



**Board of Trustees
Regular Meeting Agenda
Fraser Town Hall, 153 Fraser Avenue and Virtually
Wednesday January 20, 2021
6:00 PM- 9:00 PM**

**Members of the Board may have dinner together @ 5:30 p.m.
NOTE: Times are approximate and agenda subject to change**

Due to COVID-19 social distancing requirements the Fraser Board Room will only allow for participation of 5 people (not including Board and Staff). People with items scheduled on the agenda will be admitted before any public, not on the agenda, until capacity is reached. All others will have the opportunity to digitally attend the meeting with the information provided below.

**Virtual Meeting Information <https://us02web.zoom.us/j/86869854959>
Meeting ID: 868 6985 4959
Phone 1-346-248-7799**

1. **6:00 P.M. Roll Call**
2. **Approval Of Agenda**
3. **Executive Session**

For a conference with the Water Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b). For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e). Regarding Project P.

4. **Executive Session**

For a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b), and for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e), regarding development matters.

5. **Executive Session**

For a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b),

and for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e), regarding real estate matters.

6. Consent Agenda

a. Minutes December 09, 2020

Documents:

[TBM 2020-12-09.Pdf](#)

b. Minutes December 15, 2020

Documents:

[TBM 2020-12-15.Pdf](#)

c. Resolution 2021-01-01 Official Posting Location

Documents:

[Resolution 2021-01-01 Official Posting Location.pdf](#)

d. Resolution 2021-01-02 Surety Reduction East Mountain Filing 11

Documents:

[Resolution 2021-01-02 Surety Reduction EMF 11.Pdf](#)

7. Discussion And Possible Action Regarding

a. Cure Of Default Of Annexation Agreement For Rendezvous West Mountain

Documents:

[TOF Attainable Housing Audit.pdf](#)

b. Resolution 2020-01-03 Memorandum Of Understanding With Mountain Family Center Drop Hunger

Documents:

[Resolution 2021-01-03 MOU With Mountain Family Center Drop Hunger Fundraiser.pdf](#)

[MOU Mountain Family - Drop Hunger.pdf](#)

c. Resolution 2021-01-04 Approving Purchase Agreement, Young

Documents:

[Resolution 2021-01-04 Approving Purchase Agreement.pdf](#)
[Purchase Agreement-Young.pdf](#)

8. **Open Forum**

a) Business not on the agenda

(If you would like to request time on the agenda please contact the Town Clerk, Antoinette McVeigh at 970-726-5491 ext. 201)

9. **Updates**

10. **Adjourn**

UPCOMING MEETING

WED. FEBRUARY 3, 2021 BOARD OF TRUSTEES

Board

Staff

Direct: Define the service, product or value to be delivered

Lead: Future focused planning

Protect: Establish the operational boundaries to be respected by Staff and monitored by the Board

Manage: Now focused policy and procedural guidance to ensure on time, on budget, and on target service delivery

Enable: Advocacy, resource development, and role discipline

Accomplish: Ensure the work defined by the direction of the Board of Trustees is accomplished

**FRASER BOARD OF TRUSTEES
MINUTES**

DATE: December 9, 2020

MEETING: Board of Trustees Special Meeting

PLACE: Fraser Town Hall Board Room and Virtually

PRESENT

Board: Mayor Philip Vandernail; Mayor Pro-Tem Eileen Waldow; Trustees; Andy Miller, Brian Cerkvenik, Katie Soles, Parnell Quinn and Ryan Barwick

Staff: Town Clerk, Antoinette McVeigh; Marketing and Economic Development Manager, Sarah Wieck; Finance Manager, Beth Williams; Public Works Director Russell Pennington

Others: See attached list

Mayor Vandernail called the meeting to order at 6:00 p.m.

1. **Rollcall:** Mayor Philip Vandernail; Mayor Pro-Tem Eileen Waldow; Trustees; Andy Miller, Brian Cerkvenik, Katie Soles, Parnell Quinn and Ryan Barwick
2. **Approval of Agenda:**
Trustee Soles moved, and Trustee Waldow seconded the **motion** to approve the agenda. **Motion carried: 7- 0.**
3. **Interim Town Manager Interviews:**
 - a) Valerie Remington
 - b) Edward Cannon
 - c) Wesley LaVanchy

The Board conducted an interview of each of the candidates separately. Jon Stavney assisted the town with the process.

4. **Executive Session:**
For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e). Interim Town Manager Including Finance Manager Beth Williams and Jon Stavney of Northwest Colorado Council of Governments.

Trustee Waldow moved, and Trustee Miller seconded the **motion** to open the Executive Session. **Motion carried: 7-0.**

Trustee Soles moved, and Trustee Waldow seconded the **motion** to close the Executive Session. **Motion carried: 7-0.**

5. **Discussion And Possible Action Regarding:**

a) Interim Town Manager Position

The Board directed Jon Stavney of NWCCOG to negotiate with the chosen candidate and they will be announced on Thursday December 10, 2020.

6. **Updates:**

Board Retreat, first week of January
First Meeting of 2021, January 20

7. **Adjourn:**

Trustee Soles moved, and Trustee Miller seconded the **motion** to adjourn. **Motion carried: 7-0.** Meeting adjourned at 9:35 p.m.

Antoinette McVeigh, Town Clerk

**FRASER BOARD OF TRUSTEES
MINUTES**

DATE: December 15, 2020

MEETING: Board of Trustees Special Meeting

PLACE: Virtually

PRESENT

Board: Mayor Philip Vandernail; Mayor Pro-Tem Eileen Waldow; Trustees; Andy Miller, Brian Cerkvenik, Katie Soles, Parnell Quinn and Ryan Barwick

Staff: Town Manager, Jeff Durbin; Town Clerk, Antoinette McVeigh; Marketing and Economic Development Manager, Sarah Wieck; Finance Manager, Beth Williams

Others: Wesley LaVanchy

Mayor Vandernail called the meeting to order at 6:10 p.m.

1. **Rollcall:** Mayor Philip Vandernail; Mayor Pro-Tem Eileen Waldow; Trustees; Andy Miller, Brian Cerkvenik, Katie Soles, Parnell Quinn and Ryan Barwick

2. **Approval of Agenda:**
No Action

3. **Consent Agenda:**
a) Minutes December 2, 2020

Trustee Soles moved, and Trustee Barwick seconded the **motion** to approve the consent agenda. **Motion carried: 7- 0.**

4. **Discussion And Possible Action Regarding:**
a) Business Relief Funding

Trustee Barwick moved, and Trustee Miller seconded the **motion** to allocate \$50,000 from the General Fund for the Business Enhancement Grant for the sole use of Restaurants and Bars for funding of business operations assistance. This will be based on the demonstration of need to be approved by staff Durbin, Weick and Williams. The funds will be capped at \$10,000 per business. Barwick amended the motion to include this will be a one-page application. Trustee Miller seconded the amended motion. **Motion carried: 7- 0.**

5. **Updates:**
Board Retreat, Third week of January 2021
Good bye Lunch for Jeff Durbin December 16

6. **Adjourn:**

Trustee Soles moved, and Trustee Waldow seconded the **motion** to adjourn. **Motion carried: 7-0.** Meeting adjourned at 7:00 p.m.

Antoinette McVeigh, Town Clerk

**TOWN OF FRASER
RESOLUTION NO. 2021-01-01**

A RESOLUTION DESIGNATING THE PUBLIC PLACE FOR POSTING NOTICES

WHEREAS, C.R.S. § 24-6-402(2)(c) requires the Town to annually designate the public place for posting notices to comply with the Colorado Open Meetings Law, C.R.S. § 24-6-401, *et seq.* (the "Open Meetings Law");

WHEREAS, consistent with House Bill 19-1087, the Town hereby desires to post notice of the Town's public meetings not only in physical locations, but also on the Town's website as the Town's official online presence to the greatest extent practicable; and

WHEREAS, Current law requires local governments to post notices of public meetings required by the state open meetings law in physical locations. The act allows a local government to post the notices on the local government's website. The notices are accessible to the public at no charge. The notices shall be searchable, if feasible, by type of meeting, date and time of meeting, and agenda contents. A local government that posts notices of public meetings on its website may continue to post the notices in a physical location, but is not required to do so.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FRASER, COLORADO THAT:

1. Designation. The Board of Trustees of the Town of Fraser, in compliance with C.R.S. § 24-6-402(2)(c) of the Open Meetings Law, hereby designates the Town website at www.frasercolorado.com as the official place for posting notices. The Town may additionally post notices at Fraser Town Hall, located at 153 Fraser Avenue. If there is a known outage or an emergency meeting, the Town may post a physical notice at the public entrance of the Fraser Town Hall.

DULY MOVED, SECONDED AND ADOPTED THIS 20th DAY OF JANUARY, 2021.

Votes in favor: ___
Votes opposed: ___
Abstained: ___

BOARD OF TRUSTEES OF THE
TOWN OF FRASER, COLORADO

BY: _____
Mayor

ATTEST:

(S E A L)

Town Clerk

**TOWN OF FRASER
RESOLUTION NO. 2021-01-02**

A RESOLUTION APPROVING A PARTIAL REDUCTION IN THE SURETY PURSUANT TO THE SUBDIVISION IMPROVEMENT AGREEMENT (SIA) FOR EAST MOUNTAIN FILING 11.

WHEREAS, Rendezvous Colorado, LLC and the Town of Fraser entered into a SIA, Reception #2019003498, to ensure completion of certain infrastructure and which SIA provides for reductions in surety requirements; and

WHEREAS, Rendezvous Colorado, LLC has requested a reduction in surety because these improvements are substantially complete and Town Staff has reviewed the request and has determined it to be in conformance with the provisions of said agreement; and

WHEREAS, a previous partial reduction in surety for East Mountain Filing 11 occurred when the surety was provided to the Town in the amount of \$920,049

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FRASER, COLORADO THAT:

1. The Town Board of Fraser, Colorado hereby authorizes a partial reduction in the surety required under the terms of the East Mountain Filing 11 SIA from \$368,020 to \$184,010.

READ, PASSED ON ROLL CALL VOTE, AND ADOPTED BY THE BOARD OF TRUSTEES THIS 20th DAY OF January, 2021.

Votes in favor: _____
Votes opposed: _____
Abstained: _____
Absent: _____

BOARD OF TRUSTEES OF THE
TOWN OF FRASER, COLORADO

BY: _____
Mayor

ATTEST:

(S E A L)

Town Clerk



MEMORANDUM

TO: Fraser Town Board

FROM: Terry Stanford

DATE: 1/5/2021

SUBJECT: Partial Release of Performance Guarantee at EMF11

Rendezvous' Letter of Credit (LOC) for EMF11 was originally in the amount of \$920,049. We have previously reduced the surety by 40% and are requesting the surety be further reduced to 20% of the original amount. This reduction will result in a renewed Letter of Credit in the amount of \$184,010.00. The renewed LOC will be provided to Fraser no later than 2/08/21.

Rendezvous has substantially completed all infrastructure work at EMF11. We are currently completing the Town's preliminary acceptance punch list at both Phase 1 and Phase 2 and will have all preliminary acceptance work items completed by 1/6/2021.

Please consider and advise.
TGS



CORNERSTONE ATTAINABLE HOUSING PLAN AUDIT

December 2020

INTRODUCTION & BACKGROUND

This Attainable Housing Audit was produced by Cornerstone Winter Park Holdings, LLC (“Cornerstone”) in accordance with the Attainable Housing Plan approved by the Town of Fraser (“Fraser”) utilizing data from the October 2019 report provided by Fraser and estimating new home construction since that time pertaining to development in Rendezvous and Grand Park. This report will be updated once year end home construction numbers are available.

Cornerstone provided Fraser with an Attainable Housing Plan as specified in the Annexation Agreement that was approved by the Town of Fraser Board of Trustees on April 20, 2005 pursuant to the Town of Fraser Resolution No. 06-02-07 adopted on June 20, 2007 (“Cornerstone Attainable Housing Plan”) attached hereto as Exhibit A.

The Cornerstone Attainable Housing Plan sets forth the manner in which Fraser and Cornerstone shall work together to provide 144 Attainable Housing Units. The schedule shown in Figure 1 below establishes the proportionality of 144 attainable units relative to the entitlements. Lodging Units and Commercial Square Footage Entitlements were converted to a common single-family equivalency utilizing the Meurer & Associates water master plan for the project to arrive at an overall single-family unit equivalency for the Annexation Agreement entitlements to derive the ratio of Attainable Units to non-attainable units of .0348:1.

Figure 1

CORNERSTONE ATTAINABLE HOUSING PLAN UNIT PROPORTIONALITY CALCULATION							
GRAND PARK				Residential			
Planning Area	Avg. Density	Approx. Acres	% Total Area	detached	attached	Lodging Units	Commercial Sq. Ft.
1Wa	6.8	33.6	2.4%		230	300	150,000
1Wb	9.3	4.3	0.3%		40		
2W	10.0	25.1	1.8%		250	278	100,000
3Wa	9.8	11.2	0.8%		110		
3Wb	14.8	5.4	0.4%		80		
3Wc	5.1	11.7	0.8%		60		30,000
4W	11.8	8.5	0.6%		100		65,800
5W	5.9	16.9	1.2%		100		
6W	0.0	4.0	0.3%				public site
7W	3.0	88.8	6.4%	45	225		
8W	2.8	50.1	3.6%	63	75		
9W	3.4	45.5	3.3%		153	200	20,000
10W	2.8	42.6	3.1%		118	350	30,000
11W	3.5	9.7	0.7%	10	24	150	
12W	5.9	15.6	1.1%		92		
13W	1.6	31.1	2.2%	50			
14W	2.4	49.6	3.6%	117			
15W*	0.5	26.1	1.9%	12			
16W*	0.9	102.5	7.4%	90			
17W*	0.6	120.0	8.7%	72			
18Wa	0.6	23.2	1.7%	14			
18Wb	1.1	42.1	3.0%	47			
19W	5.0	35.9	2.6%	86	93		
20W	4.6	12.5	0.9%		57		
21W	2.1	23.6	1.7%		50		
22W	1.0	80.1	5.8%	80			
subtotal	2.8	919.7	66.3%	686	1857		
23W (golf / os)		466.8	33.7%				
TOTAL		1386.5	100.0%	2543		1278	395,800
RENDEZVOUS				Residential			
Planning Area	Avg. Density	Approx. Acres	% Total Area	detached	attached	Lodging Units	Commercial Sq. Ft.
East Mountain Filing 1	0.8	129.5	29.2%	110			
4E		136.95	30.9%				
East Mountain- Filing 2 (6E)	3.6	44.9	10.1%	131	32		
7E	4.1	22.6	5.1%	41	52		
9E	8.0	19.9	4.5%		160		
11E	6.3	9.6	2.2%	60			
12E	5.9	9.75	2.2%		58		29,200
13E	14.0	4.3	1.0%		60	130	15,000
14E	16.0	5.0	1.1%		80		20,000
Linear Park		60.3	13.6%				
Cozens Museum		0.5	0.1%				
SUBTOTAL				342	442		
TOTAL		443.3	100.0%	784		130	64,200
Combined Density Totals		1,830		3,327		1,408	460,000
Single Family Equivalent of commercial and lodging unit entitlements						352	460
Residential Entitlements		3,327					
Lodging Unit Equivalent (.25 per lodge unit)		352					
Commercial Equivalent (1 per 1,000 s.f)		460					
Units for Proportional Attainable Dev.		4,139					
Attainable Units		144					
Attainable Unit proportionality		0.0348	per unit developed				

The Certificate of Occupancy issuance and building permit issuance data for development completed and under construction to date at Grand Park as well as Rendezvous estimated home completion was incorporated in the schedule shown in Figure 2 below. This schedule establishes the Attainable Units which are in proportion to the developed units

utilizing the ratio derived by the schedule in Figure 1 of 0.0348:1.

Figure 2

CORNERSTONE ATTAINABLE HOUSING PLAN			
Entitlements Realized based on Certificate of Occupancy Issuance & Building Permits for Grand Park			
Estimated entitlements realized at Rendezvous			
Annexation Agreement Project	Residential Units detached & attached	Lodging Units	Commercial Sq. Ft.
Grand Park (Actual Complete and/or permitted)	246	0	9,497
Rendezvous (Est.)	283	0	6,981
TOTAL	529	0	16,478
Above represents January 2019 Counts			
Residential Units (GP Actual & Permitted, Rend. Est.)	529		
Lodging Unit Equivalent (.25 per lodge unit)	0		
Commercial Equivalent (1 per 1,000 s.f)	16.48		
Developed Units	545		
Attainable Unit Ratio	0.0348		
Attainable Units to meet Proportionality	18.98		

This schedule indicates **18.98** Attainable Units at year end 2020 meet the proportionality provisions of the Cornerstone Attainable Housing Plan. This is based on completed construction and building permit issuance for homes under construction in Grand Park. The unit count for Rendezvous is estimated based on 2019 numbers increased by 10%. Actual year end 2020 Certificate of Occupancy data will be obtained from Fraser and the exact unit count in the schedule above can be updated.

Grand Park exceeds the Attainable Units proportionality by providing rental units to residents living and working in the Fraser Valley meeting the Cornerstone Attainable Housing Plan requirements. An additional seven Attainable Housing lots with final plat approval pending are located on a portion of the adjacent Meyer Lot 2 parcel.

Figure 3 below includes a schedule that calculates Attainable Housing Units Provided by Grand Park in accordance with the Cornerstone Attainable Housing Plan in 2020.

Figure 3

CORNERSTONE ATTAINABLE HOUSING PLAN						
Attainable Housing Units Provided in 2020						
Property Location	Type	Total Square Footage	Heated Livable Square Footage	Bedrooms	Bathrooms	No. of Units
105 Carriage Road, Fraser	Duplex	4,188	2,680	5	3.5	5.36
Winter Sage #207, Granby Prorated to June 30, 2020	Condo	1,096	1,096	2	2.0	1.10
Winter Sage #208, Granby Prorated to June 30, 2020	Condo	1,107	1,107	3	2.0	1.11
Winter Sage #108, Granby Prorated to July 31, 2020	Condo	1,107	1,107	3	2.0	1.29
601 S Zerex St, Fraser Apt 1	Apartment	1,116	1,116	2	2.0	2.23
601 S Zerex St, Fraser Apt 2	Apartment	871	871	2	2.0	1.74
337 Elk Ranch Rd., Fraser	Multi Family	2,946	2,439	4	4.0	4.88
341 Elk Ranch Rd., Fraser	Multi Family	2,946	2,439	4	4.0	4.88
347 Elk Ranch Rd., Fraser	Multi Family	2,946	2,439	4	4.0	4.88
Elk Creek Subdivision, Fraser	SF Lots (5)					7.50
Elk Creek - Meyer Lot 2, Fraser	SF Lots (6)					9.00
TOTAL		18,323	15,294	29	25.5	43.96

More specific details of the provided Attainable Housing Units are included below:

1. Duplex located at 105 Carriage Road, Fraser, Colorado –5 bedrooms and 3.5 baths in 4,188 s.f. of space. The combined heated living area of the two units is 2,680 s.f. This rental duplex building qualifies as 5.36 units.
2. Condo at Winter Sage 207, Granby, Colorado – 2 bedroom 2 baths in 1096 s.f. Lease expired June 30, 2020, units prorated. This rental condo qualifies as 1.10 units.
3. Condo at Winter Sage 208, Granby, Colorado – 3 bedroom 2 baths in 1,107 s.f. Lease expired June 30, 2020. This rental condo qualifies as 1.11 units. Lease expired June 30, 2020, units prorated.
4. Condo at Winter Sage 108, Granby, Colorado – 3 bedroom 2 baths in 1,107 s.f. Lease expired July 31, 2020, units prorated This rental condo qualifies as 1.29 units.
5. 5 Deed restricted single family lots designated as Attainable Housing lots in the Elk Creek Filing 3 subdivision. The Attainable Housing Units equivalency for these 5 single family vacant lots equals 7.5 units pursuant to the Cornerstone Attainable Housing Plan.
6. Deed restricted single family lots designated as Attainable Housing lots on a portion of Meyer lot 2 subdivision pending final plat approval. The Attainable Housing Units equivalency for these 6 single family vacant lots equals 9 units pursuant to the Cornerstone Attainable Housing Plan.
7. 337 Elk Ranch Rd, Fraser, Colorado – 4 bedroom 4 baths in 2,439 heated livable square footage. This rental home qualifies as 4.88 units.
8. 341 Elk Ranch Rd, Fraser, Colorado – 4 bedroom 4 baths in 2,439 heated livable square footage. This rental home qualifies as 4.88 units.
9. 347 Elk Ranch Rd, Fraser, Colorado – 4 bedroom 4 baths in 2,439 heated livable square footage. This rental home qualifies as 4.88 units.
10. 601 S Zerex St, Fraser, Colorado Apartment 1 – 2 bedroom 2 baths in 1,116 heated livable square footage. This rental apartment qualifies as 2.23 units, but was completed in March of 2020 and prorated to 1.674 units for 2020.
11. 601 S Zerex St, Fraser, Colorado Apartment 2 – 2 bedroom 2 baths in 786 heated livable square footage. This rental apartment qualifies as 1.74 units, but was completed in March of 2020 and prorated to 1.30 units for 2020.

Cornerstone has been working diligently to design and evaluate various attainable housing concepts. Including the following: 1. 60 Unit Deed Restricted apartment housing projects; 2. Twelve additional homes to be located in Elk Creek Filing 3 and a portion of Meyer Lot 2 on deed restricted lots; and 3. A 204 unit HUD apartment complex on planning area 2W. All of these projects are in various design development and financial evaluation stages.

It is important to note the current business plan for Grand Park involves producing homes that work well for the second homeowner but also accommodate the full-time resident. The development program at Grand Park is one that melds full-time residents with second home residents seamlessly due to the development plans, product designs, and price points. This makes for vibrant, fun, social neighborhoods that also help to increase economic development activity in the area.

Today, there are more full-time families leaving in Grand Park than any other time in the past. While these are not qualified units under the Attainable Housing Plan, it is supportive of the fact Grand Park is a community comprised of both full time and second home residents. It is the intention that Grand Park continue to grow this trend for the foreseeable future.

The Cornerstone Attainable Housing Plan specifically provides that sufficient demand for housing must exist prior to commencing development. Cornerstone's design work and ongoing evaluation of various projects is indicative of its commitment to finding a product and project that has sufficient demand to justify commencing development.

The Cornerstone Attainable Housing Plan also provides Fraser will consider incentive programs, modified development standards, and other regulatory approaches to facilitate attainable housing costs, in addition to assisting with the involvement of other jurisdictions.

Cornerstone's Attainable Housing mission is acknowledging the societal responsibility for fostering housing affordability, to create an environment that preserves and produces affordable homes for all residents, and to develop resources to fill the void between production costs and housing consumers' abilities to pay.

Cornerstone appreciates the vocal encouragement Fraser provides for the development of attainable housing; however, more action is needed by Fraser to address its regulations, permitting costs, and utility costs that are barriers to affordable home construction. Actions speak louder than words and while there has been a lot of talk about affordable housing by many of Fraser's board members, there has been no actual housing created by the Town of Fraser. Fraser's cooperation, input, ideas, and assistance are needed in order to achieve success with Cornerstone's Attainable Housing mission which will in turn help to foster economic and business development in our community.

**TOWN OF FRASER
RESOLUTION NO. 2021-01-03**

A RESOLUTION AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING
BETWEEN THE TOWN OF FRASER AND THE MOUNTAIN FAMILY CENTER

WHEREAS, the Mountain Family Center desires to use one of the Fishing Ponds for a fundraiser called "Drop Hunger" which includes placing a refrigerator on a frozen fishing pound and providing a raffle to guess what day the refrigerator will fall through the ice.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FRASER, COLORADO THAT:

- 1. The Mayor is authorized to execute the attached memorandum of understanding between the Town of Fraser and the Mountain Family Center.

READ, PASSED ON ROLL CALL VOTE, AND ADOPTED BY THE BOARD OF TRUSTEES THIS 20th DAY OF JANUARY, 2021.

Votes in favor: _____
Votes opposed: _____
Abstained: _____

BOARD OF TRUSTEES OF THE
TOWN OF FRASER, COLORADO

BY: _____
Mayor

ATTEST:

(S E A L)

Town Clerk



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on the effective date indicated below between the Town of Fraser, a Colorado municipal corporation (hereinafter “the Town”) and the Mountain Family Center (hereinafter “MFC”).

WHEREAS, the Town is the owner of certain property described as Lot 5, Safeway Fraser Marketplace (the “Town Property”), which is currently administered as public park and open space land; and

WHEREAS, there are two ponds on the Town Property (the “Fishing Ponds”) that are used for water storage by the Winter Park West Water and Sanitation District and are also devoted to public recreational use; and

WHEREAS, the Town and Winter Park West Water and Sanitation District have an intergovernmental agreement that details each entities responsibilities vis-à-vis the ponds; and

WHEREAS, the Lions Club has helped facilitate the recreational used of the Fishing Ponds by installing a parking area, signs, picnic benches and a fishing dock and by periodically stocking the ponds with fish; and

WHEREAS, the MFC desires to use one of the Fishing Ponds for a fundraiser called “Drop Hunger” which includes placing a refrigerator on a frozen fishing pond and providing a contest to determine what day the refrigerator will fall through the ice.

IT IS THEREFORE UNDERSTOOD AND AGREED BETWEEN THE TOWN AND MFC, AS FOLLOWS:

1. MFC will make every best effort to ensure safety from installation to retrieval of the refrigerator and provide a liability and damages waiver to the Town before staging and placing the refrigerator on the Fishing Pond.
2. Authorization to use the fishing ponds for the Drop Hunger event is subject to approval from the Winter Park Ranch Water and Sanitation District and any additional conditions they require.
3. Further authorization to use the fishing ponds for the Drop Hunger event is subject to written correspondence from the East Grand Fire District stating their confirmed role in the retrieval of the refrigerator in a timely fashion once the refrigerator has fallen through the ice.

4. MFC is ultimately responsible for the prompt retrieval and removal of the refrigerator from the Fishing Pond. MFC agrees with these terms provided and will only proceed with the Hunger Drop event once set terms are fulfilled.

The parties mutually agree to cooperate and undertake all steps reasonably necessary to fulfill the intent and purposes reflected by this Memorandum of Understanding.

This Memorandum of Understanding is valid in perpetuity subject to termination by either party, which termination may be accomplished by the giving of not less than ninety (90) days written notice to the other party.

TOWN OF FRASER

Philip Vandernail, Mayor

Date

ATTEST:

Antoinette McVeigh, Town Clerk

MOUNTAIN FAMILY CENTER

By: _____

Date

Title: _____

**TOWN OF FRASER
BOARD OF TRUSTEES
Resolution No. 2021-01-04**

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AGREEMENT
FOR A DEED RESTRICTION PURSUANT TO THE FRASER DEED RESTRICTION
PROGRAM

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FRASER,
COLORADO, THAT:

1. The Fraser Board of Trustees has reviewed and hereby approves the Deed Restriction Purchase Agreement between the Town of Fraser and Kelsey Young (“Owner”), a copy of which is attached hereto and incorporated herein by reference.
2. The Mayor is authorized to execute such Purchase Agreement upon execution thereof by the Owner, and Town staff and are thereupon authorized and directed to complete the closing the of the purchase in accordance with such Purchase Agreement.
3. If such Purchase Agreement is not fully executed by all parties within 30 days from the date hereof, this Resolution shall be rescinded and the authorization for execution of said Purchase Agreement shall become null and void.

READ, PASSED ON ROLL CALL VOTE, AND ADOPTED BY THE BOARD OF TRUSTEES
THIS _____ day of _____, 2021.

Votes in favor: _____
Votes opposed: _____
Absent: _____
Abstained: _____

BOARD OF TRUSTEES OF THE
TOWN OF FRASER, COLORADO

BY: _____
Philip Vandernail, Mayor

ATTEST:

(S E A L)

Antoinette, McVeigh, Town Clerk

DEED RESTRICTION PURCHASE AGREEMENT

THIS DEED RESTRICTION PURCHASE AGREEMENT (the "Agreement") is entered into this ___ day of _____, 2021 (the "Effective Date") by and between the Town of Fraser, Colorado, a Colorado municipality with an address of 153 Fraser Avenue, P. O. Box 370, Fraser, Colorado 80442 (the "Town"), and Kelsey Young, an individual with an address of PO Box 115, Fraser, CO 80442, ("Owner") (each individually a "Party" and collectively the "Parties").

WHEREAS, Owner is purchasing the real property and the improvements situated thereon, located at 101 Doc Susie Ave., #A3, Fraser, Colorado, and legally described as Condominium Unit 3, Building A, The Divide at Forest Meadows, (the "Property");

WHEREAS, Owner has agreed to place certain restrictions on the use and occupancy of the Property for the benefit of the Town, as set forth in the Deed Restriction Agreement dated _____, 2021, attached hereto and incorporated herein as **Exhibit A** (the "Deed Restriction"); and

WHEREAS, the Deed Restriction is of value to the Town, and the Town is willing to compensate Owner for the value 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 as follows:

1. **Conveyance.** Owner agrees to convey, sell, transfer and assign to the Town, and the Town agrees to purchase from Owner, on the terms and conditions of this Agreement, the Deed Restriction.
2. **Purchase Price.** The purchase price for the Deed Restriction shall be \$25,000.00 (the "Purchase Price"), delivered to Owner at closing in funds which comply with all applicable Colorado laws, which include electronic transfer funds, certified check and cashier's check, at the Town's option.
3. **Closing.** The closing will occur at a mutually agreeable location, at a date agreed upon by the Parties within 14 days of the Effective Date.
4. **Notice and Consent.** Owner certifies that Owner has notified every person or entity holding a lien or other encumbrance on the Property of the proposed purchase of the Deed Restriction by the Town, and if necessary, obtained each of their consent to the recording of the Deed Restriction against the Property and subordination of the lien or encumbrance to the Deed Restriction. Should Owner not provide such notice or obtain such consent, and Owner's failure to do so causes the Deed Restriction to become unenforceable, invalid or void for any reason, Owner shall reimburse the entire Purchase Price to the Town within 30 days of receipt of written notice from the Town.

5. Owner's Representations and Warranties. Owner hereby represents and warrants that the following statements are now, and will be as of the closing date, true and correct, to the best of Owner's knowledge, and Owner shall give the Town prompt written notice if any of the representations or warranties made by Owner in this Agreement are no longer true or correct in any material manner:

a. There is no action, suit or proceeding pending, or to the best of Owner's knowledge threatened, against or otherwise affecting Owner or the Property in any court of law or equity, or before any governmental authority, in which an adverse decision might materially impair Owner's ability to perform its obligations under this Agreement.

b. There is no pending or threatened condemnation or similar proceeding affecting the Property.

6. Town's Remedies. In the case of any breach of this Agreement by Owner, the Town may terminate this Agreement by written notice to Owner, and the Town shall have all remedies available at law or equity for such breach. In addition to all other remedies, in the case of a breach of this Agreement by Owner, the Town shall have the right to recover the entire Purchase Price from Owner, in addition to all costs and fees, including attorney fees, incurred by the Town.

7. Miscellaneous.

a. Entire Agreement. This Agreement and the Deed Restriction Agreement contain the entire agreement of the Parties. There are no other agreements, oral or written, and this Agreement can be amended only by written agreement signed by the Parties.

b. Agreement Binding; Assignment. This Agreement, and the terms, covenants, and conditions herein contained, shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the Parties.

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

d. 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.

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

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

EXHIBIT A

DEED RESTRICTION AGREEMENT

THIS DEED RESTRICTION AGREEMENT (referred to herein as the "Agreement" or "Deed Restriction") is entered into this ____ day of _____, 2021 (the "Effective Date") by and between the Town of Fraser, Colorado, a Colorado municipality with an address of 153 Fraser Avenue, P. O. Box 370, Fraser, Colorado 80442 (the "Town"), and Kelsey Young, an individual with an address of PO Box 115, Fraser, CO 80442, ("Owner") (each a "Party" and collectively the "Parties").

WHEREAS, in exchange for compensation as set forth in a Deed Restriction Purchase Agreement, Owner has agreed to place certain restrictions on the use of the Property for the benefit of the Town by requiring occupancy of the Property by at least one qualified resident, 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 following real property is hereby burdened with the covenants and restrictions specified in this Agreement: 101 Doc Susie Ave., #A3, Fraser, Colorado [address], and more specifically described in **Exhibit A**.

2. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

a. *Person* means a natural person and excludes any type of entity.

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) 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 at least one occupant is a Qualified Resident.

d. *Qualified Business* means a business located within the boundaries of Grand County, Colorado, as such boundaries may be amended from time to time, which holds a valid and current business license, or pays sales taxes, or is otherwise generally recognized as a legitimate business.

e. *Qualified Resident* means a person who works an average of 30 hours or more per week at a Qualified Business. For example, if a person worked 60 hours per week for one half of the year at such a Qualified Business and worked elsewhere for the other half of the year, such person would constitute a Qualified Resident. To determine that a person is a Qualified Resident, the Qualification Guidelines set forth in **Exhibit B**, attached hereto and incorporated herein by this reference, shall apply. Once a person

has been accepted as a Qualified Resident, such status shall not be lost due to any temporary disability that prevents such person from meeting the 30-hour per week employment requirement. Further, a person who has maintained his or her status as a Qualified Resident for a continuous period of four (4) years or longer may retain such status upon retirement from all employment, so long as such retirement continues.

f. *Town* means the Town of Fraser, Colorado, and its duly authorized agents.

3. Occupancy Restrictions.

a. At least one Qualified Resident shall continuously occupy the Property as his or her principal place of residence.

b. Owner may *rent* the Property as long as the Property is continuously occupied by a Qualified Household; provided, however, that the Property shall not be used for rentals of less than 30 days in duration.

c. A Qualified Resident may lease a room or rooms in the Property to one or more persons, *provided that* the Qualified Resident still occupies the Property as his or her principal place of residence.

d. No business activity shall occur on or in the Property other than as permitted within the zone district applicable to the Property.

4. Annual Verification. No later than February 1st of each year, beginning in the year following the first year of occupancy of the Property, Owner shall submit a written statement to the Town including the following information and stating that such information is true and correct to the best of Owner's knowledge and belief:

a. Evidence to establish that the Property was occupied by a Qualified Household during all of the prior calendar year;

b. If applicable, a copy of the lease form currently used for the Property; and

c. If applicable, a list of tenants who occupied the Property in the prior calendar year and the evidence submitted by each tenant to establish that they were a Qualified Resident, as set forth in the Qualification Guidelines.

5. Consent for Information. Owner agrees to provide, upon request of the Town, all documents and information necessary for the Town to establish continued compliance with this Agreement as amended from time to time. Documents may include but are not limited to federal and state income tax returns, W2's, 1099's, bank and credit card statements, release forms for employment and tax information, and invoices for utility payments. The Town shall maintain the confidentiality of financial information provided by or obtained concerning Owner, subject to the requirements of the Colorado Open Records Act, CRS §§ 24-72-201 *et seq.*, and except for such disclosures as are necessary with respect to any litigation, enforcement, or other legal proceedings.

6. Fines. The Town may impose fines for violations of the restrictions provided in this Agreement, which fines shall be in accordance with the fine schedule attached hereto as **Exhibit C**.

7. Consensual Lien; Right to Redeem. For the purpose of securing Owner's performance under the Deed Restriction 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.

8. Town's Option. Owner shall first notify the Town if Owner wishes to sell the Property. The Town shall have the first option to purchase the Property for the price and upon the terms contained in a *bona fide* written purchase offer that Owner desires to accept.

9. Breach.

a. 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.

b. If the Town has reasonable cause to believe Owner is violating this Agreement, the Town may inspect the Property between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, after providing Owner with 24 hours written notice. This Agreement shall constitute Owner's permission to enter the Property during such times upon such notice.

10. Remedies.

a. The Town shall have any and all remedies provided by law and in equity for a violation of this Deed Restriction, 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 Deed Restriction. In addition, fines may be imposed for violations as provided in Exhibit C. All remedies shall be cumulative.

b. The cost to the Town of any activity taken in response to any violation of this Deed Restriction, including reasonable attorney fees, shall be paid promptly by Owner.

11. Foreclosure.

a. 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.

b. 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.

c. 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.

d. If the Property is sold at a foreclosure sale or acquired by any person or entity in lieu of foreclosure, the Town has the option to acquire such Property within 30 days after: i) the issuance of a confirmation deed to the purchaser, or ii) receipt by the Town of written notice from such person or entity of the acquisition of such property in lieu of foreclosure, as applicable, for an option price not to exceed: iii) in the event of a foreclosure, the redemption price on the last day of all statutory redemption periods and any additional reasonable costs incurred by the holder during the option period which are directly related to the foreclosure, or iv) in the event of a transfer in lieu of foreclosure, the amount paid, or the amount of debt forgiven, by the transferee plus the reasonable costs incurred by the transferee with respect to its acquisition of such Property.

12. Miscellaneous.

a. Modification. This Agreement may only be modified by subsequent written agreement of the Parties.

b. Integration. This Agreement and any attached exhibits constitute the entire agreement between Owner and the Town, superseding all prior oral or written communications.

c. 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 any subsequent holder of an ownership interest in the Property.

d. 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.

e. 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 Eagle County, Colorado.

f. Agreement Binding; Assignment. This Agreement, and the terms, covenants, and conditions herein contained, shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the Parties.

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

h. 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.

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

j. Recording. This Agreement shall be recorded with the Grand County Clerk and Recorder.

k. Savings Clause. If any of the terms, covenants, conditions, restrictions, uses, limitations, obligations or options created by this Agreement are held to be unlawful or void for violation of: the rule against perpetuities or some analogous statutory provision; the rule restricting restraints on alienation; or any other statutory or common law rules imposing like or similar time limits, then such provision shall continue only for the period of the lives of the current duly elected and seated members of the Fraser Board of Trustees, their now living descendants, if any, and the survivor of them, plus 21 years.

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

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

TOWN OF FRASER, COLORADO

Mayor

ATTEST:

Town Clerk

OWNER

STATE OF COLORADO)

COUNTY OF _____) ss.
_____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2021, by Kelsey Young, as the owner of the Property located at 101 Doc Susie Ave., #A3, Fraser, Colorado 80442.

Witness my hand and official seal.
My commission expires:

Notary Public

(S E A L)

EXHIBIT A

LEGAL DESCRIPTION

Condominium Unit 3, Building A, The Divide at Forest Meadows, located in the Town of Fraser, County of Grand, State of Colorado.

EXHIBIT B

QUALIFICATION GUIDELINES

1. Purpose. The purpose of these Qualification Guidelines is to set forth the occupancy requirements for the Property pursuant to the Deed Restriction.
2. Definitions. All capitalized terms herein shall have the meanings set forth in the Deed Restriction.
3. Application. To become a Qualified Resident, a person must provide 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 Qualified Business;
 - b. Evidence that the applicant has worked, or will work, an average of 30 hours per week or more per year for one or more of such Qualified Businesses;
 - c. A valid form of identification, such as a driver's license, state-issued identification, passport or military identification; and
 - d. 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.

EXHIBIT C

FINE SCHEDULE

The Town may impose fines for violations of the Deed Restriction in accordance with the following schedule:

1. First violation: \$100.00;
2. Second violation: \$250.00;
3. Third and subsequent violations: \$500.00.

Prior to imposing a fine, the Town shall give notice to Owner of the violation and the fine to be imposed, and shall allow Owner 15 days from the date of the notice to either cure the violation or respond in writing contesting the violation or fine and requesting a hearing before a hearing officer appointed by the Town. If no hearing is requested and the violation is not satisfactorily cured within said 15-day period, then the violation identified in the notice and the fine imposed shall be deemed final. If a hearing is requested, the hearing officer appointed by the Town shall give notice of the time and place of the hearing, and the determination of the hearing officer regarding the violation and fine shall be final.

Unless a contest is filed, Owner shall pay all fines imposed by the Town within 15 days after notification is sent by the Town, and any amounts not paid within such time shall bear interest at the rate of 1% per month, compounded monthly, until paid in full.

The imposition of a fine shall not preclude the Town from pursuing any other remedy for a violation of the Deed Restriction.

The Town may increase the amount of the fines set forth in the above schedule for each violation by an amount not to exceed 5% each year during the time this Agreement is in effect. If the fines are so increased, the Town shall provide written notice to Owner at least 30 days prior to the effective date of such increase.