

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 22, 2024 – 4:00 p.m.

Dinner Provided



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

AGENDA

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

2. Executive Session Pursuant to:
 - a. C.R.S. 24-6-402(4)(e) to receive updates from negotiators, to instruct negotiators, and to determine positions relative to matters that are subject to negotiation with the Fraser River Development Co, LLC, regarding the work force housing requirements in the Roam development.
 - b. C.R.S. 24-6-402(4)(b) to hold a conference with the Town Attorney to receive legal advice on specific legal questions related to exactions imposed on private property during the development process.
 - c. C.R.S. 24-6-402(4)(a) and (e) to determine positions related to and instruct negotiators on matters related to pursuing the proposed gondola project and to discuss the purchase, acquisition, lease, transfer, or sale of real property interests needed to advance the proposed gondola project.

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

3. Resume Meeting 5:30 p.m.

4. Town Hall Meeting (*Public Comment*)

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

MINUTES

DATE: Tuesday, October 1, 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, 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, Finance Director Craig Rutherford, and Account Manager Karen Jackson

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 17, 2024, Regular Meeting Minutes**
 - 3.b. **Approval of September 23, 2024, Special Meeting Minutes**

Councilor Jeremy Henn moved and Mayor Pro Tem Jennifer Hughes seconded the motion approving the consent agenda. Motion carried: 7-0.

4. **Action Items**
 - 4.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**

Town Clerk Danielle Jardee stated a brief overview since this is the second reading, and East Grand Fire representative Ryan Mowrey is present if there are questions. Ms. Jardee stated this would amend the Town Code to add a fire and life safety inspection as a requirement to register or renew a short-term rental license. Ms. Jardee stated this is a requirement that East Grand Fire Department is implementing. Ms. Jardee stated it is a self-inspection done via an app through East Grand Fire Department, the cost is \$100.00 dollars. Ms. Jardee stated Winter Park property owners that short-term rent will have one year to get the inspection done, it will have to be done by October 1, 2025. Mayor Kutrumbos opened the public hearing, hearing no comments. Mayor Kutrumbos closed the public hearing.

Councilor Riley McDonough moved and Councilor Rebecca Kaufman 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, Second Reading and Public Hearing. Motion carried by following roll call vote:

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

4.b. Resolution 2181, A Resolution Authorizing a Contract for Plowing Services at Hideaway Place Apartments with Golden Eagle Snow Removal

Public Works Director Jamie Wolter stated Public Works put out to bid for snow removal at Hideaway Place and the Transit Maintenance Facility. Mr. Wolter stated two bids were received for Hideaway Place Apartments, Golden Eagle was the lower bid.

Councilor Art Ferrari moved and Councilor Riley McDonough seconded the motion approving Resolution 2181, A Resolution Authorizing a Contract for Plowing Services at Hideaway Place Apartments with Golden Eagle Snow Removal. Motion carried: 7-0.

4.c. Resolution 2182, A Resolution Authorizing a Contract for Plowing Services at the Transit Maintenance Facility with Conroy Excavating

Public Works Director Jamie Wolter stated two bids were received for snow removal for the new Transit Maintenance facility, Conroy Excavating was slightly less expensive. Mr. Wolter stated his trust in Conroy Excavating getting the job done due to their 20 plus years of experience with snow removal in commercial spaces.

Councilor Art Ferrari moved and Councilor Rebecca Kaufman seconded the motion approving Resolution 2182, A Resolution Authorizing a Contract for Plowing Services at the Transit Maintenance Facility with Conroy Excavating. Motion carried: 7-0.

4.d. Resolution 2183, A Resolution Authorizing a Contract for Sand and Gravel Supplier with Flintstone Gravel

Public Works Director Jamie Wolter stated Public Works went out to bid for sand and gravel, two bids were received, Flintstone Gravel was slightly less expensive. Mr. Wolter stated the Town has used them the past five years, they are timely and dependable.

Councilor Art Ferrari moved and Mayor Pro Tem Jennifer Hughes seconded the motion approving Resolution 2183, A Resolution Authorizing a Contract for Sand and Gravel Supplier with Flintstone Gravel. Motion carried: 7-0.

4.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

Community Development Director James Shockey stated this is a request to annex a parcel of property and set a public hearing date to determine if property is eligible for annexation. Mr. Shockey stated the proposed public hearing date is November 19, 2024, at 5:30 p.m. Mr. Shockey stated the 3.79-acre parcel of land is located at the end of Vasquez Road and used to be

owned by Mountain Parks Electric. Mr. Shockey stated Staff recommends starting the annexation process by adopting this resolution. Councilor Art Ferrari asked if he remembered the plans for that parcel that were seen awhile ago which were for single family homes. Mr. Shockey stated the proposed plan is to subdivide into three parcels for single family homes off Vasquez Road.

Councilor Art Ferrari moved and Councilor Michael Periolat seconded the motion approving 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 for November 19, 2024, at 5:30 p.m. Motion carried: 7-0.

5. Town Manager's Report

Town Manager Keith Riesberg stated regarding the formation of the Winter Park URA (Urban Renewal Authority), we do anticipate the Mayor will have his proposed mayoral appointment to that Board and will submit it to Council for your approval at the October 22, 2024, Council meeting. Mr. Riesberg stated following that meeting we will file notification with DOLA (Department of Local Affairs) regarding the formation of the URA. Mr. Riesberg stated then after that, call for a formation meeting and start moving into the actual meeting and progression of the URA. Mr. Riesberg stated in preparation for winter, we are taking steps to ensure our Lift transit operations are ready for the upcoming ski season. Mr. Riesberg stated Transdev's new Manager has started and has been a tremendous addition to their operations and Transit Manager Charles McCarthy is working closely with him to address several issues. Mr. Riesberg stated all busses are getting new tablets installed which is critical to ensure the app will work this season. Mr. Riesberg stated all the busses are operational and are going through preventative maintenance which includes ensuring that we have working cameras on all the busses. Mr. Riesberg stated for winter we are also working on expanding staff at Public Works. Mr. Riesberg stated going into this winter Public Works Staff will be evaluating snow removal procedures and operations to identify where we may need to make changes as we move forward. Mr. Riesberg stated at workshop you received the 2023 fiscal year audit which was a clean audit. Mr. Riesberg stated his thanks to the Finance Department for all the work they have done for the audit.

6. Mayor's Report

Nothing to report.

7. Town Council Items for Discussion

Councilor Riley McDonough asked about Telemark Drive and if they are going to patch the road up better than the current state. Public Works Director Jamie Wolter stated yes, they are going to come back and do a proper patch. Mayor Nick Kutrumbos asked about the pedestrian easement between Gravity Haus and Active Images that goes from Hwy 40 to Ski Idlewild Road, and if we have taken any consideration into keeping that clear so people can walk from the Roam development to Hwy 40. Town Manager Keith Riesberg stated that is where we have a pedestrian easement and we have not looked at that operationally, Staff can discuss internally. Councilors stated they are going to the MT2030 (Mountain Towns 2030) Conference and CAST (Colorado Association of Ski Towns) in a few weeks in Jackson Hole.

There being no further business to discuss, upon a motion regularly adopted, the meeting was adjourned at 5:46 p.m.

The next scheduled meeting of the Town Council will be Tuesday, October 22, 2024, at 5:30 p.m.

Danielle Jardee, Town Clerk



MEMO

TO Town Council
FROM Jamie Wolter, Public Works Director
CC Town Manager Keith Riesberg
DATE October 17, 2024
RE OLRT MOU – GRANT AWARD – FRT REPAVING

The Town was awarded an Open Lands Rivers and Trails (OLRT) Grant in the amount of \$250,000 on October 15, 2024, by the Grand County Board of County Commissioners. This grant award is for the repaving the Fraser River Trail.

The grant award requires signature on an MOU, this is required prior to funds being distributed to the town. This MOU and the Letter of award are included in the Council Packet.

The Public Works Department plans to put this project out to bid late 2024 with a construction timeline for fall of 2025. I am requesting permission for the Town Manager Keith Riesberg be authorized to sign this document by the Winter Park Town Council.

The estimated cost of this project is \$648,457 and the OLRT grant award is for \$250,000. This grant application was previously approved by Town Council. The Town has committed \$398,457 from the General Fund for Capital projects to accomplish this project.

TOWN OF WINTER PARK

RESOLUTION NO. 2185
SERIES OF 2024

A RESOLUTION AUTHORIZING EXECUTION OF GRAND COUNTY MEMORANDUM
OF UNDERSTANDING, GRANT AWARD FOR FRASER RIVER TRAIL REPAVING

WHEREAS the TOWP was awarded a Grand County Open Lands, Rivers and Trails (OLRT) Grant in the amount of \$250,000 by the Grand County Board of County Commissioners for the repaving of the Fraser River Trail; and,

WHEREAS the acceptance of the grant funds requires the Town enter into a Memorandum of Understanding with Grand County; and,

WHEREAS the estimated cost of the repaving project is \$648,457 and Town Council committed \$398,457 to the cost of the project; and,

NOW THEREFORE, BE IT RESOLVED that the Town Council of Winter Park, Colorado hereby authorizes the Town Manager to execute the MOU and receive said grant funds and move forward with the repaving of the Fraser River Trail.

APPROVED AND PASSED this 22nd day of October, 2024 by a vote of _____ to _____.

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk

2024
MEMORANDUM OF UNDERSTANDING BETWEEN
COUNTY OF GRAND, STATE OF COLORADO, BY AND THROUGH ITS BOARD OF
COUNTY COMMISSIONERS, AND
TOWN OF WINTER PARK

This Grant Agreement (“Agreement”) is entered into this ____ day of _____, 2022, by and between the Board of County Commissioners of the County of Grand, State of Colorado (“Grand County”), and Town of Winter Park (the "Grantee") (each a "Party" and together, the "Parties").

WHEREAS, pursuant to Grand County Resolution 2016-8-18, as amended by Resolution 2016-9-4, and approved by a vote of registered voters of Grand County, Colorado on November 10, 2016, and by Resolution 2023-08-08, approved by registered voters on November 7, 2023, Grand County is authorized to collect and hold in the Open, Rivers, and Trails Fund (Open Lands Fund), approve the use of, and distribute funds collected through a countywide voter approved tax to be used for the following purposes: keeping water in the Colorado and other rivers for agriculture, ranching, and outdoor recreation; to the protection, conservation, and acquisition of agricultural lands, natural areas, scenic open lands, wildlife habitat, wetlands, and river access; to wildfire mitigation and prevention; for water quality and river restoration projects; and for maintenance and creation of hiking, biking and multi-use trails (OLRT Program); and

WHEREAS, pursuant to the above referenced resolutions and voter approved ballot issue, the Board of County Commissioners of the County of Grand, Colorado (Board) appointed members to the Grand County Open Lands, Rivers, and Trails Advisory Committee (Advisory Committee) to receive, consider, and make recommendations on applications and requests for grant funds from the Open Lands Fund; and

WHEREAS, the Advisory Committee has recommended for approval by the Board an application and request from Grantee for a grant from the Open Lands Fund in an amount and for the purposes more fully described in Exhibit A hereto, which is incorporated herein by reference as if fully set forth herein; and

WHEREAS, Grand County held a public hearing regarding Grantee’s application, considered the application and Advisory Committee’s recommendations, and determined the application and funding request complied with the intent, terms, and conditions of the voter approved resolutions governing distribution and use of Open Lands Fund funds, and accordingly, approved Grantee’s application for funding; and

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions of granting the funds (Grant Funds) to Grantee as well as set forth the parties respective rights and responsibilities.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

The Parties agree to be bound by the following terms and conditions:

1) Scope of Work and Purposes For Which Grant Funds are Approved

Grantee shall exercise the due diligence necessary to undertake and complete the acquisition of interests and/or trail maintenance work, and related duties, to achieve the purposes and objectives of the Grant Funds as approved by the Board and consistent with Exhibit A. Grantee shall perform the work in a skillful, professional, and competent manner. Grantee shall provide qualified staff persons to administer and oversee this grant.

Grand County is responsible for awarding and distributing the Grant Funds. The Advisory Committee will collect and maintain grant reports. All correspondence should be directed to the Administrator for the Advisory Committee.

2) Payment of Grant Funds

The total amount of Grant Funds to be paid to the Grantee is **\$250,000.00** for the completion of the acquisitions, work, or objectives described in paragraph 1 of this Agreement and Exhibit A. The Advisory Committee Administrator shall be the point of contact to discuss funding needs and schedule issues.

If Grant Funds are to be paid out in a manner other than a lump sum, the parties shall attach a payment schedule approved by the Advisory Committee Administrator and Board as its own, separate exhibit to this Agreement, which exhibit shall be incorporated herein by reference as if fully set forth herein. Provided, however, the Board retains full discretion to alter any agreement on the timing and manner of disbursement of Grant Funds.

Acquisition of Property Interests with Grant Funds:

Where Grant Funds are to be utilized for the acquisition of interests in land or water, some or all of the approved Grant Funds may, at the discretion of the Board, be disbursed directly to a Title Company or other escrow agent.

Where Grant Funds are to be utilized for the acquisition of interests in land or water, Grantee shall, at least 14 days prior to any scheduled closing, provide copies of all final documentation for the transaction to the Advisory Committee Administrator for Advisory Committee Administrator and Board review and approval. Such documentation includes, but is not limited to, property, easement, or restrictive covenant descriptions, deeds, appraisals, title commitments, baseline documentation reports, land easement plans, and other legal documents required for completion of the property interest acquisition. Grant Funds shall not be disbursed for the cost of acquisition of property interests without prior review and approval of all relevant documentation by Board and Advisory Committee Administrator.

3) Certification and Maintenance of Exempt Status and Eligibility to Receive Funds

If Grantee is approved to receive grant funding for less than fee interests in real property, fee simple interests, or water rights acquisition, as set forth in Section V(C) of Grand County Resolution 2023-08-08, Grantee certifies that it is either: Grand County, Colorado; an incorporated municipality located within Grand County, Colorado, a conservation district established pursuant to C.R.S. §35-70-101 et. seq., a qualified nonprofit land conservation organization as defined at 26 U.S.C. 170(h)(3) or as accredited to hold conservation easements by the Land Trust Alliance Commission, or a 501(c)(3) environmental non-profit organization. If Grantee is approved to receive grant funding for maintenance of hiking and biking trails, Grantee certifies that it is either: Grand County, Colorado; an incorporated municipality located within Grand County, Colorado, or; a nonprofit organization.

4) Final Report

Grantee agrees to submit a full and complete final report to Grand County on the use of Grant Funds, compliance with the terms of the grant.

For Trails Projects: The complete final report must be submitted no later than 30 days after the completion of your project or by **November 1, 2025**. If the project will not be completed by **November 1, 2025**, Grantee must submit an update on the project and request for an extension. This letter must include current accomplishments, the nature of the delay in completing the project, and a request for an extension with a stated date of completion. Final Reports or project updates are mandatory to ensure eligibility to receive future funding.

If Grantee has unused Grant Funds after completion of the project, Grantee shall notify Advisory Committee Administrator and return all remaining funds promptly to the Open Lands Fund by remitting them to the Grand County Treasurer at Grand County, Colorado, PO Box 264, Hot Sulphur Springs, CO 80451. Failure to submit final reports or return unused funds is a material breach of this Agreement and makes the Grantee ineligible for future grants.

FINAL REPORTS ARE MANDATORY.

5) Records

Grantee agrees to maintain its financial books and records in such a manner that the receipts and expenditures of the Grant Funds will be shown separately in such books and records in an easily identified and verifiable form. Grantee agrees to keep records of receipts and expenditures of Grant Funds and supporting documentation for at least seven (7) years after the completion of the use of the Grant Funds, and to make such books, records, and supporting documentation available for inspection at reasonable times from the time of its acceptance of this grant through such period. Grantee agrees to provide all books and records, including receipts and expenditures, within 24 hours of request by Grand County.

6) Acknowledgement of Support

All collateral materials related to the project shall acknowledge Grand County's and Advisory Committee's support including press releases, articles, newsletters, website postings, social media, magazine and/or radio advertisements, or other means of communication.

7) Insurance - Grantee

a. During the term of this Agreement, and any extension(s) hereof, Grantee agrees that it will keep in force an insurance policy or policies, issued by a company authorized to do business in Colorado, in the kinds and minimum amounts specified below unless specifically waived herein. In the event of cancellation of any such coverage, Grantee shall immediately notify Grand County of such cancellation,

- (1) Standard Worker's Compensation and Employer's Liability as required by State Statute, including occupational disease; covering all employees on or off the work site, acting within the course and scope of their employment.
- (2) General, Personal Injury, Professional, Automobile Liability (including bodily injury, personal injury and property damage) with minimum coverage of:
 - a. Occurrence basis policy: combined single limit of \$1,200,000 or Claims-Made policy: combined single limit of \$1,200,000; plus an endorsement, certificate, or other evidence that extends coverage two years beyond the performance period of this Agreement.
 - b. Annual Aggregate Limit policy: Not less than \$1,200,000 plus agreement that the Grantee will purchase additional insurance to replenish the limit to \$1,200,000 if claims reduce the annual aggregate below \$1,200,000.
 - c. Grand County shall be named as an additional insured on all liability policies.
 - d. The insurance shall include provisions preventing cancellation without thirty (30) calendar days prior to written notice to Grand County by certified mail.
 - e. Upon execution of this Agreement, the Grantee shall provide to Grand County additional insured endorsements and certificates of the required insurance coverage.
 - f. The Grantee shall provide such other insurance as may be required by law, or in a specific solicitation.
 - g. If the Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, 24-10-101, et sec., C.R.S. as amended ("Act"); the Grantee shall maintain such insurance, by commercial policy or self-insurance, as is necessary to meet then Grantee's liabilities under the Act. Proof of such insurance shall be provided upon request by Grand County.

8) Grantee Representations - Licenses/Approvals/Insurance:

Grantee certifies that, at the time of entering into this Agreement, it has currently in effect all necessary licenses, certifications, approvals, and insurance required to properly provide the services and/or supplies covered by this Agreement. Additionally, all employees of Grantee performing services under this Agreement shall hold the required license or certification, if any, to perform their responsibilities. Any revocation, withdrawal, or nonrenewal of necessary license, certification, approval, or insurance required for the Grantee to properly perform this Agreement shall be grounds for termination of this Agreement by Grand County.

The Grantee further certifies that, if it is a corporation, it currently has a Certificate of Good Standing or Certificate of Existence to do business in Colorado. Proof of such certification shall be provided upon request by Grand County.

9) Records Maintenance

The Grantee shall maintain a complete file of all records, documents, communications, and other materials which pertain to the operation of the program/project or the delivery of services under this Agreement. Such files shall be sufficient to properly reflect all direct and indirect costs of labor, materials, equipment, supplies and services, and other costs of whatever nature for which a Grant Funds payment was made. These records shall be maintained according to generally accepted accounting principles and shall be easily separable from other Grantee records.

10) Performance Monitoring

Grantee shall permit Grand County and any other governmental agency authorized by law, or their authorized designee, to monitor all activities conducted by the Grantee pursuant to the terms of this Agreement. The monitoring agency may, in its sole discretion as it may deem necessary or appropriate, determine such monitoring may consist of internal evaluation procedures, reexamination of program data, special analysis, on-site verification, formal audit examinations, or any other reasonable procedures. All such monitoring shall be performed in a manner that will not unduly interfere with contract work.

11) Audits

a. General: Grantee authorizes Grand County or its representatives to perform audits and/or inspections of Grantee's records at any reasonable time during the term of this Agreement and for a period of seven (7) years, (unless Grand County determines a longer timeframe is required) following the date of final payment under this Agreement, to assure compliance with its terms and/or to evaluate Grantee's performance.

Any Grant Funds that have been improperly received or paid out by Grantee shall be immediately returned to Grand County, and/or further payments to grantee will be suspended pending resolution of the matter.

b. Single Audit Clause: All state and local governments and non-profit organizations receiving more than \$750,000 from all funding sources, that are defined as federal financial assistance for audit purposes, shall comply with the audit requirements of 2 CFR Part 200 (Uniform Guidance).

12) Conflict of Interest

During the term of this Agreement, Grantee shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with Grantee fully performing its obligations under this Agreement.

Additionally, Grantee acknowledges that, in governmental contracting, even the appearance of a conflict of interest is harmful to the interests of Grand County. Thus, Grantee agrees to refrain from any practices, activities, or relationships which could reasonably be considered to be in conflict with Grantee fully performing its obligations to Grand County under the terms of this Agreement, without the prior written approval of Grand County.

In the event that Grantee is uncertain whether the appearance of a conflict of interest may reasonably exist, Grantee shall submit to Grand County a full disclosure statement setting forth the relevant details for Grand County's consideration and direction. Failure to promptly submit a disclosure statement or to follow Grand County's direction in regard to the apparent conflict shall be grounds for termination of this Agreement.

Neither Grantee nor any of its employees, volunteers or agents shall, at any time during the term of this Agreement, do work for, nor shall they have any financial interest or other relationship with, any entity or project which would constitute a conflict of interest or influence or otherwise jeopardize the professional judgment of Grantee in connection with the Project.

13) Conformance with Law

Grantee shall at all times during the term of this Agreement strictly adhere to all applicable federal and state laws and implementing regulations as they currently exist and may hereafter be amended. Grantee shall also require compliance with these statutes and regulations in subcontract agreements, if any, permitted under this Agreement.

Grantee also shall comply with any and all laws and regulations prohibiting discrimination in the specific programs(s) which is/are the subject of this Agreement. In consideration of and for the purpose of obtaining any and all federal and/or state financial assistance, Grantee makes the following assurances and certification, upon which Grand County relies.

- a. Grantee will not discriminate against any person on the basis of race, color, national origin, age, sex, religion and handicap, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related conditions, in performance of work under this Agreement.
- b. At all times during the performance of this Agreement, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied benefits of the service, programs, or activities performed by Grantee, or be subjected to any discrimination by Grantee.
- c. Grantee shall take all necessary affirmative steps, as required by 45 CFR 92.36(e), Colorado Executive Orders D0055 87 and D0005 94 and State Procurement Rules, to assure that small and minority businesses and women's business

enterprises are used, when possible, as sources of supplies, equipment, construction, and services purchased under this Agreement.

14) Assignment/Delegations/Subcontracting

Except as herein specifically provided otherwise, the duties and obligations of Grantee arising hereunder cannot be assigned, delegated nor subcontracted except with the express prior written consent of Grand County.

15) Remedies

The Grand County Manager or designee may exercise the following remedial actions, in addition to all other remedial actions authorized by law, should s/he find that Grantee substantially failed to satisfy the work, activities, acquisitions, and agreements set forth in this Agreement and the exhibits hereto. Substantial failure to satisfy the work, activities, acquisitions, and agreements set forth in this Agreement and the exhibits hereto shall be defined to mean incorrect or improper activities or inaction by Grantee, any of which is a material breach of this Agreement. Remedial actions available to Grand County include, but are not limited to:

- a. Deny or Withhold payment to the Grantee until the necessary services or corrections in performance are satisfactorily completed;
- b. Deny payment or recover reimbursement for those funds, services, or deliverables which have not been performed and which due to circumstances caused by the Grantee cannot be performed or if performed would be of no value to Grand County and recover funds for failure to comply with the agreements, obligations, and duties set forth herein.
- c. Incorrect payments to Grantee due to omission, error, fraud, and/or defalcation shall be recovered from Grantee by deduction from subsequent payments under this Agreement between Grand County and Grantee, or by Grand County as a debt due to Grand County or otherwise as provided by law.

16. Termination

a. Termination for Default: Grand County may terminate this Agreement for cause without compensation for termination costs. If Grand County terminates this Agreement for cause, it will first give ten (10) days prior written notice to Grantee, stating the reasons for cancellation, procedures to correct problems, if any, and the date this Agreement will be terminated in the event problems have not been corrected.

- (1) In the event this Agreement is terminated for cause, Grand County will only reimburse Grantee for acceptable work or deliverables received up to the date of termination.
- (2) In the event this Agreement is terminated for cause, final payment to Grantee may be withheld at the discretion of Grand County until completion of final audit.

b. Termination for Convenience: Grand County shall have the right to terminate this Agreement by giving Grantee at least thirty (30) days prior written notice. If notice is so given, this Agreement shall terminate on the expiration of the specified time period, and the liability of the parties hereunder for further performance of the terms of this Agreement shall thereupon cease, but the parties shall not be released from the duty to perform their obligations up to the date of termination.

c. Immediate Termination: This Agreement is subject to immediate termination by Grand County in the event that Grand County determines that the health, safety, or welfare of people or property within Grand County may be in jeopardy. Additionally, Grand County may immediately terminate this Agreement upon verifying that Grantee has engaged in or is about to participate in fraudulent or unethical acts.

17. Severability

To the extent that this Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of this Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity of failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.

18. Integration of Understandings

This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous additions, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved by the Board.

19. Exhibits - Interpretation

a. Unless otherwise stated, all exhibits referenced herein are incorporated herein and made a part of this Agreement.

b. The terms of this Agreement shall control over any conflicting terms in any of its attached exhibits.

20. Indemnification

The Parties shall hold harmless each other and their respective officials, officers, and employees from all costs, claims, and expenses arising from claims made by any person in connection with the acts or omissions of, or representations by, the other Party. This Section shall not apply to claims by third parties against a Party to the extent that the Party is liable to such third party for such claim without regard to the involvement of the other Party.

21. Notices

Any notice required under this Agreement may be personally delivered or mailed in the United States mails, first class postage prepaid to the party to be served at the following addresses:

Grantee: Town of Winter Park
PO Box 3327
Winter Park, CO 80482

County: Grand County Board of Commissioners
P.O. Box 264
Hot Sulphur Springs, CO 80451

OLRTC Administrator: Anna Drexler-Dreis
PO Box 838
Tabernash, CO 80478

Notices personally served shall be deemed served on the date of delivery. Notices mailed shall be deemed served the next business day following the date of mailing if mailed in the State of Colorado, otherwise on the date which is two business days following the date of mailing.

22. Entire Agreement

This Agreement constitutes the entire agreement between the parties and may not be amended except by a written document executed by all parties to this Agreement.

23. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and which together shall constitute a single instrument.

24. Choice of Laws and Venue

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado without reference to choice of law rules. The parties agree that venue in any action to enforce or interpret this Agreement shall be only in the 14th Judicial District Court in and for the County of Grand, State of Colorado.

25. Governmental Immunity

Nothing contained herein shall constitute a waiver of either Party's Governmental Immunity.

26. Further Funding

Grantee acknowledges that the Grand County Board of County Commissioners and representatives have made no actual or implied promise of funding except for the amounts specified by this Agreement. If any of the Grant Funds are returned or if the grant is rescinded, Grantee acknowledges that the Open Lands, Rivers, and Trails Advisory Committee will have no further obligation to Grantee in connection with this grant and/or Agreement as a result of such return or rescission.

However, the foregoing is not intended to prohibit the Board of County Commissioners from providing Grantee an additional grant at the termination of the Grant Funds award described in

this Agreement, upon the submission of a new proposal, if the Advisory Committee and the Board, in their sole discretion, determine that an additional grant is appropriate. However, any breach, or other violation of this Agreement may result in denial of future funding at the sole discretion of the Advisory Committee or Board.

The Parties agree to be bound by the terms and conditions set forth herein.

GRANTEE: _____.

By: _____

Print Name/Title: _____

BOARD OF COUNTY COMMISSIONERS, COUNTY OF GRAND, STATE OF COLORADO:

By: _____
Merrit Linke, Chairman
Board of County Commissioners

ATTEST

Jolene Linke Clerk

Administrator
olrtac@co.grand.co.us

Accepted by:

Name: _____ Signature: _____
(Please Print)

Title: _____

Date: _____

EXHIBIT A

Applicant: Town of Winter Park

Project Name: Fraser River Trail Repaving

Brief Description: *Town of Winter Park is requesting \$250,000, which is 39% of the total project cost.* This is a repaving project that will involve mill and overlay in some areas and grinding full depth then compacting and replacing with 3” of new asphalt in others. The section needing maintenance work starts just past the entrance to Roam and terminates at Telemark Drive in Old Town and is 1.8 miles in total. The last time this trail was paved was 20 years ago and now has significant cracks, heaves, and depressions that create hazards for the more than 60,000 annual users. The trail is a vital connection along the Fraser River between the Town of Winter Park and the Winter Park Resort and the Fraser Valley.

Funding: With an average score of 71.3/100, OLRTAC recommends fully funding the grant request. Unanimous recommendation by all Committee members present and with Brian Kelly (District 1 rep) abstaining due to a conflict of interest. Due to funds availability, this project will be funded partially from 2016 Uses Trail Maintenance at \$20,074.67 and the remainder from 2023 Trails & Wildlife Prevention at \$229,925.33. Recommendation approved by Grand County Board of County Commissioners on October 15, 2024.



MEMO

TO Mayor and Town Council
FROM Dani Jardee, Town Clerk
CC Keith Riesberg, Town Manager
DATE October 18, 2024
RE Winter Park Urban Renewal Authority – Mayoral Appointment to the Board

Background

On September 17, 2024, Council approved Resolution 2179, A Resolution of the Town Council of the Town of Winter Park, Colorado, establishing the Winter Park Urban Renewal Authority. This Resolution designates the Town Council to serve as the Urban Renewal Authority for the Town and designates the Mayor as the Chairperson of the Board of Commissioners. The Resolution also has four appointees to the Board of Commissioners, a County Appointee, a Special District Appointee, a School District Appointee, and a Mayoral Appointee. At the time of the Resolution's approval the Mayoral Appointee was left open to allow the Mayor more time to consider his appointee.

Analysis

Mayor Nick Kutrumbos has decided to appoint Jack DiCola to the URA Board of Commissioners.

Winter Park Urban Renewal Authority Board of Commissioners are as follows:

Mayor Nick Kutrumbos (Board Chairperson)

Mayor Pro Tem Jennifer Hughes

Councilor Jeremy Henn

Councilor Michael Periolat

Councilor Riley McDonough

Councilor Art Ferrari

Councilor Rebecca Kaufman

County Appointee Rich Ciminio

Special District Appointee Scott Ledin

School District Appointee Chris Raines

Mayoral Appointee Jack DiCola

Recommendation

The Council approved Resolution 2179 establishing the URA Board, now Council needs to approve Mayor Nick Kutrumbos' s Mayoral appointment of Jack DiCola to be a Board Commissioner.

To approve the Mayoral appointment the following motion should be made:

I move to approve the Mayoral Appointment of Jack DiCola to the Winter Park Urban Renewal Authority Board of Commissioners.

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



MEMO

TO Mayor and City Council
FROM Keith Riesberg, Town Manager
CC
DATE October 18, 2024
RE Authorizing actions for acquisition of required easements

Background

The Town of Winter Park has been actively working to secure the remaining easements required for a future gondola connection between downtown Winter Park and the base area of the Winter Park Resort. The Town Council has previously approved an Agreement for Possession and Use (APU) for properties at 64 and 68 Idlewild Lane. The Town is currently pursuing an APU with properties in Beaver Village for access and gondola easements, with the intent of finalizing the APU before the end of this year. Resolution 2186 declares the easements being acquired serve a public purpose and declares its intent to acquire these easements, if necessary, through the exercise of the power of eminent domain. The Resolution authorizes the Town Manager in consultation with the Town Attorney, to make reasonable and good faith offers to purchase the easements. The Resolution also authorizes execution of an APU with Beaver Village as well as other actions that may be necessary to secure the required easements.

Analysis

The Town has been working to secure the easements that will allow for the construction and operation of a gondola and trail that will connect downtown Winter Park to the Winter Park Resort. The Town prepared legal descriptions of the easements required from the property owners for the access, construction, operation, repair and use of the gondola and trail. The Town has made good faith efforts to secure the required easements from the property owners. An APU has been executed with the property owners of 64 and 68 Idlewild Lane. An APU is being drafted for the acquisition of the required easements from Beaver Village Filing 2 and Filing 3.

The Town has secured appraisals of the easements to be acquired and is working to acquire the easements through negotiations with the various property owners or representatives. Funds are budgeted for the anticipated acquisition of these easements as

well as other potential property purchases contemplated by the Town. The Town has presented offers for the acquisition of the easements to the property owners and are in the process of exchanging appraisals. Resolution 2186 authorizes the Town Manager in consultation with the Town Attorney to negotiate the acquisition of the easements. The final approval of the negotiated purchase price of the easements will be made by the Town Council at a public meeting.

While it is the Town's intent to acquire the easements through good faith negotiations, Resolution 2186 declares the easements as needed for a public purpose and authorizes the Town Manager to comply with the procedural requirements to use eminent domain if necessary to acquire the easements. Even if the Town and the property owners are able to come to an agreed price, we do anticipate proceeding with a condemnation action for the Beaver Village easements to ensure clear title to the easements.

Recommendation

It is the Town Council's decision whether to approve the Resolution 2186 authorizing the continued efforts to acquire the easements required for the gondola project. Staff does recommend approval of Resolution 2186 as condemnation will be needed to ensure clean title for some of the easements.

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

I move to approve Resolution 2186 Authorizing Negotiations, Purchase, and the Exercise of the Town's Power of Eminent Domain to Acquire Certain Real Property Interests Necessary For Public Purposes in Connection with The Town's Gondola Project as presented.

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

I move to deny Resolution 2186 Authorizing Negotiations, Purchase, and the Exercise of the Town's Power of Eminent Domain to Acquire Certain Real Property Interests Necessary For Public Purposes in Connection with The Town's Gondola Project as presented.



Should the Town Council choose not to move forward with the Resolution as presented, the Town staff will continue the various efforts underway to secure the easements required for the future gondola and trail.

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

TOWN OF WINTER PARK

RESOLUTION NO. 2186
SERIES OF 2024

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WINTER PARK AUTHORIZING NEGOTIATIONS, PURCHASE, AND THE EXERCISE OF THE TOWN'S POWER OF EMINENT DOMAIN TO ACQUIRE CERTAIN REAL PROPERTY INTERESTS NECESSARY FOR PUBLIC PURPOSES IN CONNECTION WITH THE TOWN'S GONDOLA PROJECT

WHEREAS, the Town of Winter Park (the "Town") possesses the power of eminent domain pursuant to Article II, § 15 and Article XX, §§ 1 and 6 of the Colorado Constitution, Section 13.12 of the Town's Home Rule Charter, C.R.S. § 38-1-101, *et seq.*, and C.R.S. § 38-6-101, *et seq.*;

WHEREAS, the Town may exercise the power of eminent domain for the public purpose of acquiring easements for the construction, use and operation of public improvements;

WHEREAS, the Town seeks to acquire easements to construct and access, install, operate, repair and use, for the benefit and use of the public, an overhead aerial gondola, a public trail and related improvements, appurtenances and facilities (the "Project");

WHEREAS, the Town seeks to acquire the following property interests (collectively, the "Easements") for the Project, as further set forth in **Exhibits 1, 2, 3 and 4**, attached hereto:

- a. A gondola easement and trail easement across the property located at Lot 6, Idlewild Lane (a plat for which was recorded on December 12, 1960 at Reception No. 93161, County of Grand, State of Colorado);
- b. A gondola easement and trail easement across the property located at Lot 7, Idlewild Lane (a plat for which was recorded on December 12, 1960 at Reception No. 93161) (the owners of Lots 6 and 7 of Idlewild Meadows, collectively referred to as the "Idlewild Owners");
- c. A gondola easement and access easement across the property located at Beaver Village, Filing 3 (according to a plat for which was recorded on May 29, 1979 at Reception No. 162537, County of Grand, State of Colorado); and
- d. An access easement across the property located at Beaver Village Filing 2 (a plat for which was recorded on October 21, 1977 at Reception No. 150505, County of Grand, State of Colorado) (the owners of Beaver Village Filings 2 and 3, collectively referred to as the "Beaver Village Owners");

WHEREAS, the Easements are necessary for the Project;

WHEREAS, the Town previously entered into agreements for possession and use of the easements sought from the Idlewild Owners, but has not yet obtained title to those easements;

WHEREAS, the Town has not yet been able to acquire possession of or title to the easements from the Beaver Village Owners; and

WHEREAS, the Town's acquisition of possession of and title to the Easements is necessary and serves a public purpose.

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

Section 1. The above recitals are incorporated herein by reference and adopted as findings of Town Council.

Section 2. The Easements the Town seeks to acquire are more particularly described in **Exhibits 1, 2, 3 and 4**, attached hereto and incorporated herein by reference.

Section 3. The Town Council hereby finds and determines the acquisitions of the Easements will serve a proper, public and municipal purpose and use, and that such acquisitions are necessary and essential to this public purpose and use. The Town Council hereby declares its intent to acquire the Easements for the purposes stated herein and, if necessary, to do so through the exercise of the power of eminent domain. The Town Council further finds the obtaining immediate possession of the Easements is also necessary for the Project.

Section 4. The Town Manager, or designee, in consultation with the Town Attorney, is hereby directed to comply with all notice and good faith negotiation requirements set forth in C.R.S. § 38-1-101, *et seq.* The Town Manager, or designee, in consultation with the Town Attorney, is hereby authorized to include, negotiate and revise reasonable or necessary terms and conditions of the Easements.

Section 5. The Town Manager, or designee, in consultation with the Town Attorney, is authorized to make one or more additional reasonable and good faith offers to purchase the Easements from the landowners, and the Town Manager or designee is further authorized to execute agreements in furtherance of these acquisitions, including but not limited to an agreement for possession and use with the Beaver Village Owners.

Section 6. If, after engaging in further good-faith negotiations, the Town is unable to acquire either possession of and/or clear title to the Easements by agreement, the Town Attorney is hereby authorized to institute and prosecute to conclusion eminent domain proceedings in the name of the Town so as to acquire the Easements by condemnation. In the prosecution of any eminent domain action to acquire the Easements, the Town shall have and retain all rights and powers lawfully delegated to it by Article II, § 15 and Article XX, §§ 1 and 6 of the Colorado Constitution, Section 13.12 of the Town's Home Rule Charter, C.R.S. § 38-1-101, *et seq.*, and C.R.S. § 38-6-101, *et seq.*

Section 7. If eminent domain proceedings are instituted, the Town Manager, or designee, in consultation with the Town Attorney, is authorized to retain such expert witnesses, including appraisers, and to incur such other expenses as the Town reasonably determines are necessary for the eminent domain proceedings.

Section 8. The Town Manager, or designee, in consultation with the Town Attorney, is hereby authorized to make such reasonable or necessary amendments and corrections to the

Easements, including corrections to the legal descriptions and/or modification of the terms and conditions. The Town Manager is hereby authorized to accept the Easements when acquired.

Section 9. The Town Council hereby finds, determines, and declares that this Resolution is promulgated under the general police power of the Town, that it is adopted for the health, safety and welfare of the public, and that this Resolution is necessary for the preservation of health and safety and for the protection of public welfare. The Town Council further determines that this Resolution bears a rational relation to the proper legislative object sought to be obtained.

Section 10. If any clause, sentence, paragraph or part of this Resolution or the application thereof to any person or circumstances shall be for any reason be adjudicated by a court of competent jurisdiction invalid, such judgment shall not affect any other clause, sentence, paragraph, or part of this Resolution.

Section 11. This Resolution shall become effective immediately upon adoption.

PASSED, ADOPTED AND APPROVED this ___ day of _____, 2024.

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk

EXHIBIT 1 TO RESOLUTION

EXHIBIT "A"

**LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 33, T1S, R75W, 6TH P.M.,
TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO.**

LEGAL DESCRIPTION:

A SKI BACK TRAIL EASEMENT BEING A PORTION OF LOT 6, IDLEWILD MEADOWS, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 93161, IN THE RECORDS OF THE GRAND COUNTY CLERK AND RECORDER'S OFFICE, AND LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE ASSUMPTION THAT THE SOUTH LINE OF LOTS 7 THROUGH 12, SAID IDLEWILD MEADOWS, BEARS S 89°47'54" E BEING MONUMENTED AS SHOWN, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERE TO.

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 7, THENCE N 01° 34' 32" W, ALONG THE EAST LINE OF SAID LOT 7, A DISTANCE OF 59.96 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6 AND THE POINT OF BEGINNING;

THENCE N 71° 39' 47" W, ALONG THE SOUTHERLY LINE OF SAID LOT 6, A DISTANCE OF 43.70 FEET;
THENCE N 31° 08' 50" E, A DISTANCE OF 53.39 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 6;

THENCE ALONG THE NORTHERLY AND EASTERLY LINES OF SAID LOT 8, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) THENCE S 46° 53' 26" E, A DISTANCE OF 17.23 FEET;
- 2) THENCE S 01° 34' 32" E, A DISTANCE OF 47.70 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1,430 SQUARE FEET OR 0.033 ACRES, MORE OR LESS.



L. BRAD OSWALD, COLORADO P.L.S. 38510
FOR AND ON BEHALF OF WSB AND ASSOCIATES,
5660 GREENWOOD PLAZA BLVD. SUITE 111,
GREENWOOD VILLAGE, CO 80111

wsb

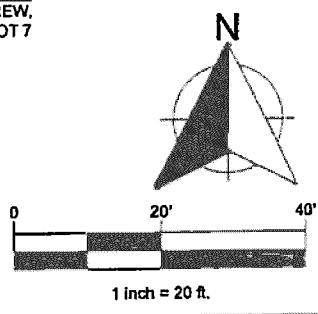
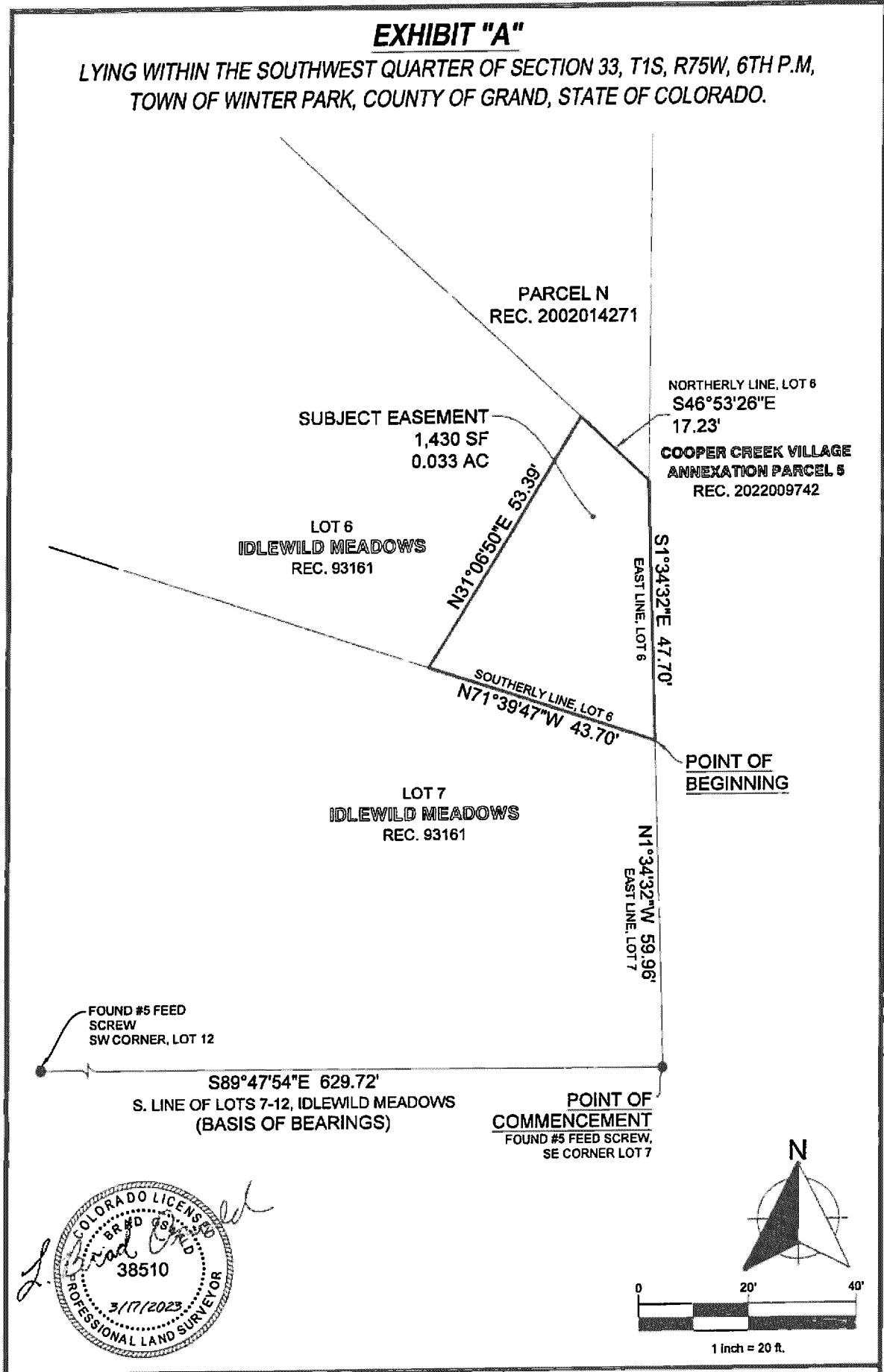
Crew: _____
Checked: LBO
Drawn: KDS
Drawing date: 3/17/2023
Project No.: 022214-000

LOT 6, IDLEWILD MEADOWS
GRAND, COLORADO

Sheet: 1 of 2

EXHIBIT "A"

LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 33, T1S, R75W, 6TH P.M,
TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO.



wsb

Crew: _____
 Checked: LBO
 Drawn: KDS
 Drawing date: 3/17/2023
 Project No.: 022214-000

**LOT 6, IDLEWILD MEADOWS
GRAND, COLORADO**

Sheet: 2 of 2

EXHIBIT "A"

**LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 33, T1S, R75W, 6TH P.M,
TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO.**

LEGAL DESCRIPTION:

A GONDOLA EASEMENT BEING A PORTION OF LOT 6, IDLEWILD MEADOWS, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 93161, IN THE RECORDS OF THE GRAND COUNTY CLERK AND RECORDER'S OFFICE, AND LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE ASSUMPTION THAT THE SOUTH LINE OF LOTS 7 THROUGH 12, SAID IDLEWILD MEADOWS, BEARS S 89°47'54" E BEING MONUMENTED AS SHOWN, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERE TO.

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 7, THENCE N 01° 34' 32" W, ALONG THE EAST LINE OF SAID LOT 7, A DISTANCE OF 59.96 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6 AND THE POINT OF BEGINNING;

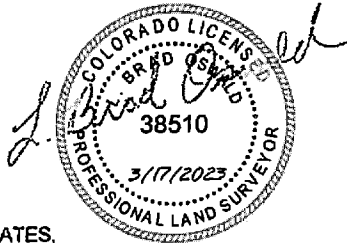
THENCE N 71° 39' 47" W, ALONG THE SOUTHERLY LINE OF SAID LOT 6, A DISTANCE OF 56.03 FEET;

THENCE N 03° 50' 55" W, A DISTANCE OF 84.08 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 6;

THENCE ALONG THE NORTHERLY AND EASTERLY LINES OF SAID LOT 6. THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) THENCE S 46° 53' 28" E, A DISTANCE OF 78.79 FEET;
- 2) THENCE S 01° 34' 32" E, A DISTANCE OF 47.70 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 3,517 SQUARE FEET OR 0.081 ACRES, MORE OR LESS.



L. BRAD OSWALD, COLORADO P.L.S. 38510
FOR AND ON BEHALF OF WSB AND ASSOCIATES,
5660 GREENWOOD PLAZA BLVD. SUITE 111,
GREENWOOD VILLAGE, CO 80111

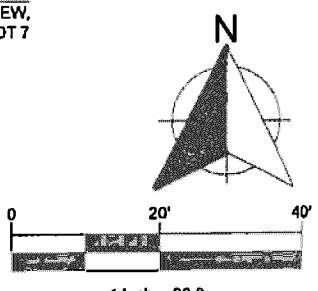
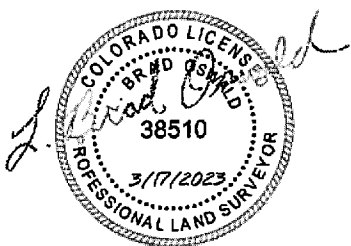
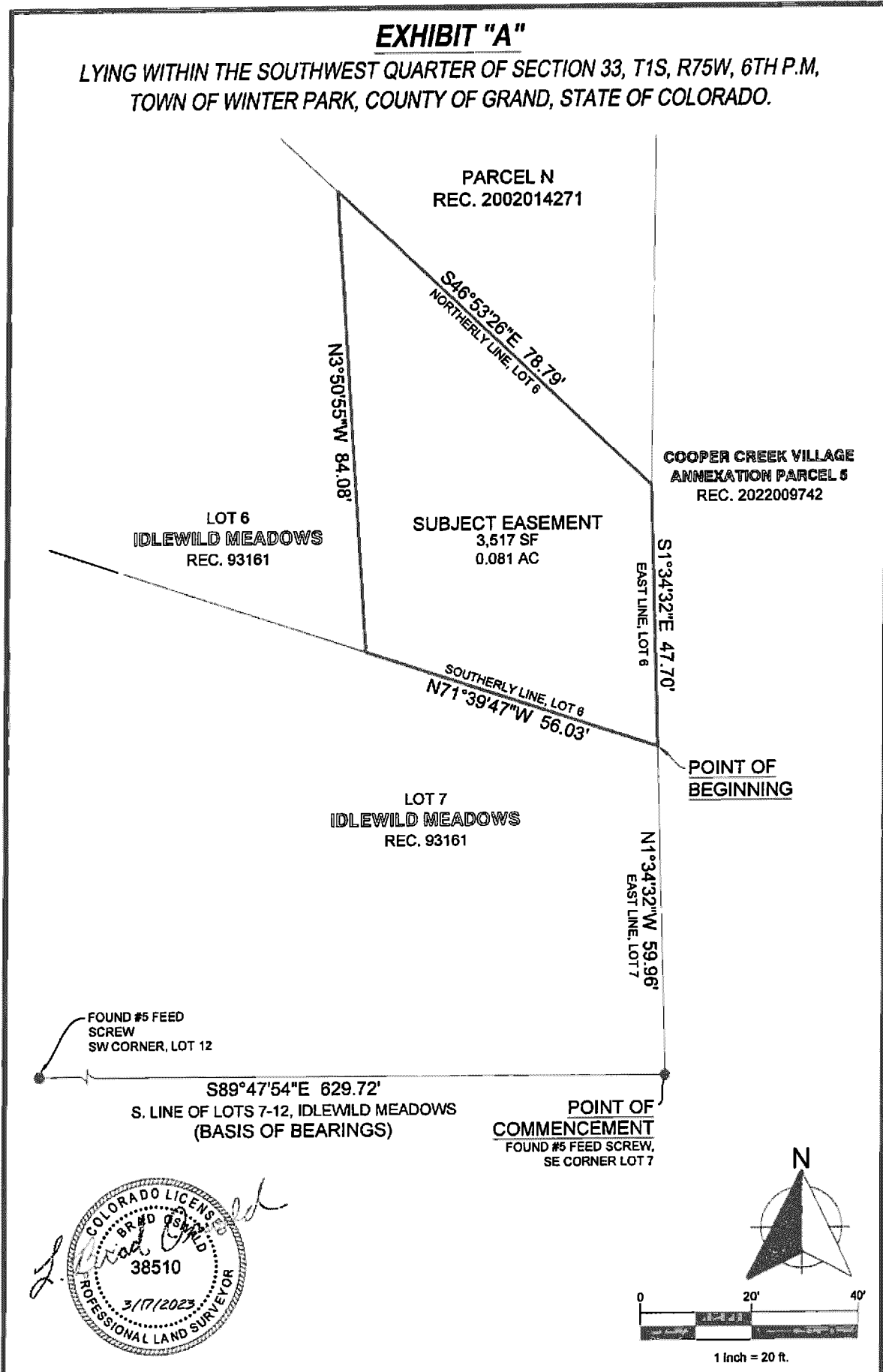
wsb

Crew: _____
 Checked: LBO
 Drawn: KDS
 Drawing date: 3/17/2023
 Project No.: 022214-000

**LOT 6, IDLEWILD MEADOWS
GRAND, COLORADO**

EXHIBIT "A"

LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 33, T1S, R75W, 6TH P.M.,
TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO.



wsb

Crew: _____
 Checked: LBO
 Drawn: KDS
 Drawing date: 3/17/2023
 Project No.: 022214-000

LOT 6, IDLEWILD MEADOWS
GRAND, COLORADO

Sheet: 2 of 2

EXHIBIT 2 TO RESOLUTION

EXHIBIT "A"

LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 33, T1S, R75W, 6TH P.M.,
TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO.

LEGAL DESCRIPTION:

A GONDOLA EASEMENT BEING A PORTION OF LOT 7, IDLEWILD MEADOWS, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 931861, IN THE RECORDS OF THE GRAND COUNTY CLERK AND RECORDER'S OFFICE, AND LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE ASSUMPTION THAT THE SOUTH LINE OF LOTS 7 THROUGH 12, SAID IDLEWILD MEADOWS, BEARS S 89° 47' 54" E BEING MONUMENTED AS SHOWN, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERE TO.

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 7, THENCE N 89° 47' 54" W, ALONG THE SOUTH LINE OF SAID LOT 7, A DISTANCE OF 49.83 FEET;
THENCE N 03° 50' 55" W, A DISTANCE OF 77.57 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 7;

THENCE ALONG THE NORTHERLY AND EAST LINES OF SAID LOT 7, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) THENCE S 71° 39' 47" E, A DISTANCE OF 58.03 FEET;
- 2) THENCE S 01° 34' 32" E, A DISTANCE OF 59.96 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 3,499 SQUARE FEET OR 0.080 ACRES, MORE OR LESS.



L. BRAD OSWALD, COLORADO P.L.S. 38510
FOR AND ON BEHALF OF WSB AND ASSOCIATES,
5660 GREENWOOD PLAZA BLVD. SUITE 111,
GREENWOOD VILLAGE, CO 80111

wsb

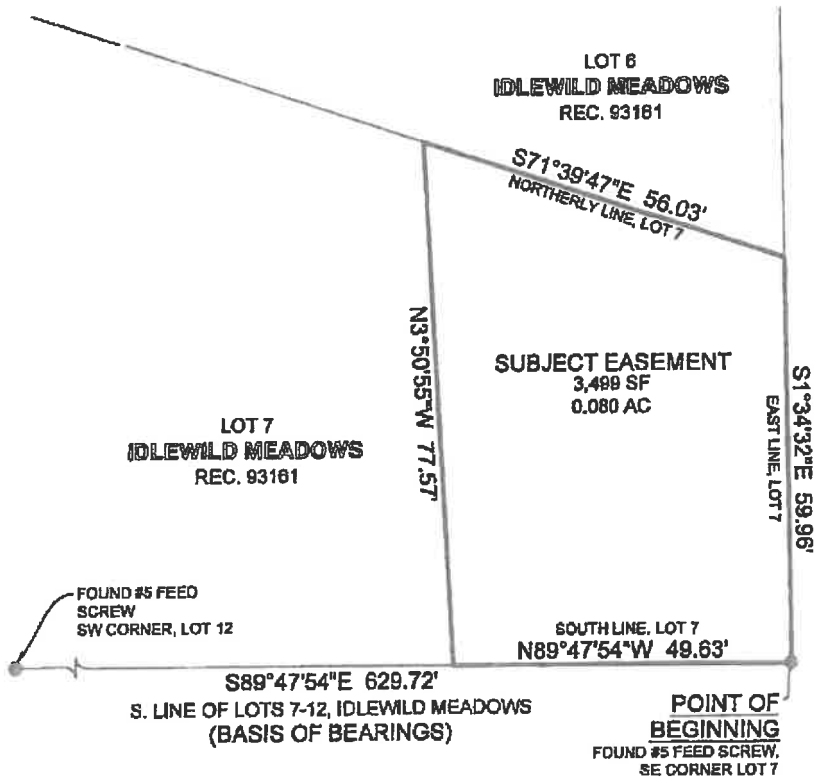
Crew: _____
Checked: LBO
Drawn: KDS
Drawing date: 3/17/2023
Project No.: 022214-090

LOT 7, IDLEWILD MEADOWS
GRAND, COLORADO

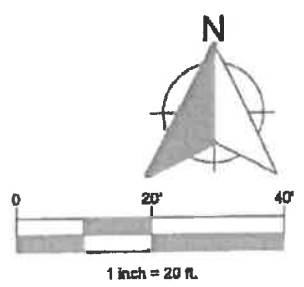
Sheet: 1 of 2

EXHIBIT "A"

LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 33, T1S, R75W, 6TH P.M.,
TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO.



COOPER CREEK VILLAGE
ANNEXATION PARCEL 5
REC. 2022009742



wsb

Crew: _____
Checked: LBO
Drawn: KDS
Drawing date: 3/17/2023
Project No.: 022214-000

LOT 7, IDLEWILD MEADOWS
GRAND, COLORADO

EXHIBIT "A"

**LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 33, T1S, R75W, 6TH P.M.,
TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO.**

LEGAL DESCRIPTION:

A SKI BACK TRAIL EASEMENT BEING A PORTION OF LOT 7, IDLEWILD MEADOWS, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 93161, IN THE RECORDS OF THE GRAND COUNTY CLERK AND RECORDER'S OFFICE, AND LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 76 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE ASSUMPTION THAT THE SOUTH LINE OF LOTS 7 THROUGH 12, SAID IDLEWILD MEADOWS, BEARS N 89°47'54" W BEING MONUMENTED AS SHOWN, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERE TO.

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 7, THENCE N 89° 47' 54" W, ALONG THE SOUTH LINE OF SAID LOT 7, A DISTANCE OF 119.91 FEET;

THENCE N 48° 20' 27" E, A DISTANCE OF 106.12 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 7;

THENCE ALONG THE NORTHERLY AND EAST LINES OF SAID LOT 7, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) THENCE S 71° 39' 47" E, A DISTANCE OF 43.70 FEET;
- 2) THENCE S 01° 34' 32" E, A DISTANCE OF 59.96 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 5,640 SQUARE FEET OR 0.129 ACRES, MORE OR LESS.



L. BRAD OSWALD, COLORADO P.L.S. 38510
FOR AND ON BEHALF OF WSB AND ASSOCIATES,
5660 GREENWOOD PLAZA BLVD, SUITE 111,
GREENWOOD VILLAGE, CO 80111

wsb

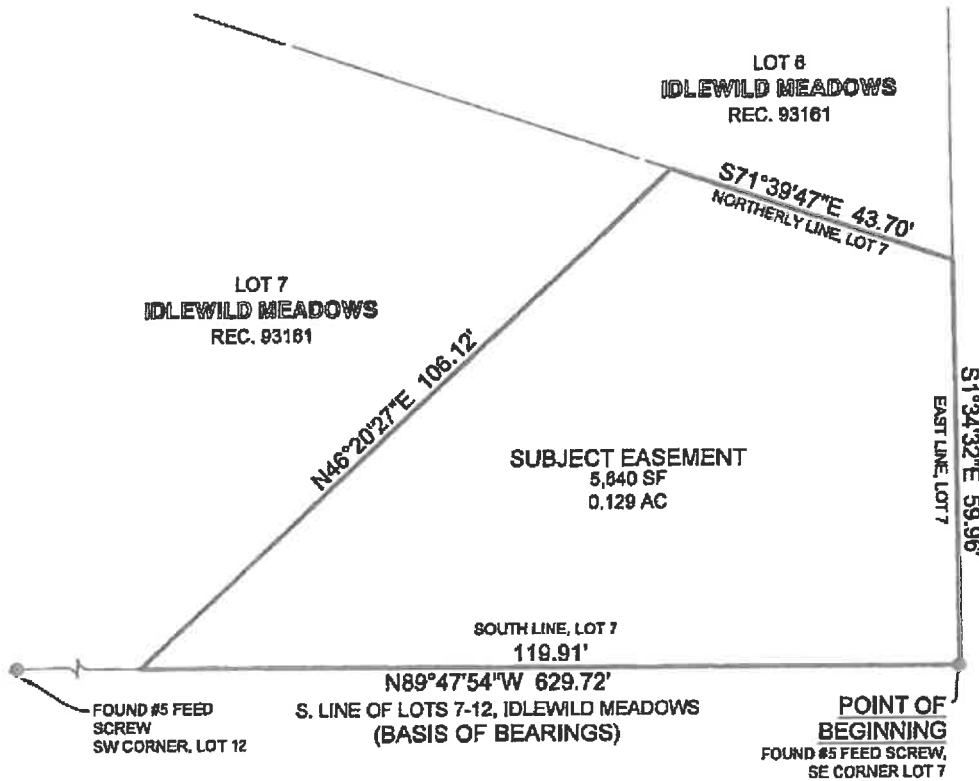
Crew: _____
Checked: LBO
Drawn: KOS
Drawing date: 3/17/2023
Project No.: 022214-000

LOT 7, IDLEWILD MEADOWS
GRAND, COLORADO

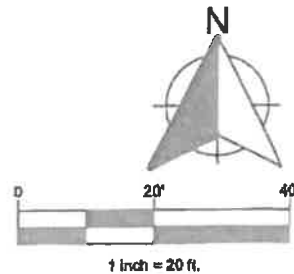
Sheet: 1 of 2

EXHIBIT "A"

LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 33, T1S, R75W, 6TH P.M.,
TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO.



COOPER CREEK VILLAGE
ANNEXATION PARCEL 8
REC. 2022009742



wsb

Crew: _____
Checked: LBO
Drawn: KDS
Drawing date: 3/17/2023
Project No.: 022214-000

LOT 7, IDLEWILD MEADOWS
GRAND, COLORADO

Sheet: 2 of 2

EXHIBIT 3 TO RESOLUTION



JUNE 30, 2021

EXHIBIT "A" LEGAL DESCRIPTION BEAVER VILLAGE – FILING NO. 3 GONDOLA EASEMENT

A GONDOLA EASEMENT BEING A PORTION OF BEAVER VILLAGE – FILING NO. 3 AT WINTER PARK, A SUBDIVISION PLAT RECORDED DECEMBER 12, 1979 AT RECEPTION NO. 169791 IN THE RECORDS OF THE GRAND COUNTY CLERK AND RECORDER'S OFFICE, LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GRAND, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 33, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 33 BEARS S 89°33'13" E, (BASIS OF BEARINGS); THENCE N 22° 38' 11" W, 1638.71 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD AND THE POINT OF BEGINNING;

THENCE ALONG THE NORTH RIGHT-OF-WAY LINES OF SAID UNION PACIFIC RAILROAD, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 3919.72 FEET, A CENTRAL ANGLE OF 00° 06' 45", AND AN ARC LENGTH OF 7.70 FEET, THE CHORD OF WHICH BEARS N 56° 33' 18" W, 7.70 FEET
- 2) THENCE N 57° 22' 54" W, 116.73 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD;

THENCE N 03° 50' 55" W, 472.66 FEET TO A POINT ON THE NORTH LINE OF SAID BEAVER VILLAGE – FILING NO. 3 AND A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE NORTH LINE OF SAID BEAVER VILLAGE – FILING NO. 3, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 162.39 FEET, A CENTRAL ANGLE OF 24° 25' 25", AND AN ARC LENGTH OF 69.22 FEET, THE CHORD OF WHICH BEARS N 45° 30' 28" E, 68.70 FEET TO A POINT OF COMPOUND CURVATURE;
- 2) THENCE ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 162.39 FEET, A CENTRAL ANGLE OF 17° 59' 08" AND AN ARC LENGTH OF 50.98 FEET, THE CHORD OF WHICH BEARS N 66° 42' 44" E, 50.77 FEET;



THENCE S 03° 50' 55" E, 608.35 FEET TO THE POINT OF BEGINNING.

AREA= 1.261 ACRES, MORE OR LESS.



Michael Sean Kervin PLS 34592

Date: 6/30/21

Project: 21-019

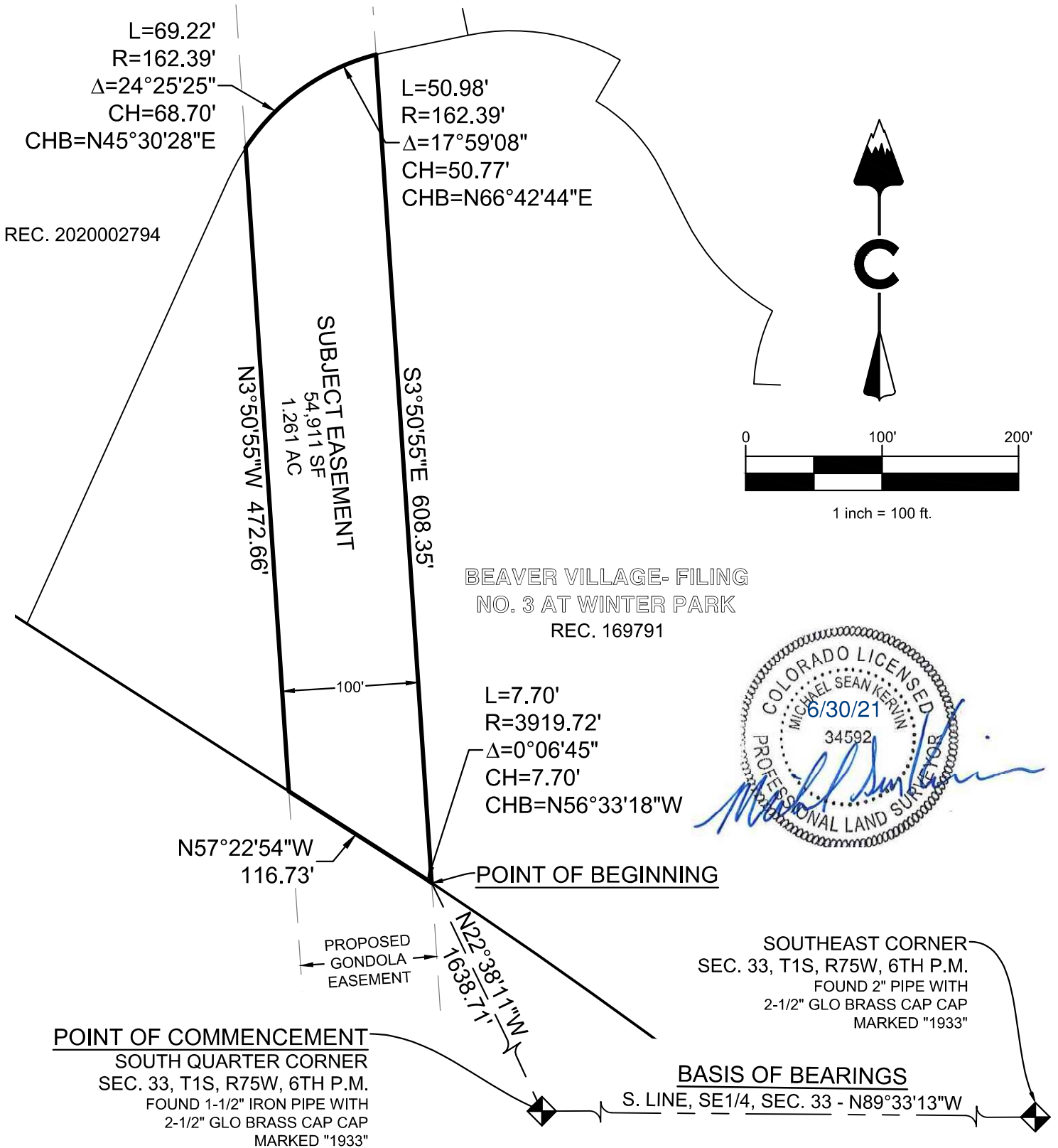
For and on Behalf of
Core Consultants, Inc.

Notes:

- 1.) NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown.
- 2.) Legal description was prepared by Michael Sean Kervin PLS, 3473 S. Broadway Blvd., Englewood, CO 80113.

EXHIBIT

SOUTHWEST QUARTER, SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE 6TH P.M.,
TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO



NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION

PROJECT: 21-019
DATE: 6/30/21
SHEET 1 OF 1

DR: KDS
DS: MSK

CORE

CORE CONSULTANTS, INC.
3473 SOUTH BROADWAY
ENGLEWOOD, CO 80113
303.703.4444
LIVEYOURCORE.COM



EXHIBIT "A"
LEGAL DESCRIPTION
ACCESS EASEMENT

MAY 22, 2024

AN 35.00 FOOT WIDE ACCESS EASEMENT BEING A PORTION OF BEAVER VILLAGE FILING 3, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 169791 IN THE RECORDS OF THE GRAND COUNTY CLERK AND RECORDER'S OFFICE, AND LYING WITHIN SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GRAND, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 33, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 33 BEARS S 89°33'13" E, (BASIS OF BEARINGS);
THENCE N 13° 45' 03" W, 2146.75 FEET TO A POINT ON THE NORTHERLY LINE OF SAID BEAVER VILLAGE FILING NO. 3, ALSO BEING A POINT ON A LINE THAT IS PARALLEL WITH AND 35.00 SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF SAID VILLAGE FILING NO. 3, ALSO A POINT ON NON-TANGENT CURVATURE AND THE POINT OF BEGINNING;

THENCE ALONG A LINE THAT IS PARALLEL WITH AND 35.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF SAID BEAVER VILLAGE FILING NO. 3, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 122.50 FEET, A CENTRAL ANGLE OF 42° 00' 00", AND AN ARC LENGTH OF 89.80 FEET, THE CHORD OF WHICH BEARS N 80° 44' 08" W, 87.80 FEET;
- 2) THENCE S 78° 16' 04" W, 51.28 FEET;

THENCE S 55° 24' 12" W, 25.94 FEET TO A POINT ON THE EAST LINE OF THAT 100.00 FOOT GONDOLA EASEMENT RECORDED IN SAID GRAND COUNTY RECORDS;

THENCE N 03° 50' 55" W, ALONG THE EAST LINE OF SAID GONDOLA EASEMENT, 45.34 FEET TO A POINT ON THE NORTHERLY LINE OF SAID BEAVER VILLAGE FILING NO. 3, ALSO BEING A POINT OF NON-TANGENT COMPOUND CURVATURE;

THENCE ALONG THE NORTHERLY LINES OF SAID BEAVER VILLAGE FILING NO. 3, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1) THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 162.39 FEET, A CENTRAL ANGLE OF 02° 33' 46", AND AN ARC LENGTH OF 7.26 FEET, THE CHORD OF WHICH BEARS N 76° 59' 11" E, 7.26 FEET;
- 2) THENCE N 78° 16' 04" E, 61.70 FEET TO A POINT OF CURVATURE;

- 3) THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 157.50 FEET, A CENTRAL ANGLE OF 42° 00' 00" AND AN ARC LENGTH OF 115.45 FEET, THE CHORD OF WHICH BEARS S 80° 44' 07" E, 112.89 FEET;
- 4) THENCE S 30° 15' 53" W, 35.00 FEET TO THE POINT OF BEGINNING;

AREA= 6,203 SQUARE FEET, MORE OR LESS



MICHAEL SEAN KERVIN, PLS 34592
Date: 5/23/2024
Project:
For and on Behalf of WSB LLC.

Notes:

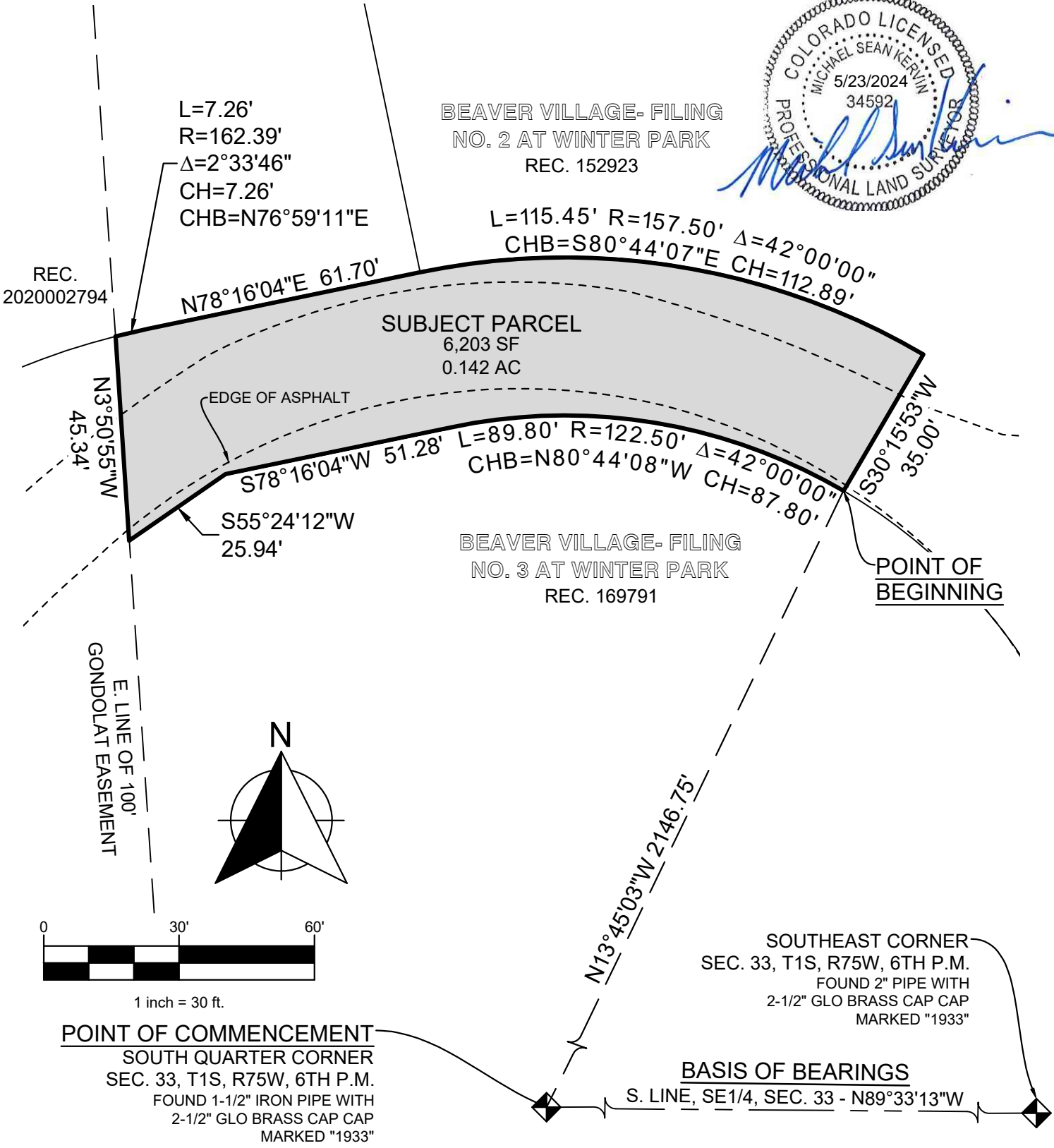
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- 2.) Legal description was prepared by Michael Sean Kervin PLS.

EXHIBIT

SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE 6TH P.M.,
TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO



BEAVER VILLAGE- FILING
NO. 2 AT WINTER PARK
REC. 152923



REC.
2020002794

L=7.26'
R=162.39'
Δ=2°33'46"
CH=7.26'
CHB=N76°59'11"E

L=115.45' R=157.50' Δ=42°00'00"
CHB=S80°44'07"E CH=112.89'

SUBJECT PARCEL
6,203 SF
0.142 AC

N3°50'55"W
45.34'

EDGE OF ASPHALT

S78°16'04"W 51.28'
S55°24'12"W
25.94'

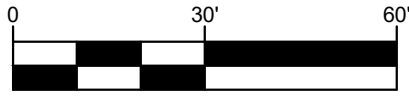
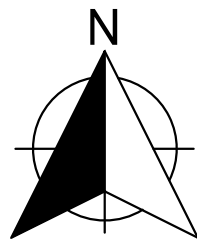
L=89.80' R=122.50' Δ=42°00'00"
CHB=N80°44'08"W CH=87.80'

N4°15'53"W
35.00'

BEAVER VILLAGE- FILING
NO. 3 AT WINTER PARK
REC. 169791

POINT OF
BEGINNING

E. LINE OF 100'
CONDOLAT EASEMENT



1 inch = 30 ft.

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

N13°45'03"W 2146.75'

SOUTHEAST CORNER
SEC. 33, T1S, R75W, 6TH P.M.
FOUND 2" PIPE WITH
2-1/2" GLO BRASS CAP CAP
MARKED "1933"

BASIS OF BEARINGS
S. LINE, SE1/4, SEC. 33 - N89°33'13"W



Crew: _____
Checked: KDS
Drawn: MSK
Drawing date: 5/22/2024
Project No.: _____

ACCESS EASEMENT
GRAND COUNTY, COLORADO

EXHIBIT 4 TO RESOLUTION



MARCH 8 2022

EXHIBIT "A" LEGAL DESCRIPTION 35' ACCESS EASEMENT

AN 35.00 FOOT WIDE ACCESS EASEMENT BEING A PORTION OF BEAVER VILLAGE FILING NO. 2, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 152923 IN THE RECORDS OF THE GRAND COUNTY CLERK AND RECORDER'S OFFICE, AND LYING WITHIN SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GRAND, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 33, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 33 BEARS S 89°33'13" E, (BASIS OF BEARINGS); THENCE N 13° 45' 03" W, 2146.75 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID BEAVER VILLAGE FILING NO. 2, AND THE POINT OF BEGINNING;

THENCE N 30° 15' 53" E, 35.00 FEET ALONG THE SOUTHERLY LINE OF SAID BEAVER VILLAGE FILING NO. 2 TO A POINT ON A LINE THAT IS PARALLEL WITH AND 35.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF SAID BEAVER VILLAGE FILING NO. 2, ALSO BEING A POINT ON NON-TANGENT CURVATURE;

THENCE ALONG A LINE THAT IS PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF SAID BEAVER VILLAGE FILING NO. 2, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 157.50 FEET, A CENTRAL ANGLE OF 33° 00' 00", AND AN ARC LENGTH OF 90.71 FEET, THE CHORD OF WHICH BEARS S 43° 14' 07" E, 89.46 FEET;
- 2) THENCE S 26° 44' 07" E, 41.00 FEET TO A POINT OF CURVATURE;
- 3) THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 122.50 FEET, A CENTRAL ANGLE OF 24° 37' 15", AND AN ARC LENGTH OF 52.64 FEET, THE CHORD OF WHICH BEARS S 39° 02' 44" E, 52.24 FEET TO A POINT OF COMPOUND CURVATURE;

THENCE ALONG THE ARC OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 27.50 FEET, A CENTRAL ANGLE OF 57° 13' 42", AND AN ARC LENGTH OF 27.47 FEET, THE CHORD OF WHICH BEARS S 79° 58' 13" E, 26.34 FEET;



THENCE N 71° 24' 56" E, 48.57 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF VILLAGE DRIVE;

THENCE S 21° 14' 09" E, 35.04 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID VILLAGE DRIVE;

THENCE S 71° 24' 56" W, 50.19 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 62.50 FEET, A CENTRAL ANGLE OF 57° 13' 42", AND AN ARC LENGTH OF 62.43 FEET, THE CHORD OF WHICH BEARS N 79° 58' 13" W, 59.86 FEET TO A POINT OF COMPOUND CURVATURE, ALSO BEING A POINT ON THE SOUTHERLY LINE OF SAID BEAVER VILLAGE FILING NO. 2;

THENCE ALONG THE SOUTHERLY LINES OF SAID BEAVER VILLAGE FILING NO. 2 THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) THENCE ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 157.50 FEET, A CENTRAL ANGLE OF 24° 37' 15", AND AN ARC LENGTH OF 67.68 FEET, THE CHORD OF WHICH BEARS N 39° 02' 44" W, 67.16 FEET;
- 2) THENCE N 26° 44' 07" W, 41.00 FEET TO A POINT OF CURVATURE;
- 3) THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 122.50 FEET, A CENTRAL ANGLE OF 33° 00' 00", AND AN ARC LENGTH OF 70.55 FEET, THE CHORD OF WHICH BEARS N 43° 14' 07" W, 69.58 FEET TO THE POINT OF BEGINNING.

AREA= 9,664 SQUARE FEET, MORE OR LESS.



Michael Sean Kervin PLS 34592

Date: 3/8/22

Project: 21-044

For and on Behalf of

Core Consultants, Inc.

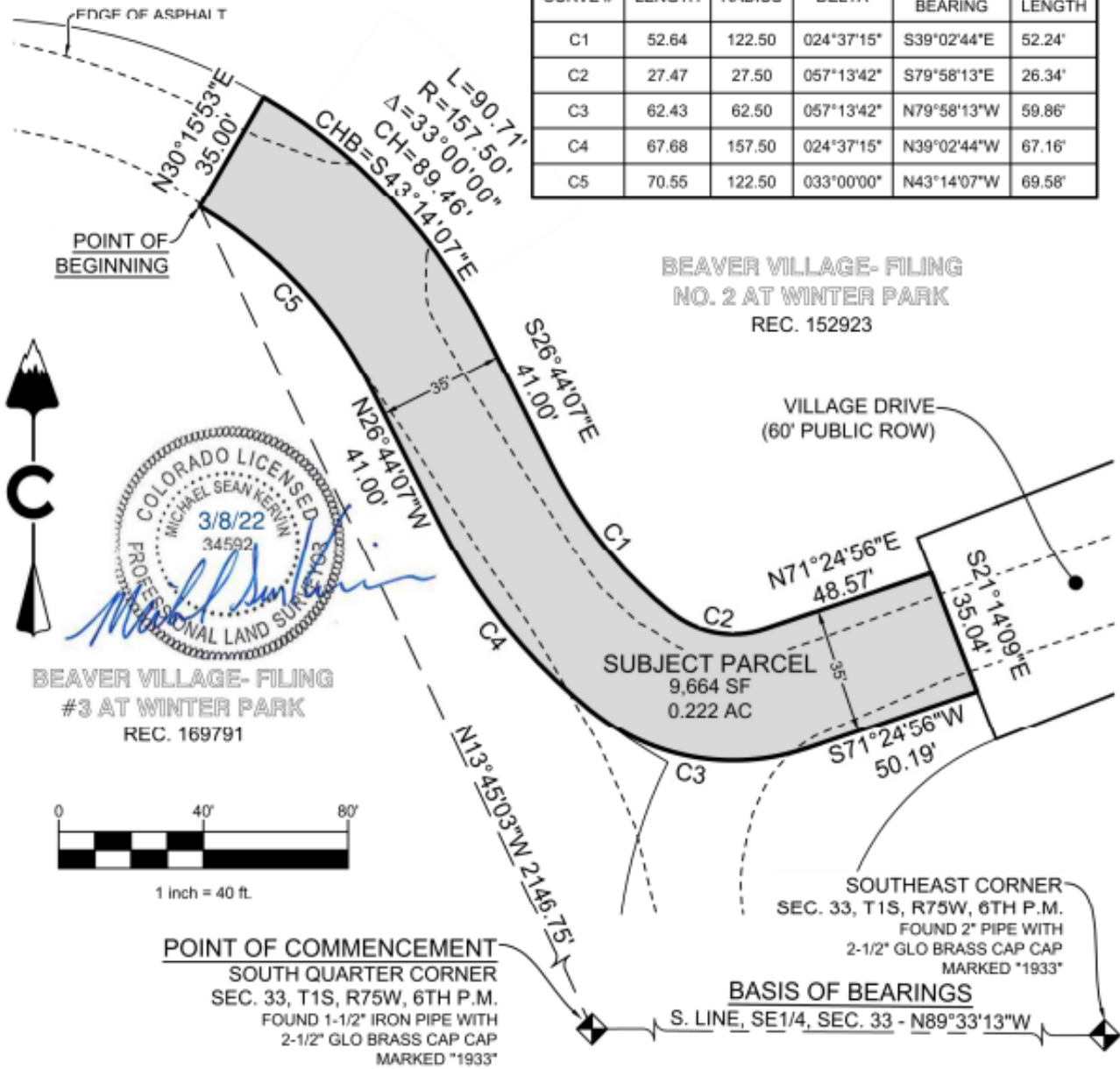
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- 2.) Legal description was prepared by Michael Sean Kervin PLS, 3473 S. Broadway Blvd., Englewood, CO 80113.

EXHIBIT

SECTION 33, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE 6TH P.M.,
TOWN OF WINTER PARK, COUNTY OF GRAND, STATE OF COLORADO

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	52.64	122.50	024°37'15"	S39°02'44"E	52.24'
C2	27.47	27.50	057°13'42"	S79°58'13"E	26.34'
C3	62.43	62.50	057°13'42"	N79°58'13"W	59.86'
C4	67.68	157.50	024°37'15"	N39°02'44"W	67.16'
C5	70.55	122.50	033°00'00"	N43°14'07"W	69.58'



NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION

PROJECT: 21-044 DR: KDS
DATE: 3-8-22 DS: MSK
SHEET 1 OF 1

CORE CORE CONSULTANTS, INC.
3473 SOUTH BROADWAY
ENGLEWOOD, CO 80113
303.703.4444
LIVEYOURCORE.COM



TOWN OF WINTER PARK
QUARTERLY REPORT
Q3 2024

SEPTEMBER 30, 2024



**TOWN OF WINTER PARK
QUARTERLY REPORT Q3 2024**

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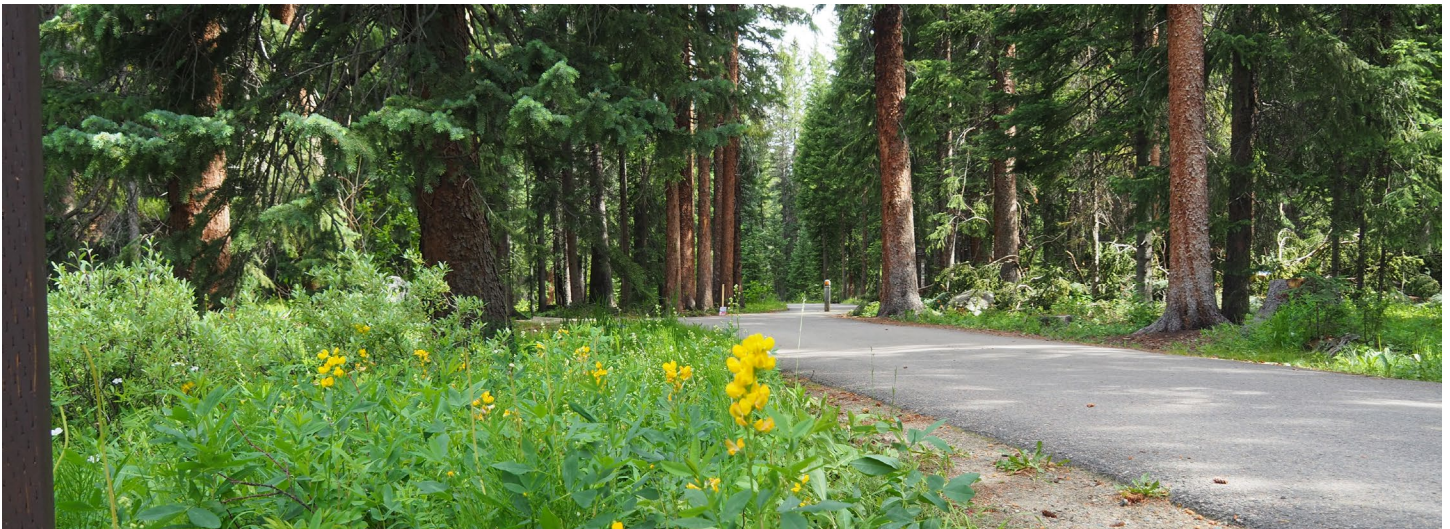
- 2 ADMINISTRATION**
 - 2 TOWN MANAGER**
 - 3 ASSISTANT TOWN MANAGER/HOUSING**
- 5 COMMUNITY DEVELOPMENT**
 - 5 PLANNING DIVISION**
 - 7 BUILDING DIVISION**
- 8 FINANCE**
- 9 POLICE**
- 11 PUBLIC WORKS**
- 13 TOWN CLERK**
- 14 TRANSIT**





TOWN MANAGER

- Worked with the Town Council, Town Attorney and staff to advance the formation of the Winter Park Urban Renewal Authority (URA). These efforts included having preliminary meetings with various taxing district representatives to discuss the purpose of the URA and anticipated Urban Renewal Plans that may be filed in the near future.
- Held bi-weekly meetings with Alterra for the review of the Preliminary Development Plan (PDP) and potential submittal of an urban renewal plan. Attended the public meetings at Winter Park Resort where the Winter Park Unlocked plans were presented to the public in early August.
- Worked with Slate Communications and the Winter Park Resort communications staff to prepare information for the Town's website that explain the purpose of the URA formation and the Winter Park Unlock plan approval process.
- Participated in meetings with CDOT to advance the passenger rail initiative, including attending the open house in Granby on September 11, the bi-monthly call with CDOT staff and touring the Winter Park train platform with Senator Hickenlooper and CDOT officials.
- Toured properties and discussed potential locations with Grand Kids Learning Center for a potential child care facility in Winter Park.
- Met with Mountain Parks Electric to discuss long-term planning and infrastructure needs to support anticipated growth of the community.
- Worked with the Finance Director and department heads for the development of the FY 2025 budget, which will be presented to Council and adopted in Q4.





ASSISTANT TOWN MANAGER

HOUSING

- Advance the vertical construction of 20 single family homes at Hideaway Junction Phase II with development partners through the final phases of development including:
 - Held a ribbon cutting for the first 10 homes that included an open house for completed 3-bedroom home.
 - Continued to advance the set-up and management of the HOA with Beaver Village Management.
 - Closed on three home sales in the development, with one remaining sale anticipated.
 - Began preparing pricing and materials for the November lottery for the final 10 homes.
- Property Management: Coordinated painting for all apartments turning over at Hideaway Place apartments as well as necessary repairs and annual inspections (fire suppression systems, back flow preventers, boiler systems, and general yearly inspections for each unit).
- Held the annual rental lottery for Hideaway Place Apartments with 22 qualified applicants. Arranged six new leases and move-ins across town-held apartment units.
- Coordinated with Fireside Creek Apartments for lease renewals, including answering questions from the public and renewed Town-held leases.
- Collaborated with regional partners on advancement of regional housing efforts, including with the Housing Partnership.





ASSISTANT TOWN MANAGER, CONT.

HUMAN RESOURCES

- Worked with finance department to implement merit pay worksheet and budgeted increases.
- Began annual renewal process for employee benefits.
- Advanced the implementation of new applicant tracking software.
- Recruited and onboarded an Accounting Manager; completed internal hires for Park/Trails Technician and Fleet Technician posted and advertised job openings for Police Records Clerk, Police Sergeant, Code Enforcement Officer, Building Code Compliance Inspector, and Equipment Operator.
- Initiated and collected data for compensation study.

SUSTAINABILITY

- Sustainable Community Coordinator progressed greenhouse gas inventory, RFP for initial geothermal study, two collaborative grant applications, and a 2nd summer farmer's market.





PLANNING DIVISION

- **Open Space, Trails, Parks, and Campground Plan** – Staff had a successful outreach campaign this summer with events at High Note Thursdays and online surveys. The consultants are finalizing the trails, open space, and campground sections for public review later this year. For more information visit - <https://wpgov.com/parks-trails-campgrounds-and-open-space-master-plan/>
- **Parking Study** – Parking counts were taken all summer, and a survey was circulated in the community. We received over 700 responses from locals, residents, and guests. The study is being finalized for public review later this year.
- **Fraser River Trail** – Staff submitted a grant to Colorado State Trails to assist with funding the Fraser River Trail through the Roam development. A grant to Great Outdoors Colorado will be submitted later this year.
- **Engineering RFQ** – The Town has released a Request for Qualifications for an engineering firm to provide general traffic, roadway, storm water, structural, surveying, and other miscellaneous engineering services. Bids are due at the end of October with an anticipated award in December.
- **Open Positions** – The Department is currently advertising for an Inspector/Code Enforcement position to add to the Building Division.

Development Projects

- RailWater Major Site Plan
- The Landings Final Plat
- Connor Bertron Annexation
- Lakota Pointe Filing 2



PLANNING DIVISION, CONT.

PLANNING ACTIVITY THROUGH SEPTEMBER 2024 (THROUGH PLN24-079)

	Applications (Q1)	Applications (Q2)	Applications (Q3)	Applications (Q4)
BOA Variances	1	1		
Code Text Amendments			1	
Major Site Plan	4			
Minor Site Plan/Admin	7	14	6	
Final Plats	2		1	
Preliminary Plats	1			
DIA		6		
Rezoning Permits				
Sign Permits	3	2	3	
Minor Plat	1		1	
Subdivision Exemptions	1		1	
Special Use Permits	1			
As-Builts	2		2	
Grading Permits		3		
Planned Development			1	
Misc.	2	1	1	
Withdrawn	1			
Pre-Application		2	1	
Temporary Use Permit		1		
Appeal				
Annexation	1		1	



BUILDING DIVISION

BUILDING ACTIVITY THROUGH MARCH 2024

	Winter Park Applications (Q1)	Fraser Applications (Q1)	Granby Applications (Q1)
Permits	14	10	24
Valuation	\$953,208.20	\$2,465,111.80	\$4,417,434.39
Fees Collected	\$6,7878.03	\$27,378.16	\$65,049.80
Inspections	316	195	211

	Winter Park Applications (Q2)	Fraser Applications (Q2)	Granby Applications (Q2)
Permits	62	30	50
Valuation	\$21,062,456.77	\$11,272,810.89	\$7,424,109.61
Fees Collected	\$147,881.43	\$109,689.02	\$90,251.72
Inspections	386	219	302

	Winter Park Applications (Q3)	Fraser Applications (Q3)	Granby Applications (Q3)
Permits	79	38	71
Valuation	\$22,562,256.84	\$4,053,872.14	\$9,205,377.13
Fees Collected	\$138,166.08	\$5,354.27	\$25,438.30
Inspections	509	297	347

	Winter Park Applications (Q4)	Fraser Applications (Q4)	Granby Applications (Q4)
Permits			
Valuation			
Fees Collected			
Inspections			



- Completed and Issued 2023 Annual Comprehensive Financial Report.
- Completed and filed Annual Continuing Financial Disclosures required for outstanding Certificates of Participation.
- Completed 2025 Budget information for Intergovernmental Agreements with the Town of Fraser and Town of Granby for shared costs related to Law Enforcement, Transit and Building Inspection funds.
- Processed 1,183 short-term rental license renewals (approx. 80%).
- Continued progress on implementation of Caselle Direct Pay, to transition vendor payments from checks to ACH payments.
- Accepted 2025 insurance renewal quotations for Workers' Comp and Property & Casualty Insurances from CIRSA.
- Provided financial information to Alterra's financial consultant related to the preparation of an Urban Renewal Plan: Conditions Survey, Impact Report and Cost of Service Study, and participated in on-going related meetings and discussions with Alterra staff.
- Participated in on-going meetings and discussions with the WSP related to the Aerial Transit System project planning.
- Hired new Accounting Manager, Karen Jackson.



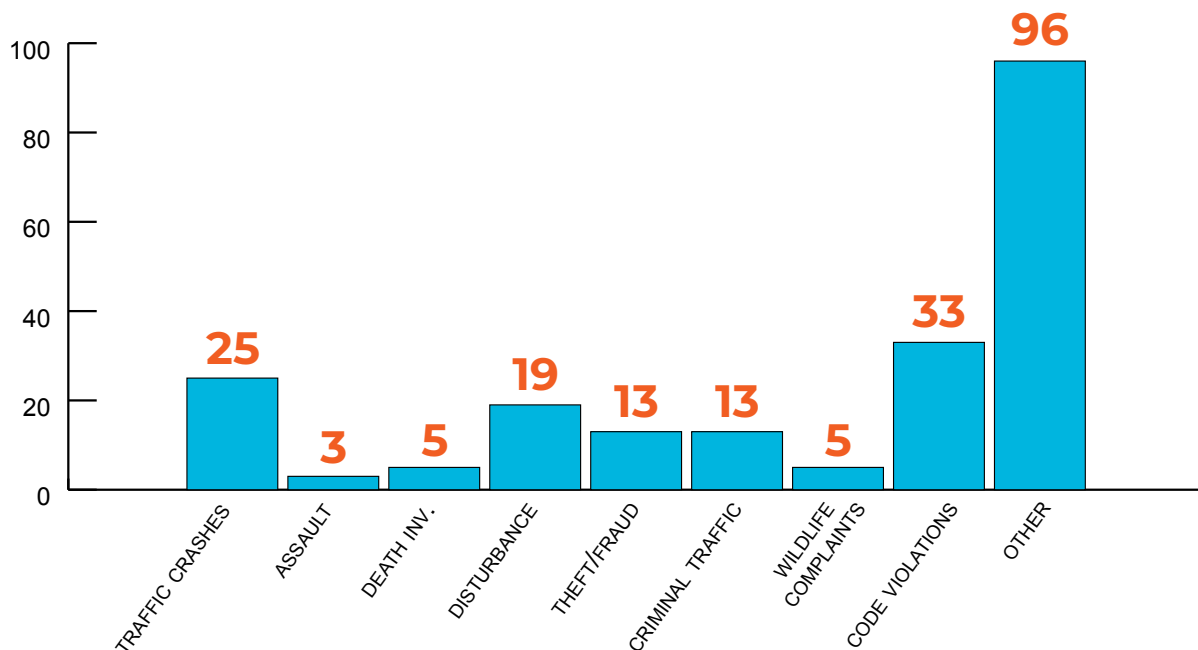


CALLS FOR SERVICE

July - September 2024 remained very busy for us here at the Police Department. We responded to 1,781 calls for service during this time, with 1,028 (57%) of those being in Winter Park and 718 (40%) occurring in Fraser. The remainder were outside agency assists. This is a significant increase in calls from the second quarter of this year, and a 26% increase in calls from the same period in 2023. Of these calls, we completed a total of 212 written reports with the major events listed below.

- On August 10th, a local citizen was killed when the unlicensed motorcycle he was driving crashed at Leland Creek and King's Crossing.
- On August 17th, mushroom foragers found partial human remains in the area of Mary Jane Road. The remains have been examined by a forensic anthropologist. CBI is now attempting to extract DNA from the bones in an attempt to identify the deceased.
- The owner of the vehicle that caught fire in Wanderer's Way on June 29th has been formally charged with 4th Degree Arson and Cruelty to Animals. His case is currently pending in the Grand County Courts.

THIRD QUARTER INCIDENT REPORTS





CODE ENFORCEMENT

- Wildlife related trash complaints have been a significant issue this summer. We have documented 33 written reports in this quarter. Our code enforcement officer, Jake Blankers, is now out of training and doing an outstanding job of dealing with not only trash, but abandoned vehicles and junk complaints. We are currently accepting applications for a second code officer.

RECRUITMENT AND RETENTION

- Officer Jack Towne completed the WCU Police Academy in Mid-September, and is currently working his way through our field training program.
- We are reviewing several qualified applicants for our Records Clerk, Police Officer, Police Sergeant, and Code Enforcement Officer.

COMMUNITY OUTREACH

- Our officers spent a significant amount of time at the many special events at Hideaway Park. This always provides us a great opportunity to meet and interact with citizens and guests to our community.
- Several officers participated in the Fraser Valley Elementary Health Fair on September 7th.





SUMMER OPERATIONS

The ongoing efforts and hard work of the Public Works Department contributed significantly to the overall satisfaction of our community. The 2024 event season was exceptionally successful. The Town's facilities, parks, and trails were maintained to the highest standards, ensuring an enjoyable experience for all visitors, residents, and staff alike. The Public Works Department's impact fostered a thriving and welcoming environment for all. As we transition into the next quarter, we remain committed to our goals of maintaining high standards in Public Works while continuing to advocate for safety, enjoyment, and inclusivity in our community.





- Coordination with the Chamber, and the hard work of staff and exceptional seasonal crew, ensured that the 2024 events ran smoothly, providing enjoyable experiences for participants and attendees.
- The Public Works Team diligently maintained facilities, streets, parks, and trails, ensuring they were in excellent condition for public use.
- Regular inspections and maintenance activities were carried out to address potential issues promptly and efficiently.
- Fresh asphalt on Vasquez, Lions Gate, and Winter Park Drive, fulfilling the 2024 Asphalt Rehabilitation RFB scope of work.
- Concrete repairs to sidewalks and curb and gutter throughout the Town of Winter Park, fulfilling the 2024 Concrete Improvement RFB scope of work.
- Annual summer programs (Right of Way Permits and Tree Slash Collection & Removal) were successful and wrapped up on September 30, 2024.
- A retroreflective stop sign program was created and implemented. This program is crucial for municipalities because it significantly improves the nighttime visibility of stop signs, leading to enhanced road safety by allowing drivers to see and react to the signs more readily, potentially reducing accidents.
- A new RRF (Rapid Repeating Flashing Beacon) was installed at Conifer Commons on Winter Park Drive.
- The Stormwater Study commenced in September.
- Improvements and maintenance work have commenced at the Parking Garage and Hideaway Place Apartments, fulfilling the Town of Winter Park Parking Structures 2024 Repair RFB Scope of Work.
- The town's comprehensive noxious weed program finished in August.
- A new full-time employee has been hired for the position of Parks and Trails Tech 1.
- Acquired a 2024 Chevy 6500 flatbed plow truck equipped with a sander.
- The Public Works Department placed an order for a new Holder Municipal Tractor for sidewalk clearing, and it is scheduled to arrive in early December 2024.
- Filled the new position of Fleet Tech 1, and there's now an open position for Street Equipment Operator 1 on Bamboo HR.
- Successful event season in Hideaway Park culminated in September with National Public Lands Day.
- Seeking public input and collecting data for the Parks, Trails, Campgrounds, and Open Space Master Plan.
- Efforts to ensure ADA compliance have been ongoing, with updates made to facilities and public spaces to improve accessibility for all, including the installation of an ADA ramp at Wolf Park.
- Secured the services of an ADA Consulting Firm to conduct an ADA accessibility and transition plan survey for town-owned facilities. We have received the report and have begun addressing the findings and implementing corrective actions.
- The annual CIRSA Loss Control Audit has been completed, and results exceeded expectations at 106%.
- Colorado House Bill 21-1110 Website Accessibility for ADA Compliance achieved.
- Colorado House Bill 23-1057 requirements for restroom facilities signage and baby changing stations have been successfully fulfilled.



- Ongoing daily coordination with Slate Communications to keep our website updated, as well as making sure proper and relevant communication pieces are created to keep our guests and visitors informed. Weekly coordination with Local Social to make sure our social media is current, relevant, and informative. Keeping the lines of communication between Staff, Slate Communications, and Local Social open so that all parties are aware of what is happening here at the Town on a government level and throughout the community.
- Summer event season is over, the Town issued over 25 special event permits for the Town. Winter special event permits should start to come in.
- Town of Winter Park and Town of Fraser are still providing RAST (Responsible Alcohol Service Trainings). We have one schedule for October and two scheduled for November in anticipation of new service industry staff coming to Town for the upcoming ski season. Town has had one liquor license transfer this quarter, and no new liquor licenses. One license renewal has been turned in for a marijuana business license.
- Monthly staff appreciation events for the summer are over. We did a lunch and tie-dye event that was well received. We also had an end of season celebration to give appreciation to our Seasonal and Chamber crews for a successful summer.
- Town departments (Town Hall Administration, Public Works, and Police Department) did an IT migration project. This project entailed moving everyone's computers to SharePoint and OneDrive. We are currently working through the final phase of this project.





WINTER SERVICE OPERATIONS

- Town Council has approved the 2024-25 operations plan which includes a shift to 15-minute Black Line service during peak days & times as well as an additional two hours of early morning service which will operate at 6:00 am and 6:15 am on the Black Line.
- Town Staff has ordered updated tablets from TransLoc to be installed in all 24 full size buses which will integrate with the Town's transit app for upgraded real time vehicle tracking capabilities.
- Town Staff has ordered new automated voice announcement hardware to be installed in three additional buses which the Town received from the Denver Auction last season. This hardware gives the drivers the ability to focus on vehicle operations while the voice announcement system announces all stops.
- Transdev has hired a new full time General Manager for the Winter Park location. Salvador Pozos comes from Mountain Metro at Transdev's Colorado Springs location and will be fully trained by the start of winter service.
- Transdev is continuing to hire locally for the winter season. Transdev currently has 22 drivers ready to go, 5 drivers in training and 5 drivers who will be coming from out of state.

TRANSIT GRANTS

- The Colorado Department of Transportation notified the town that it had received transit funding in the total amount of \$2,804,572.00 for the purchase of two new electric buses (bringing the Town's total order to four electric buses), two new body-on-chassis buses, and a portion of the matching funds requirement. The addition of these vehicles will continue to improve the reliability and connectivity of the Town's transit system. Town Staff is expecting to begin the process of purchasing these vehicles in early 2025.

FLEET AVAILABILITY

- In early July, the Town acquired two new buses from Gillig which has replaced two of the oldest vehicles in the fleet. This brings the total number of vehicles replaced to 10 within the last year. The buses which were replaced were from the Town's inaugural fleet from 2016 and had been showing extensive signs of wear.
- Town Staff, working with their operational partner, Transdev, have begun to conduct fleet readiness meetings in preparation for winter service 2024-25.
- Town Staff, working with Transdev, have been in the process of ensuring all vehicles will be equipped with cameras prior to the vehicles operating. All vehicles will be equipped with cameras prior to the start of winter season. Buses currently without cameras are not being operated.

**Q3
2024**

WINTER PARK COMMUNICATIONS REPORT



COMPLETED

- Gondola Messaging, URA video filming and FAQs, informational landing pages and content development
- Climate Action Program email development and iconography
- Community Housing Rental Lottery
- Whole Scoop – Summer Happenings
- Promoting community surveys
- Updated staff headshots and b-roll filming

Q4 2024 FOCUSES

- Q4 2024 Whole Scoop
- URA educational video creation
- HOPE fund radio advertisements
- Community Housing Home Ownership Lottery
- ACFR design

GRAPHICS & DESIGN



EMAIL STATISTICS



1,666

E-News
Subscribers
(2% increase)



62%

Average Email
Open Rate



66

Views on
Whole Scoop
Summer Video

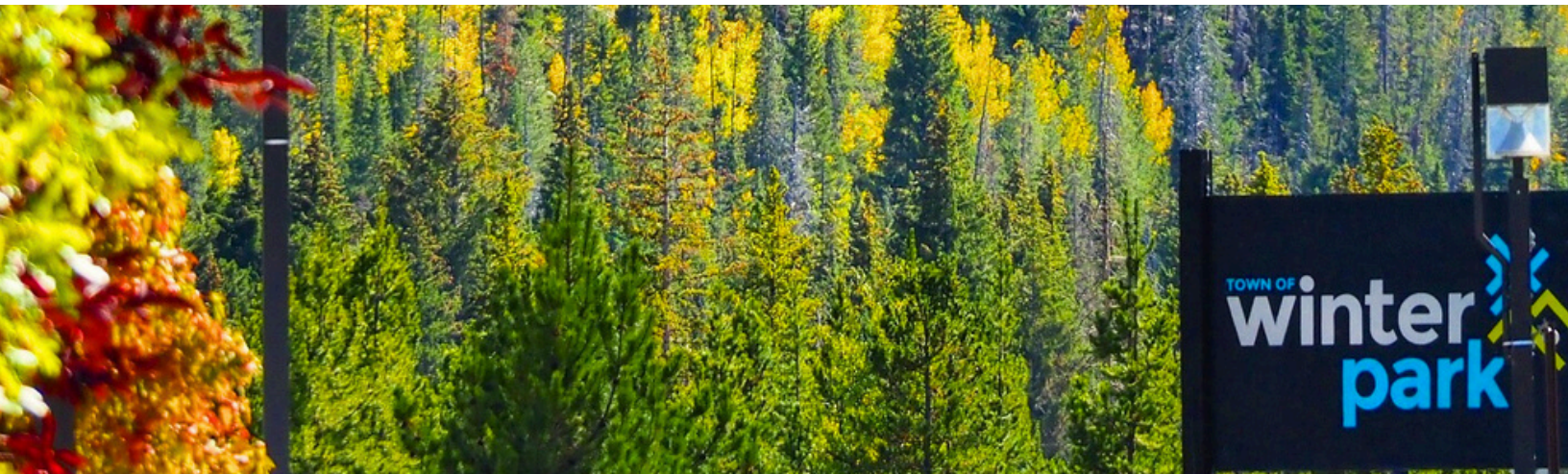
15 EMAILS SENT



Social Media *Analytics*

TOWN OF WINTER PARK

Presented by Local Social



LOCAL SOCIAL

This presentation by Local Social focuses on the social media marketing analytics for each of the Town of Winter Park's online social channels for Q3 2024.



TOP INSTAGRAM POSTS BY REACH



2.4K

Posted on 8/2



1.7K

Posted on 7/20

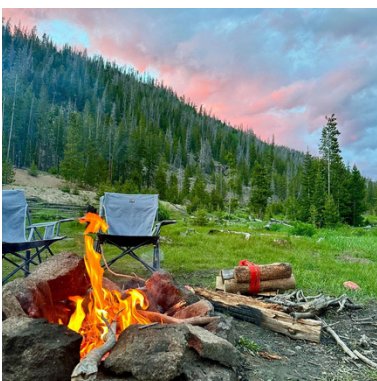


1.5K

Posted on 8/25

Content: Empathetic acknowledgement of wildfires across the county and reminder of wildfire safety practices and current fire danger level; Photo from Day 1 of Winter Park Jazz Festival with mention of increase in pedestrian traffic and Good Neighbor policies; Fall biking photo with trail guidelines provided by Public Works Director.

TOP INSTAGRAM POSTS BY ENGAGEMENT



146

Posted on 8/2



122

Posted on 9/17



112

Posted on 7/5

Content: Empathetic acknowledgement of wildfires across the county and reminder of wildfire safety practices and current fire danger level; Photo of first snow of the season on Parry's Peak with railroad tracks and information about Mountain Passenger Rail; Moose photo posted after heightened local moose activity with caption about living in harmony with wildlife.

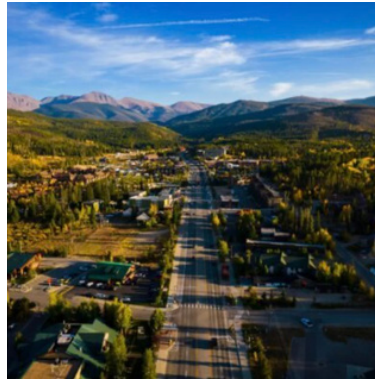


TOP FACEBOOK POSTS BY REACH



11.4K

Posted on 8/7



10.3K

Posted on 8/4



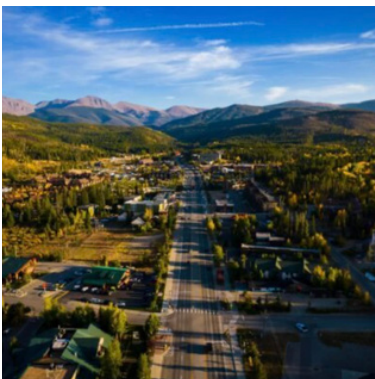
4.4K

Posted on 8/31

Content: Shout Out to the Winter Park Gardeners; Post with link to Downtown Parking Survey- this post was shared 16 times; Reminder for Stage One fire restrictions posted over Labor Day Weekend with links for Fire Restriction information and local camping resources.



TOP FACEBOOK POSTS BY ENGAGEMENT



3.4K

Posted on 8/4



225

Posted on 8/30



208

Posted on 7/5

Content: Post with link to Downtown Parking Survey- this post received 335 link clicks; Pictures from the final high Note Thursday and Winter Park Farmers Market with a caption highlighting the sense of community these events provided over the Summer; Moose photo posted after heightened local moose activity with caption about living in harmony with wildlife.



Instagram @THELIFT

TOP-PERFORMING INSTAGRAM POSTS



529 REACH

Posted on 7/3



24 LIKES

Posted on 8/15



27 LIKES

Posted on 8/19

Content: Announcement of Lift service update due to Granby Fourth of July parade; Picture of a Moose at a Lift Bus Stop with mention of weekend events and reminder of service hours; Reminder of quickly changing weather conditions and availability of The Lift for a dry ride



Facebook THE LIFT

TOP-PERFORMING FACEBOOK POSTS



2K REACH
55 ENGAGEMENTS

Posted on 7/25



771 REACH
46 ENGAGEMENTS

Posted on 7/8



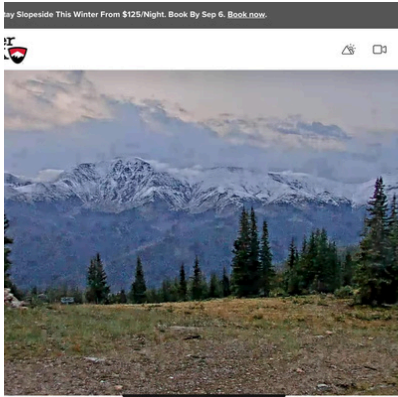
91 REACH
10 ENGAGEMENTS

Posted on 8/6

Content: Post with link to the New 5-Year Transit Plan; announcement of extended Lift service for SolShine concert; Picture of local kids touring the Transit Maintenance Facility



TOP-PERFORMING FACEBOOK POSTS



35K REACH
986 ENGAGEMENTS

Posted on 9/5



11.5K REACH
380 ENGAGEMENTS

Posted on 8/10



1.9K REACH
134 ENGAGEMENTS

Posted on 7/28

Content: Shared photo from WPR of first snow of the season and reminders for Winter driving preparedness; photo and report from fatal motorcycle crash; picture of Officer at Rendezvous Event Center thanking concert-goers for cooperation and respect which allow for safe events



TOP-PERFORMING POSTS



267 IMPRESSIONS
12 REACTIONS

Posted on 7/2



83 IMPRESSIONS
5 REACTIONS

Posted on 9/20



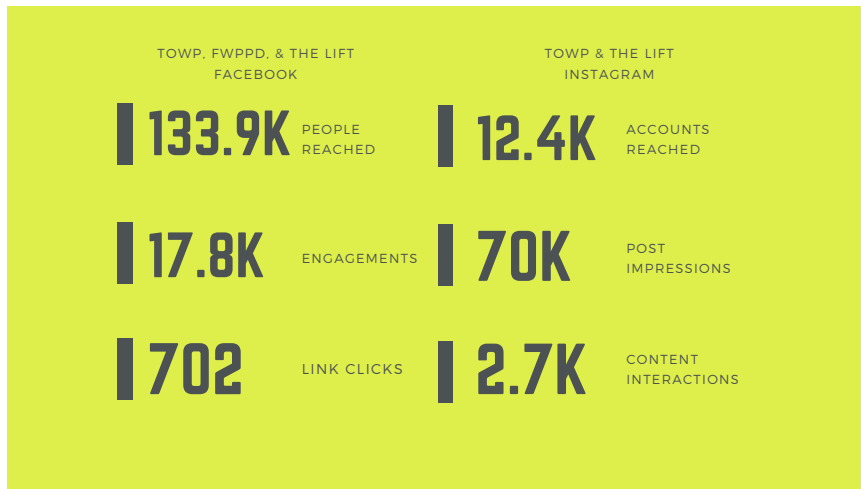
176 IMPRESSIONS
20 CLICKS

Posted on 8/5

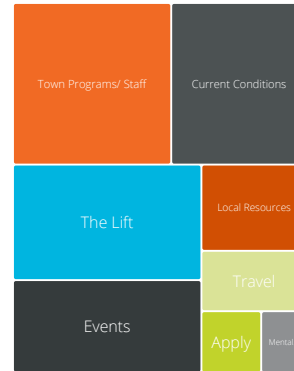
Content: Picture of Parks crew at music festival with a caption about perks of the job; Seasons changing photo mentioning Summer accomplishments and excitement about projects continuing into the Fall; Accounting Manager job opening post

Instagram, Facebook, LinkedIn

AT A GLANCE



TOPICS COVERED:



INSTAGRAM: (TOWP + LIFT)

81 feed posts
263 total content shared
97 pictures
17 reels
175 shares
+123 followers =
1,845 TOWP Instagram followers

FACEBOOK: (TOWP + FWPPD + LIFT)

72 TOWP posts
27 FWPPD posts
18 Lift posts
240 Total Facebook Content
+82 followers =
2,544 TOWP followers
+107 followers =
4,237 FWPPD followers

LINKEDIN:

772 impressions
59 clicks
4 posts
+10 New followers

Observations



WHAT WE SAW

- You followers enjoy seeing staff in your posts- new staff intros, police officers engaging with the community, staff groups at events!
- Sense of community overwhelming theme in posts about local events.
- Appreciation for updates on current local conditions.
- Participation in town surveys via links easily accessible in your social media posts.
- Interest in Town Programs, Staff, and events.

WHAT WE HOPE TO SEE

- Share local events and promote local business during shoulder season.
- Continue highlighting Town events, programs, and give shout-outs to staff.
- Provide updates on current conditions including fire safety reminders and winter driving conditions.
- Share housing/ STR/ Good Neighbor information.
- Keep spreading awareness about mental health resources.

WHAT WE'RE IMPLEMENTING

Keep your social media platforms actively engaged to guarantee that the community has straightforward access to information and feels a sense of transparency regarding Town happenings.

Regularly share updates about local conditions, express appreciation for the hard work of the Town's staff, and offer helpful resources for visitors and residents in Winter Park.



Overall

Your Q3 social media content covered a beautiful and fun Summer in Winter Park while also keeping your followers up-to-date on important local initiatives and town programs. During this period, our community unites for a variety of events in Hideaway Park, creating a remarkable sense of togetherness, which your social media channels effectively highlighted. Leveraging your platforms, Local Social set a collaborative tone by showcasing current conditions and emphasizing safety measures amidst wildlife encounters, floods, and fire risks. The audience greatly appreciated seeing Town staff, including new members, parks and gardens crew, and police officers, reinforcing a sense of familiarity and trust. Ensuring easy access to local resources was fundamental to your strategy, keeping followers well-informed and engaged.

Consistent collaboration with the communications team was pivotal in curating valuable content across all social media channels. I had more direct communication with FWPPD this quarter which led to quick coverage for local alerts and opportunities to show the PD engaging with the community.

Thank you!

Local Social