

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, April 15, 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 April 1, 2025, Regular Meeting Minutes
  - b. Resolution 2224, A Resolution Approving the Order and Purchase of a 2025 Caterpillar All Wheel Drive Motor Grader for the Public Works Department
  
4. Action Items
  - a. (Continued from April 1 Meeting) Resolution 2218, A Resolution Approving Lease for Denver Water Property
  - b. Resolution 2225, A Resolution Approving a Professional Services Agreement with Local Social for the Town's Social Media Accounts
  - c. Ordinance 633, An Ordinance of the Town Council of the Town of Winter Park Amending the Winter Park Town Code Regarding the Operation of Short-Term Rentals and Prosecution of Violations in the Town, First Reading
  - d. Resolution 2226, A Resolution of the Town Council of the Town of Winter Park Accepting the Award of Grant Funding for EIAF-25-033-CRC Winter Park Climate Action Plan
  - e. Resolution 2227, A Resolution of the Town Council of the Town of Winter Park Accepting the Award of Grant Funding for EIAF-25-090-CRC Winter Park Public Works Facility Microgrid



- f. Resolution 2228, A Resolution of the Town Council of the Town of Winter Park Accepting the Award of Grant Funding From the Geothermal Energy Grant Program for a Thermal Energy Network Project
5. Town Manager's Report
6. Mayor's Report
7. Town Council Items for Discussion

**You are invited to a Zoom webinar.**

**When: April 15, 2025, 05:30 PM Mountain Time (US and Canada)**

**Topic: Town of Winter Park Meeting**

**Register in advance for this webinar:**

**<https://us02web.zoom.us/j/8125462025>**

## MINUTES

- DATE:** Tuesday, April 1, 2025
- MEETING:** Winter Park Town Council
- PLACE:** Town Hall Council Chambers and Zoom Meeting Call
- PRESENT:** Mayor Nick Kutrumbos, Mayor Pro Tem Jennifer Hughes, Councilors, Jeremy Henn, Michael Periolat, Rebecca Kaufman, Riley McDonough, and Art Ferrari, and Town Manager Keith Riesberg, Assistant Town Manager Alisha Janes, Town Attorney Hilary Graham via Zoom, and Town Clerk Danielle Jardee
- OTHERS PRESENT:** Chief of Police Glen Trainor, Community Development Director James Shockey, Senior Planner Brian Kelley, Transit Manager Charles McCarthy, Public Works Director Jamie Wolter, Finance Director Craig Rutherford, and Sustainable Community Coordinator Mia Dorris
- 

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

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

2. **Town Hall Meeting**

*No public comment was given.*

3. **Consent Agenda**

3.a. **Approval of March 11, 2025, Special Meeting Minutes**

3.b. **Approval of March 18, 2025, Regular Meeting Minutes**

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

4. **Action Items**

4.a. **Public Hearing (Continued from March 18 Meeting), Resolution 2214, A Resolution of the Town Council of the Town of Winter Park Approving the Preliminary Plat for Rendezvous Filing No. 2**

Senior Planner Brian Kelly stated this is a continuation from the last Council meeting, the reason for continuance is because the notice to the public was not entirely complete so we were providing extra time for the public. Mr. Kelly stated there has been one correction to transit, there is one Lift transit stop half a mile away, there are no other transit stops proposed at this time. Mr. Kelly stated the applicant has submitted everything that was required on time and all materials comply with the UDC (Unified Development Code). Mr. Kelly stated Staff recommends approval with conditions. Mr. Kelly stated Planning Commission reviewed the

preliminary plat on March 11 and March 25 and recommended approval. Mayor Kutrumbos opened the public hearing, hearing no comments. Mayor Kutrumbos closed the public hearing.

Mayor Pro Tem Jennifer Hughes moved and Councilor Michael Periolat second the motion approving Resolution 2214, A Resolution of the Town Council of the Town of Winter Park Approving the Preliminary Plat for Rendezvous Filing No. 2. Motion carried: 7-0.

**4.b. Resolution 2218, A Resolution Approving Lease for Denver Water Property**

Town Manager Keith Riesberg stated this resolution was for the approval of the renewal of the lease agreement that the Town has with Denver Water for property located at end of Vasquez Rd. Mr. Riesberg stated there was some internal miscommunication and this item is not ready to be presented today. Mr. Riesberg stated Staff are requesting to continue this item to the April 15 Council meeting.

Councilor Rebecca Kaufman moved and Councilor Jeremy Henn seconded the motion continuing Resolution 2218, A Resolution Approving Lease for Denver Water Property. Motion carried: 7-0.

**4.c. Resolution 2219, A Resolution Approving the Award of a Contract with New West Paving for the Annual Streets Asphalt Rehabilitation Capital Improvement Project**

Public Works Director Jamie Wolter stated we put the annual streets asphalt rehab project out to bid, we received more bids than in recent history. Mr. Wolter stated ultimately, we chose New West Paving, their bid was \$326,043 dollars. Mr. Wolter stated he has worked with New West in his previous employment and thinks highly of the quality of the work and timeliness for the value.

Councilor Rebecca Kaufman moved and Councilor Art Ferrari seconded the motion approving Resolution 2219, A Resolution Approving the Award of a Contract with New West Paving for the Annual Streets Asphalt Rehabilitation Capital Improvement Project. Motion carried: 7-0.

**4.d. Resolution 2220, A Resolution Approving the Award of a Contract with New West Paving for the Fraser River Trail Repaving Capital Improvement Project**

Public Works Director Jamie Wolter stated we put this project out to bid in December and we received no bids, the second time we put it out in February, along with some courtesy emails to local companies, we received two bids. Mr. Wolter stated he met with New West Paving onsite and they believe the estimated cost of the project given by Engineers, JVA, far exceeded what is needed. Mr. Wolter stated New West came in with a bid for just under \$250,000 dollars. Mr. Wolter stated Town did receive an OLRT (Open Lands Rivers Trails) grant for this project for \$250,000 dollars which is more than the cost of the project. Mr. Wolter stated he did speak with the OLRT Advisory Committee and they will adjust the award amount to 38.5% of the actual cost of the project, which was the award based on the original budget from Engineers, JVA, for the project. Mr. Wolter stated the project is coming in way under budget and Staff recommend approval.

Councilor Art Ferrari moved and Mayor Pro Tem Jennifer Hughes seconded the motion approving Resolution 2220, A Resolution Approving the Award of a Contract with New West Paving for the Fraser River Trail Repaving Capital Improvement Project. Motion carried: 7-0.

**4.e. Resolution 2221, A Resolution of the Town Council of the Town of Winter Park Approving the 2023 Community Greenhouse Gas Inventory Report and Adopting Science-Based Targets for Reduction of Communitywide Greenhouse Gas Emissions**

Sustainable Community Coordinator Mia Dorris stated Lotus Engineering and Sustainability presented the results of the greenhouse gas inventory to you all. Ms. Dorris stated we have finalized that report document and are hoping to make it an official document tonight as well as adopt the science-based targets in the report. Ms. Dorris stated the science-based targets would involve a 60% reduction of Town produced greenhouse gas emissions by 2030 from 2023 levels and net zero by 2050. Ms. Dorris stated many other mountain communities have set similar science-based targets. Ms. Dorris stated Staff recommend approval of this resolution.

Councilor Art Ferrari moved and Councilor Riley McDonough seconded the motion approving Resolution 2221, A Resolution of the Town Council of the Town of Winter Park Approving the 2023 Community Greenhouse Gas Inventory Report and Adopting Science-Based Targets for Reduction of Communitywide Greenhouse Gas Emissions. Motion carried: 7-0.

Ms. Dorris stated a reminder to Council, our climate action kickoff event is on Saturday, April 5 at 5:30 p.m. at Hideaway Park Brewery we will be showing the movie, "Spirit of the Peaks" and local native athlete Connor Ryan will be speaking.

**4.f. Resolution 2222, A Resolution Approving Award for Transit Service Operations Contract**

Transit Manager Charles McCarthy stated this resolution awards Transdev the new contract for transit service operations for the Lift's Town of Winter Park transit service. Mr. McCarthy stated the contract would be for three years with an optional, additional three years. Mr. McCarthy stated we put out an RFP (Request for Proposal) back in September and received six applications, interviewed three by committee, and ended up with Transdev as the best overall provider. Transdev Senior Vice President Ron Bushman stated this has been a great partnership, we have made some real improvements. Mr. Bushman stated it has been the smoothest year that we have experienced in a long time and credits that to Transdev's General Manager Salvador Pozos and the local Transdev team. Councilor Michael Periolat asked about staffing, how many are local and how many are from out of Town. Mr. Pozos stated right now ten percent of drivers are local and he is hoping to have it be one hundred percent by next winter.

Mayor Pro Tem Jennifer Hughes moved and Councilor Michael Periolat seconded the motion approving Resolution 2222, A Resolution Approving Award for Transit Service Operations Contract. Motion carried: 7-0.

**4.g. Resolution 2223, A Resolution of the Town Council of the Town of Winter Park Approving a Professional Services Agreement with Design Workshop for Preparation of Downtown Design Guidelines**

Community Development Director James Shockey stated last fall Council held a workshop to discuss the downtown development and directed Staff to work on a proposal that would help create and enhance design guidelines as well as more of a form-based code for the downtown. Mr. Shockey stated this will prioritize the building form and function as it relates to the street more than we do with the strict zoning code we currently have. Mr. Shockey stated Staff solicited proposals from design firms and selected Design Workshop, they have previously worked with the Town to do the Downtown master plan which has led to the streetscape and outlined wayfinding. Mr. Shockey stated the base proposal is \$78,000 dollars with optional tasks. Mr. Shockey stated Staff reviewed the optional tasks and would recommend adding task 3.2 which is a buildout analysis and 3D modeling for a total of \$93,825 dollars. Mr. Shockey stated

this is a six-to-eight-month process and would kick off in May. Mr. Shockey stated this project is in the 2025 fiscal year budget. Councilor Art Ferrari stated it will be nice to have modeling capabilities. Mr. Shockey stated the model once built will be turned over to the Town and can be added to.

Councilor Art Ferrari moved and Councilor Riley McDonough seconded the motion approving Resolution 2223, A Resolution of the Town Council of the Town of Winter Park Approving a Professional Services Agreement with Design Workshop for Preparation of Downtown Design Guidelines. Motion carried: 7-0.

**5. Town Manager's Report**

Town Manager Keith Riesberg stated Staff sent out the latest renditions of the Hideaway Park play structure concepts. Mr. Riesberg stated we would like Council feedback on the concept and if they are hitting the mark so we can keep the project moving forward. Mr. Riesberg stated a reminder about the State of the Town event on April 8 at Headwaters Center at 5:30 p.m.

**6. Mayor's Report**

Mayor Nick Kutrumbos stated he wanted to bring up one issue that residents have brought to his attention which is that we have a dog poop issue. Mayor Kutrumbos stated he looked it up in the Town Code and it is \$100 dollar fine maybe we need to raise those fines or maybe there is another approach. Town Manager Keith Riesberg stated Staff do end up cleaning up problem areas, one of the biggest challenges is enforcement, most effective way to communicate it, is to put messaging out via social media, etc. Mr. Riesberg stated we also should encourage peer pressure from others in the community, if you see something, call them out, we need responsible pet owners keeping the community looking the way we want. Public Works Director Jamie Wolter stated he will do some research and add some more trash receptacles and bag dispensers around town.

Mayor Pro Tem Jennifer Huges asked if there is a water main break on Arapahoe Rd. Mr. Wolter stated yes, and GCWS (Grand County Water and Sanitation) are struggling to find the break. Mr. Wolter stated Public Works Staff have been working with GCWS and our GIS mapping person, Jodi Flory, to try to locate the valves.

**7. Town Council Items for Discussion**

Councilor Rebecca Kaufman stated HB 1169 "YIGBY" (Yes, in God's Backyard) bill will likely get voted through. Councilor Kaufman stated she sent a letter to Senator Roberts stating her personal concerns with the bill. Councilor Kaufman stated CAST (Colorado Association of Ski Towns) are trying to decide if they should take a monitor position on the bill. Town Manager Keith Riesberg stated CML (Colorado Municipal League) are opposing the bill and pushing for amendments. Councilor Kaufman stated she encourages Council to take a look at the bill and if you feel inclined to send something to our senator, to do so.

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

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The next scheduled meeting of the Town Council will be Tuesday, April 15, 2025, at 5:30 p.m.

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Danielle Jardee, Town Clerk



## MEMO

**TO** Town Council  
**FROM** Jamie Wolter, Public Works Director  
**CC** Town Manager Keith Riesberg  
**DATE** April 15, 2025  
**RE** Wagner Equipment CAT Motor Grader – Order & Purchase

The Public Works Department has been using a 2001 CAT Motor Grader that needs to be replaced and was budgeted for in the 2025 Adopted Capital Equipment Replacement Schedule. Bids were requested from three different suppliers for an all-wheel drive Motor Grader. All suppliers provided Government approved quotes. Wagner Equipment provided the best bid for this piece of heavy equipment.

Wagner Equipment is offering \$46,000 credit for trade in of our current Motor Grader, with the Purchase price of \$394,034.80 after trade in, including delivery. This is a 2025 Caterpillar 140JOY – BR All Wheel Drive Motor Grader. Wagner is the only supplier willing to take our existing Motor Grader for trade in. This memo is to support a resolution approving the order and purchase of this new Caterpillar Motor Grader for the Public Works department. The approved budget for this heavy equipment is \$350,000.00.

The Town has worked with Wagner Equipment in the past. Wagner Equipment has government pricing that eliminates the requirement for multiple quotes, however due to the amount for purchase public works pursued quotes from all the companies that manufacture All-Wheel Drive Motor Graders. The Town owns several other pieces of heavy equipment and prefers Caterpillar over the others for mobile service, parts availability and compatibility of filters and fluids between different types of Caterpillar Equipment.

Town staff and the Fleet Mechanic recommend this purchase.

TOWN OF WINTER PARK

RESOLUTION NO. 2224  
SERIES OF 2025

A RESOLUTION APPROVING THE ORDER AND PURCHASE OF A 2025 CATERPILLAR  
ALL WHEEL DRIVE MOTOR GRADER FOR THE PUBLIC WORKS DEPARTMENT

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

WHEREAS, The 2025 Capital Improvement Budget funded the replacement at \$350,000.00 for a new Motor Grader; and

WHEREAS, The Wagner Equipment Company has government pricing and has been used for heavy equipment purchases in the past and accepted a trade in for the Public Works 2001 Caterpillar Motor Grader, and

WHEREAS, Town staff received three quotes for a new All-Wheel Drive Motor Grader. Wagner Equipment provided the best quote with \$46,000.00 in trade for the Public Works 2001 Caterpillar Motor Grader. The purchase price for the new Caterpillar 140JOY-BR All Wheel Drive Motor Grader after trade in credit is \$394,034.80

NOW THEREFORE, BE IT RESOLVED that the Town Council of Winter Park, Colorado hereby awards the bid to Wagner Equipment Company for the purchase of the 2025 Caterpillar All Wheel Drive, 140JOY-BR Motor Grader at a total cost of \$394,034.80.

APPROVED AND PASSED this 15<sup>th</sup> day of April, 2025 by a vote of \_\_\_\_\_ to \_\_\_\_\_.

TOWN OF WINTER PARK

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

ATTEST:

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





SALES AGREEMENT

DATE Mar 04, 2025
QUOTE# 285752

Aurora, Colorado, Albuquerque, New Mexico, El Paso, Texas

PURCHASER TOWN OF WINTER PARK
STREET ADDRESS PO BOX 3327
CITY/STATE WINTER PARK, CO COUNTY GRAND CO
POSTAL CODE 80482 PHONE NO. 970 726 8081
CUSTOMER CONTACT: EQUIPMENT STEVE KAUBER PHONE NO. 970 726 8081
PRODUCT SUPPORT STEVE KAUBER PHONE NO. 970 726 8081

Ownership Customer # 97087 Invoice Customer # 97087 Sales Tax Exemption # (if applicable) N/A Customer PO Number Ship Via Aurora

PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)
NET PAYMENT ON RECEIPT OF INVOICE [checked] NET ON DELIVERY [ ] FINANCIAL SERVICES [ ] CSC [ ] LEASE [ ]
CASH WITH ORDER \$0.00 BALANCE TO FINANCE 0.00 CONTRACT INTEREST RATE 0.00 NOTES:
PAYMENT PERIOD [ ] PAYMENT AMOUNT 0.00 NUMBER OF PAYMENTS 0 OPTIONAL BUY-OUT [ ]

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED
MAKE: CATERPILLAR MODEL: 140JOY-BR YEAR: 2025 NEW [checked] USED [ ]
STOCK NUMBER: TBA SERIAL NUMBER: TBA SMU: TBA
140 15A AWD MOTOR GRADER CAB, PLUS (INTERIOR) MOUNTING, WARNING LIGHT
GLOBAL ARRANGEMENT, LOW AMBIENT PRODUCT LINK, CELLULAR PLE743 LIGHTS, SERVICE, INTERNAL
BLADE, 14' X 27" X 1" JOYSTICK CONTROLS, BASIC SNOW ARRANGEMENT
TOP ADJUST DRAWBAR TANK, FUEL, STANDARD CAMERA, REAR VISION
HITCH, TOWING FAN, STANDARD, AWD MIRRORS, OUTSIDE HEATED 24V
COLD WEATHER PLUS PACKAGE AWD TIRES, 14.0R24 MX XSNO+ \* G2 MP GUARD, AXLE HOSE
ACCUMULATORS, BLADE LIFT GUARD GP, HITCH HEATER, ENGINE COOLANT, 120V
PRECLEANER, NON SY-KLONE ARTICULATION GUARD CIRCLE SAVER
CUTTING EDGE, 14' BLADE COOLANT, 50/50, -35C (-31F) LIFT GROUP, MANUAL 1.5" ANSI
END BITS, STANDARD FUEL ANTIFREEZE, -25C (-13F) LIFT GROUP, FRONT MOUNTING
ENGINE, TIER IV SERIALIZED TECHNICAL MEDIA KIT WING 144/60 BM MAN HGHT ADJ M
DRAIN, GRAVITY, ENGINE OIL DECALS, ENGLISH (U.S.) PLOW 144 HYD REV SNOW 1.5HPL
BASE + 4 (WM, WT-FLOAT, FL, RIP) MOUNT, SNOW WING, FRAME RDY LED LIGHTS, ROADING, HALOGEN
LIGHTS, BRAKE AND BACK-UP FRONT BLADE PACKAGE, ANSI CONTROL, AUTO ARTICULATION-DEMO
CAB, PLUS (STANDARD GLASS) LIGHTS, LED STROBE BEACON HEADLIGHTS, FRONT, HIGH, HALOGEN

TRADE-IN EQUIPMENT
MODEL: 140-H - CATERPILLAR(AA) YEAR: 2001 SN.: 22K05968
SELL PRICE \$439,034.80
PAYOUT TO: AMOUNT: PAID BY: Customer LESS GROSS TRADE ALLOWANCE (\$46,000.00)
MODEL: YEAR: SN.: SUBTOTAL \$393,034.80
PAYOUT TO: AMOUNT: PAID BY: MACHINE DELIVERY \$1,000.00
MODEL: YEAR: SN.: TOTAL \$394,034.80
PAYOUT TO: AMOUNT: PAID BY:
ALL TRADES-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

[checked] CATERPILLAR EQUIPMENT WARRANTY & COVERAGE INITIAL
The customer acknowledges that he has received a copy of the Wagner Equipment Co./Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.
Warranty applicable including expiration date where necessary:
12 Months Unlimited Hours, Parts and Labor (Travel Time included for the first 6 months)
140JOY(12)\_AWD-84 MO/5000 HR PREMIER
[ ] ALLIED WARRANTY & COVERAGE SIGNATURE
[ ] USED EQUIPMENT COVERAGE INITIAL
All used equipment is sold as is, with all faults. EXCEPT FOR THE FOLLOWING LIMITED WARRANTY SET FORTH HERE, IF ANY, WAGNER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WHETHER OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE. WAGNER SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. Customer acknowledges that it is required to fully examine the used equipment and hereby assumes the risks of any defects which examination ought to reveal.
Warranty applicable:

Preventative Maintenance:
NOTES:

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

WAGNER EQUIPMENT CO. PURCHASER
ORDER RECEIVED BY Heiman, Robert REPRESENTATIVE DATE APPROVED AND ACCEPTED ON
TOWN OF WINTER PARK PURCHASER
BY SIGNATURE
TITLE

## TERMS AND CONDITIONS (COLORADO, NEW MEXICO OR TEXAS)

1. Pricing is subject to change based on manufacturer changes to cost and availability.
2. **METHODS OF ACCEPTANCE and TERMS OF AGREEMENT:** This Machine Sales Order ("MSO") is an offer for the sale of the equipment and attachments described on the face hereof (referred to herein generally as "equipment" and "goods" interchangeably) to Customer under the terms and conditions specified herein. This offer may be accepted by (1) the execution of this MSO by a representative of Customer or (2) Customer's verbal or written authorizations or conduct consistent with prior course of dealing between the parts authorizing WAGNER to take action to fulfill this order, or (3) the commencement of manufacture or shipment of the goods or services specified in this Order, whichever of the foregoing first occurs. Acceptance of this offer is limited to the express terms stated in this Order. Any proposal in Buyer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms or any attempt by Customer to vary in any degree any of the terms of this offer is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price or delivery schedule of the goods or services, but shall be deemed a material alteration of this Order and this offer shall be deemed accepted by Seller without said additional or different terms. Once accepted, this Order shall constitute the entire agreement between WAGNER and Customer. WAGNER is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this agreement or contained in a separate writing supplementing this agreement and signed by authorized agents of both WAGNER and Customer.
3. **TIME OF DELIVERY and SHIPPING:** Orders for equipment are processed in the order of their acceptance by WAGNER and WAGNER will use its reasonable efforts to deliver the equipment to You on the scheduled delivery date on the face hereof. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WAGNER's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelated factors. WAGNER is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of this order to the contrary. You are responsible for all freight, shipping, loading and unloading costs.
4. To secure Customer's obligations under this agreement and to secure all of Customer's present or future debts, obligations or liabilities of whatever nature to WAGNER, Customer grants to WAGNER a security interest in the goods described on the reverse side hereof, together with any attachments or accessions thereto and proceeds from the sale or lease thereof. Customer agrees to deliver to WAGNER, properly executed, any certificate of title or other document or instrument required by WAGNER to protect WAGNER's security interest as created in this paragraph. Customer also authorizes WAGNER to file financing statement(s) with respect to the security interest granted herein. Customer grants Wagner Equipment the right to assign Wagner Equipment's security interest in the goods to any other entity or person, at any time Wagner Equipment so chooses.
5. Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WAGNER's responsibility for shipment ceases upon delivery of the goods to a transportation company. Customer shall carry such fire and other insurance as necessary to protect its interest and the interest of WAGNER. Any claim by Customer for shortage in shipment shall be made within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach. The shortage in shipment notice must be in writing within fifteen (15) days and further, shortage in shipment is not deemed to constitute a nonconformity
6. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within ten (10) days after delivery of the goods. It is agreed that in the event of rejection, Customer may in no event resell the goods, even in the absence of instructions from WAGNER, and Customer will store the goods or reship the goods to WAGNER. Should Customer sell the goods, such sale shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this agreement, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.
7. No right or interest in this agreement shall be assigned by Customer without the written permission of WAGNER, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WAGNER. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
8. WAGNER shall have all rights and remedies provided in the Uniform Commercial Code and in any other document executed in connection with this agreement. Customer agrees to pay all costs incurred by WAGNER in enforcing this agreement or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced. In the event the goods are reclaimed, Customer agrees that WAGNER may bid on the goods and that a commercially reasonable price for said reclaimed goods, a public sale, may be determined by WAGNER based upon current national auction values, market trends relating to supply and demand, and related factor, for goods of similar type and condition.
9. **CANCELLATION/TERMINATION:** This Order may be canceled by Customer only with WAGNER's written consent and then only upon such terms as will protect Seller from any loss. This Order may be cancelled by WAGNER in the event of any default by Customer or in the event Customer fails, upon WAGNER's request, to provide reasonable assurances of future performance.
10. **PERMISSIBLE VARIATIONS:** All goods shall be subject to the standard manufacturing and commercial variation and practices of the Manufacturer of the goods of WAGNER, In the event of shipment of non-conforming goods, WAGNER shall be given a reasonable opportunity to replace the goods with those which conform to the order.
11. **FORCE MAJEURE:** a) WAGNER shall not be responsible or liable for any delay or failure to deliver any or all of the goods and/or performance of the services of such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, stature, ordinance, regulation or order of any government or agent thereof, shortage of labor, material fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WAGNER's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WAGNER from performance of its obligations hereunder.
12. **VENUE:** Venue for any and all disputes between the parties will be in state court located in Adams County, Colorado. Purchaser hereby expressly consents to jurisdiction in Adams County, Colorado and waives any objection based on inconvenient forum and any right to remove any legal action from the court originally acquiring jurisdiction.

WS2.702.1

INITIAL HERE \_\_\_\_\_



### DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's [Data Governance Statement](#) ( "DGS" ), which describes Caterpillar's practices for collecting, sharing and using data and information related to customer's machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the [Cat® Remote Services – Software Update Process for select Product Link™ Telematics and Cat Equipment Control Module Software](#) document (the "RSP Document" ) The RSP Document can be reviewed at [https://www.cat.com/remoteservicesprocess?\\_ga=2.245276421.1412167159.1561985855-475983137.1559312215](https://www.cat.com/remoteservicesprocess?_ga=2.245276421.1412167159.1561985855-475983137.1559312215).

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the [Caterpillar Data Governance Statement](#) . Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE

DECLINE

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the [Remote Services Process Document](#).

AGREE

DECLINE

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supercedes and replaces any other authorizations with regard to the subject matter hereof.

TOWN OF WINTER PARK

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company (Print)**

\_\_\_\_\_  
**Company Representative (Print)**

\_\_\_\_\_  
**Signature**

Mar 04, 2025  
\_\_\_\_\_

**Date**

<b>FOR DEALER USE ONLY</b>
<b>Company UCID</b>
<b>Company Representative CWS ID</b>
<b>Main Store Dealer Code</b>
<b>Dealer Representative Name</b>
<b>Dealer Representative CWS ID</b>



## MEMO

**TO** Town Council  
**FROM** Town Clerk, Dani Jardee  
**CC** Town Manager Keith Riesberg  
**DATE** April 11, 2025  
**RE** Local Social Professional Services Agreement

Last year Staff with Council direction put out an RFP (Request for Proposal) for a social media contract. The social media contract was for support, management, and content creation of the Town's multiple social media platforms. Local company, Local Social, was awarded the agreement with the Town. The Town now has increased and consistent communication on the Town's social media platforms for residents and guests. Town's social media platforms are Facebook and Instagram, that consist of a few accounts, Town's, Fraser Winter Park Police Department's and the Lift's Transit. Local Social meets weekly with Staff and Slate Communications to discuss Town happenings and what needs to be created or posted for the Town's accounts. The Town understands the importance of social media to relay messaging to the community. As Town continues to grow and develop, the need for reliable messaging to the community is needed now more than ever. Staff would like to renew the professional services agreement with Local Social for another year. Local Social has the experience of working with Town and the Town's community partners and works well with Staff. Staff recommend approving this agreement through Resolution 2225.

TOWN OF WINTER PARK

RESOLUTION NO. 2225  
SERIES OF 2025

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH  
LOCAL SOCIAL FOR THE TOWN'S SOCIAL MEDIA ACCOUNTS

WHEREAS, Local Social submitted a proposal for the Town's social media contract in 2024 and was awarded the contract for one year; and

WHEREAS, Staff would like to renew Local Social's contract for one year with the detailed scope of work related to the management, content, and collaborative work needed for the Town's multiple social media platforms; and

WHEREAS, the Town Council has reviewed the attached professional services agreement with scope of work for 2025.

NOW THEREFORE, BE IT RESOLVED THAT THE TOWN COUNCIL OF WINTER PARK, COLORADO, hereby approves the professional services agreement with Local Social in substantially the form attached hereto, subject to final approval of the Town Attorney. Upon such approval, the Manager is authorized to execute the Professional Services Agreement on behalf of the Town.

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

TOWN OF WINTER PARK

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

ATTEST:

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

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this 15<sup>th</sup> day of April, 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 Local Social, LLC, a Colorado limited liability company and independent contractor with a principal place of business at 78 Timber Drive, Winter Park, Colorado 80482 ("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 for one year unless sooner 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 \$3,200 monthly plus such additional amounts as authorized by the Town at a rate of \$50.00/hour as further set forth in Exhibit A. The total compensation under this Agreement shall not exceed \$50,000. Compensation 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 invoices for payment 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.

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

#### **V. OWNERSHIP**

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

#### **VI. INDEPENDENT CONTRACTOR**

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

#### **VII. INSURANCE**

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain,

and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

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

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.



## **EXHIBIT A SCOPE OF SERVICES**

### **Contractor's Duties**

Contractor shall work at least 15 hours per week on social media content creation and account management, consisting of:

- 4-5 posts/week for Town of Winter Park Facebook
- 4-5 feed posts/week, daily stories for Town of Winter Park Instagram
- 1-2 posts/week for The Lift Facebook
- 1-2 feed posts + stories/week for The Lift Instagram
- 1-2 posts/week for Fraser Winter Park Police Department Facebook
- 1-3 posts/month for Town of Winter Park LinkedIn

Contractor shall work at least 2 hours per month on preparing and providing reports on all platforms, and Contractor shall work at least 2 hours per month attending weekly meetings and coordinating with the Town's Communications Team.

In addition, Contractor shall perform the following duties, as directed by the Town:

- social media account management to all of Town's platforms listed above;
- create and capture content that communicates to the community and guests via social media;
- provide photography and video content, including applicable releases, for social media postings, a valid waiver would be required if using photos or videos featuring people;
- provide major project support by communicating through social media platforms;
- establish a consistent, year-round social media presence for the Town;
- inform residents and guests of upcoming events, emerging incidents, announcements, etc. through social media platforms;
- ensure compliance in regard to the Colorado Record Retention Laws and the Town's social media policy;
- provide communication reporting and measurement, and community engagement; and
- coordinate and communicate with Staff, Community Stakeholders, and Slate Communications for social media content.

### **Contractor's Payment**

For successful completion of the services above, Contractor shall be paid \$3,200 per month (for a total of \$38,400 for a one-year contract). Monthly ad budget is to be determined separately by written authorization from the Town by the Town Clerk, Danielle Jardee; Contractor's work on ads will be paid at Contractor's hourly rate of \$50 per hour. Any other work authorized in writing by the Town via the Town Clerk, Danielle Jardee will be paid at Contractor's hourly rate of \$50 per hour. The total compensation payable under this Agreement shall not exceed \$50,000.

## MEMO

**TO** Mayor and Town Council  
**FROM** Dani Jardee, Town Clerk  
**CC** Keith Riesberg, Town Manager  
**DATE** April 10, 2025  
**RE** Short Term Rentals & Prosecution of Violations

### **Background**

Council amended the Town Code in 2021 with ordinance 552 which created a new chapter of the Code concerning short-term rentals. Within that ordinance it lays out requirements for short-term rentals regarding registration, conditions, and penalties and revocation. When the Town launched our short-term rental registration program after passing ordinance 552, we also started the “Good Neighbor” policy campaign. This policy was to encourage guests and residents of our Town to be good neighbors to one another by following some simple guidelines, be respectful of quiet hours, being mindful of trash because of wildlife, no overnight parking on Town streets, be informed about fire regulations, and to keep pets leashed and to clean up after them. This year the Town has had some challenges with some short-term rental properties and it has been brought to Staff’s attention that we need clarify the Town Code in order to strengthen our enforcement options.

### **Analysis**

Ordinance 633 presented tonight amends and clarifies certain sections of the Town Code regarding quiet hours for short-term rental units. Quiet hours in the community are from 10:00 p.m. to 7:00 a.m. Section 3-10-5(A)(4) of the Town Code is being amended to explain information about quiet hours for short-term rental units and clarify the owner’s responsibility for enforcing these hours. Section 3-10-6 of the Town Code is being amended to change and strengthen the offenses and penalties of violating the Town Code.

Council can see the full amendments in ordinance 633 which follows the Staff memo.

### **Recommendation**

It is Council’s discretion whether to approve the proposed ordinance.

- Should the Town Council wish to approve ordinance 633, the following motion should be made:

I move to approve ordinance 633 as presented.

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

I move to deny ordinance 633 as presented.

TOWN OF WINTER PARK

ORDINANCE NO. 633  
SERIES 2025

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF WINTER PARK  
AMENDING THE WINTER PARK TOWN CODE REGARDING THE OPERATION OF  
SHORT-TERM RENTALS AND PROSECUTION OF VIOLATIONS IN THE TOWN

WHEREAS, the Town desires to strengthen its Short-Term Rental Registration Ordinance, Winter Park Town Code Section 3-10-1, *et seq.*, regarding unreasonable noise and how violations are pursued, as well as to clarify what constitutes unreasonable noise.

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

Section 1. Section 3-10-5(A)(4) of the Winter Park Town Code is hereby amended to read as follows:

4. The owner of a short-term rental unit shall take appropriate steps to inform occupants of community quiet hours between the hours of 10:00 p.m. and 7:00 a.m. and shall take reasonable steps to enforce such quiet hours within the short-term rental unit. Occupants of a short-term rental unit shall not cause unreasonable noise in violation of Section 4-1-4 or Section 4-9B-4(A)(2) of this Code. A prima facie showing that a violation of this subsection 4 has occurred shall consist of evidence that between the hours of 10:00 p.m. and 7:00 a.m. noise was audible at a distance of fifty feet (50') from its source, distinguishable from any other source of sound in the vicinity, and was of a greater volume than any other single source of sound in the vicinity.

Section 2. Section 3-10-6 of the Winter Park Town Code is hereby amended to read as follows:

\* \* \*

B. Town Code and registration violation penalties are as follows and are considered within a registration's twelve (12) month term:

~~1. First offense – warning;~~

~~21. Second~~ First offense – warning, five hundred dollar (\$500.00) fine, and/or administrative suspension of the short-term rental registration for a period of ninety (90) days or less; and

~~32. Third~~ Second and subsequent offenses - one thousand dollar (\$1,000.00) fine and/or administrative revocation of the short-term rental registration and/or new registration prohibited for up to two (2) years.

C. Upon notice by the Finance Director of the finding of a violation and imposition of a fine, administrative suspension for a period of ninety (90) days or less, or administrative revocation, the owner may appeal the decision to the Town Manager by filing a written appeal within ten (10) days of the notification of the violation. The appeal shall specify the grounds for the appeal and the relief sought by the owner. The Town Manager shall hold a hearing on the appeal within ten (10) days of the receipt of the appeal. The Town shall provide at least five (5) days' notice to the owner of the hearing. The Town Manager shall make a determination on the appeal within five (5) days of the hearing and shall notify the owner of the decision in writing. The Town Manager's decision is final, subject only to judicial review.

\* \* \*

INTRODUCED, APPROVED ON FIRST READING, AND ORDERED PUBLISHED IN FULL this \_\_\_\_ day of \_\_\_\_\_, 2025. A public hearing shall be held at the regular meeting of the Winter Park Town Council, on the \_\_\_\_ day of \_\_\_\_\_, 2025, at 5:30pm, or as soon thereafter as possible, at the Winter Park Town Hall.

TOWN OF WINTER PARK

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

ATTEST:

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

READ, ADOPTED AND ORDERED PUBLISHED on second and final reading by a vote of \_\_\_\_\_ to \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

TOWN OF WINTER PARK

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

ATTEST:

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



## MEMO

**TO** Winter Park Town Council  
**FROM** Mia Dorris, Sustainable Community Coordinator  
**CC** Alisha Janes  
**DATE** April 15<sup>th</sup>, 2024  
**RE** Winter Park Climate Action Plan Analysis Grant Funding

**Background:**

The council passed a resolution approving climate resilience grant applications to the State of Colorado Department of Local Affairs on December 3<sup>rd</sup>, 2024. The Town of Winter Park proceeded in applying for a climate resilience grant through the Department of Local Affairs for climate action planning analysis. The application focused on support for the climate action plan development, specifically on complex data modeling and a risk assessment to identify climate vulnerability and model emissions reductions for strategies to inform the climate action plan development. This grant would allow the Town to further engage Lotus Engineering and Sustainability to expand on the work started in our greenhouse gas inventory. We received partial funding of \$60,000 from the Department of Local Affairs, there is \$47,230 remaining for the Town of Winter Park to cover. The remaining funding necessary from the Town of Winter Park will be absorbed through the existing professional services budget. This is the last opportunity for grant funding through the Department of Local Affairs for the Climate Resilience Challenge.

**Recommendation:**

Staff recommend approval of Resolution No. 2226 approving Climate Resilience Challenge grant funding from the State of Colorado Department of Local Affairs.

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

I move to approve Resolution No. 2226 approving Climate Resilience Challenge grant funding from the State of Colorado Department of Local Affairs.





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

I move to deny Resolution No.2226 approving Climate Resilience Challenge grant funding the State of Colorado Department of Local Affairs.

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

TOWN OF WINTER PARK

RESOLUTION NO. 2226  
SERIES OF 2025

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WINTER PARK  
ACCEPTING THE AWARD OF GRANT FUNDING FOR EIAF-25-033-CRC WINTER  
PARK CLIMATE ACTION PLAN

WHEREAS, Town Council approved on December 3<sup>rd</sup>, 2024, an application by the Town for the Climate Resilience Challenge Initiative Grant that is part of the Mineral Impact Assistance Fund Program offered by the State of Colorado, Department of Local Affairs;

WHEREAS, the grant funding, if received, would advance Lotus Engineering & Sustainability to continue analysis and modeling efforts for the Climate Action Plan; and

WHEREAS, the Town was notified by the Department of Local Affairs on February 13<sup>th</sup>, 2025 that the Town has been selected to receive some of the grant.

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

Section 1. Town Council accepts the partial grant funding award of \$60,000 from the Department of Local Affairs Energy and Minerals Fund for EIAF-25-033-CRC, Winter Park Climate Action Plan. The total cost of the project is \$107,230 thus the Town of Winter Park would cover the remaining \$47,230 to complete the project.

PASSED, ADOPTED AND APPROVED this 15<sup>th</sup> day of April, 2025.

TOWN OF WINTER PARK

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Nick Kutrumbos, Mayor

ATTEST:

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Danielle Jardee, Town Clerk



# MEMO

**TO** Winter Park Town Council  
**FROM** Mia Dorris, Sustainable Community Coordinator  
**CC** Alisha Janes  
**DATE** April 15<sup>th</sup>, 2024  
**RE** Microgrid on Public Works Facility Grant Funding

**Background:**

The council passed a resolution approving climate resilience grant applications to the State of Colorado Department of Local Affairs on December 3<sup>rd</sup>, 2024. The Town of Winter Park proceeded in applying for the addition of a microgrid to the Public Works facility which includes solar and battery storage. The microgrid would allow for the Public Works facility to operate in a situation without power for extended periods therefore enhancing resilience, reducing greenhouse gas emissions and utility costs. There are not any other public facing microgrids in Winter Park, so this could serve as an example for the broader community on resiliency. The total project cost is \$616,000, and the Department of Local Affairs will reimburse \$300,000. Tentatively the Town of Winter Park would hope to receive 30% of the costs reimbursed through the Inflation Reduction Act's direct pay for clean energy projects of up to \$182,000. Since this is a federal funding source we are assuming quite a bit of uncertainty here. The town's match, assuming the Inflation Reduction Act's direct pay credit comes through, would involve \$134,000. The 2025 capital budget included \$75,000 for solar panels on the Public Works facility. We anticipate a subsequent budget amendment coming for approval that will appropriate all the required spending. This is the last opportunity for grant funding through the Department of Local Affairs for the Climate Resilience Challenge.

Microgrid at Public Works	
Town Capital Budget for Solar	\$75,000
Town Match	\$134,000
Department of Local Affairs Grant	\$300,000
Inflation Reduction Act Direct Pay Rebate	\$182,000
Total Project Cost Estimated	\$616,00



**Recommendation:**

Staff recommend approval of Resolution No. 2227 approving Climate Resilience Challenge grant funding from the State of Colorado Department of Local Affairs.

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

I move to approve Resolution No. 2227 approving Climate Resilience Challenge grant funding from the State of Colorado Department of Local Affairs.

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

I move to deny Resolution No. 2227 approving Climate Resilience Challenge grant funding the State of Colorado Department of Local Affairs.

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

TOWN OF WINTER PARK

RESOLUTION NO. 2227  
SERIES OF 2025

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WINTER PARK  
ACCEPTING THE AWARD OF GRANT FUNDING FOR EIAF-25-090-CRC WINTER  
PARK PUBLIC WORKS FACILITY MICROGRID

WHEREAS, Town Council approved on December 3<sup>rd</sup>, 2024, an application by the Town for the Climate Resilience Challenge Initiative Grant that is part of the Mineral Impact Assistance Fund Program offered by the State of Colorado, Department of Local Affairs;

WHEREAS, the grant funding, if received, would assist the Town in constructing a microgrid with solar panels and battery storage at the Town's Public Works facility; and

WHEREAS, the Town was notified by the Department of Local Affairs on March 18<sup>th</sup>, 2025 that the Town has been selected to receive some of the grant.

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

Section 1. Town Council accepts the partial grant funding award of \$300,000 from the Department of Local Affairs Energy and Minerals Fund for EIAF-25-090-CRC Winter Park Public Works Facility Microgrid. The total project cost is \$616,000 which could be reduced with a potential solar tax credit of 30% from the federal government.

PASSED, ADOPTED AND APPROVED this 15<sup>th</sup> day of April, 2025.

TOWN OF WINTER PARK

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Nick Kutrumbos, Mayor

ATTEST:

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Danielle Jardee, Town Clerk

## MEMO

**TO** Winter Park Town Council  
**FROM** Mia Dorris, Sustainable Community Coordinator  
**CC** Alisha Janes  
**DATE** April 15<sup>th</sup>, 2024  
**RE** Thermal Energy Network Project funding from the Colorado Energy Office

**Background:**

The Town of Winter Park published a request for proposals on October 4<sup>th</sup>, 2024 for geothermal energy feasibility study phase I. The internal staff committee selected The GreyEdge Group to complete the geothermal feasibility study. A resolution was approved by council on November 19<sup>th</sup>, 2024 accepting the proposal from The GreyEdge Group and awarding a contract to complete phase I of the feasibility study.

The Town of Winter Park applied for the Geothermal Energy Grant Program for phase II of the geothermal feasibility study. We received funding from the Colorado Energy Office for phase II of the geothermal feasibility study for a geothermal district in the downtown corridor. The total project cost is \$128,539, we received full funding of \$64,270 from the Colorado Energy Office with a required 50% match. The remaining funding necessary from the Town of Winter Park will be absorbed through the existing professional services budget. This is the last opportunity for grant funding through the Colorado Energy Office Geothermal Energy Grant Program for the foreseeable future.

**Recommendation:**

Staff recommends approval of Resolution No. 2228 approving the Geothermal Energy Grant Program funding from the Colorado Energy Office.

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

I move to approve Resolution No. 2228 approving the Geothermal Energy Grant Program grant funding from the Colorado Energy Office.



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

I move to deny Resolution No. 2228 approving Climate Resilience Challenge grant funding from the Colorado Energy Office.

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

TOWN OF WINTER PARK

RESOLUTION NO. 2228  
SERIES OF 2025

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WINTER PARK  
ACCEPTING THE AWARD OF GRANT FUNDING FROM THE GEOTHERMAL  
ENERGY GRANT PROGRAM FOR A THERMAL ENERGY NETWORK PROJECT

WHEREAS, Town Council on November 12<sup>th</sup>, 2024, reviewed a proposal from The GreyEdge Group, LLC, and authorized funding a preliminary feasibility study for a geothermal heating district within the Town;

WHEREAS, the results of the preliminary feasibility study from The GreyEdge Group, LLC, indicate that further analysis is necessary to confirm whether a thermal energy network is feasible in the Town;

WHEREAS, the Town of Winter Park applied for funding to advance phase II of the feasibility study with The GreyEdge Group, LLC, regarding the feasibility of a thermal energy network in the Town; and

WHEREAS, the Town was notified by the Colorado Energy Office on April 1<sup>st</sup>, 2025 that the Town has been selected to receive all of the grant.

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

Section 1. Town Council accepts the funding award of \$64,269.50 from the Colorado Energy Office for the thermal energy network project. The project is estimated to cost a total of \$128,539.00 and there is a 50% match expected from the Town of Winter Park of \$64,269.50.

PASSED, ADOPTED AND APPROVED this 15<sup>th</sup> day of April, 2025.

TOWN OF WINTER PARK

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Nick Kutrumbos, Mayor

ATTEST:

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Danielle Jardee, Town Clerk