

If members of the public wish to attend the meeting digitally the link is below in yellow. The meeting will go on in person regardless of technical difficulties with Zoom.

WINTER PARK TOWN COUNCIL MEETING

Winter Park Town Hall – 50 Vasquez Road

Tuesday, June 18, 2024 – 3:00 p.m.

Dinner Provided



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

AGENDA

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

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

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

3. Resume Meeting 5:30 p.m.

4. Town Hall Meeting (*Public Comment*)

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

5. Consent Agenda
 - a. Approval of June 4, 2024, Regular Meeting Minutes

6. Action Items
 - a. Ordinance 618, An Ordinance of the Town Council of Winter Park Amending Title 7 Article 3 of the Winter Park Municipal Code, First Reading (*This Item will be Continued to July 2, Council Meeting*)

MINUTES

DATE: Tuesday, June 4, 2024

MEETING: Winter Park Town Council

PLACE: Town Hall Council Chambers and Zoom Meeting Call

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

OTHERS PRESENT: Community Development Director James Shockey, Chief of Police Glen Trainor, and Finance Director Craig Rutherford

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

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

2. Town Hall Meeting

Winter Park Resident Marty Roberts stated concerns over one-way signage in Winter Park, and the removal of streetlights in Old Town. Mrs. Roberts submitted a petition to the Town Clerk to be added to the meeting record to remove the four streetlights in Old Town.

3. Consent Agenda

3.a. Approval of May 21, 2024, Regular Meeting Minutes

3.b. Resolution 2149, A Resolution Approving a Development Improvements Agreement Standard Form for Lot 2, Block 3 Roam Subdivision Exemption No. 4

Councilor Art Ferrari moved and Councilor Rebecca Kaufman seconded the motion approving the Consent Agenda. Motion carried: 6-0.

4. Action Items

4.a. Public Hearing, Special Event Permit Applications for: Chamber Summer Events, Cooper Creek Summer Events, Plein Air @ Altitude, Winter Park Resort Big Wonderful, Hideaway Brewery Anniversary Party, Blues from the Top Festival, and Alpine Art Affair

Town Clerk Danielle Jardee stated all but one of these events are annual events. Ms. Jardee stated the dates and times of each event, and recommended approval of all special event permits. Mayor Kutrumbos opened the public hearing, hearing no comments. Mayor Kutrumbos closed the public hearing.

Councilor Riley McDonough moved and Mayor Pro Tem Jennifer Hughes seconded the motion approving Special Event Permit Applications for: Chamber Summer Events, Cooper Creek

Summer Events, Plein Air @ Altitude, Winter Park Resort Big Wonderful, Hideaway Brewery Anniversary Party, Blues from the Top Festival, and Alpine Art Affair. Motion carried: 6-0.

4.b. Public Hearing, Resolution 2150, A Resolution of the Town Council of the Town of Winter Park Approving the Final Plat for Lakota Pointe Filing No. 1

Community Development Director James Shockey stated the request is for approval of the final plat for a 5-unit subdivision, which includes a variety of out lots and future development parcels that will be platted later. Mr. Shockey stated proper public notice went out and a total of three comments were received. Mr. Shockey stated Council reviewed this preliminary plat on October 17, 2023, and approved it with a series of conditions. Mr. Shockey stated all conditions have been met by the applicant, and everything in the Staff report is satisfactory. Mr. Shockey stated at the time of preliminary plat there was discussion about sewer, if it would be gravity fed line or if a lift station would need to be constructed. Mr. Shockey stated it was settled that an eight-inch gravity fed sewer line is proposed to cross Cub Creek tying into the existing sewer line that is already there. Mr. Shockey stated that was a recommendation of Winter Park Water and Sanitation, and the developer worked it out with property owners where easements were required. Mr. Shockey stated an impact study of the natural resources was done for that creek crossing, and no impacts were found. Mr. Shockey stated Planning Commission reviewed and recommended approval at their meeting on May 28 with four conditions, Staff recommends approval with the four conditions. Mr. Shockey stated Staff are working with the Applicant on a few of the conditions, condition two is not being required with the final plat but as the applicant gets into the design part, the applicant may need to get additional easements from the utility companies. Mayor Nick Kutrumbos stated in full disclosure he did receive a letter from the applicant voicing concerns over issues they are having with the utility companies. Town Attorney Hilary Graham requested the letter become part of the meeting record. Mayor Kutrumbos opened the public hearing, hearing no comments. Mayor Kutrumbos closed the public hearing. Terracina Design's Land Planner Jeff Marck stated his concerns over the issues they are having with the utility companies' comments process. Lakota Pointe Winter Park Representative Ken Boenish stated it comes down to the general lack of standards, just wants to understand where the goal posts are to hit them more quickly. Councilor Art Ferrari asked if they are asking for something specific from Town Staff or just commenting. Mr. Boenish stated he would like Town to be a bit more proactive in terms of directing the process and keeping utility companies on point as to what is specifically needed when seeking approval and not going outside of that. Mr. Boenish asked who has the authority to keep utilities companies in their lane. Assistant Town Manager Alisha Janes stated unfortunately the process for our Town Staff is that they are doing their best but unfortunately have been put in the position to negotiate in the middle and there is only so much we can do too. Ms. Janes stated the Town has experienced some frustration with dry utilities on Town projects as well, so we are exempt from this problem either. Mayor Kutrumbos stated when we have discussions with utility companies, we need to bring this up as a pain point and figure out how to ease the process or at least make it more transparent. Town Attorney Hilary Graham stated the Town was working on taking a standard note with the utility companies and asked for an update on where we are in that process. Mr. Shockey stated we have been able to work out a standard utility note with MPEI (Mountain Parks Electric, Inc.), we have not yet been successful with Xcel. Council further continued discussion about easements.

Councilor Art Ferrari moved and Councilor Rebecca Kaufman seconded the motion approving Resolution 2150, A Resolution of the Town Council of the Town of Winter Park Approving the Final Plat for Lakota Pointe Filing No. 1. Motion carried: 6-0.

4.c. Resolution 2151, A Resolution of the Town Council of the Town of Winter Park Approving the Agreement for Satisfaction of Affordable Housing for Lakota Pointe, Tract F of the Lakota FDP

Community Development Director James Shockey stated when Council approved the 2005 amended Lakota final development plan it required up to six affordable housing units be built within Tracts F, G, and H at various times based on triggers of building permits. Mr. Shockey stated in 2010 we approved a resolution that assigned two housing units to each village in Lakota. Mr. Shockey stated we have since advanced our RETA (Real Estate Transfer Assessment) program to where it may make sense to collect fees instead of actual built units, we have done something similar with Tract G. Mr. Shockey stated the revised agreement in your packet proposes to create a 1.5% RETA in exchange for built units, 1% being a general residential real estate transfer assessment and .5% for affordable housing real estate transfer assessment. Mr. Shockey stated in exchange for that RETA, the applicant would not be required to build two units and the vested rights would be extended to December 31, 2026. Mr. Shockey stated there is language in the amendment that Town is unwilling to further extend vesting without additional consideration from Lakota Pointe. Mr. Shockey stated this agreement only applies to Tract F, and Staff recommends approval of resolution 2151.

Councilor Art Ferrari moved and Councilor Riley McDonough seconded the motion approving Resolution 2151, A Resolution of the Town Council of the Town of Winter Park Approving the Agreement for Satisfaction of Affordable Housing for Lakota Pointe, Tract F of the Lakota FDP. Motion carried: 6-0.

4.d. Resolution 2152, A Resolution of the Town Council of the Town of Winter Park Approving a License Agreement Permitting the Encroachment of a portion of a right of way owned by the Town

Community Development Director James Shockey stated the request is to allow for a retaining wall to encroach into a portion of the Lake Trail right-of-way. Mr. Shockey stated this is for a retaining wall to support a new driveway that will lead to a carport on the property located at 36 Lake Trail. Mr. Shockey stated they have never had formalized parking on their property and want to install a carport and have access to it via the right-of-way. Mr. Shockey stated the applicant would be responsible for construction and maintenance of the retaining wall and would have to agree to indemnify and hold the Town harmless against liability claims. Mr. Shockey stated they would also have to agree to allow Town to terminate the agreement and have the wall removed within 30 days if Town needed the right-of-way.

Councilor Riley McDonough moved and Councilor Rebecca Kaufman seconded the motion approving Resolution 2152, A Resolution of the Town Council of the Town of Winter Park Approving a License Agreement Permitting the Encroachment of a portion of a right of way owned by the Town. Motion carried: 6-0.

4.e. Resolution 2153, A Resolution Approving Wolf Park ADA Improvements & Concrete Repairs

Assistant Town Manager Alisha Janes stated this is an agreement to move forward with ADA (Americans with Disabilities Act) improvements at Wolf Park. Ms. Janes stated we put this out to bid last year, and received no bids, we put it out again this year and had one bid. Ms. Janes stated the bid to complete the work came in at \$93,000 dollars. Ms. Janes stated Wolf Park is a public park so we should be meeting ADA requirements.

Mayor Pro Tem Jennifer Hughes moved and Councilor Riley McDonough seconded the motion approving Resolution 2153, A Resolution Approving Wolf Park ADA Improvements & Concrete Repairs. Motion carried: 6-0.

4.f. Resolution 2154, A Resolution Approving a Development Improvements Agreement and Public Improvement Escrow Agreement Related to the Lakota Pointe Development

Community Development Director James Shockey stated this is a standard development improvement agreement which is typically on the consent agenda. Mr. Shockey stated the reason it is at the end of the agenda tonight is because the final plat needed to be approved first. Mr. Shockey stated the only difference to this is they will be using an escrow agreement similar to what we did with Roam and their Metropolitan Districts.

Councilor Art Ferrari moved and Councilor Rebecca Kaufman seconded the motion approving Resolution 2154, A Resolution Approving a Development Improvements Agreement and Public Improvement Escrow Agreement Related to the Lakota Pointe Development. Motion carried: 6-0.

5. Town Manager's Report

Assistant Town Manager Alisha Janes stated there is an aggressive moose and its calf on the Northside of Town, and CPW (Colorado Parks and Wildlife) are aware and they are trying to find them to relocate them. Ms. Janes stated people should be cautious when out on trails, etc. on the Northside of Town. Ms. Janes stated we also received notice that we are expecting high water levels on the Fraser River and Vasquez Creek but we expect flood levels on the Fraser River with peak levels happening on Saturday. Ms. Janes stated a warning to people that this is not the time to go wading or let your pets wade, as we don't have many swift water rescue resources. Ms. Janes stated we have communicated with properties that may be affected by flooding and may need to sandbag in spots, we are working with the County on those efforts.

6. Mayor's Report

Mayor Nick Kutrumbos stated we met with a representative from the Federal Rail Administration and representatives from CDOT (Colorado Department of Transportation) at Winter Park Resort and toured the train platform there. Mayor Kutrumbos stated there was good conversation, the highlights being that the the Federal people are impressed with how organized the State of Colorado is in positioning themselves to receive federal funding for rail projects. Mayor Kutrumbos stated in conjunction with the gondola project, a team has been working on creating images and mapping for our elevator pitch. Mayor Kutrumbos stated CDOT liked them so much they wanted to take the images to Washington this week to meet with the FTA (Federal Transit Authority) to pitch our project in conjunction with the rail project. Mayor Kutrumbos stated during this process we are learning people in Washington don't know where Winter Park is so the maps and images created show multi modal ways to connect to Winter Park.

7. Town Council Items for Discussion

Councilor Rebecca Kaufman stated an update on the CAST (Colorado Association of Ski Towns) housing taskforce meeting, nothing substantial came out of it, they are looking create more subcommittees. Councilor Kaufman stated the bigger talk is about AMI (Area Median Income) and discussion around that, Resort communities can't ever fit into the box, getting more people like developers, Colorado Housing Authority, etc. involved in the discussion to see where we can agree on things involving housing.

Mayor Nick Kutrumbos stated that Outside Festival in Denver was awesome.

There being no further business to discuss, upon a motion regularly adopted, the meeting was adjourned at 6:16 p.m.

The next scheduled meeting of the Town Council will be Tuesday, June 18, 2024, at 5:30 p.m.

Danielle Jardee, Town Clerk



MEMO

TO Winter Park Town Council
FROM Mia Dorris, Sustainable Community Coordinator
CC Alisha Janes, Assistant Town Manager
DATE June 18, 2024
RE Lotus Engineering & Sustainability Proposal for 2023 Greenhouse Gas Emissions Inventory

Background:

The Town of Winter Park hopes to establish a greenhouse gas emissions (GHG) baseline by developing a GHG inventory based on 2023 emissions. The GHG inventory will allow Winter Park to set carbon reduction goals, identify priority climate action program areas, and track emissions reduction progress over time.

Analysis:

The Town of Winter Park received fourteen responses to the request for quotes published on Bid.net on April 29th, 2024. The proposal options displayed a variety of information in the following evaluation criteria: overall proposal quality, project timeline and approach, expertise of the project team, past performance of similar work and proposed cost.

Firms	Proposed Cost
Sustainable Investment Group	\$119,220
Air Resource Specialists	\$35,525
Blue Strike	\$36,685
WSB	\$20,000
Iconenergy	\$110,500
SSR	\$131,400
MKS Sustainability & Cascadia Consulting Group	\$57,840
BSI	\$95,500
ICLEI	\$29,500
Keramida	\$24,690
Constellation	\$50,670
Tetra Tech	\$77,000
Geosyntec Consultants	\$101,240
Lotus Engineering & Sustainability	\$54,890

Staff selected three proposals based on rigorous criteria which were brought to the internal review committee. These three firms were interviewed with questions focusing on: previous experience in mountain communities, data analysis, methods and budget. The committee unanimously selected to recommend the proposal submitted by Lotus Engineering & Sustainability, which is included in the packet for Council's review. Lotus has the highest cost of the three interviewed firms. However, when compared to the fourteen firms, the proposed cost from Lotus falls in the middle range of cost proposals. The proposal by Lotus Engineering & Sustainability relies on impressive and proven methods to calculate greenhouse gas emissions, their experience working with Alterra Resorts as well as many other Colorado mountain ski towns set them apart from the other firms. Lotus Engineering & Sustainability greenhouse gas inventory will set the stage for a strong climate action program. The total estimated cost is \$54,890, which includes: project management, 2023 GHG community inventory, 2023 municipal GHG inventory, inventory management plans, business as usual and scenario emissions modeling, GHG report and a staff presentation.

Next Steps:

Staff are requesting approval of a contract for Lotus Engineering & Sustainability for the 2023 GHG inventory. If the contract is approved, we expect to move forward working with Lotus Engineering & Sustainability immediately. The GHG inventory is expected to be complete October 31st, 2024 and will be used to inform climate action planning.

Recommendation:

Staff recommends approval of Resolution 2155 accepting the proposal from Lotus Engineering & Sustainability for the 2023 Greenhouse Gas Emissions Inventory.

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

I move to approve Resolution 2155 accepting the proposal from Lotus Engineering & Sustainability for the 2023 Greenhouse Gas Emissions Inventory.

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

I move to deny Resolution 2155 accepting the proposal from Lotus Engineering & Sustainability for the 2023 Greenhouse Gas Emissions Inventory.



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

TOWN OF WINTER PARK

RESOLUTION NO 2155
SERIES OF 2024

A RESOLUTION ACCEPTING THE PROPOSAL FROM LOTUS
ENGINEERING & SUSTAINABILITY FOR THE 2023 GREENHOUSE GAS
EMISSIONS INVENTORY AND AWARDDING A CONTRACT THEREFOR

WHEREAS, the Town published a request for quotes for a greenhouse gas emissions inventory on April 29th, 2024;

WHEREAS, the Town received fourteen proposals which were reviewed by an internal review committee following the selection criteria outlined in the request for quotes;

WHEREAS, the Town's review committee conducted three follow-up interviews where firms were asked questions regarding previous experience in mountain communities, data analysis, methods and budget; and

WHEREAS, the Town's review committee unanimously recommended moving forward with the proposal submitted by Lotus Engineering & Sustainability.

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

Section 1. The Town Council hereby accepts the proposal submitted by Lotus Engineering & Sustainability and authorizes the Town Manager to execute a contract for their services, when approved as to form by the Town Attorney, in an amount not to exceed \$54,890.

PASSED, ADOPTED AND APPROVED this 18th day of June, 2024.

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk



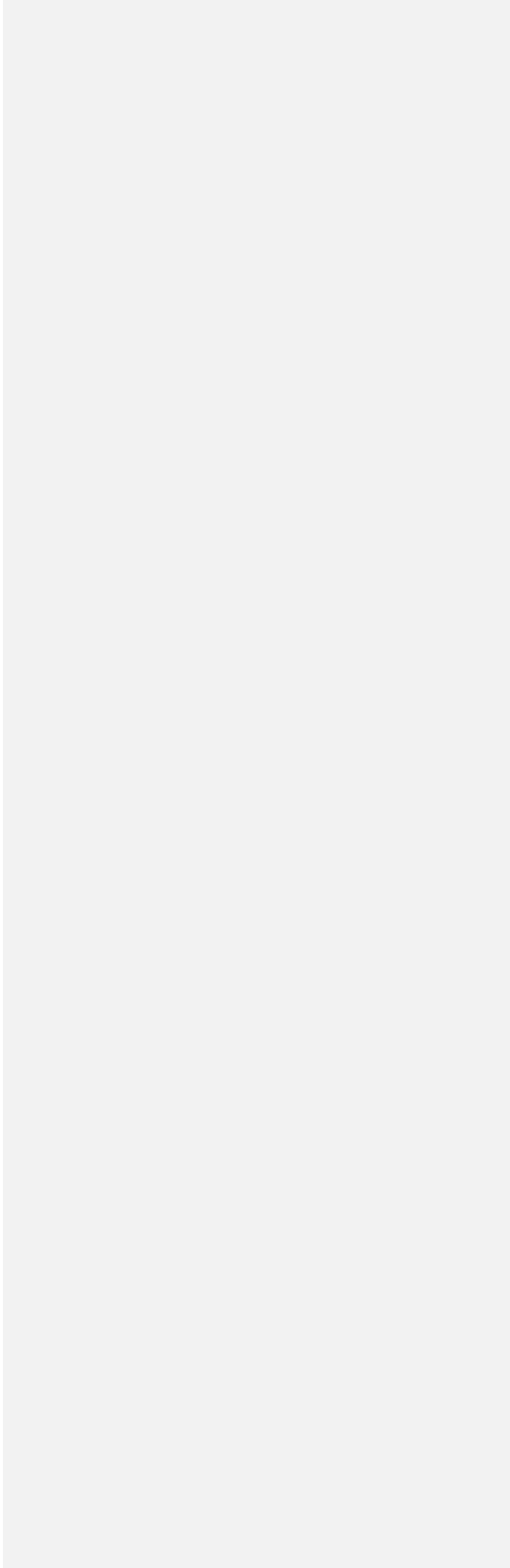
Quote for the Completion of a 2023 Greenhouse Gas Emissions Inventory for the Town of Winter Park

June 14, 2024

*Lotus Engineering & Sustainability, LLC
Hillary Dobos, President
303-550-6498 | hillary@lotussustainability.com
1627 Vine St, Denver, CO 80206*



Contents



Our Approach

We understand the Town of Winter Park's goal is to calculate and analyze community wide and municipal operations greenhouse gas (GHG) emissions for 2023. These, and other deliverables, will set the Town up to develop community-wide carbon reduction goals and an eventual Climate Action Plan. Our team will ensure that the inventories and other deliverables meet the following goals:

- Create a 2023 Global Protocol for Community-scale (GPC) GHG Emissions compliant BASIC or BASIC+ GHG emissions inventory.
- Create a 2023 Local Government Operations Protocol-compliant (LGOP) municipal operations GHG inventory.
- Outline a process for Town staff to update the inventories and track progress towards goals in future years.
- Project emissions out to 2050 under a business-as-usual emissions scenario.
- Set targets for GHG emissions reductions for the Town.
- Set the Town up for the future development of a Climate Action Plan.

We will do this through consistent and replicable data management and reporting that will enable town officials and the general public to understand Winter Park's GHG emissions.

Scope of Work

Task 1: Project Management

What Sets Us Apart. *We are known for our project management. Each of our references will attest to our focus on detail, organization, and time management.*

We propose an approach that will seamlessly support the Town of Winter Park. At the project's onset, we will establish agreement on the project goals, expectations, process, scope, timeline, and measures of success.

Specific subtasks include:

- Hold a virtual kick-off meeting for the project.
 - Review the scope of work, including key milestones and dates.
 - Establish a process for coordinating with the internal project team.
 - Determine frequency and content of regular check-in calls and emails, and schedule accordingly.
 - Review the monthly invoice reporting process.

- Ensure there is agreement on the project goals and expectations, process, scope, timeline, and outcomes of the subsequent work.
- Biweekly check-in emails.
- Additional phone calls and emails (as needed).
- Monthly invoice reporting.

Expectations for Town staff: attend kick-off meeting, respond to emails in a timely manner, process invoices.

Deliverables:

- Project kick-off meeting.
- Final project plan and timeline.
- Monthly invoice reports.

Task 2: Develop 2023 Community-Wide GHG Emissions Inventory

What Sets Us Apart. *Our team has completed 200+ GHG inventories for the public sector. All data and calculations are fully transparent and reviewed with the internal project team.*

Task 2 includes the creation of a 2023 GPC-compliant GHG inventory for community-wide emissions and accompanying documentation. This inventory will be created utilizing an inventory analysis spreadsheet tool that Lotus developed and is compliant with the protocol. We will make sure that the tool is easy to understand, includes many summary charts and data visualizations to help communicate the information, and can be updated in-house in future years to generate comparable emissions inventories. All data sources and information are maintained and shared with the town to ensure transparency and replicability.

As a part of the inventory, Lotus will also include annual carbon sequestration by trees. If available, Lotus recommends utilizing a tree inventory and the iTree tool to estimate annual carbon sequestration based on tree species and other attributes, such as age and diameter at breast height. If this is unavailable, Lotus recommends utilizing the Land Emissions and Removals Navigator tool to understand at a high level what the potential carbon emissions removals are for the Winter Park town boundary.

Greenhouse gas emissions, at the BASIC level, are summarized for communities by the following sectors: Stationary Energy, Fugitive Emissions, Transportation, Waste, and Wastewater Treatment. Subsectors within these larger sectors include: electricity, natural gas, propane, stationary diesel, on-road transportation, transit, railways, landfilled waste, compost, wastewater treatment plants, and septic tanks. Lotus will work with the Town to identify applicable Scope 3 GHG inventory sources as advised by the GPC protocol.

Expectations for Town staff: provide data contacts where needed, one review meeting for the results of the GHG inventory.

Specific subtasks include:

- Create a transparent GHG emission inventory tool for Winter Park that is GPC-compliant at the level desired by the city. Key aspects of this tool include summary of data sources; emission factors; emission calculations; emission summary; and a “ClearPath ready” input tab for later entry into ClearPath:
 - Note we are assuming that the Town already has an ICLEI membership. These associated fees are NOT included in our budget.
- Review BASIC and BASIC+ data requirements.
 - BASIC+ level requires communities to cover a broader range of emission sources in addition to the ones under the BASIC level. These emissions cover sources such as industrial processes; transmission and distribution losses for electricity; agriculture, forestry and land use; and transboundary transportation.
- Review all applicable emission sources and outline sources (e.g., direct or indirect) that may be considered *de minimis* by scope and sector. Review this list with Winter Park. Note this may eliminate various Scope 3 emissions categories.
- Review, cull, analyze, and leverage available data to save time and money.
- Confirm reporting protocols, emissions factors, activity data and analytical tools.
- Coordinate data collection from multiple city departments and all other required sources, identify types of necessary data, collection procedures, and approach to addressing data gaps.
- Conduct quality assurance/quality control (QA/QC) review on collected data to ensure that it aligns with best practices and industry knowledge.
- Calculate key metrics for future comparison including, but not limited to, emissions by sector, emissions by source, emissions per capita, energy use intensity by building sector, residential electricity, and natural gas use per capita.
- Review all findings with the Town.
- Enter inventory data into ClearPath software.

Deliverables:

- 2023 GPC-compliant GHG inventory.
- Inventory review meeting.
- Data entered into ClearPath.
- All accompanying data sources, including emails, original reports, and spreadsheets.

Task 3: Develop 2023 Municipal GHG Emissions Inventory

What Sets Us Apart. Our team has completed local government operations inventories for cities and towns across the US, for cities with populations from 1 million to 1,000. We are nimble in our ability to work with varying data sources, especially with cities and towns completing their first municipal operations inventory.

Task 3 involves the development of a municipal operations GHG emissions inventory. The municipal operations GHG inventory will follow the same scope as is found in Task 2 above.

For local government operations GHG inventories, emissions are most often summarized in the following sectors: stationary energy, vehicle fleet and equipment, business travel, employee commuting, waste, and refrigerant leakage, as well as for any other owned facilities such as landfills, wastewater treatment plants, or airports. Subsectors include electricity use, stationary fuels in buildings, stationary fuels in vehicles and equipment, business air travel, business on-road travel, stationary fuels in employee commuting, landfilled waste and compost.

Expectations for Town staff: provide data contacts for Town staff, if an employee commute survey is desired we will ask staff to send out the survey link and encourage fellow employees to respond, one review meeting to go over results of the GHG inventory.

Specific activities include:

- Coordinate data collection from multiple town departments and all other required sources and identify types of necessary data, collection procedures, and approaches to addressing data gaps.
- Conduct QA/QC reviews on collected data to ensure that it aligns with best practices and industry knowledge.
- Calculate key metrics for future comparison including, but not limited to, emissions by sector, emissions by source, emissions per employee, and energy use intensity by square foot.
- Create a LGOP GHG inventory for municipal operations.
- Review all findings with the Town in a synthesis meeting.
- Create appealing visuals and graphics to communicate inventory results.

Deliverables:

- LGOP-compliant GHG inventory workbook
- All associated data documents in a zipped folder.

Task 4: Inventory Management Plans

What Sets Us Apart. *Our calculation tools support “plug-and-play” functionality. This allows our clients to perform inventories in-house in the future without the need for consultant support.*

Lotus will prepare Inventory Management Plans for both inventories that explain how the inventories were created, any assumptions that were made, provide a guide for future data collection, and describe calculation methodologies. The Inventory Management Plans will also include a detailed description of how to use the inventory tools, and for the community inventory, a description of a methodology for replication of Vehicle Miles Traveled (VMT) calculations in future inventories.

The Inventory Management Plans will make recommendations on which data should be updated regularly (every inventory) and which data can be updated on a less regular basis. This data could be updated on a less regular basis as it most likely does not change much, is hard to collect, and has a small impact overall on the inventory.

If an inventory is too time-consuming to update, we have found that many clients seek outside consultants to do the work since they do not have in-house capacity. To set reasonable expectations for future updates, we will rank data by importance, time to collect, and data quality (low, medium, and high).

Expectations for Town staff: one review of draft Inventory Management Plans.

Deliverables:

- Inventory Management Plans.

Task 5: Business-as-Usual Model

What Sets Us Apart. *Lotus has extensive experience working with communities to project emissions in a business-as-usual environment. Having worked with communities and state agencies across Colorado, we are well versed in the policy and non-policy drivers that will impact local greenhouse gas emissions in the future.*

We will model a business-as-usual (BAU) forecast of emissions from the baseline year in annual increments until 2050. Combined with the Town’s current community-wide GHG emissions, the BAU forecast will help Winter Park to understand why action is needed and how our actions today influence emissions over time. The BAU will also take into account key policy and non-policy drivers that may impact emissions and co-pollutants. This includes population growth, new construction, stated utility emissions reductions goals, and current rules, regulations, and programs applicable to the Town of Winter Park. *Note: as the Town has not yet*

developed a Climate Action Plan or strategies for emissions reduction, and given the short timeline for this project, Lotus proposes to only model business-as-usual emissions.

Additionally, Lotus will complete a high-level contribution analysis utilizing the Contribution Analysis spreadsheet tool developed by ICLEI. Since the Town has no prior GHG inventories, we will utilize two years worth of building energy use and VMT data to understand the impact that population growth, development, and weather patterns have on energy use and transportation within the Town.

Due to the short timeline for this project, Lotus can model up to five (5) GHG reduction strategies for the Climate Action Program. Lotus will work with the Town to identify these strategies as early in the project as possible.

Expectations for Town staff: provide input on policy and non-policy drivers to include in the business-as-usual model.

Specific subtasks include:

- Review all past work that could be utilized in the BAU.
- Develop a transparent, user-friendly Excel-based spreadsheet tool that projects GHG emissions from the baseline through 2050.
- Collect two years of monthly energy use and VMT data.
- Complete the ICLEI contribution analysis tool.
- Model up to five GHG reduction strategies out to 2050.

Deliverables:

- Community BAU GHG emissions forecast and strategies model workbook and accompanying documentation.
- Contribution Analysis tool and associated data.

Task 6: GHG Emissions Report

What Sets Us Apart. *We are both content experts AND communication experts. We excel at taking complicated information and presenting it to the public. We use an impact-data driven approach, where we use data to elevate the understanding of our stakeholders, transitioning them from an observer to an active participant and a co-creator of solutions.*

Lotus will prepare a GHG emissions report to present the results of the community-wide GHG inventory. The report will be graphic/infographic heavy. The report will be written and formatted so that it is easily understood and received by the public. Included as a part of the report will be background on the project and community-wide GHG emissions inventory, discussion of findings, trends in data, and benchmarking data against other ski towns.

Lotus will also draft a summary of municipal operations GHG inventory results. This can be included as a section in the overall report, an appendix in the overall report, or as a standalone report. Lotus staff will work with Winter Park staff to determine the best format for the municipal GHG emissions summary.

Initial content will be provided as a Word document for feedback. It is assumed that there will be one round of edits. *Note: Lotus is able to design the report in InDesign for an additional fee.*

Expectations for Town staff: provide input on structure/outline of the final report, provide suggested edits and feedback on draft of final report.

Specific tasks include:

- Prepare a summary report that includes:
 - Key findings of the 2023 community-wide and municipal operations inventories.
 - A comparison of activity data and emissions trends between other ski towns in the country.
 - List of potential opportunities and necessary actions for emissions reductions.

Deliverables (Each deliverable will have one round of feedback):

- Draft Word Document.
- Final Word Document.

Task 7: Staff Presentation

What Sets Us Apart. *We will ensure that the Winter Park staff is equipped to understand and share the inventory results with Town commissioners, colleagues, residents, and business owners. Lotus is an expert at building capacity within staff so that the inventory process is seamless from year to year.*

Lotus will present the final project results to help Town staff understand the results of the GHG inventories and other deliverables. This meeting can also function as a training session for Town staff on how to utilize and update the GHG emissions inventory workbooks in future years. It is expected that this presentation will be virtual. If the Town desires the presentation to be in person, Lotus can adjust costs accordingly.

Expectations for Town staff: set up a time for the presentation, one review meeting to go over results of the project deliverables.

Deliverables:

- One presentation to Town staff.

Estimated Budget and Timeline

Detailed Budget

Task and Subtask	Lotus Labor Hours				Total Hours	Total Labor Costs
	Director	Senior Associate	Associate	Research Associate		
	\$190	\$170	\$150	\$130		
Task 1: Project Management	5	15	2	5	27	\$4,450
Task 2: 2023 Community GHG Inventory	4	15	15	35	69	\$10,110
Task 3: 2023 Municipal GHG Inventory	4	15	10	35	64	\$9,360
Task 4: Inventory Management Plans	0	6	0	20	26	\$3,620
Task 5: Business-as-usual + model	3	35	40	45	123	\$18,370
Task 6: GHG Report	2	10	10	30	52	\$7,480
Task 7: Staff Presentation	0	5	0	5	10	\$1,500
Total Costs	18	101	77	175	371	\$54,890

Lotus believes this work will cost \$54,890. We are able to work at an hourly rate for additional work that is not included in the scope above.

BUDGET CONTROL

To stay on budget, Lotus takes the following steps in each project:

- **Set goals early on.** We take pride in our ability to manage complex and multifaceted projects. We begin every project with kick-off meetings that dive deeply into project goals, timelines, budgets, measures of success, and milestones while confirming the scope of work.
- **Hold regular check-ins.** We set a schedule of regular conversations to update our clients on work achieved to date, challenges, and next steps. We also hold regular meetings internally to be sure we are continually moving forward together.
- **Allow for flexibility.** We also allow for flexibility. We acknowledge that over the project term, not everything we know to be true today will still be true at the project's completion. Our regular conversations ensure that there are no big surprises and allow our clients to brainstorm with us as things change.
- **Document all conversations.** All meetings – check-in calls, stakeholder discussions, internal calls – include agendas and a recap of meeting minutes. This ensures that we have a paper trail to reference.
- **Prepare detailed monthly invoice reports.** Accompanying our detailed invoices are monthly invoice reports that include subtasks and deliverables completed to date, those in progress, and those still to be completed.

Schedule

The Lotus team anticipates completing this work in five months. However, this timeline assumes timely receipt of necessary data from Winter Park. Our schedule is based on our expertise and experience from many years of this work.

Task and Subtask	June	July	Aug	Sep	Oct
Task 1: Project Management	[Task 1: Project Management]				
Task 2: 2023 Community GHG Inventory	[Task 2: 2023 Community GHG Inventory]				
Task 3: 2023 Municipal GHG Inventory	[Task 3: 2023 Municipal GHG Inventory]				
Task 4: Inventory Management Plans			[Task 4: Inventory Management Plans]		
Task 5: Business-as-usual + model			[Task 5: Business-as-usual + model]		
Task 6: GHG Report				[Task 6: GHG Report]	
Task 7: Staff Presentation					[Task 7: Staff Presentation]

Ongoing Support

Part of our mission is to empower our clients to complete future projects in-house and use the data in their everyday work. Our deliverables are transparent; we keep records of all emails, phone calls, and original datasets to leave a paper trail for the next iteration. Lotus has an open-door policy if previous clients have questions after the contract has ended. We are happy to answer a reasonable amount of additional questions at no additional fee after the project's completion. If the client requires changes and/or enhancements to final work products, we will charge an hourly rate – no retainer needed.

Company Profile

Lotus has supported clients with their sustainability initiatives through policy and program development and administration; GHG inventories and modeling; training and outreach; energy efficiency and renewable energy strategy creation; climate action planning; and stakeholder engagement. We have developed GHG inventories and communicated inventory and modeling results with successful and measurable outcomes.

Our experience is diverse and well-rounded. We have worked with communities ranging from urban to rural, impoverished to wealthy, growing to shrinking, conservative to liberal, plains to mountains, and small to large.

Our key practice areas include:

- **Greenhouse gas accounting, modeling and visualizations.** We create defensible inventories that identify all sectors, sources, and activities responsible for GHG emissions. We are diligent about collecting accurate data, yet we are also well versed in data capture and tracking limitations. Through our expertise, we can come up with creative, transparent approaches to collecting accurate data and updating past inventories. Lastly, we have helped clients understand not only their emissions but also removal trends through carbon sequestration.
- **Climate action and resiliency planning.** Through research and reporting, communications, stakeholder engagement, and data analysis and modeling we help communities identify what they need to do to integrate sustainability and resiliency into their long-term planning and programming.
- **Communications and engagement.** One of our greatest strengths is the ability to take technical information and translate it into information that can be easily understood by decision-makers and the general public. We have utilized various outreach platforms including open houses, focused small groups, case studies, blogs, social media, websites and pages, and reports to promote climate action plans to a vast list of stakeholders (internal and external). We excel at facilitating diverse groups of stakeholders, both in-person and virtually, and leading conversations that drive consensus and result in decisions that can make real change.

Specific Greenhouse Gas Qualifications

We understand the primary, and secondary, barriers and challenges to collecting accurate GHG accounting data, creating a meaningful GHG emissions inventory, and forecasting GHG emissions. Our broad expertise will enable us to ensure that Winter Park meets its GHG accounting goals and target setting. **We've helped 16% of CDP's 2023 A-List communities prepare their GHG emissions inventories and are fluent in CDP reporting and submissions.** Our expertise includes:

OVERARCHING GHG EXPERIENCE

- We have worked with more than a dozen organizations to complete their **first GHG inventories** and helped them establish the most applicable boundaries and utilize the correct protocols.
- We are **experienced**. We have completed and evaluated **over 50 GHG emissions inventories** for public and private sector clients using a range of protocols and methodologies. We have completed BAU forecasting for multiple clients. We have **conducted QA/QC** on a variety of datasets, including GHG and source data, with a concentration on accuracy and transparency.
- Further, we can create a **customized, easy-to-use GHG emissions tracking tool** that most effectively supports your work.

DATA COLLECTION AND TOOL CREATION EXPERIENCE

- We are **diligent about collecting accurate data**. We are well versed in data capture and tracking limitations, and we understand the barriers to creating a single, unified approach to GHG accounting. Through our expertise, we can come up with **creative, transparent approaches** to collect accurate data. This will ensure that future GHG inventories will be able to be completed internally. In addition, when collecting data, we are **highly organized** and will have all questions for the entity prepared before outreach to **ensure minimal repeated data requests**.
- We are **resourceful with constraints**. Each community and GHG inventory are unique. Due to our experience working with multiple protocols and complex organizational boundaries, we can: 1) work around data constraints; 2) brainstorm replicable and transparent solutions; and 3) ensure that data is comparable between one data resource and others.
- We have worked with our clients to uncover all potential emission sources that are not typically included such as **forestry, extractive industry, and oil and gas**.
- We are research and data-driven, and our curiosity and passion for **ensuring accurate inventories** have led us to question standard assumptions and back-end errors in industry tools and calculators and **suggest appropriate solutions** for issues we have found.
- We **are technical**. Not all tools are a one-size-fits-all solution. We have **created many calculation and inventory tools** to support sustainability initiatives for a variety of projects and client needs.

CARBON STOCK AND SEQUESTRATION QUALIFICATIONS

- **Lotus has assessed carbon stocks** for several clients and landscapes across the country including the Colorado Plateau, Maui County, and Kamehameha Schools. Lotus also **assessed carbon sequestration potential** for lands owned by Kamehameha Schools.
- Hillary Dobos **ran the first-ever, state-wide Voluntary Carbon Market - Colorado Carbon Fund**. Hillary was in charge of all aspects including fostering the growth of the program through **carbon offset procurement** (i.e., financing, project development) and increasing demand for carbon offsets (i.e., marketing, program management, private-public partnerships).
- Prior to joining Lotus, Rachel Meier worked for The Nature Conservancy in Colorado and New Mexico **performing spatial analysis** and providing support to both chapters' Forest programs. While with the Colorado Chapter, Rachel **conducted original research** and **wrote a report on carbon sequestration** in Colorado's lands and best management practices to maintain and increase sequestration in forests and other land cover types within the state.
- While with the New Mexico Chapter, Rachel worked closely with the Forest and Stewardship Program directors to develop a **forest treatment monitoring program**

that used an Unmanned Aerial Vehicle (UAV) to **capture aerial images of forest treatments** on the Chapter's preserves. Metrics such as canopy cover, species, and height were able to be measured once the images were **analyzed using GIS**.

Commented [1]: TBD

COMMUNICATING THE DATA

- **We are detail oriented.** We methodically capture all communications from data contacts and document all data assumptions. This will help ensure that all work can be replicated.
- For numerous clients we have **projected emissions out to 2050** while considering population growth (or shrinking), increase in square footage, national policy, and changing grid makeup. These models allow our clients to identify target sectors for policies and programs.
- We have **created written reports with innovative data visualizations** to effectively display complex GHG inventory and forecasting results.
- We have **developed information and media materials** for the purposes of public education, media information, coalition building, and goal setting.

ADDITIONAL QUALIFICATIONS

While our GHG expertise is a great fit for this project, we believe our love of this work is just as important. The following is a list of additional unique qualifications and offerings that Lotus would bring to the project:

- **We are passionate** about this work. This energy will be evident in your interactions with us, our work ethic, and our deliverables.
- **We are your team.** The same people who compete for the project and manage the project are the same people who do the actual work, creating a streamlined and efficient process.
- **We are experienced project managers.** We are highly organized to ensure that the right steps are taken in the right order and the end goals are achieved in an effective and efficient manner. This will be essential to keep the project organized.
- **We have created strong partnerships and relationships** with non-profit organizations, utilities, public sector entities, and private sector firms.
- **We can make project decisions quickly**, without getting additional approval. Our small size allows us to be nimble and agile.

Team Description

Primary Project Manager

Rachel Meier, Lotus Senior Associate, **will be the project manager and lead for this project.**

Rachel is Lotus' public sector GHG accounting expert and supports and leads tasks related to all of Lotus' public sector GHG inventories, GIS, and data visualization services. She also manages public sector climate action planning projects, such as the Denver Regional Council of Governments' (DRCOG) federally-funded Priority Climate Action Plan (PCAP) project. During her time with Lotus, Rachel has managed dozens of greenhouse gas emissions inventories, including inventories for the City and County of Denver, the City of Boulder, the City of Bozeman (MT), and the twelve-county DRCOG PCAP planning area. She has supported the completion of many GHG emissions inventories and forecasts and led the first-ever GHG inventories for the Cities of Arvada (CO), Commerce City (CO), Grand Junction (CO), and Colorado Springs (CO), as well as Larimer County, amongst others. Before joining Lotus, Rachel supported sustainability and conservation efforts in the non-profit sector. Rachel earned a Masters of the Environment (MENV) in Sustainability Planning & Management from the University of Colorado-Boulder and a B.A. in Environmental Studies and Geography from Gustavus Adolphus College (MN).

Lotus Project Team

Hillary Dobos (Denver, CO), President and Owner of Lotus, **will provide quality assurance/quality control support to the project.** Hillary is known for her GHG accounting, project and program management, market and regulatory/policy creation and analysis, facilitation, communications (internal and external), and report writing. Hillary has led 40+ GHG Inventories including the groundbreaking Colorado Plateau inventory, Holy Cross Energy GHG inventory, Boulder County, and Summit County (CO). The majority of these projects included forecasting and calculating GHG emissions. In addition, she has led private sector GHG work with clients ranging from local banks to Fortune 100 companies. Lastly, before Lotus, Hillary completed the first Colorado State Government GHG inventory and led the Colorado Carbon Fund – the first statewide voluntary carbon offset fund – which calculated emissions for companies, individuals, and air travel. Hillary has served on various local and national boards that focus on conservation, energy efficiency, and renewable energy. Hillary earned her B.A. in Art History and Economics from Bowdoin College and her MBA from the University of Colorado-Boulder.

Tom Herrod (Denver, CO), Managing Director of the Greenhouse Gas Accounting, Modeling, and Visualization Team, **will provide data analysis and quality assurance/quality control support to the team** and brings 25 years of experience in federal, tribal, state, and local government environmental programs. Having worked in the public and non-profit sector for most of his career, Tom understands the needs of local governments in their pursuit of climate

and sustainability action. Tom has also worked with multiple local governments across the US and internationally in his role as a Senior Program Officer with ICLEI, USA - providing both direct support to local government staff and elected officials, as well as helping them navigate global convenings related to climate and biodiversity. Tom holds a Master's Degree in Environmental Policy and Management, as well as completing Doctoral Research in the field of Aquatic Resources.

Natalie Cross (Denver, CO), Research Associate at Lotus, **will provide research, writing, and data entry and analysis support.** Natalie has over three years of experience with greenhouse gas accounting, data analysis and visualization, and geospatial analysis. She is also skilled at synthesizing research and technical data into concise and easily-understandable reports. Her notable GHG inventory work with Lotus includes Bozeman (MT), Grand Junction (CO), and Mission (KS). Before joining Lotus, Natalie led her college's greenhouse gas emissions inventory process, streamlining data collection and modernizing the data visualizations. Natalie also brings data and spatial analysis experience from her research-based background in biometeorology. She completed her B.A. in Environmental Science at Colorado College.

Kara Colovich (Lander, WY), Data Research Associate at Lotus, **will provide GHG inventory, writing, and data analysis support.** Kara has five years of experience in greenhouse gas management and accounting within the nonprofit and municipal sectors. Before joining Lotus, she created and managed her own business helping communities in Wyoming assess their GHG footprint, understand their energy use, apply for federal and state grant funding, and employ effective communication strategies within conservative demographics. Kara is a bridge builder across communities and enables people to take action with clear and data-driven information. She also brings knowledge from the rooftop solar industry and from managing B-Corp certifications. Her formal education consists of a B.A. in Environmental Studies with a minor in Climate Change Studies and a certificate in Sustainable Business Strategy from University of Montana.

Prior Work Examples



Alterra Mountain Company

Client contact: Darcie Renn (She/Her), Vice President, Sustainability
Phone and Email: (303) 749-8382; drenn@alterramtnco.com

Lotus developed greenhouse gas inventories for the 16 resorts owned by Alterra, Canadian Mountain Holidays, Alpine Aerotech, and Alterra's Denver headquarters. Included in this was a detailed analysis of the emissions impact of visitor travel to the resorts. Lotus partnered with McKinstry to develop specific climate action strategies and an interactive Storymap detailing the results and recommendations. Lotus also calculated an induced travel analysis. Our work can be found in the [Forward Stance \(pages 72-105\)](#) publication.



YMCA of the Rockies

Client Contact: Amy Wolf, Environmental Sustainability Director
Phone and Email: (970) 887-2152, x4169; awolf@ymcarockies.org

Lotus worked with YMCA of the Rockies to support the development of a Sustainability Action Plan that addressed the sustainability objectives of the YMCA of the Rockies strategic plan. The project actively engaged YMCA of the Rockies staff to foster a culture of sustainability within the organization and facilitate the implementation of effective climate action strategies. To support this work, Lotus conducted a comprehensive greenhouse gas emissions inventory of both campus locations, as well as emissions modeling of sustainability strategies to gain insights into YMCA of the Rockies' environmental footprint and which strategies would be most impactful. Furthermore, Lotus developed a cost evaluation of carbon emission reduction strategies for the YMCA of the Rockies. The strategies evaluated for implementation costs were

also those that were modeled by the Lotus team for their anticipated carbon reduction impact. To ensure holistic implementation of the Sustainability Action Plan, Lotus worked with guest-facing staff to develop a Best Practice Guide and Lesson Plan for guest engagement in sustainability initiatives.

Finally, Lotus worked strategically with YMCA staff to bring forward a GHG reduction goal to the YMCA Board of Directors and Senior Leadership to ensure the plan and associated goal were aligned with the mission and values of YMCA of the Rockies and that the Board understood the responsibilities associated with setting a GHG target for the organization.



City of Bozeman

Client Contact: Natalie Meyer; Sustainability Program Manager

Phone and Email: (406) 582-2317; nmeyer@bozeman.net

Lotus developed Bozeman's 2020 community GHG inventory and developed an inventory management plan for the City's new Sustainability Associate. Lotus also presented the results of the inventory in person to the City's Sustainability Board and trained the Bozeman team on how to update the inventory workbook in future years. Additionally, Lotus created a final report that described the results of the inventory, trends between the baseline year (2008) and the 2020 inventory, and results from an analysis of the average annual carbon sequestration of the city's lands using the LEARN tool from ICLEI. Lotus also developed an [infographic](#) for the City to use when communicating the results of the inventory with residents and important stakeholders.



Winter Park Resort

Client Contact: Sky Foulkes, Regional Chief Operating Officer at Alterra Mountain Company

Email: SFoulkes@winterparkresort.com

Note, this project was completed by Sterling Sustainability. However, two Lotus staff members, Kim Schlaepfer and Claire Kantor, were actively involved throughout the project before and during their employment at Lotus as subconsultants to Sterling Sustainability. Kim led the staff engagement and strategy development scopes, and Claire played an important support role throughout the project.

Lotus Team members worked with Winter Park Resort to develop their first Sustainability Action Plan. Winter Park had been executing sustainability efforts for years which culminated in an Action Plan that will help build a strong foundation for sustainability work, and allow the resort to reduce its GHG footprint, in line with Alterra's goals. The project team engaged with staff from diverse departments to identify opportunities for resource use reduction, protection of natural resources, and to reduce GHG emissions across the resort operations. In addition, the project team worked with Winter Park and Alterra staff to identify key new construction standards for their upcoming expansion projects.

The plan includes a prioritized list of sustainability projects, including action steps, resources, and responsible parties. The prioritization was developed through engagement with the senior leadership team, and the final list of strategies was vetted with staff and leadership to ensure it was reflective of the goals and values of the resort.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 18th day of June 2024 (the "Effective Date"), by and between the Town of Winter Park, a Colorado home rule municipality with an address of P.O. Box 3327, 50 Vasquez Road, Winter Park, Colorado 80482 (the "Town"), and Lotus Engineering & Sustainability, an independent contractor with a principal place of business at 1627 Vine St, Denver, Colorado 80206 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

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

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

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, Quote for the Completion of a 2023 Greenhouse Gas Emissions Inventory for the Town of Winter Park, attached hereto and incorporated herein by this reference.

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

C. The contractor shall perform quality assurance and control practices to ensure that the work performance is accurate. If the contractor makes an error in the work, the Town of Winter Park will not be expected to pay an hourly rate to fix the error the burden falls on the contractor.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 7 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

A. In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor an amount not to exceed \$ 54,890. This maximum amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor shall not be paid until the Scope of Services is completed to the satisfaction of the Town.

B. Notwithstanding the maximum amount specified in this Section, if Contractor completes the Scope of Services for less than the maximum amount, Contractor shall be paid the lesser amount, not the maximum amount.

IV. PROFESSIONAL RESPONSIBILITY

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

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

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work under the Scope of Services.

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

VI. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

VII. INSURANCE

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

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

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

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

VIII. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount

represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

**TOWN OF WINTER PARK,
COLORADO**

Keith Riesberg, Town Manager

ATTEST:

Danielle Jardee, Town Clerk

[CONTRACTOR]

By: _____
For: Hillary Dobos

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 20__, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

Commented [RM1]: @Mia if the Town uses Docusign or a similar technology for signing the contract, can you have the email sent to Tom instead? He will sign for Hillary (she's out of Town for the next few weeks).

**EXHIBIT A
SCOPE OF SERVICES**

Contractor's Duties

During the term of this Agreement, Contractor shall perform the following duties, as directed by the Town:

Contractor's Deliverables

In performance of the duties described above, Contractor shall deliver the following items to the Town, during the timeframes established by the Town:

MEMO

TO Mayor and City Council
FROM Alisha Janes, Assistant Town Manager
CC Keith Riesberg, Town Manager
DATE June 14, 2024
RE 2024 Community Housing Lease Rates

Background

Rent at Hideaway Place Apartments was not increased between the original lease-up of the building in 2017-2018 and lease renewals in 2023. In 2023, staff recommended a 10% increase in rental rates to offset increases in debt service, maintenance, and operating costs. Even with a 10% increase in 2023, Hideaway Place apartment rents do not cover debt service and operating expenses, and the development has an operating deficit of over \$100,000 annually. While community housing projects are not generally revenue positive projects, it is more typical for funding gaps to be closed on the front-end of the project or for annual support to be planned at a defined amount for a defined term. Adopting resolution 2156 will not fully close the operating sort-fall of Hideaway Place apartments, but makes steps forward to address the revenue shortfall, bring the one-bedroom pricing more in-line with typical affordable housing rates, define an area-median income qualification, and better match incomes with rental rates.

Analysis

Town Council adopted a 5% rent increase with 2024 budget. Since the budget adoption, HUD and subsequently CHFA have released their 2024 area-median income limits for rentals with a 9.9% increase from 2023 to 2024. Federally HUD has made an amendment that will no longer factor inflation into AMI updates and so future year increases in Area-Median income will slow and will not exceed 10%. While Hideaway Place does not have a formally recorded deed restriction that requires strict adherence to AMI limits, it is appropriate to close the operating deficit and more tightly match rental rates and area-median income. In future years, it may be necessary for staff to recommend increases that outpace AMI growth to catch-up from flat rental rates prior to 2023.



Staff is recommending the following changes to the rental rate program moving forward in 2024:

- There were two leases executed in 2024 prior to the adoption of this resolution. Staff executed the leases at the budgeted 5% increase.
- For current residents renewing leases in 2024, staff are recommending a 7% increase in 2-bedroom rental rates and a 10% increase in one-bedroom rates. This maintains 1-bedroom rates at 55% AMI and 2-bedroom rates at slightly below 80% and starts to right-size the pricing discrepancy between one and two-bedroom units.
- For new leases, staff recommend formalizing an 80% AMI requirement. The new rental rates are listed below and would require residents to show an income of not more than 85% of AMI. This would apply to units in the 2024 rental lottery.
- For apartments rented to Town of Winter Park staff, rental rates going forward would be set based on a percentage of gross income, not to exceed 25% or 30% if a staff member has requested space to be able to have a roommate. Rental rates will not fully adjust to be based on income in a single year but will be adjusted overtime at a rate not to exceed 10% increases on an annual basis. The resulting rental rates are listed in the table for 2024 lease renewals. Moving forward this standardized practice will allow for better equity across apartment buildings and for new staff that may be placed in private rentals with a housing stipend.
- In accordance with state law, all residents will be given a minimum notice of 90-days prior to lease renewal with updated lease rates.

The recommending changes result in the following rental rates:

Property:	Unit Type:	Lease Renewal Dates	Monthly Lease Rate:
Hideaway Place Apartments	2-Bedroom, 2-Bathroom	Renewals Prior to July 1, 2024	\$1,700
Hideaway Place Apartments	1-Bedroom, 1-Bathroom	Renewals After July 1, 2024	\$1,025 (55% AMI)
Hideaway Place Apartments	2-Bedroom, 2-Bathroom	Renewals After July 1, 2024	\$1,735 (75% AMI)
Hideaway Place Apartments	1-Bedroom, 1-Bathroom	New Leases	\$1,540 (80% AMI)
Hideaway Place Apartments	2-Bedroom, 1-Bathroom	New Leases	\$1,695 (Average of 1 & 2-Bedroom at 80% AMI)
Hideaway Place Apartments	2-Bedroom, 1-Bathroom	New Leases	\$1,850 (80% AMI)
Hideaway Place Apartments	1-Bedroom, 1-Bathroom	Town of Winter Park Employee Unit	\$1,025



Hideaway Place Apartments	2-Bedroom, 2-Bathroom	Town of Winter Park Employee Unit	\$1,587-\$1,985
Hideaway Place Apartments	2-Bedroom, 2-Bathroom Master Lease	Master Lease	\$1,850

Recommendation

Staff recommends approval of resolution 2156 setting residential lease rates for community housing for 2024.

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

I move to approve resolution 2156 setting residential lease rates for community housing for 2024.

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

I move to deny resolution 2156 setting residential lease rates for community housing for 2024.

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

TOWN OF WINTER PARK

RESOLUTION NO. 2156
SERIES OF 2024

A RESOLUTION OF THE TOWN COUNCIL SETTING RESIDENTIAL LEASE RATES FOR COMMUNITY HOUSING FOR THE YEAR 2024

WHEREAS, the Town Council has adopted an annual budget for fiscal year 2024 reflecting a 5% increase in community housing lease rates;

WHEREAS, the debt service for Hideaway Place Apartments has increased 21% since 2018; and;

WHEREAS, increases in maintenance and operating costs have created an operating deficit in excess of \$100,000 annually;

WHEREAS, the area median income for Grand County reported by the Colorado Housing Finance Authority increased 9.9% from 2023-2024.

WHEREAS, in order to address the operating deficit, Town Council wishes to further increase rental rates for new residents and residents renewing their leases in 2024 at a 10% increase for one-bedroom units and a 7% increase for 2-bedroom units; and

WHEREAS, rental rates for Winter Park Town staff who are exempted from area-median income requirements will be set based on their income with no annual increase greater than ten percent.

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

Section 1. The following community housing lease rates are adopted for 2024. All leases set for renewal throughout the year will be renewed at the appropriate adopted rate. The lease rate does not include utility charges that are passed along to residents or paid separately by the lessee according to the terms of each specific lease.

Property:	Unit Type:	Lease Renewal Dates	Monthly Lease Rate:
Hideaway Place Apartments	2-Bedroom, 2-Bathroom	Renewals Prior to July 1, 2024	\$1,700
Hideaway Place Apartments	1-Bedroom, 1-Bathroom	Renewals After July 1, 2024	\$1,025
Hideaway Place Apartments	2-Bedroom, 2-Bathroom	Renewals After July 1, 2024	\$1,735
Hideaway Place Apartments	1-Bedroom, 1-Bathroom	New Leases	\$1,540 (80% AMI)

Hideaway Place Apartments	2-Bedroom, 1-Bathroom	New Leases	\$1,695 (Average of 1 & 2-Bedroom at 80% AMI)
Hideaway Place Apartments	2-Bedroom, 1-Bathroom	New Leases	\$1,850 (80% AMI)
Hideaway Place Apartments	1-Bedroom, 1-Bathroom	Town of Winter Park Employee Unit	\$1,025
Hideaway Place Apartments	2-Bedroom, 2-Bathroom	Town of Winter Park Employee Unit	\$1,587-\$1,985
Hideaway Place Apartments	2-Bedroom, 2-Bathroom Master Lease	Master Lease	\$1,850

PASSED, ADOPTED AND APPROVED this 18th day of June 2024.

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk