WINTER PARK TOWN COUNCIL MEETING

Winter Park Town Hall 50 Vasquez Road
Tuesday, September 1, 2026 - 4:00 PM

AGENDA

1. Meeting Call to Order

2. Pledge of Allegiance

3. Roll Call of Council Members

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

4. Executive Sessions
   a. An executive session pursuant to C.R.S. § 24-6-402(4)(b) for a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions related to the ongoing dispute between the Town and VZF Group, LLC.
   b. An executive session pursuant to C.R.S. § 24-6-402(4)(e) to determine positions relative to, develop strategy for, and instruct negotiators regarding a potential economic development incentive agreement.

5. 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.

6. Consent Agenda

   6.a Approval of August 18, 2026 Regular Meeting Minutes
   Minutes 08.18.2026.pdf

   6.b Resolution 2348, a Resolution of the Town Council of the Town of Winter Park approving a Right of Way Easement Agreement with Mountain Parks Electric, Inc. on Lions Gate Drive
   TC Packet_R2348_20260901.pdf

   6.c Resolution 2349, a Resolution of the Town Council of the Town of Winter Park approving a Right of Way Easement Agreement with Mountain Parks Electric, Inc. on River Road
   TC Packet_R2349_20260901.pdf

7. Action Items

   7.a Public Hearing, Special Event Permits, Rocky Mountain Wine Festival, Church

Service, Community Awareness Hike, and Honk and Wave Protest
06a SPE Memo,Rocky Mtn Wine, Church, Community, Honk and Wave.pdf
06ai SPE Applications.pdf
06aii SPE Applications (2).pdf
06aiii SPE Application (3).pdf

7.b Public Hearing, Resolution 2347, A Resolution of the Town Council of the Town of Winter Park, Colorado, Approving and Authorizing Execution of an Establishing Agreement for the Winter Park Regional Transportation Authority, Pursuant to the Regional Transportation Authority Law, C.R.S. § 43-4-601, ET SEQ.
06b TownCouncil_Staff_Report_RTA_Establishing_Agreement Second Hearing.pdf
06bi Newspaper publication proof.pdf
06bii newspaper notice proof.pdf
04gi Resolution 2347.pdf
06biv RTA Establishment-A082726 FINAL.pdf
04giii RTA Map.pdf

7.c Resolution 2350, A Resolution of the Town Council of the Town of Winter Park Calling a Special Election for November 3, 2026, in Coordination with Grand County at its General Election, for a Portion of Town Registered Electors, Setting Ballot Questions Therefor, and Designating an Election Official for the Special Election
06c Staff_Report_RTA_Special_Election_Resolution_2350FINAL.pdf
06ci Resolution 2350.pdf

8. Town Manager's Report

9. Mayor's Report

10. Town Council Items for Discussion

Online Meeting Option

You are invited to a Zoom webinar.

When: September 1, 2026, 04:00 PM Mountain Time (US and Canada)

Topic: Town of Winter Park Meeting

Register in advance for this webinar:

https://us02web.zoom.us/webinar/register/WN_DWzbonYxRzOczSD94EVv3w

Minutes

DATE:	Tuesday, August 18, 2026 - 5:30 PM
MEETING:	Winter Park Town Council
PLACE:	Winter Park Town Hall 50 Vasquez Road
PRESENT:	Nick Kutrumbos, Jennifer Hughes, Jeremy Henn, Rebecca Kaufman, Michael Periolat, Art Ferrari, Robert Wright

Others Present: Town Manager Jon Peacock, Assistant Town Manager Alisha Janes, Town Attorney Hilary Graham, Town Attorney Patrick Wilson via Zoom (Executive Session Only), and Town Clerk Danielle Jardee

1. **Meeting Call to Order**

2. **Pledge of Allegiance**

3. **Roll Call of Council Members**

4. **Town Hall Meeting (Public Comment)**

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

Winter Park Resident Cliff Anderson stated concerns about debris encroaching in his lot from new development and Town snow removal operations.

5. **Consent Agenda**

Councilor Kaufman Moved and Councilor Henn seconded the motion to approve Consent Agenda. Motion Passed: 7 -0

5.a. Approval of August 4, 2026, Regular Meeting Minutes

Minutes 08.04.2026.pdf

6. **Action Items**

6.a. CONTINUED PUBLIC HEARING - Ordinance 648, An Ordinance of the Winter Park Town Council Amending the Town of Winter Park Unified Development Code, Title 7 of the Town Code of Winter Park, Regarding Flat Roof Definition, Height Text Correction, and Zero Lot Line Definition

Senior Planner Brian Kelly stated this is a continuation of the second reading and public hearing for Ordinance 648, this ordinance will address two definition changes, zero lot line and flat roofs, and a text amendment to be corrected to coincide with a figure in the Town's

UDC (Unified Development Code). The public hearing was continued. Natascha Drekonja, legal counsel for Bonanza Homes followed up on her previous comments from the August 4th Town Council meeting. Ms. Drekonja stated after hearing back from Town, wanted Council to confirm agreeance with the Town Attorney Hilary Graham's email that those changes to the UDC will not apply to Bonanza Homes current project in Roam if approving ordinance tonight. Town Attorney Hilary Graham stated you can agree with my email. Mr. Kelly stated this ordinance is only about definitions in the UDC has nothing to do with FDP (Final Development Plan) for Roam. The public hearing was closed.

04b TC_TEXT-ZLL_Hght_Flat_Roof_20260721_Staff_Report.pdf
04bi O648-2026_Text_Amendment-UDC_Refinement.pdf

Councilor Wright moved and Councilor Kaufman seconded the motion to Approve Ordinance 648, An Ordinance of the Winter Park Town Council Amending the Town of Winter Park Unified Development Code, Title 7 of the Town Code of Winter Park, Regarding Flat Roof Definition, Height Text Correction, and Zero Lot Line Definition. Motion Passed: 7-0

6.b. PUBLIC HEARING - Resolution 2342, A Resolution of the Town Council of the Town of Winter Park Approving the Final Plat for Rendezvous at Winter Park, Filing No. 2C

Community Development Director James Shockey stated this is a request for approval of final plat on approximately 4.6 acres land up in Rendezvous, 20 single family attached units. Mr. Shockey stated there are proposed trails within this property that will be built by Rendezvous and later dedicated to the Town. Mr. Shockey stated an administrative variance was granted related to access, because of the steepness of the site, the applicant requested a variance to limit the amount of grading that needed to be done, Town Engineer, Staff and Fire District agreed with analysis and granted the variance. Mr. Shockey stated in terms of RETA(Real Estate Transfer Assesment) and affordable housing, they do have a $2.00 square foot affordable housing fee they pay on new construction and a 1% general RETA that applies to this subdivision. Mr. Shockey stated Planning Commission recommended approval on August 11 and Staff recommend approval with seven conditions. A public hearing was held, no comments were received. The public hearing was closed.

TC_StfRpt_2026.0813.pdf
TC_Resolution_FINAL_2026.0813.pdf

Mayor Pro Tem Hughes moved and Councilor Periolat seconded the motion to Approve Resolution 2342, A Resolution of the Town Council of the Town of Winter Park Approving the Final Plat for Rendezvous at Winter Park, Filing No. 2C. Motion Passed: 7-0

6.c. Resolution 2343, A Resolution of the Town Council of the Town of Winter Park Approving a Declaration of Covenant Imposing a 0.5% Real Estate Transfer Assessment on Property Owned by 579 Lake Trail, LLC

Community Development Director James Shockey stated this is a follow-up to the final plat that was approved by Council at their July 21 meeting, in which a condition was that of a declaration of covenant be approved by Council. Mr. Shockey stated this covenant imposes a .5% RETA (Real Estate Transfer Assessment) in exchange for the $3.00 per square foot at

the time of building permit. Staff recommend approval of resolution and covenant that would be signed before recordation of final plat.
TC_FP-Bear Trail Homesites RETA_20260818 Staff Report.pdf R2343 with Covenant_20260818.pdf

Councilor Henn moved and Councilor Ferrari seconded the motion to Approve Resolution 2343, A Resolution of the Town Council of the Town of Winter Park Approving a Declaration of Covenant Imposing a 0.5% Real Estate Transfer Assessment on Property Owned by 579 Lake Trail, LLC. Motion Passed: 7-0

6.d. Resolution 2344, A Resolution of the Town Council of the Town of Winter Park, Colorado, Adopting the Town of Winter Park Emergency Operations Plan as a Municipal Annex to the Grand County Emergency Operations Plan; Adopting the Grand County Emergency Operations Plan by Reference; Authorizing the Mayor to Execute the Annex; and Authorizing Town Staff to Amend the Annex to Conform to Grand County's Updated Emergency Operations Plan

Town Manager Jon Peacock stated this is an issue that came up in my first couple weeks, the relationship between our emergency management planning and the County's emergency management planning. Mr. Peacock stated this plan is an annex to the County's Emergency Operation Management plan for issues that aren't addressed through the County, it also gives us a clearer escalation path to the County's incident command system and emergency operations center. Mr. Peacock stated this annex addresses authority and succession, declaration authority, town coordinating center, departmental responsibilities, etc. Mr. Peacock stated this resolution does ask for the authority to make amendments to the Town's plan as the County's plan is amended from time to time. Mr. Peacock stated the County is bringing a new Emergency Operations Plan forward in 2026. Mr. Peacock stated Staff recommend approval of this resolution, this doesn't necessarily prepare us for an emergency but gives us structure.
04d Cover Memo Winter Park EOP.pdf
04di Resolution 2344.pdf
04dii WinterPark_EOP_Annex_DRAFT_v5.pdf
04diii Grand County EOP 2023 Revised_20250826144035411 4.pdf

Councilor Kaufman moved and Councilor Ferrari seconded the motion to Approve Resolution 2344, A Resolution of the Town Council of the Town of Winter Park, Colorado, Adopting the Town of Winter Park Emergency Operations Plan as a Municipal Annex to the Grand County Emergency Operations Plan; Adopting the Grand County Emergency Operations Plan by Reference; Authorizing the Mayor to Execute the Annex; and Authorizing Town Staff to Amend the Annex to Conform to Grand County's Updated Emergency Operations Plan. Motion Passed: 7-0

6.e. Resolution 2345, A Resolution Approving a Contract for Municipal Advisory Services with Northland Securities, Inc. and Authorizing the Town Manager to Execute the Same

Town Manager Jon Peacock stated you have met Troy Bernberg at your previous meeting. Mr. Peacock stated Town would like to engage Mr. Bernberg as our municipal advisor, it is a different relationship than the URA (Urban Renewal Authority), in this case it is a fiduciary responsibility to work through future debt and financing issues that we see in concert with what is happening with the URA and TIF (Tax Increment Finance) district. Mr. Peacock

stated we will have a number of capital projects, new police station, potentially new town hall, and have some other capital needs hanging out there unfunded. Mr. Peacock stated Mr. Bernberg would be providing advice to us, and after being interviewed by Staff, Mr. Bernberg has the best experience and the cross knowledge of the URA that will be beneficial. Northland Securities, Inc.'s Troy Bernberg introduced himself and stated his experience.

04e MA Cover Memo.pdf
04ei Resolution 2345.pdf
04eii Town of Winter Park MA Agreement Final.pdf

Mayor Pro Tem Hughes moved and Councilor Ferrari seconded the motion to Approve Resolution 2345, A Resolution Approving a Contract for Municipal Advisory Services with Northland Securities, Inc. and Authorizing the Town Manager to Execute the Same. Motion Passed: 7-0

6.f. Resolution 2346, A Resolution Approving a Memorandum of Understanding with Grand County, the Town of Fraser, and the Grand Foundation Establishing the Grand County Childcare Strategic Investment Fund and Authorizing the Town's Contribution Thereto

Assistant Town Manager Alisha Janes stated this type of MOU (Memorandum of Understanding) is new to us, we haven't always had a specific MOU to spell out funding. Ms. Janes stated Grand County requested a specific MOU to document the initial funding investments from the the partners. Ms. Janes stated this MOU states what everyone is contributing in the first year, this is a 3-year pilot program, and is subject to annual appropriations. Ms. Janes stated everyone will do their best to budget appropriations for future years but there are no promises from funding partners. Ms. Janes stated she did include the MOU that the Grand Foundation is using with the childcare providers. Ms. Janes stated approving this resolution also allows us to pay the invoice from the Grand Foundation for the $100,000 dollars for the initial contribution. Ms. Janes stated there are two parts to this, the strategic investment fund, and the pilot program. Ms. Janes stated the pilot program is the first task for the fund, but the fund is not limited to just that activity, we anticipate the fund in the future could take on other roles and advance other childcare initiatives. Mayor Kutrumbos asked if Town of Fraser and the County have committed to funding. Ms. Janes stated we are the first to see this MOU but the other partners have committed.

Memo R2346 Strategic Childcare Investment Fund
MOU.docx R2346.docx
GCCSIF Funding Partners MOU.docx
Grand Foundation Childcare Provider MOU.docx

Mayor Pro Tem Hughes moved and Councilor Kaufman seconded the motion to Approve Resolution 2346, A Resolution Approving a Memorandum of Understanding with Grand County, the Town of Fraser, and the Grand Foundation Establishing the Grand County Childcare Strategic Investment Fund and Authorizing the Town's Contribution Thereto. Motion Passed: 7-0

6.g. PUBLIC HEARING - Resolution 2347, A Resolution of the Town Council of the Town of Winter Park, Colorado, Approving and Authorizing Execution of an Establishing Agreement for the Winter Park Regional Transportation Authority, Pursuant to the Regional Transportation

Authority Law, C.R.S. § 43-4-601, ET SEQ.

Foxberry Services, Strategic Advisor Sara Ott stated a quick summary of this agenda item. Ms. Ott stated this item has been years in the making which is an IGA (Intergovernmental Agreement) with Grand County, Cooper Creek Village Metro District #1 and the the Resort Development Area Metro District #1 to form the Winter Park RTA (Regional Transportation Authority). Ms. Ott stated the primary focus is to oversee design, construction, operations, and ongoing needs of an ATS (Aerial Transit System). Ms. Ott stated this agreement took some compromise to get it over the finish line, the purpose in the beginning of the RTA is focused on the ATS, there will be opportunities in the future, if voters approve formation of the RTA, for the RTA to be altered and expanded. Ms. Ott stated information about the governance structure, the metro districts are primary funders of capital cost and felt the need to stay on the board longer, the RTA has a seven member board for 10 years, and in year 10 and a day each metro district would drop a member so it would go to board of 5. Ms. Ott stated some actions of the Board will require super majority, that ensures simple majority is not ensuring critical decisions of the RTA Board. Ms. Ott stated the RTA boundaries are very focused in the Resort Area in the beginning, that is intentional based upon negotiations with parties in this agreement for getting formation across the finish line. Ms. Ott stated there are no tax questions being recommended at this time. Ms. Ott stated a reminder that this type of agreement is a forever agreements and it will take action to make it go away, she explains those actions. Ms. Ott stated if system is built and is no longer in the RTA's possession the first right of refusal for acquisition of the first leg of the ATS located at the Resort will go to the Resort or current Resort lease holder. Ms. Ott stated this is critical because if the ATS is not operating as a public transit system then it would revert to potential skier services. Ms. Ott stated if the ballot passes there will be a need within the next year for Town to advance funding commitment to the RTA and will be intertwined with the URA and its funding sources. Ms. Ott stated for this item you have to hold two public hearings, one now and one at your September 1 Council meeting, and there will be no action taken tonight. A public hearing was held, no comments were received. The public hearing is closed. The second public hearing will be September 1, 2026 at 5:30 p.m.

04g TownCouncil_Staff_Report_RTA_Establishing_Agreement.pdf
04gi Resolution 2347.pdf
04gii RTA Establishment-A081126 clean.pdf
04giii RTA Map.pdf

7. Town Manager's Report

Town Manager Jon Peacock stated budget season for 2027 has begun and Staff will be talking about it the next couple months. Mr. Peacock stated a general timeline of the budget that will need Council's action.

8. Mayor's Report

Nothing to report.

9. Town Council Items for Discussion

Mayor Pro Tem Jennifer Hughes stated Officer Blankers was the first person to arrive to a pedestrian incident and he did a great job. Mayor Pro Tem Hughes stated she would like to talk with Staff about traffic control on Vasquez.

Councilor Rebecca Kaufman stated we had a NWTPR (North West Transportation Planning Region) meeting and she addressed our regional person about a pedestrian crosswalk that Staff are concerned about near Beaver Village due to speeds.

10. Executive Session

a. An executive session pursuant to C.R.S. § 24-6-402(4)(b) for a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions related to the ongoing dispute between the Town and VZF Group, LLC.

Councilor Wright Moved and Councilor Henn seconded the motion to approve going into An executive session pursuant to C.R.S. § 24-6-402(4)(b) for a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions related to the ongoing dispute between the Town and VZF Group, LLC. . Motion Passed: 7 -0

Executive Session Concluded at 6:40 p.m.

There being no further business to discuss, upon a motion regularly adopted, the meeting was adjourned at 6:41 p.m.

The next scheduled meeting of the Town Council will be Tuesday, September 1, 2026 at 5:30 p.m.

_____

Danielle Jardee, Town Clerk

TOWN OF WINTER PARK
RESOLUTION NO. 2348
SERIES OF 2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WINTER PARK APPROVING A RIGHT OF WAY EASEMENT AGREEMENT WITH MOUNTAIN PARKS ELECTRIC, INC. ON LIONS GATE DRIVE

WHEREAS, the Town has agreed to grant Mountain Parks Electric, Inc. ("MPEI") a non-perpetual exclusive easement for the purpose of placing utility lines underground on Lions Gate Drive, subject to and in conformance with the terms of the right of way easement agreement (the "Easement 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 Easement Agreement by and between the Town and MPEI 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 _____ 2026.

TOWN OF WINTER PARK

_____
Nick Kutrumbos, Mayor

ATTEST:

_____
Danielle Jardee, Town Clerk

Exhibit A

RIGHT OF WAY EASEMENT AGREEMENT

THIS RIGHT OF WAY EASEMENT AGREEMENT (the "**Agreement**") is made this _____day of _____, 2026 (the "**Effective Date**") by and between Mountain Parks Electric, Inc. ("**MPEI**"), a Colorado cooperative corporation with a legal address of P.O. Box 170, Granby, Colorado 80446, and the Town of Winter Park, a Colorado home rule municipality with a legal address of P.O. Box 3327, 50 Vasquez Road, Winter Park, Colorado 80482 (the "**Town**") (each a "Party" and collectively the "Parties").

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

WHEREAS, the Town desires to grant MPEI a right of way easement on the Property for the purposes of placing a new underground electric utility line, as depicted in **Exhibit A** (the "Easement"); and

WHEREAS, if a franchise agreement is entered into between the Parties, this Agreement shall be replaced, and the grant of this Easement shall be revoked.

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

1. Grant of Easement. The Town hereby grants and conveys to MPEI the Easement for the purposes of erecting, constructing, re-constructing, replacing, altering, extending, up rating, upgrading, removing, operating, accessing, inspecting, repairing, maintaining and retiring over, under, and across the Property either above or below the ground level, or both, and in, over, and under all bridges, streets, roads and highways thereon or abutting said lands, an electric supply/communication line or system, both for transmission and for distribution, and/or telecommunication lines, including poles, cross-arms, wires, cables, equipment, fixtures and systems for the transmission or provision of commercial and non-commercial electric and/or telecommunications and fiber optic services (including the transmission of voice, video, and data signals and the transfer of shared use of dark fiber strands), all as MPEI shall find necessary and deem advisable, and at the option of MPEI, to remove and trim trees and shrubbery within the easement, and to cut and trim from time to time all dead, weak, leaning or dangerous trees, on or adjacent to the easement, that are tall enough to strike any part of the line or system in fallings and to permit access at all times to the lines for all of the purposes enumerated in this Easement. In addition, this Easement grants to MPEI the ability to construct, re-construct, replace, inspect, and make such repairs, changes, alterations, improvements, removal from, substitutions and additions to facilities located within the Easement as the MPEI may from time to time deem advisable, including the right to replace any above ground facilities with underground facilities used for the same or similar purposes and to reconstruct, replace, remove, maintain, and upgrade such underground facilities.

2. Non-Exclusive Easement. The Easement is non-exclusive and temporary in nature, until such time as the Parties enter into a franchise agreement. MPEI and its employees, licensees, invitees, agents, contractors, sub-contractors, and work personnel (collectively with MPEI, "MPEI Parties") may use the Easement for all purposes consistent with this Agreement, including the right until the Easement is terminated as provided below.

3. Requirements. As part of the Town granting the Easement to MPEI, the Parties agree that MPEI shall clean, remediate, cure, repair and correct any damage to the surface of the Property caused by MPEI. The Parties further agree that: (1) no buildings, structures, surface changes (fill or cut) in excess of six inches, or other obstructions will be erected or permitted within ten feet of any conductor, measured horizontally; and (2) no buildings, structures, surface changes of any kind in excess of six inches, or other obstructions shall be erected or permitted outside of ten feet if same shall interfere with or prevent access to the said line or will be so close to the line as to create a hazard, or to violate the clearances specified in the National Electrical Safety Code or as required by MPEI. The Parties agree all equipment and facilities on MPEI's side of the point of delivery shall remain the property of MPEI.

4. Indemnification. MPEI shall defend, indemnify and hold the Town and its affiliated or related companies harmless from and against any and all liability for injury, damage, cost, loss and expense (including reasonable attorneys' fees and expenses) resulting from, arising out of, or in any way connected with MPEI's entry onto the Town Property and any activities conducted thereon by MPEI and MPEI's Parties employees, licensees, invitees, agents, contractors, sub-contractors, whether such injury or damage is sustained by MPEI, the Town or any third party, except to the extent caused by the negligence, intentional acts or breach of this Agreement by the Town or any employees, licensees, invitees, agents, contractors or sub-contractors thereof. The provisions of this Paragraph 4 shall survive termination of this Agreement.

5. Insurance. During the term of this Agreement, MPEI agrees to continuously maintain commercial general liability insurance, with liability limits not less than $1,000,000.00 per occurrence, $2,000,000.00 aggregate. Coverage shall insure against all liability of MPEI arising out of or in connection with the entry onto the Property and/or any activities conducted thereon by MPEI and the MPEI Parties. All insurance policies shall complement and supplement the indemnification provisions of this Agreement. The policy, or policies, shall: (i) name "its successors and assigns" as additional insureds; (ii) be issued by an insurance company that is reasonably acceptable to the Town; and (iii) provide that the insurance coverage shall not be cancelled, nor shall there be any change in the scope, or decrease in the amount or coverage without a minimum of ten (10) days prior written notice to the Town. Upon request, MPEI shall provide the Town with evidence of such insurance.

6. Duration of the Easement. The Easement shall automatically terminate on the effective date of a franchise agreement that may be entered into by the Parties. Promptly following the termination of the Easement consistent with the foregoing, if requested by the Town, MPEI shall execute and deliver to the Town a written termination of this Easement in a form reasonably acceptable to the Town, to be filed of record in the real property records of Grand County, Colorado.

7. Notices. Any notice or demand made by a Party under the terms of this Agreement shall be in writing and shall be sent only by the following methods: personal delivery; United States Mail (first-class, certified, return-receipt requested, postage prepaid); or delivery by a national, overnight courier service which keeps records of deliveries (such as, by way of example but not limitation, Fed Ex, UPS and DHL). For purposes of giving notice hereunder, the respective addresses of the parties are, until changed as hereinafter provided, the following:

The Town:	Town of Winter Park 50 Vasquez Road, PO Box 3327 Winter Park, Colorado 80482 Attn: Keith Reisberg
AWPI:	Mountain Parks Electric, Inc. P.O. Box 170 Granby, Colorado 80446 Attn: Randy Mayeaux

Any Party may change its address at any time by giving written notice of such change to the other Party in the manner provided herein. Counsel for a Party may give notice for that Party with the same force and effect as if given by the Party. All notices shall be deemed given on the date of personal delivery, or if mailed by certified mail, on the delivery date or attempted delivery date shown on the return-receipt, or if sent by overnight delivery, on the date delivered.

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

9. Further Assurance. The Parties agree to execute and deliver, or shall otherwise cause to be executed and delivered, from time to time, such further instruments, notices and other documents and do such other and further acts and things as may be reasonably necessary to more fully and effectively consummate the transactions contemplated herein, as the other Party reasonably may request, all without further consideration.

10. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado and any legal action concerning the provisions hereof shall be brought in Grand County, Colorado. In its use of the Easement, MPEI shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a hazardous material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a hazardous material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq.; the Clean Water Act, 33 U.S.C. § 1251, et seq.; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health

Act; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

11. 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.

12. No Partnership. This Agreement shall not be construed to constitute any form of partnership or joint venture between the Town and MPEI.

13. Warranty. The Town warrants that it has the full right and legal authority to make the grant of the Easement.

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

15. Recordation. Except as otherwise expressly provided herein, all provisions of this Agreement, including the benefits, burdens and covenants, are intended to run with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties. The Town shall record this Agreement in a timely fashion in the official records of Grand County and may re-record it at any time as may be required to preserve its rights in this Agreement.

16. 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 Easement granted by this Agreement and the Property.

17. 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.

18. 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.

19. 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.

[SIGNATURES FOLLOW]

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

THE TOWN:

Town of Winter Park, Colorado

By: _____
Nick Kutrumbos, Mayor

ATTEST:

_____
Danielle Jardee, Town Clerk

MPEI:

Mountain Parks Electric, Inc., a Colorado cooperative corporation

By: Mountain Parks Electric, Inc., a Colorado cooperative corporation

By: _____

Printed Name: _____

Its: _____

STATE OF COLORADO)
)ss.
COUNTY OF)

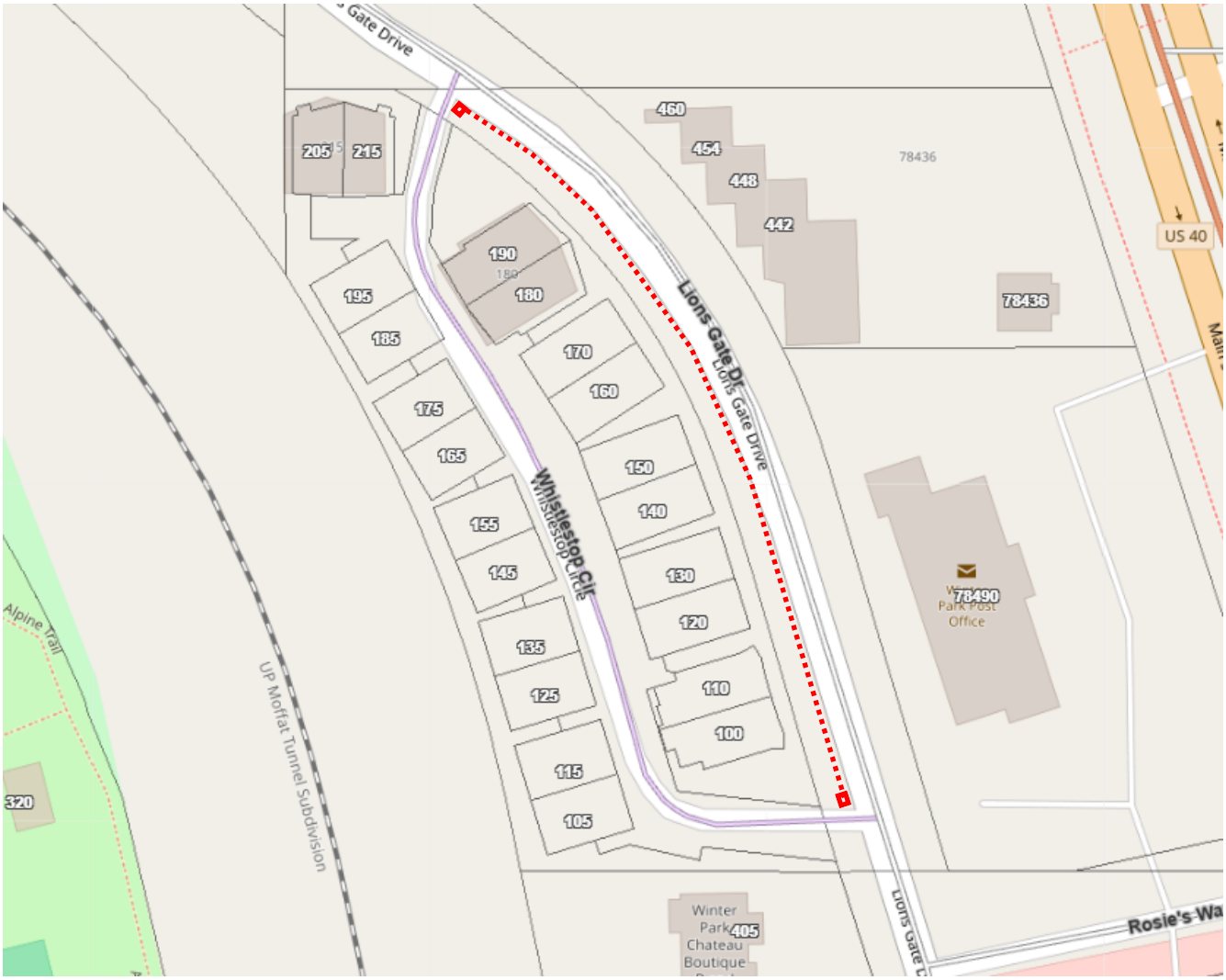
The foregoing instrument was acknowledged before me this ___ day of _____, 2026, by _____, as _____ of Mountain Parks Electric, Inc., a Colorado cooperative corporation.

WITNESS my hand and official seal.

_____
Notary Public

My Commission Expires: _____

Exhibit for
Town of Winter Park
Easement



TOWN OF WINTER PARK
RESOLUTION NO. 2349
SERIES OF 2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WINTER PARK APPROVING A RIGHT OF WAY EASEMENT AGREEMENT WITH MOUNTAIN PARKS ELECTRIC, INC. ON RIVER ROAD

WHEREAS, the Town has agreed to grant Mountain Parks Electric, Inc. ("MPEI") a non-perpetual exclusive easement for the purpose of placing utility lines underground on River Road, subject to and in conformance with the terms of the right of way easement agreement (the "Easement 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 Easement Agreement by and between the Town and MPEI 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 _____ 2026.

TOWN OF WINTER PARK

_____
Nick Kutrumbos, Mayor

ATTEST:

_____
Danielle Jardee, Town Clerk

RIGHT OF WAY EASEMENT AGREEMENT

THIS RIGHT OF WAY EASEMENT AGREEMENT (the "**Agreement**") is made this _____day of _____, 2026 (the "**Effective Date**") by and between Mountain Parks Electric, Inc. ("**MPEI**"), a Colorado cooperative corporation with a legal address of P.O. Box 170, Granby, Colorado 80446, and the Town of Winter Park, a Colorado home rule municipality with a legal address of P.O. Box 3327, 50 Vasquez Road, Winter Park, Colorado 80482 (the "**Town**") (each a "Party" and collectively the "Parties").

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

WHEREAS, the Town desires to grant MPEI a right of way easement on the Property for the purposes of placing a new underground electric utility line, as depicted in **Exhibit A** (the "Easement"); and

WHEREAS, if a franchise agreement is entered into between the Parties, this Agreement shall be replaced, and the grant of this Easement shall be revoked.

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

1. Grant of Easement. The Town hereby grants and conveys to MPEI the Easement for the purposes of erecting, constructing, re-constructing, replacing, altering, extending, up rating, upgrading, removing, operating, accessing, inspecting, repairing, maintaining and retiring over, under, and across the Property either above or below the ground level, or both, and in, over, and under all bridges, streets, roads and highways thereon or abutting said lands, an electric supply/communication line or system, both for transmission and for distribution, and/or telecommunication lines, including poles, cross-arms, wires, cables, equipment, fixtures and systems for the transmission or provision of commercial and non-commercial electric and/or telecommunications and fiber optic services (including the transmission of voice, video, and data signals and the transfer of shared use of dark fiber strands), all as MPEI shall find necessary and deem advisable, and at the option of MPEI, to remove and trim trees and shrubbery within the easement, and to cut and trim from time to time all dead, weak, leaning or dangerous trees, on or adjacent to the easement, that are tall enough to strike any part of the line or system in fallings and to permit access at all times to the lines for all of the purposes enumerated in this Easement. In addition, this Easement grants to MPEI the ability to construct, re-construct, replace, inspect, and make such repairs, changes, alterations, improvements, removal from, substitutions and additions to facilities located within the Easement as the MPEI may from time to time deem advisable, including the right to replace any above ground facilities with underground facilities used for the same or similar purposes and to reconstruct, replace, remove, maintain, and upgrade such underground facilities.

2. Non-Exclusive Easement. The Easement is non-exclusive and temporary in nature, until such time as the Parties enter into a franchise agreement. MPEI and its employees, licensees, invitees, agents, contractors, sub-contractors, and work personnel (collectively with MPEI, "MPEI Parties") may use the Easement for all purposes consistent with this Agreement, including the right until the Easement is terminated as provided below.

3. Requirements. As part of the Town granting the Easement to MPEI, the Parties agree that MPEI shall clean, remediate, cure, repair and correct any damage to the surface of the Property caused by MPEI. The Parties further agree that: (1) no buildings, structures, surface changes (fill or cut) in excess of six inches, or other obstructions will be erected or permitted within ten feet of any conductor, measured horizontally; and (2) no buildings, structures, surface changes of any kind in excess of six inches, or other obstructions shall be erected or permitted outside of ten feet if same shall interfere with or prevent access to the said line or will be so close to the line as to create a hazard, or to violate the clearances specified in the National Electrical Safety Code or as required by MPEI. The Parties agree all equipment and facilities on MPEI's side of the point of delivery shall remain the property of MPEI.

4. Indemnification. MPEI shall defend, indemnify and hold the Town and its affiliated or related companies harmless from and against any and all liability for injury, damage, cost, loss and expense (including reasonable attorneys' fees and expenses) resulting from, arising out of, or in any way connected with MPEI's entry onto the Town Property and any activities conducted thereon by MPEI and MPEI's Parties employees, licensees, invitees, agents, contractors, sub-contractors, whether such injury or damage is sustained by MPEI, the Town or any third party, except to the extent caused by the negligence, intentional acts or breach of this Agreement by the Town or any employees, licensees, invitees, agents, contractors or sub-contractors thereof. The provisions of this Paragraph 4 shall survive termination of this Agreement.

5. Insurance. During the term of this Agreement, MPEI agrees to continuously maintain commercial general liability insurance, with liability limits not less than $1,000,000.00 per occurrence, $2,000,000.00 aggregate. Coverage shall insure against all liability of MPEI arising out of or in connection with the entry onto the Property and/or any activities conducted thereon by MPEI and the MPEI Parties. All insurance policies shall complement and supplement the indemnification provisions of this Agreement. The policy, or policies, shall: (i) name "its successors and assigns" as additional insureds; (ii) be issued by an insurance company that is reasonably acceptable to the Town; and (iii) provide that the insurance coverage shall not be cancelled, nor shall there be any change in the scope, or decrease in the amount or coverage without a minimum of ten (10) days prior written notice to the Town. Upon request, MPEI shall provide the Town with evidence of such insurance.

6. Duration of the Easement. The Easement shall automatically terminate on the effective date of a franchise agreement that may be entered into by the Parties. Promptly following the termination of the Easement consistent with the foregoing, if requested by the Town, MPEI shall execute and deliver to the Town a written termination of this Easement in a form reasonably acceptable to the Town, to be filed of record in the real property records of Grand County, Colorado.

7. Notices. Any notice or demand made by a Party under the terms of this Agreement shall be in writing and shall be sent only by the following methods: personal delivery; United States Mail (first-class, certified, return-receipt requested, postage prepaid); or delivery by a national, overnight courier service which keeps records of deliveries (such as, by way of example but not limitation, Fed Ex, UPS and DHL). For purposes of giving notice hereunder, the respective addresses of the parties are, until changed as hereinafter provided, the following:

The Town:	Town of Winter Park 50 Vasquez Road, PO Box 3327 Winter Park, Colorado 80482 Attn: Keith Reisberg
AWPI:	Mountain Parks Electric, Inc. P.O. Box 170 Granby, Colorado 80446 Attn: Tyler See

Any Party may change its address at any time by giving written notice of such change to the other Party in the manner provided herein. Counsel for a Party may give notice for that Party with the same force and effect as if given by the Party. All notices shall be deemed given on the date of personal delivery, or if mailed by certified mail, on the delivery date or attempted delivery date shown on the return-receipt, or if sent by overnight delivery, on the date delivered.

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

9. Further Assurance. The Parties agree to execute and deliver, or shall otherwise cause to be executed and delivered, from time to time, such further instruments, notices and other documents and do such other and further acts and things as may be reasonably necessary to more fully and effectively consummate the transactions contemplated herein, as the other Party reasonably may request, all without further consideration.

10. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado and any legal action concerning the provisions hereof shall be brought in Grand County, Colorado. In its use of the Easement, MPEI shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a hazardous material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a hazardous material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq.; the Clean Water Act, 33 U.S.C. § 1251, et seq.; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health

Act; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

11. 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.

12. No Partnership. This Agreement shall not be construed to constitute any form of partnership or joint venture between the Town and MPEI.

13. Warranty. The Town warrants that it has the full right and legal authority to make the grant of the Easement.

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

15. Recordation. Except as otherwise expressly provided herein, all provisions of this Agreement, including the benefits, burdens and covenants, are intended to run with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties. The Town shall record this Agreement in a timely fashion in the official records of Grand County and may re-record it at any time as may be required to preserve its rights in this Agreement.

16. 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 Easement granted by this Agreement and the Property.

17. 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.

18. 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.

19. 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.

[SIGNATURES FOLLOW]

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

THE TOWN:

Town of Winter Park, Colorado

By: _____
Nick Kutrumbos, Mayor

ATTEST:

_____
Danielle Jardee, Town Clerk

MPEI:

Mountain Parks Electric, Inc., a Colorado cooperative corporation

By: Mountain Parks Electric, Inc., a Colorado cooperative corporation

By: _____

Printed Name: _____

Its: _____

STATE OF COLORADO)
)ss.
COUNTY OF)

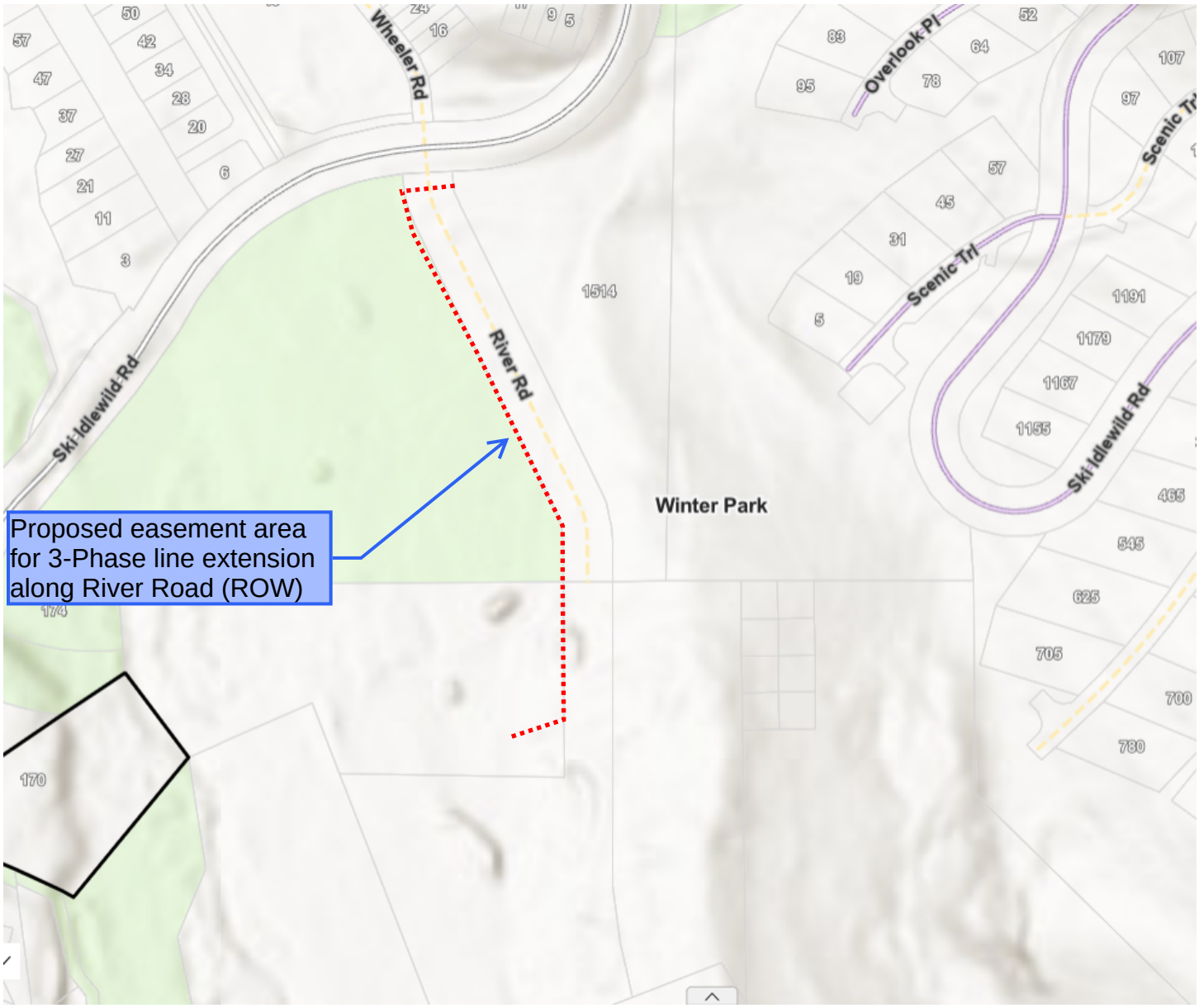
The foregoing instrument was acknowledged before me this ___ day of _____, 2026, by _____, as_____ of Mountain Parks Electric, Inc., a Colorado cooperative corporation.

WITNESS my hand and official seal.

_____
Notary Public

My Commission Expires: _____

Exhibit for
Town of Winter Park
Parcel



TOWN OF WINTER PARK
TOWN COUNCIL
September 1, 2026

SPECIAL EVENT PERMITS –PUBLIC HEARING

Applicants:
1. **Winter Park Resort, Kat Estep**
2. **Casa de Avivamiento Para Las Naciones, Alex Sanchez**
3. **Middle Park Health, Evea Mckogg**
4. **Grand County Indivisibles, Glenda Ready**

Staff Contact: Dani Jardee, Town Clerk

Event Descriptions:

Winter Park Resort located at Winter Park Resort:

1. Rocky Mountain Wine Festival, September 19 from 1 p.m. – 4 p.m.

Casa de Avivamiento Para las Naciones located at Hideaway Park:

1. Church Service, September 5 from 3:00 p.m. – 8:00 p.m.

Middle Park Health start and end located at Hideaway Park:

1. Community Awareness Hike, September 19 from 9:00 a.m. - noon

Grand County Indivisibles located at the corner of Hwy 40 and Vasquez Rd.:

1. Honk and Wave peaceful protest, September 6 from 4 p.m. – 6 p.m.

Staff Comments: The Special Event Permit applications were received, reviewed, and approved by Town staff. Notifications of the Public Hearing for Winter Park Resort, Casa de Avivamiento, and Middle Park Health were published in the Sky Hi News and in the Middle Park Times on August 19, 2026. Grand County Indivisibles notice of public hearing was published in the Sky Hi News and the Middle Park Times on August 26, 2026. No comments have been received.

Attachments: Applications, Maps, Operation Plans

Staff Recommendation

Staff recommend the Town Council grant the Special Event Permits for the four applicants listed above.

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 Road Winter Park, CO 80482

Contact Name: Kat Estep Contact Number: [redacted]

Contact Email: [redacted]

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

Address of Special Event: Winter Park Resort Base and Village

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

Exact dates and times of the event:

September 19, 2026

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

To drive revenue to Winter Park Resort, benefiting our destination guests and locals who participate in our events.

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

Winter Park Resort

Number of expected attendees: approx 800

Describe the premises where the event will take place:

The park side (resort) base and village.

What type of security will be provided? off-duty Winter Park Police officers as available, and on-site security

Number of security personnel: 4 How will they be identified? Security Uniforms

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

Alcohol barrier signage and snow fencing around concert area

What type of entertainment will be provided at the event?

Live music, wine samples, craft market vendors

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)?

Standard F&B Operations - bartenders checking IDs. Attendees will receive a wine sample glass and wristband if they are 21+

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

Winter Park Resort event staff, Winter Park Resort Security, F&B tips certified staff

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

Standard WPR F&B operations + specialty beer and food samples

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?

Print Posters, Median Sign, Social Media, Website, Email

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.

Kat Estep — Applicant's Signature

8/7/2026 — Date

[redacted] — Applicant's Email Address

PO BOX 2531 Fraser, CO 80442 — Applicant's Mailing Address

85 Parsenn Rd, Winter Park, CO 80482 — Applicant's Physical Address

[redacted] — Applicant's Main Phone Number

Applicant's Alternate Phone Number

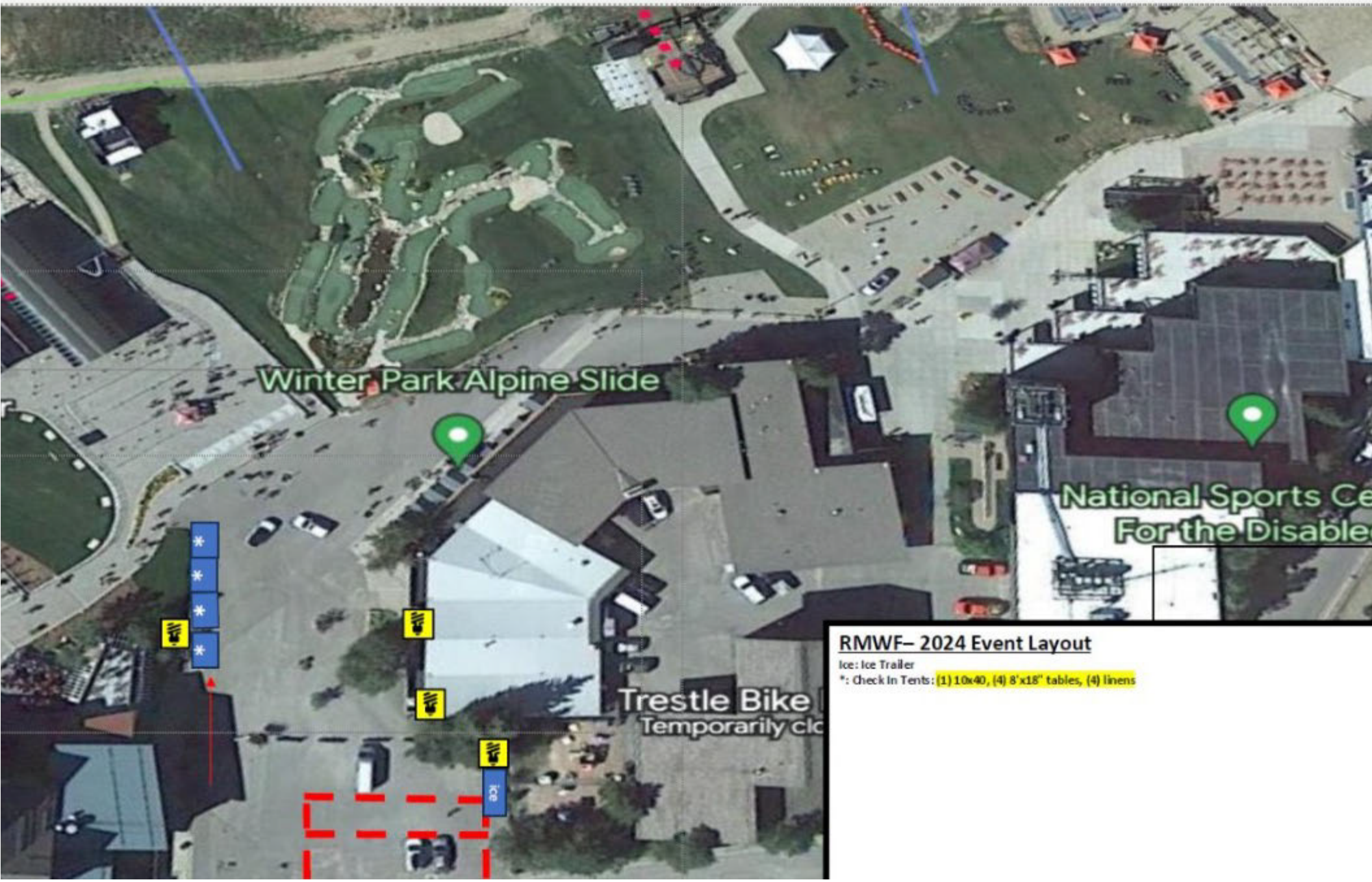
STATE OF COLORADO
COUNTY OF GRAND
TOWN OF WINTER PARK

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

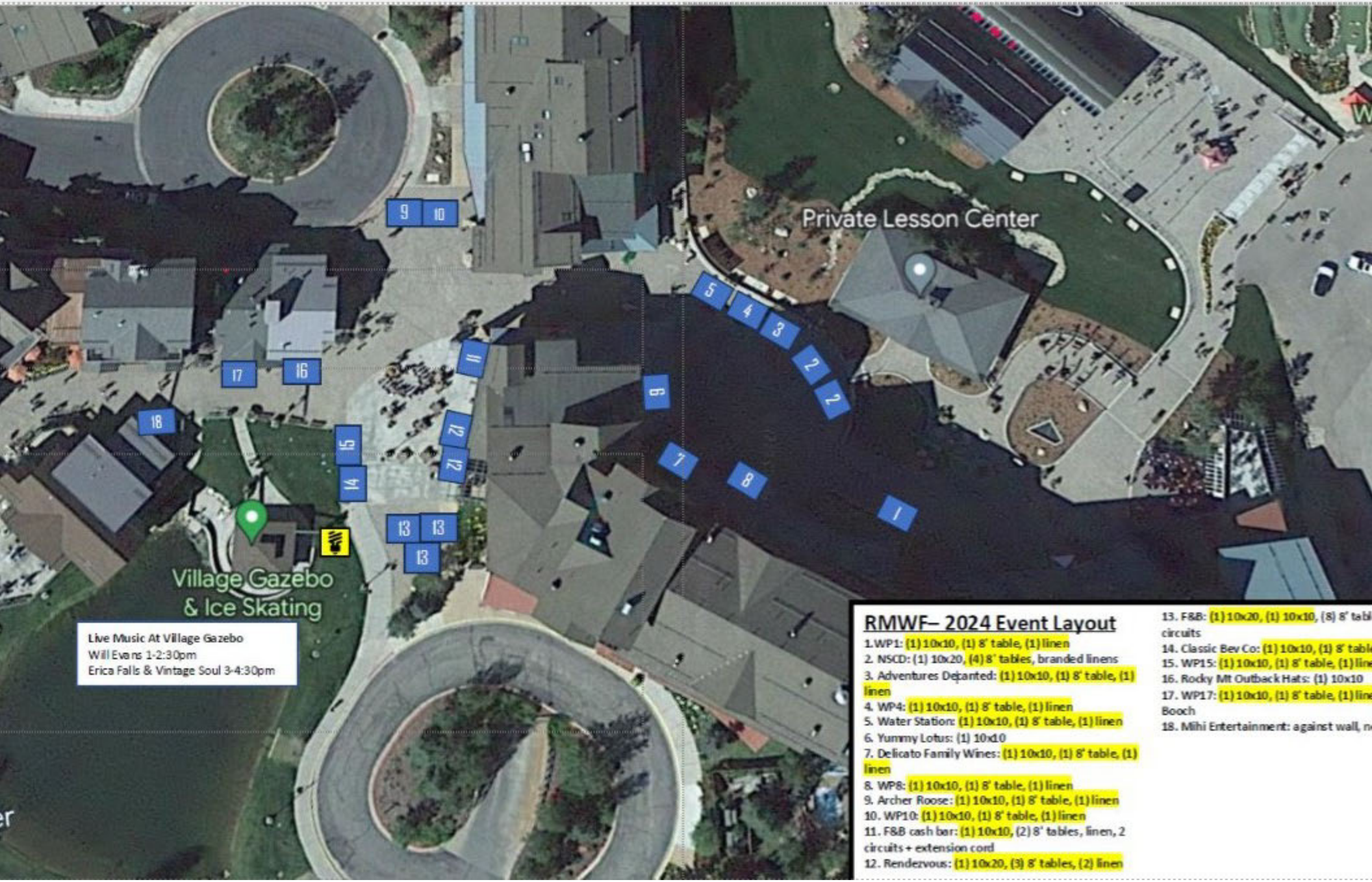
Witness my head and official seal:

Notary Public

My commission expires


Winter Park Alpine Slide
National Sports Ce
For the Disable
Trestle Bike
Temporarily cl
RMWF– 2024 Event Layout
Ice: Ice Trailer
*: Check In Tents: (1) 10x40, (4) 8'x18" tables, (4) linens


2024 Event Layout
x10, (1) 8' table, (1) linen
x10, (1) 8' table, (1) linen
x10, (1) 8' table, (1) linen
x10, (2) 8'x18" table, (1) linen
x10, (2) 8'x18" table, (1) linen
x10, (2) 8'x18" table, (1) linen
all
25
23
24
22
21
19
20
Fraser River
Fraser River


Private Lesson Center
Village Gazebo
& Ice Skating
Live Music At Village Gazebo
Will Evans 1-2:30pm
Erica Falls & Vintage Soul 3-4:30pm
RMWF– 2024 Event Layout
1. WP1: (1) 10x10, (1) 8' table, (1) linen
2. NSCD: (1) 10x20, (4) 8' tables, branded linens
3. Adventures Decanted: (1) 10x10, (1) 8' table, (1) linen
4. WP4: (1) 10x10, (1) 8' table, (1) linen
5. Water Station: (1) 10x10, (1) 8' table, (1) linen
6. Yummy Lotus: (1) 10x10
7. Delicato Family Wines: (1) 10x10, (1) 8' table, (1) linen
8. WP8: (1) 10x10, (1) 8' table, (1) linen
9. Archer Roose: (1) 10x10, (1) 8' table, (1) linen
10. WP10: (1) 10x10, (1) 8' table, (1) linen
11. F&B cash bar: (1) 10x10, (2) 8' tables, linen, 2 circuits + extension cord
12. Rendezvous: (1) 10x20, (3) 8' tables, (2) linen
13. F&B: (1) 10x20, (1) 10x10, (8) 8' tabl
circuits
14. Classic Bev Co: (1) 10x10, (1) 8' tabl
15. WP15: (1) 10x10, (1) 8' table, (1) lin
16. Rocky Mt Outback Hats: (1) 10x10
17. WP17: (1) 10x10, (1) 8' table, (1) lin
Booch
18. Mihi Entertainment: against wall, n

Winter Park Resort's WineFest - Security + Control Plan

Event Venue

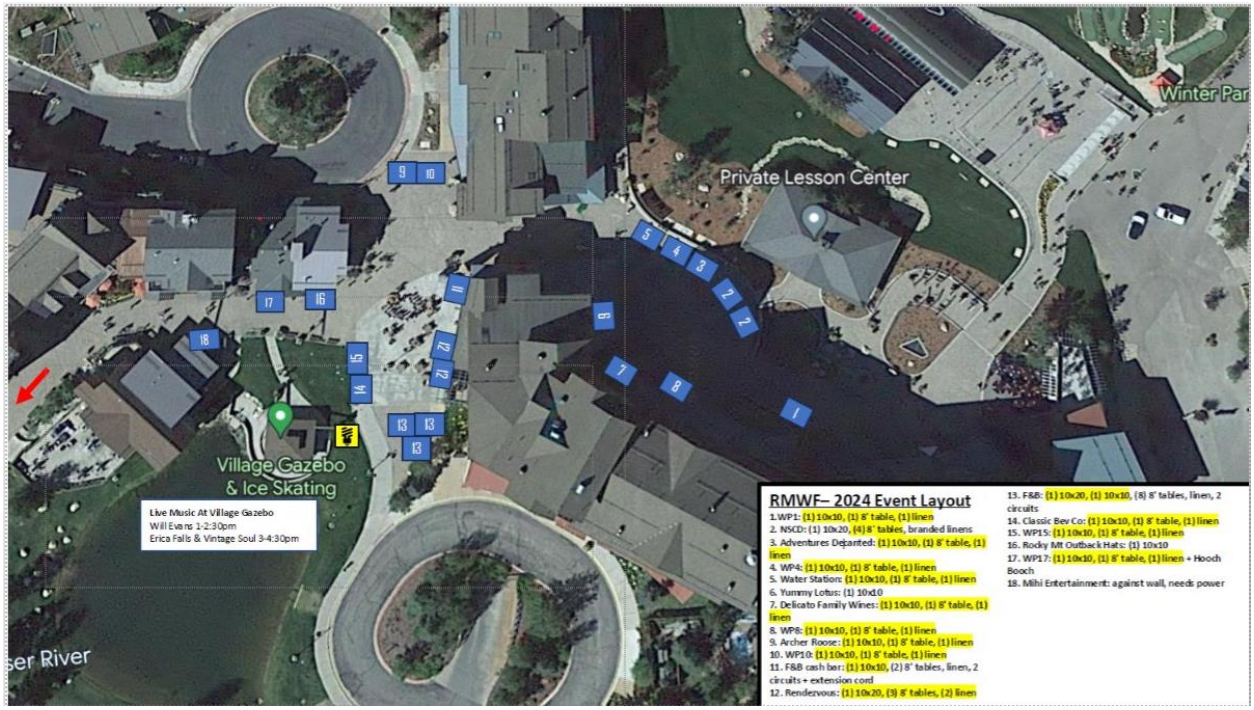
Address: 85 Parsenn Rd, Winter Park, CO 80482

Maps of the Venue – Please note these are last year's maps. Updated maps will be created with finalized vendors. Will update plan accordingly to accommodate adjustments.

Note: Registration is Entry and Exit Point #1



Note: Zephir Lodge Circle is Entry and Exit point #2



Note: Top of the Village is Entry and Exit point #3



Winter Park Events and Partnerships Contacts

- Event Lead: Kat Estep
    - Cell| [redacted]
    - Email| [redacted]
- Lead Assistant: Jeff Scott
    - Cell| [redacted]
    - Email| [redacted]
- Additional Contacts:
    - Olivia Kohnken – [redacted]
    - Liv Humphreys - [redacted]
- **Radio:** Zone 3, Channel 13 (marketing events)

Security

Winter Park Events Team and part-time staff will be managing alcohol distribution with ticket holders. Registration staff will be checking IDs of all participants, providing color coded wristbands to all who are 21+, and providing a wine cup. Additionally, will be communicating with and monitoring wine vendors that are distributing samples.

The ***Winter Park Events team and Security team*** will be working alongside each other during the event responding to any situation before, during, and after the event. Specifically aiming to monitor ticket holders and their behaviors while participating in RMWF. Making it a safe experience for everyone at the resort.

Additional personnel through ***Winter Park and Fraser Police Department for Off Duty Officers*** have been requested to be present at the event. Specifically requested (2) officers to be onsite. The Winter Park Resort Event team will conduct regular check-ins with assigned officers during the event.

We have three main ***Entry and Exit Points*** within this venue. Please see the maps above for points #1, #2, & #3. Event staff and Winter Park Resort grounds staff will have these areas fenced and signed with event “No Alcohol Beyond this Point”. In addition, the resort has permanent year-round “No Alcohol Beyond this Point” signage throughout the resort. During the event, event and security staff will be monitoring these areas.

DR 8420 (07/21/25)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Festival Permit Application

This permit is only available for the following license types:

- Beer and Wine license;
- Hotel and Restaurant license;
- Tavern license;
- Brew Pub license;
- Vintner's Restaurant license;
- Distillery Pub license;
- Manufacturer's license (beer, wine, or spirits);
- Wholesaler's license; or
- Limited Wineries

☐ Initial Application – $50.00 Processing Fee

☒ Subsequent Festival Application - $50.00 per festival (9 total allowed per **calendar year**, per permittee)

Note - An authorized participating licensee can participate in up to 52 festivals in a calendar year.

Legal Business Name
Intrawest WinterPark Restaurant Corp

Trade Name/DBA Name
West Portal Food & Beverage/Boxcar Deli

License Number	License Type	Sales Tax Number
41-25878-0001	Hotel & Restaurant / Optional (city)	[redacted]

Business Phone Number	Email Address
[redacted]	[redacted]

Premises Address
120 Parsenn Rd

City	State	ZIP Code
Winter Park	CO	80482

Mailing Address
85 Parsenn Rd

City	State	ZIP Code
Winter Park	CO	80482

Festival Location
Winter Park Resort

Date(s) of Festival
September 19, 2026

What are the hours of alcohol service during each festival date(s)? (1 festival can be no more than 72 hours)
1-4pm

Attach a copy of Premises Use Authorization Letter or Lease

Control Plan Attestation

I affirm that there are no Temporary Salesrooms at the festival's location, date, and time. Temporary Salesrooms on a festival's premises may result in the denial of the Festival Permit.

I affirm that I have attached a Security and Control plan that has been circulated and agreed upon by all participating licensees.

Applicant's Signature: Kat Estep

Date (MM/DD/YY): 8/12/26

Licensing Authority Signature

◯ Object ◯ Do Not Object

Local Licensing Authority Contact Name

Phone Number

List of participating businesses (Attach a separate sheet if needed)

Name

License Number

License Type

Person Responsible

Phone Number

Name

License Number

License Type

Person Responsible

Phone Number

Name

License Number

License Type

Person Responsible

Phone Number

Oath Of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also know that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer and Wine Code and Colorado Liquor Rules which affect my license or permit.

Signature

Kat Estep

Title

Events & Partnerships Coordinator

Date (MM/DD/YY)

8/12/26

Report And Approval of Local Licensing Authority (City/County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory.

Local Licensing Authority (City or County)

Date Notice was provided to Local Licensing Authority

Signature

Title

Date (MM/DD/YY)

During this festival alcohol will only be sold by the participating alcohol beverage holders (Check all that apply)

☒ In open containers for on-premises consumption

☐ In sealed containers for off-premises consumption

Notice To Local Licensing Authority

This application for a festival permit will be granted to the above named applicant unless any of the below listed conditions apply. If any of these conditions apply please contact the state licensing authority immediately.

☐ The applicant has not provided you with at least 30 calendar days notice of the proposed festival

☐ Past festivals have had a history of violation of the Colorado Liquor Code or Colorado Liquor Rules or violations of local ordinances

☐ If granted, this permit would result in violations of the Colorado Liquor Code or Colorado Liquor Rules, or the laws of the local government

If the Local Licensing Authority objects, provide a separate page with details of the objection.

Report of State Licensing Authority

Signature

Title

Date (MM/DD/YY)

TOWN OF winter park

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.

RENDEZVOUS EVENT CENTER

Name of Applicant: Casa de Avivamiento para las Naciones

Mailing Address of Applicant: 20100 E 32nd Pkwy #120.

Contact Name: Alex Sanchez. Contact Number: [redacted]

Contact Email: [redacted]

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

Address of Special Event: 78821 US-40 Winter Park, CO80242

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

Exact dates and times of the event:

9/5/2026 ~~12:00~~ 15:00 to ~~20:00~~ 20:00

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?

Casa de Avivamiento para las Naciones.

Number of expected attendees: 150.

Describe the premises where the event will take place:

Preaching the gospel.

What type of security will be provided? The Chief of police and Church Lead. volunteers.

Number of security personnel: 15 How will they be identified? Security Vest.

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?

Pray, worship, and preaching the Gospel.

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?

Volantier Chaplains

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

N/A.

Organization State Sales Tax Number: Tax Exemption ID #[redacted]

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?

Social Media.

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.

Alejandro Jones
Applicant's Signature

8/7/2026.
Date

[redacted]
Applicant's Email Address

20100 E 32nd Pkwy #120
Applicant's Mailing Address

20100 E 32nd Pkwy # 120
Applicant's Physical Address

[redacted]
Applicant's Main Phone Number

[redacted]
Applicant's Alternate Phone Number

STATE OF COLORADO
COUNTY OF GRAND
TOWN OF WINTER PARK

Subscribed and sworn to me this 7th day of August 2026

Witness my head and official seal:

Notary Public

02/09/2027
My commission expires

CARMEN YOHANA HERNANDEZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234005471
MY COMMISSION EXPIRES 02/09/2027

We will be there setting up around 12pm an the service will start at 3pm finishing up like 6pm but they will be a food truck coming after the service is done so maybe let’s say like we will be finishing around 9pm cleaning an everything

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: EveaMckogg

Mailing Address of Applicant: PO Box 2462 Granby CO 80446

Contact Name: Evea Mckogg Contact Number: [redacted]

Contact Email: [redacted]

Type of Special Event (i.e. fundraiser, concert): Community Awareness/Prevention

Address of Special Event: 78821 U.S. Hwy 40, Winter Park, CO 80482

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

Exact dates and times of the event:

9-19-26 9am-12pm

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

This is a community event/hike to spread awareness and prevention of suicide and remember those lost to suicide.

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

Hope foundation

Number of expected attendees: 100

Describe the premises where the event will take place:

The event will start in the grassy area at hideaway park and then participants will hike to the Fraser ponds and back.

What type of security will be provided? Police will be present

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?

Sidewalks

What type of entertainment will be provided at the event?

Bounce house, fire truck bucket rides.

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)?

NA

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

NA

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

Bagels, fruit and coffee

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 in the newpaper, radio, social media. The targeted recipients are the entire community and anyone affected by suicide.

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

[redacted]

Applicant's Email Address

Po Box 2462 Granby Co 80446

Applicant's Mailing Address

[redacted]

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

DO NOT WRITE BELOEW THE LINE – OFFICIAL USE ONLY

PLANNING DEPARTMENT

Conditions/Requirements

Signature Date

PUBLIC WORKS DEPARTMENT

Conditions/Requirements

Signature Date

POLICE DEPARTMENT

Conditions/Requirements

Signature Date

TOWN CLERK

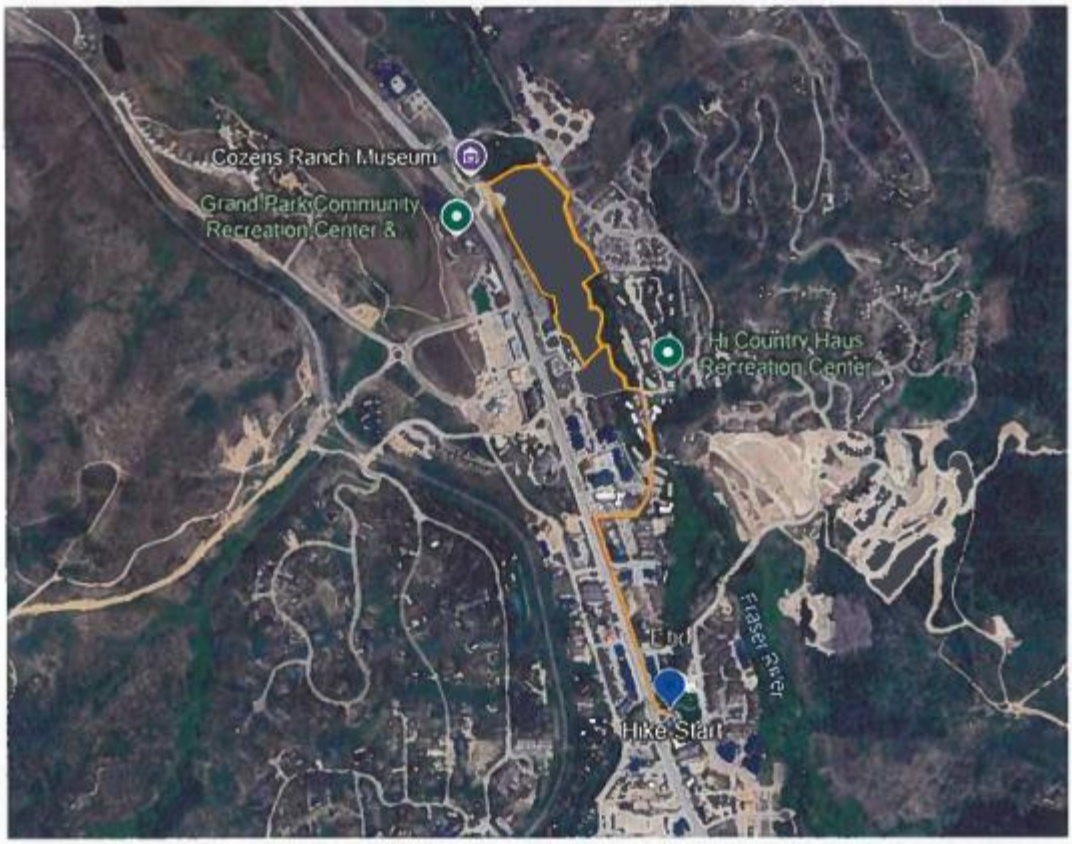
Conditions/Requirements

Signature Date

FINAL APPROVAL

Conditions/Requirements

Signature Date


Cozens Ranch Museum
Grand Park Community
Recreation Center &
Hi Country Haus
Recreation Center
End
Fraser River
Hike Start

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: Glenda Ready

Mailing Address of Applicant: PO Box 597, Fraser, CO 80442

Contact Name: Glenda Ready Contact Number: [redacted]

Contact Email: [redacted]

Type of Special Event (i.e. fundraiser, concert): honk and wave peaceful protest

Address of Special Event: corner of Vasquez and HWY 40

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

Exact dates and times of the event:

Sunday , September 6 from 4-6PM

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

Grand County Indivisibles and Grand County Dems are political groups who oppose the Trump regime and want to fight for Democracy and the rights of people

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

none

Number of expected attendees: 50?

Describe the premises where the event will take place:

corner of Vasquez and Hwy. 40

What type of security will be provided? we have trained Security members who talk to people who are agitated and help people who

Number of security personnel: 3 How will they be identified? green vests

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

On the sidewalks , permission to put popup tent for sound system and information table on lawn of Viking Lodge on corner

What type of entertainment will be provided at the event?

small sound system with music

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)?

no alcohol , everyone is welcome

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

by security people

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

none (maybe a candy dish

Organization State Sales Tax Number: n/a

Organization Town Sales Tax Number: n/a

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

mailing to our mailing list, notice in Sky Hi News, Facebook,word of mouth, a few flyers hung up around towns

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.

Glenda Ready

Applicant's Signature

Date

[redacted]

Applicant's Email Address

PO Box 597, Fraser, CO 80442

Applicant's Mailing Address

[redacted]

Applicant's Physical Address

[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

DO NOT WRITE BELOEW THE LINE – OFFICIAL USE ONLY

PLANNING DEPARTMENT

Conditions/Requirements

Signature Date

PUBLIC WORKS DEPARTMENT

Conditions/Requirements

Signature Date

POLICE DEPARTMENT

Conditions/Requirements

Signature Date

TOWN CLERK

Conditions/Requirements

Signature Date

FINAL APPROVAL

Conditions/Requirements

Signature Date

Memorandum

TO: Winter Park Town Council

FROM: Sara Ott, Foxberry Services, Strategic Advisor

THROUGH: Jon Peacock, Town Manager

DATE: August 28, 2026

RE: First Public Hearing – Establishing Agreement for the Winter Park Regional Transportation Authority, Resolution No. 2347, Series of 2026

UPDATE SINCE FIRST PUBLIC HEARING

Exhibit C has been updated with more current ballot language. Exhibit B is still under development and may be submitted to the Council at the public hearing on Tuesday. Further, the public notice is attached to this memo.

REQUEST FOR ACTION

It is requested that the Town Council open the first of two public hearings required under C.R.S. § 43-4-603(3) of the Regional Transportation Authority Law on the proposed Establishing Agreement for the Winter Park Regional Transportation Authority (the "Agreement"), receive public testimony via a public hearing, and continue the consideration of Resolution No. 2347to the September 1, 2026, Town Council meeting. At the September 1 meeting, the Council is scheduled to hold the second required public hearing, consider final adoption of the resolution authorizing execution of the Agreement, and consider referral of ballot questions to the November 3, 2026, coordinated election.

BACKGROUND

The Town of Winter Park and its partner entities — Resort Area Development Metropolitan District No. 1, Cooper Creek Village Metropolitan District No. 1, and Grand County (together, the "Initial Members") — have anticipated the formation of a regional transportation authority for a number of years as a key step in creating an aerial transit system ("ATS") connecting the resort area to downtown Winter Park. That vision has been the subject of extensive community engagement and technical planning and calls for a system of approximately 3.4 to 4.0 miles connecting the Winter Park Resort base area to downtown Winter Park via four stations, integrating with existing and planned bus and passenger rail service.

Colorado's Regional Transportation Authority Law, C.R.S. § 43-4-601, et seq. (the "Act"), authorizes municipalities, counties, and Title 32 special districts to establish, by contract, a regional transportation authority ("RTA") as a separate political subdivision and body corporate of the State, with independent legal authority to finance, construct, operate, and maintain transportation systems. Formation of the Winter Park Regional Transportation Authority ("Winter Park RTA") would provide the Town and its partner entities with a dedicated

governmental entity to own, finance, construct, operate, and maintain the ATS for the benefit of the general public.

The Initial Members have negotiated the attached Establishing Agreement for the Winter Park Regional Transportation Authority, which sets forth the purpose, powers, governance structure, boundaries, and financing framework of the Winter Park RTA.

STATUTORY PROCESS – TWO REQUIRED PUBLIC HEARINGS

Pursuant to C.R.S. § 43-4-603(3) of the Act, each member's governing body must hold at least two public hearings on the subject of the Agreement, after notice and publication, before the Agreement may be executed. The Town's two hearings are scheduled as follows:

- First Hearing – August 18, 2026: Introduction of the Agreement; staff presentation; Council receives public testimony via a public hearing, and continues the resolution to September 1, 2026.
- Second Hearing – September 1, 2026: Council conducts the public hearing, considers final adoption of Resolution No. 2347 authorizing execution of the Agreement, and considers a separate resolution referring the ballot questions described below to the November 3, 2026, coordinated election.

SUMMARY OF KEY AGREEMENT TERMS

Purpose. The Winter Park RTA is formed to fund, design, construct (or cause to be constructed), operate, and maintain the ATS, and to provide for its long-term ownership, operation, and maintenance for the benefit of the general public.

Members & Governance. The Initial Members are the Town, the Resort Area Metro District, the Cooper Creek Metro District, and the County. The Board of Directors will initially consist of seven Directors (two each from the Town, Resort Area Metro District, and Cooper Creek Metro District, and one from the County), reducing to five Directors beginning on the tenth anniversary of the Agreement.

Supermajority Actions. Certain Board actions — including the issuance of bonds, expansion of boundaries, approval of the annual budget, material changes to the ATS scope, and financial commitments over $500,000 — require an affirmative two-thirds vote of the full Board.

Boundaries. The initial Boundaries of the Winter Park RTA generally located in the resort base area, with a draft map attached. As discussed further below, the final legal description in Exhibit B is currently being prepared by a licensed surveyor.

Conditions to Financing Powers. The Winter Park RTA may not exercise financing, construction, or TIF collection powers until (a) it is certified by the Colorado Department of Local Affairs, Division of Local Government, pursuant to C.R.S. § 43-4-603(1), and (b) Financing Commitment Agreements are executed by all Initial Members other than the County.

Term & Termination. The Agreement is perpetual unless terminated in accordance with its terms, and in no event before all Winter Park RTA bonds and other capital and operating obligations are retired or discharged.

BOUNDARIES – EXHIBIT B STATUS

Exhibit B to the Agreement, which will contain the final legal description of the Winter Park RTA's boundaries, is being finalized by a licensed surveyor and is not yet complete. In summary, the initial boundaries will be a portion of the resort development area, as noted in the attached draft map. The draft map provides a general visualization of the proposed boundaries by the area designated with a yellow undertone and blue hatched lines.

Importantly, the Agreement does not fix the Winter Park RTA's service area permanently. Section 2.06 of the Agreement, together with *C.R.S. § 43-4-605(2)(a)*, authorizes the Winter Park RTA Board of Directors to increase the Boundaries in the future upon an affirmative two-thirds vote of the entire Board, without requiring a new establishing agreement among the Members.

FUTURE FINANCING COMMITMENTS – 2027 TOWN COUNCIL ACTION

As an RTA, the Winter Park RTA structure allows the Initial Members to share in the financing commitments for both the capital and operating costs of the ATS. These shared financing commitments are not established by the Agreement itself. Rather, the Agreement contemplates that the Town, the Resort Area Metro District, and the Cooper Creek Metro District (but not the County) will separately negotiate Financing Commitment Agreements pledging revenue or bond proceeds and other commitments necessary to finance the ATS within twelve months following a successful RTA formation. Separate Town Council action would be required to authorize the Financing Commitment Agreement.

BALLOT QUESTIONS – NOVEMBER 3, 2026 COORDINATED ELECTION

Exhibit C to the Agreement includes two ballot questions to be submitted to registered electors residing within the Boundaries at the November 3, 2026 coordinated election, held in coordination with Grand County:

- **Formation Question:** whether the Winter Park RTA shall be formed by intergovernmental agreement among the Town, the County, the Cooper Creek Metro District, and the Resort Area Metro District for the area generally bounded as described in the final Exhibit B.
- **TABOR Debt Question:** whether the Winter Park RTA may issue debt for the purpose of financing the ATS, as a voter-approved revenue and debt change under Article X, Section 20 of the Colorado Constitution.

Staff anticipate presenting a separate resolution referring these ballot questions for Council consideration at the September 1, 2026 meeting.

FINANCIAL IMPLICATIONS

Execution of the Agreement does not, by itself, obligate the Town to any financial commitment.

RECOMMENDATION

It is recommended that the Town Council conduct the first public hearing on the Establishing Agreement for the Winter Park Regional Transportation Authority, receive public testimony, and continue consideration of Resolution No. 2347 to the September 1, 2026 Town Council meeting.

SUGGESTED MOTION

After the public hearing has opened and closed, the suggested motion is:

"I move to continue consideration of Resolution 2347 to September 1, 2026 for a second public hearing and consideration of the establishing agreement for the Winter Park Regional Transportation Authority."

Job Details
Order Number:
S0093127
External Number:
411698
Business Type:
Announcement
Ad Size:
CMNM EMP / ANNOUNCE -Flex
Ad Cost:
$252.40

Account Details
Danielle Jardee
50 Vasquez rd
80482, CO 80482
970-726-8081
djardee@wpgov.com
Town of Winter Park

Schedule for ad number S00931270
Fri Aug 7, 2026
Sky-Hi News
All Zones
Fri Aug 14, 2026
Sky-Hi News
All Zones

TOWN OF WINTER PARK, COLORADO
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Council of the Town of Winter Park, CO will hold a public hearing on August 18, 2026 and September 1, 2026, each at 5:30 PM or as soon thereafter as the matter may be heard at the Winter Park Town Hall, 50 Vasquez Road, Winter Park, CO 80482, on the proposed execution of a contract with Resort Area Development Metropolitan District No.1, Cooper Creek Village Metropolitan District No. 1, and The County of Grand to form a Regional Transportation Authority to provide mass transportation services as authorized by the Regional Transportation Authority Law, C.R.S. § 43–4–601, et seq.

Copies of the above-referenced document are on file with the Danielle Jadee, Winter Park Town Clerk and available for public inspection. The proposed boundaries of the proposed Regional Transportation Authority are contained therein.
Dated this 5th day of August, 2026.
Town of Winter Park, CO
/s/ Danielle Jardee
Danielle Jardee, City Clerk

To be published in the SkiHi News on: on or before August 8, 2026 and again on or before August 20, 2028

Schedule for ad number S00931271
Start date:
Wed Aug 5, 2026
Website:
Mountain Marketplace Online
Duration:
14 days

Column

INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Sky-Hi News and Middle Park Times** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(970) 887-3334**.

Notice ID: 7n5v8MkDE7BvXmhJmk4g | **Proof Updated: Aug. 05, 2026 at 12:12pm MDT**
Notice Name: RTA Notice

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER	FILING FOR
DANIELLE JARDEE	Sky-Hi News and Middle Park Times
djardee@wpgov.com	
(970) 726-8081	

Columns Wide:	1	**Ad Class:**	Legals
Total Column Inches:	2.5		
Number of Lines:	30		

08/12/2026: Other	15.18
08/19/2026: Other	11.04
Affidavit Fee	10.00
Subtotal	$36.22
Tax	$0.00
Processing Fee	$3.62
Total	**$39.84**

TOWN OF WINTER PARK, COLORADO
NOTICE OF PUBLIC HEARING
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Copies of the above-referenced document are on file with the Danielle Jadee, Winter Park Town Clerk and available for public inspection. The proposed boundaries of the proposed Regional Transportation Authority are contained therein.
Dated this 5 th day of August, 2026.
Town of Winter Park, CO
/s/ Danielle Jardee
Danielle Jardee, City Clerk
To be published in the Sky Hi News on or before August 8, 2026 and again on or before August 20, 2026
PUBLISHED IN THE SKY-HI NEWS AND MIDDLE PARK TIMES ON WEDNESDAY, AUGUST 12, 2026 AND WEDNESDAY, AUGUST 19, 2026.

TOWN OF WINTER PARK

RESOLUTION NO. 2347
SERIES OF 2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WINTER PARK, COLORADO, APPROVING AND AUTHORIZING EXECUTION OF AN ESTABLISHING AGREEMENT FOR THE WINTER PARK REGIONAL TRANSPORTATION AUTHORITY, PURSUANT TO THE REGIONAL TRANSPORTATION AUTHORITY LAW, C.R.S. § 43-4-601, ET SEQ.

WHEREAS, the Town of Winter Park, Colorado (the "Town") is a home rule municipality duly organized and existing under the Colorado Constitution, the laws of the State of Colorado, and the Town's home rule charter;

WHEREAS, pursuant to the Regional Transportation Authority Law, C.R.S. § 43-4-601, *et seq.*, as amended (the "Act"), Colorado municipalities, counties, and Title 32 special districts are authorized to establish, by contract, a regional transportation authority possessing independent legal authority to finance, construct, operate, and maintain transportation systems;

WHEREAS, the Town, together with Resort Area Development Metropolitan District No. 1, Cooper Creek Village Metropolitan District No. 1, and the County of Grand (collectively, the "Initial Members"), have anticipated the formation of a regional transportation authority as a key step in creating an aerial transit system connecting the resort area to downtown Winter Park, and have negotiated an Establishing Agreement for the Winter Park Regional Transportation Authority (the "Agreement" and the "Winter Park RTA," respectively), attached hereto;

WHEREAS, pursuant to C.R.S. § 43-4-603(3) of the Act, the Town is required to hold not less than two public hearings on the subject of the Agreement, after notice and publication, prior to its execution; and the Town held its first public hearing on August 18, 2026, and its second public hearing on September 1, 2026;

WHEREAS, the boundaries of the Winter Park RTA are generally described as located within the resort area of the Town, as depicted on the draft map attached to the staff memorandum accompanying this Resolution; the final legal description of such boundaries, to be set forth in Exhibit B to the Agreement, is currently being prepared by a licensed surveyor and will be incorporated into the Agreement upon completion;

WHEREAS, Section 2.06 of the Agreement, together with C.R.S. § 43-4-605(2)(a), authorizes the Board of Directors of the Winter Park RTA to increase the boundaries of the Winter Park RTA in the future upon an affirmative two-thirds vote of the entire Board;

WHEREAS, formation of the Winter Park RTA, and the exercise of its financing, construction, and TIF collection powers, are subject to voter approval of the ballot questions set forth in Exhibit C to the Agreement, to be referred to the registered electors residing within the boundaries at the November 3, 2026 coordinated election, held in conjunction with Grand County, pursuant to Article X, Section 20 of the Colorado Constitution and Title 1, C.R.S., such ballot questions to be considered by the Town Council by separate resolution;

WHEREAS, any shared financing commitments among the Initial Members for the capital and operating costs of the aerial transit system will be set forth in separate Financing Commitment Agreements to be negotiated following a successful Winter Park RTA formation election, and any such Financing Commitment Agreement to which the Town is a party will require separate approval by the Town Council, currently anticipated in 2027, and is not authorized by this Resolution; and

WHEREAS, the Town Council has determined that the Agreement, and the formation of the Winter Park RTA, are fair, reasonable, and in the best interests of the Town and its residents.

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

Section 1. Approval of Agreement. The Establishing Agreement for the Winter Park Regional Transportation Authority is hereby approved in substantially the form attached hereto, subject to completion of the legal description of the boundaries in Exhibit B thereto, and the Mayor is hereby authorized to execute the Agreement on behalf of the Town, with the Town Clerk to attest thereto.

Section 2. Authorization of Actions. The Town Manager, Town Attorney, and other officers, employees, and agents of the Town are authorized and directed to take all actions and execute all documents necessary or appropriate to carry out the intent and purposes of this Resolution and the Agreement, including without limitation submission of materials to the Colorado Department of Local Affairs, Division of Local Government, for certification pursuant to C.R.S. § 43-4-603(1).

PASSED, ADOPTED AND APPROVED this __ day of _____, 2026.

TOWN OF WINTER PARK

_____
Nick Kutrumbos, Mayor

ATTEST:

_____
Danielle Jardee, Town Clerk

INTERGOVERNMENTAL AGREEMENT
AMONG

THE TOWN OF WINTER PARK,
RESORT AREA DEVELOPMENT METROPOLITAN DISTRICT NO. 1,
COOPER CREEK VILLAGE METROPOLITAN DISTRICT NO. 1,
AND
THE COUNTY OF GRAND

ESTABLISHING
THE WINTER PARK REGIONAL TRANSPORTATION AUTHORITY

ESTABLISHING AGREEMENT FOR THE WINTER PARK REGIONAL TRANSPORTATION AUTHORITY

This Establishing Agreement (the "Agreement") is made and entered into as of _____, 2026 (the "Effective Date"), by and among the TOWN OF WINTER PARK, a Colorado home rule municipality (the "Town"), the RESORT AREA DEVELOPMENT METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and a political subdivision duly organized and existing under the constitution and laws of the State of Colorado (the "Resort Area Metro District"), COOPER CREEK VILLAGE METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and a political subdivision duly organized and existing under the constitution and laws of the State of Colorado (the "Cooper Creek Metro District"), and the COUNTY OF GRAND, a political subdivision of the State of Colorado (the "County") (each a "Member" and collectively the "Initial Members" or "Members").

RECITALS

WHEREAS, the Members believe strategic partnerships to proactively plan the funding, design, construction, operation, and maintenance of regional aerial transportation infrastructure that connects to other forms of mass transit, including passenger rail service and bus service, will catalyze, enhance and contribute to the economic potential of the region;

WHEREAS, current funding mechanisms are inadequate to design, construct and operate new aerial transportation infrastructure;

WHEREAS, pursuant to the Regional Transportation Authority Law, C.R.S. § 43-4-601, *et seq.*, as amended (the "Act"), Colorado municipalities, counties and Title 32 Districts (as defined below), are authorized to establish, by contract, regional transportation authorities, which are authorized to finance, construct, operate and maintain transportation systems;

WHEREAS, the Members support the orderly and planned construction, financing and operation of aerial transportation services; and

WHEREAS, because the Aerial Transit System, as defined herein, relies on the cooperation of the Members, a separate legal entity is best positioned to own, operate and maintain such a system in the best interests of and for the benefit of the general public; and

WHEREAS, in furtherance of supporting the public interest and economic health of the region, the Members desire to create a separate legal entity to effectuate the goals of fostering and supporting economic development through the creation, construction and expansion of an Aerial Transit System.

AGREEMENT

NOW, THEREFORE, for and in consideration of the recitals and the mutual covenants set forth below, the Members hereby agree as follows:

ARTICLE I
DEFINITIONS

1.01 Definitions. Unless otherwise defined in this Agreement, the words defined in Section 602 of the Act, when capitalized herein, shall have the meanings set forth in the Act and such definitions are incorporated herein. Terms shall, when capitalized, have the following meanings:

"Act" means the Regional Transportation Authority Law, C.R.S. § 43-4-601, *et seq.*, as amended.

“Aerial Transit Improvements Plan” means the general description of the aerial transportation improvements constituting the Aerial Transit System, as more particularly described in Exhibit A and as finally approved by the Board of Directors, including the estimated costs associated with the planning, design, financing, permitting, construction, inspection and acceptance for maintenance of such improvements.

"Aerial Transit System" or "System" means the aerial transportation improvements as ultimately approved, designed and actually constructed. The term may also includes such other highway, road, street, trail, bus system, railroad, airport, gondola system or mass transit system related to the System and any real or personal property or equipment, or interest therein, used in connection therewith hereafter approved by the Winter Park RTA; any real or personal property or equipment, or interest therein, that is used to transport or convey gas, electricity, water, sewage or information or that is used in connection with the transportation, conveyance or provisions of any other utilities related to the System; and paving, grading, landscaping, curbs, gutters, culverts, sidewalks, bikeways, lighting, bridges, overpasses, underpasses, cross-roads, parkways, drainage facilities, mass transit lanes, park-and-ride facilities, toll collection facilities, service areas and administrative or maintenance facilities related to the System.

"Alternate Director" means any person appointed as an Alternate Director pursuant to Section 3.03 hereof.

"Ballot Question" means and includes each of the ballot questions in Exhibit C.

“Bond” or “Bonds” shall mean any bond, loan, note, or other instrument of debt of the Winter Park RTA that shall be issued for any permitted purpose of the Winter Park RTA.

"Board" means the Board of Directors of the Winter Park RTA.

"Boundaries" means the boundaries of the Winter Park RTA as set forth in Exhibit B, attached hereto and incorporated herein, as such Exhibit may be amended from time-to-time.

"Construct" "Constructed" or "Construction" means the planning, designing, engineering, acquisition, installation, construction, reconstruction or financing, through the issuance of Winter Park RTA Bonds, Intergovernmental Agreement, or otherwise, of aerial transportation systems.

"Cooper Creek Metro District" has the meaning set forth in the Preamble to this Agreement.

"County" means Grand County, Colorado.

"Debt Service Fund" has the meaning set forth in Section 5.01(b) hereof.

"Director" means any eligible person appointed as a Director pursuant to Section 3.02 hereof. Whenever the person appointed as a Member's Director pursuant to Section 3.02 hereof is absent from a Board meeting, the term "Director" shall mean the Alternate Director, if any, appointed by such Member pursuant to Section 3.03 hereof.

"Division of Local Government" means the Division of Local Government in the State Department of Local Affairs.

“Financing Commitment Agreements” means those separate agreements to be negotiated by the Initial Members, except for the County, concurrently with the establishment of the Winter Park RTA, pursuant to which each Member who is negotiating such an agreement will make a pledge of revenue or alternative pledge of bond proceeds or other revenues to the Winter Park RTA for the purpose of financing the Aerial Transit System, together with such other commitments as are necessary to ensure that the private development on which the financing for the Aerial Transit System is based does in fact occur, as more particularly described in Section 2.09 of this Agreement.

“General Fund” means the fund created pursuant to Section 5.01(a) of this Agreement from which the ordinary operations and maintenance expenses of the Winter Park RTA may be paid.

"Governing Body" means, when used with respect to a Member, the town council, the board of commissioners or the board of directors, as appropriate, of such Member.

“Initial Members” has the meaning set forth in the Preamble to this Agreement.

"Member" means (a) the Initial Members; (b) the State, if required by § 603(5) of the Act; (c) any municipality; (d) any county; or (e) any Title 32 District that becomes a member of the Winter Park RTA pursuant to Section 8.03 hereof.

"Metro District" and "Metro Districts" means, individually and collectively, as of the time of adoption of this Agreement, the Cooper Creek Metro District and the Resort Area Metro District, and any other Title 32 District that is admitted as a Member pursuant to this Agreement or the Act.

"Officer" means the Chair, Vice Chair, Secretary, Treasurer or Executive Director of the Winter Park RTA, and any subordinate officer or agent appointed and designated as an officer of the Winter Park RTA by the Board.

"Outstanding" means, as of any particular date, all Bonds or other financial obligations of the Winter Park RTA which have been authorized, executed and delivered, except the following: (a) any Bond or other financial obligation cancelled by a paying agent, trustee or the Winter Park

RTA itself; (b) any Bond or other financial obligation held by or on behalf of the Winter Park RTA; (c) any Bond or other financial obligation for the payment or redemption of which moneys or direct obligations of, or obligations unconditionally guaranteed as to payment by, the United States of America sufficient (including the known minimum yield available for such purpose from such moneys or securities) to pay all debt service requirements of such Bonds or other obligations to their maturity or specified redemption date shall theretofore have been deposited in escrow or in trust with a trust bank for that purpose; or (d) any lost, destroyed or wrongfully taken Bond or other obligation for which another Winter Park RTA Bond or other obligation shall have been executed and delivered.

"Resort Area Metro District" has the meaning set forth in the Preamble of this Agreement.

"State" means the State of Colorado.

"Title 32 District" means a special district organized with street improvement, safety protection or transportation powers under and as defined in Title 32, Article 1, C.R.S.

"Town" means the Town of Winter Park, Colorado.

"Voter Approval" means approval by a majority of the votes cast by the registered electors residing within the Boundaries in favor of the particular Ballot Question, ballot issue or other election question.

"Winter Park RTA" means the Winter Park Regional Transportation Authority established by the Members pursuant to Article II hereof.

ARTICLE II
ESTABLISHMENT OF THE WINTER PARK RTA

2.01 Name. The Members hereby establish the Winter Park Regional Transportation Authority under the authority of the Act. The Winter Park RTA shall be a separate political subdivision and body corporate of the State, and shall possess all of the duties, privileges, immunities, rights, liabilities and disabilities of a public body politic and corporate, unless restricted by Section 2.04 of this Agreement.

2.02 Purpose. The purpose of the Winter Park RTA is to fund, design, Construct or cause to have Constructed, operate, and maintain an Aerial Transit System within or outside the Boundaries of the Winter Park RTA, and to provide for the long term ownership, operation and maintenance funding of such Aerial Transit System for the primary benefit of expanding transportation offerings and connecting different transportation modalities and systems for the benefit of the general public, whether they live within or without the Boundaries.

2.03 Powers. Unless otherwise limited by Section 2.04, the Winter Park RTA shall have all power granted to it under the Act and State law, including all powers necessary or incidental to or implied from the specific powers granted therein.

2.04 Limitations. If any portion of the Aerial Transit System alters the physical structure of or negatively impacts the safe operation of any State or local transportation improvement, the Winter Park RTA, at the request of the jurisdiction governing the impacted transportation improvement, shall enter into an intergovernmental agreement concerning the applicable portion of the Aerial Transit System before commencing physical construction of that particular improvement to ensure coordinated transportation planning, efficient allocation of resources and the equitable sharing of costs. Any imposition by the Winter Park RTA of any motor vehicle registration fee or tax shall require Voter Approval.

2.05 Boundaries. The initial Boundaries of the Winter Park RTA are described and illustrated in Exhibit B.

2.06 Expansion. The Boundaries of the Winter Park RTA may be expanded as provided in the Act, and upon a two-thirds vote of the entire membership of the Board.

2.07 Creation. Each Member represents that, in executing this Agreement, it has held at least two public hearings on the subject of this Agreement in accordance with § 603(3) of the Act, after notice and publication, and the Governing Body of such Member has duly authorized its execution, delivery and performance.

2.08 Voter Approval. The Members have prepared Ballot Questions, attached hereto as Exhibit C, regarding the formation of the Winter Park RTA, the issuance of debt and other matters arising under Article X, Section 20 of the Colorado Constitution ("TABOR"), to be submitted to the registered electors residing within the Boundaries. Upon approval by a majority of the registered electors residing within the Boundaries and voting thereon at an election, and upon satisfaction of the conditions set forth in Section 2.09 of this Agreement, the Winter Park RTA shall be formed and shall have such financial powers as have been authorized pursuant to the Ballot Questions.

2.09 Conditions Precedent to the Exercise of Powers. The Winter Park RTA shall not exercise any financing, construction, or TIF Collection powers until the following conditions to the establishment of the Winter Park RTA have been satisfied: (a) certification by the State Department of Local Affairs, Division of Local Government pursuant to § 603(1) of the Act; and (b) the execution and delivery of Financing Commitment Agreements by all Initial Members, except for the County. The Initial Members, except for the County, acknowledge and agree that they will negotiate the Financing Commitment Agreements concurrently with the process of establishing the Winter Park RTA pursuant to this Agreement. The Financing Commitment Agreements shall include, at a minimum: (i) a pledge of revenue or alternative pledge of bond proceeds or other revenues from each Initial Member, except the County, to the Winter Park RTA for financing the Aerial Transit System; and (ii) such other commitments as the Initial Members, except the County, determine are necessary for the financing for the Aerial Transit System. In the event that the Financing Commitment Agreements are not executed by all Initial Members, except the County, within twelve (12) months following the date of the RTA formation election at which Voter Approval is obtained, the Members agree that they shall immediately take all actions necessary to dissolve or amend the Winter Park RTA in accordance with Section 6.02(c) of this Agreement; provided such 12 month period may be extended by up to an additional 12 months upon the approval of any three Initial Members.

ARTICLE III
ORGANIZATION OF THE WINTER PARK RTA

3.01 Establishment. The Winter Park RTA shall be governed by the Board. The Board shall exercise and perform all powers, privileges and duties vested in or imposed on the Winter Park RTA under the Act or other applicable law. Pursuant to the authorization provided in this Agreement, the Board may delegate any of its powers to any Director, Officer, employee or agent of the Winter Park RTA.

3.02 Composition of the Board of Directors.

(a) The Board shall initially be composed of seven Directors, unless and until the Boundaries are expanded to include additional municipalities, counties or Title 32 Districts, and shall be composed as follows:

(1) Two Directors from the Governing Body of the Town;
(2) Two Directors from the Governing Body of the Resort Area Metro District;
(3) Two Directors from the Governing Body of the Cooper Creek Metro District; and
(4) One Director from the Governing Body of the County.

(b) Beginning on the tenth anniversary of the Effective Date, the Board shall be composed of five Directors, unless and until the Boundaries are expanded to include additional municipalities, counties or Title 32 Districts, and shall be composed as follows:

(1) Two Directors from the Governing Body of the Town;
(2) One Director from the Governing Body of the Resort Area Metro District;
(3) One Director from the Governing Body of the Cooper Creek Metro District; and
(4) One Director from the Governing Body of the County.

(c) Pursuant to Section 3.02(b) above, upon the tenth anniversary of the Effective Date, one of the then-seated Directors from the Resort Area Metro District and one of the then-seated Directors from the Cooper Creek Metro District shall be designated by the Resort Area Metro District and the Cooper Creek Metro District, respectively, to remain, and the other Director of Cooper Creek Metro District and Resort Area Metro District, respectively, shall be deemed to have vacated their positions.

(d) Upon any expansion of the Boundaries pursuant to Section 2.06 hereof, the Members may agree to modify the Board to include additional Directors representing the included territory. Any such modification of the Board of Directors requires amendment to this Agreement provided however, that the Board shall always be comprised of an odd number of Directors.

3.03 Alternate Directors. Each Member may appoint one Alternate Director for each Director who shall be deemed to be a Director of the Board for all purposes, including without limitation

voting on resolutions or other action items whenever a person appointed as the regular Director is absent from a Board meeting.

3.04 Appointment and Qualifications. As required by § 603(2)(b)(I) of the Act, each Director and any Alternate Director shall both be members of the Governing Body of such Member and shall be appointed as a Director or Alternate Director by the Governing Body of such Member. So long as the Director remains qualified, he or she may serve for so long as the Governing Body responsible for appointment of such Director desires without limitation as to term.

3.05 Vacancies. Vacancies in the office of any Director or Alternate Director shall be filled in the same manner in which the vacant office was originally filled pursuant to Section 3.04 hereof.

3.06 Compensation. Directors and Alternate Directors shall serve without compensation, but may be reimbursed for expenses incurred in serving in such capacities upon such terms and pursuant to such policies as may be established by the Board.

3.07 Officers. The Board shall, by a majority vote, elect or appoint the following Officers upon its formation, and thereafter at its first meeting of each calendar year:

(a) Chairperson. The Chairperson shall preside over all meetings of the Winter Park RTA; execute, deliver, acknowledge, file and record on behalf of the Winter Park RTA such documents as may be required by this Agreement, the Act or other applicable law; and, perform all duties incident to the office of Chairperson and such other duties as may be prescribed from time to time by the Board. The Chairperson and Vice-Chairperson positions shall not be held by Directors appointed to the Board by the same Member; e.g. the Chairperson and Vice-Chairperson positions may not both be held by Directors appointed to the Board by the Town.

(b) Vice-Chairperson. The Vice-Chairperson shall serve as Chairperson in their absence or during their inability to act. The Vice-Chairperson shall have such other duties, powers and authority as may be prescribed by the Board. The Chairperson and Vice-Chairperson positions shall not be held by persons appointed by the same Member; e.g. the Chairperson and Vice-Chairperson positions may not both be held by Directors appointed to the Board by the Town.

(c) Secretary. The Secretary shall keep a written record of the minutes of all meetings, ensure that all notices required by law are duly given, shall serve as the custodian of Winter Park RTA records, shall attest to documents as the need arises and shall perform such other functions as may be prescribed by the Board. The Secretary may be an employee of the Board, an independent contractor, an employee of a Member or a volunteer. The offices of Chairperson or Vice-Chairperson and Secretary may not be held by the same person.

(d) Treasurer. The Treasurer shall, subject to policies established by the Board, be responsible for the custody of the funds and all stocks, bonds and other securities owned by the Winter Park RTA and shall be responsible for the preparation and filing of all tax returns, if any, required to be filed by the Winter Park RTA. The Treasurer shall receive all moneys paid to the Winter Park RTA and, subject to any limits imposed by the Board or the Chairperson, shall have authority to give receipts and vouchers, to sign and endorse checks and warrants in the Winter

Park RTA's name and on the Winter Park RTA's behalf and undertake any other lawful activity delegated by the Board. The Treasurer shall also have charge of disbursement of the funds of the Winter Park RTA, shall keep full and accurate records of the receipts and disbursements and shall deposit all money and other valuables in such depositories as shall be designated by the Board. The Treasurer shall deposit and invest all funds of the Winter Park RTA in accordance with this Agreement and laws of the State applying to the deposit and investment of public funds. The Treasurer shall have such additional authority, powers and duties as are appropriate and customary for the office of Treasurer of entities such as the Winter Park RTA, and as the Board may otherwise prescribe. The Treasurer may be an employee of the Board, an independent contractor or a volunteer.

(e) Assistant Officers. The Board may, at its discretion, appoint assistant officers of the Secretary and Treasurer who may, subject to any limitations established by the Board at the time of appointment, fulfill the duties of such Officer in the Officer's absence.

3.08 Insurance and Defense. The Winter Park RTA shall insure and/or defend each Director, Officer and employee of the Winter Park RTA in connection with any claim or actual or threatened suit, action or proceeding (civil, criminal or other, including appeals), in which they may be involved in their official capacity by reason of their being or having been a Director, Officer or employee of the Winter Park RTA, or by reason of any action or omission by them in such capacity. The Winter Park RTA shall insure and/or defend each Director, Officer and employee of the Winter Park RTA for, from and against all liability, costs and expenses arising from any such claim, suit or action, except any liability arising from criminal offenses or willful misconduct. The Winter Park RTA's obligations pursuant to this Section shall be limited to funds of the Winter Park RTA available for such purposes, including without limitation to insurance proceeds, and no Member shall be liable pursuant to this Agreement to provide any such insurance or indemnification.

3.09 Resignation and Removal. Any Director or Alternate Director (a) may resign at any time, effective upon receipt by the Secretary or the Chairperson of written notice signed by the person who is resigning; and (b) may be removed at any time by the Governing Body of the Member that appointed them, effective upon receipt by the Secretary or the Chairperson of written notice signed by the Governing Body of the appointing Member.

ARTICLE IV
BOARD OF DIRECTORS

4.01 Powers. The Board shall have all power granted to it under the Act and State law, including all rights and powers necessary or incidental to or implied from the specific powers granted therein.

4.02 Voting. All official actions of the Board shall be taken by a motion or by a resolution. A majority of the Board of Directors then in office who are eligible to vote shall constitute a quorum. No official action shall be taken by the Board unless a quorum is present at a meeting. Except as otherwise provided in this Agreement, any official action taken by the Board shall be approved by a simple majority of the Directors then in office who are eligible to vote and are present and voting. Notwithstanding the foregoing, the following actions shall require the affirmative vote of two-thirds of the entire membership of the Board: (i) the issuance of Bonds by the Winter Park

RTA or the execution of a pledge agreement or intergovernmental agreement that would require the multiple fiscal year pledge of revenues of the Winter Park RTA; (ii) expansion of the Boundaries of the Winter Park RTA; (iii) approval of the annual budget; (iv) material changes to the scope of the Aerial Transit System or the Aerial Transit Improvements Plan; and (v) any other financial commitment in excess of $500,000.

4.03 Meetings. The Board shall meet as necessary for the regular conduct of business, but shall not meet less than quarterly. Meetings will be held at the time and location as may from time to time be designated by the Board. Notice of meetings shall be posted in the locations established by the Board, in accordance with the Colorado Open Meetings Law, C.R.S. § 24-6-401 *et seq*. Meetings may be conducted virtually at the Board's discretion.

4.04 Notice. The Winter Park RTA shall provide at least 24 hours' written notice of meetings to each Director and Alternate Director and to the Governing Body of each Member.

4.05 Ethics. Notwithstanding any other provision hereof, a Director shall disqualify themselves from voting on any issue with respect to which they have a conflict of interest, unless they have disclosed such conflict of interest in compliance with C.R.S. §§ 18-8-308 and 24-18-101 *et seq.*, as amended. It is permissible for the Alternate Director to vote in place of any disqualified Director, provided that the Alternate Director shall be subject to the same requirement to disclose any such conflicts personal to such Alternate Director.

4.06 Special Meetings. The Board may convene special meetings at the request of any two Members upon notice as required by Section 4.04 hereof.

4.07 Policies and Procedures. The Board may adopt, by resolution, such bylaws, policies and procedures governing the conduct and activities of the Winter Park RTA and the Board, including without limitation location for placement of notices, meeting locations, conduct of meetings, matters relating to investment, budget and appropriation processes, the retention of employees or consultants, procurement practices, record retention, term limitations and the delegation of responsibilities.

ARTICLE V
FUNDS, ACCOUNTS AND BONDS

5.01 Creation of Funds. There are hereby created in the Winter Park RTA a General Fund and a Debt Service Fund for the purposes set forth herein.

(a) General Fund. The General Fund is hereby created in Winter Park RTA and shall be comprised of moneys to be deposited at the direction of the Board or pledged by the Members or any other State or local entity for the purposes of paying the regular administrative, operational, and maintenance expenses of the Winter Park RTA consistent with the budget to be prepared and approved annually. The Board may create such accounts or subaccounts as may be necessary and desirable for the operations and maintenance expenditures of the Winter Park RTA. The moneys deposited therein shall be used to pay for actual operations and maintenance costs of the Winter Park RTA, the Aerial Transit System, and any other transit systems that may be operated in the future by the Winter Park RTA. The General Fund shall be administered consistent with policies

and procedures established by the Board and consistent with all applicable laws. The General Fund shall be held with a banking or financial institution that is compliant with the Public Deposit Protection Act, Title 11, Article 10.5, C.R.S. All records of the Winter Park RTA pertaining to the General Fund shall be subject to public inspection in conformance with the Colorado Open Records Act.

(b) Debt Service Fund. Any funds received by the Winter Park RTA from pledges made pursuant to an indenture of trust or other financing document, or from any other source authorized by the Act or moneys of the Winter Park RTA that are pledged by the Winter Park RTA to the payment of any financial obligation issued or incurred by another Member, by virtue of a pledge agreement, intergovernmental agreement, or other similar agreement for purposes of funding the Construction, operation and/or maintenance of the Aerial Transit System, shall be immediately credited to a separate special fund of the Winter Park RTA to be known as the Winter Park RTA Debt Service Fund (the "Debt Service Fund"). The Board may create within the Debt Service Fund separate accounts or subaccounts for purposes of crediting and pledging revenues to the payment of Bonds identified under an indenture of trust or other financing document. The Debt Service Fund and its accounts and subaccounts shall be used by the Winter Park RTA solely for the purpose of paying principal of, interest on, and any redemption premium in connection with, Bonds or other financial obligation or contract of the Winter Park RTA issued for any of the permitted purposes under the Act, including the construction and financing of the Aerial Transit System. The Debt Service Fund, together with any other funds or accounts of the Winter Park RTA, shall be public funds for purposes of investments or deposits and shall be subject to independent audit annually. All records of the Winter Park RTA pertaining to the Debt Service Fund shall be subject to public inspection in conformance with the Colorado Open Records Act.

5.02 Bond Issuance. Any series of Bonds shall be authorized, issued and sold in the manner provided in C.R.S. § 43-4-609, as supplemented by the Supplemental Public Securities Act, Title 11, Article 57, Part 2, C.R.S., provided that (a) the issuance of any Bonds shall require an affirmative vote of two-thirds of the entire membership of the Board; (b) Bonds, including any refundings thereof, shall mature in not more than 40 years from the date of issuance of such Bonds or refunding Bonds; (c) Bonds shall clearly and conspicuously state on their face that they do not represent the debt, indebtedness or multiple fiscal year financial obligation of any of the Members; and (d) that they are secured solely by the funds actually received by the Winter Park RTA, and pledged by the Winter Park RTA as security for the Bonds. Prior to the issuance of each series of Bonds, the Board shall receive and approve by majority vote a plan of finance. The plan of finance shall at a minimum include (i) the debt service schedule for Outstanding Bonds; (ii) the projected dates of issuance, interest rates and amortization schedule for such series of Bonds; (iii) development absorption projections; (iv) the projected administrative and operational costs of the Winter Park RTA; (v) the projected costs of constructing the improvements to be financed by such series of Bonds and any Bonds to be issued in the future; (vi) the projected annual revenues to be pledged to repayment of such series of Bonds; and (vii) evidence that the Outstanding Bonds and such series of Bonds can be repaid in full from the sources identified in the plan of finance and such other revenues which are available or reasonably expected to be available to the Winter Park RTA.

ARTICLE VI

TERM AND DISTRIBUTION OF ASSETS UPON TERMINATION

6.01 Term. This Agreement shall be perpetual and continue in full force and effect until rescinded or terminated, but in no event before retirement or discharge of all Bonds and other capital and operational obligations.

6.02 Termination.

(a) This Agreement shall terminate 90 days following the later of the completion of the Aerial Transit System or the date each Governing Body of all the Members unanimously agree in writing to terminate this Agreement; provided, however, that this Agreement may not be terminated so long as the Winter Park RTA has any Bonds or other obligations Outstanding, unless the payment and defeasance of such Bonds or other obligations Outstanding have been provided for, as authorized by subsection 6.02(c).

(b) If, in the opinion of any Member, the completion of the improvements described in Exhibit A has not sufficiently progressed enough within ten years of the Effective Date and there are no Winter Park RTA Bonds or other obligations Outstanding, that Member may call a vote to terminate this Agreement, to be held after at least 90 days but no more than 180 days of such a call to vote. Any vote to terminate this Agreement pursuant to this subsection must be unanimously agreed to in writing by each Governing Body of all the Members.

(c) If the Financing Commitment Agreements are not executed by all Initial Members, except for the County, within 12 months, unless extended pursuant to Section 2.09 herein, following the date of the RTA formation election at which Voter Approval is obtained, the Members shall immediately take all actions necessary to dissolve or amend the Winter Park RTA, including without limitation (a) the adoption by each Governing Body of a resolution authorizing dissolution; (b) the filing of any notices required under the Act; (c) the payment and defeasance of any Bonds or other obligations of the Winter Park RTA then Outstanding, if any, in accordance with all applicable law; (d) the distribution of any assets in accordance with Section 6.03 hereof, to the extent applicable; or (e) amendment of this Agreement pursuant to Section 7.01 hereof. The Members acknowledge that the Financing Commitment Agreements are essential to the financial viability of the Winter Park RTA and the Aerial Transit System.

6.03 Distribution of Assets upon Termination. Upon termination of this Agreement pursuant to Section 6.02, after payment of all Outstanding Bonds and other capital and operational obligations of the Winter Park RTA, the net assets of the Winter Park RTA shall be distributed, disposed of or divided in the following manner:

(a) The State is ineligible for any distribution of property under this Section.

(b) Any real property interest or fixtures to real property shall become the property of the Town and shall continue to be used as an Aerial Transit System or for other public transit projects that benefit the public served by the Members; provided, however, that the Resort Area Metro District shall have the right of first refusal to acquire ownership and control of the southern portion, generally described as traversing from the resort base station to the discovery area station

of the Aerial Transit System and any appurtenant facilities (the "Gemini Leg"), under terms pursuant to a future ownership transfer agreement. The Town shall continue operating the Aerial Transit System and other public transit systems for the benefit of the public, so long that the Aerial Transit System is economically viable to operate with or without subsidy.

(c) Any funds remaining in the Debt Service Fund after the payment of all Outstanding Bonds secured thereby, any funds remaining in the General Fund, and together with any earnings from the investment thereof, shall become the property of the Town and shall be set aside and dedicated for use on the Aerial Transit System or exclusively for other public transit projects that benefit the public served by the Members.

(d) Any personal property of any Member must be claimed by the Member within one hundred and twenty (120) days of the date of termination. Any personal property not claimed by a Member shall be liquidated at auction, and the proceeds from such sale shall be used by the Town for purposes of continued operation of the aerial transit system or other public transit project.

(e) Any cash or other monetary assets other than funds in the Debt Service Fund and the General Fund shall become the property of the Town and shall be set aside and dedicated for use on the aerial transit system or exclusively for other public transit projects that benefit the public served by the Members.

(f) Any other property not addressed above shall be distributed to one or more Members, as the Board determines, prior to termination of the Winter Park RTA.

ARTICLE VII
AMENDMENTS

7.01 Amendment of Agreement. This Agreement may be amended only with the unanimous consent of the Governing Bodies of the Members; except for changes to the Boundaries which shall be amended in accordance with Section 7.02 below. Notwithstanding the foregoing, this Agreement may not be amended in a manner which impairs the security of any Outstanding Bonds without the consent of the beneficial owners of 100% of the Outstanding Bonds.

7.02 Amendment of Boundaries. Exhibit B and the definition of "Boundaries" may be amended by the Board in accordance with § 605(2)(a) of the Act and upon the affirmative vote of two-thirds of the entire membership of the Board; provided, in no event shall property be excluded while Bonds are Outstanding.

7.03 Addition of Members. Any municipality, county or Title 32 District with jurisdictional boundaries that overlap the Boundaries of the Winter Park RTA, whether now or in the future, may request to become a Member of the Winter Park RTA. In no event shall an additional municipality, Title 32 District or county become a party to this Agreement without the unanimous approval of the then-existing Board. Any action adding additional Members or Members to this Agreement shall also amend the composition of the Board, which shall also require unanimous approval.

7.04 Withdrawal of Members. In no event may a party withdraw from this Agreement if such withdrawal (a) would result in fewer Members than one county and one municipality, two municipalities, two counties, one county and one Title 32 District or one municipality and one Title 32 District; (b) would be effective while any Bonds remained Outstanding; or (c) would be effective prior to completion of Construction of the Aerial Transit System as described in Exhibit A. In the absence of such circumstances, any Member of this Agreement may terminate its participation in the Winter Park RTA by passage of a resolution by its Governing Body.

ARTICLE VIII
MISCELLANEOUS

8.01 Regional Cooperation. The Members shall cooperate, and in partnership with other applicable governing jurisdictions, determine the location and design of the Aerial Transit System.

8.02 Guarantees. Any Member constructing the Aerial Transit System shall not be required to provide security or collateral guaranteeing completion of such Aerial Transit System improvements if: (a) the funding is available and has been restricted for such purpose; and (b) performance, payment and warranty bonds or other surety, in an amount and form acceptable to the Winter Park RTA, guaranteeing the completion of the infrastructure, have been filed with the Winter Park RTA or the Member entity.

8.03 Governmental Immunity. The Members and their 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 Members and their officers, attorneys or employees.

8.04 Governing Law. The laws of the State of Colorado shall govern the construction and enforcement of this Agreement, and any legal action concerning the provisions hereof shall be brought in Grand County, Colorado.

8.05 Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Members 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.

8.06 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

WITNESS the signatures of the authorized representatives to the Members to this Agreement, as set forth below:

ATTEST:	**TOWN OF WINTER PARK, COLORADO**
_____	_____
Danielle Jardee, Town Clerk	Nick Kutrumbos, Mayor
(SEAL)	

ATTEST:

RESORT AREA METRO DISTRICT NO. 1
By: _____
Name:
Title:

ATTEST:

COOPER CREEK METRO DISTRICT NO. 1

By: _____

Name:

Title:

ATTEST:

GRAND COUNTY
By: _____
Name:
Title:

EXHIBIT A

AERIAL TRANSIT IMPROVEMENTS PLAN

The Aerial Transit System (the "ATS") will be a 3.4-4.0-mile-long public transit route connecting the Winter Park Resort mountain passenger rail service station at the base area of Winter Park Resort to Winter Park Lift Transit Center in downtown Winter Park. The route will feature four stations along generally a north-south route, providing easy access to multiple destinations.

The ATS system supports emission reductions from other forms of private and public transportation, efficiency in the use of public funds, increased economic opportunity, tax base growth, and convenience to residents, visitors, and employees in the area.

The ATS will provide services most weeks of the year, including off-season periods, to efficiently move passengers between various modes of transit, offering reliable public transport. The system will be constructed, owned, and maintained by the Winter Park Regional Transit Authority either directly and/or through contractual services.

AERIAL TRANSIT SYSTEM COMPONENTS AND DEPICTION

1.	**Area Development - Town Base, WP Base and CCN**
	a. Snow Removal
	b. Site Grading - Lift
	c. Re Veg - Lift
	d. Stormwater Management – Lift
	e. Electric, Gas, Water, Wastewater services - Lift
2.	**Lift Purchase and Install**
	a. Town - Gon10, 3600 PPh 9,591 Ft. Slope Length
	b. Town Connector - Gon10, 3600PPH, 3,665 Ft. Slope Length
	c. Gemini Leg
3.	**Lift Maintenance and Storage Facility**
	a. CCN Cabin Storage / Ops/ Main Facility - 15,200 Sq. Ft. or less
	b. CCN Mezzanine Level - 1400 Sq. Ft.
	c. Building Design
	d. NDT Tools and Equipment
4.	**Lift Plazas and Operator Cabin**
	a. TOWP Plaza
	b. CCN Plaza
	c. Discovery Park Plaza
	d. TOWP Operators Cabin
	e. Resort Base Area Plaza
5.	**Equipment (Lift/FF & E)**
	a. Lift Operations Equipment and FF & E
	b. Maintenance Tools and Equipment

	c. Lift Signage
	d. Corral Materials
	e. Lift Evac Equipment
	f. Tower Pads
6.	**Professional Services**
	a. Construction Engineering
	b. Site Design
	c. Geo Tech
	d. Site Survey
	e. Site Civil Engineering f. RTA Formation Costs g. Costs of Issuance
7.	**IT**
	a. Fiber Terminations at Lift
	b. Lift Screens
	c. Cameras
8.	**Permits & Legal**
	a. TOWP Building Permit
	b. CPTSB License
	c. CPTSB Acceptance Test
	d. Splice Labor

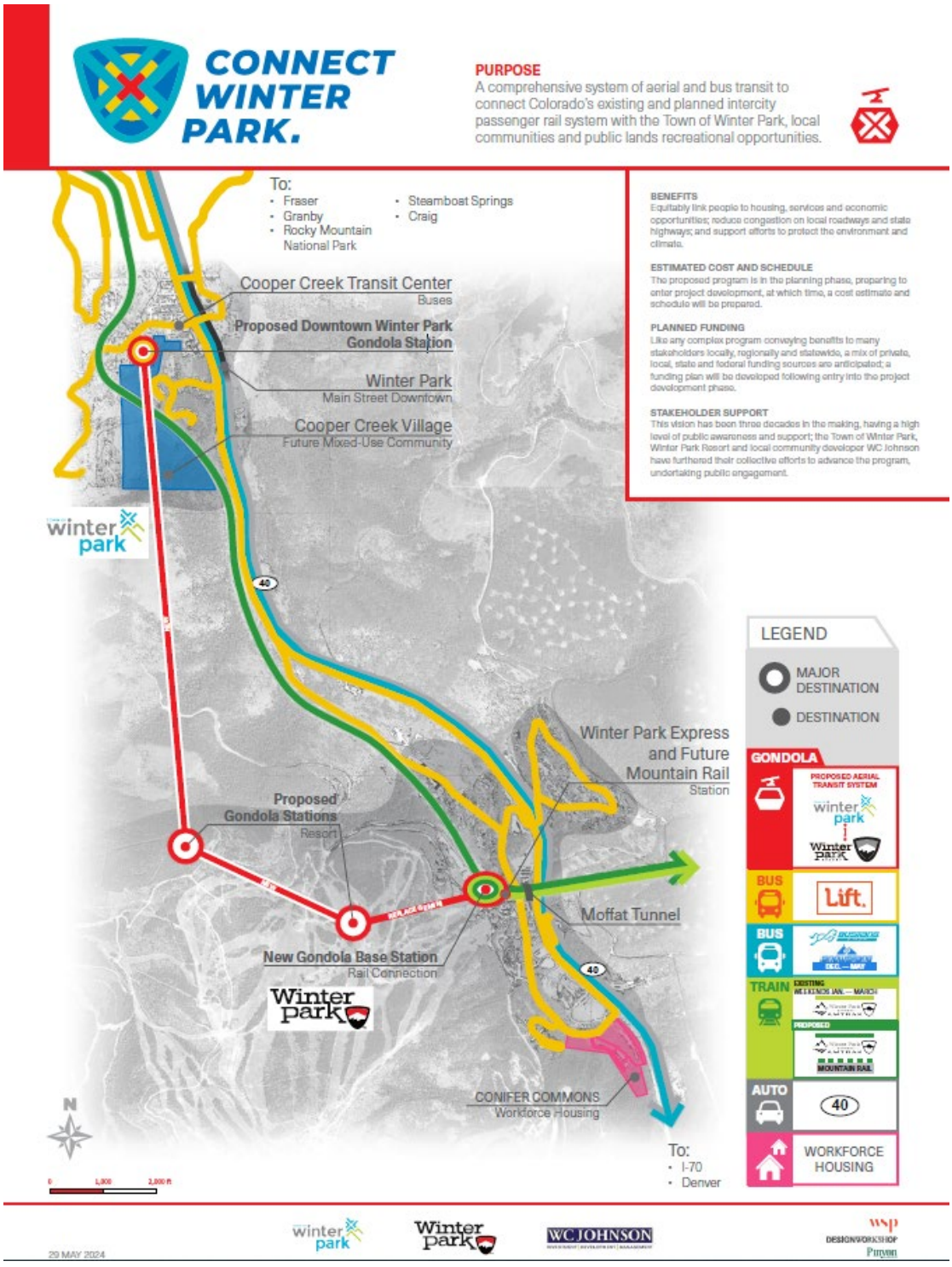

CONNECT WINTER PARK.
PURPOSE
A comprehensive system of aerial and bus transit to connect Colorado's existing and planned intercity passenger rail system with the Town of Winter Park, local communities and public lands recreational opportunities.
To:
• Fraser
• Granby
• Rocky Mountain National Park
• Steamboat Springs
• Craig
BENEFITS
Equitably link people to housing, services and economic opportunities; reduce congestion on local roadways and state highways; and support efforts to protect the environment and climate.
ESTIMATED COST AND SCHEDULE
The proposed program is in the planning phase, preparing to enter project development, at which time, a cost estimate and schedule will be prepared.
PLANNED FUNDING
Like any complex program conveying benefits to many stakeholders locally, regionally and statewide, a mix of private, local, state and federal funding sources are anticipated; a funding plan will be developed following entry into the project development phase.
STAKEHOLDER SUPPORT
This vision has been three decades in the making, having a high level of public awareness and support; the Town of Winter Park, Winter Park Resort and local community developer WC Johnson have furthered their collective efforts to advance the program, undertaking public engagement.
Cooper Creek Transit Center
Buses
Proposed Downtown Winter Park Gondola Station
Winter Park
Main Street Downtown
Cooper Creek Village
Future Mixed-Use Community
winter park
40
Winter Park Express and Future Mountain Rail
Station
Proposed Gondola Stations
Resort
Moffat Tunnel
New Gondola Base Station
Rail Connection
Winter Park
CONIFER COMMONS
Workforce Housing
N
To:
• I-70
• Denver
LEGEND
MAJOR DESTINATION
DESTINATION
GONDOLA
PROPOSED AERIAL TRANSIT SYSTEM
BUS
Lift.
BUS
TRAIN
EXISTING
PROPOSED
MOUNTAIN RAIL
AUTO
40
WORKFORCE HOUSING
29 MAY 2024
WC JOHNSON
DESIGNWORKSHOP

EXHIBIT B

BOUNDARIES
[see attached one page]

EXHIBIT C

BALLOT QUESTIONS

At the November 3, 2026, special election of the Town, to be held in coordination with Grand County at its general election (the "Election"), the following ballot questions shall be submitted to the registered electors of the Town who reside within the boundaries of the proposed RTA regarding formation of the RTA:

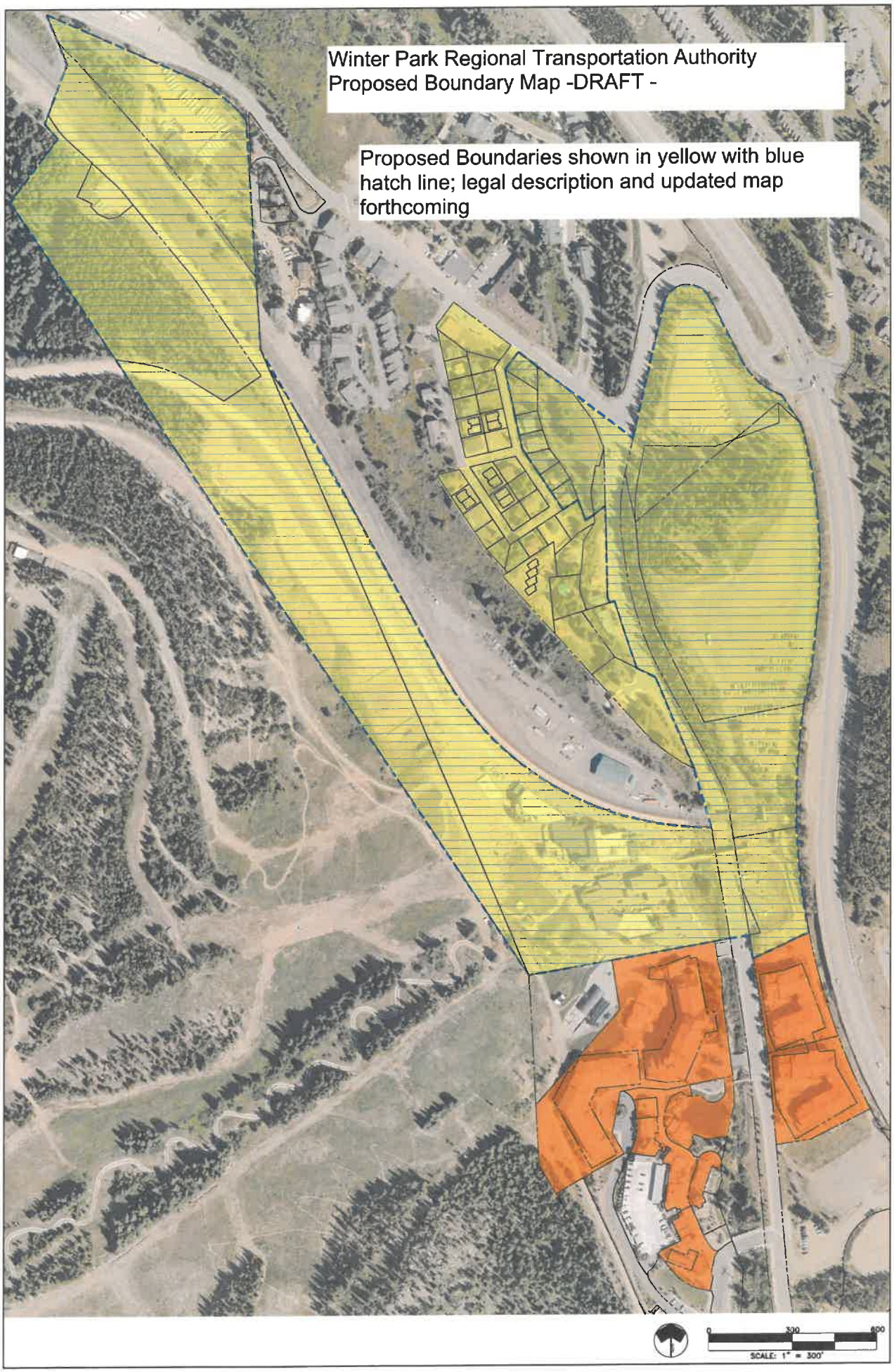
Question 1:

Shall the Winter Park Regional Transportation Authority be formed by intergovernmental agreement by and among the Town of Winter Park, Grand County, Cooper Creek Metropolitan District No. 1, and Resort Development Area Metropolitan District No. 1 for the purpose of providing regional transportation services in accordance with the intergovernmental agreement for the area within the vicinity of the western side of the Moffat Tunnel and portions of the AmTrak Train Station, but not fully including either, as such area is more particularly described in the intergovernmental agreement and as such area may be increased or reduced?

Question 2:

SHALL THE WINTER PARK REGIONAL TRANSPORTATION AUTHORITY DEBT BE INCREASED $120,000,000.00 WITH A REPAYMENT COST OF $424,208,625.00 OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, BY THE ISSUANCE OF REVENUE BONDS OR OTHER OBLIGATIONS OF THE AUTHORITY, WHICH BONDS OR OTHER OBLIGATIONS MAY BE REFUNDED IN WHOLE OR IN PART AT RATES EQUAL TO, LOWER OR HIGHER THAN THE INTEREST RATE ON THE REFUNDED OBLIGATIONS, ALL FOR THE PURPOSE OF DEFRAYING THE COSTS OF DESIGNING, ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING, OPERATING AND OTHERWISE PROVIDING A REGIONAL TRANSPORTATION SYSTEM AND APPURTENANT FACILITIES, EQUIPMENT, LAND AND EASEMENTS AND EXTENSIONS AND IMPROVEMENTS TO SUCH FACILITIES, SUCH DEBT TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 8.5% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY, AND SUCH DEBT TO MATURE, BE SUBJECT TO REDEMPTION WITH OR WITHOUT PREMIUM AND BE ISSUED AND SOLD AT, ABOVE OR BELOW PAR, SUCH DEBT TO BE ISSUED AT ONE TIME OR FROM TIME TO TIME AND TO BE SECURED AND PAID FROM SUCH FUNDS AND REVENUES OF THE AUTHORITY AS AUTHORIZED BY THE INTERGOVERNMENTAL AGREEMENT PURSUANT TO WHICH THE AUTHORITY IS ORGANIZED, AND SHALL THE PROCEEDS OF ANY SUCH DEBT, ANY REVENUE USED TO PAY SUCH DEBT, AND

INVESTMENT EARNINGS THEREON BE COLLECTED, KEPT AND SPENT BY THE AUTHORITY AS A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO ANY SPENDING, REVENUE-RAISING OR OTHER LIMITATION UNDER THE CONSTITUTION OR LAWS OF THE STATE OF COLORADO NOW OR HEREAFTER IN EFFECT, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MY BE COLLECTED, RETAINED AND SPENT BY THE AUTHORITY?


Winter Park Regional Transportation Authority
Proposed Boundary Map -DRAFT -
Proposed Boundaries shown in yellow with blue hatch line; legal description and updated map forthcoming
0
300
600
SCALE: 1" = 300'

Memorandum

TO: Winter Park Town Council

FROM: Sara Ott, Foxberry Services, Strategic Advisor
Hilary Graham, Town Attorney

THROUGH: Jon Peacock, Town Manager

DATE: August 24, 2026

RE: Resolution No. 2350, Series of 2026, Calling a Special Election for November 3, 2026, and Setting Ballot Questions for the Winter Park Regional Transportation Authority

REQUEST FOR ACTION

It is requested that the Town Council consider adoption of Resolution No. 2350, Series of 2026, calling a special election of the Town's registered electors residing within the boundaries of the proposed Winter Park Regional Transportation Authority ("Winter Park RTA") to be held on Tuesday, November 3, 2026, in coordination with Grand County's general election. The resolution sets the ballot questions for the election and designates Pam Anderson of Electionland as the Designated Election Official.

This action is the companion item to the Council's consideration, at this same meeting, of final adoption of the Establishing Agreement for the Winter Park RTA following the second required public hearing.

BACKGROUND

As discussed in the Town's August 18, 2026 staff report on the Establishing Agreement, the Town and its partner entities — Resort Area Development Metropolitan District No. 1, Cooper Creek Village Metropolitan District No. 1, and Grand County (together, the "Initial Members") — have negotiated an Establishing Agreement to form the Winter Park RTA as a means of financing, constructing, operating, and maintaining the aerial transit system ("ATS") connecting the resort base area to downtown Winter Park.

Colorado's Regional Transportation Authority Law, C.R.S. § 43-4-601, *et seq*. (the "Act"), requires that formation of a regional transportation authority and any associated debt authorization be submitted to and approved by the registered electors residing within the authority's proposed boundaries. Because the Establishing Agreement contemplates that the Winter Park RTA may incur indebtedness to fund the ATS, both the formation of the Winter Park RTA and the associated debt authorization must be submitted to the Town's registered electors within the proposed boundaries.

The Town Council has expressed that a special election, conducted as a mail ballot election in coordination with Grand County's general election, provides the most efficient and cost-effective means of submitting these questions to the affected electors.

SUMMARY OF KEY RESOLUTION PROVISIONS

- **Designated Election Official.** The resolution designates Pam Anderson of Electionland as the Designated Election Official.
- **Formation Question.** Registered electors residing within the proposed Winter Park RTA boundaries will be asked whether the Winter Park RTA should be formed by intergovernmental agreement among the Town, Grand County, Cooper Creek Metropolitan Districts No. 1, and Resort Development Area Metropolitan Districts No. 1 to provide regional transportation services within the vicinity of the western side of the Moffat Tunnel and portions of the AmTrak Train Station, as such area may be increased or reduced.
- **TABOR Debt Question.** The same electors will be asked to authorize the Winter Park RTA to increase its debt by up to $120,000,000, with a total repayment cost not to exceed $424,208,625 (or such lesser amount as may be necessary), through the issuance of revenue bonds or other obligations bearing a maximum net effective interest rate not to exceed 8.5% per annum, to fund the design, acquisition, construction, and operation of the ATS and appurtenant facilities, with the proceeds and related revenues to be collected, retained, and spent by the authority as a voter-approved revenue change under TABOR. These figures represent conservative, not-to-exceed ceilings rather than an expected or budgeted amount of debt: they were developed in consultation with Northland Securities, the Town's and RTA's municipal advisor, using cautious assumptions about interest rates and repayment terms so that the authorization provides sufficient headroom under TABOR without over-authorizing debt. At this time, it is unknown if or when the RTA would issue debt, and this question is intended to preserve the option if it is in the best interest of the RTA to take on indebtedness to deliver the ATS system.
- **Ratification of Prior Actions & Effective Date.** The resolution ratifies any actions already taken by the Designated Election Official in preparation for the Election and provides that its provisions take effect immediately upon adoption.

FINANCIAL IMPLICATIONS

Adoption of the resolution does not itself commit the Town to any new financial obligation beyond the Town's election costs, which are anticipated to be addressed within the Town's existing budget. A future financial commitment is contemplated, but not defined, in the RTA formation agreement. Any such commitment would require separate approval by Town Council.

RECOMMENDATION

It is recommended that the Town Council adopt the resolution calling a special election for November 3, 2026, in coordination with Grand County, setting the formation and TABOR debt ballot questions for the Winter Park Regional Transportation Authority, and designating Pam Anderson of Electionland as the Designated Election Official.

SUGGESTED MOTION

"I move to adopt resolution no. 2350 calling a special election for November 3, 2026, in coordination with Grand County, setting the ballot questions for the formation and debt authorization of the Winter Park Regional Transportation Authority, and designating Pam Anderson of Electionland as the Designated Election Official."

TOWN OF WINTER PARK

RESOLUTION NO. 2350
SERIES OF 2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WINTER PARK CALLING A SPECIAL ELECTION FOR NOVEMBER 3, 2026, IN COORDINATION WITH GRAND COUNTY AT ITS GENERAL ELECTION, FOR A PORTION OF TOWN REGISTERED ELECTORS, SETTING BALLOT QUESTIONS THEREFOR, AND DESIGNATING AN ELECTION OFFICIAL FOR THE SPECIAL ELECTION

WHEREAS, the Town desires to submit to certain voters of the Town who reside within the boundaries of the proposed Regional Transportation Authority to be formed by and among the Town, Grand County, Cooper Creek Metropolitan Districts No. 1-5, and Resort Development Area Metropolitan Districts No. 1-10 (the "RTA Members") the question of approving the intergovernmental agreement by and among the RTA Members for formation of the Regional Transportation Authority (the "RTA") as required by C.R.S. § 43-4-603(4);

WHEREAS, the Town Council has determined that the interest of the Town and public interest and necessity require that, if formed, the Regional Transportation Authority incur indebtedness to carry out its objects and purposes;

WHEREAS, the objects and purposes for which the indebtedness is proposed shall be to defray the costs of designing, acquiring, constructing, relocating, installing, completing and otherwise providing regional transportation improvements and appurtenant facilities, equipment, land and easements and extensions and improvements to such facilities, the estimated cost of which is $120,000,000.00;

WHEREAS, the principal amount of the indebtedness shall not exceed $120,000,000, and the maximum net effective interest rate thereon shall not exceed 8.5% per annum;

WHEREAS, pursuant to Article X, § 20 of the Colorado Constitution ("TABOR"), it is necessary to submit to the registered electors of the Town within the proposed RTA's boundaries the question of incurring such additional indebtedness, and the Town Council hereby determines that such question should be presented to the registered electors of the Town within the proposed RTA's boundaries at a special election;

WHEREAS, the Town Council desires to call a special election on Tuesday, November 3, 2026, in coordination with Grand County as part of the general election, for the registered electors of the Town who reside within the proposed RTA boundaries to consider such matters; and

WHEREAS, the Town desires to designate Pam Anderson of Electionland as the Designated Election Official for the Election.

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

Section 1. The Town Council hereby calls a special election of the registered electors of the Town who reside within the proposed RTA boundaries to be held on Tuesday, November 3, 2026, between the hours of 7:00 A.M. and 7:00 P.M., as part of the general election held in coordination with Grand County (the "Election"). The Election shall be conducted as a mail ballot election in accordance with the Uniform Election Code of 1992, C.R.S. § 1-1-101, *et seq.* (the "Code"). The Designated Election Official shall develop a plan for conducting the Election, which will be made available to the public. There shall be no election precinct or polling place.

Section 2. The Town Council hereby designates Pam Anderson of Electionland, as the Designated Election Official for the conduct of the Election. The Designated Election Official is hereby authorized and directed to proceed with any action necessary or appropriate to effectuate the provisions of this Resolution, the Code, TABOR, and any other applicable law. Among other matters, the Designated Election Official shall arrange for the required notices of election, including the TABOR notice, print and mail ballots, and direct that all other appropriate actions be accomplished.

Section 3. At the Election, the following ballot question shall be submitted to the registered electors of the Town who reside within the boundaries of the proposed RTA:

> Shall the Winter Park Regional Transportation Authority be formed by intergovernmental agreement by and among the Town of Winter Park, Grand County, Cooper Creek Metropolitan District No. 1, and Resort Development Area Metropolitan District No. 1 for the purpose of providing regional transportation services in accordance with the intergovernmental agreement for the area within the vicinity of the western side of the Moffat Tunnel and portions of the AmTrak Train Station, but not fully including either, as such area is more particularly described in the intergovernmental agreement and as such area may be increased or reduced?

Section 4. At the Election, the following ballot issue shall be submitted to the registered electors of the Town who reside within the boundaries of the proposed RTA:

> SHALL THE WINTER PARK REGIONAL TRANSPORTATION AUTHORITY DEBT BE INCREASED $120,000,000.00 WITH A REPAYMENT COST OF $424,208,625.00 OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, BY THE ISSUANCE OF REVENUE BONDS OR OTHER OBLIGATIONS OF THE AUTHORITY, WHICH BONDS OR OTHER OBLIGATIONS MAY BE REFUNDED IN WHOLE OR IN PART AT RATES EQUAL TO, LOWER OR HIGHER THAN THE INTEREST RATE ON THE REFUNDED OBLIGATIONS, ALL FOR THE PURPOSE OF DEFRAYING THE COSTS OF DESIGNING, ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING, OPERATING AND OTHERWISE PROVIDING A REGIONAL TRANSPORTATION SYSTEM AND APPURTENANT FACILITIES, EQUIPMENT, LAND AND EASEMENTS AND EXTENSIONS AND IMPROVEMENTS TO SUCH FACILITIES, SUCH DEBT TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 8.5% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY, AND SUCH DEBT TO MATURE, BE SUBJECT TO REDEMPTION WITH OR WITHOUT PREMIUM AND BE

ISSUED AND SOLD AT, ABOVE OR BELOW PAR, SUCH DEBT TO BE ISSUED AT ONE TIME OR FROM TIME TO TIME AND TO BE SECURED AND PAID FROM SUCH FUNDS AND REVENUES OF THE AUTHORITY AS AUTHORIZED BY THE INTERGOVERNMENTAL AGREEMENT PURSUANT TO WHICH THE AUTHORITY IS ORGANIZED, AND SHALL THE PROCEEDS OF ANY SUCH DEBT, ANY REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT EARNINGS THEREON BE COLLECTED, KEPT AND SPENT BY THE AUTHORITY AS A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO ANY SPENDING, REVENUE-RAISING OR OTHER LIMITATION UNDER THE CONSTITUTION OR LAWS OF THE STATE OF COLORADO NOW OR HEREAFTER IN EFFECT, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MY BE COLLECTED, RETAINED AND SPENT BY THE AUTHORITY?

Section 5. Pursuant to C.R.S. § 1-11-203.5, any election contest arising out of a ballot issue or ballot question election concerning the order of the ballot or the form or content of the ballot titles shall be commenced by petition filed with the proper court within five (5) days after the title of the ballot issue or ballot question is set.

Section 6. If any part or provision of this Resolution is found by any court of competent jurisdiction to be unenforceable or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution, it being the Town Council's intention that the various provisions hereof are severable.

Section 7. Any and all actions for the Election previously taken by the Designated Election Official or the Town Clerk or any other persons acting on their behalf pursuant to the Code or any other applicable law are hereby ratified and confirmed.

Section 8. The provisions of this Resolution shall take effect immediately.

PASSED, ADOPTED AND APPROVED this __ day of _____, 2026.

TOWN OF WINTER PARK

_____
Nick Kutrumbos, Mayor

ATTEST:

_____
Danielle Jardee, Town Clerk