by the State Licensing Authority, which shall authorize the permit holder to deliver medical marijuana and medical marijuana products to private residences only. A marijuana delivery permit is valid for one year and may be renewed annually upon renewal of the retail marijuana store license or medical marijuana center license.

B. Only duly licensed medical marijuana centers with a valid marijuana delivery permit may deliver medical marijuana and medical marijuana products to private residences in Grand County; provided that such delivery complies with C.R.S. § 44-10-501(11) and any

applicable rules or regulations of the Colorado Marijuana Code. Delivery outside of Grand County is prohibited.

C. Delivery of medical marijuana and medical marijuana products from businesses located outside of the Town's jurisdictional boundaries to an address within the Town's jurisdictional boundaries is permitted so long as the delivery is made by a licensed medical marijuana center delivering medical marijuana and medical marijuana products only, which holds a delivery permit issued by the state or another local entity, and which is located in Grand County. Delivery of retail marijuana and retail marijuana products is prohibited, regardless of whether the business holds a delivery permit issued by the state or another local entity.

D. A licensed medical marijuana center with a marijuana delivery permit may deliver medical marijuana and medical marijuana products only to the patient or parent or guardian who placed the order and who:

1. Is a current registrant of the medical marijuana patient registry and is twenty-one years of age or older or the parent or guardian of a patient who is also the patient's primary caregiver;

2. Receives the delivery of medical marijuana or medical marijuana products pursuant to rules adopted by the state; and

3. Possesses an acceptable form of identification.

E. Prior to transferring possession of the order to an individual, the person delivering the order shall inspect the individual's identification and verify that the information provided at the time of the order matches the name and age on the individual's identification.

F. The licensed medical marijuana center shall charge a one-dollar surcharge on each delivery. The licensee shall remit the surcharges collected on a monthly basis to the Town for local law enforcement costs related to marijuana enforcement. Failure to comply with this subsection may result in nonrenewal of the delivery permit.

G. All sales of medical marijuana and medical marijuana products delivered to an address within the Town are subject to the Town's applicable sales tax.

H. A delivery permit issued by the Authority is deemed a revocable privilege of a licensed medical marijuana center. A violation related to a delivery permit is grounds for a fine or suspension or revocation of the delivery permit or medical marijuana center license.

3-7-10: OPERATIONAL RESTRICTIONS OF REGULATED MARIJUANA BUSINESSES:

A. Any storage, display, sales, or other distribution of marijuana shall occur only within the restricted area of a regulated marijuana business and shall not be visible from the exterior of the licensed premises.

B. A regulated marijuana business shall be closed to the public and no sale or other distribution of marijuana shall occur upon the premises between the hours of 10:00 p.m. through and including 8:00 a.m.

C. A retail marijuana store may sell retail marijuana or retail marijuana products to persons twenty-one (21) years of age or older only in the quantities permitted by state law.

D. A medical marijuana center may sell within any seven-day period of time to any one registered patient or primary caregiver only the quantities of medical marijuana or medical marijuana products permitted by state law.

E. Dual operations.

1. If a medical marijuana center that allows medical marijuana patients under the age of twenty-one (21) years to be on the premises is dually located with a retail marijuana store, the medical marijuana store and the retail marijuana store must maintain complete and distinct physical separation of the licensed premises, including without limitation separate sales and storage areas, separate entrances and exits, separate inventories, separate point-of-sale operations, and separate record-keeping. For other dual operations, the licensee shall maintain visual and operational separation of the two (2) licensed operations.

2. A medical marijuana center that does not authorize patients under the age of twenty-one (21) years to be on the premises may hold a retail marijuana store license and operate a dual operation retail business at a shared licensed premises with the same entrances and exits to the shared premises and medical and retail marijuana may be separately displayed on the same floor.

3. Licensees of a dual operation shall maintain separate and distinct inventory tracking processes for medical marijuana and retail marijuana inventories. The inventories must be clearly tagged or labeled so that the products can be reconciled to a particular medical or retail business.

F. The regulated marijuana offered for sale and distribution must be packaged and labeled in accordance with state law.

G. Regulated marijuana businesses are prohibited from selling, soliciting, or receiving orders for regulated marijuana or regulated marijuana products over the internet.

H. Regulated marijuana business licensees are prohibited from selling or giving away any consumable product that is not a regulated marijuana product, including without limitation cigarettes or tobacco products, alcohol beverages, and food products or non-alcoholic beverages that are not regulated marijuana products.

I. A regulated marijuana business shall be ventilated to ensure the odor of marijuana cannot be detected by a person with a normal sense of smell at the exterior of the regulated marijuana business or at any adjoining property.

J. No regulated marijuana business may store regulated marijuana or any regulated marijuana product in any off-premises storage facility located within the Town.

K. Licensees who are natural persons shall either manage the licensed premises themselves or employ a separate and distinct manager on the premises and report the name of such manager to the local licensing authority. Licensees that are entities shall employ a manager on the premises and report the name of the manager to the local licensing authority. All managers must be natural persons who are at least twenty-one (21) years of age. No manager shall be a person who has discharged a sentence for a felony conviction within the past five (5) years, or who has been convicted of a felony for drug possession, distribution or use, unless such felony drug charge was based on possession or use of marijuana or marijuana concentrate that would not be a felony if the person were convicted of the offense on the date he or she applied for the license. The manager must be a Colorado resident at the time of reporting and at all times the individual is acting as manager for the licensed premises.

L. A legible sign shall be posted in a conspicuous location in each regulated marijuana business containing the following warnings:

1. That the use of marijuana or marijuana products may impair a person's ability to drive a motor vehicle or operate machinery, and it is illegal under state law to drive a motor vehicle or to operate machinery when under the influence of or impaired by marijuana;

2. That loitering in or around a regulated marijuana business is prohibited by law;

3. That possession and distribution of marijuana is a violation of federal law; and

4. That no one under the age of twenty-one (21) years is permitted on the premises.

M. Security measures at regulated marijuana businesses shall follow all requirements of state law and shall include, at a minimum, the following:

1. Security surveillance cameras installed to monitor all entrances, along with the interior and exterior of the premises, to discourage and facilitate the reporting of criminal acts and nuisance activities occurring at the premises. All security recordings shall be preserved for at least forty (40) days by the licensee and be made available to the Fraser Winter Park Police Department upon request for inspection;

2. Robbery and burglary alarm systems that are professionally monitored and maintained in good working condition;

3. A locking safe permanently affixed to the premises or secure room that is suitable for the storage of cash if cash will be stored overnight on the licensed premises;

4. Exterior lighting that illuminates the exterior walls of the licensed premises and complies with applicable provisions of this Chapter and other applicable provisions of the Winter Park Town Code; and

5. Deadbolt locks on all exterior doors.

3-7-11: SIGNAGE:

A. All signage and advertising for a regulated marijuana business shall comply with all applicable state laws as well as the provisions of this Chapter and other applicable provisions of the Winter Park Town Code.

B. It is unlawful for any person licensed under this Chapter or any other person to advertise any retail marijuana or retail marijuana product anywhere in the Town where the advertisement is visible to members of the public from any street, sidewalk, park, or other public place, including advertising, utilizing any of the following media: any billboard; any sign mounted on a vehicle, any hand-held or other portable sign; or any handbill, leaflet or flier directly handed to any person in a public place, left upon a motor vehicle, or posted upon any public or private property without the consent of the property owner. The prohibition set forth in this Section shall not apply to:

1. Any sign located on the same lot as a regulated marijuana business that exists solely for the purpose of identifying the location of the regulated marijuana business and that otherwise complies with the Town's zoning requirements and any other applicable Town laws and regulations; provided, however, that the maximum sign area for any regulated marijuana business shall be one-half of the sign area otherwise permitted by Section 6-2-7-7 of the Winter Park Town Code, as amended.

2. Any advertisement contained within a newspaper, magazine, or other periodical of general circulation within the Town; or

3. Advertising that is purely incidental to sponsorship of a charitable event by a regulated marijuana business.

3-7-12: NUMBER AND LOCATION OF REGULATED MARIJUANA BUSINESSES:

A. Subject to the following number limits, a regulated marijuana business shall be permitted to locate only within the following two districts, defined as follows for purposes of this Chapter only: the old town district, and the downtown district, both as described on the map attached to this Ordinance as **Exhibit A**. Within both districts, zoning regulations and all land use approvals and requirements continue to apply.

1. Within the old town district: one (1) retail marijuana store, licensed medical marijuana center or dual operation.

2. Within the downtown district: up to two (2) retail marijuana stores or licensed medical marijuana centers or dual operations or any combination thereof not exceeding two (2) businesses.

3. The maximum aggregate number of regulated marijuana business within the Town shall not exceed three (3) at any point in time, which may be retail marijuana stores, licensed medical marijuana centers, dual operations, or any combination thereof.

4. For purposes of this limitation, a dual operation shall be considered a single marijuana business.

5. If a regulated marijuana business is operating and in good standing with the Colorado Department of Revenue Marijuana Enforcement Division at the time of annexation into the Town, the existing regulated marijuana business shall not count toward these number limits. Except for the random selection process in Section 3-7-5 (E) and this exemption from the number limits, all licensing requirements of this Chapter shall apply.

B. No regulated marijuana business may be located within:

1. Five hundred (500) feet of any other regulated marijuana business; or

2. Upon any Town of Winter Park owned property.

3. The distances set forth in this Section are to be computed by direct measurement from the nearest property line, right-of-way boundary, or portion of the footprint of the land uses set forth herein to the nearest portion of the footprint of the regulated marijuana business.

C. The licensed premises of a regulated marijuana business shall not exceed three thousand (3,000) square feet.

D. Each regulated marijuana business shall be operated from a permanent location. No regulated marijuana business shall be permitted to operate from a moveable, mobile or transitory location.

E. The suitability of a location for a regulated marijuana business shall be determined at the time of the issuance of the first license for such business. The fact that changes in the neighborhood occurring after the issuance of the first license might render the site unsuitable for a regulated marijuana business under this Section shall not be grounds to suspend, revoke or refuse to renew the license for such business so long as the license for the business remains in effect.

3-7-13: INSPECTION OF BOOKS, RECORDS, AND LICENSED PREMISES:

A. Every licensee shall maintain an accurate and complete record of all regulated marijuana purchased, sold, or dispensed by the regulated marijuana business in any usable form. Such record shall include the following:

1. The identity of the seller and purchaser involved in each transaction;

2. The total quantity of and amount paid for the regulated marijuana and/or the regulated marijuana product(s); and

3. The date, time, and location of each transaction.

B. All transactions shall be kept in a numerical register in the order in which they occur.

C. All records required to be kept under this Chapter must be kept in the English language in a legible manner and must be preserved and made available for inspection for a period of three (3) years after the date of the transaction. Information inspected by the Winter Park Police Department or other Town departments pursuant to this Chapter shall be used for regulatory and law enforcement purposes only and shall not be a matter of public record.

D. The licensed premises shall be subject to inspection by the local licensing authority, its duly authorized representatives, and the Winter Park Police Department during all business hours and other times of apparent activity, for the purpose of inspection or investigation. For examination of any inventory or books and records required to be kept by the licensees, access shall be required during business hours. Where any part of the licensed premises consists of a locked area, upon demand to the licensee by the local licensing authority or any other authorized Town personnel, such area shall be made available for inspection without delay.

3-7-14: UNLAWFUL ACTS:

It shall be unlawful for any person or licensee to:

A. Employ any person at a regulated marijuana business who is not at least twenty-one (21) years of age or who has a criminal history as described in Section 3-7-7.

B. Allow marijuana or marijuana products to be consumed upon its licensed premises.

C. Sell regulated marijuana or regulated marijuana products to a person under twenty-one (21) years of age or to a person who does not present a government-issued identification at the time of purchase.

D. Sell medical marijuana or medical marijuana products to non-patients.

E. Purchase or otherwise obtain regulated marijuana from any source that is not properly authorized under state and local law to sell or dispense regulated marijuana.

F. Permit the sale or consumption of alcohol beverages on the licensed premises.

G. Dispense regulated marijuana to a person that is or appears to be under the influence of alcohol or under the influence of any controlled substance, including marijuana.

H. Refuse to allow inspection of a regulated marijuana business upon request of an authorized Town employee. Any licensee, owner, business manager, operator of a regulated marijuana business, or owner of the property where a regulated marijuana business is located may be charged with violation of this requirement.

I. Violate any provision of this Chapter or any condition of an approval granted pursuant to this Chapter, or any law, rule, or regulation applicable to the use of regulated

marijuana or the operation of a regulated marijuana business, including without limitation any provision, term, condition, or requirement of the Colorado Marijuana Code.

J. Engage in any form of business or commerce involving the sale, distribution, or consumption of marijuana other than that form of business and commerce that is expressly permitted by Section 16 of Chapter XVIII of the Colorado Constitution, the Colorado Marijuana Code, and this Chapter, which permits only regulated marijuana business.

3-7-15: CHANGE IN MANAGER; CHANGE IN FINANCIAL INTEREST; TRANSFER OF OWNERSHIP; CHANGE IN LOCATION:

A. Change in Manager. Each licensee shall report any change in managers to the local licensing authority within thirty (30) days after the change. Such report shall include all information required for disclosing managers under this Chapter.

B. Change in Financial Interest. Each licensee shall report in writing to the local licensing authority any transfer or change of financial interest in the license holder or in the regulated marijuana business that is the subject of the license. Such report must be filed with the local licensing authority within thirty (30) days after any such transfer or change. A transfer application shall be required for any transfer of the capital stock of a corporation or any other interest totaling more than ten percent (10%) of the stock in any one (1) year, as well as any transfer of a controlling interest in the corporation whenever a sufficient number of shares have been transferred to effectuate the transfer of a controlling interest. No person having or acquiring a financial interest in the regulated marijuana business that is the subject of a license shall be a person who has discharged a sentence for a felony conviction within the past five (5) years, or who has been convicted of a felony for drug possession, distribution or use, unless such felony drug charge was based on possession or use of marijuana or marijuana concentrate that would not be a felony if the person were convicted of the offense on the date he or she applied for the license.

C. Transfer of ownership. For a transfer of ownership, a license holder shall apply to the state and local licensing authority on forms provided by the state and local licensing authority. In considering whether to permit a transfer of ownership, the local licensing authority shall consider only the requirements of this Chapter, the Colorado Marijuana Code, and the regulations promulgated in conformance therewith. The local licensing authority may hold a hearing on the application for a transfer of ownership, but such hearing shall not be held until a notice of such hearing has been posted on the licensed regulated marijuana business premises for a period of at least ten (10) days prior to such hearing, and the applicant has been provided at least ten (10) days prior notice of such hearing.

D. Change of location.

1. A licensee from another jurisdiction that has previously obtained a license from the state and any other local licensing authority as applicable may move his or her permanent location to the Town of Winter Park so long as the applicant and the new location conform to the requirements of this Chapter, and a new local license is obtained.

2. A licensee within the Town that seeks to change its location, may move his or her permanent location so long as the new location conforms to the requirements of this Chapter. The local licensing authority shall schedule a public hearing on the application, provided however, the local licensing authority shall only consider the proposed location of the licensed premises pursuant to this Chapter.

3-7-16: REPORTING REQUIRED:

Licensees shall immediately report to the Winter Park Police Department any unlawful act, conduct, or disturbance committed upon the premises. In no case shall the report be provided later than seventy-two (72) hours of the event.

3-7-17: VIOLATIONS AND PENALTIES:

In addition to the possible denial, suspension, revocation or nonrenewal of a license under the provisions of this Chapter, any person, including without limitation any licensee, manager or employee of a regulated marijuana business, or any customer of such business, who violates any of the provisions of this Chapter, shall be subject to the following penalties:

A. Any person convicted of having violated any provision of this Chapter shall be punished as set forth in Section 1-4-1C of this Code.

B. The operation of a regulated marijuana business without a valid license issued pursuant to this Chapter may be enjoined by the Town in an action brought in a court of competent jurisdiction, including the Winter Park Municipal Court.

C. The operation of a regulated marijuana business without a valid license issued pursuant to this Chapter is specifically determined to be a public nuisance.

3-7-18: NO TOWN LIABILITY; INDEMNIFICATION:

A. By accepting a license issued pursuant to this Chapter, the licensee waives and releases the Town, its officers, elected officials, employees, attorneys, and agents from any liability for injuries, damages or liabilities of any kind that result from any arrest or prosecution of regulated marijuana business owners, operators, employees, clients, or customers for a violation of state or federal laws, rules, or regulations.

B. By accepting a license issued pursuant to this Chapter, all licensees, jointly and severally, if more than one (1), agree to indemnify, defend and hold harmless the Town, its officers, elected officials, employees, attorneys, agents, insurers and self-insurance pool against all liability, claims and demands on account of any injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever arising out of or in any manner connected with the operation of the regulated marijuana business that is the subject of the license.

Section 5. Section 7-2-3 of the Winter Park Town Code is hereby amended by the addition of the following new definitions, to be inserted in alphabetical order:

REGULATED MARIJUANA BUSINESS: Any business authorized and duly licensed by Chapter 7 of Title 3 of this Code to sell regulated marijuana and regulated marijuana products.

Section 6. Section 7-3-19 of the Winter Park Town Code is hereby repealed and reenacted to read as follows:

7-3-19: MEDICAL MARIJUANA PROHIBITIONS:

A. Authority: The Town Council hereby finds, determines, and declares that it has the power to adopt this section pursuant to: article XVIII, section 16 of the Colorado Constitution; Colorado Revised Statutes section 44-11-104(6); article XX of the Colorado Constitution; the Town of Winter Park Home Rule Charter; and the Local Government Land Use Control Enabling Act, article 20 of title 29, Colorado Revised Statutes.

B. Findings: Based on the foregoing authority and after careful consideration and evaluation of the potential secondary impacts associated with the operation of medical marijuana establishments, the Town Council finds and determines that such businesses, other than a limited number of licensed medical marijuana businesses, would have an adverse effect on the health, safety and welfare of the Town and its inhabitants and that no suitable location exists in the Town for the operation of medical marijuana establishments other than the limited number of licensed medical marijuana businesses permitted by Chapter 7 of Title 3 of this Code.

C. Prohibition: It is unlawful for any person to operate, cause to be operated, or permit to be operated any medical marijuana establishment, other than a duly licensed medical marijuana business, in the Town, and all such uses are hereby prohibited in any location in the Town.

D. Penalty: Violations of this Section shall be punished as set forth in subsection 1-4-1C of this Code.

Section 7. Section 7-3-21 of the Winter Park Town Code is hereby repealed and reenacted to read as follows:

7-3-21: RETAIL MARIJUANA ESTABLISHMENTS:

A. Authority: The Town Council hereby finds, determines, and declares that it has the power to adopt this section pursuant to: article XVIII, section 16 of the Colorado Constitution; Colorado Revised Statutes section 44-11-104(6); article XX of the Colorado Constitution; the Town of Winter Park Home Rule Charter; and the Local Government Land Use Control Enabling Act, article 20 of title 29, Colorado Revised Statutes.

B. Findings: Based on the foregoing authority and after careful consideration and evaluation of the potential secondary impacts associated with the operation of retail marijuana establishments, the Town Council finds and determines that such businesses, other than a limited number of regulated marijuana businesses, would have an adverse effect on the health, safety and welfare of the Town and its inhabitants and that no suitable location exists in the Town for the operation of retail marijuana establishments other than the limited number of regulated marijuana businesses permitted by Chapter 7 of Title 3 of this Code.

C. Prohibition: It is unlawful for any person to operate, cause to be operated, or permit to be operated any retail marijuana establishment, other than a duly licensed retail marijuana store, in the Town, and all such uses are hereby prohibited in any location in the Town.

D. Penalty: Violations of this Section shall be punished as set forth in subsection 1-4-1C of this Code.

Section 8. Section 7-5B-2(B) of the Winter Park Town Code is hereby repealed and reenacted to read as follows:

7-5B-2: USES PERMITTED:

* * *

B. Special Use Permit: The following uses are permitted in the D-C district subject to the provisions of this title and upon the issuance of a special use permit:

1. Commercial parking lots or structures;
2. Drive-through business;
3. Gasoline convenience stores;
4. Loading docks;
5. Mall and shopping center;
6. Outdoor storage;
7. Outdoor vendor;
8. Permanent outdoor sales and storage;
9. Public utilities;
10. Street vendor; and
11. Regulated marijuana businesses.

Section 9. Section 7-5D-2(B) of the Winter Park Town Code is hereby repealed and reenacted to read as follows:

7-5D-2: USES PERMITTED:

* * *

B. Special Use Permit: The following uses are permitted in the C-1 district subject to the provisions of this title and upon the issuance of a special use permit:

1. Commercial parking lots or garages;
2. Drive-through business;
3. Gasoline convenience stores;
4. Loading docks;
5. Outdoor storage;
6. Places of commercial recreation or amusement;
7. Public utilities; and
8. Regulated marijuana businesses.

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

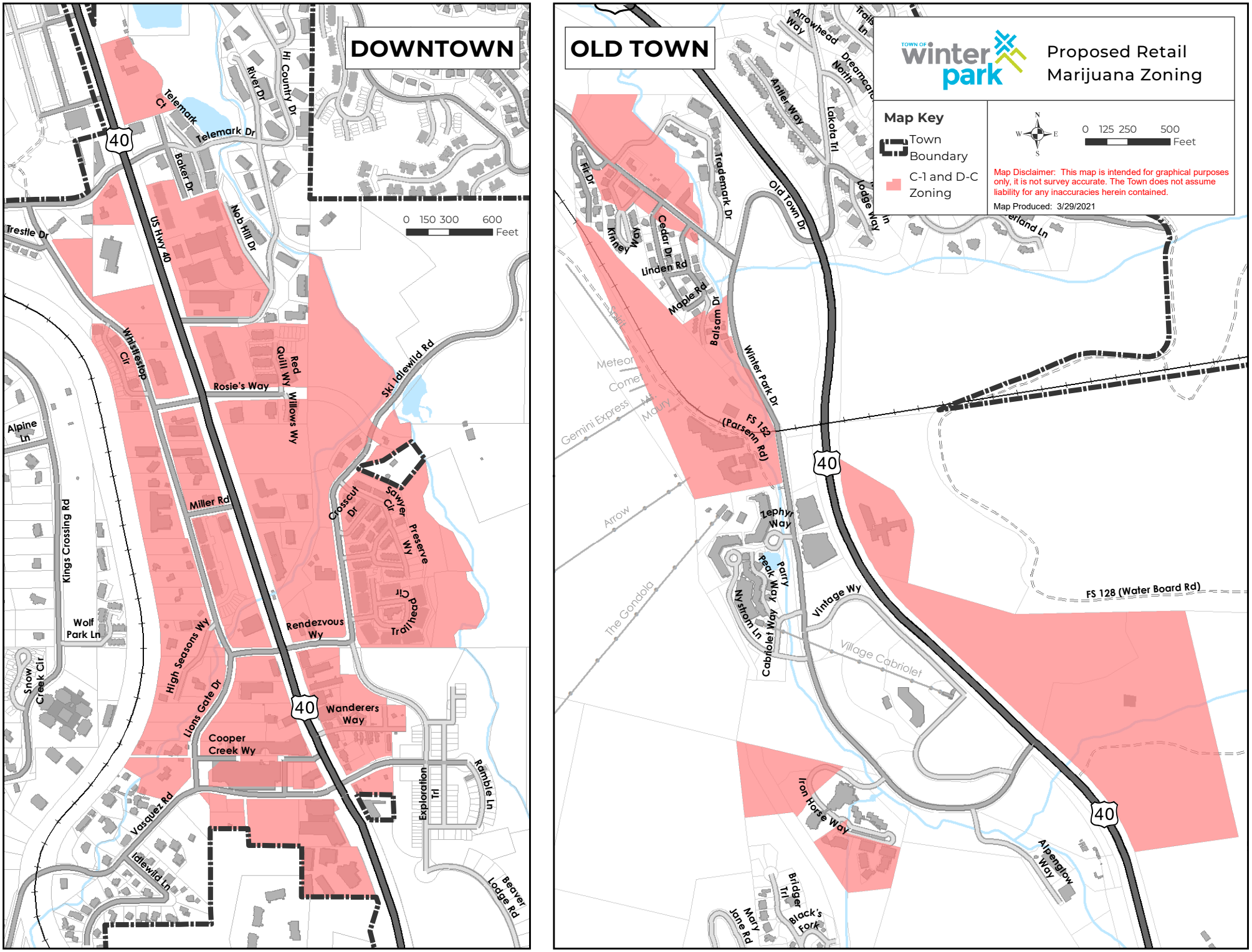
READ, ADOPTED AND ORDERED PUBLISHED on second and final reading by a vote of _____ to _____ on the ___ day of _____, 2021.

TOWN OF WINTER PARK

_____
Nick Kutrumbos, Mayor

ATTEST:

_____
Danielle Jardee, Town Clerk


DOWNTOWN
OLD TOWN
Proposed Retail Marijuana Zoning
Map Key
Town Boundary
C-1 and D-C Zoning
0 125 250 500
Feet
Map Disclaimer: This map is intended for graphical purposes only, it is not survey accurate. The Town does not assume liability for any inaccuracies herein contained.
Map Produced: 3/29/2021
0 150 300 600
Feet
40
US Hwy 40
Telemark Ct
Telemark Dr
River Dr
Hi Country Dr
Baker Dr
Nob Hill Dr
Trestle Dr
Whistlestop Cir
Red Quill Wy
Willows Wy
Rosie's Way
Ski Idlewild Rd
Alpine Ln
Kings Crossing Rd
Miller Rd
Grosscut Dr
Sawyer Cir
Preserve Wy
Trailhead Cir
Wolf Park Ln
Snow Creek Cir
High Seasons Wy
Rendezvous Wy
Lions Gate Dr
Wanderers Way
Cooper Creek Wy
Exploration Trl
Ramble Ln
Vasquez Rd
Idlewild Ln
Beaver Lodge Rd
Arrowhead Way
Trailside Ln
Dreamcatcher North
Antler Way
Lakota Trl
Lodge Way
Fir Dr
Trademark Dr
Old Town Dr
Kinney Way
Cedar Dr
Linden Rd
Maple Rd
Balsam Dr
Winter Park Dr
FS 152 (Parsenn Rd)
Meteor
Comet
Gemini Express
Maury
Arrow
The Gondola
Zephyr Way
Parry Peak Way
Nystrom Ln
Cabriolet Way
Vintage Wy
Village Cabriolet
FS 128 (Water Board Rd)
Iron Horse Way
Alpenglow Way
Bridger Trl
Black's Fork
Mary Jane Rd

MEMO

TO	Mayor and Town Council
FROM	Dani Jardee, Town Clerk
CC	Keith Riesberg, Town Manager
DATE	June 15, 2021
RE	Marijuana Fee Structure

As mentioned at the July 6 Council Meeting there has been one minor change to the fee structure resolution, the only fee that has changed is the Phase One Application Fee. Now when you combine Phase One and Phase Two application fees they are similar in comparison to other application fees in our area.

Background

In November 2020, Winter Park voters approved a regulated marijuana sales tax of 5% for the Town of Winter Park. Council has since discussed the topic of marijuana regulations at the January 19, February 2, and April 6, 2021, Town Council Workshops. The Town Council Workshops helped Staff and Legal Counsel to develop Ordinance 559 which amends the Town Code to allow regulated marijuana businesses to operate in the Town of Winter Park. Ordinance 559 had its first reading on June 1, 2021 and was approved with a vote of 7-0. On June 15, 2021, the second reading and public hearing will occur.

Analysis

If Ordinance 559 is approved tonight per sections 3-7-5(A), 3-7-5(G), 3-7-6(B), and 3-7-8 of the Winter Park Town Code fees are to be established by a separate resolution. Resolution 1868 presented tonight establishes fees related to licensing for regulated marijuana business for the Town of Winter Park. The fee structure presented on Resolution 1868 will cover the administrative costs of processing marijuana applications, renewals, etc. for the Town. Town Council may review and change fees as they deem necessary.

Recommendation

It is Council's discretion whether to approve the Fee Structure presented in Resolution 1868.

- Should the Town Council wish to approve Resolution 1868 the following motion should be made:

I move to approve Resolution 1868, A Resolution of the Town Council of the Town of Winter Park to Establish Fees Related to Licensing for Regulated Marijuana Businesses.

- Should the Town Council wish to deny Resolution 1868, the following motion should be made:

I move to deny Resolution 1868, A Resolution of the Town Council of the Town of Winter Park to Establish Fees Related to Licensing for Regulated Marijuana Businesses.

TOWN OF WINTER PARK
RESOLUTION NO. 1868
SERIES OF 2021

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WINTER PARK TO ESTABLISH FEES RELATED TO LICENSING FOR REGULATED MARIJUANA BUSINESSES

WHEREAS, pursuant to C.R.S. § 44-10-803(3), as amended, a local jurisdiction may adopt and impose fees on regulated marijuana businesses in the local jurisdiction in an amount determined by the local jurisdiction; and

WHEREAS, Ordinance 559, Series of 2021, repealed and reenacted Chapter 7 of Title 3 of the Winter Park Town Code ("W.P.C."), and authorized certain fees to be set by Town Council resolution related to marijuana licensing; and

WHEREAS, the Town Council desires that marijuana businesses should cover the administrative processing costs the Town incurs in reviewing and processing such license applications and in administering the licenses once issued; and

WHEREAS, such local fees are in addition to the State licensing fees.

NOW THEREFORE, BE IT RESOLVED that the Town Council of Winter Park, Colorado, marijuana licensing fees shall be as follows:

Type of Fee	Amount	Source
Annual Operations Fee	$2, 000.00	W.P.C. § 3-7-8
Phase 1 Application Fee	$1750.00 (non-refundable application fee)	W.P.C. § 3-7-5(A)
Phase 2 Application Fee	$2,000.00 (non-refundable application fee)	W.P.C. § 3-7-5(G)
Annual Renewal Application Fee	$1500.00 (non-refundable application fee)	W.P.C. § 3-7-8
Late Renewal Application Fee	$500.00	W.P.C. § 3-7-6(B)
Change of Location	$1,000.00	W.P.C. § 3-7-8
Change of Ownership	$1,000.00	W.P.C. § 3-7-8

Modification of Premise	$250.00	W.P.C. § 3-7-8
Personnel Changes	$100.00	W.P.C. § 3-7-8
Delivery Permit – Medical Only	$1000.00	W.P.C. § 3-7-8

APPROVED AND PASSED this ___day of ____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	July 20, 2021
RE	Transit Purchase Agreement Amendment

The Town of Winter Park will be receiving two Gillig buses at the end of July. These buses were modified to include Hanover's Automatic Voice Announcement (AVA) equipment. This equipment was not previously accounted for at the beginning of the pre-production process.

Due to the price increase, the Town desires to issue a revised Purchase Agreement to protect Gillig and Winter Park and to communicate to CDOT why the price increased from the original Purchase Authorization Form.

The attached Purchase Agreement has been amended to include the Automatic Voice Announcement Equipment. This equipment will now be included in each bus moving forward.

TOWN OF WINTER PARK

RESOLUTION NO. 1881
SERIES OF 2021

A RESOLUTION APPROVING TRANSIT PURCHASING AGREEMENT AMENDMENT

WHEREAS, the Town manages its own transit system knows 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 Town will be receiving two Gillig buses equipped with new Hanover Automatic Voice Announcement Equipment,

WHEREAS, the price increased from the original Purchase Authorization Form,

WHEREAS, the Town desires to issue a revised Purchase Agreement to reflect an updated purchase price.

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 amended Purchase Agreement in substantially the form attached hereto, subject to final approval of the Town Attorney. Upon such approval, the Mayor is authorized to execute the Grant Agreement on behalf of the Town.

APPROVED AND PASSED this 20th day of July, 2021 by a vote of _____ to _____.

TOWN OF WINTER PARK

_____
Nick Kutrumbos, Mayor

ATTEST:

_____
Danielle Jardee, Town Clerk

AMENDMENT – July 12, 2021
*All amended language in yellow highlight.

Colorado Mountain Purchasing Consortium PURCHASE AGREEMENT Between

Town of Winter Park
50 Vasquez Road, Winter Park, CO 80482

AND Gillig LLC

For
Two (2) 35 Foot Replacement Low Floor Transit Buses

PROPOSAL # CMPC-15-LTB-RFP

Awarded : July 13, 2015
by
Eagle County Government
P.O. Box 850
Eagle, Colorado 81631

PURCHASING AGREEMENT

Eagle County Award #CO-2015-353.

Issued By:
Eagle County
P.O. Box 850
Eagle, CO 81631

Administered By:
Director of Transportation

Contractor:
Gillig LLC

Address:
451 Discovery Drive
Livermore, CA 94551

WHEREAS, the Colorado Mountain Purchasing Consortium (CMPC) is a group of local agencies providing mass transportation services, who are aligned for the purpose of the coordinated purchase of large transit buses; and

WHEREAS, Eagle County led a solicitation on behalf of the CMPC and issued the Colorado Mountain Purchasing Consortium Request for Proposal for Project No. CMPC-15-LTB-RFP dated January 12, 2015 (the "RFP," a copy of which is incorporated herein by this reference and available for inspection in the offices of the ECO Transit Department), which complied with federal guidelines for the purchase of transit buses using state and/or federal grant dollars (the "Solicitation"); and

WHEREAS, Gillig LLC ("Manufacturer") submitted a proposal on March 23, 2015 (the "Proposal," a copy of which is incorporated herein by this reference and available for inspection at the offices of the ECO Transit Department) and was chosen as the successful respondent to the Solicitation for the bus length(s) identified by the CMPC; and

WHEREAS, *Town of Winter Park* ("Agency") is a participant in the CMPC and desires to purchase the below described make and model vehicle(s) from the Manufacturer in accordance with said Solicitation; and

WHEREAS, Manufacturer is authorized to do business in the State of Colorado and has the time, skill, expertise, and experience necessary to provide the vehicles as set forth below in paragraph 1 hereof; and

WHEREAS, this Purchase Agreement shall govern the relationship between the Manufacturer and Agency in connection with the procurement of said vehicles.

NOW, THEREFORE, in consideration of the foreclosing and following promises, Manufacturer and Agency agree as follows:

1. Equipment:

a. Manufacturer agrees to provide the following vehicles and associated components (hereinafter referred to as the "Equipment") as more specifically identified in the Agency Order which is attached hereto as Exhibit A, and incorporated herein by this reference:

Bus Size	35-foot
Fuel Type:	Diesel
Quantity:	Two (2)

b. Manufacturer shall comply with all general requirements, conditions and terms as set forth in the RFP, including all approved deviations.

c. In the event of any conflict or inconsistency between the terms and conditions set forth in Exhibit A, the RFP, or the Proposal, and the terms and conditions set forth in this Agreement, the terms and conditions set forth in this Agreement shall prevail.

d. Agency shall have the right to inspect all Equipment. Inspection and acceptance shall not be unreasonably delayed or refused. Agency may conduct acceptance tests on each delivered vehicle. These tests shall be completed within ten (10) business days after vehicle delivery and the Manufacturer will be notified by the 10th day if the vehicle has been accepted or needs additional work. The post-delivery tests shall include visual inspection and vehicle operations. Vehicles that fail to pass the post-delivery tests are subject to non-acceptance. Agency shall record details of all defects and notify the Manufacturer of non-acceptance of each vehicle. The defects detected during these tests shall be repaired according to the procedures defined in Section 4: Special Provisions, SP. 1 of the RFP. In the event Agency does not accept the Equipment for any reason in its sole discretion, then the Manufacturer shall upon Agency's request and at no charge to Agency:

i. take the Equipment back;
ii. exchange the Equipment; or
iii. repair the Equipment.

2. Compensation:

a. Agency shall compensate Manufacturer for the Equipment in accordance with the rates shown in Exhibit A, and calculated as follows:

	Unit Cost	Total Cost
Purchase Description	$467,828.00*	$935,656.00

See attached Price Summary for documented changes to price. Price per bus increased from $460,886.00 to $467,828.00 (change of $6,942.00) due to decision to add Hanover destination sign AVA stop information assistance for riders with visual or hearing impairments.

b. Payment will be made for Equipment satisfactorily delivered and accepted within thirty (30) days of receipt of a proper and accurate invoice from Manufacturer and when CMPC members receive required FTA/CDOT post-delivery paperwork. All invoices shall include detail regarding the Equipment and such other detail as Agency may request.

c. If, at any time during the term or after termination or expiration of this Agreement, Agency reasonably determines that any payment made by Agency to Manufacturer was improper because the Equipment for which payment was made were not provided as set forth in this Agreement, then upon written notice of such determination and request for reimbursement from Agency, Manufacturer shall forthwith return such payment(s) to Agency. Upon termination or expiration of this Agreement, unexpended funds advanced by Agency, if any, shall forthwith be returned to Agency.

d. Agency will not withhold any taxes from monies paid to the Manufacturer hereunder and Manufacturer agrees to be solely responsible for the accurate reporting and payment of any taxes related to payments made pursuant to the terms of this Agreement.

e. Notwithstanding anything to the contrary contained in this Agreement, Agency shall have no obligations under this Agreement after, nor shall any payments be made to Manufacturer in respect of any period after December 31 of any year, without an appropriation therefor by Agency in accordance with a budget adopted by its governing body in compliance with Article 25, title 30 of the Colorado Revised Statutes, the Local Government Budget Law (C.R.S. 29-1-101 et. seq.) and the TABOR Amendment (Colorado Constitution, Article X, Sec. 20).

3. Schedule:

a. The Equipment shall be delivered at a rate not to exceed five (5) vehicles per week Monday through Friday. No deliveries shall be made on weekends or holidays. Delivery of the Equipment shall be completed on or before 365 days from date of firm order provided written notification from the agency is received by the Manufacturer 480 days prior to delivery, with the exception of 2015 and 2016 vehicles as defined in the Best and Final Offer.

b. Manufacturer and Agency agree that if delivery is not made within a maximum of 480 days, as liquidated damages (but not as a penalty) Manufacturer shall pay Agency one hundred dollars ($100.00) per calendar day, per vehicle.

c. The Manufacturer is required to work with the CMPC Program Administrator on all contract delay related issues, per Section 3: General Conditions of the RFP, G.C. 9.3. Finalized order dates are to be communicated to the CMPC Program Administrator to track adherence to delivery timeframe requirements. Notifications of any production delays that would result in late delivery or liquidated damages must be communicated by the Manufacturer to the Agency and CMPC Program Administrator per Section 4: Special Provisions of the RFP, SP 6.

4. Federal Grant Contract: The Parties acknowledge that Agency is a sub-recipient of a grant awarded by either/or the Federal Transit Administration (FTA) or the Colorado Department of Transportation (CDOT), which will be used to fund, in part, the procurement of this equipment. The CMPC estimates that approximately 60% of all CMPC contract amounts will be funded by the FTA and/or CDOT.

5. Documents: Manufacturer shall execute all documents required by Agency to transfer title of the Equipment to Agency as identified in Section 4: Special Provisions Table 1: Contract Deliverable of the RFP. Manufacturer shall provide copies of any instruction or operations manuals and shall further provide copies of any manufacturers' warranties associated with the Equipment as specified in the RFP, Section 4, SP 2.3.

6. Other Contract Requirements and Manufacturer Representations:

a. Manufacturer has familiarized itself with the intended purpose and use of the Equipment to be provided hereunder, the intended use of such Equipment by Agency, and with all local conditions, federal, state and local laws, ordinances, rules and regulations that in any manner affect cost, progress, or Equipment.

b. Manufacturer will make, or cause to be made, examinations, investigations, and tests as he deems necessary for the performance of this Agreement.

c. The fact that the Agency has accepted or approved the Equipment shall not relieve Manufacturer of any of its responsibilities. Manufacturer represents and warrants that it has the expertise and personnel necessary to properly perform the terms of this Agreement. Manufacturer shall provide appropriate supervision to its employees to ensure the performance in accordance with this Agreement. Manufacturer will provide the Equipment and any associated services in a skillful, professional and competent manner and in accordance with the standard of care applicable to Manufacturers supplying similar equipment and services.

d. Manufacturer warrants merchantability and fitness of the Equipment for its intended use and purpose.

e. Manufacturer agrees to provide the standard manufacturer and component warranties as stated in Section 7: Warranty Provisions, of the RFP unless any accepted deviations to Section 7 were accepted by the CMPC as part of the initial proposal or Best and Final Offer proposal for each vehicle purchased under this Purchase Agreement. All accepted deviations are included in the Eagle County Contract Exhibit B. All extended warranties as provided in CER. 8 Price Proposal Form accepted by the CMPC for each bus length awarded are referenced in the Eagle County Contract Exhibit B.

f. Manufacturer warrants that title to all Equipment shall pass to Agency either by incorporation into the Agency facility or upon receipt by Manufacturer of payment from Agency (whichever occurs first) free and clear of all liens, claims, security interests or encumbrances. Manufacturer further warrants that Manufacturer (or any other person performing Work) purchased all Equipment free and clear of all liens, claims, security interests or encumbrances. Notwithstanding the foregoing, Manufacturer assumes all risk of loss with respect to the Equipment until the equipment has been delivered. The Agency shall assume risk of loss of the bus on delivery after satisfactory initial delivery inspection. Prior to this delivery, the Manufacturer shall have risk of loss of the bus, including any damages sustained during the delivery regardless of the status of title or any payments related to the bus. Drivers shall keep a maintenance log en route, and it shall be delivered to the Agency with the bus. If the bus is released back to the Manufacturer for any reason, then the Manufacturer has the risk of loss upon such release.

g. Within a reasonable time after receipt of written notice, Manufacturer shall correct at its own expense, without cost to Agency, and without interruption to Agency as defined in Section 7:

i. Any defects in Equipment which existed prior to or during the period of any guarantee or warranty provided in this Agreement; and

ii. Any damage to any property caused by such defects or the repairing of such defects.

h. Guarantees and warranties shall not be construed to modify or limit any rights or actions Agency may otherwise have against Manufacturer in law or in equity.

i. Manufacturer agrees to work in an expeditious manner, within the sound exercise of its judgment and professional standards, in the performance of this Agreement as outlined in the RFP, Section 7, WR 2.2. Time is of the essence with respect to this Agreement.

j. This Agreement constitutes an agreement for performance by Contractor as an independent Contractor and not as an employee of Agency. Nothing contained in this Agreement shall be deemed to create a relationship of employer-employee, master-servant, partnership, joint venture or any other relationship between Agency and Manufacturer except that of independent Manufacturer. Manufacturer shall have no authority to bind Agency.

k. Manufacturer represents and warrants that at all times in the performance of the Agreement, Manufacturer shall comply with any and all applicable laws, codes, rules and regulations.

l. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all other agreements or understanding between the parties with respect thereto.

m. Manufacturer shall not assign any portion of this Agreement without the prior written consent of the Agency. Any attempt to assign this Agreement without such consent shall be void.

n. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted assigns and successors in interest. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely for the parties, and not to any third party.

o. No failure or delay by either party in the exercise of any right hereunder shall constitute a waiver thereof. No waiver of any breach shall be deemed a waiver of any preceding or succeeding breach.

p. The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof.

q. The signatories to this Agreement aver to their knowledge no employee of the Agency has any personal or beneficial interest whatsoever in the Equipment described in this Agreement. The Manufacturer has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Agreement and Manufacturer shall not employ any person having such known interests.

r. The Manufacturer, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) to the extent applicable shall comply with C.R.S. 24-76.5-103 prior to the effective date of this Agreement.

s. Any and all claims, disputes or controversies related to this Purchase Agreement, or breach thereof, shall be litigated in the Colorado District Court for the county in which Agency is located, which shall be the sole and exclusive forum for such litigation. This Agreement shall be construed and interpreted under and shall be governed by the laws of the State of Colorado.

7. Contract Documents:

1) Purchase Agreement

2) Exhibit A, Agency Order

3) The RFP

4) Manufacturer Proposal and related BAFO

which are agreed to by Manufacturer, incorporated herein by this reference, and collectively referred to as "Contract Documents." The Contract Documents may only be altered, amended, or repealed by written amendment. The intent of the Contract Documents is to include all items, components and services necessary for the proper sale and delivery of the Equipment. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Words and abbreviations which have well known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings. The Contract Documents are listed in order of priority. If a conflict exists in the terms of any of the Contract Documents, the document with a higher priority shall control.

8. Manufacturer's Agreement: Gillig LLC agrees to provide the equipment identified above and in the Purchasing Agreement for the consideration stated herein. The offer to provide the equipment identified above is hereby accepted as offered in the proposal in response to # CMPC-15-LTB-RFP, in accordance with the Contract Documents.

Gillig, LLC:	CMPC Member Agency: Town of Winter Park
By: _____ William F. Fay Jr.	By:_____ Keith Riesberg
Vice President, Sales Title	Town Manager Title
Date: _____	Date: _____

Price Summary
12/9/2020
Winter Park, CO Piggy Back OFF OF EAGLE COUNTY, CO CMPC-15-ITB-RFP)
(2) 35' Low Floor Diesel
Serial Number: 196024 - 196025

Action	Section	Item	Price
		Winter Park, CO 35' Low Floor Diesel Current Price 8/3/2020	$460,886.00
		Pre-Production Meeting Changes (Ivy Compton) 12/21/2020	
		No Monetary Changes	
		Email changes approved by Ivy Compton 2/1/2021	
Change	2	Voith to Allision Transmission B500R	$0.00
		Email changes approved by Ivy Compton 2/12/2021	
Add	43	Hanover HTC/ AVA System	$6,942.00
		Winter Park, CO 35' Low Floor Diesel Current Price	**$467,828.00**
		Spares & Tooling Budget (Included In Bus Price)	
		Winter Park Spares & Tooling Budget (To Deferred Account)	$0.00

CONFIDENTIAL
This pricing information is intended only for the personal and confidential use of the recipient(s) to whom it was originally sent. If you are not an intended recipient of this information or an agent responsible for delivering it to an intended recipient, you are hereby notified that you have received this information in error, and that any review, dissemination, distribution, or copying of this message is strictly prohibited.

PRICE VARIANCE
8/3/2020
WINTER PARK, CO ON CMPC CONTRACT
(2) 35' LOW FLOOR BUS, SN: TBD

ITEM	CMPC	WINTER PARK, CO	VARIANCE
BRT STYLING	FRONT AND REAR CAPS	NOT REQUIRED	(13,333.00)
ENGINE	ISL 280 HP	L9 330 HP	2,413.00
2021 EPA MANDATED EMISSION CHANGES	NOT INCLUDED	REQUIRED (BUDGETARY)	2,900.00
AUXILIARY ENGINE OIL FILTER	SPINNER II	SPINNER II	-
COOLANT FILTER	STANDARD FLEETGUARD	STANDARD FLEETGUARD	-
ENGINE FUEL FILTER	STANDARD FLEETGUARD	DAVCO 384, HEATED	641.00
STARTER	DELCO 42MT	DELCO 42MT	-
AIR RESTRICTION INDICATOR	DONALDSON INFORMER	DONALDSON INFORMER	-
ENGINE BLOCK HEATER	NOT INCLUDED	REQUIRED	121.00
RADIATOR	MODINE E-FAN	MODINE E-FAN	-
E-COAT RAD/CAC, HYD COOLER	INCLUDED	REQUIRED	-
RADIATOR TANK GUARD	NOT INCLUDED	NOT REQUIRED	-
ALTERNATOR	NIEHOFF C803	NIEHOFF C803	-
ENGINE OIL EXTRACTOR PORT	NOT INCLUDED	NOT REQUIRED	-
TRANSMISSION	ALLISON B400R	VOITH D864.6	(1,261.00)
TRANS OIL EXTRACTOR PORT	NOT INCLUDED	NOT REQUIRED	-
AXLE HUB SEALS	GREASE	GREASE	-
WHEEL MOUNTING	HUB PILOTED	HUB PILOTED	-
HUBODOMETER	NOT INCLUDED	ENGLER	79.00
BRAKES	S-CAM DRUM	S-CAM DRUM	-
AUTO TRACTION CONTROL	INCLUDED	REQUIRED	-
WHEELS	(7) STEEL POWDER COATED	(7) FULL POLISHED W/ DURAFLANGE	2,826.00
TIRES	(7) MICHELIN	(7) MICHELIN	-
ON-SPOT TIRE CHAINS	NOT INCLUDED	REQUIRED	1,814.00
ELECTRIC STEERING ASSIST	NOT INCLUDED	NOT REQUIRED	-
FUEL FILL	(1) EMCO WHEATON	(1) EMCO WHEATON	-
DIESEL FUEL GAUGE	INCLUDED	REQUIRED	-
ENGINE OIL & TEMP GAUGES	ELECTRIC	ELECTRIC	-
REAR RUN BOX GAUGES	NOT INCLUDED	NOT REQUIRED	-
REAR HAND THROTTLE	NOT INCLUDED	REQUIRED	144.00
ELECTRICAL TOW CONNECTION	NOT INCLUDED	NOT REQUIRED	-
ENGINE SKID PROTECTION	NOT INCLUDED	REQUIRED W/ 2"X2' WIDE WEAR PLATE	377.00
BATTERY JUMP START CONN	(2) ANDERSON 350	(2) ANDERSON 350	-
BATTERIES	(4) DEKA GROUP 31	(4) DEKA GROUP 31	-
WHEELCHAIR RAMP	LIFT-U LU18	LIFT-U LU18	-
A-POST SKID PLATES	NOT INCLUDED	CS & SS	134.00
HVAC MOTORS (TK)	BRUSHLESS	BRUSHLESS	-
HVAC COMPRESSOR (TK)	X430	S391	750.00
REFRIGERANT	R134A	R134A	-
FRESH AIR MAKE-UP	INCLUDED	REQUIRED	-
DRIVERS HEATER MOTORS	BRUSHLESS	BRUSHLESS	-
AUXILIARY COOLANT HEATER	SPHEROS THERMO 300HA	SPHEROS THERMO 300HA	-
FRONT STEP HEATER	INCLUDED	REQUIRED	-
EXIT DOOR HEATER	INCLUDED	REQUIRED	-
UNDERSEAT HEATER	INCLUDED	REQUIRED	-
AUX DRIVERS FAN	(2) INCLUDED	(2) REQUIRED	-
EXT FRT DOOR CONTROL VALVE	INCLUDED	REQUIRED	-

PRICE VARIANCE
8/3/2020
WINTER PARK, CO ON CMPC CONTRACT
(2) 35' LOW FLOOR BUS, SN: TBD

ITEM	CMPC	WINTER PARK, CO	VARIANCE
REAR DOOR	34" SWING OUT (FULL DRIVER CONTROL)	34" SWING OUT (FULL DRIVER CONTROL)	-
REAR DOOR STOP REQUEST SWITCH	INCLUDED	REQUIRED	-
ELECTRICAL EQUIPMENT BOX	44" HIGH	44" HIGH	-
DRIVERS SEAT	RECARO ERGO METRO W/3-PT W/HEADREST W/SEAT BELT ALARM	RECARO ERGO METRO W/3-PT W/HEADREST W/SEAT BELT ALARM	-
PASSENGER SEATS	AMSECO N2003/6466	4ONE GEMINI	(308.00)
HINGED REAR SETTEE	NOT INCLUDED	REQUIRED	269.00
RAISED REAR SEAT PLATFORM	INCLUDED	NOT REQUIRED	(2,116.00)
PASSENGER SIGNALS	PULL CORDS	PULL CORDS	-
SCHEDULE RACKS	OBIC T 12P 1L-ASPEN	NOT REQUIRED	(260.00)
NYLON GRAB STRAPS	NOT INCLUDED	NOT REQUIRED	-
STANCHIONS	POWDER COATED	SSTL	(400.00)
PASSENGER WINDOWS	BONDED/TRANSOM	FRAME/TRANSOM	(1,942.00)
HEADLAMPS	LED HIGH / LOW	LED HIGH / LOW	-
AUX EXTERIOR LAMPS	(2) 4" STOP, (1) TRIANGLE AMBER LED YEILD	(2) 4" STOP, (1) TRIANGLE AMBER LED YEILD	-
INTERIOR LAMPS	PRETORIA W/READING	PRETORIA WO/READING	(300.00)
PLEASURE RADIO & ANTENNA	AM/FM/CD/MP3/USB/SD	NOT REQUIRED	(350.00)
DRIVERS SPEAKER	INCLUDED	REQUIRED	-
2-WAY RADIO & ANTENNA	APX SERIES	APX SERIES	-
BOOM MIC	INCLUDED	REQUIRED	-
HAND MIC	NOT INCLUDED	NOT REQUIRED	-
VOICE ANNUNCIATOR / ITS SYS	CLEVER DEVICES IVN3 COMPLETE ITS SYSTEM	NOT REQUIRED	(30,000.00)
DESTINATION SIGNS	LUMINATOR AMBER (F,CS)	HANOVER AMBER (F,CS)	(896.00)
DASH MTD FRONT RUN SIGN	NOT INCLUDED	NOT REQUIRED	-
HEATED FRONT SIGN GLAZING	NOT INCLUDED	REQUIRED	214.00
FAREBOX	GFI ODYSSEY	NOT REQUIRED	(15,881.00)
CEILING MTD FAREBOX LAMP	INCLUDED	REQUIRED	-
TRANSFER CUTTER	NOT INCLUDED	NOT REQUIRED	-
PASSENGER COUNTER	NOT INCLUDED	NOT REQUIRED	-
FLOORING MATERIAL	ALTRO	REQUIRED	-
ROOF HATCHES	(2) MANUAL	(2) MANUAL	-
EXTERIOR MIRRORS	10X11 2-PC REMOTE, HEATED	10X11 2-PC REMOTE, HEATED	-
AUX ITS MODULE	NOT INCLUDED	NOT REQUIRED	-
DUAL USB CHARGING PORTS AT RH SIDE OF DASH	NOT INCLUDED	REQUIRED	60.00
FIRE SUPPRESSION SYSTEM	AMEREX V25	AMEREX V25	-
VIDEO SURVEILLANCE SYSTEM	UTC (BID SPEC)	UTC (BID SPEC)	-
INDEPENDENT BACKUP CAMERA	NOT INCLUDED	NOT REQUIRED	-

PRICE VARIANCE
8/3/2020
WINTER PARK, CO ON CMPC CONTRACT
(2) 35' LOW FLOOR BUS, SN: TBD

ITEM	CMPC	WINTER PARK, CO	VARIANCE
BIKE RACK	SPOTWORKS DL2 SSTL	SPOTWORKS DL2 SSTL	-
BIKE RACK MIRROR	NOT INCLUDED	NOT REQUIRED	-
BIKE RACK DEPLOYED LAMP	NOT INCLUDED	NOT REQUIRED	-
MEDICAL AID KIT	INCLUDED	REQUIRED	-
BLOODBORN PATHOGEN KIT	NOT INCLUDED	REQUIRED	35.00
DRIVERS DASH GAUGES	NOT INCLUDED	TRANS TEMP	50.00
ADJUSTABLE PEDALS	INCLUDED	NOT REQUIRED	(795.00)
AUX STOP REQUEST LAMP	NOT INCLUDED	REQUIRED	35.00
EXTERIOR PAINT / GRAPHICS	3-COLOR	3-COLOR	-
EXT WARRANTY (CORROSION)	12 YEARS / 500,000 MILES	12 YEARS / 500,000 MILES	-
TRAINING	NOT INCLUDED	NOT REQUIRED	-

TOTAL WINTER PARK, CO VARIANCES	(54,980.00)
CMPC 35' LOW FLOOR BASE UNIT PRICE (SEPT 2015)	471,657.00
DELIVERY	INCL
WINTER PARK, CO 35' LOW FLOOR ADJUSTED PRICE	416,677.00
PPI 1413 ADJUSTMENT: 260.6 (JUNE 2020) / 235.6 (SEPT' 15)= 10.61%	44,209.00
WINTER PARK, CO 35' LOW FLOOR ADJUSTED PRICE	460,886.00
SPARE / TOOLING BUDGET	-
WINTER PARK, CO 35' LOW FLOOR CURRENT PRICE (8/3/2020)	**460,886.00**

CONFIDENTIAL
This pricing information is intended only for the personal and confidential use of the recipient(s) to whom it was originally sent. If you are not an intended recipient of this information or an agent responsible for delivering it to an intended recipient, you are hereby notified that you have received this information in error, and that any review, dissemination, distribution, or copying of this message is strictly prohibited.

MEMO

TO	Town Council
FROM	James Shockey, Community Development Director
THROUGH	Keith Riesberg, Town Manager
DATE	July 20 2021
RE	Minor Subdivision – Roam Filing 2

Civil Drawings can be viewed here

Applicant: Vogel and Associates on behalf of the Fraser River Development Company

Project Overview:
The applicant is proposing to subdivide a portion of Outlot D, Roam Filing 1 into four lots for single-family detached homes on lots ranging from 4,994 sq. ft. to 6,229 sq. ft. The lots will be located at the northwest intersection of Roam Way and Beavers Lodge Road. This is the first phase of multiple phases for Outlot D, Roam Filing 1.

Since this plat is only creating four (4) lots, the application can be processed as a Minor Subdivision.

Access and Parking:
Access to the four lots will be via a new 24' private drive between Roam Way and Beaver Lodge Road.

One garage space and one outdoor off-street parking space is proposed with the plat.

Snow Storage:
The snow storage area is 25% of the total paved area. The Standards (§3.11) require a minimum of 25%. This requirement has been met.

5% Land Dedication:
NA. The Town Code (§8-3-10) requires either the dedication, reservation or conveyance of areas suitable for public purposes such as parks, flood channels, scenic areas and greenbelts of up to five percent (5%) of the total area of the subdivision, or a payment in lieu of such dedication.

Per the Roam Annexation and Development Agreement (Reception No. 2018-004494), the Town may not impose any additional open space dedications or payments in lieu thereof for Roam, subject to Fraser River Development Corporation's performance of its obligations to make the dedications of Public Active Open Space described in the Roam FDP.

School Impact Fee:
This project is subject to school impact fees since no land dedication has been proposed. The fee and the fee in lieu of land dedication collected shall be equivalent to the market value of land area for the total number of dwelling units.

The amount is calculated as follows: $1,586 per unit x 4 DU = $6,344.00

HOA / Declaration of Covenants:
This project will be incorporated into the Roam Master Homeowners Association.

Development Improvements Agreement:
All improvements (water, sewer, roadway, landscaping, drainage/erosion control, etc.) associated with the proposed project are required to be guaranteed (120%) through a Development Improvements Agreement (DIA). Approval of the DIA will occur by separate resolution of Town Council.

Sidewalks:
Sidewalks are not located internally with this project but there are existing sidewalks adjacent to Roam Way and Beavers Lodge Road to provide pedestrian connection.

Wetlands:
Wetlands comprise the western portion of the project but encroachment into the wetlands is not proposed. Boulders and shrubs will be planted along the edge of the wetlands to protect them and establish the non-disturbance zone.

Review Agency Comments (comment letters can be viewed here):

- **CDOT**
  Brian Killian, Region 3 Access Program Manager, responded to the referral in an email dated June 22, 2021. In that email he stated he had no objections to plat approval.

- **Colorado Geological Survey**
  Amy Crandall, Engineering Geologist, responded to the referral in a letter dated July 1, 2021. In the former letter she expressed no concern with the Minor Subdivision provided the recommendations from the geotechnical report are adhered to. A plat note has been added in reference to the geotech report.

- **East Grand Fire Protection District No. 4**
  Dennis Soles, Fire Marshal, responded to the referral in a letter dated June 25, 2021. In that letter he expressed the need to install "No Parking" signs along the private drive.

  - Applicant shall add appropriate "No Parking" signs to the civil plans along the private drive as requested by East Grand Fire Protection District No. 4.

- **Mountain Parks Electric**
  Jean Johnston, Senior Staking Engineer / R.O.W. Specialist, responded to the referral in an email dated June 23, 2021. In the email she indicated concern with building setbacks as it relates to MPE equipment and noted a change that needs to be made to Plat Note 3. See attached email for details.

  - Applicant shall address to Mountain Park Electric's satisfaction all comments made by Mountain Park Electric in the email dated June 23, 2021.

- **Town Engineer**
  Cooper Karsh, P.E., CFM, Project Manager, responded to the referral in a letter dated July 2, 2021. In this letter he noted minor items that will need to be revised on the civil plans prior to site disturbance.

  - Applicant shall address to Town Engineer's satisfaction all comments made by the Town Engineer in the letter dated July 2, 2021.

- **Town Transit Department**
  Ivy Compton, Transit Manager, responded to the referral in an email dated June 14, 2021. She noted no concern with the project.

- **Xcel**
  Kathleen Jacoby, Design Planner, responded to the referral in a letter dated July 6, 2021. In this letter she noted this subdivision falls under the WP/Fraser design moratorium and they will not be able to serve the area at this time. She also noted concern with utility separation. See attached letter for details.

  - Applicant shall address to Xcel Energy's satisfaction all comments made by Xcel Energy in the email dated July 6, 2021.

- **US Army Corps of Engineers**
  Benjamin Wilson, Project Manager, responded to the referral in a letter dated July 2, 2021. In this letter he noted the Roam subdivision is currently in violation of their Nationwide Permit and the applicant is working with the Corps to resolve the issues. See attached letter for details.

Letters were sent to the following agencies but comments were not received prior to the deadline –

- Comcast
- Colorado Parks and Wildlife
- Denver Water
- East Grand School District
- Grand County Assessor
- Grand County Planning Department
- Grand County Water and Sanitation District No. 1
- Headwaters Trails Alliance
- Lumen
- Town Public Works Department
- US Forest Service

Adjacent Property Owner Comments:

Staff sent notice to adjacent property owners on June 11, 2021. No comments have been received as of July 12th.

Plat:
Staff has prepared a red-marked print that was provided to the applicant on July 13, 2021.

- Applicant shall update the Final Plat to reflect the redlined changes noted by Town staff in a version dated July 13, 2021.

Miscellaneous items to be resolved prior to recordation of the Final Plat:

1. A Certificate of Taxes, shown to be paid in full from the County Treasurer, shall be provided for the subject property prior to the recording of any Final Plat.
2. A Statement of Authority shall be provided for each party that signs the Final Plat.
3. If there is a lien holder, a ratification and confirmation of the plat shall be provided.
4. A School Impact Fee in the amount of $6,344.00 shall be provided prior to recordation of any Final Plat.
5. A digital file of the approved plat must be submitted. The digital file shall be in a format acceptable to the Town's System. Requirements for digital submittal can be obtained from the Town's Planning Division.
6. An executed Final Plat Mylar and other supporting documents, as well as recording fees, shall be provided.

Planning Commission Recommendation:
The Planning Commission reviewed the Final Plat on July 13, 2021 and recommended approval with the conditions outlined below.

Staff Recommendation:
Staff recommends approval of Resolution 1882, Series 2021, a resolution approving the Final Plat for Roam Filing 2 with the following conditions to be met prior to recordation of the Final Plat:

1. Applicant shall update the Final Plat to reflect the redlined changes noted by Town staff in a version dated July 13, 2021.
2. Applicant shall address to Town Engineer's satisfaction all comments made by the Town Engineer in the letter dated July 2, 2021.
3. Applicant shall add appropriate "No Parking" signs to the civil plans along the private drive as requested by East Grand Fire Protection District No. 4.
4. Applicant shall address to Mountain Park Electric's satisfaction all comments made by Mountain Park Electric in the email dated June 23, 2021.
5. Applicant shall address to Xcel Energy's satisfaction all comments made by Xcel Energy in the email dated July 6, 2021.

TOWN OF WINTER PARK
RESOLUTION NO. 1882
SERIES OF 2021

A RESOLUTION APPROVING THE FINAL PLAT FOR ROAM FILING 2

WHEREAS, Fraser River Development Company, LLC ("Applicant") is the current owner of certain real property legally described as Outlot D, Roam Subdivision Filing 1, recorded at Reception No. 2019-008310 (the "Property");

WHEREAS, on May 11, 2021, Applicant filed an application for approval of a Minor Subdivision Plat for the Property, known as Roam Filing 2 (the "Final Plat");

WHEREAS, after a properly-noticed public hearing on July 13, 2021, the Planning Commission approved the Final Plat;

WHEREAS, the Town staff has reviewed the Final Plat and conditionally recommends approval to the Town Council;

WHEREAS, at a properly-noticed public hearing on July 20, 2021, the Town Council considered the Final Plat; and

WHEREAS, after considering the recommendation from the Planning Commission and Town staff, and any public comment, the Town Council finds and determines as provided below.

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

1. Findings. The Town Council hereby finds and determines that the Final Plat meets all of the applicable criteria set forth in Title 8 of the Winter Park Town Code (the "Code").

2. Decision. Based on the foregoing findings, the Town Council hereby approves the Final Plat, Roam Filing 2, subject to the following conditions, all of which shall be satisfied within 60 days of the date of this Resolution:

    1. Applicant shall update the Final Plat to reflect the redlined changes noted by Town staff in a version dated July 13, 2021.
    2. Applicant shall address to Town Engineer's satisfaction all comments made by the Town Engineer in the letter dated July 2, 2021.
    3. Applicant shall add appropriate "No Parking" signs to the civil plans along the private drive as requested by East Grand Fire Protection District No. 4.
    4. Applicant shall address to Mountain Park Electric's satisfaction all comments made by Mountain Park Electric in the email dated June 23, 2021.
    5. Applicant shall address to Xcel Energy's satisfaction all comments made by Xcel Energy in the email dated July 6, 2021.

PASSED, ADOPTED AND APPROVED this 20th day of July, 2021.

TOWN OF WINTER PARK

_____

Nick Kutrumbos, Mayor

ATTEST:

_____

Danielle Jardee, Town Clerk

TOWN OF WINTER PARK

P.O. Box 3327 • 50 Vasquez Road • Winter Park, CO 80482
Phone: 970-726-8081 • Fax: 970-726-8084
Website: www.winterparkgov.com

LAND USE REVIEW APPLICATION FORM

PROJECT INFORMATION

Project Name: Roam Meadow Cabins Phase I	Date:5/11/21
Street Address (or general location if not addressed): Roam, Northwest intersection of Roam Way and Ski Idlewild	
Schedule Number(s) or Parcel Number(s):158733100021, 158733100021, 158733400010, 158733400013	
Site Area (in square feet or acres) 1.2 acres	Existing Zoning: Roam FDP D-C
Existing Land Use: Undeveloped	
Legal Description: A replat of Outlot D, Roam Filing No. 1 recorded at reception number 2019-008310 a part of section 33, township 1 south, range 75 west of the sixth principal meridian, Town of Winter Park, County of Grand, State of Colorado.	

OWNER / APPLICANT

Name: Robert Fanch	Phone: (303) 893-4288
Company: Fraser River Development Company	Fax:
Mailing Address:1500 Wynkoop St, Ste. 200	Email:
Denver, CO. 8202	

CONTACT PERSON

Name: Jeff Vogel	Phone: (303) 893-4288
Company: Vogel & Associates, LLC	Fax:(303) 893-6792
Mailing Address:475 W. 12th Ave, Suite E	Email:jvogel@vogelassoc.com
Denver, CO. 80204	

TYPE OF APPLICATION (check all that apply)

	Subdivision	Fee		Other Development	Fee
✓			✓		
	Sketch Plan	$250.00		Zoning Variance	$250.00
	Preliminary Plat	$500.00*		Special Use Permit	$150.00
	Final Plat	$750.00*		Rezoning Request	$350.00
	Amended Final Plat	$375.00*		Subdivision Exemption	$300.00
	As Built Plat	$250.00		Amended Exemption	$150.00
				Annexation	$500.00*
	*Number of Lots:	x $10.00		*Number of Lots:	x $10.00
	TOTAL FEES:	$		TOTAL FEES:	$
X	Minor Subdivision	Fee		Planned Development	Fee
✓			✓		
	Final Plat	$400.00*		Preapplication Conference	No Fee
	Amended Minor Sub.	$250.00		Preliminary Development Plan	$1,000.00**
				Final Development Plan	$1,000.00**
				Amended Final Plan	$500.00**
	*Number of Lots:	x $10.00		**Number of Lots:	x $2.00
	TOTAL FEES:	$		TOTAL FEES:	$

* In addition to the base fee, an additional $10.00 per unit or lot

** In addition to the base fee, an additional $2.00 per unit or lot

In addition to the base fees the applicant is required to pay the cost of any legal notices and adjoining property owner certified mailings. The applicant may also be subject to reimbursement fees as outlined within Section 7-10-8 of the Town Code.

BRIEF DESCRIPTION OF THE PROJECT

The intent is to amend Section the Roam Final Development Plan. This text amendment will be to Exhibit D: Note 3, Development Standards chart shall be revised as follows:

See cover letter.

AFFIDAVIT

I, Jeff Vogel being duly sworn, declare that I am (please check one) X the authorized representative to act for the property owner, _____ the owner of the property involved in this application and that the foregoing statements and answers herein contained and the information herewith submitted are in all respects true and correct to the best of my knowledge and belief. By signing this application, I have read and agree to the reimbursement fees that may be charged for review of this project as outlined in Section 7-10-8 of the Town Code. At a minimum, this project will require consultants for engineering review and legal review and this shall serve as the written notice required by Section 7-10-8 of the Town Code for these two consultants.

Signature of Owner Date

Signature of Representative Date 5.11.21

Acceptance of this application and required filing fee does not constitute a complete application. Plans and other material required to constitute a complete application are listed in the application procedure.

STAFF USE ONLY (do not write below this line)

Application Received By:		
Case #	Date / Time:	
Total Fees: $	Date Paid:	Check #
Additional Comments:		

VOGEL & ASSOCIATES
Integrated Planning with Innovative Solutions

May 9, 2021

Mr. James Shockey, Town Planner
Town of Winter Park
50 Vasquez Road
P.O. Box 3327
Winter Park, Colorado 80482

Re: Roam Meadow Cabins – Phase I
Single Family Detached Design Review Application

Dear James,

I am pleased to submit on behalf of the Fraser River Development Company, the Single-Family Design Review application. Outlined below is a summary of the project and the respective documents included with this submittal.

The Roam Meadow cabins phase 1 project is proposed to be constructed on 4 lots that are located within the Roam Filing 1, Outlot D final plat. More specifically this project is located at the northwest intersection of Roam Way and Beavers Lodge Road. This Design Review application is for the four homes that to be constructed in phase I. Separate applications will be provided for the subsequent phases.

The intent is to construct four single family detached homes on lots that are being platted concurrently via a Minor Subdivision. These lots will range from 4,994 sqft.-6,229 sqft. Access to the lots will be provided via private drive that connects to Roam Way and Beavers Lodge Road. Pedestrian access is provided via the trail system that will connect with the Roam neighborhood park and the Fraser River trail.

Two single family prototypes are proposed for the neighborhood. These homes will be 3 bedrooms with attached garages. As illustrated in the enclosed, homes are designed to include alternative elevations with different materials and colors.

V: 303.893.4288 F: 303.893-6792 ◆ 475 West 12th Avenue, Suite E, Denver, Colorado 80204 ◆ www.vogelassoc.com

A. Project Location/Address

A replat of Outlot D, Roam Filing No. 1 recorded at reception number 2019-008310 a part of section 33, township 1 south, range 75 west of the sixth principal meridian, Town of Winter Park, County of Grand, State of Colorado.

B. Project Team

Builder:	Fraser Development Company 1500 Wynkoop St, Suite 200 Denver, CO. 80202
Applicant:	Jeff Vogel Vogel & Associates, LLC 475 W. 12th Ave., Suite E Denver, CO. 80204 (303) 893-4288
Architect:	Michael Noda Neo Studio 3560 Walnut St., Unit A Denver, CO. 80205 (303) 758-3800
Civil Engineer:	Tim Gagnon Core Consultants, Inc. 78311 US Hwy 40 Winter Park, CO. 80446 (970) 575-1026

C. Variances

Building Variances – Building variances are not requested at this time.

Site Variances – Variances are not requested at this time.

D. Zone District

Existing Zoning P-D (D-C)

E. Setback Distances

Front: 10'
Side: 3'
Rear: 10'

F. Number of Bedrooms per Unit

Model Type A 3 Bedrooms
Model Type B 3 Bedrooms

G. Parking and Transit

Each model type is design to include two-off street garage parking spaces.

A multi-modal transportation plan is proposed for the Roam project. Multiple automobile access/connections are proposed including a connection to Roam Way and Beavers Lodge Road. A transit stop is to be located on Beavers Lodge Road.

Pedestrian/bicycle connections to the Town Core will be provided via the Roam trail system and the future Fraser River trail.

H. Building Coverage

The Roam Final Development Plan does not have a maximum building coverage.

I. Calculated Building Height:

Riverside Model:	37'-0" measured at the mid-point of the gable roof (see elevations).
Wetland Model:	37'-1 3/8" measured at the mid-point of the gable roof (see elevations).

J. Building Description (see elevations):

An architectural vernacular "Mountain Transitional" has been established for the Roam Meadow project. This transitional style utilizes traditional forms, massing principles and materials with modern expressions that collectively reinforce an architectural character that is elegant, sophisticated, and timeless.

The architectural forms of the existing Beavers Lodge served as a precedent for the gable roof forms that have been incorporated into the single-family prototypes. Façade elements include simple and expansive window openings. The openings reinforce the geometry associated with forms proposed with each of the prototypes.

These homes feature an architectural masonry base to reinforce the horizontal geometry and integrate with the site. A combination of horizontal and wood siding is utilized to compliment specific elements of the home. Oxidized and painted metal is utilized as architectural accents.

Project Schedule:

Estimated Construction Start:	July	2021
Estimated Construction Completion:	June	2022

K. **Access Permit:** Roam Way and Vasquez Road intersection improvements have been completed per the issued CDOT access permit. Rendezvous Road and US 40 intersection improvements are to be completed summer 20201.

L. **Title Commitment:** The title commitment is enclosed.

M. **Bear Proof Trash Receptacles:** Residents will be required to have bear-proof trash receptacles.

Upon your review, we will be available to meet and provide additional information as required. We appreciate your assistance and look forward to working with you further on this exciting project.

Sincerely,

Vogel & Associates, LLC

Jeffrey Vogel, AICP

Principal

V: 303.893.4288 F: 303.893-6792 ◆ 475 West 12th Avenue, Suite E, Denver, Colorado 80204 ◆ www.vogelassoc.com

MINOR SUBDIVISION PLAT
ROAM FILING NO. 2
A REPLAT OF OUTLOT D, ROAM FILING NO. 1 RECORDED AT RECEPTION NUMBER 2019-008310
A PART OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT FRASER RIVER DEVELOPMENT CO LLC, A COLORADO LIMITED LIABILITY COMPANY ("FRDC") IS THE OWNER OF THAT REAL PROPERTY SITUATED IN THE TOWN OF WINTER PARK, GRAND COUNTY, COLORADO, MORE FULLY DESCRIBED AS FOLLOWS:

ALL OF PARCEL D, ROAM FILING NO. 1 ACCORDING TO THE PLAT RECORDED OCTOBER 11, 2019 AT RECEPTION NUMBER 2019-008310 OF THE RECORDS OF GRAND COUNTY, COLORADO.

AREA = 15.416 ACRES, MORE OR LESS.

THAT FRDC HAS CAUSED SAID REAL PROPERTY TO BE LAID OUT AND SURVEYED AS ROAM FILING NO. 2, AND DOES HEREBY DEDICATE AND SET APART ALL THE STREETS, OPEN SPACE, AND EASEMENTS SHOWN ON THE ACCOMPANYING PLAT TO THE TOWN OF WINTER PARK, OR THE ROAM HOMEOWNERS ASSOCIATION, OR THE GRAND COUNTY WATER AND SANITATION DISTRICT AS INDICATED.

IN WITNESS WHEREOF, _____, AS MANAGER OF FRASER RIVER DEVELOPMENT CO LLC HAS CAUSED HIS NAME TO BE HEREUNTO SUBSCRIBED THIS ____ DAY OF _____, 20____.

_____
MANAGER OF FRASER RIVER
DEVELOPMENT CO LLC

STATE OF COLORADO)
)SS
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20___ BY AS MANAGER OF FRASER RIVER DEVELOPMENT CO LLC

MY COMMISSION EXPIRES:_____

NOTARY PUBLIC _____

SURVEY NOTES:

1.) BEARINGS SHOWN ON THE ACCOMPANYING PLAT ARE BASED ON THE ASSUMPTION THAT THE SOUTH LINE OF THE SE1/4 OF SECTION 33, T1S, R75W OF THE 6TH P.M., BEARS N89°33'13"W, AS MONUMENTED AND SHOWN HEREON.

2.) SET 18" LONG #5 REBAR WITH 2" OUTSIDE DIAMETER ALUMINUM CAP MARKED "PLS 34592" AT ALL BOUNDARY CORNERS UNLESS OTHERWISE NOTED.

3.) THE EXTERIOR BOUNDARY, RECORDED EASEMENTS AND RIGHTS-OF-WAY, IF ANY, ARE SHOWN ON THE ACCOMPANYING PLAT AS DISCLOSED IN THE _____ COMMITMENT NUMBER ABS60011093-3, WITH AN EFFECTIVE DATE OF _____, AT _____.M. LANDS SHOWN HEREON MAY ALSO BE SUBJECT TO THE EXCEPTIONS IN SAID COMMITMENT NUMBER. OTHER INTERESTS OR EASEMENTS MAY EXIST. PER THE REQUEST OF THE OWNER OR OWNERS AGENT, NO ADDITIONAL RESEARCH WAS COMPLETED BY CORE CONSULTANTS, INC.

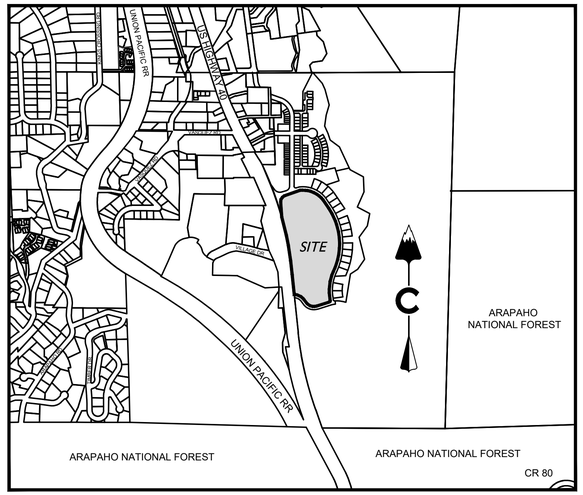
4.) THE SUBJECT PROPERTY LIES WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AND SHADED ZONE X (AREA IS DETERMINED TO BE INSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), PER FEMA FIRM PANEL 992 OF 1200, MAP NO. 08049C0992C WITH AN EFFECTIVE DATE OF JANUARY 1, 2008, AND FEMA FIRM PANEL 991 OF 1200, MAP NO. 08049C0991C WITH AN EFFECTIVE DATE OF JANUARY 1, 2001.

5.) THE PARCEL MAY BE SUBJECT TO RIGHTS, INTERESTS, AGREEMENTS, OBLIGATIONS, RIGHTS-OF-WAY OR EASEMENTS IN FAVOR OF ANY PERSON OR ENTITY BURDENING THE SUBJECT PROPERTY WHICH EXIST OR ARE CLAIMED TO EXIST WITH RESPECT TO: A) ANY IRRIGATION DITCH AND/OR LATERAL; (B) RESERVOIR AND/OR RESERVOIR RIGHTS; (C) SPRINGS AND/OR SPRING RIGHTS; (D) WELL AND/OR WELL RIGHTS; AND (E) THE WATER AND/OR WATER RIGHTS ASSOCIATED WITH THE FOREGOING WHICH MAY BE LOCATED UPON THE LAND OR ASSOCIATED WITH THE LAND.

6.) THE U.S. SURVEY FOOT WAS USED FOR ALL MEASUREMENTS ON THIS SURVEY. PURSUANT TO C.R.S. 38-52.103(2) METRIC CONVERSION IS: ONE METER EQUALS 3937/1200 FEET.

7.) FIELDWORK WAS COMPLETED IN APRIL 2021 BY DAVID LUTS, PLS, CONVENTIONAL AND GPS MEASUREMENTS WERE UTILIZED.

8.) LEGAL DESCRIPTION PREPARED BY MICHAEL SEAN KERVIN, PLS ON BEHALF OF CORE CONSULTANTS, INC. 3473 S. BROADWAY, ENGLEWOOD, CO 80113.



PLANNER'S CERTIFICATE

I, JEFF VOGEL, BEING A QUALIFIED PLANNING FIRM, CERTIFY THAT THIS MINOR SUBDIVISION PLAT OF ROAM FILING NO. 2, HAS BEEN ENGINEERED, DESIGNED AND PLANNED IN ACCORDANCE WITH ALL APPLICABLE DESIGN STANDARDS AND OTHER REQUIREMENTS OF THE TOWN OF WINTER PARK SUBDIVISION REGULATIONS.

_____
JEFF VOGEL
VOGEL & ASSOCIATES, LLC.

PLANNING AND ZONING COMMISSION CERTIFICATE

APPROVED THIS _____ DAY OF _____, 20__ BY THE WINTER PARK PLANNING AND ZONING COMMISSION, WINTER PARK, COLORADO.

_____
CHAIRMAN

TOWN COUNCIL CERTIFICATE

APPROVED THIS ____DAY OF _____, 20___ BY THE TOWN COUNCIL OF THE TOWN OF WINTER PARK SITUATED IN GRAND COUNTY, COLORADO. ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE TOWN OF WINTER PARK DOES NOT CONSTITUTE AN ACCEPTANCE OF THE ROADS AND RIGHTS-OF-WAY REFLECTED HEREON FOR MAINTENANCE BY SAID TOWN. UNTIL SUCH ROADS AND RIGHTS-OF-WAY MEET TOWN SPECIFICATIONS AND ARE SPECIFICALLY ACCEPTED FOR MAINTENANCE BY RESOLUTION OF THE TOWN COUNCIL, THE MAINTENANCE, CONSTRUCTION, AND ALL OTHER MATTERS PERTAINING TO OF AFFECTING SAID ROADS AND RIGHTS-OF-WAY ARE THE SOLE RESPONSIBILITY OF THE OWNERS OF THE LAND EMBRACED WITHIN THE SUBDIVISION. THIS APPROVAL DOES NOT GUARANTEE THAT THE SIZE OR SOIL CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT MAY BE ISSUED.

ATTEST:

_____
MAYOR
TOWN OF WINTER PARK, COLORADO

_____
TOWN CLERK

DEVELOPMENT NOTES:

1.) THE GEOTECHNICAL REPORT REQUIRES THAT ALL STRUCTURES HAVE ENGINEERED FOUNDATIONS. A SITE SPECIFIC SOIL AND FOUNDATION REPORT IS REQUIRED TO BE PROVIDED WITH SUBMITTAL OF A BUILDING PERMIT APPLICATION TO THE TOWN OF WINTER PARK BUILDING DEPARTMENT THAT RECOMMENDS THE MOST APPROPRIATE FOUNDATION SYSTEM FOR EACH STRUCTURE. SUBSURFACE STRUCTURES AND IMPROVEMENTS SHALL COMPLY WITH GEOTECHNICAL REPORT INCLUDING GROUNDWATER RECOMMENDATIONS.

2.) PARKING REQUIREMENTS SHALL COMPLY WITH THE TOWN OF WINTER PARK STANDARDS AND SPECIFICATIONS FOR CONSTRUCTION OF ON-STREET PARKING SHALL BE COUNTED TOWARDS TOTAL OFF-STREET PARKING REQUIREMENTS FOR COMMERCIAL USES.

3.) PER THIS PLAT, A BLANKET EASEMENT UPON, ACROSS, ABOVE, OVER, UNDER AND THROUGH THE SUBJECT PROPERTY IS GRANTED TO MOUNTAIN PARKS ELECTRIC, INC. AND XCEL FOR THE PURPOSE OF INGRESS AND EGRESS FROM, AND THE INSTALLATION, REPAIR, REPLACEMENT, OPERATION AND MAINTENANCE OF AN ELECTRIC DISTRIBUTION SYSTEM, INCLUDING ELECTRIC LINES AND ALL ASSOCIATED FACILITIES. WITH RESPECT TO THE ELECTRIC UTILITY EASEMENT GRANTED HEREBY, NO STRUCTURE SHALL BE ALLOWED CLOSER THAT TEN FEET (10') AROUND ANY ABOVE GROUND EQUIPMENT. NO OTHER UTILITY LINE (WHETHER GAS, WATER, SEWER OR OTHER UTILITY) SHALL BE ALLOWED CLOSER THAN FIVE FEET (5') FROM ANY PRIMARY VOLTAGE POWER LINES OR WITHIN FIVE FEET (5') AROUND ANY ABOVE GROUND EQUIPMENT. NOT WITHSTANDING THE FOREGOING, UNDERGROUND COMMUNICATION FACILITIES SHALL NOT BE ALLOWED CLOSER THAN ONE FOOT (1') TO ANY POWER LINES AND ABOVE GROUND COMMUNICATION FACILITIES SHALL NOT BE CLOSER THAN TWO FEET (2') TO ANY ABOVE GROUND ELECTRIC FACILITIES. NO GRADE CHANGES (FILL OR CUT) IN-EXCESS OF SIX INCHES (6") ARE PERMITTED WITHIN TEN FEET (10') OF ANY PRIMARY ELECTRIC LINE OR WITHIN FIVE FEET (5') OF ANY OTHER FACILITY, INCLUDING SECONDARY ELECTRIC LINES, WITHOUT PRIOR WRITTEN AUTHORIZATION FROM MOUNTAIN PARKS ELECTRIC, INC. UPON INSTALLING UTILITIES, THE BLANKET EASEMENT WILL BE REPLACED BY SPECIFIC EASEMENTS EXECUTED BY EXCEL, MOUNTAIN PARKS AND FRASER RIVER DEVELOPMENT COMPANY.

4.) LOT OWNERS ARE RESPONSIBLE FOR SNOW REMOVAL WITHIN THE PRIVATE STREETS. SNOW SHALL NOT BE PUSHED OR STORED ON PUBLIC RIGHT-OF-WAY. DURING MAJOR SNOW EVENTS, SNOW IS TO BE HAULED OUT.
THE TOWN OF WINTER PARK SHALL BE RESPONSIBLE FOR SNOW REMOVAL WITHIN THE TERMS OUTLINED IN THE ROAM FINAL DEVELOPMENT PLAN SECTION 7.2.1.3.

5.) THE NEIGHBORHOOD PARK SHALL BE DEDICATED TO THE TOWN BY SEPARATE DOCUMENT.

6.) BUILDING HEIGHTS SHALL BE MEASURED PER WINTER PARK TOWN CODE, SECTION 7-2-3.

7.) ALL SETBACKS SHALL BE CONSISTENT WITH THE SETBACKS OUTLINED IN THE ROAM FINAL DEVELOPMENT PLAN, EXHIBIT D OR AS REQUIRED TO AVOID CONSTRUCTION IN SPECIFIED NON-BUILDABLE AREAS.

8.) BUILDING SETBACKS:
FRONT: 5', SIDE: 5', REAR: 5'

9.) WILDLIFE WILL BE PROTECTED BY THE FOLLOWING MEASURES:
A) ALL DOMESTIC DOGS WILL BE UNDER CONTROL OF THE OWNER WHEN OUTSIDE OF THE HOME;
B) ALL DOGS WILL BE REQUIRED TO BE ON A LEASH;
C) HIKE/BIKE TRAILS WILL BE SITED TO AVOID WILDLIFE AREAS TO THE EXTENT PRACTICABLE;
D) ALL TRASH RECEPTACLES SHALL BE WILDLIFE PROOF CONTAINERS; AND
E) ANY FENCING INSTALLED ON THIS SUBDIVISION SHALL CONFORM TO THE DESIGN CRITERIA OF THE COLORADO DIVISION OF WILDLIFE PUBLICATION TITLED "FENCING WITH WILDLIFE IN MIND."

10.) TO PROTECT AGAINST WILDFIRES AND ENHANCE FOREST HEALTH THE FOLLOWING WILDFIRE MITIGATION MEASURES ARE REQUIRED:
A) WATER HYDRANTS WILL BE SITED AT APPROPRIATE DISTANCES;
B) ALL DEAD VEGETATION LOCATED WITHIN 50' OF A STRUCTURE SHALL BE PRUNED OR REMOVED; AND
C) UTILITIES WILL BE CONSTRUCTED UNDERGROUND.

11.) WETLANDS ADJACENT TO SNOW STORAGE LOCATIONS SHALL BE PROTECTED FROM DAMAGE.

12.) TO ENSURE STORM DRAINAGE FACILITIES FUNCTION AS THEY ARE DESIGNED TO, CONTINUED MAINTENANCE IS REQUIRED. MAINTENANCE OF DRAINAGE FACILITIES MAY INCLUDE CLEARING DEBRIS FROM INLETS, CULVERTS, CHANNELS, DITCHES, OR DETENTION FACILITIES. RESPONSIBILITY FOR MAINTENANCE OF DRAINAGE IMPROVEMENTS LIES WITH THE PROPERTY OWNER, EXCEPT AS MODIFIED BY SPECIFIC AGREEMENT. MAINTENANCE RESPONSIBILITY WILL BE DELINEATED ON ALL FINAL PLATS.

THE POLICY OF THE TOWN SHALL BE TO REQUIRE THAT THE ROAM METROPOLITAN DISTRICT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES, INCLUDING INLETS, PIPES, CULVERTS CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND, EXCEPT AS MODIFIED BY SPECIFIC AGREEMENT' AND THAT THIS RESPONSIBILITY SHALL BE NOTED ON THE FINAL PLAT. SHOWN THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSE OF OPERATIONS AND MAINTENANCE, ALL SUCH COSTS WILL BE ASSESSED TO THE PROPERTY OWNER.

13.) PEDESTRIAN PUBLIC ACCESS SHALL BE PERMITTED ACROSS PRIVATE ROADS LOCATED ADJACENT TO THE DEDICATED PUBLIC PARK.

SURVEYOR'S CERTIFICATE

I, MICHAEL SEAN KERVIN, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS MINOR SUBDIVISION PLAT OF ROAM FILING NO. 2, TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT SAID PLAT COMPLIES WITH THE REQUIREMENTS OF TITLE 38, ARTICLE 51, COLORADO REVISED STATUTES, AND THAT THE MONUMENTS REQUIRED BY SAID STATUTE AND BY THE TOWN OF WINTER PARK SUBDIVISION REGULATIONS HAVE BEEN PLACED ON THE GROUND.

THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF SAID SURVEY.

_____
MICHAEL SEAN KERVIN
PROFESSIONAL LICENSED COLORADO LAND SURVEYOR PLS NO. 34592
FOR AND ON BEHALF OF CORE CONSULTANTS, INC.

NOTE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE (3) YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ACTION BE TAKEN BASED UPON ANY DEFECT IN THIS SURVEY MORE THAN TEN (10) YEARS AFTER THE DATE OF THE SURVEY CERTIFICATION SHOWN HEREON.

STATE OF COLORADO)
)SS
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20___ BY
MICHAEL SEAN KERVIN

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES:_____

NOTARY PUBLIC _____

OWNER/DEVELOPER
FRASER RIVER DEVELOPMENT CO LLC. (FRDC)
1500 WYNKOOP ST. STE 200
DENVER, CO. 80202

ENGINEER
TKE CIVIL & STRUCTURAL ENGINEERING, INC.
80 EAST AGATE
GRANBY, CO 80446
CONTACT: TONY DEPLATA

SURVEYOR
CORE CONSULTANTS, INC.
3473 S. BROADWAY
ENGLEWOOD, CO 80113
CONTACT: MICHAEL KERVIN

PLANNER/REPRESENTATIVE
VOGEL & ASSOCIATES, LLC.
475 W. 12TH AVE, SUITE E
DENVER, CO 80204
CONTACT: JEFF VOGEL

DATE PREPARED
JUNE 9, 2021

LAND DEVELOPMENT
ENERGY
PUBLIC INFRASTRUCTURE

CORE CONSULTANTS, INC.
3473 S. BROADWAY
ENGLEWOOD, CO 80113
303.703.4444
LIVEYOURCORE.COM

REVISIONS

NO.	DESCRIPTION	DATE	BY

ROAM FILING NO. 2
SEC. 33, T1S, R75W, 6TH P.M.
GRAND COUNTY, COLORADO

RELEASE: 6-9-21
DESIGNED: _____
CAD: KDS
QA/QC: MSK

JOB NO. 21-028

MINOR SUBDIVISION PLAT
ROAM FILING NO. 2
A REPLAT OF OUTLOT D, ROAM FILING NO. 1 RECORDED AT RECEPTION NUMBER 2019-008310
A PART OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO

SOUTHEAST CORNER, SECTION 33
T1S, R75W, 6TH P.M.
FOUND 2" PIPE WITH
2-1/2" BRASS GLO CAP
MARKED 1933"

TRACT G
ROAM FILING NO. 1
REC. 2019008310

LOT 1, BLOCK 10
LOT 2, BLOCK 10
LOT 3, BLOCK 10
LOT 4, BLOCK 10
LOT 5, BLOCK 10
LOT 6, BLOCK 10
LOT 7, BLOCK 10
LOT 8, BLOCK 10
LOT 9, BLOCK 10
LOT 10, BLOCK 10
LOT 11, BLOCK 10
LOT 12, BLOCK 10
LOT 13, BLOCK 10
LOT 14, BLOCK 10
LOT 15, BLOCK 10
LOT 16, BLOCK 10

BEAVER LODGE ROAD
REC. 2019008310

L=736.27' R=712.95' Δ=59°10'11"
CHB=N04°29'57"W CH=703.98'

N34°05'03"W 94.34'

L=300.70' R=282.00' Δ=61°05'40"
CHB=N64°37'52"W CH=286.65'

10' SNOW STORAGE & UTILITY EASEMENT
REC. 2019008310

DRAINAGE EASEMENT
REC. 2019008310

DRAINAGE EASEMENT
REC. 2019008310

L=296.28' R=518.00' Δ=32°46'16"
CHB=N08°42'00"E CH=292.25'

N7°41'07"W
41.03'

L=26.54'
R=19.00'
Δ=80°01'36"
CH=24.43'
CHB=N32°19'40"E

PARCEL F
ROAM FILING NO. 1
REC. 2019008310

ROAM WAY
REC. 2019008310
N72°20'28"E 142.91'

SEE SHEET 3 FOR
DETAIL OF LOTS

L=55.09'
R=107.00'
Δ=29°29'52"
CH=54.48'
CHB=N87°05'24"E

L=85.50'
R=92.00'
Δ=53°14'45"
CH=82.45'
CHB=S51°32'17"E

DRAINAGE EASEMENT
REC. 2019008310

L=110.48'
R=122.00'
Δ=51°53'15"
CH=106.75'
CHB=S50°51'32"E

L=17.65'
R=20.00'
Δ=50°34'29"
CH=17.09'
CHB=S51°30'55"E

S76°48'09"E
36.01'

PARCEL D1
±617,594 SF
±14.178 AC

FLOOD ZONE X
0.2% ANNUAL FLOOD CHANCE

FLOOD ZONE X
AREA OF MINIMAL
FLOOD HAZARD

FLOOD MAP
08049C0992C EFF. 01/02/2008

FLOOD MAP
08049C0991C EFF. 01/02/2008

WETLANDS

L=46.98'
R=40.00'
Δ=67°17'40"
CH=44.33'
CHB=S51°10'28"W

DRAINAGE EASEMENT
REC. 2019008310

L=26.73'
R=30.00'
Δ=51°02'48"
CH=25.85'
CHB=N30°55'08"E

N89°49'19"W
14.58'

L=263.63' R=69.00'
CHB=N53°00'55"W CH=130.12'
Δ=218°54'55"

DRAINAGE EASEMENT
REC. 2019008310

DRAINAGE EASEMENT
REC. 2019008310

10' PUBLIC SERVICE COMPANY
OF COLORADO UTILITY EASEMENT
BK. 216, PG.249

FOUND #5 REBAR WITH
YELLOW PLASTIC CAP
MARKED "PLS 25965"

S5°48'59"E 285.49'

25' WESTERN SLOPE GAS COMPANY EASEMENT
BK. 1112, PG. 412

20' UTILITY & DRAINAGE EASEMENT REC. 2019008310

L=21.07'
R=90.50'
Δ=13°20'14"
CH=21.02'
CHB=S32°53'47"E

N 20°21'03" E 1604.77'

L=1203.54' R=3503.59' Δ=19°40'55"
CHB=S15°38'46"E CH=1197.63'

U.S. HIGHWAY 40
(WIDTH VARIES)

SOUTH QUARTER CORNER,
SECTION 33
T1S, R75W, 6TH P.M.
FOUND 2" PIPE WITH
2-1/2" BRASS GLO CAP
MARKED 1933"

N0°10'41"E
55.91'

L=255.25' R=162.50' Δ=90°00'00"
CHB=N44°49'19"W CH=229.81'

LOTS 10-12, BLOCK 1
HIDEAWAY PARK
REC. 48279 & REC# 2007-005207

N89°15'09"W 132.82'

FOUND #5 REBAR WITH
YELLOW PLASTIC CAP
MARKED "PLS 25965"

BASIS OF BEARINGS
S. LINE, SE1/4, SEC. 33 - N89°33'13"W

0 60' 120'
1 inch = 60 ft.

LEGEND

- WETLANDS
- FEMA FLOOD ZONE AE
- FEMA FLOOD ZONE X, AREA OF 0.2% ANNUAL FLOOD CHANCE

LAND DEVELOPMENT
ENERGY
PUBLIC INFRASTRUCTURE

CORE CONSULTANTS, INC.
3473 SOUTH BROADWAY
ENGLEWOOD, CO 80113
303.703.4444
LIVEYOURCORE.COM

NO.	DESCRIPTION	DATE	BY

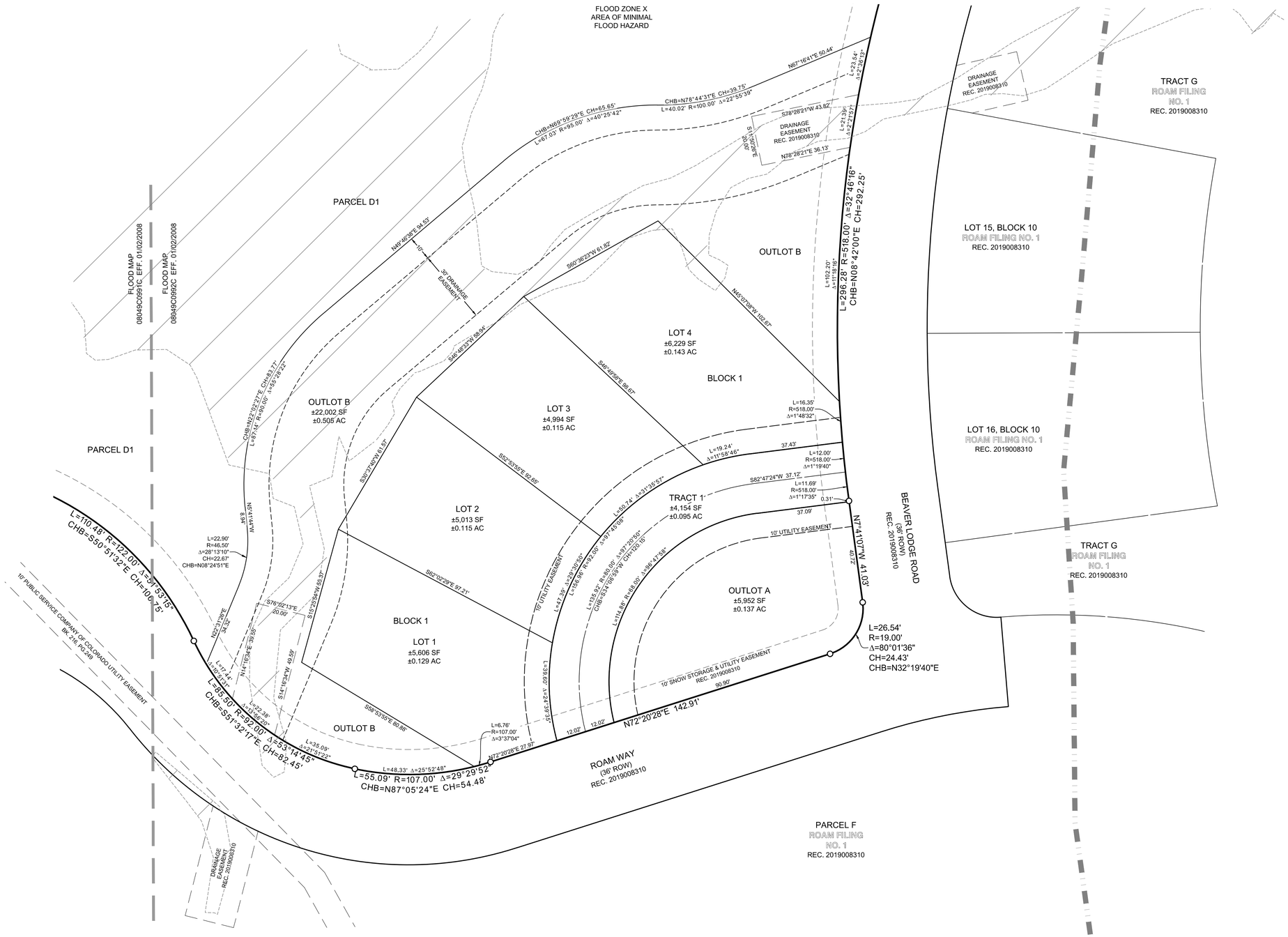
REVISIONS

ROAM FILING NO. 2
SEC. 33, T1S, R75W, 6TH P.M.
GRAND COUNTY, COLORADO

RELEASE: 6-9-21
DESIGNED: ____
CAD: KDS
QA/QC: MSK

JOB NO. 21-028

MINOR SUBDIVISION PLAT
ROAM FILING NO. 2
A REPLAT OF OUTLOT D, ROAM FILING NO. 1 RECORDED AT RECEPTION NUMBER 2019-008310
A PART OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO



CORE CONSULTANTS, INC.
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LAND DEVELOPMENT
ENERGY
PUBLIC INFRASTRUCTURE

CORE

REVISIONS			
NO.	DESCRIPTION	DATE	BY

ROAM FILING NO. 2
SEC. 33, T1S, R75W, 6TH P.M.
GRAND COUNTY, COLORADO

RELEASE: 6-9-21
DESIGNED: _____
CAD: KDS
QA/QC: MSK

JOB NO. 21-028

SHEET 3 OF 3

SCALE: 1"=30'

0 15' 30' 60'

Know what's below. Call before you dig. 811

CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

VOGEL & ASSOCIATES ASSUMES NO RESPONSIBILITY FOR EXISTING UTILITY LOCATIONS (HORIZONTAL AND VERTICAL). THE EXISTING UTILITIES SHOWN ON THIS DRAWING HAVE BEEN PLOTTED FROM THE BEST AVAILABLE INFORMATION. IT IS, HOWEVER, THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES.

VOGEL & ASSOCIATES
Land Planning ◆ Landscape Architecture ◆ Development Consulting ◆
475 W. 12th Avenue - Suite E
Denver, Colorado 80204-3668 - (303) 893-4286

ROAM CABINS - PHASE I
WINTER PARK, CO 80482

DOCUMENT SET	ISSUE DATE
SUBMITTAL SET	05/ 14 /2021
CONSTRUCTION SET	
DWN. BY:	RL & MT
REVISIONS:	

ILLUSTRATIVE CONCEPTUAL SITE PLAN

L3

MEMO

TO	Town Council
FROM	James Shockey, Community Development Director
THROUGH	Keith Riesberg, Town Manager
DATE	July 20, 2021
RE	Resolution 1883 – Resolution of Findings – Winter Park Enterprises, LLC

Background

The Town Council approved the petition for annexation from Winter Park Enterprises, LLC on June 1, 2021 for the four acre tract located on the corner of Main Street (U.S. Highway 40) and Village Drive. The parcel has one single-family home and the remaining land is vacant with heavy tree cover. The parcel is surrounded on the south and west by Beaver Village Condominiums, the north by Snow Blaze Condominiums and the east by Main Street. The parcel is proposed to be zoned Destination Center District and developed as a primarily residential community. Additional Planning Commission and Town Council reviews and approvals will be required prior to such development. At this time only the eligibility for annexation of the parcel into the Town is at issue.

Analysis

In following the Colorado Revised Statutes, the Council is required to approve findings that the proposed annexation has met the requirements of the State of Colorado. The findings include:

- Notice in the paper for five consecutive weeks: the proposed annexation was published in the Middle Parks Times on June 17, June 24, July 1, July 8 and July 15, 2021.
- Mail notice by registered mail to County Clerk, County Attorney, County Commissioners, East Grand School District, East Grand Fire Protection District #4, Colorado River District, Fraser Valley Metropolitan Recreation District, Grand County Library District, Grand County Water and Sanitation District #1 and Middle Park Water Conservancy District. The letters were mailed on June 23, 2021.
- A public hearing on the annexation will be held on July 20, 2021 and to determine that the area to be annexed complies with State Statutes including:
  - that not less than one-sixth of the perimeter of the area is adjacent to Winter Park's boundary;
  - the property has not been divided since starting the annexation;
  - no other annexation proceedings including the property have been started by another municipality;
  - the annexation will not cause the property to be detached from the school district; and
  - the annexation is not three miles beyond our municipality and there is a Three Mile Plan in place.

Staff Recommendation

All the findings required by State Statutes have been met for this annexation, and Staff recommends the Town Council adopt Resolution 1883, Series 2021 a resolution making findings of fact, determinations, and conclusions concerning the annexation of a 4.16 acre parcel of land located in unincorporated Grand County.

If this resolution is adopted, separate ordinances to accomplish the annexation, to approve a development agreement, and to establish zoning for the property will be prepared for Town Council's consideration.

TOWN OF WINTER PARK
RESOLUTION NO. 1883
SERIES OF 2021

A RESOLUTION MAKING FINDINGS OF FACT, DETERMINATIONS, AND CONCLUSIONS CONCERNING THE ANNEXATION OF A 4.16 ACRE PARCEL OF LAND LOCATED IN UNINCORPORATED GRAND COUNTY

WHEREAS, pursuant to C.R.S. § 31-12-107, Winter Park Enterprises, LLC, as owner of more than 50% of the territory proposed for annexation located at the northwest corner of Village Drive and Highway 40 in Grand County, has filed a petition for annexation (the "Petition") of that certain unincorporated territory to the Town, which land is more particularly described in Exhibit A attached to the Petition;

WHEREAS, the Town Council by Resolution1865, Series of 2021, found that the Petition is in substantial compliance with § 31-12-107(1) of the Colorado Revised Statutes;

WHEREAS, the Town Clerk has provided notice of public hearing on the proposed annexation by publication once per week for five successive weeks and by registered mail to the Clerk of the Board of County Commissioners, the County Attorney, the school district and to any special district having territory in the area to be annexed; and

WHEREAS, the Town Council has completed a public hearing on July 20, 2021 to determine if the proposed annexation complies with Article II, Section 30 of the Colorado Constitution and Sections 31-12-104 and 105, Colorado Revised Statutes, to establish eligibility for annexation.

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

Section 1. That the Town Council hereby finds and concludes with regard to the annexation of the territory described in the Petition and Exhibit A, that the applicable provisions of C.R.S. § 31-12-104 have been met in that not less than one- sixth of the perimeter of the area proposed to be annexed is contiguous with the existing boundaries of the Town and because of such contiguity, a community of interest exists between the territory proposed to be annexed and the Town; and

Section 2. That the Town Council finds and determines that the applicable provisions of C.R.S. § 31-12-105 have been met in that no land held in identical ownership has been divided or included without written consent of the owner thereof; that no annexation proceedings have been commended by another municipality; that the annexation will not result in the detachment of area from a school district; that the annexation will not result in the extension of a municipal boundary more than three miles; that the Town has in place a plan for said three mile area; and that in establishing the boundaries of the area to be annexed the entire width of any street or alley is included with the area annexed.

Section 3. That an annexation election is not required under C.R.S. § 31-12-107(2), and no additional terms or conditions are to be imposed upon the area to be annexed.

Section 4. The Property is eligible for annexation to the Town, and all requirements of law have been met, including the requirements of C.R.S. §§ 31-12-104 and 31-12-105.

Section 5. An ordinance annexing the Property to the Town will be considered by the Town Council pursuant to C.R.S. § 31-12-111.

PASSED, ADOPTED AND APPROVED this 20th day of July 2021.

TOWN OF WINTER PARK

_____

Nick Kutrumbos, Mayor

ATTEST:

_____

Danielle Jardee, Town Clerk

EXHIBIT A
Legal Description of the Property

A PARCEL OF LAND BEING IN THE SOUTH ON-HALF OF SECTION 33, TOWNSHIP 1 SOUTH,
RANGE 75 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF GRAND, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY-MOST CORNER OF BEAVER VILLAGE - FILING NO. 2 AT WINTER PARK; THENCE NORTH 90°00'00" EAST ALONG THE SOUTH LINE OF LOT 15, BLOCK 2 OF HIDE-AWAY PARK, A DISTANCE OF 393.64 FEET TO A POINT ON A CURVE THE CENTER OF WHICH BEARS SOUTH 71°38'48" WEST, SAID POINT ON CURVE BEING A POINT ON THE WESTERLY RIGHT-OF-WAY OF U.S. HIGHWAY NO. 40; THENCE THE FOLLOWING FOUR (4) COURSES ALONG SAID WESTERLY RIGHT-OF-WAY:

1) SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 0°38'01", A RADIUS OF 3371.59 FEET, THE LONG CHORD BEARING SOUTH 18°01'53" EAST A DISTANCE OF 37.28 FEET;
2) SOUTH 16°55'26" WEST, A DISTANCE OF 170.72 FEET;
3) SOUTH 14°00'24" EAST, A DISTANCE OF 236.10 FEET;
4) SOUTH 14°50'54" EAST, A DISTANCE OF 80.00 FEET TO A POINT ON THE NORTHERLY LINE OF BEAR VILLAGE - FILING NO. 1 AT WINTER PARK;

THENCE THE FOLLOWING FOUR (4) COURSES ALONG SAID NORTHERLY LINE:

1) NORTH 87°47'49" WEST, A DISTANCE OF 16.92 FEET TO A POINT OF CURVE;
2) NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 16°20'49", A RADIUS OF 354.04 FEET, THE LONG CHORD BEARING NORTH 79°37'24" WEST A DISTANCE OF 100.67 FEET TO A POINT OF TANGENCY;
3) NORTH 71°27'00" WEST, A DISTANCE OF 172.90 FEET TO A POINT OF CURVE;
4) WESTERLY ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 40°02'06", A RADIUS OF 262.18 FEET, THE LONG CHORD BEARING SOUTH 88°31'57" WEST A DISTANCE OF 179.49 TO AN ANGLE POINT ON THE EASTERLY-MOST BOUNDARY OF SAID FILING NO. 2;

THENCE NORTH 3°25'57" EAST ALONG SAID EASTERLY-MOST BOUNDARY, A DISTANCE OF 436.79 FEET TO THE **POINT OF BEGINNING**, COMMON WITH THE EXISTING BOUNDARY OF THE TOWN OF WINTER PARK.

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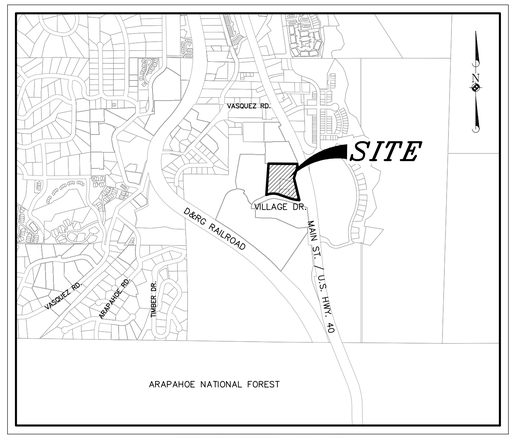
ANNEXATION MAP

WINTER PARK ENTERPRISES, LLC ANNEXATION TO THE TOWN OF WINTER PARK

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GRAND, STATE OF COLORADO



VICINITY MAP

(1" = 1000')

LEGAL DESCRIPTION

CONTAINED IN WARRANTY DEED RECORDED JANUARY 12, 1995 AT RECEPTION NO. 95000401.

A PARCEL OF LAND BEING IN THE SOUTH ON-HALF OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF GRAND, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY-MOST CORNER OF BEAVER VILLAGE – FILING NO. 2 AT WINTER PARK; THENCE NORTH 90°00'00" EAST ALONG THE SOUTH LINE OF LOT 15, BLOCK 2 OF HIDE-AWAY PARK, A DISTANCE OF 393.64 FEET TO A POINT ON A CURVE THE CENTER OF WHICH BEARS SOUTH 71°38'48" WEST, SAID POINT ON CURVE BEING A POINT ON THE WESTERLY RIGHT-OF-WAY OF U.S. HIGHWAY NO. 40; THENCE THE FOLLOWING FOUR (4) COURSES ALONG SAID WESTERLY RIGHT-OF-WAY:

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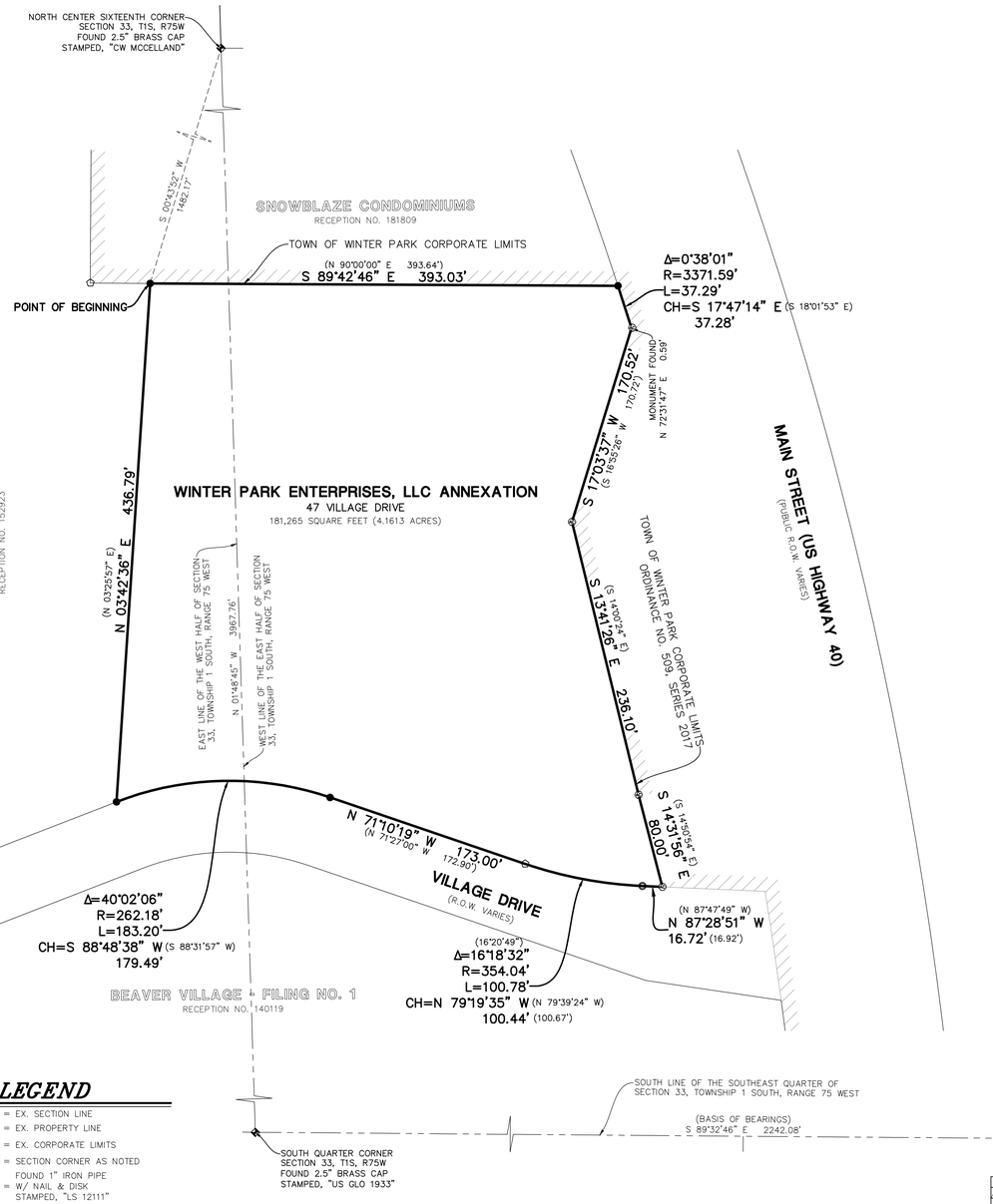
4) WESTERLY ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 40°02'06", A RADIUS OF 262.18 FEET, THE LONG CHORD BEARING SOUTH 88°31'57" WEST A DISTANCE OF 179.49 TO AN ANGLE POINT ON THE EASTERLY-MOST BOUNDARY OF SAID FILING NO. 2;

THENCE NORTH 3°25'57" EAST ALONG SAID EASTERLY-MOST BOUNDARY, A DISTANCE OF 436.79 FEET TO THE **POINT OF BEGINNING**, COMMON WITH THE EXISTING BOUNDARY OF THE TOWN OF WINTER PARK.



LEGEND

- = EX. SECTION LINE
- = EX. PROPERTY LINE
- = EX. CORPORATE LIMITS
- = SECTION CORNER AS NOTED
- = FOUND 1" IRON PIPE W/ NAIL & DISK STAMPED, "LS 12111"
- = FOUND 1.5" ALUMINUM CAP STAMPED, "JIM WARD LS11415"
- = SET NO. 5 REBAR WITH 1.25" YELLOW PLASTIC CAP STAMPED, "PLS 38445"
- = FOUND NO. 4 REBAR WITH NO CAP
- (0.00) = DEED DIMENSION

GRAPHIC SCALE
0 60 90 120 180
(IN FEET)
1 inch = 60 ft.

N

ANNEXATION DATA

TOTAL PROPERTY ACREAGE:	4.1613 ACRES
TOTAL PROPERTY PERIMETER:	1824.42 FEET
1/6TH MINIMUM REQUIRED CONTIGUOUS PERIMETER:	304.57 FEET
PROPERTY PERIMETER CONTIGUOUS WITH TOWN OF WINTER PARK:	916.93 FEET

NOTES

1. **NOTICE:** ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
3. THIS ANNEXATION MAP DOES NOT CONSTITUTE A TITLE SEARCH BY MANHARD CONSULTING TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD, MANHARD CONSULTING RELIED UPON THE TITLE REPORT PREPARED BY CHICAGO TITLE INSURANCE COMPANY, TITLE REPORT NUMBER N0023469-010-T02-PD WITH AN EFFECTIVE DATE OF SEPTEMBER 2, 2019 AT 8:00 A.M.
4. THIS ANNEXATION MAP IS NOT A LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT. THE BOUNDARY INFORMATION IS SHOWN HEREON AS REPRESENTED ON AN ALTA/NSPS LAND TITLE SURVEY PREPARED BY MANHARD CONSULTING, PROJECT ARE.GCC001.00, DATED SEPTEMBER 20, 2019.
5. THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
6. **BASIS OF BEARINGS:** THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IS ASSUMED TO BEAR SOUTH 89°32'46" EAST BETWEEN THE FOUND MONUMENTS SHOWN AND DESCRIBED HEREON.

TOWN OF WINTER PARK CERTIFICATION

THIS ANNEXATION MAP IS TO BE KNOWN AS "WINTER PARK ENTERPRISES, LLC ANNEXATION" TO THE TOWN OF WINTER PARK AND IS APPROVED AND ACCEPTED BY ORDINANCE NO. _____, SERIES _____, PASSED AND ADOPTED AT THE REGULAR MEETING OF THE COUNCIL OF WINTER PARK, HELD ON _____, 20____.

SURVEYOR'S CERTIFICATION

I, BRIAN J. PFOHL, A DULY LICENSED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS ANNEXATION MAP WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND IS A CORRECT DELINEATION OF THE DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF SAID PARCEL IS CONTIGUOUS WITH THE PRESENT BOUNDARY OF THE TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO.

BRIAN J. PFOHL
COLORADO PLS NO. 38445
FOR AND ON BEHALF OF MANHARD CONSULTING
7600 E. ORCHARD ROAD, SUITE 150-N
GREENWOOD VILLAGE, COLORADO 80111
(303) 708-0500

FOR REVIEW ONLY

DATE	REVISIONS	DRAWN BY

OFFICIAL USE ONLY – GRAND COUNTY, COLORADO

Manhard CONSULTING
7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph:303.708.0500 manhard.com
Civil Engineering | Surveying & Geospatial Services | GIS
Water Resource Management | Construction Management

DATE:	PROJECT:	SHEET
03/04/21	ARE.GCC001.01	1 OF 1

3/4/2021 11:48 AM Data Name: P:\Vasquez01\dwg\Sur\Plat\ Drawings\Plat of Annexation\ARE.GCC001.01-50916.dwg Updated By: BPfohl

MEMO

TO	Town Council
FROM	James Shockey, Community Development Director
THRU	Keith Riesberg, Town Manager
DATE	July 20, 2021
RE	Ordinance 561, Series 2021

Background

Section(s) 6-1-2 and 6-1-3 of the Town Code under the 2015 International Building and Residential Codes respectively outlines requirements for providing extensions to issued building permits by amending Section 105.5 within the respective adopted codes. When these sections were adopted, language was modified from the original verbiage to restrict some flexibility for extensions by only allowing one extension of up to 180 days. This revision adds a general expiration date for permits at 24 months after issuance but changes the language about extensions so that one or more extension would be possible.

Analysis

A request for an extension must be made in writing and justifiable cause must be demonstrated. With these changes, the building official will have the discretion to authorize multiple extensions to a building permit, if the extensions are warranted in his opinion.

As has been the case, in the event the request is denied, the applicant may appeal the building official's decision to the Construction Board of Appeals as established in the Building Code.

Staff Recommendation

Staff recommends approval of Ordinance 561, Series 2021 an ordinance amending Title 6, Chapter 1 of the Winter Park Town Code, which adopted by reference the 2015 editions of the International Building Code and International Residential Code with amendments thereto.

TOWN OF WINTER PARK
ORDINANCE NO. 561
SERIES OF 2021

AN ORDINANCE AMENDING TITLE 6, CHAPTER 1 OF THE WINTER PARK TOWN CODE, WHICH ADOPTED BY REFERENCE THE 2015 EDITIONS OF THE INTERNATIONAL BUILDING CODE AND INTERNATIONAL RESIDENTIAL CODE WITH AMENDMENTS THERETO.

WHEREAS, the Town of Winter Park previously adopted by reference the International Building Code, 2015 Edition, and the International Residential Code, 2015 Edition, promulgated by the International Code Council, Inc, 4051 West Flossmoor Road, Country Club Hills, Illinois 60478-5795, with specified amendments to each;

WHEREAS, pursuant to C.R.S. § 31-16-207, if a municipality that previously adopted a code by reference wishes to amend the code so adopted, then the governing body may adopt such amendment using the same procedures as required for the adoption of the original code;

WHEREAS, on first reading on July 20, 2021, a public hearing was set to take place on August 17, 2021 for consideration of this Ordinance;

WHEREAS, prior to the adoption of this Ordinance on a second reading, notice of the public hearing was published twice in a newspaper of general circulation in the Town, once at least fifteen (15) days preceding the hearing and once at least eight (8) days preceding it, as required by C.R.S. § 31-16-203, and such proof of publication has been presented to the Town Council;

WHEREAS, on August 17, 2021, the properly-noticed public hearing was held; and

WHEREAS, as required by Section 4.12 of the Town of Winter Parker Town Charter and state law, copies of the International Building Code, 2015 Edition, and the International Residential Code, 2015 Edition, are available at the office of the Town Clerk.

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

Section 1. Section 6-1-2 of the Winter Parker Town Code is hereby amended to include an amendment to Section 105.5 of the International Building Code, 2015 Edition as follows:

6-1-2: INTERNATIONAL BUILDING CODE AMENDMENTS:

The IBC is amended as follows:

* * *

105.5 Expiration.

Every permit issued by the building official shall expire twenty-four (24) months after the date of issuance. Every permit shall become invalid unless the work on the site authorized by such

permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

* * *

Section 2. Section 6-1-3 of the Winter Parker Town Code is hereby amended to include an amendment to Section 105.5 of the International Residential Code, 2015 Edition as follows:

6-1-3: INTERNATIONAL RESIDENTIAL CODE AMENDMENTS:

The IRC is amended as follows:

* * *

R105.5 Expiration.

Every permit issued by the building official under this code shall expire 24 months after the date of issue. Every permit shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

* * *

Section 3. Safety Clause. The Town Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the Town of Hudson, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 4. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 5. Effective Date. This Ordinance shall become effective ten (10) days after final publication by title only.

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

TOWN OF WINTER PARK

_____
Nick Kutrumbos, Mayor

ATTEST:

_____
Danielle Jardee, Town Clerk

READ, ADOPTED AND ORDERED PUBLISHED on second and final reading by a vote of _____ to _____ on the ___ day of _____, 2021.

TOWN OF WINTER PARK

_____
Nick Kutrumbos, Mayor

ATTEST:

_____
Danielle Jardee, Town Clerk

MEMO

TO	Mayor and City Council
FROM	Alisha Janes, Assistant Town Manager
CC	Keith Riesberg
DATE	July 16, 2021
RE	Purchase Option Agreement with Winter Park Partners for Fireside Creek

Background:

One of the final steps remaining prior to commencement of construction for Fireside Creek Apartments is formally transferring the ownership of the development site from the Town of Winter Park to Winter Park Partners. Winter Park Partners requested this agreement in order to begin working with a Title Company to prepare the Title Commitments in anticipation of a possible August closing.

Analysis:

This exchange is also governed by the Development Agreement between the Town and Winter Park Partners, including the anticipated Amendment following this item on the agenda. While the eventual transfer of land will be subject to any amendments to the development agreement, Winter Park Partners has requested this agreement move forward ahead of the final approval of the first Amendment to the Development Agreement in order to avoid a delay to the start of construction. Should construction on the project not proceed due to any unforeseen circumstance, the Development Agreement contains remedies requiring the transfer of the land back to the Town. Additionally, the price of the purchase option, $10, reflects that the Town is contributing this site in exchange for the development of deed-restricted workforce housing.

Recommendation:

Staff recommends approval of Resolution 1884 approving a purchase option agreement with Winter Park Partners, LLC for the development of deed-restricted workforce housing.

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

I move to approve Resolution 1884 approving a purchase option agreement with Winter Park Partners, LLC for the development of deed-restricted workforce housing.

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

I move to deny Resolution 1884 approving a purchase option agreement with Winter Park Partners, LLC for the development of deed-restricted workforce housing.

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

TOWN OF WINTER PARK

RESOLUTION NO. 1884
SERIES OF 2021

A RESOLUTION APPROVING A PURCHASE OPTION AGREEMENT WITH WINTER PARK PARTNERS, LLC, FOR THE DEVELOPMENT OF DEED-RESTRICTED WORKFORCE HOUSING

WHEREAS, Ordinance 544, Series of 2020, approved a Disposition and Development Agreement with Winter Park Partners LLC (the "Agreement"), authorizing the disposition of Town property for the development of workforce housing;

WHEREAS, as required by the Agreement, the Town and Winter Park Partners LLC are completing the necessary planning steps and are preparing to complete the transfer of the property for development according to the terms and conditions of the Agreement; and

WHEREAS, to facilitate the due diligence required by Winter Park Partners, LLC, in completing the property transaction and as specifically requested by the title company, Winter Park Partners, LLC, has asked the Town to execute the option agreement attached.

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

1. The Option Agreement for Purchase of Real Property by and between Winter Park Partners LLC, and the Town, 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 20th day of July, 2021.

TOWN OF WINTER PARK

_____
Nick Kutrumbos, Mayor

ATTEST:

_____
Danielle Jardee, Town Clerk

OPTION AGREEMENT FOR PURCHASE OF REAL PROPERTY

THIS AGREEMENT ("Agreement") made and entered into this ____ day of _____, 2021, by and between Winter Park Partners, LLC, and/or assigns, hereinafter referred to as "Buyer," and Town of Winter Park, Colorado, hereinafter referred to as "Seller" (each a "Party" and together, the "Parties").

WHEREAS, Seller is the fee simple owner of certain real property consisting of approximately 1.9 acres being, lying and situated in Winter Park, Grand County, Colorado, such real property being more particularly described in Exhibit "A" attached hereto (the "Property"). Final legal description to be provided by title insurance company and by survey of Property.

WHEREAS, Buyer desires to receive from Seller, and Seller desires to give to Buyer, an option to purchase the Property upon the terms and provisions as hereinafter set forth.

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

1. DEFINITIONS. For the purposes of this Agreement, the following terms shall have the following meanings:

(a) "Execution Date" shall mean the day upon which the last Party to this Agreement shall duly execute this Agreement;

(b) "Option Fee" shall mean the total sum of a down payment of One and no/100 Dollars ($1.00);

(c) "Option Term" shall mean that period of time commencing on the Execution Date and ending on August 31, 2021;

(d) "Option Exercise Date" shall mean that date, within the Option Term, upon which the Buyer shall send its written notice to Seller exercising its Option to Purchase;

(e) "Purchase Price" shall mean the sum of Ten and no/100 Dollars ($10.00) payable at the Closing Date;

(f) "Closing Date" shall mean thirty days after the Option Exercise Date or such other date agreed by the Parties;

(g) "Title Company" shall mean the title company selected by Buyer.

2. GRANT OF OPTION. For and in consideration of the Option Fee payable to Title Company as set forth herein, Seller does hereby grant to Buyer the exclusive right and Option ("Option") to purchase the Property upon the terms and conditions as set forth herein.

3. PAYMENT OF OPTION FEE. Seller acknowledges the Option Fee has been paid to Seller.

4. EXERCISE OF OPTION. Buyer may exercise its exclusive right to purchase the Property pursuant to the Option, at any time during the Option Term, by giving written notice thereof to Seller. As provided for above, the date of sending of said notice shall be the Option Exercise Date. In the event the Buyer does not exercise its exclusive right to purchase the Property granted by the Option during the Option Term, Seller shall be entitled to retain the Option Fee, and this agreement shall become absolutely null and void and neither Party shall have any other liability, obligation or duty herein under or pursuant to this Agreement.

5. MISCELLANEOUS.

(a) Execution by Both Parties. This Agreement shall not become effective and binding until fully executed by both Buyer and Seller. Each Party represents and warrants that all required consents and approvals have been obtained and that this Option Agreement is the binding obligation of the Party.

(b) Notice. All notices, demands and/or consents provided for in this Agreement shall be in writing and shall be delivered to the Parties by hand, by United States Mail with postage pre-paid or by e-mail to either the e-mail address provided herein or at another e-mail address commonly used by a Party. Such notices shall be deemed to have been served on the date sent for e-mail delivery, when delivered for hand delivery and when mailed for notice by mail.

(c) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

(d) Successors and Assigns. This Agreement shall apply to, inure to the benefit of and be binding upon and enforceable against the Parties and their respective heirs, successors, and or assigns, to the extent as if specified at length throughout this Agreement. Buyer may assign this Option Agreement to an affiliated single-purpose entity formed for the purpose of owning, constructing, maintaining and managing the Property without the need for consent from the Seller.

(e) Time. Time is of the essence of this Agreement.

(f) Headings. The headings inserted at the beginning of each paragraph and/or subparagraph are for the convenience of reference only and shall not limit or otherwise affect or be used in the construction of any terms or provisions hereof.

(g) Cost of this Agreement. Any cost and/or fees incurred by the Buyer or Seller in executing this Agreement shall be borne by the respective Party incurring such cost and/or fee.

(h) Entire Agreement. This Agreement and the Disposition and Development Agreement entered into by and between the Parties dated November 5, 2020, as may be amended by the Parties, contains all of the terms, promises, covenants, conditions and representations made or entered into by or between Seller and Buyer and supersedes all prior discussions and agreements whether written or oral between Seller and Buyer with respect to the Option and all other matters contained herein and constitutes the sole and entire agreement between Seller and Buyer with respect thereto. This Agreement may not be modified or amended unless such amendment is set forth in writing and executed by both Seller and Buyer.

(i) Buyer's obligation to close on the purchase of the Property is specifically contingent upon the satisfaction of the conditions set forth in the Disposition and Development Agreement by and between the Parties, referenced in subsection (h) above, as amended.

IN WITNESS WHEREOF, the Parties have executed this instrument effective as of the date first written above.

SELLER:
TOWN OF WINTER PARK, COLORADO,
a Colorado home rule municipal corporation

By: _____

Title: _____

Date: _____
E-mail:

BUYER:
WINTER PARK PARTNERS, LLC,
a Colorado limited liability company

By: _____
Manager

Date: _____
E-mail: dsailler@mrecapital.com
jmooney@mrecapital.com
gbirt@cdpkc.us
jpotter@cdpkc.us

EXHIBIT A
Legal Description

PARCEL A: THAT PORTION OF THE SOUTH ONE HALF OF THE NORTHWEST ONE QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO; and

PARCEL B: LOT 3, SILVERADO CONDOMINIUMS II, ACCORDING TO THE MAP THEREOF FILED MARCH 2, 1981 AT RECEPTION NO. 191577, AS AMENDED BY RESOLUTION RECORDED OCTOBER 30, 1995 AT RECEPTION NO. 95009470.

MEMO

TO	Mayor and City Council
FROM	Alisha Janes, Assistant Town Manager
CC	Keith Riesberg
DATE	July 16, 2021
RE	First Amendment to Fireside Creek Apartments Development Agreement

Background:

The initial development agreement for the Fireside Creek Apartments with Winter Park Partners was approved on November 5th, 2020. Over the course of the land use planning process for Fireside Creek Apartments there have been several changes to the project that require an amendment to the development agreement. Staff has worked with Winter Park Partners and legal counsel to update the development agreement to reflect the needed changes and keep the project moving forward. Approving the amendment will allow the Fireside Creek Project to advance a groundbreaking and construction of infrastructure and foundations this construction season.

Analysis:

The reduction in the planned number of apartments, 70 in the first development agreement to 50 apartments reflected in the updated amendment, requires an additional financial contribution from the Town to make the project financially feasible. Additionally, the Town desires to reduce the maximum rent and qualifying annual incomes on approximately half of the 1-bedroom apartments to 80% and 100% AMI, down from the 120% AMI documented in the initial development agreement. The standard deed restriction has also been updated to reflect the requirement of 1-year minimum leases for the apartments. Lastly, the amendment also reflects an updated commitment to the start of construction that is tied to closing of the land transfer as well as fractional ownership on the project with the Winter Park Housing Authority, which allows for the abatement of sales and property taxes.

Financial Impact

The financial contribution from the Town required to close the financial gap created by the loss of apartment units, from 70 to 50, is $65,000 annually. Spreading out the contribution annually over the course of the first 10 years of apartment operations, allows the Town pay for the project as revenues are realized into the affordable housing fund from real-estate transfer assessments and affordable housing fees.

Additionally, for the first five years of apartment occupancy, the Town's contribution will be increased by $124,000 in order to buy-down rents on 24 of the 40 1-bedroom units. 12 of the 1-bedroom units will be reduced from 120% of Area Median Income (AMI) to 80%, and another 12 will be reduced to 100% AMI. This would bring the Town's contribution for the first 5 years to $189,000. After the first 5 years of occupancy, the maximum rents would go up to 120% AMI in all of the units and the Town's contribution would be reduced to $65,000 annually.

The Town's total proposed contribution over the course of the first 10 years would be $1,270,000. Staff is comfortable that this level of contribution can be sustained from the anticipated revenues into the Affordable housing fund. The contribution will be paid out at the end of each year of occupancy, following Winter Park Partners submission of documentation to verify compliance with the deed restriction and income restrictions.

Elapsed Years of Occupancy	Town's Annual Contribution
1-5	$189,000
6-10	$65,000
Total:	$1,270,000

Recommendation:

Staff recommends approval of Ordinance 562, Authorizing the First Amendment to the Disposition and Development Agreement with Winter Park Partners, LLC, for the Development of Workforce Housing

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

I move to approve Ordinance 562, Authorizing the First Amendment to the Disposition and Development Agreement with Winter Park Partners, LLC, for the Development of Workforce Housing

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

I move to deny Ordinance 562, Authorizing the First Amendment to the Disposition and Development Agreement with Winter Park Partners, LLC, for the Development of Workforce Housing

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

TOWN OF WINTER PARK

ORDINANCE NO. 562
SERIES OF 2021

AN ORDINANCE AUTHORIZING THE FIRST AMENDMENT TO THE DISPOSITION AND DEVELOPMENT AGREEMENT WITH WINTER PARK PARTNERS, LLC FOR THE DEVELOPMENT OF WORKFORCE HOUSING

WHEREAS, the Town Council by Ordinance 544, Series of 2020, approved a disposition and development agreement with Winter Park Partners, LLC for the development of the Fireside Creek Apartments (the "Agreement");

WHEREAS, an amendment to the Agreement is necessary to reflect changes to the planned development that have occurred throughout the land use planning and design of the project;

WHEREAS, the changes include, without limitation, the addition of the Winter Park Housing Authority as a part owner in Winter Park Partners, LLC, as evidenced by Resolution 9, Series of 2021, of the Winter Park Housing Authority;

WHEREAS, the Town is willing to increase its contribution to the project as set forth in the amendment to the Agreement to reflect additional costs associated with the reduction in the total number of deed-restricted apartment units to 50;

WHEREAS, the Town is also willing to increase its contribution to the project as set forth in the amendment to the Agreement in order to facilitate additional reduction in the maximum rents allowed to be charged for nearly half of the 50 units.

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

1. The First Amendment to the Disposition and Development Agreement is approved in substantially the form attached hereto, subject to final approval by the Town Attorney.

2. Upon approval of the Town Attorney, the the Mayor is authorized to execute the agreement and all related documents necessary.

INTRODUCED, APPROVED ON FIRST READING, AND ORDERED PUBLISHED IN SUMMARY this 20th day of July, 2021. A public hearing shall be held at the regular meeting of the Winter Park Council on the 3rd day of August , 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

FIRST AMENDMENT TO THE
DISPOSITION AND DEVELOPMENT AGREEMENT
(Fireside Creek)

THIS AMENDMENT to the DISPOSITION AND DEVELOPMENT AGREEMENT (the "First Amendment") is made this _____day of_____, 2021 (the "**Effective Date**"), by and between the Town of Winter Park, Colorado (the "**Town**") and Winter Park Partners, LLC ("**Developer**") (each a "**Party**" and collectively the "**Parties**").

WHEREAS, the Parties entered into the Disposition and Development Agreement for Fireside Creek dated November 5, 2020, approved by Ordinance No. 544, Series of 2020 (the "**Agreement**");

WHEREAS, the Parties wish to amend the Agreement to reflect certain changes to the Development's final land use approvals, which will allow Developer to construct only 50 apartment units (down from 66) and will require greater participation by Town to keep the Development feasible, including use of and reliance on an ownership interest in Developer by the Winter Park Housing Authority (the "**WPHA**");

WHEREAS, the Parties also wish to amend the Agreement to restrict use of the Development as workforce housing whose incomes range from 80% to 120% of the Average Median Income ("**AMI**") with corresponding subsidy payments by the Town; and

WHEREAS, in addition, the Parties wish to require residents in the Development to be subject to a minimum 12-month lease as part of the Deed Restriction.

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

1. The form of Deed Restriction, adopted as Exhibit C to the Agreement, is replaced with a new form of Deed Restriction Agreement, attached hereto and incorporated herein as **Exhibit C-1** (the "**Deed Restriction**"). The Deed Restriction requires a minimum 12-month lease for residents; is revised to reflect Developer's expanded obligation to serve only residents whose maximum incomes range from 80% to 120% of the AMI; and includes rental restrictions required to ensure rental only to low income individuals as required by the WPHA for compliance with C.R.S. § 29-4-210, as amended.

2. Section 1 of the Agreement, "Conveyance," is replaced to read as follows:

1. Conveyance. The Town agrees to convey, sell, transfer and assign to the Developer, and Developer agrees to purchase from the Town, on the terms and

conditions of this Agreement, the Property and all appurtenant rights now owned by the Town (including without limitation easements, rights-of-way, licenses, permits, consents, mineral and development rights, as applicable). Because Developer is an entity in which the Winter Park Housing Authority has an ownership interest, pursuant to C.R.S. § 29-4-227(1)(b), as amended, and Resolution No. 9 of the Winter Park Housing Authority, the Development as a whole is exempt from both property tax and, during construction, from the payment of sales tax and use tax to the state or any county, city and county, municipality, or other political subdivision of the state.

3. In Section 4 of the Agreement, "Obligations of the Town," new subsections (d) and (e) are added and read as follows:

4. Obligations of the Town. The Town covenants and agrees as follows:

…

d. In exchange for Developer's obligation as set forth in Section 5(i), the Town shall pay $189,000 annually on January 1 to Developer from the Town's Affordable Housing Fund annually for the first five years of occupancy of the Development, upon the Town's annual verification that Developer is renting the Development in accordance with this Agreement, as amended, and is operating the Development as required by the Deed Restriction. In years six through ten of the Development's occupancy, the Town shall contribute to Developer $65,000 annually from the Town's Affordable Housing Fund upon the Town's annual verification that Developer is renting the Development in accordance with this Agreement, as amended, and is operating the Development as required by the Deed Restriction (the "**Town's Contribution**"). For purposes of this Agreement, "years of occupancy" shall be calculated from the date of issuance of a certificate of occupancy for the Development.

e. The Town's Contribution may be reduced annually as follows, based on vacancy rate for the Development or based on Developer's failure to rent the Development, or any portion thereof, in compliance with this Agreement and the Deed Restriction.

i. The Town's Contribution is based on a presumed unit vacancy rate of 5% annually. In any year in which the vacancy rate is below 5%, the Town's Contribution shall be reduced proportionately.

ii. The Town's Contribution is conditioned upon Developer's compliance with this Agreement and the Deed Restriction. In any year in which Developer fails to demonstrate compliance with this Agreement and the Deed Restriction to the Town's reasonable satisfaction, the Town's

Contribution shall be reduced proportionately.

4. In Section 5 of the Agreement, "Obligations of Developer," subsections (f), (g) and (i) are replaced and a new subsections (j) and (k) are added and read as as follows:

5. Obligations of Developer. Developer covenants and agrees as follows:

…

f. Developer shall, at its sole cost, construct improvements on the Property comprised of at least 50 rental units and the Public Improvements, defined and described below, in accordance with the construction standards set forth herein, the Code, and other applicable law.

g. Developer shall commence construction of the Improvements, as defined below, within 60 days after the Closing, or by such later date as may be mutually agreed upon by the Parties ("**Construction Commencement Date**"), with an anticipated substantial completion of the Improvements, including the Town's acceptance of Public Improvements, on or before the date that is 15 months after the Construction Commencement Date (the "**Construction Completion Date**"), unless a later date is mutually agreed to by both Parties. "**Improvements**" means all buildings, structures, signage, streets, sidewalks, utilities (including Public Improvements, as defined below) and other improvements necessary for the Development and constructed or installed by or for Developer on the Property.

…

i. To make workforce housing options available to a larger portion of the County's resident workforce and in exchange for Town's obligation as set forth in Section 4(d) above, for the first five years of occupancy of the Development, Developer shall operate and administer the Development as work force housing serving only residents with an annual incomes ranging from 80% of the AMI to 120% of AMI, as published annually by the U.S. Department of Housing and Urban Development for Grand County, Colorado, as set forth below:

UNIT TYPE	# OF UNITS
ONE BEDROOM RESIDENTS QUALIFY AS EARNING A MAXIMUM OF 120% OF AMI	16
ONE BEDROOM RESIDENTS QUALIFY AS EARNING A MAXIMUM OF 100% OF AMI	12
ONE BEDROOM	12

RESIDENTS QUALIFY AS EARNING A MAXIMUM OF 80% OF AMI	
TWO BEDROOM RESIDENTS QUALIFY AS EARNING A MAXIMUM OF 120% OF AMI	10

j. In year six of occupancy of the Development and thereafter, Developer shall operate and administer all 50 units of the Development as work force housing serving only residents with annual incomes up 120% of AMI, as published annually by the U.S. Department of Housing and Urban Development for Grand County, Colorado.

k. Developer shall ensure the Development's ongoing compliance with the Deed Restriction, and Developer shall obtain and maintain in good standing a Town business license.

5. In Section 13 of the Agreement, "Developer Default and Remedies," subsection (b) is amended by the addition of a new (v) to read as follows:

13. Developer Default and Remedies.

…

b. *Remedies.* If a Developer uncured default occurs, the Town may, in its sole, reasonable discretion and without waiving any other rights under this Agreement or available to the Town:

…

v. Withhold all or part of the Town's Contribution as set forth in Section 4(d) herein.

6. The Agreement is ratified and affirmed except as necessary to conform the terms and conditions of the Agreement with this First Amendment. All terms, conditions, and definitions of the Agreement apply to this First Amendment unless expressly amended herein.

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

TOWN OF WINTER PARK

_____
Nick Kutrumbos, Mayor

ATTEST:

_____
Danielle Jardee, Town Clerk

DEVELOPER

_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this _____ day of _____, 2021, by _____ as _____ of Winter Park Partners, LLC.

My commission expires:

(S E A L)

_____
Notary Public

Exhibit C-1

DEED RESTRICTION AGREEMENT
Work Force Housing

THIS DEED RESTRICTION AGREEMENT (the "Agreement") is entered into this _____day of_____, 2021 (the "Effective Date") by and between the TOWN OF WINTER PARK, a Colorado home rule municipal corporation with an address of 50 Vasquez Road, P.O. Box 3327, Winter Park, CO 80482 (the "Town"), and Winter Park Partners, LLC, a Colorado limited liability company with an address of_____, ("Owner") (each a "Party" and collectively the "Parties").

WHEREAS, Owner owns certain real property within the Town, more particularly described in **Attachment 1**, attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, Owner will develop the Property into work force housing units that it will own and lease to qualified residents working within Grand County, Colorado;

WHEREAS, in exchange for the Town's no-cost transfer of the Property to Owner, Owner has agreed to place certain restrictions on its use and occupancy of the Development as defined below.

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

1. Property. The Property is hereby burdened with the covenants and restrictions specified in this Agreement.

2. Definitions. For purposes of this Agreement, terms shall have their defined meaning according to of the Winter Park Town Code, Section 7-2-3, and the following terms shall have the following meanings:

a. *Development* means all residential dwellings on the Property.

b. *Principal place of residence* means the home or place in which one's habitation is fixed and to which one has a present intention of returning after a departure or absence therefrom. To determine a person's principal place of residence, the criteria set forth in C.R.S. § 31-10-201(3), as amended, shall apply.

c. *Qualified Household* means one Qualified Resident or a group of persons that contains at least one Qualified Resident. A Qualified Household may have occupants that are not Qualified Residents as long as the Qualified Resident is named on the lease.

d. *Qualified Resident* means a person who works a minimum of 32 hours per week or

1,000 hours per year or more at a business in Grand County, Colorado at the time the initial tenant lease is entered into, that holds a valid and current business license, or pays sales taxes, or is otherwise generally recognized as a legitimate business, and whose annual income is shown to be less than or equal to 120% of the percentage of Average Median Income ("AMI") as published annually by the U.S. Department of Housing and Urban Development for Grand County, Colorado, as required to comply with the First Amendment to the Disposition and Development Agreement, dated _____, 2021, and recorded at Reception No. _____. To determine that a person is a Qualified Resident, Owner shall apply the guidelines set forth in **Attachment 2**, attached hereto and incorporated herein (the "Guidelines").

3. Occupancy Restrictions.

a. Owner shall allow occupancy of a Dwelling Unit only by written lease binding a Qualified Resident to occupancy for a duration of at least 12 months.

b. Owner shall require one Qualified Resident per Dwelling Unit. Owner may waive the requirement for two Qualified Residents for good cause on a case-by-case basis according to a Town-approved waiver process.

c. All leases shall prohibit subleasing.

d. Owner shall only lease a Dwelling Unit to a Qualified Resident.

e. Except when two Qualified Residents are required, as set forth in (b) above, every occupied Dwelling Unit shall at all times be occupied by at least one Qualified Resident for whom the Dwelling Unit is his or her principal place of residence.

f. No business activity shall occur on or in the Property or within the Development other than as permitted within the zone district applicable to the Property.

4. Annual Verification. No later than June 1st of each year, beginning in the year following the first occupancy of the Development, Owner shall submit to the Town for each occupied Dwelling Unit, as well as for the Development generally, the following information attested to by Owner affirming that the information provided is true and correct to the best of Owner's knowledge and belief:

a. Evidence to establish to the Town's reasonable satisfaction that all occupied Dwelling Units are leased to and occupied by a Qualified Household, including documentation showing how the Owner applied the Guidelines to qualify at least one tenant named on each Dwelling Unit's lease as a Qualified Resident for new leases and any renewing leases.

b. A copy of the lease form currently used to lease Dwelling Units, the Development's vacancy rate, and information about how vacancies are advertised and filled.

c. Proof of Owner's annual calculation of the applicable annual income restriction as

a percentage of the AMI as published annually by the U.S. Department of Housing and Urban Development for Grand County, Colorado.

d. Proof of insurance for the Development for coverages and in amounts acceptable to the Town.

e. Proof of Owner's valid Town business license for operation of the Development.

5. Housing Authorities Law Compliance. In the operation and management of the Property, Owner shall at all times comply with the Housing Authorities Law, C.R.S. § 29-4-201, *et seq*., as amended, including, without limitation, observing the duties imposed on Owner by C.R.S. § 29-4-210, as amended.

6. Audit Rights. If at any time the Town has reasonable cause to believe Owner is violating this Agreement, the Town may audit Owner's books and records related to the lease and occupancy of the Dwelling Units between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, after providing Owner with 24 hours written notice. Owner shall cooperate with and facilitate any such audit.

7. Consensual Lien; Right to Redeem. For the purpose of securing Owner's performance under this Agreement and creating in favor of the Town a right to redeem in accordance with Part 3 of Article 38 of Title 38, C.R.S., as amended, Owner hereby grants to Town a consensual lien on the Property. Such lien shall not have a lien amount.

8. Town's Option. Owner shall first notify the Town if Owner wishes to sell the Property, and the Town shall have the first option to purchase the Property. In the event Owner obtains and desires to accept a bona fide, signed written purchase contract to purchase the Property by a third-party purchaser ("Third-Party Offer"), Owner shall deliver written notice of the Third-Party Offer to the Town. The Town shall have thirty (30) calendar days (the "Town's Review Period") after receipt of the Third-Party Offer to notify Owner (the "Town's Notification") whether or not it will purchase the Property on the same terms and conditions as the Third-Party Offer. If Town fails to provide Town's Notification within the Town's Review Period, or if the Town does not agree to purchase the Property on the same terms and conditions as the Third-Party Offer, then in either such case Owner may sell the Property to the third-party purchaser. If the Town's Notification agrees to accept purchase of the Property on the same terms and conditions as the Third Party Offer, Town shall execute a purchase contract for purchase of the Property within fifteen (15) days after the date of Town's Notification containing such terms and conditions.

9. Breach. It is a breach of this Agreement for Owner to violate any provision of this Agreement, or to default in payment or other obligations due to be performed under a promissory note secured by a first deed of trust encumbering the Property. Owner shall notify the Town, in writing, of any notification received from any lender of past due payments or defaults in payments or other obligations within 5 days of receipt. Notwithstanding the foregoing, provided Owner has in good faith requested and reviewed the information and documentation specified in the Guidelines, it shall not be a default by Owner if it is later determined that the representations and

certifications required by the Guidelines contain false or fraudulent information.

10. Remedies.

a. The Town shall have any and all remedies provided by law and in equity for a violation of this Agreement, including without limitation: (i) damages; (ii) specific performance; and (iii) injunctions, including without limitation an injunction requiring eviction of the occupant(s) and an injunction to prohibit the occupancy of the Property in violation of this Agreement. All remedies shall be cumulative.

b. The cost to the Town of any activity taken in response to any violation of this Agreement, including reasonable attorney fees, shall be paid promptly by Owner.

11. Foreclosure.

c. For purposes of foreclosure, this Agreement and the foregoing covenants and restrictions shall constitute a non-monetary lien on the Property.

d. In the event of a foreclosure, acceptance of a deed-in-lieu of foreclosure, or assignment, this Agreement shall remain in full force and effect.

e. Owner shall give immediate notice to the Town: of any notice of foreclosure under the first deed of trust or any other subordinate security interest in the Property; or when any payment on any indebtedness encumbering the Property is required to avoid foreclosure of the first deed of trust or other subordinate security interest in the Property.

f. Within 60 days after receipt of any notice described herein, the Town may (but shall not be obligated to) proceed to make any payment required to avoid foreclosure. Upon making any such payment, the Town may place a lien on the Property in the amount paid to cure the default and avoid foreclosure, including all fees and costs resulting from such foreclosure.

g. The Town shall have 30 days after issuance of the public trustee's deed or the acceptance of a deed in lieu of foreclosure by the holder in which to purchase by tendering to the holder, in cash or certified funds, an amount equal to the redemption price which would have been required of the borrower or any person who might be liable upon a deficiency on the last day of the statutory redemption period(s) and any additional reasonable costs incurred by the holder related to the foreclosure.

12. Miscellaneous.

h. Modification. This Agreement may only be modified by subsequent written agreement of the Parties.

i. Integration. This Agreement and any attached exhibits constitute the entire agreement between Owner and the Town, superseding all prior oral or written communications.

j. Runs with the Land. The benefits and obligations of the Parties under this Agreement shall run with the land, and Owner's obligations hereunder shall be binding on Owner's successors and assigns, consistent with subsection (f), below, and any subsequent holder of an ownership interest in the Property.

k. Severability. If any provision of this Agreement is determined to be void by a court of competent jurisdiction, such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect.

l. 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.

m. Assignment. There shall be no transfer or assignment of any of the rights or obligations of Owner under this Agreement without the prior written approval of the Town.

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

o. No Joint Venture. Notwithstanding any provision hereof, the Town shall never be a joint venture in any private entity or activity which participates in this Agreement, and the Town shall never be liable or responsible for any debt or obligation of any participant in this Agreement.

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

q. Recording. This Agreement shall be recorded with the Grand County Clerk and Recorder.

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

TOWN OF WINTER PARK

T

_____

Nick Kutrumbos, Mayor

ATTEST:

_____

Danielle Jardee, Town Clerk

OWNER

_____

STATE OF COLORADO)
) ss.
COUNTY OF GRAND)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of_____, 2021, by_____.

Witness my hand and official seal.

_____
Notary Public

(S E A L)

My commission expires:

Attachment 1
LEGAL DESCRIPTION OF THE PROPERTY

PARCEL A: THAT PORTION OF THE SOUTH ONE HALF OF THE NORTHWEST ONE QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO; and

PARCEL B: LOT 3, SILVERADO CONDOMINIUMS II, ACCORDING TO THE MAP THEREOF FILED MARCH 2, 1981 AT RECEPTION NO. 191577, AS AMENDED BY RESOLUTION RECORDED OCTOBER 30, 1995 AT RECEPTION NO. 95009470.

Attachment 2

GUIDELINES

1. Purpose. The purpose of these Guidelines is to set forth the criteria for establishing a Qualified Resident for a Dwelling Unit of the Development pursuant to the Deed Restriction Agreement.

2. Definitions. All capitalized terms herein shall have the meanings set forth in the Deed Restriction Agreement.

3. Application. Owner must establish a person is a Qualified Resident by requesting and reviewing the following information:

a. Verification (*e.g.*, wage stubs, employer name, address, telephone number and other appropriate documentation) of the person's current employment with a business in Grand County that holds a valid and current business license, or pays sales taxes, or is otherwise generally recognized as a legitimate business;

b. Evidence that the applicant has worked, or will work, an average of 32 hours per week or 1,000 hours or more per year for one or more of such businesses;

c. Income verification documents as needed to show income at less than or equal to the required percentage of AMI, including without limitation federal and state income tax returns, W2s, 1099s, bank and credit card statements, release forms for employment and tax information;

d. A valid form of identification, such as a driver's license, state-issued identification, passport or military identification; and

e. A signed statement certifying and acknowledging that all information submitted in such application is true to applicant's best knowledge and authorizing verification of all information submitted.

TOWN OF WINTER PARK

TOWN OF WINTER PARK
QUARTERLY REPORT
Q2 2021

July 15, 2021

TOWN OF WINTER PARK
QUARTERLY REPORT **Q2 2021**

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TOWN MANAGER

- The Xcel Energy gas supply issue was dramatically elevated when Xcel began a "moratorium" on providing service to new development. The Town has been actively working with Xcel and other key partners to develop a temporary and permanent solution to this issue. We hosted an open house for Xcel to speak directly with the development community and continue to have Xcel staff attend Town Council workshops for community updates.

- Prepared and facilitated the annual Town Council retreat which was held in Steamboat Springs. This allowed the Council to learn and discuss different approaches to community issues such as workforce housing and funding of community projects. As part of this retreat, the Council discussed and reaffirmed the Town's priorities and objectives for the coming years.

- Served as the Grand County representative for coordination in the Mountain Migration report commissioned by CAST & NWCCOG. This involved proactive community outreach which resulted in Grand County having a large number of survey respondents. The final draft of the report can be found on the Town's website.

ASSISTANT TOWN MANAGER / HOUSING

Fireside Creek Apartments: Land use planning is complete for the project including design review and construction documents are being finalized to enable a groundbreaking this construction season. Staff has prepared a needed amendment to the development agreement and partnership with the Winter Park Housing Authority. Winter Park Partners plans starting construction in August or early September.

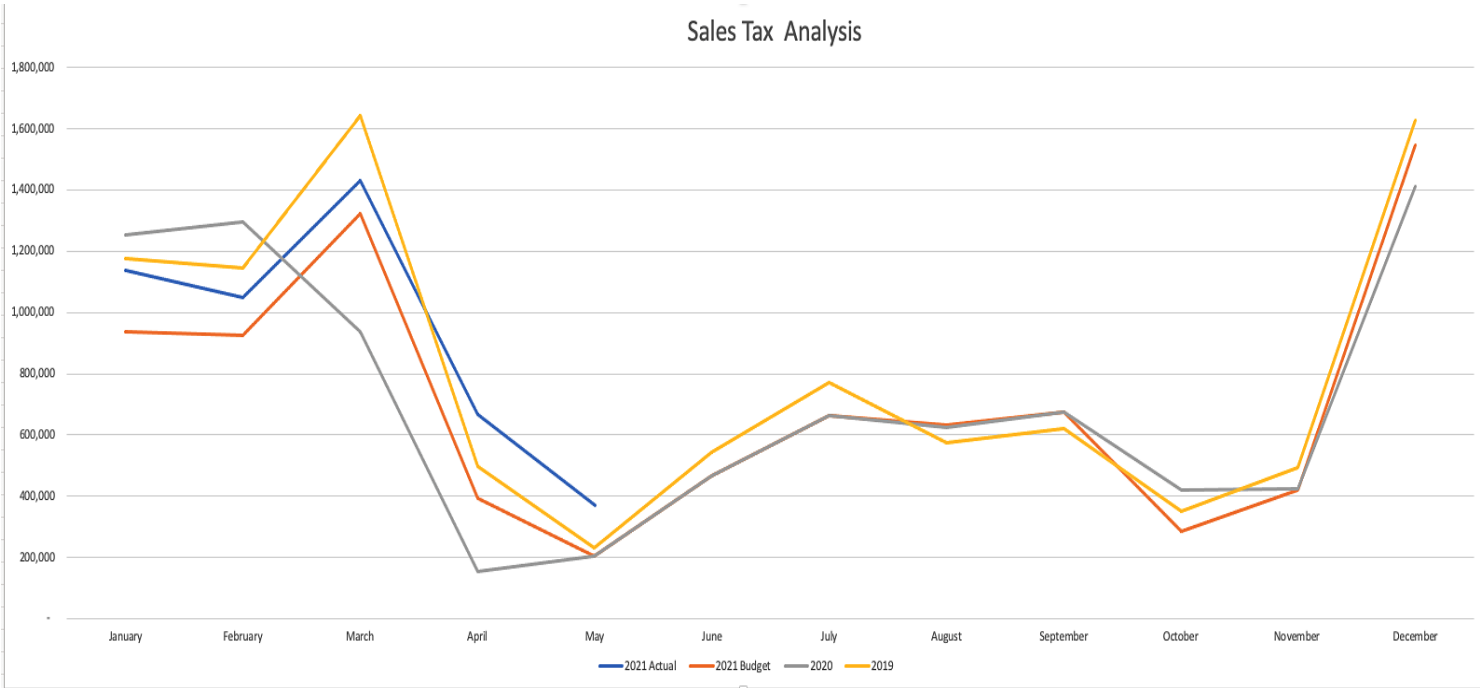
Hideaway Junction Phase II: The contract for constructing the subdivision infrastructure was awarded to Big Valley Construction. Work has commenced and is progressing rapidly. A groundbreaking ceremony was held on June 29 to acknowledge the Town's $1.2M investment in this project. Next steps include moving forward with design and plans for vertical construction next season.

Housing Lottery: Conducted an annual housing lottery for Hideaway Place apartments with 58 total applications. Any available apartments at Hideaway Place will be filled from the priority list generated during the lottery until the next annual lottery in June 2022. Updated the website to help facilitate easy application including a video with frequently asked questions and an online application, which reduced the number of inquiries related to the application and lottery process.

Sustainability: With the reinstatement of the disposable bag fee, Town staff delivered posters and reusable bags to local retailers. The Town is participating in Mountain Towns 2030 and exploring sustainability projects through collaboration with strategic partners.

FINANCE DEPARTMENT UPDATE

- The Town received the first of two payments under American Rescue Plan Act totaling $136,985.62. The remaining payment of $136,985.62 will be received in 2022.
- The Finance team has worked with MUNIRevs, our sales tax and business license system, to customize our offerings to include short term rental registrations and marijuana sales tax forms. Both are projected to be activated and available for use by the end of August.
- The Finance team completed the 2020 annual audit with successful results.
- Sales tax remittance year to date through May has exceeded budget. April and May collections were the highest for those months on record. The Town is currently 1% behind 2019 which was our highest grossing sales tax year. June sales tax numbers will be reported in August, and we expect to see the positive trend continue.



PLANNING DIVISION

UNIFIED DEVELOPMENT CODE

The Town Council and Planning Commission held their first joint workshop on the draft Unified Development Code on July 6th. Staff has continued to revise the draft based on feedback from the Planning Commission and Town Council.

DEVELOPMENT PROJECTS – SUBDIVISION/SITE PLAN REVIEWS

- Lakota Pointe Preliminary Plat
- Timber Fox Condominiums Final Plat
- Retreat at Atlas (formerly Snow Creek Townhomes) Final Plat
- Lot 1B at Jane Creek Subdivision Preliminary Plat
- Wander Townhomes Preliminary Plat
- Reunion Station Design Review and Final Plat
- Hideaway Junction Final Development Plan Amendment
- Winter Park Preserve Final Development Plan Amendment
- Idlewild Village Sketch Plan
- Kings Crossing Center Rezoning
- Arrow at Winter Park Subdivision Exemption
- Roam Filing 2 Minor Subdivision
- Winter Park Enterprises, LLC Annexation Petition
- Northwoods at Lakota Park Minor Subdivision
- Reserve at Lakota Park Minor Subdivision

PLANNING ACTIVITY THROUGH JUNE 2021 (through PLN21-088)

	Applications (Q1)	Applications (Q2)
BOA Variances	2	2
Code Text Amendments	3	2
Commercial Design Reviews	3	1
DIAs	2	2
Final Plants (including Minor)	0	7
Preliminary Plats	3	1
Residential Design Reviews (Single- and Multi-Family)	6 (115 units)	35 (102 units)
Rezoning Permits	3	1
Sign Permits	1	5
Sketch Plans	1	1
Subdivision Exemptions	1	2
Final Development Plan (including Amendments)	0	2
Annexation		1
Special Use Permit		1

BUILDING DIVISION

2021 International Building Code (IBC) Adoption
Amendments for the proposed 2021 IBC adoption have been prepared by staff. The Division will begin to review IBC and amendments with local subcommittees consisting of builders, architects, and designers. Adoption of the IBC is expected in December 2021.

Accela
Working to create an online portal for contractors, homeowners, and others to submit building permits online.

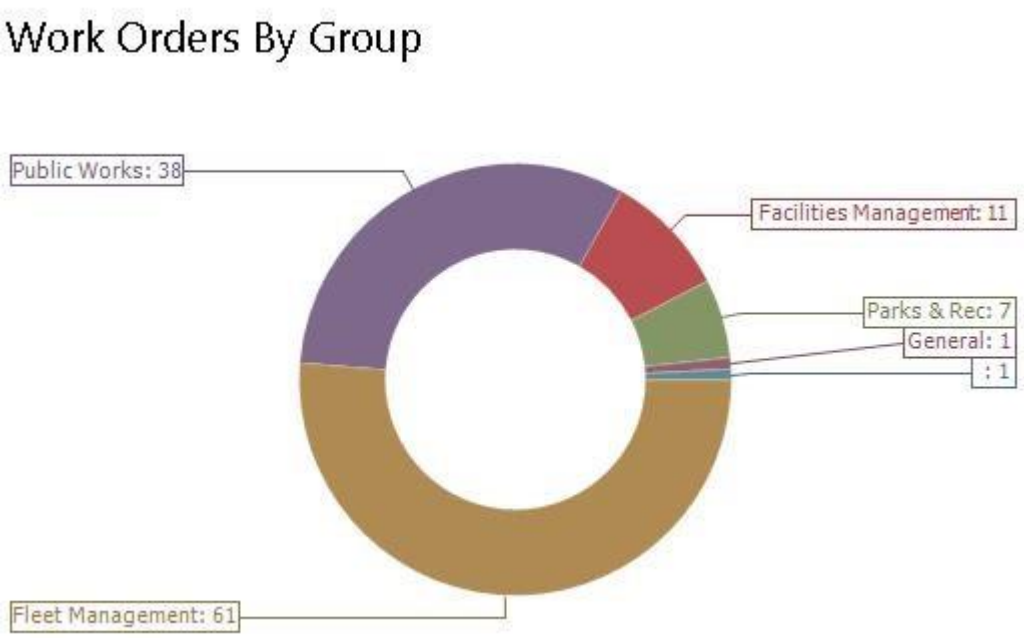
BUILDING ACTIVITY THROUGH JUNE 2021

	Winter Park Applications (Q1)	Fraser Applications (Q1)	Granby Applications (Q1)
Permits	9	20	24
Valuation	$1,924,952.00	$3,886,814.00	$4,053,566.00
Fees Collected	$18,091.60	$44,444.76	$32,936.89
Inspections	80	81	112

	Winter Park Applications (Q2)	Fraser Applications (Q2)	Granby Applications (Q2)
Permits	83	45	9
Valuation	$24,679,694.00	$6,936,810.00	$1,542,240.00
Fees Collected	$222,322.00	$82,840.00	$17,472.00
Inspections	142	69	69

SPRING OPERATIONS – 2nd Quarter

The focus of our Spring operations centers on removing sand and debris from streets, filling potholes, preparing/de-winterizing parks for summer, cleaning storm inlets, and starting summer projects.



PW, Parks, Trails Special Projects

- Continue to install equipment in new facility. Still working on punch list to finalize.
- Gardens – planting completed moving to maintenance phase.
- Crosswalks – RRFB's installed Hwy 40 and Millers, Rosie's, and High-Country Dr with expected completion 7/30.
- Parking spaces re-striped on Hwy 40 and downtown side streets.
- Kings Crossing Configuration – ready and waiting for Fraser acceptance.
- Hideaway and Wolf Park activated and ready for Event Season.
- Trail re-routes established and working with HTA on Ambassador Program.

QUARTERLY REPORT
TOWN CLERK

1. **COMMUNICATIONS**
   Daily communications are ongoing with our team at Slate Communications. Town Staff keep me updated with content that then gets relayed to the public in daily social media posts, monthly newsletter, press releases, e-blasts, and the website.

2. **LIQUOR LICENSES**
   The State has issued some extensions on rules and regulations that were developed during the COVID-19 pandemic. Take-Out and Delivery of alcohol will be allowed until July 1, 2025, as well as communal dining options. The temporary expansion of patios will continue as well till October 31, 2021. The Town has issued one liquor license transfer, and one new liquor license since end of last quarter.

3. **SHORT TERM RENTAL / GOOD NEIGHBOR CAMPAIGN**
   Town Staff are currently working with Slate Communications on the Good Neighbor Campaign, which will coincide with the launch of short-term rental registration process in the next couple months. The Good Neighbor Campaign will have a landing page on our website, which will link users to the short-term rental registration information as well as provide helpful information to guests and residents. This campaign will help people to understand rules and regulations the Town has about noise, trash, parking, fire restrictions, etc., along with useful information on transit and local businesses so people can get out, play, explore, and enjoy the Town all while being respectful to others.

STAFF ENGAGEMENTS

The Town started having monthly staff appreciation cook outs in Wolf Park, our next one will be at the end of July.

MARIJUANA REGULATIONS

Ordinance 559 introducing Marijuana business regulations has had its first reading in front of Town Council, and has been tabled until July 20, 2021, Regular Town Council Meeting. If approved by Town Council, the Council will then adopt the Marijuana Fee structure Resolution 1868, this resolution has also been tabled until July 20, 2021. If adopted the phase one application process would begin within a 30-day timeframe of the ordinance passing.

SPECIAL EVENT PERMITS

As we all know COVID 19 impacted our 2020 event season drastically, thankfully the Town and the Chamber of Commerce have events back on track for this summer season. I have received 20 plus special event permit application packets that will activate the Town for this summer. A couple events have already taken place in the end of June and early July, with the remainder of events ramping up for July and August. Current weekly events are Fitness in the Park, High-Note Thursdays, and live music in Cooper Creek Square.

CALLS, REPORT & CITATIONS

During the second quarter of 2021, the Police Department responded to a total of 1,301 calls for service. Of these, 709 were in Winter Park, and 558 were in Fraser. The remainder were agency assists outside of Town. This number is significantly higher than the 891 calls we handled in 2020, or the 1,166 we went to in 2019.

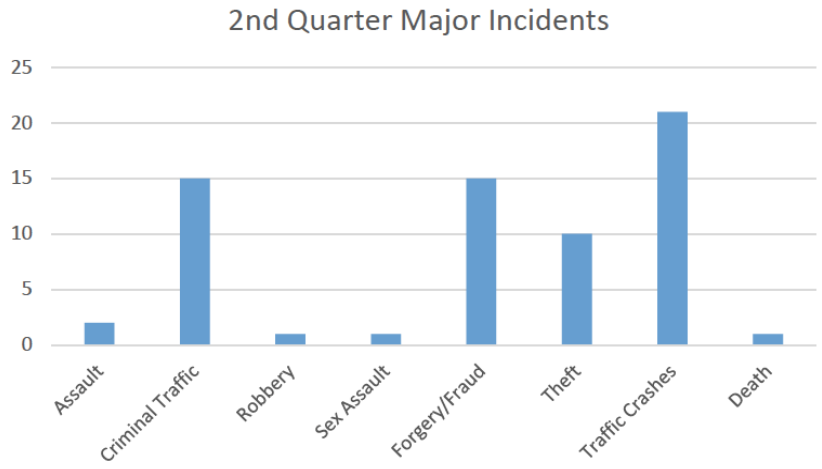
Of these calls, we generated a total of 194 incident reports with the following incidents as being the most common or significant. Once again, this is an approximately 20% increase from 2020 when COVID shut down most tourism.

Catalytic Converter/Auto Theft Incidents – Our department has been collaborating with numerous other agencies in Grand, Clear Creek, Summit and Eagle Counties regarding similar incidents in their jurisdictions. The F150 pickup truck that was stolen in Fraser in January was recovered in Summit County in April after a lengthy pursuit on I-70. Two suspects have been identified; our case remains active at this time.

Bank Robbery Investigation – On June 2, the United Business Bank in Fraser was robbed. Video evidence showed that the same suspect robbed the bank on January 6 and a credit union in Frisco on January 13. Unlike the previous robbery, law enforcement was able to obtain photos of the suspect as well as a suspect vehicle almost immediately. A sharp-eyed GCSO Deputy spotted the suspect vehicle on Berthoud Pass and the vehicle was stopped. The driver, James W. Smith, was arrested and remains in custody. Evidence from all three robberies was found in Smith's vehicle and his residence. We continue to work with Frisco PD and the FBI to ensure that justice is served.

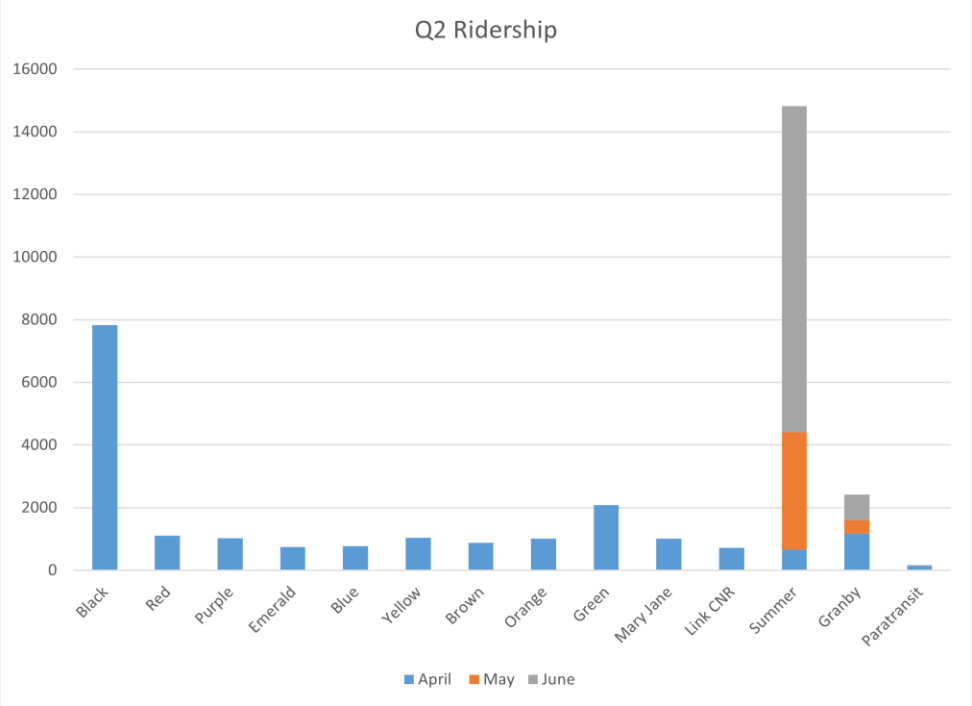
OTHER NOTABLE EVENTS

Officer Kandace Padilla completed the Highlands Ranch "mini academy" in May and successfully passed all of her POST examinations. She is now a fully certified Peace Officer in Colorado. Officer Padilla also recently graduated from our Field Training Program and is working on her own! Congratulations Kandace!



In mid-June, our department was notified of over $47,000 in grant funding awarded from the Colorado Division of Criminal Justice. This will allow us to purchase and install laptop computers in all patrol vehicles in January 2022.

QUARTERLY REPORT
TRANSIT



RIDERSHIP:

2021 Q2 Ridership: 35,616
2020 Q2 Ridership: 9,931
2019 Q2 Ridership: 43,309

2021 RIDERSHIP TO DATE:

206,346

GRANT APPLICATIONS:

Staff is applying for 5311 operating funds, 2 buses, and Transportation Development and Zero-Emission Vehicle Plans.

CONTRACTED PUBLIC TRANSPORTATION SERVICES RFP:

Staff will be releasing a Request for Proposals August 1 for Contracted Public Transportation Services. Proposals are due September 20, with vendor interviews October 10. The new contract for Public Transportation Services will begin June 30, 2022.

FACILITY:

The Winter Park Transit Facility construction has been slipped to April 2022. Staff is applying for additional funding through the Federal Transit Administration's 5339 Buses and Bus Facilities program which the Town has previously received $12 million in funding from.

Q2 2021 WINTER PARK COMMUNICATIONS REPORT

slate COMMUNICATIONS

COMPLETED

- 89 Facebook posts sent
- 14 e-blasts sent
- Quarterly report development
- Good neighbor campaign development
- Workforce housing communications
- Groundbreaking promotion & photography
- Community clean-up day
- Housing image

Q2 2021 FOCUSES

- Workforce housing outreach and comprehension
- Continue development of Good Neighbor campaign
- Crisis communications plan
- Sustainability outreach

GRAPHICS & DESIGN

STATISTICS

1,231
E-News Subscribers

49.7%
Average Email Open Rate

1,236
Followers;
15% increase

MOST ENGAGING POST