

If members of the public wish to attend the meeting digitally the link is below in yellow. The meeting will go on in person regardless of technical difficulties with Zoom.

## WINTER PARK TOWN COUNCIL MEETING

Winter Park Town Hall – 50 Vasquez Road

Tuesday, May 7, 2024 – 4:45 p.m.

*Dinner Provided*



**Meeting will go directly into the executive session (closed to the public); Council will recess at 5p.m. and resume the regular meeting at 5:30 p.m.**

### AGENDA

1. Meeting Call To Order
  - a. Pledge of Allegiance
  - b. Roll Call of Council Members
  
2. Executive Session Pursuant to:
  - a. C.R.S. § 24-6-402(4)(e) to determine positions relative to matters that may be subject to negotiations, to develop a strategy for negotiations, and to instruct negotiators regarding the Lakota Pointe development and affordable housing requirements.

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

3. Resume Meeting 5:30 p.m.
  
4. Town Hall Meeting (*Public Comment*)

*Public Comment is restricted to three minutes per person, and you must state your name and physical address for the record. Please be mindful of not reiterating other people's comments.*
  
5. Consent Agenda
  - a. Approval of April 16, 2024, Regular Meeting Minutes
  - b. Resolution 2137, A Resolution Approving the Purchase of an Electric Forklift
  - c. Resolution 2138, A Resolution Approving a Development Improvements Agreement Standard Form for Rendezvous Pumphouse and Water Tank.
  
6. Action Items



## MINUTES

**DATE:** Tuesday, April 16, 2024

**MEETING:** Winter Park Town Council

**PLACE:** Town Hall Council Chambers and Zoom Meeting Call

**PRESENT:** Mayor Nick Kutrumbos, Mayor Pro Tem Jennifer Hughes, Councilors, Rebecca Kaufman, Art Ferrari, Jeremy Henn, and Riley McDonough and Town Manager Keith Riesberg, Assistant Town Manager Alisha Janes, Town Attorney Hilary Graham, Town Attorney Patrick Wilson, and Town Clerk Dani Jardee

**OTHERS PRESENT:** Community Development Director James Shockey, Transit Manager Charles McCarthy, Police Chief Glen Trainor, Public Works Director Jamie Wolter, Finance Director Craig Rutherford, and Town Planner Hugh Bell

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Mayor Nick Kutrumbos called the meeting to order at 4:30 p.m.

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

Mayor Nick Kutrumbos reads the legal executive session script.

Mayor Pro Tem Jennifer Hughes moved and Councilor Jeremy Henn seconded the motion to go into the following Executive Sessions in accordance with C.R.S. 24-6-402(4)(b) to hold conference with the Town Attorney to receive legal advice on specific legal questions as part of pending litigation, and C.R.S. 24-6-402(4)(a) and (e) to determine positions relative to matters subject to negotiations; developing strategy for negotiations; and instructing negotiators; and to discuss the purchase, acquisition, lease, transfer, or sale of any real property related to the potential gondola project. Motion carried: 7-0.

2. **Executive Sessions Pursuant to:**
2. a. **C.R.S. 24-6-402(4)(b) to hold conference with the Town Attorney to receive legal advice on specific legal questions as part of pending litigation.**
2. b. **C.R.S. 24-6-402(4)(a) and (e) to determine positions relative to matters subject to negotiations; developing strategy for negotiations; and instructing negotiators; and to discuss the purchase, acquisition, lease, transfer, or sale of any real property related to the potential gondola project.**

Mayor Nick Kutrumbos concluded the executive session at 5:26 p.m.

Upon conclusion of the discussion, Mayor Nick Kutrumbos read the closing executive session script, those in attendance at that time were: Mayor Nick Kutrumbos, Mayor Pro Tem Jennifer Hughes, Councilors Art Ferrari, Rebecca Kaufman, Jeremy Henn, Michael Periolat, and Riley McDonough, Town Manager Keith Riesberg, Assistant Alisha Janes, Town Attorney Hilary Graham, Town Attorney Patrick Wilson, Town Attorney Bria May via Zoom, and Town Clerk Dani Jardee.

RECESS, WILL RESUME REGULAR MEETING AT 5:35 PM

**4. Town Hall Meeting**

*No comments were given.*

**5. Swear in the Newly Elected Councilors**

**5.a. Oaths of Office**

Town Clerk Danielle Jardee stated the 2024 Municipal Election Results, Jeremy Henn received a four-year term, Jennifer Hughes received a four-year term, Art Ferrari received a four-year term, and Michael Periolat received a two-year term. Ms. Jardee swore in the newly elected officials.

**5.b. Appoint Mayor & Mayor Pro Tem**

Town Clerk Danielle Jardee stated the Council appoints Mayor and Mayor Pro Tem after each municipal election, the Mayor and Mayor Pro Tem will serve in those offices for the next two years.

Councilor Jeremy Henn moved and Councilor Michael Periolat seconded the motion appointing Nick Kutrumbos as Mayor, and Jennifer Hughes as Mayor Pro Tem. Motion carried: 7-0.

**6. “State of the Town”**

**6.a. Video Presentation and Q & A forum with Council**

The video presentation of the “State of the Town,” was presented, this four-minute video was created by Slate Communications. Council then answered questions from the public that were submitted via email prior to the meeting. Council answered questions and discussed the gondola project, Cooper Creek development, downtown plan, Imagine Winter Park plan, attainable housing plan, unfinished building in Fraser, Berthoud Tunnel, pedestrian friendly access, passenger rail, and Fraser River Trail development. Council thanked everyone for attending.

**7. Consent Agenda**

**7.a. Approval of March 19, 2024, Regular Meeting Minutes**

**7.b. Authorization to Sign Resort Area Development Metropolitan Districts Nos. 1-10 Intergovernmental Agreement with the Town of Winter Park**

**7.c. Resolution 2132, A Resolution Approving Landscaping for Transit Maintenance Facility**

**7.d. Resolution 2133, A Resolution Approving a Development Improvements Agreement Standard Form for Riverwalk at Winter Park Filing 2**

Councilor Rebecca Kaufman asked that consent agenda item 7.d. Resolution 2133, A Resolution Approving a Development Improvements Agreement Standard Form for Riverwalk at Winter Park Filing 2 be moved under Action Items on the agenda. Mayor Kutrumbos asked for a motion to approve consent agenda items 7.a. through 7.c.

Councilor Michael Periolat moved and Councilor Art Ferrari seconded the motion approving consent agenda items 7.a. through 7.c. Motion carried: 7-0.

**8. Action Items**

**7.d. Resolution 2133, A Resolution Approving a Development Improvements Agreement Standard Form for Riverwalk at Winter Park Filing 2 (*Item moved from Consent Agenda*)**

Community Development Director James Shockey stated this is the standard development form for all developments for public improvements. Mr. Shockey stated this form is for the 33 units for the Riverwalk development.

Councilor Art Ferrari moved and Mayor Pro Tem Jennifer Hughes seconded the motion approving Resolution 2133, A Resolution Approving a Development Improvements Agreement Standard Form for Riverwalk at Winter Park Filing 2. Motion carried: 6-1.

**8.a. Public Hearing, Special Event Application – Winter Park Resort E-Bike Tours**

Town Clerk Danielle Jardee stated this permit application is for Winter Park Resort to offer guided e-bike tours on the Fraser River Trail turning around in Hideaway Park. Ms. Jardee stated three tours would be offered daily from June 14 through September 29 with a maximum of 9 people per tour. Ms. Jardee stated Staff recommends approval. Councilor Rebecca Kaufman asked if there is a Town event would times change, the applicant responded yes, they will work with the Town if an event arises. Mayor Pro Tem Jennifer Hughes stated trail signage like speed limit, etc. should be posted again. Councilor Art Ferrari stated the e-bike guides should be very aware of safety precautions. Mayor Kutrumbos opened the public hearing. Joseph Mulhearn stated his opposition to this idea. Mayor Kutrumbos closed the public hearing.

Councilor Michael Periolat moved and Councilor Riley McDonough seconded the motion approving Special Event Application – Winter Park Resort E-Bike Tours. Motion carried: 7-0.

**8.b. Resolution 2134, A Resolution Re-Appointing Ronald W. Carlson as Presiding Municipal Judge**

Police Chief Glen Trainor stated after each municipal election the municipal court judge needs to be appointed or reappointed. Chief Trainor stated he recommends re-appointing Judge Ronald W. Carlson with Stephen O’Conner as the alternate municipal court judge.

Councilor Rebecca Kaufman moved and Councilor Art Ferrari seconded the motion approving Resolution 2134, A Resolution Re-Appointing Ronald W. Carlson as Presiding Municipal Judge. Motion carried: 7-0.

**8.c. Ordinance 618, An Ordinance of the Town Council of Winter Park Amending Title 7 Article 3 of the Winter Park Municipal Code, First Reading**

Community Development Director James Shockey stated we discussed this item at the workshop earlier and are requesting it be tabled until the June 18 meeting, so Staff can work on wetlands definition and regulations.

Councilor Jeremy Henn moved and Mayor Pro Tem Jennifer Hughes seconded the motion tabling Ordinance 618, An Ordinance of the Town Council of Winter Park Amending Title 7 Article 3 of the Winter Park Municipal Code, First Reading until the June 18, 2024, regular Council meeting. Motion carried by following roll call vote:

Rebecca Kaufman	“Aye”	Art Ferrari	“Aye”
Riley McDonough	“Aye”	Jennifer Hughes	“Aye”
Michael Periolat	“Aye”	Jeremy Henn	“Aye”
Nick Kutrumbos	“Aye”		

**8.d. Ordinance 619, An Ordinance of the Town Council of the Town Winter Park, Colorado, Adopting by Reference the 2023 Colorado Electric Ready and Solar Ready Code, with Amendments, Related Definitions, and Setting Forth Penalties for Violations Thereof, Second Reading and Public Hearing**

Community Development Director James Shockey stated this is a requirement that came down from the State, anytime we adopt a building code up to 2021 version we are then required to

adopt the electric ready and solar ready code with it. Mayor Kutrumbos opened the public hearing. Mayor Kutrumbos closed the public hearing.

Councilor Art Ferrari moved and Councilor Rebecca Kaufman seconded the motion approving Ordinance 619, An Ordinance of the Town Council of the Town Winter Park, Colorado, Adopting by Reference the 2023 Colorado Electric Ready and Solar Ready Code, with Amendments, Related Definitions, and Setting Forth Penalties for Violations Thereof, Second Reading and Public Hearing. Motion carried by following roll call vote:

Jeremy Henn	“Aye”	Michael Periolat	“Aye”
Jennifer Hughes	“Aye”	Riley McDonough	“Aye”
Art Ferrari	“Aye”	Rebecca Kaufman	“Aye”
Nick Kutrumbos	“Aye”		

**8.e. Ordinance 620, An Ordinance of the Town of Winter Park, Colorado Annexing as an Enclave a 0.57 Acre Parcel of Land Located in Unincorporated Grand County Known as the Valley Hi Enclave, First Reading**

Community Development Director James Shockey stated on March 5, Council adopted resolution 2123 declaring its intent to annex this parcel into Town. Mr. Shockey stated after that resolution adoption Staff sent out public notices and initiated process to zone property. Mr. Shockey stated that this ordinance would annex the property into Winter Park, Staff has determined that all the findings required by State statutes have been met for this annexation. Mr. Shockey stated Staff recommends approval of this ordinance, the second reading and public hearing will be held on May 7, 2024.

Councilor Jeremy Henn moved and Councilor Michael Periolat seconded the motion approving Ordinance 620, An Ordinance of the Town of Winter Park, Colorado Annexing as an Enclave a 0.57 Acre Parcel of Land Located in Unincorporated Grand County Known as the Valley Hi Enclave, First Reading. Motion carried by following roll call vote:

Micheal Periolat	“Aye”	Jeremy Henn	“Aye”
Riley McDonough	“Aye”	Jennifer Hughes	“Aye”
Art Ferrari	“Aye”	Rebecca Kaufman	“Aye”
Nick Kutrumbos	“Aye”		

**8.f. Ordinance 621, An Ordinance of the Town of Winter Park, Colorado Zoning Upon Annexation Certain Property Within the Town Known as the Valley Hi Enclave to Destination Center District (D-C), First Reading**

Community Development Director James Shockey stated prior to the above property being annexed into Town it will need to be zoned. Mr. Shockey stated it is currently zoned Tourist by Grand County which is the equivalent to our D-C (Destination Center) District zoning. Mr. Shockey stated this parcel was identified in the Town’s three-mile plan for potential annexation and if annexed it should have the D-C zoning to keep it consistent with the rest of the downtown. Mr. Shockey stated public notices were sent and published and no comments were received, Planning Commission reviewed the zoning on April 19,2024, and recommend approval of the D-C District zoning. Mr. Shockey stated Staff recommends approval.

Councilor Rebecca Kaufman moved and Councilor Art Ferrari seconded the motion approving Ordinance 621, An Ordinance of the Town of Winter Park, Colorado Zoning Upon Annexation Certain Property Within the Town Known as the Valley Hi Enclave to Destination Center District (D-C), First Reading. Motion carried by following roll call vote:

Rebecca Kaufman	“Aye”	Art Ferrari	“Aye”
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Riley McDonough	“Aye”	Jennifer Hughes	“Aye”
Michael Periolat	“Aye”	Jeremy Henn	“Aye”
Nick Kutrumbos	“Aye”		

**8.g. Public Hearing, Resolution 2135, A Resolution of the Town Council of the Town of Winter Park Approving a Major Site Plan for 820 Ski Idlewild Road, Idlewild Park (PLN23-115)**  
 Community Development Director James Shockey stated instead of going through the Staff report, he is going to present the applicant’s presentation of the proposed Idlewild Park plan. Mr. Shockey stated Rendezvous at Winter Park are required to build and dedicate a park to the Town as part of their final development agreement. Mr. Shockey stated Rendezvous are required to meet certain park requirements and have met those and have gone above and beyond those requirements. Mr. Shockey presented the park site plan to Council and went through the plan. Rendezvous Representative Joe Malone stated they are looking forward to construction on the park and hope to have the park up and running by summer of 2025. Mr. Shockey stated Staff recommends approval with the eight conditions. Mayor Kutrumbos opened the public hearing, hearing no comments. Mayor Kutrumbos closed the public hearing.

Mayor Pro Tem Jennifer Hughes moved and Councilor Jeremy Henn seconded the motion approving Resolution 2135, A Resolution of the Town Council of the Town of Winter Park Approving a Major Site Plan for 820 Ski Idlewild Road, Idlewild Park (PLN23-115). Motion carried: 7-0.

**8.h. Resolution 2136, A Resolution Approving a Development Improvements Agreement and Temporary Construction Easement Agreement Related to the Construction of Idlewild Park**

Community Development Director James Shockey stated since the Town owns the proposed Idlewild Park property, Rendezvous needs a temporary construction easement to access the property to do those improvements. Mr. Shockey stated there are several park improvements for the Town to purchase such as the pavilion, playground equipment, etc. that the Town will purchase so it is sales tax exempt and then Rendezvous will reimburse the Town for those purchases. Mr. Shockey stated the development improvements agreement is required; they have to provide surety to ensure completion of the park. Mr. Shockey stated Staff recommends approval of resolution 2136.

Councilor Art Ferrari moved and Councilor Michael Periolat seconded the motion approving Resolution 2136, A Resolution Approving a Development Improvements Agreement and Temporary Construction Easement Agreement Related to the Construction of Idlewild Park. Motion carried: 7-0.

**8.i. (Council Acting as Winter Park Housing Authority) Housing Authority Resolution 29, A Resolution Authorizing the Chair to Execute a Subordination of Declaration of Restrictive Covenant for Affordable Housing at Hideaway Junction Phase II to Allow CHFA Financing for the Development**

Assistant Town Manager Alisha Janes stated our development partners have again requested that this item be tabled to the May 7, 2024, regular Council meeting.

Councilor Art Ferrari moved and Councilor Rebecca Kaufman seconded the motion tabling (Council Acting as Winter Park Housing Authority) Housing Authority Resolution 29, A Resolution Authorizing the Chair to Execute a Subordination of Declaration of Restrictive

Covenant for Affordable Housing at Hideaway Junction Phase II to Allow CHFA Financing for the Development until the May 7, 2024, regular Council meeting. Motion carried: 7-0.

**9. Town Manager's Report**

Town Manager Keith Riesberg stated in your Council packet there are various administrative reports for the first quarter of this year. Mr. Riesberg stated he sent Council information on the USFS (United States Forest Service) fuel breaks project and has not heard anyone express concern or opposition to it, recognizing the fuel breaks projects that are proposed will provide benefit and protection to the community, Staff will proceed with issuing a letter of support for the project.

**10. Mayor's Report**

*Nothing to report.*

**11. Town Council Items for Discussion**

Mayor Pro Tem Jennifer Hughes stated she has heard concerns over trash coming from development construction sites and asks how the Town enforces that. Town Manager Keith Riesberg asked her to reach out to Staff to let us know what sites are problematic and Staff will go from there.

Councilor Rebecca Kaufman stated a Northwest TPR (Transportation Planning Region) update. Councilor Kaufman stated on May 7 @ 8:30 p.m. is Grand County's chance to give project recommendations to CDOT (Colorado Department of Transportation) for 20-year planning. Town Manager Keith Riesberg stated the Town will submit our priority and project list in writing to the County in advance of that meeting and then have Staff present at the meeting. Councilor Kaufman stated the Town of Fraser Mayor, Brian Cerkenik, is talking with CDOT and figuring out how to lower the Town of Fraser and Winter Park's speed limits.

Mayor Nick Kutumbos stated the Mountain Rail Coalition wants to know if we will support the freight bill. Town Manager Keith Riesberg stated if we are supportive of passenger rail this bill creates a funding mechanism to pass passenger rail. Council agrees to support the bill.

There being no further business to discuss, upon a motion regularly adopted, the meeting was adjourned at 7:13 p.m.

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The next scheduled meeting of the Town Council will be Tuesday, May 7, 2024, at 5:30 p.m.

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Danielle Jardee, Town Clerk



MEMO

**TO** Winter Park Town Council  
**FROM** Charles McCarthy, Transit Manager  
**CC** Keith Riesberg, Town Manager  
**DATE** May 7<sup>th</sup>, 2024  
**RE** Forklift Purchase

**Background:**

In order to continue maintaining the newly built Winter Park Transit Maintenance Facility in a state of good repair, Staff has identified the need to provide a forklift to its transit operator, Transdev. In accordance with the sustainability goals adopted by the Town in its Imagine Winter Park Town Plan for reducing carbon emissions by operating clean energy equipment, Town Staff has identified an electric forklift for purchase.

**Analysis:**

Town Staff solicited three bids for an electric forklift, as per the Town's purchasing Policy, with a quote (Attachment A) provided by Welch Equipment Company at \$57,899.40 being determined to offer the best value related to equipment, maintenance, and warranty. The unbudgeted purchase (\$57,899.40) was not anticipated at the time the 2024 budget was prepared. This purchase will be covered by excess funds which were budgeted for the purchase of 2 electric buses, that became available due to grant funding obtained for the buses which was not anticipated at the time the 2024 budget was prepared.

**Recommendation:**

Town Staff approval of this purchase to continue maintaining the Winter Park Transit Maintenance Facility in a state of good repair.

Should Council move to approve this resolution, the following motion should be made:

I move to approve resolution 2137, authorizing the purchase of one electric forklift from Welch Equipment Company for the price of \$57,899.40 and appropriating the funds for the purchase as presented.

Should Council move to deny this resolution, the following motion should be made:



I move to deny resolution 2137, authorizing the purchase of one electric forklift from Welch Equipment Company for the price of \$57,899.40 and appropriating the funds for the purchase as presented.

Should you have any questions or need additional information regarding this matter, please contact me at [CMcCarthy@wpgov.com](mailto:CMcCarthy@wpgov.com).

April 27, 2024

James Wolter  
Town of Winter Park  
PO Box 3327  
Winter Park, CO 80482-3327

Dear James:

We are pleased to submit the attached Toyota CLASS I (4-WHEEL ELECTRIC FORKLIFT) quotation for your review and approval.

As an authorized Toyota dealer, Welch Equipment Company, Inc. can provide the high-quality equipment and service you would expect from the world's leading forklift manufacturer. This quotation reflects our understanding of your forklift needs, combined with a careful configuration of the appropriate equipment and options.

To place your order, please sign and date the quotation where indicated and return to me. If you have any questions, please contact me.

Thank you for your interest in our company and our Toyota products. We look forward to being of valuable service to you for your material handling needs.

Sincerely,

Krista Wichael

Phone: 303-393-8181  
Email: [KWichael@welcheq.com](mailto:KWichael@welcheq.com)

To: Town of Winter Park  
PO Box 3327  
Winter Park, CO 80482-3327

Date: April 27, 2024  
Quote No: 01301150

Attn: James Wolter

Phone:

We respectfully submit this quotation for the following NEW Toyota Electric Lift Truck (1 each):

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***Toyota...Proud to be the world's #1 forklift manufacturer!***

**TOYOTA MODEL 8FBCU30**, Toyota 4-Wheel Sit-Down AC Electric Lift Truck, quality engineered with the following specifications:

- Cushion Tires
- Electric Battery Powered

**SYSTEM OF ACTIVE STABILITY™ (SAS)**

Toyota's industry exclusive System of Active Stability (SAS) helps reduce lift truck instability by electronically monitoring and controlling various functions of the lift truck.

- **Active Control Rear Stabilizer:**

Various lift truck sensors simultaneously monitor vehicle speed, fork height, load weight, and vehicle yaw (or angular acceleration). Should the operator inadvertently place the truck in a potentially unstable lateral condition, the sensors trigger the SAS controller to activate the Active Control Rear Stabilizer to help reduce the likelihood of a lateral tip over. (Note: Does not apply to dual drive configured models)

- **Active Mast Function Controller (AMC):**

Should the operator inadvertently place the lift truck in a potentially unstable longitudinal condition, these same sensors trigger the SAS controller to activate the AMC, which limits forward tilt and/or tilt back speed to help reduce the likelihood of a longitudinal tip over.



*Photo may portray optional equipment not included in your quotation.*

**AC DRIVE AND LIFT SYSTEMS**

- **Quicker acceleration.**
- **Higher top speeds.**
- **Longer lasting power.**
- **Low maintenance.**

These are the hallmark benefits of the revolutionary 8FBCU electric lift truck with AC drive hydraulics that distinguish it from conventional DC powered lift trucks. Simply put, Toyota's 8FBCU models are electric marvels, offering unprecedented power, performance and energy efficiency. They are the sum total of creative engineering, breakthrough design and proven technology. All driven by a single vision: to create a superior-performing electric lift truck that helps boost productivity and minimize operating costs.

**AUTOMATIC FORK LEVELING**

Toyota's Automatic Fork Leveling feature increases productivity while reducing damage with a push of a button. By depressing the Automatic Fork Leveling button during forward tilt, operators are quickly and easily able to level the forks.

**TOYOTA BUILT MOTORS**

Engineered to the highest standards of quality, durability, and reliability, your Toyota 8-Series lift truck is outfitted with the industries most respected AC electric motors.

**ULTRA COMFORT 4-WAY ADJUSTABLE, FULL SUSPENSION SEAT WITH NON-CINCHING SEAT BELT**

Operator comfort is taken to a new level with Toyota's Ultra Comfort 4-way adjustable, full suspension vinyl seat.

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<b><i>Mast</i></b>	4-Stage (QFV) mast with full free lift provides excellent visibility to load and fork tips, while providing smooth, quiet and consistent operation. Mast Specifications: Maximum Fork Height - 259.5” Overall Lowered Height - 89” Over Head Guard Height - 88.00” <ul style="list-style-type: none"> <li>• Free Lift - 40.9" with standard Load Backrest</li> </ul>	
<b><i>Lifting Capacity</i></b>	<b>Base Model Capacity – 6,000 lbs @ 24” load center</b> <b>Actual Capacity, based on quoted specifications - 3,000 lbs @ 24” load center to 259.5” MFH</b> <i>Actual capacity ratings stated above are based on standard features, options, and attachments available through Toyota at the time of quoting. Non-standard features, options, and attachments may affect actual capacity ratings. Please contact your Toyota sales representative for additional information.</i>	
<b><i>Tilt</i></b>	6.0 degrees forward and 3.0 degrees backwards	
<b><i>Carriage</i></b>	"Wide Carriage Class II - 36"	
<b><i>Forks</i></b>	Forks 42" x 5" x 1.8" - Class III	
<b><i>Load Backrest</i></b>	48" High Load Backrest	
<b><i>Attachments</i></b>	Cascade 36" Hang-on Sideshifter (Includes 3-Way Valve with 3rd Function Hosing)	
<b><i>Speeds</i></b>	Travel Speed: 10.60 mph	Lift Speed: 93 fpm
<b><i>Voltage</i></b>	36 Volt Electrical System	
<b><i>Steering</i></b>	Hydrostatic (On Demand) Power Steering	
<b><i>Wheels and Tires</i></b>	Front Tires: 21x8x15 (Wide Tread)	

Rear Tires: 16x6x10.5

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**Battery** 34.3" (L) x 39.1" (W) x 23.8" (H)

**Compartment**

**Additional  
Equipment  
Included**

- Steering Wheel with Knob
- Rear View Mirrors - Left and Right Sides
- Adjustable Volume Backup Alarm (Smart Alarm)
- Right Rear Assist with Horn Button
- TSB0-3-Degree Bck Tilt (6°-3°)
- LED Strobe Light (Amber)
- Reverse Activated Blue Spotlight
- Treaded Tires (Front & Rear)
- Stryten 36V Premium Flat Plat Battery
- 480 3 Phase Charger
- Watering System
- Level Light
- Direct Fill

**Other  
Outstanding  
Toyota Features**

- Regenerative Braking
- (ON DEMAND) Full Hydraulic Power Steering
- Programmable Auto-Shut off
- Operator Presence Sensing System (OPSS)
- Travel Power Control (Programmable Acceleration)
- Planned Maintenance Indicator
- Foot Parking Brake
- Adjustable Headlights with Guards
- Electronic Shift Control
- 11.8" Two spoke steering wheel
- Dual Operator Assist Grips
- Dash Integrated Pen/Pencil/Cup Holder
- Durable Rubber Floor Mat
- Dash Mounted Cup Holder
- Digital Multifunction Display with built in Analyzer
- CAN-BUS controller wiring

*Some standard items listed within this quotation may be replaced or altered due to optional equipment.*

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**Warranty** 12 Months or 2,000 hours whichever occurs first: Basic  
36 Months or 6,000 hours whichever occurs first: Powertrain

Warranty coverage for non-standard option components will be covered by the manufacturer of

that component and not covered under the Toyota forklift standard or powertrain warranty.

*We offer a Toyota factory authorized warranty on all new Toyota Material Handling Equipment.*



**Toyota 360 Support**

Toyota 360 Support Plus 5  
 60 Months/10,000 Hrs Carriage to Counterweight Warranty  
 60 Months/10,000 Hrs Major Parts and Component Warranty  
 Up to First (4) PM's Included (Parts and Labor)

*TMH reserves the right to accept or decline any application for enrollment into the T360 Plus warranty plan.*

**Investment**

Price-Toyota Model 8FBCU30 as specified above:	\$57,899.40	Each
<hr style="width: 20%; margin-left: auto;"/>		
<b>Net Price:</b>	<b>\$57,899.40</b>	<b>Each</b>

**Terms and Conditions**

Payment: Net 10 days / Cash or Financed  
 Delivery: Will advise at time of order.  
 F.O.B.: Delivered  
 Prices are exclusive of any sales or use taxes now in force or which may be made effective in the future by any federal, state, or local governments.  
 Lease offerings subject to credit approval.  
 Performance and specifications stated are based on specific testing and operating conditions. Actual performance and specifications may vary based on application, option configuration, operating conditions, and environmental factors.  
 Some options and configurations may void UL.  
 Conditions subject to change to those in effect at time of delivery.  
 Your signature on this proposal constitutes an order.

Please contact your Toyota sales representative for additional information.

**TELEMATICS AND DATA COLLECTION**

The equipment in this proposal is enabled with the MyInsights system (“System”) which collects certain location and operational data concerning the equipment and transmits it to Toyota Material Handling, Inc. for processing and analytics. This proposal is subject to the contractual terms and data usage policies for the System found at <https://www.toyotaforklift.com/myinsights-legal> (“System Terms”). Acceptance of this proposal, or otherwise using the equipment, constitutes acceptance of the System Terms and the formation of an agreement between Customer and Toyota Material Handling, Inc. based on the System Terms. Customer may opt-out of data collection features for the System as provided in the System Terms. Failure to opt-out signifies Customer’s consent and agreement to the collection and usage of data in accordance with the System Terms.

**Serviceing Dealer** Welch Equipment Company  
4210 Carson St,  
Denver, CO, 80239-5215  
Phone:303-393-8181

Sincerely,  
Welch Equipment Company, Inc.

Accepted:  
Town of Winter Park

Cash Price \$ \_\_\_\_\_

Financed Payment\* \$ \_\_\_\_\_ Per Month \_\_\_\_\_ Months

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Krista Michael

Name: \_\_\_\_\_

Title:

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\*Financing requires credit approval. Terms and conditions are subject to change.



TOWN OF WINTER PARK

RESOLUTION NO. 2137  
SERIES OF 2024

A RESOLUTION APPROVING THE PURCHASE OF AN ELECTRIC FORKLIFT

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

WHEREAS, the Town collects tax dollars dedicated to the operation, management, and improvement of The Lift, including the maintenance and enhancement of its fleet; and

WHEREAS, the Town owns a newly constructed public transit facility to store and maintain its bus fleet; and

WHEREAS, Town staff has identified the need to provide a forklift to its transit operator, Transdev, to continue maintaining the facility in a state of good repair; and

WHEREAS, the Town has adopted sustainability goals in its Imagine Winter Park Town Plan for reducing its carbon emissions by operating clean energy equipment.; and

WHEREAS, three bids were solicited per the Town's purchasing policy for an electric forklift; and

WHEREAS, the quote provided by Welch Equipment Company at \$57,899.40 was determined to offer the best value related to equipment, maintenance, and warranty;

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

Section 1. The Town Council hereby approves the purchase of one electric forklift from Welch Equipment Company in an amount not to exceed \$57,899.40.

APPROVED AND PASSED this 7<sup>th</sup> day of May, 2024 by a vote of \_\_\_\_\_ to \_\_\_\_\_.

TOWN OF WINTER PARK

\_\_\_\_\_  
Nick Kutrumbos, Mayor

ATTEST:

\_\_\_\_\_  
Danielle Jardee, Town Clerk

TOWN OF WINTER PARK  
RESOLUTION NO. 2138  
SERIES OF 2023

A RESOLUTION APPROVING A DEVELOPMENT IMPROVEMENTS AGREEMENT  
STANDARD FORM FOR RENDEZVOUS PUMPHOUSE AND WATER TANK

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

WHEREAS, Arrowhead Winter Park Investors, LLC is required to complete certain improvements associated with the development known as Rendezvous Pumphouse and Water Tank (the "Development");

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

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

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

1. Findings. The Town Council hereby finds and determines that the attached Development Improvements Agreement Standard Form and Exhibits (attached hereto as Exhibit A) meet all of the applicable criteria set forth in Title 9 of the Winter Park Town Code.
2. Decision. Based on the foregoing findings, the Town Council hereby approves the Development Improvements Agreement, subject to the following conditions, all of which shall be satisfied prior to beginning site improvements:
  - a. Applicant shall provide surety to the Town.
  - b. Applicant shall receive approved stamped construction plans and site plan from the Town.

APPROVED AND PASSED this 7<sup>th</sup> day of May 2024 by a vote of \_\_\_\_\_ to \_\_\_\_\_.

TOWN OF WINTER PARK

\_\_\_\_\_  
Nick Kutrumbos, Mayor

ATTEST:

\_\_\_\_\_  
Danielle Jardee, Town Clerk

## **DEVELOPMENT IMPROVEMENTS AGREEMENT**

THIS DEVELOPMENT IMPROVEMENTS AGREEMENT ("Agreement") is made and entered into this 7 day of May, 2024, by and between the TOWN OF WINTER PARK, a Colorado municipal corporation having an address of P.O. Box 3327, 50 Vasquez Road, Winter Park, Colorado 80482 (the "Town"), and Arrowhead Winter Park Investors LLC, a Colorado Limited Liability Company, having an address of 5291 East Yale Avenue, Denver Colorado 80220 ("Developer") (collectively the "Parties").

**WHEREAS**, Developer is the owner of certain real property located in the Town, more particularly described in **Exhibit A** attached hereto and incorporated herein by reference (the "Property");

**WHEREAS**, the Town has approved Developer's development plan for the Property, which is attached hereto as **Exhibit B**, and incorporated herein by reference; and

**WHEREAS**, the Town's approval of the Developer's proposed development on the Property is contingent upon the express condition that all duties created by this Agreement are faithfully performed by Developer.

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the Parties hereto agree as follows:

1. **Purpose**. The purpose of this Agreement is to set forth the terms, conditions and fees to be paid by Developer in connection with the improvements for development of the Property. All conditions in this Agreement are in addition to any requirements of the Winter Park Town Code, state statutes and other Town ordinances, and are not intended to supersede any requirements contained therein.

2. **Public Improvements**. Developer agrees to complete or pay for, as described herein, the public improvements set forth in **Exhibit C**, attached hereto and incorporated herein by this reference ("Public Improvements") subject to this Agreement and in accordance with the approved development plan.

3. **Construction**.

a. All Public Improvements shall be installed and completed at the expense of Developer and dedicated or conveyed to the Town upon the Town's acceptance thereof or dedicated or conveyed and accepted by an agency, association, or district as required by law or as acceptable to the Town. The estimated cost of the Public Improvements is set forth in **Exhibit C**.

b. The Town may make reasonable engineering observations at Developer's expense. Observation, acquiescence in or approval by any inspector shall not constitute the approval by the Town of any portion of such Public Improvements.

c. Developer shall provide all necessary engineering designs, surveys, field surveys and incidental services related to the construction of the Public Improvements at its

sole cost and expense, including reproducible "as-built" drawings certified accurate by a professional engineer registered in the State of Colorado.

4. Completion and Preliminary Acceptance. Except as otherwise provided above, the obligations of Developer in Section 3 hereof shall be performed within three years. A certificate of occupancy shall not be issued until such obligations have been satisfied unless expressly agreed to otherwise. Proper application to the Town for preliminary acceptance of Public Improvements shall be made by Developer in advance. Upon completion of construction of the Public Improvements, the Town or a Town-accepted agency, association, or district shall inspect the Public Improvements and certify with specificity their conformity or lack thereof to the Town's specifications. Developer shall make all corrections necessary to bring the Public Improvements into conformity with the Town's specifications. Upon determination by the Town that the Public Improvements conform with all of the Town's specifications, the Town shall preliminarily accept the Public Improvements and the two-year warranty period set forth in Section 5, below, shall commence.

5. Warranty. Upon preliminary acceptance of the Public Improvements by the Town, Developer shall warrant any and all Public Improvements for a period of two (2) years from the date the Town grants preliminary acceptance of the Public Improvements. Developer shall be responsible for scheduling the necessary inspections for preliminary acceptance. Specifically, but not by way of limitation, Developer shall warrant that all Public Improvements are free of defects in materials or workmanship for a period of two (2) years, as stated above. Developer shall be responsible, at Developer's cost to maintain all Public Improvements until such improvements are finally accepted and conveyed by the Town. The Town or a Town-accepted agency, association, or district will accept for maintenance all Public Improvements after the warranty period has expired, provided all warranty work has been completed. The Town shall accept for snow removal purposes only all dedicated public streets after preliminary acceptance has been granted in writing by the Town.

6. Final Acceptance of Public Improvements. Upon completion of the two (2) year warranty period set forth in Section 5, above, the Town shall inspect the Public Improvements and certify with specificity their conformity or lack thereof to the Town's specifications. Developer shall make all corrections necessary to bring the Public Improvements into conformity with the Town's specifications. Upon determination by the Town that the Public Improvements conform with all of the Town's specifications, the Town shall accept the Public Improvements. Developer shall convey the Public Improvements to the Town by bill of sale or warranty deed as determined acceptable by the Town in its sole judgment. Upon conveyance of the Public Improvements Developer shall warrant that the title conveyed is marketable and its transfer rightful.

7. Ownership. All Public Improvements shall be conveyed to the Town upon final acceptance.

8. Performance Guarantee.

a. To secure the construction and installation of the Public Improvements, Developer shall furnish the Town, at Developer's expense and prior to commencement of construction, cash or an irrevocable letter (or letters) of credit in which the Town is designated as beneficiary in an amount equal to one hundred and twenty percent (120%) of the total Estimated Costs of development (the "Performance Guarantee").

b. The Performance Guarantee shall be in a form approved by the Town in its sole discretion.

c. The purpose of the Estimated Costs is solely to determine the amount of security. No representations are made as to the accuracy of these estimates, and Developer agrees to pay all costs of the Public Improvements for which it is legally obligated, regardless of the Estimated Costs.

d. The Estimated Costs may increase in the future. Accordingly, the Town reserves the right to review and adjust the Estimated Costs at the time a building permit is issued and annually if the Public Improvements have not been completed. Adjustments shall be made according to changes in the Construction Costs Index as published by the Engineering News Record. If the Town adjusts the Estimated Costs, the Town shall give written notice to Developer. Developer shall, within thirty (30) days after receipt of said written notice, provide the Town with a new or amended Performance Guarantee in the amount of the adjusted Estimated Costs. If Developer fails to provide a new or amended Performance Guarantee, the Town may exercise the remedies provided for in Section 12 hereof; provided, however, that prior to increasing the amount of the Performance Guarantee, the Town shall give credit to Developer for all Public Improvements which have actually been completed and accepted, so that the amount of the Performance Guarantee relates to the cost of required Public Improvements not yet constructed.

e. If the Public Improvements are not constructed or completed within the period of time specified by Section 4 hereof, the Town may draw on the Performance Guarantee to complete the Public Improvements. If the Performance Guarantee is to expire within fourteen (14) calendar days and Developer has not yet provided a satisfactory replacement, the Town may draw on the Performance Guarantee and either hold such funds as security for performance of this Agreement or spend such funds to finish the Public Improvements or correct problems with the Public Improvements as the Town deems appropriate.

f. Upon preliminary acceptance, the Performance Guarantee shall be reduced to the amount of twenty percent (20%) of the total actual cost of construction and installation of such phase of Public Improvements. The reduced Performance Guarantee shall be held by the Town until expiration of the two (2) year warranty period.

9. Land Dedication; Fee in Lieu. To the extent it does not conflict with this Agreement, land dedications and fees-in-lieu shall be provided as stated in Winter Park Town Code. In the case of a conflict between the Winter Park Town Code and this Agreement, the terms of this Agreement shall apply.

10. Nuisance Conditions. Developer shall prevent the existence of any nuisances by way of its construction activities, as nuisances are defined by the Winter Park Town Code. If the Town determines that a nuisance exists, Developer shall be subject to the provisions of the Winter Park Town Code regarding the abatement of nuisances and the cost assessed therefor. If the nuisance is not abated or an abatement plan is not submitted to the satisfaction of the Town, the Town may, upon thirty (30) days' notice under this Agreement, draw upon the Performance Guarantee to pay the cost of abating the nuisance, including any expenses and penalties incurred under the Winter Park

Town Code. The Town may exercise this right in addition to, or in lieu of, the withholding of permits or certificates of occupancy. The decision to draw on the Performance Guarantee shall be within the sole discretion of the Town.

11. Indemnification.

a. Developer hereby agrees to indemnify and hold harmless the Town, its officers, employees, agents or servants from any and all suits, actions and claims of every nature and description caused by, arising from or on account of any act or omission of Developer, or of any other person or entity for whose act or omission Developer is liable, with respect to construction of the Public Improvements; and Developer shall pay any and all judgments rendered against the Town as the result of any suit, action or claim within the scope of the indemnification provision contained in the prior clause, together with all reasonable expenses and attorney fees incurred by the Town in defending any such suit, action or claim.

b. Developer shall pay all property taxes on the Property dedicated to the Town accrued as of the date of dedication, and shall indemnify and hold harmless the Town for any property tax liability.

12. Breach.

a. If Developer breaches this Agreement, the Town may take such action as permitted or authorized by law, this Agreement or the ordinances of the Town, as the Town deems necessary to protect the public health, safety and welfare. The remedies include, but are not limited to:

i. The refusal to issue any building permit or certificate of occupancy;

ii. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party;

iii. A demand that the security given for the completion of the public improvements be paid or honored; and

iv. Any other remedy available at law or in equity.

b. Unless necessary to protect the immediate health, safety and welfare of the Town, or to protect the interest of the Town with regard to security given for the completion of the public improvements, the Town shall provide Developer thirty (30) days' written notice of its intent to take any action under this Section, during which Developer may cure the breach and prevent further action by the Town.

c. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for Public Improvement work negligently or defectively performed.

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

13. Waiver. In executing this Agreement, Developer waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the Town to impose conditions on Developer as set forth herein, and concerning the procedure, substance and form of the resolution adopting this Agreement. Developer expressly agrees that the Town cannot be legally bound by the representations of any of its officers or agents or their designees, except in accordance with the Winter Park Town Code and the laws of the State of Colorado.

14. Modification. This Agreement shall not be modified, except by subsequent written agreement of the parties hereto.

15. Integration; Annexation Agreement. This Agreement and any attached exhibits constitute the entire agreement between Developer and the Town.

16. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

17. Severability. If any provision of this Agreement is determined to be void by any court of competent jurisdiction, such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void, and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

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

19. Assignment. There shall be no transfer or assignment of any of the rights or obligations of Developer under this Agreement without the prior written approval of the Town, which may be withheld in the Town's sole discretion; except that this Agreement and Developer's rights hereunder may be assigned by Developer in whole, but not in part, to a company wholly owned by Developer. In the event of an assignment as permitted herein, the assignee shall assume full responsibility for fulfilling the remaining obligations of Developer under this Agreement, and shall execute an acknowledgement of this responsibility in the Town's favor. Failure of the assignee to execute such an acknowledgement shall result in Developer being jointly and severally liable with the assignee for the remaining obligations under this Agreement.

20. Recordation. This Agreement shall be recorded in the real estate records of Grand County and shall be a covenant running with the Property.

21. Title and Authority. Developer expressly warrants and represents to the Town that, together with the undersigned individuals, that the undersigned individuals have full power and

authority to enter into this Agreement. Developer and the undersigned individuals understand that the Town is relying on such representations and warranties in entering into this Agreement.

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

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

**TOWN OF WINTER PARK**

\_\_\_\_\_  
Nick Kutrumbos, Mayor

ATTEST:

\_\_\_\_\_  
Danielle Jardee, Town Clerk

**DEVELOPER**

\_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
  ) )  
COUNTY OF \_\_\_\_\_ )

SS.

This instrument was acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public; Commission No. \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_  
(SEAL)



## EXHIBIT A

### LEGAL DESCRIPTION

Parcel A, Subdivision Exemption No. 2, Rendezvous at Winter Park, Filing No. 1, Recorded June 16, 2023 under Reception No. 2023-003457, County Of Grand, State Of Colorado; and

The south one half of the south one half of the north one half of the south one half of the north one half of the southwest one quarter (S1/2 S1/2 N1/2 S1/2 N1/2 SW1/4) of Section 21 Township 1 south, range 75 west of the sixth principal Meridian;  
Together with the south one half of the south one half of the north one half of the southwest one quarter (N1/2 N1/2 N1/2 S1/2 SW1/4) of section 27 Township 1 south, range 75 west of the sixth principal Meridian;  
Together with the north one half of the north one half of the north one half of the south one half of the southwest one quarter (N1/2 N1/2 N1/2 S1/2 SW1/4) of section 27 Township 1 south range 75 west of the sixth principal Meridian;  
Together with the south one half of the north one half of the South one half of the southwest one quarter (S1/2 N1/2 N1/2 S1/2 SW1/4) of section 27 Township 1 south, range 75 west of the sixth principal Meridian;  
Together with the south one half of the south one half of the southwest one quarter (S1/2 N1/2 S1/2 SW1/4) of section 27 Township 1 south, range 75 west of the sixth principal Meridian;

Described as follows:

BEGINNING at the southwest corner of section 27;

Thence north  $01^{\circ}44'10''$  E, along the Westerly line of said Southwest 1/4, a distance of 1333.05 feet to the northwest corner of the south one half of the southwest one corner;

Thence N  $01^{\circ}44'34''$ , continuing along said Westerly line, a distance of 416.56 feet to the northwest corner of the S1/2 S1/2 N1/2 S1/2 N1/2 SW1/4;

Thence S  $89^{\circ}16'48''$  E, along the northerly line of the S1/2 S1/2 N1/2 S1/2 N1/2 SW1/4, a distance of 2523.53 feet to the northeast corner of the S1/2 S1/2 N1/2 S1/2 N1/2 SW1/4;

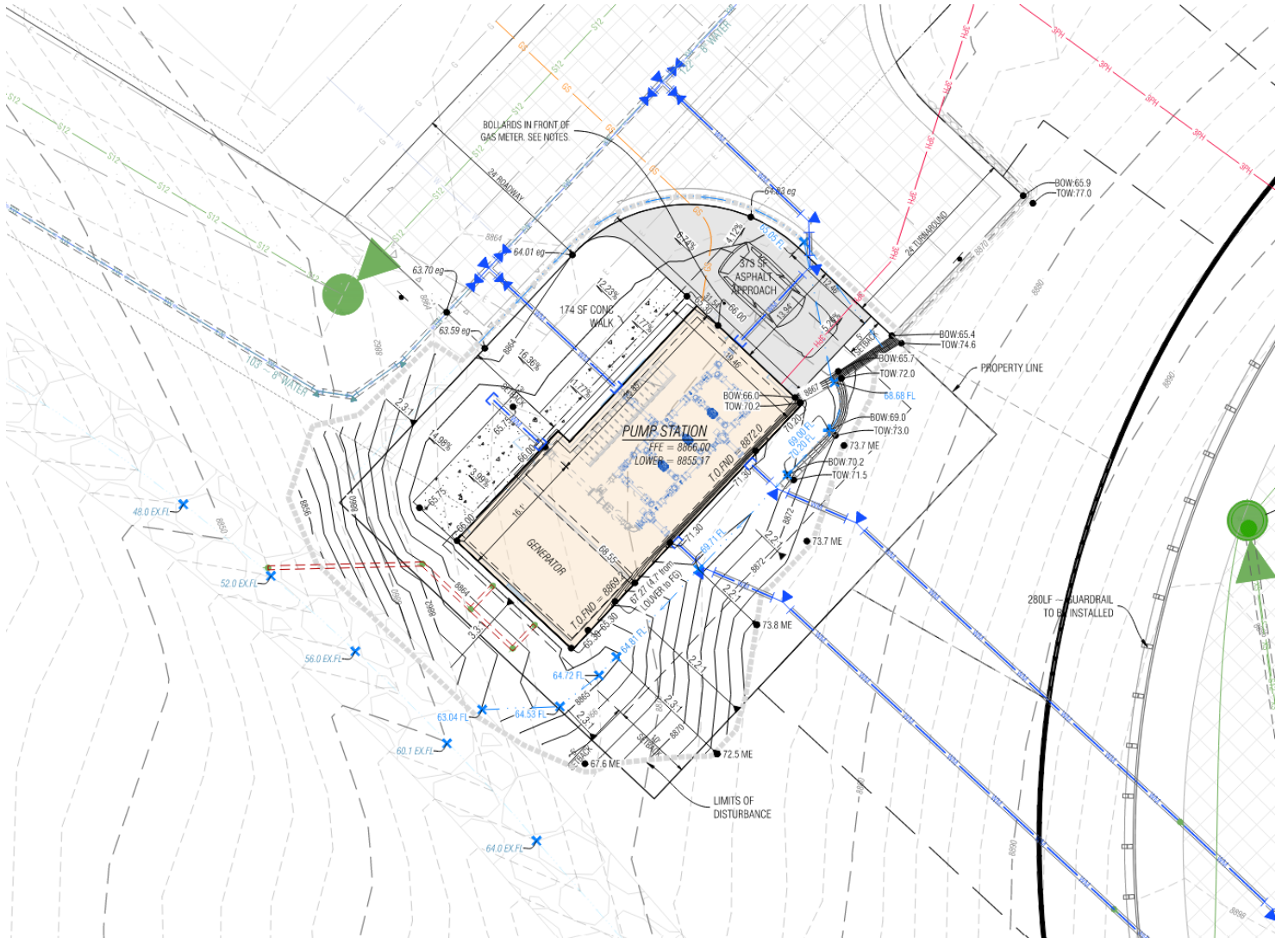
Thence S  $01^{\circ}01'35''$  W, along the easterly line of said Southwest one quarter, a distance of 1731.10 feet to the southeast corner of Southwest one quarter;

Thence N  $89^{\circ}41'27''$  W, along the southerly line of said southwest one quarter, a distance of 2545.40 feet to the POINT OF BEGINNING.

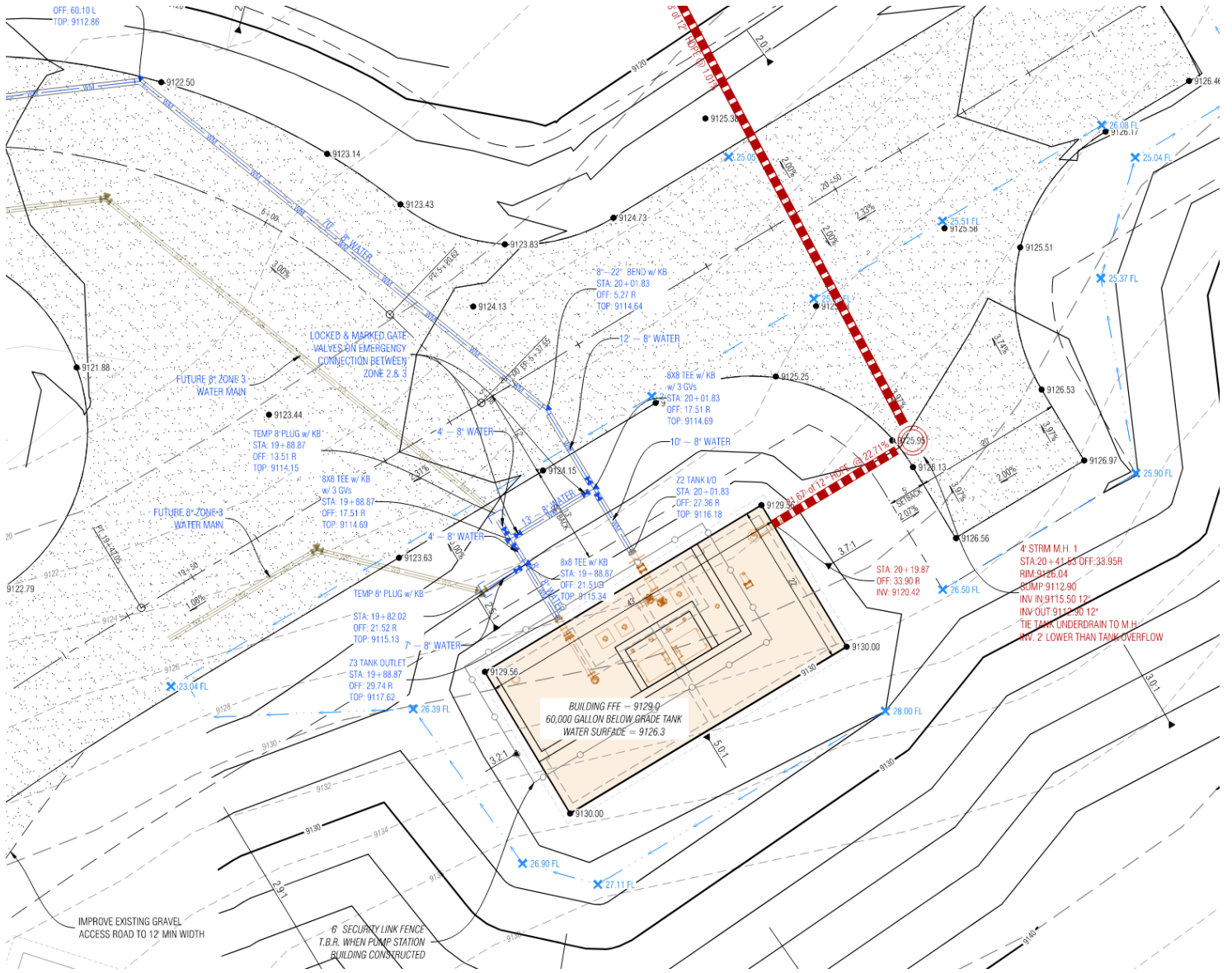
Containing 101.246 acres of land more or less.

**EXHIBIT B**  
**DEVELOPMENT PLAN**

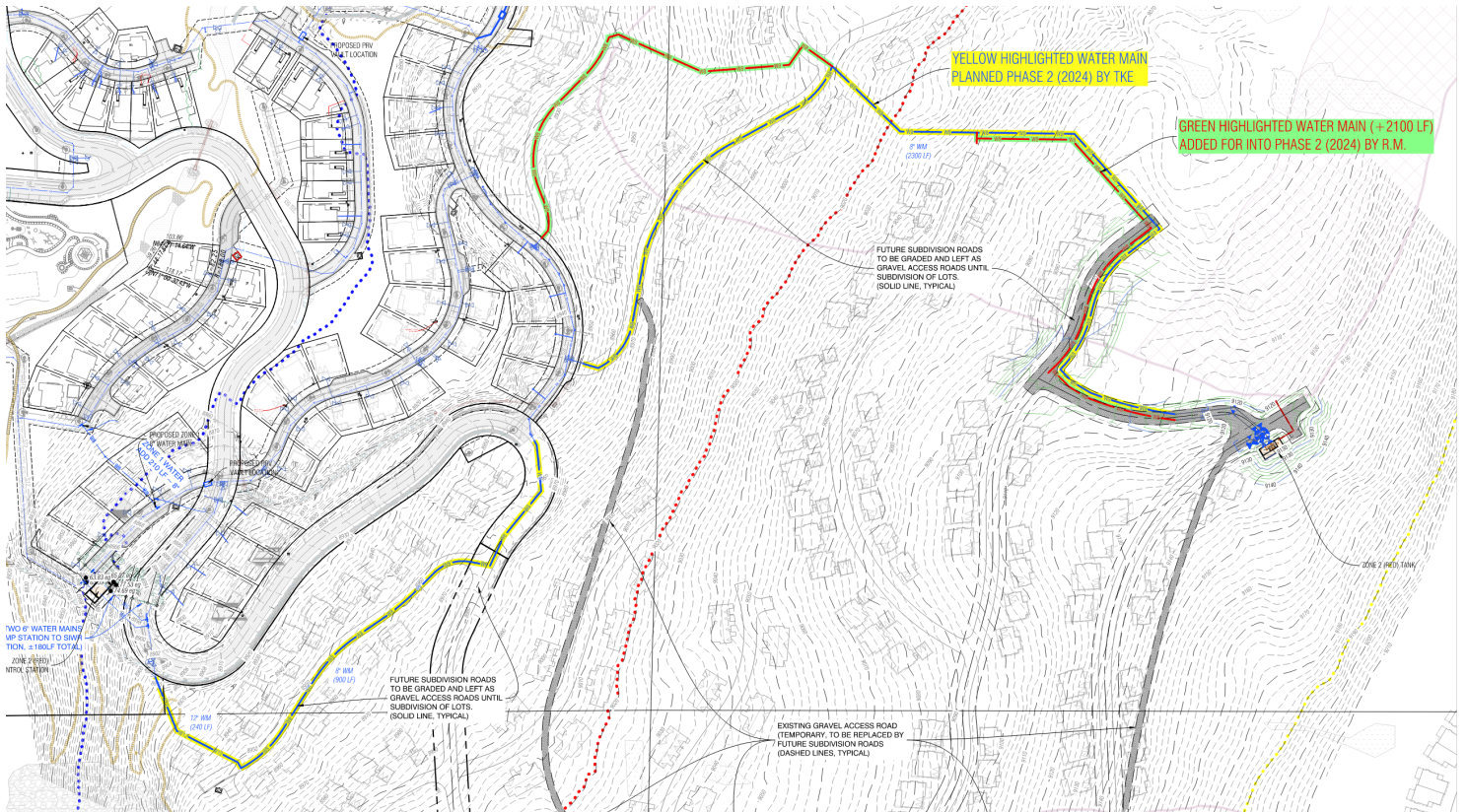
**Pump Station**



**EXHIBIT B**  
**DEVELOPMENT PLAN**  
**Water Tank**



**EXHIBIT B**  
**DEVELOPMENT PLAN**  
**Water Distribution**



**EXHIBIT C**  
**PUBLIC IMPROVEMENTS**

**PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST**

**RWP - WATER SYSTEM IMPROVEMENTS**



By: TK  
Checked: \_\_\_\_\_

Prepared: 3/14/2024  
Revised: 5/3/2024  
JN: 17009

<b>A. PUMP STATION + ASSOCIATED SITE PIPING</b>				
A1	6" Water main from Scenic Trail to Building + Appurtenances	66	LF	\$ 160 \$ 10,560
A2	6" Water main from to Building to SIWR + Appurtenances	217	LF	\$ 200 \$ 43,400
A3	Water Tie- In (To existing water stub, Coordinate with Town)	4	EA	\$ 2,500 \$ 10,000
A4	Cut to Export	220	CY	\$ 25 \$ 5,500
A5	ABC road base for Parking	27	TONS	\$ 20 \$ 533
A6	Retaining Walls	151	FF	\$ 120 \$ 18,120
A7	Site slabs	3	CY	\$ 400 \$ 1,327
A8	6" drainage pipe	44	LF	\$ 50 \$ 2,200
A9	5" HBP paving	12	TONS	\$ 150 \$ 1,727
A10	Erosion Control	1	EA	\$ 1,500 \$ 1,500
A11	Revegeation	1	EA	\$ 3,000 \$ 3,000
A12	Pump Station Building (Excavation, FND, Framing, MEP, Roofing, etc)	1	EA	\$ 210,000 \$ 210,000
A13	Pumps, Piping, Controls	1	EA	\$ 80,000 \$ 80,000
A14	Emergency generator	1	EA	\$ 50,000 \$ 50,000
A15	Mobilization	1	EA	\$ 30,000 \$ 30,000
A16	Gas Service	1	EA	\$ 12,000 \$ 12,000
A17	Electric service	1	EA	\$ 45,000 \$ 45,000
A18				\$ -
	<b>SUBTOTAL</b>			<b>\$ 524,867</b>
<b>B. WATER TANK</b>				
B1	Tank Site Grading Excavation , Back Fill Compaction	1	EA	\$ 70,000 \$ 70,000
B2	Revegetation	1	EA	\$ 5,000 \$ 5,000
B3	Erosion Control	1	EA	\$ 5,000 \$ 5,000
B4	Tank Concrete + waterproofing	160	CY	\$ 800 \$ 128,000
B5	Tank FND drains	160	LF	\$ 6 \$ 960
B6	Site Piping	1	EA	\$ 40,000 \$ 40,000
B7	Fencing	110	LF	\$ 20 \$ 2,200
B8	Future Road Gravel	276	TONS	\$ 20 \$ 5,511
B9	18" RCP + 2 FES	57	LF	\$ 180 \$ 10,260
B10	12" HDPE	123	LF	\$ 50 \$ 6,150
B11	5' Storm MH	1	EA	\$ 12,000 \$ 12,000
B12	Riprap	10	TONS	\$ 80 \$ 800
B13	Radio + Internet	1	EA	\$ 3,000 \$ 3,000
B14	Miscellaneous	1	EA	\$ 10,000 \$ 10,000
B15			EA	\$ -
	<b>SUBTOTAL</b>			<b>\$ 298,881</b>

**PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST**

**RWP - WATER SYSTEM IMPROVEMENTS**



By: TK  
Checked: \_\_\_\_\_

Prepared: 3/14/2024  
Revised: 5/3/2024  
JN: 17009

<b>C. SITE WATERLINE IMPROVEMENTS</b>					
C1	Existing Access Road grading, base & minor storm improvements	2600	LF	\$ 15	\$ 39,000
C2	Access Road (SIWR) grading, base & minor storm improvements	1050	LF	\$ 30	\$ 31,500
C3	12" Water main from SIWR to Road K	313	LF	\$ 180	\$ 56,340
C4	10" Water main + appurtenances	2589	LF	\$ 160	\$ 414,240
C5	8" Water main + appurtenances	1101	LF	\$ 140	\$ 154,140
C6	8" Water main + appurtenances (Overlook to Scenic Trail)	221	LF	\$ 140	\$ 30,940
C7	Water Tie- In (To existing water stub, Coordinate with Town)	5	EA	\$ 2,500	\$ 12,500
C8	PRV Vault at Promontory Point	1	EA	\$ 90,000	\$ 90,000
C9	Scenic Trail W/L separation Z1 to Z2 + Blowoff	1	EA	\$ 15,000	\$ 15,000
C10	Future subdivision Road Grading (full road section, no overlot, 2" ABC)	2230	LF	\$ 60	\$ 133,800
C11	Outfall Ditch (Grading + Rock)	370	LF	\$ 80	\$ 29,600
C12	Road B 24" storm relocate + extension	65	LF	\$ 180	\$ 11,700
C13	Road B new 24" Storm + FES	76	EA	\$ 220	\$ 16,720
C14	Erosion Control	1	EA	\$ 30,000	\$ 30,000
C15	Revegetation	1	EA	\$ 15,000	\$ 15,000
C16	Mobilization	1	EA	\$ 15,000	\$ 15,000
C17					\$ -
	<b>SUBTOTAL</b>				\$ <b>1,095,480</b>
				<b>SUBTOTAL (ALL ITEMS)</b>	\$ <b>1,919,228</b>
				<i>Contingency 20%</i>	\$ <b>383,846</b>
				<b>TOTAL</b>	\$ <b>2,303,074</b>

NOTES:

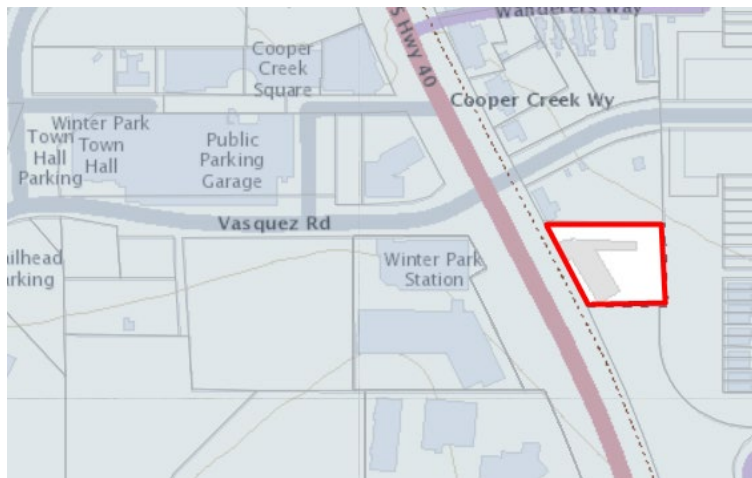
**MEMO**

**TO** Town Council  
**FROM** James Shockey, Community Development Director  
**THROUGH** Keith Riesberg, Town Manager  
**DATE** April 16, 2024  
**RE** Ordinance 620, Series 2024 – Annexing 0.57 Acre Parcel – Valley Hi Enclave

**Background**

The property commonly referred to as Valley Hi is a half-acre enclave within the Town of Winter Park. There are currently two businesses located on the property, the Valley Hi Motel and Serene Wellness, a marijuana shop that recently closed. When Roam was annexed in 2017, this property became an enclave similar to Beaver Village Condominiums, Cooper Creek Village and the Rogers Property. The property has been identified as eligible for annexation in the Town’s Three Mile Plan.

The Town has successfully annexed most of the enclaves in Town and is now proposing to annex this property as it has been eligible for annexation since 2021. C.R.S. § 31-12-106 allows a municipality to annex property that is entirely contained within the boundaries of a municipality if such property has been contained for more than three years.



At the March 5, 2024 meeting the Town Council adopted Resolution 2123 declaring the intent to annex the 0.57 acre parcel into the Town of Winter Park. Following the adoption of Resolution 2123, Town staff began publication of the required notices, sent notices to the required parties and initiated the process to assign zoning to the property to be annexed. The ordinance being presented for Town Council consideration will annex the property into the Town of Winter Park. It is anticipated the ordinance will have second reading and public hearing at the May 7, 2024 Town Council meeting.



**Staff Recommendation**

All the findings required by State Statutes have been met for this annexation and staff recommends approval of Ordinance 620 annexing as an enclave a 0.57-acre parcel of land located in unincorporated Grand County known as Valley Hi Enclave. This action was contemplated by Resolution 2123 approved by Council on March 5, 2024. Should the Town Council wish to approve this Ordinance, the following motion should be made:

I move to approve Ordinance 620 annexing as an enclave a 0.57-acre parcel of land located in unincorporated Grand County known as Valley Hi Enclave as presented.

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

I move to deny Ordinance 620 annexing as an enclave a 0.57-acre parcel of land located in unincorporated Grand County known as Valley Hi Enclave as presented.

In the event Ordinance 620 is not approved, staff should be provided with direction on actions to be taken regarding the enclave.

**TOWN OF WINTER PARK  
ORDINANCE NO. 620  
SERIES 2024**

**AN ORDINANCE OF THE TOWN OF WINTER PARK, COLORADO  
ANNEXING AS AN ENCLAVE A 0.57 ACRE PARCEL OF LAND  
LOCATED IN UNINCORPORATED GRAND COUNTY KNOWN AS  
THE VALLEY HI ENCLAVE**

WHEREAS, pursuant to C.R.S. § 31-12-106, when any unincorporated area is entirely contained within the boundaries of a municipality, the governing body may by ordinance annex such enclave in accordance with the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.* (the "Act") and Section 30(1)(c) of Article II of the State Constitution if said area has been so surrounded for a period of not less than three (3) years;

WHEREAS, as set forth in Resolution No. 2123, Series of 2024 (the "Resolution"), the Town determined the territory more particularly described in **Exhibit A**, attached hereto and incorporated herein (the "Valley Hi Enclave"), is an enclave as defined by the Act and is eligible for annexation to the Town;

WHEREAS, in the Resolution and as required by the Act, the Town declared its intent to annex the Valley Hi Enclave;

WHEREAS, notice of the Town's intended annexation of the Valley Hi Enclave was published in compliance with the Act once a week for four (4) successive weeks, with the first publication being at least thirty (30) days prior to consideration of this Annexation Ordinance;

WHEREAS, notice of the Town's intended annexation of the Valley Hi Enclave was given by registered mail to the Clerk of the Board of County Commissioners, the County Attorney, the school district and to any special district having territory in the area to be annexed;

WHEREAS, the Valley Hi Enclave measures 0.57 acres of land, and, as such no annexation impact report is required under C.R.S. § 31-12-108.5; and

WHEREAS, pursuant to Section 4.10 of the Town Charter, there are two (2) readings of all ordinances, with the public hearing occurring at second reading.

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

Section 1. The Valley Hi Enclave is hereby annexed to the Town, and upon the effective date of this Ordinance, the Valley Hi Enclave is subject to the jurisdiction of the Town.

Section 2. Effective Date of Annexation.

a. The Town Clerk shall file one (1) copy of the Annexation Map along with the original of this Ordinance in the Town Clerk's office.

b. The Town Clerk shall file for recording three (3) certified copies of this Ordinance and three (3) copies of the Annexation Map with the Grand County Clerk and Recorder.

c. The Town Clerk shall file one (1) certified copy of this Ordinance and one (1) copy of the Annexation Map with the Division of Local Government of the Department of Local Affairs.

d. Except as set forth herein, pursuant to C.R.S. § 31-12-113(2)(b), the annexation of the Valley Hi Enclave shall take effect five (5) days after publication of this Ordinance following adoption on second reading, provided the filing and recording described herein is complete.

e. As required by C.R.S. § 31-12-113(3), for purposes of general taxation, the annexation of the Valley Hi Enclave shall be effective January 1, 2025.

INTRODUCED, APPROVED ON FIRST READING, AND ORDERED PUBLISHED IN FULL this \_\_\_\_ day of \_\_\_\_\_, 2024. A public hearing shall be held at the regular meeting of the Winter Park Town Council, on the \_\_\_\_ day of \_\_\_\_\_, 2024 at 5:30pm, or as soon thereafter as possible, at the Winter Park Town Hall.

TOWN OF WINTER PARK

\_\_\_\_\_  
Nick Kutrumbos, Mayor

ATTEST:

\_\_\_\_\_  
Danielle Jardee, Town Clerk

READ, ADOPTED AND ORDERED PUBLISHED on second and final reading by a vote of \_\_\_\_ to \_\_\_\_ on the \_\_\_\_\_.

TOWN OF WINTER PARK

\_\_\_\_\_  
Nick Kutrumbos, Mayor

ATTEST:

\_\_\_\_\_  
Danielle Jardee, Town Clerk

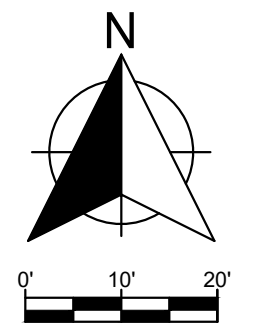
**Exhibit A**  
**Legal Description**

Part of Lots 10, 11, and 12 in Block 1, Hideaway Park, together with vacated portion of U.S.  
Highway 40 all which is described as follows:

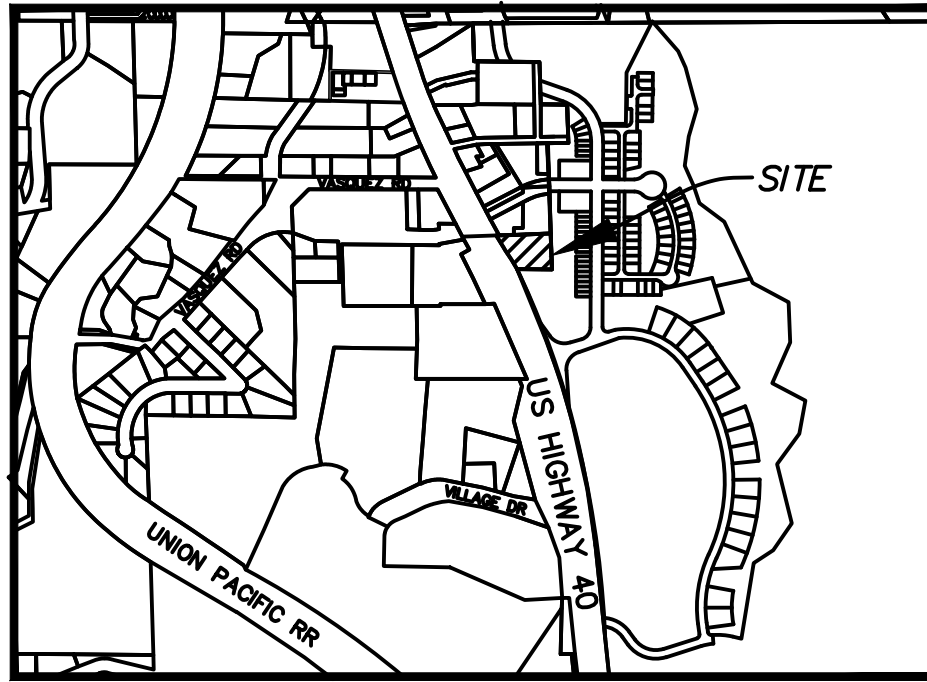
Beginning at the Northeast corner of Lot 10 in Block 1 of Hideaway Park, thence N89°20'W a  
distance of 215.97 feet thence South 27°14'05" East a distance of 112.75 feet, thence South 21  
°37'30" East a distance of 55.09 feet; thence South 89°29' East a distance of 146.59 feet to the  
Southeast corner of Lot 12 in said Block 1; thence North 01°53' West along the East line of Lots 12,  
11 and 10 in Block 1 Hideaway Park, a distance of 150.0 feet, more or less, to the point of  
beginning.

Crew: NA  
 Checked: LBO  
 Drawn: KS  
 Drawing date: 04/02/2024  
 Project No.: 024110-000

Revisions:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



**VICINITY MAP**

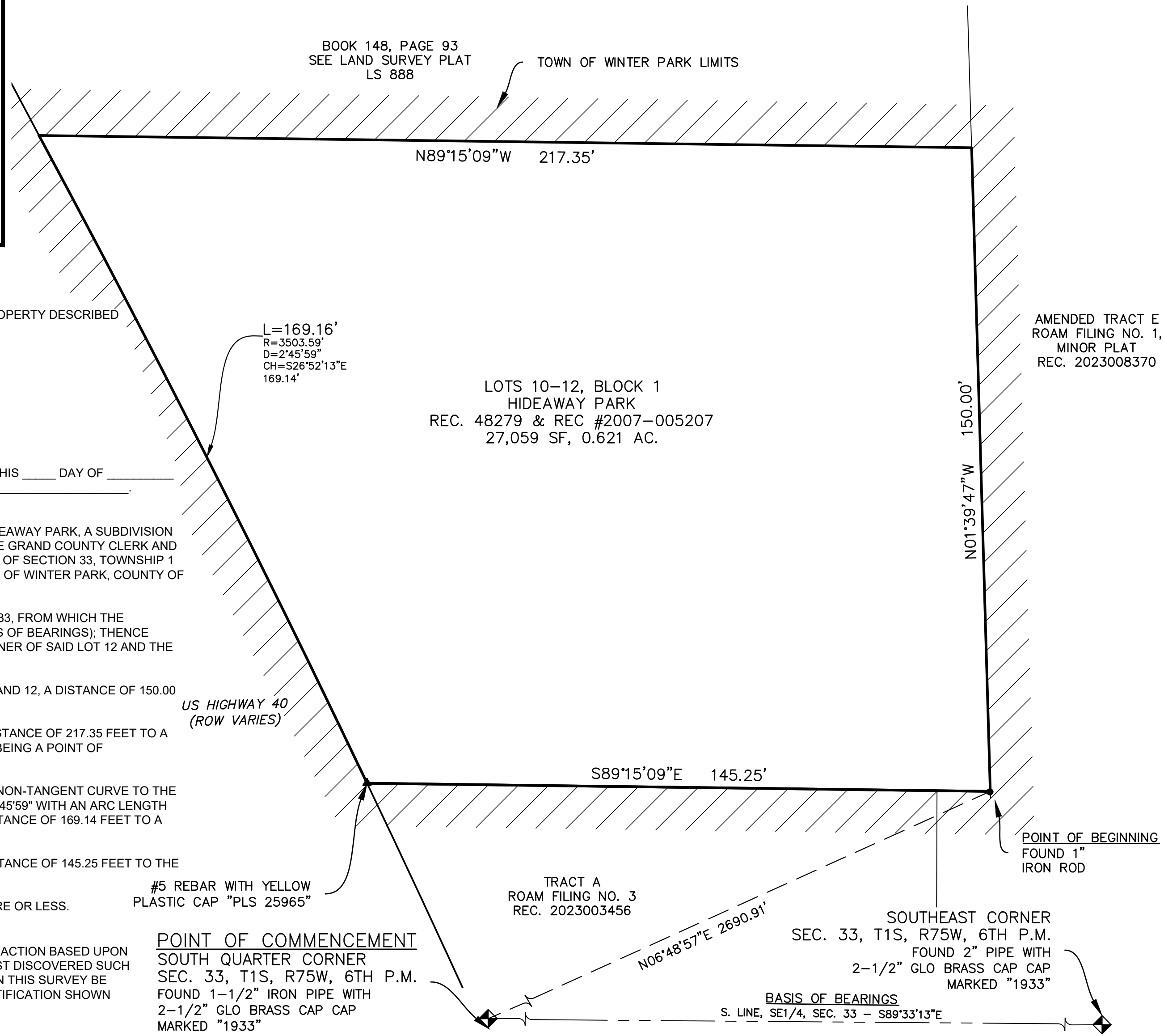


**ANNEXATION MAP**

BEING LOTS 10, 11, AND 12, HIDEAWAY PARK,  
 AND LYING WITHIN THE NE 1/4 OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST  
 OF THE 6TH P.M., TOWN OF WINTER PARK, IN GRAND COUNTY, COLORADO

BOOK 148, PAGE 93  
 SEE LAND SURVEY PLAT  
 LS 888

TOWN OF WINTER PARK LIMITS



AMENDED TRACT E  
 ROAM FILING NO. 1,  
 MINOR PLAT  
 REC. 2023008370

LOTS 10-12, BLOCK 1  
 HIDEAWAY PARK  
 REC. 48279 & REC #2007-005207  
 27,059 SF, 0.621 AC.

**STATEMENT OF OWNERSHIP**

KNOW ALL MEN BY THESE PRESENTS:  
 THAT WE, THE UNDERSIGNED, ARE THE OWNERS OF THAT REAL PROPERTY DESCRIBED  
 SEPARATELY HEREON.

BY: \_\_\_\_\_  
 AS: \_\_\_\_\_ )  
 STATE OF COLORADO ) SS  
 COUNTY OF \_\_\_\_\_ )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
 2023, BY \_\_\_\_\_ ON BEHALF OF \_\_\_\_\_

**LEGAL DESCRIPTION:**

A PARCEL OF LAND BEING ALL OF LOTS 10, 11, AND 12, BLOCK 1, HIDEAWAY PARK, A SUBDIVISION  
 PLAT RECORDED AT RECEPTION NO. 48279, IN THE RECORDS OF THE GRAND COUNTY CLERK AND  
 RECORDER'S OFFICE AND LYING WITHIN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 1  
 SOUTH, RANGE 75 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF WINTER PARK, COUNTY OF  
 GRAND, STATE OF COLORADO.

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 33, FROM WHICH THE  
 SOUTHEAST CORNER OF SAID SECTION 33 BEARS S89°33'13"E (BASIS OF BEARINGS); THENCE  
 N06°48'57"E, A DISTANCE OF 2690.91 FEET TO THE SOUTH EAST CORNER OF SAID LOT 12 AND THE  
POINT OF BEGINNING:

THENCE N01°39'47"W, ALONG THE EAST LINES OF SAID LOTS 10, 11, AND 12, A DISTANCE OF 150.00  
 FEET TO THE NORTHEAST CORNER OF SAID LOT 10;

THENCE N89°15'09"W, ALONG THE NORTH LINE OF SAID LOT 10, A DISTANCE OF 217.35 FEET TO A  
 POINT ON THE EAST RIGHT-OF-WAY LINE OF US HIGHWAY 40, ALSO BEING A POINT OF  
 NON-TANGENT CURVATURE;

THENCE ALONG SAID EAST RIGHT-OF-WAY LINE AND THE ARC OF A NON-TANGENT CURVE TO THE  
 RIGHT HAVING A RADIUS OF 3503.59 FEET, A CENTRAL ANGLE OF 02°45'59" WITH AN ARC LENGTH  
 OF 169.16 FEET, WITH A CHORD OF WHICH BEARS S26°52'13"E, A DISTANCE OF 169.14 FEET TO A  
 POINT ON THE SOUTH LINE OF SAID LOT 12;

THENCE S89°15'09"E, ALONG THE SOUTH LINE OF SAID LOT 12, A DISTANCE OF 145.25 FEET TO THE  
POINT OF BEGINNING.

CONTAINING AN AREA OF 27056 SQUARE FEET OR 0.621 ACRES, MORE OR LESS.

**NOTICE:**

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON  
 ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH  
 DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE  
 COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN  
 HEREON.

**SURVEYOR'S CERTIFICATE:**

I, L. BRAD OSWALD, A DULY LICENSED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY  
 CERTIFY THAT THIS ANNEXATION MAP WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND  
 IS A CORRECT DELINEATION OF THE DESCRIBED PARCEL OF LAND AND THAT LEAST ONE SIXTH (1/6)  
 OF THE PERIPHERAL BOUNDARY OF SAID TRACT IS CONTIGUOUS TO THE PRESENT BOUNDARY OF  
 THE TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO.

#5 REBAR WITH YELLOW  
 PLASTIC CAP "PLS 25965"

POINT OF COMMENCEMENT  
 SOUTH QUARTER CORNER  
 SEC. 33, T1S, R75W, 6TH P.M.  
 FOUND 1-1/2" IRON PIPE WITH  
 2-1/2" GLO BRASS CAP CAP  
 MARKED "1933"

**TOWN OF WINTER PARK CERTIFICATE:**

THIS ANNEXATION MAP IS TO BE KNOWN AS "LOTS 10, 11, AND 12, HIDEAWAY PARK" TO THE TOWN  
 OF WINTER PARK AND IS APPROVED AND ACCEPTED BY ORDINANCE NO. \_\_\_\_\_, SERIES 20\_\_\_\_  
 PASS AND ADOPTED AT THE REGULAR MEETING OF THE COUNCIL OF WINTER PARK, HELD ON  
 \_\_\_\_\_, 202\_\_\_\_\_.

NICK KUTRUMBOS, TOWN MAYOR

DANIELLE JARDEE, TOWN CLERK

**NOTES:**

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

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

**PRELIMINARY**

NOT FOR USE AS A FINAL SURVEY DOCUMENT

L. BRAD OSWALD, CO PLS 38510  
 DATE: 4/2/2024  
 FOR AND ON BEHALF OF WSB LLC.

**ANNEXATION DATA:**

TOTAL ACREAGE OF PROPERTY:	0.621 ACRES
TOTAL PERIMETER OF PROPERTY:	681.76 FEET
MIN. REQUIRED CONTIGUOUS PERIMETER AT 1/6TH:	113.63 FEET
CONTIGUOUS PERIMETER WITH THE TOWN OF WINTER PARK:	681.76 FEET

**ANNEXATION MAP**

GRAND, COLORADO

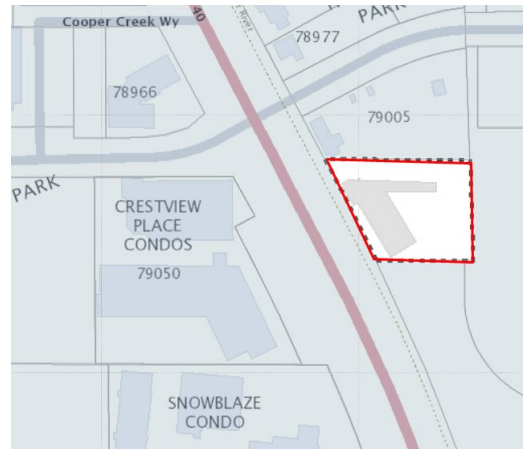
Call 48 Hours before digging:  
 COLORADO One Call  
 CALL: (303) 232-1991 or 811

MEMO

**TO** Town Council  
**FROM** James Shockey, Community Development Director  
**THROUGH** Keith Riesberg, Town Manager  
**DATE** April 16, 2024  
**RE** Zoning Request – Annexation – Valley Hi Enclave (PLN24-023)

**Background:**

The Town (the “Applicant”) is annexing the Valley Hi Motel property as an enclave annexation. The 0.57-acre property is located in the downtown core just south of Vasquez Road. On March 5, 2024, Town Council adopted a resolution declaring its intent to consider a proposed annexation ordinance to annex the property (Resolution 2123, Series 2024). The next step is to establish the property’s proposed zoning ahead of annexing the property into the Town limits. Pursuant to § 5-C-2 of the Unified Development Code (the "UDC") the Planning Commission studies and makes recommendations regarding any proposed amendment to the Town’s adopted zoning.



**Analysis of Existing Conditions:**

**Existing Land Use**

The property is currently zoned Tourist by Grand County and is located within the Growth Area for the Town of Winter Park as identified in the [2011 Grand County Master Plan](#). The property has two businesses, the Valley Hi Motel and Serene Wellness, a marijuana shop that recently closed.

**Surrounding Land Use**

The parcel is surrounded to the south and east by Roam, to the west by Main Street, and north by a vacant parcel. The Town’s boundaries surround the property. Roam is zoned Planned Development, Destination Center (P-D, D-C) and the vacant property is zoned Destination Center (D-C).

**Service and Infrastructure Capacity**

The area is already served by water, sewer, electric and gas services. The property is located within the Grand County Water and Sanitation District No. 1 service boundaries.

### Transportation and Traffic

The property is accessed from Highway 40. The Town's Transit Service, the LIFT, has a regular service line that stops just north of the property.

### Requested Zoning for the Property:

The Applicant requests the property be zoned Destination Center (D-C). The purpose of the D-C District is to create a "planned mixture of high density and upper-floor residential and commercial uses in horizontal and vertical formats that are arranged to create a walkable pedestrian environment" (UDC, Table 2-A-4, *Zoning Districts*).

### Compliance with Comprehensive Plan and Three-Mile Plan:

The proposed zoning requested for this property conforms with the Comprehensive Plan, i.e., the [Imagine Winter Park Plan](#), and the Three-Mile Plan.

### § 5-B-8 Public Notice Requirements:

This rezoning request has had proper public notification pursuant to § 5-B-8 of the UDC. A Newspaper Publication (PUB) was published in the Middle Park Times on March 27, 2024, providing notification of the meeting and requesting comments. A Surrounding Property Owners Mailing (ML) was sent to property owners within 300' of the property on March 27, 2024. A Property Posting (PO) was posted on the same day.

No comments have been received as of April 10, 2024.

### Planning Commission Recommendation

The Planning Commission reviewed the Applicant's request for Destination Center (D-C) zoning classification on April 19, 2024 and recommended approval with the findings outlined below. The Commission felt the property meets the objectives for the D-C district and is consistent with the requisite principles for annexation outlined in the Three Mile Plan.

### Staff Recommendation:

Staff recommends Town Council approve Ordinance 621, Series 2024, an ordinance zoning upon annexation certain property within the Town known as Valley Hi Enclave to the Destination Center (D-C) as it has been determined the zoning is appropriate because the criteria in § 5-C-2(f) of the UDC is met, specifically the zoning:

- a. Is due to new growth trends;
- b. Serves an area and community need;
- c. Is compatible with and provides benefits to the surrounding area;
- d. Is in conformance with the policies, intents, and requirements of the UDC and Town's Comprehensive Plan; and
- e. Provides adequate facilities to serve the type and scope of the proposed development.



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

I move to approve Ordinance 621 an ordinance zoning upon annexation certain property within the Town known as Valley Hi Enclave to the Destination Center (D-C) as it has been determined the zoning is appropriate because the criteria in § 5-C-2(f) of the UDC.

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

I move to deny Ordinance 621 an ordinance zoning upon annexation certain property within the Town known as Valley Hi Enclave to the Destination Center (D-C) as it has been determined the zoning is appropriate because the criteria in § 5-C-2(f) of the UDC.



**TOWN OF WINTER PARK  
ORDINANCE NO. 621  
SERIES 2024**

**AN ORDINANCE OF THE TOWN OF WINTER PARK, COLORADO  
ZONING UPON ANNEXATION CERTAIN PROPERTY WITHIN THE  
TOWN KNOWN AS THE VALLEY HI ENCLAVE TO DESTINATION  
CENTER DISTRICT (D-C)**

WHEREAS, the Town of Winter Park (the "Town") desires to zone upon annexation certain property located in the Town known as the Valley Hi Enclave and more particularly described in **Exhibit A** (the "Property"), to establish Town zoning for the Property pursuant to Section 5-C-3 of the Winter Park Unified Development Code (the "UDC");

WHEREAS, a duly noticed public hearing was conducted before the Planning Commission at its regular meeting on April 9, 2024, following which the Planning Commission found that the application satisfied the requirements of the applicable Sections of the UDC and recommended approval of the application; and

WHEREAS, on May 7, 2024, a duly noticed public hearing on the application was conducted before the Town Council at its regular meeting, during which the Town Council heard testimony and received evidence, including reports from the Planning Commission and the Town staff.

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

Section 1. The Town Council hereby finds that the zoning upon annexation of the Property to the Destination Center (D-C), is appropriate, because the criteria in Section 5-C-2(f) of the UDC is met. Specifically, the zoning:

- a. Provides substantial public benefits;
- b. Serves the transitioning character of the surrounding area;
- c. Is compatible with and provides benefits to the surrounding area;
- d. Provides adequate facilities to serve the type and scope of the proposed development; and
- e. Is in conformance with, and does not modify, the policies, intents and requirements of the UDC, the Town's Comprehensive Plan or the Town's Code of Ordinances.

Section 2. As a part of such approval, the Town Council hereby amends the Town's Zoning Map to show D-C zoning for the Property.

Section 3. Pursuant to Section 4.9 of the Town Charter, this Ordinance shall take effect five (5) days after publication following adoption on second reading.

INTRODUCED, APPROVED ON FIRST READING, AND ORDERED PUBLISHED IN FULL this \_\_\_\_ day of \_\_\_\_\_, 2024. A public hearing shall be held at the regular meeting of the Winter Park Town Council, on the \_\_\_\_ day of \_\_\_\_\_, 2024 at 5:30pm, or as soon thereafter as possible, at the Winter Park Town Hall.

TOWN OF WINTER PARK

\_\_\_\_\_  
Nick Kutrumbos, Mayor

ATTEST:

\_\_\_\_\_  
Danielle Jardee, Town Clerk

READ, ADOPTED AND ORDERED PUBLISHED on second and final reading by a vote of \_\_\_\_ to \_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 2024.

TOWN OF WINTER PARK

\_\_\_\_\_  
Nick Kutrumbos, Mayor

ATTEST:

\_\_\_\_\_  
Danielle Jardee, Town Clerk

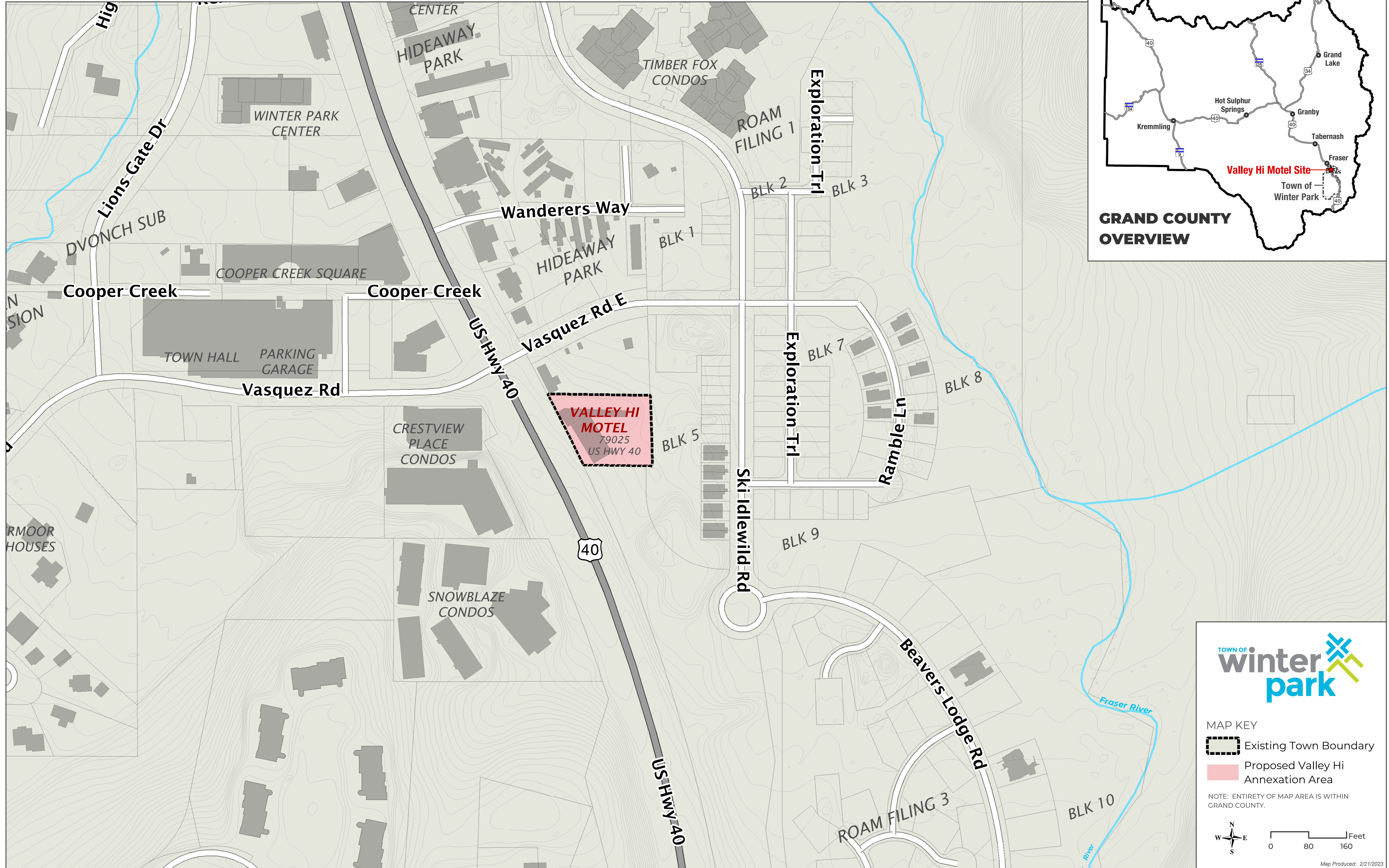
**Exhibit A**  
**Property Legal Description**

Part of Lots 10, 11, and 12 in Block 1, Hideaway Park, together with vacated portion of U.S.  
Highway 40 all which is described as follows:

Beginning at the Northeast corner of Lot 10 in Block 1 of Hideaway Park, thence N89°20'W a  
distance of 215.97 feet thence South 27°14'05" East a distance of 112.75 feet, thence South 21  
°37'30" East a distance of 55.09 feet; thence South 89°29' East a distance of 146.59 feet to the  
Southeast corner of Lot 12 in said Block 1; thence North 01°53' West along the East line of Lots 12,  
11 and 10 in Block 1 Hideaway Park, a distance of 150.0 feet, more or less, to the point of  
beginning.

# VALLEY HI MOTEL ENCLAVE ANNEXATION

EXHIBIT A: EXISTING AND PROPOSED TOWN BOUNDARY

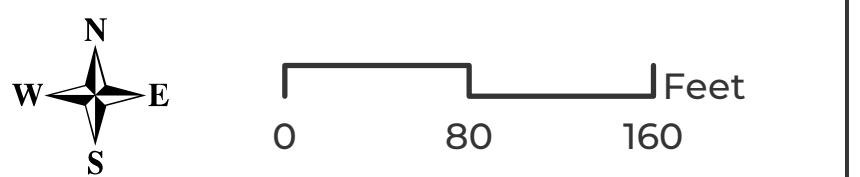


## GRAND COUNTY OVERVIEW



- MAP KEY
- Existing Town Boundary
  - Proposed Valley Hi Annexation Area

NOTE: ENTIRETY OF MAP AREA IS WITHIN GRAND COUNTY.



# Valley Hi



This property is commonly referred to as the Valley Hi parcel. It is located along Main Street near the intersection of Vasquez Road.



## Land Use:

The property is currently zoned Tourist District by Grand County and is located within the Growth Area for the Town of Winter Park as identified in the 2011 Grand County Master Plan. It is an enclave within the Town of Winter Park. The 0.371 acre parcel is developed with the Valley Hi Motel and Serene Wellness, a retail marijuana business.

## Transportation:

The property is accessed from Main Street near the intersection of Vasquez Road.

## Utility Provisions:

The property is already served with water, sewer, electric and gas services.

## Community Services:

This section lies within the East Grand Fire District and the East Grand School District. Police protection is currently provided by the Grand County Sheriff's Department with mutual aid from the Fraser Winter Park Police Department. Fire protection and the school district boundaries would remain the same in the event of any annexation. Police protection, however, would be provided exclusively by the Fraser Winter Park Police Department upon annexation.

## Open Space, Parks & Recreation:

There is no open space associated with this commercial lot.

## Water Availability:

This property is located within the Grand County Water and Sanitation District No. 1 district boundaries. Water service is provided to the existing motel and retail shop.

Annexation Considerations:

If it were to be annexed into the Town, appropriate zoning for this parcel would be DC – Destination Center District due to its proximity to the downtown.





## MEMO

**TO** Town Council  
**FROM** James Shockey, Community Development Director  
**DATE** May 7, 2024  
**RE** Special Use Permit Request – No street address – Kona Ice of Peaks and Valleys (PLN24-019)

**Applicant:** Karl and Gabriella Vogelbacher on behalf of Kona Ice of Peaks and Valleys

**Property Owner:** Town of Winter Park

**Location:** No street address; Town streets and parks

**Special Use Permit Request:**

Request to operate a street vendor use, i.e., a food truck. The truck would be located on Town property to provide shaved ice at special events and fundraisers.

**Applicant's Reasons why the Permit Should be Granted:**

See applicant's application for details.

**Applicable Provisions of the Unified Development Code (UDC):**

§ 2-B-3, Limited and Special Uses; § 5-E-2, Special Use Permit

**Applicable Provisions of the Town Code of Winter Park (Code):**

Title 3, Chapter 9, Mobile Vending

A Long-Term Mobile Vending Permit, if granted, expires one (1) year from issuance and requires a new permit for each year of continued operation in accordance with Title 3.

**§ 5-E-2(F) Approval Criteria:**

An application for use approval may be approved if it is demonstrated that:

1. The proposed use in its proposed location will not conflict with the implementation of current adopted plans of the Town;
2. The use is compatible with surrounding land uses and the natural environment, and will not materially detract from the character of the immediate area or negatively affect the anticipated development or redevelopment plans for surrounding land uses;
3. The use can be adequately served by existing and/or proposed public services including streets, off-street parking, pedestrian facilities, water, sewer, gas, electricity, police and fire protection; and
4. The use promotes at least one of the following:
  - a. A needed community service;
  - b. A quality economic development and opportunity;
  - c. A mixed use and pedestrian-oriented environment to support a variety of land uses in close proximity to one another such as employment, housing, recreation, and retail; or
  - d. More efficient use of public infrastructure.

**§ 5-B-8 Public Notice Requirements:**

This SUP application has had proper public notification pursuant to § 5-B-8 of the UDC. A Newspaper Publication (PUB) was published in the Middle Park Times on April 10, 2024, providing notification of the hearing, and requesting comments.

No comments have been received as of May 2, 2024.

**Staff Comments:**

Background

Applicant requests a long-term mobile vending operation to operate a mobile food truck serving gourmet shaved ice throughout Town on main and side roads within the D-C (Destination Center) zone district. The Town Council is reviewing this application to determine if the SUP application meets the applicable criteria in § 5-E-2(F) of the UDC.

This applicant has been granted a SUP from 2019-2022 and operated throughout each season without negative repercussions. They did not apply for a permit in 2023.

Location

This SUP would only apply to public ROW within the D-C zone in and around Hideaway Park.

Outdoor Lighting

N/A, existing on-street lighting will be used.

Parking

N/A.

Loading

N/A

Odor Control

N/A.

Operation

Applicant has not indicated proposed hours of operation but proposes to operate upon permit issuance to October 31, 2024. Staff has proposed 10:00 a.m. through 10:00 p.m. daily, or until not more than one hour after the end of the event where vending is occurring.

Staff Conclusions

Staff believes the Application meets § 5-E-2 the UDC. Staff supports the location of this proposed use as the use is compatible with surrounding commercial land uses in the area including restaurants, retail, and hotels. The D-C zone district is the most appropriate district for this use and the relevant site has operated as gathering area for many years. Staff finds that any adverse impacts of the use are adequately addressed.



**Planning Commission Recommendation:**

The Planning Commission recommended approval of the SUP for Kona Ice with the conditions outlined below:

- a. In accordance with § 5-B-13 of the UDC, the Special Use Permit shall remain in effect so long as the business is continuously operated in conformance with this approval but for not more than a year per Town Code of Winter Park, Section 3-9-5.
- b. Approval of this Special Use Permit is contingent upon the approval and issuance of any and all applicable State and Town licenses and/or permits.
- c. The Special Use Permit is not assignable to any other person or entity.
- d. The operation must be located in a public designated parking space in order to operate.
- e. During special events within Hideaway Park specifically, a vendor license must be purchased from the Chamber of Commerce. If not, this special use permit is not valid during those events and the mobile food cart is not permitted on those weekends.
- f. Display apparatus is to be removed from public property at the end of each working day.
- g. No tents shall be allowed in conjunction with the operation.
- h. The operation shall maintain both the permitted area, the immediate area surrounding the permitted area and the display apparatus in a neat, clean and hazard-free condition.
- i. Hours of operation - 10:00 a.m. through 10:00 p.m. daily, or until not more than one hour after the end of the event where vending is occurring.

**Staff Recommendation:**

Staff finds the applicant has submitted all required materials within the timeframe required and all other materials comply with the conditions of § 3-9 of the Code and conform to all applicable policies and regulations of the UDC. Staff therefore recommends the Town Council approve Resolution No. 2139 a Resolution approving the SUP regarding a Long-Term Mobile Vending Use for Kona Ice subject to the conditions outlined in the Planning Commission recommendation.

However, this is a decision for the Council to make, and the Council may choose to approve or deny based on the testimony and evidence it hears. Two sample motions are included below for convenience only. They do not limit the evidence the Council can rely on or the decision the Council makes.

**Sample Motion for Approval:**

I move to approve Resolution 2139, a Resolution approving the SUP regarding a Long-Term Mobile Vending Use for Kona Ice as it was determined the application is in conformance with § 5-E-2 of the UDC with the four (4) staff conditions.

**Sample Motion for Denial:**

I move to deny Resolution 2139, a Resolution approving the SUP regarding a Long-Term Mobile Vending Use for Kona Ice as it was determined the application is NOT in conformance with § 5-E-2 of the UDC *[insert explanation supported by the evidence here]*.

**TOWN OF WINTER PARK  
RESOLUTION NO. 2139  
SERIES OF 2024**

**A RESOLUTION APPROVING A SPECIAL USE PERMIT REGARDING A  
LONG-TERM MOBILE VENDING USE FOR KONA ICE**

WHEREAS, Town of Winter Park is the current owner of public property consisting of public rights-of-way (the "Property");

WHEREAS, on March 15, 2024, with the consent of the Property owner, Kona Ice of Peaks and Valleys (the "Applicant") filed an application for approval of a special use permit (the "Special Use Permit") to operate a mobile food cart, i.e., a long-term mobile vending use on the Property (the "Application");

WHEREAS, the Property is located in the Destination Center (D-C) zone district, and a Mobile Vending use is permitted in the D-C zone district subject to issuance of a special use permit;

WHEREAS, after a properly noticed public hearing on April 23, 2024, the Planning Commission recommended that the Town Council conditionally approve the Special Use Permit;

WHEREAS, at a properly noticed public hearing on May 7, 2024, the Town Council considered the Application; and

WHEREAS, after considering the recommendation from the Planning Commission and Town staff, public comment, the Winter Park Town Code criteria and requirements, and the Unified Development Code criteria and requirements, the Town Council finds and determines as provided below.

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

Section 1. Findings. The Town Council has considered all of the criteria set forth in §§ 2-B-3(C)(7) and 5-E-2(F) of the Winter Park Unified Development Code (the "UDC") and in Title 3, Chapter 9, of the Town Code (the "Code") and finds as follows:

a. The proposed special use in its proposed location will not conflict with the implementation of current adopted plans of the Town;

b. The proposed special use is compatible with surrounding land uses and the natural environment, and will not materially detract from the character of the immediate area or negatively affect the anticipated development or redevelopment plans for surrounding land uses;

c. The proposed special use can be served by existing and/or proposed public services including streets, off-street parking, pedestrian facilities, water, sewer, gas, electricity, police and fire protection; and

d. The use promotes a needed community service; economic development and opportunity; and a mixed use and pedestrian-oriented environment to support a variety of land uses

in close proximity to one another such as employment, housing, recreation, and retail.

e. The Application is eligible for approval with conditions to limit the impacts of the Special Use Permit on surrounding properties.

Section 2. Decision. Based on the foregoing findings, the Town Council hereby approves the Special Use Permit, subject to the following conditions:

a. In accordance with § 5-B-13 of the UDC, the Special Use Permit shall remain in effect so long as the business is continuously operated in conformance with this approval but for not more than a year per Town Code of Winter Park, Section 3-9-5.

b. Approval of this Special Use Permit is contingent upon the approval and issuance of any and all applicable State and Town licenses and/or permits.

c. The Special Use Permit is not assignable to any other person or entity.

d. The operation must be located in a public designated parking space in order to operate.

e. During special events within Hideaway Park specifically, a vendor license must be purchased from the Chamber of Commerce. If not, this special use permit is not valid during those events and the mobile food cart is not permitted on those weekends.

f. Display apparatus is to be removed from public property at the end of each working day.

g. No tents shall be allowed in conjunction with the operation.

h. The operation shall maintain both the permitted area, the immediate area surrounding the permitted area and the display apparatus in a neat, clean and hazard-free condition.

i. Hours of operation - 10:00 a.m. through 10:00 p.m. daily, or until not more than one hour after the end of the event where vending is occurring.

Section 3. Enforcement. Failure of Applicant to comply with any of the above conditions shall be grounds for revocation of the Special Use Permit under Article 1.C of the UDC.

PASSED, ADOPTED AND APPROVED this 7<sup>th</sup> day of May, 2024.

TOWN OF WINTER PARK

\_\_\_\_\_  
Nick Kutrumbos, Mayor

ATTEST:

\_\_\_\_\_  
Danielle Jardee, Town Clerk

**Project Description Attachement  
for Kona Ice at “RendezVous Event Center”**

1) Permission to set up and operate our Kona Ice truck at Hideaway Park/ “RendezVous Event Center” in Winter Park, (RendezVous Way and Ski Idlewild Road) in a public and designated parking space from May 1st until October 31st

- written permission or vendor license will be obtained from event organizers if special events are held at the park
- current and valid business license is in place and sales tax will be collected and remitted to the Town
- State Health licensing and permits are obtained and properly displayed
- the Kona Ice truck is completely self sufficient and no gas generator is needed for any operations

2) Items to be sold:

- Gourmet shaved ice with over 40 flavors to choose from
- Bottled Water

3) Requesting help from the Town park staff to cone/block off the front parking spot on RendezVous Way on High Note Thursday's, so I will have a spot to set up when I get there at 5pm



**FEEL GOOD**  
ABOUT WHAT YOU'RE EATING.  
Under 50 Calories per Serving!  
\*Sweetened with all Natural Sweeteners & Real Cream Sugar  
\*Fortified with Vitamins C & E

Tropical Shaved **KONA ICE**

**WATCH FOR CHILDREN**

Tropical Shaved **KONA ICE**  
970.531.7161

**CAUTION**

**FLAVORWAVE**

**PLEASE**  
KEEP SOCIAL DISTANCE  
AT ALL TIMES!

Tropical Shaved **KONA ICE**  
KONA-ICE.COM

**KONA ICE**  
SCHOOLS  
FUNDRAISERS  
SPORTS  
DAYCARES  
CORPORATE  
EVENTS  
PARTIES

NO PARKING  
ANY TIME

NATIONAL  
800-552-5675

02X-618

970-531-1857



## MEMO

**TO** Town Council

**FROM** Shelia Booth, AICP, CPS Contracted Planner

**THROUGH** James Shockey, AICP, Community Development Director

**DATE** May 7, 2024

**RE** PUBLIC HEARING: Final Plat– Roam Filing No. 4 (PLN24-006) and Resolution No 2140, Series 2024

**Property Owner:** Robert Fanch, Fraser River Development Company

**Applicant:** Jeff Vogel, Vogel & Associates, LLC.

**Location:** West side of Ski Idlewild Road, between Rendezvous Way and Wanderers Way (the “Property”)

**Legal Description:** A Resubdivision of Parcel E of the Final Plat of Roam Filing No. 1, Amended Lot 1, Block 1 of Roam Filing No.1, Parcel A, and Lot 1, Block 1, Hideaway Park, Subdivision Exemption Plat, Lots 16 & 17, Hideaway Park, and Tract I, Minor Subdivision Plat of Roam Filing No. 1

**Zoning:**

P-D (Planned Development) with underlying zoning of D-C (Destination Center). Governed by Roam FDP, Reception No. 2018004495. 1st Amendment at Reception No. 2019007767; 2nd Amendment at Reception No. 2019010345; and 3rd Amendment at Reception No. 2024000453. The Property is within Planning Areas (“PA”) 1 and 3.

**Authority:**

Pursuant to § 5-B-3, Development Review Procedures Summary Table, of the Winter Park Unified Development Code (the “UDC”), the Planning Commission and Town Council consider the subdivision of property into five (5) or more lots within the Town of Winter Park. Preliminary Plat approval, Final Plat approval, and Site Plan approval are required before building permit issuance.

**Applicable Provisions of the Unified Development Code (UDC):**

UDC § 5-D-2 Classifications, C. Major Subdivision. Such subdivision is a subdivision containing five or more lots. Proposed major subdivisions shall require preliminary plat and final plat filing, processing, and approval in accordance with Sec. 5-D-4, Preliminary Plat, and Sec. 5-D-5, Final Plat.

**Final Plat Procedure & Approval Criteria:**

UDC § 5-D-5 E. 4.: Planning Commission Action. After proper public notice, the Planning Commission shall:

- a. Receive a written recommendation from the DRC regarding the final plat;
- b. Hold a public hearing prior to taking action on the final plat;
- c. Review the final plat for conformity with the approved preliminary plat, the statement of requirements, and other requirements; and
- d. By majority vote, recommend to approve or deny the final plat as outlined in Sec. 5-A-3(C), Procedures.

UDC § 5-D-5 F. Approval Criteria. The final plat shall be evaluated according to the approved preliminary plat and may be approved if it complies with the approved preliminary plat.

The Roam 4 Preliminary Plat was approved by Resolution 2021, Series 2023 on November 21, 2023.

This report includes comments from Town staff that should be considered as a part of the application decision.

**§ 5-B-8 Public Notice Requirements:**

This application has had proper public notification pursuant to § 5-B-8 of the UDC. A Newspaper Publication (PUB) was published in the Middle Park Times on April 10, 2024, providing notification of the hearing and requesting comments. A Surrounding Property Owners Mailing (ML) was sent to property owners within 300' of the property on April 5, 2024. A Property Posting (PO) was posted on April 2, 2024.

No public comments have been received as of May 1, 2024.

**Project Overview:**

Roam Filing 4 is a proposed 1.76-acre subdivision located on the west side of Ski Idlewild Road, between Rendezvous Way and Wanderers Way. The area is bordered to the west by a mixture of commercial, residential, and vacant land uses within the (D-C) zoning district and is bordered to the east, across Ski Idlewild Way, by medium density residential (Roam Filing No. 1/Timber Fox Condominiums) within PD-DC zoning. The final plat creates seven (7) residential townhouse lots, Tracts A & B for future commercial/residential development with access, utility, and drainage easements along with private open space and Tract C that is tied to the townhome development and is identified as utility and drainage easements, public access and snow storage and private open space. The final plat also vacates the original lot lines of Hideaway Park, Lots 16-17, Block 1.

The property is governed by the Roam Final Development Plan (FDP) (Reception No. 2018004495), the Roam FDP, 2<sup>nd</sup> Amendment (Ordinance No. 527, Series 2019), and the Roam FDP, Amendment No. 3 (Ordinance No. 613, Series 2023) approved in November 2023. The platted townhome lots fall under Planning Area 3 and Tracts A & B, future development, fall under Planning Area 1. The Roam 4 Preliminary Plat was approved by Resolution 2021, Series 2023 on November 21, 2023.

**Variances:**

With the Preliminary Plat Application (PLN23-046), the applicant submitted an Administrative Variance Request from Section 6.2.5 X and Section 6.2.5 XI of the Winter Park Standards and Specifications (2012) to waive requirements for stormwater detention and stormwater quality. The applicant asserted that the Roam Filing No. 4 drainage calculations were accounted for within the Phase III Drainage Report for Roam Filing No. 1 and that drainage basins have been analyzed to permit future development at 85% impervious area. The Town Engineer has approved the variance request.

**Density:**

Satisfactory. The Roam FDP Amendment No. 3, Planning Area 3, which encompasses the area proposed for the townhome development within this Final Plat, shows this area as 1.2 acres with a density of 28 DU/acre. The maximum number of residential units allowed in Planning Area 3 is 34. The density breakdown is described in the chart below. Tracts A&B which are designated for future development fall under Planning Area 1, which allows 25 DU/Ac. and a maximum of 258 residential units.

Lot	Use	Acres	Maximum Permitted Residential Density DU/Acre	Permitted Maximum # of DU	# of DU
<b>Lots: 1-7</b>	Residential	1.76	28 DU/Acre	34	21
<b>Tracts: A &amp; B</b>	Mixed Use	1.19	25 DU/Acre	TBD	TBD

**Access:**

Satisfactory. Access to the subdivision will be provided by a paved public roadway completing the intersection of Wanderers Way with Ski Idlewild Road. Direct access to Lots 1-7 will come from a 30' Utility Access & Drainage Easement shown in Detail A on sheet 2 of the Final Plat. Because the extension of Wanderers Way is located within a variable width access easement on this final plat, the plat will include a "maintenance exhibit/detail" and note clarifying the ownership and maintenance responsibilities of the Town versus the HOA for the various improvements within the easement. The Town will maintain from back of sidewalk and the HOA will maintain everything else.

**Transit:**

Satisfactory: A transit stop will be located east of the proposed development on Ski Idlewild Road. No additional transit infrastructure is required for this plat.

**Pedestrian Access:**

Satisfactory: Sidewalk and parallel parking improvements exist within the Ski Idlewild Road right-of-way along this development's frontage from Rendezvous Way to Wanderers Way. The townhome units on Lots 1-5 that front Ski Idlewild Road have individual walkways that intersect the Ski Idlewild Road sidewalk. A new sidewalk will be constructed from the westerly property line along the rear of Lots 6 and 7 within the existing access easement and Tract C, extending to the easterly property line and the Ski Idlewild right-of-way.

There are no required trails affecting this subdivision as indicated by the original Roam FDP or the Town's 2014 Community Trails Plan.

**Utilities:**

Satisfactory. The following utility reports and documents were submitted for review:

1. Phase III Drainage Report for Roam in Winter Park Phase 1 (November 2020),
2. Geotechnical Engineering Study Proposed Townhome Building 39 Wanderers Way (March 30, 2023), and
3. Roam Filing No. 4 Drainage Variance Approval Letter (October 20, 2023).

***Sanitary Sewer and Water:***

The project will access an existing water line at two points within Ski Idlewild Road and loop the 8" line through the development. An 8" sanitary sewer line also ties into an existing line in Ski Idlewild Road and extends into the development. The Town Engineer and Grand County Water & Sanitation District #1 (GCWSD#1) reviewed the Construction Plans and Final Plat for conformance to engineering standards.



**Storm Sewer & Drainage:** Storm sewer, drainage outfalls and use of water quality ponds associated with the Phase III Drainage Report for Roam in Winter Park Phase 1 are proposed throughout the development. The Town Engineer has reviewed the Construction Plan and Final Plat for conformance to the Town’s engineering standards. As stated in this report under “Variances”, the applicant received approval of an administrative variance with the Preliminary Plat to waive requirements for stormwater detention and stormwater quality.

**Wetlands:**

N/A. There are no known wetlands within the developed areas.

**Construction Plans:** ([View Construction Plans here.](#))

Satisfactory. The applicant submitted the Preliminary Construction Plans for Roam Filing No. 4 (current date 2024-04-21) including sanitary sewer plans, water plans, storm sewer, utilities, drive plans and profiles, fire turning exhibit and grading plans. The Town Engineer has reviewed the plans and has requested additional modifications to sidewalk and walkway design as noted in the latest engineering review letter dated April 15, 2024.

**Dimensional Standards:**

Satisfactory. The Roam FDP, PA-1 Single Family Attached Residential Lot and Development Standards are listed below. A Typical Lot Detail was provided on sheet C4.0 of the Construction Plans.

Lot	Min. Area (SF/Ac.)	Min. Width (ft)	Min. Depth (ft)	Front Setback	Side Setback	Rear Setback	Building Height
<b>Lots: 1-7 (PA-1)</b>	1,250 SF	N/A	N/A	5 ft.	5 ft.	5 ft.	55 ft.
<b>Tracts: A &amp; B</b>	TBD	TBD	TBD	TBD	TBD	TBD	TBD

**Setbacks:**

Satisfactory: The seven lots meet the five-foot (5’) front, side, and rear setbacks.

**Lot Area:**

Satisfactory: The lot areas as depicted on the plat range between 1,568 square feet and 2,758 square feet complying with the minimum lot area of 1,250 and 1,500 square feet.

**Snow Storage:**

Satisfactory. The development is designed to provide snow storage within Tract C as noted on the Site Plan. Per the UDC Section 3-H-5-A, Snow Storage/ Table 3-H-5-1 Snow Storage Standards, the minimum storage area required is 25%. The Site Plan shows a Proposed Paved Area of 5,437 SF requiring a minimum storage area of 1,360 SF at 25%. The Site Plan proposes 1,367 SF of snow storage with the largest area at the terminus of the main drive aisle. The other areas are adjacent to the sidewalks along Wanderers Way.

**Grading and Drainage:**

Satisfactory: The Phase III Drainage Report for Roam in Winter Park Phase 1 was prepared in November 2020. An administrative Variance Request No. 1 from Section 6.2.5 X and Section 6.2.5 XI of the Winter Park Standards and Specifications 2012 to waive requirements for stormwater detention and stormwater quality was approved with the Preliminary Plat. The stormwater design plans for drainage features between the townhomes to capture water prior to getting to the sidewalks.

Stormwater is also collected in a Type C inlet within Tract C, just north of the intersection of Ski Idlewild Road and Wanderers Way.

**5% Land Dedication:**

Satisfactory: The recorded Annexation Agreement 4.3 states: *Subject to FRDC's performance of its obligations to make the dedications of Public Active Open Space described in the FDP, the Town may not impose any additional open space dedications or payments in lieu thereof for the Project.*

Furthermore, the FDP, Section 9, states: *In consideration of FRDC's conveyances of the Public Active Open Space, designation of Private Active Open Space and construction of public improvements in the Parks, all in accordance with the terms of this Section, no additional public open space dedications or payments in lieu thereof, of any kind, type or sort, shall be required with respect to any portion of the Project. Without limiting the generality of the foregoing, individual subdivision submissions to the Town will not be required to independently satisfy the five percent (5%) public open space requirements of Town Code.*

No land dedication is required in association with this subdivision plat.

**School Impact Fee:**

Satisfactory: Annexation Agreement 4.2 states FRDC shall pay applicable school impact fees or make required dedications in lieu thereof for any given Phase of the Project. The school impact fees shall be calculated and payable at the time of issuance of the first building permit for a dwelling unit within such Phase. The required School Impact Fees will be required to be submitted prior to issuance of the first building permit within Roam Filing No. 3.

**Development Improvements Agreement (DIA):**

Satisfactory: A [Development Improvement Agreement](#) has been submitted along with an [Engineers' Estimate of Probable Cost \(EEOPC\)](#). The DIA and EEOPC include improvements (water, sewer, roadway, landscaping, drainage/erosion control, etc.) associated with the proposed project guaranteed (120%). The DIA shall be approved prior to site disturbance.

**Review Agency Comments:** ([View agency comment letters here.](#))

- **East Grand Fire Protection District No. 4**  
On April 16, 2024, Lieutenant Ryan Mowrey, Assistant Fire Marshal, provided a letter stating that all comments from their previous letter dated October 10, 2023, had been addressed and EGFPD does not have any further comments.
- **Grand County Water and Sanitation District #1 (GCWSD#1)**  
On April 16, 2024, Cooper Karsh, Senior Engineer at JVA representing the District indicated in an email that no additional review was necessary for the district.
- **JVA**  
On April 30, 2024, Cooper Karsh, Senior Engineer at JVA indicated JVA had reviewed the plat and construction plans and have no further comments to provide.
- **Mountain Parks Electric, Inc.**  
On March 28, 2024, Jean Johnston, Right of Way Specialist, stated that MPEI approves the plat.

- **Xcel Energy**

On April 5, 2024, Julie Gittins, Design Planner, stated Xcel approves the plat.

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

- Comcast
- East Grand School District
- Grand County Assessor
- Lumen

If the Council feels comments from any of the above-listed agencies are necessary, the Applicant will be responsible for obtaining those letters prior to final plat review.

**Inspection:**

Building Division staff have not performed a Pre-Disturbance inspection of the property.

**Plat:**

Staff has prepared a red-marked print of the plat as well as for the Site Plan and Landscaping Plan.

- Prior to recordation of the Final Plat, the applicant shall revise the Plat, Site Plan, and Landscaping Plan in conformance with staff's red-marked prints dated April 15, 2024.

**Planning Commission Action:**

The Planning Commission reviewed and approved with the following conditions, the Final Plat and Major Site Plan at its regular meeting on April 23, 2024.

1. Prior to recordation of the final plat, the applicant shall revise the final plat, site plan and landscape plan in conformance with staff's red-marked prints dated April 15, 2024.
2. The sidewalk along Wanderer's Way shall be attached to back of curb.
3. The two (2) proposed trees on Tract C encroach where the Town will store snow from Ski Idlewild Road shall be removed or placed closer to Lot 5.
4. No site clearing shall be permitted until the Building Division has verified the Pre-Disturbance Inspection Requirements have been implemented on the site.
5. Any disturbed areas on the site shall be revegetated with the seed mix recommended by the Grand County Natural Resource Conservation Service, which mix composition is described in Section 7.4 of the Standards and Specifications for Design and Construction.
6. The unscreened gas and electric meters which are visible from public view shall be screened in accordance with § 2-B-4(D), Mechanical Equipment and Meters.
7. Applicant shall indicate material and color of metal roof on Lot 1.
8. Applicant shall clarify if stone on buildings and trash enclosure will be grouted or not.
9. Applicant shall revise Outdoor Lighting Tabulation on Major Site Plan Application Form to reflect the new fixtures.
10. Applicant shall address, to JVA's satisfaction, all comments in the April 16, 2024, letter.

**Staff Recommendation:**

Staff finds the applicant has submitted all required materials within the timeframe required and all other materials comply with the conditions of § 5-D-5 and conform to all applicable policies and regulations of the UDC, including that the final plat application complies with the Preliminary Plat. Staff therefore recommends the Town Council approve Resolution No. 2140, Series 2024, a

resolution of the Town Council of the Town of Winter Park approving a Final Plat for Roam Filing No. 4, subject to the following condition:

1. Prior to recordation of the final plat, the applicant shall revise the final plat in conformance with staff's red-marked prints dated April 30, 2024.

However, this is a decision for the Council to make, and the Council may choose to approve or deny the Final Plat based on the testimony and evidence it hears. Two sample motions are included below for convenience only. They do not limit the evidence the Council can rely on or the decision the Council makes.

**Sample Motion for Approval:**

I move to approve the Resolution No. 2140, Series 2024, a Resolution of the Town Council of the Town of Winter Park Approving the Final Plat for Roam Filing No. 4 as it was determined the application is in conformance with §§ 5-D-5 of the UDC with the staff condition to be met and/or provided prior to any recording.

**Sample Motion for Denial:**

I move to deny Resolution No. 2140, Series 2024, a Resolution of the Town Council of the Town of Winter Park Approving the Final Plat for Roam Filing No. 4 as it was determined the application is NOT in conformance with §§ 5-D-5 of the UDC ***[insert explanation supported by the evidence here]***.

TOWN OF WINTER PARK  
RESOLUTION NO. 2140  
SERIES OF 2024

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WINTER  
PARK APPROVING THE FINAL PLAT FOR ROAM FILING NO. 4

WHEREAS, the Fraser River Development Company ("Applicant") is the current owner of certain real property legally described in Exhibit A (the "Property");

WHEREAS, on November 21, 2023, by adoption of Resolution No. 2101, Series of 2023, Town Council approved a preliminary plat for the Property (the "Preliminary Plat");

WHEREAS, on January 17, 2024, Applicant filed an application for approval of a Final Plat for the Property, known as Roam Filing No. 4 (the "Final Plat");

WHEREAS, after a properly-noticed public meeting on April 23, 2024, the Planning Commission approved the Final Plat;

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

WHEREAS, at a properly-noticed public meeting on May 7, 2024, the Town Council considered the Final Plat; and

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

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

1. Findings. The Town Council hereby finds and determines that the Final Plat meets the applicable criteria set forth in Title 7 of the Winter Park Town Code, known as the Unified Development Code or UDC), in that it complies with the Preliminary Plat, the Annexation and Development Agreement recorded under Reception No. 2018004494, and the Roam Final Development Plan (Roam FDP) recorded under Reception No. 2018004495 and associated amendments recorded under Reception No's. 2019007767, 2019010345 and 2024000453.
2. Decision. Based on the foregoing findings, the Town Council hereby approves the Final Plat, Roam Filing No. 4, subject to the following condition:
  - a. Prior to recordation of the final plat, the applicant shall revise the final plat in conformance with staff's red-marked prints dated April 30, 2024.

PASSED, ADOPTED AND APPROVED this 7<sup>th</sup> day of May 2024.

TOWN OF WINTER PARK

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Nick Kutrumbos, Mayor

ATTEST:

---

Danielle Jardee, Town Clerk

**EXHIBIT A**  
**LEGAL DESCRIPTION**

A Resubdivision of Parcel E of the Final Plat of Roam Filing No. 1, Amended Lot 1, Block 1 of Roam Filing No.1, Parcel A, and Lot 1, Block 1, Hideaway Park, Subdivision Exemption Plat, Lots 16 & 17, Hideaway Park, and Tract I, Minor Subdivision Plat of Roam Filing No. 1



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

## Land Use Review Application Form

### Contact Information

*Property Owner*

Robert Fanch

*Company*

Fraser River Development Copmany

*Phone #*

303-893-4288

*Email Address*

*Representative (i.e., the point of contact)*

Jeffery Vogel

*Company*

Vogel & Associates

*Phone #*

303-893-4288

*Email Address*

jvogel@vogelassoc.com

*Billing Contact (where invoices should be directed)*

Jeffery Vogel

*Company*

Vogel & Associates

*Mailing Address*

165 S. Union Blvd., Suite 440

*Phone #*

303-893-4288

*City*

Lakewood

*Email Address*

jvogel@vogelassoc.com

*State*

CO

*Zip*

80228

### Site Description

*Site Address*

A RESUBDIVISION OF PARCEL E OF THE FINAL PLAT OF ROAM FILING NO. 1, BLOCK 1 OF ROAM FILING NO. 1, PARCEL A, AND LOT 1, BLOCK 1, HIDEAWAY PARK, SUBDIVISION EXEMPTION PLAT, LOTS 16 & 17, HIDE-AWAY PARK, AND TRACT I, MINOR SUBDIVISION PLAT OF ROAM FILING NO. 1 A PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF WINTER PARK COUNTY OF GRAND, STATE OF COLORADO.

*Existing Zone Classification*

Roam FDP D-C

*Parcel Identification Number(s) (PIN)*

*Site Area (acres and sq. ft.)*

76,874 SF (1.765 Ac)



<b>Development Improvements Dedications, Agreements, and Guarantees (Article 4.B)</b>	<b>Site Development and Permit Decisions (Article 5.E)</b>
<input type="checkbox"/> Development Improvements Agreements (DIA)	<input type="checkbox"/> Major Site Plan*
<input type="checkbox"/> Public Improvement Cost-Recovery Agreement	<input type="checkbox"/> Minor Site Plan
<b>Standardized Development Review Procedures (Article 5.B)</b>	<input type="checkbox"/> Administrative Site Plan
<input type="checkbox"/> Pre-Application Conference	<input type="checkbox"/> Special Use Permit (Including High-Impact Short-Term Rentals)*
<input type="checkbox"/> Renewal of Approvals	<input type="checkbox"/> Limited Use Authorization
<input type="checkbox"/> Vested Rights	<input type="checkbox"/> Temporary Use Permit
<b>Ordinance and Zoning Amendment Decisions (Article 5.C)</b>	<input type="checkbox"/> Floodplain Development Permit
<input type="checkbox"/> Text Amendment	<input type="checkbox"/> Lighting by Special Permit
<input type="checkbox"/> Rezoning	<input type="checkbox"/> Parking Reductions and Alternative Parking Plan Permit
Rezoning to Planned Development: <input type="checkbox"/> Preliminary Development Plan* <input type="checkbox"/> Final Development Plan* <input type="checkbox"/> Amended Final Development Plan*	<input type="checkbox"/> Street Renaming
<input type="checkbox"/> Annexation*	<b>Appeal, Variance, and Interpretation Decisions (Article 5.F)</b>
<b>Subdivision and Platting Decisions (Article 5.D)</b>	<input type="checkbox"/> Appeal
<input type="checkbox"/> Exemption Plat	<input type="checkbox"/> Appeal of Administrative Decisions
<input type="checkbox"/> Minor Plat*	<input type="checkbox"/> Variance*
<input type="checkbox"/> Preliminary Plat*	<input type="checkbox"/> Written Interpretation
<input checked="" type="checkbox"/> Final Plat*	
<input type="checkbox"/> Resubdivision*	
<input type="checkbox"/> Waiver*	
<input type="checkbox"/> Vacation of Plat, Street, Right of Way, and Easement*	
<input type="checkbox"/> Condominium Plat	
<b>Table Notes:</b> *Pre-Application Conference required	

# Instructions for Submitting the Land Use Review Application Form

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## Definitions

- Words in the singular include the plural and words in the plural include the singular.
- APPLICATION refers to the official submittal to the Town's Planning Division for review of the proposed land use development identified in the Land Use Review Application Form. The application includes the form, all materials submitted for review of the project, including those documents required by the Unified Development Code (the "UDC") and any additional information provided.
- PROJECT refers to the land use development identified on this Form and application materials.
- PROPERTY refers to the land that is being proposed for development as described in this Form and application materials.

## General Notes

If information will not fit in the space provided,

### A. CONTACT INFORMATION

1. Provide contact information for all owners of any property that is the subject of the application. Submit a separate sheet for the additional owners if information will not fit in space provided.
2. Provide contact information for all persons, firms or businesses that are authorized by the owners identified in Section A(1) to work on the land use application, including, but not limited to, discussing the project, submitting application materials, and attending meeting and hearings.
3. Provide contact and mailing information for the person that should receive all invoices for the project. If the Billing Contact changes at any time, contact the Planning Division immediately to update this information.

### B. SITE DESCRIPTION

Parcel identification numbers (PINs) and address information may be found at the Grand County Property Viewer. Current zoning may be found on the Town of Winter Park's website.

### APPLICATION TYPE

- C. Select the land use application type that is applicable to the project. If there are multiple land use application types being submitted to run concurrently, select all that apply. The land use application types will be identified during the Pre-Application Conference (if required).

### PROJECT DESCRIPTION

- D. Select a project name that will be referenced throughout the project and a description of what the project entails. If you need more space for the project description, attach a separate sheet.

### REQUIRED ITEMS

- E. Required documents will be discussed during the Pre-Application Conference with the Planning Division, if required. If any documents are missing, the acceptance of the application may be delayed until the submittal is complete.

### F. CERTIFICATIONS

Representative Certification. Provide the signature of all authorized representatives in this section. Owner Certification. Provide the signature of all owners of properties included in the application in this section.

For any other questions, contact the Planning Division at [permits@wpgov.com](mailto:permits@wpgov.com)

# Project Description

*Project Name*

Roam Filing No.4 - Final Plat

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*Brief description of the proposed project*

This project is for 7 Residential dwelling units/lots located at the Northwest corner of Roam, between Rendezvous Way and Wanders Way. This is a Final Plat application for the 7 lots.

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## Required Documents

For an application to be considered complete and for Planning Division staff to begin review and schedule any applicable public hearings, this Land Use Review Application Form must be fully completed and all required attachments included. Staff will review the application for completeness and notify the representative and/or owner whether the application has been deemed complete.

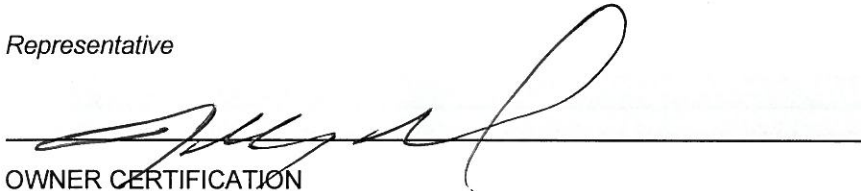
## Certifications

### REPRESENTATIVE CERTIFICATION

By signing this application, I attest that I am acting with the knowledge and consent of all owners of the property that is the subject of this application, and that I have been designated to act as the representative for the project described in this land use application. I further certify that all information submitted with this application is true and accurate to the best of my knowledge.

*Representative*

*Date*

 \_\_\_\_\_ 1.29.24

### OWNER CERTIFICATION

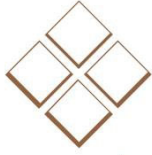
I hereby certify that I am the legal owner of record of the property that is the subject of this application. I authorize the representative listed on this application, if any, to communicate directly with Town officials and to submit documentation and information regarding this application on my behalf.

*Owner* TRAILS TOWNHOMES LLC

*Date*

By:  \_\_\_\_\_ 1/30/2024

In addition to the base fees the applicant is required to pay the cost of any referral agency reviews, public notices, hearings, and record keeping as outlined within § 5-B-6, Application Fees, in the UDC.



**VOGEL & ASSOCIATES**  
*Integrated Planning with Innovative Solutions*

January 22, 2024

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

**Re: Roam Filing No. 4 Final Plat**

Dear James,

I am pleased to submit on behalf of the Fraser River Development Company, the Roam Filing 4 Final Plat Submittal. Outlined below is a summary of the project and the respective documents included for this submittal.

This project is located at the Northwest corner of Roam, between Rendezvous Way and Wanders Way, just West of Ski Idlewild Road. The Major Site Planning Application is for 7 Residential dwelling units/lots. A future phase will include 5 additional townhome lots. Each individual townhome includes a 2-car garage and pedestrian entry.

Roam Filing 4 is located within Planning Area 1 and the north side of Planning Area 3. The Roam FDP was amended to include this reconfigures Planning Area. A preliminary plat was also prepared and approved by the Town for these 7 Residential units/lots.

Access to the lots will be provided via an access drive off Ski Idlewild Road to the North and an access drive off Wanders Way to the South. Parking requirements for all 7 residential units have been achieved utilizing attached garages. Proposed pedestrian circulation connects to existing sidewalks along Ski Idlewild Road and Wanders Way. These walks will connect to the proposed Roam and downtown pedestrian system.

There is (1) 2-Plex building and (1) 5-Plex building. Each townhome unit is a 3-bedroom unit, including a 2-car garage, 2<sup>nd</sup> floor patio and roof top deck.

**A. Project Name:** Roam Filing No. 4

**B. Street Address:**

RESUBDIVISION OF PARCEL E OF THE FINAL PLAT OF ROAM FILING NO. 1, BLOCK 1 OF ROAM FILING NO. 1, PARCEL A, AND LOT 1, BLOCK 1, HIDEAWAY PARK, SUBDIVISION EXEMPTION PLAT, LOTS 16 & 17, HIDE-AWAY PARK, AND TRACT I, MINOR SUBDIVISION PLAT OF ROAM FILING NO. 1 A PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO.

**C. Project Team:**

Builder/Owner: Fraser River Development Company  
1500 Wynkoop St, Suite 200  
Denver, CO. 80202

Applicant: Jeff Vogel  
Vogel & Associates  
165 S. Union Blvd., Suite 440  
Lakewood, CO. 80228  
(303) 893-4288

Architect: Michael Noda  
Neo Studio  
3560 Walnut St., Unit A  
Denver, CO. 80205  
(303) 758-3800

Civil Engineer: Topknot Engineering (TKE)  
Tony Krempin, Tony DePlata  
998 County Road 553 (POB 2225)  
Granby, CO. 80446  
(970) 281-5280

**D. Legal Description:**

RESUBDIVISION OF PARCEL E OF THE FINAL PLAT OF ROAM FILING NO. 1, BLOCK 1 OF ROAM FILING NO. 1, PARCEL A, AND LOT 1, BLOCK 1, HIDEAWAY PARK, SUBDIVISION EXEMPTION PLAT, LOTS 16 & 17, HIDE-AWAY PARK, AND TRACT I, MINOR SUBDIVISION PLAT OF ROAM FILING NO. 1 A PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO.

- E. Zoning District:** Existing Zoning – ROAM FDP (D-C)
- F. Lot Size:** 76,874 Sf (1.765 Ac)
- G. Proposed Uses:** Residential
- H. Number of dwelling units:** 7 dwelling units
- I. Number of bedrooms per dwelling unit:** 7 (3-Bedroom) townhome units each
- J. Size of residential and nonresidential space:**

**Residential Space:**

24' Middle Unit: 2,793 SF

24' End Unit: 2,942 SF

\*Totals include Garage/Flex Space and Roof (landing and exterior deck)

**Non-residential space:** N/A

- K. Number of proposed off-street parking spaces:** All parking requirements for residential is met through individual parking garages proposed for each townhome unit. Each garage is a 2-car garage and will meet all parking requirements. There is no on-street parking proposed for this development.

**L. Transportation Impact Study**

Please see the Roam master transportation impact study that has been approved and on file. The transportation plan includes the land use and density that is proposed with this preliminary plat.

**M. Estimated Construction Schedule:**

Estimated Construction Start: May 2024

Estimated Construction Completion: Spring 2026

**N. Forest Management Plan**

The site does not contain any existing trees. Dead trees were removed as part of the Filing 1 forest management plan.

Upon your review, we will be available to meet and provide additional information as required.

Sincerely,

Vogel & Associates, LLC

Jeffery Vogel, AICP

Principal

# FINAL PLAT ROAM FILING NO. 4

**A RESUBDIVISION OF PARCEL E OF THE FINAL PLAT OF ROAM FILING NO. 1, AMENDED LOT 1, BLOCK 1 OF ROAM FILING NO. 1, PARCEL A, AND LOT 1, BLOCK 1, HIDEAWAY PARK, SUBDIVISION EXEMPTION PLAT, LOTS 16 & 17, HIDE-AWAY PARK, AND TRACT I, MINOR SUBDIVISION PLAT OF ROAM FILING NO. 1. A PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO.**

**DEDICATION AND NOTARY CLAUSE:**

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

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AMENDED LOT 1, BLOCK 1, HIDE-AWAY PARK, ROAM FILING NO. 1, PARCEL A, AND LOT 1, BLOCK 1 HIDEAWAY PARK, SUBDIVISION EXEMPTION PLAT, ACCORDING TO THE PLAT RECORDED JANUARY 23, 2020 AT RECEPTION NO. 202000701 AND;

LOTS 16 AND 17, BLOCK 1, HIDE-AWAY PARK, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 24, 1937 AT RECEPTION NO. 48279 AND;

PARCEL E, ROAM FILING NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 11, 2019 AT RECEPTION NUMBER 209008310 AND;

TRACT I, MINOR SUBDIVISION PLAT ROAM FILING NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED \_\_\_\_\_ 2023,

SAID PARCELS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID NORTHEAST QUARTER OF SECTION 33, BEING A FOUND 2-1/2" BRASS CAP IN CONCRETE STAMPED "T1S R75W N1/16 S33 2022 PLS 34592";

THENCE ALONG THE NORTH LINE OF SAID SOUTH HALF OF THE NORTHEAST QUARTER, NORTH 89°44'21"E EAST, A DISTANCE OF 151.41 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTH LINE, NORTH 89°44'21"E EAST, A DISTANCE OF 73.59 FEET TO THE WESTERLY RIGHT-OF-WAY OF SKI IDLEWILD ROAD AS SHOWN ON SAID PLAT OF ROAM FILING NO. 1;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH 07°40'04" EAST, A DISTANCE OF 100.54 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 225.00 FEET;
- 2) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°45'38", AN ARC LENGTH OF 61.89 FEET;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, NON-TANGENT TO SAID CURVE, SOUTH 89°16'45" EAST, A DISTANCE OF 56.47 FEET TO THE SOUTHWESTERLY LINE OF AMENDED PARCEL A AS SHOWN ON SAID EXEMPTION PLAT, AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 175.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 58°59'16" EAST;

THENCE ALONG SAID SOUTHWESTERLY LINE THE FOLLOWING TWO (2) COURSES:

- 1) SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39°50'22", AN ARC LENGTH OF 121.68 FEET;
- 2) TANGENT TO SAID CURVE, SOUTH 70°51'14" EAST, A DISTANCE OF 28.71 FEET;

THENCE DEPARTING SAID SOUTHWESTERLY LINE, SOUTH 01°49'53" EAST, A DISTANCE OF 53.54 FEET TO THE MOST NORTHERLY CORNER OF SAID TRACT I;

THENCE ALONG THE EASTERLY AND SOUTHERLY LINES OF SAID TRACT I THE FOLLOWING FIVE (5) COURSES:

- 1) SOUTH 70°51'14" EAST, A DISTANCE OF 100.46 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 175.00 FEET;
- 2) SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°50'45", AN ARC LENGTH OF 176.68 FEET;
- 3) RADIAL TO SAID CURVE, SOUTH 76°59'31" WEST, A DISTANCE OF 61.05 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 110.40 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 76°42'05" WEST;
- 4) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°43'41", AN ARC LENGTH OF 24.52 FEET;
- 5) ALONG SAID SOUTHERLY LINE, NON-TANGENT TO SAID CURVE, SOUTH 84°22'15" WEST, A DISTANCE OF 35.59 FEET;

THENCE NORTH 01°54'54" WEST, A DISTANCE OF 25.01 FEET TO THE SOUTHEAST CORNER OF SAID LOT 17;

THENCE ALONG THE SOUTH LINE OF SAID LOTS 17 AND 16, SOUTH 89°29'32" WEST, A DISTANCE OF 109.60 FEET TO THE SOUTHWEST CORNER OF SAID LOT 16;

THENCE ALONG THE WEST LINE OF SAID LOT 16, NORTH 01°49'53" WEST, A DISTANCE OF 136.77 FEET TO THE NORTHWEST CORNER OF SAID LOT 16, ALSO BEING THE SOUTHEAST CORNER OF SAID AMENDED LOT 1, BLOCK 1;

THENCE ALONG THE SOUTH AND WEST LINES OF SAID AMENDED LOT 1, BLOCK 1 THE FOLLOWING THREE (3) COURSES:

- 1) NORTH 89°28'12" WEST, A DISTANCE OF 25.02 FEET;
- 2) NORTH 89°13'17" WEST, A DISTANCE OF 223.13 FEET;
- 3) NORTH 01°35'19" WEST, A DISTANCE OF 176.21 FEET TO SOUTH LINE OF SAID TRACT E;

THENCE ALONG THE SOUTH AND WEST LINES OF SAID TRACT E THE FOLLOWING TWO (2) COURSES:

- 1) NORTH 89°16'45" WEST, A DISTANCE OF 25.00 FEET;
- 2) NORTH 01°42'03" WEST, A DISTANCE OF 157.57 FEET TO THE **POINT OF BEGINNING**

CONTAINING AN AREA OF 1.765 ACRES, (76,874 SQUARE FEET), MORE OR LESS.

THAT IT HAS CAUSED SAID REAL PROPERTY TO BE LAID OUT AND SURVEYED AS **ROAM FILING NO. 4**, AND DO HEREBY DEDICATE AND SET APART ALL THE STREETS, ALLEYS AND OTHER PUBLIC WAYS AND PLACES SHOWN ON THE ACCOMPANYING PLAT FOR THE USE OF THE PUBLIC FOREVER, AND DO HEREBY GRANT TO THE TOWN OF WINTER PARK USE OF THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE INDICATED AS EASEMENTS ON THE ACCOMPANYING PLAT AS PERMANENT EASEMENTS.

IN WITNESS WHEREOF, FRASER RIVER DEVELOPMENT CO LLC., A COLORADO LIMITED LIABILITY COMPANY, HAS CAUSED ITS NAME TO BE HEREUNTO SUBSCRIBED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

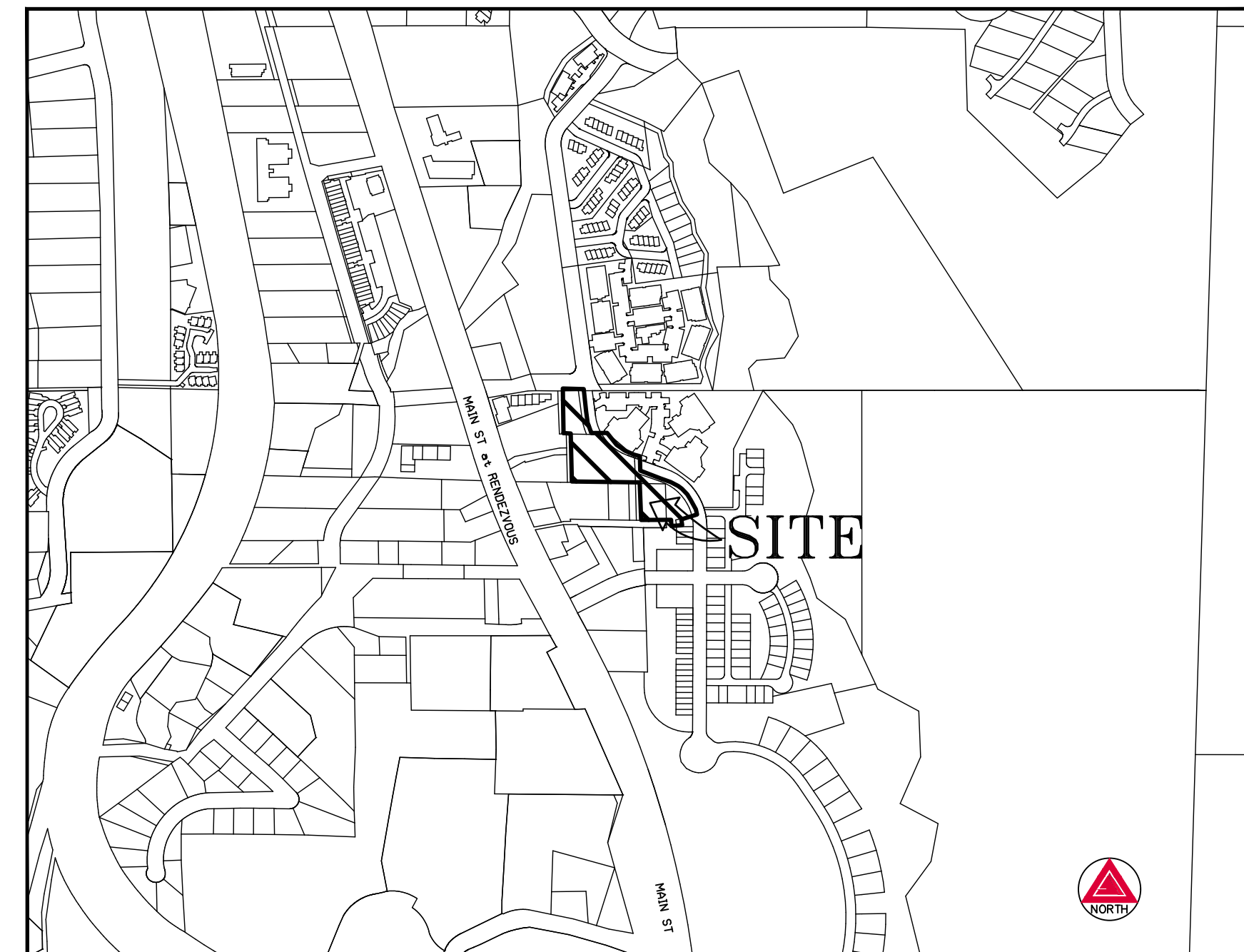
BY: \_\_\_\_\_  
ROBERT C. FANCH AS MANAGER OF  
FRASER RIVER DEVELOPMENT CO LLC

STATE OF COLORADO )  
                                  )SS  
COUNTY OF \_\_\_\_\_)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY ROBERT C. FANCH AS MANAGER OF FRASER RIVER DEVELOPMENT CO LLC.

MY COMMISSION EXPIRES: \_\_\_\_\_.

NOTARY PUBLIC \_\_\_\_\_.



**VICINITY MAP**  
SCALE 1" = 500'

**TRACT SUMMARY CHART**

TRACT	AREA (SF)	AREA (AC)	OWNERSHIP	MAINTENANCE	USE
A	15,149	0.348	F.R.D.C	F.R.D.C	COMMERCIAL/RESIDENTIAL/PRIVATE ACCESS EASEMENT/UTILITY EASEMENT/DRAINAGE EASEMENT/OPEN SPACE PRIVATE
B	24,632	0.565	F.R.D.C	F.R.D.C	COMMERCIAL/RESIDENTIAL/PRIVATE ACCESS EASEMENT/UTILITY EASEMENT/DRAINAGE EASEMENT/OPEN SPACE PRIVATE
C	12,369	0.284	HOA	HOA	UTILITY EASEMENT/DRAINAGE EASEMENT/OPEN SPACE PRIVATE/PUBLIC ACCESS/PUBLIC SNOW STORAGE
<b>TRACTS TOTAL</b>	<b>52,150</b>	<b>1.197</b>			

**LAND SUMMARY CHART**

TYPE	AREA (SF)	AREA (AC)	% OF TOTAL AREA
RESIDENTIAL LOTS (7)	14,006	0.322	18.22
TRACTS (3)	52,150	1.197	67.84
ROW	10,718	0.246	13.94
<b>TOTALS</b>	<b>76,874</b>	<b>1.765</b>	<b>100.00</b>

**LOT SUMMARY CHART**

LOT SIZE RANGE	AVERAGE LOT SIZE
1,568-2,206 SQ. FT.	2,000 SQ. FT.

**OWNER/DEVELOPER:**  
FRASER RIVER DEVELOPMENT CO LLC  
124 COUNTY RD 8317  
TABERNASH, CO 80470

**LAND PLANNER:**  
VOGEL & ASSOCIATES, LLC.  
475 W. 12TH AVE, SUITE E  
DENVER, CO 80204  
CONTACT: JEFF VOGEL

**SURVEYOR:**  
AZTEC CONSULTANTS, INC.  
300 E. MINERAL AVE., SUITE 1  
LITTLETON, CO 80122

**DATE PREPARED:**  
MARCH 24, 2023

**SURVEYOR'S CERTIFICATE:**

I, ANTHONY K. PEAL, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT OF ROAM FILING NO. 4 TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECTION, AND THAT SAID PLAT COMPLIES WITH THE REQUIREMENTS OF TITLE 38, ARTICLE 51, COLORADO REVISED STATUTES, AND THAT THE MONUMENTS REQUIRED BY SAID STATUTE AND BY THE TOWN OF WINTER PARK UNIFIED DEVELOPMENT CODE HAVE BEEN PLACED ON THE GROUND. THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF SAID SURVEY.

\_\_\_\_\_  
ANTHONY K. PEALL, CO PLS 38636  
AZTEC CONSULTANTS, INC.

**NOTICE:** ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

**NOTICE:** PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 1.6.B.2 THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTY, EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

LAST REVISED: 4/25/2024

**GENERAL NOTES:**

1. BASIS OF BEARINGS FOR THIS PLAT IS THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN WHICH WAS ASSUMED TO BEAR NORTH 89°44'21" EAST, AS MONUMENTED AS SHOWN HEREON.
2. THIS PLAT DOES NOT CONSTITUTE A TITLE SEARCH BY AZTEC CONSULTANTS INC., TO DETERMINE OWNERSHIP, RIGHTS OF WAY OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS OF WAY AND TITLE OF RECORD, AZTEC CONSULTANTS INC., RELIED UPON LAND TITLE GUARANTEE COMPANY TITLE COMMITMENT NUMBER ABS60016876 WITH AN EFFECTIVE DATE OF 02/08/2023 AT 5:00 P.M.
3. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY ANTHONY K. PEALL, AZTEC CONSULTANTS INC., 300 EAST MINERAL AVENUE, SUITE 1, LITTLETON, CO, 80122
4. THE U.S. SURVEY FOOT WAS USED FOR ALL MEASUREMENTS ON THIS SURVEY. PURSUANT TO C.R.S. 38-52.103(2) METRIC CONVERSION IS: ONE METER EQUALS 39.37/1200 FEET.
5. ONSITE EASEMENTS ARE HEREBY DEDICATED BY THIS PLAT IN THE LOCATIONS AND FOR THE PURPOSES SHOWN HEREON.
6. SNOW STORAGE AREAS:  
TOTAL PROPOSED PAVING: 4,379 SQUARE FEET  
REQUIRED SNOW STORAGE: 1,095 SQUARE FEET  
PROPOSED SNOW STORAGE: 1,134 SQUARE FEET
7. TRACTS A AND B SHALL BE OWNED AND MAINTAINED BY FRASER RIVER DEVELOPMENT LLC, ITS SUCCESSORS AND ASSIGNS, FOR COMMERCIAL RESIDENTIAL, PRIVATE ACCESS EASEMENT, UTILITY EASEMENT DRAINAGE EASEMENT, PRIVATE OPEN SPACE, SNOW STORAGE, AND PRIVATE TRAIL MAINTENANCE PURPOSES.
8. THE ACCESS EASEMENTS (REC. NO. 2019008310 AND REC. 2019008308) HAVE BEEN DEDICATED TO THE TOWN OF WINTER PARK FOR PUBLIC ACCESS. THE TOWN SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE IMPROVEMENTS LOCATED WITH THE FLOWLINES/SIDEWALK OF WANDERS WAY. THE TOWN IS NOT RESPONSIBLE FOR IMPROVEMENTS WITHIN THE ACCESS EASEMENTS OUTSIDE OF THE FLOWLINE /SIDEWALK OF WANDERS WAY.
9. PER THIS PLAT, EASEMENTS NOTED AS UTILITY EASEMENTS ADJACENT TO RIGHT-OF-WAY OR WITHIN PUBLIC RIGHT-OF-WAY OR PRIVATE RIGHT-OF-WAY ARE GRANTED TO XCEL ENERGY AKA PUBLIC SERVICE COMPANY OF COLORADO (PSCO) FOR THE PURPOSE OF INGRESS AND EGRESS FROM, AND THE INSTALLATION, REPAIR, REPLACEMENT, OPERATION AND MAINTENANCE OF A NATURAL GAS DISTRIBUTION SYSTEM, INCLUDING GAS PIPING AND ALL ASSOCIATED FACILITIES, WITH RESPECT TO THE UTILITY EASEMENT GRANTED HEREBY, NO STRUCTURE OR FOUNDATION SHALL BE ALLOWED CLOSER THAN FIVE FEET (5') AROUND ANY UNDERGROUND LINES. NO OTHER UTILITY LINE (WHETHER WATER, SEWER) SHALL BE ALLOWED CLOSER THAN TEN FEET (10') FROM ANY UNDERGROUND LINE. NOT WITHSTANDING THE FOREGOING, UNDERGROUND COMMUNICATION FACILITIES AND ELECTRIC SHALL NOT BE ALLOWED CLOSER THAN FIVE FEET (5') TO ANY GAS LINES AND ABOVE GROUND COMMUNICATION FACILITIES SHALL NOT BE CLOSER THAN FIVE FEET (5') TO ANY UNDERGROUND FACILITIES. NO GRADE CHANGES (FILL OR CUT) IN EXCESS OF SIX INCHES (6") ARE PERMITTED WITHIN TEN FEET (10') OF ANY UNDERGROUND LINE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM XCEL ENERGY AKA PSCO. NO TREES OR BOULDERS MAY BE PLANTED OVER DISTRIBUTION OR SERVICE LINES AND MUST BE A MINIMUM OF 5' AWAY.
10. EACH TOWNHOME, DUPLEX, MULTI-FAMILY OR MULTI-USE BUILDING ON THE PROPERTY SHALL HAVE GAS METERS ON THE GABLE END OF ONE (1) END UNIT ("GAS METER BANK"). DEVELOPER, FUTURE HOME OWNER, OR METRO DISTRICT HEREBY GRANTS TO XCEL (PSCO) A NON-EXCLUSIVE UTILITY EASEMENT FOR (1) ONE GAS METER BANK ON THE END OF ONE (1) END UNIT PER BUILDING AND (II) ALL OTHER THINGS REASONABLY NECESSARY TO CONSTRUCT, INSTALL, MAINTAIN AND OPERATE SUCH GAS METER BANK ON EACH OF THE BUILDINGS (THE "GAS METERING EASEMENT"). ALL LINES AND OTHER FACILITIES RELATED TO SUCH GAS METER BANK, SUCH AS METER RISERS (BUT NOT INDIVIDUAL GAS METERS), SHALL BE THE PROPERTY OF THE DEVELOPER. ALL GAS METERS USED FOR SUCH GAS METER BANKS SHALL BE THE PROPERTY OF XCEL (PSCO). ALL OF THE FOREGOING RIGHTS AND BENEFITS OF XCEL (PSCO) WITH RESPECT TO THE GAS METERING EASEMENT SHALL BE BINDING UPON AND SHALL INURE TO THE BENEFIT OF SUCCESSORS AND ASSIGNS.
11. PER THIS PLAT, A BLANKET EASEMENT UPON, ACROSS, ABOVE, OVER, UNDER AND THROUGH THE SUBJECT PROPERTY IS GRANTED TO MOUNTAIN PARKS ELECTRIC, INC., FOR THE PURPOSE OF INGRESS TO AND EGRESS FROM, AND THE INSTALLATION, REPAIR, REPLACEMENT, OPERATION AND MAINTENANCE OF AN ELECTRIC DISTRIBUTION SYSTEM, INCLUDING ELECTRIC LINES AND ALL ASSOCIATED FACILITIES. WITH RESPECT TO THE UTILITY EASEMENT GRANTED HEREBY, NO STRUCTURE SHALL BE ALLOWED CLOSER THAN TEN FEET (10') FROM ANY PRIMARY VOLTAGE POWER LINES OR WITHIN TEN FEET (10') AROUND ANY ABOVE GROUND EQUIPMENT WITHOUT PERMISSION FROM MOUNTAIN PARKS ELECTRIC INC. (MPEI). NO OTHER UTILITY LINE (WHETHER GAS, WATER, SEWER OR OTHER UTILITY) SHALL BE ALLOWED CLOSER THAN FIVE FEET (5') FROM ANY PRIMARY VOLTAGE POWER LINES OR WITHIN FIVE FEET (5') AROUND ANY ABOVE GROUND EQUIPMENT WITHOUT PERMISSION FROM MPEI. NOT WITHSTANDING THE FOREGOING, UNDERGROUND COMMUNICATION FACILITIES SHALL NOT BE ALLOWED CLOSER THAN ONE FOOT (1') TO ANY POWER LINES AND ABOVE GROUND COMMUNICATION FACILITIES SHALL NOT BE CLOSER THAN TWO FEET (2') TO ANY ABOVE GROUND ELECTRIC FACILITIES. NO GRADE CHANGES (FILL OR CUT) IN EXCESS OF SIX INCHES (6") ARE PERMITTED WITHIN TEN FEET (10') OF ANY PRIMARY ELECTRIC LINE OR WITHIN FIVE FEET (5') OF ANY OTHER FACILITY, INCLUDING SECONDARY ELECTRIC LINES, WITHOUT PRIOR WRITTEN AUTHORIZATION FROM MOUNTAIN PARKS ELECTRIC, INC.
12. ALL MULTI-FAMILY BUILDINGS WITHIN THIS SUBDIVISION THAT HAVE ELECTRIC METERS ON ONE UNIT (GANG METERING) WILL HAVE A PERPETUAL NON-EXCLUSIVE UTILITY EASEMENT FOR THE PURPOSE OF CONSTRUCTING AND OPERATING THE ELECTRIC SUPPLY FOR DISTRIBUTION. ALL WIRES AND OTHER FACILITIES SUCH AS CONDUIT, SWITCHES AND METER BOXES BUT NOT INDIVIDUAL METERS, INSTALLED ON THE ABOVE DESCRIBED LANDS SHALL BE THE PROPERTY OF THE HOA. ALL METERS SHALL BE THE PROPERTY OF MOUNTAIN PARKS ELECTRIC, INC.
13. ALL BUILDINGS SHALL BE PROTECTED BY AUTOMATIC SPRINKLER SYSTEMS.
14. GARAGE PARKING SHALL BE FOR RESIDENTIAL PARKING AND SHALL NOT BE CONVERTED TO OWNER LOCK-OFF.
15. PER THIS PLAT, A BLANKET EASEMENT UPON, ACROSS, ABOVE, OVER, UNDER AND THROUGH LOTS IS GRANTED TO XCEL ENERGY / PUBLIC SERVICE COMPANY OF COLORADO (PSCO) FOR THE PURPOSE OF INGRESS AND EGRESS FROM, AND THE INSTALLATION, REPAIR, REPLACEMENT, OPERATION AND MAINTENANCE OF A NATURAL GAS DISTRIBUTION SYSTEM, INCLUDING GAS PIPING AND ALL ASSOCIATED FACILITIES. WITH RESPECT TO THE UTILITY EASEMENT GRANTED HEREBY, NO STRUCTURE SHALL BE ALLOWED CLOSER THAN FIVE FEET (5') AROUND ANY UNDERGROUND LINES. NO OTHER UTILITY LINE (WHETHER WATER, SEWER) SHALL BE ALLOWED CLOSER THAN TEN FEET (10') FROM ANY UNDERGROUND LINE. NOT WITHSTANDING THE FOREGOING, UNDERGROUND COMMUNICATION FACILITIES AND ELECTRIC SHALL NOT BE ALLOWED CLOSER THAN FIVE FEET (5') TO ANY GAS LINES AND ABOVE GROUND COMMUNICATION FACILITIES SHALL NOT BE CLOSER THAN FIVE FEET (5') TO ANY UNDER GROUND FACILITIES. NO GRADE CHANGES (FILL OR CUT) IN EXCESS OF SIX INCHES (6") ARE PERMITTED WITHIN TEN FEET (10') OF ANY UNDERGROUND LINE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM XCEL ENERGY / PSCO. NO TREES OR BOULDERS MAY BE PLANTED OVER DISTRIBUTION OR SERVICE LINES AND MUST BE A MINIMUM OF 5' AWAY.
16. TO ALLOW FOR ADEQUATE SNOW REMOVAL, NO STRUCTURE, INCLUDING UTILITY FACILITIES, SHALL BE PLACED WITHIN FIVE FEET OF A PUBLIC ROW UNLESS SPECIFICALLY EXEMPTED BY THE TOWN.

**MAYOR'S CERTIFICATE:**

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

ATTEST:  
\_\_\_\_\_  
NICK KUTRUMBOS, MAYOR  
TOWN OF WINTER PARK, COLORADO  
\_\_\_\_\_  
DANIELLE JARDEE, TOWN CLERK

**PLANNER'S CERTIFICATE:**

I, JEFF VOGEL, BEING A QUALIFIED PLANNER, CERTIFY THAT THIS PLAT OF ROAM FILING NO. 4, HAS BEEN ENGINEERED, DESIGNED AND PLANNED IN ACCORDANCE WITH ALL APPLICABLE DESIGN STANDARDS AND OTHER REQUIREMENTS OF THE TOWN OF WINTER PARK UNIFIED DEVELOPMENT CODE.

\_\_\_\_\_  
JEFF VOGEL  
VOGEL & ASSOCIATES, LLC.

**PLANNING COMMISSION CERTIFICATE:**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 BY THE TOWN OF WINTER PARK PLANNING COMMISSION, WINTER PARK, COLORADO.

\_\_\_\_\_  
BRAD HOLZWARTH  
CHAIRMAN

FOR REVIEW

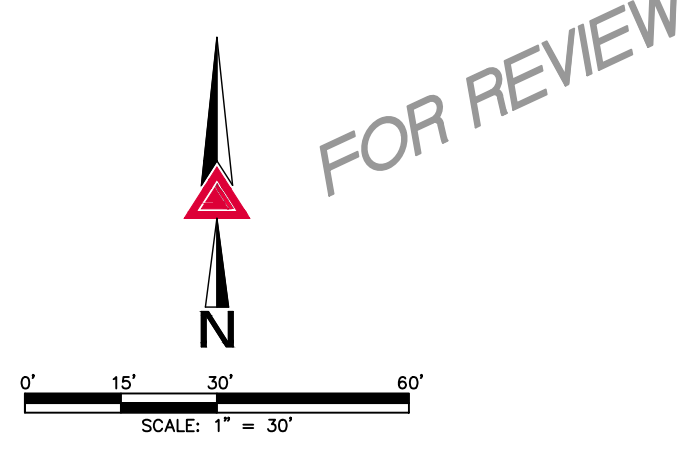
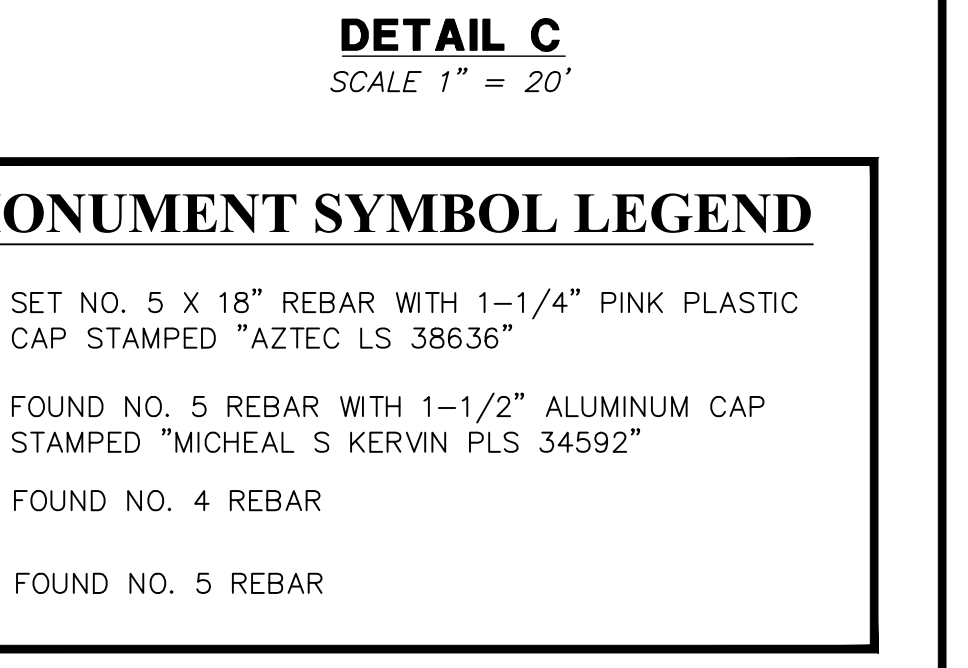
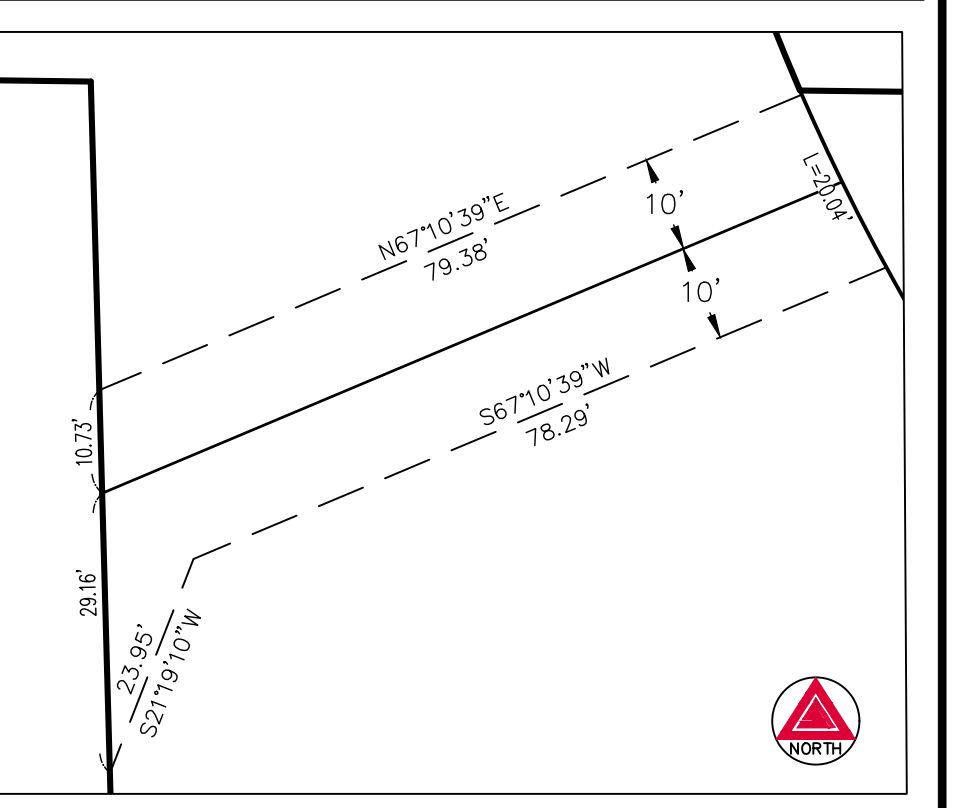
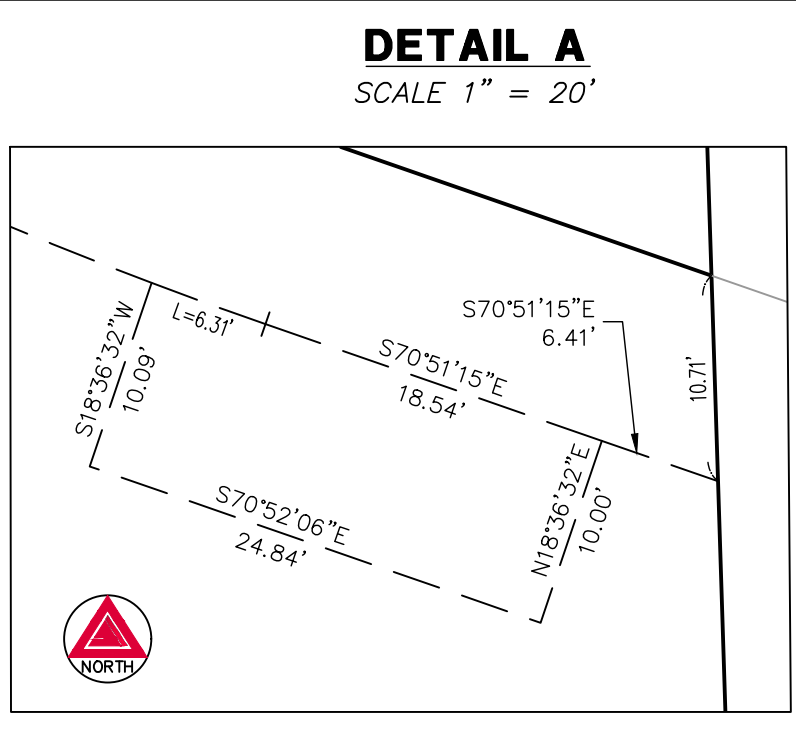
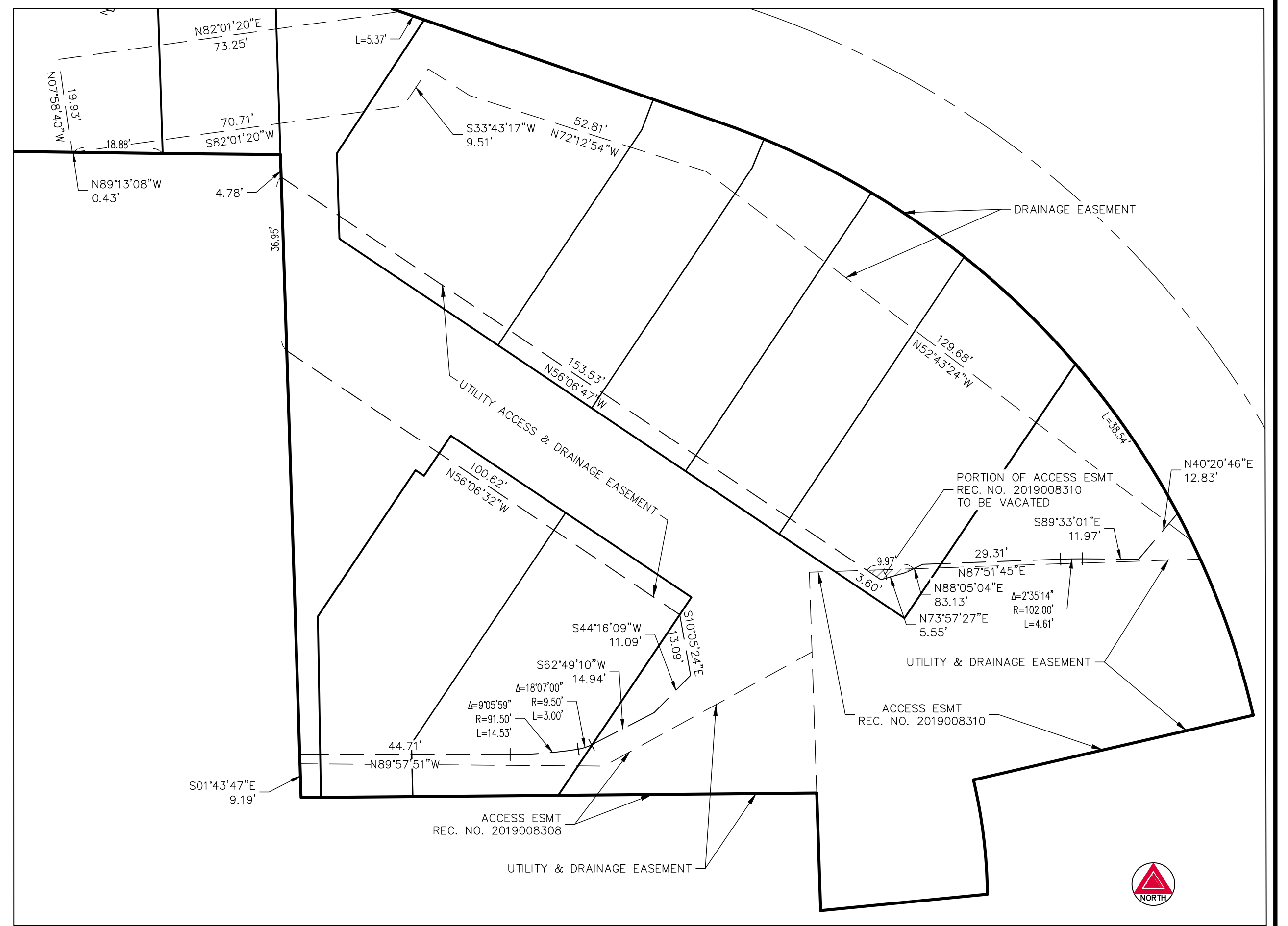
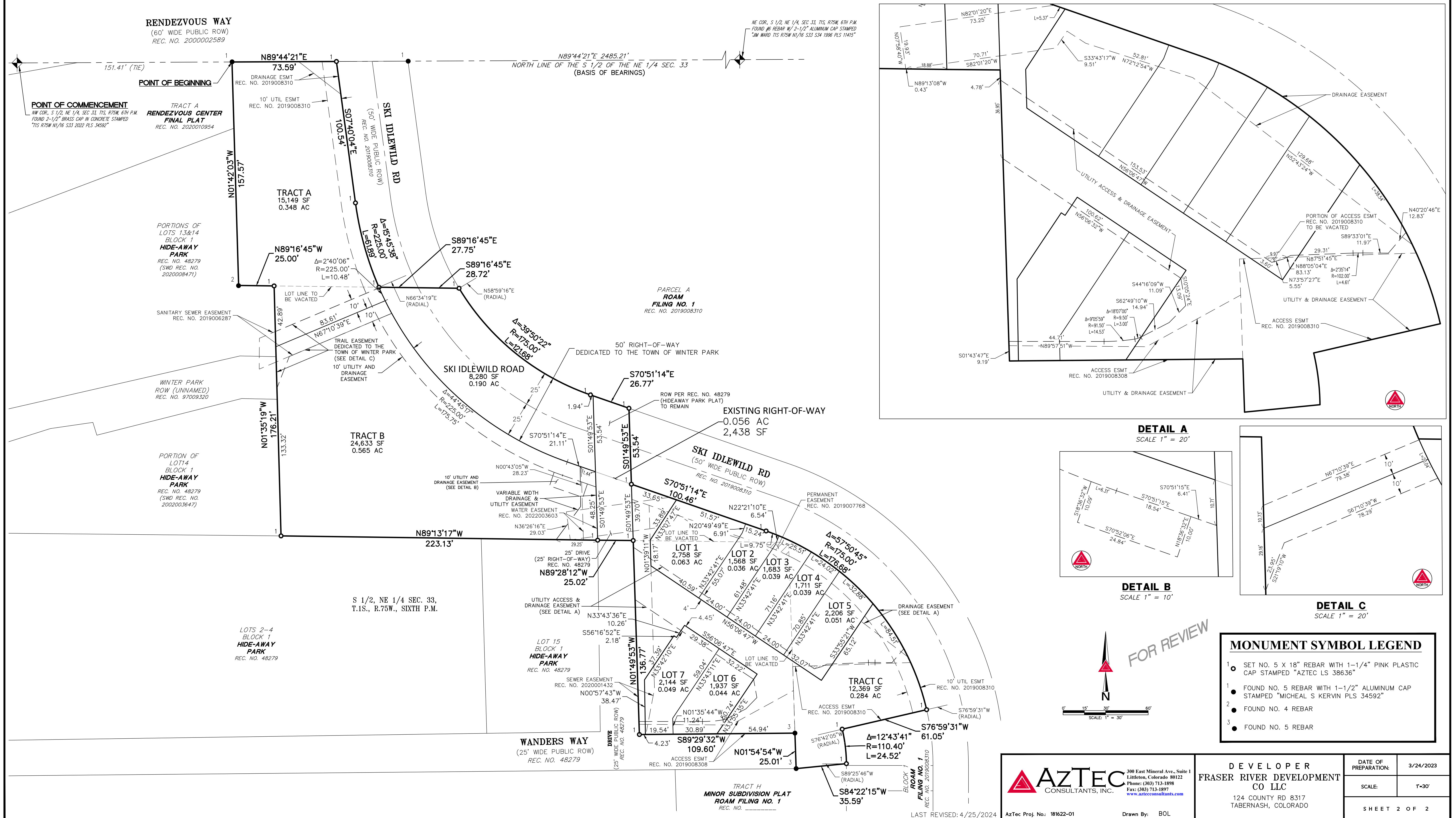
 <small>300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com</small>	<b>DEVELOPER</b>	DATE OF PREPARATION:	3/24/2023
	FRASER RIVER DEVELOPMENT CO LLC	SCALE:	NA
<small>124 COUNTY RD 8317 TABERNASH, COLORADO</small>		SHEET 1 OF 2	

AzTec Proj No: 181622-01

Drawn By: BOL

# FINAL PLAT ROAM FILING NO. 4

A RESUBDIVISION OF PARCEL E OF THE FINAL PLAT OF ROAM FILING NO. 1, AMENDED LOT 1, BLOCK 1 OF ROAM FILING NO. 1, PARCEL A, AND LOT 1, BLOCK 1, HIDEAWAY PARK, SUBDIVISION EXEMPTION PLAT, LOTS 16 & 17, HIDE-AWAY PARK, AND TRACT I, MINOR SUBDIVISION PLAT OF ROAM FILING NO. 1. A PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO.



**FOR REVIEW**

MONUMENT SYMBOL LEGEND	
1	SET NO. 5 X 18" REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38636"
1	FOUND NO. 5 REBAR WITH 1-1/2" ALUMINUM CAP STAMPED "MICHAEL S KERWIN PLS 34592"
2	FOUND NO. 4 REBAR
3	FOUND NO. 5 REBAR

<p><b>AZTEC</b> CONSULTANTS, INC.</p> <p>300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1899 Fax: (303) 713-1897 www.aztecconsultants.com</p>	<b>DEVELOPER</b> FRASER RIVER DEVELOPMENT CO LLC 124 COUNTY RD 8317 TABERNASH, COLORADO		DATE OF PREPARATION: 3/24/2023
	AzTec Proj. No.: 181622-01      Drawn By: BOL		SCALE: 1" = 30'
			SHEET 2 OF 2

LAST REVISED: 4/25/2024





## MEMO

**TO** Town Council

**FROM** Mia Dorris, Sustainable Community Coordinator

**THROUGH** Alisha Janes, Assistant Town Manager

**DATE** May 7, 2024

**RE** A Resolution to Join Colorado Communities for Climate Action

### **Background**

The Winter Park Town Council has previously stated the goal of joining Colorado Communities for Climate Action (CC4CA) to advance the town's sustainability work. The statewide organization encompasses 42 counties and municipalities across Colorado, and advocates for effective climate policy on both state and federal levels. Members represent over a quarter of Coloradans from diverse communities across the state. CC4CA has successfully elevated the voice of local governments in advancing climate policy. Beyond the legislative successes, CC4CA connects members to state and federal funding opportunities. In addition, a federal funding concierge will soon be available to assist CC4CA members in acquiring funding.

### **Policy Statement**

The policy statement is the guiding document for CC4CA activities. The coalition takes policy positions with unanimous support to advance climate action across state and federal levels. Policy areas that are addressed include statewide and local climate strategies, energy, transportation, land use, resilience, waste and more. Please see the attached CC4CA policy statement for more information.

### **Recommendation:**

Staff recommends approval of Resolution 2141. Should the Town Council wish to approve the resolution the following motion should be made:

I move to approve Resolution 2141, approving the Town of Winter Park to join Colorado Communities for Climate Action.

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



I move to deny Resolution 2141, denying the Town of Winter Park to join Colorado Communities for Climate Action.

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

TOWN OF WINTER PARK  
RESOLUTION NO. 2141  
SERIES OF 2024

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF WINTER  
PARK, COLORADO, TO JOIN COLORADO COMMUNITIES FOR CLIMATE  
ACTION

WHEREAS, the Town of Winter Park Town Council recognizes the significant climate change impacts to our community and many other communities that are already taking place, and the likelihood that these impacts will continue to intensify in the coming years;

WHEREAS, Town Council understands these impacts will include additional infrastructure costs, health impacts to community members, economic impacts to businesses, water supply and water quality challenges, and others;

WHEREAS, Town Council recognizes that local policies and local action, while critical, will not alone be sufficient to reduce the severity of climate change and its impacts to our community;

WHEREAS, Colorado Communities for Climate Action (CC4CA) was established to further the adoption of federal and state policies that will: a) strengthen statewide and federal policies impacting greenhouse gas emissions in Colorado; and b) provide local governments in Colorado with the tools, funding, flexibility, and authority necessary to adopt effective climate protection strategies;

WHEREAS, CC4CA expressed its goals in a Climate Action Policy Statement adopted by its Board of Directors on June 9, 2023, a copy of which is attached hereto; and

WHEREAS, the Town Council desires to ensure that the Town of Winter Park has an effective voice in the development of statewide energy and greenhouse gas reduction policies.

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

Section 1. That the Town of Winter Park hereby joins Colorado Communities for Climate Action and expresses its support for the Colorado Communities for Climate Action Policy Statement.

APPROVED AND PASSED this \_\_\_\_ day of \_\_\_\_\_ 2024.

TOWN OF WINTER PARK

\_\_\_\_\_  
Nick Kutrumbos, Mayor

ATTEST:

\_\_\_\_\_  
Danielle Jardee, Town Clerk



## **CC4CA Policy Statement**

### **Effective July 1, 2023**

### **Adopted by the Board of Directors June 9, 2023**

Colorado Communities for Climate Action is a coalition of local governments advocating for stronger state and federal climate policy. CC4CA's policy positions reflect unanimous agreement among the coalition members on steps that should be taken at the state and federal level, often in partnership with local governments, to enable Colorado and its communities to lead in protecting the climate.

CC4CA generally focuses on legislative, regulatory, and administrative action, supporting efforts that advance the general policy principles and the detailed policy positions described below, and opposing efforts that would weaken or undermine these principles and positions.

### **General Policy Principles**

The following general principles guide Colorado Communities for Climate Action's specific policy positions. CC4CA supports:

- Collaboration between state and federal government agencies and Colorado's local governments to advance local climate protection and resilience.
- State and federal programs to reduce greenhouse gas pollution, including adequate and ongoing funding of those programs.
- Analyses, financial incentives, infrastructure, fiscal tools and enabling policies for the development and deployment of clean energy technologies.
- Locally driven and designed programs to support communities impacted by the clean energy transformation.
- Centering equity in decision-making by prioritizing policies that address systemic environmental and governance inequities based on race and socioeconomic status and that justly transition and grow the clean energy economy.

## Policy Positions

Colorado Communities for Climate Action supports policies that:

### *Statewide Climate Strategies*

- 1. Reduce statewide greenhouse gas emissions consistent with or greater than the State of Colorado's adopted, codified goals.**
- 2. Secure accurate, actionable, useful, and regular state greenhouse gas inventories and forecasts for Colorado which are made accessible to local governments and incorporate alignment between state and local inventory data to the extent possible.**
- 3. Adopt a comprehensive market-based approach to reduce Colorado's greenhouse gas emissions that ensures the benefits accrue justly and equitably to impacted communities.**
- 4. Treat the environmental and health costs associated with the use of fossil fuels as an important priority in making and implementing climate-related policy.**

### *Local Climate Strategies*

- 5. Remove barriers and promote opportunities that allow counties and municipalities to maximize deployment of local clean energy and climate-related strategies, including resilience-oriented strategies, while promoting affordable, accessible, and equitable delivery of reliable clean energy.**
- 6. Enable local governments to obtain the energy use and other data from utilities and state agencies that they need to effectively administer climate and clean energy programs.**
- 7. Support well-designed public processes for evaluating retail and wholesale energy choice options for communities, informed by a broad variety of stakeholders.**
- 8. Provide cost-effective and equitable policies, strategies, and practices that enable and accelerate energy efficiency in buildings, beneficial electrification, reducing building related GHG emissions, and improving quality of life.**

### *Energy Generation, Transmission, and Distribution*

- 9. Modernize energy infrastructure to strengthen grid reliability, enhance resilience (community-based and otherwise), improve transmission, and more fully integrate renewable energy, distributed generation, and energy storage resources.**
- 10. Retire or discontinue the use of fossil fuel power plants while ensuring grid reliability.**
- 11. Discourage construction of new fossil fuel power plants.**
- 12. Expand the ability of electric cooperatives and municipal electric utilities to independently purchase local renewable electricity and take other steps to reduce greenhouse gas pollution.**

### *Energy Efficiency*

- 13. Expand demand side savings from efficiency and conservation for all energy types.**
- 14. Support ongoing and sustainable funding for weatherization, beneficial electrification, and renewable energy assistance to low-income households.**
- 15. Provide counties and statutory cities and towns with the same authority held by home rule cities to implement local energy conservation policies and programs.**

### *Transportation*

- 16. Ensure effective implementation of Colorado's vehicle emissions standards, GHG-related regulations, state and regional transportation-related plans, and other regulatory and programmatic activities designed to reduce greenhouse gas emissions from mobile sources.**
- 17. Increase funding and policy incentives for multimodal transportation and mobility options, based on efficient use of resources.**

### *Land Use*

- 18. Encourage adoption, funding, and implementation of statewide policies that enable and incentivize local governments to enact land use, zoning, and planning policies that help reduce greenhouse gas emissions and improve resilience.**
- 19. Encourage adoption and implementation of practices in the agriculture and forest sectors that durably reduce greenhouse gases, increase resilience, improve water**

conservation, support ecosystem health, and promote a sustainable, low-carbon agriculture and forestry economy in Colorado.

### *Resilience*

**20. Proactively improve the resilience and adaptability of Colorado communities in the face of natural disasters and other challenges associated with climate change, including ensuring that disaster stabilization and recovery efforts result in reduced greenhouse gas pollution and improved resilience to future disasters.**

**21. Reduce greenhouse gas emissions associated with water management, and increase water resilience, through water conservation, efficiency, reuse, adaptation, low impact development strategies, and other approaches.**

### *Fuel Sources*

**22. Eliminate emissions from and achieve comprehensive, high accuracy monitoring of fossil fuel extractive industry activities.**

**23. Secure appropriate guardrails on the development/use of alternative energy technologies, such as hydrogen and biomass, based on their life cycle greenhouse gas emissions impacts, environmental and social impacts, and cost.**

### *Waste*

**24. Ensure that CDPHE has adequate authority and resources to implement plans and policies for meeting Colorado's statewide and regional solid waste diversion goals.**

**25. Secure high levels of circular economy activities like reuse, recycling, composting, and reducing the carbon intensiveness of materials and products, including reducing and eliminating use of disposable/single-use products and construction and demolition waste.**

**26. Achieve significant greenhouse gas emissions reductions from solid waste, water treatment, and wastewater processing.**

### *General*

**27. Support ongoing and sustainable funding for programs that assist communities in the transition from fossil fuel-dominated economies.**

**28. Support exploration and deployment of well-regulated carbon management technologies and practices that: a) retain currently sequestered carbon, capture greenhouse gases before they are emitted, remove greenhouse gases from the atmosphere, and use or sequester this carbon; and b) incorporate appropriate**

**guardrails on lifecycle greenhouse gas emissions, environmental and social impacts, and cost.**

**29. Encourage investments that achieve climate-positive solutions, including policies that encourage entities investing public dollars to consider partial or full divestment in fossil fuel extraction and use as part of their investment strategies.**

**30. Maintain protections and authorities currently provided under environmental laws like the National Environmental Policy Act, Clean Air Act, and Clean Water Act, and ensure that these laws are fully implemented and can be improved through stakeholder input when appropriate.**





## MEMO

**TO** Mayor and Town Council  
**FROM** Alisha Janes, Assistant Town Manager  
**CC** Keith Riesberg, Town Manager  
**DATE** June 14, 2023  
**RE** Updating the Paid Time Off Section of the Personnel Handbook

### **Background**

The Town of Winter Park has allowed remote and hybrid work in several positions since 2020. As the Town considers advertising and hiring positions with the option for full-time remote work, it has become necessary to formalize a remote and hybrid work policy. The leadership team has worked to develop a policy in the first quarter of 2024. Legal Counsel has also reviewed the recommended policy.

The Town of Winter Park Personnel handbook was last amended in June of 2023 by Resolution 2070. Staff anticipates working toward and recommending the adoption of an updated Personnel handbook in 2024.

### **Analysis**

The recommended policy preserves a great deal of discretion for department heads and the leadership team to craft remote work agreements. Staff anticipates that any lessons learned will be included in the policy with the next update of the personnel handbook.

### **Recommendation**

Staff recommends approval of Resolution 2142.

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

I move to approve Resolution 2142 amending the Winter Park Personnel Handbook to include a remote and hybrid work policy.

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



I move to deny Resolution 2142 amending the Winter Park Personnel Handbook to include a remote and hybrid work policy.

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

TOWN OF WINTER PARK

RESOLUTION NO. 2142  
SERIES OF 2024

A RESOLUTION AMENDING THE WINTER PARK PERSONNEL  
HANDBOOK TO INCLUDE A REMOTE AND HYBRID WORK POLICY

WHEREAS, the Winter Park Town Council wishes to update the personnel handbook to add a section 10.13 incorporating a Remote and Hybrid work policy.

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

Section 1. The Personnel Handbook, Section 10, is hereby amended by the addition of the following new Section 10.13 to establish a remote and hybrid work policy:

10.13 REMOTE WORK AND HYBRID WORK ARRANGEMENTS

This policy allows remote and hybrid work arrangements when suited for both an employee and the Town. Regardless of work environment, providing exceptional public service to internal and external customers remains a value all Town employees are expected to uphold.

I. PURPOSE

The Town of Winter Park acknowledges the changing nature of work, including business-to-business fluidity, technology and personal devices, and increased expectations for customer service. This policy applies to all regular Town employees in positions that are readily adaptable to remote or hybrid work opportunities. New employees, or current employees transitioning to a new job, will be subject to an evaluation period based on the department's circumstances to determine the appropriate eligibility and incorporation of these opportunities. New employees offered a full-time remote opportunity as part of their job offer are immediately eligible but may be required to be physically on-site for training, meetings, or onboarding opportunities.

II. GUIDELINES AND REQUIREMENTS

Eligible positions will be determined by the department director and be based on the functional role of the position and the business needs of the employer and its customers. Remote or hybrid work arrangements are voluntary alternative work arrangements in which part of the work can be performed at home or at an alternate work location. Working remote or hybrid schedules is considered a privilege, not a right, and:

- Requires the approval of the employee's supervisor and the department director
- Is not available to all positions and employees
- Applies only to positions that can effectively and efficiently be accomplished from another location with minimal supervision required
- A work schedule, as well as the manner and frequency of regular communication (e.g. via phone, email, chat, video conferencing, and/or in person, etc.) must be set with the supervisor, department director and others as required, i.e. within the department, other Town employees, community business partners, citizens, vendors, etc.
- The employee must have and provide sufficient, reliable Internet access necessary to perform

job functions; if an Internet disruption prevents productivity, the employee may be required to report to Town facilities

- The employee must determine any tax or legal implications and/or restrictions related to working from home under IRS, state, and local government laws
- Working remote or hybrid schedules does not replace paid time off and will not be used in circumstances where time off (paid or unpaid) is more appropriate

### III. DEFINITIONS

Hybrid Work or Part-Time Teleworking – is an arrangement where an employee works from home typically not more than two days of the week or equivalent of no more than two days of the week during a regular work week. Employees must remain available at all times during working hours and could be required to have a physical presence at work at any time within reason. A formal, written agreement should be in place that is developed by Human Resources and agreed upon by the department director, supervisor and the employee, and is revocable by the Town at any time. Hybrid arrangements are for both exempt and non-exempt employees (with hour-by-hour accounting).

Full-Time Telework or Full-Time Remote Work – is an arrangement where an employee works all or most days from home. Employees could be required to have a physical presence at work when scheduled in advance. A formal written agreement should be in place that is developed by Human Resources and agreed up by the department director, supervisor, and the employee and is revocable by the Town at any time. Remote work arrangements are for both exempt and non-exempt employees (with hour-by-hour accounting). The Town may provide additional IT equipment and/or stipends for additional expenses based on the written agreement.

### IV. LIABILITY

The Town of Winter Park assumes no responsibility for injuries occurring in the employee's alternate work location outside the agreed-upon work hours, or for liability damages to employee's real or personal property resulting from participation in remote or hybrid work arrangements. Workers' compensation coverage is limited to designated work areas in employees' homes or alternate work locations. Workers' compensation does not apply to injuries of any third parties or members of the employee's family on the employee's premises. Employees agree to practice the same safety habits they would use at Town facilities and maintain safe conditions in their alternate work locations. Employees must follow normal procedures for reporting illness or injury.

### V. RESPONSIBILITY FOR SUPERVISORS

Supervisors, under the guidance of their department directors, are responsible for considering, adjusting and accounting for any remote or hybrid working arrangements. Additionally:

1. Authority for granting or revoking a remote work arrangement lies solely with an employee's supervisory chain of command. Department directors should always be informed prior to granting such a request.
2. Employees who are on a performance improvement plan are not eligible to work a remote or hybrid work arrangement until performance is improved and sustained according to the supervisor's expectations.
3. Abuse of remote or hybrid work arrangements by an employee is grounds for discipline, up to and including termination from the Town.

## VI. RESPONSIBILITY FOR EMPLOYEES

Employees approved for a remote or hybrid work arrangement will be responsible for maintaining satisfactory performance, consistent with the Town's expectations for excellent customer service, to include responding in a timely manner, or will forego a remote or hybrid work arrangement as requested by the Town. In addition, the following must be adhered to:

1. Comply with all Town and departmental guidelines, policies, procedures, and practices. Including documenting work from home schedule in shared employee calendar or other method designated by the department director.
2. Perform duties to optimize customer service and job performance and ensure that the work area is conducive to being able to sufficiently perform job duties.
3. Understand the remote or hybrid work arrangement may be modified, suspended, canceled, or terminated for any reason, at any time.
4. Understand the failure to adhere to the requirements of this policy to include validated abuse, may result in the termination of the remote or hybrid work arrangement and may lead to disciplinary action up to and including termination consistent with the Town's Disciplinary policy.
5. Understand remote and hybrid work schedules are not intended to serve as a substitute for dependent care except in emergency situations. Employees will not provide primary care or supervision to dependents or any other individuals during their scheduled remote work hours.
6. Establish a proper working space and working conditions at remote location.
7. One-time adjustments to a remote or hybrid work arrangements either planned to accommodate a specific employee need or to accommodate an emergent issue should be discussed and approved by the supervisor prior to the impacted workday and documented and scheduled in the designated calendar.

## VII. INFORMATION TECHNOLOGY REQUIREMENTS

### Workstation Security:

Physical and operational security of mobile computers is governed by the Town's Acceptable Use of Technology Policy. Guidelines specifically applicable to remote work include:

- Protection of Confidential and Restricted data
- Physical Security & Notification of Theft, Loss, or Damage Protection
- Protection from Unauthorized Access

### Technology Equipment and Support Resources:

To enable employees to work in a remote location, the Town may provide eligible employees with a laptop computer and spare power supply. No additional IT equipment or peripherals will be supplied to the employee to setup their workspace. Employees who transition to fully remote work under a specific work agreement may receive additional IT equipment and may be eligible for stipends for additional expenses based on the work agreement.

The employee will be responsible for obtaining sufficient Internet capacity to accomplish their expected workload over a Virtual Private Network (VPN) connection. Home network infrastructure, including router and Wi-Fi access points, are the responsibility of the employee. IT support will not make house calls to troubleshoot connectivity issues.

VIII. QUESTIONS

Employees who have any questions or concerns, or who need additional information regarding this guideline should contact their supervisor or Human Resources.

REMOTE OR HYBRID WORK AGREEMENT

I have read and understand the Remote and Hybrid Work Policy, and agree to the duties, obligations, responsibilities, and conditions for remote and/or hybrid work described in that document as well as the conditions in this Agreement.

I agree that, among other things, I am responsible for working with my supervisor to establish acceptable hybrid hours, furnishing, and maintaining my workspace in a safe manner, employing appropriate security measures, and protecting company assets, information, trade secrets, and systems.

I understand that the Town may at any time change any or all of the conditions under which I am permitted to work a remote or hybrid schedule or withdraw permission to work a remote or hybrid schedule.

I agree that my supervisor and I have discussed my schedule:

[fill in work schedule here]
------------------------------

For full-time remote positions, my supervisor and I have discussed IT equipment, necessary stipends, and potential travel to on-site meetings:

[fill in IT equipment, stipends, and travel to on-site meetings]
--

This Agreement is effective as of the date fully signed below, and will remain in effect unless amended or terminated in the sole discretion of the Town.

I have read and understand this Agreement and accept its conditions.

\_\_\_\_\_  
Employee's Name

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Head's Signature

\_\_\_\_\_  
Date

PASSED, ADOPTED AND APPROVED this 7th day of May, 2024.

TOWN OF WINTER PARK

\_\_\_\_\_  
Nick Kutrumbos, Mayor

ATTEST:

\_\_\_\_\_  
Danielle Jardee, Town Clerk

## MEMO

**TO** Mayor and City Council (Acting as the Winter Park Housing Authority)

**FROM** Alisha Janes, Assistant Town Manager

**CC** Keith Riesberg, Town Manager

**DATE** May 3, 2024

**RE** Approving a Deed Restriction and Incentive Payment for an ADU and 420  
Moose Trail

### **Background:**

The Town Council first approved accessory dwelling units in 2016 through Ordinance 498. The original ordinance language was also included in the updated Unified Development code in 2022. The code allows for accessory dwelling units to be constructed only with a deed restriction ensuring the accessory unit provides local workforce housing. The code also includes a possible \$10,000 incentive for accessory dwelling units. Since 2016, the Town has approved one accessory dwelling unit and corresponding deed restriction. Staff has reviewed policies from similar jurisdictions and proposed incentive amounts and has worked with the property owners to arrive at the suggested \$60,000 incentive included in Resolution 2143. If approved, Resolution 2143 approves the deed restriction and the \$60,000 incentive payment.

### **Analysis:**

**Restriction Requirements:** This deed restriction requires that either the primary dwelling unit or the accessory dwelling unit be occupied by a qualified resident for at least 6 consecutive months each year. This language is taken directly from the existing Town code. The qualified resident definition parallels the restrictions in Hideaway Junction Phase II and includes a clause allowing retirees to be qualified residents after age 65 if they have lived and worked locally for the previous 10 years.

**Incentive:** Staff discussed with the property owners the additional construction expenses and mortgage costs caused by the addition of the accessory dwelling unit. The homeowners suggested a \$60,000-\$100,000 incentive and requested the restriction be reviewed after 3-5 years based on the incentive amount. Staff proposed a \$60,000 incentive with the restriction



reviewed after 5 years. The homeowners also received a .3 reduction in tap fees with Grand County Water and Sanitation, which was a \$6,000 savings.

Typically, higher incentive amounts correspond with a more limiting deed restriction and smaller incentives correspond with less limited restrictions. A new accessory dwelling unit incentive program in Summit County pays up to a \$60,000 incentive or 25% percent of the construction cost for a 30-year deed restriction and requires income limits and year-round occupancy of the accessory unit. The Vail Indeed program pays a unique incentive for each required restriction and restricts the entire property and includes a first right of purchase on the restricted housing unit. The proposed deed restriction is less restrictive than similar programs. The 5-year minimum restriction protects the Council's investment in community housing by requiring a pro-rated payback should the restriction be requested to be removed or the accessory unit removed prior to the end of the 5-year term. While the town code references a possible \$10,000 incentive for a deed restriction, the Council is not required to approve an incentive for accessory dwelling units.

**Removing the deed restriction:** The proposed restriction also includes language that allows the restriction to be revisited in 5 years. At that time Council can choose to renew or update the restriction with an additional incentive, take no action and leave the restriction in place, or remove the restriction. Should the Town allow accessory dwelling units without restrictions in the future, the restriction could be removed after 5-years. There is also language included in the restriction that allows the restriction to be removed after 30 years without action from the Town Council.

**Next Steps:** Should Council approve resolution 2143, the property owners will need to notarize the restriction for staff to be able to record the restriction with the Grand County Clerk and Recorder. Staff also recommend the accessory dwelling unit code and incentive be updated to reflect current community housing best practices.

### **Recommendation**

Staff recommends approval of resolution 2143. Council has discretion to recommend changes to the restriction including the proposed incentive, expiration date, or term for when the restriction is revisited.

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



I move to approve Resolution 2143 approving a restrictive covenant at 420 Moose Trail for an accessory dwelling unit and authorizing an incentive payment.

Should the Town Council (acting as the Winter Park Housing Authority) wish to deny the ordinance, the following motion should be made:

I move to deny Resolution 2143 approving a restrictive covenant at 420 Moose Trail for an accessory dwelling unit and authorizing an incentive payment.

Please note that since accessory dwelling unit require a deed restriction, the Town is unable to issue a final certificate of occupancy until the deed restriction is recorded.

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

TOWN OF WINTER PARK

RESOLUTION NO. 2143  
SERIES OF 2024

A RESOLUTION APPROVING A RESTRICTIVE COVENANT AT 420  
MOOSE TRAIL FOR AN ACCESSORY DWELLING UNIT AND  
AUTHORIZING AN INCENTIVE PAYMENT

WHEREAS, the property owners of the real property located at 420 Moose Trail, more particularly described in Exhibit A of the attached deed restriction, have constructed an accessory dwelling unit ("ADU") as defined by the Town of Winter Park's Unified Development Code (the "UDC"), specifically, UDC Section 2-B-3(D), as amended, on the property;

WHEREAS, the property contains a primary dwelling unit ("PDU") with an address of 420 Moose Trail;

WHEREAS, in consideration for the Town's allowance of the ADU on the property, the owner has agreed to place certain restrictions on the use and occupancy of the property as set forth in the attached deed restriction;

WHEREAS, the placement of the deed restriction on the ADU qualifies for an incentive payment pursuant to UDC, Section 2-B-3(D)(1)(i), and Section 6-5-3 of the Winter Park Town Code; and

WHEREAS, an incentive payment of \$60,000 is proposed here based on the specific deed restrictions and the terms presented therein.

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

Section 1. The Town Council finds and determines that an incentive payment of \$60,000 is appropriate for this ADU and this deed restriction notwithstanding the \$10,000 payment limitation in Section 6-5-3 of the Winter Park Town Code for the following reasons:

a. Town Council finds that the accessory dwelling unit is needed to fill an acute need for additional community housing units within the Town of Winter Park. The most recent Housing Needs Assessment identified a need for 700 additional community housing units through 2027.

b. Town Council further finds that 5 years of deed restriction will provide assistance now at this crucial time, that the need for deed restricted ADUs may decline as more Town projects come online, and that the reimbursement provisions in the deed restriction, applicable if the restriction is removed before 5 years, are a reasonable way to protect the Town's investment.

Section 2. The Town Council hereby permits the accessory dwelling unit and approves the deed restriction for 420 Moose Trail in substantially the form attached hereto. The Mayor is authorized to execute the deed restriction on behalf of the Town subject to final approval by the Town

Attorney.

Section 3. Upon recording of the deed restriction, Staff is authorized to process a payment to the applicant for the \$60,000 incentive.

PASSED, ADOPTED AND APPROVED this 7th day of May, 2024.

TOWN OF WINTER PARK

---

Nick Kutrumbos, Mayor

ATTEST:

---

Danielle Jardee, Town Clerk

## **DEED RESTRICTION AGREEMENT**

This Deed Restriction AGREEMENT (the "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 (the "Effective Date") by and between the TOWN OF WINTER PARK, a Colorado home rule municipal corporation with an address of 50 Vasquez Road, P.O. Box 3327, Winter Park, CO 80482 (the "Town"), and \_\_\_\_\_, an individual with an address of \_\_\_\_\_, Winter Park, CO 80482 ("Owner") (each a "Party" and collectively the "Parties").

WHEREAS, Owner owns certain real property within the Town, more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, Owner desires to construct an accessory dwelling unit (an "ADU") on the Property, as defined and allowed by the Town of Winter Park's Unified Development Code (the "UDC"), specifically, UDC Section 2-B-3(D), as amended, and the Property already contains a primary dwelling unit ("PDU"); and

WHEREAS, in consideration for the Town's allowance of the ADU, Owner has agreed to place certain restrictions on the use and occupancy of the Property as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the Parties agree as follows:

1. Property. The Property is hereby burdened with the covenants and restrictions specified in this Agreement. In exchange for this burden and in consideration of the terms and conditions of this Agreement, the Town is paying Owner the amount of \$60,000.00 and providing a .3 waiver of the tap fee payable to the Grand County Water and Sanitation District, which waiver is equal to \$6,000 in value (together, the "Covenant Payment").

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

a. Principal place of residence means the home or place in which one's habitation is fixed and to which one has a present intention of returning after a departure or absence therefrom. To determine a person's Principal Place of Residence, the criteria set forth in C.R.S. § 31-10-201(3) shall apply.

b. Qualified Household means one Qualified Resident or a group of persons that contains at least one Qualified Resident and live together either in the PDU or ADU (not both). A Qualified Household may include persons who are not Qualified Residents as long as at least one person is a Qualified Resident.

c. Qualified Resident means a person who works a minimum of 32 hours per week or 1,200 hours per year at a business in Grand County, Colorado, that holds a valid

and current business license, or pays sales taxes, or is otherwise generally recognized as a legitimate business. For a Qualified Resident 65 years of age or older who has retired and who has met the Qualified Resident standard for the previous 10 years consecutively, upon retirement, the minimum working requirements do not apply.

3. Occupancy Restrictions.

a. At least one Qualified Resident shall continuously occupy either the PDU or the ADU as their principal place of residence.

b. Owner may short term rent the ADU only if the ADU is occupied for six (6) months of the year by a Qualified Household.

c. No business activity shall occur on or in either the PDU or ADU other than as permitted within the zone district applicable to the ADU.

d. The use and occupancy of the PDU and ADU shall comply with applicable law at all times, including without limitation the Code.

e. A Qualified Resident 65 years of age or older who meets the definition of Qualified Resident in Section 2(c) retains Qualified Resident status until their death unless this Agreement is otherwise breached.

4. Application. To become a Qualified Resident, a person must provide the following information:

a. Verification (*e.g.*, wage stubs, employer name, address, telephone number and other appropriate documentation) of the person's current employment with a business in Grand County that holds a valid and current business license, or pays sales taxes, or is otherwise generally recognized as a legitimate business;

b. Evidence that the applicant has worked, or will work, an average of 32 hours per week or 1,200 hours or more per year for one or more of such businesses;

c. A valid form of identification, such as a driver's license, state-issued identification, passport or military identification; and

d. A signed statement certifying and acknowledging that all information submitted in such application is true to applicant's best knowledge and authorizing verification of all information submitted.

5. Annual Verification. No later than April 15th of each year, beginning in the year following issuance of the initial certificate of occupancy for the ADU, Owner shall submit a written statement to the Town including the following information and stating that such information is true and correct to the best of Owner's knowledge and belief:

a. Evidence to establish that either the PDU or ADU was occupied continuously by a Qualified Household during at least six (6) consecutive months the prior calendar year;

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

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

## 6. Breach.

a. It is a breach of this Agreement for Owner to violate any provision of this Agreement, or to default in payment or other obligations due to be performed under a promissory note secured by a first deed of trust encumbering the Property. Owner shall notify the Town, in writing, of any notification received from any lender of past due payments or defaults in payments or other obligations within 5 days of receipt.

b. If the Town has reasonable cause to believe Owner is violating this Agreement, the Town may inspect the ADU between the hours of 10:00 a.m. and 5:00 p.m., Monday through Friday, after providing Owner with 24 hours written notice. This Agreement shall constitute Owner's permission to enter the ADU during such times upon such notice.

c. If Owner is more than one individual, each individual shall be jointly and severally liable for compliance with this Agreement and any breach of this Agreement.

## 7. Remedies.

a. The Town shall have any and all remedies provided by law and in equity for a violation of this Agreement, including without limitation: (i) damages; (ii) specific performance; and (iii) injunctions, including without limitation an injunction requiring eviction of the occupant(s) and an injunction to prohibit the occupancy of the Property in violation of this Agreement. All remedies shall be cumulative.

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

## 8. Foreclosure.

a. For purposes of foreclosure, this Agreement and the foregoing covenants and restrictions shall constitute a non-monetary lien on the Property.

b. In the event of a foreclosure, acceptance of a deed-in-lieu of foreclosure, or assignment, this Agreement shall remain in full force and effect.

c. Owner shall give immediate notice to the Town: of any notice of foreclosure under the first deed of trust or any other subordinate security interest in the Property; or when any payment on any indebtedness encumbering the Property is required to avoid foreclosure of the first deed of trust or other subordinate security interest in the Property.

d. Within 60 days after receipt of any notice described herein, the Town may (but shall not be obligated to) proceed to make any payment required to avoid foreclosure. Upon making any such payment, the Town may place a lien on the Property in the amount paid to cure the default and avoid foreclosure, including all fees and costs resulting from such foreclosure.

e. The Town shall have 30 days after issuance of the public trustee's deed or the acceptance of a deed in lieu of foreclosure by the holder in which to purchase by tendering to the holder, in cash or certified funds, an amount equal to the redemption price which would have been required of the borrower or any person who might be liable upon a deficiency on the last day of the statutory redemption period(s) and any additional reasonable costs incurred by the holder related to the foreclosure.

9. Removal and release.

a. Not sooner than 5 years from the Effective Date, Owner may seek permission from the Town to remove and release this Deed Restriction Agreement. At such time, upon Owner's request, Town Council will consider whether the need remains for the Property to be deed restricted and, if so, what amount, if any, the Town is willing to pay for an additional term of deed restriction. If Town Council finds no continuing need for the Property to remain deed restricted, or if the Parties cannot come to an agreement on what additional payment the Town would make for an additional term of deed restriction, the Town and Owner will cooperate to complete and record with the Grand County Clerk and Recorder a removal and release of this Deed Restriction Agreement in substantially the form attached hereto and incorporated herein as **Exhibit B**.

b. Owner may request to remove or release this Deed Restriction Agreement sooner than 5 years from the Effective Date. At such time, upon Owner's request, Town Council will consider whether to release the Deed Restriction Agreement. If release is approved, such release shall require Owner to reimburse the Town a prorated portion of the Covenant Payment, with proration calculated such that 12 months of deed restriction is equal to \$12,000, plus 2% annual compounding interest from the Effective Date. Upon repayment, the Town and Owner will cooperate to complete and record with the Grand County Clerk and Recorder a removal and release of this Deed Restriction Agreement in substantially the form of **Exhibit B**.

c. If at any time before 30 years from the Effective Date, the Town adopts generally applicable legislation that allows construction and use of an ADU on the Property as a use by right, upon Owner's request, this Deed Restriction Agreement will be removed and released by Town and Owner cooperating to complete and record with the Grand County Clerk and Recorder a removal and release of this Deed Restriction



Agreement in substantially the form of **Exhibit B**. If such legislation is adopted and effective before 5 years from the Effective Date, Owner shall reimburse the Town a prorated portion of the Covenant Payment, with proration calculated such that 12 months of deed restriction is equal to \$12,000, plus 2% annual compounding interest from the Effective Date.

d. On a date that is 30 years after the Effective Date, the Deed Restriction Agreement expires, and upon Owner's request, the Town and Owner will cooperate to complete and record with the Grand County Clerk and Recorder a removal and release of this Deed Restriction Agreement in substantially the form of **Exhibit B**.

10. Miscellaneous.

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

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

c. Runs with the Land. The benefits and obligations of the Parties under this Agreement shall run with the land, and Owner's obligations hereunder shall be binding on any subsequent holder of an ownership interest in the Property.

d. Severability. If any provision of this Agreement is determined to be void by a court of competent jurisdiction, such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect.

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

f. Assignment. There shall be no transfer or assignment of any of the rights or obligations of Owner under this Agreement without the prior written approval of the Town.

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

h. No Joint Venture. Notwithstanding any provision hereof, the Town shall never be a joint venture in any private entity or activity which participates in this Agreement, and the Town shall never be liable or responsible for any debt or obligation of any participant in this Agreement.

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



EXHIBIT A  
LEGAL DESCRIPTION

EXHIBIT B  
FORM OF REMOVAL AND RELEASE OF DEED RESTRICTION AGREEMENT

This Removal and Release of Deed Restriction Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 (the "Effective Date") by and between the TOWN OF WINTER PARK, a Colorado home rule municipal corporation with an address of 50 Vasquez Road, P.O. Box 3327, Winter Park, CO 80482 (the "Town"), and \_\_\_\_\_, an individual with an address of \_\_\_\_\_ ("Owner") (each a "Party" and collectively the "Parties").

WHEREAS, the Parties entered into that certain Deed Restriction Agreement dated \_\_\_\_\_ and recorded at Reception No. \_\_\_\_\_ of the records of the Grand County Clerk and Recorder (the "Agreement");

WHEREAS, the Agreement, in Section 9, allows for removal and release of the Agreement under certain circumstances;

WHEREAS, the Parties agree that, as set forth below, on such circumstance has occurred such that the Town and Owner wish to complete and record with the Grand County Clerk and Recorder a removal and release of the Agreement;

WHEREAS, Owner has requested the Town complete and record this form of removal and release of deed restriction agreement; and

WHEREAS, as contemplated by the Agreement, the Town is willing to do so.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the Parties agree as follows:

1. The Parties agree that Section 9 of the Agreement applies as follows **(select one)**:

a. It is more than 5 years from the Effective Date of the Agreement and Owner sought to remove and release the Agreement.

b. It is less than 5 years from the Effective Date of the Agreement, Owner sought to remove and release the Agreement, and Owner reimbursed the Town the appropriate prorated amount of the Covenant Payment.

c. By adoption of Ordinance No. \_\_\_\_\_, Series of \_\_\_\_\_ (the "Ordinance"), the Town adopted generally applicable legislation that allows construction and use of an ADU on the Property as a use by right. If the Ordinance is



## MEMO

**TO** Mayor and City Council (Acting as the Winter Park Housing Authority)

**FROM** Alisha Janes, Assistant Town Manager

**CC** Keith Riesberg, Town Manager

**DATE** March 15, 2024

**RE** Housing Authority Resolution 29: subordinating the restrictive covenant for Hideaway Junction Phase II for CHFA financing.

### **Background:**

The Town Council acting as the Winter Park Housing Authority approved the initial operating agreement of Hideaway Junction II, LLC in resolution 12 on May 2<sup>nd</sup>, 2023, and a first amendment to the agreement on February 6, 2024, in Housing Authority resolution 22. Based on these agreements, Town staff have worked with the development partner, Mountain Affordable Housing Development (MAHD) to advance the Hideaway Junction Phase II. The development partner has worked to advance financing for the project with the Colorado Housing and Finance Authority (CHFA). CHFA, to proceed with lending on the project, has requested a subordination of the restrictive covenant on the project. This agreement has been reviewed by the authority's legal counsel.

### **Analysis:**

CHFA was selected as the lender for the project as they can provide favorable interest rates subsequently making the project more affordable. The financing is provided directly to the Hideaway Junction II LLC partnership and not directly to the Town of Winter Park. This subordination agreement allows for the Winter Park Housing authority to cure any loan default prior to CHFA being able to act to recoup its funding. If the Housing Authority did not act and allowed the loan to remain in default, this subordination agreement would allow CHFA to finish homes and sell them at market-rate without the affordable housing restrictive covenant in place.

While there is limited risk that a default would occur and the Housing Authority would have the chance to correct, it is Council's discretion (acting as the Winter Park Housing Authority) to accept or deny this request for a subordination of the restrictive covenant. Without approval, CHFA may not move forward with funding on the project. It is likely that in that

case, the Development Partner may ask the Housing Authority to close the funding gap. This subordination agreement will only apply while the loan is outstanding.

As CHFA is requesting this item, staff has requested CHFA to be present at the Council meeting to present and answer questions on this item. The Development partner may also present on their behalf.

**Recommendation**

Should the Town Council (acting as the Winter Park Housing Authority) wish to approve the resolution, the following motion should be made:

I move to approve Housing Authority Resolution 29, a resolution authorizing the chair to execute a subordination of declaration of restrictive covenant for affordable housing at hideaway junction phase II to allow CHFA financing for the development.

Should the Town Council (acting as the Winter Park Housing Authority) wish to deny the ordinance, the following motion should be made:

I move to deny Housing Authority Resolution 29, a resolution authorizing the chair to execute a subordination of declaration of restrictive covenant for affordable housing at hideaway junction phase II to allow CHFA financing for the development.

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

WINTER PARK HOUSING AUTHORITY

RESOLUTION NO. 29  
SERIES OF 2024

A RESOLUTION AUTHORIZING THE CHAIR TO EXECUTE A SUBORDINATION OF DECLARATION OF RESTRICTIVE COVENANT FOR AFFORDABLE HOUSING AND DECLARATION FOR HIDEAWAY JUNCTION PHASE II TO ALLOW CHFA FINANCING FOR THE DEVELOPMENT

WHEREAS, by conveyance from the Town of Winter Park, as evidenced by Ordinance No. 600, Series of 2023, Winter Park Housing Authority (the "WPHA") is the owner of certain real property known as Hideaway Junction Phase II;

WHEREAS, by adoption of Resolution No. 12, Series of 2024, approved May 12, 2023, the WPHA approved an operating agreement as special limited partner in Hideaway Junction Phase II, LLC, an agreement for project management services, as well as an option to lease portions of the Property for vertical construction;

WHEREAS, by adoption of Resolution No. 27, Series of 2024, WPHA approved homeowners' association formation and governing documents for Hideaway Junction Phase II, including the Declaration for Hideaway Junction Phase II (the "HOA Declaration");

WHEREAS, by adoption of Resolution No. 23, Series of 2024, and Resolution No. 28, Series of 2024, WPHA approved an affordable housing restrictive covenant and amended and restated restrictive covenant, recorded in the records of the Grand County Clerk and Recorder at Reception Nos. 2024001191 and 2024001586, respectively, and thereafter by adoption of Resolution No. 28, Series of 2024, WPHA approved a second amended and restated restrictive covenant applicable to lots 7-9 and 14-20, recorded at Reception No. 2024001810 in the records of the Grand County Clerk and Recorder (collectively, the "Restrictive Covenant");

WHEREAS, Hideaway Junction Phase II, LLC, has pursued and could receive a construction loan through the Colorado Housing and Finance Authority ("CHFA"); and

WHEREAS, in order to approve the construction loan CHFA requires the HOA Declaration and the Restrictive Covenant to be subordinate to CHFA's Leasehold Deed of Trust and the CHFA Covenant for the duration of the construction loan; and

WHEREAS, in order to support Hideaway Junction Phase II, LLC, and its receipt of the CHFA construction loan, and having ensured that WPHA will have opportunities to cure any breach or default before dispossession of its property or removal of the occupancy restrictions, the WPHA is willing to subordinate the HOA Declaration and the Restrictive Covenant to CHFA for the duration of the construction loan.

NOW THEREFORE, BE IT RESOLVED by the Winter Park Housing Authority that:



1. The Chair is authorized to execute the Subordination of Declaration of Restrictive Covenant for Affordable Housing and Declaration for Hideaway Junction Phase II in substantially the form attached hereto, subject to final approval by the Housing Authority's legal counsel.

PASSED, ADOPTED AND APPROVED this 7<sup>th</sup> day of May, 2024.

WINTER PARK HOUSING AUTHORITY

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Nick Kutrumbos, Chair

ATTEST:

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Alisha Janes, Executive Director

After Recording Return To:  
Colorado Housing and Finance Authority  
1981 Blake Street  
Denver, Colorado 80202-1272  
Attn: General Counsel

**SUBORDINATION OF DECLARATION OF RESTRICTIVE COVENANT FOR  
AFFORDABLE HOUSING AND DECLARATION FOR HIDEAWAY JUNCTION  
PHASE II**

THIS SUBORDINATION OF DECLARATION OF RESTRICTIVE COVENANT FOR AFFORDABLE HOUSING AND DECLARATION FOR HIDEAWAY JUNCTION PHASE II (the “**Agreement**”) is dated as of \_\_\_\_\_, 2024, by **HIDEAWAY JUNCTION II LLC**, a Colorado limited liability company (“**Borrower**”) and **WINTER PARK HOUSING AUTHORITY (“WPHA”)** and **COLORADO HOUSING AND FINANCE AUTHORITY**, a body corporate and political subdivision of the State of Colorado (the “**Lender**”).

**RECITALS:**

A. WPHA, as ground lessor of the real property legally described on Exhibit A, attached hereto and made a part hereof by this reference (the “**Property**”), has recorded the Amended and Restated Declaration of Restrictive Covenant for Affordable Housing, dated March 19, 2024, recorded under Reception No. 2024001586, and as to only Lots 7-9 and 14-20 within the Property, a Second Amended and Restated Declaration of Restrictive Covenant for Affordable Housing dated March 19, 2024, recorded under Reception No. 2024001810 (together, the “**Subordinate Covenant**”) in the real estate records of the Clerk and Recorder of the Grand County, Colorado (the “**Records**”), which contain certain occupancy requirements.

B. The Property is also encumbered by that certain Declaration for Hideaway Junction Phase II, dated March 14, 2024 (the “**Declaration**”), recorded under Reception No. 2024001587 in the Records, which contains certain use and occupancy restrictions and covenants set forth in Sections 7.1, 7.2 and 7.3 of Article 7 of the Declaration and which are consistent with those set forth in the Subordinate Covenant (collectively, the “**Declaration Restrictions/Covenants**”).

C. Borrower has executed a Promissory Note payable to the Lender (the “**Note**”) in up to the original principal amount of Three Million Four Hundred Seventy-Eight Thousand and No/100 Dollars (\$3,478,000.00) (the “**Loan**”), upon the terms and conditions of a Loan Agreement of even date herewith, between Lender and Borrower (“**Loan Agreement**”). The Note is secured by a Leasehold Deed of Trust (With Assignment of Rents, Security Agreement, and Fixture Filing), executed by Borrower, of even date herewith, and which will be recorded in the Records and encumber Borrower’s leasehold interest in the Property (the “**Leasehold Deed of Trust**”). The Note, Loan Agreement, Leasehold Deed of Trust and that certain Declaration of Covenant, of even date herewith, between Lender and Borrower (the “**CHFA Covenant**”), and all other documents and agreements evidencing, securing and/or executed in connection with the Loan are collectively referred to herein as the “**Loan Documents**”).

D. It is a condition precedent to obtaining the Loan, that the Leasehold Deed of Trust and CHFA Covenant shall unconditionally be and remain at all times a lien or charge upon the Property prior and superior to the lien or charge of any other lien or encumbrance, including the Subordinate Covenant and the Declaration Restrictions/Covenants.

E. The Lender is willing to make the Loan to Borrower provided WPHA will specifically and unconditionally subordinate the lien or charge of the Subordinate Covenant and the Declaration Restrictions/Covenants to the lien or charge of the Leasehold Deed of Trust and CHFA Covenant.

F. It is to the mutual benefit of all parties to this Agreement that the Lender make such loan to Borrower; and WPHA agrees that the Leasehold Deed of Trust and CHFA Covenant, when recorded, will constitute a lien or charge upon the Property, which is unconditionally prior and superior to the lien or charge of the Subordinate Covenant and Declaration Restrictions/Covenants.

G. Notwithstanding the subordination of the Subordinate Covenant and Declaration Restrictions/Covenants as agreed herein, WPHA and Lender acknowledge that in the event Lender forecloses on the improvements located on the Property under the terms of the Leasehold Deed of Trust, Lender intends to allow the Subordinate Covenant and Declaration Restrictions/Covenants to each remain as an encumbrance against the Property unless doing so will materially affect Lender's ability to sell or otherwise transfer the Property to a new owner, as determined by Lender in its sole discretion.

## AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lender to make the Loan to Borrower, it is hereby declared, understood and agreed as follows:

1. **Subordination**. WPHA hereby represents to Lender that it is the current beneficiary of the Subordinate Covenant and is the Declarant under the Declaration, and the WPHA does hereby agree that the Subordinate Covenant and the Declaration Restrictions/Covenants, and all of the WPHA's rights thereunder, shall be in all respects subordinate, secondary, inferior and junior to the liens, terms, covenants, conditions, operations, and effects of the Leasehold Deed of Trust, the CHFA Covenant, and the other Loan Documents, and all extensions, renewals or modifications thereof, all as executed and delivered by Borrower to the Lender as security for the Lender.

2. **WPHA Acknowledgement**. For the purposes of this Agreement, WPHA acknowledges and agrees that all disbursement of loan proceeds and other advances made by the Lender pursuant to the Loan Documents shall be conclusively presumed to have been disbursed in accordance therewith and for the purposes therein provided.

3. **Borrower and WPHA Representation.** Nothing herein limits WPHA's, or the association created in connection therewith, ability to enforce the remaining terms of the Declaration (other than the Declaration Restrictions/Covenants set forth in Article 7 of the Declaration). Borrower and WPHA represent and warrant that, except for the Declaration Restrictions/Covenants, to the best of Borrower's knowledge, the Declaration imposes no terms or requirements that conflict with the Leasehold Deed of Trust, CHFA Covenant, and the other Loan Documents.

4. **Attorney In Fact.** WPHA and Borrower hereby appoint the Lender, or any person or entity acting upon the directions of the Lender, as their attorney-in-fact for the sole and limited purpose of inserting information in this Agreement regarding the date and recording of the Subordinate Covenant and Declaration.

5. **Default Under Subordinate Covenant and Declaration Restrictions/Covenants.** WPHA hereby agrees that upon the occurrence of a default by the Borrower under the terms of the Subordinate Covenant and/or upon the occurrence of a default by the Borrower or third party owner under the terms of the Declaration Restrictions/Covenants, WPHA shall provide written notice to the Lender no less than sixty (60) days prior to commencing the exercise of any remedies against Borrower and/or the Property.

6. **Lender Right to Cure.** Except as otherwise set forth below, WPHA agrees that it will not, without first providing written notice to the Lender and a reasonable opportunity for the Lender to cure, commence, prosecute, or participate in any administrative, legal or equitable action against Borrower with respect to the Subordinate Covenant or the Declaration Restrictions/Covenants.

7. **Authorization.** All necessary action on the part of WPHA necessary for the authorization of this Agreement and the performance of all obligations of WPHA hereunder has been taken. This Agreement constitutes the legal, valid and binding obligation of WPHA, enforceable against WPHA in accordance with its terms. The execution, delivery and performance of and compliance with this Agreement by WPHA will not (i) result in any material violation or default of any term of any of WPHA's charter, formation or other organizational documents, or (ii) violate any material applicable law, rule or regulation.

8. **Further Assurances.** WPHA hereby agrees to execute such documents and/or take such further action as WPHA may at any time or times reasonably request in order to carry out the provisions and intent of this Agreement, including, without limitation, ratifications and confirmations of this Agreement from time to time hereafter, as and when requested by Lender.

9. **Severability.** If any provision of this Agreement shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

10. **Entire Agreement.** This Agreement contains the entire agreement between and among the parties hereto with respect to the subordination of the Subordinate Covenant and Declaration Restrictions/Covenants to the Leasehold Deed of Trust, the CHFA Covenant and the Loan Documents.

11. **Inurement.** This Agreement and each and every covenant, agreement and other provisions hereof shall be binding upon the parties hereto and their respective successors and assigns. This Agreement shall remain effective until terminated in writing by Lender. This Agreement is solely for the benefit of WPHA and Lender and not for the benefit of Borrower or any other party.

12. **Remedies.** Each party to this Agreement acknowledges that if any party fails to comply with its obligations under this Agreement, the other parties will have all rights available at law and in equity, including the right to obtain specific performance of the obligations of such defaulting party and injunctive relief.

13. **Governing Law.** This Agreement is made and executed under and in all respects will be governed and construed by the laws of the State of Colorado.

14. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written.

**WPHA:**

WINTER PARK HOUSING AUTHORITY

\_\_\_\_\_  
Nick Kutumbos, Chair

ATTEST:

\_\_\_\_\_  
Alisha Janes, Executive Director

**BORROWER:**

HIDEAWAY JUNCTION II LLC,  
a Colorado limited liability company

By: MAHD HJII MGR LLC,  
a Colorado limited liability company,  
its Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2024,  
by \_\_\_\_\_, as \_\_\_\_\_ of MAHD HJII MGR LLC, a Colorado limited  
liability company, as Manager of Hideaway Junction II LLC, a Colorado limited liability company.

Witness my hand and official seal.

[SEAL]

\_\_\_\_\_  
Notary Public

**LENDER:**

COLORADO HOUSING AND FINANCE  
AUTHORITY, a body corporate and political  
subdivision of the State of Colorado

By: \_\_\_\_\_  
Steve Johnson, Director, Community  
Development

STATE OF COLORADO )  
 ) ss.  
CITY AND COUNTY OF DENVER )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2024  
by Steve Johnson, Director, Community Development, Colorado Housing and Finance Authority,  
a body corporate and political subdivision of the State of Colorado.

Witness my hand and official seal.

[SEAL]

\_\_\_\_\_  
Notary Public



**EXHIBIT A**

**LEGAL DESCRIPTION**

Lots 1 thru 20, inclusive;  
HIDEAWAY JUNCTION SUBDIVISION - FILING NO. 2, according to the Plat thereof filed  
September 26, 2022, at Reception No. 2022008233, and re-recorded March 14, 2024, at  
Reception No. 2024001569.