

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, January 21, 2025 – 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 January 7, 2025, Regular Meeting Minutes
  
4. Action Items
  - a. Public Hearing, Special Event Permit for NSCD (National Sports Center for the Disabled) Events, Wells Fargo Cup and Ski for NSCD
  - b. Ordinance 629, An Ordinance of the Town Council of the Town of Winter Park, Colorado, Repealing, Reenacting, and Renaming Title 5, Chapter 2, of the Town Code of Winter Park Regarding Right-of-Way Permits, First Reading
  - c. Ordinance 630, An Ordinance of the Town Council of the Town of Winter Park, Colorado, Amending Section 1-4-1 of the Town Code of Winter Park to Allow for the Imposition of Up to the Maximum Fine Permitted by State Law, First Reading
  - d. Resolution 2203, A Resolution of the Town Council of the Town of Winter Park Approving a License Agreement Permitting the Encroachment of a Portion of a Right-of-Way Owned by the Town
  - e. Resolution 2204, A Resolution Authorizing the Acceptance of the FTA 5339(a) Grant and Authorizing the Purchase of Two New Body-On-Chassis Buses



## MINUTES

- DATE:** Tuesday, January 7, 2025
- 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, Riley McDonough, and Art Ferrari, and Town Manager Keith Riesberg, Assistant Town Manager Alisha Janes, Town Clerk Danielle Jardee, and Town Attorney Hilary Graham via Zoom
- OTHERS PRESENT:** Chief of Police Glen Trainor, Community Development Director James Shockey, Senior Planner Brian Kelley, Transit Manager Charles McCarthy, Public Works Director Jamie Wolter, and Finance Director Craig Rutherford
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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 received.*
3. **Consent Agenda**
  - 3.a. **Approval of December 3, 2024, Regular Meeting Minutes**
  - 3.b. **Resolution 2196, A Resolution Approving the Order and Purchase of a 2024 Chevrolet 5500, Four Wheel Drive with Versalift (Bucket Truck)**

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

4. **Action Items**
  - 4.a. **Pre-Legislative Session Overview by Aponte & Busam**

Town Lobbyists Ruth Aponte and Austin Fearn gave a preview of the upcoming legislative session. Ms. Aponte stated the general assembly starts tomorrow, January 8<sup>th</sup> and runs 120 days and will adjourn in May. Ms. Aponte stated the overarching item will be the State budget deficit of \$600 million dollars, which is a structural deficit, the State has hit the TABOR (Taxpayer Bill of Rights) cap. Mr. Fearn stated an update regarding transit funding and transit funding priorities for this upcoming legislative session. Mr. Fearn stated CDOT (Colorado Department of Transportation) has proposed a reduction to their road safety surcharge fee and a reduction to their general fund obligation to the state highway fund. Mr. Fearn stated CDOT says we may not see immediate impacts to these reductions in terms of services the State provides but there is a concern if not able to find a sustainable funding source in the future (next four years) that there

will be negative impacts to State services as well as possible service being put on the backs of local governments. Mr. Fearn stated an update on enterprises, CTIO (Colorado Transit Investment Office) have been working on implementing different parts of Senate Bill 184 from last year, collect fees on rental cars to go towards passenger rail, and levying a fee on oil and gas, which a portion of that funding will go towards rail. Ms. Aponte stated the Governor's priorities, he is giving the State of the State on Thursday, January 9<sup>th</sup>, he has been public and verbal about the Mountain Rail and has said the first phase (Denver to Granby) will be done by end of his term. Ms. Aponte stated the Governor has released his Vision 2035, setting climate, transit, and housing goals, the Vision is very aspirational but need to understand that they are working with budget and occupational restraints. Ms. Aponte stated on the housing front, we expect Governor Polis to work strongly in this space and continue his work on land use, cost of property insurance, rent increases, etc. Mr. Fearn stated the first batch of bills will be read tomorrow about 100 or so, we will review and pick out what will affect the Town and be important to Council. Mr. Fearn stated weekly updates will be sent to the Town Manager Keith Riesberg, and they will also maintain a bill tracker for Council that show real time updates to all the bills of interest for the Town.

**4.b. Resolution 2197, A Resolution Approving Town Council Regular Meeting and Town Council Workshop Times for 2025**

Town Clerk Danielle Jardee stated this is an annual housekeeping resolution to set meeting times for 2025. Ms. Jardee stated Council meetings will be on the first and third Tuesday of the month, workshops start at 3 p.m. and regular meetings at 5:30 p.m.

Councilor Rebecca Kaufman moved and Councilor Riley McDonough seconded the motion approving Resolution 2197, A Resolution Approving Town Council Regular Meeting and Town Council Workshop Times for 2025. Motion carried: 7-0.

**4.c. Resolution 2198, A Resolution Establishing a Public Place for the Posting of Meeting Notices as Required by the Colorado Open Meetings Law**

Town Clerk Danielle Jardee stated this designates the Town's website, [www.wpgov.com](http://www.wpgov.com) as our public posting place for agendas and if there are technical difficulties the backup location is the glass bulletin board outside by the Town Hall front entrance.

Mayor Pro Tem Jennifer Huges moved and Councilor Art Ferrari seconded the motion approving Resolution 2198, A Resolution Establishing a Public Place for the Posting of Meeting Notices as Required by the Colorado Open Meetings Law. Motion carried: 7-0.

**4.d. Resolution 2199, A Resolution Approving a Professional Services Agreement with Slate Communications for 2025**

Town Clerk Danielle Jardee stated this resolution is to approve a professional services agreement with Slate Communications for their scope of work for 2025. Ms. Jardee stated we have been working with Slate since 2017 and have a good relationship. Ms. Jardee stated Slate presented their scope of work and proposal for 2025 at your October 22, 2024, Council workshop.

Councilor Rebecca Kaufman moved and Councilor Art Ferrari seconded the motion approving Resolution 2199, A Resolution Approving a Professional Services Agreement with Slate Communications for 2025. Motion carried: 7-0.

**4.e. Resolution 2200, A Resolution of the Town Council of the Town of Winter Park Approving a Contract with Kimley-Horn and Associates, Inc., to Perform the Professional Services of Town Engineer**

Community Development Director James Shockey stated this request is to approve a contract for Town engineering services, the most recent contract we have with JVA expires this spring and so it requires Town to go back out for bid. Mr. Shockey stated Town went out to bid this past fall and had a great response, seven firms applied, Staff narrowed it down and interviewed four of those firms. Mr. Shockey stated following interviews Staff agreed and recommended Kimley-Horn to be the next Town Engineer. Mr. Shockey stated Kimley-Horn have the necessary engineering services required by the Town and some significant experience in other disciplines that will aid the Town as we progress with our projects. Mr. Shockey stated the service agreement in front of Council is an annual service agreement for up to five years with two one-year extensions for a total of seven years, it also includes a lock on the rates for the duration of the agreement with a maximum of a 5% increase each year. Mr. Shockey stated Staff recommends approval of this contract. Kimley-Horn Civil Engineer Rob Colosimo introduced himself and gave a brief background of his experience. Councilor Rebecca Kaufman asked if we normally do a five-year contract. Town Manager Keith Riesberg stated our normal length of contract was extended which creates an opportunity for a company that doesn't have a physical presence in Grand County to establish one. Mayor Kutumbos asked if there will be any issues transitioning for our current projects. Mr. Riesberg stated JVA are under contract through March so by bringing Kimley Horn on now it gives a couple month period to transition, if Council approves the contract tonight a transition meeting will be scheduled with JVA.

Councilor Jeremy Henn moved and Councilor Michael Periolat seconded the motion approving Resolution 2200, A Resolution of the Town Council of the Town of Winter Park Approving a Contract with Kimley-Horn and Associates, Inc., to Perform the Professional Services of Town Engineer. Motion carried: 7-0.

**4.f. Resolution 2201, A Resolution Approving a Contract with the Winter Park & Fraser Chamber of Commerce**

Town Manager Keith Riesberg stated approves the contract with Chamber for 2025 max 1502962 dollars and maintains generally the same scope of services as previous years. Expenses for special events operations and promotion has increased from previous years and that is due to the talent booked to some of Town's key signature events, because of the talent bought in previous years there has been a slight deficit incurred by the chamber that has been managed by the timing of the Town's remittance of payments. Staff recommendation following close of 24 financials we address that deficit to ensure Chamber is operating current funding in each year as opposed to use funding from this year to address deficits from previous year. Staff recommends approval. Executive Director Catherine Ross stated her thanks to Council for their support and updated Council on some event changes for this summer, and other focuses for the upcoming year.

Councilor Rebecca Kaufman moved and Councilor Riley McDonough seconded the motion approving Resolution 2201, A Resolution Approving a Contract with the Winter Park & Fraser Chamber of Commerce. Motion carried: 7-0.

**4.g. Resolution 2202, A Resolution Authorizing the Acceptance of the Colorado Department of Transportation (CDOT) Funding Through the Clean Transit Enterprise (CTE) Program and the Volkswagen Settlement Program and Authorizing the Purchase of Two Electric Buses**

Transit Manager Charles McCarthy stated this resolution is for the acceptance of two grants, and authorizing Town to purchase two electric buses with the grant funding. Mr. McCarthy stated we received both grants the Volkswagen Settlement Grant in the amount of \$1,518,660 dollars and the Clean Transit Enterprise in the amount of \$966,420 dollars, totaling \$2,485,080 dollars, none of the funding has a local match requirement. Mr. McCarthy stated the total amount to purchase the two electric buses is \$2,680,600 dollars and the Town will have to pay \$196,520 dollars out of pocket for two electric buses, which is excellent. Mayor Kutrumbos asked how many electric buses will be in the fleet. Mr. McCarthy stated we will have four total buses. Mr. McCarthy stated an update that the first two electric buses the Town purchased will arrive by the end of 2025 which is earlier than previously stated.

Councilor Art Ferrari moved and Councilor Jeremy Henn seconded the motion approving Resolution 2202, A Resolution Authorizing the Acceptance of the Colorado Department of Transportation (CDOT) Funding Through the Clean Transit Enterprise (CTE) Program and the Volkswagen Settlement Program and Authorizing the Purchase of Two Electric Buses. Motion carried: 7-0.

**5. Town Manager's Report**

Town Manager Keith Riesberg stated he wanted to let Council know that EGFD (East Grand Fire District) has given the Town notice of their intent under a change in State statute to start imposing fire impact fees on their own authority. Mr. Riesberg stated they have provided two proposals to the Town for how they would implement those fees, Staff are beginning to review those proposals and anticipate discussing them at the January 21 workshop. Mr. Riesberg stated as part of Children's Hospital Mighty Millions Raffle, the grand prize show home will be located in Rendezvous in Winter Park and will draw some attention to the community. Mr. Riesberg stated this show home will require some additional signage and Staff will be reviewing those signage requests.

Assistant Town Manager Alisha Janes stated in Hideaway Junction Phase II one of the three-bedroom homebuyers backed out, so we would like to make sure the process is fair for everyone and reannounce and open the application period for a couple weeks. Ms. Janes stated there is a possibility for second, three-bedroom home to open as well.

**6. Mayor's Report**

*Nothing to report.*

**7. Town Council Items for Discussion**

Councilor Jeremy Henn stated the Winter Park Express Ski Train started running five days a week, Thursday through Monday. Councilor Henn stated he encourages people from our community to reverse commute from here to Denver too. Councilor Jeremy Henn stated the new County Commissioner gets sworn in soon. Mayor Pro Tem Jennifer Hughes stated the new County Commissioner will take over the current Commissioner's seat on the TAC (Transit Advisory Committee). Councilor Rebecca Kaufman stated a CAST (Colorado Association of Ski Towns) housing taskforce meeting update. Mayor Pro Tem Hughes stated concerns about Vasquez Road sidewalks and not telling the difference between road and sidewalk due to snow. Councilor Art Ferrari stated after snow events maybe the Public Works crew could pay a little more attention to the ADA ramps along Hwy 40. Mayor Kutrumbos stated it's a new year and we have a new County Commissioner, we will be having MMC (Mayors, Managers, Commissioners) meetings and for those to be more fruitful, he would like Council to think about topics that need to be discussed and share those with him. Mayor Kutrumbos stated he spent time with CDOT's (Colorado Department

of Transportation) Executive Director Shoshana Lew and maybe the Town needs a different approach with CDOT on how the roads are being maintained in Winter Park and throughout Grand County. Mayor Kutrumbos stated Ms. Lew suggested a coalition approach to get more traction. Mayor Kutrumbos stated CDOT communications is one item that should be a standing item on the MMC agenda and then another one is childcare. Councilor Riley McDonough stated transit funding and long-term planning should be on the MMC agenda. Councilor Rebecca Kaufman stated on that CDOT note we have a TPR (Transportation Planning Organization) meeting next week and we are putting our county wide priorities on that meeting.

There being no further business to discuss, upon a motion regularly adopted, the meeting was adjourned at 6:23 p.m.

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The next scheduled meeting of the Town Council will be Tuesday, January 21, 2025, at 5:30 p.m.

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Danielle Jardee, Town Clerk



TOWN OF WINTER PARK  
TOWN COUNCIL  
January 21, 2025

**SPECIAL EVENT PERMITS –PUBLIC HEARING**

**Applicant:** 1. NSCD (National Sports Center for the Disabled), Kelly Fowler

**Staff Contact:** Dani Jardee, Town Clerk

**Event Descriptions:**

**Wells Fargo Cup** located at Winter Park Resort:

1. Annual Wells Fargo Cup Ski Race Fundraiser for the NSCD all day from Thursday, February 20 to Saturday, February 22.

**Ski for NSCD** located at Winter Park Resort

1. Fundraiser Event, Scavenger Hunt Challenge on Saturday, March 22 from 9 a.m. to 6 p.m.

**Staff Comments:** The Special Event Permit application was received, reviewed, and approved by Town staff. Notification of the Public Hearing for Wells Fargo Cup and Ski for NSCD were published in the Sky Hi News and Middle Park Times on December 25, 2024. No comments have been received.

**Attachments:** Application, Map, and Operation Plan

**Staff Recommendation**

Staff recommends the Town Council grant the Special Event Permit for the NSCD events.



**SPECIAL EVENT PERMIT APPLICATION PACKET**

**Application Checklist**

- Completed Town of Winter Park Special Event Permit Application
- Completed Form DR 8439 (**only if planning to serve alcohol**)
- Applicable Fees\*
  - \$150 Local Special Event Permitting Fee
  - \$100 Local Liquor Permitting Fee

**Please note State fees are not applicable as of August 1, 2011**

- \*If this event is on behalf of a non-profit organization and applicant is requesting a waiver of the \$150 local permitting fee, please check the box to the left.

**Property Possession Checklist**

- Evidence of Permission to Use Premises
- Site Plan/Floor Diagram – 8 ½" x 11", identify all entrances and exits, seating arrangements, bar location, dimensions of area to be licensed (if planning to serve alcohol). If applicable, include plans for security, sanitation, waste removal, parking and accessibility.

**Applicant Checklist**

- Contact Information
- Current Certificate of Good Standing from the Secretary of State (if incorporated)
- Non-profit Charter or Proof of Non-profit Status (if requesting waiver of fees)
- Reports and Statements filed with the Secretary of State (if a political group)



# 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:

Mailing Address of Applicant:

Contact Name:  Contact Number:

Contact Email:

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

Address of Special Event:

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

Exact dates and times of the event:

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?

Number of expected attendees:

Describe the premises where the event will take place:

What type of security will be provided?

Number of security personnel:  How will they be identified?

If the event is being held outdoors, how will the exterior boundaries of the premises be marked?

What type of entertainment will be provided at the event?

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)?

NSCD Volunteer Security personnel will be checking for wristband credentials at the door. Winter Park Resort Bartenders will be checking IDs at the bar.

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

NSCD staff will monitor attendees throughout the event.

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

Lunch buffet (soups, salad, sandwiches) on Thursday & Friday, Heavy apps on Thursday evening, chips/snacks available all day Thurs

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?

The event will be marketed via email communication to our database as well as banners hung during the days of the event at the base of Winter Park 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.**

Kelly Fowler

12/11/2024

Applicant's Signature

Date

[Redacted]

Applicant's Email Address

PO Box 1290, Winter Park CO 80482

Applicant's Mailing Address

33 Parsenn Road, Winter Park CO 80482

Applicant's Physical Address

[Redacted]

[Redacted]

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



# 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:

Mailing Address of Applicant:

Contact Name:  Contact Number:

Contact Email:

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

Address of Special Event:

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

Exact dates and times of the event:

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?

Number of expected attendees:

Describe the premises where the event will take place:

What type of security will be provided?

Number of security personnel:  How will they be identified?

If the event is being held outdoors, how will the exterior boundaries of the premises be marked?

What type of entertainment will be provided at the event?

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?

N/A

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

Grab & go burritos at the base

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?

The event will be marketed via email communication to our database as well as banners hung during the day of the event at the base of Winter Park 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.**

Kelly Fowler  
\_\_\_\_\_  
Applicant's Signature  
[REDACTED]

12/19/2024  
\_\_\_\_\_  
Date

Applicant's Email Address  
PO Box 1290, Winter Park CO 80482

Applicant's Mailing Address  
33 Parsenn Road, Winter Park CO 80482

Applicant's Physical Address  
[REDACTED] [REDACTED]

Applicant's Main Phone Number Applicant's Alternate Phone Number

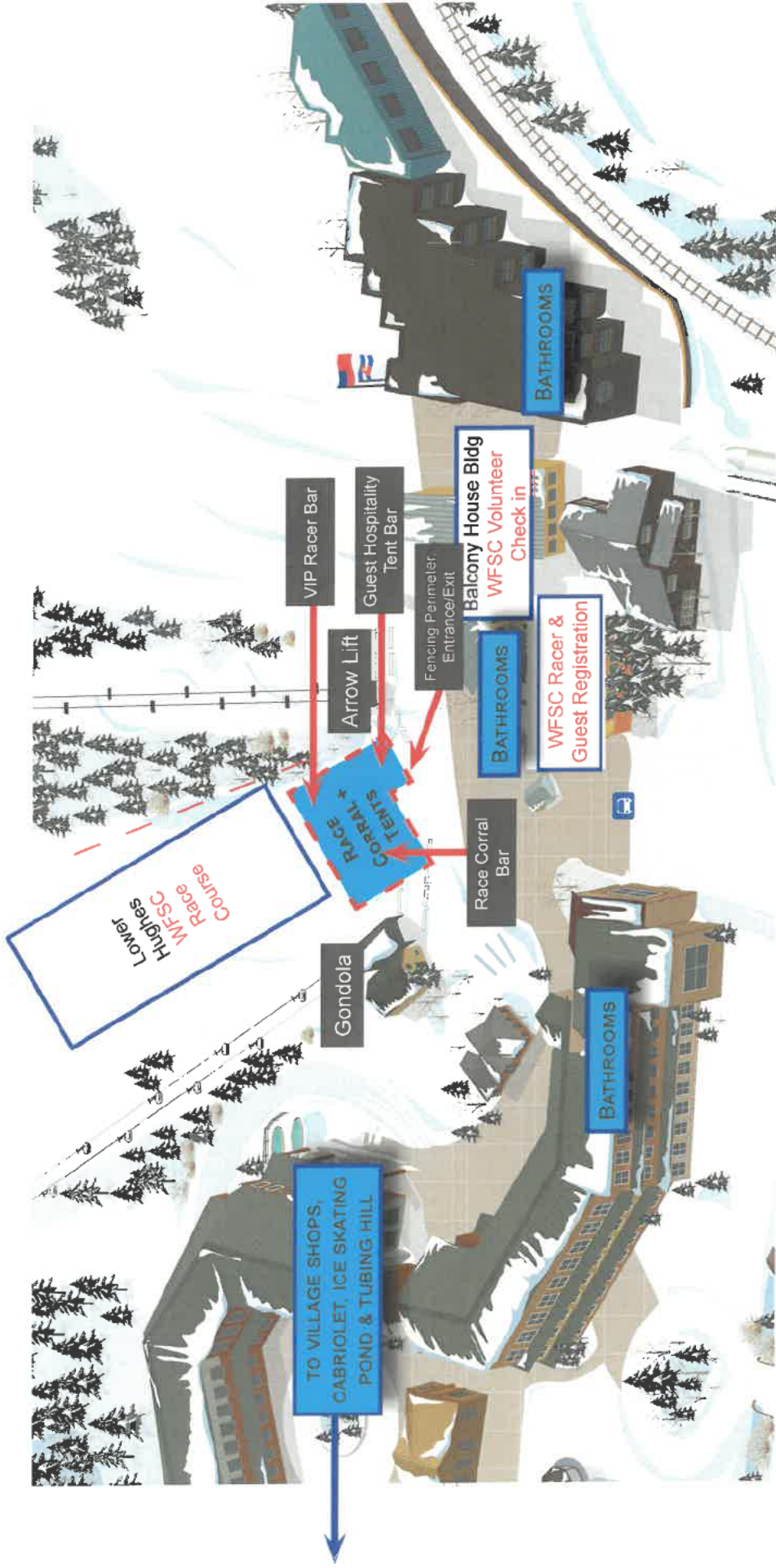
STATE OF COLORADO  
COUNTY OF GRAND  
TOWN OF WINTER PARK

Subscribed and sworn to me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
Witness my head and official seal:

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

\_\_\_\_\_  
My commission expires

# 49th Wells Fargo Ski Cup - Site Diagram





# National Sports Center for the Disabled

## Special Event Operations Plan

### 49<sup>th</sup> Annual Wells Fargo Ski Cup

2/20-2/22 2025

#### **Event Synopsis**

The Wells Fargo Ski Cup boasts the longest-running professional ski race in the country and serves as a signature fundraiser for the National Sports Center for the Disabled (NSCD). Four races comprise the three-day weekend, bringing in over 2,000 guests to Winter Park Resort:

- We are starting off the event with the **World Disabled Invitational** on Thursday! Professional athletes from around the world compete for cash prizes in a race unlike any other.
- Next up is annual **AEC Challenge** featuring architects, engineers and contractors racing to claim industry bragging rights.
- On Friday, the kids get in on the action! Our Special Olympics Team will race the same course as the professionals and get to meet and spent time with our athletes afterwards.
- The **Corporate Challenge** is a one-of-a-kind race in which skiers and snowboarders from corporate teams race against each other for bragging rights and prizes. A NSCD Competition Center athlete races with each team for cash prizes to help finance his/her training expenses for the next Paralympics.

Guests are served alcoholic beverages at no cost throughout the weekend. **Bars are operated by Winter Park Resort under their liquor license.** Only Wells Fargo Ski Cup credential holders will be able to access the bar with IDs checked at each bar location.

Guests will have a variety of food options available throughout the event. The Guest Hospitality Tent will serve prepackaged individual snacks Thursday - Saturday, and the VIP Racer Tent will serve a buffet style lunch on Thursday and Friday. Village and Resort restaurants will also be open for attendees to purchase food.

The event is expected to draw 2,000 people into the Village/Base Area at Winter Park Resort. Credentials are issued to guests of event sponsors at registration, and a limited number of credentials are also available for pre-purchase by the general public and NSCD supporters. Guests who do not have an event credential will not be able to access the event area or bars.

Volunteer security personnel will monitor the participants before, during, and after the event.

## **Event Coordination**

NSCD will be providing volunteers and paid staff to coordinate the event set up, during the event, and tear down of the event. Staff and volunteer security personnel will also be monitoring all exits to ensure alcohol does not leave the premise.

<b>Task</b>	<b>Date</b>	<b>Details</b>
Venue set-up	TUES & WEDNESDAY (2/18-2/19)	All day. Tents, fencing, racecourse, Jumbotron, etc are constructed.
Event Starts	THURSDAY (2/20)	
Registration Hours	THURS (2/20): 8AM-3PM FRIDAY (2/21): 8AM-3PM SATURDAY (2/22): 8AM- 12PM	Event credentials issued to registered guests by NSCD Volunteers and Staff, and Wells Fargo Volunteers and Staff. Registration is in the Balcony House building at resort.
Hospitality Tent/ Racer Corral Hours	THURS (2/20): 10AM - 4PM FRIDAY (2/21): 9AM-4PM	Coke products and snacks served all day. Bars open for subset of tent hours. Security present before, during and after tent hours until all guests have left.
VIP Racer Tent Hours	THURS (2/20): 10AM – 6:30PM FRIDAY (2/21): 9AM-4PM	A VIP Happy Hour with appetizers is hosted on Thursday evening. Lunch is served on Thursday and Friday. Bar open for subset of tent hours. Security present before, during and after tent hours until all guests have left.
Ski Races	THURS (2/20): World Disabled Invitations - 9:30am start AEC Challenge - 3:00pm start  FRIDAY (2/21): Snowplow Sprint – 11:00am start Corporate Challenge - 11:30am start	
Event ends	SATURDAY (2/22)	Event ends at 12pm.



## **Event Perimeter**

Perimeter will be secured by fencing with volunteer security personnel at entrance and exits. See site plan and pictures below for more information.



## **Traffic Control Plan**

Parking will be available for attendees in designated Winter Park Resort lots (North Bench lot, Vintage lot, Village parking garage, G Lot, etc). We do not anticipate this event will impact traffic in the Town of Winter Park or around Winter Park Resort. Many guests will also be staying on site in resort lodging.

It is expected that there will be pedestrians for a brief time in the area as they return to their cars or lodging following the conclusion of the event each day. Pedestrians will follow resort designated paths to lodging or parking lots. This should not interrupt traffic. Transportation from The Lift bus service will be available for participants before, during, and after event.

## **Storage**

Alcoholic beverages will be stored in a secure location only accessible to Winter Park Resort staff. Winter Park Resort has 24 hour security on staff that monitor premises.

## **Scheduled Personnel**

Julie Taulman – President & CEO

Kelly Fowler - Special Events Manager

Erin Burba - Corporate Sponsorship Manager

Elyse Lombardi - Development & Marketing Director

Diane Eustace – Operations and Communication Manager

Malinda Anderson – Director of Finance

Yolanda Franco – Human Resources and Accounting Specialist

Ciara McCabe – Donor Relations & Marketing Coordinator

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

NATIONAL SPORTS CENTER FOR THE DISABLED, INC.

is a

Nonprofit Corporation

formed or registered on 07/05/1977 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871329080 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/11/2023 that have been posted, and by documents delivered to this office electronically through 01/12/2023 @ 21:28:48 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 01/12/2023 @ 21:28:48 in accordance with applicable law. This certificate is assigned Confirmation Number 14606978 .



A handwritten signature in blue ink that reads "Jena Griswold".

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*



## MEMO

**TO** Town Staff, Mayor and Council  
**FROM** Jamie Wolter,  
**CC** Town Manager Keith Riesberg  
**DATE** January 14, 2025  
**RE** REPEALING, REENACTING, AND RENAMING TITLE 5, CHAPTER 2, OF  
THE TOWN CODE OF WINTER PARK REGARDING RIGHT-OF-WAY  
PERMITS

The Public Works Department administers Right of Way permits. Permit holders have not been complying with the required completion deadlines and other terms and conditions outlined in the current Right of Way Permit process. This has led to Town roads being left in unsatisfactory conditions. Town Staff has been working with the Town's Legal Council to revise the permit application, Town Code and fines to get better compliance and allowable enforcement.

The goal of these changes is to encourage permittees to comply with deadlines, quality of repairs and ensure that Town roads are returned to original condition or better.

The Right of way Permits are currently issued between May 1<sup>st</sup> and October 1<sup>st</sup> every year. Closure or completion of Permits is required to be done by October 15<sup>th</sup> annually. This year we had over 15 permits not closed by the deadline.

Town staff recommends approval of this revision to the Town Code.

TOWN OF WINTER PARK

ORDINANCE NO. 629  
SERIES OF 2025

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF WINTER PARK, COLORADO, REPEALING, REENACTING, AND RENAMING TITLE 5, CHAPTER 2, OF THE TOWN CODE OF WINTER PARK REGARDING RIGHT-OF-WAY PERMITS

WHEREAS, to the detriment of the Town and those traveling on Town streets, right-of-way permit holders have not been complying with required completion deadlines and other terms and conditions included in right-of-way permits;

WHEREAS, the Town desires to discourage right-of-way permit violations and enforce compliance deadlines; and

WHEREAS, the Town Council has determined that it is in the best interests of the Town to adopt this ordinance in order to protect the Town against permittees for failure to comply with the terms and conditions of right-of-way permits, including, without limitation, the completion deadline specified in the right-of-way permit, and to provide clarification regarding right-of-way permit applications and procedures.

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

Section 1. Title 5, Chapter 2, of the Town Code of Winter Park is hereby repealed and reenacted as follows:

**Chapter 2: Right-of-Way Permit Procedures**

**5-2-1: CONSTRUCTION WITHIN TOWN STREETS OR RIGHT-OF-WAY:**

All work that occurs within Town streets or right-of-way shall require a construction permit issued by the Town as described in the “Town of Winter Park Standards and Specifications for Design and Construction,” and an associated right-of-way permit. All construction and right-of-way permit fees shall be determined by Town Council as set forth by resolution. All such work shall conform to the “Town of Winter Park Standards and Specifications for Design and Construction” and, as applicable, any standards or specifications required by special districts or utility companies or as stated in Title 7, Unified Development Code.

**5-2-2: DESIGN AND CONSTRUCTION STANDARDS AND SPECIFICATIONS:**

The document entitled “Town of Winter Park Standards and Specifications for Design and Construction” is hereby adopted by reference. A copy of the “Town of Winter Park Standards and Specifications for Design and Construction” shall be maintained in the office of the Town Clerk and shall be available for inspection during business hours.

**5-2-3: INSURANCE AND INDEMNIFICATION:**

**A. Insurance.** Prior to the issuance of a permit under this chapter, every applicant shall provide proof acceptable to the Town of an insurance policy or certificate with coverage as follows:

1. The permittee shall be insured against personal injury and property damage by insurers acceptable to the Town, but in no event less than the coverages described as follows:

a. Workers' compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of the work under this chapter, and employers' liability insurance with minimum limits of five hundred thousand dollars (\$500,000.00) each accident. If any work on the project is sublet, the permittee shall require each of its subcontractors to provide similar coverage for all of the subcontractor's employees to be engaged in such work, except as otherwise determined by the Public Works Director. Evidence of qualified self-insured status may be substituted for the workers' compensation requirements of this section.

b. Commercial general liability insurance to be written with a limit of liability of not less than one million dollars (\$1,000,000.00) for all damages arising out of bodily injury, personal injury (including coverage for employee and contractual acts), including death, at any time resulting therefrom, arising out of any one (1) occurrence, and not less than two million dollars (\$2,000,000.00) general aggregate for all damages arising out of bodily injury, including death, at any time resulting therefrom, during the policy period. This policy shall also include coverage for blanket contractual and independent contractor risks.

1. The limits of commercial general liability insurance for broad-form property damage (including products and completed operations) shall be not less than one million dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property in any one (1) occurrence, and not less than two million dollars (\$2,000,000.00) for all damages arising out of injury to or destruction of property, including the Town's property, during the policy period.

2. The commercial general liability insurance policy shall include coverage for explosion, collapse and underground hazards. The policy shall contain a severability of interests provision.

c. Protective liability and property damage insurance covering the liability of the Town, including any employee, officer or agent of the Town, with respect to all operations under the chapter by the permittee or its subcontractors, shall be obtained and maintained during the life of the permit issued under this chapter. The limits of the Town's protective liability policy, to be provided by the permittee, as described in this section, shall be increased

to the same limits as described above for the permittee's commercial general liability insurance.

d. Comprehensive automobile liability insurance with minimum combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) each occurrence and one million dollars (\$1,000,000.00) aggregate with respect to each of the permittee's owned, hired and nonowned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

e. All insurance policies and certificates of insurance issued for this project shall name as additional insureds the Town, its officers and employees, and any other person, company or entity deemed necessary by the Town. The permittee shall be solely responsible for any deductible losses under any policy required herein.

f. The insurance provided by the permittee shall be primary to insurance carried by the Town and all other additional insureds, and the principal defense of any claims resulting from the permittee's obligations under the chapter shall rest with the permittee's insurer.

2. Certificate of Insurance:

a. The certificate of insurance provided by the permittee shall be completed by the permittee's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and shall be reviewed and approved by the Town prior to the issuance of a permit under this chapter. No other form of certificate shall be used. The certificate shall identify the permit issued by the Town under this chapter and the coverages afforded under the policies. The completed certificate of insurance shall be sent to:

Town of Winter Park  
Attn: Public Works Director  
P.O. Box 3327  
50 Vasquez Road  
Winter Park, Colorado 80482

b. It is the affirmative obligation of the permittee to notify the Public Work's Director, within two (2) business days of the cancellation or substantive change to any insurance policy required under this chapter, and failure to do so shall constitute a violation of this chapter. Failure on the part of the permittee to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a violation of this chapter upon which the Town may immediately revoke the permit issued under this chapter. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

**B. Indemnification.** Prior to the issuance of a permit under this chapter, every permittee shall, defend, indemnify and hold harmless the Town, its officers, employees, agents and their insurers from and against all liability, claims, costs, and demands 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 the permit issued under this chapter, to the extent such injury, loss or damage is attributable to the act, omission, error, professional error, mistake, negligence or other fault of the permittee, the permittee's employees, subcontractors or anyone else employed directly or indirectly by any one (1) of them or by anyone for those acts any of them may be liable. The acceptance of a permit shall constitute such an agreement by the permittee. This requirement shall not extend or expand the liability of any quasi-municipal corporation beyond the liability limitations established by Colorado law.

C. The permittee shall defend, investigate, handle, respond to and provide defense for and defend against any such liability, claims or demands at the sole expense of the permittee or, at the option of the Town, agree to pay the Town or reimburse the Town for defense costs incurred by the Town in connection with any such liability, claims or demands. The permittee shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent.

D. This indemnification provision is intended to comply with Section 13-21-111.5(6), C.R.S. as amended, and shall be read as broadly as permitted to satisfy that intent.

**5-2-4: GUARANTEE:**

A. Each permittee, before being issued a permit, shall provide the Town, at the permittee's expense, a guarantee. This guarantee shall be in the form of cash or an irrevocable letter of credit from a financial institution and in a form acceptable to the Town; provided, however, that no letter of credit shall be required for projects where the Town's estimated cost of restoration is less than five thousand dollars (\$5,000.00).

B. This guarantee shall be in an amount equal to one hundred ten percent (110%) of the Town's estimate of the cost of restoration. The cost of restoration shall include, without limitation, the removal of defective work, material, recompaction of subgrade and base material and construction of surface improvements, as well as related traffic control, testing and management. The irrevocable letter of credit shall run for a period of time of at least two (2) years beyond the anticipated initial acceptance date of the work identified in the permit. Such guarantees shall be extended if requested by the Town.

C. The Town may waive the guarantee requirements for any owner of a single-family residence desiring to repair his or her driveway or sidewalk, provided that the owner performs the work personally and upon satisfactory evidence to the Town that the permittee is competent to perform the work.



D. Notwithstanding anything to the contrary contained in this section, any contractor performing work pursuant to a contract directly with the Town shall adhere to the performance payment requirements set forth in the contract documents.

**5-2-5: PURPOSE OF GUARANTEE:**

A. The guarantee made hereunder shall serve as security for the performance of work necessary to repair the public right-of-way if the permittee fails to make the necessary repairs or to complete the work under the permit.

B. The permittee, by receipt of the permit, expressly warrants and guarantees complete performance of the work in a manner acceptable to the Town, warrants and guarantees all work done by the permittee for a period of two (2) years after the date of initial acceptance, and agrees to maintain upon demand and to make all necessary repairs during the two-year period. This guarantee shall include, without limitation, all repairs and actions needed as a result of:

1. Defects in the work, regardless of cause.
2. Defects in workmanship.
3. Settling of fills or excavations.
4. Any unauthorized deviations from the approved plans and specifications.
5. Failure to barricade.
6. Failure to clean up during and after performance of the work.
7. Failure to complete the work within the time specified by the permit.
8. Any other violation of this chapter or the ordinances of the Town.

C. The two-year guarantee shall run from the date of the Town's initial acceptance of the work. If repairs are required during the two-year period, those repairs need only be warranted until the end of the initial two-year period starting with the date of initial acceptance. It shall be the responsibility of the permittee to obtain written notification from the Town of final acceptance at the completion of the two-year period.

D. The guarantee may be reduced to twenty percent (20%) of the Town's estimate of the cost of restoration after the Town's initial acceptance of the work.

E. At any time prior to completion of the two-year guarantee period, the Town may notify the permittee of any needed repairs. Such repairs shall be completed within twenty-four (24) hours if the defects are determined by the Town to be an imminent danger to the public health, safety and welfare. Nonemergency repairs shall be completed within thirty (30) days after notice.

F. Letters of credit or cash deposited as a guarantee for individual permits may be used by the Town to restore the right-of-way and adjacent property.

**5-2-6: INSPECTIONS:**

The permittee shall notify the Town prior to the commencement of the work. The Town reserves the right to inspect the work at any time during construction and excavation. In addition, after completion of work operations, the permittee shall notify the Public Works Director, and an inspection shall occur. Initial acceptance shall be made if all work meets Town and permit standards. Further, approximately thirty (30) days prior to the expiration of the two-year guarantee, the Town shall perform an additional inspection of the completed work. The permittee shall be responsible for notifying the Town of the need for the final inspection approximately thirty (30) days prior to the completion of the two-year period. If the work is still satisfactory, final acceptance occurs, and the cash or letter of credit for individual permit holders shall be returned, less any amounts needed to complete work not done by permittee.

**5-2-7: PUBLIC SAFETY AND NUISANCE:**

A person who obtains a permit for construction, excavation or work in the public right-of-way shall maintain a safe work area, free of nuisance conditions. The Town may make any repair necessary to eliminate any hazards or nuisances or work not performed as directed. Any such work performed by the Town shall be completed and billed to the permittee at overtime rates. The permittee shall pay all such charges within thirty (30) days of the statement date. If the permittee fails to pay such charges within the prescribed time period, the Town may, in addition to taking other collection remedies, seek reimbursement through the guarantee. Furthermore, the permittee shall be barred from performing any work in the public right-of-way, and under no circumstances will the Town issue any further permits of any kind to said permittee, until such time that all outstanding charges have been paid in full.

**5-2-8: TIME OF COMPLETION:**

A. All work covered by the permit shall be completed by the date stated on the permit. A permit may be extended once for a period not longer than thirty (30) days upon application submitted to the Public Works Director prior to the deadline for completion stated on the permit. After the deadline for completion and any approved period of extension the permit is void, and a new permit application, including a new fee, must be filed and approved before completing any remaining work.

**5-2-9: RELOCATION OF FACILITIES:**

If at any time the Town requests the permittee to relocate its facilities in order to allow the Town to make any public use of streets or rights-of-way, or if at any time it shall become necessary because of a change in the grade or for any other purpose by reason of the improving, repairing, constructing or maintaining of any street or right-of-way, or by reason of traffic conditions, public safety or by reason of installation of any type of structure or public improvement by the Town or other public agency or special district, and any general program for the undergrounding of such facilities, to move or change the permittee's facilities within

or adjacent to streets or rights-of-way in any manner, either temporarily or permanently, the Town shall notify the permittee, at least ninety (90) days in advance, except in the case of emergencies, of the Town's intention to perform or have such work performed. The permittee shall thereupon, at its sole cost and expense, accomplish the necessary relocation, removal or change within a reasonable time from the date of the notification, but in no event later than three (3) working days prior to the date the Town has notified the permittee that it intends to commence its work or immediately in the case of emergencies. Upon the permittee's failure to accomplish such work, the Town or other public agencies or special district may perform such work at the permittee's expense, and the permittee shall reimburse the Town or other agency within thirty (30) days after receipt of a written invoice. Following relocation, all affected property shall be restored to, at a minimum, the condition which existed prior to construction by the permittee at the permittee's expense.

**5-2-10: ENFORCED WORK STOPPAGE FOR VIOLATION:**

A. In the event that any of the provisions of the approved plans or other applicable criteria of the Town are violated by the permittee or by any of its contractors or subcontractors, the Town may serve written notice of the Town's intention to stop work on the project and the reasons therefor to the permittee, the contractor and any surety. Unless the violations cease and satisfactory arrangements for correction are made, the work will be stopped forty-eight (48) hours after serving written notice. In the event of any such termination, the Town shall immediately serve notice to the permittee, the contractor and any surety. The surety shall have the right to take over and finish the project, provided that, if the surety does not begin work within thirty (30) days from the mailing date of the notice, the Town may, at its sole discretion, take over the work and finish it at the expense of the permittee and contractor. The permittee, contractor and the surety shall be liable to the Town for all the costs caused by the termination of the work.

B. It may become necessary for the Town to immediately stop work on a project to protect the health, safety and welfare of the citizens of the Town. Such instances may include, without limitation, creation of a public safety hazard, lack of required permits, inadequate traffic control or obstructing an emergency access. The Public Works Director or other representative of the Town has the authority to stop the work immediately after serving the permittee with written notice. The permittee shall not resume work without written approval from the Town.

**5-2-11: PERMIT; REVOCATION, NOTICE:**

A. Any permit may be revoked or suspended by the Public Works Director after notice to the permittee for:

1. Violation of any condition of the permit or of any provision of this chapter.
2. Violation of any provision of any other ordinance of the Town or State law relating to the work.
3. Existence of any condition or performance of any act which does constitute or cause a condition endangering life or damage to property.

B. A suspension or revocation by the Public Works Director, and a stop work order, shall take effect immediately upon notice to the person performing the work in the public way.

C. A stop work order may be issued by the Public Works Director to any person or persons doing or causing any work to be done in the public way without a permit, or in violation of any provision of this Chapter or any other ordinance of the Town.

D. Any suspension, revocation or stop work order may be appealed by the permittee to the Public Works Director by filing a written notice of appeal within ten (10) days of the action.

**5-2-12: ADDITIONAL REGULATIONS:**

In granting any permit, the Town may attach such other conditions as reasonable and necessary to prevent damage to public or private property or to avoid hazardous or nuisance conditions, including, without limitation:

A. Restrictions as to the size and type of equipment;

B. Designation of routes upon which materials may be transported;

C. The place and manner of disposal of excavated materials;

D. Requirements as to the cleaning of streets, the prevention of noise, and other results offensive or injurious to the neighborhood, the general public, or any portion thereof;

E. Regulations as to the use of streets in the court of the work;

F. Minimum depth of any utility or service line shall be eighteen inches (18") below grade; and

G. Temporary patches or other measures that may be necessary to protect the public and the public way.

**5-2-13: CONNECTION TO TOWN ROADWAYS:**

A. No new connection or modification of an existing connection shall be made to any street, right-of-way or trail owned or under the jurisdiction of the Town without the prior approval of the Town Council.

B. In considering whether to grant approval for a new connection or modification of an existing connection to a street, right-of-way or trail owned or under the jurisdiction of the Town, the Town Council shall consider the following criteria:

1. Whether the proposed new connection or modification of an existing connection and projected traffic will alter the character of or negatively impact a residential neighborhood.

2. Whether the proposed new connection or modification of an existing connection and projected traffic will negatively impact any park or open space.

3. Whether the proposed new connection or modification of an existing connection will create an undue burden on the existing Town street system.
4. Whether the proposed new connection or modification of an existing connection complies with the Town’s Comprehensive Plan;
5. Whether the proposed new connection or modification of an existing connection meets all Town standards and regulations, including, without limitation, the “Town of Winter Park Standards and Specifications for Design and Construction”;
6. Whether the proposed new connection or modification of an existing connection would impact evacuation routes or emergency response times; and
7. Whether the proposed new connection or modification of an existing connection is in the best interest of the public health, safety and welfare.

C. The Town Council’s decision on whether to approve a new connection or modification of an existing connection to any street, right-of-way or trail owned or under the jurisdiction of the Town shall be final, subject only to judicial review as provided by law.

**5-2-14: UTILITY PROVIDERS:**

Utility providers, including any person, corporation, municipality, quasi-governmental agency, special district and state or local government, providing any utility, including water, sewer, electric, gas, cable or telecommunication utility impacting the Town right-of-way, whether for access or to engage in maintenance, temporary access and construction-related activities, shall be subject to all regulations, procedures and fees imposed by this Chapter.

**5-2-15: APPEAL:**

Any decision rendered by the Public Works Director shall be final.

**5-2-16: PENALTY:**

Every person who willfully violates any provisions of this chapter is guilty of a misdemeanor. Each and every day during any part of which any such violation occurs shall be a separate offense. The penalty for a violation is set forth in subsection 1-4-1C of this Code.

INTRODUCED, APPROVED ON FIRST READING, AND ORDERED PUBLISHED IN FULL this \_\_\_ day of \_\_\_\_\_, 2025. A public hearing shall be held at the regular meeting of the Winter Park Town Council on the \_\_\_ day of \_\_\_\_\_, 2025 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 \_\_\_\_ day of \_\_\_\_\_, 2025.

TOWN OF WINTER PARK

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

ATTEST:

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



## MEMO

**TO** Town Staff, Mayor and Council  
**FROM** Jamie Wolter,  
**CC** Town Manager Keith Riesberg  
**DATE** January 14, 2025  
**RE** AMENDING SECTION 1-4-1 OF THE TOWN CODE OF WINTER PARK  
TO ALLOW FOR THE IMPOSITION OF UP TO THE MAXIMUM FINE  
PERMITTED BY STATE LAW

The Public Works Department administers Right of Way permits. Permit holders have not been complying with the required completion deadlines and other terms and conditions outlined in the current Right of Way Permit process. Town staff believes that the current allowable fine for violations is not sufficient to ensure compliance. The Town Code related to maximum fines has not been amended or updated since 2013.

The new fine allowed by this revision for criminal and non criminal violations is \$2,650 for each separate offense. Each day of violation is considered a separate offense. The previous fine allowed for non criminal violations was \$300 and \$1,000 for criminal violations, for each separate offense.

Town staff recommends approval of this revision to the Town Code.

TOWN OF WINTER PARK

ORDINANCE NO. 630  
SERIES OF 2025

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF WINTER PARK, COLORADO, AMENDING SECTION 1-4-1 OF THE TOWN CODE OF WINTER PARK TO ALLOW FOR THE IMPOSITION OF UP TO THE MAXIMUM FINE PERMITTED BY STATE LAW

WHEREAS, the general penalty provision of the Town Code of Winter Park related to maximum fines has not been amended or updated since 2013; and

WHEREAS, Town Council has determined that it is in the best interests of the Town to amend the general penalty provision to authorize imposition of up to the maximum fine permitted by state law for violations of the Town Code of Winter Park.

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

Section 1. Section 1-4-1 of the Town Code of Winter Park, subsections B and C, are hereby amended to read as follows:

**1-4-1: GENERAL PENALTY:**

\* \* \*

B. Noncriminal Violations: Any person who is convicted of a noncriminal violation of the town's charter, this code, any ordinance of the town, any code adopted by reference, or any regulation adopted pursuant to this code, town charter or ordinances shall be fined in an amount not to exceed **two thousand six hundred and fifty dollars (\$2,650.00)** ~~three hundred dollars (\$300.00)~~ for each separate offense. Each day of violation shall be considered a separate offense. No defendant convicted of a noncriminal violation shall be subject to imprisonment for any such conviction. No defendant shall have a right to a trial by jury for any noncriminal violation for which imprisonment is not a prescribed penalty. **In addition to the fine, the Municipal Court may order restitution, but it cannot require community service or program participation. The maximum fine amount set forth herein shall be adjusted for inflation on January 1, 2026, and on January 1 of each year thereafter, as provided by Colorado Revised Statute, Section 31-16-101, as amended.**

C. Criminal Violations: Any person who is convicted of a criminal violation of the town's charter, this code, any ordinance of the town, any code adopted by reference, or any regulation adopted pursuant to this code, town charter, or ordinances shall be guilty of a misdemeanor and shall be fined in an amount not to exceed **two thousand six hundred and fifty dollars (\$2,650.00)** ~~one thousand dollars (\$1,000.00)~~ or imprisoned for a term not to exceed three hundred sixty-four (364) days, or punished by both such fine and imprisonment, for each separate violation. Each day of violation shall be considered a separate offense. **Any restitution, community service or program participation ordered by the Municipal Court shall be in addition to any fine. The maximum fine amount set forth herein shall be adjusted for inflation on January 1, 2026, and on January**



**1 of each year thereafter, as provided by Colorado Revised Statute, Section 31-16-101, as amended.**

\* \* \*

INTRODUCED, APPROVED ON FIRST READING, AND ORDERED PUBLISHED IN FULL this \_\_\_ day of \_\_\_\_\_, 2025. A public hearing shall be held at the regular meeting of the Winter Park Town Council on the \_\_\_ day of \_\_\_\_\_, 2025 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 \_\_\_ day of \_\_\_\_\_, 2025.

TOWN OF WINTER PARK

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

ATTEST:

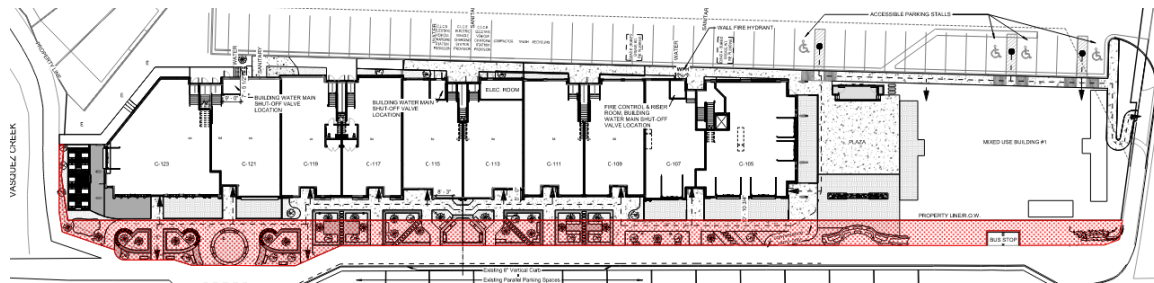
\_\_\_\_\_  
Danielle Jardee, Town Clerk

**MEMO**

**TO** Town Council  
**FROM** James Shockey, Community Development Director  
**THRU** Keith Riesberg, Town Manager  
**DATE** January 21, 2025  
**RE** Resolution 2203, Series 2025 – A Resolution approving a Revocable Encroachment License Agreement

**General Information**

Arrow at Winter Park Mixed-Use Association, Inc. (the “Association”) is requesting approval of a Revocable Encroachment License Agreement (the “Agreement”) to maintain and construct landscaping within the CDOT right-of-way between their building and the back of the sidewalk (the “ROW”). CDOT issued a permit for the landscaping in September 2024 and the applicant proceeded to install it in conformance with plans approved by the Planning Commission during design review for the building. The Town maintains the CDOT right-of-way and to ensure the Association continues to maintain the landscaping in the future, the Town is requiring the Agreement.



The Agreement requires the Association be responsible for construction and maintenance of the landscaping and states the Town is not liable for any damage to it. The Association will be required to indemnify and hold the Town harmless against all liability, claims and demands arising from the landscaping. The Agreement also allows the Town to terminate it after a 30-day notice.

**Recommended Motion**

Staff recommends the Town Council approve the Agreement with the following motion:

I move to approve Resolution 2203, Series 2025, a resolution approving a license agreement permitting the encroachment of a portion of a right-of-way maintained by the Town.

**TOWN OF WINTER PARK  
RESOLUTION NO. 2203  
SERIES OF 2025**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF  
WINTER PARK APPROVING A LICENSE AGREEMENT PERMITTING  
THE ENCROACHMENT OF A PORTION OF A RIGHT OF WAY  
OWNED BY THE TOWN**

WHEREAS, Arrow at Winter Park Mixed-Use Association, Inc. ("Arrow") owns the property located on Lot C-1, Arrow at Winter Park (Reception No. 2018001590);

WHEREAS, Arrow is maintaining and constructing landscaping on the property that encroaches on a portion of a right of way owned by the Colorado Department of Transportation ("CDOT") and maintained by the Town;

WHEREAS, Arrow obtained a CDOT permit (Permit No. 3240633) to install the landscaping within the right of way; and

WHEREAS, the Town has agreed to grant Arrow a revocable license to encroach on the right of way subject to and in conformance with the terms of the license agreement (the "License Agreement"), attached hereto as **Exhibit A**.

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

Section 1. The License Agreement by and between Arrow and the Town is hereby approved in substantially the form attached hereto, and the Mayor is authorized to execute the same on behalf of the Town.

PASSED, ADOPTED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2025.

TOWN OF WINTER PARK

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

ATTEST:

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

## **REVOCABLE ENCROACHMENT LICENSE AGREEMENT**

This Revocable Encroachment License Agreement ("Agreement"), is made and entered into this 21<sup>st</sup> day of January, 2025, by and between the TOWN OF WINTER PARK, a Colorado municipal corporation having an address of P.O. Box 3327, 50 Vasquez Road, Winter Park, Colorado 80482 ("Licensor"), and Arrow at Winter Park Mixed-Use Association, Inc., having an address of 78746 US Highway 40, Winter Park, CO 80482 ("Licensee") (collectively the "Parties").

WHEREAS, the Licensee owns the property as further described below (the "Property");

WHEREAS, the Licensee requested and obtained approval from the Licensor for an encroachment as described herein;

WHEREAS, as a condition of that approval the Licensee is required to enter into this Agreement with the Licensor; and

WHEREAS, the Licensor and the Licensee desire to enter into this Agreement pursuant to the terms and conditions set forth herein.

### **SECTION 1. THE LICENSE**

1. Licensee owns the Property at 78710 - 78746 US Highway 40, described more particularly as:

Lot C-1, Arrow at Winter Park (Reception No. 2018001590)

2. Licensor grants a revocable license ("License") to Licensee for the construction of sidewalks and landscape improvements ("Encroachment") to encroach on a portion of the public right of way owned by Licensor described as follows:

Approximately the right-of-way located on the back of the existing sidewalk along Highway 40, as shown in **Exhibit 1** ("Encroachment Area").

### **SECTION 2. USE OF ENCROACHMENT AREA**

1. Licensee shall not construct any structure or perform any work in the above-described Encroachment Area other than installation and maintenance of the Encroachment and appurtenances, as approved by the Licensor pursuant to this Agreement. Licensee further agrees to maintain the Encroachment Area in good and safe condition, keeping it clean and hazard-free. Licensee is not authorized to expand the Encroachment in any manner without an amendment to this Agreement.

2. Licensee shall be responsible for all damage to the Encroachment Area arising out of or resulting from the Encroachment. Licensees shall make all repairs in accordance with the direction of the Licensor.

3. Notwithstanding any other provisions of this Agreement to the contrary, the Licensor shall at all times have the right to enter the Encroachment Area to inspect, improve, maintain, alter

or utilize the Encroachment Area in any manner authorized to the Licensor. If such entry requires disturbance of any items placed upon the Encroachment Area under this Agreement, the Licensor shall not be required to repair or replace any such disturbance. In the exercise of its rights pursuant to this Agreement, Licensee shall avoid any damage or interference with any Licensor installations, structures, utilities, or improvements on, under, or adjacent to the Encroachment Area.

### **SECTION 3. INDEMNIFICATION**

Licensee agrees to indemnify and hold harmless the Licensor, its officers, employees and insurers, from and against all liability, claims and demands arising out of the existence of the Encroachments on the Encroachment Area. Licensee agrees to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims or demands at Licensee's sole expense, or, at the option of the Licensor, agrees to pay the Licensor or reimburse the Licensor for the defense costs incurred by the Licensor in connection with any such liability, claims or demands. Licensee also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent.

### **SECTION 4. GOVERNMENTAL IMMUNITY**

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

### **SECTION 5. TERMINATION**

This Agreement shall automatically terminate upon Licensee no longer being the owner of the Property. Prior to such automatic termination, either party may terminate this Agreement by giving written notice to the other party specifying the date of termination, such notice shall be given not less than thirty (30) days prior to the termination date specified therein. Licensee's obligations under Section 3 of this Agreement survive its termination.

### **SECTION 6. NOTICES**

Any notice given pursuant to this Agreement by either party to the other shall be in writing and mailed by certified mail, return receipt requested, postage prepaid, and addressed as follows:

To the Licensor:	TOWN OF WINTER PARK P.O. Box 3327 50 Vasquez Road Winter Park, Colorado 80482
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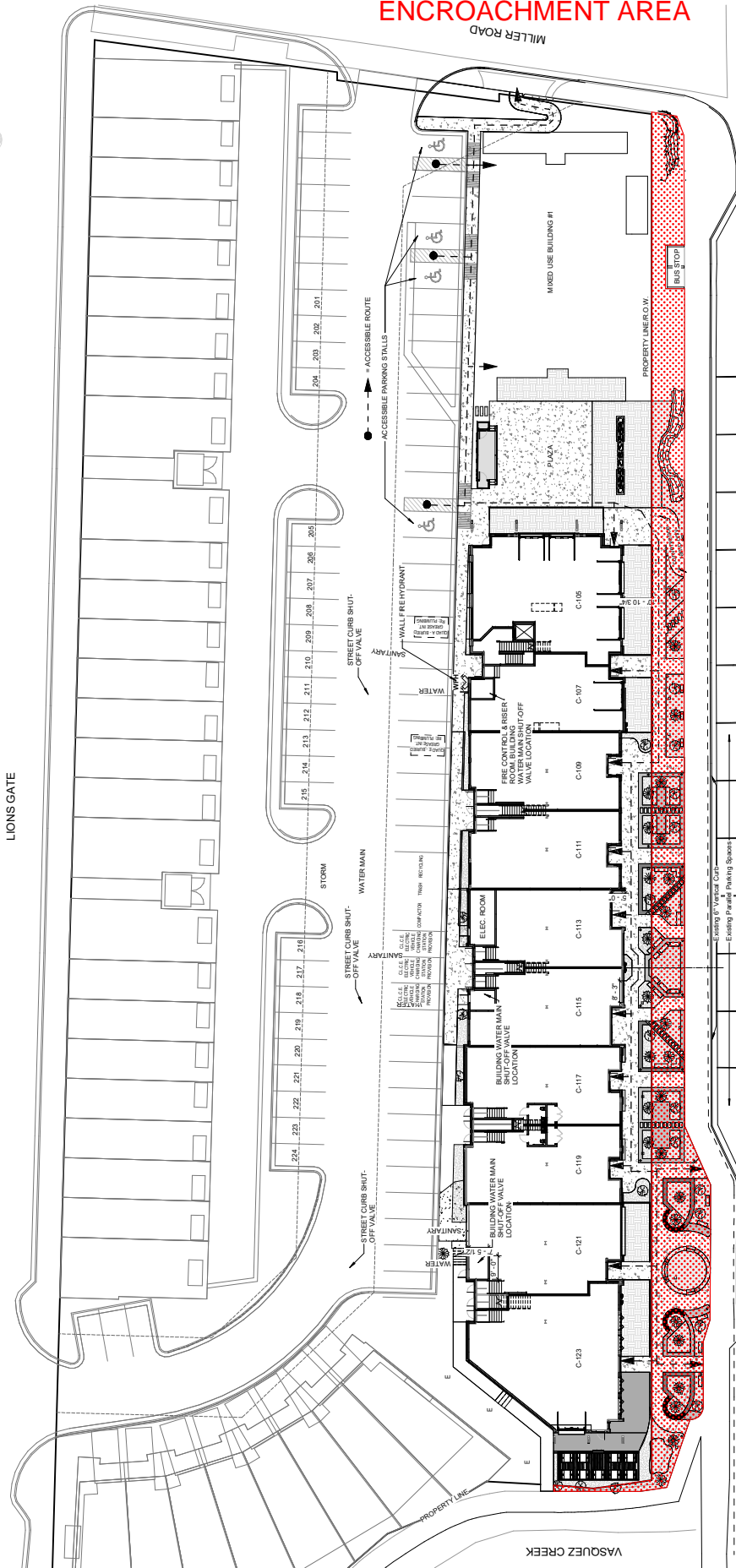
To Licensee: Arrow at Winter Park Mixed-Use Association, Inc.  
c/o Beaver Village Management  
P.O. Box 21,  
79050 US Highway 40, Suite 04  
Winter Park, CO 80482

## **SECTION 7. MISCELLANEOUS**

1. **Agreement Binding.** This Agreement shall inure to the benefit of and be binding upon the heirs, successors and assigns of the Parties hereto, subject to any other conditions and covenants contained herein. However, this Agreement is only transferable or assignable as provided herein.
2. **Notification Upon Sale.** Licensee shall promptly notify the Licensor upon entering into a contract to sell the Property.
3. **Applicable Law and Venue.** The laws of the State of Colorado and applicable federal, state and local laws, rules, regulations and guidelines shall govern this Agreement. Any action arising out of this Agreement shall be brought in a court of competent jurisdiction in Grand County, Colorado.
4. **Amendment.** This Agreement may not be amended except in writing by mutual agreement of the Parties, nor may rights be waived except by an instrument in writing signed by the party charged with such waiver.
5. **Headings.** The headings of the sections of this Agreement are inserted for reference purposes only and are not restrictive as to content.
6. **Assignment.** Licensee may not assign or transfer this Agreement, except upon the express written authorization of the Licensor. This Agreement does not transfer with the Property and shall automatically terminate upon any transfer of the Property, unless otherwise amended by the Parties.
7. **Integration.** This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.
8. **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.
9. **Warranty.** Licensor warrants that it has the full right and legal authority to make the grant of the License.
10. **No Merger.** It is the express intent of the Parties that the doctrine of merger shall not apply to this Agreement and there will be no merger of estate between the License granted by this Agreement and the Property.



# EXHIBIT 1 ENCROACHMENT AREA



 = ENCROACHMENT AREA

US HWY 40 (MAIN STREET)

ARROW AT WINTER PARK





## MEMO

**TO** Town Council  
**FROM** Charles McCarthy, Transit Manager  
**CC** Town Manager Keith Riesberg  
**DATE** January 21<sup>st</sup>, 2025  
**RE** Authorization of 5339(a) Transit Grant

### **Background:**

In April 2024, Town Staff applied to the 5339(a) Grant for the funding to purchase two new cutaway body-on-chassis (BOC) buses as the BOC buses the Town is currently utilizing have reached the end of their useful lives. In August 2024, Town Staff was notified the Town was awarded the \$319,492.00 it requested for the purchase of the two BOC buses. This grant comes with an 80/20 match requirement.

### **Analysis:**

The average age of the Town's BOC buses are approximately seven years. This falls two years beyond the FTA's recommended replacement schedule of five years for BOC buses.

The details of the cost associated with this purchase are as follows: Of the total cost (\$319,492) the majority (\$255,592) is encumbered by the 5339(a) grant with the Town being responsible for the local match requirement of 20% which equates to \$63,898 (or \$31,949.00/per bus). This funding has been identified in the 2025 Transit Budget. The resolution authorizes both the acceptance of the grant funds as well as the purchase of the new BOC buses. The Town will be purchasing these buses from Davey Coach, off the Washington State Cooperative Contract, in collaboration with the Colorado Department of Transportation.

**Recommendation:**

Staff recommends approval of Resolution 2204 authorizing the acceptance of the FTA 5339(a) grant in the amount of \$319,492.00 and the purchase of two BOC buses utilizing FTA 5339(a) funding.

Should the Town Council wish to approve Resolution 2204, the following motion should be made:

I move to approve Resolution 2204 authorizing the acceptance of the FTA 5339(a) grant in the amount of \$319,492.00 and the purchase of two BOC buses utilizing FTA 5339(a) funding.

Should the Town Council wish to deny Resolution 2204, the following motion should be made:

I move to deny Resolution 2204 authorizing the acceptance of the FTA 5339(a) grant in the amount of \$319,492.00 and the purchase of two BOC buses utilizing FTA 5339(a) funding.

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

TOWN OF WINTER PARK

RESOLUTION NO. 2204  
SERIES OF 2025

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE FTA 5339(a) GRANT AND AUTHORIZING THE PURCHASE OF TWO NEW BODY-ON-CHASSIS BUSES.

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

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

WHEREAS, the body-on-chassis buses currently utilized by The Lift for transit have surpassed their useful lives;

WHEREAS, the Town was awarded an FTA 5339(a) grant in the amount of \$319,492.00 with a local match percentage of 20% for the procurement of two new body-on-chassis buses; and

WHEREAS, Town staff has identified two body-on-chassis buses for purchase from Davey Coach; and is utilizing the Washington State Transit Agreement in cooperation with the Colorado Department of Transportation to purchase said vehicles;

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

Section 1. The Town Council approves the acceptance of the FTA 5339(a) Grant and authorizes the Town Manager to execute the corresponding Grant contracts.

Section 2: The Town Council hereby approves the purchase of two body-on-chassis buses and authorizes the use of capital funds to prepare the buses for operating as part of the Town's fleet.

APPROVED AND PASSED this 21<sup>st</sup> day of January, 2025 by a vote of \_\_\_\_\_ to \_\_\_\_\_.

TOWN OF WINTER PARK

\_\_\_\_\_  
Nick Kutumbos, Mayor

ATTEST:

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

## MEMO

**TO** Town Council

**FROM** Alisha Janes, Assistant Town Manager

**CC** Town Manager Keith Riesberg

**DATE** 1/17/2025

**RE** Reappointing a director to the Fraser River Valley Housing Partnership

### **BACKGROUND**

The Winter Park Town Council approved the IGA forming the Fraser River Valley Housing Partnership (FRVHP) on April 19<sup>th</sup>, 2022. The IGA outlines board membership for the new Housing Authority. The board will consist of 7 total members, with 4 appointed directors being named directly by the 4 participating governments and the remaining 3 directors being at-large positions.

### **ANALYSIS**

After an initial acceptance of open applications, Al Furlone was appointed to represent in Winter Park in 2022 by resolution 1978. The IGA forming the Fraser River Valley Housing Partnership called for an initial drawing to select two appointed directors to serve an initial two-year term to offset the turnover in appointed directors. Winter Park's director was selected for this initial two-year term which ends January 31, 2025. The initial board member is allowed to serve up to three four-year terms following the initial two-year term. As Al Furlone is currently serving in the appointed director role and wished to continue his service, the Town has not called for an open application for the role at this time.

The intergovernmental agreement forming the FRVHP calls for all board members to reside within Grand County. While the four appointed members representing the participating governments are not specifically required to reside within municipal boundaries, the IGA allows the participating communities discretion to decide the process and standards they wish to apply to select an appropriate representative. The IGA allows for the appointed representative to be an elected official, but it is not

required. Additionally, the appointing government has full discretion to fill vacancies in this role or terminate an appointed director at any time without cause.

**RECOMMENDATION:**

Staff recommends approval of resolution 2205 appointing a director to represent the Town of Winter Park on the Fraser River Valley Housing Partnership Board. The following motions should include the name of the director being appointed.

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

I move to approve Resolution 2205 appointing Al Furlone to represent the Town of Winter Park on the Fraser River Valley Housing Partnership Board

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

I move to deny Resolution 2205 appointing Al Furlone to represent the Town of Winter Park on the Fraser River Valley Housing Partnership Board

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

TOWN OF WINTER PARK

RESOLUTION NO. 2205

SERIES OF 2025

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WINTER PARK  
APPOINTING A DIRECTOR TO REPRESENT THE TOWN OF WINTER PARK ON THE  
FRASER RIVER VALLEY HOUSING PARTNERSHIP BOARD

WHEREAS, Winter Park, Fraser, Granby and Grand County recognize the benefits and advantages obtained by working together to establish and create a multijurisdictional housing authority to provide affordable housing projects or programs for local low or moderate income families and for employees of local employers;

WHEREAS, the Winter Park Town Council approved the intergovernmental agreement (IGA) forming the Fraser River Valley Housing Partnership by Resolution 1965, Series of 2022, to participate in the establishment of a multijurisdictional housing authority serving the interests of residents of Winter Park, Fraser, Granby and Grand County;

WHEREAS, the IGA calls for each participating government to appoint a director representing the jurisdiction to serve on the board directors of the Fraser River Valley Housing Partnership;

WHEREAS, Al Furlone was appointed by the Winter Park Town Council as a Fraser River Valley Housing Partnership Director in Resolution 1978, Series 2022; and

WHEREAS, the IGA forming the Fraser River Valley Housing Partnership calls for alternating terms for appointed directors with the term of the Winter Park Director expiring January 31, 2025.

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

1. The Town Council of the Town of Winter Park reappoints Al Furlone to a second term to represent the Town of Winter Park as an appointed director on the Fraser River Valley Housing Partnership Board.

PASSED, ADOPTED AND APPROVED this 21st day of January 2025.

TOWN OF WINTER PARK

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Nick Kutumbos, Mayor

ATTEST:

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Danielle Jardee, Town Clerk