

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

WINTER PARK TOWN COUNCIL MEETING

Winter Park Town Hall – 50 Vasquez Road

Tuesday, January 7, 2025 – 5:30 p.m.

Dinner Provided



AGENDA

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

Public Comment is restricted to three minutes per person, and you must state your name and physical address for the record. Please be mindful of not reiterating other people's comments.
3. Consent Agenda
 - a. Approval of December 3, 2024, Regular Meeting Minutes
 - b. Resolution 2196, A Resolution Approving the Order and Purchase of a 2024 Chevrolet 5500, Four Wheel Drive with Versalift (Bucket Truck)
4. Action Items
 - a. Pre-Legislative Session Overview by Aponte & Busam
 - b. Resolution 2197, A Resolution Approving Town Council Regular Meeting and Town Council Workshop Times for 2025
 - c. Resolution 2198, A Resolution Establishing a Public Place for the Posting of Meeting Notices as Required by the Colorado Open Meetings Law
 - d. Resolution 2199, A Resolution Approving a Professional Services Agreement with Slate Communications for 2025
 - e. Resolution 2200, A Resolution of the Town Council of the Town of Winter Park Approving a Contract with Kimley-Horn and Associates, Inc., to Perform the Professional Services of Town Engineer
 - f. Resolution 2201, A Resolution Approving a Contract with the Winter Park & Fraser Chamber of Commerce
 - g. Resolution 2202, A Resolution Authorizing the Acceptance of the Colorado Department of Transportation (CDOT) Funding Through the Clean Transit

MINUTES

DATE: Tuesday, December 3, 2024

MEETING: Winter Park Town Council

PLACE: Town Hall Council Chambers and Zoom Meeting Call

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

OTHERS

PRESENT: Chief of Police Glen Trainor, Community Development Director James Shockey, Senior Planner Brian Kelley, Sustainable Community Coordinator Mia Dorris, Transit Manager Charles McCarthy, 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

Office of Emergency Management Director Alexis Kimbrough presented the Genasys Protect website to Council. Ms. Kimbrough stated the County will be transitioning over to this live, interactive map for our public information map during large incidents, for example, incidents like East Troublesome Fire.

3. Consent Agenda

3.a. Approval of November 19, 2024, Regular Meeting Minutes

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

4. Action Items

4.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

Community Development Director James Shockey stated this resolution is to purchase a new pick-up truck for the Building Department. Mr. Shockey stated the new truck will replace an old Chevy Tahoe.

Councilor Jeremy Henn moved and Councilor Riley McDonough seconded the motion approving 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. Motion carried: 6-0.

4.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

Sustainable Community Coordinator Mia Dorris stated we applied for the climate resilience challenge initiative, the goal of the funding is to promote sustainable development and resiliency in communities. Ms. Dorris stated we submitted two applications, the first one to support climate action plan development which would allow us to keep working with Lotus Engineering and Sustainability, who are about to complete our greenhouse gas inventory. Ms. Dorris stated Lotus would help on the modeling, analysis, and create a climate and vulnerability risk assessment to go into the climate action plan. Ms. Dorris stated the second grant application is for the Public Works facility to add a microgrid, solar on roof, and a battery storage component which would lead to substantial utility savings. Ms. Dorris stated Staff recommends approval of this resolution to support both applications.

Councilor Riley McDonough moved and Councilor Art Ferrari seconded the motion approving 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. Motion carried: 6-0.

4.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

Community Development Director James Shockey stated the request is to zone the property as R-1, the applicant is proposing a three-lot subdivision. Mr. Shockey stated the minor plat has already been approved by Planning Commission pending Town Council approvals. Mayor Kutrumbos opened the public hearing, hearing no comments. Mayor Kutrumbos closed the public hearing.

Councilor Rebecca Kaufman moved and Councilor Michael Periolat seconded the motion approving 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. Motion carried by following roll call vote:

Jeremy Henn	“Aye”	Michael Periolat	“Aye”
Riley McDonough	“Aye”	Art Ferrari	“Aye”
Rebecca Kaufman	“Aye”	Nick Kutrumbos	“Aye”

4.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

Finance Director Craig Rutherford stated this ordinance amends the 2024 budget sales tax amount to correct for a technical error that occurred in the preparation of the budget, changing the sales tax amount from \$8.3 million to \$9.6 million. Mayor Kutrumbos opened the public hearing, hearing no comments. Mayor Kutrumbos closed the public hearing.

Councilor Art Ferrari moved and Councilor Jeremy Henn 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, Second Reading and Public Hearing. Motion carried by the following roll call vote:

Rebecca Kaufman	“Aye”	Art Ferrari	“Aye”
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Riley McDonough
Jeremy Henn

“Aye”
“Aye”

Michael Periolat
Nick Kutrumbos

“Aye”
“Aye”

4.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

Town Manager Keith Riesberg stated this is an emergency ordinance, this is for the franchise agreement with Xcel, our current agreement expires end of year, while we have been working with Xcel to renew the franchise agreement, the negotiations to update the franchise agreement will not be completed by year end. Mr. Riesberg stated we are asking Council to adopt the emergency ordinance to extend to March 31, 2025. Mr. Riesberg stated the emergency ordinance will allow Xcel to continue collecting the franchise fee that is specified within our current agreement. Mr. Riesberg stated we are anticipating that after the first of the year the Town will bring forward a regular ordinance for the adoption of a new franchise agreement with Xcel. Mr. Riesberg stated prior to that ordinance staff will overview for Council the minor edits and changes to the franchise agreement recognizing their agreements are also under the purview of the PUC (Public Utility Commission). Mr. Riesberg stated to Council that an emergency ordinance requires five affirmative votes to and does not require a second reading or public hearing.

Councilor Michael Periolat moved and Councilor Art Ferrari seconded the motion approving 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. Motion carried by following roll call vote:

Riley McDonough
Art Ferrari
Rebecca Kaufman

“Aye”
“Aye”
“Aye”

Michael Periolat
Jeremy Henn
Nick Kutrumbos

“Aye”
“Aye”
“Aye”

4.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

Finance Director Craig Rutherford stated this is the Town standard which allows the Town to collect property taxes at a rate of 3.765 mills based upon the evaluation that is certified by the Grand County Assessor. Mr. Rutherford stated the breakdown of the 3.765 mills, 2 mills for natural resources and forestry and 1.765 mills for general operating purposes for the Town. Mr. Rutherford stated this will be revised slightly due to the most recent evaluation from the Assessor that we received last week by a very small amount from what you see here. Mr. Rutherford stated this will also allow us to send the certification to the Assessor’s office for them to collect these taxes in 2025.

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

4.g. Resolution 2195, A Resolution Approving an Agreement with Aponte Public Affairs, Inc. (D.B.A. Aponte & Busam) to Provide Government Affairs Services

Town Manager Keith Riesberg stated earlier this year Council authorized a contract to engage with Aponte & Busam to represent the Town at the State level regarding the drafting of legislation and monitoring of bills that were moving forward. Mr. Riesberg stated overall Aponte & Busam have represented the Town well in terms of assisting the Town and our elected officials when desire to testify on behalf of bills and on providing updates to us on legislation. Mr. Riesberg stated Staff feels it has been beneficial having a lobbyist and Staff recommends continuing the contract for the coming year at the same cost.

Councilor Rebecca Kaufman moved and Councilor Jeremy Henn seconded the motion approving Resolution 2195, A Resolution Approving an Agreement with Aponte Public Affairs, Inc. (D.B.A. Aponte & Busam) to Provide Government Affairs Services. Motion carried: 6-0.

5. Town Manager's Report

Town Manager Keith Riesberg asked Council if they would like to cancel their December 17 Town Council workshop and meeting, as of now there are no agenda items. Council agreed to cancel that workshop and meeting on December 17.

6. Mayor's Report

Mayor Nick Kutumbos stated we are gearing up for the holidays, Thanksgiving was nice and crews did a good job moving snow. Mayor Kutumbos stated there are three open seats on CAST (Colorado Association of Ski Towns), and Councilor Rebecca Kaufman is going to run again, and another person, so there is one open seat.

7. Town Council Items for Discussion

Councilor Rebecca Kaufman and Council discussed the open seat on CAST.

Mayor Nick Kutumbos stated an update from the MMC (Mayors, Managers, Commissioners) meeting where the only topic was childcare. Mayor Kutumbos stated it was a positive conversation and everyone was inline, and it was decided to move forward with looking at childcare in Grand County wholistically and doing a needs assessment. Mayor Kutumbos stated Grand Beginnings is willing to organize and take the lead. Town Manager Keith Riesberg stated they are going to bring stakeholders together after the new year, we need to understand the needs now and the growth and development moving forward.

Councilor Rebecca Kaufman stated a CAST housing taskforce update, and tomorrow she will be on a call with DOLA (Department of Local Affairs) to give feedback on displacement risk on their housing needs assessment guidelines.

Mayor Nick Kutumbos stated the first ski train of the season is December 20th, tickets are \$39.00 dollars. Mayor Kutumbos stated there are a handful of resort people and maybe some of Council that are interested in taking the train that day.

Councilor Jeremy Henn stated there is the Mountain Rail Meeting next week. Town Manager Keith Riesberg stated the meeting will be here at Town Hall on Tuesday, Dec. 10 at 5:45 p.m., we are encouraging strong turnout to show Winter Park support for the rail.

Councilor Riley McDonough asked for an update on the building next to the post office. Community Development Director James Shockey stated he would follow-up with the developer and get back to Council.

There being no further business to discuss, upon a motion regularly adopted, the meeting was adjourned at 6:10 p.m.

The next scheduled meeting of the Town Council will be Tuesday, January 7, 2025, 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 January 7, 2025
RE 2024 Chevrolet 5500 4 X 4 w / Versalift (Bucket Truck) – Order & Purchase

The Town's Public Works Department has been using a 2012 model Dodge Bucket Truck that needs to be retired and replaced. This vehicle will be disposed of and auctioned off after the new Bucket Truck is received. This memo is to support a resolution approving the order and purchase of a new 2024 Chevrolet 5500 4-wheel drive with Versalift (Bucket Truck). This replacement is budgeted in the 2025 Capital Equipment Replacement Schedule for the Public Works Department. When ordered after approval by Town Council the delivery date will be approximately late February 2025 with payment due prior to delivery.

The Town received 3 quotes for this new vehicle and All Around Manufacturing came in with the best price and chassis consistent with the current vehicle fleet. The price of the 2024 Chevrolet 5500 4-wheel drive with Versalift (Bucket Truck) is \$178,549.00, this includes a delivery fee to the Public Works Department. 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. 2196
SERIES OF 2025

A RESOLUTION APPROVING THE ORDER AND PURCHASE OF A 2024 CHEVROLET
5500, FOUR WHEEL DRIVE WITH VERSALIFT (BUCKET TRUCK)

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 \$150,000 for a new Bucket Truck vehicle, this model 2024 Chevrolet 5500 Four Wheel Drive with Versalift was selected by the Public Works Director and the Fleet Mechanic; and

WHEREAS, Three bids were solicited and All Around Manufacturing provided the lowest and best bid for this Bucket Truck; and

WHEREAS, Town staff researched several options with the truck from All Around Manufacturing being the best bid available for order now with delivery scheduled for late February 2025.

NOW THEREFORE, BE IT RESOLVED that the Town Council of Winter Park, Colorado hereby awards the bid to All Around Manufacturing for the purchase of the 2024 Chevrolet 5500 Four Wheel Drive with Versalift (Bucket Truck) at a total cost of \$178,549.00.

APPROVED AND PASSED this 7th day of January, 2025 by a vote of _____ to _____.

TOWN OF WINTER PARK

Nick Kutumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk

All Around Mfg., LLC
774 CR 544
Stephenville, Tx 76401
(979)255-0471



Customer:
Attn:
Email:

Date: Aug 27, 2024
Model: SST-40-EIH

We are pleased to quote the VERSALIFT SST-40-EIH; insulated end mounted 40 ft. (12.2m) telescopic aerial platform lift, 45 ft. (13.7 m) working height, 27 ft. 9 in. (8.5 m) horizontal reach including the following items *(based on a 40" frame height)*:

AERIAL LIFT SPECIFICATIONS

PLATFORM - The fiberglass platform is 24 in. x 30 in. x 42 in. (0.61 m x 0.76 m x 1.07 m) deep with an inside and outside step for easy access. The platform capacity is 350 lbs. (160 kg). A tubular rubber support for the platform is provided.

PLATFORM LINER AND VINYL COVER - A 50 kV rated liner and soft vinyl cover are supplied for the platform.

PERSONNEL RESTRAINT SYSTEM – An arc flash rated safety harness and lanyard are supplied. The anchor for the lanyard is attached to the upper platform support.

SINGLE STICK 3-AXIS PLATFORM CONTROL - The Unitrol 3-Axis single-stick control consists of a multi-jointed handle which operates the control valve. A safety trigger located on the underside of the single stickhandle will not allow boom movement until it is depressed. The control valve is full pressure and full flow. The operator can feather between the three control movements to provide multi-function boom action. An emergency stop control is provided.

TRUGUARD™ 2.0 - This advance upper controls isolation system provides 4" of electrical isolation from the entire upper controls, including the control dash panel. This system also includes a protective shield which helps prevent environmental and work related contaminants from making direct contact with the isolating surfaces.

ROTATING PLATFORM – Provides 180° hydraulic platform rotation.

HYDRAULIC PLATFORM LEVELING - Platform leveling is controlled by a master and slave cylinder arrangement. The platform leveling system can be activated from the upper controls to adjust platform leveling, tilt the platform for cleaning, or to ease the removal of an injured operator.

HYDRAULIC TOOL CIRCUIT AT THE PLATFORM - This system is designed to use open-center hydraulic tools. The tool circuit provides 5 gpm (19 lpm) at 2250 psi (158 kg/cm²). Includes quick disconnect fittings.

OUTER/INNER BOOM ASSEMBLY- The outer/inner boom assembly includes an outer boom, telescopic inner boom, extension system, and hose assemblies. The outer boom consists of a 6 in. x 8 in. (150 mm x 200 mm) steel section and a 7.5 in. x 9.5 in. (190 mm x 240 mm) fiberglass section (Electroguard) that maintains a 42 in. (1.08 m) insulation gap with the inner boom fully retracted. The 5 in. x 7 in. (130 mm x 180 mm) rectangular fiberglass inner boom is housed within the outer boom. The extension system consists of a hydraulic cylinder, two holding valves, and a hose carrier housed entirely within the boom assembly. The hoses routed through the outer/inner boom assembly are non-conductive and fully contained within the boom assembly. The outer/inner boom assembly articulates from 14° below horizontal to 74° above horizontal. Actuated by a double acting cylinder with a holding valve, the outer/inner boom assembly is offset to one side to provide easy access to the platform. A tie-down strap is included.

COMPENSATED LOWER BOOM - The lower boom consists of a 6 in. (150 mm) square steel section. The SST-40 lower boom articulates from 5° below horizontal to vertical for a total travel of 95°. A compensation link forms a parallelogram linkage to maintain the outer/inner boom assembly at a constant angle to the turret.

PINS - Pins are high-strength alloy steel which are chrome plated for a hard finish and corrosion resistance. Pins are bolted in place with a welded pin tab at one end and a pin cap at the other for redundant retention.

CYLINDERS - Both the outer and lower boom cylinders are a threaded end-cap design. The lower boom and extension cylinders are equipped with two holding valves to prevent down creep and to lock the booms in position in the event of hose failure. The outer boom cylinder is equipped with one holding valve.

TURRET - The turret wings are ½ in. (13 mm) thick steel plate. A steel tube is welded between the turret wings to support the boom cylinder and provide rigidity. The turret plate is machined flat to support the rotation bearing. A bearing cover is provided to prevent foreign material from interfering with lift rotation.

CONTINUOUS ROTATION - Rotation is continuous and unrestricted in either direction. An electric and hydraulic collector ring assembly provides a path for hydraulic oil and electric signals from the pedestal to turret. Rotation is accomplished by a hydraulically driven worm and spur gear set acting on a shear-ball rotation bearing. The critical bolts holding the turret to the rotation bearing and the bearing to the pedestal are grade 8 hex head cap screws. These critical bolts are marked with a torque seal indicator to provide a quick means to inspect for relative movement. A slotted adjustment is provided for pinion and rotation gear clearances. An external hex drive is provided for manual rotation in case of hydraulic failure.

PEDESTAL - The pedestal is a round shape with an access opening on both sides. The 12 gallon (45 l) hydraulic reservoir is built integral to the pedestal. A 100-mesh suction screen and 10-micron return line filter are located inside the pedestal. The top plate is 1 ¼ in. (32 mm) thick and machined flat to support the rotation bearing.

HYDRAULIC OIL RESERVOIR - A 17 gallon (64.4 l) hydraulic oil reservoir is built integral to the pedestal. Two sight gauges allow quick hydraulic fluid level checks.

INDIVIDUAL LOWER CONTROLS - Individual full pressure controls at the turret actuate all boom functions. The lower control station is equipped with a selector valve to override the upper controls.

LEVELING CONTROL AT LOWER CONTROLS - The platform leveling system can be activated from the lower controls to adjust platform leveling, tilt the platform for clean out, or to ease the removal of an injured operator.

LUBRICATION - Non-lube bearings are used at all points of motion. The rotation bearing is the only component that requires periodic lubrication.

HYDRAULIC SYSTEM - The open-center hydraulic system operates at 5 gpm (18.9 lpm) at 2250 psi (158 kg/cm²). The pump draws oil through a 100-mesh suction screen. A 10-micron return line filter with bypass valve is included. Fluid level gages are furnished for checking fluid level.

HOSES AND FITTINGS - The hoses routed through the booms are high pressure and non-conductive with swaged hose end fittings. Nylon sleeves are installed over hoses at points of movement. Reusable fittings can be installed if a hose is damaged.

BACKUP PUMP - An auxiliary hydraulic pump designed to bring the booms down in case the main hydraulic source fails. This system consists of a hydraulic pump driven by a 12V DC motor, which is powered by the truck engine battery. The system is connected in parallel with the main pump and is designed for non-continuous operation. An air cylinder at the platform and a toggle switch at the pedestal energize this system. When used with continuous rotation, an additional pass in the collector assembly is usually required.

ENGINE START/STOP AND MASTER CONTROL - The start/stop circuit has been designed so that the lift cannot be operated unless the truck ignition key is in the “run” position and the master switch is “on.” This feature makes it difficult for unauthorized individuals to operate the lift when the truck is locked. An air cylinder at the platform and a toggle switch at the turret are provided to actuate the engine start/stop control.

PAINT - The complete unit is primed and painted prior to assembly. The standard color is white urethane.

ELECTRICAL INSULATION SPECIFICATIONS - The outer/inner boom assembly is tested and certified for electrical work at 46 KV and below in accordance with ANSI A92.2 requirements. The outer/inner boom assembly is fully insulated even in a retracted position.

CHASSIS INSULATION SYSTEM (Lower Boom Insert) – The fiberglass insert provides an insulation gap of 12 in. (305 mm). The insert is mounted on the steel boom sections, and then adhesive is pumped in under pressure to fill all voids. After curing, 16 bolts are added to assure maximum strength. A fiberglass section in the compensation link maintains the 12 in. insulation gap in all boom positions. A stainless steel stud is provided at each end of the insert to shunt the system during electrical testing. The insert is tested per ANSI A92.2.

SLOPE INDICATORS - Slope indicators are required on Versalift units and supplied by Time Manufacturing Co. Slope indicators shall be installed to indicate the level of the rotation bearing relative to the ground.

MANUALS - Two (2) Operator's Manuals, two (2) Service Manuals, one (1) Manual of Responsibilities, and one (1) EMI Safety Manual are included with each aerial lift.

CHASSIS SPECIFICATIONS

Minimum Chassis Requirements:

- Clean Cab to Axle Dimension (tops, sides and bottoms) 60 in. (1.52 m)
- Frame Section Modulus 9.25 in³ (152 cm³)
- Frame Resisting Bending Moment..... 333,000 in-lbs. (37,600 N-m)
- GVWR 17,500 lbs. (7935 kg)
- Front GAWR..... 6,000 lbs. (2722 kg)
- Rear GAWR 13,500 lbs. (6124 kg)
- Approximate Curb Weight for Stability 13,100 lbs. (5942 kg)
- PTO Provision
- Rear Fuel Tank Only
- 2024 Chevy 5500 4x4
- Diesel Engine
- Dash Mounted PTO and Upfitter Switches
- Factory Back-up Camera

BODY SPECIFICATIONS

Brand FX Bodies 132" long x 42" high x 94" wide service body including the following:

- 30 inch aluminum tread plate platform extension
- BFX LED lighting package installed in tail shelf.
- Cable access step at rear and side access.
- Two (2) stainless steel grab handles at side access and two (2) aluminum grab rails at rear tail shelf.
- Wheel chock storage and outrigger pad holders.
- Push/pull rod lock system
 - **42" High Street side compartments as follows**
 - 1st Vertical: Two (2) adjustable shelves with dividers
 - 2nd Vertical: Two (2) adjustable shelves with dividers
 - Horizontal: One (1) removable shelf with dividers
 - Rear Vertical: Two (2) adjustable shelves with dividers
 - Hot stick shelf with rear access door.
 - **42" High Curbside compartments as follows**
 - 1st Vertical: Two (2) adjustable shelves with dividers and cutout for outrigger
 - 2nd Vertical: Grip strut access steps to bed area with removable plastic tail board.
 - Horizontal: One (1) adjustable shelf with dividers
 - Rear Vertical: Five (5) fixed material hooks 1-3-1

INSTALLATION DETAILS

- Furnish and install mounting hardware, PTO, and pump
- Install VERSALIFT SST-40-EIH
- Furnish and install hydraulic diagnostic test ports
- Furnish and install body and accessories
- Furnish and install park brake interlock
- Furnish and install slope indicators
- Furnish and install backup alarm
- Furnish and install ballast as needed
- Furnish and install a 4-corner LED strobe system
- Furnish and install an ICC bumper
- Furnish and install a pintle plate with D-ring each side
- Furnish and install a combination pintle hook with 2" ball
- Furnish and install a 7 prong RV style trailer receptacle
- Furnish and install rear underframe torsion bars
- Furnish and install a rubber bumper for the drop down hotstick door
- Furnish and install a protective eyebrow for the factory chassis back-up camera eye at the rear
- Furnish and install mud flaps
- Furnish and install travel height decal in the cab
- Furnish a fire extinguisher and a 3-piece triangle reflector kit
- Furnish two (2) rubber wheel chocks
- Test ride completed unit for 1 hour
- Test and Certify per ANSI A92.2

PRICE SUMMARY

Aerial:	\$ 59,015.00
Installation:	\$ 24,713.00
Body:	\$ 21,668.00
Chassis: 2024 Chevy 5500 4x4	\$ 70,453.00
SUBTOTAL:	\$ 175,849.00
NET PRICE FOB WACO, TX:	\$ 175,849.00
<i>Freight to Winter Park Estimate \$2700.00</i>	

NOTES

1. Your Terms This Order: Payment Due prior to delivery.
2. Days to Delivery: 60 days
3. This Quotation Valid For: 30 Days
4. This quotation does not include any applicable sales tax, title, license or state inspection.
5. If Versalift Southwest is not supplying the chassis; it is the customer's responsibility to deliver the chassis to our facility in Waco, Texas.
6. Customer supplied chassis specification must accompany purchase order along with the contact information of the supplying chassis dealer. If the chassis specification does not meet minimum requirements for the application additional charges may be incurred to meet those requirements. This is necessary to order the correct mounting hardware to accommodate the particular chassis to be used.
7. Steel surcharges and/or additional fees may be incurred at any time due to market volatility. Customer will be notified when cost changes occur, and actual pricing will be noted in detail on final invoice.

Thank you for considering All Around Mfg., LLC to meet your utility equipment needs. We look forward to earning your business.

Sincerely,

David Key
All Around Mfg., LLC
(979)255-0471
david@allaroundmfgtx.com

Signature: _____ Date: _____

P.O. #: _____ Quantity: _____ Options: _____

Please sign and date this quote if you would like to purchase this unit as stated in the quotation listed above.



MEMO

TO Town Council
FROM Dani Jardee, Town Clerk
CC
DATE January 07, 2025
RE Resolutions 2197 & 2198

Resolutions 2197 and 2198 are basic housekeeping items that must be done at the first meeting of the new year. Resolution 2197 sets the Council meeting dates and meeting and workshop times for the year 2025. The dates and times have not changed, they will stay the same as 2024. Resolution 2198 designates the website www.wpgov.com as our official posting place for agendas, etc. and designates the glass bulletin board outside of Town Hall as a backup posting place in case of technical difficulties.

TOWN OF WINTER PARK

RESOLUTION NO. 2197
SERIES OF 2025

A RESOLUTION APPROVING TOWN COUNCIL REGULAR MEETING AND TOWN
COUNCIL WORKSHOP TIMES FOR 2025

WHEREAS, Town Council wishes to set the time of Town Council Regular Meetings and Workshops for the upcoming 2025 calendar year; and

WHEREAS, the Town Council Regular Meeting and Workshop dates will not change. Regular meetings and workshops will be held on the first and third Tuesday of the month; and

WHEREAS, the times of the Regular Meetings will be held at 5:30 p.m. on the first and third Tuesdays of the month, and Workshops will be held at 3:00 p.m. on the first and third Tuesdays of the month.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WINTER PARK, COLORADO, hereby approves the Town Council Regular Meeting and Town Council Workshop Times for 2025. Town Council Regular Meetings will be held at 5:30 p.m. on the first and third Tuesday of the month, and Town Council Workshops will be held at 3:00 p.m. on the first and third Tuesdays of the month.

PASSED, ADOPTED AND APPROVED this 7th day of January, 2025.

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk

TOWN OF WINTER PARK

RESOLUTION NO. 2198
SERIES OF 2025

A RESOLUTION ESTABLISHING PUBLIC PLACES FOR THE POSTING OF
MEETING NOTICES AS REQUIRED BY THE COLORADO OPEN
MEETINGS LAW

WHEREAS, pursuant to the Colorado Open Meetings Law, C.R.S. § 24-6-401, *et seq.*, and specifically C.R.S. § 24-6-402(2)(c), the Town Council must, at its first regular meeting of each year, designate a public place in the Town where meeting notices will be posted.

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

Section 1. The designated public places for the posting of meeting notices of the Town Council, Planning Commission, Board of Adjustment, Local Liquor Licensing Authority, Local Licensing Authority, Transit Advisory Committee, and Board of Appeals, as required by the Colorado Open Meetings Law, C.R.S. § 24-6-402(2)(c), shall be as follows:

- A. Town of Winter Park official website at www.wpgov.com; and
- B. If unable to post a notice online the designated posting place will be the glass display case near the front door of the Town Hall, located at 50 Vasquez Road, Suite B, Winter Park, Colorado, per C.R.S. § 24-6-402(2)(c)(III).

Section 2. The Town Clerk shall be responsible for posting the required notices no later than 24 hours prior to each meeting, and all meeting notices shall include specific agenda information, where possible.

Section 3. The Town Clerk has provided the official website address to the State Department of Local Affairs and is included in the Department's inventory.

PASSED, ADOPTED AND APPROVED this 7th day of January, 2025.

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk



MEMO

TO Town Council
FROM Dani Jardee, Town Clerk
CC
DATE January 07, 2025
RE Resolution 2199

Slate Communications continues to work and collaborate with Town Staff and Council on communication efforts for the Town. Slate presented to Council their 2025 proposal and scope of work at the October 22, 2024, Council Workshop. Slate recapped what they accomplished in 2024 and highlighted what is new for 2025. In 2024, Slate worked in partnership with Local Social to help create and produce social media content for the Town. Slate created a landing page on the Town's website to keep people informed on the Imagine Winter Park Unlocked project and the formation of a URA (Urban Renewal Authority). Slate also continued with community engagement efforts such as the monthly e-newsletter, The Scoop, The Whole Scoop (digital publications), WP 101 election programming, State of the Town, annual report, website updates, etc. Slate's scope of work for 2025 consists of revising The Whole Scoop (digital publication), helping with the new climate action program, a police recruitment campaign, mini public engagement campaign, internal communications, and supporting special projects that are going on in Town. Slate's goals for 2025 are to showcase Winter Park as a leader in quality of life and in creating community, to educate and inform residents and guests, and to market the Town as an employer of choice. Staff looks forward to our continued collaborative efforts with the Slate Communications team and recommends approving their contract.

TOWN OF WINTER PARK

RESOLUTION NO. 2199
SERIES OF 2025

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH
SLATE COMMUNICATIONS FOR 2025

WHEREAS, Slate Communications submitted a proposal for 2025 to continue its communications efforts on behalf of the Town; and

WHEREAS, their proposal outlines a detailed scope of work, including internal and external communication support, showcasing Town as a leader in quality of life and creating community through its leadership and innovation, educating and informing with intentionality, marketing the Town as an employer of choice, and focusing on a police recruitment campaign; and

WHEREAS, the Town Council has reviewed the attached scope and fee proposal for 2025, and the professional services agreement.

NOW THEREFORE, BE IT RESOLVED THAT THE TOWN COUNCIL OF WINTER PARK, COLORADO, hereby approves the professional services agreement with Slate Communications to do the proposed scope of work in 2025.

PASSED, ADOPTED AND APPROVED this 7th day of January, 2025.

TOWN OF WINTER PARK

Nick Kutumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk

Slate Communications

Town of Winter Park
2025 Communications Strategy



Core Priorities



Character & Culture



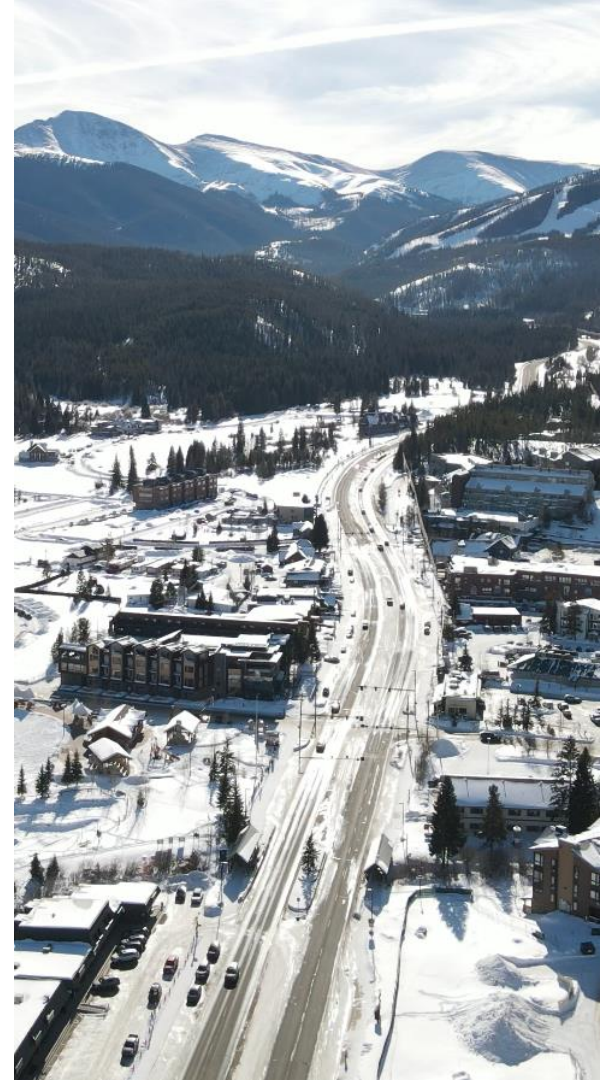
World-Class Recreation



Local & Global Connectivity

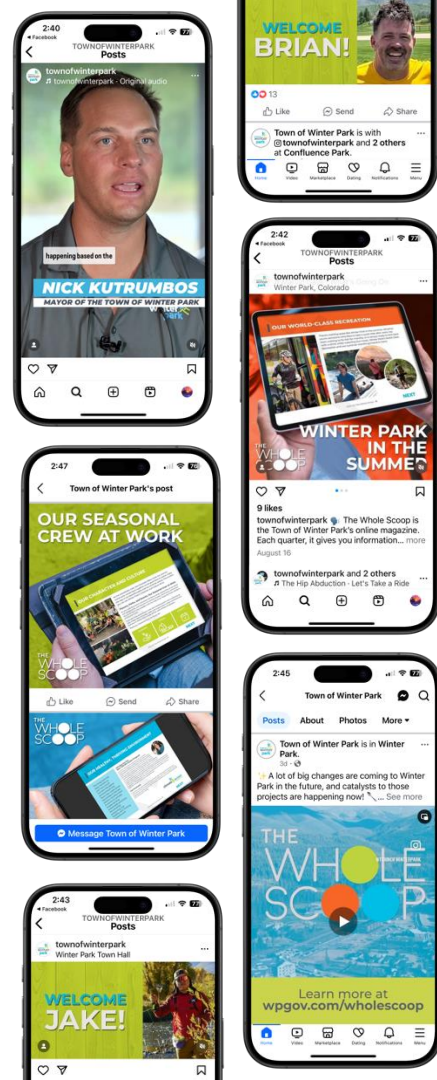


Healthy & Thriving
Environment



2024 Digital Recap: Local Social Partnership

- Weekly check-in meetings
- Local Social produces content, most photos/videos/reels, and manages engagement
- Slate provides project-specific graphics and long-form videos



2024 Digital Recap: By the Numbers*

YouTube

- 1,681 Video Views (16% increase)
- 38 Subscribers (65% increase)
- 6 Videos Published



E-Newsletters

Winter Park News

- 1,667 Subscribers
- 61% Average Open Rate
- 4.9% Average Click Rate
- 32 Emails Sent

Winter Park Home Scoop

- 1,071 Subscribers
- 49% Average Open Rate
- 3.4% Average Click Rate
- 9 Emails Sent

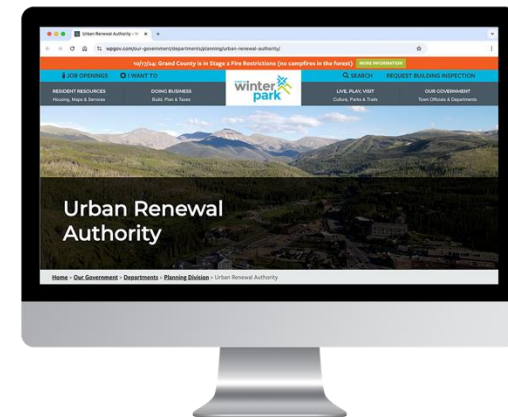
*Added a Climate Action
Program email list!*

**Data as of 10/16/24*

2024 Recap: Special Projects

Imagine Winter Park Unlocked

- Website landing page with resources, document links, and maps
- Frequently Asked Questions relating to URAs
- Educational video about URAs and TIF
- Q3 Whole Scoop – Imagine Winter Park Unlocked
- Articles, videos, and further information linked on social media and in newsletters



2024 Recap – Other Projects

- State of the Town video and event
- Annual report and budget brief
- WP 101
- Coordination with the Chamber, Resort, and other community partners
- Whole Scoop quarterly digital publication
- Internal communication evaluation
- Housing lottery communication
- Master plan survey promotion and public engagement
- Website updates and new page buildout
- Updated photo and video library, including all staff headshots
- Community event promotion

New for 2025

Revised Whole Scoop



- ADA compliant
- Quarterly, 5-minute video news format
- Monthly blogs

Climate Action Program

- Community engagement
- Storytelling



Police Recruitment Campaign



- Campaign creation and content creation
- Dedicated dollars for advertising

New for 2025

Mini Public Engagement Campaign



Internal Communications



Special Projects Support

- Imagine Winter Park Unlocked
- Construction work and Highway 40 repaving
- Parks, Open Space, Trails, and Campgrounds Master Plan



2025 Scope of Work

SHOWCASE LEADERSHIP & INNOVATION

 Imagine Winter Park Unlocked

 Community Storytelling

 Annual Report

 Budget Brief

 State of the Town

 Ongoing Communications & Graphic Design

EMPLOYER OF CHOICE

 Council Member & Staff Recruiting Efforts

 Asset Creation for Recruitment

 Employee Survey

 Police Recruitment Campaign

 Update Photo & Video Library

 Internal Vision

 Employee Onboarding Sessions


EDUCATE & INFORM

 Public Engagement Spectrum Training

 Video and podcast news updates

 Housing Communications Strategy

 Survey Promotion Opportunities

 Collaboration with Chamber of Commerce

 Collaboration with Winter Park Resort

 Climate Action Program

 Communications Strategy

TOTAL COST

\$77,250 [\$6,437.50/monthly]
Police Recruitment: \$10,000

QUESTIONS?



AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 7th day of January 2025 (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 Slate Communications, an independent contractor with a principal place of business at 4709 Overhill Dr., Fort Collins, Colorado 80526 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

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

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

I. SCOPE OF SERVICES

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

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

II. TERM AND TERMINATION

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

B. Either Party may terminate this Agreement upon 60 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 by Contractor of the ongoing communications duties described in the Scope of Services, the Town shall pay Contractor an amount not to exceed \$6,437.50 dollars monthly, \$77,250 dollars annually. In addition, for completion of the police recruitment campaign described in the Scope of Services, the Town shall pay Contractor an

additional amount of \$10,000. As such, the total not to exceed amount of this Agreement is \$87,250. This total not to exceed 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 on a monthly basis

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.

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 Ongoing Communications Duties

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

- Contractor shall provide website management
- Contractor shall continue creating communications to the community and guests via E-blasts, updated website information, digital publications, and monthly newsletter
- Contractor shall provide photography and video production
- Contractor shall provide support for special projects
- Contractor shall create designed reports and budget briefs
- Contractor shall promote Town events and programs, such as the Climate Action Program
- Contractor shall provide misc. graphic design, media relations, speaking points, and press releases
- Contractor shall provide communication reporting and measurement, and community engagement
- Contractor shall provide digital publications
- Contractor shall help coordinate and communicate with Staff, Community Stakeholders, and Social Media Contractor for social media content
- Contractor shall help administer internal communications strategies

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

- Show Winter Park as a leader in quality of life and creating community by showcasing leadership and innovation
- Educate and inform residents and guests with intentionality
- Marketing the Town as an employer of choice, locally and state-wide

Police Recruitment Campaign

For the police recruitment campaign, Contractor shall perform the following duties and deliver the following items during timeframes established by the Town:

- Create a campaign and content
- Use dedicated dollars to advertise campaign

MEMO

To: Town Council
From: James Shockey, Community Development Director
Date: January 7, 2025
Re: Contract Award – Town Engineering Services

Overview

The Town has contracted out engineering services since 2008 with JVA, Inc. (“JVA”) serving in that role for the Town. The contract with JVA is set to expire in 2025 which required staff to conduct a request for qualifications process for Town Engineering Services.

Analysis

Staff began a Request for Qualifications process last September and received a good response from area engineering firms. Seven firms submitted qualification data sheets and resumes in response to our request. A selection committee consisting of the Town Manager, Assistant Town Manager, Community Development Director, Public Works Director, and Senior Planner reviewed the proposals and held interviews with four firms.

- Kimley-Horn and Associates, Inc.
- JVA, Inc.
- SGM Engineers
- Martin Martin

Following the interviews, the committee recommended Kimley-Horn and Associates, Inc., as the selected engineering firm. The firm has the necessary engineering services required by the Town in addition to significant expertise in structural engineering, transportation, environmental and landscape. They will also be able to assist the Town with future projects working with the Colorado Department of Transportation and the Federal Transit Administration.

The Professional Services Agreement, if approved, would be annual services for up to five years with two one-year extensions available. It would also lock the rates for the duration of the agreement with a maximum 5% increase each year.

Staff Recommendation:

Staff recommends Town Council approve Resolution 2200, Series 2025, Approving a Professional Services Contract with Kimley-Horn and Associates, Inc.

TOWN OF WINTER PARK

RESOLUTION NO. 2200
SERIES OF 2025

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WINTER PARK
APPROVING A CONTRACT WITH KIMLEY-HORN AND ASSOCIATES, INC., TO
PERFORM THE PROFESSIONAL SERVICES OF TOWN ENGINEER

WHEREAS, the Town desires to obtain engineering services on an as-needed and project specific basis from a licensed, professional engineer;

WHEREAS, Town staff considered qualified and interested applicants in the fall of 2024 and interviewed four selected firms to provide said services;

WHEREAS, Town staff has determined that Kimley-Horn and Associates, Inc., has the requisite expertise and experience to provide such services; and

WHEREAS, the Town Council has reviewed the agreement for services attached hereto.

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 Kimley-Horn and Associates, Inc., in substantially the form attached hereto.

PASSED, ADOPTED AND APPROVED this ___ day of January, 2025.

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 7th day of January, 2025 (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 KIMLEY-HORN AND ASSOCIATES, INC., an independent contractor doing business at 310 Market Street, Suite 116, Basalt, Colorado 81621 ("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 in 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 term of this Agreement shall begin on the Effective Date and shall end 12 months later; provided, however, subject to the Town's annual appropriation of funds, this Agreement shall automatically renew for four subsequent 12-month terms, for an initial anticipated term of five years. Thereafter, unless terminated sooner, this Agreement will renew for up to two additional 12-month terms, each subject to the Town's annual appropriation of funds.

B. Either Party may terminate this Agreement or any subsequent renewal 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 services required by the Scope of Services by Contractor, the Town shall pay Contractor on a time a materials basis as set out in Exhibit B, attached hereto and incorporated herein, in an amount not to exceed \$120,000.00 (the "Maximum Amount"). Exhibit B's time and material rates and this Agreement's Maximum Amount will automatically increase by 5% for each new 12-month term. Any annual increase greater than 5% shall require a written amendment to this Agreement. 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 submit an invoice on a monthly basis for hours worked during the preceding month. The Town shall pay Contractor within 30 days of receipt of Contractor's invoice for Contractor's undisputed invoice amounts.

B. Notwithstanding the maximum amount specified in this Section, if the Town requires Contractor's 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 published laws, ordinances, rules and regulations in effect at the time the services are provided.

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 without prior written approval from the Town.

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; provided, however, any use, partial use, reuse or modification to Contractor's documentation and materials will be at the Town's sole risk and without liability to the 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 and employees 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, or its employees 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 negligent act, error or omission 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. Contractor's Limitation. During the term of this Agreement, because Contractor will be performing engineering services on behalf of the Town, Contractor is prohibited from accepting work to perform engineering services within the Town's boundaries for other clients without notifying the Town. The Parties agree this limitation is necessary to ensure Contractor's unbiased services to the Town and to limit situations in which Contractor, on behalf of the Town,

may be reviewing Contractor's own work. Contractor will work with the Town to ensure Contractor is not also performing engineering services on behalf of the Town on Contractor's work.

J. 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.

K. 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.

L. 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 on a time and materials basis according to the Exhibit B fee schedule:

- Public Works
 - Provide consulting and professional services including project planning, design, engineering, land surveying, construction phasing, and construction management for roadway projects, stormwater drainage improvements, parks maintenance programs, town buildings or other facilities owned by or under the jurisdiction of the Town and other town infrastructure.
 - Assist with the development of the Capital Improvements Plan for streets, stormwater, parks and facilities with yearly updates as directed by management.
 - Perform the annual street improvement/maintenance assessment in coordination with the Public Works Director or designee.
 - Assist in the implementation of the future 2025 Stormwater Master Plan that is currently being drafted
 - Prepare and review bid and construction documents for publication on platforms such as “bidnet direct” or other government / municipal bidding platforms. Assist with review of bids received for Town Capital Projects.
 - Hold pre-bid and pre-construction meetings for Town Capital Projects.
 - Update the 2012 Standards and Specifications for Design and Construction
 - Provide observation services for Right-of-Way Permits
 - Preparation of project budgeting and cost estimation for infrastructure project grant applications to State and Federal granting agencies.
 - Preparation of reports and studies pertaining to the FEMA floodplain located within the Town
 - Coordination with other engineering firms on specialty projects bid out separate from this contract.
 - Other municipal engineering services as required.

- Community Development
 - Construction related review for all planning projects in the Town's Unified Development Code including preliminary and final plats, minor and major site plans and final development plans.
 - Review all engineering drawings and plats for improvements and facilities under the jurisdictions of the town and prepared by private developers relating to the development of public and private improvements and make recommendations on engineering matters
 - Establish and/or review costs estimates of improvements proposed by private development.
 - Provide field observations, including review of the results of any necessary testing coordination during construction of such improvements by private developers and at the proper time, prepare punch lists of items to be completed, and manage notice of preliminary and final acceptance through the Development Improvements Agreement.
 - Provide routine construction observation services for all active developments including submittal of weekly observation reports and working directly with developers on identified issues. The Town presently has five major subdivisions actively installing horizontal infrastructure, with other smaller developments also in active construction. It is anticipated the Town will maintain this level of development in the foreseeable future.
 - Provide such necessary and related functions as are the normal practice of the Town in engineering review of private developments
 - Attend regularly scheduled development meetings with internal staff.

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:

- Projects, plans and deliverables as requested by the Town.

Limitations

- For any work requiring Contractor to make cost estimates, because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of Consultant's experience and shall represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its estimates or opinions of cost. If the Town wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's additional work required to bring costs within any limitation established by the Town, if any, will be paid for by the Town on a time a materials basis as set out in Exhibit B.

- For any work requiring Contractor to provide construction phase services, Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Town with a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents. The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Town agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Town and the Consultant for all claims and liability arising out of job site accidents; and that the Town and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

EXHIBIT B
2025 FEE SCHEDULE*
Time and Material Rates

* Time and material rates will automatically increase by 5% for each annual renewal



Compensation Schedule

The billing rates and reimbursable expenses for all key personnel from both Kimley-Horn and our subconsultants can be found below and on the following pages.

These rates are effective through December 31st, 2025.

KIMLEY-HORN 2025 RATES		
N4	Administrative Assistant	\$105
	Clerical/Administrative	\$130
D7	Designer I	\$195
D8	Designer II	\$225
P1	Analyst I	\$155
P2	Analyst II	\$165
P3	Analyst III	\$185
P4	Engineer/Professional	\$215
P5	Engineer/ Senior Professional I	\$245
P6	Engineer/ Senior Professional II	\$270
P7	Engineer/ Senior Professional III	\$285
P8	Engineer/ Senior Professional IV	\$305

MEMO

TO Mayor and City Council
FROM Keith Riesberg, Town Manager
CC
DATE December 30, 2024
RE Agreement with Chamber of Commerce for professional services

Background

The Town of Winter Park contracts with the Winter Park & Fraser Chamber of Commerce for professional services that include: Marketing and Promotion; Special Events Operations and Promotion; Visitor Center Operation; providing support to the Blues Festival; Community marketing through KFFR; and providing funding for special event planning and booking. These services benefit the Town of Winter Park by maximizing the Town's assets and benefiting the local economy. For the performance of these services, the Town contributes a total of \$1,502,962 to the Chamber with funding being designated for specific purposes. The Town has had a long-term relationship with the Chamber in providing these services. The agreement as presented is for the 2025 calendar year but does make available funding to secure acts for events in 2026 if needed.

Analysis

The proposed professional services contract establishes the following scope of work:

1. **Marketing and Promotion** – The Town will provide \$476,000 for the marketing of Winter Park in coordination with the Town and strategic partners (Colorado Tourism Office, Winter Park Resort, key developments, etc.). This scope shall include the retention of a tourism industry specific marketing agency to develop and deploy strategic campaigns both in market and external locations. This scope may include special campaigns requested by the Town in coordination with the Chamber. This category of funding was reduced from last year due to the completion of the Chamber's web site update being completed.
2. **Special Events Operations and Promotion** – The Town will provide \$724,462 for the marketing of Winter Park and to hold special events at the Rendezvous Event Center within Hideaway Park. The Chamber is responsible for production management, operations management, stage and backstage management, logistical direction, vendor management, permitting, artist relations, sponsorship activation, safety and

security, box office and ticketing services, event marketing, promotions and media placement. The previously established process for rating and evaluating events and promotions will guide decisions on events. This process creates the opportunity for third-party promoters to bring proposal forward for consideration. In addition to this, the Chamber will be responsible for the receipt of reservations and the programming of the Green Room located within the Rendezvous Event Center. The Chamber is required to present a report to the Town Council after the special event season.

3. Visitor Center Operation - \$120,000 is allocated for the operation of a Visitors Center located in the Winter Park Rendezvous Center (WPRC). Operation of the Visitor Center includes staffing during designated business hours; production of general information and marketing collateral; operation of phones, email, websites and social media channels. The operation of the Visitor Center function includes the programming of the electronic message sign located within Hideaway Park. Operation and maintenance of the sign shall be the Town's responsibility.
4. Blues festival: \$25,000 shall be provided for the production of Blues Fest by the Winter Park Blues Society.
5. Community marketing – KFFR - \$7,500 is allocated for the Chamber to enter into a contract with Fraser Valley Community Media, DBA KFFR, 88.3 FM. Expected deliverables for the contract include:
 - a. On-air messaging acknowledging the Town of Winter Park and Town initiatives at least three times per day to be coordinated with Slate Communications;
 - b. Placement on KFFR's website
 - c. A bi-monthly report of Town Council meetings and key actions taken;
 - d. Regular participation by the Mayor, Town Council members, Town Manager and other invitees as warranted to participate on KFFR's Public Affairs show;
 - e. Other terms as outlined in the contract between the Chamber and KFFR.

This category of funding was added in 2024 and will be continued for the coming year.

6. Special Event planning and booking - \$150,000 is allocated to enable the Chamber to secure with financial commitments acts to perform at signature events in calendar year 2026. Signature events may be done in partnership with other community stakeholders. Obligation of these funds require written communication with key Town members including the Mayor, Town Manager and Special Events Committee representative.

This category of funding was added in 20204 and is intended to give the Chamber access to funding to secure key acts to perform at the Town's defined signature events. Many of the acts require booking approximately one year in advance. The provision of the funding to secure these key acts is not intended to inflate the budget for the following fiscal year as that must still be reviewed and approved as part of the annual budget process.

The contract does allow the Chamber, if it is able to do so, to retain excess funds that may be received from the Special Events to use in future years. In the past the Town Council has requested the Chamber work to establish a contingency fund or reserve to offset occasional losses associated with the Special Events. The contract also contains language that allows the Chamber to request additional funding in the event the Chamber incurs substantial cost overruns/loss of revenues associated with the risk of producing a Special Event. The agreement requires the Town to formally consider the request within thirty days of receiving it. The contract also requires the Chamber to file an annual financial report with the Town by June 1 of each year.

Over the past two years the Chamber has secured more expensive talent for signature Town events (Solshine) that exceeded the funds that were originally budgeted. These overruns were managed through the timing of revenues received from the Town but create an ongoing structural deficit that should be resolved through a one-time reconciliation of funds from the Town to the Chamber. We anticipate addressing this reconciliation in 2025 after the 2024 financial review is completed by the Chamber.

The agreement also requires the Town to continue staffing a Parks Crew that will work in coordination and support of the Chamber staff. The adopted budget anticipates the Town will continue doing this for the upcoming event season.

Recommendation

Staff recommends approval of Resolution 2201 approving the contract with the Winter Park & Fraser Chamber of Commerce for an amount not to exceed \$1,502,962. Should the Town Council wish to authorize this contract, the following motion should be made:

I move to approve Resolution 2201 approving the contract with Winter Park & Fraser Chamber of Commerce as presented.

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



I move to deny Resolution 2201 approving the contract with the Winter Park & Fraser Chamber of Commerce.

In the event the contract is not approved, a different means of marketing the Town and operating events throughout the community would be required. This would dramatically impact the plans currently being put into place for the upcoming special event season.

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

TOWN OF WINTER PARK

RESOLUTION NO. 2201
SERIES OF 2025

A RESOLUTION APPROVING A CONTRACT WITH THE WINTER PARK &
FRASER CHAMBER OF COMMERCE

WHEREAS, to maintain the economic vitality of the Town and maximize the management of the Town's assets, the Town wishes to contract with the Winter Park & Fraser Chamber of Commerce (Chamber) to provide community marketing, special event operation and promotion, and visitor center operation services;

WHEREAS, the Town has for many years effectively contracted with the Chamber to provide community marketing, special event promotion and visitor center operation services; and

WHEREAS, the Chamber has the requisite expertise and experience to perform the required services and the Town deems it to be in the best interest of the citizens and taxpayers to have the Chamber perform community marketing, special event operations and promotion, and visitor center operation services.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Winter Park, Colorado hereby approves the contract with the Winter Park & Fraser Chamber of Commerce for the provision of professional services as outlined in the scope of services for a cost not to exceed \$1,502,962 and authorizes the Town Manager to execute the contract.

PASSED, ADOPTED AND APPROVED this 7th day of January, 2025.

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2025 (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 Winter Park & Fraser Chamber of Commerce (the "Chamber"), a Colorado non-profit corporation a principal address of P.O. Box 3236, Winter Park, Colorado 80482 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, to maintain the economic vitality of the Town and maximize the management of the Town's assets, the Town wishes to contract with the Chamber to provide community marketing, special event operation and promotion, and visitor center operation services;

WHEREAS, the Town has for many years effectively contracted with the Chamber to provide community marketing, special event promotion and visitor center operation services; and

WHEREAS, the Chamber has the requisite expertise and experience to perform the required services and the Town deems it to be in the best interest of the citizens and taxpayers to have the Chamber perform community marketing, special event operations and promotion, and visitor center operation 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. The Town shall continue to provide Parks staff to coordinate with Chamber staff for the maintenance of the Hideaway Park venue and during various other events.

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

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services outlined for calendar year 2025, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 60 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 \$1,502,962. 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 on quarterly basis upon the submittal of written invoices.

B. If Contractor completes the Scope of Services for less than the maximum amount specified above, the remaining funds shall be retained by Contractor to offset future expenses associated with the provision of these services in future years. If the Contractor incurs substantial cost overruns/loss of revenues associated with the risk of producing an event within the approved Scope of Services, the Contractor may request additional funding from the Town to offset the cost overruns/loss of revenues. The Town agrees to formally consider the request within thirty days of receiving it.

C. The Chamber shall establish a budget for the Scope of Services and show the Town's contributions under this Agreement as a revenue source and the applicable expenditures allocated to the Services. Upon the reasonable request of the Town, but no more frequently than quarterly, the Chamber shall report on the current status of the budget and Work Plan of the Services. By June 1 of each year, the Chamber shall provide a copy of its annual review report of the Chamber's finances to the Winter Park Town Manager.

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 shall be responsible for any subcontractors employed 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.

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

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:

- Marketing and Promotion – The Town will provide \$476,000 for the marketing of Winter Park in coordination with the Town and strategic partners (Colorado Tourism Office, Winter Park Resort, key developments, etc.). This scope shall include the retention of a tourism industry specific marketing agency to develop and deploy strategic campaigns both in market and external locations. This scope may include special campaigns requested by the Town in coordination with the Chamber.
- Special Events Operations and Promotion – The Town will provide \$724,462 for the marketing of Winter Park and to hold special events at the Rendezvous Event Center within Hideaway Park. The Chamber is responsible for production management, operations management, stage and backstage management, logistical direction, vendor management, permitting, artist relations, sponsorship activation, safety and security, box office and ticketing services, event marketing, promotions and media placement. The previously established process for rating and evaluating events and promotions will guide decisions on events. This process creates the opportunity for third-party promoters to bring proposal forward for consideration. In addition to this, the Chamber will be responsible for the receipt of reservations and the programming of the Green Room located within the Rendezvous Event Center. The Chamber is required to present a report to the Town Council after the special event season.
- Visitor Center Operation - \$120,000 is allocated for the operation of a Visitors Center located in the Winter Park Rendezvous Center (WPRC). Operation of the Visitor Center includes staffing during designated business hours; production of general information and marketing collateral; operation of phones, email, websites and social media channels. The operation of the Visitor Center function includes the programming of the electronic message sign located within Hideaway Park. Operation and maintenance of the sign shall be the Town's responsibility.
- Blues festival: \$25,000 shall be provided for the production of Blues Fest by the Winter Park Blues Society.
- Community marketing – KFFR - \$7,500 is allocated for the Chamber to enter into a contract with Fraser Valley Community Media, DBA KFFR, 88.3 FM. Expected deliverables for the contract include:

- On-air messaging acknowledging the Town of Winter Park and Town initiatives at least three times per day to be coordinated with Slate Communications;
 - Placement on KFFR's website
 - A bi-monthly report of Town Council meetings and key actions taken;
 - Regular participation by the Mayor, Town Council members, Town Manager and other invitees as warranted to participate on KFFR's Public Affairs show;
 - Other terms as outlined in the contract between the Chamber and KFFR.
- Special Event planning and booking - \$150,000 is allocated to enable the Chamber to secure with financial commitments acts to perform at signature events in calendar year 2026. Signature events may be done in partnership with other community stakeholders. Obligation of these funds require written communication with key Town members including the Mayor, Town Manager and Special Events Committee representative.

MEMO

TO Town Council
FROM Charles McCarthy, Transit Manager
CC Town Manager Keith Riesberg
DATE January 7th, 2025
RE Authorization of Transit Grants

Background:

As identified in Resolution 1814, it is a priority for the Town to electrify the fleet of its public transit system, The Lift. To lay the groundwork and provide a guide to accomplish this goal, Town Staff created the “Town of Winter Park Zero-Emissions Vehicle Transition Plan” in 2021. This plan provides the strategic framework to begin the transition from diesel to electric fleet buses as well as fueling infrastructure strategies and deployment of vehicles.

Town Staff applied to the CDOT Clean Transit Enterprise and Volkswagen Settlement program grants in May, 2024. In August 2024, Town Staff was notified of a CTE grant award in the amount of \$966,420 and Settlement grant award in the amount of \$1,518,660. Neither award has local match requirements from the Town.

Analysis:

The Town of Winter Park’s new Transit Facility was designed specifically for the storage and maintenance of a fully electric fleet. These grants will assist in accomplishing the goals set forth by Council to electrify the fleet.

The details of the cost associated with this purchase are as follows: Of the total cost (\$2,681,600) the majority (\$2,485,080) is covered by the CTE and VW Settlement grants with the Town being responsible for the balance of \$196,520 which has been identified in the 2025 Transit Budget. The resolution authorizes both the acceptance of the grant funds as well as the purchase of the electric buses.

Recommendation:

Staff recommends approval of Resolution 2202 authorizing the acceptance of CDOT's Clean Transit Enterprise and Volkswagen Settlement funding programs and authorizing the purchase of two electric buses from Gillig.

Should the Town Council wish to approve Resolution 2202, the following motion should be made:

I move to approve Resolution 2202 authorizing the acceptance of CDOT's Clean Transit Enterprise and Volkswagen Settlement funding program grants and authorizing the purchase of two electric buses from Gillig.

Should the Town Council wish to deny Resolution 2202, the following motion should be made:

I move to deny Resolution 2202 authorizing the acceptance of CDOT's Clean Transit Enterprise and Volkswagen Settlement funding program grants and authorizing the purchase of two electric buses from Gillig.

Should you have any questions or need additional information regarding this matter, please contact me at CMcCarthy@wpgov.com.

TOWN OF WINTER PARK

RESOLUTION NO. 2202
SERIES OF 2025

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) FUNDING THROUGH THE CLEAN TRANSIT ENTERPRISE (CTE) PROGRAM AND THE VOLKSWAGEN SETTLEMENT PROGRAM AND AUTHORIZING THE PURCHASE OF TWO ELECTRIC BUSES

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

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

WHEREAS, the Town has a Zero-Emission Vehicle Transition Plan adopted by Town Council through Resolution 1814 at their October 6th, 2020, meeting, that outlines the replacement of the transit fleet from diesel fueled vehicles to electric vehicles;

WHEREAS, Town staff has identified two electric buses for purchase from Gillig; and is utilizing the Washington State Transit Agreement in cooperation with the Colorado Department of Transportation to purchase said vehicles;

WHEREAS; the Town was awarded grants through Colorado Department of Transportation's Clean Transit Enterprise program in the amount of \$966,420 and the Volkswagen Settlement Program in the amount of \$1,518,660 for the procurement of two electric buses. These grant programs have no match requirement for the Town.

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

Section 1. The Town Council approves the acceptance of CDOT and Volkswagen Settlement funding and authorizes the Town Manager to execute the corresponding Grant contracts.

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

APPROVED AND PASSED this 7th day of January, 2025 by a vote of _____ to _____.

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk