

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, October 1, 2024 – 5:30 p.m.

Dinner Provided



AGENDA

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

2. Town Hall Meeting (*Public Comment*)

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

3. Consent Agenda
 - a. Approval of September 17, 2024, Regular Meeting Minutes
 - b. Approval of September 23, 2024, Special Meeting Minutes

4. Action Items
 - a. Ordinance 624, An Ordinance of the Town Council of the Town of Winter Park Amending Title 3, Chapter 10, of the Winter Park Town Code to Add Fire and Life Safety Inspection of Short-Term Rentals as a Requirement for Registration and Renewal, Second Reading and Public Hearing
 - b. Resolution 2181, A Resolution Authorizing a Contract for Plowing Services at Hideaway Place Apartments with Golden Eagle Snow Removal
 - c. Resolution 2182, A Resolution Authorizing a Contract for Plowing Services at the Transit Maintenance Facility with Conroy Excavating
 - d. Resolution 2183, A Resolution Authorizing a Contract for Sand and Gravel Supplier with Flintstone Gravel
 - e. Resolution 2184, A Resolution of the Town Council of the Town of Winter Park Accepting a Petition for Annexation of the Connor-Bertron Addition, a 3.79 Acre Parcel of Land Located in Unincorporated Grand County, and Setting the Date of a Public Hearing on the Annexation

5. Town Manager's Report

6. Mayor's Report

MINUTES

DATE: Tuesday, September 17, 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, Jeremy Henn, Riley McDonough, Michael Periolat, Rebecca Kaufman, and Art Ferrari and Town Manager Keith Riesberg, Assistant Town Manager Alisha Janes, and Town Clerk Danielle Jardee

OTHERS PRESENT: Chief of Police Glen Trainor, Transit Manager Charles McCarthy, Public Works Director Jamie Wolter, Community Development Director James Shockey, Senior Planner Brian Kelly and Finance Director Craig Rutherford

Mayor Nick Kutrumbos called the meeting to order at 5:30 p.m.

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

2. Town Hall Meeting

No comments were made.

3. Consent Agenda

3.a. Approval of September 3, 2024, Regular Meeting Minutes

3.b. Resolution 2176, A Resolution Approving a Development Improvements Agreement Standard Form for Rail Water Condominiums (*Councilor Kaufman requested this be pulled from Consent Agenda*)

3.c. Annexation Petition, Connor Bertron Addition

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

4. Action Items

3.b. Resolution 2176, A Resolution Approving a Development Improvement Agreement Standard Form for Rail Water Condominiums

Community Development Director James Shockey stated this is a mixed-use project located in Old Town, it is three stories, nine condominium units, and two commercial spaces. Councilor Riley McDonough asked if this is the same developer that came in front of Council before for this location. Mr. Shockey stated it is a different developer but same landowner.

Mayor Pro Tem Jennifer Hughes moved and Councilor Art Ferrari seconded the motion approving Resolution 2176, A Resolution Approving a Development Improvement Agreement Standard Form for Rail Water Condominiums. Motion carried: 7-0.

4.a. Public Hearing, Special Event Permit Applications for National Public Lands Day and Backcountry Tap Room

Town Clerk Danielle Jardee stated the first application is for a new event recognizing 30 years of volunteerism for National Public Lands Day. Ms. Jardee stated this is a free event located at Rendezvous Event Center at Hideaway Park on Saturday, September 28 from four to eight p.m. Ms. Jardee stated there will be food, drink, and free concert for those that volunteered for National Public Lands Day, as well as the public. Ms. Jardee stated the second application is an annual event held on the Mary Jane side of Winter Park Resort on Saturday, September 28 from 10 a.m. to 5 p.m. Ms. Jardee stated you hike up the mountain to enjoy an outdoor tap room at the top with drinks, food, games, and possible music. Mayor Kutrumbos opened the public hearing, hearing no comments. Mayor Kutrumbos closed the public hearing.

Councilor Riley McDonough moved and Councilor Art Ferrari seconded the motion approving Special Event Permit Applications for National Public Lands Day and Backcountry Tap Room. Motion carried: 7-0.

4.b. Public Hearing (Local Liquor Licensing Authority) – Transfer of a Hotel and Restaurant Liquor License for WP Irish Pub LLC d.b.a. Randi’s Irish Saloon

Town Clerk Danielle Jardee stated this application is to transfer a hotel and restaurant liquor license for WP Irish Pub LLC d.b.a. Randi’s Irish Saloon located at 78521 US Hwy 40. Ms. Jardee stated the applicant Todd Winston is in the audience if Council has questions. Ms. Jardee stated the application was in order and public hearing notice was properly posted and published and no comments have been received. Ms. Jardee stated Staff recommends approving the liquor license transfer. Mayor Kutrumbos opened the public hearing, hearing no comments. Mayor Kutrumbos closed the public hearing. Applicant Todd Winston introduced himself to Council, Council welcomed him and wished him luck.

Councilor Rebecca Kaufman moved and Councilor Jeremy Henn seconded the motion approving (Local Liquor Licensing Authority) – Transfer of a Hotel and Restaurant Liquor License for WP Irish Pub LLC d.b.a. Randi’s Irish Saloon. Motion carried: 7-0.

4.c. Resolution 2177, A Resolution Approving 2024-2025 Winter Service Operations Budget

Transit Manager Charles McCarthy stated this is the 2024-2025 operating budget for transit. Mr. McCarthy stated we are doing some new things, we are expanding hours on the Black Line, to include two earlier routes, and then during peak times we are going to run 15-minute service on the Black Line. Mr. McCarthy stated these were two items that were asked for the most from the five-year transit development plan. Mr. McCarthy stated we are excited to move forward with this, it was approved by TAC (Transit Advisory Committee) and the Town of Fraser are on board with this plan.

Mayor Pro Tem Jennifer Hughes moved and Councilor Art Ferrari seconded the motion approving Resolution 2177, A Resolution Approving 2024-2025 Winter Service Operations Budget. Motion carried: 7-0.

4.d. Resolution 2178, A Resolution Supporting a Grant Application for Funding from Colorado Parks and Wildlife for Construction of the Fraser River Trail and Committing Matching Funds for the Grant

Community Development Director James Shockey stated one of the requirements of this grant is the governing body must adopt a resolution supporting the project and committing the funds if awarded the grant. Mr. Shockey stated the request is to submit a \$250,000 dollar grant to the State trails, which would cover approximately 11% of the total project cost. Mr. Shockey stated if awarded we would know by the beginning of this next year so we could plan to start construction on the trail next year. Mr. Shockey stated we are intending to apply for additional grants from Great Outdoors Colorado and Grand County's OLRT (Open Lands Rivers and Trails) fund to get additional funding for the Fraser River Trail Project.

Councilor Rebecca Kaufman moved and Councilor Riley McDonough seconded the motion approving Resolution 2178, A Resolution Supporting a Grant Application for Funding from Colorado Parks and Wildlife for Construction of the Fraser River Trail and Committing Matching Funds for the Grant. Motion carried: 7-0.

4.e. Public Hearing, Resolution 2179, A Resolution of the Town Council of the Town of Winter Park, Colorado, Establishing the Winter Park Urban Renewal Authority

Town Manager Keith Riesberg stated this resolution if adopted by Council after the public hearing tonight, will formally establish the WP URA (Winter Park Urban Renewal Authority), the resolution does note the Town Council's intent to serve as the URA Board of Commissioners with the Mayor acting as the Chairperson. Mr. Riesberg stated the resolution also designates the representatives of the various taxing districts that will also serve on the Board of Commissioners, the Mayor designated representative is left blank at this time, which will require an appointment at a future date. Mr. Riesberg stated attached to the resolution is the conditions survey that documents the blight that does exist in our community, the conditions survey validates there is blight and therefore fulfills the requirements which allows the Town to move forward with the formation of the URA. Mr. Riesberg gave a power point presentation which goes over why the Town is considering the formation of a URA. Mr. Riesberg stated there can be multiple urban renewal plans, this is a financing mechanism that can be used at the Resort and in the downtown. Mr. Riesberg stated actions that have been taken to date and action for future dates. Mr. Riesberg stated the action tonight is for the formation of the URA which creates the body that will then consider the urban renewal plans. Mr. Riesberg stated the Town has engaged EPS (Economic Planning Strategies) to assist with financial review and projection calculations, our goal is to achieve the development of key projects that further infrastructure that the Town is looking for. Mr. Riesberg stated Council did receive the petition from registered voters to create the URA, associated with that, Staff has sent notice to the underlying taxing districts advising them of our intent to move forward with the formation of the URA and requesting their designation of representatives to the Board. Mr. Riesberg stated those designations are reflected in the resolution tonight we have also published notice of the public hearing. Mr. Riesberg stated the condition survey that documents blight which satisfies the requirements for the Town to move forward with the formation of a URA. Mr. Riesberg stated you will note the condition survey does focus on Winter Park Resort; the Resort is anticipated to move forward with an urban renewal plan in the near future. Mr. Riesberg stated based on changes in State law it is challenging to move forward with the formation of a URA without there being a correlating development proposal. Mr. Riesberg stated Town opted to use the condition survey that has been prepared for the Resort area and we want to emphasize as we move forward with the formation of the URA, it allows for the consideration of urban renewal plans in multiple areas of the

community. Mr. Riesberg stated should a development in our downtown realize there is a public benefit in infrastructure that could be realized in their development proposal they could also pursue an urban renewal plan in our downtown area. Mr. Riesberg stated tonight we will be holding a public hearing and if the resolution is approved it will approve the Board, the terms of Board will be set by our Mayor who will be the Chairperson. Mr. Riesberg stated the certificate of Town Council's findings will be filed with DOLA (Department of Local Affairs). Mr. Riesberg stated once an urban renewal plan is filed there will be documents that spell out economic impacts of the urban renewal plan, at that time the Town would start moving forward with negotiations with the underlying taxing districts regarding the sharing of the revenues through the proposed urban renewal district. Mr. Reisberg stated Staff recommends opening the public hearing. Mayor Nick Kutrubos asked when the next public hearing would be. Alterra Legal Counsel and Urban Renewal Expert Carolynne White stated the next steps in the process. Ms. White stated if you approve the formation of the URA tonight, you have created another governmental entity with a Board, they will hold meetings to get up and running. Ms. White stated then a draft urban renewal plan, fiscal impact study and condition survey will be presented to the Town which triggers the negotiations. Ms. White stated then the whole package is presented to you for action in a public hearing, and we anticipate this will happen in the spring of 2025. Councilor Rebecca Kaufman asked some logistical questions about the URA Board and about blight. Councilor Kaufman asked about how the new tax legislation would affect a URA formation. Ms. White stated overall the idea of the legislation is to lower the amount of property taxes that both commercial and residential taxpayers pay, lower assessment ratios, what percentage of the value of your property gets taxed, and then all taxing bodies that collect revenue can only collect a certain amount per year like TABOR (Taxpayer Bill of Rights). Ms. White stated for a URA it means that there is a potential that there could be less increment available to support urban renewal projects but it also excludes from the calculation of the cap new construction. Ms. White stated it remains to be seen how much impact it is going to have; she thinks the assessors don't quite know how to implement it yet. Mayor Kutrubos opened the public hearing, hearing no comments. Mayor Kutrubos closed the public hearing.

Councilor Jeremy Henn moved and Councilor Art Ferrari seconded the motion approving Public Hearing, Resolution 2179, A Resolution of the Town Council of the Town of Winter Park, Colorado, Establishing the Winter Park Urban Renewal Authority. Motion carried: 7-0.

4.f. Ordinance 624, An Ordinance of the Town Council of the Town of Winter Park Amending Title 3, Chapter 10, of the Winter Park Town Code to Add Fire and Life Safety Inspection of Short-Term Rentals as a Requirement for Registration and Renewal, First Reading

Assistant Town Manager Alisha Janes stated East Grand Fire District approached us about adding this type of inspection to our STR (Short-Term Rental) registration program late last year. Ms. Janes stated Staff met with EGFD in February, and Council recommended reconvening our STR Advisory Committee, we met with them and heard the proposed program from EGFD and they recommended approval. Ms. Janes stated we have advanced the update to our STR ordinance to require this program. Ms. Janes stated EGFD's Ryan Mowrey is available for questions. Ms. Janes stated this will be EGFD's program that they implement and the update to our ordinance will require a certificate of inspection from EGFD in order to renew or register an STR. Ms. Janes stated EGFD already has their system ready so Winter Park STR owners will have one year to get compliant, that gives owners until October 1, 2025. Ms. Janes stated if this ordinance is approved STR owners can begin as early as next month with the inspection. Ms. Janes stated this is a self-performed inspection, owners or property managers will self-load photos to an app and answer questions regarding their STR, if there are no issues it can be approved with the virtual presentation. Ms. Janes stated this adds safety for the entire Town, if EGFD gets a fire call,

helpful information about properties will pop up immediately, and additionally other properties that are not STRs can voluntarily provide that information to provide extra fire safety for the community. Councilor Rebecca Kaufman asked if this happens once a year, does the fire department have the capacity to approve all these STR's. EGFD's Ryan Mowrey stated yes, especially seeing as properties get a full year to get onboard, we anticipate people will space that out over the first year, and they are hiring additional personnel to help implement this. Mr. Mowrey stated unincorporated Grand County has already implemented this and the Town of Fraser will start around the same time as Winter Park. Mr. Mowrey stated communication will be sent out, and property managers are already aware that this is coming. Councilor Michael Periolat stated this is an awesome program and stated his thanks. Mr. Mowrey stated the fee is low, it is \$100 dollars, it is intended to be low just to cover costs. Councilor Jeremy Henn asked if enforcement is if they don't do the self-inspection, then they don't get their STR license. Mr. Mowrey stated that is correct. Mayor Pro Tem Jennifer Hughes asked how long a self-inspection will take someone. Mr. Mowrey stated for a two-bedroom place and if you did some prep work like changing batteries on fire detectors, etc. it should take about half an hour. Fire Chief Todd Holzwarth stated he is proud of the guys for figuring out a way to do this without all the manpower.

Councilor Rebecca Kaufman moved and Mayor Pro Tem Jennifer Hughes seconded the motion approving Ordinance 624, An Ordinance of the Town Council of the Town of Winter Park Amending Title 3, Chapter 10, of the Winter Park Town Code to Add Fire and Life Safety Inspection of Short-Term Rentals as a Requirement for Registration and Renewal, First Reading. Motion carried by following vote:

Jeremy Henn	"Aye"	Michael Periolat	"Aye"
Jennifer Hughes	"Aye"	Riley McDonough	"Aye"
Art Ferrari	"Aye"	Rebecca Kaufman	"Aye"
Nick Kutumbos	"Aye"		

4.g. Resolution 2180, A Resolution Authorizing the East Grand Fire Protection District to Conduct Fire and Life Safety Inspections for Short-Term Rentals in Town

Assistant Town Manager Alisha Janes stated because we are a home-rule community it is not enough to say an inspection is required for short-term rental registration, you have to authorize EGFD to do the inspection and enforce their fire code and our fire code. Ms. Janes stated it does not adopt EGFD fire code as ours but allows EGFD to enforce our fire code.

Councilor Jeremy Henn moved and Councilor Riley McDonough seconded the motion approving Resolution 2180, A Resolution Authorizing the East Grand Fire Protection District to Conduct Fire and Life Safety Inspections for Short-Term Rentals in Town. Motion carried: 7-0.

5. Town Manager's Report

Town Manager Keith Riesberg stated a reminder to Council we have a special meeting scheduled for Monday, September 23 at 3 p.m. for an executive session for the purpose of directing Staff in negotiations with Alterra as their development proposals start moving forward. Mr. Riesberg stated a reminder that we moved our October 15 Council meeting to October 22 at 5:30 p.m. Mr. Riesberg stated a reminder that we are in the heart of our road maintenance and construction season and asked everyone to be patient with us and the construction crews. Mr. Riesberg stated Staff has been a little frustrated with the performance of our contractor on things like traffic control. Mr. Riesberg stated we will be more specific on our specifications for next year's contract. Council asked some follow up questions and wanted some clarifications about a few different roadwork projects. Council and Staff discussed roadwork and future expectations.

6. **Mayor's Report**
Nothing to report.

7. **Town Council Items for Discussion**

Mayor Pro Tem Jennifer Hughes thanked Public Works Director Jamie Wolter for the signs along the Fraser River Trail.

There being no further business to discuss, upon a motion regularly adopted, the meeting was adjourned at 6:18 p.m.

The next scheduled meeting of the Town Council will be Monday, September 23, 2024, at 3:00 p.m.

Danielle Jardee, Town Clerk

SPECIAL MEETING MINUTES

DATE: Monday, September 23, 2024

MEETING: Winter Park Town Council

PLACE: Town Hall Council Chambers and Zoom Meeting Call

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

OTHERS
PRESENT: Finance Director Craig Rutherford, Compass Transit Consultant Michael Koch, Economic Planning Systems Principal Brian Duffey, Pioneer Development Principal Andrew Arnold, Special Legal Counsel for Alterra Carolynne White, and Alterra Vice President of Community Development and Public Finance Karen McShea

Mayor Nick Kutrumbos called the meeting to order at 3:00 p.m.

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

Mayor Nick Kutrumbos reads the legal executive session script.

Councilor Art Ferrari moved and Councilor Jeremy Henn seconded the motion to go into the following Executive Session in accordance with C.R.S. 24-6-402(4)(e) to determine positions relative to matters that are subject to negotiations, to develop strategy for negotiations, and to instruct negotiators regarding resort development. Motion carried: 7-0.

2. Executive Session Pursuant to:

2.a. C.R.S. 24-6-402(4)(e) to determine positions relative to matters that are subject to negotiations, to develop strategy for negotiations, and to instruct negotiators regarding resort development.

Mayor Nick Kutrumbos concluded the executive session at 5:52 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, Councilors Art Ferrari, Rebecca Kaufman, Jeremy Henn, Michael Periolat, and Riley McDonough, and Town Manager Keith Riesberg, Assistant Town Manager Alisha Janes, Town Attorney Hilary Graham, Town Clerk Dani Jardee, Finance Director Craig Rutherford, EPS Principal Brian Duffey, and Compass Transit Consultant Michael Koch.

There being no further business to discuss, upon a motion regularly adopted, the meeting was adjourned at

5:42 p.m.

The next scheduled meeting of the Town Council will be Tuesday, October 1, 2024, at 5:30 p.m.

Danielle Jardee, Town Clerk

MEMO

TO Mayor and City Council
FROM Alisha Janes, Assistant Town Manager
CC Keith Riesberg, Town Manager, Danielle Jardee Town Clerk
DATE September 13, 2024
RE East Grand Fire Inspections for 2025 Short-Term Rental Registration

Background

East Grand Fire initially inquired with the Town of Winter Park regarding implementation of a fire inspection program for short-term rentals in December of 2023. Staff meet with East Grand Fire staff in February 2024 and provided initial feedback on the program proposal. Town Council authorized reconvening the short-term rental advisory committee to review the proposal. The short-term rental advisory committee met on May 15, 2024, and reviewed a presentation from the East Grand Fire Protection District. The committee recommended to Town Council that the requirement be added for the 2025 renewal giving short-term rental properties a year to conduct the initial inspection with the East Grand Fire District. Council directed staff at their May 21st, 2024, workshop to bring forward an ordinance updating the short-term rental code.

Analysis

The updated short-term rental code will require that all new and renewing short-term rental registrations beginning August 1, 2025 (when we begin 2025 renewals) include a certificate showing an inspection from the East Grand Fire Protection District from the previous 12 months. This time frame will allow short-term rental operators to begin the inspection process as soon as the 2024-2025 registration process is over, nearly a year before the requirement will go into place. Additionally, East Grand Fire has met with the large property management firms who have provided feedback on the proposed inspection program.

The inspection program and all associated administrative tasks will all be managed by the East Grand Fire. East Grand Fire will charge a fee for the inspection, which is \$100 annually. This fee will cover the necessary technology to manage the program. The inspection will be through an application where the short-term rental owner or designated representative will provide photos through an application to show the rental unit including ingress and egress, smoke and carbon monoxide detectors, fireplaces, number of

bedrooms, parking, etc. A staff member from East Grand Fire will review the submittal and can flag or ask follow-up questions as necessary. East Grand Fire staff have ensured that the Town's property checklist from the short-term rental registration is incorporated into the inspection process.

Additionally, information regarding the short-term rentals will be collected by East Grand Fire to include in their property database for Winter Park. All residential and commercial property owners can participate in this program regardless of their status as short-term rentals, which will provide immediate information to the fire department in case of an emergency call to the property. First responders would then have information regarding the property immediately when responding to an emergency call subsequently improving community safety.

Recommendation

Staff recommends approval of Ordinance 624 amending Title 3, Chapter 10, of the Winter Park Town Code to add fire and life safety inspection of short-term rentals as a requirement for registration and renewal.

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

I move to approve Ordinance 624 amending Title 3, Chapter 10, of the Winter Park Town Code to add fire and life safety inspection of short-term rentals as a requirement for registration and renewal.

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

I move to deny Ordinance 624 amending Title 3, Chapter 10, of the Winter Park Town Code to add fire and life safety inspection of short-term rentals as a requirement for registration and renewal.

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

**TOWN OF WINTER PARK
ORDINANCE NO. 624
SERIES 2024**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF
WINTER PARK AMENDING TITLE 3, CHAPTER 10, OF THE WINTER
PARK TOWN CODE TO ADD FIRE AND LIFE SAFETY INSPECTION
OF SHORT-TERM RENTALS AS A REQUIREMENT FOR
REGISTRATION AND RENEWAL**

WHEREAS, the East Grand Fire Protection District requested that the Town add a fire and life safety inspection requirement for all short-term rentals within the Town to increase safety and emergency preparedness and to improve the overall guest experience for short-term rentals in the Town; and

WHEREAS, the Short-Term Rental Advisory Committee reconvened on May 15, 2024, to review the proposal from East Grand Fire Protection District and recommended that the Town Council add a fire and life safety inspection requirement to be effective beginning August 1, 2025.

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

Section 1. Section 3-10-4 of the Winter Park Town Code is amended by the addition of a new Section 3-10-4(H) to read as follows:

3-10-4: Registration Requirement:

* * *

H. Beginning on August 1, 2025, all short-term rental registrations and renewals shall provide proof of satisfactory completion of a fire and life safety inspection by the East Grand Fire Protection District completed within the previous twelve (12) months.

INTRODUCED, APPROVED ON FIRST READING, AND ORDERED PUBLISHED IN FULL this 17th day of September, 2024. A public hearing shall be held at the regular meeting of the Winter Park Town Council, on the 1st day of October, 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

EAST GRAND FIRE PROTECTION DISTRICT NO. 4

**P.O. Box 2967 • Winter Park, Colorado 80482
(970) 726-5824 • Fax (970)726-5938 • www.eastgrandfire.com**

December 11, 2023

MEMORANDUM: STR Fire & Life Safety Inspection Program

The purpose of the Short-Term Rental (STR) Fire & Life Safety Inspection (F&LS) Program is to increase the level of safety for guests staying in non-conventional nightly rentals where the occupant may be unfamiliar with the property's features and to increase the safety of first responders that may be responding to these same properties.

Traditional commercial properties including retail stores, restaurants, bars, assembly spaces and nightly rentals (hotels, lodges, B&Bs, etc.) are currently routinely inspected and are subject to stricter code enforcement as commercial occupancies. These existing commercial inspections are for the safety of the guests, employees, and First Responders. These inspections are typically performed on an annual, or semi-annual basis without notice. The business is not typically "charged" by EGFD for their inspections as this is ultimately "taken care of" under their higher commercial property tax rate.

STR residential properties are not taxed at this higher commercial property tax rate even as they are operated as a commercial "like" property while paying residential tax rates. STRs tend to have an above average response request rate for emergency services from Fire, EMS, and Law Enforcement. Understandably, there will always be unavoidable medical emergencies and / or incidents requiring Law Enforcement, but many fire responses can be avoided by the simple mitigation of certain attributes of these properties.

By conducting regular F&LS inspections and providing fire and life safety education to property owners and managers, we can begin to mitigate unnecessary non-emergency responses to STRs while also creating a safer nightly rental environment in Winter Park and the Fraser Valley.

The life safety issues we have encountered in STRs include expired, non-functioning, or missing smoke and CO detectors, and inaccessible, incorrectly sized, missing, or non-functioning fire extinguishers. We have also seen hazards related to the improper storage of combustibles, makeshift electrical systems, poorly maintained appliances, dirty chimneys / flues, and guests that are unfamiliar with the correct operation of the heating systems or appliances in place. Maintenance of fire and CO detection systems, lack of proper posting for and lighting of emergency egresses, trip and fall hazards, and overcrowding all pose safety concerns for the guests. It is important to note that Firefighters responding to STRs are usually unfamiliar with the properties utility access points, types of systems in the unit, and experience access issues due to inadequate parking space.

The F&LS Inspection program has been designed to educate the owners and / or property managers how to mitigate these common life safety issues. It will create a database of information useful to First Responders responding to incidents at these STRs. Funding for the F&LS Inspection Program will come from fees collected from the STR permit applicant. These fees will cover the logistics of the F&LS Inspection Program such as staffing, software, and processing. The software will also provide the portal for any homeowner, business, or interested party to register their property and add any special notes and information that will aid First Responders in response preparation.

Thank you,
East Grand Fire Protection District #4
Fire Prevention Bureau

EAST GRAND FIRE PROTECTION DISTRICT NO. 4

P.O. Box 2967 • Winter Park, Colorado 80482
(970) 726-5824 • www.eastgrandfire.com

RESOLUTION No. 2024-8-28-01

RESOLUTION OF THE EAST GRAND COUNTY FIRE PROTECTION DISTRICT #4 TO ADOPT SHORT TERM RENTAL FIRE AND LIFE SAFETY INSPECTION PROGRAM

WHEREAS, the East Grand County Fire Protection District #4 (the “District”) is a quasi-municipal corporation and political subdivision of the State of Colorado operating pursuant to Article 1, Title 32, C.R.S., for the purpose of providing fire protection and emergency services; and

WHEREAS, Section 32-1-1002(1)(d), C.R.S., authorizes a fire protection district to adopt and enforce inspection and related fees for life health, safety and welfare code enforcement; and

WHEREAS, Section 32-1-1002(1)(e)(II) and (III), C.R.S., authorizes a fire protection district to fix and from time to time increase or decrease fees and charges for requested services; and

WHEREAS, the Board of Directors wishes to update its Fee Schedule for such services effective immediately upon passage of this Resolution, to include new fees for inspection of regulated properties pursuant to Grand County, the Town of Fraser, and the Town of Winter Park permitting requirements; and

WHEREAS, the Board of Directors finds and determines that it is in the best interest of the residents, taxpayers, and visitors of the District to adopt a fee schedule, to define short term rental properties subject to inspection fees, and to confirm all other fees, rates and charges applicable to services commencing as of the adoption of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the East Grand County Fire Protection District #4 as follows:

Section 1 – Adoption of Requirement for Inspection. The Board of Directors of the East Grand County Fire Protection District #4 hereby adopts a requirement for inspection of short-term vacation rentals within its jurisdictional boundaries. The inspection requirement is applicable to any property, however defined by Grand County, the Town of Fraser, and the Town of Winter Park, which is intended for use of one or more persons on a rental basis, of a structure, mobile home, mobile property, boat or other parcel of occupancy which may be listed for daily, weekly, or monthly rental as a vacation property for use by an

individual other than the owner of such structure, mobile home, boat or other parcel of occupancy.

Section 2 – Adoption of Short-Term Rental Inspection Fee. The Board of Directors of the East Grand County Fire Protection District #4 hereby adopts a fee for inspection of short-term vacation rentals within its jurisdictional boundaries. The inspection fee is applicable to any property, however defined by Grand County, and the Town of Fraser, and the Town of Winter Park, which is intended for use of one or more persons on a rental basis, of a structure, mobile home, boat or other parcel of occupancy which may be listed for daily, weekly or monthly rental as a vacation property for use by an individual other than the owner of such structure, mobile home, boat or other parcel of occupancy.

Section 3 – Adopt of Additional Fees, Rates and Charges. The additional fee rates and charges applicable to inspection of property is as attached hereto in Exhibit A, incorporated herein by reference.

Section 4 - Severability. If any part, section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions. The Board of Directors hereby declares that it would have passed and adopted this Resolution and the increased fee and each part, section, subsection, sentence, clause or phrase thereof, should any other section, subsection, sentence, clause or phrase be declared invalid.

Section 5 – Effective Date. This Resolution shall take effect and will be enforced beginning immediately upon its approval by the Board of Directors.

INTRODUCED, READ, AND APPROVED by the Board of Directors of the East Grand County Fire Protection District #4, upon a motion duly made, seconded and passed at its regular meeting held on the 28th day of August, 2024 by a vote of 4 in favor and 0 against, and 1 abstentions.

EAST GRAND COUNTY FIRE
PROTECTION DISTRICT #4

By: 
Garth Hein, President

ATTEST:


Richard Kramer, Secretary

East Grand Fire Protection District #4

Plan Review & Inspection Fee Schedule – 2024

TYPE OF FEE / PERMIT	FEE PARAMETERS	FEE	DESCRIPTION / NOTES
SPRINKLER SYSTEM*	1-4,000 Sq. Ft.	\$280.00	Includes Plan Review, Rough, Hydro & Final Inspections*
	Over 4,000 Sq. Ft.	\$0.07 / Sq. Ft.	
ALARM SYSTEM*	1-4,000 Sq. Ft.	\$280.00	Includes Plan Review, Rough & Final Inspections*
	Over 4,000 Sq. Ft.	\$0.07 / Sq. Ft.	
HOOD & DUCT SYSTEM	First System	\$280.00	Includes Plan Review & Final Inspections*
	2 or More Systems - Same Building	\$140.00 each	
OUTSIDE CONSULTANTS		ACTUAL COST + 20%	
SUBDIVISION DEVELOPMENT REVIEW	INITIAL	\$500.00	Includes (2) Meetings
	ADDITIONAL	\$250.00	Per Each Additional Meeting After (2)
OTHER PLAN OR DEVELOPMENT REVIEWS	PER OCCURRENCE	\$280.00	Review Only
		\$400.00	Includes Inspection*
RE-SUBMITTAL		\$280.00	
OUT OF DISTRICT PLAN REVIEW AND / OR INSPECTION* (Alarm & Sprinkler)	1-4,000 Sq. Ft.	\$280 Inspection + \$280 Out of District Fee + Mileage @ Current Rate	Includes Plan Review, Hydro if Applicable, Rough & Final Inspections*
	Over 4,000 Sq. Ft.	\$0.07 / Sq. Ft. + \$280 Out of District Fee + Mileage @ Current Rate	
UNDERGROUND HYDRO	Per Occurrence	\$280.00	
SPRAY BOOTHS	Per System	\$280.00	Includes Plan Review & Final Inspections*
FIRE WORKS STAND	Per Calendar Year	\$780.00	
SPECIAL EVENT / TENTS*	Per Event / Tent	\$280.00	Tents per 2021 IFC Section 105.6.24*
FLAMMABLE / COMBUSTIBLE STORAGE TANKS	Installation or Removal	\$280.00	
ADDITIONAL INSPECTIONS* Includes Partial Inspections	Per Occurrence / Visit	\$280.00	Requested or Concealed / Separately Controlled Areas – Does Not Include Failed Inspections
RE-INSPECTIONS*	1 st Re-Inspection	\$280.00	Pertains to Failed, Incomplete, and or / Unprepared System Inspections
	2 nd Re-Inspection	\$560.00	
	3 rd Re-Inspection	\$840.00	
SHORT TERM RENTAL <u>ONLINE</u> Self-Inspection	STR Self Inspection Review & Processing	\$100.00	ONLINE Inspection of Vacation Rental Property by PROPERTY OWNER or REPRESENTATIVE
SHORT TERM RENTAL <u>IN-PERSON</u> Inspection as Required by Fire District	Per Bedroom	\$160 - Studio / 1 BDR	Additional follow up in-person inspection done by Fire Department of a vacation rental property that meets the criteria of a commercial or residential occupancy as required after failed self-inspection
		\$260 - 2/3 BDR	
		\$360 - 4+ BDR	
DANGEROUS BUILDING, APPLIANCES, SYSTEMS OR CONDITIONS	Per Each Offense Violation penalties in accordance with the adopted amendment IFC 112.4 may apply	\$500 for each offense / day the condition exists	Following at least one documented warning or notice, this fee shall be assessed when it is determined that upon inspection there exists a dangerous condition in accordance with Section 114 Unsafe Buildings of the adopted Fire Code. This fee applies anytime a Cease & Desist order, Stop Work order, or a dangerous appliance is required to be rendered safe (red tagged out-of-service) due to negligence or similar preventable unsafe actions

ALL INSPECTIONS MUST BE SCHEDULED NO LESS THAN 48 HOURS IN ADVANCE

HOLIDAYS / AFTER HOURS or LESS THAN 48 HOURS NOTICE WILL INCUR AN ADDITIONAL \$280 CHARGE

East Grand Fire Protection District #4 • P.O. Box 2967 • 77601 US Hwy 40 • Winter Park, CO 80482
(970)-726-5824 • www.eastgrandfire.com • Hours Mon – Fri 0900 -1700 • Effective January 24th, 2024



MEMO

TO Town Council
FROM Jamie Wolter, Public Works Director
CC Town Manager Keith Riesberg
DATE September 25, 2024
RE Plowing services contract – Hideaway Place Apartments – Golden Eagle

On July 23, 2024, the Town of Winter Park (TOWP) posted a Request for Proposals RFP on Bidnet Direct / Rocky Mountain E Bids for contract plowing services at the Transit Maintenance Facility and Hideaway Place Apartments and Parking Garage. The bid process closed on September 3, 2024.

Two bidders submitted qualified proposals for snow removal contract services at Hideaway Place Apartments. Golden Eagle Snow Removal came in with significantly lower pricing than the other qualified bidder Evergreen Excavation as well as extensive experience with snow removal at this complex. Golden Eagle Snow Removal is a long-time local company with a proven track record providing commercial snow removal services for the TOWP.

Pricing for this service is detailed in the contract and will be billed on an hourly basis.

Staff believes Golden Eagle Snow Removal to be the best and most qualified bidder for snow removal services at Hideaway Place Apartments. The following contract has been reviewed by TOWP Counsel and Town Staff recommends approval of Resolution #2181.

TOWN OF WINTER PARK

RESOLUTION NO. 2181
SERIES OF 2024

A RESOLUTION AUTHORIZING A CONTRACT FOR PLOWING SERVICES AT
HIDEAWAY PLACE APRTMENTS WITH GOLDEN EAGLE SNOW REMOVAL

WHEREAS, The Town published a Request for Proposals for a Plowing Services Contract on Bidnet Direct / Rocky Mountain E Bids on July 23, 2024.

WHEREAS, The Town received two qualified bids for plowing services at Hideaway Place Apartments, with Golen Eagle Snow Removal being the lowest priced and best bid.

WHEREAS, Town staff recommends accepting the contract for Plowing Services at Hideaway Place Apartments from Golden Eagle Snow Removal.

NOW THEREFORE, BE IT RESOLVED that the Town Council of Winter Park, Colorado hereby approves a contract with Golden Eagle Snow Removal for Plowing Services at Hideaway Place Apartments.

APPROVED AND PASSED this 1st day of October, 2024 by a vote of _____to _____.

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (the "Agreement") is made and entered into this 1st day of October 2024 (the "Effective Date"), by and between the Town of Winter Park, a Colorado municipal corporation with an address of P.O. Box 3327, 50 Vasquez Road, Winter Park, CO 80482 (the "Town"), and Golden Eagle Snow Removal, LLC, an independent contractor with a principal place of business at 389 County Road 804, Fraser, CO 80442 (the "Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required services.

NOW THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective October 14, 2024, and shall terminate on June 1, 2025, unless terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor hourly pricing submitted on Bid Schedule. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor shall not be paid until the Scope of Services is completed to the satisfaction of the Town.

IV. RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Contractor shall at all times comply with all applicable law, including without limitation all current and future federal, State and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.*, ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.*, ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, State or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

V. OWNERSHIP

Any materials, items and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate or change such work without providing notice to or receiving consent from Contractor; provided that Contractor shall have no liability for any work that has been modified by the Town.

VI. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this

Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products and completed operations. The policy shall contain a severability of interest's provision, and shall include the Town and the Town's officers, employees and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

IX. MISCELLANEOUS

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

B. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any other terms or obligations of this Agreement.

C. *Integration.* This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

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

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

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

G. *Modification.* This Agreement may only be modified upon written agreement of the Parties.

H. *Assignment.* Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

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

J. *Rights and Remedies.* 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 work negligently or defectively performed.

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

L. *Town of Winter Park Business License.* Contractor agrees to possess and provide a current Town of Winter Park Business License.

EXHIBIT A SCOPE OF SERVICES

Contractor's Duties

For each two-inch or greater snowfall during October 14th of each year of contract to June 1st over the lift of the Contract, Contractor shall complete the following snow removal services:

- Complete all work between the hours of 5:00 a.m. and 9:00 a.m. unless otherwise directed or approved by the Public Works Director or designee.
- Hand shovel walkways and stairwells in and around Hideaway Place Apartments and other areas determined by Public Works Director or designee.
- Clear snow off internal roadways in and around Winter Park Apartments and Winter Park North Parking Garage - 78337 US Highway 40, Winter Park, CO 80482.
- Clear snow from top deck and stairwells of North Parking Garage.
- Snow may be pushed to designated and temporary on-site snow storage areas.
- Remove and haul off snow from temporary on-site storage areas to Town-designated snow storage lots as required.
- Clean up equipment storage areas, including without limitation oil spills.
- Clean up snow storage areas of trash and debris.
- Use eco-friendly snow melt materials.
- Haul snow from Gondola Lot or other Town-designated storage areas to Transit Maintenance Facility or other proposed locations as required.

CONTRACTUAL SNOW REMOVAL SERVICES – PROJECT #2024-PW-05

BID SCHEDULE

To: TOWN OF WINTER PARK

Work: SNOW REMOVAL


BID: Pursuant to the request for bids for the above-named work and being familiar with all contractual requirements, therefore, the undersigned Bidder hereby proposes to furnish all labor, materials, tools, supplies, equipment, plant, transportation, services, and all other things necessary for the completion of the contractual work. All other work to complete the work but not specifically itemized shall also be included as incidental to the work cost. Contractor also agrees to pay all taxes and patent documents, within the time of completion of the contractual work and pay all taxes and patent costs, and perform the work in accordance with the time of completion set forth herein, for and in consideration of the following unit and lump sum prices:

HIDEAWAY PLACE AND PARKING GARAGE - WINTER PARK

TASK	QUANTITY	UNIT OF MEASURE	RATE	TOTAL COST
Hand Shovel	1	Hourly	55-	
Skid Steer Loader	1	Hourly	90-	
Front End Loader	1	Hourly	135-	
Dump Truck	1	Hourly	85-	

TRANSIT MAINTENANCE FACILITY – 275 COUNTY ROAD 5103, FRASER

TASK	QUANTITY	UNIT OF MEASURE	RATE	TOTAL COST
Skid Steer Loader	1	Hourly		
Front End Loader	1	Hourly		

N/A


SNOW HAULING – WINTER PARK

TASK	QUANTITY	UNIT OF MEASURE	RATE	TOTAL COST
Front End Loader	1	Hourly	135-	
Dump Truck	1	Hourly	85-	



MEMO

TO Town Council
FROM Jamie Wolter, Public Works Director
CC Town Manager Keith Riesberg
DATE September 25, 2024
RE Plowing services contract – Transit Maintenance Facility – Conroy

On July 23, 2024, the Town of Winter Park (TOWP) posted a Request for Proposals RFP on Bidnet Direct / Rocky Mountain E Bids for contract plowing services at the Transit Maintenance Facility and Hideaway Place Apartments and Parking Garage. The bid process closed on September 3, 2024.

Three bidders submitted qualified proposals and only two of the bidders provided a Proposal for the Transit Maintenance facility. Conroy Excavating came in with slightly lower pricing and 20 years of additional experience more than the other qualified bidder Evergreen Excavation. Conroy Excavating is a long-time local company with a proven track record providing commercial snow removal services for the Safeway in Fraser.

Pricing for this service is detailed in the contract and will be billed on an hourly basis.

Staff believes Conroy Excavating to be the best and most qualified bidder for snow removal services at the Transit Maintenance Facility. The following contract has been reviewed by TOWP Counsel and Town Staff recommends approval of Resolution #2182.

TOWN OF WINTER PARK

RESOLUTION NO. 2182
SERIES OF 2024

A RESOLUTION AUTHORIZING A CONTRACT FOR PLOWING SERVICES AT THE
TRANSIT MAINTENANCE FACILITY WITH CONROY EXCAVATING

WHEREAS, The Town published a Request for Proposals for a Plowing Services Contract on Bidnet Direct / Rocky Mountain E Bids on July 23, 2024.

WHEREAS, The Town received two qualified bids for plowing services at The Transit Maintenance Facility, with Conroy Excavating being the lowest priced and best bid.

WHEREAS, Town staff recommends accepting the contract for Plowing Services at The Transit Maintenance Facility with Conroy Excavating.

NOW THEREFORE, BE IT RESOLVED that the Town Council of Winter Park, Colorado hereby approves a contract with Conroy Excavating for Plowing Services at The Transit Maintenance Facility.

APPROVED AND PASSED this 1st day of October, 2024 by a vote of _____ to _____.

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (the "Agreement") is made and entered into this 1st day of October 2024 (the "Effective Date"), by and between the Town of Winter Park, a Colorado municipal corporation with an address of P.O. Box 3327, 50 Vasquez Road, Winter Park, CO 80482 (the "Town"), and Conroy Excavating, Inc., an independent contractor with a principal place of business at 125 County Road 522, Tabernash, CO 80478 (the "Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required services.

NOW THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective October 14, 2024, and shall terminate on June 1, 2025, unless terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor hourly pricing submitted on Bid Schedule. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor shall not be paid until the Scope of Services is completed to the satisfaction of the Town.

IV. RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Contractor shall at all times comply with all applicable law, including without limitation all current and future federal, State and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.*, ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.*, ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, State or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

V. OWNERSHIP

Any materials, items and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate or change such work without providing notice to or receiving consent from Contractor; provided that Contractor shall have no liability for any work that has been modified by the Town.

VI. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this

Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

IX. MISCELLANEOUS

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

B. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any other terms or obligations of this Agreement.

C. *Integration.* This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

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

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

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

G. *Modification.* This Agreement may only be modified upon written agreement of the Parties.

H. *Assignment.* Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

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

J. *Rights and Remedies.* 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 work negligently or defectively performed.

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

L. *Town of Winter Park Business License.* Contractor agrees to possess and provide a current Town of Winter Park Business License.

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

**TOWN OF WINTER PARK,
COLORADO**

Nick Kutumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk

CONTRACTOR

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2024, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

**EXHIBIT A
SCOPE OF SERVICES**

**(Amendment from Original Bid Document
per Bid Schedule submission)**

Contractor's Duties

For each two-inch or greater snowfall during October 14th of each year of contract to June 1st over the lift of the Contract, Contractor shall complete the following snow removal services:

- Transit Maintenance Facility – 275 County Road 5103, Fraser – snow removal as required to maintain Transit Operations regardless of the time of day. To include entry and exit driveways, circular drive around facility, all bus and vehicle entrances and exits from building.
- Ensure all access routes to and around the Transit Maintenance Facility are cleared and ready for operations by 5am daily.
- Continuous monitoring of weather conditions during snow events to maintain access until 11pm.
- Plow snow accumulation promptly after each snow event, targeting high-traffic areas first to ensure safety and accessibility.
- Pushing back banks as needed to allow reasonable line of sight turning, exiting, and entering facility. Remove snow piles to ensure visibility and safe maneuverability in all areas.
- No hand shoveling required at Transit Maintenance Facility.
- Prepare for increased snow removal efforts during extreme weather events, which may necessitate more frequent plowing and additional shifts.

CONTRACTUAL SNOW REMOVAL SERVICES – PROJECT #2024-PW-05

BID SCHEDULE

To: TOWN OF WINTER PARK

Work: SNOW REMOVAL SERVICES

BID: Pursuant to the request for bids for the above-named work and being familiar with all contractual requirements, therefore, the undersigned Bidder hereby proposes to furnish all labor, materials, tools, supplies, equipment, plant, transportation, services, and all other things necessary for the completion of the contractual work. All other work to complete the work but not specifically itemized shall also be included as incidental to the work cost. Contractor also agrees to pay all taxes and patent documents, within the time of completion of the contractual work and pay all taxes and patent costs, and perform the work in accordance with the time of completion set forth herein, for and in consideration of the following unit and lump sum prices:

HIDEAWAY PLACE AND PARKING GARAGE - WINTER PARK

TASK	QUANTITY	UNIT OF MEASURE	RATE	TOTAL COST
Hand Shovel	1	Hourly		NO BID
Skid Steer Loader	1	Hourly		NO BID
Front End Loader	1	Hourly		NO BID
Dump Truck	1	Hourly		NO BID

TRANSIT MAINTENANCE FACILITY – 275 COUNTY ROAD 5103, FRASER

TASK	QUANTITY	UNIT OF MEASURE	RATE	TOTAL COST
Skid Steer Loader	1	Hourly	\$165.00	\$165.00
Front End Loader	1	Hourly	\$215.00	\$215.00

SNOW HAULING – WINTER PARK

TASK	QUANTITY	UNIT OF MEASURE	RATE	TOTAL COST
Front End Loader	1	Hourly	\$215.00	\$215.00
Dump Truck	1	Hourly	\$135.00	\$135.00

SIDEDUMPER = \$165.00



MEMO

TO Town Council
FROM Jamie Wolter, Public Works Director
CC Town Manager Keith Riesberg
DATE September 25, 2024
RE Contracted Sand and Gravel Supplier – Flintstone Gravel

On July 17, 2024, the Town of Winter Park (TOWP) posted a Request for Proposals RFP on Bidnet Direct / Rocky Mountain E Bids for contracted Sand and Gravel Supplier. The bid process closed on September 11, 2024.

Flintstone Gravel and Peak Materials both submitted qualified proposals to the TOWP. Flintstone Gravel is significantly less expensive than Peak Materials. The TOWP Public Works Department has worked with Flintstone Gravel for the past several years and believes them to be the best choice and qualified bidder.

Pricing for this service is detailed in the contract.

The following contract has been reviewed by TOWP Counsel and Town Staff recommends approval of Resolution #2183.

TOWN OF WINTER PARK

RESOLUTION NO. 2183
SERIES OF 2024

A RESOLUTION AUTHORIZING A CONTRACT FOR SAND AND GRAVEL SUPPLIER
WITH FLINTSTONE GRAVEL

WHEREAS, The Town published a Request for Proposals for a Contracted Sand and Gravel Supplier on Bidnet Direct / Rocky Mountain E Bids on July 17, 2024.

WHEREAS, The Town received two qualified bids for a Contracted Sand and Gravel Supplier, with Flintstone Gravel being the lowest priced and best bid.

WHEREAS, Town staff recommends accepting the proposal for a Contracted Sand and Gravel Supplier with Flintstone Gravel.

NOW THEREFORE, BE IT RESOLVED that the Town Council of Winter Park, Colorado hereby approves a contract with Flintstone Gravel for a Contracted Sand and Gravel Supplier.

APPROVED AND PASSED this 1st day of October, 2024 by a vote of _____ to _____.

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (the "Agreement") is made and entered into this 1st day of October 2024 (the "Effective Date"), by and between the Town of Winter Park, a Colorado municipal corporation with an address of P.O. Box 3327, 50 Vasquez Road, Winter Park, CO 80482 (the "Town"), and Flintstone Gravel Pit Inc., an independent contractor with a principal place of business at 500 County Road 61, Granby, CO 80446 (the "Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required services.

NOW THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations and responsibilities which are described or reasonably implied from the Winter Sand Specifications set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective November 1, 2024, and shall terminate on June 1, 2025, unless terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor hourly pricing submitted on Winter Sand Specifications. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor shall not be paid until the Scope of Services is completed to the satisfaction of the Town.

IV. RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Contractor shall at all times comply with all applicable law, including without limitation all current and future federal, State and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.*, ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.*, ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, State or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

V. OWNERSHIP

Any materials, items and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate or change such work without providing notice to or receiving consent from Contractor; provided that Contractor shall have no liability for any work that has been modified by the Town.

VI. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this

Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

IX. MISCELLANEOUS

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

B. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any other terms or obligations of this Agreement.

C. *Integration.* This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

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

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

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

G. *Modification.* This Agreement may only be modified upon written agreement of the Parties.

H. *Assignment.* Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

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

J. *Rights and Remedies.* 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 work negligently or defectively performed.

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

L. *Town of Winter Park Business License.* Contractor agrees to possess and provide a current Town of Winter Park Business License.

Town of Winter Park

Winter Sand Specifications

July 2024

The Town of Winter Park is requesting bids for winter sand, screened and delivered to the Town of Winter Park Public Works Building for the 2024-2025 and 2025-2026 winter seasons. Interested bidders are required to use the attached bid form for all winter sand bid submittals to the Town of Winter Park.


The following conditions will apply:

1. The successful bidder will deliver to the Public Works Shop approximately 1100 Tons of salt sand per year.
2. Delivery shall occur during regular work hours of the public works department 7 a.m. to 5 p.m. Sunday thru Saturday. The contractor will notify public works 24 hours before delivery so equipment can be moved, and sand can be stacked.
3. Screened material must meet following specs.
Size- 3/8 minus
Salt percentage- 7%
4. Delivery can be requested from October 1 thru April 30th of each year.

Please fill in the following:

Name, Address and Telephone Number of Contractor: Flintstone Gravel Pit Inc.
PO Box 950, Granby CO 80446. Phone# (970) 887-0310
Phone: (970) 887-0310 Email: nick@flintstonegravel.com
\$ 44.50 per ton (year 1) \$ 45.50 per ton (year 2)

All bids must be emailed to tkline@wpgov.com on or before September 11th 2024. The Town of Winter Park reserves the right to reject or accept any bid. It shall be understood by all bidders that requested quantities are estimated and may vary from the actual quantity purchased, furthermore, there shall be no penalty imposed or variation in unit price should the Town request more or less material than what has been estimated. For questions, please contact Tim Kline at the Winter Park Public Works Dept 80500 US HWY 40, Winter Park, CO 80482, or at 970-726-8081 ext 214.

<u>Nick Waldow</u>	<u>President</u>
Print Name	Title
	<u>09/10/2024</u>
Signature	Date



MEMO

TO Town Council
FROM James Shockey, AICP, Community Development Director
THROUGH Shelia Booth, AICP, CPS Contracted Planner
DATE October 1, 2024
RE Annexation Petition for Connor-Bertron Addition (PLN24-076) and Resolution No. 2184, Series 2024

Property Owner: Connor-Bertron Holdings, LLC

Applicant: Cameron Bertron, Connor-Bertron Holdings, LLC

Location: 1010 – 1030 Vasquez Road, Winter Park, Colorado

Legal Description: A parcel of land situated in the SW Quarter of the SE Quarter of Section 32, Township 1 South, Range 75 West of the 6th PM, county of Grand, State of Colorado (the "Property")

Authority:

Pursuant to § 5-C-4 Annexation of the Winter Park Unified Development Code (the "UDC") and the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, as part of the resolution finding substantial compliance of annexation, the Town Council shall set a date, time and place to hold a hearing to determine if the proposed annexation complies with Section 30 of Article II of the State Constitution and sections § 31-12-104 and § 31-12-105. (C.R.S. § 31-12-108).

Annexation Summary:

The Town received a petition for annexation by Connor-Bertron Holdings, LLC, owners of the Property, which totals approximately 3.79 acres. Receipt of the petition was communicated to the Town Council on September 17, 2024. The Property is located on the south side of Vasquez Road west of Van Anderson Drive. The Property will be annexed as one parcel and is accompanied by a three lot minor plat proposed for single-family residential development. The Property is currently zoned Forestry/Open District in Grand County and is proposed for Low Density Residential (R-1) zoning in the Town of Winter Park. Zoning for the Property will be considered separately.

After conducting a review of the documents provided, staff has drafted the attached resolution of substantial compliance of the annexation petition, which sets the public hearing date for consideration of the annexation for November 19, 2024. Per state law, the public hearing shall be held not less than thirty days nor more than sixty days after the effective date of the resolution of substantial compliance. Notice of the annexation hearing shall be published once a week for four successive weeks (meaning five publications) in a newspaper of general circulation.

Annexation must meet the 1/6th contiguity requirements established in C.R.S. § 31-12-104(1)(a). The Property meets this requirement with a total contiguous boundary with the Town of Winter Park at 353.11 feet where a minimum of 293.03 feet is required.

Since the Property is less than 10 acres in area, no Annexation Impact Report is required.

Staff Recommendation:

Staff has reviewed the petition and finds it to be in substantial compliance with the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, and therefore recommends approval.

Staff recommend the Town Council adopt Resolution No. 2184, Series 2024, a Resolution of the Town Council of the Town of Winter Park Accepting a Petition for Annexation of Connor-Bertron Addition, a 3.79 Acre Parcel of Land Located in Unincorporated Grand County and Setting the Date of a Public Hearing on the Annexation.

TOWN OF WINTER PARK
RESOLUTION NO. 2184
SERIES OF 2024

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WINTER PARK ACCEPTING A PETITION FOR ANNEXATION OF THE CONNOR-BERTRON ADDITION, A 3.79 ACRE PARCEL OF LAND LOCATED IN UNINCORPORATED GRAND COUNTY, AND SETTING THE DATE OF A PUBLIC HEARING ON THE ANNEXATION

WHEREAS, pursuant to C.R.S. § 31-12-107, Connor-Berton Holdings, LLC, as owner of more than 50% of the territory proposed for annexation located in the SW Quarter of the SE Quarter of Section 32, Township 1 South, Range 75 West of the 6th P.M. in Grand County, has filed a petition for annexation (the "Petition") of that certain unincorporated territory to the Town, which land is more particularly described in Exhibit A attached to the Petition;

WHEREAS, at the September 17, 2024, Town Council meeting, Town Council was notified by the Town Clerk of the Petition; and

WHEREAS, pursuant to C.R.S. § 31-12-108, the Town may accept the Petition, if complete, and establish a date, time and place that the Town Council will hold a public hearing to consider the annexation and whether it meets the applicable requirements of the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.* (the "Act"); and

WHEREAS, the Town Council, at its regular meeting on October 1, 2024, reviewed the Petition and various documents submitted in support of the Petition.

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

Section 1. The Petition attached hereto is accepted as being in substantial compliance with the requirements of the Act.

Section 2. A public hearing to consider the Petition is set for November 19, 2024, at 5:30 p.m., at the Winter Park Town Hall Council Chambers, 50 Vasquez Road, Winter Park, Colorado, to determine if the proposed annexation complies with the Act and the Constitution of the State of Colorado, Article II, § 30, as amended.

Section 3. Any person living within the area proposed to be annexed, any landowner within the area proposed to be annexed, any resident of the Town, any resident of a municipality located within one mile of the proposed annexation, or the Board of County Commissioners of Grand County may appear at such hearing and present evidence upon any matter to be determined by the Town Council.

PASSED, ADOPTED AND APPROVED this 1st day of October 2024.

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk

ANNEXATION PETITION

PETITION FOR ANNEXATION **CONNOR BERTRON ADDITION**

TO: THE TOWN COUNCIL OF THE TOWN OF WINTER PARK, COLORADO

RE: PROPERTY KNOWN AS: A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SIC) (SW1/4SE1/4) OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE 6TH PM, COUNTY OF GRAND, STATE OF COLORADO IN SECTION 33, CONTAINING APPROXIMATELY 2.71 ACRES, MORE OR LESS.

The undersigned landowner, in accordance with the provisions of Title 31, Article 12, Part 1, Colorado Revised Statutes ("C.R.S."), as amended, hereby petitions the Town Council of the Town of Winter Park, Colorado for annexation to the Town of that certain unincorporated area situate and being in the County of Grand, and the State of Colorado, more particularly described on Exhibit A, attached hereto ("**Connor Bertron Addition**").

Petitioner further states as follows:

1. That the undersigned petitioner desires to develop Connor Bertron Addition into three (3) single family residential lots.

2. That it is desirable and necessary that Connor Bertron Addition be annexed to the Town of Winter Park, Colorado in accordance with C.R.S. § 31-12-104(1)(a).

3. That Connor Bertron Addition meets the requirements of C.R.S. § 31-12-104 and 31-12-105, as amended, in that:

a. Not less than one-sixth (1/6) of the perimeter of Connor Bertron Addition is contiguous with the existing boundaries of the Town of Winter Park, Colorado.

b. A community of interest exists between Connor Bertron Addition and the Town of Winter Park, Colorado.

c. Connor Bertron Addition is urban or will be urbanized in the near future and said area is integrated or is capable of being integrated with the Town of Winter Park, Colorado.

d. No land hereby proposed to be annexed, held in identical ownership, whether consisting of one (1) tract or parcel of real estate or two (2) or more contiguous tracts or parcels of real estate:

1. is divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels are separated by a dedicated street, road, or other public way; or

ii. comprising twenty (20) acres or more and which, together with the buildings and improvements situated thereon, has a valuation for assessment in excess of two hundred thousand dollars (\$200,000.00) for ad valorem tax purposes for the year next preceding the annexation is included within the property hereby proposed to be annexed

without the written consent of the landowner or landowners, unless such tract of land is situated entirely within the outer boundaries of the Town of Winter Park as they exist at the time of annexation.

e. No annexation proceedings have been commenced for the annexation to another municipality of part or all of Connor Bertron Addition.

f. The annexation of Connor Bertron Addition will not result in the detachment of area from any school district and the attachment of same to another school district.

g. The annexation of Connor Bertron Addition will not have the effect of extending the boundary of the Town of Winter Park more than three (3) miles in any direction from any point of the Town's boundary in any one (1) year.

h. If a portion of a platted street or alley is to be annexed, the entire width of said street or alley is included within the area to be annexed.

i. Reasonable access shall not be denied to landowners, owners of easements or the owners of franchises, adjoining any platted street or alley to be annexed that will not be bordered on both sides by the Town of Winter Park.

4. That attached hereto and incorporated herein by reference as Exhibit B are four (4) prints of the annexation map of Connor Bertron Addition, containing the following information:

a. A written legal description of the boundaries of Connor Bertron Addition.

b. A map showing the boundary of Connor Bertron Addition.

c. Within the annexation boundary map, a showing of the location of each ownership tract of un-platted land, and, with respect to any area which is platted, the boundaries and the plat numbers of plots or lots and blocks.

d. Next to the boundary of Connor Bertron Addition, a drawing of the contiguous boundary of the Town of Winter Park and the contiguous boundary of any other municipality abutting Connor Bertron Addition.

5. That the undersigned petitioner is the landowner of one hundred percent (100%) of Connor Bertron Addition, exclusive of the adjoining right of way to be owned by the Town of Winter Park.

6. That the undersigned petitioner signed this Petition for Annexation no more than one hundred eighty (180) days prior to the date of the filing of this Petition for Annexation.

7. That this Petition for Annexation satisfies the requirements of Article II,

Section 30, of the Constitution of Colorado in that it is signed by persons comprising more than fifty percent (50%) of the landowners in the area proposed to be annexed who own more than fifty percent (50%) of said area, excluding public streets, alleys and land owned or to be owned by the Town of Winter Park.

8. That the undersigned petitioner requests that the Town of Winter Park approve the annexation of Connor Bertron Addition pursuant to this Petition for Annexation, subject, however, to the following terms and conditions:

a. That the Annexation and Development Agreement to be submitted to Town Council contemporaneously with this Petition for Annexation, be approved, executed and delivered by the Town of Winter Park in substantially the same form as it is submitted;

b. That the undersigned's application for zoning approval of Connor Bertron Addition to be submitted to Town Council contemporaneously with this Petition for Annexation, be approved by the Town of Winter Park in substantially the same form as it is submitted;

c. That the entirety of Connor Bertron Addition be zoned as Low Density Residential – R-1; and

d. That general property taxes for Connor Bertron Addition shall not become effective until January 1 of the next succeeding year following passage of the Town's Annexation Ordinance.

9. That in the event any of the foregoing conditions set forth in paragraphs 8(a) through 8(d), inclusive, are not satisfied, then the undersigned petitioner shall have the right to withdraw this Petition for Annexation, and the annexation of Connor Bertron Addition pursuant to this Petition for Annexation and any Annexation Ordinance approving the same shall be deemed to be null and void and of no further force or effect.

10. That the undersigned petitioner understands and is cognizant of the fact that the Town of Winter Park is not legally required to annex Connor Bertron Addition, and that if the Town of Winter Park does annex Connor Bertron Addition, the annexation shall only be upon the terms and conditions described in Paragraphs 8, 9 and 11 hereof.

11. That in consideration of the foregoing statements, and in further consideration of the benefits which will accrue to the undersigned petitioner and the obligations resulting to the Town of Winter Park if Connor Bertron Addition is annexed to the Town of Winter Park, the undersigned petitioner agrees and covenants that upon the Town's Annexation Ordinance becoming effective and Connor Bertron Addition being annexed to the Town of Winter Park, all lands within the area sought to be annexed shall become subject to the ordinances, resolutions, rules and regulations of the Town of Winter Park, except for general property taxes which shall become effective on January 1 of the next succeeding year following passage of the Annexation Ordinance, and except as expressly modified by the terms and conditions of the final Annexation and Development Agreement mutually approved, executed and delivered by the Town of Winter Park and the undersigned petitioner.

12. That Cameron R. Bertron, whose address and phone number is 1145 Gaylord St., Denver, CO 80206, (720)201-7248, is authorized by the undersigned petitioner to process

this annexation request. The Town may contact this person regarding any matter related to this annexation request.

13. That whenever from the context it appears appropriate, each term stated in either the singular or plural will include the other, and pronouns stated in either the masculine, feminine or the neuter gender will include each of the other genders.

NOW, THEREFORE, the undersigned petitioner respectfully requests that the Town Council of the Town of Winter Park, Colorado, approve the annexation of Connor Bertron Addition to the Town of Winter Park.

**Connor-Bertron Holdings, a Colorado Limited
Liability Company**

By: 

Cameron R. Bertron, Manager

Date: July 12, 2024

EXHIBIT A

LEGAL DESCRIPTION OF CONNOR BERTRON ADDITION

A PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SIC) (SW1/4SE1/4) OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE 6TH PM, COUNTY OF GRAND, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SIC) (SW1 / 4SE 1 / 4) OF SAID SECTION 32; THENCE NORTH 89°17'56"WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 32 A DISTANCE OF 561.64 FEET, TO A POINT ON THE EASTERLY BOUNDARY OF COUNTY ROAD NO. 107; THENCE ALONG THE EASTERLY AND SOUTHERLY BOUNDARY OF COUNTY ROAD NO 107, THE FOLLOWING FOUR (4) COURSES:

1. NORTH 30°53'17" EAST A DISTANCE OF 109.71 FEET TO A POINT;
2. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 198.72 FEET, A DISTANCE OF 134.81 FEET, (THE CHORD OF WHICH BEARS NORTH 50°19'20" EAST, A DISTANCE OF 132.24 FEET) TO A POINT;
3. THENCE NORTH 69°45'23" EAST A DISTANCE OF 329.52 FEET TO A POINT;
4. THENCE SOUTH 81°05'13" EAST A DISTANCE OF 87.77 FEET TO A POINT, ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4SE1/4), OF SAID SECTION 32;

THENCE SOUTH 01°31'43" EAST, ALONG SAID EAST LINE. A DISTANCE OF 285.97 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. COUNTY OF GRAND, STATE OF COLORADO.

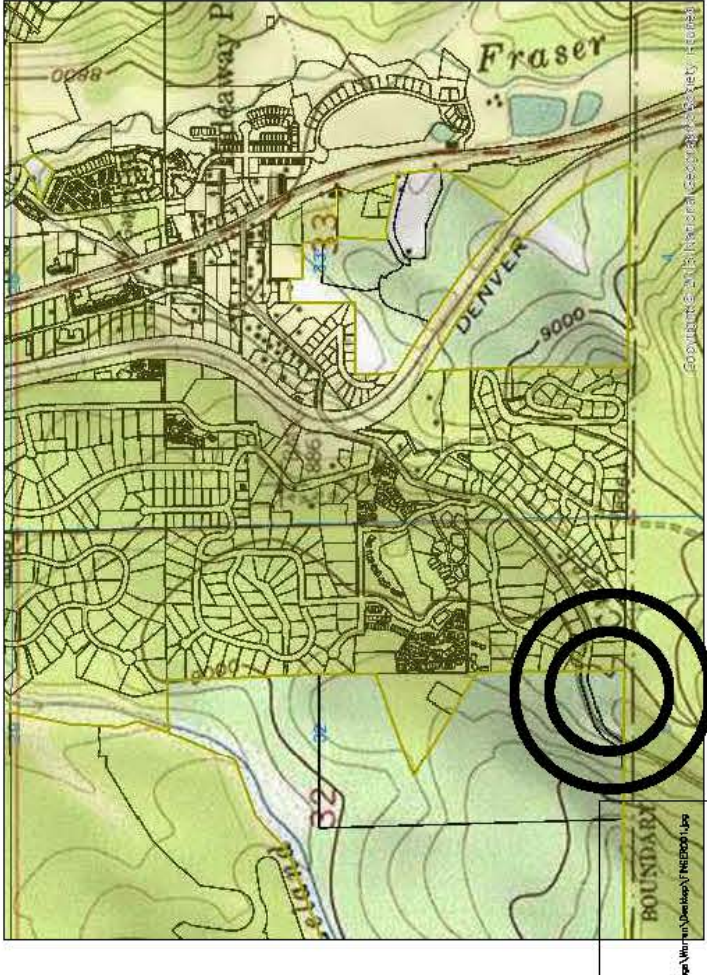
and that adjacent right of way described in Book 135 Page 110 described as follows:

That portion of a strip of land 66 feet in width situated within the southwest quarter of the southeast quarter (Sw¼SE¼) of Section 32, Township 1 South, Range 75 West of the sixth (6th) Principal Meridian, said strip being 33 feet on each side of the following described centerline:

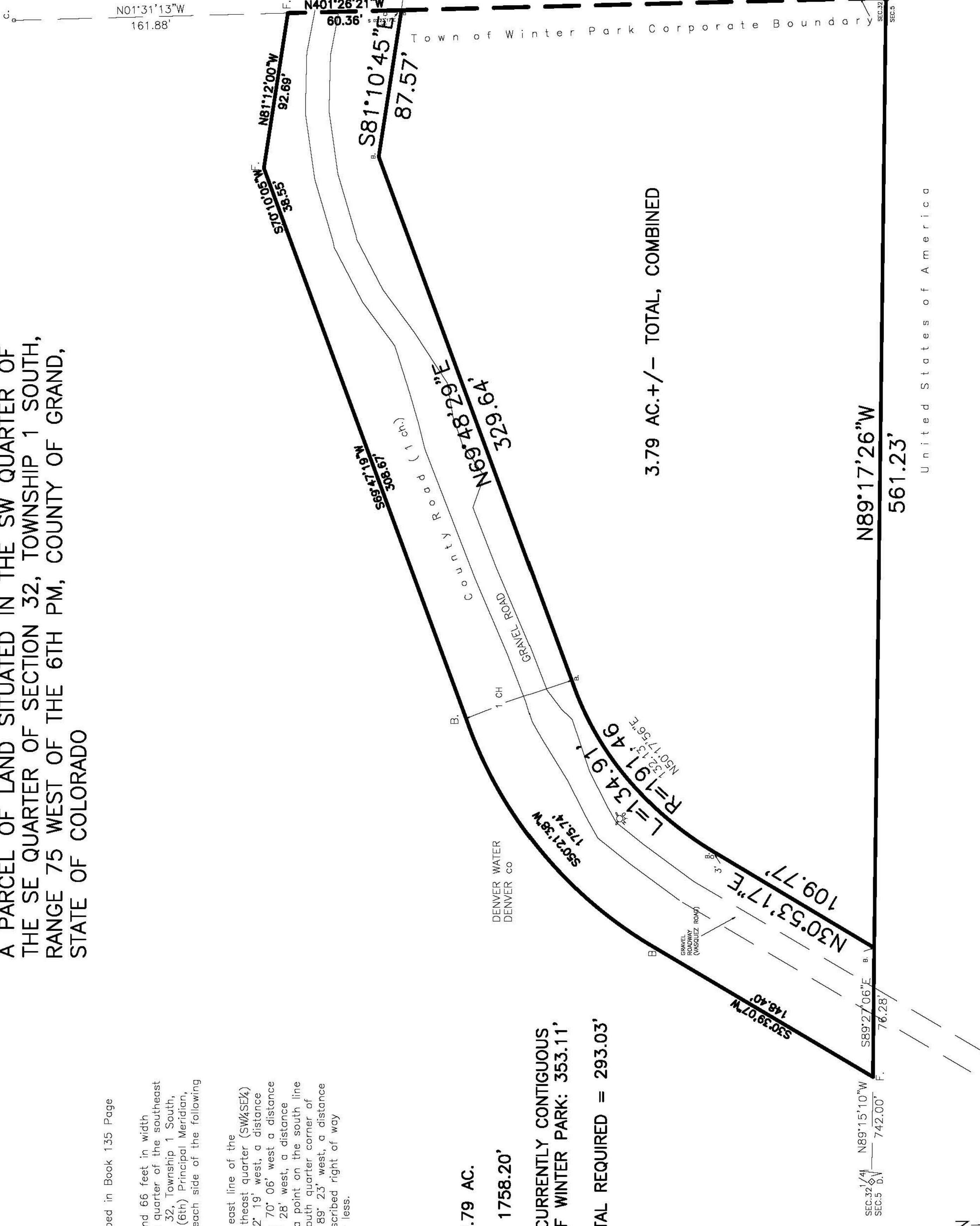
Beginning at a point on the east line of the southwest quarter of the southeast quarter (SW¼SE¾) of Section 32 bears south 72° 19' west, a distance of 1361.3 feet; thence south 70' 06' west a distance 470.0 feet; thence south 32" 28' west, a distance 264.4 feet more or less to a point on the south line of Section 32, whence the south quarter corner of said Section 32 bears north 89" 23' west, a distance of 717.6 feet. The above described right of way contains 1.11 acres more or less.

Connor-Bertron Addition ANNEXATION MAP

A PARCEL OF LAND SITUATED IN THE SW QUARTER OF THE SE QUARTER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE 6TH PM, COUNTY OF GRAND, STATE OF COLORADO



VICINITY MAP - SCALE: 1" = 2000.00'



3.79 AC. +/- TOTAL, COMBINED

N89°17'26"W
561.23'

United States of America

and that right of way described in Book 135 Page 110 described as follows:

That portion of a strip of land 66 feet in width situated within the southwest quarter of the southeast quarter (SW1/4SE1/4) of Section 32, Township 1 South, Range 75 West of the sixth (6th) Principal Meridian, said strip being 33 feet on each side of the following described centerline:

Beginning at a point on the east line of the southwest quarter of the southeast quarter (SW1/4SE1/4) of Section 32 bears south 72° 19' west, a distance of 1361.3 feet; thence south 70° 06' west, a distance of 470.0 feet; thence south 32° 28' west, a distance of 264.4 feet more or less to a point on the south line of Section 32, whence the south quarter corner of said Section 32 bears north 89° 23' west, a distance of 717.6 feet. The above described right of way contains 1.11 acres more or less.

ANNEXATION DATA:

- TOTAL ACREAGE: 3.79 AC.
- TOTAL PERIMETER: 1758.20'
- TOTAL PROPERTY CURRENTLY CONTIGUOUS WITH THE TOWN OF WINTER PARK: 353.11'
- MINIMUM % OF TOTAL REQUIRED = 293.03'

DEDICATION:
Known all people by these presents: That Connor-Bertron Holdings, LLC, is the owner of that real property situated in the Town of Winter Park, Colorado, described in Book 353 Page 834 as follows:

RECORD DESCRIPTION (LEGAL DESCRIPTION)
A PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4SE1/4) OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE 6TH PM, COUNTY OF GRAND, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4SE1/4) OF SAID SECTION 32; THENCE NORTH 89°17'58" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 32 A DISTANCE OF 561.64 FEET, TO A POINT ON THE EASTERLY BOUNDARY OF COUNTY ROAD NO. 107; THENCE ALONG THE EASTERLY AND SOUTHERLY BOUNDARY OF COUNTY ROAD NO 107, THE FOLLOWING FOUR (4) COURSES:

1. NORTH 30°53'17" EAST A DISTANCE OF 109.71 FEET TO A POINT;
2. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 198.72 FEET, A DISTANCE OF 134.81 FEET, (THE CHORD OF WHICH BEARS NORTH 50°19'20" EAST, A DISTANCE OF 132.24 FEET) TO A POINT;
3. THENCE NORTH 69°45'23" EAST A DISTANCE OF 329.52 FEET TO A POINT;
4. THENCE SOUTH 81°05'13" EAST A DISTANCE OF 87.77 FEET TO A POINT, ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4SE1/4), OF SAID SECTION 32; THENCE SOUTH 01°31'43" EAST, ALONG SAID EAST LINE, A DISTANCE OF 285.87 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, COUNTY OF GRAND, STATE OF COLORADO

By: Cameron Bertron Holdings, LLC
For: Connor-Bertron Holdings, LLC
In Witness Whereof, Connor-Bertron Holdings, LLC, has caused its name to be hereunto subscribed this day of _____, 20____, by Cameron Bertron as authorized representative of Connor-Bertron Holdings, LLC.

My Commission Expires: _____
Notary Public

TOWN OF WINTER PARK CERTIFICATE
This annexation map is to be known as "Connor-Bertron Annexation" to the Town of Winter Park and is approved and its validity is hereby accepted at the regular meeting of the Council of Winter Park, held on _____, 20____.

Approved and accepted by the Town of Winter Park, Colorado, this ____ day of _____, 20____.

Mayor _____
ATTEST: _____
Town Clerk _____

NOTES:

1. For title, reference is hereby made to Land Title Guarantee Company Order Number OX60016446:24236544
2. The County Road right of way is first referenced by deed at Book 135 Page 110. This record right of way appears to be superseded by a Denver Water Department survey referenced in Book 353 Page 834. Since the Denver Water Department owned the property on both sides of the right of way at the time, the undersigned recognizes that Book 135 Page 110 has been "vacated" by the Denver Water Department.
3. The nomenclature of the Public Land Survey System is defined by the Bureau of Land Management. The legal term for this aliquot part of Section 32 is "SW1/4SE1/4". Aliquot parts, Arabic numerals, and fractions within the PLSS, when written out into fully spelled grammatical English words, are done so redundantly, unnecessarily and grammatically incorrect.
4. A "bearing" (NW/SE, NE/SW) is a mathematical angular value with identical opposite angular values, which do not "go" in any direction.

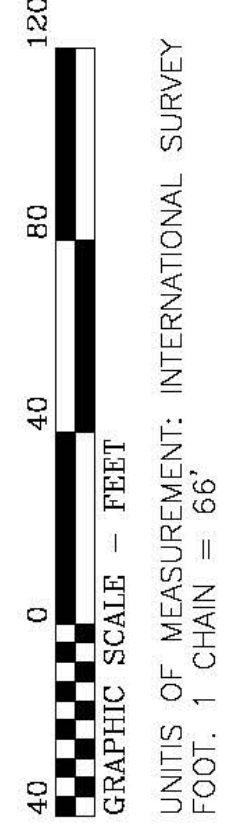


EXHIBIT B

- KEY:**
- A. - EXTANT PLSS CORNER NOTED, FOUND IRON PIPE, & WASHER STAMPED PLS 31942.
 - B. - FOUND PLASTIC CAPPED REBAR STAMPED PLS 12426.
 - C. - FOUND 1/2" REBAR
 - D. - EXTANT PLSS CORNER NOTED, FOUND 1933 BUREAU OF LAND MANAGEMENT BRASS CAP
 - F. - SET ALUMINUM CAPPED, 5/8" REBAR SCRIBED IS 25971.
 - + - DENOTES "NATIONAL FOREST" SIGN
- I, Warren Dale Ward, State of Colorado Registered Professional Land Surveyor Number 25971, hereby certify that this plat shows the results of a field survey done by me and under my responsible charge, based on facts known to me, complies with applicable statutes set forth by 38-51, CRS.

Warren Dale Ward
Colorado PLS 25971
Oklahoma PLS 1941

State of Colorado)
County of Grand) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by w ward.

My Commission Expires: _____

Notary Public _____

39°54'30" 7918N
105°47'51" 39474W