

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, November 19, 2024 – 5:30 p.m.

Dinner Provided



AGENDA

1. Meeting Call To Order
 - a. Pledge of Allegiance
 - b. Roll Call of Council Members
2. Town Hall Meeting (*Public Comment*)

Public Comment is restricted to three minutes per person, and you must state your name and physical address for the record. Please be mindful of not reiterating other people's comments.
3. Consent Agenda
 - a. Approval of November 5, 2024, Regular Meeting Minutes
4. Action Items
 - a. Public Hearing, Special Event Permits – Turkey Trot, Reindeer Run, Deck the Slopes at Winter Park Resort, and New Years Eve Celebration at Hideaway Park
 - b. Public Hearing, Resolution 2187, A Resolution Summarizing Revenue and Expenditures for Each Fund, Adopting a Budget for the Town of Winter Park, Colorado for the Calendar Year Beginning on the First Day of January 2025 and Ending on the Last Day of December 2025, and Making Appropriations for Fiscal Year 2025
 - c. Resolution 2189, A Resolution Making Findings of Fact, Determinations, and Conclusions Concerning the Annexation of Connor-Bertron Addition, a 3.79 Acre Parcel of Land Located in Unincorporated Grand County
 - d. Ordinance 625, An Ordinance of the Town of Winter Park, Colorado, Approving and Accomplishing the Annexation of the Connor-Bertron Addition, a 3.79 Acre Parcel of Land Located in Unincorporated Grand County Into the Town of Winter Park, Second Reading and Public Hearing



- e. Resolution 2190, A Resolution Approving the Annexation, Zoning, and Vested Rights Agreement with Connor-Bertron Holdings, LLC for Property Known as the Connor-Bertron Addition
 - f. Ordinance 626, An Ordinance Approving Zoning a 3.79 Acre Parcel of Land Annexed Into the Town of Winter Park (The Connor-Bertron Addition) as Single-Family Residential (R-1) Zone District, First Reading
 - g. Ordinance 627, An Ordinance Revising Amounts Budgeted and Appropriated for Fiscal Year 2024 and Amending the 2024 Adopted Budget for the Town of Winter Park, Colorado, First Reading
 - h. Resolution 2191, A Resolution Accepting the Proposal from the GreyEdge Group, LLC, Feasibility Study for the Town of Winter Park Geothermal Heating District and Awarding a Contract Therefor
5. Town Manager's Report
 6. Mayor's Report
 7. Town Council Items for Discussion

You are invited to a Zoom webinar.

When: November 19, 2024, 05:30 PM Mountain Time (US and Canada)

Topic: Town of Winter Park Meeting

Register in advance for this webinar:

<https://us02web.zoom.us/j/71156119233?pwd=ZWZkb25ZxRzOczSD94EVV3w>

MINUTES

DATE: Tuesday, November 5, 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, Michael Periolat, Rebecca Kaufman, and Art Ferrari, and Town Manager Keith Riesberg, Assistant Town Manager Alisha Janes, Town Clerk Danielle Jardee, and Town Attorney Hilary Graham

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

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

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

2. **Town Hall Meeting**

No comments were made.

3. **Consent Agenda**

3.a. **Approval of October 22, 2024, Regular Meeting Minutes**

Councilor Jeremy Henn moved and Councilor Art Ferrari seconded the motion approving the consent agenda. Motion carried: 6-0.

4. **Action Items**

4.a. **Public Hearing, Resolution 2187, A Resolution Summarizing Revenue and Expenditures for Each Fund and Adopting a Budget for the Town of Winter Park, Colorado for the Calendar Year Beginning on the First Day of January 2025 and Ending on the Last Day of December 2025**

Town Manager Keith Riesberg stated the budget is being formally submitted to Council for your consideration tonight. Mr. Riesberg stated per the Town Charter it is required to hold a public hearing to receive comments on the proposed budget, and Staff is recommending that both the resolution and public hearing be continued to the November 19 Town Council meeting. Mr. Riesberg stated in continuing this item, it gives public a second opportunity to review and comment. Mr. Riesberg stated the budget as presented has been discussed with Council at multiple workshops and does incorporate the direction and projects established by Council. Mr. Riesberg stated the budget is a plan for action to take in the coming year, and as with any plan it can be modified and adjusted as the year moves forward should conditions warrant. Mr. Riesberg

stated an extensive overview of the budget was presented at today’s workshop and Staff can answer any questions. Mayor Nick Kutrumbos opened the public hearing; no comments were made. Mayor Kutrumbos asked for a motion to continue the public hearing and resolution 2187 to the November 19 Town Council meeting.

Councilor Michael Periolat moved and Mayor Pro Tem Jennifer Hughes seconded the motion continuing Public Hearing, Resolution 2187, A Resolution Summarizing Revenue and Expenditures for Each Fund and Adopting a Budget for the Town of Winter Park, Colorado for the Calendar Year Beginning on the First Day of January 2025 and Ending on the Last Day of December 2025 to the November 19, 2024, Town Council Meeting. Motion carried: 6-0.

4.b. Resolution 2188, A Resolution Approving a Special Use Permit Regarding a Long-Term Mobile Vending Use for Mary’s Mountain Cookies

Community Development Director James Shockey stated this request is one you saw last year; the request is to operate a long-term mobile vending permit for a gondola cart up at Winter Park Resort to sell Mary’s Mountain Cookies. Mr. Shockey stated the way our regulations read, every year this special use permit must be applied for and approved by Council to operate as mobile vendor. Mr. Shockey stated the Planning Commission reviewed and approved this permit with four conditions. Mr. Shockey stated no complaints were received last year about this operation and Staff recommends approval with the same four conditions.

Councilor Michael Periolat moved and Councilor Art Ferrari seconded the motion approving Resolution 2188, A Resolution Approving a Special Use Permit Regarding a Long-Term Mobile Vending Use for Mary’s Mountain Cookies. Motion carried: 6-0.

4.c. Ordinance 625, An Ordinance of the Town of Winter Park, Colorado, Approving and Accomplishing the Annexation of the Connor-Bertron Addition, a 3.79 Acre Parcel of Land Located in Unincorporated Grand County Into the Town of Winter Park, First Reading

Community Development Director James Shockey stated the request is to annex this parcel into the Town, on, October 1 Council adopted resolution 2184 which found the petition that was submitted was in substantial compliance with the State requirements for annexation. Mr. Shockey stated the next step in the annexation process was to bring a formal ordinance to Council for consideration, that is what this first reading is, if adopted tonight, the second reading and public hearing would be on November 19, 2024. Mr. Shockey stated on November 19, Council will also consider the annexation agreement and the first reading of the zoning ordinance. Mr. Shockey stated the zoning for this parcel is proposed for R-1 zoning which is the lowest density residential. Mr. Shockey stated Staff does recommend approval.

Councilor Jeremy Henn moved and Councilor Art Ferrari seconded the motion approving Ordinance 625, An Ordinance of the Town of Winter Park, Colorado, Approving and Accomplishing the Annexation of the Connor-Bertron Addition, a 3.79 Acre Parcel of Land Located in Unincorporated Grand County Into the Town of Winter Park, First Reading. Motion carried by the following roll call vote:

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

5. Town Manager’s Report

Town Manager Keith Riesberg stated Grand County is currently preparing a five-million-dollar grant application for the Bureau of Reclamation Upper Colorado River Basin System

Conservation and Efficiency Program. Mr. Riesberg stated the intent of the grant application is to fund Grand County's Wildfire Ready Action Plan. Mr. Riesberg stated they are asking for a letter of support; it is our intention to prepare a letter.

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

7. **Town Council Items for Discussion**

Councilor Jeremy Henn stated after attending the MT2030 (Mountain Towns 2030) conference he received an email asking if Winter Park would be interested in joining as a founding member of MT2030. Councilor Henn stated it is \$5,000 dollars to join, Council agreed to join. Councilor Henn stated he would like to keep a revaluation of Council pay on the radar and advance that. Councilor Henn stated we are not a sleepy mountain Town anymore, and Councilors, especially the Mayor and Mayor Pro Tem attend a lot of meetings weekly for Town business. Town Manager Keith Riesberg stated Council can't adjust their own pay, so it would get adjusted at the next Council election cycle. Mr. Riesberg stated Staff will prepare a report and information for Council's consideration. Councilor Henn stated Mayor Nick Kutrumbos and himself attended the Governor's press conference at Union Station announcing the extended service of the ski train yesterday. Councilor Henn stated the ski train is expanding days and times and prices range from \$19 dollars to \$39 dollars, and they also have extended capacity. Councilor Henn stated this is the first step of the passenger rail. Council discussed the capacity and our transit system being able to support it, and the additional stop in Fraser which is new for the ski train. Mayor Nick Kutrumbos stated our side of Berthoud Pass was well-maintained when they went down, so if you see local CDOT (Colorado Department of Transportation) Staff, let them know when they are doing a good job. Councilor Rebecca Kaufman stated thanks to Mayor Kutrumbos for all his time spent going to extra meetings, etc. this past month.

There being no further business to discuss, upon a motion regularly adopted, the meeting was adjourned at 5:48 p.m.

The next scheduled meeting of the Town Council will be Tuesday, November 19, 2024, at 5:30 p.m.

Danielle Jardee, Town Clerk



TOWN OF WINTER PARK
TOWN COUNCIL
November 19, 2024

SPECIAL EVENT PERMITS –PUBLIC HEARING

- Applicants:**
1. Turkey Trot, Blake Hermann
 2. Reindeer Run, Megan Anderson
 3. Deck the Slopes, Jeff Scott
 4. NYE Celebration, Megan Anderson

Staff Contact: Dani Jardee, Town Clerk

Event Descriptions:

Turkey Trot start of race located at 47 Cooper Creek Way:

1. Annual Turkey Trot which is a 5K fundraiser for the Grand Foundation, race starts at 9:30 a.m. on Thursday, November 28 and ends at Vicious Cycle Brewery in Fraser, event ends at 11:00 a.m.

Reindeer Run event starts at the A-Frame Club and ends at Rendezvous Event Center at Hideaway Park:

1. 5k over the snow race with kids' activities, candy cane lane, sledding, and hot cocoa on December 20, 2024, race start is 4:30 p.m., event to end at 7:00 p.m.

Deck the Slopes, located at Winter Park Resort:

1. Holiday fun starting November 30 with tree lighting, Dec. 7, 14, & 21 holiday themed activities around the resort including festive drone shows, and live reindeer, ending on Dec. 24 with annual Torchlight Parade.

New Year's Eve Celebration located at Rendezvous Event Center at Hideaway Park:

1. Free silent disco and New Year's Eve Celebration on December 31 from 7:00 p.m. to 9:00 p.m.

Staff Comments: The Special Event Permit applications were received, reviewed, and approved by Town staff. Notification of the Public Hearing for Reindeer Run and NYE Celebration were published in the Sky Hi News and Middle Park Times on October 23, 2024. Notification of the public hearing for Turkey Trot and Deck the Slopes were published in the Sky Hi News and Middle Park Times on October 30, 2024. No comments have been received.

Attachments: Applications, Maps, and Operation Plans

Staff Recommendation

Staff recommends the Town Council grant the Special Event Permits for all four applicants.



Special Event Permit Application



Please complete each section; additional sheets may be used if necessary. If your group will be serving alcohol, please complete Form DR 8439 also. Alcohol served in bottles or cans are never permitted at events.

Name of Applicant: Winter Park Turkey Trot

Mailing Address of Applicant: 901 Colorado Blvd Denver CO 80206 #232

Contact Name: Blake Herrmann Contact Number: [REDACTED]

Contact Email: [REDACTED]

Type of Special Event (i.e. fundraiser, concert): Fundraiser 5K

Address of Special Event: 47 Cooper Creek Way Winter Park CO - 751 Zerex St Fraser CO 80442

Do you have written permission to use the premises? Yes No

Exact dates and times of the event:
11/28 9:00 AM - 11:00 AM

Explain the nature of your organization, its function, and who/what benefits from its operations:

Who or what organization will be the recipient of the funds derived from this event?
The Grand Foundation

Number of expected attendees: 400

Describe the premises where the event will take place:

What type of security will be provided? Security will be provided by volunteers

Number of security personnel: 20 How will they be identified? Hi-Viz t shirts

If the event is being held outdoors, how will the exterior boundaries of the premises be marked?
Yes the event will be outside we will have boundaries with traffic cones

What type of entertainment will be provided at the event?
none

How will attendees be checked for proper age (i.e. at the door, at the bar)?
How will underage attendees be identified so they are not served alcohol (i.e. wristbands)?

there will be no age restricted items

How will the conduct of attendees be monitored and by whom?

the attendees will be monitored by the volunteers in the street.

What type of beverages and food or snacks will be available?

water, coffee, and small snacks will be provided

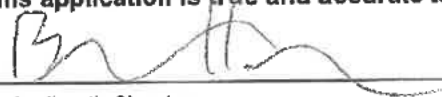
Organization State Sales Tax Number:

Organization Town Sales Tax Number:

Explain how the event will be marketed; what kinds of advertising material will be distributed and who are the targeted recipients?

the event will be marketed by flyers around the town

Thereby certify, under penalty of perjury, that the information provided to the Town of Winter Park contained in this application is true and accurate to the best of my knowledge.


Applicant's Signature

11/1/2024
Date

Applicant's Email Address

901 Colorado Blvd Denver CO 80201
Applicant's Mailing Address

Sumner
Applicant's Physical Address

Applicant's Main Phone Number

Applicant's Alternate Phone Number

STATE OF COLORADO
COUNTY OF GRAND
TOWN OF WINTER PARK

Subscribed and sworn to me this _____ day of _____ 20____
Witness my head and official seal:

Notary Public

My commission expires

2024 Turkey Trot Agenda

❖ Route

- Route- the Route will begin @ 47 Cooper Creek Way (Cooper Creek Square)
- Taking the first right onto Vasquez Rd
- right onto Lions Gate Rd.
- take Lionsgate to the roundabouts @ Old Victory Rd
- Make a U turn through the 2nd round about on Old Victory rd.
- Head back to the second round about @ Old Victory & Lions Gate.
- Left on the Fraser River trail
- Head north on the Fraser River trail
- Stopping right at Old Victory Rd
- Ending @ vicious cycle

❖ Road Closures and Time

- Cooper & Vasquez Rd (9:25-9:35 AM)
- Vasquez & Lions Gate (9:25-9:35 AM)
- Lions Gate & Rendezvous (9:30-9:40 Minutes)
- Lions Gate & Miller Rd (9:35-9:45 AM)
- Lions Gate & Old Victory Rd Round about (9:38-10:00 AM)
- Old Victory Rd and Grand Elk (9:40-9:55 AM)
- Second & HWY 40 (9:40-10:05)
- Grand PK Dr & Hwy 40 (9:45-10:15) directing cars through within gaps of runners.
- The rest of the route will remain on the Fraser River Tr

❖ Volunteers

We should have roughly 25 friends/family that will be helping organize and direct traffic at the event.

The traffic directors will be Markt in hi-visibility shirts, as well as have flags and cones for the Major Intersection

****Multiple people will be assigned the intersection of Grand Park & Hwy 40****

Turkey Trot Agenda	
Wednesday 23 27	
4:00-7:00 PM	Packet Pick Up (Location TBD)
Thursday 24 28	
8:00-9:00 AM	Day of Race Registration
9:30 AM	Race Start Cooper Creek Square 47 Cooper Creek Way Winter Park, CO
11:00 AM	Vicious Cycle Brewing First 10 finishers get 1 free beer (Must be 21+) Awards Ceremony
Transportation will be provided back to starting line	



Special Event Permit Application



Please complete each section; additional sheets may be used if necessary. If your group will be serving alcohol, please complete Form DR 8439 also. Alcohol served in bottles or cans are never permitted at events.

Name of Applicant: Megan Anderson / Winter Park & Fraser Chamber

Mailing Address of Applicant: P.O. Box 3236 Winter Park, CO 80482

Contact Name: Megan Anderson Contact Number: [REDACTED]

Contact Email: [REDACTED]

Type of Special Event (i.e. fundraiser, concert): 5K over the snow race, candy cane lane, sledding, hot cocoa bar

Address of Special Event: Rendezvous Event Center

Do you have written permission to use the premises? Yes No

Exact dates and times of the event:
December 20, 2024

Explain the nature of your organization, its function, and who/what benefits from its operations:
Winter Park & Fraser Chamber

Who or what organization will be the recipient of the funds derived from this event?
Grand Kids Learning Center

Number of expected attendees: 100-450

Describe the premises where the event will take place:
5K to start at A-Frame Club through Fraser River Trail ending at Rendezvous Event Center for activities.

What type of security will be provided? N/A staff will be on site

Number of security personnel: N/A How will they be identified?

If the event is being held outdoors, how will the exterior boundaries of the premises be marked?
Non permanent course markings along event course

What type of entertainment will be provided at the event?
5K fun run, candy cane lane , hot cocoa, smores at finish line

How will attendees be checked for proper age (i.e. at the door, at the bar)?
How will underage attendees be identified so they are not served alcohol (i.e. wristbands)?

N/A

How will the conduct of attendees be monitored and by whom?

Chamber Staff

What type of beverages and food or snacks will be available?

Organization State Sales Tax Number:

Organization Town Sales Tax Number:

Explain how the event will be marketed; what kinds of advertising material will be distributed and who are the targeted recipients?

Online, Social media, e-blasts, posters, etc.

Thereby certify, under penalty of perjury, that the information provided to the Town of Winter Park contained in this application is true and accurate to the best of my knowledge.

Applicant's Signature

Date

Applicant's Email Address

Applicant's Mailing Address

Applicant's Physical Address

Applicant's Main Phone Number

Applicant's Alternate Phone Number

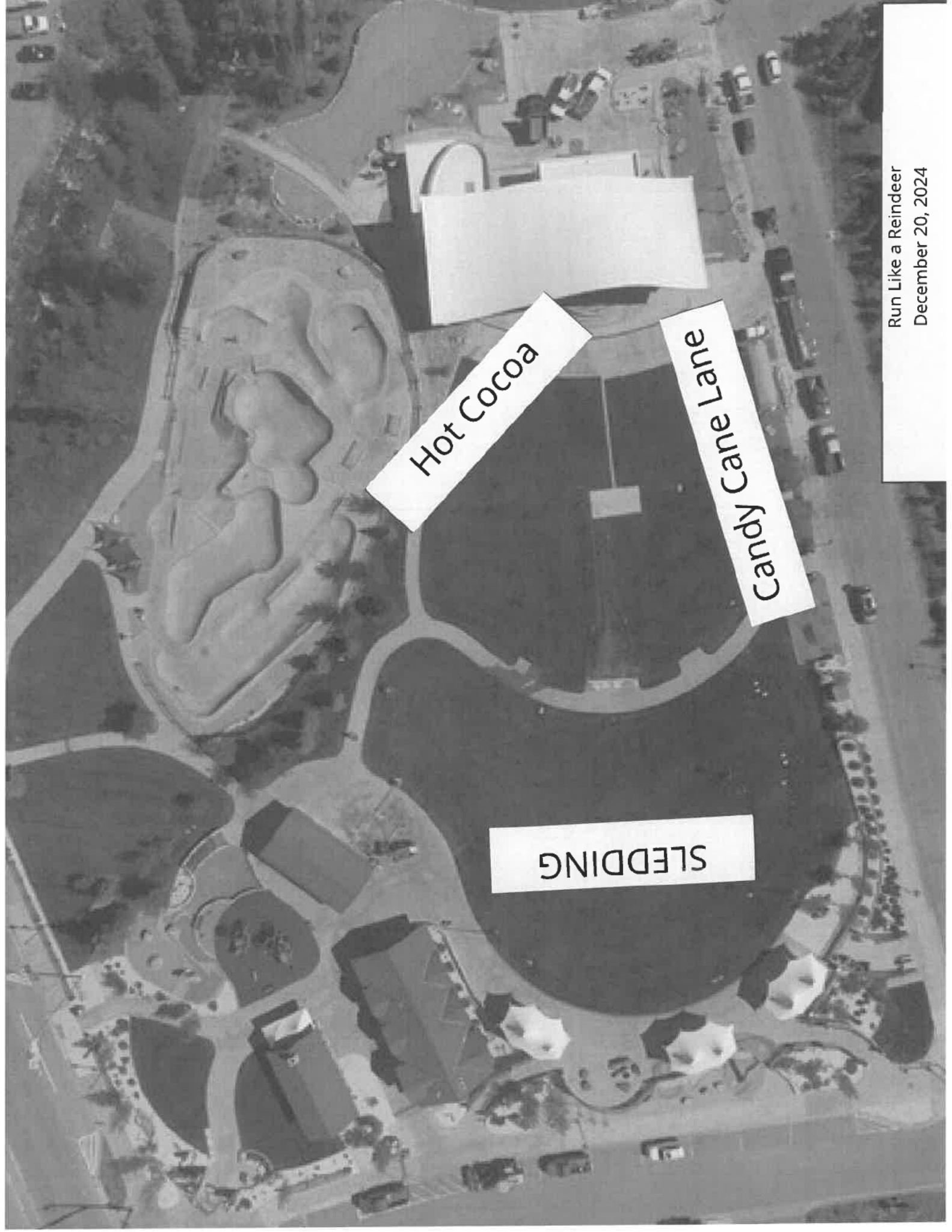
STATE OF COLORADO
COUNTY OF GRAND
TOWN OF WINTER PARK

Subscribed and sworn to me this _____ day of _____ 20__

Witness my head and official seal:

Notary Public

My commission expires



Hot Cocoa

Candy Cane Lane

SLEDDING

Winter Park

Special Event Operations Plan

Run Like a Reindeer

12/20/2024

Event Synopsis

Join us for a festive and exhilarating experience at the **Run Like A Reindeer 5K fun run**, where you can dash through the snow in a winter wonderland! Whether you're an experienced runner or just looking to have fun, this race promises a memorable day for everyone.

Date: Friday, December 20, 2024

Time: 4:30 pm

Location: Old Town Winter Park to Rendezvous Event Center in Downtown Winter Park

Get ready to lace up your running shoes or Nordic boots and snowshoe, cross country ski, fat bike, or walk with snow cleats on the Fraser River Trail to the Rendezvous Event Center. Embrace the magic of the season as you race against friends, family, and fellow holiday enthusiasts. Participants are encouraged to wear their best reindeer-themed attire—antlers, festive costumes, or holiday gear—to add to the fun!

Chamber staff to work with US Forest Service and Town of Winter Park staff regarding the Trail.

Event Coordination

WP Chamber Staff will be onsite. Chamber team to discuss with Police Department and Winter Park Public Works Department.

Chamber schedule is as follows

Task	Date	Details
Registration prior to event day	December 19 2024	Packet Pick up in Visitor Center prior to event
Set course with non-permanent markings	December 19 2024	Chamber staff will be on trail setting course with signs and marking tape, stage green room for craft party.
Packet pick up and Race start	December 20 2024 Packet Pickup @1:30	Pick-up @ A-Frame Club @ 1:30 pm

	pm-4:15; race start @ 4:30 pm	Race start @ trail head – 4:30 pm
Course sweep	December 20, 2024 @ 6pm	A staff member will sweep up all markings, signs, and materials on the course to leave no mess
Race / event finish	December 20, 2024 @ 7pm	Race to finish parallel to vendor row at Rendezvous Event Center. Race should be finished by 7pm* tentative. Activities and music finished at 47pm.
Rendezvous Event Center Activities	December 20, 2024 5:30-7:00pm	Activities at Rendezvous Event Center

Weather Forecast

Going to be a beautiful day, I'm sure. (Report to follow 1 week prior to event)

Traffic Control Plan

Traffic Control Devices

Speed limit on Hwy 40 will remain 40 mph for the event
Rendezvous Way and all side roads will remain open

Scheduled personnel

Catherine Ross – Chamber

Megan Anderson – Chamber

Maria Chavez – Chamber

Lauren Hawes – Chamber



Special Event Permit Application



Please complete each section; additional sheets may be used if necessary. If your group will be serving alcohol, please complete Form DR 8439 also. Alcohol served in bottles or cans are never permitted at events.

Name of Applicant: Winter Park Resort

Mailing Address of Applicant: 85 Parsenn Rd, Winter Park, CO 80482

Contact Name: Jeff Scott Contact Number: [REDACTED]

Contact Email: [REDACTED]

Type of Special Event (i.e. fundraiser, concert): Holiday Series Weekends 11/30, 12/7, 12/14, 12/21, 12/24 - torchlight parade date

Address of Special Event: 85 Parsenn rd, Winter Park, CO 80482

Do you have written permission to use the premises? Yes No

Exact dates and times of the event:
11/30 Holiday Tree Lighting 3:30 PM -5:30 PM, 12/7 11 AM - 5PM Live Reindeer + Holiday Themed Drone Show, 12/14 11 AM -5PM Winter Wonderland Market + Holiday Themed Drone Show, 12/21 11 AM - 5PM Live Reindeer + Holiday Themed Drone Show, 12/24 - 5-6PM Fireworks + Torchlight Parade

Explain the nature of your organization, its function, and who/what benefits from its operations:
Join us at Winter Park Resort for Deck the Slopes, where the holiday spirit meets alpine adventure. From November 30 to December 24, the resort will transform into a winter wonderland with sparkling lights, festive cheer, and unforgettable activities for the whole family every Saturday. The torchlight Parade will consist of a ski down parade and fireworks happening between 5-6pm. The ski down will happen on the Lower Hughes trail and be executed by Winter Park Resort employees carrying flags and snowcats dressed up in

Who or what organization will be the recipient of the funds derived from this event?
Winter Park Resort

Number of expected attendees: 5,000 - 10,000 each weekend/event day

Describe the premises where the event will take place:
The events will take place at the Winter Park Resort's main base area and throughout the Village.

What type of security will be provided? Winter Park Resort Security

Number of security personnel: 10 each date How will they be identified? Winter Park Resort Security Staff Uniform

If the event is being held outdoors, how will the exterior boundaries of the premises be marked?
Signage throughout the event area. There will be permiter fencing in area as well.

What type of entertainment will be provided at the event?
Fireworks and a lit up ski down

Conditions/F

How will attendees be checked for proper age (i.e. at the door, at the bar)?
How will underage attendees be identified so they are not served alcohol (i.e. wristbands)?

Anyone that is served alcohol will have their ID checked prior to being given an alcoholic beverage. Guests will only be able to purchase alcoholic beverages at Winter Park Resort food and beverage locations.

How will the conduct of attendees be monitored and by whom?

Resort, personnel, and security

What type of beverages and food or snacks will be available?

Food and Beverage will be available at different restaurants throughout the base and village.

Organization State Sales Tax Number:

[Redacted]

Organization Town Sales Tax Number:

[Redacted]

Explain how the event will be marketed; what kinds of advertising material will be distributed and who are the targeted recipients?

This event will be marked through the Resorts digital platforms and public relations media. There will also be print signage around the resort promoting the event. Targeted recipients are guests that have an interest in visiting the resort

Thereby certify, under penalty of perjury, that the information provided to the Town of Winter Park contained in this application is true and accurate to the best of my knowledge.

Applicant's Signature

[Handwritten Signature]

10/25/2024

Date

Applicant's Email Address

PO Box 2531 Fraser, CO 80442

Applicant's Mailing Address

[Redacted]

Applicant's Physical Address

[Redacted]

N/A

Applicant's Main Phone Number

Applicant's Alternate Phone Number

STATE OF COLORADO
COUNTY OF GRAND
TOWN OF WINTER PARK

Subscribed and sworn to me this _____ day of _____ 20__

Witness my head and official seal:

Notary Public

My commission expires



Drone Show

Launch Location

Winter Park Ski Resort Amtrak Station

National Sports Center For the Disabled

Balcony House

Trestle Bike Park

The Gondola

Sorenson Park

Lower Parkway

Central Express

Winter Park Dr

Parsenn Rd

er River

Fras

Way Bypass

Metror

Cand



Monday December 23

TBA (Morning) – before opening, close firework platform to public – **Patrol**

TBA (Afternoon) – Mike Turner Productions Arrives EOD to load-in – **Traffic Hut**

Load-in will occur through Main Winter Park Gate to Old Gas Lot location – **Race Crew**

After Resort Closes – burn sled to base Bonfire location – **Grooming**

Stage basket near Waffle Cabin – **Grooming**

Tuesday, December 24

Approx. 7am – Firework company arrive to base for cat tow up Sales – **Grooming/Race Crew**

Approx. 7:30am – firewood for bonfire arrives and is positioned in burn sled – **Race Crew**

Following tow-up – Larry Sales to public – **Patrol**

Approx. 11am – Mike Turner arrives to set up both base area music and mass sound – **Race Crew/Facilities**

Stage Tent and 8' table on 2nd level Race Central deck for Turner Productions – **Race Crew**

Approx. 2pm – Turner Productions starts music at base area

Set lighting needs for the Santa Corral – **Patrol**

Pop Fence in place for "JOY" to be spelled in flares on bottom knoll of Hughes – **Patrol**

When possible, mass set up begins in West Portal – **Facilities**

Stage weights for F&B Tent near Venture Out sign – **Grounds**

Set Tent for F&B satellite sales location near Venture Out with Trash/Recycling & Tables – **Facilities**

Spell out "JOY" at bottom of Hughes in unlit flare – **Race Crew**

Approx. 3:45pm – snow cats start to make trek over to location with support – **Grooming/Patrol**

Police support arrives at both lights to support traffic flow – **Grounds**

Mass production begins to arrive/set up – head's up **Traffic Hut** **Approx.**

4pm – Light Bonfire at base – **Race Crew**

Bradley's & satellite tent open for hot cocoa & spirit sales – **F&B**

Burn barrels, additional trash/recycling receptacles staged at base – **Facilities**

Approx. 4:30pm – Support crew head up Arrow to help – **Marketing/Patrol**

Support crew sets up at base of Arrow to check-in/verify parade skiers – **Patrol**

When ready, verified skiers board Arrow to stage at top for parade

Approx. 5pm – flares distributed at the top of Arrow to skiers – **Marketing/Patrol**

Approx. 5:15pm – event staff in place including skiers & snow cats – **ALL**

Approx. 5:30pm – Begin the Torchlight Parade

Tuesday, December 24 (continued)

Immediately following Torchlight Parade – Santa Set Up and ready for kids – **Patrol**

Sweep down Lower Hughes – **Patrol**

Mass ready to kick-off in West Portal – **Facilities**

Firework production company to breakdown/return to base – **Grooming**

Take down additional fencing from production – **Patrol/Race Crew**

Large outflow of guests will commence around 6:15pm – head's up **Grounds**

Approx. 6:15-30pm

Added Trash & Recycling taken from base – **Grounds/Facilities**



Event Signage removed from base – *Marketing/Patrol/Grounds*

6:45pm – Police presence at lights scheduled

7pm – Mike Turner Production to end music at base area

Refreshment stands close upon business decline – *F&B*

Immediately following event wrap, bonfire either towed away or put out TBD – *Race Crew/Grooming*

EVENT PRODUCTION RADIO: Zone 3, Channel 13 (Marketing Events Channel)

PRIMARY RESORT EVENT CONTACT:

Jeff Scott

[Redacted contact information]

Tonia Shaw

[Redacted contact information]

ADDITIONAL EVENT OPERATIONS RESORT CONTACTS:

PATROL

Riley McDonough

[Redacted contact information]

MARKETING

Nicole Knox

[Redacted contact information]

FACILITIES Tim

Eshom

[Redacted contact information]

Zach Akselrad

[Redacted contact information]

Carl Frey

[Redacted contact information]

RACE CREW

Larry Asmus

[Redacted contact information]

SLOPE

Dave Hagerman

[Redacted contact information]

GROUND

Scotty Ingles

[Redacted contact information]

Derek Nelsen

[Redacted contact information]



CONTACT INFORMATION FOR PRODUCTION VENDORS:

FIREWORKS

Off-Site Organizer

Claire Skalinski



Primary On-Site POC

JR Chambon



SOUND PRODUCTION/EMCEE

Turner Productions



**CHRISTMAS EVE MASS
PRODUCTION**

David Deramo



Adam Young





Torchlight Parade Christmas Eve 2024 Run of Show

EVENTS:

The Annual Torchlight Parade & Bonfire – lighted parade of skiers with flares choreographed to Christmas Music. Following the skier parade, a festive fleet of snow cats come into view to display a Christmas Tree. This is all occurring with holiday inspired fireworks as the backdrop. Guests view parade from multiple base locations with the bonfire at the base of Hughes as the primary guest vantage point.

Approximately 5:30pm Start Time – Parade runs roughly 20-30 minutes in duration

Santa Claus – The stars of the parade are Santa and Mrs. Claus, skiing down to the Santa Corral at the base of Hughes near the Arrow. Kids will line up outside the corral to take get their last chance to talk to Santa before Christmas comes.

Approximately 6-7:30pm – based on years past

Non-Denominational Christmas Eve Mass – following the Torchlight Parade portion of the event in West Portal.

Starts immediately after Parade – approx. 6:15 pm – runs approximately 45-60 minutes

PRIMARY EVENT LOCATION(S): Winter Park Base Area/Lower Hughes/West Portal

OVERALL ESTIMATED ATTENDANCE: 5K+

LIFT IMPACT: Arrow for Ski Down portion – roughly 4:30 – 5pm / Cabriolet for guests to return to Parking by Vintage – closing at 6:30pm

SLOPE IMPACT: Lower Hughes

PARKING: Guest Parking will impact all guest parking lots outside of the base area gates. Parking is free after 3pm. Parking Passes will be issued to necessary vendors/production for inbounds base area. List will be provided to Traffic hut.

EVENT MAP:



LEADING INTO EVENT:

Slope – gels for cats

Patrol – secure flares in safe location, Purchase/Gift Wrap Santa Gifts, Parade skier list for day of event

Race Crew – coordinate with Turner for base music, secure “JOY” flares for event, possibly prep burn sled

Facilities – Coordinate sound with Turner for Mass

Marketing – Signage & general event marketing

Grounds – create best Parking Plan

Facilities – burn barrels for base

Electricians – activate accessible electricity at the Arrow Shack for the Santa Corral at the Base Area

EVENT TIMELINE:

Saturday December 21

EOD – Mark firework platform on Little Pierre – **Race Crew** After

Resort Closes – push firework platform – **Grooming**

Headline: Deck the Slopes

Sub Head: Holiday Festivities at Winter Park

Description: Join us at Winter Park Resort for *Deck the Slopes*, where the holiday spirit meets alpine adventure. From November 30 to December 24, the resort will transform into a winter wonderland with sparkling lights, festive cheer, and unforgettable activities for the whole family every Saturday. Enjoy holiday drone shows lighting up the night sky, meet live reindeer up close, and take part in an array of festive experiences that will make your holiday season truly magical!

Dates

- November 30: Holiday Tree Lighting
- December 7, 14, 21: Enjoy holiday-themed activities around the resort, including festive drone shows, live reindeer, and more.
- December 24: Torchlight Parade

Event Activations:

Overview: Tree Lighting and Torchlight Parade will be repeated the same as they have in the past. The middle 3 weekends are currently being built, but we're exploring holiday drone shows all 3 dates, Reindeer are confirmed for the 7th and 21st, and we're building a "mistletoe lounge" on the 14th in lieu of reindeer. The lounge will include things like hot chocolate, photos with Santa, s'mores making, whiskey tasting with Tin Cup, and more.

All ideas that we're exploring live here: [Holiday Series Activation.pptx](#)

Event Activation Details:

- **November 30th – Holiday Tree Lighting**
 - **Description**
 - Similar event as previous years. Celebrate the start of the holiday season with the WP tree lighting. Beverly Belles will perform holiday music and Santa will be taking photos
 - **Confirmed Activations**
 - Beverly Belles Performance
 - Santa
 - Tree Lighting
- **Deck the Slopes – December 7th, 2024**
 - **Description**
 - New holiday Series called Deck the Slopes. This is the first weekend of activations to fill the white space during the

beginning of the season. The goal is to have the reindeer + drone show.

▪ **Confirmed Activations**

- Reindeer – 11AM – 5PM

- Like last year, Reindeer will be set up in a pen and people can take photos, but can't touch them

- Holiday Themed Drone Show

▪ **Tentative Activations**

- Department Snowman contest
 - Host a contest with lift operations to get holiday themed snowmen built at each lift and spread the event theme into the mountain. These will stay up until at least new year's. Potential to put up signage at each snowman promoting deck the slopes
- Decorations in village
 - Still working on what/who 9/17

• **Deck the Slopes – December 14th, 2024**

◦

◦ **Description**

- New holiday Series called Deck the Slopes. This is the second weekend of activations to fill the white space during the beginning of the season. Since the Reindeer are unavailable, the plan is to have a Winter Wonderland in the village, Mistletoe Lounge concept in the village with a drone show at night.

▪ **Confirmed Activations**

- Meet +great/photos with a professional Santa – 11AM – 5PM
- Holiday Themed Drone Show

▪ **Tentative Activations**

- *Mistletoe Lounge (Need a new name)*
 - Need a new name
 - Jeff handling outreach

• **Deck the Slopes – December 21st, 2024**

◦ **Description**

- New holiday Series called Deck the Slopes. This is the first weekend of activations to fill the white space during the beginning of the season. The goal is to have the reindeer + drone show.

▪ **Confirmed Activations**

- Reindeer 11 AM – 5PM
- Holiday Themed Drone Show

▪ **Tentative Activations**

• **Torchlight Parade – December 24th, 2024**

◦ **Description**

- Similar to last year's event, the torchlight parade including music, bonfire and when the sun goes down, the torchlight parade

- **Confirmed Activations**

- Fireworks
- Torchlight parade
- Santa

- **Tentative Activations**

- DJ



Special Event Permit Application



Please complete each section; additional sheets may be used if necessary. If your group will be serving alcohol, please complete Form DR 8439 also. Alcohol served in bottles or cans are never permitted at events.

Name of Applicant: Megan Anderson / Winter Park & Fraser Chamber

Mailing Address of Applicant: P.O. Box 3236, Winter Park CO 80482

Contact Name: Megan Anderson Contact Number: [REDACTED]

Contact Email: [REDACTED]

Type of Special Event (i.e. fundraiser, concert): Silent Disco Celebration

Address of Special Event: Rendezvous Events Center @ Hideaway Park

Do you have written permission to use the premises? Yes No

Exact dates and times of the event:
December 31, 2024 7-9 pm

Explain the nature of your organization, its function, and who/what benefits from its operations:
Winter Park & Fraser Chamber

Who or what organization will be the recipient of the funds derived from this event?
N/A, free event

Number of expected attendees: ~1,00

Describe the premises where the event will take place:
Free silent disco and New Years Eve Celebration at Rendezvous Event Center

What type of security will be provided? N/A

Number of security personnel: N/A How will they be identified?

If the event is being held outdoors, how will the exterior boundaries of the premises be marked?
natural outline of Hideaway Park, no alcohol served

What type of entertainment will be provided at the event?
Silent Disco

How will attendees be checked for proper age (i.e. at the door, at the bar)?
How will underage attendees be identified so they are not served alcohol (i.e. wristbands)?

N/A

How will the conduct of attendees be monitored and by whom?

by Chamber staff

What type of beverages and food or snacks will be available?

N/A

Organization State Sales Tax Number:

[Redacted]

Organization Town Sales Tax Number:

[Redacted]

Explain how the event will be marketed; what kinds of advertising material will be distributed and who are the targeted recipients?

online, collateral, posters, newspaper, social, mailing, etc

Thereby certify, under penalty of perjury, that the information provided to the Town of Winter Park contained in this application is true and accurate to the best of my knowledge.

Applicant's Signature

Date

Applicant's Email Address

Applicant's Mailing Address

Applicant's Physical Address

Applicant's Main Phone Number

Applicant's Alternate Phone Number

STATE OF COLORADO
COUNTY OF GRAND
TOWN OF WINTER PARK

Subscribed and sworn to me this ____ day of _____ 20____
Witness my head and official seal:

Notary Public

My commission expires

An aerial photograph of a resort complex. A large, dark, kidney-shaped pool is the central feature. To its left is a smaller, more complex pool area with several smaller pools and slides. The resort is surrounded by parking lots with many cars and some buildings. The image is in black and white.

SILENT DISCO

SLEDDING

New Year's Eve Celebration
December 31, 2023

Winter Park
Special Event Operations Plan
New Year's Eve Celebration
Tuesday, December 31, 2024

Event Overview

Event Name: New Year's Eve Celebration

Event Location: Rendezvous Events Center at Hideaway Park

Event Date: December 31, 2024

Event Times: 7:00-9:00 pm

Other: No pets, no alcohol, no smoking of any kind, other rules & Regulations

Please note: All times, dates, and information are subject to change

Expected Attendance: 1,000-2,000

Event Description:

Winter Park shines on New Year's Eve. Join us for a celebration you won't soon forget. On December 31st, the Rendezvous Event Center, in downtown Winter Park, will host sledders and tubers, a Silent Disco by Big Little Sound. This event is free and open to the public and sleds, tubes, and toboggans are provided on the event center's tubing hill.

Event Coordination

WP Chamber Event Staff will be onsite as well as the Town of Winter Park public works crew. Winter Park PD will provide primary traffic control, and protection of attendees. Winter Park PW and Chamber reps will coordinate turning out the lights prior to display and to assist as needed.

Chamber schedule is as follows

Task	Date	Details
Stage / Silent Disco load in	Tuesday, December 31, 2024	4:30-5 pm
Silent disco starts	Tuesday, December 31, 2024	Silent Disco starts on stage at 7pm and plays until 9:00pmish

Traffic Control Plan

No traffic control necessary for this event, normal winter traffic with heavy traffic at 9pm after fireworks.

Scheduled Personnel

Megan Anderson, Catherine Ross



MEMO

TO Mayor and City Council
FROM Keith Riesberg, Town Manager
CC
DATE October 31, 2024
RE Resolution adopting FY 25 budget

Background

Resolution 2187 provides a summary of the planned revenues and expenditures for each of the Town's funds and adopts the budget for FY 2025. The resolution is being introduced at the November 5, 2024 meeting but it is not anticipated to be adopted until the November 19, 2024 meeting. Concurrent with the introduction of Resolution 2187, the Town will open the public hearing for the proposed budget. The Town Council is required to adopt the budget by resolution prior to the end of the current fiscal year.

Analysis

Resolution 2187 adopts the planned budget for the Town of Winter Park for fiscal year 2025. The formation of the budget started in May of this year when the Town Council set the future direction for the Town at their annual retreat. Staff has taken that direction, with additional input and guidance received from the Council at periodic workshops, and prepared the FY 25 budget which is presented for the Council's consideration.

The FY 25 budget was initially overviewed with the Town Council at the October 22 Council workshop. A second budget discussion and review will be held at the workshop prior to the November 5 meeting. The proposed Capital Improvement Plan and equipment replacement schedules were discussed with Council during earlier workshops, with the direction being incorporated into the budget being presented for consideration.

Concurrent with the consideration of the budget resolution, as required by Section 9.5 of the Town Charter, the Council will open a public hearing for citizen comments on the proposed budget. Because the budget is being introduced at the November 5 meeting, staff recommends Resolution 2187 and the public hearing be continued until the November 19, 2024 meeting. This will allow additional time for members of the public to review the budget as being presented.



Resolution 2187 provides a summary of the revenues and expenditures for each of the Town's funds. The planned budget for fiscal year 2025 includes the following anticipated revenues and expenditures:

Fund	Revenues	Expenditures
General	\$14,980,000	\$19,675,792
Affordable Housing	\$2,400,000	\$2,658,642
Conservation Trust	\$6,500	\$4,000
Open Space	\$402,000	\$400,000
Law Enforcement	\$5,627,760	\$5,628,908
Capital Projects	\$5,630,790	\$5,606,265
Building Services	\$980,000	\$980,000
Transit & Trails	\$9,129,424	\$11,126,168

The proposed budget as presented fulfills the requirement of the Town Charter for the Town Manager to prepare and present a recommended budget for the Town Council's consideration. The Council is welcome to amend the proposed budget as desired prior to the budget's adoption. Staff will be glad to spend as much time and go into as much detail as desired in presenting the proposed FY 2025 budget.

Recommendation

The adoption of Resolution 2187 will adopt the planned budget for the Town of Winter Park for fiscal year 2025. Staff recommends this resolution and the associated public hearing be continued until the November 19, 2024 meeting, at which time staff recommends the adoption of Resolution 2187.

Should the Town Council wish to approve Resolution 2187 adopting a budget for the Town of Winter Park for fiscal year 2025, the following motion should be made:

I move to approve Resolution 2187 adopting a budget for the Town of Winter Park for fiscal year 2025 as presented.

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

I move to deny Resolution 2187 adopting a budget for the Town of Winter Park for fiscal year 2025 as presented.



If a proposed budget for fiscal year 2025 is not adopted by resolution prior to the end of the fiscal year, the previous year's budget would be considered to be the adopted budget.

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

TOWN OF WINTER PARK

RESOLUTION NO. 2187
SERIES OF 2024

A RESOLUTION SUMMARIZING REVENUE AND EXPENDITURES FOR EACH FUND,
ADOPTING A BUDGET FOR THE TOWN OF WINTER PARK, COLORADO FOR
THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2025 AND
ENDING ON THE LAST DAY OF DECEMBER 2025, AND MAKING APPROPRIATIONS FOR FISCAL YEAR
2025

WHEREAS, Section 9.3 of the Town of Winter Park Home Rule Charter provides that the Town Manager prepare and submit a proposed Budget to the governing body; and

WHEREAS, Keith Riesberg, Town Manager, has submitted a proposed Budget to the governing body for its consideration; and

WHEREAS, upon due and proper Public Notice, said proposed Budget was open for inspection by the public at a designated place, a public hearing was opened on November 5th, 2024. The public hearing was continued to November 19th, 2024, and interested taxpayers were given the opportunity to file or register any objections to the proposed Budget.

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

Section 1. That estimated revenues and expenditures for each fund are as follows:

Estimated Revenues

1. General Fund	14,980,000
2. Affordable Housing Fund	2,400,000
3. Conservation Trust Fund	6,500
4. Open Space Fund	402,000
5. Law Enforcement Fund	5,627,760
6. Capital Projects Fund	5,630,790
7. Building Services Fund	980,000
8. Transit & Trails Fund	9,129,424

Estimated Expenditures

1. General Fund	19,675,792
2. Affordable Housing Fund	2,658,645
3. Conservation Trust Fund	4,000
4. Open Space Fund	400,000
5. Law Enforcement Fund	5,628,908
6. Capital Projects Fund	5,606,265
7. Building Services Fund	980,000
8. Transit & Trails Fund	11,126,168

Section 2. That the Budget as submitted, amended and herein above summarized by fund, hereby is approved and adopted as the Budget of the Town of Winter Park for the year stated above, and all appropriations necessary to enact said Budget are hereby made.

APPROVED AND PASSED this 19th day of November, 2024, by a vote of _____ to _____.

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk



MEMO

TO Town Council

FROM James Shockey, AICP, Community Development Director

THROUGH Shelia Booth, AICP, CPS Contracted Planner

DATE November 19, 2024

RE Annexation Petition for Connor-Bertron Addition (PLN24-076) and Resolution No. 2189, Series 2024 Findings of Fact

Property Owner: Connor-Bertron Holdings, LLC

Applicant: Cameron Bertron, Connor-Bertron Holdings, LLC

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

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

Authority:

Pursuant to § 5-C-4 Annexation of the Winter Park Unified Development Code (the "UDC") and the Municipal Annexation Act of 1965, C.R.S. § 31-12-110, *et seq.*, the annexing municipality, by resolution, shall set forth its findings of fact and its conclusion based thereon with reference to the following matters: (a) Whether or not the requirements of the applicable provisions of section 30 of article II of the state constitution and sections 31-12-104 and 31-12-105 have been met; (b) Whether or not an election is required under section 30 (1)(a) of article II of the state constitution and section 31-12-107 (2). (2) The governing body shall also determine whether or not additional terms and conditions are to be imposed.

Annexation Summary:

The Town received a petition for annexation from Connor-Bertron Holdings, LLC, owners of the Property, which totals approximately 3.79 acres. The Town Clerk referred the annexation petition to the Town Council on September 17, 2024, and approved Resolution 2184, Series 2024 finding substantial compliance on October 1, 2024. At the November 5, 2024, Town Council meeting, first reading of the annexation Ordinance 625, Series 2024, was completed. The Property is located on the south side of Vasquez Road west of Van Anderson Drive. The Property will be annexed as one parcel and is accompanied by a three lot minor plat proposed for single-family residential development. The Property is currently zoned Forestry/Open District in Grand County and is proposed for Low Density Residential (R-1) zoning in the Town of Winter Park. Zoning for the Property will be considered separately.

Prior to annexing the property, the Town must determine, after a public hearing whether all applicable requirements of C.R.S. §§ 31-12-104 and 31-12-105, within the Municipal Annexation Act of 1965 *et seq.* (the "Annexation Act") and the requirements of § 5-C-4 of the Winter Park Unified Development Code (the "UDC") have been met.

After conducting a review of the documents provided, staff has drafted the attached resolution of findings of fact of the annexation.

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

Analysis

In following the Colorado Revised Statutes, the Council is required to approve findings that the proposed annexations have met the requirements of the State of Colorado. The findings include:

- Notice in the paper for five consecutive weeks: the proposed annexations were published in the Middle Parks Times on October 9, October 16, October 23, October 30 and November 6, 2024.
- Mail notice by registered mail to County Clerk, County Attorney, County Commissioners, East Grand School District, East Grand Fire Protection District #4, Colorado River District, Fraser Valley Metropolitan Recreation District, Grand County Library District, Grand County Water and Sanitation District #1 and Middle Park Water Conservancy District at least 25 days prior to the hearing. The letters were mailed on October 3, 2024.
- A public hearing on the annexation will be held November 19, 2024 to determine that the area to be annexed complies with State Statutes including:
 - that not less than one-sixth of the perimeter of the area is adjacent to Winter Park's boundary;
 - the property has not been divided since starting the annexation;
 - no other annexation proceedings including the property have been started by another municipality;
 - the annexation will not cause the property to be detached from the school district; and
 - the annexation is not three miles beyond our municipality and there is a Three Mile Plan in place.

Staff Recommendation:

Staff finds that all the required findings of fact required by State Statutes have been met for the annexation. Staff recommends the Town Council adopt Resolution No. 2189, Series 2024, a Resolution Making Findings of Fact, Determinations, and Conclusions Concerning the Annexation of Connor-Bertron Addition, a 3.79 Acre Parcel of Land Located in Unincorporated Grand County.

If this resolution is adopted, a separate ordinance to accomplish the annexation, to approve a development agreement, and to establish zoning for the property may be approved by the Town Council.

**TOWN OF WINTER PARK
RESOLUTION NO. 2189
SERIES OF 2024**

**A RESOLUTION MAKING FINDINGS OF FACT, DETERMINATIONS,
AND CONCLUSIONS CONCERNING THE ANNEXATION OF
CONNOR-BERTRON ADDITION, A 3.79 ACRE PARCEL OF LAND
LOCATED IN UNINCORPORATED GRAND COUNTY**

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

WHEREAS, the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.* (the "Act"), permits the Town to annex unincorporated territory that meets certain eligibility requirements set forth in the Act following certain publications and a public hearing; and

WHEREAS, by Resolution No. 2184, Series of 2024, adopted on October 1, 2024, the Town Council found the petition to be in substantial compliance with the Act; and

WHEREAS, the Town Clerk has provided notice of public hearing on the proposed annexation by publication once per week for five successive weeks; and

WHEREAS, the Town Council completed a public hearing on November 19, 2024, to determine if the proposed annexation complies with Article II, Section 30 of the Colorado Constitution and Sections 31-12-104 and 105, Colorado Revised Statutes, to establish eligibility for annexation.

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

Section 1. The Town Council hereby finds and concludes with regard to the annexation of the territory described in the Petition and Exhibit A, that the applicable provisions of C.R.S. § 31-12-104 have been met in that not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the existing boundaries of the Town and because of such contiguity, a community of interest exists between the territory proposed to be annexed and the Town; and

Section 2. The Town Council finds and determines that the applicable provisions of C.R.S. § 31-12-105 have been met in that no land held in identical ownership has been divided or included without written consent of the owner thereof; that no annexation proceedings have been commenced by another municipality; that the annexation will not result in the detachment of area from a school district; that the annexation will not result in the extension of a municipal boundary more than three miles; that the Town has in place a plan for said three mile area; and that in establishing the boundaries of the area to be annexed the entire width of any street or alley is included with the area annexed.

Section 3. An annexation election is not required under C.R.S. § 31-12-107(2), and no additional terms or conditions are to be imposed upon the area to be annexed.

Section 4. The Property is eligible for annexation to the Town, and all requirements of law have been met, including the requirements of C.R.S. §§ 31-12-104 and 31-12-105.

Section 5. An ordinance annexing the Property to the Town will be considered by the Town Council pursuant to C.R.S. § 31-12-111.

PASSED, ADOPTED AND APPROVED this 19th day of November 2024.

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk

EXHIBIT A ANNEXATION PETITION

PETITION FOR ANNEXATION **CONNOR BERTRON ADDITION**

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

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

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

Petitioner further states as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By: 

Cameron R. Bertron, Manager

Date: July 12, 2024

EXHIBIT A

LEGAL DESCRIPTION OF CONNOR BERTRON ADDITION

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

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

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

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

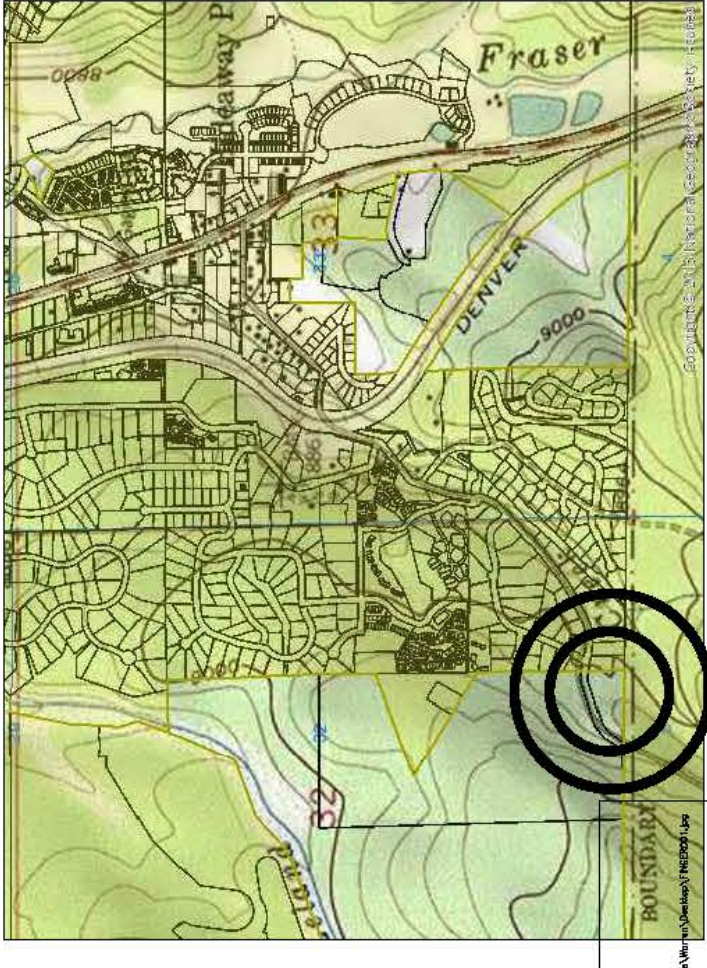
and that adjacent right of way described in Book 135 Page 110 described as follows:

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

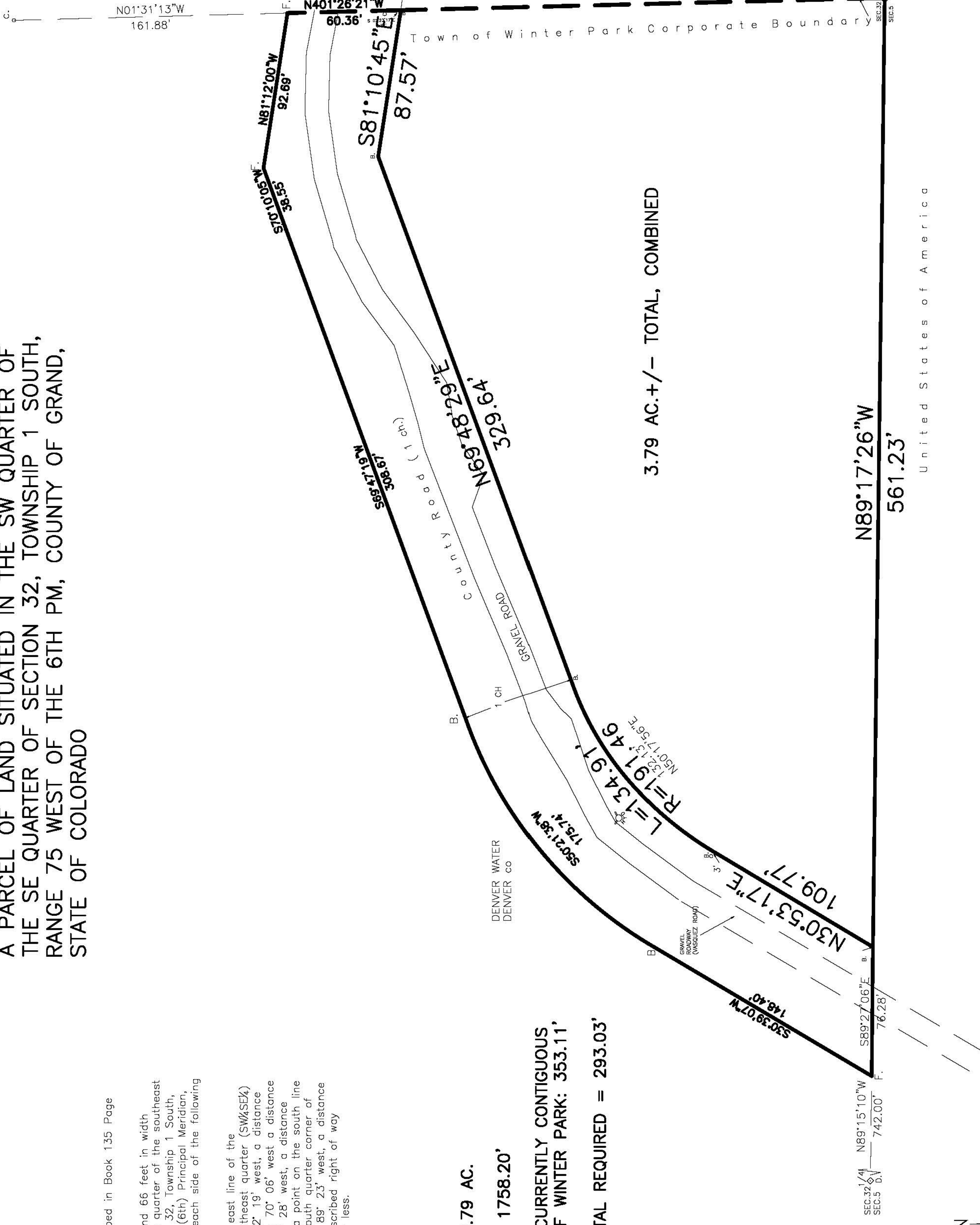
Beginning at a point on the east line of the southwest quarter of the southeast quarter (SW¼SE¾) of Section 32 bears south 72° 19' west, a distance of 1361.3 feet; thence south 70' 06' west a distance 470.0 feet; thence south 32" 28' west, a distance 264.4 feet more or less to a point on the south line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

Connor-Bertron Addition ANNEXATION MAP

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



VICINITY MAP - SCALE: 1" = 2000.00'



3.79 AC. +/- TOTAL, COMBINED

N89°17'26"W
561.23'

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

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

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

ANNEXATION DATA:

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

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

RECORD DESCRIPTION (LEGAL DESCRIPTION)

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

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4SE1/4) OF SAID SECTION 32; THENCE NORTH 89°17'58" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 32 A DISTANCE OF 561.64 FEET, TO A POINT ON THE EASTERLY BOUNDARY OF COUNTY ROAD NO. 107; THENCE ALONG THE EASTERLY AND SOUTHERLY BOUNDARY OF COUNTY ROAD NO. 107, THE FOLLOWING FOUR (4) COURSES:
1. NORTH 30°53'17" EAST A DISTANCE OF 109.71 FEET TO A POINT;
2. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 198.72 FEET, A DISTANCE OF 134.81 FEET, (THE CHORD OF WHICH BEARS NORTH 50°19'20" EAST, A DISTANCE OF 132.24 FEET) TO A POINT;
3. THENCE NORTH 69°45'23" EAST A DISTANCE OF 329.52 FEET TO A POINT;
4. THENCE SOUTH 81°05'13" EAST A DISTANCE OF 87.77 FEET TO A POINT, ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4SE1/4), OF SAID SECTION 32; THENCE SOUTH 01°31'43" EAST, ALONG SAID EAST LINE, A DISTANCE OF 285.87 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, COUNTY OF GRAND, STATE OF COLORADO

By: Cameron Bertron Holdings, LLC
For: Connor-Bertron Holdings, LLC

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

My Commission Expires: _____

Notary Public

TOWN OF WINTER PARK CERTIFICATE

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

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

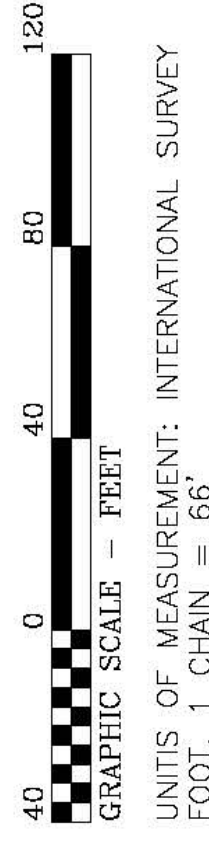
Mayor

ATTEST:

Town Clerk

NOTES:

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





MEMO

TO Town Council
FROM James Shockey, AICP, Community Development Director
THROUGH Shelia Booth, AICP, CPS Contracted Planner
DATE November 5, 2024
RE First Reading of Annexation Ordinance 625, Series 2024 for Connor-Bertron Addition (PLN24-076)

Property Owner: Connor-Bertron Holdings, LLC, as owner of more than 50% of the territory proposed for annexation.

Applicant: Cameron Bertron, Connor-Bertron Holdings, LLC

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

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

Petition for Annexation / Resolution of Findings:

The Applicant is petitioning to annex and zone 3.79 acres of property located on the south side of Vasquez Road west of Van Anderson Drive in unincorporated Grand County. The Town Clerk referred the annexation petition to the Town Council on September 17, 2024, and approved Resolution 2184 finding substantial compliance on October 1, 2024. Prior to annexing the property, the Town must determine, after a public hearing scheduled for November 19, whether all applicable requirements of C.R.S. §§ 31-12-104 and 31-12-105, within the Municipal Annexation Act of 1965 *et seq.* (the "Annexation Act") and the requirements of § 5-C-4 of the Winter Park Unified Development Code (the "UDC") have been met.

Annexation Summary:

Immediately east of the Property is a vacant residential lot zoned Multiple-Family Residential (R-2) within Hideaway Village Filing 2 of the Town of Winter Park to which contiguity is made. South of the Property is U.S Forest Service land zoned Open Space, Forestry, Agriculture, Recreation (OSF) within the Town of Winter Park, and to the west and north of the Property is unincorporated Grand County. Since the annexation area is less than 10 acres, an Annexation Impact Report is not required per C.R.S. § 31-12-108.5(1).

The applicant's annexation request is accompanied by a minor plat (PLN24-075, Connor Bertron Addition No. 1 Minor Plat) intended for single-family residential development on three lots approximately 0.91-acres each and a request for zoning. Currently, the Property is zoned Forestry/Open District within Grand County. The Applicant proposes to zone the Property Low Density Residential (R-1) by a separate ordinance in the Town of Winter Park, and this will be determined by separate action of Town Council. The minor plat and rezoning case will be considered together at the upcoming November 12th Planning Commission meeting and the zoning ordinance will be presented to the Town Council on November 19th and December 12th.

Annexation Analysis:

The Property has immediate adjacency to the town’s boundary limits and is included in the 2021 Town of Winter Park Three Mile Area Plan (TMAP), referred to as the Mountain Parks Electric Parcel. The TMAP’s Methodology lists the following criteria to be considered when determining desirability for annexation. Staff finds the annexation request is compatible with the general principles below.

1. Areas which will broaden the range of housing types and home ownership opportunities in the Town,
2. Areas that have enough buildable land so that desired Town land uses can be accommodated,
3. Areas that are, or can easily be, served by utilities with no negative physical or economic impact on the community,
4. Areas that help strengthen the economy of Winter Park,
5. Areas that promote infill development; and,
6. Areas that share a community of interest with Winter Park.

Additionally, the TMAP provides the following analysis and considerations for this specific property.

1. If the property is annexed into the Town, it is anticipated that a significant amount of the property would remain undeveloped as open space for wildlife migration, wetland preservation and a USFS buffer.
2. The property is not currently located within the Grand County Water and Sanitation District No. 1 district boundaries (the “District”). The Town will require the inclusion into the District and additional water be allocated to the property for any zoning entitlements.
3. If it were to be annexed into the Town, appropriate zoning for this parcel would be Planned Development to allow for a flexible design that could include a mix of residential and open space. The Town has expressed interest in obtaining this property for attainable/workforce housing and trailhead parking.

The applicant’s annexation narrative considers the TMAP’s analysis and provides a few counter responses addressing the presence of a wetland boundary mid-point in the Property which limits a cluster-type development pattern.

The applicant has met with the District and obtained a will-serve letter for up to three dwelling units and preliminarily discussed the extension of utilities in Vasquez Road to serve the subdivision. The following proposed improvements to support the development of three single family detached lots will be included in an annexation agreement, which will be considered for approval at the time of second reading of the annexation ordinance:

1. Extension of the existing 8” sanitary sewer service from District manhole No. 1 – 100 in Vasquez Road to serve each residential lot.
2. Annexation of the adjoining section Grand County Road 7 (Vasquez Road) ROW into the Town.
3. Improve the adjoining section of Vasquez Road to meet Town standards for a low volume rural roadway, including stormwater drainage ($\pm 769'$).
4. Extension of dry utilities as necessary to serve each residential lot.

Staff Recommendation:

Staff recommends the Town Council make a first reading of Ordinance 625 and confirm November 19, 2024, as a public hearing for a second reading and consideration of the annexation ordinance along with its companion annexation agreement.

Sample Motion for Approval:

I move to approve Ordinance 625, Series 2024, an ordinance annexing the Connor-Bertron Addition, a 3.79-acre parcel of land located in unincorporated Grand County into the Town of Winter Park.

Sample Motion for Denial:

I move to deny Ordinance 625, Series 2024, an ordinance annexing the Connor-Bertron Addition, a 3.79-acre parcel of land located in unincorporated Grand County into the Town of Winter Park *[insert explanation supported by the evidence here]*.

**TOWN OF WINTER PARK
ORDINANCE NO. 625
SERIES 2024**

**AN ORDINANCE OF THE TOWN OF WINTER PARK, COLORADO,
APPROVING AND ACCOMPLISHING THE ANNEXATION OF THE
CONNOR-BERTRON ADDITION, A 3.79 ACRE PARCEL OF LAND
LOCATED IN UNINCORPORATED GRAND COUNTY INTO THE TOWN
OF WINTER PARK, COLORADO**

WHEREAS, a petition for annexation was filed by Connor-Bertron Holdings, LLC; (the "Applicant"), with the Town of Winter Park (the "Town") requesting annexation of the real property more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.* (the "Act"), permits the Town to annex unincorporated territory that meets certain eligibility requirements set forth in the Act following certain publications and a public hearing;

WHEREAS, by Resolution No. 2184, Series of 2024, adopted on October 1, 2024, the Town Council found the petition to be in substantial compliance with the Act;

WHEREAS, at a properly noticed public hearing on November 19, 2024, the Town Council considered the Petition and determined the Property eligible for annexation into the Town, as set forth in Resolution No. ____, Series 2024; and

WHEREAS, by Resolution No. ____, Series 2024, the Town determined the applicable parts of C.R.S. §§ 31-12-104 and 31-12-105 have been met, that an election is not required under C.R.S. § 31-12-107(2), and that no additional terms and conditions are to be imposed;

WHEREAS, the Town Council has satisfied itself concerning the eligibility for annexation of the Property and concerning the conformance of the proposed annexation to the applicable law and the applicable policies of the Town;

WHEREAS, it is the opinion of the Town Council that it is desirable and necessary that the Property be annexed to the Town; and

WHEREAS, it is in the best interest of the Town and its citizens to annex the Property.

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

Section 1. The Property is hereby annexed to the Town. Upon the effective date of this Ordinance, the Property shall become subject to the jurisdiction of the Town.

Section 2. Effective Date of Annexation.

a. The Town Clerk shall file for recording three certified copies of this Ordinance and three copies of the Annexation Map with the Grand County Clerk and Recorder and shall keep one (1) copy of the annexation map along with the original of this Ordinance in the Town Clerk's office.

b. The Town Clerk shall request that the Grand County Clerk and Recorder file one (1) certified copy of this Ordinance and one (1) copy of the Annexation Map with the Division of Local Governments of the Department of Local Affairs, and file one (1) certified copy of this Ordinance and one (1) copy of the Annexation Map with the Colorado Department of Revenue.

c. Pursuant to C.R.S. § 31-12-113(2)(b), the annexation of the Property shall be effective upon the completion of the filing and recording described herein. For the purpose of general taxation, this Ordinance shall become effective on January 1, 2025.

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

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

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk

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

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk

Exhibit A – Legal Description

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

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SIC) (SWL / 4SE 1 / 4) OF SAID SECTION 32; THENCE NORTH 89°17'56" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (SEL/4) OF SAID SECTION 32 A DISTANCE OF 561.64 FEET, TO A POINT ON THE EASTERLY BOUNDARY OF COUNTY ROAD NO. 7; THENCE ALONG THE EASTERLY AND SOUTHERLY BOUNDARY OF COUNTY ROAD NO 7, THE FOLLOWING FOUR (4) COURSES:

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

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

AND THAT ADJACENT RIGHT OF WAY DESCRIBED IN BOOK 135 PAGE 110 DESCRIBED AS FOLLOWS:

THAT PORTION OF A STRIP OF LAND 66 FEET IN WIDTH SITUATED WITHIN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW¹/₄SE¹/₄) OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH (6TH) PRINCIPAL MERIDIAN, SAID STRIP BEING 33 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW¹/₄SE³/₄.) OF SECTION 32 BEARS SOUTH 72° 19' WEST, A DISTANCE OF 1361.3 FEET; THENCE SOUTH 70' 06' WEST A DISTANCE 470.0 FEET; THENCE SOUTH 32" 28' WEST, A DISTANCE 264.4 FEET MORE OR LESS TO A POINT ON THE SOUTH LINE OF SECTION 32, WHENCE THE SOUTH QUARTER CORNER OF SAID SECTION 32 BEARS NORTH 89" 23' WEST, A DISTANCE OF 717.6 FEET. THE ABOVE DESCRIBED RIGHT OF WAY CONTAINS 1.11 ACRES, MORE OR LESS.



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

Land Use Review Application Form

Contact Information

Property Owner

Connor-Bertron Holdings, LLC

Company	Phone #	Email Address	
1145 Gaylord Street	720-201-7248	cameron@efgdenver.com	
Mailing Address	City	State	Zip
	Denver	CO	80206

Billing Contact (where invoices should be directed)

Same as above

Company	Phone #	Email Address	
Mailing Address	City	State	Zip

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

Cameron Bertron, Manager, Connor-Bertron Holdings, LLC

Company	Phone #	Email Address	
	720-201-7248	cameron@efgdenver.com	
Mailing Address	City	State	Zip
Same as above			

Site Description

Site Address

1010 to 1030 Vasquez Rd (approx)

Parcel Identification Number(s) (PIN)

158732400016

Existing Zone Classification

Forestry / Open (Grand County)

Site Area (acres and sq. ft.)

7.71-acres (118,048 SF)

Project Description

Project Name

Connor Bertron Addition

Brief description of the proposed project

Applicant is submitting for annexation and minor plat subdivision of the property into three single-family lots (zone R-1).

Required Documents

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

Certifications

REPRESENTATIVE CERTIFICATION

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

Representative

C - RBT

Date

August 5, 2024

OWNER CERTIFICATION

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

Owner

C - RBT

Date

August 5, 2024

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

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

Instructions for Submitting the Land Use Review Application Form

Definitions

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

General Notes

If information will not fit in the space provided,

A. CONTACT INFORMATION

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

B. SITE DESCRIPTION

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

APPLICATION TYPE

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

PROJECT DESCRIPTION

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

REQUIRED ITEMS

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

F. CERTIFICATIONS

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

For any other questions, contact the Planning Division at permits@wpgov.com

To: Town of Winter Park

From: Cameron Bertron, Connor-Bertron Holdings, LLC

Date: August 10, 2024

Re: Connor Bertron Addition, **Minor Plat Application Narrative**

5. Narrative:

a. Project Name: Subdivision Plat, and Zoning of “Connor Bertron Addition, Filing 1”

b. Street Address:

The County Assessor does not currently carry an address for the subject property known

as: GC Parcel Identification No: 158732400016

GC Schedule No: R312488

Proposed Future Addressing:

Lot 1 – 1010 Vasquez Road

Lot 2 – 1020 Vasquez Road

Lot 3 – 1030 Vasquez Road

c. Applicant Information:

i. **Owner:** Connor-Bertron Holdings, LLC
1145 Gaylord St.
Denver, CO 80206

Cameron Bertron, Manager / Owner
cameron@efgdenver.com
720-201-724

ii. **Surveyor:** Warren Ward, Azimuth Survey Company
PO Box 653
Fraser, CO 80442
970-531-1120
wward1224@comcast.net

iii. **Engineer:** Chris Strawn, Ware Malcomb Civil Engineering
900 S Broadway #320
Denver, CO 80209
303.689.1502
cstrawn@waremalcomb.com

d. Legal Description:

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

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

1. NORTH 30°53'17" EAST A DISTANCE OF 109.71 FEET TO A POINT;
2. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 198.72 FEET, A DISTANCE OF 134.81 FEET, (THE CHORD OF WHICH BEARS NORTH 50°19'20" EAST, A DISTANCE OF 132.24 FEET) TO A POINT;
3. THENCE NORTH 69°45'23" EAST A DISTANCE OF 329.52 FEET TO A POINT;
4. THENCE SOUTH 81°05'13" EAST A DISTANCE OF 87.77 FEET TO A POINT, ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4SE1/4), OF SAID SECTION 32; THENCE SOUTH 01°31'43" EAST, ALONG SAID EAST LINE. A DISTANCE OF 285.97 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. COUNTY OF GRAND, STATE OF COLORADO.

e. Zoning District:

Subject Property is currently zoned Forestry / Open District (Grand County). Applicant is requesting R-1 (Low Density Residential) zoning and subdivision into three (3) single family residential lots of approximately 0.91-acres each. The surrounding unincorporated Grand County property (north, south, and east) is also zoned Forestry. The parcel immediately adjacent to the west is located within the Town of Winter Park and is zoned R-2. Applicant is open to rezoning to R-2 consistent with the adjoining Hideaway Village Filing 2. However, Applicant believes the proposed R-1 zoning furthers the objectives for the Property as set forth in the TWP Three Mile Area Plan.

f. Lot Size: The Subject property is approximately 2.71-acres and is proposed to be subdivided into three (3) single family residential lots of approximately 0.91-acres each (see draft plat).

g. Proposed Uses: The Subject Property is proposed to be zoned R-1 and the uses allowed within the R-1 zone district pursuant to the Town Code.

h. Compliance with Comp Plan: The Subject Property is currently proposed for annexation into the Town of Winter Park and as such is not currently referenced in the Town Comprehensive Plan other than its inclusion within the growth area boundary. It is included in the August 2021 Town of Winter Park Three Mile Area Plan (TMAP) where it is referred to as the Mountain Parks Electric Parcel. Key considerations from the TMAP include:

- i. If the property is annexed into the Town, it is anticipated that a significant amount of the property would remain undeveloped as open space for wildlife migration, wetland preservation and a USFS buffer.
- ii. The property is not currently located within the Grand County Water and Sanitation District No. 1 district boundaries (the District). The Town will require the inclusion into the District and additional water be allocated to the property for any zoning entitlements.
- iii. If it were to be annexed into the Town, appropriate zoning for this parcel would be Planned Development to allow for a flexible design that could include a mix of residential and open space. The Town has expressed interest in obtaining this property for attainable/workforce housing and trailhead parking.

While the TMAP contemplates the option of a dense development utilizing Planned Development to concentrate development in one area of the site to allow for forest and wetland preservation in another, the location of the delineated wetland in the center of the property (not mapped at the time of the TMAP) would require such a development to be three stories or higher and include significant clear cutting. In addition to potentially being at odds with the preservation and buffering objectives of the TMAP, such a development would likely run counter to other UDC objectives such as ridgeline view protection.

The proposed R-1 zoning and subdivision into three large lots achieves the key objectives of forest and wetland preservation, setbacks from the USFS boundary, and wildlife migration. Additionally, the R-1 standards are well suited to protecting views from the adjoining open spaces and trails.

Applicant has met with the District and obtained a will-serve letter for up to three dwelling units and preliminarily discussed the extension of utilities in Vasquez Road to serve the subdivision.

- i. **Summary of Improvements:** Proposed improvements to support development into three (3) single family detached residential lots include:
 - i. Extension of the existing 8" sanitary sewer service from District manhole No. 1 – 100 in Vasquez Road to serve each residential lot.
 - ii. Annexation of the adjoining Ground County Rd. 7 (Vasquez Rd.) ROW into the Town (see attached legal description).
 - iii. Improving the adjoining section of Vasquez Rd. to meet Town standards for a low volume rural roadway, including stormwater drainage (+/- 769').
 - iv. Extension of dry utilities as necessary to serve each residential lot.

Engineering plans for roadway and utility improves are submitted to the Town concurrent with this application.

PETITION FOR ANNEXATION
CONNOR BERTRON ADDITION

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

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

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

Petitioner further states as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By: 

Cameron R. Bertron, Manager

Date: July 12, 2024

EXHIBIT A

LEGAL DESCRIPTION OF CONNOR BERTRON ADDITION

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

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

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

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

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

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

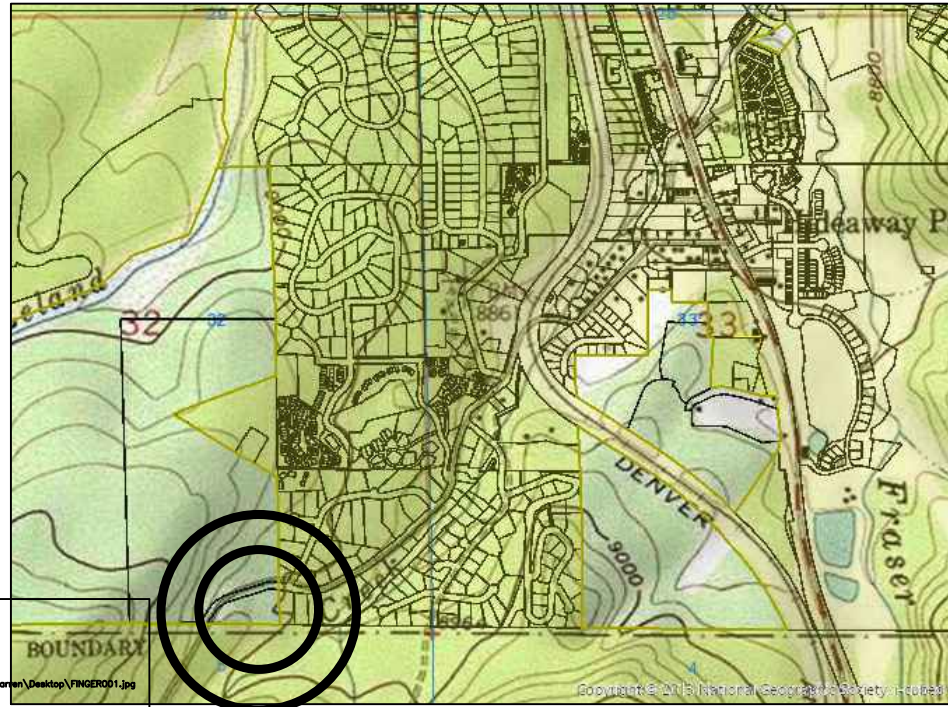
Beginning at a point on the east line of the southwest quarter of the southeast quarter (SW¼SE¾) of Section 32 bears south 72° 19' west, a distance of 1361.3 feet; thence south 70' 06' west a distance 470.0 feet; thence south 32" 28' west, a distance 264.4 feet more or less to a point on the south line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

EXHIBIT B

ANNEXATION MAP (4 PRINTS)

Connor–Bertron Addition ANNEXATION MAP

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



VICINITY MAP - SCALE: 1" = 2000.00'

DEDICATION:

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

RECORD DESCRIPTION (LEGAL DESCRIPTION)

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

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

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

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

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

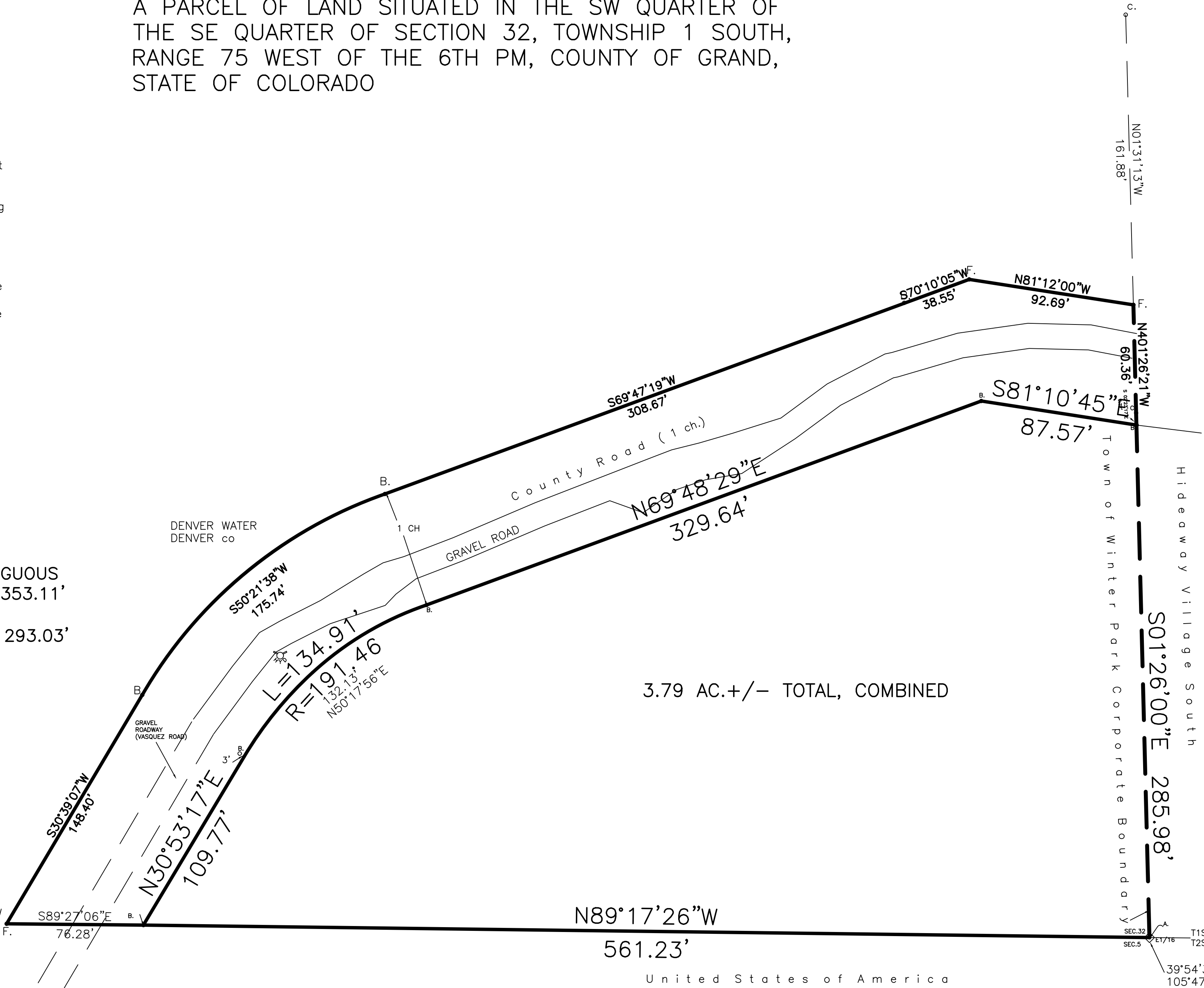
ANNEXATION DATA:

TOTAL ACREAGE: 3.79 AC.

TOTAL PERIMETER: 1758.20'

TOTAL PROPERTY CURRENTLY CONTIGUOUS WITH THE TOWN OF WINTER PARK: 353.11'

MINIMUM 1/8 OF TOTAL REQUIRED = 293.03'



BASIS OF BEARINGS: along the line between monuments shown, derived with GPS/RTK.

KEY:

- A. - EXTANT PLSS CORNER NOTED, FOUND 1" IRON PIPE, & WASHER STAMPED PLS 31942.
- B. - FOUND PLASTIC CAPPED REBAR STAMPED PLS 12428.
- C. - FOUND 1/2" REBAR
- D. - EXTANT PLSS CORNER NOTED, FOUND 1933 BUREAU OF LAND MANAGEMENT BRASS CAP
- F. - SET ALUMINUM CAPPED, 5/8" REBAR SCRIBED Is 25971.
- + - DENOTES "NATIONAL FOREST" SIGN

I, Warren Dale Ward, State of Colorado Registered Professional Land Surveyor Number 25971, hereby certify that this plat shows the results of a field survey done by me and under my responsible charge, based on facts known to me, complies with applicable statutes set forth by 38-51, CRS.

Warren Dale Ward
Colorado PLS 25971
Oklahoma PLS 1941

State of Colorado)
 ss
County of Grand)

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

My Commission Expires: _____

Notary Public

By Cameron Bertron
For: Connor–Bertron Holdings, LLC

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

My Commission Expires: _____

Notary Public

TOWN OF WINTER PARK CERTIFICATE

This annexation map is to be known as "Connor–Bertron Annexation" to the Town of Winter Park and is approved and by Ordinance No. _____ Series 2024, passed and accepted at the regular meeting of the Council of Winter Park, held on _____

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

Mayor

ATTEST:

Town Clerk

NOTES:

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



MEMO

TO Town Council

FROM James Shockey, AICP, Community Development Director

THROUGH Shelia Booth, AICP, CPS Contracted Planner

DATE November 19, 2024

RE Annexation, Zoning and Vested Rights Agreement for Connor-Bertron Addition (PLN24-076) and Resolution No. 2190, Series 2024

Property Owner: Connor-Bertron Holdings, LLC

Applicant: Cameron Bertron, Connor-Bertron Holdings, LLC

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

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

Authority:

Pursuant to § 5-C-4 7 Annexation Agreement of the Winter Park Unified Development Code (the "UDC"), the Town may enter into an annexation agreement with owners of land petitioning the Town for annexation with the Town stating any terms and conditions applicable to said property, prior to the first reading of the annexation ordinance. Upon annexation, such agreements shall be recorded with the Grand County Clerk.

Annexation Summary:

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

The Town Clerk referred the annexation petition to the Town Council on September 17, 2024, and approved Resolution 2184, Series 2024 finding substantial compliance on October 1, 2024. At the November 5, 2024, Town Council meeting, first reading of the annexation Ordinance 625, Series 2024, was completed and approved. At the November 19, 2024 meeting, the Town Council set forth its findings of fact and its conclusions based thereon with Resolution 2189, 2024 finding all applicable requirements of C.R.S. §§ 31-12-104 and 31-12-105, within the Municipal Annexation Act of 1965 *et seq.* (the "Annexation Act") and the requirements of § 5-C-4 of the Winter Park Unified Development Code (the "UDC") have been met

Agreement Terms

In following are highlights from the Agreement:

- The agreement shall be effective on the date the Annexation and the Zoning become final.
- The property shall be zoned Single-Family Residential (R-1) District.

- Property must be included in the Grand County Water and Sanitation District.
- Maximum residential density is three single family equivalents plus any accessory dwelling units approved by the Town.
- Property must be subdivided and required public infrastructure designed and installed, including design and installation of improvements to Vasquez Road.
- Vasquez Road shall be annexed into the Town and ownership transferred from Grand County to the Town of Winter Park.
- Prior to issuance of any foundations permits, an all-weather road and any required water main or service lines shall be installed ensuring access to operational fire hydrants.
- Owner shall pay fees-in-lieu for open space and school land dedications.
- Applicable affordable housing fees shall be paid at time of building permit application.
- A covenant against the property requiring payment of the Residential Real Estate Transfer Assessment in the amount of 0.5% shall be recorded against the property within 30 days of the effective date of the agreement and annexation.
- A covenant against the property requiring payment of the General Real Estate Transfer Assessment in the amount of 1.0% shall be recorded against the property within 30 days of the effective date of the agreement and annexation.

Staff Recommendation:

Staff recommends approval of Resolution 2190, Series 2024, and the Annexation, Zoning and Vested Rights Agreement for Connor-Bertron Addition.

If this resolution is adopted, the next step is to review and approve the annexation and zoning of the property.

TOWN OF WINTER PARK
RESOLUTION NO. 2190
SERIES 2024

A RESOLUTION APPROVING THE ANNEXATION, ZONING, AND VESTED RIGHTS AGREEMENT WITH CONNOR-BERTRON HOLDINGS, LLC, FOR PROPERTY KNOWN AS THE CONNOR-BERTRON ADDITION

WHEREAS, through Ordinance Nos. 625 and 626, Series of 2024, the Town annexed and zoned certain property into the Town more particularly described in the attached Annexation, Zoning, and Vested Rights Agreement (the "Agreement");

WHEREAS, the Town Council and the owner desire to set forth in more particular terms their understanding relative to the annexation; and

WHEREAS, the Town Council has reviewed the Agreement.

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

Section 1. The Agreement between the Town and Connor-Bertron Holdings, LLC, is approved in substantially the form attached hereto, subject to final approval by the Town Attorney, and the Mayor is authorized to execute the same on behalf of the Town.

PASSED, ADOPTED AND APPROVED this _____.

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk

ANNEXATION, ZONING, AND VESTED RIGHTS AGREEMENT

THIS ANNEXATION, ZONING, DEVELOPMENT, AND VESTED RIGHTS AGREEMENT (the “Agreement”) is made as of this ___ day of _____, 2024 (the “Approval Date”), by and between the TOWN OF WINTER PARK, a Colorado home rule municipal corporation with an address of 50 Vasquez Road, P.O. Box 3327, Winter Park, Colorado 80482 (the “Town”), CONNOR-BERTRON HOLDINGS, LLC, a Colorado limited liability company with an address of 1145 Gaylord Street, Denver, Colorado 80206 (“CBH”) (collectively the “Parties” and each a “Party”).

RECITALS

A. CBH owns all of that certain real property legally described on Exhibit 1, attached hereto and incorporated herein, which property is currently located in unincorporated Grand County, Colorado (the “CBH Property”).

B. The Winter Park Town Council (the “Town Council”) is the governing body of the Town, with the legal authority to approve annexation of unincorporated territory into the Town pursuant to the Colorado Municipal Annexation Act, C.R.S. §§ 31-12-101, et seq. (the “Annexation Act”) and to confer vested rights as defined in and pursuant to C.R.S. §§ 24-68-101, et seq. (the “Vested Rights Act”).

C. CBH has executed and filed with the Town a Petition for Annexation of the CBH Property into the Town (the “Petition”), which Petition was found by the Town Council to be in substantial compliance with the requirements of the Annexation Act, and the CBH Property was found by the Town Council to be eligible for annexation under the Annexation Act.

D. CBH proposes to develop the CBH Property into three single-family residential lots (to be known as “Connor Bertron Addition, Filing 1, Lots 1 – 3”).

E. CBH anticipates developing the CBH Property (the “Project”) at such time as financial resources and market conditions support it. Development of the CBH Property will require CBH to make certain investments in on-site and off-site public improvements required to be completed in connection with development of the Project (the “Public Improvements”), as the same are more fully described in the Development Improvements Agreement.

F. As the proposed development does not contemplate a Planned Development zoning overlay, no Final Development Plan is required or will be submitted.

G. The Parties desire to set forth in this Agreement their understanding relative to the annexation, zoning, development and future use of the CBH Property.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, mutual covenants, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

Section 1. General Provisions.

1.1. Incorporation of Recitals. The foregoing Recitals are incorporated into and made substantive provisions of this Agreement.

1.2. Defined Terms. Any initially capitalized terms used but not defined herein shall have the definitions attributed to them in the Development Improvements Agreement.

1.3. Nature of Agreement. This Agreement addresses the terms required by the Town relating to the annexation, zoning and development of the Property. It does not address site planning terms and conditions as may be required prior to issuance of building permits. The Town Council's approval of the Annexation and Zoning (as such terms are hereinafter defined) contemplated in this Agreement shall establish vested property rights pursuant to Article 68 of Title 24, C.R.S., as amended.

1.4. Legal Challenge. As used in this Agreement, "Legal Challenge" means: any judicial proceeding or other legal action brought by a third party, including referendum or initiative, that challenges this Agreement, the annexation of the CBH Property to the Town (the "Annexation"), the zoning of the CBH Property (the "Zoning"), or any of the Town's resolutions or ordinances approving this Agreement, the Annexation, or the Zoning. If a Legal Challenge occurs, this Agreement shall not become effective until the entry of a final, non-appealable order resolving such Legal Challenge substantially in favor of the Town and CBH (the "Resolution of the Legal Challenge"). The Parties covenant and agree to cooperate in good faith in the event of a Legal Challenge.

1.5. Effective Date. This Agreement shall not become effective until the date (the "Effective Date") that is the later to occur of the following: (a) the date on which the Town Council's approvals of the Annexation and the Zoning (collectively, the "Approvals") become final and non-appealable; or (b) the Resolution of the Legal Challenge.

1.6. Rescission without Penalty. Notwithstanding any other provision of this Agreement, should the Approvals or the Resolution of the Legal Challenge not occur, any Party shall be entitled to rescission of this Agreement without any penalty whatsoever and, if the Annexation has been completed, CBH as the Owner of the CBH Property shall be entitled to commence disconnection proceedings pursuant to Section 8 of this Agreement.

1.7. Successful Legal Challenge Contingency. If a Legal Challenge successfully voids, enjoins, or otherwise invalidates this Agreement, or any portion thereof, and the Parties do not enter into a written agreement to cure the defect, any of the Parties shall have the right to terminate this Agreement.

Section 2. Annexation. Annexation of the Property shall be in accordance with the Annexation Act.

Section 3. Zoning. Concurrently with Annexation, the Property shall be zoned R-1 (Single-Family Residential) without a Planned Development overlay or a Final Development Plan. CBH's consent to annexation of the Property is contingent on obtaining the Town's approval of the foregoing R-1 zoning pursuant to and consistent with CBH's application for the same submitted by CBH to the Town concurrently herewith (the "Approved Zoning").

Section 4. Water and Wastewater District.

4.1. Inclusion in GCWSD. CBH shall petition for inclusion of the CBH Property into the Grand County Water and Sanitation District No. 1 (“GCWSD”), which inclusion shall be complete within 30 days following the Effective Date.

4.2. Maximum Level of Development. The total permitted Dwelling Units which may be developed within the CBH Property shall not exceed three single family equivalents plus any Accessory Dwelling Units approved by the Town. The CBH Property development at the densities contemplated herein is expressly conditioned upon the ability of GCWSD to serve the CBH Property with adequate water and sanitary sewer resources. In the event that GCWSD has insufficient water and sanitary sewer resources to serve the CBH Property, the maximum development densities permitted within the CBH Property shall be limited to the lesser of (a) the development densities set forth herein or (b) the maximum densities which may be adequately served by the water and sanitary sewer resources which GCWSD has available from time to time, as the same may be supplemented by dedications or cash payments in lieu of dedication by Owner to GCWSD.

4.3. SFE Calculation. In the event that GCWSD modifies any Single Family Equivalent (“SFE”) which GCWSD may apply with respect to any property or project within the boundaries of GCWSD, Owner, shall be allowed, but not required, to utilize the lowest SFE Equivalent used by GCWSD for purposes of determining the adequacy of water and sanitary sewer resources to serve the Project.

Section 5. Required Infrastructure Improvements

5.1. Subdivision Platting of the Property and Phasing of Public Improvements. CBH or assigns shall be required to construct or commit to construct, prior to the issuance of a certificate of occupancy for any structure, only those Public Improvements described in this Section that the Town deems necessary to provide access or public services to such structure, unless otherwise provided herein. Final approval of any subdivision plat application for the CBH Property shall be subject to satisfaction of all applicable requirements of the Town Code of Winter Park, including, without limitation, the Unified Development Code (“UDC”), as the same may be amended from time to time (the “Town Code”), including execution of a Town-approved development improvements agreement and deposit of any required financial assurances, including a letter of credit or other form of financial guarantee acceptable to the Town.

5.2. Required Off-Site Public Improvements.

5.2.1. Vasquez Road Upgrades. The Project is served by Grand County Road 7 (a.k.a. Vasquez Road) immediately west of its intersection with Van Anderson Drive. This section of Vasquez Road is approximately 769 feet in length, contains a 12” GCWSD trunk water line, and is a minimally maintained dirt road with minimal drainage improvements. CBH will improve the roadway and drainage to meet Town Standards and Specifications, and extend utilities in the Vasquez Road right of way as necessary to serve the Project, including but not limited to a GCWSD trunk 8” sanitary line and electric service from Mountain Parks Electric (collectively, the “Vasquez Road Upgrades”).

5.2.1.1. Vasquez Road Upgrades Design Standards and Specifications. The design and construction of the Vasquez Road Upgrades including, without limitation, the

drainage, grading, utility placement and access systems and improvements associated with the Vasquez Road Upgrades, shall meet the Town's Standards and Specifications for Design and Construction and / or the those of the appropriate jurisdiction for a given improvement.

5.2.1.2. Obligation to Construct Vasquez Road Upgrades. CBH or its assigns shall cause to be constructed the Vasquez Road Upgrades following final approval, execution, and recordation of the subdivision plat for the CBH Property for which access is provided by Vasquez Road. The Vasquez Road Upgrades shall be completed prior to the Town's issuance of any certificates of occupancy for structures to be accessed via Vasquez Road. The roadway portion of the Vasquez Road Upgrades shall be constructed as permanent roads according to Town standards for a Low Volume classification roadway as set forth in Section 3.2 of Town standards in effect at the time of plan approval.

5.2.1.3. Dedication and Acceptance of Vasquez Road Upgrades for Maintenance. The Vasquez Road Upgrades right-of-way shall be dedicated to and accepted by the Town for permanent maintenance as follows:

5.2.1.3.1. Concurrent with the Town's approval of the Plat, the Town shall take ownership of the existing Vasquez Road right-of-way encompassing the area of the Vasquez Road Upgrades, as shown on Exhibit 4 (Connor-Bertron Addition Annexation Map) attached hereto and incorporated herein, either by plat or deed from Grand County (the "County"), but the Town shall not be responsible for the related maintenance, repair, and replacement responsibilities for such road upgrades, until the events specified in this Section have occurred.

5.2.1.3.2. Following completion, acceptance and dedication of the roadway and drainage portions of the Vasquez Road Upgrades to the Town, the Town shall assume the obligation to maintain the Vasquez Road Upgrades. Following the required two-year warranty period, the Town shall assume the obligation to repair and/or replace, as applicable, the roadway and drainage portions of the Vasquez Road Upgrades.

5.2.2. Drainage and Roadway. A Phase III Drainage Study, dated _____, and Public Roadway Construction Plans for the Vasquez Road, dated _____, have been submitted to and approved by the Town and found to comply with all applicable Town design standards and specifications (the "Approved Plans"). CBH or its assigns, as applicable, shall only be required to construct or cause to be constructed the roadway and drainage improvements set forth in the Approved Plans.

5.2.3. Electric Service. CBH shall cause to be constructed, prior to the issuance of certificates of occupancy for any structures which will receive such service, all extensions of existing electric service lines, facilities, and appurtenances within the CBH Property necessary to provide electric service to the individual Lots created within the CBH Property. CBH shall dedicate or otherwise convey to the applicable electric utility provider easements and right-of-way for the installation, operation, maintenance, repair, and replacement of such electric service lines, facilities, and appurtenances as are reasonably necessary for the electric utility provider to provide electric service to the individual Lots within the CBH Property.

5.2.4. Treated Water and Wastewater Service. The CBH Property may receive treated water and central wastewater services from GCWSD pursuant to its standard rules,

regulations, and requirements and in accordance with the terms of any inclusion agreement between CBH, as applicable, and GCWSD. CBH, as applicable, shall be required to construct or cause to be constructed, at CBH's sole cost and expense, all extensions of existing water and wastewater main line or service lines as may be required by GCWSD in accordance with its standard rules, regulations, and requirements. In addition, GCWSD may approve the use of well and individual sewage disposal systems within portions of the CBH Property, subject to applicable federal, state, or local permitting regulations, and upon such approval and issuance of such permits, the Town shall allow such use within its municipal boundaries.

5.3. Interior Subdivision Public Improvements. The following Public Improvements will be required in connection with the development of the Project.

5.3.1. Drainage. All drainage improvements required as a condition of further development of any portion or portions of the CBH Property shall be the responsibility of the party seeking Town development or building approvals for improvements necessitating such drainage improvements. Such drainage improvements shall be installed prior to the issuance of any certificate of occupancy for any structure situated on a portion or portions of the CBH Property which have been designed to contain the applicable drainage improvements.

5.3.2. Electric Service. All extensions of existing electric service lines, facilities, and appurtenances to be constructed within the CBH Property necessary to provide electric service to the residential and structures to be constructed thereon shall be the responsibility of the party seeking Town development or building approvals for such structures. Such construction shall be required prior to the issuance of any certificate of occupancy for any structure served by the applicable electric service lines, facilities, and appurtenances. Easements and rights-of-way for the installation, operation, maintenance, repair, and replacement of such electric service lines, facilities, and appurtenances as are reasonably necessary for the applicable electric utility provider to provide electric service to the residential and commercial structures to be constructed, shall be dedicated to the electric utility provider by the party constructing such improvements, at such party's sole cost and expense.

5.3.3. Treated Water and Wastewater Service. All extensions of existing water and wastewater service lines to be constructed within the individual Lots within the CBH Property as may be required by GCWSD in accordance with its standard rules, regulations, and requirements to provide water and wastewater service to the residential and commercial structures to be constructed thereon, shall be the responsibility of the party seeking Town development or building approvals for such structures. Easements and rights-of-way for the installation, operation, maintenance, repair, and replacement of such service lines, facilities, and appurtenances as are reasonably necessary for GCWSD to provide treated water and central wastewater services to the residential structures to be constructed on the CBH Property, shall be dedicated to GCWSD by the party constructing such improvements at such party's sole cost and expense.

5.3.4. Building Permits. Prior to the issuance of any foundation permits for any portion of the CBH Property, an all-weather road (class 6 road surface) providing access to that portion of the CBH Property shall be constructed, in place, and approved by the Town. Prior to the issuance of any full building permit allowing framing within any portion of the CBH Property, any extension of existing water main lines or service lines to that portion of the CBH Property as described in Section 5.3.3 necessary for ensuring access to operational fire hydrants, shall be complete.

Section 6. Fees and Exactions.

6.1. Fees and Exactions. Owner shall pay the impact fees and satisfy the dedication requirements set forth in this Section 6, subject to any modifications to the Town Code that are generally applicable at the time of final plat recordation or building permit application, as specified by Town Code, to all property located within the Town limits. If, following the Approval Date, the Town adopts one or more regulations of general applicability that would have the effect of increasing any of the impact fees or dedication requirements specifically addressed in this Section, such increase shall not be applicable to the CBH Property while this Agreement is in effect.

6.2. School Impact Fees. Pursuant to Section 4-B-6 B of the Unified Development Code, Owner shall pay or cause to be paid applicable school impact fees for the CBH Property. The school impact fees shall be calculated and payable at the time of final subdivision platting in accordance with the Town Code, as amended.

6.3. Open Space Fees and Dedications. Pursuant to Section 4-B-6 C of the Unified Development Code, Owner shall make a payment in lieu of dedication equal to five percent (5%) of the fair market value of the property on the day of the platting as determined by the most recent Grand County Assessor's property valuation at the time of final subdivision platting.

6.4. Affordable and Workforce Housing. Affordable Housing Fees. At the time of application for a building permit for any new residential construction within the CBH Property, the applicant of said permit shall pay to the Town the applicable affordable housing fees imposed by the Town with respect to residential uses. The provisions of this Section 6.4 shall satisfy all CBH's affordable and workforce housing obligations for the CBH Property.

6.5. Residential Real Estate Transfer Assessment. Within 30 days following the Effective Date, CBH shall record or cause to be recorded a covenant against the CBH Property requiring payment to the Town of a real estate transfer assessment in the amount of one half of one percent (0.5%) of the consideration paid for each non-exempt transfer of residential property within the CBH Property improved with a Dwelling Unit or Dwelling Units for which a certificate of occupancy has been issued (the "Residential RETA"). The Residential RETA shall be in addition to the existing Real Estate Transfer Tax administered by the Town under Title 1, Chapter 10, of the Town Code, as amended (the "RETT"). The covenant shall be in substantially the form attached hereto and incorporated herein as Exhibit 2. The Town shall administer and collect the Residential RETA in the same manner as the Town administers and collects the RETT, with the same exemptions as the RETT. The Residential RETA may be paid either by the buyer or the seller of the subject property as negotiated by the parties to the transfer. The Town shall use the funds generated by the Residential RETA exclusively for the construction, maintenance or acquisition of workforce, affordable, or community housing, as the Town may determine in its discretion.

6.6. General Real Estate Transfer Assessment. Within 30 days following the Effective Date, CBH shall record or cause to be recorded a covenant against the portion of the CBH Property that it owns, requiring payment to the Town of a real estate transfer assessment in the amount of one percent (1.0%) of the consideration paid for each non-exempt transfer of any real property within the CBH Property improved with a residential unit for which a certificate of occupancy has been issued (the "General RETA"). The General RETA shall be in addition to the RETT, as

amended. The covenant shall be in substantially the form attached hereto and incorporated herein as Exhibit 3. The Town shall use the funds generated by the General RETA to support general municipal purposes. The Town shall administer and collect the General RETA in the same manner as the Town administers and collects the RETT, with the same exemptions as the RETT. The General RETA may be paid either by the buyer or the seller of the subject property as negotiated by the parties to the transfer. The Town shall use the funds generated by the General RETA for general municipal purposes.

6.7 Negotiation. CBH and the Town acknowledge that CBH's obligations relating to affordable housing fees and the provision of workforce housing as set forth in Section 6.4 through 6.6 of this Agreement are the result of negotiations between the CBH and the Town and are not the result of unilateral requirements imposed by the Town. Moreover, CBH acknowledges that there is an essential nexus between the obligations and a legitimate government interest, and that the obligations are roughly proportional in nature and extent to the impact the Project will create.

6.8 Real Estate Transfer Tax. The Town's existing, generally applicable RETT, as defined above and as may be amended from time to time, shall also apply to non-exempt transfers of CBH Property.

Section 7. Owners Obligations.

7.1. Plans. With input from the Town, CBH shall prepare or cause to be prepared all applications and related plans for the CBH Property at the sole cost of CBH, which applications and related plans shall comply with the Town Code.

7.2. Construction of Public Improvements. CBH shall construct and install, or cause to be constructed and installed, all of the Public Improvements described in Section 5 in accordance with the terms of that Section, the Town's applicable ordinances, codes and regulations and all other applicable law, except as otherwise provided herein and in the Development Improvements Agreement. When this Agreement and the Development Improvements Agreement are silent as to applicable standards, the Town Code as well as the Town's other ordinances, codes and regulations, as may be amended from time to time, shall control. With the final plat application, CBH shall submit or cause to be submitted a Development Improvements Agreement, in a form approved by the Town, to guarantee the construction of the Public Improvements associated with that final plat application. Acceptable forms of collateral security for the guarantee include a separate letter of credit or other acceptable collateral approved by the Town guaranteeing the completion of the Public Improvements.

7.3. Dedication. The Public Improvements constructed by or on behalf of CBH shall be conveyed or dedicated to the Town for ownership, operation, and maintenance subject to acceptance by the Town.

7.4. Applicable Law. CBH shall comply or cause to be complied with all applicable laws, including without limitation all current and future federal, state, and local statutes, regulations, ordinances, and rules relating to, the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater, or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation, or investigation of a Hazardous Material; and the protection of human health, safety, or the indoor or outdoor environmental, including (without limitation) the Comprehensive

Environmental Response, Compensation and Liability Act, 42 U.S.C. § 960 I, et seq. (“CERCLA”); the Hazardous Materials Transportation Act, 49 U.S.C. § 180 I, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. (“RCRA”); the Toxic Substances Control Act, 15 U.S.C. § 260 I, et seq.; the Clean Water Act, 33 U.S.C. § 1251, et seq.; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, state, or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders, or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material, as now or at any time hereafter in effect.

Section 8. Annexation Plats. Notwithstanding any provision of Town Code to the contrary, the Town agrees that each annexation parcel comprising the CBH Property shall be deemed to be a legally subdivided parcel upon recordation of the applicable annexation map.

Section 9. Vested Rights.

9.1 Vesting. The Parties hereby agree that this Agreement and the Approved Zoning collectively constitute a “Site Specific Development Plan” under Unified Development Code (the “UDC”) of the Town Code and C.R.S. § 24-68-101, *et seq.*, and CBH and its successors and assigns shall have a vested property right to undertake and complete the Project and use the Property under the terms and conditions set forth herein (the “Vested Rights”). The Vested Rights shall constitute benefits and burdens to the land and shall run with title to the CBH Property.

9.2 General Regulations. The establishment of the Vested Rights under this Agreement to be submitted prior to development shall not preclude the application of Town regulations of general applicability including, but not limited to, the application of local improvement districts, building, fire, plumbing, engineering, electrical, and mechanical codes, or the application of regional, state, or federal regulations, as all of the foregoing exist on the Effective Date or may be enacted or amended after the Effective Date, except as otherwise provided herein, as against the Property and the Project. CBH does not waive its rights, however, to oppose adoption of any such regulations.

Section 10. Remedies.

10.1. Available Remedies. Upon a breach of this Agreement by any Party, the non-breaching Parties shall be entitled to pursue all remedies allowed by law or in equity, including but not limited to those remedies established under the Vested Rights Act, and the exercise of one remedy shall not preclude the exercise of any other remedy.

10.2. Disconnection. In addition to any other available remedy at law or in equity, in the event of an uncured breach by the Town, CBH shall be entitled to disconnect the CBH Property or any portion thereof from the Town as set forth in this Section. It is expressly understood and acknowledged that the procedures specified herein shall be in lieu of any procedures set forth in C.R.S. § 31-12-501, *et seq.*, or C.R.S. § 31-12-701, *et seq.*, which only apply to statutory cities and towns, as confirmed in *Allely v. City of Evans*, 124 P.3d 911 (Colo. App. 2005). The disconnection procedures set forth in this Section are authorized by the Town’s home rule charter under Article XX, Section 6 of the Colorado Constitution.

10.2.1. Petition for Disconnection. To avail itself of this remedy, CBH shall file a written petition for disconnection with the Town Clerk, which shall include a legal description of

the CBH Property or portion thereof subject to the disconnection and a map depicting the property to be disconnected. Within 60 days of receipt of such a petition, the Town Council shall finally adopt an ordinance disconnecting the CBH Property from the Town (the “Disconnection”). The Town shall file the Disconnection ordinance and map with all parties entitled to receive an annexation ordinance and map under C.R.S. § 31-12-113.

10.2.2. Levied Taxes. Upon the Disconnection, the CBH Property shall not be exempt from the payment of any property taxes lawfully assessed against it for the purpose of paying any indebtedness lawfully contracted by the Town while such property was within the limits of the Town and which remains unpaid and for the payment of which the CBH Property could be lawfully taxed. When the Town levies a property tax for the purpose of paying indebtedness or any part thereof or interest thereon, the Town may levy a tax at the same rate and for the same purpose on the disconnected property. The County Treasurer shall pay over to the Town all moneys collected on account of such tax, to be applied only to the payment of such indebtedness. If any owner of the disconnected property pays off and discharges a portion of such indebtedness equal in amount to the same proportion of the indebtedness which the valuation for assessment of the land bears to the entire valuation for assessment of all the property subject to taxation for the payment of such indebtedness, calculated according to the last assessment previous to such payment, said land is exempted from further taxation to pay such indebtedness. Upon such payment being made, evidences of payment of such portion of said indebtedness shall be deposited with the Town, and the Town shall issue a certificate stating that such payment has been made.

10.2.3. Conflicts. In the event of any conflict between this Section 10.2 and any provision of the Municipal Annexation Act or the Town Code regarding disconnection, this Section 10.2 shall control.

10.2.4. Findings. The Town Council hereby finds and agrees that the best interests of the Town will not be prejudiced by the Disconnection in the event of the Town’s breach or default under this Agreement.

Section 11. Miscellaneous.

11.1. Amendments. This Agreement may be amended only with the prior written approval of all of the Parties and any such amendment shall be recorded in the Grand County, Colorado real property records.

11.2. Notices. Any notice required by this Agreement shall be in writing, addressed as follows:

If to the Town:

Town of Winter Park
50 Vasquez Road
Winter Park, CO
80482 Attn: Town
Clerk

If to CBH:

Connor-Bertron Holdings, LLC
Cameron R. Bertron, Manager
1145 Gaylord St.
Denver, CO 80206

Notices will be deemed delivered and effective as follows: if given personally, when delivered to the Party to whom it is addressed; if delivered by overnight courier, the date upon which delivery is confirmed by such overnight courier; or if given by mail, five (5) days after a letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail.

11.3. Entire Agreement. This Agreement constitutes the entire and final understanding among the Parties with respect to the subject matter hereof, other than the CBH and a subsequent development improvement agreement, if required, affecting the CBH Property. This Agreement supersedes all prior agreements and understandings between the Parties relating to the subject matter hereof.

11.4. Assignment. CBH may assign to one or more successor developers all or any part of its obligations and rights under this Agreement in accordance with the terms and conditions of this Agreement and applicable law.

11.5. Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall, unless amended or modified by mutual consent of the Parties, continue in full force and effect.

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

11.7. Conflict with Other Provisions of the Town Code. In the event any provision of this Agreement conflicts with any provision of the Town Code, this Agreement shall control the determination of the rights and obligations of the Parties with respect to such conflicting matter.

11.8. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement.

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

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

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

officers, attorneys or employees.

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

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

[Remainder of page left intentionally blank.]

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

TOWN OF WINTER PARK

Nick Kutumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk

CONNOR-BERTRON HOLDINGS LLC,
a Colorado limited liability company

By: _____
Cameron R. Bertron,
Manager

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 2024, by Cameron R. Bertron, as Manager of Connor- Bertron Holdings, LLC, a Colorado limited liability company, on behalf of the company.

My Commission expires:

(S E A L)

Notary Public

EXHIBIT 1
LEGAL DESCRIPTION OF CBH PROPERTY TO BE ANNEXED

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

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SIC) (SW1 / 4SE 1 / 4) OF SAID SECTION 32; THENCE NORTH 89°17'56"WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 32 A DISTANCE OF 561.64 FEET, TO A POINT ON THE EASTERLY BOUNDARY OF COUNTY ROAD NO. 7; THENCE ALONG THE EASTERLY AND SOUTHERLY BOUNDARY OF COUNTY ROAD NO 7, THE FOLLOWING FOUR (4) COURSES:

1. NORTH 30°53'17" EAST A DISTANCE OF 109.71 FEET TO A POINT;
2. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 198.72 FEET, A DISTANCE OF 134.81 FEET, (THE CHORD OF WHICH BEARS NORTH 50°19'20" EAST, A DISTANCE OF 132.24 FEET) TO A POINT;
3. THENCE NORTH 69°45'23" EAST A DISTANCE OF 329.52 FEET TO A POINT;
4. THENCE SOUTH 81°05'13" EAST A DISTANCE OF 87.77 FEET TO A POINT, ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4SE1/4), OF SAID SECTION 32; THENCE SOUTH 01°31'43" EAST, ALONG SAID EAST LINE. A DISTANCE OF 285.97 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. COUTY OF GRAND, STATE OF COLORADO

EXHIBIT 2

DECLARATION OF COVENANT Residential Real Estate Transfer Assessment

This Declaration of Covenant (the “Covenant”) is made by Connor-Bertron Holdings, LLC, a Colorado limited liability company (“CBH”) and shall be effective upon its recording in the Grand County, Colorado, real property records (the “Effective Date”).

RECITALS

A. CBH owns certain real property more particularly described on Exhibit A as the “CBH Property”. By executing and recording this Covenant in the Grand County, Colorado, real property records, CBH shall encumber the CBH Property with this Covenant.

B. CBH entered into an Annexation Zoning and Vested Rights Agreement (the “Annexation Agreement”) with the Town of Winter Park (the “Town”), dated _____, 2024 and recorded in the real property records of Grand County (the “Records”) at Reception No. _____. The Annexation Agreement governs, among other things, the annexation and development of the CBH Property.

C. CBH proposes to develop the CBH Property as three residential single-family lots.

D. In the Annexation Agreement, the Town and CBH agreed to a residential real estate transfer assessment in the amount of 0.5% of the “Consideration” (as hereinafter defined) paid for each non-exempt transfer of any residential property within the CBH Property improved with a Dwelling Unit or Dwelling Units for which a certificate of occupancy has been issued (the “Transfer Assessment”).

F. Each person acquiring any interest in any lot within the CBH Property shall be deemed for all purposes to have assented and agreed, as an essential condition of any conveyance to it, to the provisions of this Covenant, and to have waived any right to challenge or contest the provisions hereof or to seek any refund or abatement of the assessment payable hereunder.

COVENANT

In light of the foregoing Recitals and the consideration set forth in the Annexation Agreement, CBH hereby covenants and binds portion of the CBH Property as follows:

Section 1. Definitions. For purposes of this Covenant, and consistent with Title 1, Chapter 10, of the Town Code of Winter Park, as amended (the “Code”), the following terms shall have the following meanings:

a. “Consideration” means the gross consideration paid for any of the real property affected by the “Transfer” (as hereinafter defined) and includes actual cash paid, the money equivalent of real property delivered or conveyed in exchange for the Transfer, or contracted to be

paid or delivered or conveyed, in return for the Transfer of ownership or interests in the property, and includes the amount of any lien, mortgage, contract indebtedness, or other encumbrance or debt, but specifically excluding the price paid for any personal property, such as furniture, fixtures or equipment (“FF&E”) either given to secure the purchase price, or any part thereof, or remaining unpaid on any portion of the CBH Property at the time of the Transfer. “Consideration” does not include as an addition to gross consideration the amount of any outstanding lien or encumbrance in favor of the United States, the state of Colorado, or of a municipal or quasi-municipal corporation or district for taxes, special benefits, or improvements. For the sake of clarification and absence of doubt, and notwithstanding anything to the contrary herein, Consideration shall only be based upon the price paid for real property and not any personal property, including, but, not limited to FF&E, affected by a Transfer.

b. “Dwelling Unit” or “Dwelling Units” has the meaning set forth in the Town Code.

c. “Final Court Action” means a final order or opinion issued by a court of competent jurisdiction by which the Town or CBH is bound, where no appeal can be taken or the time for filing an appeal has expired.

d. “Transfer” means, whether or not the same is in writing or is recorded, each and every sale, grant, assignment, exchange, or conveyance of any ownership or title to any residential portion of the CBH Property improved with a Dwelling Unit or Dwelling Units for which a certificate of occupancy has been issued, and the sale, leasing, letting, conveyance, or assignment of a possessory interest for a period greater than fifty (50) years in any residential portion of the CBH Properties improved with a Dwelling Unit or Dwelling Units for which a certificate of occupancy has been issued, subject to the exemptions set forth in Section 3.

Section 2. Covenant. CBH hereby covenants and agrees with respect to the CBH Property that the Transfer Assessment shall be due and payable at the time of each Transfer. The parties to the Transfer shall be entitled to determine, as among themselves, which party or parties to the Transfer shall pay the Transfer Assessment, so long as the total amount of the Transfer Assessment is paid to the Town. The amount of the Transfer Assessment is One Half of One Percent (0.5%) of the Consideration paid in connection with such Transfer. Except as provided in Sections 3 and 4, each Owner hereby waives, on behalf of itself and its successors in title, any right to challenge the Transfer Assessment on any basis at any time.

Section 3. Exemptions. No Transfer Assessment shall be due or payable with respect to any Transfer that is specifically exempted from payment of the Town's Real Estate Transfer Tax pursuant to Section 1-10-6 of the Code. In addition, no Transfer Assessment under this Covenant shall be due or payable with respect to the Transfer of any non-residential portion of the CBH Property.

Section 4. Exemption Procedure. The procedure for obtaining an exemption shall be the procedure set forth in Title 1, Chapter 10, of the Code.

Section 5. Receipt and Application of Funds. The Transfer Assessment may be paid by either party to the Transfer, as negotiated in each Transfer. Each Transfer Assessment shall be paid directly to the Town. All amounts received by the Town pursuant to this Covenant shall be directed to the Town's General Fund but accounted for as a separate income item and used exclusively for the

construction, maintenance or acquisition of workforce, affordable, or community housing, as the Town may determine in its discretion, provided that a portion of the funds may be used to administer the collection of the Transfer Assessment.

Section 6. Penalties and Liens. Penalties and liens shall be imposed as set forth in Title 1, Chapter 10, of the Code.

Section 7. Relationship to Property. CBH acknowledges and agrees that, because the funds raised by the Transfer Assessment are required to be used for the purpose specified in Section 5 above, the obligations imposed by this Covenant are related to and touch and concern the CBH Property. This Covenant shall run with title to the CBH Property and be binding on all persons who hereafter acquire any interest in any of the CBH Property, whether as an owner, renter, trustee, or mortgage beneficiary or otherwise.

Section 8. Recording. This Covenant shall be recorded in the records of Grand County, Colorado.

Section 9. Enforcement. This Covenant is made for the express benefit of the owners and occupants of the CBH Property and for the additional express benefit of the Town. The Town shall have the right and power to enforce the terms of this Covenant as provided in the Code, including but not limited to Titles 1 and 7 thereof, and to bring suit for either legal or equitable relief for any breach, default, or lack of compliance with the provisions of this Covenant, provided that no suit may be filed until the Town and CBH or its successors and assigns is provided with written notice of such breach or lack of compliance and fails to cure such breach or lack of compliance within ten (10) days after receipt of such notice.

Section 10. Defense and Cure of Covenant.

a. In the event of any legal challenge by a third party to the validity or enforceability of any provision of this Covenant, CBH shall cooperate with the Town in the defense of such challenge, with each bearing its own costs and attorney fees. During the pendency of any such legal challenge, through and including any Final Court Action, CBH shall not assert any legal position contrary to the enforceability of this Covenant.

b. In the event of a Final Court Action determining this Covenant to be invalid or unenforceable, in whole or in part, resulting from such third-party legal challenge, CBH shall cooperate with the Town as necessary, and use its efforts to cure any such legal defects identified by such Final Court Action, and immediately upon such cure, take such actions as may be necessary to render the terms of this Covenant effective and enforceable. No such action shall alter the amount of the Transfer Assessment as set forth in Section 1 above, or the purposes for which the funds raised by the Fee shall be expended, as set forth in Section 5 above.

c. If this Covenant is held to be invalid or unenforceable by any Final Court Action, CBH shall not be required to purchase or repurchase any of the CBH Property to effect a cure nor be required to pay any Transfer Assessment not collectable by the Town.

Section 11. Severability. A determination by any court of competent jurisdiction that any provision of this Covenant is invalid or unenforceable shall not affect the validity or enforceability of any other provision hereof.

Section 12. Statements. Upon written request by any interested party, the Town shall issue a written statement setting forth the amount of any unpaid Transfer Assessment with respect to any specific portion of the CBH Property identified in such request. Such statement shall be furnished as soon as reasonably practicable, but in no event later than thirty (30) days after receipt of the request, and shall be binding on the Town.

Section 13. Amendment. This Covenant shall not be amended or terminated without the advance written consent of the Town. If the Town provides such consent, no amendment shall be effective unless it is contained in a written instrument signed and acknowledged by CBH or their successors in the same manner as this Covenant and duly recorded.

Section 14. Term. The Transfer Assessment shall become effective upon recording of this Covenant and shall have an indefinite term, the intent being that this Covenant shall apply in perpetuity.

Section 15. Governing Law and Venue. The interpretation, enforcement or any other matters relative to this Covenant shall be construed and determined in accordance with the laws of the State of Colorado, and venue for any legal action arising out of this Covenant shall be in Grand County, Colorado.

Section 16. Encumbrance. Until terminated, each and every provision contained in this Covenant shall be deemed incorporated in each deed or other instrument by which any right, title or interest in the CBH Property is transferred, granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument.

Section 17. Incorporation of Recitals. The recitals stated herein are hereby incorporated into the operative provisions of this Covenant by this reference as if such recitals were set forth herein in full.

IN WITNESS WHEREOF, CBH has executed this Covenant as of the Effective Date.

CONNOR-BERTRON HOLDINGS, LLC,
a Colorado limited liability company

By:
Cameron R. Bertron
Manager

STATE OF COLORADO)
) ss.
COUNTY OF)

Acknowledged, subscribed and sworn to before me this day of , 2024, by Cameron R, Bertron, as Manager of Connor-Bertron Holdings, LLC, a Colorado limited liability company, on behalf of the company.

WITNESS my and official seal.

Notary Public

My commission expires:

Exhibit A
to DECLARATION OF COVENANT
Residential Real Estate Transfer Assessment

CBH Property

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

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SIC) (SW1 / 4SE 1 / 4) OF SAID SECTION 32; THENCE NORTH 89°17'56"WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 32 A DISTANCE OF 561.64 FEET, TO A POINT ON THE EASTERLY BOUNDARY OF COUNTY ROAD NO. 7; THENCE ALONG THE EASTERLY AND SOUTHERLY BOUNDARY OF COUNTY ROAD NO 7, THE FOLLOWING FOUR (4) COURSES:

1. NORTH 30°53'17" EAST A DISTANCE OF 109.71 FEET TO A POINT;
2. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 198.72 FEET, A DISTANCE OF 134.81 FEET, (THE CHORD OF WHICH BEARS NORTH 50°19'20" EAST, A DISTANCE OF 132.24 FEET) TO A POINT;
3. THENCE NORTH 69°45'23" EAST A DISTANCE OF 329.52 FEET TO A POINT;
4. THENCE SOUTH 81°05'13" EAST A DISTANCE OF 87.77 FEET TO A POINT, ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4SE1/4), OF SAID SECTION 32; THENCE SOUTH 01°31'43" EAST, ALONG SAID EAST LINE. A DISTANCE OF 285.97 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. COUTY OF GRAND, STATE OF COLORADO.

EXHIBIT 3

DECLARATION OF COVENANT General Real Estate Transfer Assessment

This Declaration of Covenant (the “Covenant”) is made by Connor-Bertron Holdings, LLC, a Colorado limited liability company (“CBH” or “Owner”) and shall be effective upon its recording in the Grand County, Colorado, real property records (the “Effective Date”).

RECITALS

A. CBH owns certain real property more particularly described on Exhibit A as the “CBH Property”. By executing and recording this Covenant in the Grand County, Colorado real property records, CBH shall encumber the CBH Property with this Covenant.

B. Owners and others entered into an Annexation Zoning and Vested Rights Agreement (the “Annexation Agreement”) with the Town of Winter Park (the “Town”), dated _____, 2024, and recorded in the real property records of Grand County (the “Records”) at Reception No. _____. The Annexation Agreement governs, among other things, the annexation and development of the CBH Property.

C. CBH proposes to develop the CBH Properties as single-family residential lots.

D. In the Annexation Agreement, the Town and Owner agreed to a general real estate transfer assessment in the amount of 1.0% of the “Consideration” (as hereinafter defined) paid for each non-exempt transfer of property within the CBH Property improved with a residential unit for which a certificate of occupancy has been issued (the “Transfer Assessment”).

E. Each person acquiring any interest in any lot or tract within the CBH Property shall be deemed for all purposes to have assented and agreed, as an essential condition of any conveyance to it, to the provisions of this Covenant, and to have waived any right to challenge or contest the provisions hereof or to seek any refund or abatement of the assessment payable hereunder.

COVENANT

In light of the foregoing Recitals and the consideration set forth in the Annexation Agreement and the Development Guide Agreement, CBH hereby covenants and binds the CBH Property as follows:

Section 1. Definitions. For purposes of this Covenant, and consistent with Title 1, Chapter 10, of the Town Code of Winter Park, as amended (the “Code”), the following terms shall have the following meanings:

(a) “Consideration” means the gross consideration paid for any of the real property affected by the “Transfer” (as hereinafter defined) and includes actual cash paid, the money equivalent of real property delivered or conveyed in exchange for the Transfer, or contracted to be paid or delivered or conveyed, in return for the Transfer of ownership or interests in the property, and includes the amount of any lien, mortgage, contract indebtedness, or other encumbrance or debt, but specifically excluding the price paid for any personal property such as furniture, fixtures or equipment (“FF&E”) either given to secure the purchase price, or any part

thereof, or remaining unpaid on any portion of the CBH Property at the time of the Transfer. “Consideration” does not include as an addition to gross consideration the amount of any outstanding lien or encumbrance in favor of the United States, the state of Colorado, or of a municipal or quasi-municipal corporation or district for taxes, special benefits, or improvements. For the sake of clarification and absence of doubt, and notwithstanding anything to the contrary herein, Consideration shall only be based upon the price paid for real property and not any personal property, including, but, not limited to FF&E, affected by a Transfer.

(b) “Final Court Action” means a final order or opinion issued by a court of competent jurisdiction by which the Town or CBH is bound, where no appeal can be taken or the time for filing an appeal has expired.

(c) “Transfer” means, whether or not the same is in writing or is recorded, each and every sale, grant, assignment, exchange, or conveyance of any ownership or title to any portion of the CBH Property improved with a residential unit for which a certificate of occupancy has been issued, and the sale, leasing, letting, conveyance, or assignment of a possessory interest for a period greater than fifty (50) years in any portion of the CBH Property improved with a residential unit for which a certificate of occupancy has been issued, subject to the exemptions set forth in Section 3.

Section 2. Covenant. CBH hereby covenants and agrees that the Transfer Assessment shall be due and payable at the time of Transfer. The parties to the Transfer shall be entitled to determine, as among themselves, which party or parties to the Transfer shall pay the Transfer Assessment, so long as the total amount of the Transfer Assessment is paid to the Town. The amount of the Transfer Assessment is One Percent (1.0%) of the Consideration paid in connection with such Transfer. Except as provided in Sections 3 and 4, CBH hereby waives, on behalf of itself and its successors in title, any right to challenge the Transfer Assessment on any basis at any time.

Section 3. Exemptions. No Transfer Assessment shall be due or payable with respect to any Transfer that is specifically exempted from payment of the Town's Real Estate Transfer Tax pursuant to Section 1-10-6 of the Code. In addition, no Transfer Assessment under this Covenant shall be due or payable with respect to the Transfer of any non-residential portion of the CBH Property.

Section 4. Exemption Procedure. The procedure for obtaining an exemption shall be the procedure set forth in Title 1, Chapter 10, of the Code.

Section 5. Receipt and Application of Funds. The Transfer Assessment may be paid by either party to the Transfer, as negotiated in each Transfer. Each Transfer Assessment shall be paid directly to the Town. All amounts received by the Town pursuant to this Covenant shall be directed to the Town's General Fund but accounted for as a separate income item and used to support general municipal purposes, provided that a portion of the funds may be used to administer the collection of the Transfer Assessment.

Section 6. Penalties and Liens. Penalties and liens shall be imposed as set forth in Title 1, Chapter 10, of the Code.

Section 7. Relationship to Property. CBH acknowledges and agrees that, because the funds raised by the Transfer Assessment are required to be used for the purpose specified in Section 5

above, the obligations imposed by this Covenant are related to and touch and concern the CBH Property. This Covenant shall run with title to the CBH Property and be binding on all persons who hereafter acquire any interest in any of the CBH Property, whether as an owner, renter, trustee, or mortgage beneficiary or otherwise.

Section 8. Recording. This Covenant shall be recorded in the records of Grand County, Colorado.

Section 9. Enforcement. This Covenant is made for the express benefit of the owners and occupants of the CBH Property and for the additional express benefit of the Town. The Town shall have the right and power to enforce the terms of this Covenant as provided in the Code, including but not limited to Titles 1 and 7 thereof, and to bring suit for either legal or equitable relief for any breach, default, or lack of compliance with the provisions of this Covenant, provided that no suit may be filed until the Town and Owner or its successors and assigns is provided with written notice of such breach or lack of compliance and fails to cure such breach or lack of compliance within ten (10) days after receipt of such notice.

Section 10. Defense and Cure of Covenant.

(a) In the event of any legal challenge by a third party to the validity or enforceability of any provision of this Covenant, CBH shall cooperate with the Town in the defense of such challenge, with each bearing its own costs and attorney fees. During the pendency of any such legal challenge, through and including any Final Court Action, CBH shall not assert any legal position contrary to the enforceability of this Covenant.

(b) In the event of a Final Court Action determining this Covenant to be invalid or unenforceable, in whole or in part, resulting from such third-party legal challenge, CBH shall cooperate with the Town as necessary, and use its efforts to cure any such legal defects identified by such Final Court Action, and immediately upon such cure, take such actions as may be necessary to render the terms of this Covenant effective and enforceable. No such action shall alter the amount of the Transfer Assessment as set forth in Section 1 above, or the purposes for which the funds raised by the Fee shall be expended, as set forth in Section 5 above.

(c) If this Covenant is held to be invalid or unenforceable by any Final Court Action, CBH shall not be required to purchase or repurchase any of the CBH Property to effect a cure nor be required to pay any Transfer Assessment not collectable by the Town.

Section 11. Severability. A determination by any court of competent jurisdiction that any provision of this Covenant is invalid or unenforceable shall not affect the validity or enforceability of any other provision hereof.

Section 12. Statements. Upon written request by any interested party, the Town shall issue a written statement setting forth the amount of any unpaid Transfer Assessment with respect to any specific portion of the CBH Property identified in such request. Such statement shall be furnished as soon as reasonably practicable, but in no event later than thirty (30) days after receipt of the request and shall be binding on the Town.

Section 13. Amendment. This Covenant shall not be amended or terminated without the

advance written consent of the Town. If the Town provides such consent, no amendment shall be effective unless it is contained in a written instrument signed and acknowledged by CBH or their successors in the same manner as this Covenant and duly recorded.

Section 14. Term. The Transfer Assessment shall become effective upon recording of this Covenant and shall have an indefinite term, the intent being that this Covenant shall apply in perpetuity.

Section 15. Governing Law and Venue. The interpretation, enforcement or any other matters relative to this Covenant shall be construed and determined in accordance with the laws of the State of Colorado, and venue for any legal action arising out of this Covenant shall be in Grand County, Colorado.

Section 16. Encumbrance. Until terminated, each and every provision contained in this Covenant shall be deemed incorporated in each deed or other instrument by which any right, title or interest in any of the CBH Property is transferred, granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument.

Section 17. Incorporation of Recitals. The recitals stated herein are hereby incorporated into the operative provisions of this Covenant by this reference as if such recitals were set forth herein in full.

IN WITNESS WHEREOF, CBH has executed this Covenant as of the Effective Date.

CONNOR-BERTON HOLDINGS, LLC, a
Colorado limited liability company

By:

Cameron R. Bertron
Manager

STATE OF COLORADO)
) ss.
COUNTY OF)

Acknowledged, subscribed and sworn to before me this day of
2024, by Cameron R. Bertron, as Manager of Connor-Bertron Holdings, LLC, a Colorado limited
liability company, on behalf of the company.

WITNESS my and official seal.

Notary Public

My commission expires:

Exhibit A
to DECLARATION OF COVENANT
General Real Estate Transfer Assessment

CBH Property

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

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SIC) (SW1 / 4SE 1 / 4) OF SAID SECTION 32; THENCE NORTH 89°17'56"WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 32 A DISTANCE OF 561.64 FEET, TO A POINT ON THE EASTERLY BOUNDARY OF COUNTY ROAD NO. 7; THENCE ALONG THE EASTERLY AND SOUTHERLY BOUNDARY OF COUNTY ROAD NO 7, THE FOLLOWING FOUR (4) COURSES:

1. NORTH 30°53'17" EAST A DISTANCE OF 109.71 FEET TO A POINT;
2. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 198.72 FEET, A DISTANCE OF 134.81 FEET, (THE CHORD OF WHICH BEARS NORTH 50°19'20" EAST, A DISTANCE OF 132.24 FEET) TO A POINT;
3. THENCE NORTH 69°45'23" EAST A DISTANCE OF 329.52 FEET TO A POINT;
4. THENCE SOUTH 81°05'13" EAST A DISTANCE OF 87.77 FEET TO A POINT, ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4SE1/4), OF SAID SECTION 32; THENCE SOUTH 01°31'43" EAST, ALONG SAID EAST LINE. A DISTANCE OF 285.97 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. COUNTY OF GRAND, STATE OF COLORADO.



MEMO

TO Town Council

FROM James Shockey, AICP, Community Development Director

THROUGH Shelia Booth, AICP, CPS Contracted Planner

DATE November 19, 2024

RE Annexation and Zoning of Connor-Bertron Addition (PLN24-076), Second Reading of Annexation Ordinance 625, Series 2024, and First Reading of Zoning Ordinance 626, Series 2024.

Property Owner: Connor-Bertron Holdings, LLC, as owner of more than 50% of the territory proposed for annexation.

Applicant: Cameron Bertron, Connor-Bertron Holdings, LLC

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

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

Current Zoning: Forestry/Open Space - Grand County

Requested Initial Zoning: Single-Family Residential (R-1) - Town of Winter Park

Authority:

Pursuant to § 5-B-3, Development Review Procedures Summary Table, of the Winter Park Unified Development Code (the "UDC"), the Planning Commission and Town Council consider the zoning of parcels from one zoning district to another zoning district within the Town of Winter Park.

Pursuant to § 5-C-4 Annexation of the Winter Park Unified Development Code (the "UDC") and the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, the Town Council shall review the annexation in conformance with C.R.S. § 31-12-107.

Applicable Provisions of the Unified Development Code (UDC):

UDC § 2-A-3 Official Zoning Map E. Annexed and Undesignated Lands. For the purposes of ensuring that all land has a zoning designation, any land that is not assigned a zoning district on the Official Zoning Map or any land that is annexed into the Town without a zoning designation shall be zoned Open Space, Forestry, Agriculture, and Recreational (O-S-F), unless otherwise requested.

Zoning Procedure & Approval Criteria:

UDC § 5-C-2 Rezoning, E. Procedure.

1. Pre-Application Conference. Prior to filing an application, applicants shall schedule a pre-application conference, as set out in Sec. 5-B-4, Pre-Application Conference.
2. Application Completeness. The Director shall review the submitted application to determine if the standards of this Section and the requirements of Sec. 5-B-7, Completeness Review, have been fulfilled.
3. Notification Requirements. See Sec. 5-B-8, Public Notice Requirements.

4. Planning Commission Action. After proper public notice, the Planning Commission shall:
 - a. Receive a written recommendation from the Director regarding the proposed rezoning;
 - b. Hold a public hearing prior to taking action on the proposed rezoning; and
 - c. By majority vote, recommend to approve or deny the rezoning as outlined in Sec. 5-A-3(C), Procedures.
5. Town Council Action. The Town Council shall:
 - d. Receive a written recommendation from the Planning Commission regarding the proposed rezoning;
 - e. Hold a public hearing prior to taking action on the proposed rezoning; and
 - f. By majority vote, approve or deny the rezoning by ordinance as outlined in Sec. 5-A-2(C), Procedures.

UDC § 5-C-2 Rezoning, F. Approval Criteria. The rezoning request shall be evaluated and may be approved in accordance with the following criteria:

1. Transitioning Character. The character of the surrounding area is transitioning or being affected by other factors, such as traffic, new public facilities, adjoining uses, development transitions, deterioration, or environmental issues;
2. Unanticipated Use. The rezoning is necessary to allow a land use not anticipated by either this UDC or the Comprehensive Plan;
3. Town Code, Plans, and Policies. The rezoning conforms with the policies, intents, and requirements of the Town's Code of Ordinances and other adopted plans and policies;
4. Errors. The rezoning corrects an error in the existing zone at the time of the adoption;
5. Community Benefits. There will be benefits derived by the community and in the area where the rezoning is proposed;
6. Compatibility with Area. The rezoning, if approved, would be compatible with the surrounding area and would not constitute "spot zoning"; and
7. Adequate Facilities. There are adequate facilities available to serve development for the type and scope suggested by the proposed rezoning.

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

§ 5-B-8 Public Notice Requirements:

The overall annexation application, including the Initial Zoning request, has been properly notified pursuant to § 5-B-8 of the UDC. For the annexation request, a Newspaper Publication (PUB) was published five times in the Middle Park Times on October 9, October 16, October 23, October 30 and November 6, 2024, providing notification of the hearing and requesting comments and on November 1, 2024, for the zoning application. A Surrounding Property Owners Mailing (ML) was sent to property owners within 300' of the property on October 28, 2024, for the zoning application. A Property Posting (PO) was also posted on October 28, 2024, for the zoning application.

No public comments have been received as of November 14, 2024.

Petition for Annexation:

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

The Town Clerk referred the annexation petition to the Town Council on September 17, 2024, and approved Resolution 2184, Series 2024 finding substantial compliance on October 1, 2024. At the November 5, 2024, Town Council meeting, first reading of the annexation Ordinance 625, Series 2024, was completed and approved. At the November 19, 2024 meeting, the Town Council set forth its findings of fact and its conclusions based thereon with Resolution 2189, 2024 finding all applicable requirements of C.R.S. §§ 31-12-104 and 31-12-105, within the Municipal Annexation Act of 1965 et seq. (the “Annexation Act”) and the requirements of § 5-C-4 of the Winter Park Unified Development Code (the “UDC”) have been met.

Annexation Summary:

Immediately east of the Property is a vacant residential lot zoned Multiple-Family Residential (R-2) within Hideaway Village Filing 2 of the Town of Winter Park to which contiguity is made. South of the Property is U.S Forest Service land zoned Open Space, Forestry, Agriculture, Recreation (OSF) within the Town of Winter Park, and to the west and north of the Property is unincorporated Grand County. Since the annexation area is less than 10 acres, an Annexation Impact Report is not required per C.R.S. § 31-12-108.5(1).

The applicant’s annexation request is accompanied by a minor plat (PLN24-075, Connor Bertron Addition No. 1 Minor Plat) intended for single-family residential development on three lots approximately 0.91-acres each and a request for zoning. Currently, the Property is zoned Forestry/Open District within Grand County. The Applicant proposes to zone the Property Low Density Residential (R-1) by a separate ordinance in the Town of Winter Park, and this will be determined by separate action of Town Council. The minor plat and rezoning case will be considered together at the upcoming November 12th Planning Commission meeting and the zoning ordinance will be presented to the Town Council on November 19th and December 12th.

Annexation Analysis:

The Property has immediate adjacency to the town’s boundary limits and is included in the 2021 Town of Winter Park Three Mile Area Plan (TMAP), referred to as the Mountain Parks Electric Parcel. The TMAP’s Methodology lists the following criteria to be considered when determining desirability for annexation. Staff finds the annexation request is compatible with the general principles below.

1. Areas which will broaden the range of housing types and home ownership opportunities in the Town,
2. Areas that have enough buildable land so that desired Town land uses can be accommodated,
3. Areas that are, or can easily be, served by utilities with no negative physical or economic impact on the community,
4. Areas that help strengthen the economy of Winter Park,
5. Areas that promote infill development; and,
6. Areas that share a community of interest with Winter Park.

Additionally, the TMAP provides the following analysis and considerations for this specific property.

1. If the property is annexed into the Town, it is anticipated that a significant amount of the property would remain undeveloped as open space for wildlife migration, wetland preservation and a USFS buffer.
2. The property is not currently located within the Grand County Water and Sanitation District No. 1 district boundaries (the “District”). The Town will require the inclusion into the District

and additional water be allocated to the property for any zoning entitlements.

3. If it were to be annexed into the Town, appropriate zoning for this parcel would be Planned Development to allow for a flexible design that could include a mix of residential and open space. The Town has expressed interest in obtaining this property for attainable/workforce housing and trailhead parking.

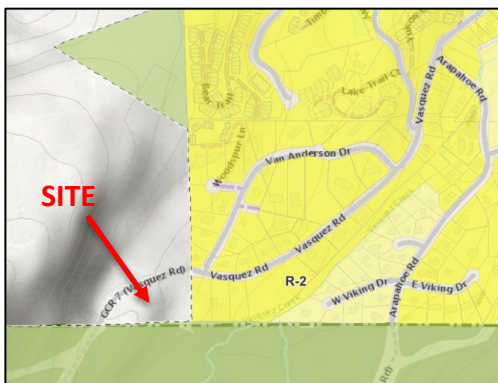
The applicant’s annexation narrative considers the TMAP’s analysis and provides a few counter responses addressing the presence of a wetland boundary mid-point in the Property which limits a cluster-type development pattern.

The applicant has met with the District and obtained a will-serve letter for up to three dwelling units and preliminarily discussed the extension of utilities in Vasquez Road to serve the subdivision. The following proposed improvements to support the development of three single family detached lots will be included in an annexation agreement, which will be considered for approval at the time of second reading of the annexation ordinance:

1. Extension of the existing 8” sanitary sewer service from District manhole No. 1 – 100 in Vasquez Road to serve each residential lot.
2. Annexation of the adjoining section Grand County Road 7 (Vasquez Road) ROW into the Town.
3. Improve the adjoining section of Vasquez Road to meet Town standards for a low volume rural roadway, including stormwater drainage (±769’).
4. Extension of dry utilities as necessary to serve each residential lot.

Project Overview - Zoning

The applicant proposes to zone the Property as Single-Family Residential (R-1). An accompanying minor plat (PLN24-075, Connor Bertron Addition No. 1 Minor Plat) proposes a three lot, single-family residential development of approximately 0.91-acres each. The surrounding zoning of adjacent properties is described as follows:



East: Multiple-Family Residential (R-2), Vacant, Hideaway Village Filing No 2, Lot 10 (Winter Park)

South: Open Space, Forestry, Agriculture and Recreation (OSF), Vacant, U.S. Forest Service land, (Winter Park)

West: Forestry/Open Space, Vacant, (Grand County)

North: Forestry/Open Space, Vacant, (Grand County)

Approval Criteria

UDC § 5-C-2 Rezoning, F. Approval Criteria. The rezoning request shall be evaluated and may be approved in accordance with the following criteria:

1. *Transitioning Character.* The character of the surrounding area is transitioning or being affected by other factors, such as traffic, new public facilities, adjoining uses, development transitions,

deterioration, or environmental issues;

The character of this area is transitioning based on the addition of this property and the demands for more housing. This property is currently not within the Town boundary and undeveloped in the County. The developed area within the Town boundary is zoned R-2 with existing residential development. The Town of Winter Park Three Mile Plan (TMAP) anticipates that a significant amount of the property will remain undeveloped open space. Annexation of this property with application of the R-1 zone district helps build upon the character of the existing development while transitioning to open space as anticipated by the TMAP.

2. *Unanticipated Use.* The rezoning is necessary to allow a land use not anticipated by either this UDC or the Comprehensive Plan;

This proposed single-family residential land use is anticipated in the UDC, TMAP and Comprehensive Plan. The zoning is required since the property is being annexed into the Town.

3. *Town Code, Plans, and Policies.* The rezoning conforms with the policies, intents, and requirements of the Town's Code of Ordinances and other adopted plans and policies;

The proposed R-1 zone district conforms with Town Code, Plans and Policies. The accompanying minor plat for this parcel conforms to the R-1 zone district development standards. Although the TMAP anticipates this area as mostly open space the R-1 zoning and large lot, three-lot single-family minor plat application that accompany the annexation and zoning request allow a transition between the smaller residential area and the existing forest lands and open space.

4. *Errors.* The rezoning corrects an error in the existing zone at the time of the adoption;

The initial zoning is not a correction of an error. It is a requirement of the annexation process.

5. *Community Benefits.* There will be benefits derived by the community and in the area where the rezoning is proposed;

As noted earlier; by applying a lower density residential zone district, the community will benefit from a transition from R-2 to R-1.

6. *Compatibility with Area.* The rezoning, if approved, would be compatible with the surrounding area and would not constitute "spot zoning"; and

The property is proposed as a three-lot, low density residential development which is compatible with the surrounding area. Although there isn't any R-1 zoning adjacent to this property, the transition from higher density to lower density in this area is compatible with the Town's vision, including the TMAP.

7. *Adequate Facilities.* There are adequate facilities available to serve development for the type and scope suggested by the proposed rezoning.

Adequate facilities are available to serve the development. The property will need to be included in the Grand County Water and Sanitation District.

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

- **CDOT**
On September 12, 2024, Brian Killian, Region 3 Access Program Manager, stated CDOT had no comments regarding the Annexation and (w/ initial zoning) at this time.

- **East Grand Fire Protection District No. 4**
On October 3, 2024, Ryan Mowrey, Assistant Fire Marshal, stated EGFPD had no comments regarding the Annexation (w/ initial zoning) at this time.

- **Grand County Water and Sanitation District #1**
On October 8, 2024, Cooper Karsh, Senior Engineer at JVA representing the District indicated a need to further annex the property within the District's boundaries. No additional concerns were stated relating to the annexation (w/initial zoning) at this time.
 - Applicant shall annex into the GCWS District boundary.

- **JVA**
On October 8, 2024, Cooper Karsh, Senior Engineer had no comments regarding the Annexation (w/ initial zoning) at this time.

- **Mountain Parks Electric, Inc.**
On October 1, 2024, Jessica Tain, Right of Way Specialist, had no comments regarding the Annexation (w/ initial zoning) at this time.

- **Winter Park Public Works**
On September 26, 2024, Jamie Wolter, Public Works Director, stated he had no comments regarding the Annexation (w/ initial zoning) and Minor Plat at this time.

- **Xcel Energy**
On September 20, 2024, Julie Gittins, Design Planner, had no comments regarding the Annexation (w/ initial zoning) at this time.

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

- Colorado Geological Survey
- Comcast
- Denver Water
- Grand County
- Headwaters Trails Alliance
- Lumen
- US Corp of Engineers
- US Forest Service

Staff Recommendation:

Staff recommends the Town Council approve the annexation of Connor-Bertron Addition, second reading of Ordinance 625, Series 2024 and first reading of Ordinance 626, Series 2024 applying an initial zoning of Single-Family Residential (R-1) district.

Sample Motion for Approval:

I move to approve Ordinance 625, Series 2024, on second reading, an Ordinance Approving and Accomplishing the Annexation of the Connor-Bertron Addition, a 3.79 Acre Parcel of Land Located in Unincorporated Grand County into the Town of Winter Park.

I move to approve Ordinance 626, Series 2024, on first reading, an Ordinance Zoning a 3.79 Acre Parcel of Land Being Annexed into the Town of Winter Park as Single-Family Residential (R-1) Zone District.

Sample Motion for Denial:

I move to deny Ordinance 625, Series 2024, an ordinance annexing the Connor-Bertron Addition, a 3.79-acre parcel of land located in unincorporated Grand County into the Town of Winter Park ***[insert explanation supported by the evidence here].***

I move to deny Ordinance 626, Series 2024, on first reading, an Ordinance Zoning a 3.79 Acre Parcel of Land Being Annexed into the Town of Winter Park as Single-Family Residential (R-1) Zone District ***[insert explanation supported by the evidence here].***



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

Land Use Review Application Form

Contact Information

Property Owner

Connor-Bertron Holdings, LLC

Company	Phone #	Email Address	
1145 Gaylord Street	720-201-7248	cameron@efgdenver.com	
Mailing Address	City	State	Zip
	Denver	CO	80206

Billing Contact (where invoices should be directed)

Same as above

Company	Phone #	Email Address	
Mailing Address	City	State	Zip

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

Cameron Bertron, Manager, Connor-Bertron Holdings, LLC

Company	Phone #	Email Address	
	720-201-7248	cameron@efgdenver.com	
Mailing Address	City	State	Zip
Same as above			

Site Description

Site Address

1010 to 1030 Vasquez Rd (approx)

Parcel Identification Number(s) (PIN)

158732400016

Existing Zone Classification

Forestry / Open (Grand County)

Site Area (acres and sq. ft.)

7.71-acres (118,048 SF)

Project Description

Project Name

Connor Bertron Addition

Brief description of the proposed project

Applicant is submitting for annexation and minor plat subdivision of the property into three single-family lots (zone R-1).

Required Documents

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

Certifications

REPRESENTATIVE CERTIFICATION

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

Representative

C - RBT

Date

August 5, 2024

OWNER CERTIFICATION

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

Owner

C - RBT

Date

August 5, 2024

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

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

EXHIBIT A ANNEXATION PETITION

PETITION FOR ANNEXATION **CONNOR BERTRON ADDITION**

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

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

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

Petitioner further states as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By: 

Cameron R. Bertron, Manager

Date: July 12, 2024

EXHIBIT A

LEGAL DESCRIPTION OF CONNOR BERTRON ADDITION

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

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

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

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

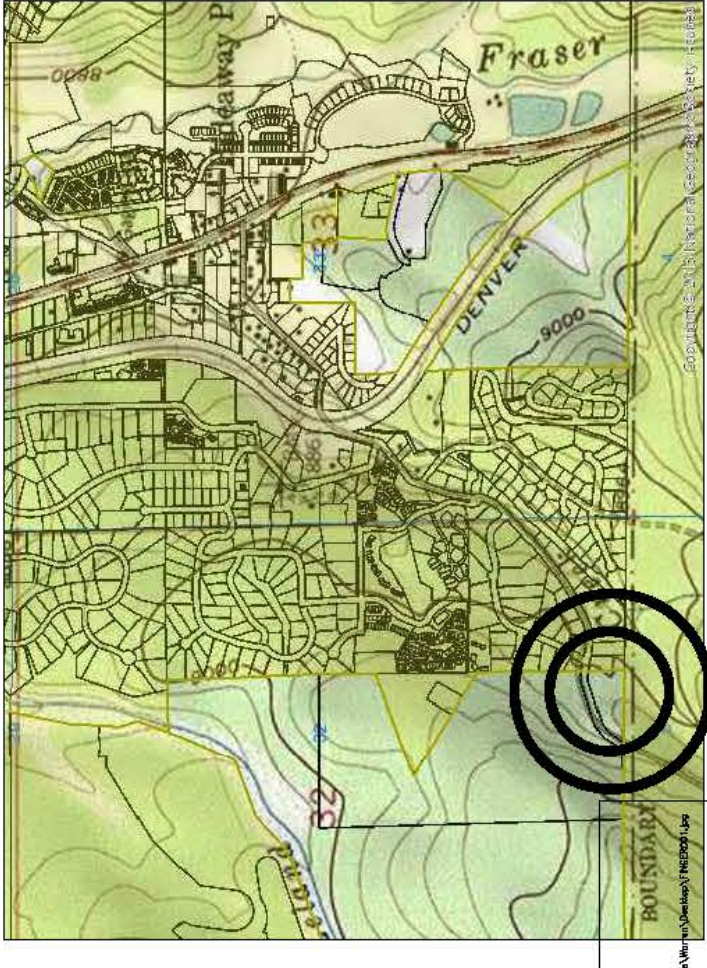
and that adjacent right of way described in Book 135 Page 110 described as follows:

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

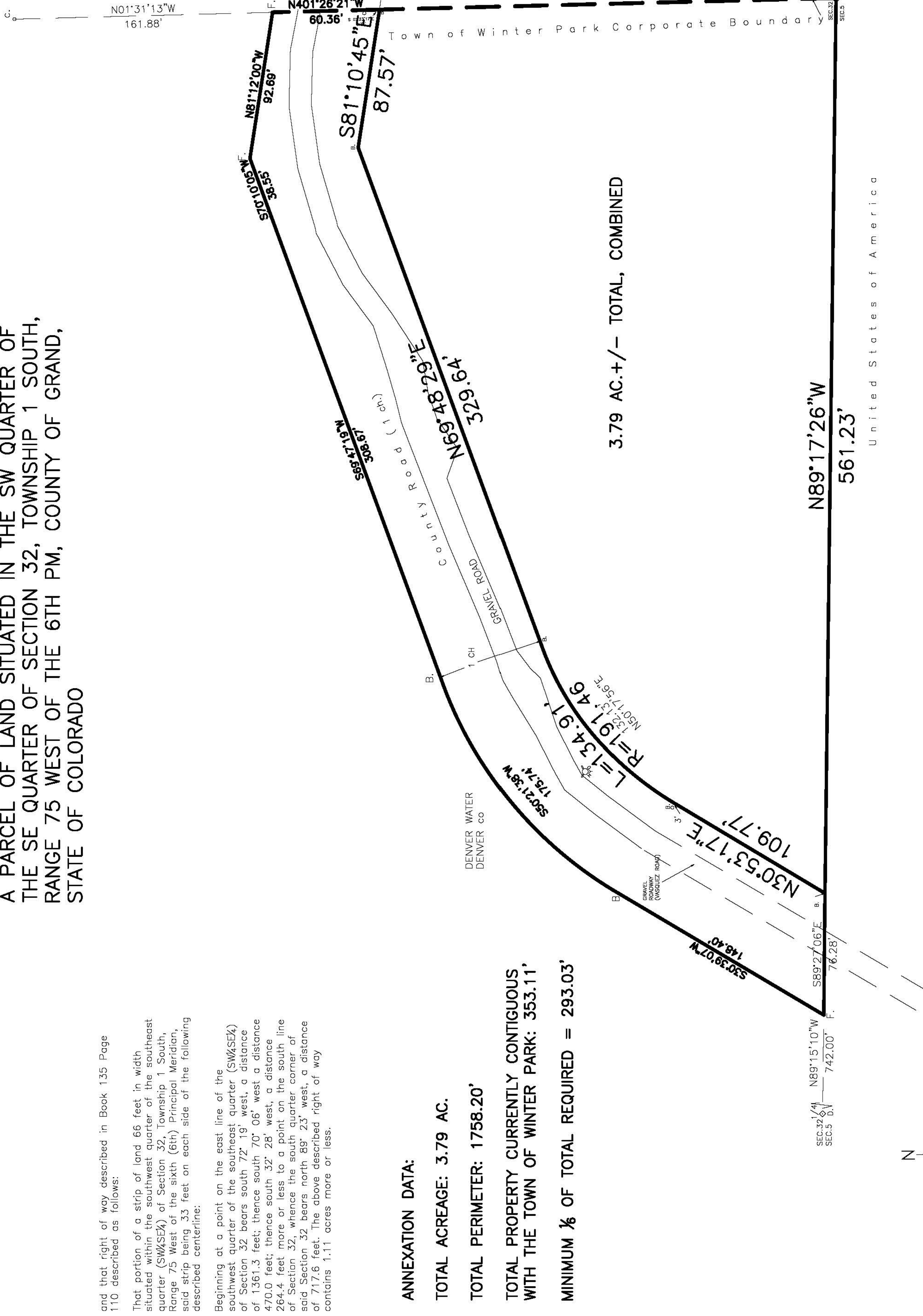
Beginning at a point on the east line of the southwest quarter of the southeast quarter (SW¼SE¾) of Section 32 bears south 72° 19' west, a distance of 1361.3 feet; thence south 70' 06' west a distance 470.0 feet; thence south 32" 28' west, a distance 264.4 feet more or less to a point on the south line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

Connor-Bertron Addition ANNEXATION MAP

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



VICINITY MAP - SCALE: 1" = 2000.00'



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

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

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

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4SE1/4) OF SAID SECTION 32; THENCE NORTH 89°17'58" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 32 A DISTANCE OF 561.64 FEET, TO A POINT ON THE EASTERLY BOUNDARY OF COUNTY ROAD NO. 107; THENCE ALONG THE EASTERLY AND SOUTHERLY BOUNDARY OF COUNTY ROAD NO. 107, THE FOLLOWING FOUR (4) COURSES:
 1. NORTH 30°53'17" EAST A DISTANCE OF 109.71 FEET TO A POINT;
 2. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 198.72 FEET, A DISTANCE OF 134.81 FEET, (THE CHORD OF WHICH BEARS NORTH 50°19'20" EAST, A DISTANCE OF 1.32(24 FEET) TO A POINT;
 3. THENCE NORTH 69°45'23" EAST A DISTANCE OF 329.52 FEET TO A POINT;
 4. THENCE SOUTH 81°05'13" EAST A DISTANCE OF 87.77 FEET TO A POINT, ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4SE1/4), OF SAID SECTION 32;
 THENCE SOUTH 01°31'43" EAST, ALONG SAID EAST LINE, A DISTANCE OF 285.87 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, COUNTY OF GRAND, STATE OF COLORADO

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

My Commission Expires: _____
 Notary Public _____

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

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

Mayor _____
 ATTEST: _____
 Town Clerk _____

and that right of way described in Book 135 Page 110 described as follows:
 That portion of a strip of land 66 feet in width situated within the southwest quarter of the southeast quarter (SW1/4SE1/4) of Section 32, Township 1 South, Range 75 West of the sixth (6th) Principal Meridian, said strip being 33 feet on each side of the following described centerline:
 Beginning at a point on the east line of the southwest quarter of the southeast quarter (SW1/4SE1/4) of Section 32 bears south 72° 19' west, a distance of 1361.3 feet; thence south 70° 06' west, a distance of 470.0 feet; thence south 32° 28' west, a distance of 264.4 feet more or less to a point on the south line of Section 32, whence the south quarter corner of said Section 32 bears north 89° 23' west, a distance of 717.6 feet. The above described right of way contains 1.11 acres more or less.

NOTES:

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

UNIT OF MEASUREMENT: INTERNATIONAL SURVEY FOOT. 1 CHAIN = 66'

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

Warren Dale Ward
 Colorado PLS 25971
 Granada PLS 1941

State of Colorado)
 County of Grand) ss

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

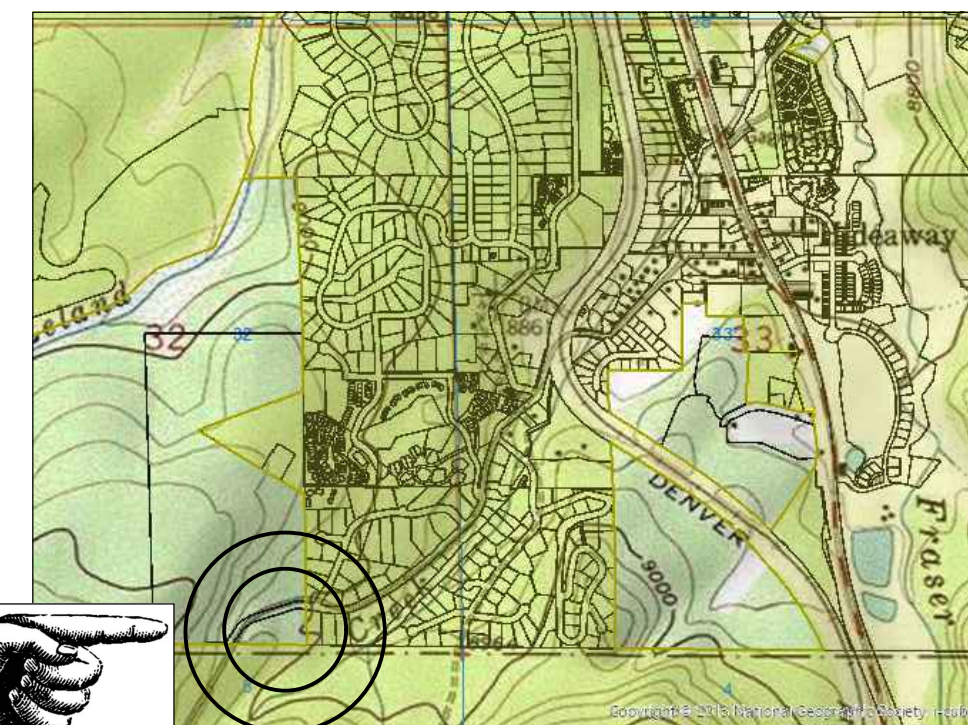
My Commission Expires: _____

Notary Public _____

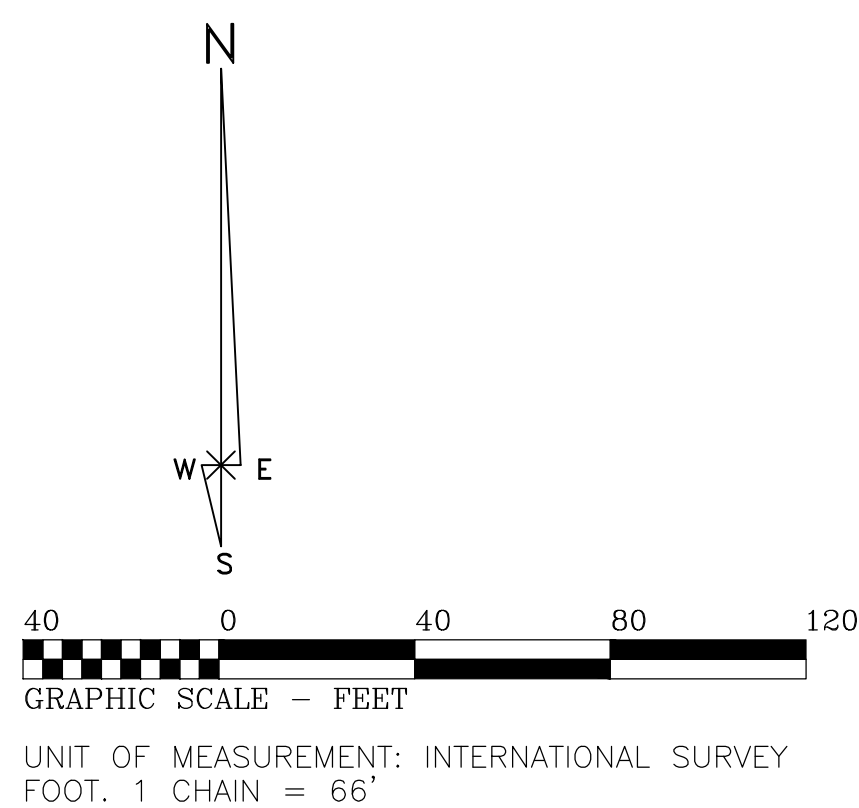
United States of America

Connor–Bertron Addition ZONING EXHIBIT

Part of the SW1/4SE1/4
Sec. 32, Township 1 South
Range 75 West of the 6th PM
Grand County Colorado



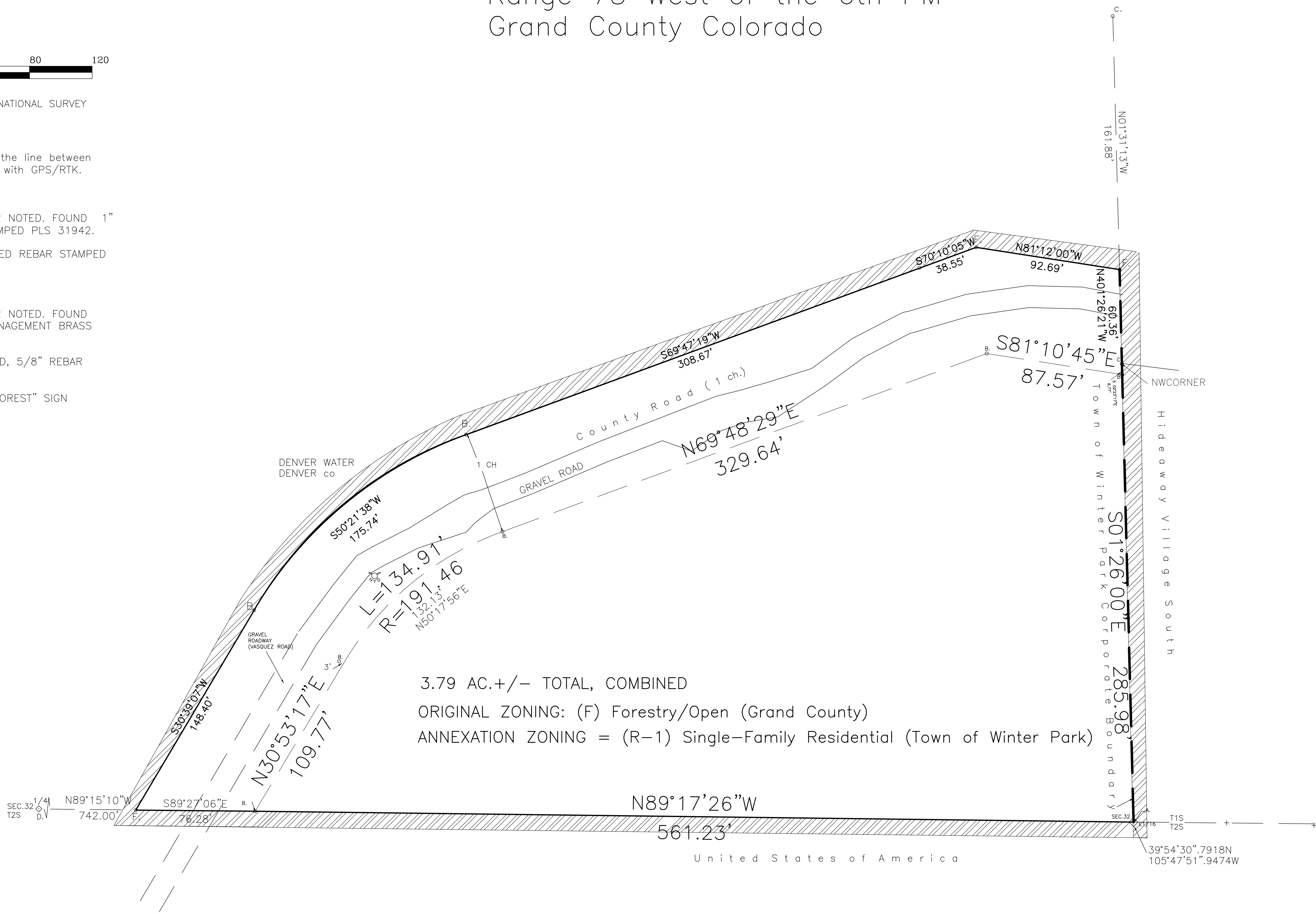
VICINITY MAP - SCALE: 1" = 2000.00'



BASIS OF BEARINGS: along the line between monuments shown, derived with GPS/RTK.

KEY:

- A. - EXTANT PLSS CORNER NOTED. FOUND 1" IRON PIPE, & WASHER STAMPED PLS 31942.
- B. - FOUND PLASTIC CAPPED REBAR STAMPED PLS 12428.
- C. - FOUND 1/2" REBAR
- D. - EXTANT PLSS CORNER NOTED. FOUND 1933 BUREAU OF LAND MANAGEMENT BRASS CAP
- F. - SET ALUMINUM CAPPED, 5/8" REBAR SCRIBED Is 25971.
- + - DENOTES "NATIONAL FOREST" SIGN



3.79 AC. +/- TOTAL, COMBINED
ORIGINAL ZONING: (F) Forestry/Open (Grand County)
ANNEXATION ZONING = (R-1) Single-Family Residential (Town of Winter Park)

ANNEXATION DESCRIPTION
BOOK 353 PAGE 834 & R.O.W. BOOK 135 PAGE 110

That part of the SW1/4SE1/4 Sec. 32, Township 1 South, Range 75 West of the 6th PM, Grand County, Colorado, described as follows:

Beginning at the E1/16 Corner of Sec. 32 and Township 2 South, being a 1" iron pipe with washer stamped PLS 31942;

THENCE North 89 degrees 17 minutes 26 seconds West for a distance of 561.23 feet along the line between Sec. 32 and T2S, to a plastic capped, 5/8" rebar stamped PLS 12428;

THENCE North 89 degrees 27 minutes 06 seconds West for a distance of 76.28 feet along the line between Sec. 32 and T2S, to an aluminum capped, 5/8" rebar scribed Is 25971;

THENCE North 30 degrees 49 minutes 30 seconds East for a distance of 147.86 feet;

THENCE along a curve to the right having a radius of 257.46 feet and an arc length of 180.52 feet, being subtended by a chord of North 50 degrees 17 minutes 54 seconds East for a distance of 176.84 feet;

THENCE North 69 degrees 48 minutes 29 seconds East for a distance of 346.38 feet;

THENCE South 81 degrees 12 minutes 00 seconds East for a distance of 92.69 feet to a point on the north and south centerline of the SE1/4 Sec. 32, being an aluminum capped, 5/8" rebar scribed Is 25971;

THENCE South 01 degrees 26 minutes 21 seconds East for a distance of 60.36 feet along the north and south centerline of the SE1/4 Sec. 32, being a 1/2" rebar;

THENCE South 02 degrees 23 minutes 17 seconds East for a distance of 6.77 feet along the north and south centerline, to a plastic capped, 5/8" rebar stamped PLS 12428;

THENCE South 01 degrees 26 minutes 00 seconds East for a distance of 285.98 feet to the point of beginning.

Together with and subject to covenants, easements, and restrictions of record. Subject to proper conveyance and recording of property.

Said property contains 3.79 acres more or less.

**TOWN OF WINTER PARK
ORDINANCE NO. 625
SERIES 2024**

**AN ORDINANCE OF THE TOWN OF WINTER PARK, COLORADO,
APPROVING AND ACCOMPLISHING THE ANNEXATION OF THE
CONNOR-BERTRON ADDITION, A 3.79 ACRE PARCEL OF LAND
LOCATED IN UNINCORPORATED GRAND COUNTY INTO THE TOWN
OF WINTER PARK, COLORADO**

WHEREAS, a petition for annexation was filed by Connor-Bertron Holdings, LLC; (the "Applicant"), with the Town of Winter Park (the "Town") requesting annexation of the real property more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.* (the "Act"), permits the Town to annex unincorporated territory that meets certain eligibility requirements set forth in the Act following certain publications and a public hearing;

WHEREAS, by Resolution No. 2184, Series of 2024, adopted on October 1, 2024, the Town Council found the petition to be in substantial compliance with the Act;

WHEREAS, at a properly noticed public hearing on November 19, 2024, the Town Council considered the Petition and determined the Property eligible for annexation into the Town, as set forth in Resolution No. ____, Series 2024; and

WHEREAS, by Resolution No. ____, Series 2024, the Town determined the applicable parts of C.R.S. §§ 31-12-104 and 31-12-105 have been met, that an election is not required under C.R.S. § 31-12-107(2), and that no additional terms and conditions are to be imposed;

WHEREAS, the Town Council has satisfied itself concerning the eligibility for annexation of the Property and concerning the conformance of the proposed annexation to the applicable law and the applicable policies of the Town;

WHEREAS, it is the opinion of the Town Council that it is desirable and necessary that the Property be annexed to the Town; and

WHEREAS, it is in the best interest of the Town and its citizens to annex the Property.

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

Section 1. The Property is hereby annexed to the Town. Upon the effective date of this Ordinance, the Property shall become subject to the jurisdiction of the Town.

Section 2. Effective Date of Annexation.

a. The Town Clerk shall file for recording three certified copies of this Ordinance and three copies of the Annexation Map with the Grand County Clerk and Recorder and shall keep one (1) copy of the annexation map along with the original of this Ordinance in the Town Clerk's office.

b. The Town Clerk shall request that the Grand County Clerk and Recorder file one (1) certified copy of this Ordinance and one (1) copy of the Annexation Map with the Division of Local Governments of the Department of Local Affairs, and file one (1) certified copy of this Ordinance and one (1) copy of the Annexation Map with the Colorado Department of Revenue.

c. Pursuant to C.R.S. § 31-12-113(2)(b), the annexation of the Property shall be effective upon the completion of the filing and recording described herein. For the purpose of general taxation, this Ordinance shall become effective on January 1, 2025.

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

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

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk

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

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk

Exhibit A – Legal Description

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

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SIC) (SWL / 4SE 1 / 4) OF SAID SECTION 32; THENCE NORTH 89°17'56" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (SEL/4) OF SAID SECTION 32 A DISTANCE OF 561.64 FEET, TO A POINT ON THE EASTERLY BOUNDARY OF COUNTY ROAD NO. 7; THENCE ALONG THE EASTERLY AND SOUTHERLY BOUNDARY OF COUNTY ROAD NO 7, THE FOLLOWING FOUR (4) COURSES:

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

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

AND THAT ADJACENT RIGHT OF WAY DESCRIBED IN BOOK 135 PAGE 110 DESCRIBED AS FOLLOWS:

THAT PORTION OF A STRIP OF LAND 66 FEET IN WIDTH SITUATED WITHIN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW $\frac{1}{4}$ SE $\frac{1}{4}$) OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH (6TH) PRINCIPAL MERIDIAN, SAID STRIP BEING 33 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW $\frac{1}{4}$ SE $\frac{3}{4}$.) OF SECTION 32 BEARS SOUTH 72° 19' WEST, A DISTANCE OF 1361.3 FEET; THENCE SOUTH 70' 06' WEST A DISTANCE 470.0 FEET; THENCE SOUTH 32" 28' WEST, A DISTANCE 264.4 FEET MORE OR LESS TO A POINT ON THE SOUTH LINE OF SECTION 32, WHENCE THE SOUTH QUARTER CORNER OF SAID SECTION 32 BEARS NORTH 89" 23' WEST, A DISTANCE OF 717.6 FEET. THE ABOVE DESCRIBED RIGHT OF WAY CONTAINS 1.11 ACRES, MORE OR LESS.

**TOWN OF WINTER PARK
ORDINANCE NO. 626
SERIES 2024**

**AN ORDINANCE ZONING A 3.79 ACRE PARCEL OF LAND ANNEXED
INTO THE TOWN OF WINTER PARK (THE CONNOR-BERTRON
ADDITION) AS SINGLE-FAMILY RESIDENTIAL (R-1) ZONE
DISTRICT**

WHEREAS, a petition for annexation was filed by Connor-Bertron Holdings, LLC ("Applicant"), with the Town of Winter Park (the "Town") requesting annexation of the real property more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, at a properly-noticed public hearing on November 19, 2024, the Town Council considered the Petition and determined the Property eligible for annexation into the Town, as set forth in Resolution No. 2189, Series 2024;

WHEREAS, by adoption of Ordinance No. 625, Series of 2024, the Town Council annexed the Property into the Town;

WHEREAS, the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.* (the "Act"), requires zoning of the Property to be complete within 90 days of the effective date of the annexation;

WHEREAS, the Applicant seeks to zone the Property Single-Family Residential District ("R-1");

WHEREAS, according to Section 5-C-2 of the Town's Unified Development Code (the "UDC"), amendment to the Town's zoning map requires review by the Planning Commission and Town Council action following a public hearing;

WHEREAS, at a properly noticed public hearing on November 12, 2024, the Planning Commission considered the request for zoning and recommended approval by the Town Council; and

WHEREAS, on December 3, 2024, a duly noticed public hearing was conducted before the Town Council, during which the Town Council heard testimony and received evidence, including without limitation, testimony from the Applicant and reports from the Planning Commission and Town staff.

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

Section 1. Town Council hereby finds the R-1 zoning designation for the Property is appropriate because the criteria in Section 5-C-2(F) of the UDC are met, specifically the zoning:

- a. Is due to new growth trends;
- b. Serves an area and community need;

- c. Is compatible with and provides benefits to the surrounding area;
- d. Is in conformance with the policies, intents, and requirements of the UDC and Town's Comprehensive Plan; and
- e. Provides adequate facilities to serve the type and scope of the proposed development.

Section 2. The Property is hereby zoned R-1. As a part of such approval, Town Council hereby amends the Town's Zoning Map to show R-1 zoning for the Property.

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

INTRODUCED, APPROVED ON FIRST READING, AND ORDERED PUBLISHED IN FULL this 19th day of November, 2024. A public hearing shall be held at the regular meeting of the Town Council of the Town of Winter Park, Colorado, on the 3rd day of December, 2024 at 5:30 p.m., or as soon thereafter as possible, at the Winter Park Town Hall.

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk

READ, ADOPTED AND ORDERED PUBLISHED on second and final reading by a vote of ___ to ___ on the 3rd day of December, 2021.

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk

EXHIBIT A

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

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SIC) (SWL / 4SE 1 / 4) OF SAID SECTION 32; THENCE NORTH 89°17'56" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (SEL/4) OF SAID SECTION 32 A DISTANCE OF 561.64 FEET, TO A POINT ON THE EASTERLY BOUNDARY OF COUNTY ROAD NO. 7; THENCE ALONG THE EASTERLY AND SOUTHERLY BOUNDARY OF COUNTY ROAD NO 7, THE FOLLOWING FOUR (4) COURSES:

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3. THENCE NORTH 69°45'23" EAST A DISTANCE OF 329.52 FEET TO A POINT;
4. THENCE SOUTH 81°05'13" EAST A DISTANCE OF 87.77 FEET TO A POINT, ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4SE1/4), OF SAID SECTION 32;

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AND THAT ADJACENT RIGHT OF WAY DESCRIBED IN BOOK 135 PAGE 110 DESCRIBED AS FOLLOWS:

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BEGINNING AT A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW¼SE¾) OF SECTION 32 BEARS SOUTH 72° 19' WEST, A DISTANCE OF 1361.3 FEET; THENCE SOUTH 70' 06' WEST A DISTANCE 470.0 FEET; THENCE SOUTH 32" 28' WEST, A DISTANCE 264.4 FEET MORE OR LESS TO A POINT ON THE SOUTH LINE OF SECTION 32, WHENCE THE SOUTH QUARTER CORNER OF SAID SECTION 32 BEARS NORTH 89" 23' WEST, A DISTANCE OF 717.6 FEET. THE ABOVE DESCRIBED RIGHT OF WAY CONTAINS 1.11 ACRES, MORE OR LESS.



MEMO

TO Mayor and City Council
FROM Keith Riesberg, Town Manager
CC Craig Rutherford, Finance Director
DATE November 19, 2024
RE Ordinance amending the FY 24 budget

Background

Each year Town staff prepares an Ordinance to address changes in the Town's budget and/or financial statements that may have a substantive impact on the Town's Adopted Budget. The FY 24 budget, as adopted, included a technical error that resulted in the under-budgeting of sales tax revenue in the Town's General Fund in the amount of \$1.3 million.

Analysis

Ordinance 627 amends the FY 24 Adopted Budget to increase the budgeted amount of sales tax revenue for the General Fund. This ordinance will amend the budget to increase this sales tax revenue line item from \$8,300,000 to \$9,600,000. The increase in this revenue line item is to acknowledge a technical error in the preparation of the FY 24 budget.

Recommendation

Staff recommends the adoption of Ordinance 627 amending the General Fund budget as presented.

Should the Town Council wish to approve Ordinance 627 amending, the amounts budgeted and appropriated for FY 2024, the following motion should be made:

I move to approve Ordinance 627 amending the amounts budgeted and appropriated for FY 2024 as presented.

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

I move to deny Ordinance 627 amending the amounts budgeted and appropriated for FY 2024 as presented.



If the Ordinance is not adopted, the FY 2024 budget would remain as adopted. Because the amount that will be reported as revenue in the Town's 2024 ACFR, for the General Fund, will be substantially greater than the amount shown in the Town's 2024 Adopted Budget, it would be noted as significant budget variance in the ACFR. This variance would be explained by stating that a technical error occurred in the preparation of the 2024 budget that resulted in the under-budgeting of sales tax revenue in the Town's General Fund.

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

**TOWN OF WINTER PARK
ORDINANCE NO. 627
SERIES OF 2024**

**AN ORDINANCE REVISING AMOUNTS BUDGETED AND APPROPRIATED FOR
FISCAL YEAR 2024 AND AMENDING THE 2024 ADOPTED BUDGET FOR THE
TOWN OF WINTER PARK, COLORADO**

WHEREAS, Section 9.12 of the Town of Winter Park Home Rule Charter provides that the Town Council by ordinance, may make supplemental appropriations; and

WHEREAS, Keith Riesberg, Town Manager, has certified funds available in excess of the appropriated expenditures as presented in the 2024 Adopted Budget.

WHEREAS, upon due and proper notice, published or posted in accordance with state law, a public hearing was held on November 21st, 2023, and interested taxpayers were given the opportunity to file or register any objections to said supplemental appropriations, and;

NOW THEREFORE, BE IT ORDAINED by the Town Council of the Town of Winter Park, Colorado:

Section 1. The 2024 Adopted Budget shall be amended, such that the following fund and specified fund budget line item shall be replaced, as follows:

General Fund

Taxes

Sales Tax
Total

Revenues

\$9,600,000
\$9,600,000

Section 2. That the fund and fund budget line item, as submitted and herein above summarized, is approved and adopted. No other revenue and expenditure amounts included in the 2024 Adopted Budget are impacted and remain, as previously submitted, amended, approved and adopted.

INTRODUCED, APPROVED ON FIRST READING, AND ORDERED PUBLISHED IN FULL this ___ day of _____, 2024. A public hearing shall be held at the regular meeting of the Winter Park Town Council on the ___ day of _____, 2024 at ___p.m., or as soon thereafter as possible, at the Winter Park Town Hall.

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk

READ, ADOPTED AND ORDERED PUBLISHED on second and final reading by a vote
of _____ to _____ on the ___ day of _____, 2022.

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk

MEMO

TO Town Council

FROM Mia Dorris, Sustainable Community Coordinator

THROUGH Alisha Janes, Assistant Town Manager

DATE November 19th, 2024

RE A Resolution Accepting the Proposal from The GreyEdge Group Feasibility Study for the Town of Winter Park Geothermal Heating District and Awarding a Contract Therefore

Background:

Geothermal energy is an opportunity to reduce greenhouse gas emissions and move towards a more sustainable and resilient future in Winter Park. The downtown corridor contains most of the Town of Winter Park’s commercial buildings. The Town of Winter Park in the initial phase assessment will guide if there is promising geology and feasibility to move forward towards project design. The feasibility study will evaluate heating and cooling capacity, hydrogeological resources and asset identification of heat source or storage.

Analysis:

The Town of Winter Park received six proposals in response to the request for proposals published on October 4th, 2024. The proposal options were weighed against the technical evaluation criteria which included: overall proposal quality, qualifications & expertise of project team, past performance of similar work, project timeline and approach.

Firms	Proposed Cost
The GreyEdge Group	\$35,995
Miling	\$36,000
Buro Happold	\$36,000
FVB	\$36,000
DMA	\$32,800
Tuya Terra Geo Corp.	\$36,000

Three proposals were chosen based on the technical evaluation criteria and discussed amongst the internal review committee. The interviewed firms were questioned on previous experience in mountain communities, project management and methodology. The internal review committee unanimously selected to recommend the proposal submitted by The

GreyEdge Group, which is included in the packet for Council’s review. The GreyEdge Group has unmatched experience in mountain town geothermal heating and working with Alterra as well as an innovative approach to geothermal which yields high energy efficiency results. The GreyEdge Group feasibility study will be the first step to Winter Park pursuing geothermal energy in the downtown corridor. The total estimated cost of \$35,995 will cover the pre-feasibility initial site evaluation and allow the Town of Winter Park to pursue grant funding at the Colorado Energy Office for the next project phase.

Next steps:

Staff is requesting approval of a contract with The GreyEdge Group for the Geothermal Heating District Feasibility Study. If the contract is approved, we expect to move forward working with The GreyEdge Group immediately. The feasibility study is expected to be complete by January 1st, 2025 and will be used to pursue Colorado Energy Office grant funding.

Recommendation:

Staff recommends approval of Resolution 2191 accepting the proposal from The GreyEdge Group for the Geothermal Heating District Feasibility Study.

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

I move to approve Resolution 2191 accepting the proposal from The GreyEdge Group for the Geothermal Heating District Feasibility Study.

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

I move to deny Resolution 2191 accepting the proposal from The GreyEdge Group for the Geothermal Heating District Feasibility Study.

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

TOWN OF WINTER PARK

RESOLUTION NO. 2191
SERIES OF 2024

A RESOLUTION ACCEPTING THE PROPOSAL FROM THE GREYEDGE GROUP, LLC, FEASIBILITY STUDY FOR THE TOWN OF WINTER PARK GEOTHERMAL HEATING DISTRICT AND AWARDING A CONTRACT THEREFOR

WHEREAS, the Town published a request for proposals for a Geothermal District Heating Feasibility Study on October 4th, 2024;

WHEREAS, the Town received six proposals, which were reviewed by an internal review committee following the selection criteria outlined in the request for proposals;

WHEREAS, the Town's review committee conducted three follow-up interviews where firms were asked questions regarding previous experience in mountain communities, methods and project management;

WHEREAS, the Town's review committee unanimously recommended moving forward with the proposal submitted by The GreyEdge Group, LLC; and

WHEREAS, The GreyEdge Group, LLC, proposal for a Geothermal District Heating Feasibility Study is attached for reference.

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

Section 1. The Town Council hereby accepts the proposal submitted The GreyEdge Group, LLC, and authorizes the Town Manager to execute a contract for their services, when approved as to form by the Town Attorney, in an amount not to exceed \$35,995.

PASSED, ADOPTED AND APPROVED this 19th day of November, 2024.

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk

Proposal

Feasibility Study

for

**Town of Winter Park Geothermal
Heating District**

10/21/24



Prepared for:

The Town of Winter Park, Colorado

Prepared by:

Matt Garlick
Managing Member
The GreyEdge Group LLC
West Haven, Utah
E-mail: mgarlick@greyedgegroup.com
Mobile: 801-907-5654

1. Introduction

Thank you for considering The Grey Edge Group's services. We appreciate the opportunity to provide Geothermal Advisory Services for your project. The GreyEdge Group LLC (TGEG) is a collection of exceptional team members that are leading the charge in building decarbonization across the US, Canada and abroad. We have members in Colorado, Utah, California, Oklahoma, Michigan and Arkansas. Examples of our previous work are included as an attachment to this proposal.

We are actively involved in the International Ground Source Heat Pump Association (IGSHPA), IAPMO and ASHRAE Standards committees, and the Great Plains Center of Excellence. Our members teach both the Certified Geo Inspector and Certified Geo Designer courses for IGSHPA. We have strong industry relationships with all major heat pump manufacturers including Waterfurnace, SHARC, Trane and ClimateMaster and have decades of combined experience in drilling. As you'll see in our resume and similar projects list, we have worked on hundreds of geothermal projects including 12 Ambient Temperature Loop (ATL) projects going back as far as 2002. We regularly work collaboratively with advocacy groups like HEET, CLEER, NY-GEO, WGA's Heat Beneath our Feet and Geothermal Rising as well as national research labs such as NREL.

In short, TGEG brings together unmatched expertise in networked geothermal, a peerless resume and every industry connection needed to make this project a success. We believe a networked geothermal system is exactly the kind of disruptive yet proven strategy that will achieve your goals. We hope you'll give us an opportunity to show you what we can do! Our promise is that we will be responsive, open to discussion and enthusiastic about the work.

2. Firm History

Founded in 2016, the GreyEdge Group specializes in architecture, engineering, and design of complex thermal energy systems using an Ambient Temperature Loop (ATL). Our systems are operating successfully around the world delivering clean and comfortable heating and cooling on projects ranging from single-family homes to large district geothermal systems including a 123-story skyscraper.

The Grey Edge Group has evolved the breadth and scale of its water and geothermal energy services in innovative ways that deliver even more value to our customers. Using a unique Ambient Temperature Loop concept, we offer customized designs using all available thermal management devices including solar thermal heat, wastewater heat, industrial waste heat, thermal heat storage, and large-scale recycling of thermal energy. Our solutions scale up to large geographic areas by connecting integrated multi-source thermal districts. This powerful combination delivers system performance at much higher efficiency, with lower project cost, and lower operating cost than traditional unintegrated geothermal systems.

The GreyEdge Group, with eleven specialty members, bring together unparalleled expertise with over 250 years of experience in all facets of the energy industry. Members have numerous patents and patents pending and are continually exploring new innovative concepts. Our multi-disciplinary team is adept at applying the best systems engineering and thermal energy engineering practices with an over-arching focus on emissions reduction. Our team uses a disciplined approach to services which include:

Geothermal Feasibility Study
Winter Park, Colorado

- Ambient Temperature Loop System Evaluation and Design
- Overall Program Planning
- HVAC System Design
- Consulting Focused on:
 - System Performance Optimization
 - System Control Optimization
 - Best Value Design Trade-Offs
 - System Emissions Reduction
 - Identifying and Optimizing sink/source/storage opportunities
 - Best Technology Assessment
- Technology upgrade planning
- Risk reduction management
- System technical training
- Energy Modeling
- System Commissioning
- Hydrogeologic Assessments

3. Project Team

Matt Garlick CEM, CCP, BEMP

Project Manager

Managing Member, The GreyEdge Group
Ogden, Utah



Background

Matt Garlick is a man who loves what he does! Although he took a non-traditional route to get where he is, he has found a place to put his talents to good use and improve the world through efficient design. Matt holds a Master of Architecture degree from the University of Utah and is a Building Energy Modeling Professional, a Certified Energy Manager and a Certified Commissioning Professional.

Matt is a leading advocate for Thermal Energy Networks and regularly speaks to professional organizations such as AEE, RMUE and MT2030. In an industry filled with engineers, Matt's combination of a broad understanding and technical expertise allows him to reduce complicated ideas into simpler forms. This helps bridge the worlds of owners, architects, engineers and contractors and encourages efficient systems that deliver in the real world. Matt is a dedicated energy efficiency professional with a proven skill for technical leadership. His optimism and knowledge have made him an effective consultant on design teams over the last 13+ years.

Areas of Expertise

Matt's career has led to working on building typologies that have the most to gain from energy efficiency. He has developed energy models and provided design teams with actionable recommendations on over 12,000,000sf of projects from China to Canada and California to New York. Working as the lead commissioning agent, he has also led teams on over 1,000,000sf of projects and an additional 400,000sf of existing building retro-commissioning. In addition to acting as Project Manager, Matt works with the GreyEdge Group to develop ATL energy models. By optimizing component configurations and sizing, he believes district systems can be cost effective paths to a reduced carbon future.

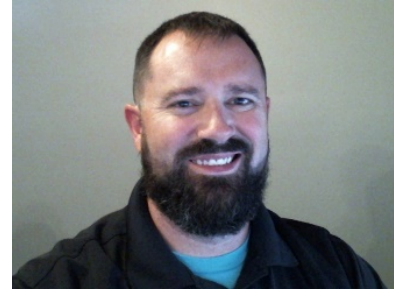
Notable Projects

- ATL Evaluation Study- Fraser, Colorado
- 32ZED- Carbondale, CO, DOE funded ATL Evaluation Study and Design in partnership with NREL
- Snowmelt ATL Heat Pump Study and Retrocommissioning- Vail, CO
- ATL Evaluation Study- Lexington MA, HEET funded study
- ATL Evaluation Study, Al Ula, Saudi Arabia
- Campus Heat Pump Evaluation Study- University of Miami, Ohio
- Chromalox Heat Pump Study, LEED Modeling and Commissioning- Ogden, Utah
- Lakeview Landing Modeling- Brewery, Restaurant, Residence District Heat Pump modeling

Mark Smith CGD, CGI, AI

Technical Lead

Managing Member GreyEdge Group, VP at Sound Geothermal
Salt Lake City, Utah



Background

Vice President of Sound Geothermal Corporation, Mark returned to Sound Geothermal after serving 4 years in the Navy as a Hospital Corpsman. Prior to entering the Navy, he spent two years with Sound Geothermal as a technician which during this time Mark developed his knowledge through hands-on ground loop installations. He has also worked as a driller's assistant. For the past 16 years he has been in charge of special projects for SGT. Mark has had extensive training in system loads, equipment for all product lines, solar specialties, hydraulics, heat pump operation, and system troubleshooting. Mark is a Certified Geo-Exchange Designer, Certified Geo-Exchange Inspector, an accredited IGSHPA Installer, and owns and operates a ground loop installation and geothermal services company. This combination of specialized training and extensive hands-on experience with both the ground loop and building mechanical systems has provided Mark with the skills to design and troubleshoot systems of all sizes. His primary duties currently include commercial design, field inspection/validation, troubleshooting, and AutoCAD drafting.

Notable Projects & Achievements

- UNG Nephi Readiness center, 2019-2023: Conventional ground loop heat exchanger to serve the new readiness building being constructed in Nephi, Utah.
- USU Moab Academic Building, 2019 – 2022: Conventional ground loop heat exchanger to serve the net zero academic building for Utah State university.
- Weber State University Dee Event Center: 2022 – current: Hybrid ground loop heat exchanger to serve the mechanical retrofit for the building.
- Weber State University Noorda Building, 2020 – 2020: Ground loop heat exchanger designed to serve the Noorda building and to supplement the campus conversion of their chilled water loop.
- Weber State University Social Sciences Building, 2016 – 2018: Ground loop heat exchanger designed to serve the Noorda building and to supplement the campus conversion of their chilled water loop.
- Colorado Mesa University Moss Performing Arts Center Renovation & Expansion, 2022: Connection of building to existing Wubben Central Loop (WCL) stub-outs, design for separate micro-district connecting MPAC, Lowell Heiny, future loopfield and potentially Houston Hall.
- Colorado Mesa University Kinesiology Renovation & Expansion, 2021 – 2022: Reconfiguration of existing North Central Loop (NCL) termination NE of Garfield Hall.
- CMU - Global Campus Control System RFP. This project developed the control software and necessary hardware to run the Central Heat Transfer Loop and connected campus sources and loads from a central computer dashboard.
- CMU - Extension of the Geo-Exchange System Central Heat Transfer Loop to the northwest of Monument Hall to connect the new and future student dormitories and other campus loads in the future.

Richard White PE, PLLC

Hydrogeologist

Member, GreyEdge Group
Draper, Utah



Background

With over 45 years of consulting engineering practice, Rich has substantial experience in the assessment, design, and management of civil and environmental engineering projects. Through this experience, he has gained an in-depth understanding of the critical role that surface and subsurface water, soil, and rock play on project success. He has provided consulting engineering services to small and large mining, oil and gas, chemical, and other industrial concerns as well as local, State, and Federal governments throughout the United States and internationally. His designs have been implemented to restore natural conditions, mitigate past environmental impacts, prevent future impacts, allow aquifer storage and recovery of groundwater, and permit ground-source heat exchange.

Core Competencies

- Performance of hydrogeologic assessments to evaluate potential groundwater supplies and drilling difficulties
- Assessment and mitigation of environmental impacts resulting from land development
- Design of disturbed-land reclamation plans
- Design of runoff- and sediment-control plans
- Design of stream channel stabilization plans
- Rapid engineering response to oil spills and other environmental emergencies
- Preparation of plans to remediate soil and groundwater contamination
- Interaction with regulatory agencies

Notable Projects & Achievements

- Conducted office and field evaluations of hydrogeologic conditions at multiple locations across the United States to aid in the design of open- and closed-loop ground-source heat exchange systems.
- Served as senior water resources engineer on a project to evaluate and implement Aquifer Storage and Recovery for the community of Provo, Utah.
- Prepared specifications and supervised the installation of multiple exploratory boreholes in Salt Lake County, Utah to develop a data-base for the design of large-quantity production wells.
- Supervised environmental characterization efforts at rocket-motor production facilities, petroleum refineries, petroleum pipelines, printed-circuit facilities, abandoned smelter complexes, and other industrial facilities in the western and midwestern United States to determine the extent and magnitude of soil and groundwater contamination.
- Conducted an investigation at the site of an active uranium mill in southeastern Utah to determine appropriate remedial actions to prevent future groundwater contamination after a plume had developed due to seepage from tailings ponds.

4. Relevant Work Experience

The GreyEdge Group has completed many projects similar in scope to those proposed by the Town of Winter Park. A short list including contact information is shown below:

Project: Fraser Geothermal Heating District Feasibility Study

Address: 239 Park Ave, Fraser, CO

Description: TGEG conducted Phase 1 and Phase 2 studies for a potential geothermal heating district for two new developments on town property, Victoria Village, located North of Park Ave, and Clayton Court. We found several very promising potential thermal assets unique to the site including the wastewater plant effluent stream, a shallow ground heat exchanger and the town's raw water lines. Though this project did not move forward due to design schedule conflicts, we are confident Fraser has the building blocks for a high performing geo heating district.

Client Reference: Sarah Catanzarite

Client Company: Town of Fraser

Client Phone Number: 970-531-9930

Client Email: scatanzarite@town.fraser.co.us

Project: 32ZED

Address: 520 S Third St, Carbondale, CO 81623, United States

Description: TGEG is the technical lead on a team including NREL and CLEER, a local advocacy group. We have received a \$700,000 Federal grant from the DOE to investigate and design an ATL to connect 43 existing buildings including 40 townhomes, an office, a school and a library. As part of the DOE process, a design for the ATL and building retrofits have been developed and submitted Fall of 2024. We expect to break ground spring 2025 if awarded phase 2 funding.

Client Reference: Jon Fox-Rubin, Innovation Manager

Client Company: Clean Energy Economy for the Region (CLEER)

Client Phone Number: 970-948-3595

Client Email: jon@cleanenergyeconomy.net

Project: Colorado Mesa University

Address: 1100 North Ave, Grand Junction, CO 81501

Description: TGEG and Sound Geothermal have worked with CMU to connect 16 buildings, over 1.2 Million square feet, on a common Ambient Temperature Loop over the last 15 years. We have provided feasibility studies, design services, commissioning and ongoing support to the nation leading campus. Student tuition at this school were dropped 2% because of utility cost savings resulting from the ATL. We are working with CMU on further expansions as their owners representative.

Client Reference: Kent Marsh, Director of Facilities Services

Client Company: Colorado Mesa University

Client Phone Number: 970-248-1303

Client Email: kmarsh@coloradomesa.edu

5. Project Approach

Phase 1- Initial Site Evaluation

The GreyEdge Group will review and evaluate the possibilities of using a geothermal ambient temperature loop system for the Town of Winter Park snowmelt system. The goal of the first round of study is to validate the opportunity for an ATL.

This study will include:

- An extended Hydrogeological Review of known water well and other drilling operations
- Review of available seismic data for subsurface geology
- Onsite review with the facilities group and other involved parties
- Facilitation of custom utility incentive discussion with local utility company
- Evaluate the vertical and horizontal drill-ability of each site through research
- Estimate the magnitude of the connected system load for a project baseline
- Evaluate potential diversity of connected buildings per location
- Evaluate potential connection corridors, also considering future expansion
- High level review of potential thermal management device opportunities including wastewater, ground water and solar thermal
- Review of potential geothermal installation sites
- Review of potential energy and GHG savings
- Estimated range of costs for the recommended system

A report will be developed that outlines the findings and will provide a detailed path for moving forward. The GreyEdge Group will present this report to the Town of Winter Park and other stakeholders to assist in clarifying questions about study findings.

Town of Winter Park Responsibilities-

As part of the Phase 1 study we will ask for participation from Winter Park staff. Assistance will include, but is not limited to:

- Gathering utility data
- Gathering pertinent building and civil drawings
- Providing contacts with utility and private building owner partners
- One person available to walk with us on Site Walk

Phase 1 Timeline-

- Signed Contract- Start
- Project and Hydrogeology Review- 3 Weeks
- Site Visit 2 Days
- Analysis and report development 3 Weeks

Should Phase 1 result in a favorable outcome and the Town decide to move forward, our process for continued study, retrocommissioning and design is included below to clarify path forward.

Phase 2 – Focused Site Evaluation- INCLUDED FOR REFERENCE ONLY

The goal of phase 2 is a more detailed investigation. This study will include:

- Drill one closed loop test borehole*
 - The GreyEdge Group will provide the drilling contractor and cuttings removal services
 - **We have budgeted \$40,000 as part of our phase 2 pricing and will pass on drilling costs above this plus 10% for contractor management.**
- Test closed loop borehole using the Advanced Thermal Conductivity (A-TC) methodology
- Detailed sink/source/storage asset evaluation for the site
- Work with the Town of Winter Park staff to develop a high-level load profile for potential connected buildings and the snowmelt system
- Initial costing of the central loop outside the building including the ground heat exchanger and central pumps
- Evaluation of potential carbon, natural gas, and demand reduction due to system operation
- Review of State regulations relevant to this operation
- Present possible incentives or tax credits
- Outline next steps
- Present a final report to discuss findings with the Town of Winter Park

*If additional boreholes and A-TC tests are requested, these can be done for an additional fee as noted in the pricing schedule. This included an additional borehole, TC test and hydrogeologist logging of the hole.

If Phases 1 and 2 result in a favorable outcome, The GreyEdge Group can assist the Town of Winter Park in progressing the project through phase 3 and 4 activities outlined below.

Phase 3 Retrocommissioning- INCLUDED FOR REFERENCE ONLY

TGEG can provide retro-commissioning of building or snowmelt systems to improve performance and determine actual load. This effort can substantially reduce load on the ATL and result in capital and operational savings.

Phase 4 – ATL Design, Construction, and Support - INCLUDED FOR REFERENCE ONLY

- Define project size and develop Construction Documents for a central ATL
- Design retrofit for connected buildings (TGEG is a Certified Geo Design firm)
- Construction Quality Control
- Provide a Certified Geo Inspector (CGI) to Commission the System
- Operations assistance for two years
- On Call consulting after two years

Pricing for Phases 2, 3 and 4 can be developed after phase 1 is complete.

**Geothermal Feasibility Study
Winter Park, Colorado**

6. Project Budget

The budget for the activities defined in section 2 are presented below. The budgets presented include all anticipated hourly rate escalations that will occur over the course of this study. The GreyEdge Group is proposing to contract on lump sum basis and will invoice monthly based on scope completion.

Geothermal Evaluation Services Compensation

Work Element	Feasibility Study to Evaluate a Geo-Exchange ATL	Cost
1	Phase 1- Initial Site Evaluation	\$35,995
2	Phase 2- Focused Site Evaluation	TBD
3	Phase 3- Retrocommissioning	TBD
4	Phase 4- ATL Design, Construction, and Support	TBD

Should additional services be required, they will be billed according to the following Hourly Rate Schedule:

Hourly Labor Rates	
Principal	\$265 / Hour
Project Manager	\$265 / Hour
Certified Geothermal Designer	\$265 / Hour
Hydrogeologist PE	\$265 / Hour
Nationally Certified Technician	\$200 / Hour

7. Assumption, Limitations, Exclusions and Stipulations

The GreyEdge Group will accept normal, course of construction, changes, revisions, and clarifications. However, we consider changes, revisions, and clarifications as a scope change if they:

- Modify the scope of work as defined in the proposal.
- Result in after-hours, weekend work.
- Cause project delays (that push the date for substantial completion 60 days past the schedule received at the time this bid was offered) or acceleration of the work that adds complexity to logistics.

Stipulations:

- The pricing in this proposal expires 60 days from the date the proposal was offered.
- Where a provision of the Prime Agreement is inconsistent with the scope denoted in this proposal, this document shall govern as the prevailing agreement with respect to scope of work.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 19th day of November, 2024 (the "Effective Date"), by and between the Town of Winter Park, a Colorado home rule municipality with an address of P.O. Box 3327, 50 Vasquez Road, Winter Park, Colorado 80482 (the "Town"), and the GreyEdge Group, LLC, an independent contractor and Colorado limited liability company with a principal place of business at 9657 S. Lily Garden Court, South Jordan, Utah 84095 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

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

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

I. SCOPE OF SERVICES

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

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

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Report due on January 2nd and other aspects of the project can continue after that date if needed to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 7 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

A. In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor an amount not to exceed \$35,995. This maximum amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the

Town for such fees, costs and expenses. Contractor shall not be paid until the Scope of Services is completed to the satisfaction of the Town.

B. Notwithstanding the maximum amount specified in this Section, if Contractor completes the Scope of Services for less than the maximum amount, Contractor shall be paid the lesser amount, not the maximum amount.

IV. PROFESSIONAL RESPONSIBILITY

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

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

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work under the Scope of Services.

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

VI. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain,

and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

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

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

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

VIII. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined

by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A SCOPE OF SERVICES

Contractor's Duties

During the term of this Agreement, Contractor shall review and evaluate the possibilities of using a geothermal ambient temperature loop system for the Town snowmelt system. The goal of the first round of study is to validate the opportunity for an ambient temperature loop system. This study will meet the Colorado Energy Office's pre-feasibility and initial scoping standards which evaluates the geologic, technical, environmental and community factors and includes:

Initial scoping study:

- An extended Hydrogeological Review of known water well and other drilling operations
- Review of available seismic data for subsurface geology
- Assess other relevant data and background research as needed

Pre-Feasibility Study:

- Site Conditions Overview:
 - Evaluate the vertical and horizontal drill-ability of each site through research
 - Estimate the magnitude of the connected system load for a project baseline
- Analysis of buildings and thermal system characteristics:
 - Evaluate potential diversity of connected buildings per location and potential feasibility of snowmelt system integration
 - Evaluate potential connection corridors, also considering future expansion
 - High level review of potential thermal management device opportunities including wastewater, ground water and solar thermal
 - Review of potential geothermal installation sites
 - Onsite review with the facilities group and other involved parties
 - Facilitation of custom utility incentive discussion with local utility company
- Environmental impact analysis and impact on GHG reductions:
 - Review of potential energy and greenhouse gas savings
 - High level environmental impact analysis
- Initial project estimate:
 - Estimated range of costs for the recommended system
- Onsite review with the facilities group and other involved parties
- Community Engagement
 - Create a stakeholder network and discuss with potential buildings and long-term expansion
 - Evaluate workforce requirements, education, awareness and types of contractual agreements
 - Develop a public involvement plan

The final report will include:

- Site Conditions Overview:
 - Thermal sources and heating and cooling thermal capacity within site boundaries

- For geexchange systems, all relevant measured or estimated soil properties including Thermal conductivity ($W/(m \cdot K)$), density (kg/m^3), specific heat ($J/(kg \cdot K)$), and thermal diffusivity (M^2/s)
- Geothermal resource quantification
- Land Use Patterns:
 - Network building use types
 - Permitting requirements
 - Right-of-way and access considerations
- Analysis of Buildings and Thermal System Characteristics
 - Characteristics of buildings in the proposed network (building types, number of buildings, square footage)
 - Proposed system type
 - Identification of proposed modeling methods to estimate individual building energy loads and combined energy loads that must be addressed by the proposed thermal energy network. Include a discussion of existing data sources and access to past building utility data.
- Concept level system Design:
 - Development of system design alternatives and discussion of different options
 - Discussion of the following system design elements:
 - Dimensions
 - Considerations for distribution and spacing between ground heat exchangers, interconnection piping, common thermal fluid distribution loop piping, and other infrastructure
 - Installation area (total square footage)
 - System tonnage estimates
 - Estimated system output (kBtu/hr) (MWh/year)
- Environmental impact analysis and impact on GHG reductions
 - Projected share of annual heating and cooling demand to be addressed by the thermal energy network
 - An estimate of the CO₂ emissions avoided annually (metric tons) as a result of community district heating/thermal energy network installation
 - High-level EIA for scoping/pre-feasibility studies including all the details I outlined below
 - This assessment assesses the potential effects the installation of the thermal energy network may have on various environmental aspects, including air quality, water resources, land use, local ecosystems, and biodiversity. It considers impacts both during the construction phase and the operational phase and can include different design options and routes for the network, weighing their environmental consequences. This helps in selecting the most environmentally sustainable approach to project construction.
 - The assessment should also aim to identify strategies to minimize, mitigate, or compensate for any negative environmental impacts identified, ensuring that the project adheres to environmental regulations. This assessment should be continuously monitored and

- updated throughout the project's phases of development to ensure compliance with environmental standards during the project's operation.
- Initial Project Cost Estimate
 - Develop an initial project cost estimate using:
 - All relevant information from the Site Conditions Overview and Building Thermal System Characteristics sections
 - Estimated system design costs
 - Estimated materials and equipment cost
 - Estimated construction labor costs
 - Estimated ongoing O&M costs
 - Include any estimated costs for professional services fees, environmental compliance, financing, project contingency, and any other foreseen project costs
- Community Engagement
 - Development of a public involvement plan
 - Development of a stakeholder network: identify key community groups, public entities, utilities, and technical stakeholders that will partner on community district heating/thermal energy network development
 - Discussion of participating buildings/entities' rights and responsibilities
 - Discussion of potential thermal energy network expansion and how future buildings would be incorporated into the network
 - Evaluation of the education, awareness, and type of contractual agreements necessary to foster customer acceptance and adoption of new thermal energy network systems
 - Evaluation of the workforce requirements to complete the project
- Proposed Next Steps: Initial determination of project feasibility (go/no-go for the next project phase), and an overview of next steps that will be completed.

Contractor shall prepare a report that outlines the findings and will provide a detailed path for moving forward. The report will include Contractor will present this report to the Town and other stakeholders to assist in clarifying questions about study findings.

Town Responsibilities-

As part of the study, Town staff participation will include:

- Gathering utility data
- Gathering pertinent building and civil drawings
- Providing contacts with utility and private building owner partners
- Providing one staff person to accompany Contractor on the Site Walk assessing geothermal feasibility in the downtown corridor
- Assisting in community engagement aspects

Timeline-

- Signed Contract- Start
- Project and Hydrogeology Review-
- Site Visit 2 Days
- Analysis and report development

Report Deadline: January 2nd

If there are other aspects beyond the report can be concluded after the January 2nd deadline.

Budget - \$35,995.00

The budget includes all anticipated hourly rate escalations that will occur over the course of this study. Contractor will be paid on lump sum basis upon completion of the Scope of Services.

If Contractor's work suggests a favorable outcome, and if the Town decides to move forward with additional evaluation, retro-commissioning, and/or design, construction and support, the Parties will enter into a new or amended agreement.