# FINAL REPORT

# FORD PARK MANAGEMENT PLAN

An Amendment to the Ford Park Master Plan

Town of Vail Department of Public Works and Transportation Department of Community Development Administration Department

> Consultants: Winston and Associates

> > April 14, 1997

#### Introduction.

The Ford Park Management Plan herein presented is to serve as an amendment to the 1985 Master Plan for Gerald R. Ford Park. The Ford Park Management Plan contains eight sections. Sections 1 - 4 introduce the plan: An executive summary, a history and time line of Ford Park, a description of the management plan process, and a statement of purpose of the management plan. Section 5 is the heart of the management plan: a set of six management goals with accompanying objectives, action steps, and policy statements to provide a framework for future management decisions. Section 6 contains illustrative, conceptual plans and written descriptions which support the various action steps. A 5-Year Capital Improvements Program for Ford Park is presented in Section 7. Section 8 is an appendix containing copies of pertinent legislative and legal documents.

#### Section 1: Executive Summary.

The property which is today Gerald R. Ford Park was acquired by the town in 1973 in response to public reaction against a high density residential development proposal. The 39 acre park site represented the last remaining parcel of land central to use by all residents and visitors of the Vail Community. The Vail Plan (1973) described the site as a major community park - cultural center that would satisfy the town=s growing recreational and cultural needs.

Development of the lower portion of the park was directed by the Gerald R. Ford/Donovan Park Master Plan (1985). Strong public participation led to the establishment of guidelines for the implementation of future improvements. Upper area improvements, softball fields, tennis courts, and parking areas, were constructed without the benefit of preplanning and subsequently created some barriers to the lower bench, natural areas, and Nature Center.

The Vail Village Master Plan (1990) recommended the park be considered as a site for additional skier parking to serve expansion on the eastern side of Vail Mountain. It also recommended the construction of bike/pedestrian ways along the South Frontage Road and Vail Valley Drive.

There are currently four main organizations involved in the operation of Ford Park. The Town of Vail, Vail Recreation District, Alpine Garden Foundation, and the Vail Valley Foundation all play distinct roles and manage separate portions of the park. The Town of Vail is the owner of the park and manages the community park, stream tract, and parking lot areas. The other three organizations each hold a lease or license agreement to operate their respective facilities and programs within the park.

A proposal by the Alpine Garden Foundation to construct an educational center within the garden area was a significant impetus to the creation of this document. However, several other formal and informal development expansion proposals and numerous unresolved park management issues existed. This plan is intended to create a means to evaluate development proposals in order to protect and enhance the character of the park.

This plan is a direct product of strong public participation in focus groups and public input sessions. One clear, concise message was conveyed to the town staff from the public participants: AYour role is steward to the park; don=t screw it up by over development.@ To that end, this plan, serving as an amendment to the 1985 Ford Park Master Plan, is intended to guide the outcome of future development and improvement proposals through the implementation of six major goals.

- 1. Preservation and protection
- 2. Reduction of vehicular intrusions
- 3. Reduction of conflicts between venues
- 4. Resolution of parking and Frontage Road access problems
- 5. Improvement of pedestrian circulation
- 6. Delineation of financial responsibilities

Designed to be a framework for future management decisions, a series of objectives, action steps and policy statements facilitate the implementation of each goal statement.

# Section 2: Background of Ford Park.

# History

Gerald R. Ford Park has been the subject of numerous legislative and community planning actions over the last 24 years. The time line at the end of this section illustrates the relationship between the actions discussed in this section.

The Ford Park site was acquired by the Town of Vail in April of 1973 for the stated purpose of improving the quality of life in the community. This 39 acre park site represented the last remaining parcel of land central to use by all residents and visitors of the Vail community. The existing conditions plan, which follows this section, illustrates Ford Park in its current condition.

Ordinance No. 6, Series of 1973, signed April 3, 1973, (a copy of which is included in the Appendix), authorized the purchase (by condemnation) of the property known as the Antholz Ranch. The ordinance listed a variety of possible uses for the property including the following:

- X for park and greenbelt purposes,
- X to preserve the natural and physical character of the area to be condemned,
- X for bicycle, equestrian and hiking trails,
- X for children=s playground,
- X for performing arts and civic center,
- X for a ski lift and related facilities,
- X for picnic areas,
- X for recreational facilities such as tennis courts, swimming pools, gymnasium, ice skating rink,
- X for theater and assembly halls, convention center, public schools,
- X for possible exchange or trade of condemned land, or a portion thereof, with other property which may exactly meet the needs of the town,
- X to construct and maintain water works, transportation systems, and other public utilities relating to public health, safety, and welfare.

In August of 1973, the Vail Plan was completed. This plan was designed to control the growth and development of the community and contained a chapter on the town recreation system. The Antholz Ranch property was mentioned as the only site satisfying the recreation use anticipated. In the Vail Plan the uses intended for the property were further defined. The uses listed include a place for showing and creating art, crafts, etc.; an indoor theater as well as an 800 seat outdoor amphitheater; meeting rooms and community workshops; wide outdoor terraces and natural

landscapes; indoor ice arena, tennis and handball courts; children=s play facilities and space for family activities; headquarters for the Annual Vail Symposium and local television; and a possible location for an ecologium (nature center). The property was described as a major community parkcultural center. The plan called for 200 surface parking spaces and direct service from the town bus system. Major parking needs were to be accommodated in the Vail Transportation Center with various trails and bikeways connecting to the park.

In January of 1977, Resolution No. 1, Series of 1977, was passed naming the property commonly known as the Antholz Ranch as Gerald R. Ford Park in appreciation of President Ford=s contributions to the community. Resolution No. 1, Series of 1977 is included in the Appendix.

In August of 1985 the Gerald R. Ford Park and Donovan Park Master Plan Development Final Report was completed. The Ford Park Master Plan was adopted by Council with Resolution No. 19, Series of 1985, which is included in the Appendix. The purpose of the master plan was to guide the future development of these parks and establish guidelines for the implementation of improvements. The master planning project used a Recreation Needs Analysis Survey and involvement of the public in determining the recreation priorities of the community and the design concepts and criteria for the two park sites. The Ford Park master plan proposed a swimming pool complex, neighborhood park improvements, a skating rink on the lower bench, and the realignment of the eastern softball field. The neighborhood park open space area, playground, and access road were the only portions of the master plan actually constructed.

The first major structure to be constructed in the park, the Gerald R. Ford Amphitheater, was completed in July of 1987. The Parking and Transit Study completed in April of 1979 for the Amphitheater made five recommendations: The Village Structure should be considered the major parking facility for Ford Park, with improvements to the signs, sidewalks, and bus service being necessary; extend shuttle bus service to the soccer field; disallow Frontage Road parking; construct a vehicle turn-around and passenger unloading area at Ford Park; and do not schedule concurrent events.

Resolution No. 27, Series of 1987, was passed on November 3, 1987. Resolution 27 designated the seven acres around the Nature Center as an area to be preserved as an example of the Gore Valley=s natural history. Vehicular traffic was restricted and certain policies and procedures for preservation and maintenance of the grounds and facilities were established with the resolution. A copy of resolution No. 27, Series of 1987, is included in the Appendix.

Development of the community park portion on the lower bench of Ford Park included the restroom, playground area, open turf area and picnic facilities, and the west access road. These improvements were completed in November of 1988.

In December of 1988, the Vail Metropolitan Recreation District (Now the Vail Recreation District) and the Town of Vail, requested an amendment to the 1985 Ford Park Master Plan. The two phase amendment was adopted by Council as Resolution No. 44, Series of 1988. A copy of the resolution is included in the appendix. Phase one of the amendment was to utilize the on-site tennis courts and allow the construction of four additional courts. Phase two of the amendment changed the proposed location of the Aquatic Facility to the eastern softball field. Funding of the Aquatic Facility was rejected by voters in a special election on February 6, 1989. Vail Town Council was presented with a petition to delete all reference to an aquatics center from the Ford Park Master Plan in April of 1990. No record of Council action on the petition was found. While the tennis center building is not mentioned in the Master plan amendment, the VRD did receive a Conditional Use Permit for the project on May 8, 1990.

The Vail Village Master Plan, adopted January 16, 1990, addresses Ford Park as a specific study area. This study acknowledges the use of the park in recent years to accommodate overflow skier and local parking needs. It recommends the park be studied further as a site for additional skier parking to serve expansion of the eastern side of Vail Mountain. Action Step #5 under Goal #5 states Astudy the feasibility of an underground (recreation fields would remain) parking structure in Ford Park.@ The Parking and Circulation Plan, within the Vail Village Master Plan, identifies the western portion of the upper bench for Apotential parking beneath park,@ and calls for separated bike/pedestrian ways along the South Frontage Road and Vail Valley Drive.

The Vail Transportation Master Plan, completed in 1993, states, AThe existing Ford Park Parking area (east end of park) should be considered for a possible 2-level parking facility with the second level below existing grade. Ford Park and the athletic field parking area are also listed as two possible sites for oversized vehicles if the lot east of the Lionshead Structure becomes developed.

#### **Current Park Management**

There are currently four main organizations operating in Gerald R. Ford Park. The Town of Vail, Vail Recreation District, Alpine Garden Foundation, and the Vail Valley Foundation all play distinct roles and manage separate portions of the park. The Town of Vail is the owner of the entire Gerald R. Ford Park site and manages the community park, stream tract, and parking lot areas. The other three organizations each hold a lease or license agreement to operate their respective facilities and programs within the park.

The Vail Recreation District Lease of December 21, 1993, describes the premises license as including the upper bench of Ford Park, public tennis courts, athletic fields and Nature Center, although the graphic representation of the premises was not attached to the lease agreement. The VRD offers a variety of sports leagues, camps, and tournaments to area residents and guests. The Vail Nature Center occupies the seven acres between Vail Valley Drive and Gore Creek and offers environmental education and research opportunities to residents and guests. While officially a public parking lot, Vail Associates frequently utilizes the athletic field parking lot for employees working out of the Golden peak ski base. A copy of the Vail Recreation District lease is included in the Appendix.

The Vail Valley Foundation, (VVF), a non-profit, charitable organization, manages and maintains the Ford Amphitheater and immediate grounds. The terms of the agreement between the Town and the VVF, signed December 8, 1987, and extended to October 31, 2001, include an endowment for ongoing repair and maintenance of the Amphitheater. The amphitheater seats up to 2,500 people and is scheduled an average of 58 days during the summer. Hot Summer Nights concerts, Bravo! Colorado, and the Bolshoi Ballet are some of the more popular programs held at the

#### amphitheater.

The Vail Alpine Garden Foundation, a Colorado non-profit corporation, manages the three existing phases of the Betty Ford Alpine Garden under a Limited License Agreement signed June 8, 1994. The terms and conditions of a Lease Agreement are currently being negotiated. The original Alpine Display Garden was constructed in 1987 under a license agreement with the Town at the entrance to the amphitheater. The site for the Alpine Garden was established in the 1985 Ford Park Master Plan to act as a buffer between the amphitheater and active park areas. The second phase of the garden, the Perennial Garden, and third phase, the Meditation Garden, were constructed in 1989 and 1991 respectively. A fourth and final phase, the Alpine Garden Foundation to construct an Educational Center with the final phase of the garden has been controversial. Opposition to the expanded use of the garden and the interior of park has been a significant impetus to the creation of this master plan amendment. In response to that opposition, the Vail Alpine Garden Foundation modified the proposal to locate the Educational Center near the athletic field parking lot on Vail Valley Drive. This location received conceptual approval by the Council on October 15, 1996, allowing the Foundation to proceed through the design process within the Town.

The lower bench of Ford Park, is managed by the Town of Vail Department of Public Works and Transportation and serves as a community park and open space facility with picnic, playground and open play areas. The lower bench is utilized several times a year for special events where large tents are often erected to accommodate the activities. Access to the park from the Golden Peak ski base is by a public access easement through the Manor Vail property. A copy of the easement is included in the Appendix. The Town operates the upper bench parking lot as a public parking facility during the ski season. Access to the upper bench parking areas is from the State owned South Frontage Road. The Colorado Department of Transportation (CDOT) is the agency responsible for reviewing and approving access permit applications from the State-owned Frontage Road. Currently, no access permit has been issued for the access by the CDOT. CDOT Frontage Road right-of-way covers a substantial portion of the existing gravel parking lot.

# Time Line of Ford Park Activities:

April 1973	Condemnation of Antholz Ranch. Ordinance 6, 1973				
August 1973	Completion of Vail Plan.				
January 1977	Antholtz Ranch named Gerald R. Ford Park. Resolution 1, 1977				
August 1985	Completion of Ford/Donovan Park Masterplan. Resolution 19,1985				
July 1987	Amphitheater construction complete				
August 1987	Alpine Demonstration Garden complete.				
November 1987	Preservation of Nature Center. Resolution 27, 1987				
December 1987	Vail Valley Foundation lease signed.				
November 1988	Lower Bench improvements complete.				
December 1988	Masterplan amendment by VRD. Resolution 44, 1988				
December 1988	Service agreement with VRD. Resolution 46, 1988				
May 1989	Tennis Center receives Conditional Use Permit.				
July 1989	Alpine Perennial Garden complete.				
January 1990	Completion of Vail Village Masterplan.				
February 1990	Aquatic Center rejected by voters in special election.				
April 1990	Council petitioned to delete Aquatic Center from masterplan.				
May 1990	Tennis Center construction complete.				
June 1991	Alpine Medetation Garden complete.				
April 1993	Completion of Vail Transportation Master Plan.				
December 1993	Vail Recreation District agreement renewed.				
June 1994	Vail Alpine Garden Foundation license agreement signed.				
June 1995	Town begins Ford Park Management Plan				
October 1996 proces	Council allows Vail Alpine Garden Foundation to proceed through s with Educational Center plans at Soccer Field parking lot.				

#### Section 3: Description of the process of developing the Management Plan.

The Ford Park Management Plan process was initiated in June of 1995 in response to several development proposals which had been formally and informally discussed and as a means to solve existing park management issues. The development proposals included an Educational Center for the Betty Ford Alpine Garden, cultural/performing arts center, expansion of the tennis facility, athletic field fencing, and a community parking structure. Park management issues included parking shortage, frontage road access, pedestrian access and circulation, access for the elderly and disabled, utilization of the lower bench, conflicts between uses within the park, conflicts with adjacent property owners, and delineation of financial responsibilities. At the time the project was authorized, Council expressed concern that a new master plan for Ford Park would result in an excessive amount of new development. In response, staff noted the intention of the project was to create a Amanagement plan@ as a means to adequately and consistently evaluate development proposals, thus limiting development and protecting the character of the park.

Those organizations with a financial and managerial role along, with two neighborhood representatives, were identified as the Stakeholder Group and were invited to participate in the process. A third party facilitator was retained for the project in August of 1995. Staff members from the Town, Vail Recreation District and Alpine Garden participated in the facilitator selection process. Staff felt that a third-party facilitator would be beneficial to the project by offering a non-biased opinion and increasing Stakeholder participation. The Stakeholder Group was assembled in a series of meetings over the eight month period from August 1995 to April 1996. The meetings drew out issues, ideas, expansion proposals, and began formulating possible solutions.

Alternative design solutions addressing parking options, vehicular access, Frontage Road improvements, additional sports facilities and management policies, were presented to the public in an open house at the Gerald R. Ford Amphitheater on June 12, 1996. Citizens were asked to complete a self-guided presentation and opinion survey form. A synopsis of the open house presentation and summary of the opinion survey are included in the Appendix.

The open house presentation was a turning point in the process of developing the Management Plan. Several residents were alarmed by the alternatives included in the presentation and initiated a grass-roots movement to place a referendum on any future expansion/development within the park. This strong public reaction, combined with a lack of closure with the Stakeholders Group, prompted the Town to revise the process to include more public involvement at that time. Previously, public input was being reserved for a time when alternative plans could be presented for comment. Three Focus Group meetings with selected individuals from the community were held on September 18, 1996. Stakeholder groups were invited to submit a list of questions for inclusion in the Focus Group discussions. In round table discussion, individuals were asked to respond to a list of prepared questions regarding uses and issues associated with Ford Park. The Focus Group questions and responses are included in the Appendix. Additional public input sessions were held on October 2 and 3, 1996,, which validated the focus group responses and further refined staff=s understanding of the public perception and desire regarding Ford Park.

The combined results of the focus group and public input sessions along with a preliminary master plan framework, were presented to the Planning and Environmental Commission on October 14, 1996, and Town Council on October 15, 1996. Both PEC and Council directed staff to proceed with drafting the plan as an amendment to the 1985 Ford Park Master Plan based on the input received and presented.

## Section 4: Purpose of the Management Plan.

This document is formatted as an amendment to the 1985 Master plan (revised) for Ford Park. While some of the physical aspects of the park have changed since the adoption of the 1985 Master plan, the essential character, concept, and function of the park have remained consistent. The 1985 Master Plan, enhanced by this amendment, remains a valid document to be used in the future planning and decision-making process for Ford Park. As with all master plans, this document will have a definite life for which it remains a useful decision-making tool. The life expectancy of this plan is approximately 10 years but should remain in effect until replaced by an updated master plan document. The Ford Park Management Plan will take precedence over the 1985 Master Plan where conflicts or discrepancies occur.

The intention of the combined documents is to guide the outcome of future development proposals within Ford Park by modifying the permitted uses (1973 acquisition legislation), recommending development guidelines, limiting the number of leaseholders within Ford Park, and designating buffer/protection zones within and adjacent to the park.

The 1985 Master Plan Acknowledges some shortcomings in the overall design of the park, particularly the layout of the upper bench area and the internal pedestrian circulation system. This amendment will formulate design alternatives to these specific problem areas to correct the deficiencies that exist. This amendment will also delineate managerial, operational, and financial responsibilities between the Town and the leaseholders.

#### Section 5: Goals, Objectives, Policies and Action Steps.

Goals for Ford Park are summarized in six major goal statements. Each goal statement focuses on a particular aspect of Ford Park brought up during the stakeholder and public input portions of the Management Plan process. As one might anticipate, there is a certain amount of overlap between the goal statements. The issues concerning Ford Park are complicated and convoluted as are the solutions to these issues. It is intended that the goal statements be consistent and complementary to each other and be designed to provide a framework, or direction, for the future management of Ford Park. A series of objectives following each goal statement outline specific steps that can be taken toward achieving each stated goal. Policy statements are intended to guide decision-making in achieving each of the stated objectives in reviewing development proposals and implementing capital improvement projects. Action steps are the final measure in implementing the goal statements.

Illustrative plans following the Goals, Objective, and Action Steps are included to help explain the concepts represented by those statements. The illustrations are conceptual and are not to be considered as final design solutions.

# Goal #1:

#### Preserve and protect Ford Park.

#### **Objectives:**

1.1: Limit future development.

Action Step 1.1.1: Draft a new ordinance to exclude those uses listed in Ordinance No.6, Series of 1973, now considered to be inappropriate, and to redefine the allowable uses within Ford Park.

**Policy Statement 1:** The following uses that are allowed and prohibited for Ford Park shall take precedence over Section 18.36.030 of the Municipal Code concerning the General Use Zone District.

# Allowed Uses

- X Park and greenbelt
- X Bicycle and hiking trails
- X Children=s playground
- X Outdoor amphitheater
- X Botanical gardens
- X Environmental, educational, and historical centers
- X Picnic areas
- X Recreation and athletic facilities
- X Transportation systems and other public utility easements
- X Parking
- X Administrative offices

# **Prohibited uses**

- X Ski lift and related facilities
- X Exchange or trade
- X Civic center, convention/conference center, public schools, gymnasium, and assembly hall
- X Swimming pools
- X Equestrian trails
- X Type III and IV employee housing

**Policy Statement 2:** New or changed facilities or uses will not be permitted to curtail existing public uses of facilities in the Park unless there is either a compelling public interest or adequate alternative facilities are available to its users. All functions in the park shall be maintained and function at a high quality level.

Action Step 1.1.2: Create and attach plan sheets which outline lease areas, referred to as Exhibit A in the Vail Recreation District lease agreement and Exhibit B in the Vail Valley Foundation lease agreement, but which were never attached.

**Policy Statement 3:** The existing variety of uses and facilities in the Park will be preserved. The Town will not enter into a lease agreement with any party that does not currently hold such an agreement, hereby maintaining current leaseholder status to: Vail Valley Foundation, Vail Alpine Garden Foundation, and Vail Recreation District, or their successors.

1.2: Refine criteria for evaluating future development proposals.

Action Step 1.2.1: Update the Design Criteria and Site Guidelines included in the 1985 Ford Park Master Plan by:

a) Creating additional development guidelines for underground, low visual impact type structures, enhanced landscaping, and full and complete impact mitigation.

b) Enforcing existing criteria and guidelines to solve and/or avoid problems associated with

development projects within Ford Park.

1.3: Designate Preservation Zones within Ford Park to protect sensitive natural areas and/or buffer zones between venues areas from developmental impacts. Define allowed uses within Preservation Zone areas.

Action Step 1.3.1: Define criteria for designating Preservation Zones and their uses within Ford Park. For example, significant native vegetation, wildlife habitat, and wetlands may be criteria for designating sensitive natural areas, while grade separations and dense landscape plantings may be criteria for designating sensitive buffer zones.

Action Step 1.3.2: Delineate Preservation Zones within Ford Park.

**Policy Statement 4:** All proposed development projects shall be reviewed for compliance with Design Criteria and Site Guidelines, as well as other Town regulations, and shall be additionally judged according to the recreational, educational or social benefit they bring to the community.

**Policy Statement 5:** Functions that do not maintain high standards of quality or that diminish the experience of park users, will not be permitted.

**Policy Statement 6:** The historic qualities and natural character of the Nature Center are to be maintained.

1.4: Enhance use and preservation of the Historic School House.

Action Step 1.4.1: Negotiate a contract with the Vail Alpine Garden Foundation to open the School House for public visitation and to perform preservation activities of photographs and artifacts.

Action Step 1.4.2: Make physical improvements to the school house to enhance lighting, public access and viewing areas.

#### Goal #2:

#### Reduce vehicular intrusions in, and their impact on, the park.

#### **Objectives:**

2.1: Reduce the demand for vehicular intrusions into the park.

Action Step 2.1.1: Provide additional on-site storage facilities within the Amphitheater, Alpine Garden and Recreation District areas to reduce and control the frequency of delivery and service vehicle intrusions into the park.

Action Step 2.1.2: Improve traffic gate operations and restrictions on both the east and west access roads to eliminate unnecessary and unauthorized vehicular intrusions into the park.

Action Step 2.1.3: Construct a central trash collection facility, accessible from the South Frontage Road, to be used by all leaseholders within the park for the disposal of trash,

landscape debris, and recyclables.

**Policy Statement 7:** Vehicular encroachment into the park will be minimized. The only vehicular uses allowed in the park are for: maintenance; delivery of goods and materials too large or heavy to be carried by non-motorized means; access for people with disabilities or limited mobility; public transportation; and emergency services.

2.2: Reduce the conflicts between vehicles and park users.

Action Step 2.2.1: Coordinate delivery schedules to reduce the frequency of delivery and service vehicle intrusions into the park during peak use time periods.

Action Step 2.2.2: Improve loading dock facilities in the Amphitheater to expedite the unloading and setup for performances and to reduce the need for large vehicle parking outside of the Amphitheater area.

Action Step 2.2.3: Improve the configuration of the east access road to allow use by large delivery vehicles, thus reducing the overall number of trips on the west access road and the need for the backing and turning of large vehicles on the lower bench of the park.

### Goal #3:

### Reduce conflicts between all Ford Park venues.

### **Objectives:**

3.1: Coordinate events on all Ford Park venues.

Action Step 3.1.1: Expand the master schedule kept by the Town Clerk to include all venues within the park.

Action Step 3.1.2: Hold preseason and monthly event/activity coordination meetings.

Action Step 3.1.3: Hold semiannual (2x per year) coordination and input meetings with the Town Administrators, leaseholder representatives, and neighborhood and adjacent property owner representatives.

**Policy Statement 8:** Overlapping or simultaneous events that exceed the available community parking or other park infrastructure shall be discouraged.

**Policy Statement 9:** No one event or type of use will be allowed to dominate the usage of the Park.

**Policy Statement 10:** The Park is a Town of Vail community facility and in the case of conflicting uses, functions that best serve the interests of the community will have the highest priority. In all cases, final decisions regarding the Park rest with the Vail Town Manager.

**Policy Statement 11:** The day-to-day management and coordination of activities in the Park will be assigned to the Park Superintendent. The Park Superintendent will coordinate as necessary with a representative of:

- \$ the Town of Vail
- \$ the Vail Valley Foundation

- \$ the Alpine Garden
- \$ the Vail Recreation District
- 3.2: Improve buffers between different use areas within the park.

Action Step 3.2.1: Enhance the buffer zone between the softball fields and the amphitheater and gardens by reversing the orientation of the center and east softball fields.

Action Step 3.2.2: Enhance existing and new buffer zone areas through the addition of landscape planting.

#### Goal #4: Resolve parking and South Frontage Road access problems.

#### **Objectives:**

4.1: Develop and implement a parking management plan for Ford Park.

Action Step 4.1.1: Locate a variable message sign between the main roundabout and entrance to Village Structure for the purpose of informing drivers that close-in parking at Ford Park is restricted, at a fee, or full, and parking in the VTC is free and shuttle bus service is available.

Action Step 4.1.2: Schedule shuttle bus service from top deck of the Village Structure to Ford Park Frontage Road stop for special event/high demand days. Extend in-town shuttle bus service to Ford Park Vail Valley Drive stop.

Action Step 4.1.3: Designate drop-off parking from Frontage Road using 15 spaces north of bus stop. Enforce 5 minute time limit. Drop-off lane functions as a turn around once lot is filled. Schedule attendants on-site to manage drop-off spaces and assist users in loading and unloading.

Action Step 4.1.4: Allocate close-in parking on Frontage Road and Vail Valley Drive through reserve ticket purchases or on a fee basis. Parking attendants on-site to manage entrances and exits. Establish a ticket surcharge or parking fee price schedule which will generate sufficient funds to cover attendant and shuttle bus service costs. Fee parking is to be in effect for high-parking demand days only.

Action Step 4.1.5: Construct Frontage Road sidewalk from the Village Structure and improve sign system as necessary to accommodate pedestrian traffic to Ford Park.

**Policy Statement 12:** Adequate parking for the needs of the park are to be provided in the park and at the Village Structure.

4.2: Improve vehicular access from the South Frontage Road and improve parking lot design to maximize the number of parking spaces, aesthetics, and safety while mitigating environmental impacts.

Action Step 4.2.1: Design and construct improvements to the South Frontage Road to meet CDOT requirements for obtaining a state highway access permit.

Action Step 4.2.2: Design and construct improvements to all existing parking areas that

maximize the number of parking spaces; provide landscape buffering and treatment of storm water run-off.

### Goal #5:

Improve internal pedestrian circulation within Ford Park and the pedestrian connections between Ford Park and Vail Village.

#### **Objectives:**

5.1: Improve directional and informational signs to and within Ford Park.

Action Step 5.1.1: Develop a comprehensive sign plan to direct Ford Park visitors from central sites in the Vail Village and from each level of the Village Parking Structure to destinations within Ford Park.

5.2: Improve pedestrian routes to Ford Park.

Action Step 5.2.1: Design improvements to existing pedestrian routes that will correct grading, surfacing, and lighting and will provide resting and sitting areas.

#### 5.3: Improve internal pedestrian circulation within Ford Park.

Action Step 5.3.1: Design a central pedestrian path to enhance the connection between the upper and lower bench areas of the park.

**Policy Statement 14:** Any uses added to Ford Park in the future shall be structured to encourage users or participants to walk or ride the bus rather than drive.

**Policy Statement 15:** Pedestrian access to the Park from the Vail Village should be easy and visible. The Park shall be as pedestrian-friendly as possible.

# Goal #6: Delineate financial responsibilities among Ford Park leaseholders and the Town of Vail.

Objectives:

6.1: Formalize existing division of facility management/operation costs.

Action Step 6.1.1: Research current lease, license and use agreements for delineation of financial responsibilities.

Action Step 6.1.2: Correct inequities in utility billing procedures and distribution systems, current utility use, and payment relationships.

**Policy Statement 16:** All Ford Park leaseholders and the Town of Vail shall be required to share in common operating costs that benefit the whole park facility and as outlined in current lease or license agreements. These include but are not limited to, electrical charges for pedestrian path and parking lot lighting, trash removal charges, and regular parking lot and pedestrian path maintenance costs.

6.2: Create a cost-sharing agreement for Capital Improvement costs.

Action Step 6.2.1: Create a five year capital improvements program for Ford Park.

Action Step 6.2.2: Establish the benefit/cost relationship for capital projects to determine appropriate cost sharing agreements.

**Policy Statement 17:** Ford Park leaseholders and the Town of Vail desiring to make capital improvements within their respective lease areas shall be required to provide funding for those improvements and for subsequent modifications to those areas outside of the lease area caused by those improvements.

**Policy Statement 18:** Services, functions, and programs provided by Ford Park leaseholders, by bringing visitors to the community, generate sales tax revenues which contribute General Fund funding sources. Residents of the community which participate in those programs, contribute to the Real Estate Transfer Tax funding source through real estate transactions. Both of these funding sources can be utilized by the Town of Vail to pay for capital projects and improvements within Ford Park, reducing the need for contributions from the leaseholders.

# Section 6: Illustrative Plan Components.

This section contains the maps and drawings necessary to illustrate the physical aspects and relationships of the plan. There are 7 plan sheets at a scale of 1" = 50'. The Index sheet orients each plan sheet to the overall park layout. A 24" x 36" plan sheet at 1"=100' is included in the back of this document.

The following text for each of the 7 plan sheets offers a written description of the improvements illustrated. These drawings and descriptions are intended to illustrate the concepts of the improvements only and are not considered to be final construction documents.

#### Sheet 1: Streamwalk and West Access Road Improvements.

## Streamwalk.

Regrade eastern 370' of path to reduce existing slope of 15% to a maximum of 4.5%. Construct approximately 320' of 8' maximum height retaining wall. Replace existing vandal-prone path lights with a more vandal-resistant fixture. Install benches at 150' intervals to provide sitting and resting places.

### West Access Road.

Reduce width of road entrance from South Frontage Road from the existing 50' to 10' to reduce visual significance of this entrance. Install an automated traffic control gate. Control gate to be hand-held opener operated on the Frontage Road side and automatic loop operated on the park side. The gate is to function as an exit only gate in conjunction with the East Access Road. Install additional landscape plantings and directional and park entrance signs. Install benches at 150' intervals to provide sitting and resting places.

### South Frontage Road Walk Path.

Construct 12' concrete pedestrian/bike path along south edge of roadway from Vail Valley Drive to the West Access Road entrance. Path will be separated from the roadway by 6" curb and gutter. Construct left-hand turn lane and right-hand turn traffic island at South Frontage Road and Vail Valley Drive intersection. Install additional path lights as necessary.

# Sheet 2: Ballfield and Circulation Route Improvements.

#### Pedestrian Path.

Extend pedestrian/bike path beyond West Access Road as 10' detached pathway. Widen path between softball infields and extend beyond the Tennis Center to the proposed main park entrance. Install 300 feet of highway guardrail along South Frontage Road to protect bleachers and spectators adjacent to softball fields. Install additional path lights as necessary.

# Softball Field and Path:

Remove existing paved parking area and move eastern softball field approximately 30' north. Construct an 8' paved pedestrian path around the east and south sides of the eastern softball field to connect to the existing concrete path from the playground area. Install additional path lights and benches as necessary. Install directional signs at all path intersections. Install additional landscape plantings east and south of ballfield as a landscape buffer.

#### Sheet 3: Bus Stop / Main Entrance Improvements.

#### South Frontage Road Improvements:

Widen South Frontage Road to provide 6' bike lanes on each side, two 12' through lanes, 12' east bound right-hand turn lane, and 16' west-bound left-hand turn lane. Construct curb and gutter on both sides of the roadway. Construct raised, landscape median islands where possible to reduce the quantity of paved surface and to delineate travel lanes. (See typical cross section of median island). The turning and travel lanes indicated are in accordance with Colorado Department of Transportation (CDOT) highway access code requirements. Obtain Highway access permit form Colorado Department of Transportation.

#### Bus Stop/Drop-off.

Construct dedicated bus stop lane, accessed by an enter only drive cut from the South Frontage Road. This drive will also provide access to 15 dedicated drop-off parking spaces directly across

from the Tennis Center entrance. Install additional landscape plantings to buffer and screen parking areas from the roadways.

### Main Park Entrance.

Construct Main Park Entrance drive with one entrance and two exit lanes. Install main park entrance sign and landscape plantings at this location. Install directional signs at all pedestrian paths and intersections. Install pedestrian and roadway lights as required.

### Tennis Court Relocation.

Remove eastern court from existing bank of 4 courts. Construct new court on the western end of the existing bank of 2 courts. Excavation of the existing berm and relocation of water meter pits will be required.

# Sheet 4: Parking Area improvements.

Parking Lot.

Construct 7 disabled accessible parking spaces along east side of Tennis Complex. Expand area of existing gravel parking area by constructing two sets of tiered 4' retaining walls. Revegetate hillside with native wildflowers and shrubs. Construct 194 space paved parking lot with curb and gutter and landscape islands. Install storm water filtration system to clean water before discharge into Gore Creek. A total number of 209 parking spaces are indicated on this plan, an increase of 10 spaces. Install landscape plantings along Frontage Road and south edge of parking lot to screen and buffer parking area from adjacent roadways and neighborhoods. Install parking lot lighting as needed.

## Central Trash Enclosure.

A central trash enclosure is shown at the southwest corner of the parking lot. This is intended to be a fully enclosed building which contains a trash dumpster or compactor unit. All leaseholders will utilize the central enclosure to dispose of trash generated at each facility. No trash truck traffic will be allowed into the park.

# Sheet 5: Manor Vail Entrance Improvements.

#### Manor Vail Walkway.

Repair existing brick and concrete walkway as needed. Install Ford Park Entrance signs at intersection for walkway and Vail Valley Drive and at right-hand turn to the Manor Vail Bridge. The second entrance sign should be located where it is clearly visible from the walkway.

#### Manor Vail Bridge.

Increase the deck height of the Manor Vail covered bridge by approximately 4'. This is accomplished by removing the bridge from its footings intact, pouring an additional 4' of wall on the existing concrete footings, and resetting the bridge. Any structural improvements can be made to the bridge at that time. The 4' increase in elevation will allow the walks approaching the bridge form both directions to be reconstructed at lower grades. Replace existing pedestrian lights with vandal-proof fixtures. Install benches at approximately 150' intervals to provide sitting and resting places.

#### Sheet 6: East Access Road Improvements.

#### Access Gate.

This entrance is intended to function as the primary service vehicle entrance to the Lower Bench.

Install Automated traffic control gate at Intersection with parking lot. Gate will be hand-held opener operated on the parking lot side and roadway loop operated on the park side. This will be an enter and exit access point. Reconstruct existing access road to a 15' width at a maximum of 7.9% slope. Construct approximately 160' of 8' maximum height retaining wall along uphill side of the road. Install benches at approximately 100' intervals to provide sitting and resting places. Install additional path lights and directional signs as needed.

# Amphitheater loading Dock.

Construct an additional 12' x 35' loading bay on the south side of the amphitheater to accommodate performance deliveries. The additional loading bay will reduce vehicle traffic during peak park use times and reduce the need for parking outside the managed amphitheater area.

# Sheet 7: South Entrance Improvements.

Soccer Field Parking.

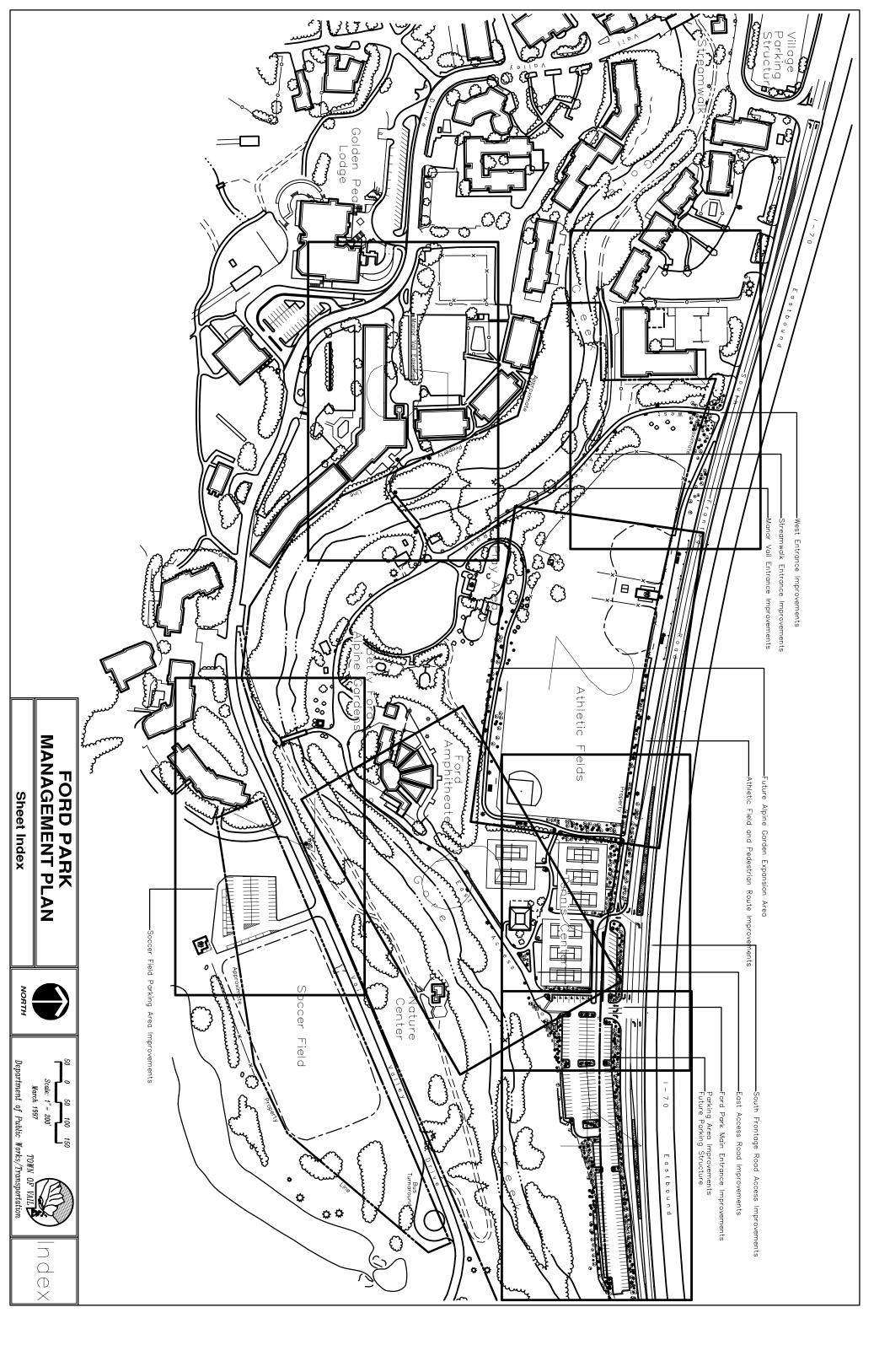
Improve the Soccer Field parking lot driveway entrance and restripe the existing lot to maximize the number of parking spaces. The Soccer Field lot is noted as the future site of the Alpine Garden Foundation=s Education Center pending development review process approval.

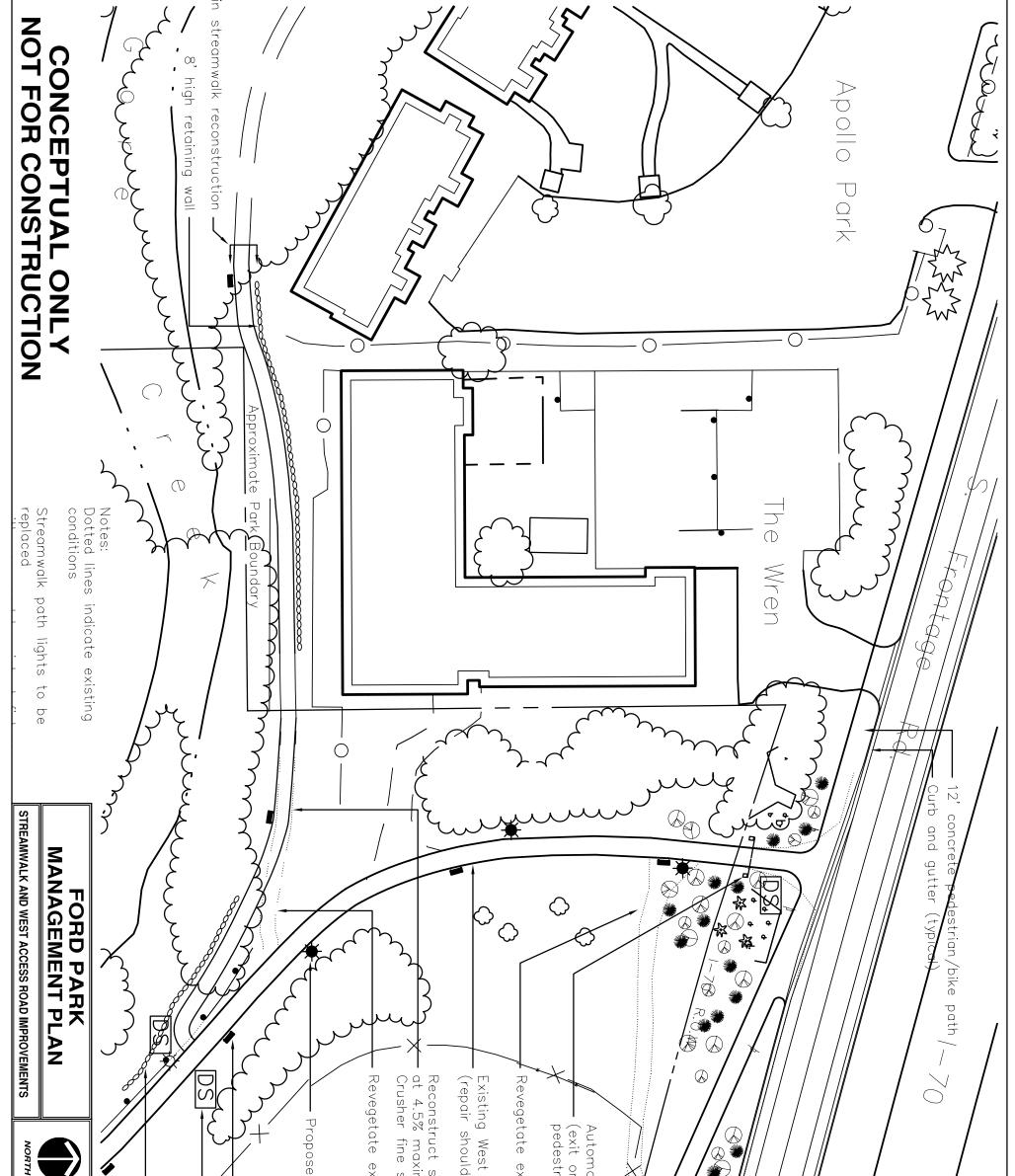
# Section 7: Capital Improvements Plan for Ford Park.

This section outlines a five to ten year plan for making physical improvements to the park. The final list of projects will be reviewed and coordinated with Ford Park leaseholders, and adjacent property owners and must be validated through open public participation. Ford Park projects and improvement costs are eligible for Real Estate Transfer Tax funds and grant funding through Great Outdoors Colorado.

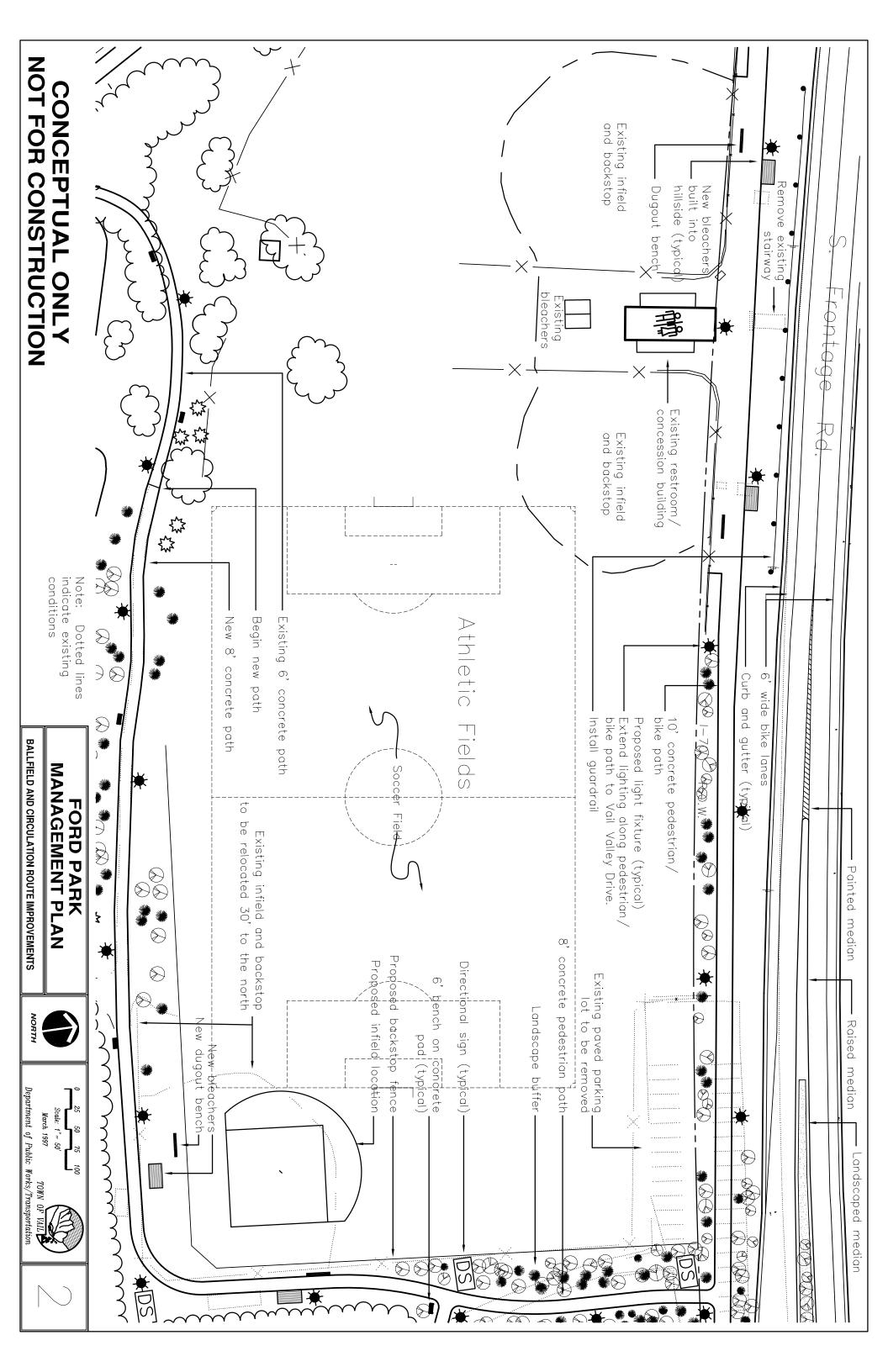
# Preliminary list of projects:

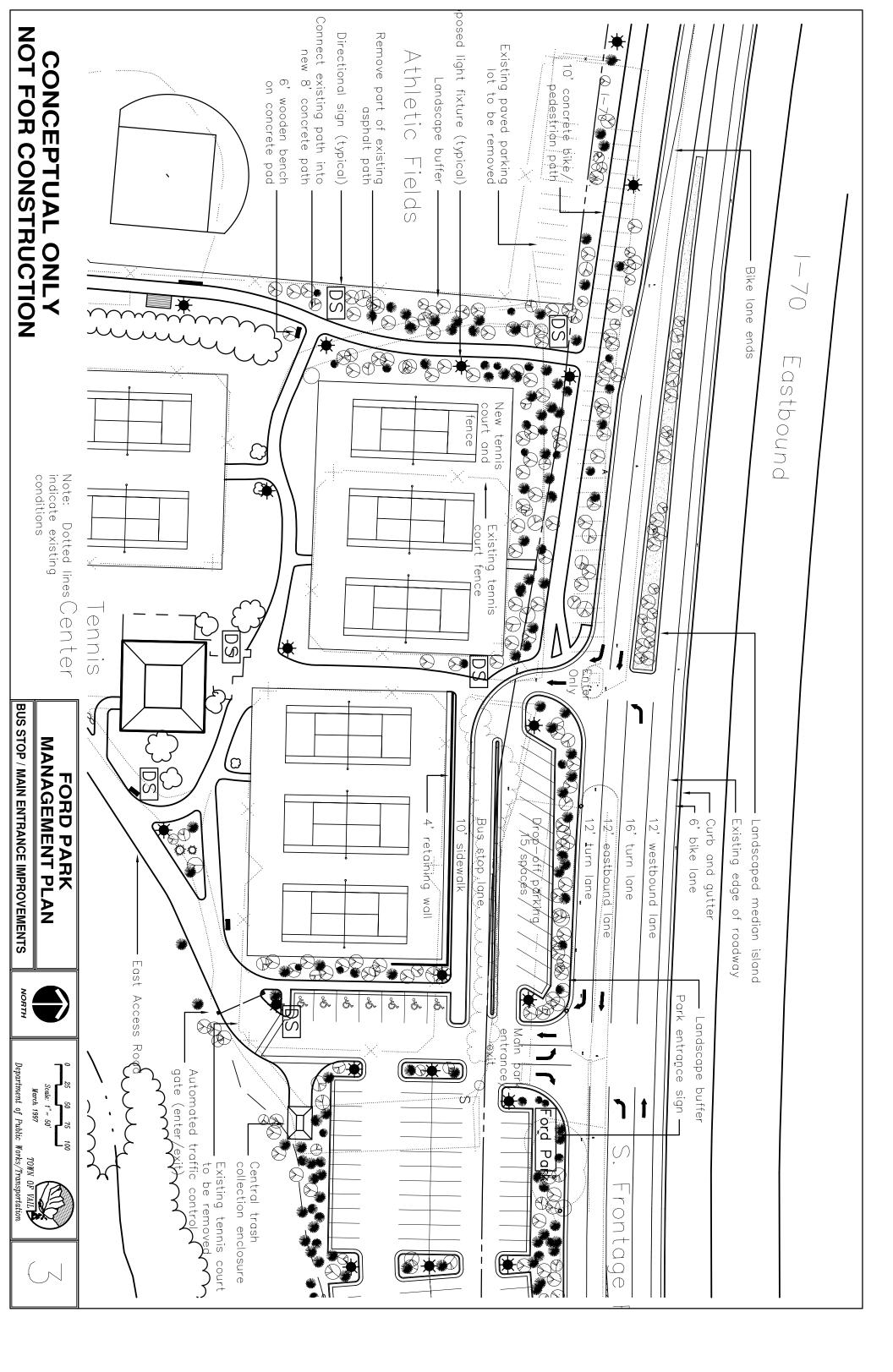
- 1. Streamwalk reconstruction.
- 2. Streamwalk path light installation.
- 3. Directional sign package design and installation.
- 4. Additional site furnishings installation.
- 5. West Access Road control gate installation and landscaping.
- 6. South Frontage Road pedestrian/bike path construction.
- 7. Relocate eastern softball field.
- 8. Internal pedestrian path construction.
- 9. South Frontage Road accel/decel lane construction.
- 10. Relocate tennis court.
- 11. Bus stop, parking lot, and main entrance improvements construction.
- 12. Central trash enclosure design and construction.
- 13. Manor Vail walkway repair and sign installation.
- 14. Manor Vail bridge and path reconstruction.
- 15. East Access Road improvement construction.
- 16. East Access Road control gate installation.
- 17. Amphitheater loading dock design and construction.
- 18. Athletic Field parking lot improvement construction.
- 19. Nature Center trail reconstruction.

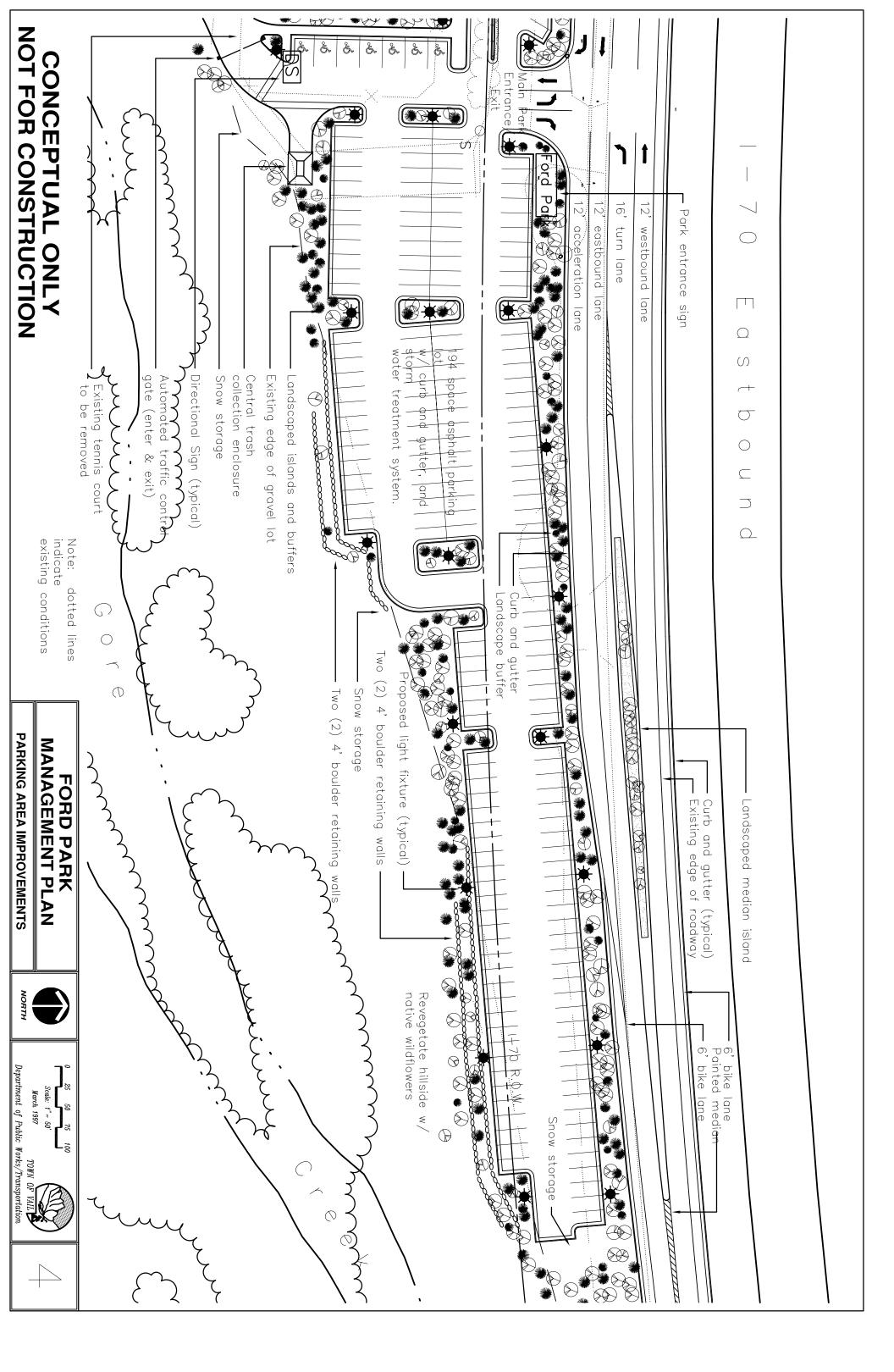


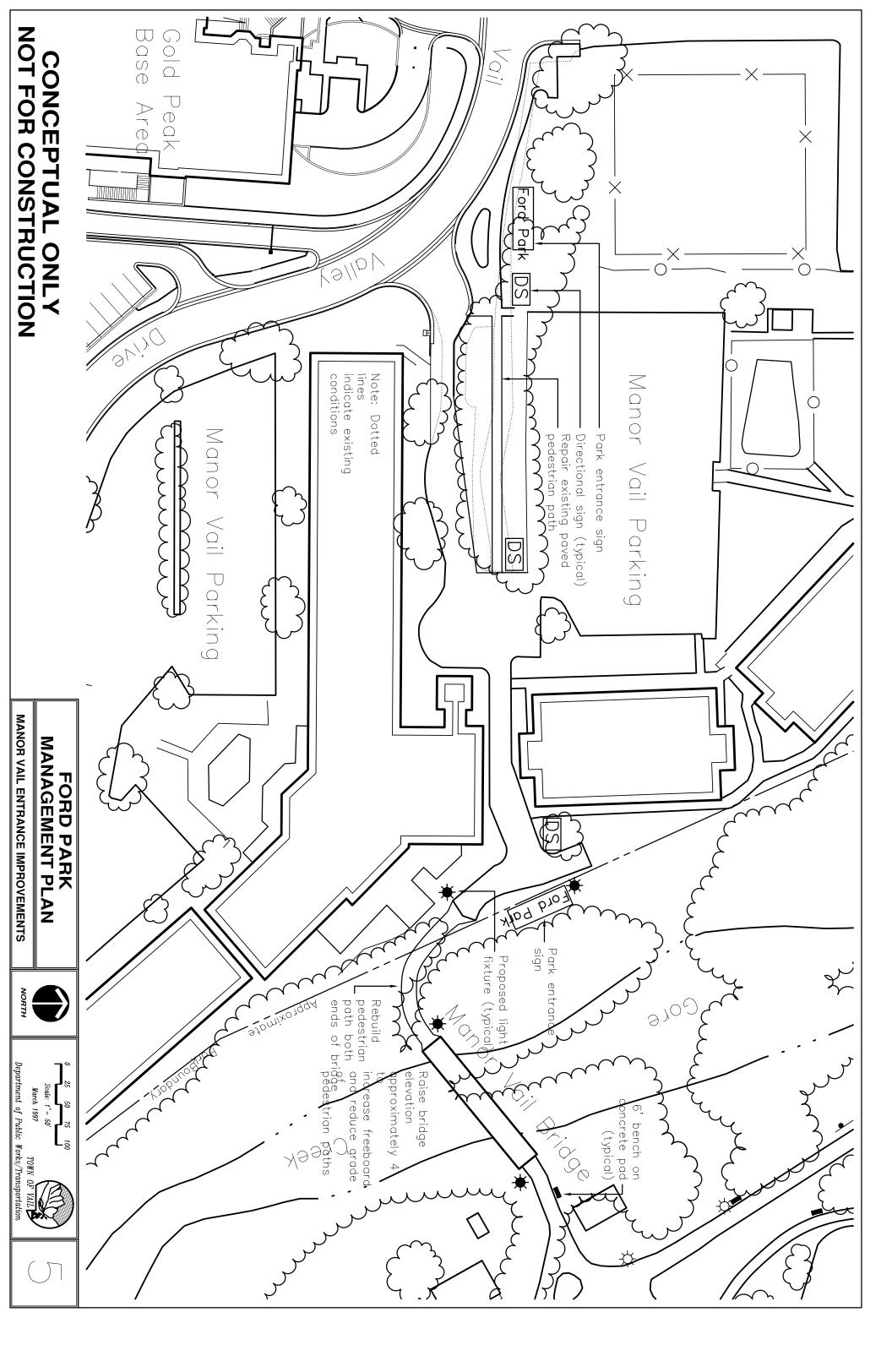


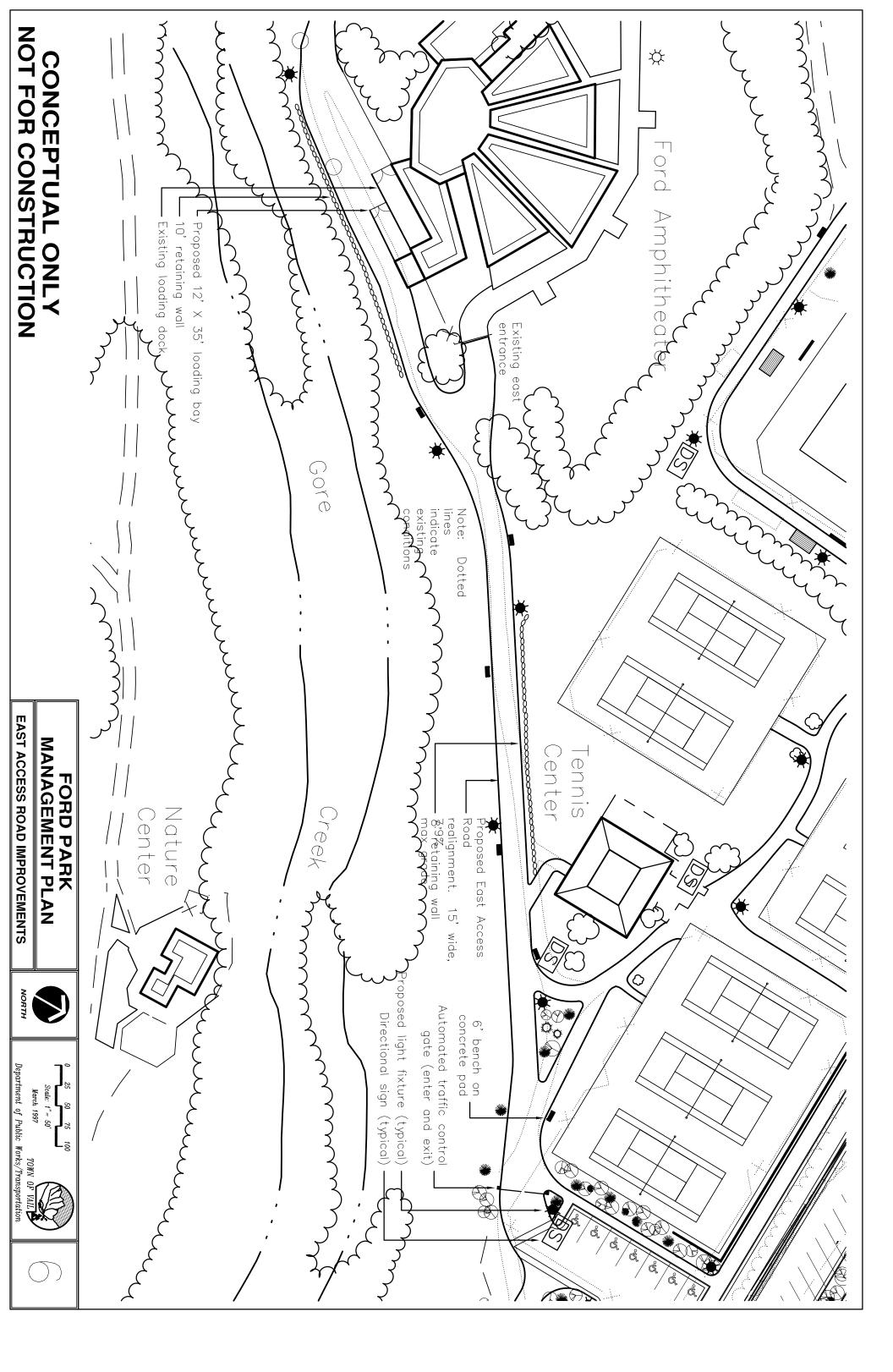
6' bench on concrete pad (typical) Directional sign (typical) Directional sign (typical) & high retaining wall Soule: 1'= 50' March 1997 Department of Public Works/Transportation	ed light fixture (typical)	$\mathcal{P}$
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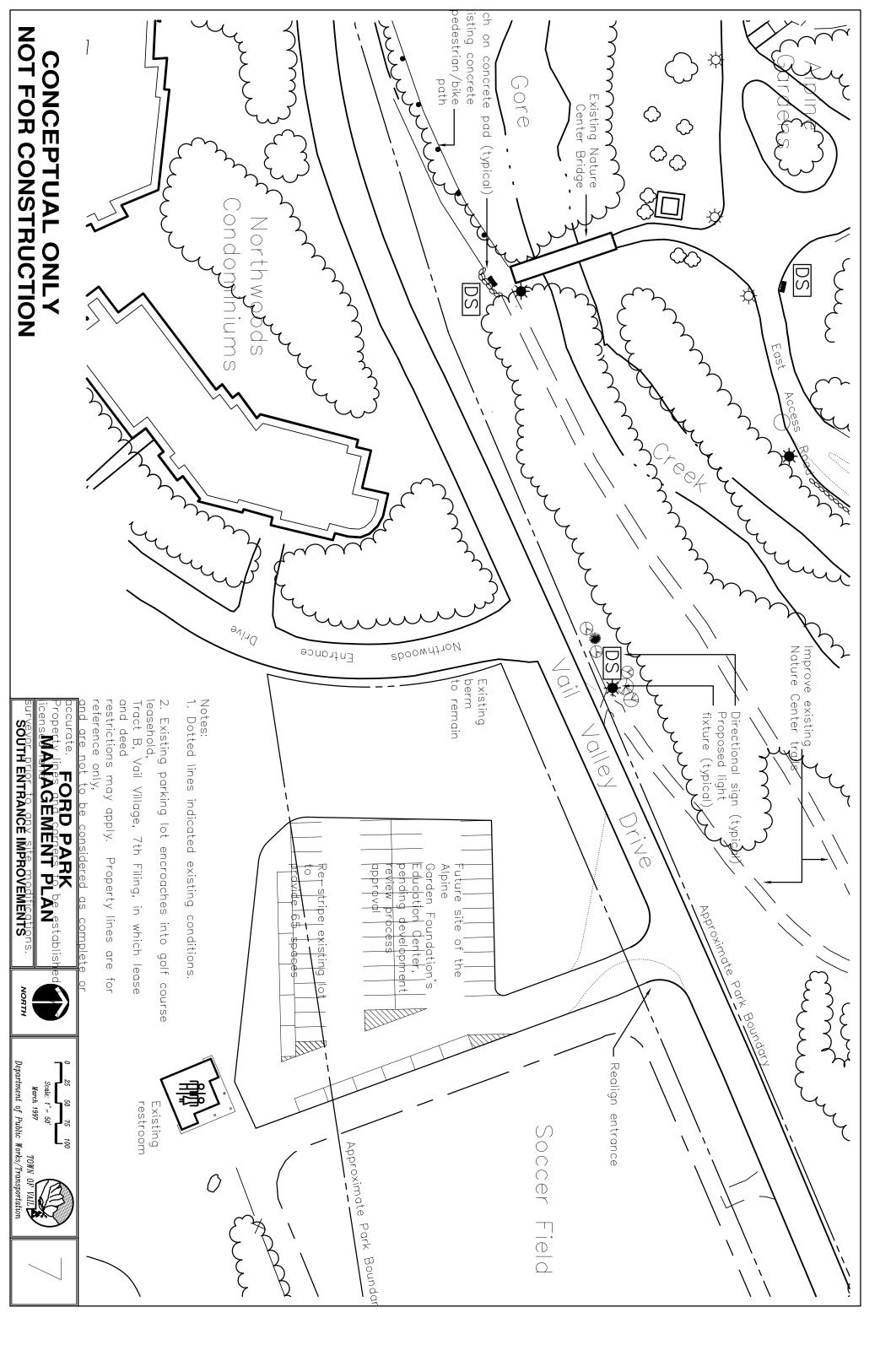


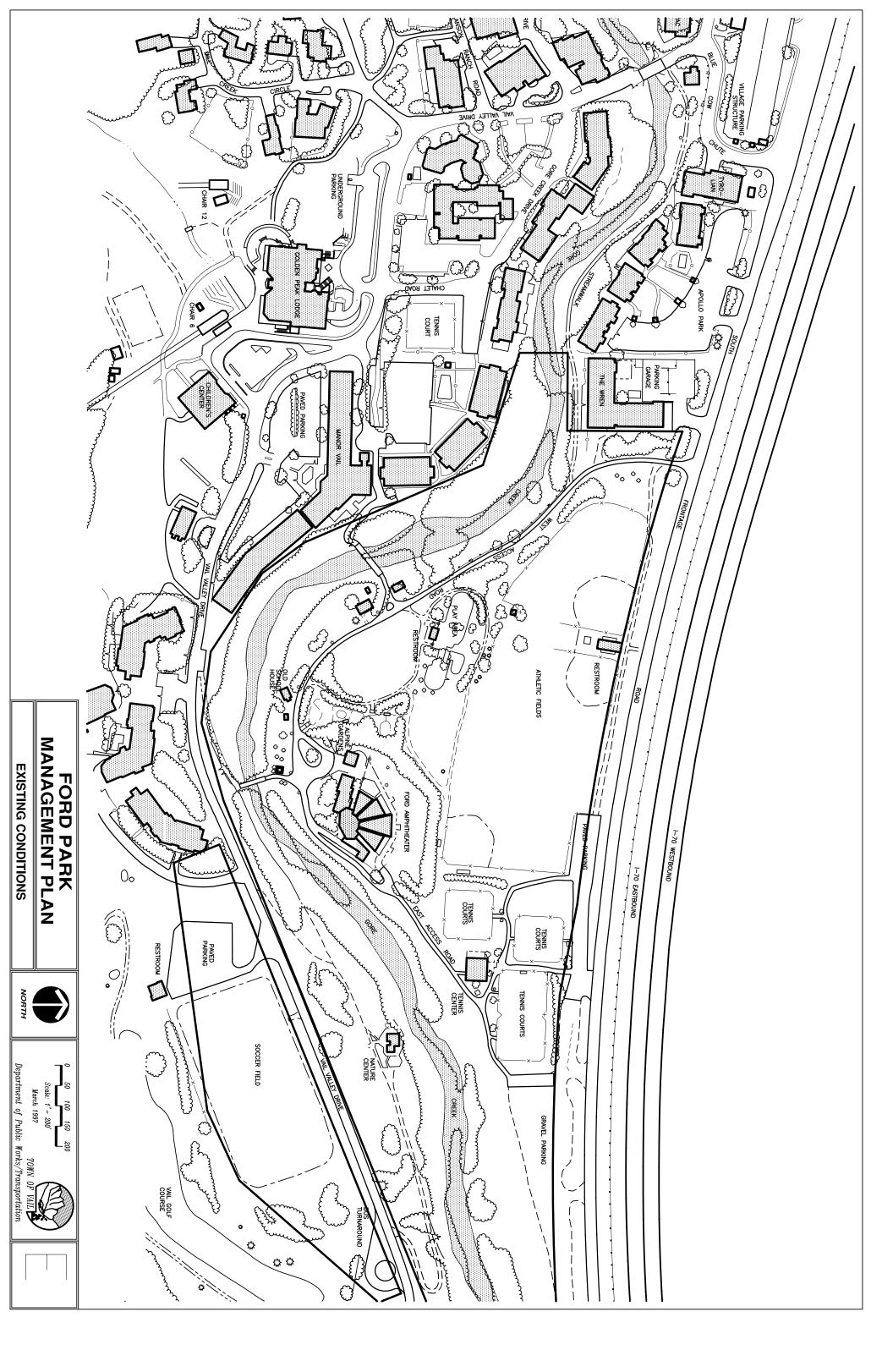












# Section 8: Appendix.

This section contains copies of the following pertinent legislative and legal documents concerning Ford Park.

Legislation:

- X Ordinance 6, Series of 1973. Acquisition of Antholz Ranch.
- X Resolution 1, Series of 1977. Property named Gerald R. Ford Park.
- X Resolution 19, Series of 1985. Adoption of 1985 Master plan.
- X Resolution 27, Series of 1987. Preservation of Nature Center.
- X Resolution 44, Series of 1988. Master plan amendment.
- X Resolution 46, Series of 1988. Approving VRD Lease.

Legal Documents:

- X Vail Recreation District Lease, 1989
- X Amendment to VRD Lease, 1990
- X Vail Recreation District Lease, 1993
- X Vail Valley Foundation Agreement, 1987
- X Letter extending VVF Lease, 1991
- X Letter extending VVF Lease, 1994
- X Manor Vail Easement Agreement, 1991
- X Manor Vail Easement, Eagle County record, 1991
- X Vail Alpine Garden Foundation License Agreement, 1994

Other Documents:

- X Ford Park Amphitheater Parking and Transit Study, 1979
- X Open house presentation information, 1996
- X Focus Group questions, 1996
- X Focus Group responses, 1996
- X Public input session comments, 1996

#### ORDINANCE NO. 6 Series of 1973

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AN ORDINANCE AUTHORIZING THE CONDEMNATION OF CERTAIN REAL ESTATE LOCATED WITHIN THE TOWN OF VAIL, COUNTY OF EAGLE, STATE OF COLORADO; DESCRIBING THE REAL ESTATE TO BE ACQUIRED BY EMINENT DOMAIN AND CONDEMNA-TION PROCEEDINGS; AUTHORIZING THE TOWN ATTORNEY AND SPECIAL LEGAL COUNSEL TO INSTITUTE LEGAL PROCEEDINGS FOR THE CONDEM-NATION OF THE SUBJECT PROPERTY; SETTING FORTH PUBLIC AND MUNICIPAL PURPOSES AND USES FOR THE REAL ESTATE TO BE CONDEMNED; AND SETTING FORTH MATTERS AND DETAILS IN RELATION THERETO.

WHEREAS, the Town Council for the Town of Vail has determined that it is necessary and appropriate for the public health, safety and wellbeing of the town to acquire real estate for the purpose of creating municipal facilities for the use and benefit of the residents of the Town of Vail; and

WHEREAS, the Town Council has determined that only by acquiring the property described in this ordinance can it properly provide the municipal facilities referred to herein as well as to preserve for the inhabitants of the Town cultural, educational, and recreational facilities such as theaters, civic centers, parks, swimming pools, ski lifts, tennis courts, and other facilities of similar character and purpose; and

WHEREAS, the Town Council has determined that the only real estate undeveloped and still available for acquisition for the purposes set forth in this ordinance is a parcel of land lying within the corporate boundaries of the Town of Vail, consisting of approximately 39 acres, more or less, and being owned by the Manor Vail Development Co.; and

WHEREAS, the Town Council and its duly appointed representatives have diligently negotiated to purchase and acquire said real estate and having failed to reach an agreement regarding the purchase of said property now deems it necessary and appropriate to take action by virtue of the Town's power of eminent domain to condemn said real estate;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF VAIL, COLORADO, THAT:

#### SECTION 1. Authorization to Condemn Real Estate.

The Town Attorney and special counsel for the Town of Vail are hereby authorized and directed to proceed forthwith to initiate condemnation proceedings in accordance with the applicable law for the State of Colorado and the Charter for the Town of Vail by virtue of the power of eminent domain conferred upon the Town of Vail by the Constitution of the State of Colorado, state statutes and Charter. The description of the property authorized to be acquired by condemnation is as follows:

Commencing at the Northwest corner of the Northeast one-quarter of Section 8, Township 5 South, Range 80 West of the Sixth Principal Meridian, County of Eagle, State of Colorado; thence S.00°01'06"E. and along the West line of said Northeast one-quarter 583.82 feet to a point of intersection with the Southerly right of way of Interstate Highway No. 70; thence continuing along the aforesaid course 347.62 feet to the true point of beginning; thence continuing along the aforesaid course 118.33 feet to a point of intersection with the Northerly line of Vail Village, Seventh Filing; thence along the sinuosity of said Northerly line:

S.74°03'32"E., 297.79 feet; S.19°57'03"E., 455.47 feet; S.40°47'03"E., 171.46 feet; S.54°51'34"E., 206.78 feet; S.82°25'03"E., 179.91 feet; N.75°32'26"E., 201.18 feet; N.66°20'56"E., 581.89 feet; N.68°32'31"E., 861.23 feet; N.72°29'19"E., 223.43 feet to a point of intersection with the East line of said Section 8;

thence N.02°30'30"E. and along said East line 267.62 feet to a point of intersection with the Southerly right of way line of Interstate Highway No. 70; thence Westerly along said Southerly right of way line and along a curve to the right having a radius of 5923.00 feet, a central angle of 10°21'20", an arc distance of 1070.51 feet to a point of tangent (the chord of said curve bears S.88°14'25"W. a distance of 1069.02 feet); thence N.79°45'29"W. and along said Southerly right of way 227.00 feet to a point of curve; thence along said Southerly right of way and along a curve to the right having a radius of 5900.00 feet, a central angle of 10°22'00", an arc distance of 1067.50 feet to a point of tangent; (the chord of said curve bears N.78°53'39"W. a distance of 1066.10 feet); thence N.71°38'54"W. and along said tangent and along said Southerly right of way 124.00 feet; thence S.00°01'06"E., 284.59 feet; thence S.89°58'54"W., 189.81 feet to the true point of beginning; containing 1,650,243.48 square feet or 37.655 acres, more or less.

#### SECTION 2. Public and Municipal Purposes.

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The Town Council hereby declares that the public and municipal purposes compelling the determination to acquire the property described in Section 1 by condemnation are as follows:

- a. for park and greenbelt purposes,
- b. to preserve the natural and physical character of the area to be condemned,
- c. for bicycle, equestrian and hiking trails,
- d. for children's playgrounds,
- e. for performing arts and civic center,
- f. for a ski lift and related facilities,
- g. for picnic areas,
- h. for recreational facilities such as tennis courts, swimming pools, gymnasium, ice skating rink,
- i. for theater and assembly halls, convention center, public schools,
- j. for possible exchange or trade of the condemned land, or a portion thereof, with other property which may more exactly meet the needs of the Town.
- k. to construct and maintain water works, transportation systems, and other public utilities relating to the public health, safety and welfare.

#### SECTION 3. Severability of Provisions.

If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance; and the Town Council for the Town of Vail hereby declares it would have passed this ordinance and each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more parts, sections, subsections, sentences, clauses or phrases be declared invalid.

INTRODUCED, READ, APPROVED AND ORDERED PUBLISHED THIS \_\_\_\_\_\_\_\_\_ day of March, 1973.

TOWN OF VAIL Mavo

ATTEST:

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INTRODUCED, READ, ADOPTED AS AMENDED, AND ORDERED PUBLISHED THIS  $\frac{1}{2} \sqrt{2}$  day of April, 1973.

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TOWN OF VAIL

By\_/ Mayor

ATTEST:

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Town Clerk

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#### RESOLUTION NO. 1 Series of 1977

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF VAIL, NAMING THE ANTHOLZ PROPERTY THE GERALD R. FORD PARK AND STATING CERTAIN MATTERS IN RELATION THERETO

WHEREAS, Gerald R. Ford has brought to the Town of Vail his interest and his encouragement;

WHEREAS, Gerald R. Ford has shown through his private life and his public life a commitment to recreation, the environment and places set aside therefor;

WHEREAS, the Town of Vail is indebted to Gerald R. Ford the man and Gerald R. Ford the President of the United States for his contribution to this community; and

WHEREAS, the Town Council believes that a statement of the community's appreciation and respect for Gerald R. Ford is appropriate and called for;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF VAIL, COLORADO, THAT:

The appreciation of the Council and the residents of the Town of Vail is hereby expressed to President Gerald R. Ford for his interest in and contribution to the Town of Vail, and as an expression thereof, that property commonly referred to as the Antholz Park is hereby named the Gerald R. Ford Park.

INTRODUCED, READ, APPROVED, AND ADOPTED, this 18th day of January, 1977.

Mayor Pholyon

ATTEST:

#### RESOLUTION NO. 19 Series of 1985

#### A RESOLUTION ADOPTING THE FORD PARK MASTER PLAN

WHEREAS, the Town Council considers it a priority to develop the Ford Park Master Plan; and

WHEREAS, the Town Council is of the opinion that the plan has a general purpose to guide the coordinated development of the park in accordance with effective park design, recreation and cultural needs of the community and efficient expenditure of public funds for park improvements; and

WHEREAS, the Ford Park Master Plan provides for recreational and cultural uses, access, and enjoyment of Ford Park by citizens and guests of of Vail;

WHEREAS, it is important to the success of the community to make every effort to maximize the use of the Town of Vail's recreational and cultural facilities and resources; and

WHEREAS, it is in the public interest to create a Ford Park Master Plan to allow for the orderly and effective development of the Town of Vail's park land.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF VAIL, AS FOLLOWS: <u>Section\_1</u>.

The Vail Town Council hereby adopts the Ford Park Master Plan.map.

APPROVED	AND	ADOPTED	THIS	6th	_day of	August	, 1985.
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•					- <del>1</del>	Den y y	0
					rau	R. Johnston,	mayor

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Pamela A. Brandmeyer, Town Clerk

#### RESOLUTION NO. 27 Series of 1987

A RESOLUTION FOR THE PRESERVATION AND MAINTENANCE OF THE VALL NATURE CENTER

WHEREAS; the Vail Nature Center is located on seven (7) acres of ground along the south bank of the Gore Creek, in the south section of Ford Park, and

WHEREAS; the Vail Nature Center is a valuable resource to the town of Vail in that it provides the Town with a natural preserve, an interpretive center, self-guided trails and environmental and educational programs, and

WHEREAS; the Vail Nature Center serves as an educational tool and example to demonstrate preservation and conservation of the natural environment, and

WHEREAS; the Town Council of the Town of Vail is desirous of establishing general policies to maintain, preserve and enhance the appeal of the Vail Nature Center.

NOW, THEREFORE, be it resolved by the Town Council of the Town of Vail, that:

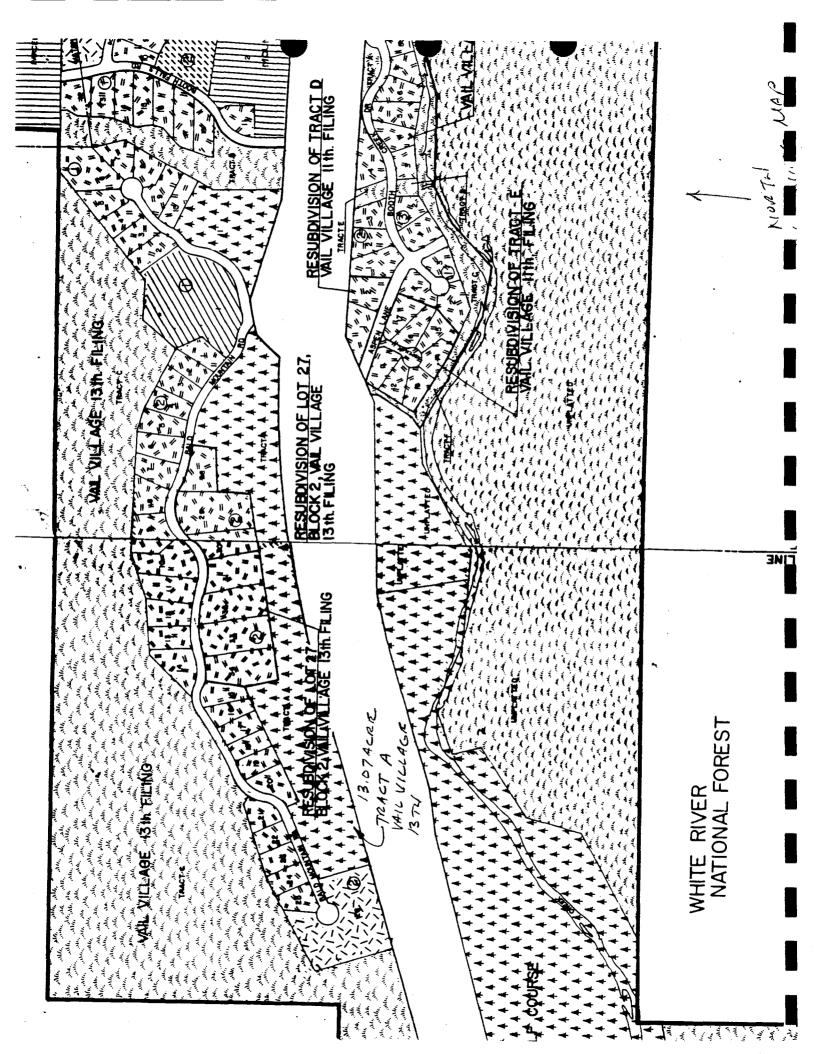
The following policies shall establish general guidelines for the maintenance, enhancement and future development of the Vail Nature Center:

- 1. The seven (7) acres designated as the Vail Nature Center will be preserved in their natural state as an example of the Gore Valley's natural history.
- 2. The Center will remain accessible only via the foot paths (4 self guided trails). Vehicle access will be prohibited with the exception of delivery of items too cumbersome or heavy to be manually delivered to the Center.
- 3. The Policies and Procedures manual of the Vail Nature Center addresses in detail the goals and objectives of the Vail Nature Center and the maintenance record for the grounds and facility. Staff procedures for appropriate care, preservation and maintenance of the Center's building and grounds are listed in detail in this manual.
- 4. Substantial changes to the building and grounds must be reviewed by the Town Council and other applicable Town review agencies.

INTRODUCED, READ, APPROVED AND ADOPTED, this 3rdday of November , 1987.

Emel A. Orandmeru Town Clerk Mayor

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#### RESOLUTION NO. 44 Series of 1988

A RESOLUTION AMENDING THE FORD PARK MASTER PLAN

WHEREAS, the Vail Town Council and Vail Metropolitan Recreation District believe that the amendments to the Ford Park Master Plan provide for a more effective way to develop Ford Park for the benefit of the Vail community; and

WHEREAS, the Vail Town Council and Vail Metropolitan Recreation District are of the opinion that the Phase I amendment to utilize the on-site tennis courts with a provision to add an additional four courts and the Phase II amendment to locate the aquatic facility on the eastern softball field are in accordance with effective park design and recreational needs of the community and efficient expenditure of public funds for park improvements; and

WHEREAS, the amendments to the Ford Park Master Plan provide for recreational uses, access, and enjoyment of Ford Park by citizens and guests of Vail; and

WHEREAS, it is important to the success of the community to make every effort to maximize the use of the Town of Vail's recreational facilities and resources.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF VAIL, COLORADO, AS FOLLOWS:

#### Section 1.

The Vail Town Council hereby adopts the Phase I and Phase II amendments to the Ford Park Master Plan as drawn by THK Associates, September 21, 1988.

APPROVED AND ADOPTED THIS <u>6th</u> DAY OF <u>December</u>, 1988.

ent Kent R. Rose, Mayor

ATTEST: Pamela A. Brandmeyer, Town Clerk ,

#### RESOLUTION NO. 46 Series of $198\overline{8}$

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A RESOLUTION APPROVING A SERVICE AGREEMENT BETWEEN THE TOWN OF VAIL AND THE VAIL METROPOLITAN RECREATION DISTRICT.

WHEREAS, the Town of Vail ("the Town") and the Vail Metropolitan Recreation District ("the District") have provided and presently provide recreational programs and services to the inhabitants and guests of the Town; and

WHEREAS, after a long period of discussion and negotiation, it is the desire of both parties to provide for the provision of all such services by the District; and

WHEREAS, the Town and the District are authorized by the Constitution and the Statutes of the State of Colorado, including C.R.S. 29-1-203, as amended, to enter into intergovernmental agreements to govern the provision of such services to the inhabitants and visitors of the Town; and

WHEREAS, the parties wish to enter into the agreement attached hereto as Exhibit A and made a part hereof by reference providing for the provision of such recreational programs and services by the District to the Town, and setting forth details in regard thereto.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF VAIL, COLORADO:

1. The service agreement between the Town and the District attached hereto as Exhibit A be hereby approved.

2. The Town Manager be hereby authorized to execute said agreement, and all employees, officers, and agents of the Town of Vail to take all steps necessary to put said agreement into effect.

INTRODUCED, READ, APPROVED AND ADDPTED this 20th day of December, 1988.

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Rose, Mayo

ATTEST: Emele A. Over amun Pamela A. Brandmeyer, Town Clerk Gilly of at

## TOWN OF VAIL/VAIL METROPOLITAN RECREATION DISTRICT AGREEMENT

THIS AGREEMENT is made and entered into this  $\underline{\partial 4}$  day of  $\underline{January}$ 1988, by and between the TOWN OF VAIL, COLORADO, a Colorado municipal corporation, hereinafter referred to as "the Town," and the VAIL METROPOLITAN RECREATION DISTRICT, a Colorado quasi-municipal corporation, hereinafter referred to as "the District".

WHEREAS, the Town and the District provide recreational programs and services to the inhabitants and guests of the Town; and

WHEREAS, it is the desire of both parties to provide for the provision of all such services by the District; and

WHEREAS, the Town and the District are authorized by the Constitution and Statutes of the State of Colorado, including C.R.S. 29-1-203, as amended, to enter into governmental agreements to govern the provision of such services to the inhabitants and visitors of the Town.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. PURPOSE

It is the general purpose of this Agreement to transfer the management and provision of all recreational services for the inhabitants and visitors of the Town of Vail to the District. It is intended that such a transfer shall be financially neutral to the Town and that all financial benefits and costs will accrue to the District.

2. SERVICES TO BE PROVIDED BY THE DISTRICT

The District shall provide to the Town recreational programs and services. Such services and programs shall be of high quality and shall be of sufficient

diversity and scope to meet the recreational needs of the inhabitants of the Town and the visitors thereto.

# 3. REAL PROPERTY AND IMPROVEMENTS THEREON

A. The Town grants the District a license to use the following real estate, and improvements thereon set forth below and more particularly described in Exhibit A attached hereto (the Premises):

- i) John Dobson Ice Arena and Environs
- ii) Upper Floor of the Old Town Shop, except the Police Weight Room
- iii) Youth Center
- iv) Nature Center
- v) Upper Bench of Ford Park
- vi) Public Tennis Courts
- vii) Athletic Field

subject to the following terms and conditions:

1) Use of Premises

The premises shall be primarily used for recreation programs and services except as otherwise provided for herein. The District shall permit the Town to use the Upper Bench of Ford Park for skier parking during the ski season. The Town, at its sole cost, shall repair any damage to the Park caused by such parking.

2) <u>Utilities</u>

The District shall pay all charges for gas, electricity, light, heat, power, and telephone, or other communications services used, rendered, or supplied upon or in connection with said premises and shall indemnify the Town against any liability or damages on account of such charges.

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## 3) Access to the Premises

The Town and its agents shall have the right to enter in or on the premises to examine them, to make and perform such alterations, improvements, or additions that the Town may deem necessary or desirable for the safety, improvement, or preservation of the premises.

## 4) Alterations by the District

The District shall make no alterations, additions, or improvements in or to the premises without the Town's prior written consent. All such work shall be performed in a good and workmanlike manner, and all alterations, additions, or improvements upon the premises shall, unless otherwise agreed at the time the Town's consent is obtained or unless the Town requests removal thereof, become the property of the Town.

#### 5) <u>Maintenance</u> and Repairs

The District shall take good care of the premises and the fixtures and improvements therein including without limitation, any storefront doors, plateglass windows, heating and air conditioning systems, plumbing, pipes, electrical wiring and conduits, and at its sole cost and expense perform maintenance and make repairs, restorations, or replacements as and when needed to preserve them in good working order and first class condition. The District's obligation for repair and replacement shall include all interior, exterior, nonstructural, ordinary and extraordinary, unforeseen and foreseen repair, snow removal, and rubbish removal, landscaping and lawn care. The Town shall replace all plumbing facilities and equipment installed for the general supply of hot and cold water, heat, air conditioning, and electricity when such replacement is necessary to keep the property and improvements functioning properly, when the cost of the replacement thereof exceeds five thousand dollars (\$5,000). The repair, maintenance and replacement of the refrigeration system for the ice surface in the Dobson Ice Arena

-3-

shall be the sole responsibility and cost of the District. The Town shall not be responsible for the replacement of any equipment damaged by the willful acts or negligence of the District. The District shall develop a maintenance schedule for each respective improvement used pursuant to this Agreement, which schedule shall be subject to the approval of the Town. The District shall keep a log setting forth actual maintenance performed at the Dobson Ice Arena. The log shall be kept in the same manner as presently maintained by the Town prior to the effective date hereof.

6) <u>Assignment</u>

This license shall be non-assignable and the District shall not mortgage, hypothecate, or encumber any of the facilities set forth herein without the prior written consent of the Town in each instance.

# 7) Damage to or Destruction of Premises

If any of the licensed premises are damaged by fire or other cause so that they may not be used for the purpose which they were intended and the repair or replacement of such premises shall require substantial cost, the Town may elect not to repair such damage and this license shall automatically terminate as it relates to said damaged or destroyed premises effective as of the giving of notice by the Town of such election.

8) <u>Injury to Person or Property</u>

a) The District covenants and agrees that the Town, its agents, servants and employees shall not at any time or to any extent whatsoever be liable, responsible or in any way accountable for any loss, injury, death or damage to persons or property or otherwise which at any time may arise in connection with the premises or be suffered or sustained by the District, its agents, servants or employees, or by any other person rightfully on the premises for any purpose whatsoever, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission or negligence of the District, its

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agents, servants or employees or of any occupant, subtenant, visitor or user of any portion of the premises, or shall result from or be caused by any interference with or obstruction of deliveries to the premises by any person or by the loss or destruction by any person of furniture, inventory, valuables, files or any other property kept or stored on or about the premises or by any other matter or thing unless resulting solely from the negligence or willful misconduct of the Town, its agents, servants or employees. The District shall forever indemnify, defend, hold and save the Town free and harmless of, from and against any and all demands, claims, causes of action, liabilities, losses, damages or judgments on account of any of the foregoing provided that this indemnity shall not extend to damages resulting solely from the negligence or willful misconduct of the Town, its agents, servants or employees. The foregoing obligation to indemnify shall include indemnification to the Town for all costs, expenses and liabilities (including, but not limited to, attorneys fees) incurred by the Town in investigating and defending any of the matters covered hereby.

b) The Town, its agents, servants and employees shall not be liable for injury, death or damage which may be sustained by the improvements, betterments, persons, goods, wares, merchandise or property of the District, its agents, servants, employees, invitees or customers or any other person in or about the premises caused by or resulting from fire, explosion, falling plaster, steam, electricity, gas, water, rain or snow, leak or flow of water, rain, or snow from or into part of the building or from the roof, street, subsurface or from any other place or by dampness of from the breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures of the building or the premises.

-5-

### 9) End of Term

Upon the expiration or other termination of this Agreement, the District shall promptly quit and surrender to the Town the premises in good order and first class condition, ordinary wear excepted. The District shall remove such alterations, additions, improvements, fixtures, equipment, and furniture as the Town shall require.

# 10) Compliance with All Laws and Regulations

The District agrees not to use or permit the premises to be used for any purpose or in any fashion prohibited by the laws of the United States, or the State of Colorado, or the ordinances or regulations of the Town of Vail including the Town's no smoking ordinance, Ordinance No. 11, Series of 1988.

B. In addition to the recreational premises set forth in this Agreement, the Town further grants a license to the District to utilize the offices they are presently utilizing at the time of the signing of this Agreement in the Vail Public Library for continued use as office space only, subject to the terms and conditions set forth in Section 3A hereof, except that the District shall not pay utility costs for said offices which costs shall be the responsibility of the Town. The Town further grants the District the right to utilize ten (10) parking spaces on the land commonly known as the Mud Lot. The right to use said parking spaces may be terminated by the Town upon the giving of thirty (30) days written notice of such termination to the District.

C. The Town currently leases from third parties the following premises for recreational purposes:

- a) Red Sandstone Gym
- b) Potpourri Day Camp

The Town shall attempt to assign said leases to the District subject to any restriction on assignment contained in said leases.

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# 4. EQUIPMENT

A. The Town hereby transfers to the District for its use during the term hereof the personal property, equipment, and vehicles set forth in Exhibit B hereof.

B. Except as otherwise provided for herein, the District shall furnish and supply all necessary labor, supervision, equipment, motor vehicles, office space, operating and office supplies necessary to provide the Town with the services contemplated hereunder. All equipment and vehicle maintenance costs shall be the sole responsibility of the District.

# 5. <u>SERVICES PROVIDED BY THE TOWN</u>

The Town shall provide the District with financial and computer services as set forth in Exhibit C attached hereto and made a part hereof by reference. In addition, the Town shall provide the District with planning services subject to such control and provisions as the Town deems appropriate. The District shall pay no charge for ordinary ongoing day-to-day planning services, but for services which the Town in its sole discretion deems extraordinary, the District shall pay a rate as shall be agreed upon by the parties on a case by case basis. Throughout the term of this Agreement the Town shall have the right to use the Apple computer located in the District office on the date of execution hereof or any replacement or substitute therefor, at all reasonable times.

### 6. <u>HEALTH INSURANCE</u>

The District shall be liable for eleven and one-half percent (11.5%) of accrued liabilities of the Town's health insurance plan existing on December 31, 1987 based on the number of eligible District and Town employees as a percentage of the plan's total eligible employees.

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# 7. CONTROL OF THE JOHN DOBSON ICE ARENA

The parties understand the John Dobson Ice Arena is a multi-use facility utilized for both recreation and other purposes by the Town, and further understand

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the Arena is subject to certain terms and conditions contained in a Deed of Gift between the Town and the Websters, a copy of which is attached to this Agreement as Exhibit D. The District agrees not to violate any of the terms and conditions of said Deed of Gift during the term hereof. The District's use of the Arena pursuant to this Agreement shall be subject to all outstanding agreements between the Town and third parties for or relating to the use of the Arena. The District agrees that during the term hereof the District shall allow the following organizations the right to use the Arena free of charge. The District shall allow other nonprofit corporations which are located in the Upper Gore Valley to use the Arena for events that provide a social or cultural benefit to the Town for a fee equal to the costs and expense of staging the event.

- Battle Mountain High School for graduation ceremonies

The District agrees to use its best efforts to maximize the use of the Arena for conventions, meetings, conferences, concerts, and other income producing events during the period it is not required to use the Arena for ice skating by the Deed of Gift. During the term of this Agreement, the Town shall have the right to use the Dobson Ice Arena for a total of thirty (30) days during each year of the term hereof for whatever purposes it deems appropriate upon the giving of thirty (30) days written notice of such use to the District. The Town may exercise twenty (20) of said days between March 15 and December 15, and ten (10) of said days between December 15 and March 15. The Town shall be responsible and shall have the right to negotiate all terms and conditions of any activity or event the Town wishes to use the Arena for during said thirty (30) days. The District shall be entitled to receive the gross receipts or rent produced by any such event less all expenses and costs thereof.

If the Town makes a good faith decision at a public meeting that the welfare of the Town and its inhabitants requires that the Dobson Arena be utilized

-8-

entirely for purposes other than recreation, it shall give notice thereof to the District. The District shall have ninety (90) days from the giving of such notice to vacate the premises in accordance with the provisions set forth in paragraph 3A(9) hereof.

#### 8. RECREATION PLAN

During the month of February, 1989, at a regular or special meeting of the Town Council of the Town of Vail, and during each subsequent February during the term of this Agreement, the District shall present a recreation plan to the Town Council detailing the District's fees, budget, plans and programs for the forthcoming year. The Town Council shall be given the opportunity to critique the plan and suggest changes in the plan to the District. The District shall give due consideration to all requests of the Town regarding the plan. The District shall base its recreational program for the forthcoming year on said plan.

# 9. FINANCIAL CONTRIBUTIONS

The Town shall contribute to the District the sum of five hundred twenty-two thousand thirty-three dollars (\$522,033) as set forth in Exhibit E hereof for each year during the term of this Agreement to be used by the District exclusively for the provision and development of recreational services, programs, and facilities to the Town. If the Coors Classic is not held within the Town and if the District does not provide Fourth of July youth programs during any year hereof, the contribution of the Town shall be reduced accordingly. This contribution shall be made to the District for each year during the term hereof as follows:

- A. January 4%
- B. February 2%
- C. March 15%
- D. April 6%
- E. May 6%

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F. June - 6%

G. July - 15%

H. August - 14%

I. September - 10%

- J. October 10%
- K. November 6%
- L. December 6%

No later than two (2) years from the date hereof the District will hold an election and submit a mill levy increase to the authorized voters of the District. The mill levy increase shall be sufficient to increase the District's annual tax revenues in an amount equal to the Town's annual contribution provided for in this paragraph. Should the mill levy increase be approved, the Town shall take all steps necessary to reduce its mill levy so its tax revenues are reduced by an amount equivalent to the District's increase.

In any year during the term hereof in which the Town decreases its general fund expenditure budget subsequent to January 1 of any fiscal year, the Town's contribution to the District shall be proportionately reduced.

In any year in which the Town reduces its budget by decreasing its general fund expenditures five percent (5%) or greater than the expenditures in the previous year's budget due to a fiscal emergency occasioned by severely reduced sales tax revenues or extraordinary expenditures, the Town's contribution to the District shall be proportionately reduced.

#### 10. GOLF, TENNIS, AND SKATING PASSES

The Town will be charged by the District at the residential rate in effect at the time for each time a Town employee plays golf or tennis. However, the Town shall not be charged a total amount for any employee in excess of the respective cost then in effect for a resident golf or tennis pass. The District shall provide skating passes for Town employees at no cost.

11. <u>DEBT</u>

The Town shall be solely responsible for all debt related to recreation facilities owned by the Town existing on the effective date of this Agreement. All financing for recreational purposes occurring subsequent to the effective date of this Agreement shall be agreed upon by the Town and the District on a case by case basis.

# 12. DISTRICT BOUNDARIES

The District and the Town will use their best efforts to take whatever steps are necessary to make the boundaries of the District and the Town coterminous.

13. PERSONNEL

The Town and the District and their respective officers, agents, and employees shall fully cooperate so as to facilitate the performance of this Agreement. The provision of recreational services and programs as contemplated in this Agreement, the hiring, firing, and discipline of District employees shall be the responsibility of the District. No person employed by the District, in accordance with this Agreement, shall have any right to Town benefits including health insurance and pension. The District, however, may invest pension funds with the Town subject to such conditions as may be established by the Town and permitted by law. The Town shall not be liable for the payment of any salaries, wages, or other compensation to any District personnel performing recreation services pursuant to this Agreement, nor for any obligation of the District other than provided for herein. Nothing herein shall obligate the Town to be liable for the injury or sickness of any District employee arising out of his/her employment.

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# 14. LIABILITY AND INSURANCE

A. The Town, its officers, and employees shall not be deemed to assume any liability for the intentional or negligent acts, errors, or omissions of the District or of any officer, agent, or employee thereof. Likewise, the District, its officers, and employees shall not be deemed to assume any liability for the intentional or negligent acts, errors, or omissions of the Town or of any officer or employee thereof.

B. The District agrees to indemnify, defend, and hold harmless, to the extent allowed by law, the Town, its respective agents, officers, servants, and employees of and from any and all loss, costs, damage, injury, liability, claims, liens, demands, action, and causes of action whatsoever, arising out of or related to the District's intentional or negligent acts, errors, or omissions, or that of its agents, officers, servants, and employees, whether contractual or otherwise. Likewise, the Town agrees to indemnify, defend, and hold harmless, to the extent allowed by law, the District, its respective agents, officers, servants, and employees of and from any and all loss, costs, damage, injury, liability, claims, liens, demands, action, and causes of action whatsoever, arising out of or related to the Town's intentional or negligent acts, errors, or omissions, or that of its agents, officers, servants, and employees, whether contractual or otherwise]

C. The District and the Town shall respectively provide their own public liability, property damage, and errors and omissions insurance policies sufficient to ensure against all liability, claims, and demands or any other potential liability arising from this Agreement. Further, the District and the Town, respectively, shall name, subject to the approval of each respective party's insurance carriers, the other respective party as a coinsured under such insurance policies and to the extent of any potential liability arising under this Agreement and, upon reasonable written request, shall furnish evidence of the same to the

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other respective party. In any event, each party respectively shall procure and maintain the minimum in insurance coverages listed below. All coverages shall be continuously maintained to cover all liability claims, demands, and obligations assumed by the parties hereto. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

a) Workman's Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract.

b) General Liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations and shall include coverage for bodily injury, broad form property damage, personal injury, blanket contractual, products, and completed operations.

c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) aggregate with respect to each of the parties owned, hired or non-owned vehicles used in the performance of services hereunder.

d) Errors and Omissions insurance with minimum limits of one million dollars (\$1,000,000) each claim and one million dollars (\$1,000,000) aggregate.

e) If the District obtains a liquor license to serve wine, beer, or intoxicating liquors, it shall obtain liquor liability insurance with limits of one million dollars (\$1,000,000) each claim and one million dollars (\$1,000,000) in the aggregate.

Failure of either party hereto to maintain policies providing the required coverages shall constitute a material breach of this contract, upon which the non-breaching party may immediately terminate this Agreement.

### 15. EFFECTIVE DATE

This Agreement shall become effective on the first day of January, 1989.

### 16. TERMINATION

A. Unless sooner terminated as provided for herein, this Agreement shall terminate on December 31, 1993. Nothing contained herein shall be deemed to prevent or estop the Town during the term of this Agreement from taking action to dissolve the District pursuant to Section 32-1-701 C.R.S., as amended.

B. Upon termination of this Agreement as set forth herein, the District's license to use Town real property and all improvements thereon shall cease as provided for in paragraph 3A(9) hereof. In addition, the District shall convey to the Town all equipment, vehicles, and personal property set forth on Exhibit B which had been previously transferred to the District. In the event that any such equipment, property, or vehicles had been replaced by the District, the District shall convey to the Town such replacement.

17. MISCELLANEOUS PROVISIONS

A. No modification or waiver of this Agreement or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

B. This written Agreement embodies the whole Agreement between the parties hereto and there are no inducements, promises, terms, conditions, or obligations made or entered into either by the Town or the District other than those contained herein.

C. This Agreement shall be binding upon the respective parties, their successors or assigns.

D. All agreements and covenants herein are severable, and in the event that any of them shall be held invalid by a court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreement or covenant were not contained herein.

E. The District and the Town have represented to each other that each possesses the legal ability to enter into this Agreement. In the event that a court of competent jurisdiction determines that either of the parties did not possess the legal ability to enter into this Agreement, this Agreement shall be considered null and void as of the date of such court determination.

F. Any notices to be sent to the parties pursuant to the terms of this Agreement shall be mailed to the following addresses:

Town Manager Town of Vail 75 South Frontage Road Vail, CO 81657

# Chairman Vail Metropolitan Recreation District 292 West Meadow Drive Vail, CO 81657

G. This Agreement shall not be deemed to confer or grant to any third party any right to claim damages or bring any legal action or claim against either the District or the Town because of any breach hereof or of any covenant, condition, or provision contained herein.

IN WITNESS WHEREOF, the Town and the District have executed this lease as of the date first set forth above.

TOWN OF VAIL, a Colorado municipal corporation

Bv:

Rondall V. Phillips, Town Manager

VAIL METROPOLITAN RECREATION DISTRICT, a Colorado quasi-governmental corporation

ímothy R. Garton, Chairman

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	FAFMSTR	Fixed Asset	C1 5	; Serial					<b>A</b> · · · .			
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I	0000700056	ICE SKATES	11		BUPLISKAT				01-01-79	2, 513_63		
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: 7	0000900074	PHONOGRAPH PLAYER	29		TEAC	13300SX		6200			
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#### EXHIBIT C

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FINANCIAL/COMPUTER SERVICES THE TOWN WILL PROVIDE FOR VMRD FOR A FEE

# PURCHASING AND CASH DISBURSEMENTS

1

Input Claims Print Checks Prepare Hand Checks Prepare Checks for Signing Review Checks and Backup Mail Checks File Checks and Stamp Paid

#### PAYROLL

Master File Updates Print and Distribute Time Sheets Time Sheet Preparation Input Time Verify Batch Totals Input Voids and Handwrites Run a Trial Register and Verify Print and Sign Checks Run Reports Maintain Payroll Personnel Files Process Payroll Advances Quarterly Reports Preparation of W-2's

#### CASH RECEIPTS

Review Daily Sheets and General Ledger Posting Ice Arena General Recreation Nature Center Tennis Courts Golf Deposits Make the Bank Deposits (For Recreation and Ice Arena) Pick up money at Ice Arena and Recreation Department Daily Monday-Friday

# CASH MANAGEMENT

Track Interest Income Reconcile Bank Accounts

COMPUTER

Provide Necessary Computer Time Daily Backups (Mainframe only) Upgrades to Financial Software Including GL, AP/PO, CC, PR, AR, FA System Maintenance Query into Accounts Payable, Accounts Receivable, and General Ledger, Payroll/Personnel and Fixed Asset Software Programs

#### OTHER

Reconcile any Hotel and Convention Advance Deposits Prepare Sales Tax Return Reconcile other General Ledger Accounts Review Month End General Ledger Maintain Fixed Asset Ledger as information is provided by VMRD Invoice Miscellaneous Charges

TOWN OF VAIL FEE

Total 1989 fee for these services will be \$33,375. The Town will bill VMRD in equal monthly installments of \$2,781.25. VMRD is to let the Town know on an annual basis, by mid-July, what financial/computer tasks they want the Town to provide for the next year. The Town will then provide VMRD the next years cost for those services.

-

FINANCIAL/COMPUTER SERVICES VMRD WILL PERFORM FOR THEMSELVES

CASH RECEIPTS

Receipt Cash Through the Register Close the Register and Prepare Daily Cash Sheet Collect Bad Checks and Bad Debts

PURCHASING CASH DISBURSEMENTS

Purchase Order Preparation Print Purchase Orders and Distribute Distribute Mail Obtain Purchase Order Authorization Vouch the Invoices Reconcile Monthly Vendor Statements Sign Checks

#### PAYROLL

Payroll Audit per FLSA

COMPUTER

P.C. Repairs and Maintenance Software Maintenance on Parks and Recreation Programs and Requested Upgrades

#### PURCHASE OF FORMS

VMRD is responsible for the procurement and payment of their own payroll and accounts payable checks, time sheets, computer paper and any other necessary forms.

# ONGOING FINANCIAL/COMPUTER RELATED SERVICES TOV WILL PROVIDE FOR AN ADDITIONAL FEE

Financial/computer related services not included in standard fee to VMRD but the Town will provide upon request for a fee of \$30 per hour, adjusted annually.

Meeting Attendance Financial Planning Budget Control Preparation of Month-end Treasurer's Report Contract Administration Preparation of Annual Budget Audit Preparation Financial and Computer Training Cash Flow Projections Document, Design and Maintain Accounting Systems for Good Internal Control Maintain Cash Ledger Invest Excess Cash

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# ONE-TIME SERVICES AND PURCHASES

The Town will perform these one-time services for VMRD at an hourly rate of \$20 plus any direct equipment or service costs.

Set up New Accounts with Budget History (1987-1988) Data Transfer Employee Master File Information to VMRD Fixed Asset Input and Reconciliation for VMRD Assets (prior to January 1, 1989) Set up Independent Cash Receipting System Dot Matrix Printer (estimated cost \$4,000-\$7,000) Pension Plan Document and Trust Agreement Modifications to Quarterly Benefit Statement and Reports Personnel Systems and Processes

OTHER -

VMRD will maintain a printer at the recreation offices to:

Print Purchase Orders Print Financial Reports Print Daily Cash Reports

VMRD is responsible for all their own procurement of supplies and materials.

The pay phones in the Ice Arena and the Teen Center shall continue to exist with the Town per its multi-year agreement with U.S. Transcommunications, Inc. U.S. West pay phones shall remain the responsibility of recreation.

If the Town performs VMRD's financial services as described herein, then VMRD agrees to bank at the same bank as the Town. The Town and VMRD may contract together for banking services in order to maximize savings.

The Town shall notify the District Manager in a timely manner of any violations of policies or procedures established by the District. The Town Controller shall be notified if any changes are made to policies and procedures established by the District.

The Town's accounting staff shall not be held liable for errors and irregularities that may occur if they acted prudently and in conformance with the District's written accounting policies and procedures, or if the District has not provided for written accounting policies and procedures.

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VMRD shall set up separate accounts with vendors and notify them that all invoices and statements be mailed directly to VMRD's post office box.

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# Estimate of Costs to Provide Accounting Services for the Proposed Vail Metropolitan Recreation District

COMP TOTAL BILL RATE DOLLAR AVERAGE APPLICATION VMRD COMP HOURS HRS PER EMP AMOUNT ANNUAL BILL RATE TASKS TASKS RQD PER MO. PER MO. PER HOUR PER MO. RATE PER HOUR Furchasing and Cash Disbursements: P.O. preparation 18 х Х Print P.O.s & distribute X х 5 Distribute mail х Obtain authorization X Vouch the invoice х Reconcile mo. stmts X Input claims X 32 32.00 \$13.00 \$416.00 Write checks X 1 1.00 \$13.00 \$13.00 Hand checks X 10 10.00 \$13.00 \$130.00 Prepare chks for sig 2.00 \$11.00 \$22.00 Sign checks X Review chks & backup 4.00 \$22.75 \$91.00 Mail chks 4.00 \$11.00 \$44.00 File checks & stamp paid 4.00 \$11.00 \$44.00 66 57.00 \$760.00 \$9,120.00 \$13.33 ===== ========= ================= Payroll: Master file updates X 3 3.50 \$16.25 . \$55.88 Print & distribute time sheets X 4 3.50 \$11.00 \$38.50 Time sheet prep 7 Х 12.00 \$11.00 \$132.00 Input time х 1 7.00 \$13.00 \$91.00 Verify batch totals 2 X 1.50 \$16.25 \$24.38 Input voids and handwrites X 1 1.50 \$16.25 \$24.38 ~ Run a trial register verify Х 1 3.00 \$11.00 \$33.00 Print & sign checks Х 1 3.00 \$13.00 \$39.00 Run reports 3 х 2.00 \$11.00 \$22.00 Misc duties (Maintain personnel files) Х 5.00 \$16.25 \$81.25 Process advances Х 2.50 \$16.25 \$40.63 Quarterly reports X \$125.00 Prepare W-2's X \$110.00 23 44.50 \$583.00 \$6,996.00 \$13.10

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# Estimate of Costs to Provide Accounting Services for the Proposed Vail Metropolitan Recreation District

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APPLICATION TASKS			COMP HOURS PER MO.	HRS	BILL RATE PER EMP PER HOUR		ANNUAL	AVERAGE BILL RATE PER HOUR
Cash receipts:								
Receipt cash thru the register Close the register and	x		40			-		
prepare daily sheet	x -							
Collect bad checks	X							
Review daily sheets & post G.L. Ice arena			-					
Gen Rec		X	8	15.00	\$11.00			
Nature center		x	8 3	5.00	\$11.00			
Tennis courts		X X	3 4	3.00				
Golf deposits		X	4	3.75 5.50	-	\$41.25		
Pick up daily cash Ice & Rec		^	L	5.50		\$60.50 \$60.50		
Make the bank deposit Ice & Rec				20.00	\$13.00			
						#200.00	· -	
			68 ======	57.75		675.25	\$8,103.00	\$11.69
Cash management:							=	
Track interest income				1.00	\$13.00	\$13.00		
Reconcile bank accts				4.00				
Review bank rec's				0.50	\$22.75	\$11.38		
			-	5.50		76.38	- \$916.50	\$13.89
Other accounting activities			=		:	==========		
Reconcile hotel advance deposits				0.50	\$16.25	\$8.13	•	-
Invoice misc charges				1.50	\$16.25	₽8.13 \$24.38	~	
Prepare sales tax return				1.00	\$16.25	\$15.25		
Reconcile other G.L. accts				2.00	\$16.25	\$32.50		
inancial reports		x	2	1.00	\$11.00	\$11.00		
eview general ledger				1.50	\$22.75	\$34.13		
Maintain fixed asset records		× _	2	2.00	\$13.00	\$26.00		
			4	9.50	-		\$1,828.50	\$16.04
		=					· ·	
otal computer hours			161		\$1.75	\$281.75	\$3,381.00	
otal computer maintenance (% of Actual	Control		====					
Pension administration (% of Actual Cos	ts)					\$200.00	\$2,400.00 \$395.00	
MACFR01							\$33,375.00	
invituation in the second s								

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# FIRST ADDENDUM TO TOWN OF VAIL/VAIL METROPOLITAN RECREATION DISTRICT AGREEMENT

THIS ADDENDUM is made and entered into this X day of august1990, by and between the TOWN OF VAIL, COLORADO, a Colorado municipal corporation, hereinafter referred to as "the Town," and the VAIL METROPOLITAN RECREATION DISTRICT, a Colorado quasi-municipal corporation, hereinafter referred to as "the District."

WHEREAS, the Town and the District entered into a certain Agreement dated January 24, 1989, dealing generally with the provision of recreational programs and services to the inhabitants and guests of the Town by the District (the "Agreement"); and

WHEREAS, the parties wish to amend certain provisions of the Agreement and Exhibit E attached to the Agreement and incorporated therein.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

Commencing on January 1, 1990, the amount of the financial contribution 1. made by the Town to the District shall be increased from five hundred twenty-two thousand thirty-three dollars (\$522,033) to the sum of five hundred forty-three thousand two hundred forty-three dollars (\$543,243).

Commencing on January 1, 1990, Exhibit E of the Agreement is hereby amended 2. to read as set forth in the Exhibit E attached hereto and made a part of this Addendum by reference.

Commencing on January 1, 1990, paragraph 5 is amended to provide for the 3. following additional services to be provided by the Town to the District:

Ford Park

- Irrigation (1990 only)
- Trash Removal (non-special event only)
- Flower Planting and Maintenance in Current Beds at Tennis Courts
- Hand Mowing around Tennis Courts
- Repair Irrigation System

Golden Peak - Trash pickup Golf Course - Flower Planting and Maintenance in Current Beds - Plowing - Sweeping Dobson Ice Arena - Flower Planting and Maintenance in Current Beds - Mowina Red Sandstone School - Plowing - Sanding Special Events - Races (only for similar events and races as actually held in 1989) - Street Sweeping - Police

- Setting Courses/Blockades

4. The provision in paragraph 9 of the Agreement which provides that no later than two (2) years from the date of the commencement of the Agreement the District will hold an election and submit a mill levy increase to the authorized voters of the District sufficient to increase the District's annual tax increases in an amount equal to the Town's annual contribution is hereby deleted.

5. In addition to any contributions of the Town set forth in the Agreement or this Addendum, and any expenses to be paid by the District set forth in the Agreement and this Addendum, each party shall pay those recreation related expenses which they respectively paid prior to the execution of the Agreement.

6. Except for the amendments set forth in this Addendum, all other provisions of the Agreement shall remain unchanged and in full force and effect.

WHEREFORE, the parties have signed this Addendum on  $\underline{Curguest \hat{\mathcal{E}}}$ .

TOWN OF VAIL, a Colorado municipal copportation V. Phillips, Town Manager

VAIL METROPOLITAN RECREATION DISTRICT, a Colorado quasi-governmental corporation

Bv:

Ken Wilson, Chairman

-2-

# EXHIBIT E

# Detail of TOV Payment to VMRD for

# Provision of Recreation Services

# ITEM

# PAYMENT AMOUNT

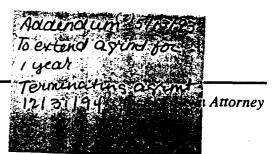
TOV Recreation Subsidy	\$475 DOD
Office Support Expenses	\$476,383
Unemployment Insurance Costs	5,850
Personal Computer Repair & Maintenance	2,500
Software Maintenance	500
Fourth of July Youth Event	788
Current VMRD Management Fees	8,000
New VMRD Management Fees	(29,234)
Zamboni Replacement	33,375
Pefnigenation Fault	3,196 *
Refrigeration Equipment Replacement	5,700 *
Parking Passes	1,200
Park Maintenance	
Workers Compensation Insurance	23,000
Property Insurance	15,970
Advertising for Vacant Positions	(4,893)
Phone Services	225
	683
TOV Payment to VMRD	\$543,243

\* This amount will be supplemented by a one-time payment of \$7,500 for the Zamboni and \$12,000 for the refrigeration equipment.

4) 16 16



75 South Frontage Road Vail, Colorado 81657 303-479-2107 / FAX 303-479-2157



April 20, 1993

Mr. Ken Wilson, Vail Recreation District 292 West Meadow Drive Vail, CO 81657

RE: TOV/VRD Addendum to Agreement dated January 24, 1989

Dear Ken:

Enclosed is a fully executed original copy of the above referenced agreement for your files.

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

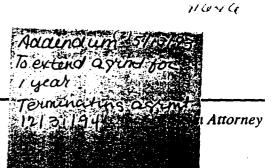
Yours truly,

Larry A. Eskwith Town Attorney

LAE/dd



75 South Frontage Road Vail, Colorado 81657 303-479-2107/FAX 303-479-2157



April 20, 1993

Mr. Ken Wilson, Vail Recreation District 292 West Meadow Drive Vail, CO 81657

RE: TOV/VRD Addendum to Agreement dated January 24, 1989

Dear Ken:

Enclosed is a fully executed original copy of the above referenced agreement for your files.

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

Yours truly,

Larry A. Eskwith Town Attorney

LAE/dd

#### ADDENDUM TOWN OF VAIL/VAIL RECREATION DISTRICT

THIS ADDENDUM is made and entered into this  $\underline{/3}$  day of  $\underline{/h4 /}$ , 1993'by and between the Town of Vail, Colorado, a Colorado municipal corporation hereinafter referred to as "the Town" and the Vail Recreation District, a Colorado quasi-municipal corporation hereinafter referred to as "the District."

WHEREAS, the Town and the District entered into a certain Agreement dated January 24, 1989, dealing generally with the provisions of recreational programs and services to the inhabitants and guests of the Town by the District ("the Agreement"); and

WHEREAS, the Agreement was amended by the First Addendum to the Agreement dated August 8, 1990; and

WHEREAS, the parties again wish to amend certain provisions of the Agreement to provide for the extension of the Agreement for another year and to provide for the District to hold an election in May, 1994, to present before the voters of the District the ballot issue to raise the mill levy of the District and lower the mill levy of the Town as more specifically provided herein.

NOW THEREFORE, in consideration of the mutual promises contained herein the parties agree as follows:

1. Paragraph 16 of the Agreement is hereby amended to read as follows:

Paragraph 16 - Termination

A. Unless sooner terminated as provided for herein, this Agreement shall terminate on December 31, 1994. Nothing contained herein shall be deemed to prevent or stop the Town during the term of this Agreement from taking action to dissolve the District pursuant to 32-1-701 C.R.S. as amended.

B. Upon termination of this Agreement as set forth herein, the District's license to use Town real property and all improvements thereon shall cease as provided for in Paragraph 3(a)(9) hereof. In addition, the District shall convey to the Town all equipment, vehicles, and personal property set forth on **Exhibit B** which had been previously transferred to the District. In the event that any such equipment, property, or vehicles have been replaced by the District, the District shall convey to the Town such replacements. In addition all cash balances in the accrual accounts for the replacement of the Zamboni and refrigeration equipment shall be transferred to the Town.

2. The Agreement is hereby amended by the addition of the following Paragraph 18 to read as follows:

# Paragraph 18 - Mill Levy Transfer

The Town and the District agree that in the best interest of their constituents that the District will hold an election in May, 1994, and further agree that they will present before the voters of the

District a ballot issue to raise the mill levy by the amount that \$543,243 bears in relation to the 1993 assessed valuation of the District with an agreement that if the ballot is approved, the Town will subsequently lower its mill levy by an amount which will reduce the Town's property tax revenues by \$543,243. If the District's increase is approved, such mill levy changes will occur January 1, 1995. The Town shall provide the District with a long term lease, Agreement for all real property constituting the premises identified in Paragraph 3(a) of the Agreement and more particularly described in Exhibit A hereto. The lease for the premises shall be negotiated between the parties and agreed upon no later than February 1, 1994, which shall be conditional upon the approval of the mill levy transfer as set forth herein.

Paragraph 5 of the Agreement shall become void and of no effect commencing on January З. 1, 1994.

Except for the amendments set forth in this Addendum, all of the provisions of the 4. Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the day and year first written above.

TOWN OF VAIL, a Colorado municipal corporation

By:

Orter Margaret A. Osterfoss, Mayor

VAIL RECREATION DISTRICT, a quasi-governmental corporation

By:

Ken Wilson, Chairman

CAVRD93.ADD

	FAFMSTR	Fixed Asset Description		Serial Number	Make	Model	Loc	a Dep	Acquisit t Date	Acquisition Cost	
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· • †	0000700056		11	······································	BUPLISKA	I_0066	אם	620	0.01-01-79		
		BARREL RESURFACER	11		RIEDELL		JAD	620	0		· _ · _ · _ · _ · _ · _ · _ · _ · _ · _
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- 57		CANDY MACHINE		3528	IHOMSEN_	- 91	JAD	620	0		
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- 1		REFRIGERATOR	20		RANDAL	9404F	JAD		02-01-82	760.00	
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,	0000900075 P	HONOGRAPH PLAYER	27		ENCO	6785F		6200			
	0000900079 P	HONE ANSWER SYSTEM	27		SANTO	TRA9902		6200			
- 4-1° - 1	0000700002 S	OUND SYSTEM	28			. NR / TVE			01-01-77		
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	0000900011 C	DIN LOCKERS	28		ENTINAL				06-01-79	33, 500, 00	
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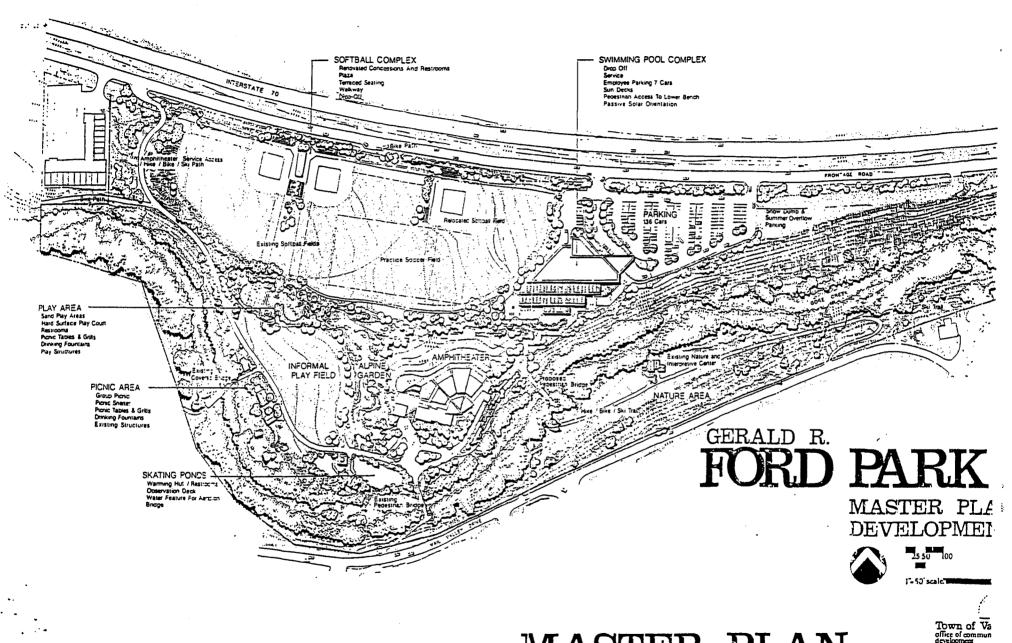
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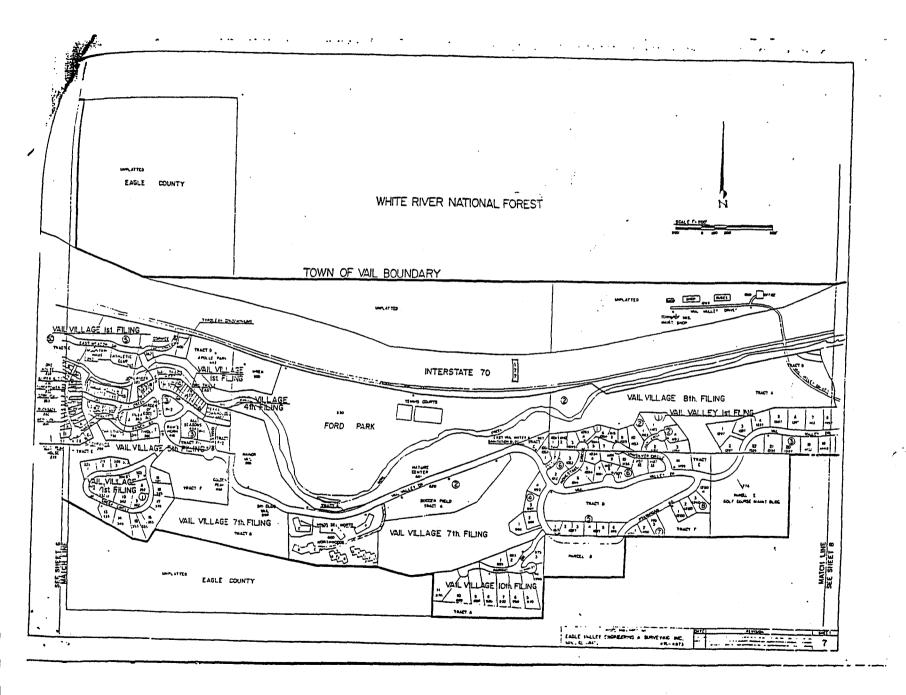
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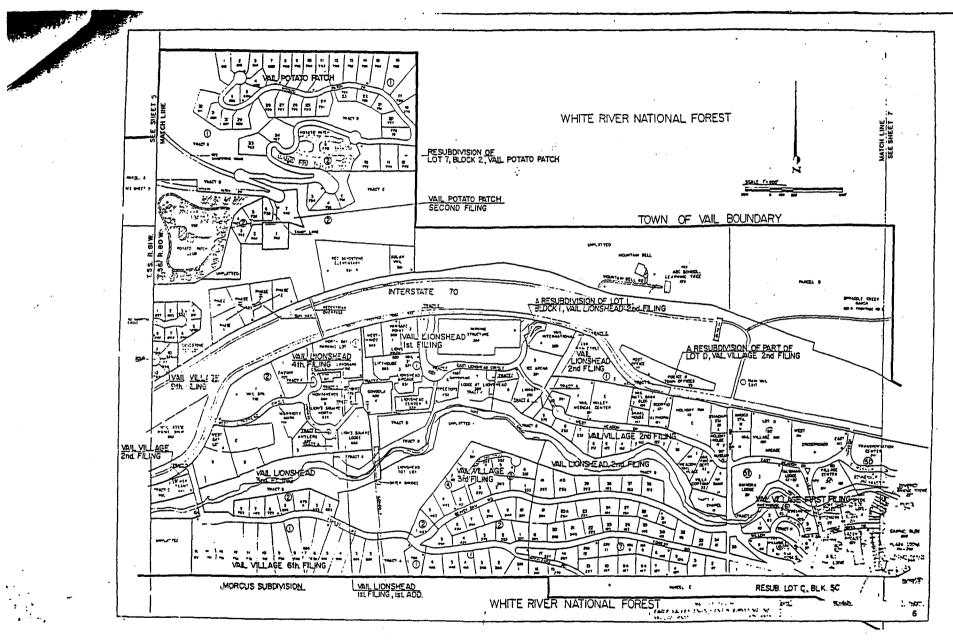


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# **TOWN OF VAIL**

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# AND

# VAIL PARK AND RECREATION DISTRICT

# LEASE

<u>Dec. 21</u>, 1993

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## LIST OF EXHIBITS

Exhibit A	Premises License
Exhibit B	Deed of Gift
Exhibit C	Outstanding Agreements between Town of Vail and Third Parties

## TOWN OF VAIL AND VAIL PARK AND RECREATION DISTRICT

### LEASE

THIS LEASE is made and entered into this  $\frac{2}{2}$  day of  $\frac{2}{2}$  day o

WHEREAS, it is the desire of both parties to provide recreation programs and services to the inhabitants and guests of the Town; and

WHEREAS, the District has been providing such services under agreements signed in 1989 and, 1993; and

WHEREAS, it is the desire of both parties for the District to continue to provide these services; and

WHEREAS, the Town and the District are authorized by the Constitution and Statutes of the State of Colorado, including Section 29-1-203, C.R.S., to enter into intergovernmental agreements to govern the provision of such services to the inhabitants and visitors of the Town; and

WHEREAS, the Town and the District intend that the District hold an election in May, 1994 to increase the District's mill levy so as to provide an amount approximately equal to the amount currently being paid by the Town to the District to administer the recreation program and that the Town reduce its mill levy, so as to reduce taxes by an approximately equal amount.

NOW THEREFORE, in consideration of the mutual promises contained herein, the adequacy of which is hereby admitted, the parties hereto agree as follows:

## 1. <u>PURPOSE</u>.

It is the general purpose of this LEASE for the District to continue in the management and provision of all recreational services for the inhabitants and visitors of the Town.

## 2. SERVICES TO BE PROVIDED BY THE DISTRICT.

The District shall provide recreational programs and services. Such services and programs shall be of high quality and shall be of sufficient diversity and scope to meet the recreational needs of the inhabitants of the Town and the visitors thereto.

## 3. <u>REAL PROPERTY AND IMPROVEMENTS THEREON.</u>

A. <u>Premises License</u>. The Town grants the District a LEASE to use the following real estate, and improvements thereon set forth below and more particularly described in Exhibit A attached hereto (the "Premises"):

- i. John Dobson Ice Arena and Environs;
- ii. Nature Center and Environs;
- iii. Upper Bench of Ford Park;
- iv. Public Tennis Courts;
- v. Athletic Fields; and

### vi. Youth and Teen Center

B. <u>Terms and Conditions</u>. The use of the Premises is subject to the following terms and conditions:

i. <u>Use of Premises</u>. The Premises shall be primarily used for recreation programs and services except as otherwise provided for herein.

ii. <u>Utilities</u>. The District shall pay all charges for gas, electricity, light, heat, power and telephone, or other communications services used, rendered, or supplied upon or in connection with said Premises, with the exception of the Youth and Teen Center, and shall indemnify the Town against any liability or damages on account of such charges.

iii. <u>Access to the Premises</u>. The Town and its agents shall have the right to enter in or on the Premises to examine them, to make and perform such alterations, improvements, or additions that the Town may deem necessary or desirable for the safety, improvement, or preservation of the Premises.

iv. <u>Alterations by the District</u>. The District shall make no major alterations or additions to the Premises without the Town's prior written consent. All such work shall be performed in a good and workmanlike manner and all alterations and/or additions upon the Premises shall, upon termination of this LEASE unless otherwise agreed at the time the Town's consent is obtained or unless the Town requests removal thereof, become the property of the Town. The District may make minor improvements to the Premises in order better to serve the citizens and guests without written approval.

v. <u>Maintenance and Repairs</u>. The District shall take good care of the premises and the fixtures and improvements therein including without limitation, any storefront doors, plate glass windows, heating and air conditioning systems, plumbing, pipes, electrical wiring and conduits, and at its sole cost and expense perform maintenance and make repairs, restorations, or replacements as and when needed to preserve them in good working order and first class condition. The District's obligation for repair and replacement shall include all interior, exterior, nonstructural, ordinary and extraordinary, unforeseen and foreseen repair, and rubbish removal. The Town shall be responsible for landscaping, snow removal, and lawn care. The repair, maintenance and replacement of the refrigeration system for the ice surface in the Dobson Ice Arena shall be the sole responsibility and cost of the District.

The Town shall be responsible for all capital improvements including replacement of structural and non-structural components such as would be depreciable pursuant to the federal tax rules and regulations. The Town shall not be responsible for the replacement of any equipment or components damaged by the willful acts or negligence of the District. The District shall develop a maintenance scheduled for each respective improvement used pursuant to this Lease, which schedule shall be subject to the approval of the Town. The District shall keep a log setting forth actual maintenance performed at the Dobson Ice Arena. The logs shall be kept in the same manner as had been maintained by the Town prior to the first lease of the premises to the District.

vi. <u>Assignment</u>. This LEASE shall be non-assignable and the District shall not mortgage, hypothecate, or encumber any of the facilities set forth herein without the prior written consent of the Town in each instance.

4.

vii. <u>Damage to or Destruction of Premises</u>. If any of the Premises are damaged by fire, gradual decay from natural causes, or any other cause so that they may not be used for the purpose for which they were intended and the repair or replacement of such Premises shall require substantial cost, the Town may elect not to repair such damage and this Lease shall automatically terminate as it relates to said damaged or destroyed Premises effective as of the giving of notice by the Town of such election. Upon the Town electing not to repair such damage, the District shall have the option of making the necessary repairs or replacements of the damaged Premises at their expense and this Lease shall then remain in affect.

viii. <u>Surrender of Premises</u>. Upon the expiration or other termination of this LEASE, the District shall promptly quit and surrender to the Town the Premises in good order and first class condition, ordinary wear excepted.

ix. <u>Compliance with All Laws and Regulations</u>. The District agrees not to use or permit the Premises to be used for any purpose or in any fashion prohibited by the laws of the United States, or the State of Colorado, or the ordinances or regulations of the Town including the Town's no smoking ordinance, Ordinance No. 11, Series of 1988.

C. Office Space. In addition to the recreational Premises set forth in this Agreement, the Town further grants a LEASE to the District to utilize the offices the District is presently utilizing at the time of the signing of this Agreement in the Vail Public Library for continued use as office space only [including the ten (10) parking spaces in the hospital lot] at a rate of \$20.00/sq. ft./year, which rate includes all utility costs for said offices, which costs shall be the responsibility of the Town. This rate will be renegotiated each five (5) years. The District shall have the option of vacating offices and terminating any further obligation upon 90 days notice.

## 4. <u>CONTROL OF THE JOHN DOBSON ICE ARENA.</u>

The parties understand the John Dobson Ice Arena is a multi-use facility utilized for both recreation and other purposes by the Town, and further understand the Arena is subject to certain terms and conditions contained in a Deed of Gift between the Town and the Websters, a copy of which is attached to this LEASE as Exhibit B. The District agrees not to violate any of the terms and conditions of said Deed of Gift during the term hereof. The District's use of the Arena pursuant to this LEASE shall be subject to all outstanding agreements between the Town and third parties for or relating to the use of the Arena, which are listed on Exhibit C attached hereto.

The District agrees to use its best effort to maximize the use of the Arena for conventions, meetings, conferences, concerts, and other income producing events during the period it is not required to use the Arena for ice skating by the Deed of Gift. During the term of this Lease, the Town shall have the right to use the Dobson Ice Arena for a total of thirty (30) days during each year of the term hereof for whatever purposes it deem appropriate upon the giving of thirty (30) days written notice of such use to the District. The Town may exercise twenty (20) of said days between March 15 and December 15, and ten (10) of said days between December 15 and March 15. The Town shall be responsible and shall have the right to negotiate all terms and conditions of any activity or event the Town wishes to use the arena for during said thirty (30) days. The District shall be entitled to receive the gross receipts or rent produced by any such event less all expenses and costs thereof. The Town further agrees to pay all associated hard costs during these thirty (30) days to include, but not limited to labor costs and electricity costs. The Agreement with the Worldwide Church of God is exempt from paying or being charged for the associated hard costs during the present term of their Agreement.

## 5. <u>RENT</u>.

For all Property in Exhibit A and referred to in 3(A) rent is \$1.00/year. Payment is made in advance and acknowledged.

## 6. GOLF AND SKATING PASSES.

The District shall provide the Town with as many season golf and skating passes as the Town requires to utilize as a benefit for its employees.

## 7. <u>PARKING</u>.

The Town will provide six (6) parking spaces for District employees at the Ford Park Parking lot at no cost. Further, the Town will provide to the District as many parking passes and coupons for the Lions Head Parking Structure as the District requires to utilize for its employees. These passes may not be re-sold by the District.

## 8. <u>BOUNDARIES</u>.

The District and the Town will use their best efforts to take whatever steps are necessary to make the boundaries of the District and the Town coterminous.

## 9. <u>PERSONNEL</u>.

The Town and the District and their respective officers, agents, and employees shall fully cooperate so as to facilitate the performance of this LEASE. The provision of recreational services and programs as contemplated in this LEASE, the hiring, firing, and discipline of District employees shall be the responsibility of the District. No person employed by the District, in accordance with this LEASE, shall have any right to Town benefits including health insurance and pension. The District, however, may invest pension funds in the Town's pension fund subject to such conditions as may be established by the Town and permitted by law. The Town shall not be liable for the payment of any salaries, wages, or other compensation to any District personnel performing recreation services pursuant to this Agreement, nor for any obligation of the District other than provided for herein. Nothing herein shall obligate the Town to be liable for the injury or sickness of any District employee arising out of his/her employment.

## 10. LIABILITY, INDEMNIFICATION AND INSURANCE.

A. District Indemnification. To the extent legally permissible, the District shall indemnify and hold the Town, its agents, servants and employees harmless from and against any and all liability, loss, damages, costs and expenses, including reasonable attorney's fees and costs of investigating any such matters, suffered or sustained by the District, its agents, servants or employees, or by any other person rightfully on or about the Premises arising out of any act, error, omission or negligence in the operation, maintenance or use of the Premises by the District, its agents, servants or employees or of any occupant, subtenant, visitor or user of any portion of the Premises, or any condition of the Premises or adjacent property; provided that this indemnity shall not extend to damages resulting solely from the negligence or willful misconduct of the Town, its agents, servants or employees. District does not by this paragraph waive any protections or limitations contained in Colorado Governmental Immunity Act, 24-10-101, et. seq., C.R.S.

B. <u>Town Indemnification</u>. To the extent legally permissible, the Town shall indemnify and hold the District harmless from and against any and all liability, loss, damages, costs and expenses, including reasonable attorney's fees arising from the negligence of the Town, its officers, agents, employees, successors and assigns. The Town does not by this paragraph waive any protections or limitations contained in Colorado Governmental Immunity Act, 24-10-101, et. seq., C.R.S.

C. Insurance. The District and the Town shall respectively provide their own public liability, property damage, and errors and omissions insurance policies sufficient to ensure against all liability, claims, and demands or any other potential liability arising from this Agreement. Further, the District and the Town shall, subject to the approval of each party's insurance carrier, name the other party as a coinsured under such insurance policies and shall furnish evidence of the same to the other party. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. The District and the Town may provide such insurance through programs of self insurance. Each party shall procure and continuously maintain the following minimum insurance coverages, or self insurance capability:

i. Workman's Compensation insurance coverage in the statutorily prescribed amounts.

ii. The following types of insurance coverage in the amount of one hundred fifty thousand dollars (\$150,000) per person and six hundred thousand dollars (\$600,000) per occurrence, or such limits as provided by the Colorado Governmental Immunity Act, and one million dollars (\$1,000,000) aggregate:

a. General Liability insurance coverage. The policy shall be applicable to all Premises and operations and shall include coverage for bodily injury, broad form property damage, personal injury, blanket contractual, products and completed operations.

b. Comprehensive Automobile Liability insurance coverage with respect to each of the parties' owned, hired or non-owned vehicles used in the performance of this Agreement.

c. Errors and Omissions insurance coverage.

d. Liquor Liability insurance coverage if the District obtains a liquor license to serve wine, beer, or intoxicating liquors.

### 11. <u>EFFECTIVE DATE</u>.

This LEASE shall become effective on the  $\frac{31^{57}}{21^{57}}$  day of <u>December</u>, 1994.

## 12. <u>TERMINATION</u>.

A. Unless sooner terminated as provided for herein, this Lease shall terminate at noon on March 27, 2015, which time and date corresponds to the original forty-nine (49) year term for the ground lease of the Vail Municipal Golf Course.

B. Notwithstanding any other provision of this LEASE, this LEASE shall terminate on December 31, 1994 if the District does not receive consent of the voters at the contemplated May, 1994 election to increase its mill levy as hereinabove indicated.

C. In the event that the consent of the voters is received and the increase in mill levy is effected as provided for in paragraph 12.B. hereof, but thereafter (before the termination date provided for in paragraph 12.A. hereof) the District ceases to collect the taxes resulting from the increased mill levy (the "Increased Taxes") and the Town increases its mill levy to compensate for the District's cessation to collect the Increased Taxes, this LEASE shall terminate on December 31 of the last year in which the District collects the Increased Taxes. D. Upon termination of this LEASE as set forth herein, the District's right to use the Premises and all improvements thereon shall cease as provided for in paragraph 3. B. viii., hereof. In addition, the District shall return to the Town all equipment, vehicles, and personal property set forth on Exhibit A.

E. Failure of either party hereto to maintain the insurance policies or coverages specified in paragraph 10.C. hereof, or to pay the rent provided for in paragraph 5. hereof within fifteen (15) days of its due date, or failure to perform any other obligation of this LEASE within thirty (30) days after written notice of default shall constitute a material breach of this contract, upon which the non-breaching party may immediately terminate this LEASE.

## 13. MISCELLANEOUS PROVISIONS

A. <u>Modifications and Waivers</u>. No modification or waiver of this LEASE or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

B. <u>Entire Agreement</u>. This written LEASE embodies the whole agreement between the parties hereto and there are no inducements, promises, terms, conditions, or obligations made or entered into either by the Town or the District other than those contained herein.

C. <u>Binding Agreement</u>. This LEASE shall be binding upon the respective parties, their successors or assigns.

D. <u>Severability</u>. All promises and covenants herein are severable, and in the event that any of them shall be held invalid by a court of competent jurisdiction, this LEASE shall be interpreted as if such invalid provision or covenant were not contained herein.

E. <u>Authority to Enter</u>. The District and the Town have represented to each other that each possesses the legal ability to enter into this LEASE. In the event that a court of competent jurisdiction determines that either of the parties did not possess the legal ability to enter into this LEASE, this LEASE shall be considered null and void as of the date of such court determination.

F. <u>Notice</u>. Any notices to be sent to the parties pursuant to the terms of this LEASE shall be mailed to the following addresses:

Town Manager Town of Vail 75 South Frontage Road Vail, CO 81658

Executive Director Vail Park and Recreation District 292 West Meadow Drive Vail, CO 81657

G. <u>No Third Party Rights</u>. This LEASE shall not be deemed to confer or grant to any third party any right to claim damages or bring any legal action or claim against either the District or the Town because of any breach hereof or of any covenant, condition, or provision contained herein.

H. <u>Specific Enforcement</u>. In addition to any other remedies available to the parties in law or equity upon breach, this LEASE shall be subject to specific enforcement.

IN WITNESS WHEREOF, the Town and the District have executed this LEASE as of the date first set forth above.

TOWN OF VAIL, a Colorado municipal corporation

ht h hte By:

Robert W. McLaurin, Town Manager

VAIL PARK AND RECREATION DISTRICT, a quasi-municipal corporation

By:

Hermann Staufer, Chairman, Vail Park and Recreation District

#### VAIL VALLEY FOUNDATION and TOWN OF VAIL AGREEMENT

THIS AGREEMENT is made and entered into as of the  $3^{+1}_{--}$  day of <u>december</u>, 1987 by and between the VAIL VALLEY FOUNDATION ("Foundation"). P. O. Box 309, Vail, Colorado 81658, and the TOWN OF VAIL, Colorado ("Town"), with Municipal Offices at 75 South Frontage Road, Vail, Colorado 81657.

I. <u>RECITALS</u>

 The Foundation is a non-profit, tax exempt charitable organization involved in supporting community charitable, cultural, educational and recreational programs within the Vail valley;

2. The Town desires to work with and encourages the Foundation to undertake projects which would benefit the citizens of and visitors to Vail;

3. The Foundation agreed to assume the responsibility for the financing and construction of the Ford Amphitheatre ("Amphitheatre") and to obtain an endowment for the purposes of financing the ongoing repair and maintenance operations of the Amphitheatre whose construction was originally begun by the Gerald R. Ford Commemorative Committee at Vail, thereby relieving the burden of so doing to the Town and providing a quality facility for recreational activities and events, and for the citizens of and the visitors to the Vail valley and the State of Colorado;

4. The Foundation has in fact completed construction of the Amphitheatre in compliance with plans and specifications approved by the Town.

NOW, THEREFORE, the Foundation and the Town agree as follows:

II. AGREEMENT

1. Ground Lease

On the terms and conditions set out below, and the consideration of the payment of ten-dollars (\$10.00) by the Foundation to the Town and the prompt performance by the Foundation and the Town of the covenants and agreements to be kept and performed by the Foundation and the Town, the Town does lease to the Foundation and the Foundation hereby leases from the Town the following property described in Exhibit A attached-hereto ("property") lying in the Town of Vail, County of Eagle and State of Colorado.

2. Term

A. This lease shall be for a term commencing on <u>April 1</u>, 1987 and ending <u>October 31</u>, 1991, unless sooner terminated as hereinafter provided. B. At the expiration of the original term of this Lease, if the Lease is still in full force and effect and the Foundation is not in default of any of its terms and conditions, the Foundation shall have the option to extend this Lease, upon the same terms and conditions for an additional term of four (4) years, to commence on November 1, 1991 and to end on October 31, 1995. If the Lease shall have been so extended, then at the expiration of such first extended term, if this Lease as so extended is still in full force and effect and the Foundation shall not be in default of any of its terms, the Foundation shall have the option to extend this Lease, upon the same terms and conditions for a second extended term of four (4) years to commence November 1, 1995 and to end on October 31, 1999. The option for each such extended term shall be exercised by the Foundation by giving written notice thereof to the Town not less than sixty (60) days prior to the expiration of the then current term.

#### 3. <u>Rental</u>

The Foundation agrees to pay the Town a rent of ten dollars (\$10.00) for the full term of this lease payable in advance at such place as the Town may specify in writing to the Foundation.

#### 4. Lease Expenses and Costs

During the term of this lease the Foundation shall pay all costs, expenses and obligations of every kind or nature relating to the property or the improvements thereon which may arise or become due. Notwithstanding the foregoing, the Town will impose no expense or cost on the Foundation which would cause the Foundation to lose its tax exempt status.

#### 5. Payment of Taxes

During the term of this lease the Foundation shall pay, before any fine, penalty, interest or cost may be added, or become due or be imposed for nonpayment thereof, all taxes, assessments, water and sewer rents, rates and charges, transfer taxes, charges for public utilities, excises, levies, licenses and permit fees, and other Governmental charges which during the term of this lease may be assessed or become a lien on the property with respect to the Amphitheatre improvements on the property itself. Notwithstanding the foregoing, the Town will impose no tax, assessment, rate or charge which would cause the Foundation to lose its tax exempt status.

#### 6. Improvements

During the term of this lease the Foundation shall be permitted and encouraged to construct additional improvements in accordance with plans and specifications approved by the Town of Vail.

The Foundation shall not use the property for any other purpose except for the construction, maintenance and operation of the Amphitheatre as set forth herein and for the production of concerts, artistic performances, dance recitals, lectures, classes, private functions compatible with Town of Vail and Vail Valley Foundation charters, and other events of community interest.

The Town shall be entitled to be represented by someone of its own choosing on the Vail Valley Foundation Committee which is responsible for the planning for and scheduling of events for the Amphitheatre.

7. Permits

The Foundation shall procure permits necessary for any construction work it wishes to proceed with on the property and during such construction shall comply with all applicable legal requirements. All work done by the Foundation shall comply with all applicable laws, ordinance and regulations of the State of Colorado and the Town of Vail.

8. Bonds

If any work done by the Foundation on the property is to exceed the total sum of fifty thousand dollars (\$50,000.00) the Foundation shall obtain all the necessary surety bonds from the contractor who is to do the work as required and set forth by Title 38, Article 26 of the Colorado Revised Statutes, as amended. The Foundation shall submit to the Town for its review, which approval shall not be unreasonably delayed or withheld, a copy of the written construction agreement with the general contractor who is to do the work on the property.

9. Completion of the Amphitheatre and Notice of Final Settlement

Prior to obtaining a certificate of occupancy, the Foundation shall provide the Town with lien waivers or releases from the general contractor and all subcontractors working on the Amphitheatre indicating they have been paid in full for services and materials. Upon completion of the Amphitheatre, the Foundation shall advertise for final settlement in compliance with Section 38-26-107, C.R.S., and comply with all provisions contained therein for the payment of any claims which may be filed by any contractor or subcontractor on the Amphitheatre.

#### 10. Waiver of Fees

The Town agrees to waive all building and development fees within its control and to aggressively recommend in writing to other Governmental and public entities and political subdivisions that such entities and political subdivisions also waive any fees that may normally be assessable during the development of the Amphitheatre.

11. Insurance

At all times during the term of this agreement the Foundation shall carry and maintain the following insurance policies with insurance companies satisfactory to the Town. Such policies shall include a provision requiring a minimum of thirty (30) days notice to the Town in case of change or cancellation.

 From the time when construction of any improvements commence a builder's risk policy in an amount equal to cover the current replacement cost of any such improvement.

2) From the time when this lease commences, comprehensive general liability insurance in an amount of one million dollars (\$1,000,000.00) per occurrence including the following coverages: Contractual insurance; personal injury; premises operations; explosion, collapse and underground hazards; product completed operations hazards; broad form property damage; and independent contractors.

3) The Foundation shall require all contractors and subcontractors performing services in the construction of any improvements on the property to obtain worker's compensation insurance in accordance with the provisions of the Workman's Compensation Act of the State of Colorado for all employees engaged in the construction of said improvements.

4) Liquor liability insurance in an amount of one million dollars (\$1,000,000) per occurrence.

5) From the time any improvements are completed on the property and while this lease is still in effect, fire and extended coverage insurance in an amount equal to one hundred percent (100%) of the full replacement cost of the Amphitheatre.

All policies of insurance required to be maintained by the Foundation shall name the Town and the Foundation as the insured as their respective interests may appear. The Foundation shall provide the Town with certificates of insurance evidencing the policies listed above prior to the commencement of the term of this agreement. The Foundation and the Town agree that in the event of the destruction or damage of any of the improvements constructed by the Foundation all insurance money which is payable to the Town and/or the Foundation shall be utilized to replace or repair said improvements. Any excess money received from insurance after the reconstruction or repair of said improvements, if there be no default on the part of the Foundation in the performance of this agreement, shall be paid to the Foundation.

#### 12. Indemnification

The Foundation agrees to indemnify, defend, hold and save harmless the Town against any and all claims, debts, demands or obligations which may be made against the Town arising by reason of or in connection with any alleged act or omission of the Foundation or any person claiming under, by, or through the Foundation; and if it becomes necessary for the Town to defend any action seeking to impose any such liability, the Foundation shall pay the Town all costs of court and attorneys fees incurred by the Town in such defense in addition to any other sums which the Foundation may be called upon to pay by reason of any entry of judgment against the Town in any such litigation.

The Town agrees to indemnify, defend, hold and save harmless the Foundation against any and all claims, debts, demands or obligations which may be made against the Foundation arising by reason of or in connection with any alleged act or omission of the Town or any person claiming under, by, or through the Town; and if it becomes necessary for the Foundation to defend any action seeking to impose any such liability, the Town shall pay the Foundation all costs of court and attorneys fees incurred by the Foundation in such defense in addition to any other sums which the Town may be called upon to pay by reason of any entry of judgment against the Foundation in any such litigation.

13. No Lien

The Foundation agrees that it will not permit or suffer to be filed or claimed against the interest of the Town in the property during the term of this agreement any lien or claim of any kind and if such lien or claim be filed, it shall be the duty of the Foundation thirty (30) days after having been given notice of such lien or claim by the Town to cause the property to be released from such lien or claim either by payment or by posting of a bond or by the payment into the appropriate court of the amount necessary to relieve and release the property from such claim, or in any other matter which as a matter of law will result, within such period of thirty (30) days, in releasing the Town and the property from such lien or claim.

#### 14. Assignment

This lease may not be assigned or sublet without the prior written approval of the Town.

#### 15. Financing

The Foundation shall be responsible during the term of this lease for financing the construction of any improvements on the property and for the repayment of any loans obtained for the construction of the improvements on the property. The Foundation agrees to indemnify and hold the Town harmless from any failure to repay any loan used to finance the construction of said improvements.

#### 16. Repair Obligations

During the term of this lease the Foundation will keep in a good state of repair the property and all improvements constructed on the property by the Foundation. The Town agrees that during the term of this lease it will be responsible for the maintenance of the Gerald R. Ford park other than the property and the improvements constructed thereon including, but not limited to, maintenance and operations of parking areas, access roads and existing public restrooms outside the leased property.

#### 17. Foundation's Default and Termination of Lease

The Town may give the Foundation five (5) days notice of the intention to terminate this lease if the Foundation is in default in the performance of any of the covenants, terms or conditions of this lease and such default is not cured within thirty (30) days after written notice thereof given by the Town. If the Town shall give the five (5) days notice of termination, then at the expiration of such period this lease shall terminate as completely as if that were the date definitely fixed for the expiration of the term of this lease and the Foundation shall then surrender the property to the Town. If this lease shall so terminate, it shall be lawful for the Town at its option, without formal demand or notice of any kind, to reenter the leased property by any means, including force, and to remove the Foundation therefrom without being liable for any damages therefor. The Foundation shall remain liable for all its obligations under this agreement despite the termination of this lease and the Town's reentry.

### 18. Termination upon Completion and Acceptance of Amphitheatre and the

#### Endowment

Upon the occurrence of the following events, this lease shall terminate and all interests in the property and all improvements thereon shall revert to the Town:

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A) The issuance of a certificate of occupancy to the Amphitheatre.

B) Acceptance of the Amphitheatre by the Town of Vail.

The obtaining by the Foundation of an endowment in the amount of C) \$435,000 in cash or federal securities ("the endowment") and written notification of such fact to the Town. At the time the lease is terminated as set forth in this paragraph, the endowment shall be transferred as a restrictive gift by the Foundation to the Town. Grants from the endowment will be made exclusively for the operation, maintenance and repair of the Amphitheatre and shall be based upon annual operating budgets prepared by the Town and submitted to the Foundation on or before May 31 of each year for the subsequent year's operating budget for its prior approval. The Foundation shall notify the Town in writing within thirty days of the submission to it of the annual operating budget of any disapproval it may have of the budget and its reasons therefor. Should such notice not be given by the Foundation to the Town within the thirty day period, the Foundation's approval shall be presumed. Should the Foundation notify the Town of its disapproval of the operating budget, the Town shall have the option of appealing the Foundation's disapproval to a committee consisting of one member of the Town Council of the Town of Vail, one member of the Board of Trustees of the Foundation and one individual who shall be chosen by the other two. The decision of the committee in regard to the operating budget shall be final. If the Town wishes to so appeal a disapproval by the Foundation of the operating budget, it shall give notice to the Foundation of such appeal within ten days of the receipt of the Foundation's written disapproval.

19. Expiration

At the expiration of this lease the Foundation will deliver possession of the property and all improvements including any furnishings, fixtures and equipment which the Foundation may have affixed upon the property to the Town.

#### 20. Maintenance of the Amphitheatre

During the term of this agreement, the Foundation shall be and remain fully and solely liable for all costs and expenses relating to the operation, maintenance and repair of the property and all improvements thereon until such time the endowment in the amount of \$435,000 in cash or federal securities is transferred from the Foundation to the Town as a restrictive gift as set forth in the preceding paragraph. Should the term of this lease expire and upon expiration should the endowment set forth in paragraph one of this agreement not be provided the Town of Vail as set forth therein, then the Foundation shall remain fully and solely liable for all costs and expenses relating to the operation, maintenance and repair of the property and all improvements thereon.

21. No Waiver

No waiver of a breach of any of the covenants in this lease shall be construed to be a waiver of any succeeding breach of the same covenant.

22. Written Modifications

No modification, release, discharge or a waiver of any provisions hereof shall be of any force, affect or value unless in writing signed by the Town and the Foundation.

23. Entire Agreement

This document and its Exhibits contain the entire agreement between the Town and the Foundation as of the date of signing. The execution hereof has not been induced by either party, by representations, promises or understandings not expressed within this agreement, and there are not collateral agreements, stipulations, promises, or undertakings whatsoever upon the respective parties which in any way touch the subject matter of this instrument which are not expressly contained in this instrument.

24. Notices

If either party desires to give notice to the other in connection with and according to the terms of this agreement, such notice shall be by a registered or certified mail and it shall be deemed given when deposited in the United States mail with postage prepaid and such notices are addressed as follows:

> Town Manager Town of Vail 75 South Frontage Road Vail, Colorado 81657

President Vail Valley Foundation P. O. Box 309 Vail, Colorado 81658

#### 25. License Agreement

The Foundation agrees during the term of this lease to permit the Town to enter into a limited license agreement with the Vail Alpine Garden for the sole purpose of allowing the Vail Alpine Garden to build a garden for display purposes in a planter area at the entrance of the Amphitheatre as set forth in Exhibit B attached hereto.

#### 26. Open to Public

Except for the refreshment area, backstage area and restrooms at times no event is scheduled, the Foundation will permit access to the Amphitheatre by the general public from 9:00 a.m. to 6:00 p.m. daily. The Town, its officers, agents and employees shall have the right to enter onto the leased premises at any time for any reasonable purpose.

27. <u>Cooperation with Town</u>

The Foundation agrees to cooperate with the Town to enable the Town to construct improvements in Gerald R. Ford park.

28. Number of Scheduled Events

During each year of this lease term and any extension thereof the Foundation shall sponsor no less than twenty (20) events of the kind set forth in Section 6 of this Agreement.

29. Financial Statements

During each year of this lease term and any extension thereof, the Foundation shall file a copy of its financial statement, including balance sheets, profit/loss statement, and endowment funds earmarked, with the Town.

IN WITNESS WHEREOF, the parties so sign this agreement on this  $3^{++}$  day of - Accomber, 1987.

TOWN OF VAIL

By: Rondall V. Phillips, Town Manager

VAIL VALLEY FOUNDATION

By: <u>Colert</u> A Robert Knous, President

Exhibit A

PARCEL A

An unplatted parcel of land located in the NE 1/4, Section 8. Township 5 South, Range 80 West of the Sixth Principal Meridian, Town of Vail, Eagle County, Colorado, described as follows:

Beginning at a point whence the northeast corner of The Wren. A .Condominium Project, according to the map thereof recorded in the office of the Eagle County, Colorado, Clerk and Recorder, bears N 36 08'15" W 1165.76 feet; thence N 18 18'56" E 150.85 feet; thence N 19 11.18" E 112.31 feet: thence N.46 25847" E 144.61 feet: thence N 78 13'55" E 63.50 feet; thence 8 84 19'43" E 122.86 feet; thence S 88 20'36" E 134.63 feet; thence 8 33 23'46" W 310.14 feet; thence S 45 02'04" W 86.26 feet; thence S 79 55'17" W 148.65 feet; thence N 89 59"06" W 130.00 feet to the point of beginning, containing 2:574 acres, more or less.

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PARCEL C An unplatted parcel of land located in the NE 1/4, Section 8. Township 5 South, Range 80 West of the Sixth Frincipal Meridian, Town of Vail, Eagle County, Colorado, described as follows:

Sec. 1.

Beginning at expoint whence the northeast corner of The Wren, A Condominium Project, according to the map thereof recorded in the office of the Eagle County, Colorado, Clerk and Recorder, bears N 36,08'15" W 1165.76 feet, said point of beginning also being-the southwesterly corner of Parcel A described abovel thence N 61 49"35" E 145.00 feet; thence S 59 50'43" E 105.00 feet to the

. southerly line of said Parcel A: thence the following two courses along said southerly line: (1) S 79 55'17" W 90.00 feet; (2) N 89 57'06" W 130.00 to the point of beginning, containing 0.1723 acres, more or less.

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Providing leadership in athletic, educational and cultural endeavors to enhance and sustain the quality of life in the Vail Valley

#### Board of Directors

President Gerald R. Ford Robert E. Barrett Carolyn S. Blount James Berry Craddock Jack Crosby H. Benjamin Duke, Jr. Harry H. Frampton, Ill John Garnsev George N. Gillett, Jr Pepi Granishammer James R. Greenbaum Steve N. Haber Martha Head William J. Hybl Elaine W. Kelton Henry R. Kravis Frank J. Lynch Fitzhugh Scott Michael S. Shannon Rodney E. Slifer Richard L. Swig Oscar L. Tang

John Garnsey President

1989 World Albine SEE Champion<mark>ship</mark>s

AEC Roota Forum

American Ski Classic

Bolshoi Bailet Academy at Vail

Gevald K. Ford Amphilikeater

P.O. Box 309 Vail, Colorado 81658 303-476-9500 Fax 303-476-7320 Telex 910-290-1989

A Colorado 501 (c) (3) Nonprofit Corporation August 6, 1991

Mr. Rondall V. Phillips Town of Vail 75 South Frontage Road Vail, Colorado 81657

#### Dear Ron:

In regards to the agreement between the Vail Valley Foundation and the Town of Vail dated December 8th, 1987 regarding the Gerald R. Ford Amphitheater, please accept this as our written notice that the Vail Valley Foundation wishes to extend our option as set forth in Section 2, Paragraph B.

As stated in the agreement, the extended lease shall commence on November 1, 1991 and end on October 31, 1995.

Thank you for your assistance in this matter. I look forward to working with you, your staff, and the Town Council in all future endeavors.

VAIL VALLEY FOUNDATION

Sincerely,  $\sim$   $\checkmark$ ا د ا

John Garnsey President

cc: President Gerald R. Ford Harry H. Frampton III Rodney E. Slifer

RECEIVED AUB 2 5 1994 xe: Council onig: Cob me

Providing leadership in athletic, educational and cultural endeavors to enhance and sustain the audity of life in

VAIL VALLEY FOUNDATION

#### Board of Directors

the Vail Valley

President Gerald R. Ford Robert E. Barrett Leon D. Black Carolyn S. Blount Craig M. Cogut James Berry Craddock Jack Crosby Andrew P. Daly H. Benjamin Duke, Jr Harry H. Frampton, III John Garnsey George N. Gillett. Jr. Pepi Gramshammer Steve N. Haber Màrtha Head William J. Hybl Elaine W. Kelton Henry R. Kravis Fitzbugh Scott, Emeritus Michael S. Shannon Rodney E. Slifer C. Philip Smiley Richard L. Swig Oscar L. Tang Herbert A. Wertheim

John Garnsey Fresident

1989 World Alpine Ski Championships

AEI World Forum American Ski Classic

Vail International Summer of Dance

Gerald R. Ford Amphitheater

Fund for the Future

Hornblower Awards and Scholarships

1994 World Mountain Bike Championships

P.O. Box 309 Vail, Colorado 81658 303-476-9500 Fax 303-476-7320

A Colorado 501 (c) (3) Nonprofit Corporation August 23, 1994

Mr. Bob McLaurin Town Manager Town of Vail 75 South Frontage Road Vail, Colorado 81657

Dear Bob:

In regards to the agreement between the Vail Valley Foundation and the Town of Vail dated December 8th, 1987 regarding the Gerald R. Ford Amphitheater, please accept this as our written notice that the Vail Valley Foundation wishes to extend our option as set forth in Section 2, Paragraph B.

As stated in the agreement, the extended lease shall commence on November 1, 1995 and end on October 31, 1999.

In light of the 1999 World Alpine Ski Championships the Vail Valley Foundation would like to request a third extended term of two (2) years to commence November 1, 1999 and to end October 31, 2001. Please contact me as soon as possible so we may discuss this added extension.

Thank you for your assistance in this matter. I look forward to working with you, your staff, and the Town Council in all future endeavors.

Sincerely,

Vail Valley Foundation, Inc.

John Garnsey President 455848 8-559 P-718 08/12/91 15:26 PG 1 OF 3 REC DOC JOHNNETTE PHILLIPS EAGLE COUNTY CLERK, COLORADO 15.00 0.00

#### AGREEMENT FOR MODIFICATION AND PARTIAL RELEASE OF RESTRICTIONS AND COVENANTS

AGREEMENT made May 18, 1991, between the Town of Vail, a Colorado municipal corporation (hereinafter "Grantor") and Manor Vail Condominium Association, a Colorado non-profit corporation (hereinafter "Grantee").

Grantee is now the owner of the following described real property in Eagle County, Colorado:

Parcel 2, Manor Vail North, or more specifically, the Southerly 50 feet of Lot A, Block 1, Vail Village Seventh Filing, except the Easterly 5 feet thereof.

Grantee has requested Grantor to modify and partially release the original conditions, covenants, restrictions and reservations contained in the Special Warranty Deed conveying the above mentioned property to Grantee so as to grant to Grantee, its heirs and assigns, the right to expand Grantee's lobby, to otherwise use the property as hereinafter provided, and to make the restrictions and covenants as modified and as hereinafter set forth, permanent. 1111

Grantor, having originally conveyed the subject real property to Grantee pursuant to a Special Warranty Deed dated June 21, 1977, and recorded on August 9, 1977, at Book <u>258</u>, Page <u>340</u> of the records of the Clerk and Recorder for the County of Eagle, State of Colorado (hereinafter "Special Warranty Deed"), has agreed to such modification and partial release as hereinafter provided.

In consideration of the sum of \$10.00 and other good and valuable consideration paid by Grantee to Grantor, the receipt whereof is hereby acknowledged, Grantor hereby consents that the original conditions, covenants, restrictions and reservations contained in the Special Warranty Deed conveying the above described property to Grantee are hereby changed, modified, and partially released, to read as follows:

1. Grantee shall complete improvement and landscaping of the described real property in substantial compliance with improvement and landscaping plan approved by Grantor.

2. No property described herein shall be used or considered in determining the gross residential floor area or density that the Grantee would be entitled to under Town of Vail laws and regulations.

3. At the westerly entrance to the above described property, the Grantee shall provide and maintain a sign to advise the public that said area is open to the use of the public.

4. All signs or postings on the above described property shall be approved by the Town of Vail Design Review Board.

5. At the westerly and easterly entrances of the above described property, the Town of Vail shall have the right to erect signage to advise the public that said area is open to the use of the public.

Grantor agrees that subparagraphs 2 and 4 of the Special Warranty Deed are to be deleted, terminated or released, although the parties acknowledge that Grantee will be conveying to Grantor an easement with regard to the subject property by Grantee's execution and delivery of a quit claim deed simultaneously with this agreement.

The parties further agree that the conditions, covenants, restrictions and reservations as set forth above shall run with the land and shall be binding upon the Grantee, its successors and assigns, and upon each of them, and all parties and all persons claiming under them. The parties agree that the 20 year limitation set forth in the Special Warranty Deed is hereby deleted or terminated and that the conditions, covenants, restrictions and reservations as set forth above shall be deemed permanent.

Grantor further agrees that the language set forth in the Special Warranty Deed relating to reversion of the property to Grantor in the event of a continued substantial breach of any one of the conditions, covenants, restrictions, or reservations shall be deemed deleted, terminated or released, and that the property shall not revert in the event of any continued substantial breach. The parties agree that this modification shall not affect any other rights or remedies of the Grantor as provided under applicable law.

IN WITNESS WHEREOF, the parties have executed this Agreement at Vail, Colorado the day and year first above written.

00 2 DE 7

MANOR VAIL CONDOMINIUM ASSOCIATION, a Colorado non-profit corporation

By: James Unland, President Bethle ATTEST: Talkia  $\alpha$ Patricia D. Bethke, Secretary TOWN OF VAIL, a Colorado municipal corporation Mayor ATTEST: mell & Dourden Town Clerk 2 05499 

455848 8-559 P-718 08/12/91 15.26

STATE OF COLORADO SS. COUNTY OF EAGLE

The foregoing instrument was acknowledged before this day May, 1991, by Kent R. Rose , as Mayor of the foregoing instrument was acknowledged before this , as Mayor of the Town of Vail, and Pamela A. Brandmeyer as Town Clerk of the Town of Vail.

Witness my hand and official seal.

My commission expires: January 20 1994

SS.

STATE OF COLORADO COUNTY OF EAGLE

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SEAL

The foregoing instrument was acknowledged before this \_18th day May, 1991, by James Unland, as President of Manor Vail Condominium Association, and Patricia D. Bethke, as Secretary of Manor Vail Condominium Association.

Witness my hand and official seal.

My commission expires:

01/04/93

Martha S. K Notary Public

Address 75 S. Frontage Rd. Vail

CO

81657

Notary Public Address P.O. Box 753 Vail, CO 81658

TJC41 M031524.D1

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455848 B-559 P-718 08/12/91 15:26

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		Keo			
	EASEMENT				
THIS EASEMEN between Manor	<b>IT, granted this day</b> of Vail Condominium Asso	May	, 19 91 .		
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of the	*County of Eagle		, State of		
Colorado, the Grant whose legal address	or, and Town of Vail, is 75 South Frontage	a municipal co Road, Vail, (	orporation CO 31657		
of the Colorado, the Grant	*County of Eagle	, an	d State of		
WITNESSETH, t	hat the Grantor, for and in cons d and valuable conside	ideration of the sum eration	of Ten Dol	lars & 00/10	00 (\$10.
paid to the Grantor bargain, sell, and co	by the Grantee, the receipt and novey to the Grantee an easement tilities access to For	l sufficiency of which the purposes of	ch is hereby ack	nowledged, does	hereby gra
benefit and en	njoyment of public.				,
	(here insert description of easement i				
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MANOR VAIL CON	ed DOMINIUM ASSOCIATION	TOWN ØF			
By XWO-M James Unland	GRANTOR President	By: []	enneth h	ANTEE	CTING TOWN
	E OF COLORADO		ss.		
	OUNTY OF FACTE		1		
C	COUNTY OF EAGLE trument was acknowledged be:	fore me this	J day of	May	, 1 <b>9</b> 91

Car I U.

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STATE OF COLORADO SS. COUNTY OF EAGLE

The foregoing instrument was acknowledged before me this day of \_\_\_\_\_\_, 1991, by James Unland, as President of Manor Vail Condominium Association.

Witness my hand and official seal.

My commission expires:

Notary Publ Address

STATE OF COLORADO COUNTY OF EAGLE

41219

 $\mathcal{I}_{i}$ 

anter

The foregoing instrument was acknowledged before me this 24+1 \_ day of \_\_\_\_\_ tuly\_ \_\_\_, 1991, by Kenneth H. Hughey, as Acting Town Manager of the Town of Vail.

Witness my hand and official seal.

ss.

January 20, 1994 commission expires:

Notary Address 75 S. tvontage Road Vai 816

455849 B-559 P-719 08/12/91 15:28 PG 2 OF 3

#### LEGAL DESCRIPTION FOR PROPOSED ACCESS

Easement for proposed "MANOR VAIL, A RESUBDIVISION OF LOTS A, B, AND C, VAIL VILLAGE SEVENTH FILING." a non-exclusive public pedestrian access easement, more particularly described as follows,

Commencing at the northeast corner of the southeast quarter of the northwest quarter of Section 8, Township 5 South, Range 80 West of the 6th Principal Meridian, which is also a point on the East line of Lot A, Vail Village Seventh Filing; thence S 00°01'06" E a distance of 65.04 feet along westerly line of said Lot A to an angle point on this westerly line; thence S 79°21'06" E a distance of 32.12 feet along the southwesterly line of Lot A to an angle point on this southwesterly line; thence N 89°58'54" E a distance of 20.77 feet along the southwesterly line of Lot A to an angle point of Lot A and which is also the True Point of Beginning: thence S 06°08'54" W a distance of 20.12 feet along the westerly line of Lot A to the Southwest corner of this access easement; thence N 89°58'54" E a distance of 388.64 to the Southeast corner of this access easement which is a point on the northeasterly line of Lot A; thence N 19°57'03" W a distance of 21.27 feet along the northeasterly line of Lot A to the northeast corner of this easement; thence S 89°58'54" W a distance of 329.23 feet to the Point of Beginning, containing 6,677 square feet or 0.15 acres more or less.

### THE VAIL ALPINE GARDEN/TOWN OF VAIL LIMITED LICENSE AGREEMENT

THIS LIMITED LICENSE AGREEMENT is made among the Town of Vail, a Colorado municipal corporation ("the Town"), the Vail Alpine Garden, a Colorado non-profit corporation ("the Licensee").

#### RECITALS

2.

The Town is the owner of certain property commonly known as Ford Park. 1.

A portion of said property has been leased to the Foundation for the purpose of the construction and maintenance of the Gerald R. Ford Amphitheater ("the Amphitheater".)

3. The Licensee entered into a limited license agreement with the Town, dated September 28, 1988, pursuant to which the Licensee constructed an alpine garden which included gravel paths, benches, ponds, water, trees, shrubs, and flowers.

A portion of the alpine garden is located on property which has been leased by the Town 4 to the Foundation for the construction and maintenance of the Amphitheater.

The Town wishes to enter into a new limited license agreement with the Licensee which 5. shall remain in effect until a Lease Agreement is executed. The terms and conditions of the Lease are currently being negotiated.

#### AGREEMENT

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the parties mutually agree as follows:

The Town hereby grants to the Licensee a non-exclusive limited license agreement for the 1. sole purpose of maintaining an alpine garden in the area attached hereto as Exhibit A. This limited license agreement shall commence on June 8, 1994, and shall continue until the parties hereto execute a Lease for the property or it is terminated earlier as herein after set forth.

The Licensee agrees to continuously maintain the licensed area in good, safe, sanitary 2. condition and repair throughout the term of this license. The Licensee agrees to pay a utility cost for the operation and maintenance of the garden. The Licensee shall repair and/or shall be responsible for repair costs for any damaged irrigation, landscaping, and or other improvements associated with the Gerald R. Ford Park or the Gerald R. Ford Amphitheater which may occur due to the maintenance of the garden. In the event the licensed property shall not be maintained in good repair throughout the term of this agreement, the Town may repair and maintain said area and, should such an even occur, the Licensee agrees to pay the Town all reasonable costs and expenses incurred by the Town for such repair.

The Licensee shall operate, maintain, and repair the alpine garden so as not to interfere З. with performances and the maintenance of the Gerald R. Ford Amphicheater.

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4. The Licensee shall restrict vehicle access to only those vehicles that are essential for the maintenance and repair of the Vail Alpine Garden.

5. Upon the termination of this limited license agreement, it requested by the Town, the Licensee shall take all steps necessary to roturn the licensed property as near as reasonably possibly to the condition that it existed in prior to the commencement of this agreement, and, in addition, will re-

6. To secure and guarantee performance of its obligations as set forth in this license agreement, the Licensee agrees to provide the Town with security in the amount of one thousand five hundred dollars (\$1,500.00) in a form acceptable to the Town Attorney. Should the Licensee fail to maintain the licensed area as set forth herein, or if the Licensee fails to return the licensed area to the condition it existed in prior to the commencement of this agreement within thirty (30) days subsequent to the termination of this agreement if so requested by the Town upon the termination of this agreement, the Town shall have the right to draw upon the fifteen hundred dollar (\$1,500.00) security in order to fulfill the Licensee's obligations hereunder.

MAZ

7. The Licensee agrees to obtain and maintain at its own cost a policy or policies of insurance in a form acceptable to the Town for the following types and coverages:

A. Workman's Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this agreement, and employer's liability insurance with minimum limits of five hundred thousand dollars (\$500,000.00) each accident, five hundred thousand dollars (\$500,000.00) disease-policy limit, and five hundred thousand dollars (\$500,000.00) disease-each employee.

B. General liability insurance with minimum combined single limits of one million dollars (\$1,000,000.00) per occurrence and one million dollars (\$1,000,000.00) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury, lack of contractual, products, and completed operations.

C. Comprehensive automobile liability with minimum combined single limits for bodily injury and property damage in an amount not less than one million dollars (\$1,000,000.00) each occurrence and one million dollars (\$1,000,000.00) aggregate with respect to each of the Licensee's own, hired, or non-owned vehicles, the signer to be used in the operation, maintenance, and repair of the Vail Alpine Garden.

D. The general liability policy and the automobile liability policy shall both be endorsed to include the Town's name and the Town's officers and employees as additional insureds. The Licensee shall provide the Town with a Certificate of Insurance which shall provide that the coverage afforded under the policies shall not be canceled, terminated, or materially changed until at least thirty (30) days prior written notice has been given the Town.

2

The Licensee agrees to indemnify and hold harmless the Town and the Foundation, E. their officers, employees, and insurers from and against all liability, claims, demands on account of injury, loss or damage, including and without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this limited license agreement, if such injury, loss, or damage is caused in whole or in part, or is claimed to be caused in whole or in part by the act, omission, error, mistake, negligence, or other fault of the Licensee, and subcontractor of the Licensee, or officer, employee, representative, or agent of the Licensee or of any contractor of subcontractor of the Licensee, or which arise out of any workman's compensation claim of any employee of the Licensee or of any employee of any contractor or subcontractor of the Licensee. The Licensee agrees to bear all costs and expenses related thereto, including court costs and attorney's fees whether or not any such liabilities, claims, or demands alleged are groundless, false, or fraudulent.

The parties have executed this agreement on June 8 , 1994.

TOWN OF VAIL, a Colorado municipal corporation

Robert W. McLaurin, Town Manager

Attest: Hally L. The Cuteline mac

THE VAIL ALPINE GARDEN. a Colorado non-profit corporation

Marc A gid ) For Helen Fr. tch June 8, 1994 Helen Fritch, President By:

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C:ALPGARDN.AGR

By:

Allen Gerstenbergui Associates

9 April 1979

Vail Town Council Town Hall Vail, Colorado 81657

## Re: FORD PARK AMPITHEATER Parking & Transit Study

Dear Mayor Slifer & Council Members:

The following report reviews the impacts on public parking and transit services that would result from the development of an ampitheather on Ford Park.

The projections are based on a sellout performance with an audience of 1,500. This is admittedly a unique situation and should seldom occur. However, it represents the critical situation and indicates where stress points would develop in public services.

The process for developing these projections is presented in the appendices. The format used is easily adaptable to different assumptions about audience composition (ratio between visitors and locals), ridership patterns, etc. I believe these projections are conservatively high and fairly represent the impacts of the proposed ampitheater.

This analysis shows that there is sufficient parking to satisfy the demands of the sellout performance within a twelve minute walk of the site. The study further indicates that the demands on the shuttle bus system can be easily met with the existing fleet and personnel.

If there are any questions about the information in this report, I'd be more than pleased to answer them.

Smile, Mun Y.

Allen Gerstenberger

AG:bg

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### FORD PARK PARKING AND TRANSIT STUDY

#### CONCLUSIONS AND RECOMMENDATIONS

### Conclusions

\* For performances with an <u>audience of 1,500</u> (sellout condition) on Ford Park, the <u>estimated parking demand will be for 400-450 cars</u>.\* There are about <u>200 public parking spaces within a 5 minute walk</u> of the proposed ampitheater and about <u>1000 spaces within 12 minutes</u>.

\* <u>Increased demand for the Shuttle Bus service</u> will be for an additional <u>550-650 passengers</u> (per hour)\*; this will necessitate <u>4 to 5 more buses</u> <u>in service</u> than normal. There are adequate buses and personnel to meet the demand from the largest performances. The direct expense for the additional bus service would be <u>about \$200 per performance</u>.

\* Frontage Road parking (as it presently exists) is extremely unsafe. If the Road were realigned, it would be possible to add 50-60 spaces. This would be sufficient for small performances, but would never satisfy peak performance demands.

\* Critical parking problems would result if major athletic and cultural events were scheduled concurrently on the Park. Some continuing problems can be expected, particularly in the parking lots presently used by the tennis courts.

\* Some traffic congestion will occur as a result of the peak performances; the worst problems will be on the Frontage Road (near the Blue Cow Chute) and Vail Valley Drive (near Golden Peak). However-on the bright side-these will be minor compared to traffic problems during the winter season.

#### Recommendations

\* The <u>Vail Transportation Center should be considered the major parking</u> <u>facility</u> for persons destined for Ford Park. To encourage its use, the following should be considered:

- <u>Signage</u> on the Frontage Road should be installed designating the VTC as the primary (only?) parking area.
- A <u>sidewalk</u>, with lighting and landscaping, should be constructed along the Frontage Road to Ford Park. It should be slightly elevated and removed from the moving traffic. This is critical if people are expected to walk between the two areas. It will create a strong link between them and make the walk safer and more enjoyable.
- A shuttle bus, running along the Frontage Road, should make stops only at the VTC and Ford Park before and after the performance.
   A single vehicle should normally be sufficient, although two buses may occassionally be needed.

 <sup>\* -</sup> See page 3 for graph comparing parking and transit demands for different audience sizes.

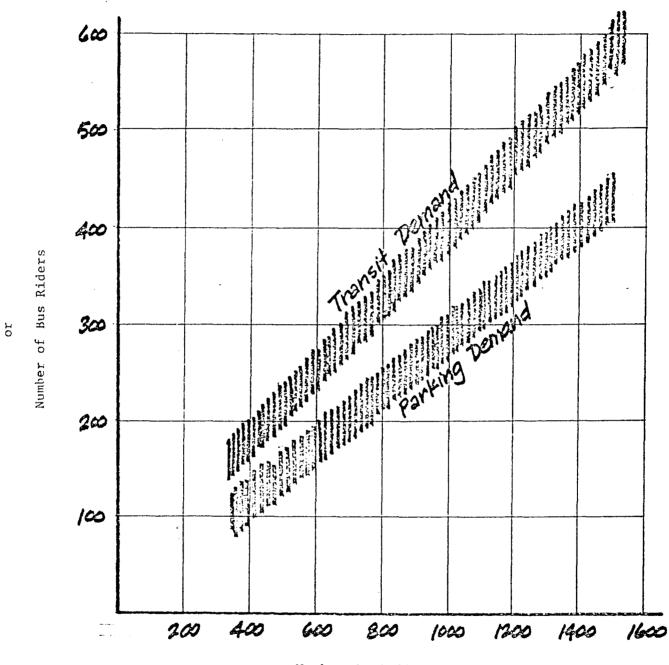
- <u>Incentives</u> should be provided to park in the VTC; examples include a discount on the ticket price, preferential seating, or even a free cocktail.
- <u>Traffic controllers</u> along the Frontage Road could direct cars into the VTC. This would be very effective for peak performances.

\* <u>Upto 5 additional buses</u> should be placed in service on the Shuttle bus route beginning an hour before and continuing until an hour after the performance. The <u>route should be extended to the soccer field</u> during this period.

\* <u>Frontage Road parking is not desirable</u>. It is difficult to control, unsafe and unsightly. If it is to be allowed, the road should be realigned to permit parking on the south side only. (It might be restricted for use only after the VTC is filled.)

\* A <u>vehicle turn-around and passenger unloading area</u> should be designed for Ford Park so that cars seeking a parking space or unloading guests could do so without interfering with moving traffic on the Frontage Road.

\* <u>Competing events should not be scheduled</u> on Ford Park concurrently. A central scheduling system should be established.



Number in Audience

COMPARISON OF PARKING and TRANSIT DEMAND BASED ON SIZE OF AUDIENCE

Number of Cars

### ANALYSIS OF PARKING AND TRANSIT ISSUES

This section of the report summarizes the issues related to parking, transit, and circulation. The information presented is based on a performance with an audience of 1,500. The information presented is supported by the calculations in the appendices.

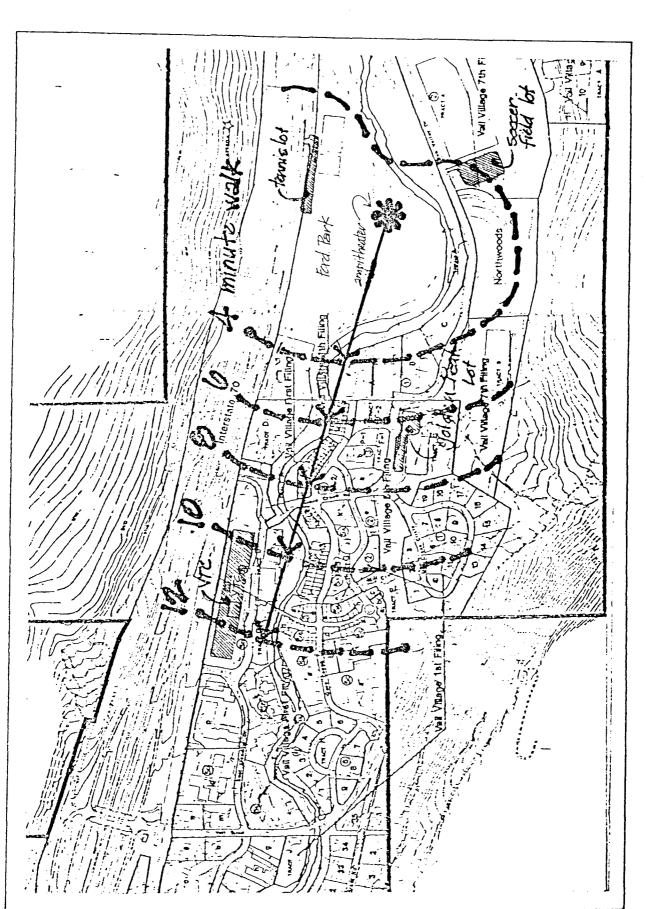
### PARKING DEMAND AND SUPPLY

\* For performances with an audience of 1,500, the parking demand will range from 370 to 550 cars, depending upon the composition of the audience (visitors and locals). For design purposes, an average of 400-450 cars is reasonable.

\* There are about 200 public parking spaces within a 5 minute walk of the proposed site (not including Frontage Road parking). There are a total of about 1000 spaces within a 12 minute walk of the ampitheater. This is shown in the following two exhibits.

### Parking Supply

Lot	Capacity	Distance	Walking Time
Ford Tennis Courts	60 cars	300'	l'z min.
Soccer Field Lot	80	950'	4 <sup>1</sup> z
Golden Peak Lot	70	1300'	6
Vail Transpo Center	820	2600'	$11\frac{1}{2}$
TOTAL	1030		
LionsHead Lot	640	6600'	30



WALKING TIMES to FORD PARK AMPITHEATER

\* The parking located within a 5 minute walking radius is designated for use by other facilities (tennis and soccer). It cannot be presummed available during a performance. At best, only half of these lots can be considered available. In addition, because the lots are small and decentralized, they will result in additional vehicle-miles being driven in hopes of locating a parking spot. If anything, their availability (and knowledge of them by the local residents) will compound the traffic problems on Vail Valley Drive.

\* Based on these calculations, the parking available within an easy walk is about one-quarter of projected demand for a sell out performance.

\* There is ample parking available to meet the peak demands, including all other demands from other facilities and programs in the area within, a 12 minute walk of the site. This is in the Vail Transortation Center. However, a number of concerns should be raised about its present ability to actually be utilized for activities on Ford Park:

- Local residents are used to parking on the Frontage Road near Ford Park; they will therefore try to park there unless prohibited from doing so.
- 2. The most direct walk from the VTC to Ford Park is on the Frontage Road. It is as unsafe as it is unpleasant. The intelligent pedestrian will avoid it as it presently exists.
- 3. There is an important connection between parking location and the destination; it is important, if possible, to make a visual tie between the two. As this is impossible between the VTC and Ford Park, a pedestrian walk connecting them would strengthen the connection and encourage use of the VTC.

\* Frontage Road Parking: The Frontage Road has come to be accepted as the parking lot for recreational activities at Ford Park. It is extremely dangerous, both for the pedestrian and the drivers. Unless the Frontage Road is widened and designated parking spaces provided along the south shoulder, parking for any event along it should be prohibited.

\* There will be cars that drive to Ford Park and try to turn around. In doing so, they frequently interfer with moving traffic. Therefore, a vehicle turn-around should be developed at the Park. This could also serve as a passenger unloading area before the car is parked.

As a footnote (and not trying to be cynical), I can see no reason why we can expect a concert-goer to be any more agreeable to walking a quarter-mile than are the people participating in athletic events. The development of the Park needs to accommodate eacy access to the site. Hoping that people will not try to drive as close as possible is not the solution. It just procrastinates the decisions.

### PARKING ALTERNATIVES

The following are alternative solutions to locating the necessary parking. (They are not recommendations, just alternatives to consider.)

- 1. Parking on Ford Park: There presently is parking for about 60 cars on Ford Park. This number could be increased, but it would never be sufficient to meet the demand without structuring the parking lot. This would be prohibitively expensive.
- 2. Parking on the Frontage Road: This alternative requires re-working the Frontage Road and creating parallel parking alon the south side only. (Parking on the north creates an unsafe situation.) This would increase the capacity of the area by about 50- 60 spaces. Although this would be insufficient to meet demands, it is an alternative that has been seriously considered and has been included in the Capital Improvement Plan.
- 3. Encourage use of the Vail Transportation Center: This would involve efforts to direct traffic into the VTC, including improved signage and possibly traffic controllers. An important capital improvement would be the construction of a pleasant and safe pedestrian walk along the Frontage Road between the VTC and Ford Park. It should be landscaped and lighted. Also, incentives might be provided for people to park in the structure (or to take the bus), such as a discount on the price of admission or preferential seating for the performance.

As will be discussed later, a special shuttle bus could also run from the VTC to Ford Park along the Frontage Road to meet the demands during peak periods. This would not only provide a simple, comfortable linkage, but act as a visual connection, as well.

### SUMMARY OF PARKING ISSUES

The parking problems created by a performance with an audience of 1,500 people are important considerations, but are not insurmountable. There is limited parking in the area (sufficient to handle performances up to about 350-400 spectators). This parking is decentralized and will result in increased traffic on some streets due to people looking for the "lucky break" parking spot. Frontage Road parking is esthetically displeasing and a serious safety problem. It would involve sugnificant work on the Road to make it safe; it would provide a partial solution.

The key to parking for activities on Ford Park is better utilization of the Vail Transportation Center. This can only be accomplished through a comprehensive program including signage to direct people to the VTC, incentives for its use, and occassional use of traffic controllers,

### APPENDIX A PARKING AND TRANSIT ANALYSIS MODAL SPLIT CALCULATIONS

The following three pages present work sheets for determining the number of vehicles and bus riders attending performances at Ford Park, given different sets of assumptions.

The types of performances to be presented will appeal to a range of audiences; some will have greater appeal to locals, while others will be attended by visitors staying the commercial cores. We anticipate different travel characteristics for the different groups (locals will tend to use their cars more, while visitors will take the shuttle bus or walk, depending upon where they're staying).

The three situations reviewed include:

SITUATION A:	60% of the audience are local residents; 30% are guests staying lin the Village and LionsHead; 10% are guests from outlying areas or out-of-town.
SITUATION B:	15% are local residents; 70% are guests in the Village and LionsHead, but they tend to use their cars and not the shuttle bus; 15% are guests from out-of-town.
SITUATION C:	<pre>15% are local residents; 70% are guests in the Village and LionsHead, and they use the shuttle bus; 15% are guests from out-of-town</pre>

15%	are	guests	irom	out-of-town.
-----	-----	--------	------	--------------

	#_cars	<pre># bus riders</pre>	<pre># walkers/bikers</pre>
Situation A	474 cars	315 bus riders	180 walkers/bikers
Situation B	549	326	127
Situation C	372	652	244

### SITUATION A: LOCAL Majority

	# cars	# Bins   Ridens	Walkers
VILLAGE/LIONSHEAD_GUESTS $30\%$ of audience)1. $20\%$ drive (2.5 persons/car) (1500 Y.3 Y.2 $\div$ 2.5)2. $20\%$ walk (1500 Y.3 Y.2)3. $60\%$ ride shuttle bus (1500 X.3 Y.C)	36	<b>E</b> 270	90
$\underbrace{OUT-OF-TOWN \ GUESTS} (10\% \ of \ audience)$ 1. $\underbrace{100\%}_{(1500\% \ \cdot 1\% \ 1.0)}$ 2. $\underbrace{0\%}_{\%} \ walk$ 3. $\underbrace{0\%}_{\%} \ ride \ shuttle \ bus$ $\underbrace{LOCALS} (10\% \ of \ audience)$	150		
<ol> <li>80% drive (2.5/car) (1500×.6×.8÷z.5)</li> <li>10% walk or ride a bike (15cv×.6×.1)</li> <li>5% ride shuttle bus (15c0×.6×.c5)</li> <li>5% ride Bighorn/Sandstone bus (15c0×.6×.05)</li> </ol>	288	45 45	90
SUMARY			
IN-TOWN GUESTS	36	270	90
OUT-OF-TOWN GUESTS	150	0	0
LOCALS	288	45	90
TOTALS	474 cars	315	180

4/8/79

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Ford Park 9 April 79 Page 12

SITUATION B: VISITI Majority - Bad bus trividus)						
	# cars	# Bus Ridens	Walkers			
VILLAGE/LIONSHEAD GUESTS (% of audience)						
1. $60\%$ drive (2.5 persons/car) (1500 × .7 × .6 ÷ 2.5) 2. $10\%$ walk (1500 × .7 × .1) 3. $30\%$ ride shuttle bus (1500 × .7 × .3)	252	315	105			
OUT-OF-TOWN GUESTS (% of audience)						
1. <u> 00 %</u> drive (2.5/car) (1500 × .15 × 1.0) 2. <u>%</u> walk	225		0			
3% ride shuttle bus		0	-			
LOCALS $(15\%)$ of audience)						
1. $\frac{60\%}{(15\% \times .(5 \times .8 \div z.5))}$ 2. $\frac{10\%}{(15\% \times .(5 \times .8 \div z.5))}$ 3. $\frac{5\%}{(15\% \times .15 \times .1)}$ 4. $\frac{5\%}{12}$ ride shuttle bus $(15\% \times .15 \times .05)$ 4. $\frac{5\%}{12}$ ride Bighorn/Sandstone bus $(15\% \times .(5 \times .05))$	72	( 	22			
SUMMARY						
IN-TOWN GUESTS	252	315	105			
OUT-OF-TOWN GUESTS	225	0	0			
LOCALS	72	11	22			
TOTALS	549	326	127			
	GARS	•				

4/8/1

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· · ·			
SITUATION C: Visitor Majority - god bus riders			
	# cars	# Bus   Ridans	Walkers
VILLAGE/LIONSHEAD GUESTS (% of audience)			
1. $20\%$ drive (2.5 persons/car) (1500×.7×.2÷2.5) 2. $20\%$ walk (1500×.7×.2) 3. $60\%$ ride shuttle bus (1500×.7×.6)	84	630	210
OUT-OF-TOWN GUESTS (15% of audience)			
1. $\frac{100\%}{(1500\times.15\times(.0))}$ 2. $\frac{\%}{2}$ walk	225		0
3% ride shuttle bus D LOCALS (15% of audience)		0	
1. $70\%$ drive $(2.5/car)$ $(1500 \times .15 \times .7 \div 2.5)$ 2. $155\%\%$ walk or ride a bike $(1500 \times .15 \times .15)$ 3. $10\%\%$ ride shuttle bus $(1500 \times .15 \times 0.1)$ 4. $5\%\%$ ride Bighorn/Sandstone bus	63	22	34
(1500×.15×.05)			
SUMMARY	<i><b>n</b></i>	(2.2	
IN-TOWN GUESTS	84	630	210
OUT-OF-TOWN GUESTS	225	0	0
LOCALS	63	22	34
TOTALS	372	652	244
	GARS		

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4/8/17

### APPENDIX B TRANSIT DEMAND SCRATCH SHEET

- \* Bus capacity = 32 seated + 18 standees = 50 persons/bus
- \* Trip time, soccer field to West LionsHead, round trip = approx 30 min.
- \* Existing summer ridership during "rush hour" = approx 300 riders during July and August
- \* One-way demand is half peak hour = 150
- \* Existing bus demand: 150 ÷ 50/bus = 3 buses

Ford Park demand, performance w/ 1500 audience:

- \* est. 600 passengers/hour one way
- \* each bus makes 2<sup>1</sup>/<sub>2</sub> round trips/hour (summer)
- \* therefore, east bound capacity of each bus = 125/hr.
- \* assume demand spread out over 1 hour, therefore additional demand requires <u>5</u>-additional buses. same number required after performance.

Route extension: shuttle should take passengers to Northwoods and unload near path to the bridge, proceed to soccer field and turn around.

Cost to town: has been about 7.75/hour; for study assume that it will be closer to 8,00/hour.

From VTC:

\*assume 300 cars park in VTC x 2.5/car = 750 people. \*assume one-half walk, :: 375 bus riders \*assume bus shuttling between VTC and Park can make 6 round trips/hr x 50 people/RT = 300 person capacity/hr/bus \*therefore, a single bus can nearly handle the demand.

APPENDIX C									
NUMBER	OF	UNITS	AND	BEDS	IN	VAIL	VILLAGE	AND	LIONSHEAD

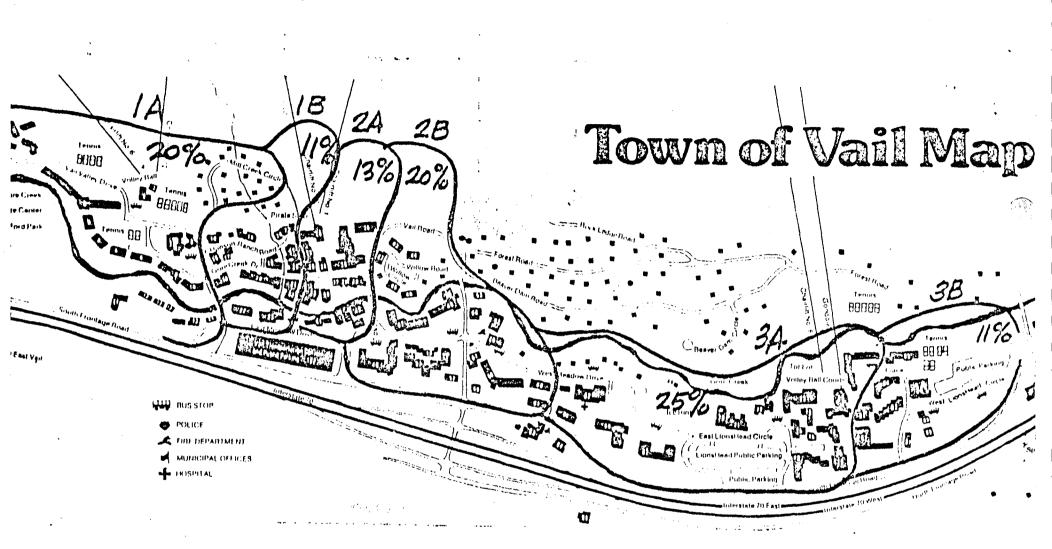
	Number of Units	s Number of Beds		
	Lodges Condos	s Lodges Condos	Total	
LionsHead Total	268 620	536 2,480	3,016	
Vail Village Total	704 1,005	1,408 4,020	5,428	
Total	972 1,625	1,944 6,500	8,444	

### NUMBERS OF BEDS BY ZONE

ZONE* Beds	1A 1700 (20%)	1B 914 (11%)	2A 1144 (13%)	2B 1670 (20%)	3A 2120 (25%)	<u>3B</u> 896 (11%)
Beds	2614	(31%)	2814	(33%)	3016	(36%)
Total Bed	ls		8444	(100%)		

Assume: Lodges have 2 beds/unit; condo/apts have 4 beds/unit.

\* See next page for Zone map.



## FORD PARK MANAGEMENT PLAN

SYNOPSIS OF OPEN HOUSE PRESENTATION AND SUMMARY OF OPINION SURVEY

07/16/96

TOWN OF VAIL PUBLIC WORKS DEPARTMENT

### FORD PARK – RESOURCES AND CHALLENGES

Ford Park is one of the most important recreation assets of Vail. Within a very small area (39 acres) it provides facilities for a wide variety of activities, including:

- a community park with picnic pavilions, children's playground and open fields
- competitive athletic fields softball soccer, lacrosse for local players as well as national tournaments
- over 70 cultural events each summer at the Ford Amphitheater
- the Betty Ford Alpine Garden that attracts over 85,000 visitors per summer
- daily tennis play and tennis tournaments on 8 courts
- the Vail Nature Center in the historic Anholz ranch house next to Gore Creek
- natural, quiet areas along Gore Creek
- bike and walking paths
- summer parking for park users and winter parking for employees and skiers

Problems that need to be addressed:

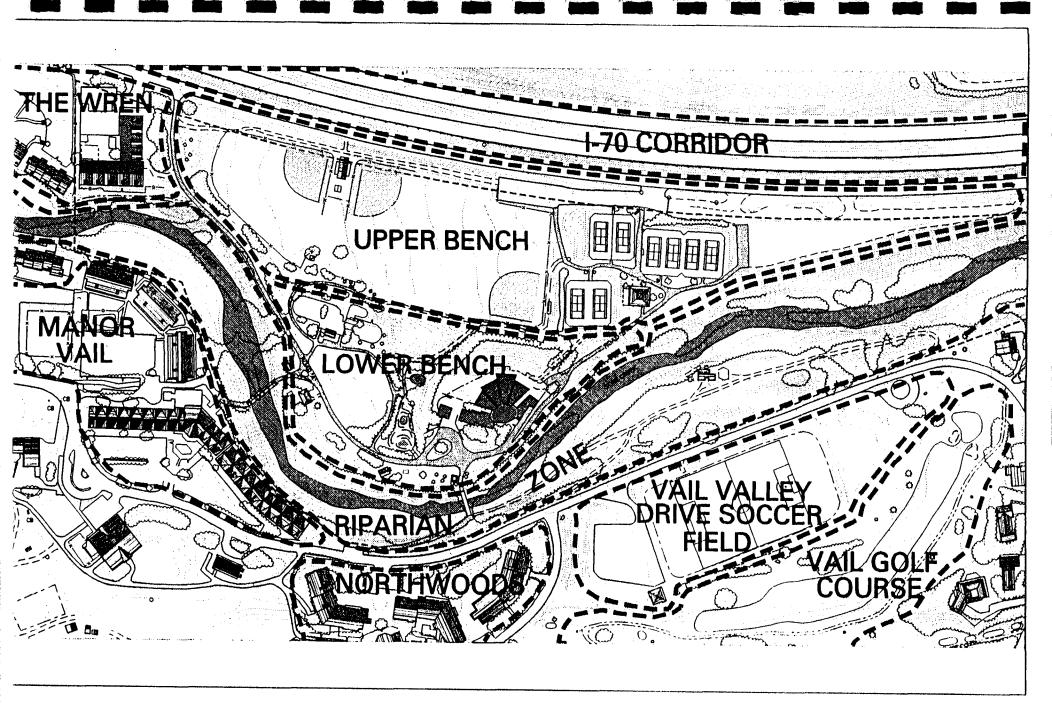
- Short-term and long-term parking needs
- Finding/encouraging other means of access to reduce parking needs
- Improving barrier-free access for people with disabilities
- Finding a suitable location for the Alpine Garden Education Center
- Minimizing vehicles in the Park
- Provide CDOT-required turn lanes at the Frontage Road entry to the Park
- A central point of contact for scheduling Park activities

As a result, the Vail Town Council assigned the Parks Division of Public Works the task of updating the 1982 Master Plan and in doing so, to address the management issues of the Park.

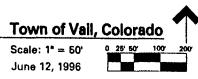
This Open House is to seek ideas and comment from Vail community on preliminary concepts that have been developed for the Management Plan for Ford Park

Ford Park Management Plan

Page 2 Town of Vail Public Works Department

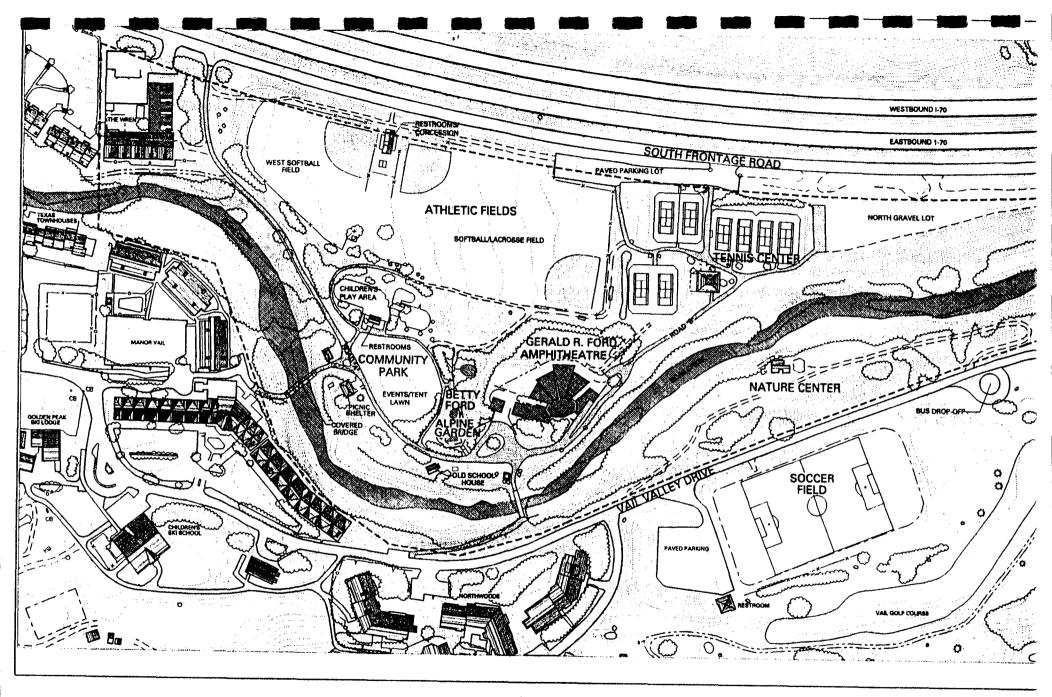


# FORD PARK



/inston Associates, Inc.





# FORD PARK

Winston Associates, Inc.

 Town of Vall, Colorado

 Scale: 1" = 50'
 0 26' 50'
 100'
 200'

 June 12, 1996
 100'
 100'
 100'
 100'

## **EXISTING CONDITIONS**

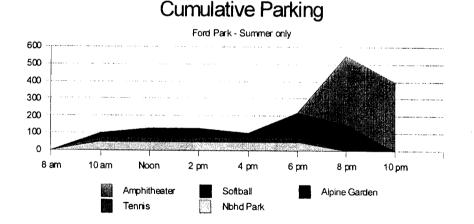
### **PARKING ISSUES**

Parking is inadequate during peak events in the Park. For Ford Park peak summer events (50 or 60 times per summer) there is a parking demand of almost 600 cars.

Current available parking in the Park (Paved lot + gravel lot) = 213 cars

Apart from Ford Park parking needs, Vail needs additional winter parking, probably equal to the Park's needs (at least 600 cars).

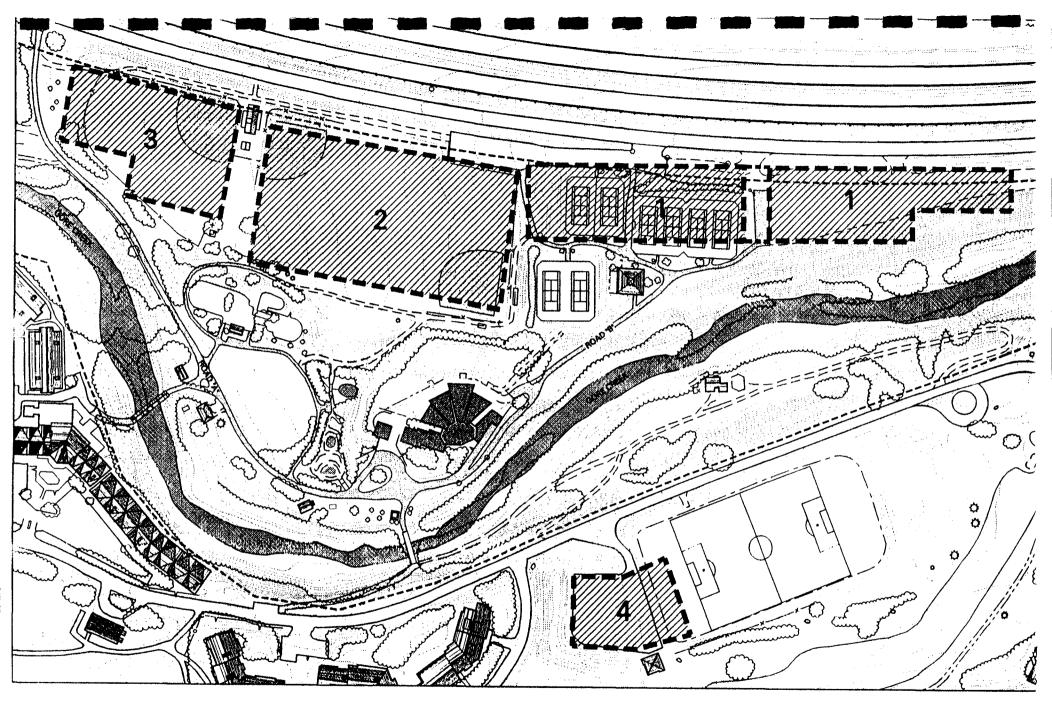
The Town Council has stipulated that the Master Plan needs to preserve the possibility for a parking structure. This is not necessarily an *endorsement* for locating a parking structure in the Park. The task of this Master Plan is to identify *where* in the Park a structure would best be located, if in the future the Town determines the Park *is* the appropriate place.



Four possible parking structure locations are shown here. All would be buried. Only Option 1 would have surface level parking. All others would have grass fields or landscaping on the surface level.

Therefore, the best interim solution must combine parking at the TRC with some other alternative, such as the bus system.

There are potential impacts of parking structure on ball fields — they would be displaced for at least 2 years during construction.



# FORD PARK

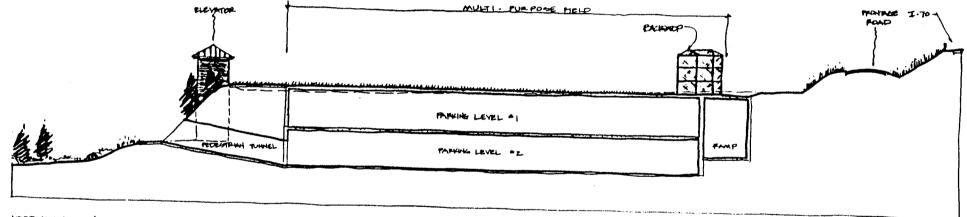
Winston Associates, Inc.

 Town of Vail, Colorado

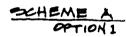
 Scale: 1" = 50'
 0 28' 50'
 100'
 21'

 June 12, 1996
 0
 28' 50'
 100'
 21'

PARKING OPTIONS

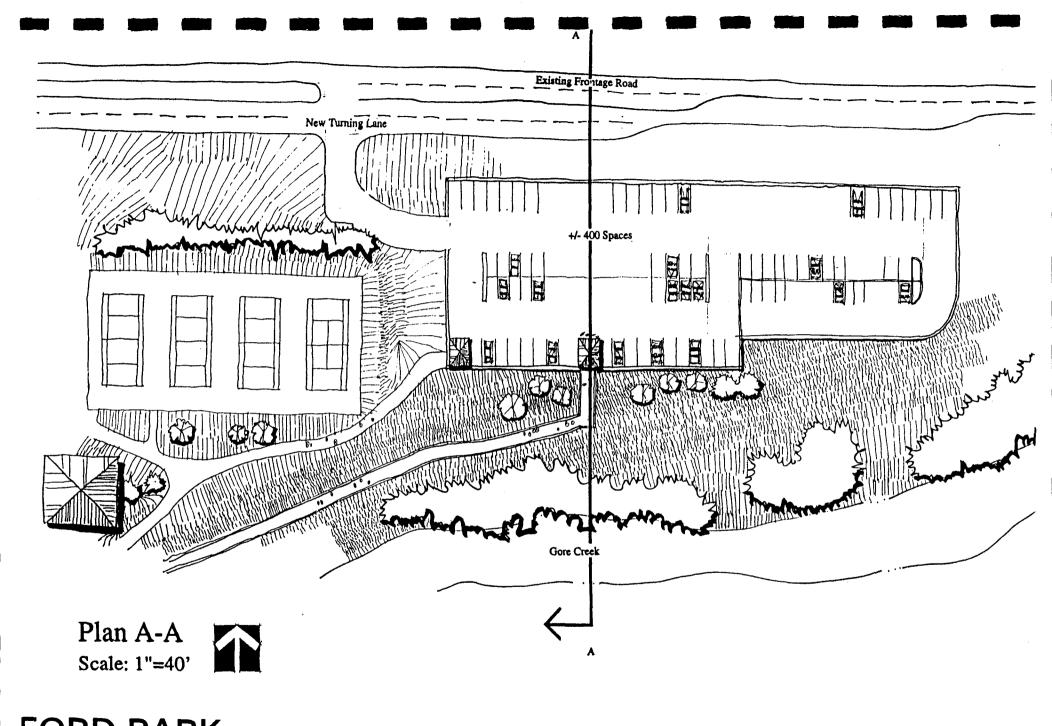


VERTILAL GEALE : 1" = 10"-2" HOLIZENTAL GEALE : 1" = 20-0"





Winston Associates, Inc. June 12, 1996 PARKING STRUCTURE #2 SECTION

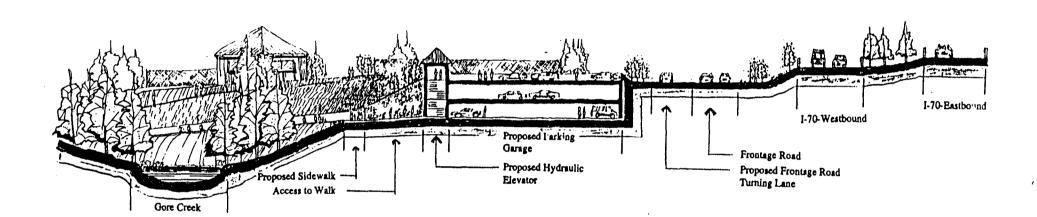


FORD PARK

Winston Associates, Inc. June 12, 1996

Town of Vail, Colorado

PARKING STRUCTURJ #1 PLAN



Section A-A Scale: 1"=30'



Winston Associates, Inc. June 12, 1996 PARKING STRUCTURE #1 SECTION

### **FRONTAGE ROAD ISSUES**

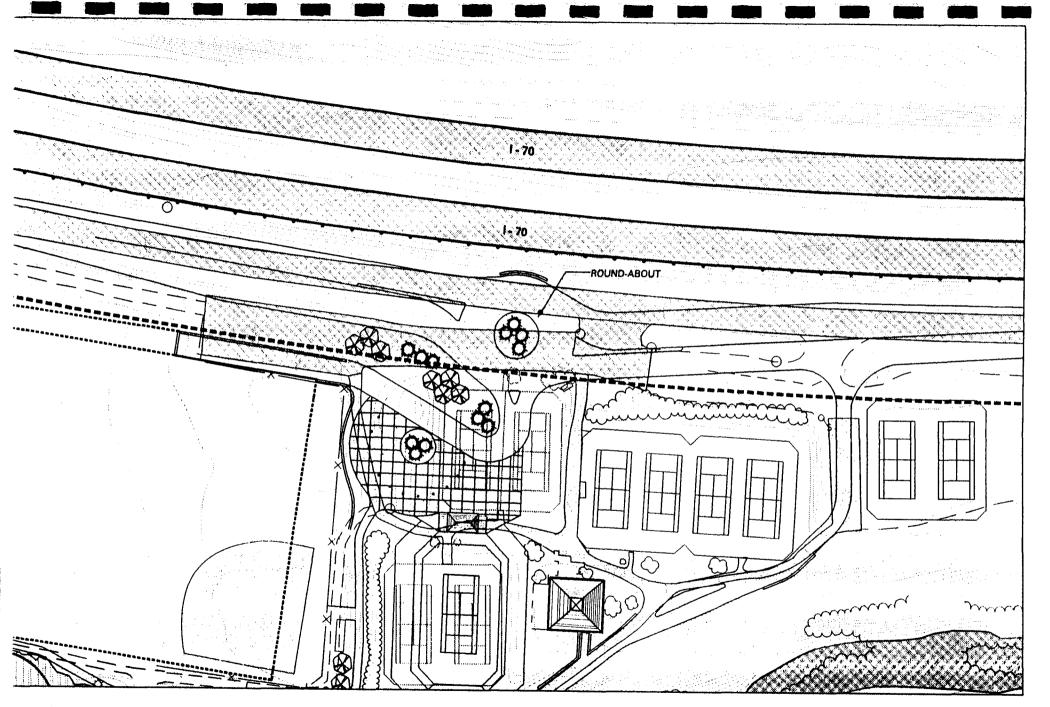
Ford Park access from the Frontage Road is not in compliance with current standards (turn lanes) of the Colorado Department of Transportation (CDOT). While CDOT has not requested turn lanes yet, such a request is imminent, especially if there are any modifications to Ford Park.

Two possible options for the Frontage Road are illustrated: standard turn lanes, and a roundabout.

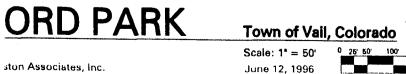
Note that the widening to accommodate the turn lanes, bike lanes and shoulders is extensive. Even though it is still within the CDOT right-ofway, it expands onto land that is now being used for the Park.

Preliminary analysis indicates that the traffic levels are not high enough to justify a roundabout — it does not work properly without a minimum traffic level. Nevertheless, if a parking structure were located in the Park, the roundabout might be warranted.

The location of either the turn lanes or roundabout will be determined by which parking structure option is deemed preferable.

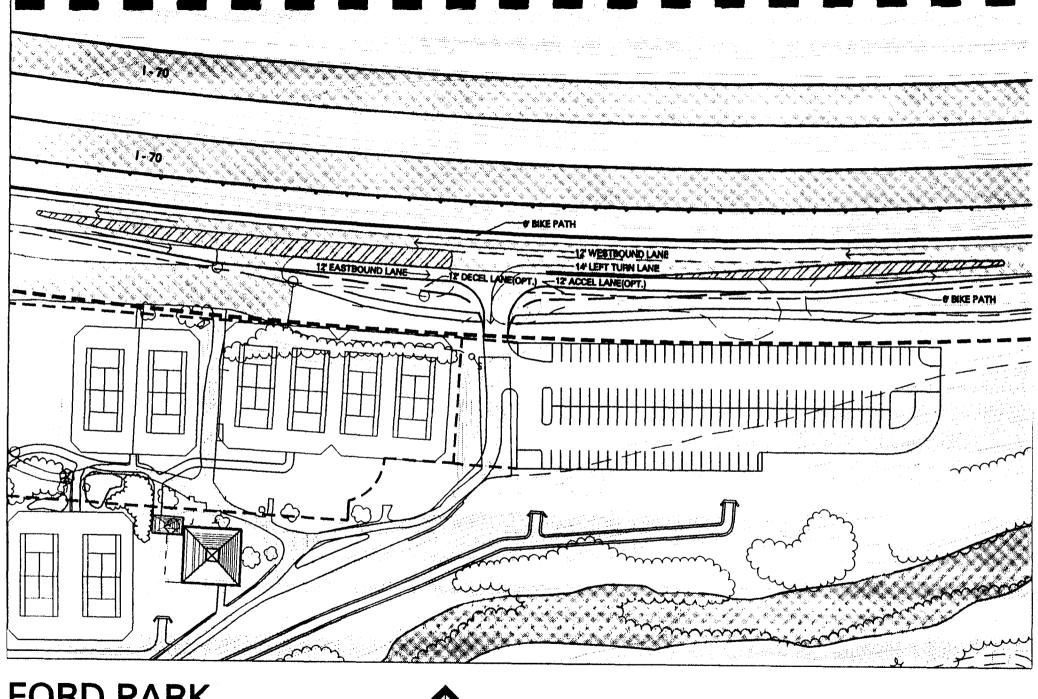


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**ROUND ABOUT** 

ston Associates, Inc.





## ACCEL/DECEL LANES

### **INTERIOR CIRCULATION ISSUES**

Since many of the major destinations within the Park are far from parking and entry points, there are a variety of special access needs within the Park: elderly patrons, people with disabilities, strollers, people carrying picnic coolers, delivering performance equipment and goods to the Amphitheater, and maintenance/ repairs to all of the facilities.

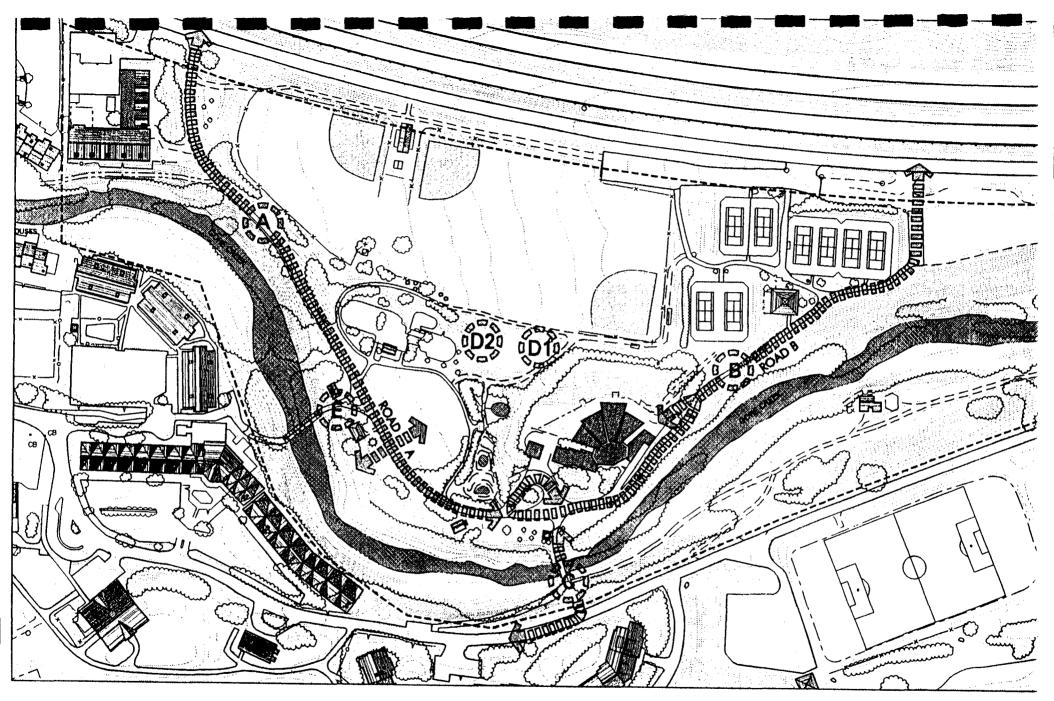
Currently, cars, trucks and "Cushman-type vehicles (golf carts) are used to transport people and materials within the Park. However, vehicles are increasingly creating conflicts with pedestrians on paths and a number of people feel that increasing number of vehicles parked on the Lower Bench detract from the ambience of the Park.

The two major paths through the Park are designated as Road A (near the Wren) and Road B (from the North gravel lot to the Amphitheater). The Master Plan considers eliminating all but emergency access on Road A, and requiring that all service, deliveries, shuttles and buses use an upgraded Road B. Upgrades to Road B would consist of widening certain sections through the use of retaining walls.

Some of these needs can also be addressed by better pedestrian access.

A number of the paths in Ford Park have sections that are too steep to comply with the American Disabilities Act [ADA]. To make the paths accessible (barrier-free) will require longer paths, to make them less steep, or mechanical lift devices such as elevators. Making the paths longer increases the effort required by the elderly and people with disabilities.

Longer trail and elevator options (C, D, E) are illustrated in the accompanying diagrams and in the Alternative Concepts (Boards 7, 8 and 9).



# FORD PARK

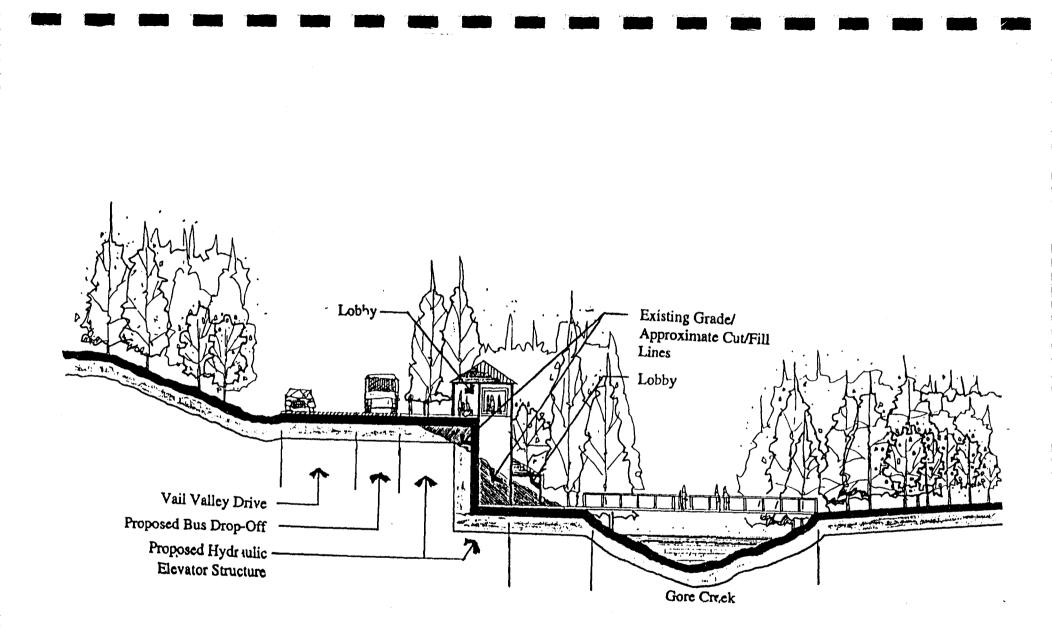
 Town of Vali, Colorado

 Scale: 1" = 50'
 0 25' 50'
 100'
 200'

 June 12, 1996
 100'
 100'
 100'
 100'

Winston Associates, Inc.

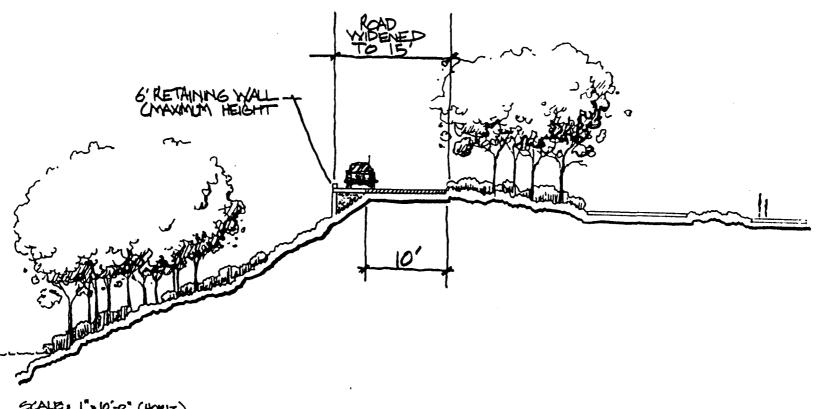






ELEVATOR @ VAIL VALLEY DRIVE SECTION

ine 12, 1996



SCALE: 1" 10'-0" (HOHIZ) 1" = 5'-0" (VERT)



Town of Vail, Colorado

Winston Associates, Inc. Jane 12, 1996

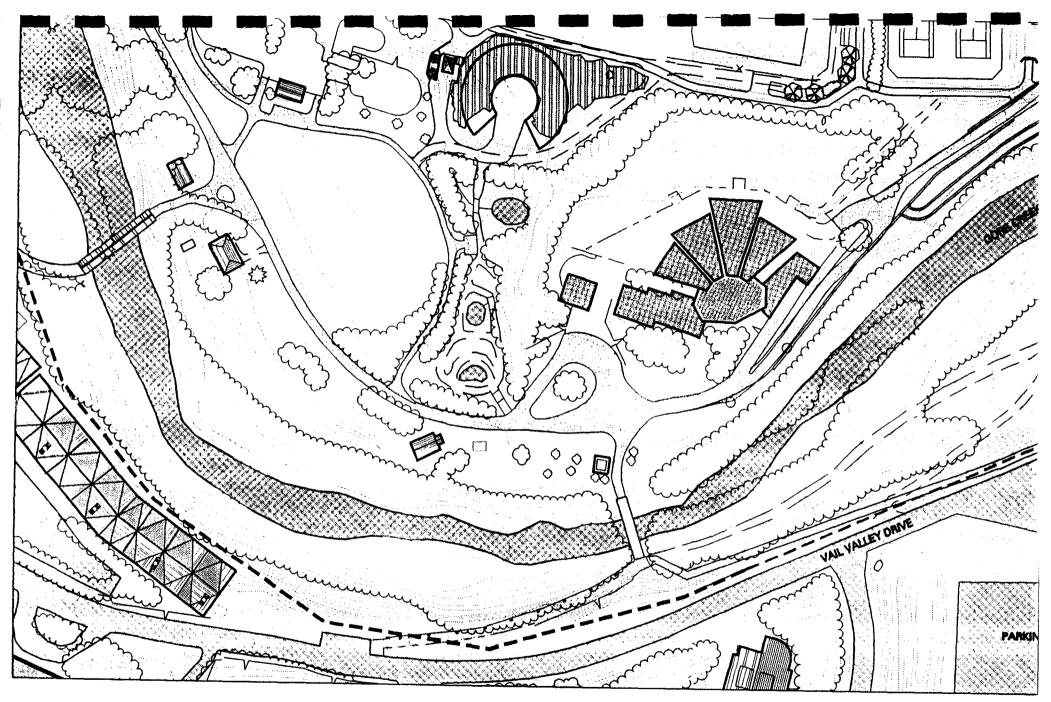


### ALPINE GARDEN EDUCATION CENTER

The Betty Ford Alpine Garden Foundation estimates that the Garden is visited by approximately 85,000 people annually. In an effort to increase its educational outreach, the Foundation desires to construct an Education Center on the hillside area at the northern extent of its lease area.

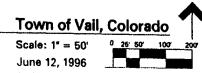
The Education Center has been designed in a horseshoe form that recalls a Native American Kiva. The Center would contain formal displays, conference rooms, offices and storage. A rock garden on the hillside would extend onto the roof of the Center.

Two options considered by the Advisory Committee are shown on this board: a location in the current Alpine Garden, and a two-building scheme with a year-round building at the Soccer field parking lot, and a smaller summer-only building in the Alpine Garden. The Foundation no longer views the two-building scheme as viable, so only the Alpine Garden location is shown on the Alternatives on Boards 7, 8 and 9.

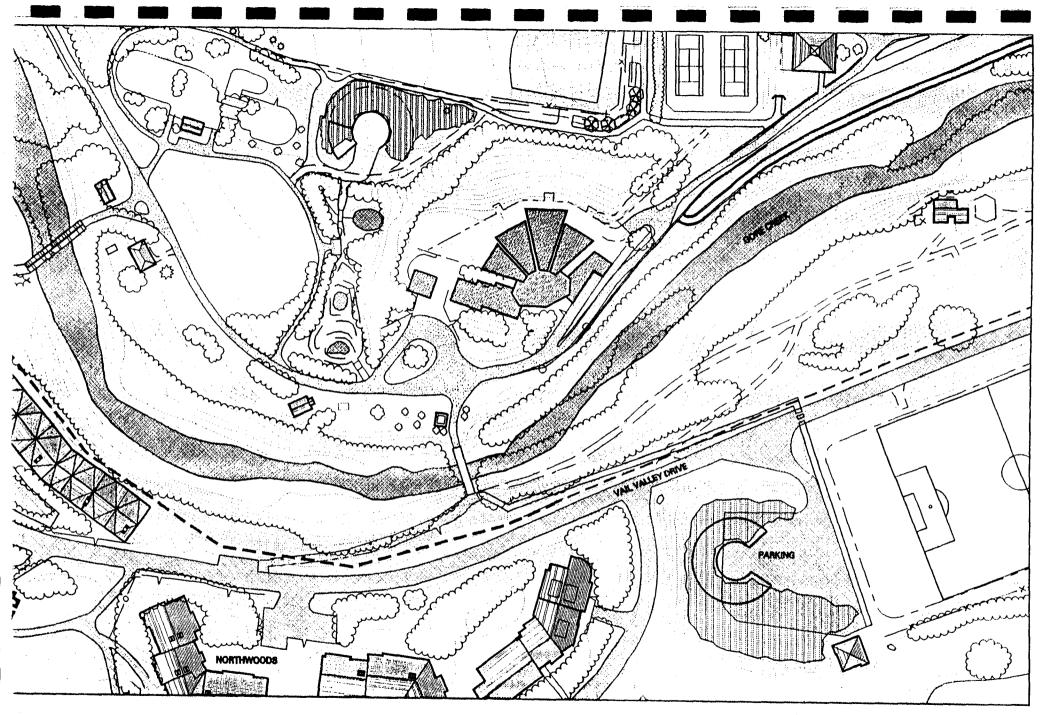




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# FORD PARK



ALPINE ED. CENTER

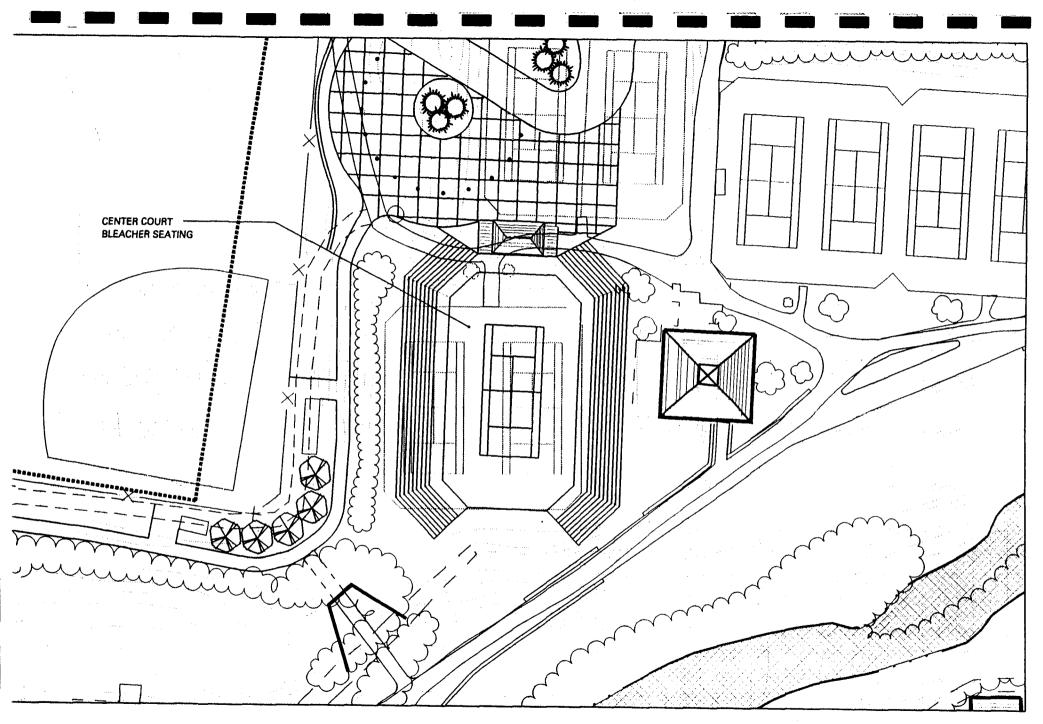
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### **POSSIBLE ADDITIONAL SPORTS FACILITIES**

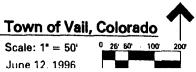
The Vail Recreation District schedules, staffs and maintains most of the active athletic facilities for Town of Vail residents. Softball leagues play throughout the summer and attract players from Vail as well as residents from down Valley. There are 8 tennis courts and a tennis center that also houses VRD staff. The fields are also used for soccer and rugby play, as well as national tournaments such as the annual Lacrosse tournament that attracts some of the best teams in the U.S.

Looking ahead to future needs as well as improving current venues, the VRD has suggested for consideration:

- a tennis "center court" stadium with bleacher seating with a capacity of up to 2,500 people to accommodate major spectator matches; and
- stadium seating on the north side of the softball/lacrosse field to better accommodate spectator crowds for major field sport competition (soccer, lacrosse, rugby, softball, etc.).

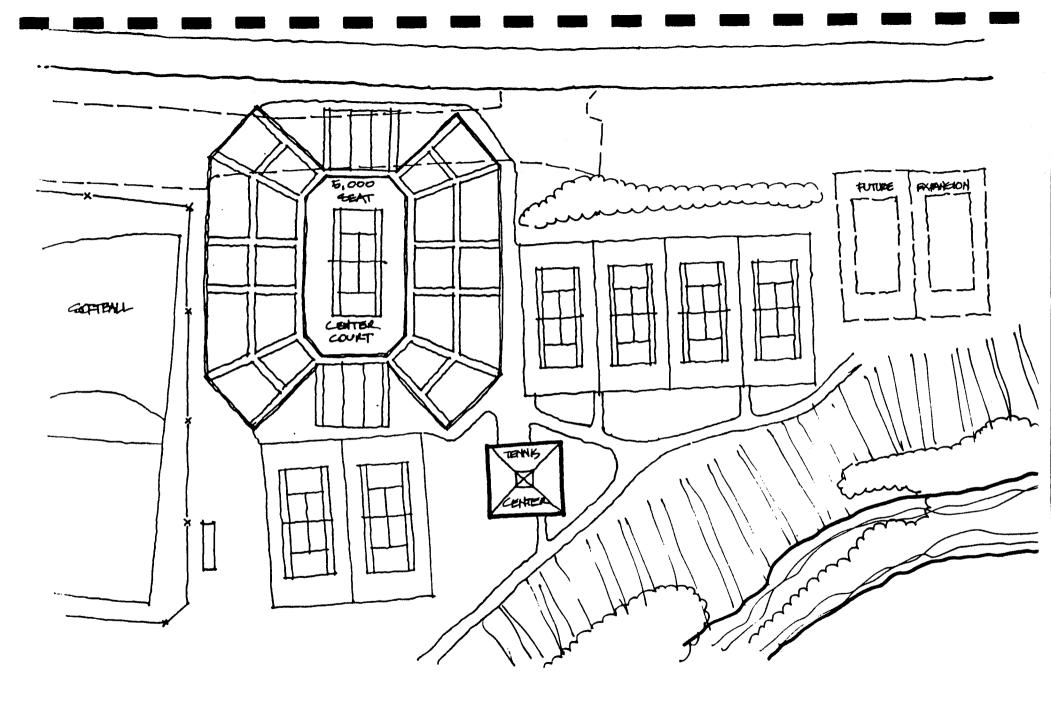


## ORD PARK



ston Associates, Inc.

CENITED COI IDT





5000 SEAJ CHAMPIONSHIP COURJ

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Winston Associates, Inc. June 12, 1996



# FORD PARK Town of V

 Town of Vail, Colorado

 Scale: 1" = 60'
 0 30' 60'
 120'
 240

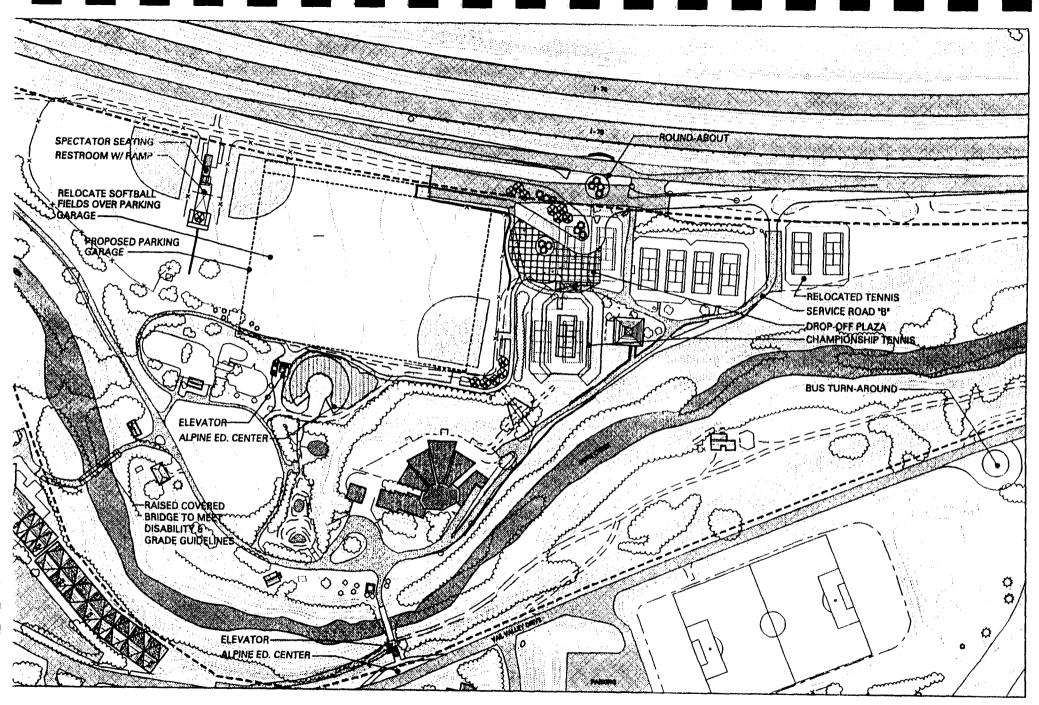
 June 12, 1996
 120'
 120'
 120'
 120'

Winston Associates, Inc.

**GRANDSTAND SEATING** 

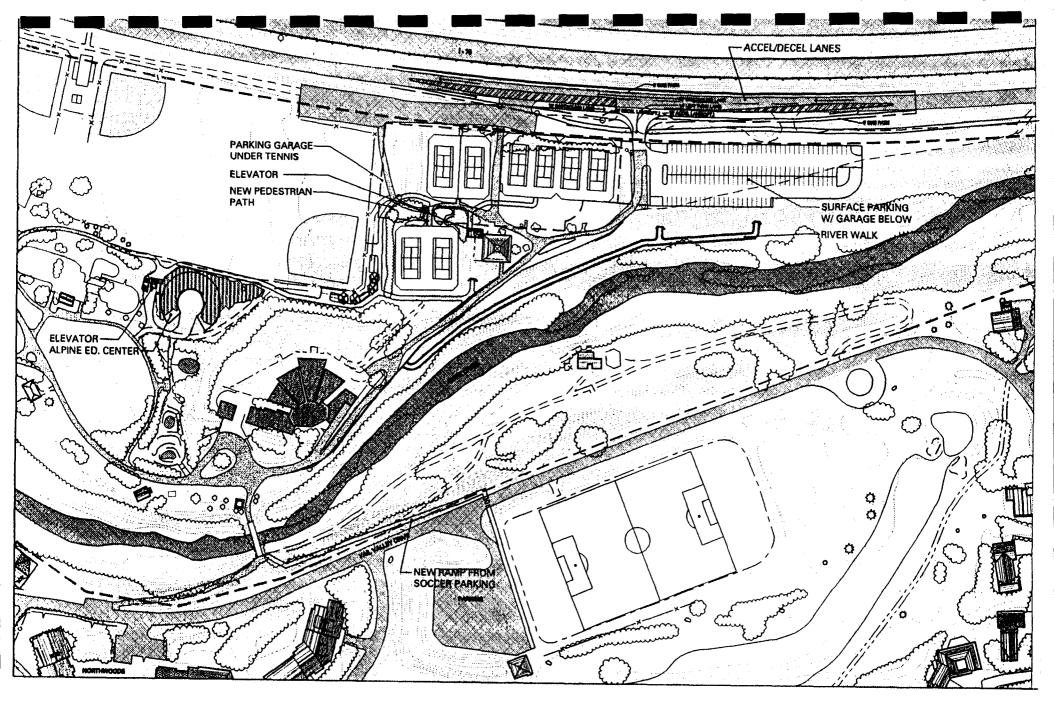
### ALTERNATIVE MASTER PLANS (DRAFT)

Ford Park Management Plan





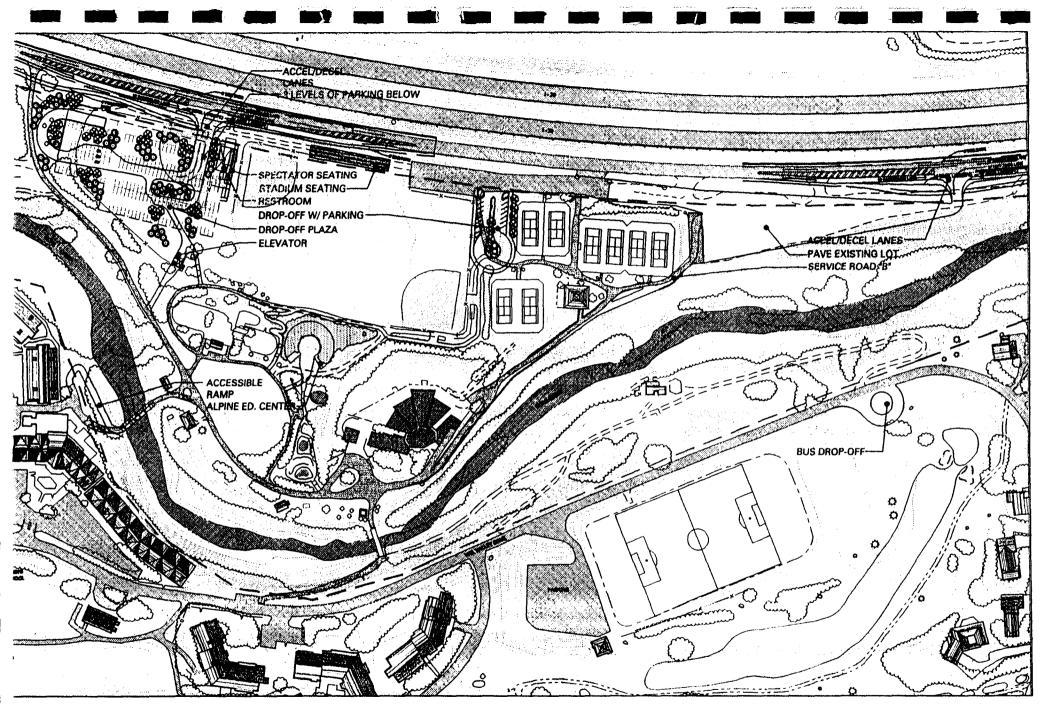
ston Associates, Inc.



200

#### FORD PARK Town of Vail, Colorado 0 26' 50' 100' Scale: 1" = 50' Winston Associates, Inc. June 12, 1996





# FORD PARK Town



Vinston Associates, Inc.



### **PROPOSED POLICIES**

- 1. Ford Park provides a setting and facilities for a variety of different functions: passive and active recreation, spectator sports (such as the lacrosse tournament), and cultural and educational events in the Amphitheater. It is intended to be a park for all ages and interests. This variety of uses and facilities in the Park are important to accommodate the diverse interests of the Vail community and will be preserved. No one event or type of use will be allowed to dominate the setting of Park or its usage. For example, even though there will be special events with tents and catering, they will not be allowed to consistently exclude casual, unprogrammed uses of the Lower Bench.
- 2. All the uses in Ford Park contribute to the health and wellbeing of Vail Valley residents, and all contribute to the tourism and economic base of the community. It is important that all functions in the park be maintained, and allowed to function, at a high quality level. Functions that do not maintain high standards of quality, or that cause a diminution of the experience of park users, will not be permitted.
- 3. The historic qualities and natural character of the Nature Center are to be maintained.
- 4. New or changed facilities or uses will not be permitted to curtail existing public uses of facilities in the Park unless there is either a compelling public interest or adequate alternative facilities are available to its users.

- 5. Changes in the character of the Park are to be kept to a minimum. Additional structures in the park will be permitted only upon demonstration that:
  - a) the use is consistent with Park character and park policies;
  - b) there is not a non-park location that adequately serves the both the public and proponent's need;
  - c) the structure can be integrated into the park with minimal change in the character of the park;
  - d) impacts on other uses in the park, due to a proposed use or structure (including its installation/construction) will be mitigated fully;
  - e) the proposal is accompanied by a thorough disclosure of potential impacts to the Park, including visual, functional, services and traffic; and
  - f) if the proposed change is not consistent with the Ford Park Master Plan, the plan must be amended prior to approval of the proposed change. The amendment process will include an opportunity for the general public to review and make comment on potential changes.

Ford Park Management Plan

### Management

- 1. Ford Park is a Town of Vail facility. The land is owned by the Town and is within the limits of the Town. The Park is the primary recreation resource for residents of the Town of Vail. In the case of conflicting uses, functions that best serve the interests of the Vail community will have the highest priority. In all cases, final decisions regarding the Park rest with the Vail Town Council.
- 2. The day-to-day management and coordination of activities in the Park are the responsibility of the Parks Division of the Public Works Department of the Town of Vail. In this capacity the Parks Division will be advised by a Coordination Committee, that will include a representative of:
  - a) the Town
  - b) the Vail Valley Foundation
  - c) the Alpine Garden
  - d) the Vail Recreation District
- 3. The Coordinating Committee shall meet monthly, or as otherwise determined by the Committee, to advise the Park Manager on matters such as a unified schedule, user conflicts, maintenance problems and responsibilities, proposed Park improvements, budgeting and park policies.
  - a) Each park user is responsible for mitigating for the impacts created as a result of it's events or use of the Park, unless specifically exempted by Council.
  - b) Each major park user (Town, Vail Valley

Foundation, Alpine Garden, VRD, etc.) is responsible for the maintenance and improvements<sup>1</sup> to its own area, as designated in its contract with the Town as per the attached diagram.

- c) Each park user shall be responsible for the clean up and any repairs, to any area of the park, that are necessitated by an activity the user has sponsored.
- 4. Costs for maintenance and minor improvements to the common areas of the Park are to be shared among all users on an equitable basis.
- 5. For the maintenance and improvement of the common areas, a unified annual budget shall be developed for the Park, with appropriate contributions from all the major park users.

### **Pedestrian Access**

- 1. Pedestrian access to the Park from the Vail Village shall be easy and visible. The Park shall be pedestrian-friendly.
  - a) There shall be no barriers to free access within the park or between the park and the surrounding community. This includes providing barrier-free access to the Park for the elderly and those with disabilities.

### **Parking and Vehicles**

<sup>1</sup>All improvements need to be permitted through applicable Town of Vail procedures.

Page 10 Town of Vail Public Works Department

- 1. Adequate parking (for the park's needs) is to be provided in the Park or conveniently nearby. Capability will also be reserved, through the Master Plan, to accommodate additional Town-wide parking needs in the park, as long as it meets the other criteria in these Policies.
- 2. Vehicular encroachment into the park will be minimized. The only vehicular uses allowed in the park are for: maintenance, delivery of goods and materials to large or heavy to be carried by non-motorized means, access for people with disabilities, and emergency services.
  - a) Parking and auto-intensive uses are to be located near the Frontage Road.
  - b) No cars or trucks may remain on the Lower Bench longer than is required for immediate loading and unloading.
  - c) Whenever possible, access by allowed vehicles is to be scheduled for times when the usage of the park is least, such as early mornings.
  - d) Whenever possible, vehicles shall use Road B for access to the Lower Bench.
- 3. The maximum level of use for *automobiles and/or trucks* on Road A is 1 round trip per hour. The maximum level of use for "Cushman"-type vehicles on Road A is 1 round trip per 20 minutes. No new or changed uses of the park will be permitted that cause these thresholds to be exceeded.

### Other

- 1. Users are to feel safe and secure in the park.
- 2. The master plan is to build-on and incorporate previous master plans, where applicable.
- 3. It is desired to increase public use of the park in the off-(winter) season.

Ford Park Management Plan

**OPEN HOUSE SURVEY RESULTS (THROUGH 07/16/96)** 

### Ford Park Open House Survey Results To-date 7/16/96

### How do you get to Ford Park?

filler de yeu get te i era i ann.					
	Walk	Bus	Drive	Bike	
Amphitheater events	21	5	28	3	
Visit Alpine Garden	20	4	19	6	
Watch athletic event	15	6	16	3	
Play softball	6	1	9	2	
Use the park	15	2	20	3	
Parking structure preferenc	1	2	3	4	
First choice	16	13	10	0	
Second choice	8	11	11	6	
Third choice	5	4	10	8	
Total score	69	65	62	20	
Ford Park entry					
Turn lanes	18				
Roundabout	20				
Not a F	Problem	2	3	4 Proble	m
Significance of Parking on Lo	17	11	6	7	1
	portant	2	3	4 Importa	•
Importance of barrier-free acc	. 4	2	12	-	20
Do Not :	Support	2	3	4 y Suppo	
Policy: All park at upper lot an	10	3	6	• • • •	10
Strongly D	)isagree	2	3	4 gly Agre	ee
Allow only Cushman-type veh	6	7	10		10
Strongly D	)isagree	2	3	4 gly Agre	ee
Alpine Garden Ed. Center in	2	1	4	7 2	28
Strongly D	)isagree	2	3	4 gly Agre	ee
Center Court for tennis compl	15	9	11	7	2
Strongly E	Disagree	2	3	4 gly Agre	ee
Bleacher seating for sports fie	5	9	14	8	6

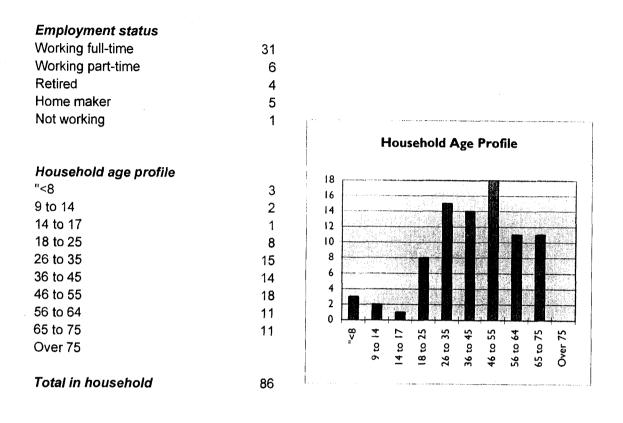
Score 90 Score 172 Score 128 Score 144 Score 184 Score 104

Score

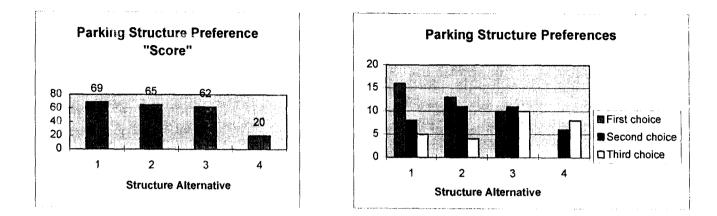
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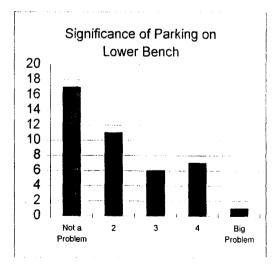
		Α	В	С		
Preferred Concept:		12	7	12		
Residence						
East Vail		12				
West Vail		10				
Vail Village		6				
Eagle Vail		1				
Edwards		8				
Gypsum		2				
Arrowhead		1				
	<1	1 to 5	6 to	10 11 to	o 20     21+	
Lived in Vail		2	7	10	13	10
	Yes	No				
Year round resident		40	2			

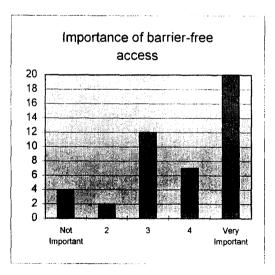
### Ford Park Open House Survey Results To-date 7/16/96



	Male Ferr		nale	
Gender		24	21	
	Yes	No		
Household member with disa		1	42	

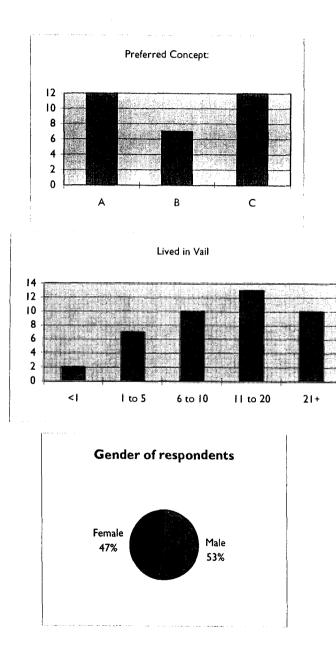


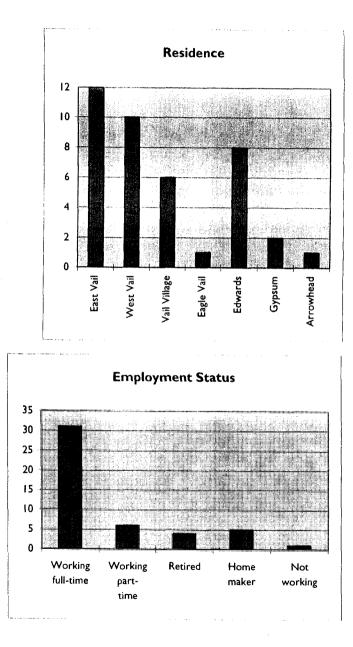




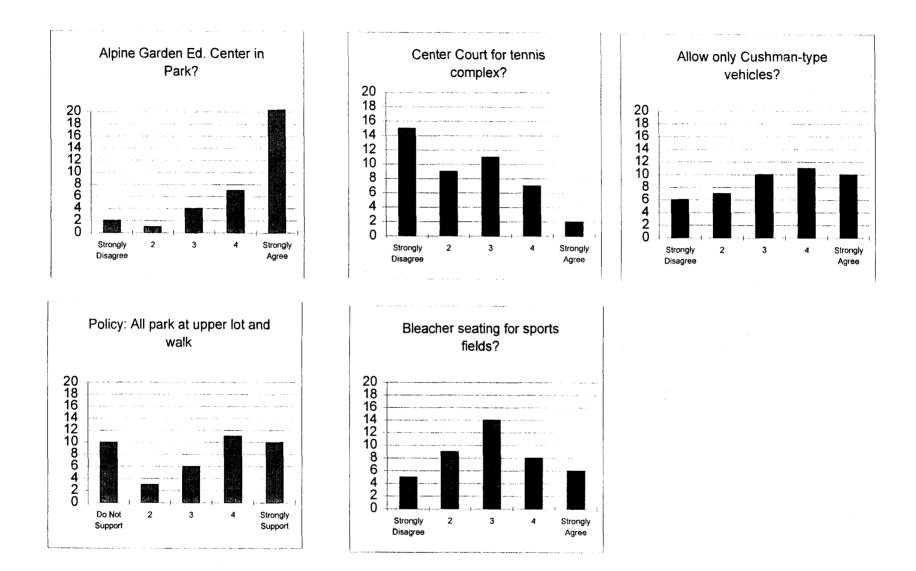
Page 4

Ford Park Open House Survey Results To-date 7/16/96





Ford Park Open House Survey Results To-date 7/16/96



### FOCUS GROUP ROLE

o Asking you to help define the issues and to get a feel for what kinds of solutions you would support.

o Probing for your beliefs, thoughts, ideas and solutions.

o Won't ask you to agree on any solution.

o Statements and/or opinions are non-attributable and confidential.

### **PROBLEM STATEMENT**

Ford Park currently accommodates a wide variety of recreational and cultural uses within its limited 39 acre area. These uses, which take place almost exclusively during the 5 month period of May to September, include outdoor recreation, softball fields, tennis courts, soccer fields, concerts and other performances, alpine gardens, an historical school house, nature center, walking paths, picnic pavillion, playground, administrative offices, park user and skier parking, special events, loading and delivery, trash removal, bicycling, fishing, and white water sports.

No comprehensive decision-making framework currently exists for evaluating present or future management and park use issues, which results in an arbitrary and inconsistent management process.

How will the Town of Vail manage multiple, and sometimes conflicting uses, within or improvements to Ford Park and its infrastructure in a manner consistent with ownership and stewardship responsibilities?

### GOALS AND OBJECTIVES

o Creating a long-term vision for the park.

o Determing the "carrying capacity" of the park.

o Crafting solutions to specific site problems. How do we...

...provide sufficient parking to accommodate uses and activities?

...get people from the village to the park? ...allow for acceptable internal circulation of pedestrian, service, and emergency vehicles? ...resolve conflicts between users? ...meet CDOT requirements for highway access?

o Defining relationships between stake holders and the general public with the TOV as landlord, TOV as facilitator, and TOV as steward.

o Developing a decision-making framework for evaluating present and future management and park use issues.

o Defining financial obligations and opportunities.

## **PROJECT GIVENS**

o The Town of Vail is the owner of Ford Park. As owner, the Town must manage its assetts responsibly.

o Assuming responsibility means managing the park in a way that fulfills our moral, ethical, legal, financial, and safety obligations. Our moral obligation involves good conduct and behavior; our ethical obligation involves our principles and standards; our financial obligation involves our management of revenue, costs and other resources; our legal obligation involves statutes and contractural commitments; and our safety obligation involves freedom from risk, danger, or injury to the public and the town's employees.

o The Vail Town Council will be responsible for making the final decision on the Ford Park Management Plan.

o There are existing legal interests affecting the use of Ford Park. Current interests are held by VVF, VAG, VRD, utility company easements, CDOT and other rights-of-way.

o All ideas for use and management of the park will be considered.

CDOT approval will be required for all alternatives involving frontage road access.

### FOCUS GROUP QUESTIONS

1. Define what you consider to be "your ideal" components/uses for Ford Park.

2. The Town of Vail believes that there are access issues at Ford Park that the TOV needs to solve.

- o Parking.
- o Access for the disabled & mobility challenged.
- o Transportation, service and delivery vehicles.
- o CDOT frontage road access.
- o Where is the "front door" to the park?

Do you agree with these issues? Do you disagree with these issues? Did we forget any issues?

3. Do you think we should provide parking within the park that meets the demands, both short and long term, generated by the activities and events? Present and future? Or...... should we provide only limited parking and rely on the existing village parking structure, transit system, and walk paths to get people to the park?

4. Do you think the Alpine Gardens should be allowed to build an education center in the park adjacent to the existing garden? Or....should the education center be built somewhere else in the park?

5. Should there be any additional development or building within the park?

6. What do you perceive as the TOV 's actual role in operation and management of Ford Park?

7. Should there be any uses or opportunities for which the park could be utilized during the winter months?

#### FOCUS GROUP RESPONSES

#### PROBLEM STATEMENT:

How to reconcile current uses from original intent?

Add: Open Space Loading/delivery for park uses Transportation (buses) Hiking, walking, roller-blading Parking - add "surface"

#### **GOALS / OBJECTIVES:**

Maintain the open space / remain as is Central Park theme Stated "vision" could eliminate user conflicts

Add: Special Events organizers

#### **GIVENS**:

Town should live by guidelines it imposes on others, i.e., paved parking environmental considerations - set an example

1. Ideal Components

Parking structure - bermed / hillside

(in current pkg. area) IIIIII

#### underground

Are we trying to cram too much into a given area? Make adjustments to correct past decisions: i.e., 3rd playing field eliminated to serve as a buffer? Coordinate w/Avon on fields? We're providing everything for everybody. Reduce uses. Take advantage of natural aspects.

Consider wintertime uses II

Don't lose any green space? II

<u>Retain</u> what's in the park.

No further buildings.

Not the traditional sort of park - increase use by students (field trips, Nature Center, casual use playing fields). Walking, jogging.

Explore better "connections" to the park

### 1) IDEAL COMPONENTS

Private users tend to have problems -

Limit further private use II

	No parking under fields. Too hard to bring players back.
	If we can afford it. Go underground. Go underneath park.
Parking problems -	Stop providing VA with parking.
	Alternatives to spending #12m

Noise problem

VRD serves local citizens - active athletic uses should remain (softball) III wonderful vitality

→ PARKING: VA should participate totally underground - no paved surfaces

- A Streamwalk should be extended Access to VTRC Shuttle system Safety issue (Blue Cow Chute) Signs in parking structure must be improved
- OS Open Space, "Amphitheater, APG Educational Experience" limited development
- OS Fabulous asset as is
- 1) Ideal Comp.

Circuitous connection - Nature Center Skating Rink - Concern w/impact on grass (develop winter uses) / x-country access to Golf Course

P Current pkg. lot = ratty looking, difficult to access clean up access within the park (short term improvements)

Equal considerations to all users

Safety issue - sidewalk from VRTC to Park winter vs. summer issues

Access is more the issue than parking

Parking structure really belongs on west side / ballfield - w/ playing field on top

1) Ideal Components (cont.)

Amphitheater costs too high - result of Colo. Liquor Code

OS Improve quality of "green space" - underground potential for park & municipal services unlimited potential for development

Access from Frontage Road for northern portion

Parking structure should be in soccer field pkg. lot II

No surface development

Consider joint private / public partnerships - \* but do NOT subsidize VA skier parking

- OS Rezone: undeveloped portions currently become sacrosanct not a day skier area for VA
- OS <u>Leave the park as is</u> III don't ruin it take our stewardship seriously make easier to use Address things planned (i.e., streamwalk connection) and complete them

Well lighted streamwalk

Advertize transportation availability

Preserve integrity of the park

1) Ideal Components

No new road

Alpine Garden = No building

Underused inside facilities at AMP -

Possible winter / year round use opportunity for Alpine Garden

Look at unconventional uses

Accessible to all venues

Conflict between vehicle & peds

Incentivize alternative access opportunities

Leave park - although Alpine Garden is a showcase

No more surface structures

No more paths and roads Better signs from structures (Pkg.) - More <u>Retail</u>

Better cooperation / coordination from stakeholders

Scheduling - Process of utilizing

Open Space / Berming between fields & Amp.

Gives pride of ownership -

Makes people want to come back to Vail

Wouldn't eliminate / would be cautious

**RE:** Adding Anything

- 1) Ideal Comp.
- OS Walking Component very important

No real entrance - where's the front door?

Each entrance should be attractive

Frontage Rd. hideous

More paths - from pkg. to Children's play area

Landscaping could integrate park as a unit

Really serves as our Central Park - Get people there!

Shuttles in winter are critical

Enhance parking experience - guest experience

Exits to the south must be clear (both winter & summer) Ambassadors to provide direction

Like except:

Water fall in Alpine Garden, polluting

Weed killers

In signs, enhance what we have already -

A Must advertise the streamwalk (across entire length of Village to LH) - Signing must go up

No educational center

Parking: if for skiers, it's VA's responsibility

Scheduling events:

VRD has May - Oct BRAVO! has priority in July

4) Alpine Garden

Philosophically - What is AG trying to accomplish? Can this support and reinforce an existing use? Concern w/ size? 7,000 sq. ft. vs. 2,000 SF An educational center already exists Don't duplicate the Nature Center Enhance what they have - if it can't be done within their current parameters - it can't be done

Front Door

Not a defined one - access through a variety of ways depending on user Visitor & local

- 6) Responsible
- OS Stewardship Don't screw it up

OS Ensure "whim" of a future group will not crode original intent for the park - Zoning

ALPINE GARDEN - Proposed "new" soccer field parking lot

Not at the expense of existing parking What additional traffic would this generate? Summer ped. traffic already major Nature Center currently under-utilized

Would bring great benefit to community would they be competing w/Nature Center? Most not provide a diversity of experience

### PROBLEM STATEMENT:

- 1. Add x-country ski path to Golf Course
- 2. Lover's parking
- 3. Zone District General Use covers permitted, conditional, existing uses Addresses Ford Park today & for the future
- 4. Transportation system add to

Accessibility to the park

walk, bike, drive - not on the bus public transportation must be clear limit automobiles monorail? Community must take a stand/provide transportation

Park remain open to EVERYONE Generally would like a ped. area Overall caption: Community center not broad enough

Alpine Garden - consider expansion of, w/o bastardizing

concern re: edifice complex Senior citizens Aesthetics Too far removed from gardens Venues should be integrated - should be within garden Would really change the parks environment

### 7. <u>WINTER USES</u>

Access even bigger than summer Ice skating facility/pond x-country connection to golf course kid activities (snowman building) smaller facility to house warming hut & AGF Tennis facility to share w/AGF above ground heated pool

#### IDEAL COMPONENTS

Multiple entrances ok

Too many golf carts / too intrusive Design Problem - must maintain characteristics community center / space liked by guests

Must <u>not</u> lose athletic facilities Public/private partnering for parking → cost sharing sales Maintain cultural and educational advantages & athletic mix Community Center missing Different areas (TOA, BC) have distinctive styles Short-term has long term implications Biggest problem = parking Encourage walking through education Want to encourage people to Town

What are we doing not to lose our competitive edge?

Car issue - Many Amp. guests drive from Denver
 Park misnamed? G.R. Ford Park or the soccer fields?
 All activities reflect what people like Vail Community Park

Like all the components - but it's not understood Sound wall between Amp. & ball fields -

can hear hoot & hollering

Parking = formidable challenge Like the way the garden has developed - educational

- within itself

- Amp., Nature Center, walkways

- like diversity

"Sound" is part of the atmosphere Eclectic community reflects culture Wouldn't want to see a community center in this location Has something for everyone - like it as it is Nature Center needs improvement - better info re: what it is parking an issue Recreation elements must remain

Open space → sense of green, open, active, golf course & park Where can you gather for community building? Need a place to gather & meet

### 1) IDEAL COMPONENTS

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Must serve athletic & passive uses Not seen as an integrated park Sequence of activities - continuous activity A.M. → P.M.

# PUBLIC INPUT SESSION COMMENTS

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Public Input Sesion comments in typed form were nto available at time of printing. Comments will be included in the Final Plan Report.

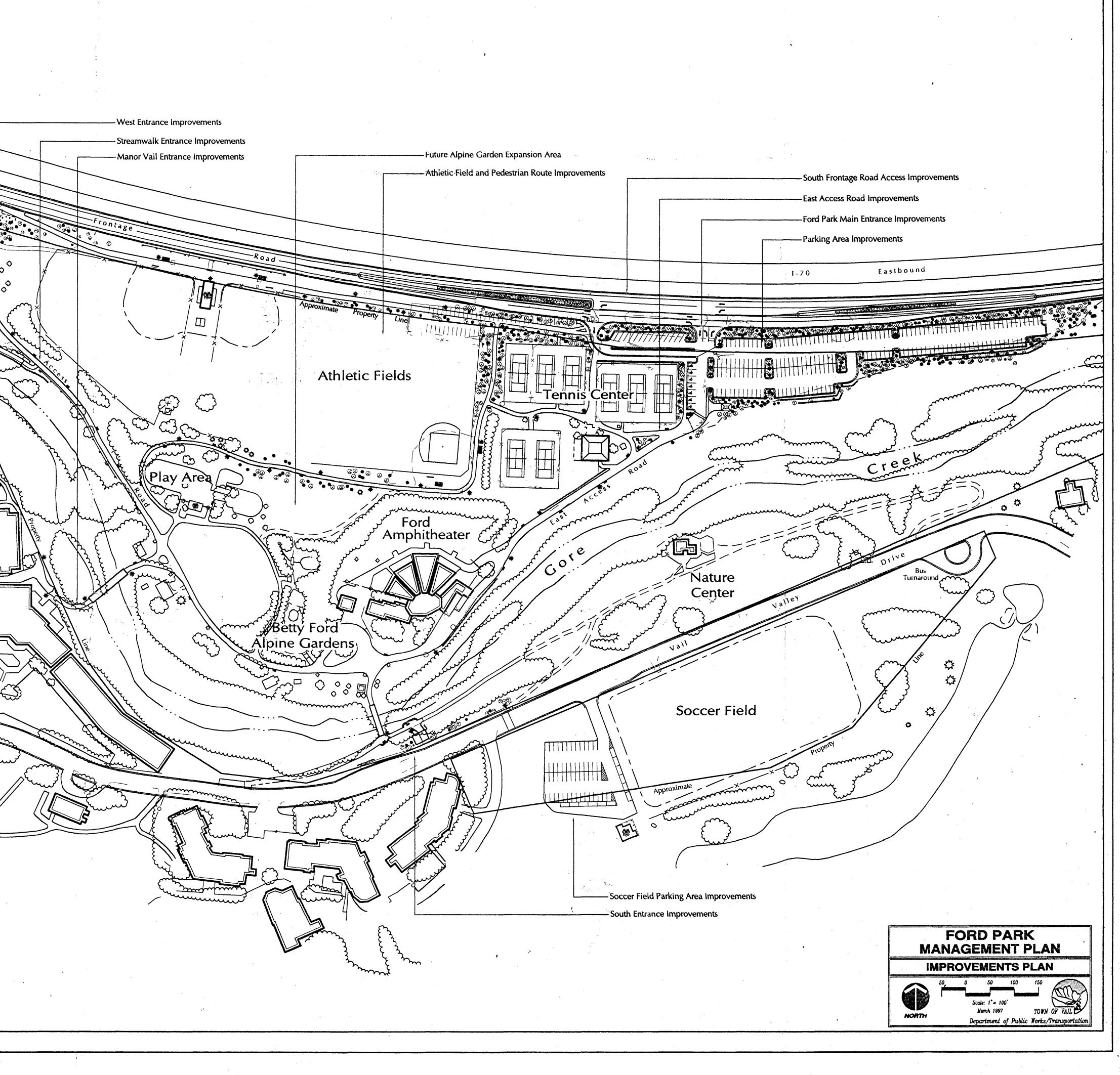
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۰. Vail Valley Drive/South Frontage Road Intersection Improvements -12' Pedestrian/Bike Lane 1-70 Easibound -Village Parking <sup>7</sup> Structure -of the second Streamwalk ALC: YANG YOOL Manor Vail Easement  $\pi\pi\pi\pi\pi\pi\pi\pi\pi$ Golden Peak **C**3 Lodge 

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