

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, December 3, 2024 – 5:30 p.m.
Dinner Provided



AGENDA

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

Public Comment is restricted to three minutes per person, and you must state your name and physical address for the record. Please be mindful of not reiterating other people's comments.
3. Consent Agenda
 - a. Approval of November 19, 2024, Regular Meeting Minutes
4. Action Items
 - a. Resolution 2192, A Resolution Approving the Order and Purchase of a 2025 Chevrolet 1500, Four Wheel Drive Crew Cab Model Pickup for the Building Department
 - b. Resolution 2193, A Resolution Approving the Climate Resilience Challenge Initiative Grant Application that is Part of the Energy and Mineral Impact Assistance Fund Program to the State of Colorado Department of Local Affairs
 - c. Ordinance 626, Ordinance 626, An Ordinance Approving Zoning a 3.79 Acre Parcel of Land Annexed Into the Town of Winter Park (The Connor-Bertron Addition) as Single-Family Residential (R-1) Zone District, Second Reading and Public Hearing
 - d. Ordinance 627, An Ordinance Revising Amounts Budgeted and Appropriated for Fiscal Year 2024 and Amending the 2024 Adopted Budget for the Town of Winter Park, Colorado, Second Reading and Public Hearing
 - e. Ordinance 628, An Emergency Ordinance Approving an Extension to the Franchise Agreement with the Public Service Company of Colorado, Its



Affiliates, Successors, and Assigns Assigning the Right to Use the Streets Within the Town to Furnish, Sell, Transport and Distribute Gas to the Town and to All Residents of the Town, Granting the Right to Acquire, Construct, Install, Locate, Maintain, Operate and Extend Into, Within, and Through the Town All Facilities Reasonably Necessary to Furnish, Sell, Transport and Distribute Gas Within and Through the Town

- f. Resolution 2194, A Resolution Levying Property Taxes for the Year 2024 to Help Defray the Costs of Government for the Town of Winter Park, Colorado for the 2025 Budget
 - g. Resolution 2195, A Resolution Approving an Agreement with Aponte Public Affairs, Inc. (D.B.A. Aponte & Busam) to Provide Government Affairs Services
- 5. Town Manager's Report
 - 6. Mayor's Report
 - 7. Town Council Items for Discussion

You are invited to a Zoom webinar.

When: December 3, 2024, 05:30 PM Mountain Time (US and Canada)

Topic: Town of Winter Park Meeting

Register in advance for this webinar:

<https://us02web.zoom.us/j/8122111111>

MINUTES

DATE: Tuesday, November 19, 2024

MEETING: Winter Park Town Council

PLACE: Town Hall Council Chambers and Zoom Meeting Call

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

OTHERS PRESENT: Chief of Police Glen Trainor, Public Works Director Jamie Wolter, Community Development Director James Shockey, Senior Planner Brian Kelley, Sustainable Community Coordinator Mia Dorris, and Finance Director Craig Rutherford

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

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

2. **Town Hall Meeting**

No comments were made.

3. **Consent Agenda**

3.a. **Approval of November 5, 2024, Regular Meeting Minutes**

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

4. **Action Items**

4.a. **Public Hearing, Special Events Permits – Turkey Trot, Reindeer Run, Deck the Slopes at Winter Park Resort, and New Years Eve Celebration at Hideaway Park**

Town Clerk Danielle Jardee stated a brief description of each event; Turkey Trot is a 5k fundraiser on Thanksgiving Day at 9:30 a.m. starts at Cooper Creek Square and ends at Vicious Cycle Brewing, Reindeer Run is a new event, over the snow fun run on Friday, December 20 starts at 4:30 p.m. at A-Frame Club in Old Town and ends at Rendezvous Event Center at Hideaway Park with hot cocoa, sledding, and a candy cane lane, Deck the Slopes is a series of events at Winter Park Resort starting with tree lighting on November 30, and then holiday family fun on Saturdays throughout December which include festive drone shows and live reindeer, and ends with the annual torchlight parade on Christmas Eve, and last is the New Year's Eve Celebration which takes place from 7 p.m. to 9 p.m. at Rendezvous Event Center at Hideaway Park on New Year's Eve and features a free silent disco. Ms. Jardee stated Staff recommends

approval of all four events. Mayor Kutrumbos opened the public hearing, hearing no comments. Mayor Kutrumbos closed the public hearing.

Councilor Riley McDonough moved and Councilor Jeremy Henn seconded the motion approving Special Events Permits – Turkey Trot, Reindeer Run, Deck the Slopes at Winter Park Resort, and New Years Eve Celebration at Hideaway Park. Motion carried: 7-0.

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

Town Manager Keith Riesberg stated at the November 5 meeting the budget was formally submitted for Council’s consideration, also at that meeting the public hearing was opened and continued until today. Mr. Riesberg stated we did make one minor change to the language, we added the phrasing acknowledging that with adoption of budget, Council is also appropriating the funds allocated within the budget. Mr. Riesberg stated the budget as presented outlines the Town’s various projects and initiatives for the coming year, and like any plan it will be subject to modification and changes over the course of the year as projects warrant reconsideration or want additional allocation and appropriation of funding. Mr. Riesberg stated Staff does recommend approval and adoption of the budget. Mayor Kutrumbos reopens the public hearing, hearing no comments. Mayor Kutrumbos closed the public hearing.

Councilor Art Ferrari moved and Mayor Pro Tem Jennifer Hughes seconded the motion approving Resolution 2187, A Resolution Summarizing Revenue and Expenditures for Each Fund and Adopting a Budget for the Town of Winter Park, Colorado for the Calendar Year Beginning on the First Day of January 2025 and Ending on the Last Day of December 2025. Motion carried: 7-0.

4.c. Resolution 2189, A Resolution Making Findings of Fact, Determinations, and Conclusions Concerning the Annexation of Connor-Bertron Addition, a 3.79 Acre Parcel of Land Located in Unincorporated Grand County

Community Development Director James Shockey stated this resolution is a requirement of State Statute, to do a findings of fact, stating the property and the annexation is in conformance with the State Annexation Act. Mr. Shockey stated it meets all the requirements.

Councilor Michael Periolat moved and Councilor Art Ferrari seconded the motion approving Resolution 2189, A Resolution Making Findings of Fact, Determinations, and Conclusions Concerning the Annexation of Connor-Bertron Addition, a 3.79 Acre Parcel of Land Located in Unincorporated Grand County. Motion carried: 7-0.

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

Community Development Director James Shockey stated at your last meeting you approved the first reading of this ordinance. Mr. Shockey stated this ordinance annexes in the 3.79-acre parcel which includes Vasquez Rd., the road would come under ownership of the Town, it is currently under ownership of the County. Mayor Kutrumbos opened the public hearing. Applicant Cameron Bertron stated his thanks to Council and Staff during this process. Mayor Kutrumbos closed the public hearing.

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

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

4.e. Resolution 2190, A Resolution Approving the Annexation, Zoning, and Vested Rights Agreement with Connor-Bertron Holdings, LLC for Property Known as the Connor-Bertron Addition

Community Development Director James Shockey stated the development agreement outlines what is required of the property owner upon annexation. Mr. Shockey stated a few of the highlights from the agreement, Vasquez Rd. will be brought up to Town standards and the road is also being designed to incorporate a sidewalk if needed in the future. Mr. Shockey stated a RETA (Real Estate Transfer Assessment) of 1.5% is being added, 1% goes to the general fund and .5% goes to the affordable housing fund. Mr. Shockey stated the applicant will also pay the affordable housing fees at time of building permit application.

Councilor Rebecca Kaufman moved and Mayor Pro Tem Jennifer Huges seconded the motion approving Resolution 2190, A Resolution Approving the Annexation, Zoning, and Vested Rights Agreement with Connor-Bertron Holdings, LLC for Property Known as the Connor-Bertron Addition. Motion carried: 7-0.

4.f. Ordinance 626, An Ordinance Approving Zoning a 3.79 Acre Parcel of Land Annexed Into the Town of Winter Park (The Connor-Bertron Addition) as Single-Family Residential (R-1) Zone District, First Reading

Community Development Director James Shockey stated this ordinance zones the property upon annexation as R-1 Zone District, single-family residential, Staff and Planning Commission feel it is appropriate zoning for this location as it transitions out of Town limits and into the forest. Mr. Shockey stated the applicant is proposing three lots for this property and Staff recommends approval.

Councilor Art Ferrari moved and Councilor Rebecca Kaufman seconded the motion approving Ordinance 626, An Ordinance Approving Zoning a 3.79 Acre Parcel of Land Annexed Into the Town of Winter Park (The Connor-Bertron Addition) as Single-Family Residential (R-1) Zone District, First Reading. Motion carried by the following roll call vote:

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

4.g. Ordinance 627, An Ordinance Revising Amounts Budgeted and Appropriated for Fiscal Year 2024 and Amending the 2024 Adopted Budget for the Town of Winter Park, Colorado, First Reading

Finance Director Craig Rutherford stated ordinance 627 is an amendment to the 2024 budget, this time of the year Staff usually presents items that need to be amended into the budget but this year

the amendment is correcting an error that occurred. Mr. Rutherford stated the error occurred in the calculation of sales tax in preparation of the 2024 budget that resulted in an understatement of 1.3 million dollars in sales tax. Mr. Rutherford stated the corrected amount goes from \$8.3 million dollars to \$9.6 million dollars, due to the materiality of the year, Staff recommends the budget be amended to correct this.

Mayor Pro Tem Jennifer Hughes moved and Councilor Art Ferrari seconded the motion approving Ordinance 627, An Ordinance Revising Amounts Budgeted and Appropriated for Fiscal Year 2024 and Amending the 2024 Adopted Budget for the Town of Winter Park, Colorado, First Reading. Motion carried by the following roll call vote:

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

4.h. Resolution 2191, A Resolution Accepting the Proposal from the GreyEdge Group, LLC, Feasibility Study for the Town of Winter Park Geothermal Heating District and Awarding a Contract Therefor

Sustainable Community Coordinator Mia Dorris stated this resolution is to perform a geothermal feasibility study in the downtown corridor. Ms. Dorris stated we put out an RFP (Request for Proposal) and received six applications, an internal review community interviewed three of those six. Ms. Dorris stated GreyEdge Group came out ahead because they have substantial experience in other mountain and resort towns. Ms. Dorris stated the feasibility study will allow Town to apply for Colorado Energy Office funding for much more costly phase. Ms. Dorris stated Staff recommends approval this resolution.

Mayor Pro Tem Jennifer Hughes moved and Councilor Riley McDonough seconded the motion approving Resolution 2191, A Resolution Accepting the Proposal from the GreyEdge Group, LLC, Feasibility Study for the Town of Winter Park Geothermal Heating District and Awarding a Contract Therefor. Motion carried: 7-0.

5. Town Manager’s Report

Town Manager Keith Riesberg stated we wanted to update the Council that we are looking to make some changes to our transit routes, specifically as they enter Winter Park Resort. Mr. Riesberg stated all routes will enter through the North gates and exit through the South gates; it will reduce the potential of accidents on Winter Park Drive. Mr. Riesberg stated we have discussed this change with the Resort and they are in support of this change. Mr. Riesberg stated all routes will be going through Old Town, however only the green line will be stopping at the Old Town stop, that will be posted and noticed.

6. Mayor’s Report

Mayor Nick Kutumbos stated the Moffat Tunnel lease negotiations are fast and furious, they should be finalized by the end of this year, first quarter of next year. Mayor Kutumbos stated it looks very favorable to Winter Park because we have the infrastructure in place already. Mayor Kutumbos stated CDOT (Colorado Department of Transportation) is hosting an open house here at Winter Park Town Hall on December 10th to talk about the mountain rail connection. Mayor Kutumbos stated because focus is on Winter Park, the question to be asked to CDOT is how the governance of the rail is going to work in the future. Mayor Kutumbos stated a few other things in there will be enhancement for water quality and emergency equipment but feels that Grand

County is in a good position, the focus is going to be on our end and connections to the Front Range.

7. Town Council Items for Discussion

Councilor Rebecca Kaufman stated a Chamber of Commerce Board retreat update, there was significant conversation on how to support existing businesses, how to attract new businesses, and how to help businesses get their Staff insurance, etc., the basic things to keep people living here.

Councilor Riley McDonough stated he noticed Town Staff doing winter decorations late into the night and is excited for the Town to look good for the holiday season.

Mayor Nick Kutrumbos stated he has received negative feedback on Berthoud pass road conditions lately. Mayor Kutrumbos stated it is apparent that service on the other side of the pass is happening at different times than our side of the pass, he is trying to think of ways to give the proper feedback to CDOT, timestamped photos, etc. Mayor Kutrumbos stated he talked with a compost vendor about composting in our community and will follow-up with our Sustainable Community Coordinator Mia Dorris on it.

Councilor Jeremy Henn stated our invoice was paid to MT2030 (Mountain Towns 2030), so we are now founding community foundation members of MT2030. Councilor Henn stated an update on the JFOC (Joint Facilities Oversight Committee) meeting, they gave a quick update on brewers and distillers, and JFOC will pay to haul the waste through February, and our district may extend that to make it easier on the couple brewers we have in Town. Councilor Henn stated the capacity of the wastewater plant, the plant is operating at 70%, Town of Fraser has come up with an engineer's idea to get us up to 100% operating capacity, but not gaining any real capacity. Councilor Henn stated there are talks of possible expansion of the plant. Councilor Rebecca Kaufman asked who regulates what the brewers and distillers have to do. Councilor Henn stated our water district, Grand County Water and Sanitation District #1 and ultimately the State. Councilor Kaufman stated she is trying to understand who can tell businesses what to do. Councilor Henn stated the JFOC can't impose rules and regulations on districts they can only do that on the wastewater treatment plant. Town Manager Keith Riesberg stated the JFOC can't force or impose regulations on the districts, those decisions are arrived at through mutual agreements between the three entities on the management and operation of the wastewater treatment plant. Mr. Riesberg stated it's not as if the Town of Fraser is forcing this on the entities, at the end of the day through the JFOC there is an acknowledgement that the wastewater stream to the plant is needing some additional regulations. Mr. Riesberg stated the pretreatment programs that are being put into place are a standard that brewers on the front range and other communities would be required to comply with. Mr. Riesberg stated so it's not out of the ordinary, while the districts weren't requiring it initially, with the recording and monitoring of the waste stream they are now at the spot where they are needing to do this. Councilor Henn and Councilor Art Ferrari explain and discuss water, wastewater, wastewater plant, capacity, etc. Councilor Art Ferrari stated this may be a good item to workshop with Grand County Water and Sanitation. Mr. Riesberg stated he agreed that it would be a good workshop item for Town Council.

There being no further business to discuss, upon a motion regularly adopted, the meeting was adjourned at 6:11 p.m.

The next scheduled meeting of the Town Council will be Tuesday, December 3, 2024, at 5:30 p.m.

Danielle Jardee, Town Clerk



MEMO

TO Town Council
FROM Jamie Wolter, Public Works Director
CC Town Manager Keith Riesberg
DATE November 25, 2024
RE Chevrolet 1500 Pick Up for Building Department – Order & Purchase

The Town's Building Department has been using an older model Chevrolet Tahoe that was handed down as a retired police department vehicle. This vehicle needs to be disposed of and auctioned off. This memo is to support a resolution approving the order and purchase of a new Chevrolet 1500 4-wheel drive Crew Cab Pick Up, 2025 model year. This replacement is budgeted in the 2025 Capital Equipment Replacement Schedule for the Building Department. If ordered in the next week or two the delivery date will be late January or early February 2025 with payment due 30 days after delivery.

The Town has worked with Elway Chevrolet Fleet department in the past. Elway Chevrolet has government pricing that eliminates the requirement for multiple quotes. The price of the Chevrolet 1500 4-wheel drive Crew Cab Pick Up, 2025 model year is \$44,700.00. This purchase is budgeted in the 2025 Capital Equipment Replacement Schedule.

Town staff and the Fleet Mechanic recommend this purchase.

TOWN OF WINTER PARK

RESOLUTION NO. 2192
SERIES OF 2024

A RESOLUTION APPROVING THE ORDER AND PURCHASE OF A 2025 CHEVROLET 1500, FOUR WHEEL DRIVE CREW CAB MODEL PICKUP FOR THE BUILDING DEPARTMENT

WHEREAS, The Town of Winter Park budgets for equipment replacement through the Capital Equipment Replacement Budget; and

WHEREAS, The 2025 Capital Improvement Budget funded the replacement at \$40,000 for a new Building Department vehicle, this model Pickup was requested by the Building Department; and

WHEREAS, The Elway Chevrolet Fleet Dealer has government pricing and has been used for vehicle purchases in the past, and

WHEREAS, Town staff researched several options with the truck from Elway Chevrolet being available for order now with delivery scheduled for late January or early February 2025.

NOW THEREFORE, BE IT RESOLVED that the Town Council of Winter Park, Colorado hereby awards the bid to Elway Chevrolet Fleet Dealer for the purchase of the 2025 Chevrolet 1500 Four Wheel Drive, Crew Cab Pickup at a total cost of \$44,700.00.

APPROVED AND PASSED this 3rd day of December, 2024 by a vote of ____ to ____.

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk



John Elway Chevrolet

SARAH DUDGEON | 303-789-6763 | sdudgeon@elwaydealers.net

Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

Quote Worksheet

	MSRP
Base Price	\$46,000.00
Dest Charge	\$1,995.00
Total Options	\$2,180.00
Subtotal	\$50,175.00
Subtotal Pre-Tax Adjustments	
	\$0.00
Less Customer Discount	(\$5,475.00)
Subtotal Discount	(\$5,475.00)
Trade-In	\$0.00
Excluded from Sales Tax	Subtotal Trade-In
	\$0.00
Taxable Price	
	\$44,700.00
Sales Tax	\$0.00
Subtotal Taxes	
	\$0.00
Subtotal Post-Tax Adjustments	
	\$0.00
Total Sales Price	
	\$44,700.00

Comments:

STATE OF COLORADO AWARD 193796
US FEDERAL GOVT. SAM.GOV #NLPNC96A9FG5
ARAPAHOE COUNTY AWARD 19-48

Dealer Signature / Date

Customer Signature / Date

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 23807. Data Updated: Oct 28, 2024 6:53:00 PM PDT.



John Elway Chevrolet

SARAH DUDGEON | 303-789-6763 | sdudgeon@elwaydealers.net

Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
CK10543	2025 Chevrolet Silverado 1500 4WD Crew Cab 147" Work Truck	\$46,000.00

COLORS	
CODE	DESCRIPTION
GAZ	Summit White

EMISSIONS		
CODE	DESCRIPTION	MSRP
NE1	Emissions, Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont, Virginia and Washington state requirements	\$0.00

ENGINE		
CODE	DESCRIPTION	MSRP
L3B	Engine, TurboMax	\$0.00

TRANSMISSION		
CODE	DESCRIPTION	MSRP
MFC	Transmission, 8-speed automatic, electronically controlled	\$0.00

GVWR		
CODE	DESCRIPTION	MSRP
C5W	GVWR, 7000 lbs. (3175 kg)	\$0.00

AXLE		
CODE	DESCRIPTION	MSRP
GU6	Rear axle, 3.42 ratio	\$0.00

PREFERRED EQUIPMENT GROUP		
CODE	DESCRIPTION	MSRP
1WT	Work Truck Preferred Equipment Group	\$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 23807. Data Updated: Oct 28, 2024 6:53:00 PM PDT.



John Elway Chevrolet

SARAH DUDGEON | 303-789-6763 | sdudgeon@elwaydealers.net

Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

WHEELS

CODE	DESCRIPTION	MSRP
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel	\$0.00

TIRES

CODE	DESCRIPTION	MSRP
QDV	Tires, 265/70R17 all-terrain, blackwall	\$200.00

SPARE TIRE

CODE	DESCRIPTION	MSRP
XCQ	Tire, spare 265/70R17SL all-season, blackwall	Inc.

PAINT

CODE	DESCRIPTION	MSRP
GAZ	Summit White	\$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
AZ3	Seats, front 40/20/40 split-bench	\$0.00

SEAT TRIM

CODE	DESCRIPTION	MSRP
H1T	Jet Black, Cloth seat trim	\$0.00

RADIO

CODE	DESCRIPTION	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system	\$0.00

OPTION DISCOUNT

CODE	DESCRIPTION	MSRP
—	Option/package discount	(\$1,350.00)

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 23807. Data Updated: Oct 28, 2024 6:53:00 PM PDT.



John Elway Chevrolet

SARAH DUDGEON | 303-789-6763 | sdudgeon@elwaydealers.net

Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
BAQ	Work Truck Package	\$175.00
PCV	WT Convenience Package	\$565.00
Z82	Trailer Package	\$425.00

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
G80	Auto-locking rear differential	\$395.00
JL1	Trailer brake controller, integrated	\$275.00
K05	Engine block heater	\$100.00
K47	Air filter, heavy-duty	Inc.
NZZ	Skid Plates	Inc.

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
AKO	Glass, deep-tinted	Inc.
CGN	Chevytec spray-on bedliner, Black	\$545.00
DLF	Mirrors, outside heated power-adjustable	Inc.
VK3	License plate kit, front	\$0.00

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
C49	Defogger, rear-window electric	Inc.

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	MSRP
CTT	Hitch Guidance	Inc.

ADDITIONAL EQUIPMENT - LPO

CODE	DESCRIPTION	MSRP
RVS	LPO, Assist steps - 4" Black - round	\$850.00

Options Total \$2,180.00


This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 23807. Data Updated: Oct 28, 2024 6:53:00 PM PDT.



John Elway Chevrolet

SARAH DUDGEON | 303-789-6763 | sdudgeon@elwaydealers.net

Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck ( Complete)

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 23807. Data Updated: Oct 28, 2024 6:53:00 PM PDT.



MEMO

TO Winter Park Town Council
FROM Mia Dorris, Sustainable Community Coordinator
CC Alisha Janes
DATE December 3rd, 2024
RE Grant Support

Background:

The Town of Winter Park is applying to the Climate Resilience Challenge Initiative Grants which is part of the Energy and Mineral Impact Assistance Fund Program to the State of Colorado Department of Local Affairs. The first grant application is focused on support for the climate action plan development. A comprehensive climate action plan includes, a climate vulnerability and risk assessment, complex modeling and analysis of emissions reductions for strategies to inform the climate action plan development. This grant would allow the Town to further engage Lotus Engineering & Sustainability to expand on the work started in our greenhouse gas inventory. The requested amount in the grant application is \$98,645 and the matching funds required from the Town of Winter Park would involve \$10,961 from the general fund.

The second grant application is for the addition of a microgrid to the Public Works facility, which was designed with a solar-ready roof. The Town of Winter Park is hoping to install a microgrid that includes solar and battery storage to ensure a resilient facility. The microgrid would allow for the Public Works facility to operate in a situation without power for extended periods as well as reduce greenhouse gas emissions. Additionally, as Winter Park's first public-facing microgrid, this project has an opportunity to lead by example and educate the Winter Park and broader Grand County community on distributed generation and storage resilience measures that can also be adopted by residential and commercial buildings. There is tremendous value for the microgrid to serve as a community resource to encourage the development of future projects that could further improve community resiliency and reduce energy costs in a part of the state burdened by relatively high energy costs. The requested amount in the grant application is \$365,428 and the matching funds required from the Town of Winter Park would involve \$121,809 from the general fund.

This is the last opportunity to apply for grant funding through the Department of Local Affairs for the Climate Resilience Challenge. The intended use of the funding is to promote sustainable community development and increase the resilience of communities through strategic investment.

Recommendation:

Staff recommends approval of Resolution 2193 approving Climate Resilience Challenge Initiative Grants which is part of the Energy and Mineral Impact Assistance Fund Program to the State of Colorado Department of Local Affairs.

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

I move to approve Resolution 2193 approving Climate Resilience Challenge Initiative Grants which is part of the Energy and Mineral Impact Assistance Fund Program to the State of Colorado Department of Local Affairs.

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

I move to deny Resolution 2193 approving Climate Resilience Challenge Initiative Grants which is part of the Energy and Mineral Impact Assistance Fund Program to the State of Colorado Department of Local Affairs.

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

TOWN OF WINTER PARK

RESOLUTION NO. 2193
SERIES OF 2024

A RESOLUTION APPROVING THE CLIMATE RESILIENCE CHALLENGE INITIATIVE GRANT APPLICATIONS THAT IS PART OF THE ENERGY AND MINERAL IMPACT ASSISTANCE FUND PROGRAM TO THE STATE OF COLORADO DEPARTMENT OF LOCAL AFFAIRS

WHEREAS, The Town Council's adopted priorities for 2024-2025 include advancing environmental sustainability initiatives through commitment of staff resources, pursuit of grant funding and working with community partners;

WHEREAS, the Town is advancing efforts on a number of climate action and sustainability initiatives;

WHEREAS, the Climate Action Plan will be the guiding document for the Climate Action Program and for moving forward on strategies and initiatives in the long-term, Lotus Engineering & Sustainability would provide modeling and analysis;

WHEREAS, the Public Works facility was built solar-ready, installing a solar and battery storage microgrid would enhance resilience measures and reduce greenhouse gas emissions of the building; and

WHEREAS, it is in the Town's best interest to apply for State grant funding to catalyze the Climate Action Program as well as greenhouse gas emissions reduction and resilience measures.

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

Section 1. Town Council supports the Town's application for \$98,645 in grant funding to support the Climate Action Plan development. The Town acknowledges that, if funding is awarded through the grant, the Town will need to allocate \$10,961 in matching funds.

Section 2. Town Council supports the Town's application for \$365,428 in grant funding for a solar and battery storage microgrid at the Public Works facility. The Town acknowledges that, if funding is awarded through the grant, the Town will need to allocate \$121,809 in matching funds.

Section 3. This resolution of support does not serve to appropriate funds. If the grants requested are awarded, in full or in part, Town Council will take separate action to accept the specific grant award and appropriate the Town's contribution.

PASSED, ADOPTED AND APPROVED this 3rd day of December 2024.

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk



MEMO

TO Town Council

FROM James Shockey, AICP, Community Development Director

THROUGH Shelia Booth, AICP, CPS Contracted Planner

DATE November 19, 2024

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

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

Applicant: Cameron Bertron, Connor-Bertron Holdings, LLC

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

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

Current Zoning: Forestry/Open Space - Grand County

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

Authority:

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

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

Applicable Provisions of the Unified Development Code (UDC):

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

Zoning Procedure & Approval Criteria:

UDC § 5-C-2 Rezoning, E. Procedure.

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

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

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

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

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

§ 5-B-8 Public Notice Requirements:

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

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

Petition for Annexation:

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

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

Annexation Summary:

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

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

Annexation Analysis:

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

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

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

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

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

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

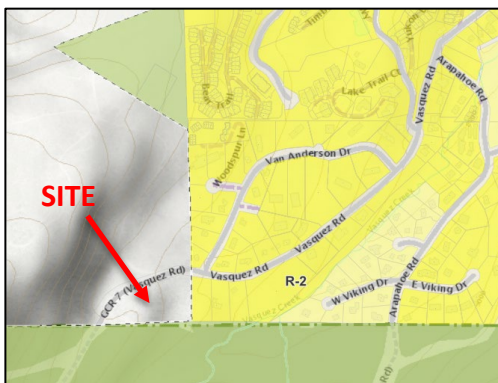
The applicant’s annexation narrative considers the TMAP’s analysis and provides a few counter responses addressing the presence of a wetland boundary mid-point in the Property which limits a cluster-type development pattern.

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

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

Project Overview - Zoning

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



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

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

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

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

Approval Criteria

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

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

deterioration, or environmental issues;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Staff Recommendation:

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

Sample Motion for Approval:

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

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

Sample Motion for Denial:

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

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



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

Land Use Review Application Form

Contact Information

Property Owner

Connor-Bertron Holdings, LLC

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

Billing Contact (where invoices should be directed)

Same as above

Company	Phone #	Email Address	
Mailing Address	City	State	Zip

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

Cameron Bertron, Manager, Connor-Bertron Holdings, LLC

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

Site Description

Site Address

1010 to 1030 Vasquez Rd (approx)

Parcel Identification Number(s) (PIN)

158732400016

Existing Zone Classification

Forestry / Open (Grand County)

Site Area (acres and sq. ft.)

7.71-acres (118,048 SF)

Project Description

Project Name

Connor Bertron Addition

Brief description of the proposed project

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

Required Documents

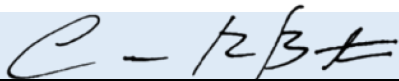
For an application to be considered complete and for Planning Division staff to begin review and schedule any applicable public hearings, this Land Use Review Application Form must be fully completed and all required attachments included. Staff will review the application for completeness and notify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

Certifications

REPRESENTATIVE CERTIFICATION

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

Representative



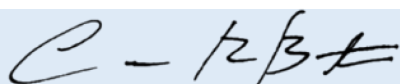
Date

August 5, 2024

OWNER CERTIFICATION

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

Owner



Date

August 5, 2024

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

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

EXHIBIT A ANNEXATION PETITION

PETITION FOR ANNEXATION **CONNOR BERTRON ADDITION**

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

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

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

Petitioner further states as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By: 

Cameron R. Bertron, Manager

Date: July 12, 2024

EXHIBIT A

LEGAL DESCRIPTION OF CONNOR BERTRON ADDITION

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

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

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

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

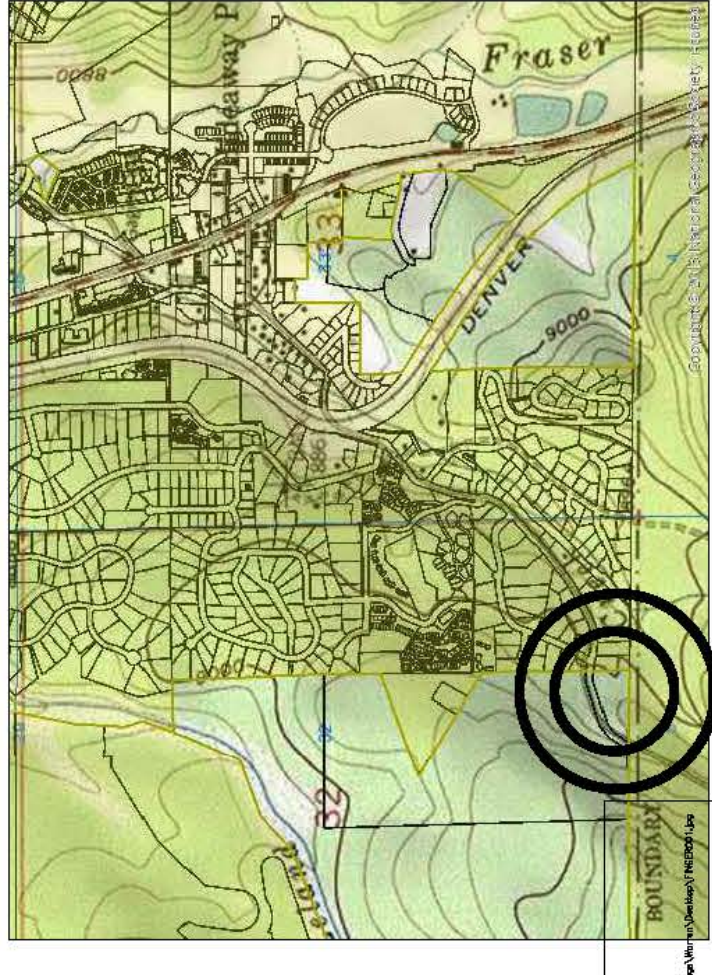
and that adjacent right of way described in Book 135 Page 110 described as follows:

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

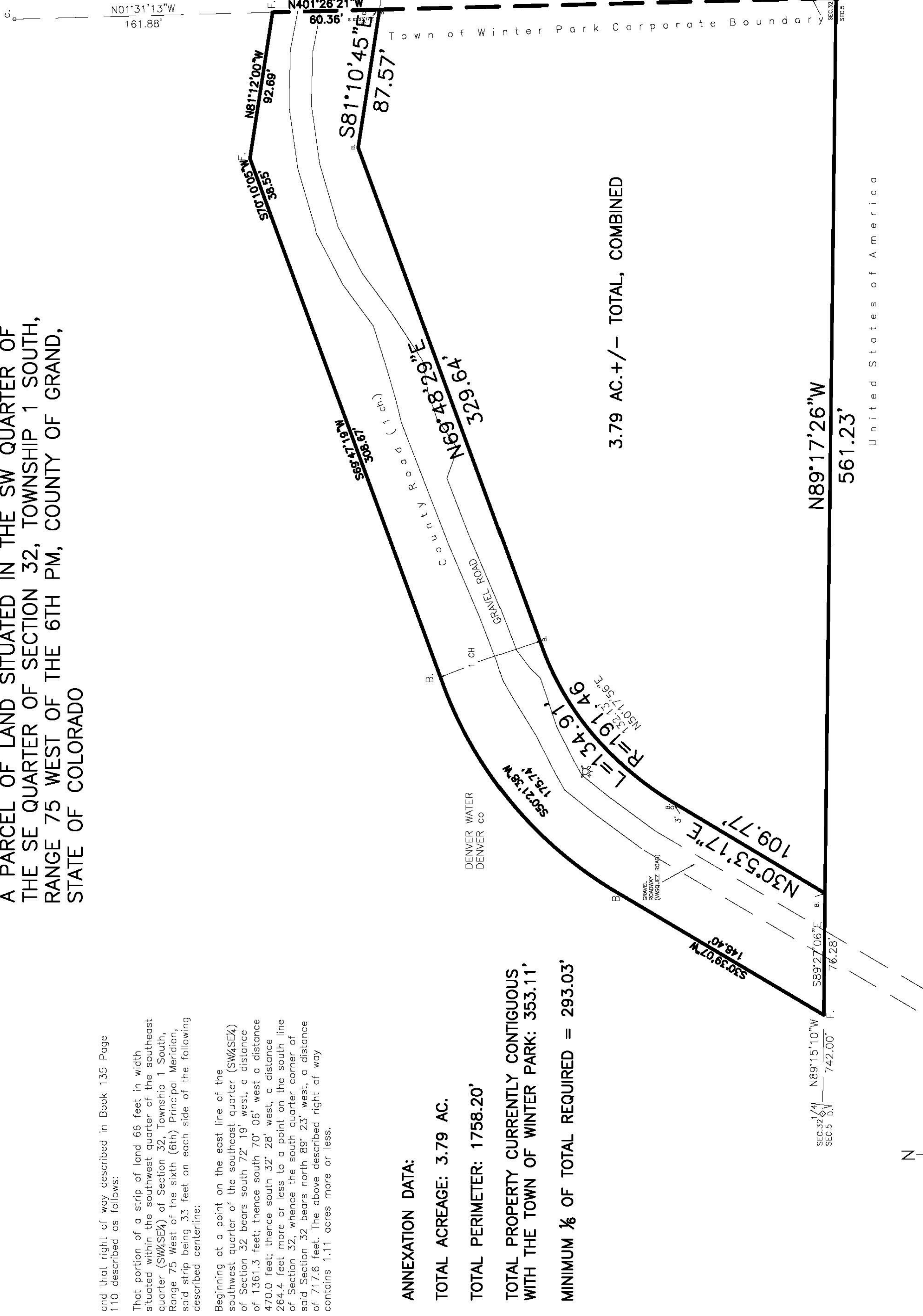
Beginning at a point on the east line of the southwest quarter of the southeast quarter (SW¼SE¾) of Section 32 bears south 72° 19' west, a distance of 1361.3 feet; thence south 70' 06' west a distance 470.0 feet; thence south 32" 28' west, a distance 264.4 feet more or less to a point on the south line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

Connor-Bertron Addition ANNEXATION MAP

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



VICINITY MAP - SCALE: 1" = 2000.00'



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

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

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

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4SE1/4) OF SAID SECTION 32; THENCE NORTH 89°17'58" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 32 A DISTANCE OF 561.64 FEET, TO A POINT ON THE EASTERLY BOUNDARY OF COUNTY ROAD NO. 107; THENCE ALONG THE EASTERLY AND SOUTHERLY BOUNDARY OF COUNTY ROAD NO. 107, THE FOLLOWING FOUR (4) COURSES:

1. NORTH 30°53'17" EAST A DISTANCE OF 109.71 FEET TO A POINT;
2. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 198.72 FEET, A DISTANCE OF 134.81 FEET, (THE CHORD OF WHICH BEARS NORTH 50°19'20" EAST, A DISTANCE OF 1.32(24 FEET) TO A POINT;
3. THENCE NORTH 69°45'23" EAST A DISTANCE OF 329.52 FEET TO A POINT;
4. THENCE SOUTH 81°05'13" EAST A DISTANCE OF 87.77 FEET TO A POINT, ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4SE1/4), OF SAID SECTION 32; THENCE SOUTH 01°31'43" EAST, ALONG SAID EAST LINE, A DISTANCE OF 285.87 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, COUNTY OF GRAND, STATE OF COLORADO

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

My Commission Expires: _____
 Notary Public _____

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

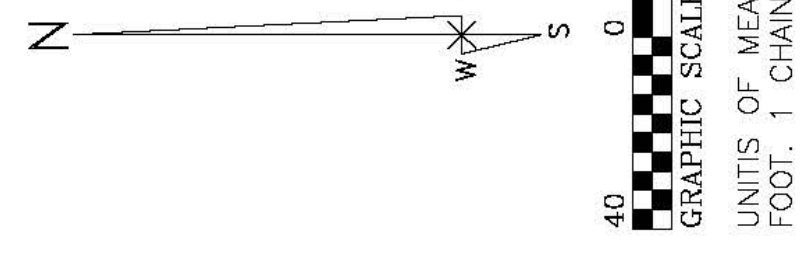
Approved and accepted by the Town of Winter Park, Colorado, this _____ day of _____, 20____.

Mayor _____
 ATTEST: _____
 Town Clerk _____

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

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

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



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

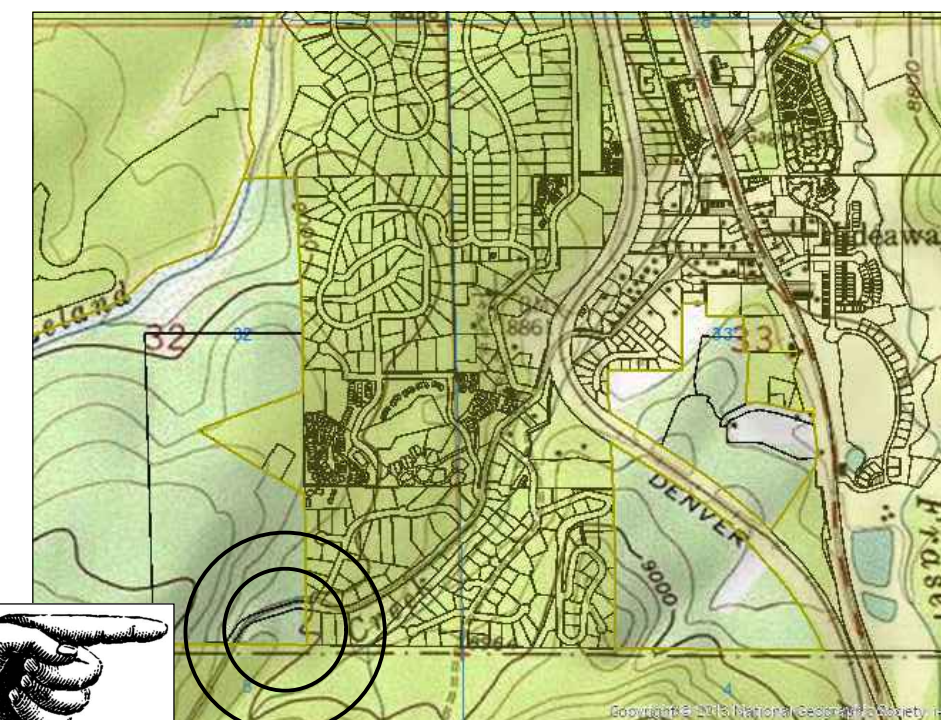
Warren Dale Ward
 Colorado PLS 25971
 Okanama PLS 1941
 State of Colorado)
 County of Grand) ss
 The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by w
 ward.
 My Commission Expires: _____
 Notary Public _____

KEY:
 A. - EXTANT PLS CORNER NOTED FOUND IRON PIPE, & WASHER STAMPED PLS 31942.
 B. - FOUND PLASTIC CAPPED REBAR STAMPED PLS 12426.
 C. - FOUND 1/2" REBAR
 D. - EXTANT PLS CORNER NOTED FOUND 1933 BUREAU OF LAND MANAGEMENT BRASS CAP
 F. - SET ALUMINUM CAPPED, 5/8" REBAR SCRIBED IS 25971.
 + - DENOTES "NATIONAL FOREST" SIGN

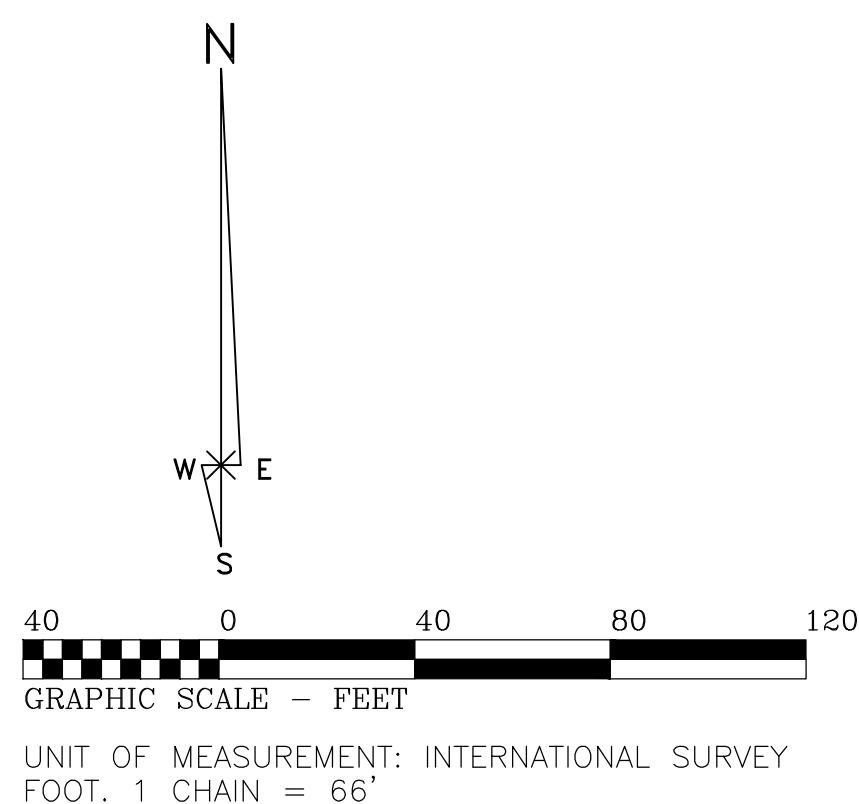
I, Warren Dale Ward, State of Colorado Registered Professional Land Surveyor Number 25971, hereby certify that this plat shows the results of a field survey done by me and under my responsible charge, based on facts known to me, complies with applicable statutes set forth by 38-51, CRS.

Connor–Bertron Addition ZONING EXHIBIT

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



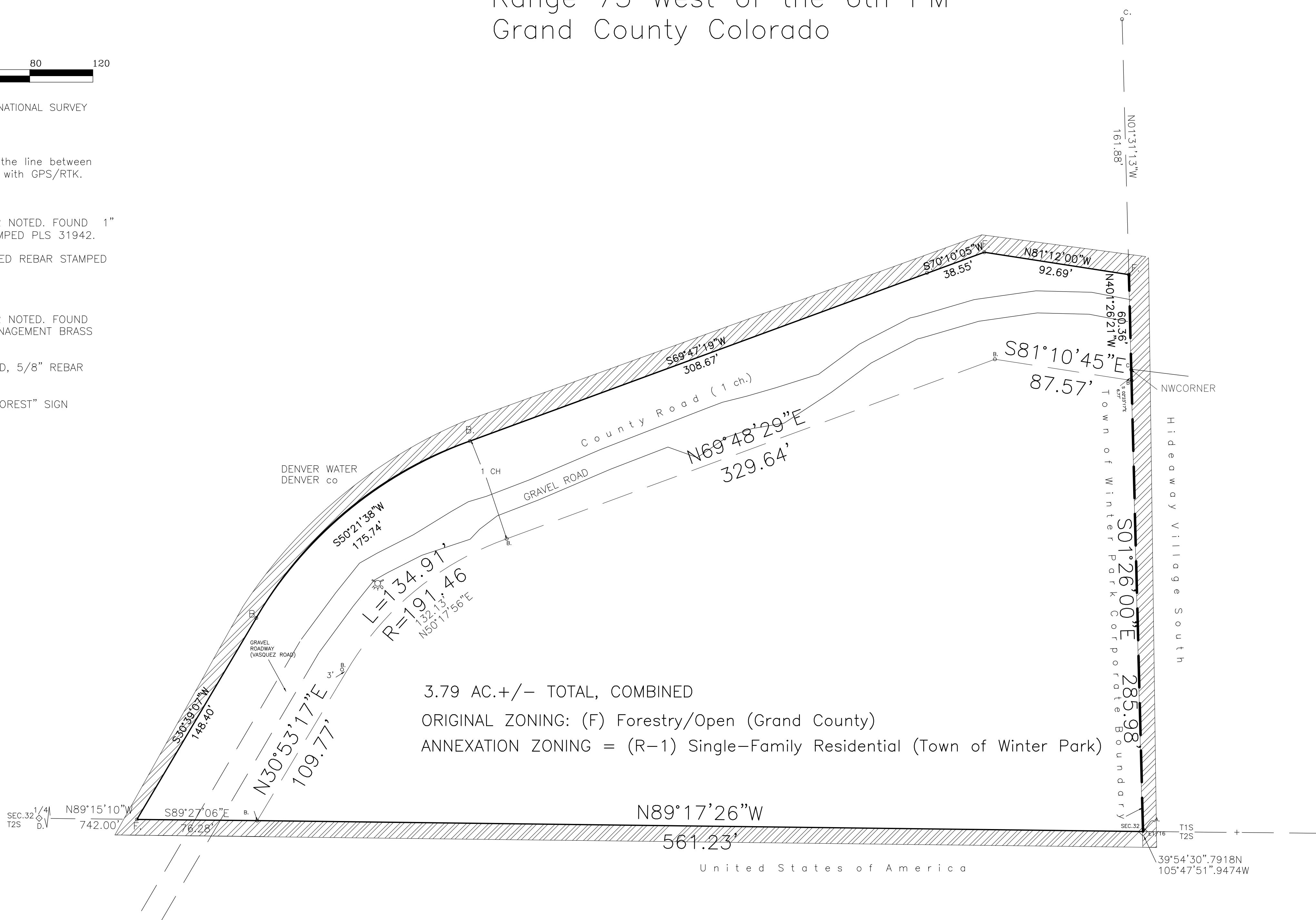
VICINITY MAP - SCALE: 1" = 2000.00'



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

KEY:

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

Said property contains 3.79 acres more or less.

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

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

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

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

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

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

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

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

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

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

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

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

Section 2. Effective Date of Annexation.

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

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

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

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

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

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk

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

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk

Exhibit A – Legal Description

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

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

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

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

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

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

BEGINNING AT A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW $\frac{1}{4}$ SE $\frac{3}{4}$.) OF SECTION 32 BEARS SOUTH 72° 19' WEST, A DISTANCE OF 1361.3 FEET; THENCE SOUTH 70' 06' WEST A DISTANCE 470.0 FEET; THENCE SOUTH 32" 28' WEST, A DISTANCE 264.4 FEET MORE OR LESS TO A POINT ON THE SOUTH LINE OF SECTION 32, WHENCE THE SOUTH QUARTER CORNER OF SAID SECTION 32 BEARS NORTH 89" 23' WEST, A DISTANCE OF 717.6 FEET. THE ABOVE DESCRIBED RIGHT OF WAY CONTAINS 1.11 ACRES, MORE OR LESS.

**TOWN OF WINTER PARK
ORDINANCE NO. 626
SERIES 2024**

**AN ORDINANCE ZONING A 3.79 ACRE PARCEL OF LAND ANNEXED
INTO THE TOWN OF WINTER PARK (THE CONNOR-BERTRON
ADDITION) AS SINGLE-FAMILY RESIDENTIAL (R-1) ZONE
DISTRICT**

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

WHEREAS, at a properly-noticed public hearing on November 19, 2024, the Town Council considered the Petition and determined the Property eligible for annexation into the Town, as set forth in Resolution No. 2189, Series 2024;

WHEREAS, by adoption of Ordinance No. 625, Series of 2024, the Town Council annexed the Property into the Town;

WHEREAS, the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.* (the "Act"), requires zoning of the Property to be complete within 90 days of the effective date of the annexation;

WHEREAS, the Applicant seeks to zone the Property Single-Family Residential District ("R-1");

WHEREAS, according to Section 5-C-2 of the Town's Unified Development Code (the "UDC"), amendment to the Town's zoning map requires review by the Planning Commission and Town Council action following a public hearing;

WHEREAS, at a properly noticed public hearing on November 12, 2024, the Planning Commission considered the request for zoning and recommended approval by the Town Council; and

WHEREAS, on December 3, 2024, a duly noticed public hearing was conducted before the Town Council, during which the Town Council heard testimony and received evidence, including without limitation, testimony from the Applicant and reports from the Planning Commission and Town staff.

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

Section 1. Town Council hereby finds the R-1 zoning designation for the Property is appropriate because the criteria in Section 5-C-2(F) of the UDC are met, specifically the zoning:

- a. Is due to new growth trends;
- b. Serves an area and community need;

- c. Is compatible with and provides benefits to the surrounding area;
- d. Is in conformance with the policies, intents, and requirements of the UDC and Town's Comprehensive Plan; and
- e. Provides adequate facilities to serve the type and scope of the proposed development.

Section 2. The Property is hereby zoned R-1. As a part of such approval, Town Council hereby amends the Town's Zoning Map to show R-1 zoning for the Property.

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

INTRODUCED, APPROVED ON FIRST READING, AND ORDERED PUBLISHED IN FULL this 19th day of November, 2024. A public hearing shall be held at the regular meeting of the Town Council of the Town of Winter Park, Colorado, on the 3rd day of December, 2024 at 5:30 p.m., or as soon thereafter as possible, at the Winter Park Town Hall.

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk

READ, ADOPTED AND ORDERED PUBLISHED on second and final reading by a vote of ___ to ___ on the 3rd day of December, 2021.

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk

EXHIBIT A

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

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

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

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

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

THAT PORTION OF A STRIP OF LAND 66 FEET IN WIDTH SITUATED WITHIN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW¼SE¼) OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 75 WEST OF THE SIXTH (6TH) PRINCIPAL MERIDIAN, SAID STRIP BEING 33 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW¼SE¾) OF SECTION 32 BEARS SOUTH 72° 19' WEST, A DISTANCE OF 1361.3 FEET; THENCE SOUTH 70' 06' WEST A DISTANCE 470.0 FEET; THENCE SOUTH 32" 28' WEST, A DISTANCE 264.4 FEET MORE OR LESS TO A POINT ON THE SOUTH LINE OF SECTION 32, WHENCE THE SOUTH QUARTER CORNER OF SAID SECTION 32 BEARS NORTH 89" 23' WEST, A DISTANCE OF 717.6 FEET. THE ABOVE DESCRIBED RIGHT OF WAY CONTAINS 1.11 ACRES, MORE OR LESS.



MEMO

TO Mayor and City Council
FROM Keith Riesberg, Town Manager
CC Craig Rutherford, Finance Director
DATE November 19, 2024
RE Ordinance amending the FY 24 budget

Background

Each year Town staff prepares an Ordinance to address changes in the Town's budget and/or financial statements that may have a substantive impact on the Town's Adopted Budget. The FY 24 budget, as adopted, included a technical error that resulted in the under-budgeting of sales tax revenue in the Town's General Fund in the amount of \$1.3 million.

Analysis

Ordinance 627 amends the FY 24 Adopted Budget to increase the budgeted amount of sales tax revenue for the General Fund. This ordinance will amend the budget to increase this sales tax revenue line item from \$8,300,000 to \$9,600,000. The increase in this revenue line item is to acknowledge a technical error in the preparation of the FY 24 budget.

Recommendation

Staff recommends the adoption of Ordinance 627 amending the General Fund budget as presented.

Should the Town Council wish to approve Ordinance 627 amending, the amounts budgeted and appropriated for FY 2024, the following motion should be made:

I move to approve Ordinance 627 amending the amounts budgeted and appropriated for FY 2024 as presented.

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

I move to deny Ordinance 627 amending the amounts budgeted and appropriated for FY 2024 as presented.



If the Ordinance is not adopted, the FY 2024 budget would remain as adopted. Because the amount that will be reported as revenue in the Town's 2024 ACFR, for the General Fund, will be substantially greater than the amount shown in the Town's 2024 Adopted Budget, it would be noted as significant budget variance in the ACFR. This variance would be explained by stating that a technical error occurred in the preparation of the 2024 budget that resulted in the under-budgeting of sales tax revenue in the Town's General Fund.

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

**TOWN OF WINTER PARK
ORDINANCE NO. 627
SERIES OF 2024**

**AN ORDINANCE REVISING AMOUNTS BUDGETED AND APPROPRIATED FOR
FISCAL YEAR 2024 AND AMENDING THE 2024 ADOPTED BUDGET FOR THE
TOWN OF WINTER PARK, COLORADO**

WHEREAS, Section 9.12 of the Town of Winter Park Home Rule Charter provides that the Town Council by ordinance, may make supplemental appropriations; and

WHEREAS, Keith Riesberg, Town Manager, has certified funds available in excess of the appropriated expenditures as presented in the 2024 Adopted Budget.

WHEREAS, upon due and proper notice, published or posted in accordance with state law, a public hearing was held on November 21st, 2023, and interested taxpayers were given the opportunity to file or register any objections to said supplemental appropriations, and;

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

Section 1. The 2024 Adopted Budget shall be amended, such that the following fund and specified fund budget line item shall be replaced, as follows:

General Fund

Taxes

Sales Tax
Total

Revenues

\$9,600,000
\$9,600,000

Section 2. That the fund and fund budget line item, as submitted and herein above summarized, is approved and adopted. No other revenue and expenditure amounts included in the 2024 Adopted Budget are impacted and remain, as previously submitted, amended, approved and adopted.

INTRODUCED, APPROVED ON FIRST READING, AND ORDERED PUBLISHED IN FULL this ___ day of _____, 2024. A public hearing shall be held at the regular meeting of the Winter Park Town Council on the ___ day of _____, 2024 at ___p.m., or as soon thereafter as possible, at the Winter Park Town Hall.

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk

READ, ADOPTED AND ORDERED PUBLISHED on second and final reading by a vote
of _____ to _____ on the ___ day of _____, 2022.

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk

MEMO

TO Mayor and City Council
FROM Keith Riesberg, Town Manager
CC
DATE November 27, 2024
RE Emergency Ordinance – Xcel Franchise Agreement continuation

Background

In 2004 the Town of Winter Park entered into a franchise agreement with The Public Service Company (operating as Xcel) for the right to use Town streets to furnish, sell and distribute gas to the residents and businesses in the town. The franchise agreement was for a period of twenty years and is set to expire at the end of 2024. The Town is working to finalize a new franchise agreement with Xcel, but negotiations and publication requirements will not be completed for the new agreement to be in effect on January 1, 2025. Because of this, the Town is proposing to adopt an emergency ordinance to extend the existing franchise agreement until March 31, 2025. This will allow sufficient time to finalize the franchise agreement with Xcel for Council's consideration and adoption after the first of the year. By continuing the existing franchise agreement through the emergency ordinance, Xcel is authorized to continue collecting the franchise fee that is imposed through the agreement.

Analysis

In 2004 the Town Council adopted Ordinance 345 approving a franchise agreement with the Public Service Company of Colorado (Xcel) to operate a gas distribution system within the town. The franchise agreement provides Xcel the right to use the streets within the Town to furnish, sell, transport and distribute gas to the residents and businesses of the community. In return for the granting of the franchise agreement, Xcel collects a 3% fee on all revenues received for the sale of gas within Winter Park. In FY 2024, this fee generated approximately \$90,000 for the Town. The fees generated are received in the Town's General Fund and have been used to offset the impact and use of the Town's right of way (ROW).

Earlier this year the Town staff began discussion with Xcel on the renewal of the franchise agreement. Xcel as a major utility provider is regulated by Colorado's Public Utilities Commission (PUC) and maintains consistency of language in franchise agreements throughout the State. The PUC also has specific requirements for notifications and

publications associated with the adoption of franchise agreements. Because the Town and Xcel are still finalizing language of the proposed franchise agreement and because the notification requirements cannot be met before the existing agreement expires, the Town is adopting the emergency ordinance to extend the existing franchise agreement to March 31, 2025.

It is anticipated that in early 2025, the Town of Winter Park, in coordination with Xcel, will begin the notification and publication process for the adoption of a new franchise agreement. The specifics of that agreement will be very similar to the existing agreement with some minor modifications. These changes will be discussed with Council when the ordinance for the consideration of the franchise agreement are brought forward for Council consideration.

Separate from the franchise agreement, in early 2025 the Town staff will be bringing forward an ordinance to strengthen the Town's right-of-way (ROW) permitting process and increasing penalties for failing to comply with the ROW permits. This will provide the Town additional means to manage the work performed by utility companies in the Town ROW.

Recommendation

Staff recommends the Town Council approve the emergency ordinance extending the current franchise agreement with Xcel until March 31, 2025. A separate ordinance will be brought forward after the first of the year to approve the new franchise agreement with Xcel.

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

I move to approve Ordinance 628 extending the existing franchise agreement with Xcel to March 31, 2025 as presented.

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

I move to deny Ordinance 628 extending the existing franchise agreement with Xcel as presented.

If the ordinance is not adopted, the existing franchise agreement will expire at the end of 2024. At that time Xcel would no longer be authorized to collect the franchise fee but would still have the rights and obligations to continue providing gas service to the community.



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

TOWN OF WINTER PARK

ORDINANCE NO. 628

SERIES OF 2024

AN EMERGENCY ORDINANCE APPROVING AN EXTENSION TO THE FRANCHISE AGREEMENT WITH THE PUBLIC SERVICE COMPANY OF COLORADO, ITS AFFILIATES, SUCCESSORS, AND ASSIGNS ASSIGNING THE RIGHT TO USE THE STREETS WITHIN THE TOWN TO FURNISH, SELL, TRANSPORT AND DISTRIBUTE GAS TO THE TOWN AND TO ALL RESIDENTS OF THE TOWN, GRANTING THE RIGHT TO ACQUIRE, CONSTRUCT, INSTALL, LOCATE, MAINTAIN, OPERATE AND EXTEND INTO, WITHIN AND THROUGH THE TOWN ALL FACILITIES REASONABLY NECESSARY TO FURNISH, SELL, TRANSPORT AND DISTRIBUTE GAS WITHIN AND THROUGH THE TOWN

WHEREAS, by Ordinance No. 345, Series of 2004, the Town Council approved a Franchise Agreement with the Public Service Company of Colorado (the "Company") to grant a non-exclusive franchise to the Company to operate a gas distribution system within the Town pursuant to the conditions set forth in the Franchise Agreement for a term of 20 years, attached hereto as **Exhibit A** and incorporated herein;

WHEREAS, the Town and the Company (the "Parties") desire to negotiate a new franchise agreement in the coming months;

WHEREAS, the Parties agree that the Franchise Agreement will expire prior to the Parties having adequate time to negotiate a robust and fair agreement for both sides that is in best interest of the public health, safety and welfare of the Town;

WHEREAS, expiration of the current Franchise Agreement risks a danger to the public health, safety and welfare of the Town; and

WHEREAS, given the urgent need to preserve the public health, safety and welfare of the Town, this First Amendment to the Franchise Agreement is an emergency ordinance effective after only one reading by the Town Council.

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

Section 1. Section 2.2 of the Franchise Agreement is hereby deleted in its entirety and replaced with the following:

§ 2.2 Term of Franchise. This franchise shall take effect upon its adoption and shall supersede any prior franchise grants to the company by the Town. The term of this franchise shall be twenty (20) years. In the event the Town

and Company are still negotiating a new franchise agreement near the expiration date of this agreement, the Town may, with agreement of the Company, extend this franchise through March 31, 2025.

Section 2. The Town hereby exercises its extension option as stated in Section 1 of this Ordinance and, with the agreement of the Company, the Franchise Agreement between the Public Service Company of Colorado and the Town is hereby extended to March 31, 2025. Except as expressly modified or amended as provided herein, all other terms of the Franchise Agreement remain unchanged and in full force and effect.

Section 3. Pursuant to Section 4.11 of the Town Charter, the Town Council hereby finds and declares that this ordinance is necessary for the immediate preservation of the public health, safety and welfare of the Town by ensuring consistent provision of natural gas in the Town.

Section 4. This ordinance shall take effect immediately upon approval by 5 affirmative votes.

INTRODUCED, ADOPTED, AND ORDERED PUBLISHED this ___ day of _____, 2024. Publication in summary shall occur within 10 days after adoption or as soon as possible thereafter.

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk

Public Service Company of Colorado, for itself, its successors and assigns, hereby accepts, as of the date stated above, the foregoing Ordinance finally passed by the Town Council of Winter Park and agrees to be bound by all of its terms and provisions.

Public Service Company of Colorado

By: _____
Hollie Velasquez-Horvath
Regional Vice President, State Affairs and
Community Relations

TOWN OF WINTER PARK

ORDINANCE NO. 345
SERIES OF 2004

AN ORDINANCE OF THE TOWN OF WINTER PARK, GRAND COUNTY, COLORADO, GRANTING BY FRANCHISE TO PUBLIC SERVICE COMPANY OF COLORADO, ITS AFFILIATES, SUCCESSORS AND ASSIGNS, THE RIGHT TO USE THE STREETS WITHIN THE TOWN TO FURNISH, SELL, TRANSPORT AND DISTRIBUTE GAS TO THE TOWN AND TO ALL RESIDENTS OF THE TOWN, GRANTING THE RIGHT TO ACQUIRE, CONSTRUCT, INSTALL, LOCATE, MAINTAIN, OPERATE AND EXTEND INTO, WITHIN AND THROUGH THE TOWN ALL FACILITIES REASONABLY NECESSARY TO FURNISH, SELL, TRANSPORT AND DISTRIBUTE GAS WITHIN AND THROUGH THE TOWN; AND FIXING THE TERMS AND CONDITIONS THEREOF

WHEREAS, the Town Council has reviewed the attached Franchise Agreement with Public Service Company of Colorado (hereafter referenced as Exhibit A); and

WHEREAS, the Town Council deems it to be in the public interest of the Town to grant a non-exclusive Franchise to Public Service Company of Colorado to operate a gas distribution system within the town pursuant to the conditions set forth in the Franchise Agreement; and

WHEREAS, the Franchise Agreement has a term of twenty (20) years; and

WHEREAS, as compensation for the benefits and privileges granted under this Franchise Agreement and in consideration of permission to use the Town's Rights-of-Way, Grantee shall pay a Franchise Fee to the Town, throughout the duration of this Franchise, an amount equal to three percent (3%) of Grantee's annual Gross Revenues; and


WHEREAS, the current Franchise Agreement was adopted by Ordinance No. 29, Series of 1979.

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

The Franchise Agreement adopted by Ordinance No. 29 is hereby void on December 31, 2004. The Mayor is hereby authorized to sign the new Franchise Agreement (reference Exhibit A) on behalf of the Town. That the new Franchise Agreement with Public Service Company of Colorado shall become effective on January 1, 2005.


INTRODUCED, APPROVED ON FIRST READING, AND ORDERED PUBLISHED IN SUMMARY this 5th day of October, 2004. A public hearing shall be held at the regular meeting of the Winter Park Council on the 16th day of November, 2004 at 8:00 a.m. or as soon thereafter as possible, at the Winter Park Town Hall.

TOWN OF WINTER PARK



Harold N. Teverbaugh, Mayor

ATTEST:

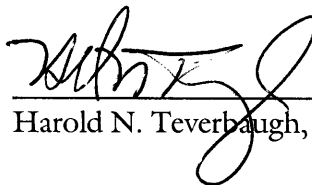


Nancy J. Anderson, CMC, Town Clerk



READ, ADOPTED AND ORDERED PUBLISHED on second and final reading by a vote of 5 to 0 on the 16th day of November, 2004.

TOWN OF WINTER PARK



Harold N. Teverbaugh, Mayor

ATTEST:



Nancy J. Anderson, CMC, Town Clerk



Exhibit "A"

Franchise Agreement
with Public Service Company of Colorado

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS

- §1.1 Preface
- §1.2 Board or Town Council
- §1.3 Company
- §1.4 Facilities
- §1.5 Party
- §1.6 Public Utilities Commission
- §1.7 Residents
- §1.8 Revenues
- §1.9 Streets
- §1.10 Town

ARTICLE 2 GRANT OF FRANCHISE

- §2.1 Grant of Franchise
- §2.2 Term of Franchise

ARTICLE 3 FRANCHISE FEE

- §3.1 Franchise Fee
- §3.2 Surcharge of Franchise Fees
- §3.3 Remittance Schedule
- §3.4 Audit Rights; Protection of Confidential Information
- §3.5 Enforcement of Town Sales and Use Tax Laws
- §3.6 Franchise Fee Payment in Lieu of Certain Taxes and Other Fees

ARTICLE 4 SUPPLY, CONSTRUCTION AND DESIGN

- §4.1 Obligations Regarding Company Facilities
- §4.2 Excavation and Construction
- §4.3 Relocation of Company Facilities
- §4.4 Town Not Required to Advance Funds

ARTICLE 5 COMPLIANCE

- §5.1 Compliance with Applicable Laws
- §5.2 Compliance with Town Requirements
- §5.3 Inspection

ARTICLE 6 PUBLIC UTILITIES COMMISSION REGULATION

- §6.1 Compliance with Orders by the Public Utilities Commission
- §6.2 Certificates to Exercise Franchise Rights

ARTICLE 7 TOWN USE OF COMPANY FACILITIES

- §7.1 Trenches Available for Town Use

ARTICLE 8 INDEMNIFICATION OF THE TOWN

- §8.1 Town Held Harmless and Indemnified
- §8.2 Payment of Ordinance Expenses

ARTICLE 9 TRANSFER OF FRANCHISE

- §9.1 Consent of Town Required
- §9.2 Transfer Fee

ARTICLE 11 MUNICIPALIZATION

- §10.1 Town's Right to Condemn
- §10.2 Operation of a Municipal Utility or Competing Distributors

ARTICLE 12 UNCONTROLLABLE FORCES

- §11.1 Uncontrollable Forces

ARTICLE 13 BREACH

- §12.1 Breach
- §12.2 Judicial Review

ARTICLE 14 AMENDMENTS

- §13.1 Amendments to Franchise

ARTICLE 15 MISCELLANEOUS

- §14.1 Successors and Assigns
- §14.2 Third Parties
- §14.3 Representatives
- §14.4 Surcharge to Town Residents
- §14.5 Severability
- §14.6 Entire Agreement
- §14.7 Headings for Reference Only
- §14.8 Responsibility for Language
- §14.9 No Waiver of Rights
- §14.10 Prevailing Party
- §14.11 Approval of Franchise

FRANCHISE AGREEMENT BETWEEN THE TOWN OF WINTER PARK AND PUBLIC
SERVICE COMPANY OF COLORADO

ARTICLE 1

DEFINITIONS

- §1.1 For the purpose of this franchise agreement, the following words and phrases shall have the meaning given in this article. When not inconsistent with context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined in this article shall be given their common and ordinary meaning.
- §1.2 "Board" or "Town Council" refers to and is the legislative body of the Town of Winter Park, Grand County, Colorado.
- §1.3 "Company" refers to and is Public Service Company of Colorado, its successors, assigns, affiliates and subsidiaries.
- §1.4 "Facilities" refer to and are all apparatuses reasonably necessary for the Company to provide gas service into, within and through the Town, including but not limited to plants, works, systems, substations, equipment, pipes, mains, conduit, gas compressors, meters, meter reading devices, communication and data transfer equipment, control equipment, and gas regulator stations.
- §1.5 "Party" or "Parties" refers to and includes the Company and the Town, either singly or collectively as the context requires.
- §1.6 "Public Utilities Commission" or "PUC" refers to and is the Public Utilities Commission of the State of Colorado or other state agency succeeding to the regulatory powers of the Public Utilities Commission.

- §1.7 "Residents" refers to and includes all persons, businesses, industry, governmental agencies, and any other entity whatsoever, presently located or hereinafter to be located, in whole or in part, within the territorial boundaries of the Town.
- §1.8 "Revenues" refer to and are those amounts of money which the Company receives from its customers within the Town from the sale of gas under rates authorized by the Public Utilities Commission as well as from the transportation of gas to its customers within the Town and represents amounts billed under such rates as adjusted for refunds, net write-off of uncollectible accounts, corrections or regulatory adjustments. Regulatory adjustments refer to, by way of explanation, but not limitation, credits, surcharges, refunds and pro-forma adjustments pursuant to federal or state regulation.
- §1.9 "Streets" refer to and are streets, alleys, viaducts, bridges, roads, lanes and other public rights-of-way in the Town. "Streets" shall also include public easements and other public places within the Town that are suitable locations for the placement of Facilities.
- §1.10 "Town" refers to and is the municipal corporation designated as the Town of Winter Park, Grand County, Colorado.

ARTICLE 2

GRANT OF FRANCHISE

- §2.1 Grant of Franchise. The Town hereby grants to the Company the right to use the Streets within the Town to furnish, sell, transport and distribute gas to the Town and to all Residents of the Town. The Town also hereby grants to the Company the right to acquire, construct, install, locate, maintain, operate and extend into, within and through the Town all Facilities reasonably necessary to furnish, sell, transport and distribute gas within and through the Town. These rights shall extend to all areas of the Town as it is now constituted and to additional areas as the Town may increase in size by annexation or otherwise.

If the boundaries of the Town are expanded during the term of this franchise, the Company shall extend service to Residents in the expanded area at the earliest practicable time and in accordance with the Company's extension policy. Service to the expanded area shall be in accordance with requirements of the PUC and the terms of this franchise, including payment of franchise fees.

The rights granted by this franchise are not, and shall not be deemed to be, granted exclusively to the Company, and the Town reserves the right to make or grant a similar franchise to any other person, firm, or corporation.

Except as otherwise specifically provided herein, the Town retains the right through the exercise of its police power to use, control, and regulate the use of the Streets, and the space above and beneath said Streets. The Town retains the right to impose such other regulations as may be determined by the Town to be necessary in the reasonable exercise of its police power to protect the health, safety, and welfare of the public.

§2.2 Term of Franchise. This franchise shall take effect upon its adoption and shall supersede any prior franchise grants to the Company by the Town. The term of this franchise shall be twenty (20) years.

ARTICLE 3

FRANCHISE FEE

§3.1 Franchise Fee. As consideration for the franchise rights granted herein, and in recognition of the fact that the grant to the Company of the right to use Town Streets is a valuable right, the Company shall pay the Town a sum equal to three percent (3%) of all Revenues received from the sale and transportation of gas within the Town, excluding revenues received from the Town for the sale of gas to the Town.

§3.2 Surcharge of Franchise Fees. The Company shall charge a franchise fee to all Town residents that use facilities of the Company in Town Streets to obtain gas. No franchise

fee shall be charged to the Town for gas service provided to the Town for its own consumption.

§3.3 Remittance Schedule. Franchise fees that are collected from Residents shall be remitted by the Company to the Town in monthly installments not more than thirty (30) days following the close of each month. All payments shall be made to the Town Clerk. In the event that either the Town or the Company discovers that there has been an error in the calculation of the franchise fee payment to the Town, the error shall be corrected in the next monthly payment, subject to the following provisions: In the event an error by the Company results in an overpayment of the franchise fee to the Town in excess of \$5,000, credit for the overpayment shall be spread over the same period the error was undiscovered; if the overpayment is \$5,000 or less, credit shall be taken against the next payment. In no event shall either Party be required to refund any over- or underpayment more than 3 years from the date of the over- or underpayment.

§3.4 Audit Rights; Protection of Confidential Information. The Town Clerk, or his or her agent, shall have access to the metering records of the Company during normal business hours upon reasonable notice for the purpose of auditing to ascertain that the franchise fee has been correctly computed and paid. Except as provided in Section 3.6, all information obtained by the Town Clerk during a franchise fee audit shall be kept confidential and shall be utilized for the sole purpose of verifying that the franchise fee has been correctly computed and paid.

§3.5 Enforcement of Town Sales and Use Tax Laws. The Town may use the metered information obtained from franchise fee audits for the purpose of enforcing its sales and use tax laws. Upon request by the Town, the Company shall supply the Town with a list of all suppliers of gas that utilize Company Facilities within the Town Streets to sell gas to Town Residents.

§3.6 Franchise Fee Payment in Lieu of Certain Taxes and Other Fees. The Town accepts payment of the franchise fee by the Company in lieu of any occupation tax, occupancy tax, license tax, or similar tax or fee the Town might charge the Company or its subcontractors for the privilege of doing business in the Town, for the use or occupation of Town Streets, or for the installation, operation and maintenance of Company Facilities. Payment of the franchise fee does not exempt the Company from any lawful taxation upon its property or from any other tax not related to the franchise or the occupation or use of Town Streets, including the payment of head taxes, sales taxes or other fees or taxes assessed generally upon businesses.

ARTICLE 4

SUPPLY, CONSTRUCTION AND DESIGN

- §4.1 Obligations Regarding Company Facilities. The Company shall install, maintain, repair, renovate and replace its Facilities with due diligence in a good and workerlike manner. Company Facilities shall not interfere with the Town's water mains, sewer mains or other municipal uses of the Streets. The Company shall construct and maintain its Facilities in such a way as to minimize interference with trees and other natural features. The Company shall install underground all gas pipelines serving new residential subdivisions.
- §4.2 Excavation and Construction. All excavation and construction work performed by the Company shall be done in a manner that minimizes inconvenience to the public. All property disturbed by Company excavation or construction activities shall be restored by the Company at its expense to substantially its former condition.
- §4.3 Relocation of Company Facilities. The Company shall relocate, at its expense, Facilities in the Streets that interfere with a public project undertaken and paid for by the Town with public funds. The Town shall provide at its expense sufficient right-of-way for the Company to relocate its Facilities. The Company shall relocate its Facilities at the

request of the Town or other person to avoid interference with other non-publicly-financed projects, but the expense of the relocation and the new right-of-way shall be paid in advance by the Town or by the person conducting the project and requesting the relocation. Relocation shall be completed within a reasonable time after a request and payment therefor is made (if applicable). In the event that the Town requests the Company to relocate the same Facilities within five (5) years of completion of a prior relocation, the subsequent relocation shall be at the Town's expense. Underground Facilities shall be relocated underground. Above ground Facilities shall be relocated above ground, unless the Town pays the additional cost of relocating above-ground Facilities underground.

§4.4 Town Not Required to Advance Funds. Upon receipt of the Town's authorization for billing and construction, the Company shall extend its Facilities to provide gas to the Town for municipal uses within the Company's certificated service area, without requiring the Town to advance funds prior to construction. Nothing in this section shall release the Town from the obligation to pay for the extension of Facilities once complete, in accord with the Company's gas tariffs on file with the Public Utilities Commission.

ARTICLE 5

COMPLIANCE

§5.1 Compliance with Applicable Laws. The Company and all of its contractors shall comply with all applicable Town laws, ordinances and regulations. The Company shall require its contractors working in the streets to hold the necessary licenses and permits required by the Town.

§5.2 Compliance with Town Requirements. The Company will comply with all Town building and zoning codes and requirements regarding curb and pavement cuts, excavating, digging and related construction activities.

§5.3 Inspection. The Town shall have the right to inspect any portion of the Company's Facilities in the Town Streets. The Company agrees to cooperate with the Town in conducting the inspection.

ARTICLE 6

PUBLIC UTILITIES COMMISSION REGULATION

§6.1 Compliance with Orders by the Public Utilities Commission. The provision of gas service by the Company is regulated in whole or in part by regulatory agencies including the Public Utilities Commission. The Company is obligated by law to comply with all lawful PUC orders, rules, and regulations. The Town shall impose no obligation on the Company that interferes with the Company's ability to comply with lawful regulatory orders, rules, and regulations.

§6.2 Certificates to Exercise Franchise Rights. The Town agrees to assist the Company, if necessary, in obtaining PUC approval of a certificate to exercise the franchise rights conferred under this Franchise, including negotiating a change to any provision of this franchise agreement which the PUC may require in order to obtain the certificate.

ARTICLE 7

TOWN USE OF COMPANY FACILITIES

§7.1 Trenches Available for Town Use. If the Company opens a trench to install its Facilities, the Company shall provide advance notice to the Town to permit the Town to install Town Facilities in the same trench at the Town's expense. The Town's installation of its Facilities shall not interfere with the Company's Facilities or delay the commencement or completion of the Company's construction project.

ARTICLE 8

INDEMNIFICATION OF THE TOWN

- §8.1 Town Held Harmless and Indemnified. The Company shall indemnify, defend and hold the Town harmless from and against all liability or damage and all claims or demands arising out of Company's operations within the Town pursuant to this franchise. The Town shall provide prompt written notice to the Company of the pendency of any claim or action against the Town arising out of the exercise by the Company of its franchise rights. The Company shall be permitted, at its own expense, to appear and defend or to assist in defense of such claim. The Company shall not be obligated to indemnify, defend, or hold the Town harmless to the extent any claim, demand or lien arises out of or in connection with any intentional or negligent act or failure to act of the Town or any of its officials, agents or employees, or to the extent that any claim, demand, or lien arises out of or in connection with the use of Town facilities.
- §8.2 Payment of Ordinance Expenses. The Company shall reimburse the Town for actual out-of-pocket expenses incurred in publishing notices and ordinances and conducting elections related to this franchise.

ARTICLE 9

TRANSFER OF FRANCHISE

- §9.1 Consent of Town Required. The Company shall not transfer or assign any rights under this franchise to an unaffiliated third party, except by merger with such third party, or, except when the transfer is made in response to legislation or regulatory orders, unless the Town shall approve in writing such transfer or assignment. Approval of the transfer or assignment shall not be unreasonably withheld.
- §9.2 Transfer Fee. In order that the Town may share in the value this franchise adds to the Company's operations, any transfer or assignment of rights under this franchise requiring

the approval of the Town under §9.1 shall be subject to the condition that the transferee shall promptly pay to the Town a transfer fee, which shall be calculated by multiplying one million dollars by a fraction of which the numerator equals the then population of the Town of Winter Park which is served by the Company, and the denominator equals the then population of the City and County of Denver. Such transfer fee shall not be recovered from a surcharge placed only on the rates of Town Residents.

ARTICLE 10

MUNICIPALIZATION

- §10.1 Town's Right to Condemn. During the term of this franchise, the Town agrees not to condemn the Facilities of the Company or to otherwise restrict the Company's opportunity to conduct business in the Town, except as specifically provided in C.R.S. § 31-15-707.
- §10.2 Operation of a Municipal Utility or Competing Distributors. If, during the term of this franchise, the Town operates a municipal gas utility or issues to another entity a franchise to use the Streets for the placement of gas Facilities, the Company shall no longer be required to collect and pay franchise fees under Article 3 unless substantially the same terms and conditions apply to the service provided by the Town or by the other entity. In addition, the following sections of this franchise shall no longer apply to the Company unless substantially the same provisions are applicable to all other gas distributors, including the Town: Articles 3.3, 3.4, 3.5, 4.1, 4.2, 4.3, 5.1, 5.2, 5.3, 7.1, 9.1 and 9.2.

ARTICLE 11

UNCONTROLLABLE FORCES

- §11.1 Uncontrollable Forces. Neither the Town nor the Company shall be in breach of this franchise if a failure to perform any of the duties under this franchise is due to uncontrollable forces, which shall include but not be limited to accidents, breakdown of equipment, shortage of materials, acts of God, floods, storms, fires, sabotage, terrorist

attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government and other causes or contingencies of whatever nature beyond the reasonable control of the party affected, which could not reasonably have been anticipated and avoided.

ARTICLE 12

BREACH

§12.1 **Breach**. If the Company fails to perform any of the terms and conditions of this franchise and such failure is within the Company's control, the Town may notify the Company of the specific failure and shall allow the Company a reasonable time within which to remedy the failure. If the Company does not remedy the failure and the failure is of a substantial nature, the Town Council may terminate this franchise after a full evidentiary hearing. Termination of the franchise shall be by no less than 75% vote of all members of the Town Council.

§12.2 **Judicial Review**. Any such termination of the franchise shall be subject to judicial review as provided by law.

ARTICLE 13

AMENDMENTS

§13.1 **Amendments to Franchise**. This franchise may be amended only by a writing signed by both the Company and the Town, which is approved in the same manner as is required for the passage of this ordinance.

ARTICLE 14

MISCELLANEOUS

§14.1 Successors and Assigns. The rights, privileges, franchises and obligations, in whole or in part, granted and contained in this ordinance shall inure to the benefit of and be binding upon Public Service Company, its successors, assigns, affiliates and subsidiaries.

§14.2 Third Parties. Nothing contained in this franchise shall be construed to provide rights to third parties.

§14.3 Representatives. Both parties shall, from time to time, designate in writing representatives for the Company and the Town to whom notices shall be sent regarding any action to be taken under this ordinance. Notice shall be delivered in person or by certified mail to the persons and addresses hereinafter stated, unless the persons and addresses are changed at the written request of either party. Until any such change shall be made, notices shall be sent as follows:

To the Town:

Town Manager
Town of Winter Park
50 Vasquez Road
P.O.Box 3327
Winter Park, CO 80482

With a copy to:

Town Attorney
Town of Winter Park
50 Vazquez Road
P.O. Box 3327
Winter Park, CO 80482

To the Company:

Assistant Corporate Secretary
Public Service company of Colorado
P.O. Box 840
Denver, CO 80201

With a copy to:

Legal Department
Public Service Company of Colorado
P.O. Box 840
Denver, CO 80201

- §14.4 Surcharge to Town Residents. The Company shall be permitted to surcharge to residents of the Town the franchise fee payments it makes to the Town. The Company shall be permitted to surcharge to residents of the Town any other payments it makes to the Town only to the extent and in the manner permitted by law or as otherwise ordered by the PUC.
- §14.5 Severability. Should any one or more provisions of this franchise be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the Parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a substitute term that will achieve the original intent of the Parties hereunder.
- §14.6 Entire Agreement. This franchise constitutes the entire agreement of the Parties with respect to the matters contained herein and supersedes any and all prior written or oral agreements, negotiations, correspondence, understandings and communications with respect to this franchise.
- §14.7 Headings for Reference Only. The headings in this franchise are for reference only and convey no substantive rights or impose no substantive obligations on the Parties.
- §14.8 Responsibility for Language. The Town and the Company hereby acknowledge that each bears co-extensive and identical responsibility for the language in this franchise. In case of ambiguity, there shall be no presumptions based upon responsibility for drafting this franchise.

§14.9 No Waiver of Rights. Neither the Town nor the Company waives any rights under the statutes and constitution of the State of Colorado or of the United States except as otherwise specifically set forth herein.

§14.10 Prevailing Party. In any judicial or administrative action to enforce any of the terms or conditions of this franchise, the prevailing party shall be entitled to recover its costs and expenses incurred in such action, including reasonable attorney fees.

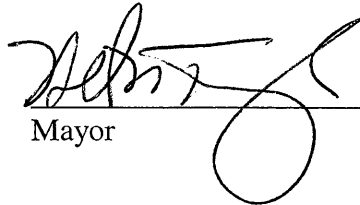
§14.11 Approval of Franchise. The Company shall promptly execute, in writing, its acceptance of this franchise and of any amendment of this franchise following the Town's final approval of the same. The failure to file such an acceptance within 45 days of said final adoption shall be deemed an acceptance of such franchise or amendment thereof.

INTRODUCED, READ, AND ORDERED PUBLISHED this 5th day of October, 2004.

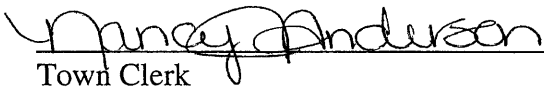
PASSED, ADOPTED AND APPROVED this 16th day of November, 2004.

ATTEST:





Mayor




Town Clerk

Publication Dates:

ACCEPTED:

PUBLIC SERVICE COMPANY OF
COLORADO

By: 
Print Name & Title: Peter West, Managing Director,
Local Affairs

§14.9 No Waiver of Rights. Neither the Town nor the Company waives any rights under the statutes and constitution of the State of Colorado or of the United States except as otherwise specifically set forth herein.

§14.10 Prevailing Party. In any judicial or administrative action to enforce any of the terms or conditions of this franchise, the prevailing party shall be entitled to recover its costs and expenses incurred in such action, including reasonable attorney fees.

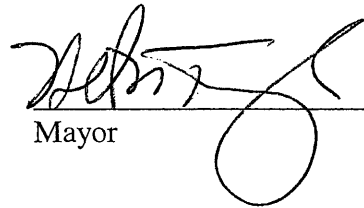
§14.11 Approval of Franchise. The Company shall promptly execute, in writing, its acceptance of this franchise and of any amendment of this franchise following the Town's final approval of the same. The failure to file such an acceptance within 45 days of said final adoption shall be deemed an acceptance of such franchise or amendment thereof.

INTRODUCED, READ, AND ORDERED PUBLISHED this 5th day of October, 2004.

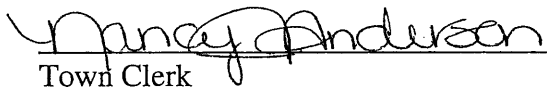
PASSED, ADOPTED AND APPROVED this 16th day of November, 2004.



ATTEST:



Mayor




Town Clerk

Publication Dates:

ACCEPTED:

PUBLIC SERVICE COMPANY OF
COLORADO

By: 

Print Name & Title: Peter West, Managing Director,
Local Affairs

§14.9 No Waiver of Rights. Neither the Town nor the Company waives any rights under the statutes and constitution of the State of Colorado or of the United States except as otherwise specifically set forth herein.

§14.10 Prevailing Party. In any judicial or administrative action to enforce any of the terms or conditions of this franchise, the prevailing party shall be entitled to recover its costs and expenses incurred in such action, including reasonable attorney fees.

§14.11 Approval of Franchise. The Company shall promptly execute, in writing, its acceptance of this franchise and of any amendment of this franchise following the Town's final approval of the same. The failure to file such an acceptance within 45 days of said final adoption shall be deemed an acceptance of such franchise or amendment thereof.

INTRODUCED, READ, AND ORDERED PUBLISHED this 5th day of October, 2004.

PASSED, ADOPTED AND APPROVED this 16th day of November, 2004.



[Handwritten Signature]
Mayor

ATTEST:

Nancy Anderson
Town Clerk

Publication Dates:

ACCEPTED:

PUBLIC SERVICE COMPANY OF
COLORADO

By: _____
Print Name & Title: _____



MEMO

TO Town Council
FROM Keith Riesberg, Town Manager
CC Craig Rutherford, Finance Director
DATE December 3, 2024
RE 2025 Property Tax Mill Levy Resolution

In order to levy general property taxes in accordance with the local Government budget law and the Home Rule Charter of the Town, we are requesting Town Council certify the tax levy for the 2025 budget year in order to balance the budget and meet the general operating expenses of the Town. The Grand County Assessor certified the total gross and net assessed valuation of \$281,046,450. The mill levy will be set at 3.765 mills (1.765 general operating mill and 2.000 natural resources/forestry mills) upon each dollar of the total valuation for assessment of all taxable property within the Town of Winter Park. The total estimated revenue generated from the mill levy assessment will be \$1,058,140 as calculated on the net valuation.

Recommended Motion

Staff recommends the Town Council approve the Property Tax Mill Levy and direct the Town Manager to certify the mill levy to the Grand County Board of County Commissioners as presented, by adopting the following motion:

I move to approve the levying of property taxes to help defray the costs of government for the Town of Winter Park, Colorado for the purposes of meeting general operating expenses of the Town of Winter Park during the 2025 budget year. There is hereby levied a tax of 3.765 mills upon each dollar of the total valuation for assessment of all taxable property within the Town of Winter Park, and;

The Town Manager is hereby authorized and directed, to certify to the Board of County Commissioners of Grand County, Colorado, the mill levy for the Town of Winter Park as herein above determined and set, but as recalculated as needed, upon receipt of the final certification of valuation from the Grand County Colorado Assessor, in order to comply with any applicable revenue and other budgetary limits.

TOWN OF WINTER PARK

RESOLUTION NO. 2194
SERIES OF 2024

A RESOLUTION LEVYING PROPERTY TAXES FOR THE YEAR 2024
TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE
TOWN OF WINTER PARK, COLORADO FOR THE 2025 BUDGET

WHEREAS, the Town Council of the Town of Winter Park adopted the 2025 annual budget on November 19th, 2024, in accordance with the local Government Budget law and the Home Rule Charter of the Town of Winter Park;

WHEREAS, the amount of money necessary to balance the budget for general operating purposes from property tax revenue is \$1,058,140; and

WHEREAS, the 2024 valuation for assessment for the Town of Winter Park, as certified by the Grand County Colorado Assessor is \$281,046,450.

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

Section 1. That for the purposes of meeting general operating expenses of the Town of Winter Park during the 2025 budget year, there is hereby levied a tax of 3.765 mills upon each dollar of the total valuation for assessment of all taxable property within the Town of Winter Park for the year.

Section 2. That the Town Manager is hereby authorized and directed to certify to the Board of County Commissioners of Grand County, Colorado the mill levies for the Town of Winter Park as herein above determined and set, but recalculated as needed upon receipt of the final certification of valuation from the Grand County Colorado Assessor in order to comply with any applicable revenue and other budgetary limits.

APPROVED AND PASSED this 3rd day of December, 2024, by a vote of ____ to ____.

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk

CERTIFICATION OF TAX LEVIES for NON-SCHOOL Governments

TO: County Commissioners¹ of _____, Colorado.

On behalf of the _____,
(taxing entity)^A
 the _____,
(governing body)^B
 of the _____,
(local government)^C

Hereby officially certifies the following mills to be levied against the taxing entity's GROSS \$ _____ assessed valuation of: (GROSS^D assessed valuation, Line 2 of the Certification of Valuation Form DLG 57^E)

Note: If the assessor certified a NET assessed valuation (AV) different than the GROSS AV due to a Tax Increment Financing (TIF) Area^F the tax levies must be calculated using the NET AV. The taxing entity's total property tax revenue will be derived from the mill levy multiplied against the NET assessed valuation of: \$ _____ (NET^G assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)
USE VALUE FROM FINAL CERTIFICATION OF VALUATION PROVIDED BY ASSESSOR NO LATER THAN DECEMBER 10

Submitted: _____ for budget/fiscal year _____.
(no later than Dec. 15) (mm/dd/yyyy) (yyyy)

PURPOSE <small>(see end notes for definitions and examples)</small>	LEVY ²	REVENUE ²
1. General Operating Expenses ^H	_____ mills	\$ _____
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction ^I	< _____ > mills	\$ < _____ >
SUBTOTAL FOR GENERAL OPERATING:	<div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div> mills	<div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div> \$
3. General Obligation Bonds and Interest ^J	_____ mills	\$ _____
4. Contractual Obligations ^K	_____ mills	\$ _____
5. Capital Expenditures ^L	_____ mills	\$ _____
6. Refunds/Abatements ^M	_____ mills	\$ _____
7. Other ^N (specify): _____	_____ mills	\$ _____
	_____ mills	\$ _____
TOTAL: <small>[Sum of General Operating Subtotal and Lines 3 to 7]</small>	<div style="border: 2px solid black; width: 100px; height: 20px; display: inline-block;"></div> mills	<div style="border: 2px solid black; width: 100px; height: 20px; display: inline-block;"></div> \$

Contact person: _____ Daytime phone: () _____
 (print)
 Signed: _____ Title: _____

Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-1-113 C.R.S., with the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203. Questions? Call DLG at (303) 864-7720.

¹ If the *taxing entity's* boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.
² Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's **FINAL** certification of valuation).

CERTIFICATION OF TAX LEVIES, continued

THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.). Taxing entities that are

Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.) Use additional pages as necessary. The Special District's or Subdistrict's total levies for general obligation bonds and total levies for contractual obligations should be recorded on Page 1, Lines 3 and 4 respectively.

CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:

BONDS^J:

- 1. Purpose of Issue: _____
Series: _____
Date of Issue: _____
Coupon Rate: _____
Maturity Date: _____
Levy: _____
Revenue: _____

- 2. Purpose of Issue: _____
Series: _____
Date of Issue: _____
Coupon Rate: _____
Maturity Date: _____
Levy: _____
Revenue: _____

CONTRACTS^K:

- 3. Purpose of Contract: _____
Title: _____
Date: _____
Principal Amount: _____
Maturity Date: _____
Levy: _____
Revenue: _____

- 4. Purpose of Contract: _____
Title: _____
Date: _____
Principal Amount: _____
Maturity Date: _____
Levy: _____
Revenue: _____

Use multiple copies of this page as necessary to separately report all bond and contractual obligations per 32-1-1603, C.R.S.

Notes:

^A **Taxing Entity**—A jurisdiction authorized by law to impose ad valorem property taxes on taxable property located within its territorial limits (please see notes B, C, and H below). For purposes of the DLG 70 only, a *taxing entity* is also a geographic area formerly located within a *taxing entity*'s boundaries for which the county assessor certifies a valuation for assessment and which is responsible for payment of its share until retirement of financial obligations incurred by the *taxing entity* when the area was part of the *taxing entity*. For example: an area of excluded property formerly within a special district with outstanding general obligation debt at the time of the exclusion or the area located within the former boundaries of a dissolved district whose outstanding general obligation debt service is administered by another local government^C.

^B **Governing Body**—The board of county commissioners, the city council, the board of trustees, the board of directors, or the board of any other entity that is responsible for the certification of the *taxing entity*'s mill levy. For example: the board of county commissioners is the governing board ex officio of a county public improvement district (PID); the board of a water and sanitation district constitutes ex officio the board of directors of the water subdistrict.

^C **Local Government** - For purposes of this line on Page 1 of the DLG 70, the *local government* is the political subdivision under whose authority and within whose boundaries the *taxing entity* was created. The *local government* is authorized to levy property taxes on behalf of the *taxing entity*. For example, for the purposes of this form:

1. a municipality is both the *local government* and the *taxing entity* when levying its own levy for its entire jurisdiction;
2. a city is the *local government* when levying a tax on behalf of a business improvement district (BID) *taxing entity* which it created and whose city council is the BID board;
3. a fire district is the *local government* if it created a subdistrict, the *taxing entity*, on whose behalf the fire district levies property taxes.
4. a town is the *local government* when it provides the service for a dissolved water district and the town board serves as the board of a dissolved water district, the *taxing entity*, for the purpose of certifying a levy for the annual debt service on outstanding obligations.

^D **GROSS Assessed Value** - There will be a difference between gross assessed valuation and net assessed valuation reported by the county assessor only if there is a “tax increment financing” entity (see below), such as a downtown development authority or an urban renewal authority, within the boundaries of the *taxing entity*. The board of county commissioners certifies each *taxing entity*'s total mills upon the *taxing entity*'s *Gross Assessed Value* found on Line 2 of Form DLG 57.

^E **Certification of Valuation by County Assessor, Form DLG 57** - The county assessor(s) uses this form (or one similar) to provide valuation for assessment information to a *taxing entity*. The county assessor must provide this certification no later than August 25th each year and may amend it, one time, prior to December 10th. Each entity must use the **FINAL** valuation provided by assessor when certifying a tax levy.

^F **TIF Area**—A downtown development authority (DDA) or urban renewal authority (URA), may form plan areas that use “tax increment financing” to derive revenue from increases in assessed valuation (gross minus net, Form DLG 57 Line 3) attributed to the activities/improvements within the plan area. The DDA or URA receives the differential revenue of each overlapping *taxing entity*'s mill levy applied against the *taxing entity*'s gross assessed value after subtracting the *taxing entity*'s revenues derived from its mill levy applied against the net assessed value.

^G **NET Assessed Value**—The total taxable assessed valuation from which the *taxing entity* will derive revenues for its uses. It is found on Line 4 of Form DLG 57. **Please Note:** A downtown development authority (DDA) may be both a *taxing entity* and have also created its own *TIF area* and/or have a URA *TIF Area* within the DDA's boundaries. As a result DDAs may both receive operating revenue from their levy applied to their certified *NET assessed value* and also receive TIF revenue generated by any *tax entity* levies overlapping the DDA's *TIF Area*, including the DDA's own operating levy.

^H General Operating Expenses (DLG 70 Page 1 Line 1)—The levy and accompanying revenue reported on Line 1 is for general operations and includes, in aggregate, all levies for and revenues raised by a *taxing entity* for purposes not lawfully exempted and detailed in Lines 3 through 7 on Page 1 of the DLG 70. For example: a fire pension levy is included in general operating expenses, unless the pension is voter-approved, if voter-approved, use Line 7 (Other).

^I Temporary Tax Credit for Operations (DLG 70 Page 1 Line 2)—The Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction of 39-1-111.5, C.R.S. may be applied to the *taxing entity*'s levy for general operations to effect refunds. Temporary Tax Credits (TTCs) are not applicable to other types of levies (non-general operations) certified on this form because these levies are adjusted from year to year as specified by the provisions of any contract or schedule of payments established for the payment of any obligation incurred by the *taxing entity* per 29-1-301(1.7), C.R.S., or they are certified as authorized at election per 29-1-302(2)(b), C.R.S.

^J General Obligation Bonds and Interest (DLG 70 Page 1 Line 3)—Enter on this line the total levy required to pay the annual debt service of all general obligation bonds. Per 29-1-301(1.7) C.R.S., the amount of revenue levied for this purpose cannot be greater than the amount of revenue required for such purpose as specified by the provisions of any contract or schedule of payments. Title 32, Article 1 Special districts and subdistricts must complete Page 2 of the DLG 70.

^K Contractual Obligation (DLG 70 Page 1 Line 4)—If repayment of a contractual obligation with property tax has been approved at election and it is not a general obligation bond (shown on Line 3), the mill levy is entered on this line. Per 29-1-301(1.7) C.R.S., the amount of revenue levied for this purpose cannot be greater than the amount of revenue required for such purpose as specified by the provisions of any contract or schedule of payments.

^L Capital Expenditures (DLG 70 Page 1 Line 5)—These revenues are not subject to the statutory property tax revenue limit if they are approved by counties and municipalities through public hearings pursuant to 29-1-301(1.2) C.R.S. and for special districts through approval from the Division of Local Government pursuant to 29-1-302(1.5) C.R.S. or for any *taxing entity* if approved at election. Only levies approved by these methods should be entered on Line 5.

^M Refunds/Abatements (DLG 70 Page 1 Line 6)—The county assessor reports on the *Certification of Valuation* (DLG 57 Line 11) the amount of revenue from property tax that the local government did not receive in the prior year because taxpayers were given refunds for taxes they had paid or they were given abatements for taxes originally charged to them due to errors made in their property valuation. The local government was due the tax revenue and would have collected it through an adjusted mill levy if the valuation errors had not occurred. Since the government was due the revenue, it may levy, in the subsequent year, a mill to collect the refund/abatement revenue. An abatement/refund mill levy may generate revenues up to, but not exceeding, the refund/abatement amount from Form DLG 57 Line 11.

1. Please Note: Pursuant to Article X, Section 3 of the Colorado Constitution, if the *taxing entity* is in more than one county, as with all levies, the abatement levy must be uniform throughout the entity's boundaries and certified the same to each county. To calculate the abatement/refund levy for a *taxing entity* that is located in more than one county, first total the abatement/refund amounts reported by each county assessor, then divide by the *taxing entity*'s total net assessed value, then multiply by 1,000 and round down to the nearest three decimals to prevent levying for more revenue than was abated/refunded. This results in an abatement/refund mill levy that will be uniformly certified to all of the counties in which the *taxing entity* is located even though the abatement/refund did not occur in all the counties.

^N Other (DLG 70 Page 1 Line 7)—Report other levies and revenue not subject to 29-1-301 C.R.S. that were not reported above. For example: a levy for the purposes of television relay or translator facilities as specified in sections 29-7-101, 29-7-102, and 29-7-105 and 32-1-1005 (1) (a), C.R.S.; a voter-approved fire pension levy; a levy for special purposes such as developmental disabilities, open space, etc.

CERTIFICATION OF VALUATION BY Grand County COUNTY ASSESSOR

New Tax Entity? [] YES [X] NO

Date 08/14/2024

NAME OF TAX ENTITY: WINTER PARK, TOWN OF

USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATION ("5.5%" LIMIT) ONLY

IN ACCORDANCE WITH 39-5-121(2)(a) and 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2024 :

Table with 11 rows of valuation items and amounts, including Previous Year's Net Total Taxable Assessed Valuation, Current Year's Gross Total Taxable Assessed Valuation, Less Total TIF Area Increments, etc.

- † This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec. 20(8)(b), Colo. Constitution
* New Construction is defined as: Taxable real property structures and the personal property connected with the structure.
~ Jurisdiction must submit to the Division of Local Government respective Certifications of Impact in order for the values to be treated as growth in the limit calculation; use Forms DLG 52 & 52A.
Φ Jurisdiction must apply to the Division of Local Government before the value can be treated as growth in the limit calculation; use Form DLG 52B.

USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY

IN ACCORDANCE WITH ART.X, SEC.20, COLO. CONSTUTION AND 39-5-121(2)(b), C.R.S., THE Grand County ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2024 :

Table with 7 rows of actual valuation items and amounts, including Current Year's Total Actual Value of All Real Property, Additions to Taxable Real Property (Construction, Annexations, etc.), and Deletions from Taxable Real Property.

Table with 10 rows of deletions from taxable real property, including Destruction of Taxable Real Property Improvements, Disconnections/Exclusions, and Previously Taxable Property.

IN ACCORDANCE WITH 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS: TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY \$3,314,637,840

IN ACCORDANCE WITH 39-5-128(1.5), C.R.S., THE ASSESSOR PROVIDES: HB21-1312 ASSESSED VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): ** \$406,632
** The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119.5(3), C.R.S.

NOTE: ALL LEVIES MUST BE CERTIFIED to the COUNTY COMMISSIONERS NO LATER THAN DECEMBER 15.



MEMO

TO Mayor and City Council
FROM Keith Riesberg, Town Manager
CC
DATE November 27, 2024
RE Professional Services – government affairs services - State

Background

In 2024 the Town of Winter Park solicited proposals to provide the Town with government affairs services (lobbying) at the State level. Aponte & Busam was engaged to monitor legislation in coordination with the Colorado Association of Ski Towns (CAST) and Colorado Municipal League (CML) and advocated for various bills during the 2024 legislative session as directed by the Town. Aponte & Busam provided routine updates to the Town on legislation and support the Mayor when testifying on behalf of certain bills. Aponte & Busam has attended key legislative committee meetings and has kept the Town updated throughout the year. Staff believes the services provided by Aponte & Busam have been beneficial to the Town and are recommending to engage Aponte Public Affairs, Inc. (DBA Aponte & Busam) to provide government affairs services for 2025 for a cost of \$20,000.

Analysis

The Town of Winter Park engaged the services of Aponte & Busam in February, 2024. Throughout the 2024 legislative session and following the session, Aponte & Busam provided the Town will regular reports on legislative activity. This included assisting the Town in testifying in support of key legislation associated with the passenger rail initiatives. They have attended key legislative committee meetings and have represented the Town well during 2024.

The scope of services for the lobbyist will continue to be:

- 1) Provide legislative monitoring in addition to that provided by the Colorado Association of Ski Towns (CAST) and the Colorado Municipal League and advocating for needed amendments as directed by the Town.
- 2) Provide written summaries of identified bills of interest and potential impacts;

- 3) Provide information on hearing dates, committee assignments and potential amendments or procedural issues that influence the outcome of proposed legislation;
- 4) Provide guidance on altering or influencing legislation including the provision of testimony and/or letters of support or opposition.

In addition to providing the requested scope of services, the lobbyist is expected to provide executive branch and State organization relations, including work with regulatory agencies such as the Public Utilities Commission (PUC). The lobbyist will also monitor interim committee meetings and other critical State activities and issues throughout the year.

The fees for the engagement of Aponte & Busam are \$20,000 for 2025. This is the same amount as 2024.

Recommendation

It is at the Council's discretion whether or not to engage a lobbyist at the State level to provide services to the Town during 2024. Should the Council wish to do so, staff recommends engaging Aponte Public Affairs, Inc. (DBA Aponte & Busam) for this professional service.

Should the Town Council wish to authorize this engagement, the following motion should be made:

I move to approve Resolution 2195 authorizing the Town Manager to engage Aponte Public Affairs, Inc. (DBA Aponte & Busam) for government affairs services as presented.

Should the Town Council wish to deny the engagement of Aponte & Busam for government affairs services, the following motion should be made:

I move to deny Resolution 2195 authorizing the Town Manager to engage Aponte Public Affairs, Inc. (DBA Aponte & Busam) for government affairs services as presented.

In the event the recommendation to engage Aponte & Busam is not approved, the Town staff will anticipate undertaking the interactions with the legislative process in the same manner as previous years.



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

TOWN OF WINTER PARK

RESOLUTION NO. 2195
SERIES OF 2024

A RESOLUTION APPROVING AN AGREEMENT WITH APONTE PUBLIC AFFAIRS, INC. (DBA APONTE & BUSAM) TO PROVIDE GOVERNMENT AFFAIRS SERVICES.

WHEREAS, during the 2024 legislative session, the Town of Winter Park engaged Aponte & Busam additional representation during the State legislative process and to monitor key meetings and actions at the State;

WHEREAS, the Town was satisfied with the services provided by Aponte & Busam and wish to retain their services for 2025.

WHEREAS, Aponte & Busam are willing to continue providing services to the Town of Winter Park at the same contract rate for 2025 and is willing to provide the desired services.

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

Section 1. The Town Council hereby authorizes the Town Manager to execute the professional services agreement with Aponte Public Affairs, Inc. (DBA Aponte & Busam) following the review and approval of the Town Attorney.

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

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 3rd day of December, 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 Aponte Public Affairs, Inc. (DBA Aponte-Busam), an independent contractor with a principal place of business at 110 16th Street, #1400, Denver, Colorado 80202 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

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

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

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

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

II. TERM AND TERMINATION

A. This Agreement shall commence on January 1, 2025, and shall continue until Contractor completes the Scope of Services on December 31, 2025, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 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 \$20,000.00. 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 be paid monthly upon submittal of an invoice to 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: _____

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

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:

- **Legislative Monitoring:** Provide client leadership with up-to-date information on important developments with key legislation and the activities and discussion of key groups and committees including but not limited to: The Joint Budget Committee, relevant Senate & House Committees, relevant state agencies and interest groups relevant to client's issue focus.
 - Weekly reports of pending legislation, including written analysis of proposed bills when requested.
 - Ongoing and timely communication including written summary of developments with key issues affecting or of interest to the Town of Winter Park.
 - Create a customized 2024 bill tracker for the Town of Winter Park. This can be bookmarked to provide real-time updates on the status, activity, and the current version of legislation.
 - Create and update legislative overview information on meeting dates, committee composition contact info, etc.
 - Follow, notify and report back on relevant interim legislative committees such as the Wildfire Matters Review Committee and Committee on Tax Policy.
 - Provide a legislative preview to the Town Council prior to the start of the Legislative session and an end of session report upon the conclusion of the State Legislative session.
- **Executive Branch and State Organization Relations:** Remain aware and inform client of action and opportunities within the Governor and Lt. Governor's offices and the relevant state agencies.
- **Committee Hearing Preparation:** Assist client to strategize on committee engagement and assist in preparing testimony and fielding questions.
- **Position Papers / Fact Sheets:** Review and edit client prepared position papers, letter of support/opposition that communicate client's policy goals and legislative position.
- **Local Government Association engagement:** remain aware and inform client of positions and activity with local government agencies in Colorado. This would include Colorado Municipal League, Colorado Counties Inc., Colorado Association of Ski Towns, I70 Coalition, Counties & Commissioners Acting Together and Colorado Communities for Climate Action

This scope of services assumes minimal engagement aimed in an informative manner. Should more active engagement be needed the scope of services and fees will be discussed and adjusted per agreement of both parties.

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:

- A. Weekly reports of pending legislation, including written analysis of proposed bills when requested.