

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

WINTER PARK TOWN COUNCIL MEETING

Winter Park Town Hall – 50 Vasquez Road

Tuesday, December 2, 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 November 18, 2025, Regular Meeting Minutes
 - b. Consideration of Memorial Bench Application
 - c. Resolution 2283, A Resolution of the Town Council of the Town of Winter Park Approving a First Amendment to the Development Improvement Agreement Between the Town of Winter Park and HDC 398 Ski Idlewild Road, LLLP
 - d. Resolution 2284, A Resolution of the Town Council of the Town of Winter Park Approving a First Amendment to the Development Improvement Agreement Between the Town of Winter Park and Arrowhead Winter Park Investors, LLC
4. Action Items
 - a. Public Hearing (Continued from 11/18/25), Resolution 2282, A Resolution Summarizing Revenue and Expenditures for Each Fund and Adopting a Budget for the Town of Winter Park, Colorado for the Calendar Year Beginning on the First Day of January 2026 and Ending on the Last Day of December 2026

- b. Resolution 2285, A Resolution Levying Property Taxes for the Year 2025 to Help Defray the Costs of Government for the Town of Winter Park, Colorado for the 2026 Budget
 - c. Ordinance 639, An Ordinance of the Winter Park Town Council Repealing Chapter 2 and 2A of Title 6 of the Winter Park Town Code, Repealing and Reenacting Article 3.J., Section 5-E-8 and Article 6.F. of Title 7 of the Winter Park Town Code, Repealing Section 5-E-9 of Title 7 of the Winter Park Town Code, and Amending Definitions Related Thereto, All Regarding Sign Regulations, Second Reading and Public Hearing
 - d. Ordinance 640, An Ordinance of the Winter Park Town Council Amending the Town of Winter Park Unified Development Code, Title 7 of the Town Code of Winter Park, Regarding School Land Dedication and Payment of a Fee in Lieu of Dedication, Second Reading and Public Hearing
 - e. Resolution 2286 A Resolution of the Town Council of the Town of Winter Park Approving an Intergovernmental Agreement with East Grand School District Regarding Land and Funding for Schools
 - f. Ordinance 641, An Ordinance of the Winter Park Town Council Repealing and Reenacting Title 6, Chapter 5, of the Winter Park Town Code to Update Affordable Housing Fees, Waivers, and Alternatives in Lieu of Fees, First Reading
 - g. Ordinance 642, An Ordinance of the Town Council of the Town of Winter Park Amending Chapter 2 of the Winter Park Town Code to Clarify Taxes Actually Imposed in the Town, First Reading
- 5. Town Manager's Report
 - 6. Mayor's Report
 - 7. Town Council Items for Discussion

You are invited to a Zoom webinar.

When: December 2, 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/webinar/register/WN_DWzbonYxRzOczSD94EVv3w

MINUTES

DATE: Tuesday, November 18, 2025

MEETING: Winter Park Town Council

PLACE: Town Hall Council Chambers and Zoom Meeting Call

PRESENT: Mayor Nick Kutumbos, Mayor Pro Tem Jennifer Hughes, Councilors, Rebecca Kaufman, Art Ferrari, Jeremy Henn, Riley McDonough, and Michael Periolat and Interim Town Manager Sara Ott, Assistant Town Manager Alisha Janes, Town Attorney Hilary Graham, and Town Clerk Danielle Jardee

OTHERS

PRESENT: Finance Director Craig Rutherford, Police Chief Glen Trainor, Community Development Director James Shockey, and Senior Planner Brian Kelly

Mayor Nick Kutumbos called the meeting to order at 4:15 p.m.

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

Mayor Nick Kutumbos reads the legal executive session script.

Councilor Art Ferrari moved and Councilor Jeremy Henn seconded the motion to go into the following Executive Sessions in accordance with C.R.S. 24-6-402(4)(b) for a conference with the Town Attorney to receive legal advice on specific legal questions related to the November 4, 2025, election results, C.R.S. 24-6-402(4)(a) to discuss the Town's possible purchase, acquisition, lease, transfer or sale of real property in which no member of Town Council has a personal interest, C.R.S. 24-6-402(4)(e) to determine positions relative to matters subject to negotiation, develop strategy for negotiations, and instruct negotiators related to requested cost sharing for system upgrades with Mountain Parks Electric, Inc., and C.R.S. 24-6-402(4)(e) to determine positions relative to matters subject to negotiation, develop strategy for negotiations, and instruct negotiators related to aerial transit system cost sharing discussions with Alterra Mountain Company. Motion carried: 7-0.

2. **Executive Sessions Pursuant to:**

- 2. a. **C.R.S. 24-6-402(4)(b) for a conference with the Town Attorney to receive legal advice on specific legal questions related to the November 4, 2025, election results.**
- 2.b. **C.R.S. 24-6-402(4)(a) to discuss the Town's possible purchase, acquisition, lease, transfer or sale of real property in which no member of Town Council has a personal interest.**
- 2.c. **C.R.S. 24-6-402(4)(e) to determine positions relative to matters subject to negotiation, develop strategy for negotiations, and instruct negotiators related to requested cost sharing for system upgrades with Mountain Parks Electric, Inc.**
- 2.d. **C.R.S. 24-6-402(4)(e) to determine positions relative to matters subject to negotiation, develop strategy for negotiations, and instruct negotiators related to aerial transit system cost sharing discussions with Alterra Mountain Company.**

Mayor Nick Kutrumbos concluded the executive session at 5:27 p.m.

Upon conclusion of the discussion, Mayor Nick Kutrumbos read the closing executive session script, those in attendance at that time were: Mayor Nick Kutrumbos, Mayor Pro Tem Jennifer Hughes, Councilors Art Ferrari, Rebecca Kaufman, Jeremy Henn, Riley McDonough, and Michael Periolat, Assistant Town Manager Alisha Janes, Town Attorney Hilary Graham, Town Clerk Danielle Jardee, and Finance Director Craig Rutherford.

3. RESUME REGULAR MEETING 5:40 P.M.

4. Town Hall Meeting

No comments were received.

5. Consent Agenda

5.a. Approval of November 4, 2025, Regular Meeting Minutes

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

6. Action Items

6.a. Public Hearing, Special Event Permit Application, Deck the Slopes

Town Clerk Danielle Jardee stated this special event permit application is for Winter Park Resort's annual holiday events. Ms. Jardee stated it will start November 29 with their tree lighting, and then every Saturday in December there will be festive activities, drone shows, and live reindeer, ending with the torchlight parade on December 24. Ms. Jardee stated Staff recommend approval. Mayor Kutrumbos opened the public hearing, hearing no comments. Mayor Kutrumbos closed the public hearing.

Councilor Riley McDonough moved and Councilor Rebecca Kaufman seconded the motion approving Special Event Permit Application, Deck the Slopes. Motion carried: 7-0.

6.b. Public Hearing, Resolution 2282, A Resolution Summarizing Revenue and Expenditures for Each Fund and Adopting a Budget for the Town of Winter Park, Colorado for the Calendar Year Beginning on the First Day of January 2026 and Ending on the Last Day of December 2026

Finance Director Craig Rutherford stated this is the resolution concerning the 2026 budget that we reviewed at the workshop earlier today. Mr. Rutherford stated it is Staff's recommendation to continue this item to the next Council meeting to allow for public comment. Mayor Kutrumbos opened the public hearing; no comments were given. Mayor Kutrumbos continued the public hearing until December 2, 2025.

Councilor Art Ferrari moved and Mayor Pro Tem Jennifer Hughes seconded the motion continuing Public Hearing, Resolution 2282, A Resolution Summarizing Revenue and Expenditures for Each Fund and Adopting a Budget for the Town of Winter Park, Colorado for the Calendar Year Beginning on the First Day of January 2026 and Ending on the Last Day of December 2026 to the December 2, 2025, Council meeting. Motion carried. 7-0.

6.c. Ordinance 639, An Ordinance of the Winter Park Town Council Repealing Chapter 2 and 2A of Title 6 of the Winter Park Town Code, Repealing and Reenacting Article 3.J. and Section 5-E-8 of Title 7 of the Winter Park Town Code, Repealing Section 5-E-9 of Title 7 of

the Winter Park Town Code, and Amending Definitions Related Thereto, All Regarding Sign Regulations, First Reading

Senior Planner Brian Kelly stated this is the introduction and first reading of ordinance 639. Mr. Kelly stated per Council direction Staff have researched and reviewed the sign code and held public open houses and Council workshops in order to draft the ordinance that is presented. Mr. Kelly stated this item has been properly publicly noticed and Planning Commission recommended approval of ordinance 639 as drafted at their November 12 meeting. Mr. Kelly stated the second reading and public hearing will be on December 2, 2025.

Mayor Pro Tem Jennifer Hughes moved and Councilor Jeremy Henn seconded the motion approving Ordinance 639, An Ordinance of the Winter Park Town Council Repealing Chapter 2 and 2A of Title 6 of the Winter Park Town Code, Repealing and Reenacting Article 3.J. and Section 5-E-8 of Title 7 of the Winter Park Town Code, Repealing Section 5-E-9 of Title 7 of the Winter Park Town Code, and Amending Definitions Related Thereto, All Regarding Sign Regulations, First Reading. Motion carried by following roll call vote:

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

6.d. Ordinance 640, An Ordinance of the Winter Park Town Council Amending the Town of Winter Park Unified Development Code, Title 7 of the Town Code of Winter Park, Regarding School Land Dedication and Payment of a Fee in Lieu of Dedication, First Reading

Community Development Director James Shockey stated any subdivision in Town is required to dedicate land for school facilities or provide a fee in lieu for land dedication. Mr. Shockey stated the Town always does a fee in lieu which gets passed along to the school district. Mr. Shockey stated the school district did a land dedication fee in lieu study, so with the new study we updated our land use code to reflect the changes. Mr. Shockey stated all the amended changes to the Unified Development Code are to reflect the new numbers and new tables that are in the study. Mr. Shockey stated proper notification has been made and no comments have been received. Mr. Shockey stated Planning Commission recommended approval at their last meeting and Staff recommend approval of the first reading of ordinance 640 and to set the public hearing for December 2, 2025.

Councilor Art Ferrari moved and Mayor Pro Tem Jennifer Hughes seconded the motion approving Ordinance 640, An Ordinance of the Winter Park Town Council Amending the Town of Winter Park Unified Development Code, Title 7 of the Town Code of Winter Park, Regarding School Land Dedication and Payment of a Fee in Lieu of Dedication, First Reading. Motion carried by following roll call vote:

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

7. Town Manager's Report

Assistant Town Manager Alisha Janes stated we hope everyone has a great Thanksgiving.

8. Mayor's Report

Mayor Kutrumbos stated Mary Jane's birthday is coming up and he asked Winter Park Resort's President Sky Foulkes if he would be in favor of the Town officially adopting it as a Town holiday. Mayor Kutrumbos asked Council for feedback on that idea, the birth date is in January but maybe we make it official in spring to celebrate our history, attract a little traffic up here, and have locals enjoy it as well.

9. Town Council Items for Discussion

Mayor Pro Tem Jennifer Hughes stated her congratulations to the newly named citizen of the year, Michael Periolat. Michael Periolat was named citizen of the year at the Winter Park and Fraser Chamber of Commerce's annual dinner.

There being no further business to discuss, upon a motion regularly adopted, the meeting was adjourned at 5:53 p.m.

The next scheduled meeting of the Town Council will be Tuesday, December 2, 2025, at 5:30 p.m.

Danielle Jardee, Town Clerk

MEMO

TO Mayor and Town Council
FROM Dani Jardee, Town Clerk
CC Sara Ott, Interim Town Manager
DATE December 2, 2025
RE Michelle Rebecca Zeller Memorial Bench

Background

Molly Eno submitted a memorial application for a memorial bench in honor of Michelle Zeller. Ms. Eno would like to honor her by putting a memorial bench in Confluence Park near the wood platform along the Fraser River (photo of location in below documents).

Analysis

Town Council approved a Memorial Policy and Memorial Bench program that establishes guidelines for memorial requests and memorial benches. Staff created an application form and evaluation sheet per the requirements of the policy. The application has been filled out and the request was evaluated by the Town Clerk and Department Heads as shown in the attached documents.

The application met the criteria established in the memorial bench program for a memorial bench, therefore is recommended for Town Council consideration. A memorial bench is an appropriate fit for a trail or a park; it will allow people to stop and rest or take a minute to enjoy their surroundings. The applicant is donating the bench to the Winter Park Parks Department and understands the terms of the memorial policy.

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

**PLEASE NOTE – Staff will be researching memorial policies in order to discuss and update the memorial policy for the Town with Town Council at a Town Council Workshop in 2026. Staff will not consider any more memorial applications until then.*

From: MOLLY ZELLER
To: Danielle Jardee
Subject: Fwd: Memorial Policy and Application
Date: Sunday, November 9, 2025 9:27:26 AM
Attachments: [132034B7-ADD4-4728-835D-4C95C8ACD142.png](#)
[Memorials and Donations Application 04082019.docx](#)
[Memorial Policy-Final 11122018.pdf](#)

Caution! This message was sent from outside your organization.



Hi Danielle,

Thank you so much for helping coordinate my sister's memorial bench. During her years of fighting her illness, she often said that if she passed, she'd love to have a bench here. It means the world to our family to be able to honor her wishes and create a space that reflects her spirit and strength.

Kindly,

Molly

----- Forwarded message -----

From: MOLLY ZELLER [REDACTED]
Date: Sun, Nov 9, 2025 at 8:09 AM
Subject: Memorial Policy and Application
To: <djardee@wpgov.com>

Hi there,

I'm attaching the application form for Michelle Rebecca Zeller's memorial chair.

Kindly,

Molly Eno

Memorials and Donations



Application

Memorial Information

Person(s) or occasion being memorialized: Michelle Rebecca Zeller

Memorial Type: memorial bench

Proposed Location: Confluence Park, R055575, Winter Park, CO 80482

Inscription: In loving memory of our Mitzvah girl

Michelle Rebecca Zeller

01.20.1982 – 09.12.2025

Applicant/Donor Information

Name: Molly Eno

Address: [REDACTED]

City, State, Zip: Denver, CO [REDACTED]

Preferred Phone No.: [REDACTED]

Email Address: [REDACTED]

I agree to make the above designated donation to the Town of Winter Park, Parks Department. The parties acknowledge that the intent of this program is to place and display memorials in perpetuity, barring circumstances which would necessitate the memorial being removed, moved, stored, or modified. The Town of Winter Park will dedicate a good faith effort to the memorial's preservation, but bears no liability in any

nature. The applicant/donor further acknowledges that it retains no property or other rights regarding the memorial.



Signature:

Molly

Date:

11/09/2025

Best Regards,

Rafiel Aharoni

On Nov 6, 2025, at 20:14, MOLLY ZELLER <[REDACTED]>
wrote:

Nothing is attached

On Thu, Nov 6, 2025 at 9:58 AM Rafiel Aharoni <[REDACTED]>
[REDACTED]
[REDACTED]
[REDACTED]

Begin forwarded message:

From: Danielle Jardee <djardee@wpgov.com>
Date: September 22, 2025 at 13:49:40 EDT
To: Rafiel Aharoni <[REDACTED]>
Subject: RE: Memorial Policy and Application



Memorials and Donations Evaluation Sheet

1. Is the proposed memorial created by art and design professionals such as artists, architects, landscape architects, planners, or urban designers? ☐ Yes ☒ No *N/A*
2. Does the proposed memorial have the purpose of promoting, favoring, or opposing any religion or that would appear to a reasonable person that the Town is promoting, favoring, or opposing any religion? ☐ Yes ☒ No
3. Has the person, group, or event being memorialized contributed a sufficient significance to merit a memorial of the scale, cost, and visibility of what is proposed? ☐ Yes ☐ No *N/A*
4. Does the memorial ~~may not~~ duplicate existing memorial themes? ☒ Yes ☐ No
5. Does the memorial honor the person, community or event that it is intended to honor? ☒ Yes ☐ No
6. Is the proposed site for the memorial appropriate, so that the memorial does not displace the intended function of the site? ☒ Yes ☐ No
7. Is the memorial muse designed or under the direct supervision of a qualified professional in the art or design field, including without limitation architects, engineers, landscape architects and artists? ☐ Yes ☐ No *N/A*
8. Is the proposed memorial of a scale, materials, color and character commensurate with the location, circulation, and use patterns of the Town property? ☒ Yes ☐ No
9. Is the memorial made of durable materials, able to withstand the elements for a minimum of 50 years with minimum maintenance, resistant to vandalism and graffiti as much as reasonably possible? ☒ Yes ☐ No

Recommendation:

☒ Forward to Town Council

☐ Reject Application

Evaluator: Dan DeJander Date: 11/25/25

TOWN OF WINTER PARK MEMORIAL POLICY

November 2018

1. **BACKGROUND AND PURPOSE.** The purpose of this policy is to establish criteria and guidelines for the installation of memorials on Town property considered by the Town to be an appropriate site for a memorial. In doing so, the Town recognizes that memorials can convey a powerful connection between the Town, its history, and in some instances, its future. It is important that the placement of memorials be limited to circumstances of the highest community-wide importance, both to maintain the significance of such memorials and to minimize conflicts with the active and variable use of public spaces. The Town may decide at any time, in its sole discretion, to reject any proposed memorial.

2. **SCOPE.** This policy applies to all memorials in the Town, but it is not intended to limit the Town's ability to place signage or plaques on Town property. In addition to this Policy, memorial benches are subject to the Town of Winter Park Memorial Bench Program.

3. **DEFINITIONS.**

A. Memorials should reflect one or more of the following:

- i. The contributions of individuals or groups who have made a substantial impact upon the Town;
- ii. The Town's position on topics of interest to the community as determined by the Town Council;
- iii. History of the Town, Grand County, Fraser Valley or the United States;
- iv. Native flora, fauna, and wildlife of the Town and Fraser Valley; and
- v. Local innovation or creativity that has contributed to the Town's growth and prosperity.

B. Memorials come in the form of monuments, plaques or historical markers, and memorial benches, as defined below:

- i. *Commemorative plaque*, also referred to as a *historical marker* or *historic plaque*, is a plate of metal, ceramic, stone, wood, or other material, typically attached to a wall, stone, or other vertical surface, and bearing text or an image in [relief](#), or both, to commemorate one or more persons, an event, a former use of the place, or some other thing. Many modern plaques and markers are used to associate the location where the plaque or marker is installed with the person, event, or item commemorated as a place worthy of visit.
- ii. *Memorial benches* are benches that remember and pay tribute to loved ones, with styles are based on park and trails design, function, aesthetics, and maintenance.

- iii. *Monument* is a marker, statue, fountain or similar permanent installation commemorating one or more persons or event.

5. DONATIONS.

A. The Town encourages private donations, which may include without limitation the cost of acquisition, installation and maintenance of memorials. The Town prefers to receive private donations in the form of funds that may be used by the Town to review, design, fabricate, acquire, install or maintain memorials, rather than the donation of a completed memorial. However, the Town may, in its sole discretion, consider a completed memorial if it complies with this Policy.

B. The Town is under no obligation to accept any memorial, even if the memorial meets all the criteria set forth in this policy. The Town's decision to accept a memorial may depend upon the cost to the Town of design, fabrication, installation, other site considerations, and long-term maintenance of the memorial. The Town may decide to prioritize memorials where the Town expects to receive donated funding to cover the cost of the design, fabrication, installation, and maintenance.

6. OWNERSHIP AND MAINTENANCE. After the Town's approval of a memorial and installation of the memorial on Town property, title to the memorial will vest with the Town. Unless otherwise agreed in writing, once the memorial is formally approved and accepted by the Town, the Town will be responsible for the maintenance and upkeep of the memorial.

7. REVIEW PROCESS AND CRITERIA.

A. The Town Manager or designee will perform the initial screening of a memorial proposal to determine if the proposed memorial complies with this policy and to evaluate the suitability of the proposed site. The Town Manager or designee will decide whether to forward the proposal to the Town Council for approval. If the proposal is forwarded to the Town Council, the Town Manager or designee will prepare a written report for the Town Council. The Town Council will consider the report and make a final determination regarding the proposed memorial.

B. In considering a proposed memorial, the Town may solicit input from art and design professionals such as artists, architects, landscape architects, planners, or urban designers.

C. The Town will not approve memorials on Town property that have the purpose of promoting, favoring, or opposing any religion or that would appear to a reasonable person that the Town is promoting, favoring, or opposing any religion.

D. In considering a proposed memorial, the Town Manager and Town Council will consider the following criteria:

- i. The person, group, or event being memorialized must have contributed a sufficient significance to merit memorial of the scale, cost, and visibility of what is proposed;
- ii. The memorial may not duplicate existing memorial themes;

- iii. The memorial must honor the person, community or event that it is intended to honor;
- iv. The proposed site for the memorial must be appropriate, so that the memorial does not displace the intended function of the site;
- v. The memorial must be designed or under the direct supervision of a qualified professional in the art or design field, including without limitation architects, engineers, landscape architects and artists; and
- vi. The memorial must be of a scale, materials, color and character commensurate with the location, circulation, and use patterns of the Town property; and
- vii. The memorial must be made of durable materials, able to withstand the elements for a minimum of 50 years with minimum maintenance, resistant to vandalism and graffiti as much as reasonably possible.

8. PUBLIC RIGHTS-OF-WAY. A public right-of-way will only be considered as a site for a memorial when:

- A. The property owners adjacent to the site have been consulted on the placement of the of the memorial;
- B. The memorial does not interfere with the public use of the sidewalk or right of way area; and
- C. If the memorial is a commemorative plaque, it is flat and level with the sidewalk and placed behind the curb.

9. REMOVAL AND RELOCATION.

- A. The Town may remove or relocate any memorial if the Town determines, in its sole discretion, that the memorial is too difficult or expensive to maintain, or interferes with any existing or proposed use the site on which the memorial is located.
- B. If applicable, within a reasonable time after the removal or relocation, the Town will make reasonable efforts to notify the donor of the memorial of the removal or relocation.

TOWN OF WINTER PARK MEMORIAL BENCH PROGRAM

November 2018

1. **BACKGROUND AND PURPOSE.** This purpose of this policy is to protect resources, values, and the visitor experience of Town parks and trails. Memorial benches must contribute to the parks and trails visitor experience and preserve the visual character of each setting. Memorial benches are subject to the Town of Winter Park Memorial Policy.
2. **CRITERIA.** Only individuals or families may be honored with a memorial bench. Organizations and groups will not be considered. The criteria for approval of a memorial bench are set forth in the Town of Winter Park Memorial Policy.
3. **TERM.** The term for a memorial bench is 10 years or the useful life of the bench, whichever comes first. At the end of the donation term, the Town may remove the bench or plaque. The donor may request to have the original plaque returned to them by contacting the Town. If bench removal is required due to deterioration or severe vandalism, the Town is not responsible for replacement of the bench. The plaque will either be installed on another bench, disposed of, or if requested, returned to the donor.
4. **SITE SELECTION.** The Town will accept requests for memorial bench installation locations, but the site selection is ultimately up to the Town, as set forth in the Town of Winter Park Memorial Policy.
5. **TYPE.** Memorial benches are constructed of durable, weather resistant materials which will require little maintenance and generally fit the style and development of the Town's parks and trails. The benches are intended to accept a small plaque identifying an individual honoree or a family. For each memorial bench, the Town of Winter Park Memorial Bench Request Form must be completed. Example:



6. **PLAQUE.** The Town will provide the donor of the memorial bench with information regarding obtaining the memorial plaque. The donor must procure a small metal plaque on a memorial bench to honor the individual or family memorialized, with a size of approximately 3" x 5". The Town will install the plaque on the bench. A marker that reads "Donated by a Friend of Winter Park" will identify benches donated anonymously. Example:



7. **COST.**

A. The donor is responsible for all costs associated with the bench. The donation amount includes the cost of the bench (inclusive of tax and shipping), the cost of installation, and the cost to have the plaque produced (established and paid directly to the vendor).

B. The current cost estimates (subject to change without notice) are as follows:

- i. Bench and installation: \$850 (includes mounting brackets);
- ii. Plaque: determined by vendor.

C. The Town is not seeking revenue from the sale and installation of memorial benches, but rather to be made whole from the actual costs of procurement and installation. Costs in excess of the estimates provided will be the responsibility of the donor. Costs of the bench and installation must be paid before installation occurs.

8. **INSTALLATION, OWNERSHIP AND MAINTENANCE.** Once the donation has been received and approved, the Town will purchase, provide, and install the bench. Order time for benches is approximately 6 weeks. Upon receipt of the bench, the Town requires a minimum of 2 weeks to arrange installation. All memorial benches are the property of the Town. The Town will provide for maintenance and repair of the bench during its useful life.

TOWN OF WINTER PARK

RESOLUTION NO. 2283
SERIES OF 2025

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WINTER PARK APPROVING A FIRST AMENDMENT TO THE DEVELOPMENT IMPROVEMENT AGREEMENT BETWEEN THE TOWN OF WINTER PARK AND HDC 398 SKI IDLEWILD ROAD, LLLP

WHEREAS, the Town of Winter Park (the "Town") and HDC 398 Ski Idlewild Road, LLLP ("Developer") (collectively the "Parties") previously entered into a Development Improvement Agreement on October 25, 2023, and recorded with the Grand County Clerk at Reception No. 2024002423 (the "Agreement");

WHEREAS, the Developer has completed the Public Improvements, as defined in the Agreement, which have been preliminarily accepted and are now reaching the end of the two-year warranty period set out in the Agreement;

WHEREAS, one of the required Public Improvements, River Road, is eligible for final acceptance but for one area of infrared patching of concern to the Town for which Developer is willing to provide an additional warranty and corresponding Performance Guarantee for three additional years; and

WHEREAS, the Parties desire to amend the Agreement to reflect these changes in accordance with the First Amendment to the Development Improvement Agreement, attached hereto (the "First Amendment").

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

Section 1. The Town Council hereby approves the First Amendment with the Developer in substantially the form attached hereto and authorizes the Town Manager to execute the same 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

FIRST AMENDMENT TO THE DEVELOPMENT IMPROVEMENT AGREEMENT

THIS FIRST AMENDMENT TO THE DEVELOPMENT IMPROVEMENT AGREEMENT (the "First Amendment") is made and entered into this 2nd day of December, 2025 (the "First Amendment Effective Date"), by and between the TOWN OF WINTER PARK, a Colorado municipal corporation with an address of P.O. Box 3327, 50 Vasquez Road, Winter Park, CO 80482 (the "Town") and HDC 398 SKI IDLEWILD ROAD, LLLP, a Colorado limited liability limited partnership with an address of 2100 Downing Street, Denver, CO 80205 ("Developer") (each a "Party" and collectively the "Parties").

WHEREAS, the Parties previously entered into a Development Improvement Agreement dated October 25, 2023, and recorded with the Grand County Clerk at Reception No. 2024002423 (the "Agreement");

WHEREAS, the Developer has completed the Public Improvements, as defined in the Agreement, which have been preliminarily accepted and are now reaching the end of the two-year warranty period set out in the Agreement;

WHEREAS, except as set forth below, the Town is prepared to certify final acceptance of most of the Public Improvements and to release the Performance Guarantee according to the terms of the Agreement;

WHEREAS, one of the required Improvements, River Road, is eligible for final acceptance but for one area of infrared patching of concern to the Town for which Developer is willing to provide an additional warranty and corresponding Performance Guarantee for three additional years; and

WHEREAS, the Parties desire to amend the Agreement to reflect the additional warranty period for the specified portion of River Road as set forth herein.

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

1. Section 7 of the Agreement is amended to label the original Section 7 as subsection (a) and to add the following new subsection (b) as follows:

7. Final Acceptance of Improvements.

a. Upon completion of the two (2) year warranty period set forth in Section 6, above, the Town shall inspect the applicable Improvements and certify with specificity their conformity or lack thereof to the Town's specifications. Developer shall make all corrections necessary to bring the Improvements into conformity with the Town's specifications. Upon determination by the Town that the Improvements conform with all of the Town's specifications, the Town shall accept the Improvements, or with respect to any Private Improvements, the Reviewing Authority will issue final certification with respect to the same. Developer shall convey the Public Improvements to the Town by bill of sale or special warranty deed as determined acceptable by the Town in its sole judgment.

Upon conveyance of the Public Improvements, Developer shall warrant that the title conveyed is marketable and its transfer rightful, subject to any "statutory exceptions."

b. Final Acceptance of Patched Area. For the portion of River Road identified in **Exhibit A-1**, attached hereto and incorporated herein (the "Patched Area"), Developer shall warrant it to be free of material defects in materials or workmanship for a period of three (3) years from the date of this First Amendment. Upon completion of this additional three (3) year warranty period, the Town shall inspect the Patched Area and certify with specificity its conformity or lack thereof to the Town's specifications. Developer shall make all corrections necessary to bring the Patched Area into conformity with the Town's specifications, which may include, if necessary in the Town's discretion, additional work on a larger segment of River Road surrounding the Patched Area to ensure the integrity of the surface of the roadway as a whole. Upon determination by the Town that the Patched Area conforms with all of the Town's specifications, the Town shall release the remaining Performance Guarantee.

2. Section 9 of the Agreement is amended by the addition of the following new subsection (g):

9. Performance Guarantee.

* * *

g. As of the First Amendment Effective Date, the Performance Guarantee shall be reduced to \$, which amount shall be held by the Town until it is released in writing by the Town following final inspection of the Patched Area after completion of the additional three (3) year warranty period.

3. This First Amendment shall be recorded in the real estate records of Grand County and shall be a covenant running with the Property.

4. Except as expressly modified by this First Amendment, the Agreement shall remain in full force and effect.

**TOWN OF WINTER PARK,
COLORADO**

3

Exhibit A-1

Map to be added prior to recording

TOWN OF WINTER PARK

RESOLUTION NO. 2284
SERIES OF 2025

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WINTER
PARK APPROVING A FIRST AMENDMENT TO THE DEVELOPMENT
IMPROVEMENT AGREEMENT BETWEEN THE TOWN OF WINTER PARK
AND ARROWHEAD WINTER PARK INVESTORS, LLC

WHEREAS, the Town of Winter Park (the "Town") and Arrowhead Winter Park Investors, LLC ("Developer") (collectively the "Parties") previously entered into a Development Improvement Agreement on May 6, 2025, and recorded with the Grand County Clerk at Reception No. 2025004555 (the "Agreement");

WHEREAS, the Developer is in the process of completing the Public Improvements, as defined in the Agreement;

WHEREAS, one of the required Public Improvements, River Road, has two areas of infrared patching of concern to the Town for which Developer is willing to provide an additional warranty and corresponding Performance Guarantee for three additional years; and

WHEREAS, the Parties desire to amend the Agreement to reflect this change in accordance with the First Amendment to the Development Improvement Agreement, attached hereto (the "First Amendment").

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

Section 1. The Town Council hereby approves the First Amendment with the Developer in substantially the form attached hereto and authorizes the Town Manager to execute the same 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

FIRST AMENDMENT TO THE DEVELOPMENT IMPROVEMENT AGREEMENT

THIS FIRST AMENDMENT TO THE DEVELOPMENT IMPROVEMENT AGREEMENT (the "First Amendment") is made and entered into this 2nd day of December, 2025 (the "First Amendment Effective Date"), by and between the TOWN OF WINTER PARK, a Colorado municipal corporation with an address of P.O. Box 3327, 50 Vasquez Road, Winter Park, CO 80482 (the "Town") and ARROWHEAD WINTER PARK INVESTORS, LLC, a Colorado limited liability company with an address of 5291 East Yale Avenue, Denver, CO 80222 ("Developer") (each a "Party" and collectively the "Parties").

WHEREAS, the Parties previously entered into a Development Improvement Agreement on May 6, 2025, and recorded with the Grand County Clerk at Reception No. 2025004555 (the "Agreement");

WHEREAS, the Developer is in the process of completing the Public Improvements, as defined in the Agreement;

WHEREAS, one of the required Public Improvements, River Road, has two areas of infrared patching of concern to the Town for which Developer is willing to provide an additional warranty and corresponding Performance Guarantee for three additional years; and

WHEREAS, the Parties desire to amend the Agreement to reflect the additional warranty period for the specified portions of River Road as set forth herein.

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

1. Section 5 of the Agreement is amended to label the original Section 5 as subsection (a) and to add the following new subsection (b) as follows:

5. Warranty.

a. Upon preliminary acceptance of the Public Improvements by the Town, Developer shall warrant any and all Public Improvements for a period of two (2) years from the date the Town grants preliminary acceptance of the Public Improvements. Developer shall be responsible for scheduling the necessary inspections for preliminary acceptance. Specifically, but not by way of limitation, Developer shall warrant that all Public Improvements are free of defects in materials or workmanship for a period of two (2) years, as stated above. Developer shall be responsible, at Developer's cost, to maintain all Public Improvements until such improvements are finally accepted and conveyed by the Town. The Town or a Town-accepted agency, association, or district will accept for maintenance all Public Improvements after the warranty period has expired, provided all warranty work has been completed. The Town shall accept for snow removal purposes only all dedicated public streets after preliminary acceptance has been granted in writing by the Town.

b. Upon preliminary acceptance of the two portions of River Road identified in **Exhibit A-1**, attached hereto and incorporated herein (the "Patched Areas"), by the Town, Developer shall warrant the Patched Areas for an additional period of three (3) years from the date the Town grants preliminary acceptance of the Patched Areas. Developer shall be responsible for scheduling the necessary inspections for preliminary acceptance. Specifically, but not by way of limitation, Developer shall warrant that the Patched Areas are free of defects in materials or workmanship for a period of three (3) years, as stated above. Developer shall be responsible, at Developer's cost, to maintain the Patched Areas until such improvements are finally accepted and conveyed by the Town. The Town or a Town-accepted agency, association, or district will accept for maintenance the Patched Areas after the additional 3-year warranty period has expired, provided all warranty work has been completed.

2. Section 6 of the Agreement is amended to label the original Section 6 as subsection (a) and to add the following new subsection (b) as follows:

6. Final Acceptance of Public Improvements.

a. Upon completion of the two (2) year warranty period set forth in Section 5(a) above, the Town shall inspect the Public Improvements and certify with specificity their conformity or lack thereof to the Town's specifications. Developer shall make all corrections necessary to bring the Public Improvements into conformity with the Town's specifications. Upon determination by the Town that the Public Improvements conform with all of the Town's specifications, the Town shall accept the Public Improvements. Developer shall convey the Public Improvements to the Town by bill of sale or special warranty deed as determined acceptable by the Town in its sole judgment. Upon conveyance of the Public Improvements Developer shall warrant that the title conveyed is marketable and its transfer rightful.

b. Final Acceptance of Patched Areas. Following final acceptance of the Improvements, Developer shall warrant the Patched Areas to be free of material defects in materials or workmanship for a period of three (3) years as set forth in Section 5(b), above. Upon completion of this additional three (3) year warranty period, the Town shall inspect the Patched Areas and certify with specificity their conformity or lack thereof to the Town's specifications. Developer shall make all corrections necessary to bring the Patched Areas into conformity with the Town's specifications, which may include, if necessary in the Town's discretion, additional work on larger segments of River Road surrounding the Patched Areas to ensure the integrity of the surface of the roadway as a whole. Upon determination by the Town that the Patched Areas conform with all of the Town's specifications, the Town shall release the remaining Performance Guarantee.

3. Section 8 of the Agreement is hereby amended by the addition of the following new subsection (g):

8. Performance Guarantee.

* * *

g. As of the date of final acceptance of the Public Improvements excluding the Patched Areas, the Performance Guarantee shall be reduced to \$ [REDACTED], which amount shall be held by the Town until it is released in writing by the Town following final inspection of the Patched Areas after completion of the additional three (3) year warranty period.

4. This First Amendment shall be recorded in the real estate records of Grand County and shall be a covenant running with the Property.

5. Except as expressly modified by this First Amendment, the Agreement shall remain in full force and effect.

**TOWN OF WINTER PARK,
COLORADO**

4

Exhibit A-1

Map to be added prior to recording

MEMO

TO Mayor and City Council
FROM Craig Rutherford, Finance Director
CC Sara Ott, Interim Town Manager
DATE November 18, 2025
RE Resolution adopting FY 26 budget

Background

Resolution 2282 provides a summary of the planned revenues and expenditures for each of the Town's funds and adopts the budget for FY 2026. The resolution is being introduced at the November 18, 2025 meeting but is not anticipated to be adopted until the December 2, 2025 meeting. Concurrently with the introduction of Resolution 2282, the Town will open the public hearing for the proposed budget. The Town Council is required to adopt the budget by resolution prior to the end of the current fiscal year.

Analysis

Resolution 2282 adopts the planned budget for the Town of Winter Park for fiscal year 2026. The formation of the budget started in May of this year when the Town Council set the future direction for the Town at their annual retreat. Staff has taken that direction, with additional input and guidance received from the Council at periodic workshops and prepared the FY 26 budget which is presented for the Council's consideration.

The FY 26 budget was initially overviewed with the Town Council at the November 18th Council workshop. The proposed Capital Improvement Plan and equipment replacement schedules were discussed with Council during earlier workshops, with the direction being incorporated into the budget being presented for consideration.

Concurrent with the consideration of the budget resolution, as required by Section 9.5 of the Town Charter, the Council will open a public hearing for citizen comments on the proposed budget. Because the budget is being introduced at the November 18th meeting, staff recommends Resolution 2282 and the public hearing be continued until the December 2nd, 2025 meeting. This will allow additional time for members of the public to review the budget as being presented.

Resolution 2282 provides a summary of the revenues and expenditures for each of the Town's funds. The planned budget for fiscal year 2026 includes the following anticipated revenues and expenditures:

<u>Estimated Revenues</u>	
General Fund	16,160,000
Law Enforcement Fund	5,058,053
Transit & Trails Fund	12,875,000
Affordable Housing Fund	2,777,044
Capital Projects Fund	7,851,367
Conservation Trust Fund	10,500
Open Space Fund	2,000
Building Services Fund	565,000
<u>Estimated Expenditures</u>	
General Fund	26,074,695
Law Enforcement Fund	5,059,981
Transit & Trails Fund	13,822,407
Affordable Housing Fund	2,775,024
Capital Projects Fund	7,619,367
Conservation Trust Fund	5,000
Open Space Fund	-
Building Services Fund	564,680

The proposed budget as presented fulfills the requirement of the Town Charter for the Town Manager to prepare and present a recommended budget for the Town Council's consideration. The Council is welcome to amend the proposed budget as desired prior to the budget's adoption. Staff will be glad to spend as much time and go into as much detail as desired in presenting the proposed FY 2026 budget.

Recommendation

The adoption of Resolution 2282 will adopt the planned budget for the Town of Winter Park for fiscal year 2026.

Should the Town Council wish to approve Resolution 2282, adopting a budget for the Town of Winter Park for fiscal year 2026, the following motion should be made:

I move to approve Resolution 2282 adopting a budget for the Town of Winter Park for fiscal year 2026 as presented.

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



I move to deny Resolution 2282 adopting a budget for the Town of Winter Park for fiscal year 2026 as presented.

If a proposed budget for fiscal year 2026 is not adopted by resolution prior to the end of the fiscal year, the previous year's budget would be considered to be the adopted budget.

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

TOWN OF WINTER PARK
RESOLUTION NO. 2282
SERIES OF 2025

A RESOLUTION SUMMARIZING REVENUE AND EXPENDITURES FOR EACH FUND AND
ADOPTING A BUDGET FOR THE TOWN OF WINTER PARK, COLORADO FOR
THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2026 AND
ENDING ON THE LAST DAY OF DECEMBER 2026

WHEREAS, Section 9.3 of the Town of Winter Park Home Rule Charter provides that the Town Manager prepare and submit a proposed Budget to the governing body; and

WHEREAS, Sara Ott, Interim Town Manager, has submitted a proposed Budget to the governing body for its consideration; and

WHEREAS, upon due and proper Public Notice, said proposed Budget was open for inspection by the public at a designated place, a public hearing was opened on November 18th, 2025. The public hearing was continued to December 2nd, 2025, and interested taxpayers were given the opportunity to file or register any objections to the proposed Budget.

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

Section 1. That estimated revenues and expenditures for each fund are as follows:

Estimated Revenues

1	General Fund	16,160,000
2	Law Enforcement Fund	5,058,053
3	Transit & Trails Fund	12,875,000
4	Affordable Housing Fund	2,777,044
5	Capital Projects Fund	7,851,367
6	Conservation Trust Fund	10,500
7	Open Space Fund	2,000
8	Building Services Fund	565,000

Estimated Expenditures

1	General Fund	26,074,695
2	Law Enforcement Fund	5,059,981
3	Transit & Trails Fund	13,822,407
4	Affordable Housing Fund	2,775,024
5	Capital Projects Fund	7,619,367
6	Conservation Trust Fund	5,000
7	Open Space Fund	-
8	Building Services Fund	564,680

Section 2. That the Budget as submitted, amended and herein above summarized by fund, hereby is approved and adopted as the Budget of the Town of Winter Park for the year stated above.

APPROVED AND PASSED this ___ day of December 2026, by a vote of _____ to _____.

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk

MEMO

TO Town Council
FROM Craig Rutherford, Finance Director
CC Sara Ott, Interim Town Manager
DATE December 2, 2025
RE 2026 Property Tax Mill Levy Resolution

In order to levy general property taxes in accordance with the local Government budget law and the Home Rule Charter of the Town, we are requesting Town Council certify the tax levy for the 2026 budget year in order to balance the budget and meet the general operating expenses of the Town. The Grand County Assessor certified the total gross and net assessed valuation of \$300,934,255. The mill levy will be set at 3.765 mills (1.765 general operating mill and 2.000 natural resources/forestry mills) upon each dollar of the total valuation for assessment of all taxable property within the Town of Winter Park. The total estimated revenue generated from the mill levy assessment will be \$1,133,017 as calculated on the net valuation.

Recommended Motion

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

I move to approve the levying of property taxes to help defray the costs of government for the Town of Winter Park, Colorado for the purposes of meeting general operating expenses of the Town of Winter Park during the 2026 budget year. There is hereby levied a tax of 3.765 mills upon each dollar of the total valuation for assessment of all taxable property within the Town of Winter Park, and;

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

TOWN OF WINTER PARK

RESOLUTION NO. 2285
SERIES OF 2025

A RESOLUTION LEVYING PROPERTY TAXES FOR THE YEAR 2025
TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE
TOWN OF WINTER PARK, COLORADO FOR THE 2026 BUDGET

WHEREAS, the Town Council of the Town of Winter Park adopted the 2026 annual budget on December, 2 2025, in accordance with the local Government Budget law and the Home Rule Charter of the Town of Winter Park;

WHEREAS, the amount of money necessary to balance the budget for general operating purposes from property tax revenue is \$1,133,017; and

WHEREAS, the most recent 2025 valuation for assessment for the Town of Winter Park, as certified by the Grand County Colorado Assessor is \$300,934,255.

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

Section 1. That for the purposes of meeting general operating expenses of the Town of Winter Park during the 2026 budget year, there is hereby levied a tax of 3.765 mills upon each dollar of the total valuation for assessment of all taxable property within the Town of Winter Park for the year.

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

APPROVED AND PASSED this ____ day of December, 2025, by a vote of ____ to ____.

TOWN OF WINTER PARK

Nick Kutumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk

CERTIFICATION OF TAX LEVIES for NON-SCHOOL Governments**TO:** County Commissioners¹ of _____, Colorado.On behalf of the _____,
(taxing entity)^Athe _____,
(governing body)^Bof the _____,
(local government)^C**Hereby** officially certifies the following mills
to be levied against the taxing entity's GROSS \$ _____
assessed valuation of: (GROSS^D assessed valuation, Line 2 of the Certification of Valuation Form DLG 57^E)**Note:** If the assessor certified a NET assessed valuation
(AV) different than the GROSS AV due to a Tax
Increment Financing (TIF) Area^F the tax levies must be \$ _____
calculated using the NET AV. The taxing entity's total
property tax revenue will be derived from the mill levy
multiplied against the NET assessed valuation of: (NET^G assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)
**USE VALUE FROM FINAL CERTIFICATION OF VALUATION PROVIDED
BY ASSESSOR NO LATER THAN DECEMBER 10****Submitted:** _____ for budget/fiscal year _____.
(no later than Dec. 15) (mm/dd/yyyy) (yyyy)**PURPOSE** (see end notes for definitions and examples)**LEVY²****REVENUE²**

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

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

Signed: _____ Title: _____

*Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-1-113 C.R.S., with the
Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203. Questions? Call DLG at (303) 864-7720.*¹ If the *taxing entity's* boundaries include more than one county, you must certify the levies to each county. Use a separate form
for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.² Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of
Form DLG57 on the County Assessor's **FINAL** certification of valuation).

CERTIFICATION OF TAX LEVIES, continued

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

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

CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:

BONDS^J:

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

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

CONTRACTS^K:

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

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

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

Notes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

New Tax Entity? ☐ YES ☒ NO**CERTIFICATION OF VALUATION BY**
Grand County COUNTY ASSESSOR

Date 08/21/2025

NAME OF TAX ENTITY: WINTER PARK, TOWN OF**USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATION ("5.5%" LIMIT) ONLY**

IN ACCORDANCE WITH 39-5-121(2)(a) and 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2025:

1.	PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	1.	\$ 280,816,130
2.	CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: ‡	2.	\$ 300,934,255
3.	LESS TOTAL TIF AREA INCREMENTS, IF ANY:	3.	\$ 0
4.	CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	4.	\$ 300,934,255
5.	NEW CONSTRUCTION: *	5.	\$ 6,154,670
6.	INCREASED PRODUCTION OF PRODUCING MINE: ≈	6.	\$ 0
7.	ANNEXATIONS/INCLUSIONS:	7.	\$ 533,860
8.	PREVIOUSLY EXEMPT FEDERAL PROPERTY: ≈	8.	\$ 0
9.	NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b), C.R.S.): Φ	9.	\$ 0
10.	TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(a), C.R.S.). Includes all revenue collected on valuation not previously certified:	10.	\$ 0.00
11.	TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a), C.R.S.) and (39-10-114(1)(a)(I)(B), C.R.S.):	11.	\$ 4,342.52

‡ This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec. 20(8)(b), Colo. Constitution

* New Construction is defined as: Taxable real property structures and the personal property connected with the structure.

≈ Jurisdiction must submit to the Division of Local Government respective Certifications of Impact in order for the values to be treated as growth in the limit calculation; use Forms DLG 52 & 52A.

Φ Jurisdiction must apply to the Division of Local Government before the value can be treated as growth in the limit calculation; use Form DLG 52B.

USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY

IN ACCORDANCE WITH ART.X, SEC.20, COLO. CONSTUTION AND 39-5-121(2)(b), C.R.S., THE Grand County ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2025:

1.	CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: ¶	1.	\$ 3,764,275,340
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ADDITIONS TO TAXABLE REAL PROPERTY

2.	CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: *	2.	\$ 91,891,521
3.	ANNEXATIONS/INCLUSIONS:	3.	\$ 2,127,700
4.	INCREASED MINING PRODUCTION: §	4.	\$ 0
5.	PREVIOUSLY EXEMPT PROPERTY:	5.	\$ 810,270
6.	OIL OR GAS PRODUCTION FROM A NEW WELL:	6.	\$ 0
7.	TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX	7.	\$ 0

WARRANT: (If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.)

DELETIONS FROM TAXABLE REAL PROPERTY

8.	DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	8.	\$ 0
9.	DISCONNECTIONS/EXCLUSIONS:	9.	\$ 0
10.	PREVIOUSLY TAXABLE PROPERTY:	10.	\$ 1,878,060

¶ This includes the actual value of all taxable real property plus the actual value of religious, private school, and charitable real property.

* Construction is defined as newly constructed taxable real property structures.

§ Includes production from new mines and increases in production of existing producing mines.

IN ACCORDANCE WITH 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS:

TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY **\$ 3,789,587,890**

IN ACCORDANCE WITH 39-5-128(1.5), C.R.S., THE ASSESSOR PROVIDES:

HB21-1312 ASSESSED VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): ** **\$ 335,460**

** The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119.5(3), C.R.S.

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

USE FOR STATUTORY PROPERTY TAX LIMIT CALCULATION ("5.25%" LIMIT) 29-1-1703, C.R.S.

IN ACCORDANCE WITH §§ 39-5-121(2)(a) and 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2025 :

1. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION:	1. \$300,934,255
2. LESS TOTAL TIF AREA INCREMENTS, IF ANY:	2. \$0
3. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	3. \$300,934,255
4. NEW CONSTRUCTION:	4. \$6,154,670
5. ANNEXATIONS/INCLUSIONS:	5. \$533,860
6. PREVIOUSLY EXEMPT PROPERTY:	6. \$50,670
7. TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(a), C.R.S.). Includes all revenue collected on valuation not previously certified:	7. \$0.00
8. INCREASED VALUATION FOR ASSESSMENT ATTRIBUTABLE TO A CHANGE IN LAW FOR A PROPERTY TAX CLASSIFICATION:	8. \$0
9. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a), C.R.S.) and (39-10-114(1)(a)(I)(B), C.R.S.):	9. \$4,342.52
10. TOTAL PRODUCING MINES, OR PRIMARY OIL OR GAS PRODUCTION:	10. \$0
11. REVENUE INCREASE FROM EXPIRED TIF:	11. \$0

Notes:

The property tax limit will apply to all property taxing entities with the exception of school districts, city and county, city, or town that has adopted a home rule charter (29-1-306(1)(b), C.R.S.). The revenue limit applies to any property taxing entities that have authority to exceed current 5.5% and the TABOR limit.

The Division of Local Government ("the Division") has developed technical assistance resources to assist taxing entities with the calculation of the property tax limit available online [here](https://dlg.colorado.gov/budget-information-and-resources) (https://dlg.colorado.gov/budget-information-and-resources). Please understand that the Division has no statutory or administrative role in calculating or enforcing the property tax limit, and each taxing entity's revenue limits and voter approval history may be unique. The technical assistance resources provided by the Division with regard to the property tax limit are not definitive and not legal advice. Taxing entities may choose to calculate the property tax limit with a methodology that is different from the methodology presented in the Division's technical assistance resources. The Division always recommends that taxing entities consult with an attorney in order to understand and apply the various statutory and constitutional revenue limits that may apply to that taxing entity.

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

MEMO

TO Town Council

FROM Brian P. Kelly, Senior Planner

THROUGH James Shockey, AICP, Community Development Director

DATE November 18, 2025 - First Reading
December 2, 2025 - Second Reading

RE Amendment to UDC Title 7, Chapter 3, Article 3.J *Signs* (PLN25-087)

Background:

The Unified Development Code (the "UDC") Sec. 5-C-1 states an amendment to the text of the Unified Development Code (UDC) may be initiated by Town staff, a citizen of the Town, the Planning Commission, or by the Town Council. Per direction from Town Council, Town staff is requesting to amend UDC Article 3.J *Signs* to establish sign permit requirements and standards.

Article 3.J *Signs* of the UDC makes reference to Title 6 in the Town Code of Ordinances for submittal requirements and procedures for approval as it relates to Building Regulations and specifically Chapter 2 *Sign Code* and Chapter 2A *Village Center Neighborhood Signage Code*.

Town staff has been given guidance to incorporate the two (2) separate chapters into one (1) regulation standard that would be more appropriately contained within Title 7 *Unified Development Code*, regulating all development standards within the legal boundaries of the Town of Winter Park.

The UDC adopted provisions are for the purposes (UDC§1-A-4) of not only promoting the public health, safety, and welfare of the citizens of the Town, but for the applicable purposes of:

1. Implementing the 2019 Imagine Winter Park Town Plan (the "Comprehensive Plan");
2. Guiding the future growth and economic development of the Town while balancing the protection of community resources and individual property rights;
3. Achieving orderly, functional, and attractive development through land use and subdivision controls;
4. Enhancing the special characteristics of the Town's natural and built environments;
5. Creating a unique sense of place through proactive planning and contemporary regulations;

Analysis

Town Staff has extensively reviewed the existing Sign Code and through comparative analysis of other jurisdictions that have updated their sign regulations. In addition, Town Staff has held numerous workshops with the Planning Commission, Town Council, and community members, receiving their feedback and incorporating further suggestions into the development of the draft sign code amendment (attached).

Staff has been working with legal counsel to draft language that consolidates and updates Chapters 2 and 2A of Title 6 of the Town Code regulating signs and placing the sign code regulations into Article 3.J of Title 7. Article 3.J of the UDC will regulate signs for all properties within the legal boundaries of the Town of Winter Park.

The extensive revisions of Article 3.J further required amending additional articles of the UDC related to sign regulations, including:

1. Article 5.B *Standardized Development Review Procedures* – Table 5-B-3
 - a. Strike Sign Permit in Village Sign District
 - b. Add Master Sign Program Application Review procedure
2. Article 5.E *Site Development and Permit Decisions*
 - a. Provide language to Section 5-E-8 *Sign Permit* to include Administrative Sign Permit Review and Master Sign Program Permit Review
 - b. Strike Section 5-E-9 *Sign Permit in Village Sign District*
3. Article 6.F *Nonconforming Signs*
 - a. Strike language reserving section
 - b. Provide language to Article 6.F. to include reference to Section 3-J-3(I) regulating Non-Conforming Signs.
4. Article 7.C *Definitions* – adding definitions
 - a. Display Case
 - b. Mural
 - c. Sign Area

§ 5-B-8 Public Notice Requirements:

This Text Amendment Application has had proper public notification pursuant to § 5-B-8 of the UDC. A Newspaper Publication (PUB) was published in the Sky-Hi News and Middle Park Times on October 29, 2025 providing notification of the hearing and requesting comments.

No comments have been received as of November 24, 2025.

Planning Commission Recommendation:

The Planning Commission reviewed the Text Amendment at a Public Hearing on November 12, 2025. The Commission unanimously (vote 6 – 0, with one absentee) recommended approval as it was drafted with additional amendments to the above referenced articles.

Staff Recommendation:

Staff recommends the Town Council approve Ordinance 639, Series 2025, an Ordinance of the Town of Winter Park Amending Title 7 of the Winter Park Town Code regarding Sign Regulation within Article 3.J *Signs* and related articles as described above.

Sample Motion for Approval:

I move to approve Ordinance 639, Series 2025, an Ordinance of the Town of Winter Park amending Title 7 of the Town of Winter Park Code within Article 3.J *Signs* and related articles as described for the purposes of providing sign regulation.

Sample Motion for Denial:

I move to deny Ordinance 639, Series 2025, an Ordinance of the Town of Winter Park amending Title 7 of the Town of Winter Park Code within Article 3.J *Signs* and related articles as described, specifically: **[articulate specific reasons for denial of the ordinance]**.

TOWN OF WINTER PARK

ORDINANCE NO. 639
SERIES OF 2025

AN ORDINANCE OF THE WINTER PARK TOWN COUNCIL REPEALING CHAPTER 2 AND 2A OF TITLE 6 OF THE WINTER PARK TOWN CODE, REPEALING AND REENACTING ARTICLE 3.J., SECTION 5-E-8 AND ARTICLE 6.F. OF TITLE 7 OF THE WINTER PARK TOWN CODE, REPEALING SECTION 5-E-9 OF TITLE 7 OF THE WINTER PARK TOWN CODE, AND AMENDING DEFINITIONS RELATED THERETO, ALL REGARDING SIGN REGULATIONS

WHEREAS, the Town Council desires to amend the Town's sign regulations to comply with recent United States Supreme Court decisions and to simplify the regulations.

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

Section 1. Chapter 2 of Title 6 of the Town Code of Winter Park is hereby repealed in its entirety.

Section 2. Chapter 2A of Title 6 of the Town Code of Winter Park is hereby repealed in its entirety.

Section 3. Article 3.J. of Title 7 of the Town Code of Winter Park (the "UDC") is hereby repealed in its entirety and reenacted as follows:

**ARTICLE 3.J.
SIGNS**

3-J-1: Purpose

The purpose of this Article is to establish reasonable, content-neutral regulations governing the design, location, construction, installation, operation, repair, and maintenance of signs within the Town. These regulations are intended to:

A. Protect constitutionally guaranteed free speech by applying all standards in a fair, consistent, and content-neutral manner.

B. Balance the communication needs of individuals, businesses, and organizations with the Town's goals to:

1. Ensure public safety by minimizing visual distractions and hazardous sign placement that could affect motorists, cyclists, or pedestrians;
2. Reduce sign clutter and prevent obstruction of the public right-of-way;
and

3. Promote the free flow of traffic while preventing hazards related to poor sign maintenance or placement.
- C. Preserve and enhance the Town's scenic beauty, community character, and compatibility with surrounding land uses.
- D. Support economic vitality by maintaining a visually attractive environment for residents, visitors, and businesses.
- E. Provide clear, enforceable regulations that ensure fair, timely, and consistent permitting and enforcement processes.

3-J-2: Applicability

This Article shall apply to the display, construction, installation, alteration, use, location, operation, and maintenance of all signs within the Town except as stated in § 3-J-3(B) below.

3-J-3: Permit Requirements

A. Permit Required.

1. A sign permit shall be required for all signs installed, altered, constructed, reconstructed, relocated, or replaced unless specifically exempted under Subsection B below.
2. A permit is required for any substantial improvement of a property which will involve signage.
3. A permit is required for sign conversions, including:
 - a. Conversion of a temporary sign to a permanent sign; and
 - b. Alternation of a nonconforming sign (see § 3-J-3(I)).
4. A permit is required for any sign, temporary or permanent, that is:
 - a. Greater than six (6) square feet (SF) in area; or
 - b. Displayed for more than ninety (90) consecutive days.
5. Tourist Oriented Directional Signs ("TODS") – Resolution 1306, Series 2011.

B. Permit Not Required. The following signs are exempt from permitting requirements, unless specifically required by another section of this Article:

1. Government and wayfinding signs.
2. Signs required by federal, state, or local law.

3. Signs required by applicable building codes (e.g. address numbers).
4. Warning signs not exceeding four (4) SF in area.
5. Interior signs, including any sign inside a building not attached to a window or door.
6. Signs in display cases that do not exceed four (4) SF in area (subject to § 3-J-4(E)).
7. Small signs that are less than one (1) and one-half (1.5) square feet.
8. Temporary signs (subject to § 3-J-4(B)).
9. Flags (subject to § 3-J-4(E)).
10. Vehicle signage, provided:
 - a. Signs are permanently or magnetically attached to motor vehicles or trailers which are being operated or stored in the normal course of business, such as signs on delivery trucks, provided that:
 - i. The primary purpose of such vehicles is not for the display of signs; and
 - ii. Vehicles are parked or stored in areas appropriate for their uses.
 - b. Construction trailers, provided that:
 - i. A valid building permit has been issued for the site where the trailer is stored; and
 - ii. The trailer is not used as static signage.
11. Holiday decorations that are clearly incidental and customary to the associated event.
12. Murals.

C. Actions Not Requiring a Sign Permit.

1. Replacement of window signs without increasing sign area.
2. Maintenance, such as touch-up painting, repair, or repainting of existing sign content.

D. Prohibited Signs. Unless explicitly allowed elsewhere in this Article, the following signs are prohibited:

1. Any sign installed without a valid permit, or in violation of permit conditions.
2. Any sign that is specifically prohibited by the provisions of this Article.
3. Flashing, rotating, or intermittently illuminated signs.
4. Internally illuminated signs placed on the exterior of a building, or within five (5) FT of a window inside a building. This excludes signs not to exceed one (1) and one-half (1.5) SF.
5. Unauthorized electronic message and digital displays ("EMD"). Signs using digital displays or other means to present images or messages. These signs typically use light emitting diode ("LED"), liquid crystal display ("LCD"), plasma or other technology to present a series of still images, full motion animation, or other text messages.
6. Billboards, pennants, streamers, balloons, search lights, strobe lights, beacons, inflatable signs, costumed characters and similar devices.
7. Flutter flags, unless permitted by special event permit.
8. Hazardous or distracting signs that pose a safety hazard or create a distraction due to:
 - a. Location, size, construction, or manner of illumination; or
 - b. Resemblance to traffic control devices or signals.
9. Roof-mounted signs projecting above the highest point of the roofline, parapet, or fascia vertically aligned with the sign area.
10. Signs that contain any obscene wording or images.
11. Signs emitting smoke, sound, or visual effects (e.g., glare).
12. Unsafe or structurally unsound signs.
13. Human carried or walking signs.
14. Vending machines visible from public rights-of-way.
15. Snipe signs (e.g., attached to poles, trees, or fixtures).
16. Abandoned signs remaining after thirty (30) days of business closure.
17. Unauthorized banner signs (§ 3-J-4(C) *Banners*).
18. Signs that obstruct doorways, windows, or fire escapes.

19. Signs that resemble an official marker installed by the Town, state, or any governmental agency.

20. Signs by reason of positioning, shape, or color that would conflict with the proper functioning of any traffic sign or signal, or would impair or cause confusion of vehicle or pedestrian traffic.

E. **Prohibited Locations.** Signs shall not be placed:

1. Off-site.
2. Within sight distance triangles or in a way that obstructs visibility.
3. In areas that block pedestrian or vehicle movement.
4. Over ingress and egress points.
5. Where glare or visibility obstructions pose safety risks.
6. In unsafe or inappropriate locations, including:
 - a. Public property or rights-of-way, such as streets, medians, sidewalks, utility traffic poles;
 - b. Natural features, such as landscaping, rocks, or trees; and
 - c. Utility easements or public infrastructure without authorization.

F. **Prohibited Obstructions.** Signs shall not obstruct:

1. Building ingress or egress, including doors, egress windows, or fire escapes.
2. Operable windows (with regard to movement only; obstruction of transparency is allowed as provided herein).
3. Equipment, structures, or architectural elements that are related to public safety, building operations, or utility service (e.g., standpipes, downspouts, fire hydrants, electrical outlets, lighting, vents, valves, and meters)

G. **Master Sign Program ("MSP").**

1. Required for any development with three (3) or more tenants or businesses of a structure or series of structures platted within the same development.
2. Must be approved by the Planning Commission prior to issuance of any individual sign permits.

3. Pre-application conference is required before submittal of an MSP plan to review design standards, procedures, and the proposed plan.
4. Must demonstrate a unified design theme to promote visual harmony among all signs, buildings, and related site elements.
5. The plan must utilize compatible colors, materials, construction methods, scale, and backgrounds.
6. The plan must indicate the size and location of all proposed signs, and must coordinate a minimum of three (3) of the following elements:
 - a. Color(s);
 - b. Shape;
 - c. Mounting;
 - d. Lighting;
 - e. Lettering style;
 - f. Graphics; and
 - g. Materials.
7. The total sign area permitted under the MSP shall comply with the size limitations set forth in this Code. Sign area shall not be transferred or allocated between businesses.
8. The MSP must provide a Sign Area allocation table.
9. The MSP must be updated each time a new sign permit is submitted for any tenant or building within the development.
10. Signs governed by a Homeowners Association, Design, or Architectural Review Board or special district shall:
 - a. Provide a continuity of design to the aggregate;
 - b. Be proportioned to the building space allowed;
 - c. Be compatible in design with each other; and
 - d. Such continuity and proportion shall be subject to review by the appropriate administrative body.

H. **Building and Fire Codes.** Signs shall comply with applicable building and fire codes as adopted and amended.

I. Non-Conforming Signs.

1. Any sign installed prior to the enactment of this article and in accordance with the Town approval process that does not conform to the provisions set forth herein (as determined by UDC § 5-E-8), or is located in newly annexed territory shall be designated as nonconforming.

2. Any sign which has been determined to be nonconforming may continue in use and operation as a nonconforming sign pending the following provisions:

a. Nonconforming signs that are not maintained, at the discretion of the Director, shall be removed (UDC § 3-J-3(L)).

b. Nonconforming signs shall be brought into conformance at the time that a represented business changes ownership, thereby requiring a new sign.

c. Nonconforming signs shall not be relocated in whole or in part to any portion of the lot where the sign is located.

d. The property with a nonconforming sign is not undergoing any substantial improvements.

e. Nonconforming temporary signs shall be removed immediately.

3. All nonconforming signs shall be removed by January 1, 2031.

4. Existing nonconforming neighborhood or subdivision monuments approved by a Sign Permit Application approval within the last ten (10) years prior to the adoption of this article and that meet the provisions of § 3-J-3(I.2) may request an exemption from the Director.

J. Obsolete or Abandoned Signs.

1. Any sign, including those incorporated into a complex identification monument, that advertises or identifies a business, product, service, or activity no longer located or operating on the premises shall be deemed obsolete and shall be removed by the property owner or responsible party within thirty (30) days of the cessation of such business, product, service, or activity.

2. Nonconforming obsolete or abandoned signs shall be immediately removed.

K. Maintenance.

1. All signs shall be maintained in a structurally sound and safe condition, and shall not pose a hazard to the public health, safety, or welfare due to

damage, deterioration, inadequate maintenance, or exposure to electrical shock. Sign surfaces shall be kept clean, neatly painted, and free of damage, fading, peeling, or other visible signs of neglect.

2. The Director shall have the authority to require the repair, repainting, maintenance, or removal of any sign determined to be unsafe, unsightly, or in disrepair. Upon such determination, the Director shall issue written notice to the sign owner at the address listed on the sign permit via certified mail, return receipt requested.

3. If corrective action is not taken within thirty (30) days of receipt of the notice, the Director may order the sign to be removed or repaired at the owner's expense. The costs incurred by the Town for such action may be charged to the property owner, and may constitute a lien on the property if not paid within the prescribed time.

3-J-4: Specific Sign Standards

A. **General.** All signs for which a permit is required under this Article shall comply with the following general design and placement standards.

1. *Architectural Integration.* Signs shall be designed as subordinate architectural elements, and shall complement the design, scale, materials, and character of the principal structure.

2. *Facade Visibility.* Freestanding signs shall not obstruct architectural features, patterns, or design elements of building façades, and shall be situated to maintain visibility and harmony with adjacent structures.

3. *Zoning Compatibility.* All signage shall be consistent with the character and intent of the zoning district in which it is located, and shall reflect the development standards, land use goals, and aesthetic objectives of the Town.

B. **Temporary Sign Standards.** Temporary signs are subject to the following limitations and standards:

1. *Permit Requirement.* A temporary sign does not require a permit unless otherwise specified in this Article.

2. *Display Duration.* Temporary signs shall not be displayed for more than ninety (90) consecutive days within a calendar year.

3. *Quantity.* No more than one (1) temporary sign shall be installed per property without a permit, unless otherwise authorized by this Article.

4. *Size.* The maximum allowable sign area is six (6) SF per sign face, including not more than one (1) rider sign attached. The rider sign shall not exceed six (6) inches in height by twenty-four (24) inches in width.

5. *Height.* Temporary signs shall not exceed five (5) FT in height, as measured from the finish grade at the base of the sign.

6. *Event-Related Signage.* Temporary signs associated with a permitted public event may be displayed for up to twenty-one (21) days prior to the event, and must be removed no later than seven (7) days following the event.

7. *Construction Site Signage.*

a. One (1) temporary sign is allowed per approved construction site.

b. Subdivision temporary construction signs shall not exceed twenty-four (24) SF in area, unless they are integrated into construction fencing, in which case this limitation shall not apply.

c. Temporary single lot construction signs shall not exceed six (6) SF per sign face.

8. *Location.* Temporary signs shall be located behind the setback and outside the public right-of-way.

9. *Illumination and Electronics.* Temporary signs shall not be illuminated, nor shall they contain electronic components, digital displays, or projected images.

10. *Materials.* All temporary signs shall be constructed of durable, weather-resistant materials suitable for the intended duration of display.

C. **Banners.** Banners may be permitted for public events or limited-duration commercial activities upon sign permit application and written approval by the Director. The Director may impose reasonable conditions related to:

1. Location;
2. Height and support;
3. Materials and structural integrity; and
4. Duration and timing of display.

D. **Flag Standards.**

1. A maximum of three (3) flags is permitted per property.
2. Each flag shall not exceed twenty-five (25) square feet in area.
3. Flags shall:
 - a. Be mounted to a permanent pole or structure;

- b. Maintain a minimum of eight (8) FT of vertical clearance from the nearest pedestrian travelway elevation; and
- c. Flags affixed to poles shall not exceed twenty (20) FT in height.

E. **Non-Residential Sign Standards.**

1. *General.* Unless specifically excluded by this Article, all signs displayed shall be included in determining the total sign area for a building.

2. *Total Aggregate Square Footage.*

a. The maximum allowable tenant sign area shall be determined by the width of the storefront façade. The sign area shall not exceed thirty-two (32) SF total aggregate SF allowed (see § 3-J-4(E.3)).

b. One (1) SF of sign area for each three (3) Lineal Feet (LF) of tenant storefront façade.

3. *Maximum Sign Size Entitlement.* Each business is entitled to one (1) sign per street frontage not to exceed twenty-four (24) SF per face and total aggregate sign area of thirty-two (32) SF, so long as all other requirements of this Section are met.

4. *Number of Signs.* The number of signs shall not exceed a total of two (2) signs per business per frontage, and may be a combination of the following:

a. *Freestanding Sign.* One (1) per structure (see *Facility Identification Sign*). Freestanding signs shall be located on private property out of the public right-of-way and shall not exceed ten (10) FT above nearest primary pedestrian travelway elevation. A sandwich board sign shall be allowed only if located entirely on private property. The area greater than six (6) SF of one side of a sandwich board (permit required) shall count towards the total signage allowed for the business, and all other sections of this code shall apply.

b. *Projecting Sign (Including Awnings and Canopies).* Extension of projecting signs shall be restricted by the UDC § 3-A-7(H) *Setbacks* from the building wall, and be provided the setback reductions allowed by canopy or marquee architectural element as shown in Table 3-A-7 *Setback Reductions for Building Elements, Equipment, and Structures*. A minimum clearance of eight (8) FT is required from the nearest primary pedestrian travelway elevation.

c. *Wall Sign.* No area of a wall sign shall be in the same plane as a projecting sign on any one (1) building wall.

d. *Window sign.* Any window sign square footage shall be subtracted from the total aggregate square footage permitted. Window

signs are limited to a maximum of twenty-five (25%) percent of window area with no one window being covered more than thirty-three (33%) percent.

5. *Multiple Use Facility.* All multi-use facilities of three (3) or more tenants or businesses will require a MSP Permit.

a. For multiplex properties where the maximum sign area entitlement may be applicable, maximum individual sign size shall be limited to the sizes permitted by the MSP.

b. Each business activity or tenant shall be authorized to utilize, within the limits established by this Article, a combination of any two (2) of the aforementioned sign types (excluding *Free Standing*, see *Multiple Use Facility Sign*) on each building façade served by a public entrance. The combined area of these signs shall not exceed the allowable total aggregate sign area per MSP.

c. *Facility Identification Sign.*

i. Prohibited for individual lots containing less than three (3) non-residential units.

ii. Total sign area shall not exceed sixty (60) SF.

iii. Sign area of individual tenants or businesses shall not exceed six (6) SF per sign face. Sign area is exempt from total aggregate sign area for an individual business tenant.

iv. Facility identification incorporated into the sign structure shall not exceed one-third (1/3) cumulative sign area of all tenants.

v. Sign structure shall not exceed a height of ten (10) FT above the nearest primary pedestrian travelway elevation.

d. The following signs are exempt from the total aggregate sign area for an individual business tenant, but are subject to the limitations of this Article:

i. Primary building identification sign;

ii. Secondary building identification sign; and

iii. Building directory.

6. *Display Cases.* Each restaurant, bar, or lounge may have one display case designed to be viewed by occupants or users of the property, and shall not be generally legible outside property limits. If the size of the sign box is

four (4) SF or less, the display case size shall not count as sign area. If the size of the sign box exceeds four (4) SF, the area of the sign box more than four (4) SF will be calculated in allowable aggregate sign area.

7. *Sandwich Board (A-Frame).*

- a. One (1) sandwich board sign is permitted per business.
- b. The maximum allowable sign area is six (6) SF per sign face.
- c. Signs shall be located entirely on private property within ten (10) feet of a primary pedestrian entrance.
- d. Signs shall be removed during non-business hours and during adverse weather conditions.
- e. Sandwich board signs are prohibited within the public right-of-way.

F. **Residential Sign Standards.**

1. *General.* Permanent signs are prohibited in all Residential Zoning Districts, unless explicitly permitted by this Article.

2. *Multi-Family Residential.* Multi-Family Residential structures that have more than four (4) units may obtain a MSP Permit (UDC § 3-J-3(I),) or adhere to the residential sign standards (this section).

3. *Residential Identification Signs.* Single-Family residential neighborhoods, or subdivisions, or multi-family residential complexes of greater than four (4) units shall be permitted one (1) residential complex identification sign per primary street access.

a. *Freestanding (Monument) Signs.*

i. Monument signs are prohibited for individual lots containing a single-family or multi-family of four (4) or fewer residential units.

ii. Monument signs shall be limited in size to a maximum of thirty-two (32) SF of sign area. Total area inclusive of sign area and structural supports or uprights on which any such sign is supported shall not exceed forty-five (45) SF. Landscape material and ornamental hardscape integral to the foundation is excluded.

iii. Monument signs shall be freestanding, attached to the ground without the use of uprights, braces, poles or posts.

iv. Freestanding identification signs shall not exceed a height of ten (10) FT above the nearest pedestrian travelway elevation.

b. *Wall Mount Signs.*

i. Twenty-four (24) SF.

ii. Eight (8) FT height.

Table 3-J-4-1 Permitted Residential Sign Standards					
Use	Type	Quantity	Area	Height	Other
Single-Family Attached & Detached					
	Temporary	1	6 SF	6 FT	UDC § 3-J-4(B)
	Flag	3	25 SF/Flag	>8 FT Bottom, <20 FT Top	No Permit Required
Neighborhood/Subdivision	Subdivision Monument	1/primary access	32 SF/45 SF Total	<10 FT	UDC § 3-J-4(F)(3)
Multi-Family Complexes					
≤ 4-Plex	Same as Single-Family				
>4-Plex	Temporary	1/Unit	6 SF	6 FT	Placed in Window or on Unit
	Flag	3/Complex	25 SF/Flag	>8 FT Bottom, <20 FT Top	Flag Must be Affixed to Pole
	Wall	1 Identification	24 SF	< 8 FT	Master Sign Program Required for Additional Signs
	Monument	1 Identification	32 SF	< 10 FT	

G. **Measurement Standards.**

1. *Area.* Sign area is the entire surface area of a sign, including nonstructural trim. The supports, uprights, or structures on which any sign is mounted shall not be included in determining sign area.

a. *Standard Geometric Shapes.* When the surface area of a sign consists of a conventional geometric shape, such as a circle, an oval, a

rhombus, a trapezoid, or a triangle, the accepted mathematical formulas for calculating area will be used to determine the surface area of a sign.

b. *Cutout Letters.* Sign area for cutout letters or displays applied directly to the building surface and lacking a defined frame or trim shall be determined by including the total area within the periphery of the cutout letters on display, which can be enclosed within a rectangle, series of rectangles, or the closest geometric shape.

c. *Irregular Geometric Shapes.* If a sign consists of a symbol, or an irregular geometric shape without an accepted mathematical formula for calculating area, the surface area of the symbol, which can be enclosed within a rectangle, series of rectangles, or the closest geometric shape, shall be determined as the sign area.

d. *Multiple Elements.* If a sign consists of a symbol, graphic, or text with multiple elements that are an irregular geometric shape without an accepted multiple formula for calculating area, the entire surface area of the symbol, graphic or text, which can be enclosed within a series of rectangles, or the closest geometric shape, shall be determined as the sign area.

e. *Double-Faced Sign.* Only one (1) side of a double-faced freestanding or projecting sign shall count toward the aggregate size measurement provided both sides are identical.

2. *Height.* Height is the vertical distance measured from the ground level to the top of the sign measured at its highest point above existing or finished ground elevation, whichever is more restrictive.

3. *Clearance.* Clearance is the area a sign shall be free of obstructions to allow passage of pedestrians and vehicles.

a. Clearance for pole and projecting signs shall be measured as the smallest vertical distance between the sign and the finished grade directly underneath the sign at the lowest point of the sign structure, including any framework or other structural elements.

b. *Pedestrian Clearance.* In sidewalks and other pedestrian circulation areas, the minimum sign clearance shall be eight (8) FT.

c. *Vehicular Clearance.* In streets, alleys, or other vehicular access areas, the minimum sign clearance shall be sixteen (16) FT.

d. *Utility Line Clearance.* A sign shall be located a minimum of six (6) FT horizontally and twelve (12) FT vertically from overhead lines, or other similar utility infrastructure, or as required by such utility agency.

4. *Frontage.*

a. Sign allowance shall be calculated on the basis of the length of the building, or business frontage which is most nearly parallel to the street it faces.

b. If a building or business fronts on two (2) or more streets, the sign area for each street shall be computed separately. The area of signage allowed for each lot frontage shall be displayed on the frontage for which it was calculated, and shall not be combined and placed on a single frontage unless otherwise provided in this Section, or when the structure has multiple tenants.

c. Signage in multi-tenant structures shall first be calculated across all public street frontages to establish the overall permitted signage, and then allocated to each tenant unit based on an MSP created for the site, and submitted with each sign permit application.

d. If a building does not have frontage on a dedicated public street, the owner of the building may designate the one building frontage that shall be used for the purpose of calculating the sign allowance.

5. *Projection.* Sign Projection is the distance measured horizontally from the face of a building to the outer extent of the sign structure.

a. A sign or sign structure shall not project into a street, alley, right-of-way, or other public access.

b. A sign or sign structure shall be more than two (2) FT from the edge of a street, alley, right-of-way, or other public access; setback restrictions and reductions apply (UDC § 3-A-7(H) *Setbacks*.)

c. A sign or sign structure shall not project more than six (6) FT from the building façade.

H. **Material Standards.**

1. Carved or sandblasted wood; formed, etched, cast metal; and high density pre-formed foam or similar materials are encouraged. Raised borders and raised letters are encouraged. Mirrors or other reflective materials are prohibited.

2. Signs with reflective metallic surfaces or other synthetic materials shall be treated to reduce reflection from sunlight or artificial illumination on properties in the vicinity and on the vision of passing motorists and pedestrians.

3. The supporting structure of a freestanding sign shall not include a singular, exposed metal pole or column, but it should be entirely surrounded by a decorative pole or column cover that is architecturally compatible with the sign and building.
4. Plastics, such as acrylic and PVC, and/or highly reflective materials are not permitted.
5. Sign materials should be compatible with the architectural design of the building's façade, and should contribute to the legibility of the sign.

I. Lighting Standards.

1. *Property Limits.* Sign lighting shall be calculated as part of the property limit requirements (UDC Art. 3.K.).
2. *Fully Shielded Lighting.* Light emitting devices (light bulbs, LED strips or tubes) used for illuminating a sign shall not be visible from the vehicular travel lanes of adjacent public rights-of-way. The use of shielding, designed so light from sign illuminating devices does not shine off-site without first being reflected off the sign or its background, is required whenever sign lighting is used.
3. *Color and Brightness.* The correlated color temperature ("CCT") of sign lighting shall not exceed three thousand (3,000) Kelvin per luminaire. The intensity of a single sign fixture shall not exceed eight hundred and fifty (850) lumens, the approximate lumen output equivalent of a sixty (60) watt incandescent bulb.
4. *Direction of Lighting.* All lighting fixtures shall be placed above the sign, and shall shine downward toward the sign. Illumination of signs shall not be directed off-site.
5. *Internally Lit Signs.* No sign that is placed on the exterior of a building, or on the interior of the building within five (5) FT of a window shall be internally lit.
6. Interior lit signs that emit light through the precast or formed letters and graphic elements shall be permitted, provided:
 - a. A background area shall not be illuminated, only the individual lettering and graphic elements may be illuminated; and
 - b. Light bulbs or lighting tubes used for illuminating a sign shall not be visible from the vehicular travel lanes of adjacent public right-of-way.
7. *Window display lighting.* Off-sight light trespass from window displays (i.e. backlit panels and/or LED glowing edges) is not permitted.

8. *Component painting.* All light fixtures, conduits, and shielding shall be painted to match or complement either the building or the supporting structure that serves as the background of the sign.

Section 4. The "Sign Permit" and "Sign Permit in Village Sign District" rows under the "Site Development and Permit Decisions" subheading of Table 5-B-3 of the UDC is hereby repealed in its entirety and replaced with a "Master Sign Program Permit" row to read as follows:

Table 5-B-3 Development Review Procedures Summary Table				
Application	Required For	Timing	Issued By	Cross-Reference
Site Development and Permit Decisions				
Sign Permit <u>Master Sign Program Permit</u>	Construction or modification of a sign <u>Any sign activity with three (3) or more tenants or businesses of a structure or series of structures platted within the same development, unless that development type is exempt from the MSP process under § 5-E-8(A)(1).</u>	Prior to sign permit issuance.	Director <u>Planning Commission</u>	Sec. 5-E-8
Sign Permit in Village Sign District	Construction or modification of a sign in the Village Sign District	Prior to sign permit issuance.	Director	Sec. 5-E-9

Section 5. Section 5-E-8 of the UDC is hereby repealed in its entirety and reenacted as follows:

Sec. 5-E-8 Sign Permit

A. **Applicability.** A sign permit shall be required prior to any installation activity in the Town unless exempted by § 5-E-8(A)(1).

1. *Exemptions.* A sign permit is required unless specifically exempted by § 3-J-3 or another section of this Article.

2. *Administrative Sign Permit.* Administrative sign permit review is required for any of the activities outlined in § 3-J-3(A), unless that activity is exempt from the sign permit process under § 5-E-8(A)(1).

3. *Master Sign Program.* A Master Sign Program review is required for any sign activity with three (3) or more tenants or businesses of a structure or series of structures platted within the same development, unless that development type is exempt from the MSP process under § 5-E-8(A)(1).

B. **Eligibility to Submit Application.** Unless otherwise specified, a sign permit application may be submitted by the owner of the property that the sign(s) is being installed on or the owner's designated representative.

C. **Submittal Requirements.** See § 5-B-5, *Application Requirements*.

D. **Fee.** See § 5-B-6, *Application Fees*.

E. **Administrative Sign Permit Procedure.**

1. *Filing and Processing.*

a. *Application Completeness.* The Director shall only review the submitted application upon a determination that the submittal requirements of § 5-B-7, *Completeness Review*, have been fulfilled.

b. *Review and Action.*

i. The Director shall review the application and approve, approve with conditions, or deny the application based on the criteria in § 5-E-8(G).

ii. If the Director determines that due to the complexity of the proposed administrative sign permit that additional review is warranted, then the application shall be reviewed under the MSP Procedure.

F. **Master Sign Program ("MSP") Procedure.**

1. *Filing and Processing.*

a. *Eligibility.* An MSP permit application may be submitted by the owner of the complex or a tenant of the complex as authorized by the owner.

b. *Application Completeness.* The Director shall only review the submitted application upon a determination that the submittal requirements of § 5-B-7, *Completeness Review*, have been fulfilled.

c. *Planning Commission Action.* The Planning Commission shall:

- i. Receive a written recommendation from the Director regarding the proposed MSP; and
- ii. By majority vote, approve, approve with conditions, or deny the application based on the criteria in § 5-E-8(G).

G. **Approval Criteria.** The sign permit application shall be evaluated, and may be approved in accordance with the following criteria:

- 1. *Comprehensive Plan.* Conformance with the Comprehensive Plan;
- 2. *This UDC.* Conformance with the standards of this UDC; and
- 3. *Design Guidelines.* Conformance with the Design Guidelines in Appendix A.

H. **Time Limitation.** See § 5-B-13, *Expiration of Approvals*.

Section 6. Section 5-E-9 of the UDC is hereby repealed in its entirety.

Section 7. Article 6.F. of the UDC is hereby repealed in its entirety and reenacted as follows:

Article 6.F. Non-Conforming Signs

Refer to Sec. 3-J-3(I) Non-Conforming Signs

Section 8. Article 7.C. of the UDC is hereby amended by the addition of the following definitions to be inserted alphabetically:

Article 7.C. Definitions

* * *

Display Case means any case, cabinet or other device, wall mounted or freestanding, having a window of glass, or other transparent material, or other opening, located on private property within three (3) FT of the entrance.

Mural means any painted design which covers all or a major portion of a wall, building façade, or other structure for the purpose of displaying an art piece, and not meant for the purpose of advertising.

Sign Area means the entire area within a single continuous perimeter composed of squares or rectangles which enclose the extreme limits of writing, representation, emblem, or any figure of similar character, together with any frame, background area of sign, structural trim, or other material or color forming an integral part of the display, or used to differentiate such sign from the background against which it is placed. The supports or uprights on which any such sign is supported shall not be included in determining the sign area, unless such supports or uprights are designed in

such a manner as to form an integral background of the display. In the case of "skeleton letters," or other signs placed on a wall without any border, the area shall be determined by enclosing all the letters in a common geometrical shape (e.g., square, rectangle, circle).

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 5:30 p.m., or as soon thereafter as possible, at the Winter Park Town Hall.

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk

READ, ADOPTED AND ORDERED PUBLISHED on second and final reading by a vote of _____ to _____ on the ____ day of _____, 2025.

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk



MEMO

TO Town Council

FROM James Shockey, AICP, Community Development Director

DATE November 18, 2025

RE Amendment to UDC Title 7, School Impact Fee (PLN25-088)

Background:

Section 5-C-1 of the Unified Development Code (UDC) states that amendments to the text of the UDC may be initiated by Town staff, any citizen of the Town, the Planning Commission, or the Town Council. Town staff is requesting an amendment to UDC Article 4.B – Development Improvements, Dedications, Agreements, and Guarantees. The amendments clarify the process by which developers dedicate land for school purposes or, alternatively, pay a fee in lieu of dedication and update the required land dedication or fee in lieu amount.

The East Grand School District Board recently approved a comprehensive Land Dedication / Fee-in-Lieu Study (March 14, 2025) prepared by Western Demographics. These amendments are being requested to align the Town's requirements imposed on developers for the School District's benefit with the recommendations of this study.

Analysis

Subdivisions in Winter Park are required to dedicate land for school facilities or provide a fee-in-lieu of land dedication when the amount or quality of land would not achieve the purpose of the dedication. While this requirement has existed for several decades, the methodology used to determine land dedication has evolved over time in response to updated studies and changing land values.

The previous study, completed in 2014, is now outdated and does not reflect current enrollment projections, demographics, land values, or school facility needs. Updating the code is necessary to ensure that the Town is meeting the School District's needs so that school land dedication and fee-in-lieu requirements remain fair, accurate, and responsive to current development impacts.

The 2025 study provides updated, data-driven calculations that more accurately align land dedication or fee-in-lieu payments with the measured impacts of new residential development on the School District. The study determined the following land dedication or fee-in-lieu requirements for residential subdivisions in Winter Park as noted in the tables below:

Table 4-B-3 School Land Dedication Calculations	
Residential Development Type	Land Calculation Rate (per acre)
Single-Family Detached Housing	0.0083
Single-Family Attached Housing	0.0025
Multi-Family Housing	0.0025
Manufactured Homes and Modular Housing	0.0050

Table 4-B-6 School Site Fee-in-Lieu Calculations	
Residential Development Type	Fee-in-Lieu Calculation Rate (per unit)
Single-Family Detached Housing	\$1,234.10
Single-Family Attached Housing	\$369.24
Multi-Family Housing	\$369.24
Manufactured Homes and Modular Housing	\$738.48

The 2025 study introduces four housing categories (single-family detached, single-family attached, manufactured/modular homes, and multi-family) compared to the two categories (single-family and multi-family) used in previous studies. These updated rates ensure that each development's contribution is proportional to its projected impact on school capacity, providing equity, transparency, and predictability for developers, staff, and the public.

This methodology also provides transparency and predictability for developers, staff, and the public, as the Town's current methodology relies on identifying the fair market value per acre of the property proposed for subdivision, which is an inherently subjective process.

Adoption of the updates will ensure the Town is a good partner with the School District by, upholding the Town's commitment to coordinating land use planning with the long-term needs of the community's students and families.

§ 5-B-8 Public Notice Requirements:

This Text Amendment Application has been properly noticed pursuant to §5-B-8 of the UDC. A newspaper publication was posted in the *Middle Park Times* on October 29, 2025, announcing the hearing and requesting public comment.

As of November 13, 2025, no comments have been received.

Planning Commission Recommendation:

The Planning Commission reviewed the Text Amendment at a Public Hearing on November 12, 2025. The Commission unanimously (vote 6 – 0, with one absentee) recommended approval as drafted.

Staff Recommendation:

Staff recommends the Town Council approve Ordinance 640, Series 2025, an Ordinance of the Town of Winter Park Amending Title 7 of the Winter Park Town Code regarding School Land Dedication and Payment of a Fee In Lieu of Dedication.

Sample Motion for Approval:

I move to approve Ordinance 640, Series 2025, an Ordinance of the Town of Winter Park Amending Title 7 of the Winter Park Town Code regarding School Land Dedication and Payment of a Fee In Lieu of Dedication.

Sample Motion for Denial:

I move to deny Ordinance 640, Series 2025, an Ordinance of the Town of Winter Park Amending Title 7 of the Winter Park Town Code regarding School Land Dedication and Payment of a Fee In Lieu of Dedication, specifically: [articulate specific reasons for denial of the ordinance].

TOWN OF WINTER PARK

ORDINANCE NO. 640
SERIES OF 2025

AN ORDINANCE OF THE WINTER PARK TOWN COUNCIL AMENDING
THE TOWN OF WINTER PARK UNIFIED DEVELOPMENT CODE, TITLE
7 OF THE TOWN CODE OF WINTER PARK, REGARDING SCHOOL
LAND DEDICATION AND PAYMENT OF A FEE IN LIEU OF
DEDICATION

WHEREAS, pursuant to an intergovernmental agreement between the Town and East Grand School District No.2, dated December 2, 2025, the Town desires to update its Unified Development Code, Title 7 of the Town Code of Winter Park (the "UDC"), regarding the process in which developers in the Town dedicate land for a school purpose or, in the alternative, pay in fee in lieu of dedication;

WHEREAS, Section 5-C-1 of the UDC requires that text amendments to the UDC undergo properly noticed hearings before the Planning and Zoning Commission and the Town Council;

WHEREAS, at a properly noticed public hearing on November 12, 2025, the Planning and Zoning Commission approved the Ordinance;

WHEREAS, the Town staff has reviewed the Ordinance and recommends approval to the Town Council;

WHEREAS, at a properly noticed public hearing on December 2, 2025, the Town Council considered the Ordinance; and

WHEREAS, after considering the recommendation from the Planning and Zoning Commission and Town staff, and any public comment, the Town Council finds and determines as provided below.

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

Section 1. Table 4-B-3 in Section 4-B-3-D-1-a of the UDC is hereby repealed in its entirety and reenacted as follows:

Table 4-B-3 School Land Dedication Calculations	
Residential Development Type	Land Calculation Rate (per acre)
Single-Family Detached Housing	0.0083
Single-Family Attached Housing	0.0025
Multi-Family Housing	0.0025
Manufactured Homes and Modular Housing	0.0050

Section 2. Section 4-B-3-D-1-b of the UDC is hereby amended to read as follows:

b. *Dedication of Land Areas to the ~~Town~~ School District.* Dedication of such land areas shall be made at the time of final platting in one or any combination of the following ways:

1. By dedicating to the ~~Town, a Municipal corporation,~~ School District, in fee simple, on the final plat; or
2. By granting the land areas in fee simple by general warranty deed to the ~~Town~~ School District.

Section 3. Section 4-B-6 of the UDC is hereby amended to read as follows:

* * *

B. School Site Fee-in-Lieu Amount Calculation.

1. When the dedication of sites and land areas for school needs are not reasonably necessary to serve the proposed subdivision and future residents thereof because of the size, location, proximity to existing facilities, topography or nature of the proposed development, the Town Council, upon recommendations from the ~~East Grand School District and other affected entities~~, shall require, in lieu of such dedication of land, the payment in cash by the applicant of ~~an amount not to exceed the fair market value of such sites and land areas~~ a School Site Fee-in-Lieu. ~~The fair market value of an acre of property shall be multiplied by the land calculation rates of Table 4-B-3, School Land Dedication Calculations~~ The School Site Fee-in-Lieu amount shall be calculated as stated in Table 4-B-6, School Site Fee-in-Lieu Calculations.

Table 4-B-6 School Site Fee-in-Lieu Calculations	
Residential Development Type	Fee-in-Lieu Calculation Rate (per unit)
Single-Family Detached Housing	\$1,234.10
Single-Family Attached Housing	\$369.24
Multi-Family Housing	\$369.24
Manufactured Homes and Modular Housing	\$738.48

* * *

D. Payment of Fee-in-Lieu.

1. School Site Fee-in-Lieu payments shall be made to the School District. Open Space Fee-in-Lieu payments shall be made to the Town.

* * *

4. Such funds shall be deposited by the Town or the School District, as applicable, in special interest-bearing accounts. Each deposit shall be credited to the name of the subdivision for which the payment is made.

5. The status of ~~this account~~ these accounts shall be reported annually to the Town Council.

* * *

E. Fee-in-Lieu Withdrawals.

1. *Withdrawal of School Site Fee-in-Lieu Payments.* Funds may be periodically withdrawn from the special account by the ~~Town Council upon the request of the East Grand~~ School District.

a. *Use of Funds.* Funds shall only be used for acquisition, development, or expansion of School Sites or for capital facilities planning, site acquisition, or capital outlay purposes for School Facilities within the school feeder or open enrollment attendance boundaries that include the property for which the contribution was paid.

1. ~~Acquisition of reasonably necessary sites for the construction of school facilities;~~

2. ~~For the construction of employee housing required by the School District;~~

3. ~~For the purchase of employee housing required by the School District; or~~

4. ~~For the development or capital improvements to school sites within the School District.~~

b. ~~If housing units are purchased, a deed restriction restricting their use to School District employee housing shall be required and ownership shall remain in the name of the School District.~~

c. ~~*Request for Funds.* The East Grand School District shall present in writing a plan for the funds detailing the project for the funds and the estimated budget. The request shall be presented to the Town Council for approval by resolution.~~

* * *

Section 4. Section 7.C of the UDC is hereby amended by the addition of the following definitions, to be inserted alphabetically:

* * *

School District means the East Grand County School District No. 2.

School Facility means any building, structure or appurtenant facility, whether combined in a single structure or separate structures, that is required in the judgment of the School District Board of Education for the provision of K-12 educational services within the School District, including without limitation any classroom building, administrative office building, transportation center, athletic field and/or structure, stadium, indoor pool, maintenance building, teacherage and other employee housing and/or training facility.

School Site means a tract or parcel of land dedicated by express language in the final plat of a Project for the construction or expansion of School Facilities.

* * *

Section 5. Sections 1 through 4 of this ordinance shall take effect on January 1, 2026.

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 5:30 p.m., or as soon thereafter as possible, at the Winter Park Town Hall.

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk

READ, ADOPTED AND ORDERED PUBLISHED on second and final reading by a vote of _____ to _____ on the ____ day of _____, 2025.

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk

East Grand School District – Land Dedication / Fee-in-Lieu Analysis – Draft– 3/14/25



Executive Summary – Western Demographics has conducted a land dedication and fee-in-lieu of land dedication analysis for East Grand School District that can serve as an update to the current fee system and as an adaptation of the system to make it more consistent with standard fee methodology in use in most Colorado districts. The current methodology is based on an older County ordinance that is not consistent with current land use types and does not use contemporary metrics to measure school impacts. The existing methodology does not differentiate between the various Grand County communities which produce differing amounts of students given proximity to resorts. The fees and dedication acreages presented in Figure 1 address this condition and provide a policy framework by which individual values may be assigned to each community and the unincorporated Grand County area.

Fees are proposed for the four dwelling types: Single family detached (SFD), single family attached (SFA), mobile or modular construction (MH) and apartments (APT). The MH category is the districts highest child-producing dwelling type and generally includes both traditional mobile homes and modular housing defined as any dwelling manufactured elsewhere and hauled in for on-site assembly. Mobile homes tend to produce the most school children per unit in most Colorado districts and are generally perceived as an affordable housing option. The EGSD BOE expressed a desire to substitute the lower of the single family and mobile home values for the generally higher mobile home rates, a substitute figure for this strategy is shown.

Figure 1 – ECSD - Summary of Proposed Fee-in-Lieu and Land Dedication Values

Jurisdiction	SFD	SFA	Use Lower of SFD and MH for MH	APT	MH
Fraser	\$ 2,098.97	\$ 929.29	\$ 1,972.58	\$ 495.62	\$ 1,972.58
Granby	\$ 2,773.01	\$ 1,298.53	\$ 2,773.01	\$ 674.05	\$ 4,936.41
Grand Lake	\$ 560.05	\$ 369.24	\$ 560.05	\$ 369.24	\$ 560.05
Hot Sulphur Springs	\$ 2,837.45	\$ 1,538.91	\$ 2,837.45	\$ 738.48	\$ 3,702.31
Tabernash CDP	\$ 1,234.10	\$ 1,234.10	\$ 1,234.10	\$ 674.05	\$ 1,234.10
Winter Park	\$ 1,234.10	\$ 369.24	\$ 738.48	\$ 369.24	\$ 738.48
Unincorporated Grand Co.	\$ 864.86	\$ 369.24	\$ 864.86	\$ 369.24	\$ 2,098.97

Jurisdiction	SFD	SFA	Use Lower of SFD and MH for MH	APT	MH
Fraser	0.0141	0.0063	0.0133	0.0033	0.0133
Granby	0.0187	0.0087	0.0187	0.0045	0.0332
Grand Lake	0.0038	0.0025	0.0038	0.0025	0.0038
Hot Sulphur Springs	0.0191	0.0104	0.0191	0.0051	0.0249
Tabernash CDP	0.0083	0.0083	0.0083	0.0045	0.0083
Winter Park	0.0083	0.0025	0.0050	0.0025	0.0050
Unincorporated Grand Co.	0.0058	0.0025	0.0058	0.0025	0.0141

Introduction - Western Demographics conducts land dedication and fee-in-lieu analyses and updates of fee systems for districts all over Colorado and was hired to explore the fees that would be appropriate for East Grand School District if it were to follow the methodology used elsewhere in the State. The districts' basis for calculation of the fee is based on a Grand County ordinance methodology that is not aligned with fee methodology used elsewhere in the State. The current methodology is at least 30 years old and uses an older framework for quantifying municipal service impact of new development.

The current methodology is consistent among all communities in the district regardless of the number of students produced by local housing. Further, the methodology does not consider site development costs that are always incurred as school sites are developed from raw pasture or forest land.... As municipal infrastructure costs have risen, most Colorado districts have moved to a developed land cost basis instead of raw land cost for their fees to reflect the cost to serve school sites with water, sewer, electric, street infrastructure and other needs. This analysis recommends developed land cost as a parameter and recommends an update to the fee-in-lieu values to reflect this.

The History of School Site Dedication and Land Dedication of School Site Dedication in Colorado – For over fifty years, cities, towns and county governments in the State of Colorado have collected land or fees from developers and builders to assist school districts with the provision of school sites. In general, the land dedication / fee-in-lieu policies have joined other municipal and special district efforts to provide sites and facilities for parks, recreation centers, police, fire and library facilities for communities. Western Demographics has been involved in creating new fee systems or in updating them during the past 40 years and, gradually, Western Demographics has worked to make logical, consistent methodology prevalent throughout the State. The foundation of this methodology is based on municipal service provision calculations presented in early city planning textbooks and these methodologies were found in dedication ordinances in Adams, Arapahoe, Boulder, Denver, Douglas, El Paso, Jefferson and Larimer counties in the early eighties. Western has worked to expand this consistent framework throughout the State.

School Site Dedication and Land Dedication of Land Dedication Calculation - Methodology - The calculation for school site acreage and cost is relatively simple and includes the following elements:

- 1) A land value is collected from comparable sales or appraisal method to establish cost per acre for potential school sites;
- 2) The desired school site size is established to determine the acreage needed for a facility;
- 3) The desired school enrollments are added to establish the number of students that will be housed in a school; and
- 4) The student yield or average number of students from housing completes the formula.

The following diagram illustrates the variables and how the various units cancel out as the formula is completed and cost per housing unit is established. Residential densities are differentiated based upon the acreages assessed for single family homes, townhomes, apartments and mobile homes.

Figure 2 - Simplified School Site Acreage / Fee Formula

EGSD School Size Parameters – Rural and resort school districts tend to construct smaller schools to serve large areas. The EGSD did not appear to have school size parameters in its policy manual and these are only present in less than a third of Colorado school districts. The average sizes of the current schools were used in place of declared school enrollment goals. The site sizes that were included in the fee calculation were derived from site size standards published in the Council of Education Facility Planners International (CEFPI). CEFPI is an international association of school planners that publishes a school planning and design manual which along with a few textbooks published over the years constitutes the only formalized information on the topic of school site size. The formula for elementary schools starts with ten acres and adds one acre per 100 students. The formulas for middle and high schools start with twenty and thirty acres respectively and add one acre per 100 students. Figure 3 displays the final input variables for EGSD.

Figure 3 – School Size and Site Acreage Variables

Metric / Level	Elementary School	Middle School	High School
School Enrollment	300	300	400
Site Acreage	13	23	34

EGSD School Student Yield Data – A large portion of school dedication fee methodology is student yield. The current fees use student yield estimates from Census data. The proposed methodology uses student yield values based on current students that are geolocated by address and compared to housing types in sample neighborhoods to develop “students per unit values”. The original methodology used one set of values for the whole county and the proposed system differentiates by community as there are more students per unit in Granby and Hot Sulphur Springs than there are in Winter Park. Further, mobile and modular homes produce more students in the EGSD than any other dwelling type followed by single family detached. Apartments and condominiums produce very little. These differences in the yield values are shown in Figure 4. Some school districts choose to use single family detached yield values in place of higher mobile and modular home values to avoid any perception of penalty for the more affordable mobile home dwelling type. A substitute set of fees and acreages for the mobile home category is provided by this analysis to address that strategy.

Not all dwelling types were found in all communities (in a quantity that would represent a usable sample size). In those cases, average (district-wide) values for those dwelling types were used. In addition to the yields calculated for the incorporated towns, the “areas” that are represented by Census Designated Places (CDP’s) are also included along with yield for a sample of units in unincorporated Grand County. An average of all of these is also included if the community prefers to remain with a single fee for the entire district. Elementary yield is shaded in rose color, middle school is shaded blue and high school is shaded green.

Figure 4 – Student Yield Samples by Community and Dwelling Type

Housing Density	Fraser	Granby	Grand Lake	Hot Sulphur Springs	Tabernash CDP	Winter Park	Grand County Outside of Muni	Average All Jurisdictions
Single Family Detached								
1, detached	388	825	536	273	345	478	5,616	8461
Student Yield	0.23	0.28	0.06	0.30	0.13	0.13	0.09	0.13
ES	0.10	0.13	0.03	0.14	0.06	0.06	0.04	0.06
MS	0.05	0.07	0.01	0.07	0.03	0.03	0.02	0.03
HS	0.07	0.09	0.02	0.09	0.04	0.04	0.03	0.04
Single Family Attached, Duplex, Triplex, Four-plex								
1, attached	434	171	41	7	33	548	651	1885
2	18	44	7	8	0	32	49	158
3 or 4	115	30	105	14	0	100	99	463
Subtotal	567	245	153	29	33	680	799	2506
Student Yield	0.10	0.14	0.04	0.15	0.13	0.04	0.04	0.13
ES	0.05	0.07	0.02	0.07	0.06	0.02	0.02	0.06
MS	0.02	0.03	0.01	0.04	0.03	0.01	0.01	0.03
HS	0.03	0.04	0.01	0.05	0.04	0.01	0.01	0.04
Modular and Mobile Homes								
Student Yield	0.21	0.52	0.06	0.38	0.13	0.08	0.22	0.26
ES	0.10	0.24	0.03	0.18	0.06	0.04	0.10	0.12
MS	0.05	0.12	0.01	0.09	0.03	0.02	0.05	0.06
HS	0.06	0.16	0.02	0.12	0.04	0.02	0.07	0.08
Apartment Yield Estimates								
Student Yield	0.05	0.07	0.04	0.08	0.07	0.04	0.04	0.07
ES	0.02	0.03	0.02	0.04	0.03	0.02	0.02	0.03
MS	0.01	0.02	0.01	0.02	0.02	0.01	0.01	0.02
HS	0.02	0.02	0.01	0.02	0.02	0.01	0.01	0.02

Raw Land Comparable Sales – Raw land value was calculated by collecting comparable land sale data with the following parcel requirements:

- Vacant - 5 - 41 acres, access to paved roads & utilities or potential for a sewer packet plant
- Broadly distributed throughout the district
- Access to paved roads
- Arm's length sales within the past six years with 5% annual price adjustment
- Sales records include price and acreage data clearly visible in County records

Figure 5 – EGSD Raw Land Comparable Sales

Num	PARCELNB	ACCOUNTNO	SUBNAME	SALEP	SALEDT	YEARS	MULTIPLIER	TIME ADJUST PRICE	ACRES	ADJ PRY
3	119119201003	R027700	TRAIL CREEK ESTATES 3RD FLG	\$ 295,000	3/20/23	1	1.050	\$ 309,750	6.66	\$46,509.01
4	145135205019	R122211	WINTER PARK HIGHLANDS GREENRIDGE	\$ 312,500	7/28/23	1	1.050	\$ 328,125	5.71	\$57,464.97
5	158903106006	R203640	POLE CREEK MEADOWS	\$ 215,000	5/4/23	1	1.050	\$ 225,750	6.28	\$35,947.45
6	132926309018	R208163	LEGACY PARK RANCH	\$ 290,000	6/27/22	2	1.103	\$ 319,725	11.55	\$27,681.82
7	132927107004	R208190	LEGACY PARK RANCH	\$ 226,000	8/4/22	2	1.103	\$ 249,165	5.38	\$46,313.20
8	132927109004	R208200	LEGACY PARK RANCH	\$ 164,500	7/29/22	2	1.103	\$ 181,361	6.03	\$30,076.49
9	144713300089	R110862	LINKE ORR SURVEY TRACTS	\$ 500,000	7/29/22	2	1.103	\$ 551,250	41.57	\$13,260.76
10	144718100028	R201280	METES & BOUNDS 77 ALL	\$ 327,000	11/18/22	2	1.103	\$ 360,518	10.00	\$36,051.75
11	145126303001	R306306	GRAND ENCLAVE II MINOR SUBDIVISION	\$ 370,000	10/21/22	2	1.103	\$ 407,925	12.68	\$32,170.74
15	158911204013	R209302	STAGECOACH MEADOWS	\$ 510,000	10/27/22	2	1.103	\$ 562,275	5.13	\$109,605.26
16	118933400096	R098221	SHADOW MOUNTAIN RANCH AND RESORT UNREC	\$ 190,000	7/7/21	3	1.158	\$ 220,020	35.62	\$6,176.87
17	118934300097	R301904	METES & BOUNDS 77 ALL	\$ 210,000	5/5/21	3	1.158	\$ 243,180	37.25	\$6,528.67
18	119111303007	R167870	HIGH PASTORALE FILING 1	\$ 215,000	5/10/21	3	1.158	\$ 248,970	5.30	\$46,948.90
19	119125419016	R205130	MOUNTAIN SHADOWS ESTATES PH1	\$ 412,000	10/13/21	3	1.158	\$ 477,096	6.91	\$69,044.28
20	132927409027	R208252	LEGACY PARK RANCH	\$ 225,000	6/4/21	3	1.158	\$ 260,550	6.90	\$37,760.87
21	132927410009	R208221	LEGACY PARK RANCH	\$ 159,000	3/25/21	3	1.158	\$ 184,122	5.09	\$36,173.28
22	145129300013	R112817	TEN MILE CREEK UNREC M&B 76	\$ 337,500	11/23/21	3	1.158	\$ 390,825	35.86	\$10,898.63
28	119114117001	R177235	NORTH FORK ACRES SUB EXEMPT	\$ 185,000	7/28/20	4	1.220	\$ 225,700	5.44	\$41,488.97
29	132923306002	R208181	LEGACY PARK RANCH	\$ 150,000	9/16/20	4	1.220	\$ 183,000	5.09	\$35,952.85
30	132934102005	R208248	LEGACY PARK RANCH	\$ 125,000	11/24/20	4	1.220	\$ 152,500	5.88	\$25,935.37
31	145135405024	R115931	WINTER PARK HIGHLANDS GREENRIDGE	\$ 220,000	8/5/20	4	1.220	\$ 268,400	6.00	\$44,733.33
32	145333000062	R080880	BATSON TRACTS UNRECORDED	\$ 121,000	9/16/20	4	1.220	\$ 147,620	10.00	\$14,762.00
33	145333000063	R070881	BATSON TRACTS UNRECORDED	\$ 70,000	9/16/20	4	1.220	\$ 85,400	7.00	\$12,200.00
34	119126252001	R183664	SODA SPRINGS SUBDIVISION EXEMPT	\$ 237,000	12/30/19	5	1.280	\$ 303,360	17.39	\$17,440.50
35	132927409024	R208249	LEGACY PARK RANCH	\$ 105,000	12/11/19	5	1.280	\$ 134,400	5.59	\$24,042.93
36	145120300007	R112806	TEN MILE CREEK UNREC M&B 76	\$ 162,000	7/11/19	5	1.280	\$ 207,360	35.13	\$5,902.65
37	145135305041	R086140	EL RANCHO	\$ 150,000	3/20/19	5	1.280	\$ 192,000	5.00	\$38,400.00
38	158902313004	R302784	JUST RANCH TRACT 24 SUB EX	\$ 285,000	8/23/19	5	1.280	\$ 364,800	9.92	\$36,774.19
39	158927227006	R028604	BEAVER MOUNTAIN PRESERVE SUB	\$ 465,000	8/16/19	5	1.280	\$ 595,200	5.00	\$119,040.00
41	132927409030	R208255	LEGACY PARK RANCH	\$ 85,000	3/28/18	6	1.340	\$ 113,908	5.07	\$22,467.09
43	145117300007	R112801	TEN MILE CREEK UNREC M&B 76	\$ 185,000	5/31/18	6	1.340	\$ 247,918	35.34	\$7,015.21
44	158916310011	R081092	POLE CREEK PRESERVE	\$ 475,000	10/25/18	6	1.340	\$ 636,545	35.06	\$18,155.89
45	158923304002	R084463	BOYD SUBDIVISION EXEMPTION	\$ 258,000	8/3/18	6	1.340	\$ 345,745	7.55	\$45,812.20
TOTALS / AVERAGES				\$ 8,236,500				\$ 9,724,463	444.38	\$21,883.12

All comparable sales were vetted by Grand County staff and an average value per acre of raw land of **\$21,883.12** was obtained.

Developed Land Costs – The current methodology uses a raw land value only. Some fee assessments have been based on individual residential lot value. The goal of creating a single developed land cost plus raw land based on larger acreage samples is to create a consistent valuation/cost framework for all areas. Further, the larger samples used for raw land value (over five acres) are more consistent with the size of most school sites than an individual residential house lot (one acre or less).

During the past twenty years, school districts have increasingly begun to be challenged by the costs to provide “shovel ready” school sites for bond-funded school projects. In general, school construction costs have increased by double-digit inflation rates with current school construction costs exceeding \$700 per square foot... School sites that begin as pastures or vacant, undeveloped parcels must have streets, water lines, sewer lines, storm sewers, electrical, gas and broadband before schools can be activated... It is estimated that each acre of land carries a rough infrastructure cost of **\$126,804** to be made viable for an institutional building. Cost data

was extracted from RS Means cost estimation manuals for institutional construction and compared to recent experience with local projects including Greeley's Tointon K-8 Academy and Johnstown's Roosevelt High School and ElWell Elementary School. RS Means is the primary cost estimation source used in the construction industry.

Figure 6 – Developed Site Costs Applied to Elem., Middle & High School Acreage

Utility Service Provider	LF Unit Price from RS Means inflated to 2022 using ENR Inflation Factors	Elementary School (10 Acres)				Middle School / PK8 (25 Acres)				High School (50 Acres)										
		.5 mile service	Road / utilities to 2 side of 10 acre site	Total LF of Infrastructure	Cost for Infrastructure	.5 mile service	Road / utilities to 3 side of 25 acre site	Total LF of Infrastructure	Cost for Infrastructure	.5 mile service	Road / utilities to 4 side of 50 acre site	Total LF of Infrastructure	Cost for Infrastructure							
Electrical	\$ 15.00	2,140	1,320	3,460	\$ 51,900	2,140	3,132	5,272	\$ 79,080	2,140	5,904	8,044	\$ 120,660							
Gas	\$ 20.00	2,140	1,320	3,460	\$ 69,200	2,140	3,132	5,272	\$ 105,440	2,140	5,904	8,044	\$ 160,880							
Telephone / Data	\$ 10.00	2,140	1,320	3,460	\$ 34,600	2,140	3,132	5,272	\$ 52,720	2,140	5,904	8,044	\$ 80,440							
Water	\$ 45.00	2,140	1,320	3,460	\$ 155,700	2,140	3,132	5,272	\$ 237,240	2,140	5,904	8,044	\$ 361,980							
Sewer	\$ 40.00	2,140	1,320	3,460	\$ 138,400	2,140	3,132	5,272	\$ 210,880	2,140	5,904	8,044	\$ 321,760							
Stormwater	\$ 50.00	2,140	1,320	3,460	\$ 173,000	2,140	3,132	5,272	\$ 263,600	2,140	5,904	8,044	\$ 402,200							
Roads	\$ 350.00	2,140	1,320	3,460	\$ 1,211,000	2,140	3,132	5,272	\$ 1,845,200	2,140	5,904	8,044	\$ 2,815,400							
Cost per LF for Infrastructure	\$ 530.00	2,140	1,320	3,460	\$ 1,833,800	2,140	3,132	5,272	\$ 2,794,160	2,140	5,904	8,044	\$ 4,263,320							
Average Cost/Acre for					\$ 126,804	Cost per Acre \$ 183,380					Cost per Acre \$ 111,766					Cost per Acre \$ 85,266				

Developed Land Cost – The raw land cost of \$21,883.12 is added to the Developed land increment of \$126,804 to obtain a combined value of developed land of **\$148,687**.

Sample Fee Values from Colorado Districts – 2022 Data – Figure 7 shows Front Range school fee amounts. The average single-family fee per unit is \$2,129.

Figure 7 - Land Dedication and Land Dedication Values from Sample Colorado Districts

District	ES Size	MS Size	HS Size	ES Acres	MS Acres	HS Acres	ES Yield	MS Yield	HS Yield	Tot Yield	Raw Land Cost	Dev Land Cost	SFD Fee
Adams 12 (Thornton)	650	1250	2000	10.00	20	60						\$130,649	\$1,620
Aurora	644	1000	1800	11.00	25	58	0.340	0.160	0.200	0.700		\$166,366	\$2,720
Eaton RE2	600	675	900	10.00	25	50	0.260	0.120	0.140	0.520	\$48,000	\$136,076	\$2,253
Greeley-Evans 6	700	900	1800	15.50	27.5	46	0.330	0.130	0.180	0.640	\$69,237	\$157,312	\$2,498
Keenesburg RE3J	525	900	1200	10.00	25	55	0.320	0.140	0.160	0.620	\$40,977	\$129,053	\$2,235
Platte Valley RE7	500	750	1200	10.00	20	30	0.250	0.130	0.170	0.550	\$47,433	\$135,509	\$1,723
Poudre	525	750	1800	15.00	30	80	0.350	0.100	0.090	0.540		\$95,000	\$1,710
St. Vrain (Longmont)	525	750	1200	10.00	25	50	Varies by Community					\$100,092	\$1,489
Windsor RE4	600	900	1200	10.00	25	50	0.330	0.160	0.210	0.700		\$156,000	\$2,916
Averages	585	875	1456	11.28	24.7	53.2	0.311	0.134	0.164	0.610	\$51,412	\$134,006	\$2,129

When to Collect Fee-in-Lieu vs. Land Dedication - Most land developments are smaller than the total number of lots needed to justify an entire school site or a meaningful partial site. In those cases, school districts request the fee necessary to assemble resources to purchase an adequately sized site to serve students produced by the development combined with other developments or existing housing in the area.

Land Dedication Calculations – Fee Calculations – The following Figures 8 – 14 show the detailed calculations for fee-in-lieu for each community along with unincorporated Grand County and the average for the entire district. Since most districts the size of EGSD use fees instead of land dedication, the fees are presented first. Dedication acreages will follow the fee tables.

Figure 8 – Fee-in-Lieu Calculations – Town of Frasier

East Grand School District - Fee-In_Lieu of Land Dedication - Calculations
Frasier - Western Demographics, Inc. - 3/14/25

Cost Element	Elementary School	Middle School	High School	Totals
A1 - Students per School - (SFD)	300	300	400	
A2 - East Grand SD Student Yield Per SFD Dwelling Unit	0.10	0.05	0.07	0.22
A3 - Site Acreage by Level	13.0	23.0	34.0	
A4 - Developed Land Cost	\$148,687	\$148,687	\$148,687	
A5 - Cost Per Unit by Level - SFD	\$ 644.31	\$ 569.97	\$ 884.69	\$ 2,098.97
B2 - East Grand SD Student Yield Per Townhome/Duplex Dwelling Unit	0.05	0.02	0.03	0.10
B5 - Cost Per Unit by Level - TH/Duplex	\$ 322.16	\$ 227.99	\$ 379.15	\$ 929.29
C2 - East Grand SD Student Yield Per Modular / Mobile Dwelling Unit	0.10	0.05	0.06	0.21
C5 - Cost Per Unit by Level - Mobile / Modular	\$ 644.31	\$ 569.97	\$ 758.30	\$ 1,972.58
G2 - East Grand SD Student Yield Per Apartment Unit	0.02	0.01	0.02	0.05
G5 - Cost Per Unit by Level - APT	\$ 128.86	\$ 113.99	\$ 252.77	\$ 495.62
Raw Land Cost / Acre Based on Recent Sales - With Annual Inflation				\$21,883
Total Cost - Basic Infrastructure				\$126,804
Developed Land Cost Including Basic Infrastructure				\$148,687

Figure 9 - Fee-in-Lieu Calculations – Town of Granby

East Grand School District - Fee-In_Lieu of Land Dedication - Calculations Granby - Western Demographics, Inc. - 3/14/25				
Cost Element	Elementary School	Middle School	High School	Totals
A1 - Students per School - (SFD)	300	300	400	
A2 - East Grand SD Student Yield Per SFD Dwelling Unit	0.13	0.07	0.09	0.29
A3 - Site Acreage by Level	13.0	23.0	34.0	
A4 - Developed Land Cost	\$148,687	\$148,687	\$148,687	
A5 - Cost Per Unit by Level - SFD	\$ 837.60	\$ 797.95	\$ 1,137.46	\$ 2,773.01
B2 - East Grand SD Student Yield Per Townhome/Duplex Dwelling Unit	0.07	0.03	0.04	0.14
B5 - Cost Per Unit by Level - TH/Duplex	\$ 451.02	\$ 341.98	\$ 505.54	\$ 1,298.53
C2 - East Grand SD Student Yield Per Modular / Mobile Dwelling Unit	0.24	0.12	0.16	0.52
C5 - Cost Per Unit by Level - Mobile / Modular	\$ 1,546.35	\$ 1,367.92	\$ 2,022.14	\$ 4,936.41
G2 - East Grand SD Student Yield Per Apartment Unit	0.03	0.02	0.02	0.07
G5 - Cost Per Unit by Level - APT	\$ 193.29	\$ 227.99	\$ 252.77	\$ 674.05
Raw Land Cost / Acre Based on Recent Sales - With Annual Inflation				\$21,883
Total Cost - Basic Infrastructure				\$126,804
Developed Land Cost Including Basic Infrastructure				\$148,687

Figure 10 - Fee-in-Lieu Calculations – Grand Lake Area

East Grand School District - Fee-In_Lieu of Land Dedication - Calculations
Grand Lake - Western Demographics, Inc. - 3/14/25

Cost Element	Elementary School	Middle School	High School	Totals
A1 - Students per School - (SFD)	300	300	400	
A2 - East Grand SD Student Yield Per SFD Dwelling Unit	0.03	0.01	0.02	0.06
A3 - Site Acreage by Level	13.0	23.0	34.0	
A4 - Developed Land Cost	\$148,687	\$148,687	\$148,687	
A5 - Cost Per Unit by Level - SFD	\$ 193.29	\$ 113.99	\$ 252.77	\$ 560.05
B2 - East Grand SD Student Yield Per Townhome/Duplex Dwelling Unit	0.02	0.01	0.01	0.04
B5 - Cost Per Unit by Level - TH/Duplex	\$ 128.86	\$ 113.99	\$ 126.38	\$ 369.24
C2 - East Grand SD Student Yield Per Modular / Mobile Dwelling Unit	0.03	0.01	0.02	0.06
C5 - Cost Per Unit by Level - Mobile / Modular	\$ 193.29	\$ 113.99	\$ 252.77	\$ 560.05
G2 - East Grand SD Student Yield Per Apartment Unit	0.02	0.01	0.01	0.04
G5 - Cost Per Unit by Level - APT	\$ 128.86	\$ 113.99	\$ 126.38	\$ 369.24
Raw Land Cost / Acre Based on Recent Sales - With Annual Inflation				\$21,883
Total Cost - Basic Infrastructure				\$126,804
Developed Land Cost Including Basic Infrastructure				\$148,687

Figure 11 - Fee-in-Lieu Calculations – Town of Hot Sulphur Springs

East Grand School District - Fee-In_Lieu of Land Dedication - Calculations
Hot Sulphur Springs - Western Demographics, Inc. - 3/14/25

Cost Element	Elementary School	Middle School	High School	Totals
A1 - Students per School - (SFD)	300	300	400	
A2 - East Grand SD Student Yield Per SFD Dwelling Unit	0.14	0.07	0.09	0.30
A3 - Site Acreage by Level	13.0	23.0	34.0	
A4 - Developed Land Cost	\$148,687	\$148,687	\$148,687	
A5 - Cost Per Unit by Level - SFD	\$ 902.04	\$ 797.95	\$ 1,137.46	\$ 2,837.45
B2 - East Grand SD Student Yield Per Townhome/Duplex Dwelling Unit	0.07	0.04	0.05	0.16
B5 - Cost Per Unit by Level - TH/Duplex	\$ 451.02	\$ 455.97	\$ 631.92	\$ 1,538.91
C2 - East Grand SD Student Yield Per Modular / Mobile Dwelling Unit	0.18	0.09	0.12	0.39
C5 - Cost Per Unit by Level - Mobile / Modular	\$ 1,159.76	\$ 1,025.94	\$ 1,516.61	\$ 3,702.31
G2 - East Grand SD Student Yield Per Apartment Unit	0.04	0.02	0.02	0.08
G5 - Cost Per Unit by Level - APT	\$ 257.72	\$ 227.99	\$ 252.77	\$ 738.48
Raw Land Cost / Acre Based on Recent Sales - With Annual Inflation				\$21,883
Total Cost - Basic Infrastructure				\$126,804
Developed Land Cost Including Basic Infrastructure				\$148,687

Figure 12 - Fee-in-Lieu Calculations – Tabernash Area

East Grand School District - Fee-In_Lieu of Land Dedication - Calculations
Tabernash - Western Demographics, Inc. - 3/14/25

Cost Element	Elementary School	Middle School	High School	Totals
A1 - Students per School - (SFD)	300	300	400	
A2 - East Grand SD Student Yield Per SFD Dwelling Unit	0.06	0.03	0.04	0.13
A3 - Site Acreage by Level	13.0	23.0	34.0	
A4 - Developed Land Cost	\$148,687	\$148,687	\$148,687	
A5 - Cost Per Unit by Level - SFD	\$ 386.59	\$ 341.98	\$ 505.54	\$ 1,234.10
B2 - East Grand SD Student Yield Per Townhome/Duplex Dwelling Unit	0.06	0.03	0.04	0.13
B5 - Cost Per Unit by Level - TH/Duplex	\$ 386.59	\$ 341.98	\$ 505.54	\$ 1,234.10
C2 - East Grand SD Student Yield Per Modular / Mobile Dwelling Unit	0.06	0.03	0.04	0.13
C5 - Cost Per Unit by Level - Mobile / Modular	\$ 386.59	\$ 341.98	\$ 505.54	\$ 1,234.10
G2 - East Grand SD Student Yield Per Apartment Unit	0.03	0.02	0.02	0.07
G5 - Cost Per Unit by Level - APT	\$ 193.29	\$ 227.99	\$ 252.77	\$ 674.05
Raw Land Cost / Acre Based on Recent Sales - With Annual Inflation				\$21,883
Total Cost - Basic Infrastructure				\$126,804
Developed Land Cost Including Basic Infrastructure				\$148,687

Figure 13 - Fee-in-Lieu Calculations – Town of Winter Park

East Grand School District - Fee-In_Lieu of Land Dedication - Calculations
Winter Park - Western Demographics, Inc. - 3/14/25

Cost Element	Elementary School	Middle School	High School	Totals
A1 - Students per School - (SFD)	300	300	400	
A2 - East Grand SD Student Yield Per SFD Dwelling Unit	0.06	0.03	0.04	0.13
A3 - Site Acreage by Level	13.0	23.0	34.0	
A4 - Developed Land Cost	\$148,687	\$148,687	\$148,687	
A5 - Cost Per Unit by Level - SFD	\$ 386.59	\$ 341.98	\$ 505.54	\$ 1,234.10
B2 - East Grand SD Student Yield Per Townhome/Duplex Dwelling Unit	0.02	0.01	0.01	0.04
B5 - Cost Per Unit by Level - TH/Duplex	\$ 128.86	\$ 113.99	\$ 126.38	\$ 369.24
C2 - East Grand SD Student Yield Per Modular / Mobile Dwelling Unit	0.04	0.02	0.02	0.08
C5 - Cost Per Unit by Level - Mobile / Modular	\$ 257.72	\$ 227.99	\$ 252.77	\$ 738.48
G2 - East Grand SD Student Yield Per Apartment Unit	0.02	0.01	0.01	0.04
G5 - Cost Per Unit by Level - APT	\$ 128.86	\$ 113.99	\$ 126.38	\$ 369.24
Raw Land Cost / Acre Based on Recent Sales - With Annual Inflation				\$21,883
Total Cost - Basic Infrastructure				\$126,804
Developed Land Cost Including Basic Infrastructure				\$148,687

Figure 14 - Fee-in-Lieu Calculations – Unincorporated Grand County (EGSD Component)

East Grand School District - Fee-In_Lieu of Land Dedication - Calculations
Unincorporated Grand County - Western Demographics, Inc. - 3/14/25

Cost Element	Elementary School	Middle School	High School	Totals
A1 - Students per School - (SFD)	300	300	400	
A2 - East Grand SD Student Yield Per SFD Dwelling Unit	0.04	0.02	0.03	0.09
A3 - Site Acreage by Level	13.0	23.0	34.0	
A4 - Developed Land Cost	\$148,687	\$148,687	\$148,687	
A5 - Cost Per Unit by Level - SFD	\$ 257.72	\$ 227.99	\$ 379.15	\$ 864.86
B2 - East Grand SD Student Yield Per Townhome/Duplex Dwelling Unit	0.02	0.01	0.01	0.04
B5 - Cost Per Unit by Level - TH/Duplex	\$ 128.86	\$ 113.99	\$ 126.38	\$ 369.24
C2 - East Grand SD Student Yield Per Modular / Mobile Dwelling Unit	0.10	0.05	0.07	0.22
C5 - Cost Per Unit by Level - Mobile / Modular	\$ 644.31	\$ 569.97	\$ 884.69	\$ 2,098.97
G2 - East Grand SD Student Yield Per Apartment Unit	0.02	0.01	0.01	0.04
G5 - Cost Per Unit by Level - APT	\$ 128.86	\$ 113.99	\$ 126.38	\$ 369.24
Raw Land Cost / Acre Based on Recent Sales - With Annual Inflation				\$21,883
Total Cost - Basic Infrastructure				\$126,804
Developed Land Cost Including Basic Infrastructure				\$148,687

Land Dedication Calculations – Acreage Calculations – When developments are large, the district would be able to accept school land instead of fee if that were deemed best. Figures 15 - 21 define the acreage values for each community.

Figure 15 - Land Dedication Calculations – Town of Frasier

East Grand School District - Land Dedication Acreages Per Unit - Frasier				
Western Demographics, Inc. - 3/14/25				

Calculation Element	Elementary School	Middle School	High School	Totals
A1 - Students per School - (SFD)	300	300	400	
A2 - East Grand SD Student Yield Per SFD Dwelling Unit	0.10	0.05	0.07	0.22
A3 - Site Acreage by Level	13.0	23.0	34.0	
A6 - Acreage Per Unit by Level - SFD	0.0043	0.0038	0.0060	0.0141
B2 - East Grand SD Student Yield Per TH/Duplex Dwelling Unit	0.05	0.02	0.03	0.10
B6 - Acreage Per Unit by Level - TH/Duplex	0.0022	0.0015	0.0026	0.0063
C2 - East Grand SD Student Yield Per Modular / Mobile Unit	0.10	0.05	0.06	0.21
C6 - Acreage Per Unit by Level - Modular / Mobile	0.0043	0.0038	0.0051	0.0133
G2 - East Grand SD Student Yield Per Apartment Unit	0.02	0.01	0.02	0.05
G6 - Acreage Per Unit by Level - APT	0.0009	0.0008	0.0017	0.0033

Figure 16 - Land Dedication Calculations – Town of Granby

East Grand School District - Land Dedication Acreages Per Unit - Granby				
Western Demographics, Inc. - 3/14/25				

Calculation Element	Elementary School	Middle School	High School	Totals
A1 - Students per School - (SFD)	300	300	400	
A2 - East Grand SD Student Yield Per SFD Dwelling Unit	0.13	0.07	0.09	0.29
A3 - Site Acreage by Level	13.0	23.0	34.0	
A6 - Acreage Per Unit by Level - SFD	0.0056	0.0054	0.0077	0.0187
B2 - East Grand SD Student Yield Per TH/Duplex Dwelling Unit	0.07	0.03	0.04	0.14
B6 - Acreage Per Unit by Level - TH/Duplex	0.0030	0.0023	0.0034	0.0087
C2 - East Grand SD Student Yield Per Modular / Mobile Unit	0.24	0.12	0.16	0.52
C6 - Acreage Per Unit by Level - Modular / Mobile	0.0104	0.0092	0.0136	0.0332
G2 - East Grand SD Student Yield Per Apartment Unit	0.03	0.02	0.02	0.07
G6 - Acreage Per Unit by Level - APT	0.0013	0.0015	0.0017	0.0045

Figure 17 - Land Dedication Calculations – Grand Lake Area

<i>East Grand School District - Land Dedication Acreages Per Unit - Grand Lake Western Demographics, Inc. - 3/14/25</i>
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Calculation Element	Elementary School	Middle School	High School	Totals
A1 - Students per School - (SFD)	300	300	400	
A2 - East Grand SD Student Yield Per SFD Dwelling Unit	0.03	0.01	0.02	0.06
A3 - Site Acreage by Level	13.0	23.0	34.0	
A6 - Acreage Per Unit by Level - SFD	0.0013	0.0008	0.0017	0.0038
B2 - East Grand SD Student Yield Per TH/Duplex Dwelling Unit	0.02	0.01	0.01	0.04
B6 - Acreage Per Unit by Level - TH/Duplex	0.0009	0.0008	0.0009	0.0025
C2 - East Grand SD Student Yield Per Modular / Mobile Unit	0.03	0.01	0.02	0.06
C6 - Acreage Per Unit by Level - Modular / Mobile	0.0013	0.0008	0.0017	0.0038
G2 - East Grand SD Student Yield Per Apartment Unit	0.02	0.01	0.01	0.04
G6 - Acreage Per Unit by Level - APT	0.0009	0.0008	0.0009	0.0025

Figure 18 - Land Dedication Calculations – Hot Sulphur Springs

<i>East Grand School District - Land Dedication Acreages Per Unit - Hot Sulphur Springs Western Demographics, Inc. - 3/14/25</i>

Calculation Element	Elementary School	Middle School	High School	Totals
A1 - Students per School - (SFD)	300	300	400	
A2 - East Grand SD Student Yield Per SFD Dwelling Unit	0.14	0.07	0.09	0.30
A3 - Site Acreage by Level	13.0	23.0	34.0	
A6 - Acreage Per Unit by Level - SFD	0.0061	0.0054	0.0077	0.0191
B2 - East Grand SD Student Yield Per TH/Duplex Dwelling Unit	0.07	0.04	0.05	0.16
B6 - Acreage Per Unit by Level - TH/Duplex	0.0030	0.0031	0.0043	0.0104
C2 - East Grand SD Student Yield Per Modular / Mobile Unit	0.18	0.09	0.12	0.39
C6 - Acreage Per Unit by Level - Modular / Mobile	0.0078	0.0069	0.0102	0.0249
G2 - East Grand SD Student Yield Per Apartment Unit	0.04	0.02	0.02	0.08
G6 - Acreage Per Unit by Level - APT	0.0016	0.0014	0.0021	0.0051

Figure 19 - Land Dedication Calculations – Tabernash Area

<i>East Grand School District - Land Dedication Acreages Per Unit - Tabernash</i> <i>Western Demographics, Inc. - 3/14/25</i>
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Calculation Element	Elementary School	Middle School	High School	Totals
A1 - Students per School - (SFD)	300	300	400	
A2 - East Grand SD Student Yield Per SFD Dwelling Unit	0.06	0.03	0.04	0.13
A3 - Site Acreage by Level	13.0	23.0	34.0	
A6 - Acreage Per Unit by Level - SFD	0.0026	0.0023	0.0034	0.0083
B2 - East Grand SD Student Yield Per TH/Duplex Dwelling Unit	0.06	0.03	0.04	0.13
B6 - Acreage Per Unit by Level - TH/Duplex	0.0026	0.0023	0.0034	0.0083
C2 - East Grand SD Student Yield Per Modular / Mobile Unit	0.06	0.03	0.04	0.13
C6 - Acreage Per Unit by Level - Modular / Mobile	0.0026	0.0023	0.0034	0.0083
G2 - East Grand SD Student Yield Per Apartment Unit	0.03	0.02	0.02	0.07
G6 - Acreage Per Unit by Level - APT	0.0013	0.0015	0.0017	0.0045

Figure 20 - Land Dedication Calculations – Town of Winter Park

<i>East Grand School District - Land Dedication Acreages Per Unit - Winter Park</i> <i>Western Demographics, Inc. - 3/14/25</i>
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Calculation Element	Elementary School	Middle School	High School	Totals
A1 - Students per School - (SFD)	300	300	400	
A2 - East Grand SD Student Yield Per SFD Dwelling Unit	0.06	0.03	0.04	0.13
A3 - Site Acreage by Level	13.0	23.0	34.0	
A6 - Acreage Per Unit by Level - SFD	0.0026	0.0023	0.0034	0.0083
B2 - East Grand SD Student Yield Per TH/Duplex Dwelling Unit	0.02	0.01	0.01	0.04
B6 - Acreage Per Unit by Level - TH/Duplex	0.0009	0.0008	0.0009	0.0025
C2 - East Grand SD Student Yield Per Modular / Mobile Unit	0.04	0.02	0.02	0.08
C6 - Acreage Per Unit by Level - Modular / Mobile	0.0017	0.0015	0.0017	0.0050
G2 - East Grand SD Student Yield Per Apartment Unit	0.02	0.01	0.01	0.04
G6 - Acreage Per Unit by Level - APT	0.0009	0.0008	0.0009	0.0025

Figure 21 - Land Dedication – Unincorporated Grand County (EGSD Component)
East Grand School District - Land Dedication Acreages - Unincorporated Grand County
Western Demographics, Inc. - 3/14/25

Calculation Element	Elementary School	Middle School	High School	Totals
A1 - Students per School - (SFD)	300	300	400	
A2 - East Grand SD Student Yield Per SFD Dwelling Unit	0.04	0.02	0.03	0.09
A3 - Site Acreage by Level	13.0	23.0	34.0	
A6 - Acreage Per Unit by Level - SFD	0.0017	0.0015	0.0026	0.0058
B2 - East Grand SD Student Yield Per TH/Duplex Dwelling Unit	0.02	0.01	0.01	0.04
B6 - Acreage Per Unit by Level - TH/Duplex	0.0009	0.0008	0.0009	0.0025
C2 - East Grand SD Student Yield Per Modular / Mobile Unit	0.10	0.05	0.07	0.22
C6 - Acreage Per Unit by Level - Modular / Mobile	0.0043	0.0038	0.0060	0.0141
G2 - East Grand SD Student Yield Per Apartment Unit	0.02	0.01	0.01	0.04
G6 - Acreage Per Unit by Level - APT	0.0009	0.0008	0.0009	0.0025

Summary – The methodology presented in this report would result in the EGSD having a land dedication / fee-in-lieu of dedication system that would be consistent with other Colorado districts. The proposed methodology uses developed land values, localized student yield values and differentiates fees by community and dwelling type based on student yield. The definitions for dwelling types are consistent with current municipal practice. All jurisdictions are represented along with well-known areas that are represented by Census Designated Places along with fees for the EGSD portion of unincorporated Grand County.

Figure 22 – ECSD - Summary of Proposed Land Dedication and Land Dedication Values

Jurisdiction	SFD	SFA	Use Lower of SFD and MH for MH	APT	MH
Fraser	\$ 2,098.97	\$ 929.29	\$ 1,972.58	\$ 495.62	\$ 1,972.58
Granby	\$ 2,773.01	\$ 1,298.53	\$ 2,773.01	\$ 674.05	\$ 4,936.41
Grand Lake	\$ 560.05	\$ 369.24	\$ 560.05	\$ 369.24	\$ 560.05
Hot Sulphur Springs	\$ 2,837.45	\$ 1,538.91	\$ 2,837.45	\$ 738.48	\$ 3,702.31
Tabernash CDP	\$ 1,234.10	\$ 1,234.10	\$ 1,234.10	\$ 674.05	\$ 1,234.10
Winter Park	\$ 1,234.10	\$ 369.24	\$ 738.48	\$ 369.24	\$ 738.48
Unincorporated Grand Co.	\$ 864.86	\$ 369.24	\$ 864.86	\$ 369.24	\$ 2,098.97

Jurisdiction	SFD	SFA	Use Lower of SFD and MH for MH	APT	MH
Fraser	0.0141	0.0063	0.0133	0.0033	0.0133
Granby	0.0187	0.0087	0.0187	0.0045	0.0332
Grand Lake	0.0038	0.0025	0.0038	0.0025	0.0038
Hot Sulphur Springs	0.0191	0.0104	0.0191	0.0051	0.0249
Tabernash CDP	0.0083	0.0083	0.0083	0.0045	0.0083
Winter Park	0.0083	0.0025	0.0050	0.0025	0.0050
Unincorporated Grand Co.	0.0058	0.0025	0.0058	0.0025	0.0141



MEMO

TO Town Council

FROM James Shockey, AICP, Community Development Director

DATE December 2, 2025

RE Intergovernmental Agreement with East Grand School District

Background:

Included with this staff report is an Intergovernmental Agreement (IGA) with East Grand School District No. 2 that establishes requirements for land dedications or payments in lieu ("Fair Contribution for Public School Sites") for new residential development in the Town.

The proposed IGA formalizes a coordinated system for reviewing development applications, calculating fair contributions, and ensuring that contributions are used appropriately. It also requires the standards be reviewed every four years to reflect current conditions within the School District, with any updates incorporated through amendment to the Agreement.

The IGA provides a predictable and legally defensible framework to ensure that new development contributes proportionately to school facility needs. It improves coordination with the School District, supports comprehensive planning, and aligns development impacts with necessary educational infrastructure.

The IGA would take effect January 1, 2026, and remain in place for ten years with automatic renewals. Either party may terminate the Agreement with one year's notice following a good-faith meeting.

Staff Recommendation:

Staff recommends the Town Council approve Resolution 2286, Series 2025, a resolution approving an IGA with East Grand School District regarding land and funding for schools.

Sample Motion for Approval:

I move to approve Resolution 2286, Series 2025, a resolution approving an IGA with East Grand School District regarding land and funding for schools.

Sample Motion for Denial:

I move to deny Resolution 2286, Series 2025, a resolution approving an IGA with East Grand School District regarding land and funding for schools, specifically: [articulate specific reasons for denial of the ordinance].

TOWN OF WINTER PARK

RESOLUTION NO. 2286
SERIES OF 2025

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WINTER PARK APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH EAST GRAND SCHOOL DISTRICT REGARDING LAND AND FUNDING FOR SCHOOLS

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

Section 1. The Town Council hereby approves the Intergovernmental Agreement Concerning Land Dedications or Payments In-Lieu for School Purposes in substantially the form attached hereto and authorizes the Mayor to execute the same 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

**INTERGOVERNMENTAL AGREEMENT
CONCERNING LAND DEDICATIONS OR
PAYMENTS IN-LIEU FOR SCHOOL PURPOSES**

THIS INTERGOVERNMENTAL AGREEMENT CONCERNING LAND DEDICATIONS OR PAYMENTS IN LIEU FOR SCHOOL PURPOSES (“Agreement”) is entered into by and between the Town of Winter Park, Colorado, a home rule municipality (“Town”), and East Grand School District No. 2, a political subdivision of the State of Colorado (“School District”), to be effective as of the 1st day of January 2026 (“Effective Date”).

RECITALS

A. Local governments are encouraged and authorized to cooperate or contract with other units of government, pursuant to C.R.S. § 29-20-105, for the purpose of planning or regulating the development of land within both jurisdictions, including, but not limited to, the joint exercise of planning, zoning, subdivision, building and related regulations.

B. Pursuant to Colorado Constitution, Article XX, Section 6, the Town’s Home Rule Charter, and Sections 31-23-301 and -303, C.R.S., the Town is furthermore authorized to regulate and restrict the density of population of the Town for the purpose of promoting health, safety, morals, and general welfare of the community; and to adopt regulations in accordance with the comprehensive plan to facilitate the adequate provision of schools.

C. Section 22-54-102(4)(a), C.R.S., authorizes local governments to cooperate with school districts through intergovernmental agreements to fund, construct, maintain, or manage capital construction projects, provided that funding is provided by a source of local government revenue that is otherwise authorized by law.

D. Growth in residential land development necessitates the building of additional public school facilities and making improvements to existing school facilities in order to accommodate the corresponding increases in the student population. The dedication and conveyance of land for public school sites or payments in lieu thereof (hereinafter referred to as “in-lieu payments”) (land dedication or in-lieu payments are sometimes hereinafter collectively referred to as “Fair Contribution for Public School Sites”) will help to meet such demand.

E. In order to provide adequate public school facilities to serve new residential land developments, it is appropriate that the School District and Town cooperate in the negotiation process between the Town and developers seeking annexation or subdivision of land that is annexed or developed after the Effective Date regarding Fair Contribution for Public School Sites.

F. Requiring Fair Contribution for Public School Sites implements the Town’s goals and policies to provide for public improvements in a manner appropriate for a modern, efficiently functioning Town, and to ensure that new development does not negatively impact the provision of municipal services.

G. There is an essential nexus between the need for the Fair Contribution for Public School Sites and the legitimate local governmental interest of promoting and preserving the public health, safety, and welfare of the citizens of the Town and the School District.

H. It is a reasonable exercise of the power of the Town to require Fair Contribution for Public School Sites so that new residential developments bear a proportionate share of the cost of public school site acquisitions that are necessary to provide educational opportunities for the estimated new students generated by new residential developments.

I. The Town and School District, upon consideration of the effect of residential land development on the ability of the School District to provide public school facilities in the Town, agree that it is in the best interests of the citizens of the Town to enter into an intergovernmental agreement for the purposes of providing for the Fair Contribution for Public School Sites, as provided for in this Agreement.

J. The Town and School District desire to hereby define the rights and obligations of each entity with respect to the planning, collection, and use of Fair Contribution for Public School Sites.

AGREEMENT

NOW THEREFORE, in consideration of the objectives and policies expressed in the Recitals to this Agreement and the mutual promises contained in this Agreement, the Town and School District agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined have the meanings specified below:

1.1 "Apartment" means a multi-family building containing five (5) or more dwelling units, excluding a townhouse, with each unit having an entrance to a hallway, stairway, or balcony in common with a minimum of one (1) other dwelling unit.

1.2 "Developer" means the legal owner or owners of a any land included in a proposed development, or the holder of an option or contract to purchase, or any person having the authority to submit an application for approval of a subdivision under the Town's land use code.

1.2 "Dwelling unit" means one (1) or more rooms in a dwelling designed for occupancy by one (1) family for living purposes and having not more than one (1) kitchen. For purpose of this Agreement, Dwelling Units are categorized as Single Family Detached, Single Family Attached; and Multi-family.

1.3 "Land Development Project" or "Project" means any proposed annexation, subdivision approval or any subsequent amendment to a previously approved development proposal that will result in new or additional Dwelling Units or a population density or population greater than that contemplated by the previously approved development proposal.

1.4 "Methodology" means the formulas, based upon the School Planning Standards (defined in Section 1.8 below), for calculating the Fair Contribution for Public School Sites, as set forth in Exhibit B, attached hereto and incorporated herein.

1.5 “Mobile Home” means any Dwelling Unit prefabricated in a factory and transported to and placed on a site for residential occupancy.

1.6 “Multi-family dwelling” (also referred to as “apartments” in this Agreement) means a building or portion thereof, including condominiums, designed for or occupied by three (3) or more families living independently of each other, with varying arrangements of entrances and party walls. Multi-family dwelling does not include townhouses, boarding houses, dormitories, fraternities, sororities, bed and breakfast establishments, single-family attached dwellings, single-family detached dwellings, or hotels and motels.

1.7 “School Facility” means any building, structure or appurtenant facility, whether combined in a single structure or separate structures, that is required in the judgment of the School District Board of Education for the provision of K-12 educational services within the School District, including, without limitation, any classroom building, administrative office building, transportation center, athletic field and/or structure, stadium, indoor pool, maintenance building, teacherage and other employee housing and/or training facility.

1.8 “School Planning Standards” means the adopted School District planning standards set forth in Exhibit A, which establish school facility enrollment capacities, School Site Acreage Requirements, student yields per category of Dwelling Unit for each of the three school levels (elementary, middle and secondary or high), and the estimated fair market value of real property that is located within the boundaries of both the Town and the School District.

1.9 “School Site” means a tract or parcel of land dedicated by express language in the final plat of a Project for the construction or expansion of School Facilities.

1.10 “School Site Acreage Requirements” means the minimum acreage needed for each School Site for each of the three separate school levels. The School Site Acreage Requirements are set forth in Exhibit A.

1.11 “Single family attached dwelling” means two (2) or more single-family dwelling units, each with its own outside entrance and individual lot, which are joined together by a common or party wall which is shared by two (2) or more individual dwelling units along the lot line and includes townhomes.

1.12 “Single family detached dwelling” means a detached building designed exclusively for occupancy by one (1) family.

1.13 “Town Code” means the Winter Park Town Code, including, without limitation, its Unified Development Code (“UDC”), as amended.

2. School Site Coordination and Development Referrals

2.1 The Town shall refer to the School District all Land Development Project petitions or applications that require a public hearing before the Planning Commission and/or the Town Council for the School District’s review and comment concerning the adequacy of School Sites

and School Facilities to provide adequate educational opportunities for students in response to the Land Development Project. The School District shall make the determination, as further specified hereinbelow in Section 4, concerning the effect a Land Development Project will have on the School District's ability to provide adequate School Sites and School Facilities based on the Methodology in effect at the time the Developer's proposal is submitted by the Town to the School District for its review and, to the extent permitted by law, the Town shall implement said determination consistent with this Agreement and the Town Code and regulations then in effect. Town staff shall invite School District representatives to its Design Review Committee meetings when Developers are proposing residential development with specific densities and types of units.

2.1 If a non-residential Land Development Project application is filed with the Town but that, in the opinion of the Town, may influence or affect property owned by or activities of the School District, the Town shall also refer information pertaining to said application to the School District for review and comment in accordance with the procedures contemplated herein.

2.3 The School District agrees to promptly review the referred Land Development Project petition or application and promptly submit its comments, recommendations, and requests to the Town by the deadline stated in any cover letter or referral letter accompanying the petition or application from the Town to the School District. Failure to timely respond may be deemed by the Town as a response from the School District of "no comment" concerning the referred petition or application if the Town has evidence of notification provided to the School District regarding the Land Development Project petition.

3. Methodology

3.1 The Town agrees to require Fair Contribution for Public School Site as a precondition to final approval of the lawfully authorized Dwelling Units not otherwise exempted under Section 6 below or the Town Code as proposed in the Land Development Project.

3.2 For purposes of this Agreement, the parties have adopted the Methodology to determine Fair Contribution for Public School Sites for each of the three categories of Dwelling Units (Single Family Detached (SFD), Single Family Attached (SFA), mobile or modular construction (MH) and Multi-family or Apartment (APT)) sufficient to provide adequate educational opportunities to new residential developments. The parties agree that the Methodology, attached and incorporated herein as Exhibit B, and as may be amended from time to time and made applicable to the parties by amendment to this Agreement, has been developed in a manner so as to fairly apportion the cost of acquiring School Sites made necessary by a Land Development Project and to ensure that any in-lieu payments will be used as provided in Section 5 below.

3.3 Unless and until modified by the parties, the Methodology and its supplementary background materials shall include, but not be limited to, the following factors:

3.3.1 School Planning Standards adopted by the School District;

3.3.2 The capacity demand of each category of School Facility resulting from each category of Dwelling Unit;

3.3.3 The means for determining the per-acre fair market value of real property that is located within the boundaries of both the Town and the School District; and

3.3.4 The procedure for calculating the Fair Contribution for Public School Site sufficient to provide educational opportunities for students in response to the proposed Land Development Project or the combination of land dedication and conveyance and in-lieu payments, required per Dwelling Unit.

3.4 The Town and School District agree that the Methodology and School Planning Standards shall be reviewed every four (4) years or earlier upon the request of either party due to a change in the standards and conditions within the School District. The Methodology and School Planning Standards may be revised to reflect the current standards and conditions within the School District and may be made applicable to the parties by amendment to this Agreement. The exhibit adopted pursuant to the provisions of this Agreement shall be updated by amendment to this Agreement at such time to reflect changes agreed upon by the parties. The School District shall furnish a copy of any updated School Planning Standards it develops to the Town prior to adoption by the School District.

3.5 It is the intent of the parties that the Methodology and any amendment thereto, and application of the Methodology, shall be in conformity with the requirements of Section 29-20-203, C.R.S.

4. Determination of Land Dedication or In-Lieu Payment Requirements

4.1 As a condition of approval of any Land Development Project, the Developer's Land Development Project application or petition shall dedicate and provide for the conveyance of land for a School Site to the School District or, in the event the proposed dedication of land is inconsistent with the needs of the School District, the Town's comprehensive plan or the School Site Acreage Requirements as determined by the Superintendent or designee or that the parties agree is not otherwise in the best interests of the School District, the School District may require a payment in lieu of land dedication or a combination of land dedication and an in-lieu payment.

4.2 The manner and amount of either type of land dedication or in-lieu payment thereof shall be based on the application of the School Planning Standards and Methodology in effect at the time the Developer applies for any Land Development Project. Nothing provided herein shall preclude the School District and any Developer from mutually agreeing to resolve the issue of Fair Contribution for Public School Sites in a manner other than as stated above.

4.3 If land is to be dedicated to the School District as part of the approval of any Land Development Project, the Town agrees before recording of the final plat for the Land Development Project, or any portion of it, to require proof that the dedication and conveyance or appropriate reservation of land for future dedication to the School District in accordance with Section 4.5, has been made to the School District in accordance with the following requirements:

4.3.1 The Developer has conveyed or agreed to convey to the School District by general warranty deed, title to the land slated for dedication, which title is to be free and clear of all items, encumbrances, and exceptions (except those approved in writing by the School District), including, without limitation, real property taxes, which will be prorated to the date of conveyance

or dedication provided, however, if the Developer holds title to the land to be conveyed as a school site by special warranty deed, then conveyance to the School District shall be by special warranty deed. Dedication and conveyance shall occur no later than, or contemporaneously with, the recording of the final plat for the subdivision. If requested by the School District, the Developer shall also enter into a contract with the School District for the sale of real property, which contract shall require the Developer to provide title insurance for the property; a land survey plat of the property; representations and warranties concerning hazardous materials on the property; and contain any other terms agreed upon between the School District and the Developer dedicating and conveying the property.

4.3.2 At the time of dedication or conveyance, the Developer shall provide a title insurance commitment and policy in an amount equal to the fair market value of the dedicated property.

4.3.3 At the appropriate time, not later than issuance of the first residential building permit for the Land Development Project, the Developer shall either provide or pay the costs associated with ensuring that the School Site has direct access to a publicly dedicated street improved to Town standards, utilities (including water, sewer, storm sewer, electric, natural gas and telecommunications) stubbed to the School Site, and overlot grading of the School Site, which shall include mass grading but not final/fine grading; all of which costs have been considered and included in the determination of the Developed Land Value in accordance with Exhibit A for those Developers who make in-lieu payments.

4.3.4 The School District shall at no expense to the Town maintain all lands dedicated to the School District, including without limitation mowing in conformance with Town ordinances and regulations. Notwithstanding the foregoing, the School District and the Town may by separate joint use agreement mutually agree to allow for the development and use of the dedication land for park or recreational uses by the Town until commencement of construction of improvements on said land.

4.4 If land is to be reserved for future dedication to the School District as part of the approval of any Land Development Project, the Town shall thereafter accept the final plat for the Land Development Project, or any portion of it, for recording only if such plat shows the reservation of such land for such future dedication to the School District. Dedication of the reserved site shall occur no later than the date of final approval of the Land Development Project that includes the reserved site. The School District shall promptly certify to the Town in writing that the dedication has been made. In the event a final plat is approved without dedication of land, any future filings within the Project may be withheld until the dedication is complete. In the event that the School District determines, in its sole discretion, that the dedication of a reserved site is necessary prior to the issuance of any building permit for the Project within which such site is located, the School District shall so notify the person(s) shown by the records of the Grand County Assessor as being the then-current owner(s) of such site. Said notice shall be sent by certified mail, return receipt requested. Within sixty (60) days of the mailing of said notice, the reserved property that is the subject of the mailing shall be dedicated to the School District by the owner(s) thereof, as a condition of the Town's final approval of the Land Development Project.

4.5 Nothing contained in this Agreement shall preclude the School District from commenting to the Town upon the adequacy of School Sites or School Facilities, necessary in its judgment, to serve the Land Development Project.

5. Collection, Deposit and Expenditure of In-Lieu Payments

5.1 If the Fair Contribution for Public School Sites includes payment in lieu of dedication of land, then the Developer shall make in-lieu payments to the School District calculated in accordance with the then current Methodology for each Dwelling Unit prior to approval and recording of the final plat for the Land Development Project or, in the case of condominiums, prior to the issuance of a certificate of occupancy for each unit. Promptly upon receipt and before approval and recording of the final plat, the School District will provide a certificate to the Town Manager or the Town Manager's designee and to the Developer acknowledging receipt of the in-lieu payments from the Developer for the Land Development Project that identifies the subdivision, blocks, and lots for which the in-lieu payments have been made. The School District will similarly provide a certificate acknowledging payment of the in-lieu fee for a condominium unit as a pre-condition of the issuance by the Town of a certificate of occupancy for any condominium unit. If future adjustments or modifications to the Project result in a reduction in the number of Dwelling Units as proposed in the Land Development Project, then the School District shall have no obligation, except as otherwise provided herein, to refund in-lieu payments previously paid by the Developer. Before issuing a building permit for any Dwelling Unit not otherwise exempt pursuant to Section 6, the Town shall require evidence that the Fair Contribution for Public School Sites has been received by the School District. The Superintendent of the School District, or the Superintendent's designee, shall provide such evidence in a timely manner to the Town Manager or the Town Manager's designee. In the event a building permit is inadvertently issued without the payment of any in-lieu fees, any future building permits for Dwelling Units within the Project or future filings of the Developer within the Project may be withheld until the delinquent fee is paid. All in-lieu payments shall be paid to the order of the School District and promptly deposited into an appropriate interest-bearing account authorized by Colorado Revised Statutes sections 24-75-601 to 605, which account is established, held and owned by the School District. Fair Contributions for Public School Sites shall not constitute revenue of the Town under the provisions of Article X, Section 20 of the Colorado Constitution.

5.2 The in-lieu payments deposited into the account and all funds the School District may receive from the sale of land dedicated or conveyed as a School Site within three (3) months of the date of dedication or conveyance shall be earmarked and expended solely for acquisition, development, or expansion of School Sites or for capital facilities planning, site acquisition, or capital outlay purposes for School Facilities within the school feeder or open enrollment attendance boundaries that include the property for which the contribution was paid. Subject to the limitations of this Agreement, the time for, nature, method, and extent of such planning, acquisition, development, or outlay shall be at the discretion of the School District.

5.3 Except as otherwise provided in this IGA, any in-lieu payments the District has not used for acquisition or development of public school sites within twenty (20) years of the date of the Developer's final in-lieu payment for the Land Development Project shall be tendered for refund, with interest earned and credited according to C.R.S. § 29-1-801 to -803, to the person or entity who made the Fair Contribution for Public School Sites. This does not pertain to the dedication of land. The School District shall give notice by first-class mail to the person who made the Fair Contribution

for Public School Sites at their address as reflected in the records maintained by the School District. If the person does not file with the School District a written claim for refund of the funds within ninety (90) days of the mailing of such notice, the Fair Contribution for Public School Sites refund shall be forfeited and revert to the School District to be utilized for capital facilities that will benefit the school feeder attendance area boundaries that include the property for which the Fair Contribution for Public School Sites funds were paid. The School District may request the Town extend the twenty- (20-) year time period. The Town shall consider any such request at a public hearing, following which the Town may, for good cause shown, extend such period of time as the Town deems reasonable and necessary in accordance with the School District's articulated needs and the Town's comprehensive plan.

6. Exemptions from Fair Contribution for Public School Sites

6.1 The following uses within the Town's boundaries shall be exempted from requirements of Fair Contribution for Public School Sites when determined by the Town at the time of application for a Project to be applicable:

6.1.1 Construction of any non-residential building or structure, except as otherwise provided herein;

6.1.2 Alteration, replacement, or expansion of any legally existing building or structure that does not increase the number of Dwelling Units;

6.1.3 Construction of any building or structure for limited term stay or for long-term assisted living, including, but not limited to, bed and breakfast establishments, adult boarding or rooming houses, family-care homes, group-care homes, halfway houses, hotels, motels, nursing homes, or hospices; and

6.1.4 Construction of any residential developments that are subject to recorded covenants acceptable to the Town in consultation with the School District restricting the age of the residents of said Dwelling Units such that said Dwelling Units may be classified as "housing for older persons," pursuant to the Federal Fair Housing Amendments Act of 1988, as amended.

6.2 Any claim of exemption pursuant to this Section 6 must be made at the time of application for the Project. Any claim not so made may be deemed waived.

7. Annual Report, Accounting and Audit

7.1 The School District shall submit an annual report on or before September 1 of each year to the Town describing the School District's collection and use of in-lieu payments during the preceding fiscal year. This report shall include:

7.1.1 A review of the assumptions and data upon which the Methodology is based, including student generation ratios and attendance area boundaries;

7.1.2 Statutory changes or changes in the Methodology, including the School Planning Standards, and School District policies related to acquisition or construction of school sites and facilities; and

7.1.3 Any recommended modifications to the land dedication and in-lieu payment schedule.

7.2 After receipt of the report, the Town shall review it, consider those matters listed in the previous subsection, and shall complete its review within sixty (60) days of receipt.

7.3 The School District shall establish and maintain a separate accounting system to ensure that all in-lieu payments are expended in accordance with the Agreement.

7.4 The School District shall cause an audit to be performed annually of the in-lieu payments received, used, or expended under this Agreement. The audit shall be conducted according to the generally accepted accounting principles for government entities. A copy of said audit shall be furnished to the Town upon request. The cost of the audit shall be paid for by the School District.

7.5 At any time the Town deems necessary, the School District shall honor the Town's request for an accounting to be completed by the chief financial officer of the School District concerning the School District's use of the in-lieu payments.

8. Term of Agreement

The term of this Agreement shall commence on the Effective Date and shall continue for a period of ten (10) years thereafter. This Agreement shall automatically renew for additional ten (10) year terms unless either party notifies the other of intent to non-renew at least one hundred eighty (180) days prior to expiration of the term or any extensions thereof. Either party may terminate this Intergovernmental Agreement at any time with or without cause, upon one year's written notice to the other party. At least sixty (60) days before submitting notice of termination to the other party, a party desiring to terminate shall meet and confer in good faith with the other party about its reasons for termination. Any termination or repeal of any authorizing ordinance will apply prospectively to any proposed Land Development Projects and shall not affect the performance of any Projects approved when this Agreement was in effect.

9. Miscellaneous Provisions

9.1 **Faith and Credit.** Neither party shall extend the faith or credit of the other to any third person or entity.

9.2 **Amendments.** This Agreement may be amended only by mutual agreement of the parties and shall be evidenced by a written instrument authorized and executed with the same formality as this Agreement.

9.3 **Notice.** Any notice required by this Agreement shall be in writing. If such notice is hand delivered or personally served, it shall be effective immediately upon such delivery or service.

If given by mail, it shall be certified with return receipt requested and addressed to the following addresses:

Town of Winter Park
Attention: Town Manager
50 Vasquez Road
P.O. Box 3327
Winter Park, Colorado 80482

East Grand School District No. 2
Attention: Superintendent
99 Co Rd 611
Granby, CO 80446

9.4 **Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be interpreted and construed in accordance with the laws of the State of Colorado.

9.5 **Severability.** If this Agreement, or any portion of it, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of the agreement.

9.6 **Indemnification.** The Town and School District agree to cooperate in the defense of any legal action that may be brought contesting the validity of this Agreement or the implementing ordinances. The School District shall be responsible for defending any such claim, whether filed against the Town, the School District, or both. Upon receipt by the Town of any claim, or commencement of a civil action against the Town, the Town shall give prompt written notice thereof following which the parties agree to consult with each other regarding the claim and/or defense of the action and selection of counsel in connection therewith. Nothing contained in this Agreement shall constitute a waiver by the Town or the School District of the provisions of the Colorado Governmental Immunity Act or other applicable immunity defense. This provision shall survive termination of the Agreement, and be enforceable until statutes of limitation preclude all claims.

9.7 **Provisions Construed as to Fair Meaning.** The provisions of this Agreement shall be constructed as to their fair meaning, and not for or against any party based upon any attributes to such party as the source of the language in question.

9.8 **Compliance with Ordinances and Regulations.** This Agreement shall be administered consistent with all current and future Town laws, rules, ordinances, and regulations concerning land dedication or conveyance for public school sites.

9.9 **No Implied Representations.** No representations, warranties, or certifications, express or implied, shall exist as between the parties, except as specifically stated in this Agreement.

9.10 **No Third-Party Beneficiaries.** None of the terms, conditions, or covenants in this Agreement shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than the Town or School District receiving services or benefits under this Agreement shall be only an incidental beneficiary.

9.11 **Financial Obligations.** This Agreement shall not be deemed a pledge of the credit of the Town or the School District or a collection or payment guarantee by the Town to the School District. Nothing in this Agreement shall be construed to create a multiple fiscal year direct or indirect municipal debt or municipal financial obligation.

9.12 **Integrated Agreement and Amendments.** This Agreement is an integration of the entire understanding of the parties with respect to the matters stated herein. The parties shall only amend this Agreement in writing with the proper official signatures attached hereto.

9.13 **Waiver.** No waiver of any breach or default under this Agreement shall be a waiver of any other or subsequent breach or default.

9.14 **Recording.** This Agreement shall be recorded with the Grand County Clerk and Recorder.

9.15 **Prospective Application.** This Agreement shall apply prospectively to any proposed Land Development Projects approved by the Town on or after the Effective Date of this Agreement.

[Signature Page Is Next Page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall be in full force and effect the day and year first above set forth.

TOWN OF WINTER PARK, COLORADO

By: _____
Nick Kutrumbos, Mayor

Date: _____

ATTEST:

Danielle Jardee, Town Clerk

EAST GRAND SCHOOL DISTRICT NO. 2

By: _____
President, Board of Education

Date: _____

ATTEST:

Secretary

EXHIBIT A

I. SCHOOL PLANNING STANDARDS

A. Student Yields Per Dwelling Unit Type

Student Yields Per	Elementary School	Middle School	High School	Totals
SFD Dwelling Unit	0.06	0.03	0.04	<i>0.13</i>
Townhome/Duplex Dwelling Unit	0.02	0.01	0.01	<i>0.04</i>
Modular / Mobile Dwelling Unit	0.04	0.02	0.02	<i>0.08</i>
Apartment Unit	0.02	0.01	0.01	<i>0.04</i>

B. School Facility Size Enrollment Capacities and Site Acreage Variables

	Elementary School	Middle School	High School
School Enrollment	300	300	400
Site Acreage	13	23	34

C. Developed Land Costs Average Districtwide: \$148, 687 Per Acre.

EXHIBIT B

METHODOLOGY

Land Dedication and Fee-in-Lieu Calculations

Land Dedication

School Land Dedication Calculations	
Residential Development Type	Land Calculation Rate (per acre)
Single-Family Detached Housing	0.0083
Single-Family Attached Housing	0.0025
Multi-Family Housing	0.0025
Manufactured Homes and Modular Housing	0.0050

Fee-in-Lieu

School Site Fee-in-Lieu Calculations	
Residential Development Type	Fee-in-Lieu Calculation Rate (per unit)
Single-Family Detached Housing	\$1,234.10
Single-Family Attached Housing	\$369.24
Multi-Family Housing	\$369.24
Manufactured Homes and Modular Housing	\$738.48

MEMO

TO Town Council

FROM Alisha Janes, Assistant Town Manager

CC Sara Ott, Interim Town Manager

DATE November 26, 2025

RE Ordinance 641, Repealing and Reenacting Title 6 Chapter 5 of the Winter Park Town Code to Update Affordable Housing Fees, Waivers, and Alternatives in Lieu of Fees

Background

After several Council negotiations for voluntary real estate transfer assessments in lieu of affordable housing mitigation fee across multiple development agreements, Town staff worked with legal counsel to update the affordable housing code to reflect the current practices.

Analysis

This code update formally adds a voluntary 0.5% real estate transfer assessment as an option in lieu of the per square foot affordable housing fee, clarifies low to moderate annual income to correlate with area median income, as well as clarifying language throughout the code. The proposed updates align the code with current practices by clarifying the available alternatives to the affordable housing fee and ensuring the Town can administer those alternatives efficiently. While staff intend to limit RETA negotiations to larger developments in practice, a future code amendment may be needed to formally establish development-size thresholds.

A full redline showing the proposed code updates is included for Council review.

Recommendation

Staff recommends approval of Ordinance 641.

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

I move to approve Ordinance 641 repealing and reenacting Title 6, Chapter 5, of the Winter Park Town Code to Update Affordable Housing Fees, Waivers, and Alternatives in Lieu of Fees

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

I move to deny Ordinance 641 repealing and reenacting Title 6, Chapter 5, of the Winter Park Town Code to Update Affordable Housing Fees, Waivers, and Alternatives in Lieu of Fees

TOWN OF WINTER PARK

ORDINANCE NO. 641
SERIES OF 2025

AN ORDINANCE OF THE WINTER PARK TOWN COUNCIL REPEALING
AND REENACTING TITLE 6, CHAPTER 5, OF THE WINTER PARK TOWN
CODE TO UPDATE AFFORDABLE HOUSING FEES, WAIVERS, AND
ALTERNATIVES IN LIEU OF FEES

WHEREAS, the Town Council recognizes the need to encourage the development of community housing to serve the residents and workforce of the community; and

WHEREAS, updates and amendments to Title 6, Chapter 5, of the Winter Park Town Code are necessary to clarify the collection and use of affordable housing fees, the eligibility for waivers, and the alternatives available to property owners and developers in lieu of fee payment; and

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

Section 1. Title 6, Chapter 5, of the Winter Park Town Code is hereby repealed and reenacted as follows:

CHAPTER 5
AFFORDABLE HOUSING

6-5-1: AFFORDABLE HOUSING FEE:

The town shall collect the sum of three dollars (\$3.00) for every gross square foot of construction within the town boundaries including, without limitation, additions to existing structures that add square footage and redevelopment of properties that involves total or partial demolition and rebuilding, with the following exceptions:

A. Parking garages and unenclosed decks or patios serving residential uses in single-family, duplex, multi-family developments.

B. Parking garages and unenclosed decks or patios serving commercial uses. These exempt areas are to be used to park vehicles and shall not be used for storage, retail use or any other use.

The determination of whether the per square foot fee applies shall be made at the time of building permit application. Unless an alternative in lieu of the fee is accepted by the town pursuant to Section 6-5-3 herein, the affordable housing fee shall be paid in full at the time of application for a building permit for the construction. All affordable housing fees collected by the Town shall be maintained in a separate account and shall be used for the purpose of providing affordable housing.

6-5-2: WAIVER OF GROSS SQUARE FOOT FEE:

Individuals or families earning a combined annual income at or below 120% of the Area Median Income limit for the applicable household size, as published by the State of Colorado, Department of Local Affairs, for the current year, may not be subject to the three dollar (\$3.00) per gross square foot fee. Applicants seeking a waiver of fees shall submit an application to the town for review and recommendation to the Winter Park town council. The Winter Park town council will make the final determination regarding the waiver of any or all of the affordable housing fees.

6-5-3: ALTERNATIVES IN LIEU OF FEES:

A. Construction. A property owner may request to construct and deed restrict affordable housing instead of paying some or all of the affordable housing fee established in Section 6-5-1. Any such arrangement shall be memorialized by written agreement with the town. Constructing and deed restricting affordable housing will allow the deduction of some or all of the gross square footage of the deed restricted affordable housing from the gross square footage of the new construction prior to calculating the affordable housing fee established in Section 6-5-1.

1. An agreement allowing construction and deed restriction of affordable housing instead of payment of some or all of the affordable housing fee established in Section 6-5-1 shall be in a form approved by the town.
2. The agreement shall, at a minimum, establish the affordability threshold for those purchasing or occupying the deed restricted affordable housing.

B. Real Estate Transfer Assessment. A property owner may request the ability to cause a real estate transfer assessment deed restriction to be recorded as a covenant against all or a portion of the property subject to the new construction instead of paying some or all of the affordable housing fee established in Section 6-5-1. The transfer assessment shall be in the amount of at least 0.5% of the consideration paid for each non-exempt transfer of the deed restricted property.

1. As used herein, "transfer" means and includes, whether or not the same is in writing or is recorded, each and every sale, grant, assignment, exchange, or conveyance of any ownership or title to any portion of the deed-restricted property and the sale, leasing, letting, conveyance, or assignment of a possessory interest for a period greater than fifty (50) years in any portion of the deed-restricted property.
2. As used herein, "consideration" means the gross consideration paid for any of the real property affected by the deed restriction and includes actual cash paid, the money equivalent of real property delivered or conveyed in exchange for the transfer, or contracted to be paid or delivered or conveyed, in return for the transfer of ownership or interests in the property. It includes the amount of any lien, mortgage, contract indebtedness, or other

encumbrance or debt, but specifically excludes the price paid for any personal property, such as furniture, fixtures or equipment either given to secure the purchase price, or any part thereof, or remaining unpaid on any portion of the property at the time of the transfer. "Consideration" does not include as an addition to gross consideration the amount of any outstanding lien or encumbrance in favor of the United States, the state of Colorado, or of a municipal or quasi-municipal corporation or district for taxes, special benefits, or improvements.

3. The real estate transfer assessment deed restriction shall be in a form approved by the town and shall apply and be collected at the time of each non-exempt transfer of the property burdened by the deed restriction. The procedure and basis for obtaining an exemption shall be as set forth in Title 1, Chapter 10, of the Code.

4. The town shall maintain the real estate transfer assessment collected in a separate account and shall use it only for the purpose of providing affordable housing.

6-5-4: INDIVIDUAL STUDIES:

A. Request Of Study Or Report: An owner/developer may request that an individualized study or report be made relating solely to his property or project in order to determine whether or not affordable housing dedications or exactions shall be required, and, if so, to determine the extent or amount thereof. Such study or report shall be individualized to the owner's/developer's property or project, shall fairly and accurately delineate the needs for affordable housing which will be generated by the owner's/developer's proposed project or improvement, and shall include consideration of the following criteria:

1. Whether additional affordable housing would be required but for the owner's/developer's proposed project or improvement;
2. Whether existing affordable housing can adequately serve the proposed project without the additional expense to construct, expand or improve affordable housing; and
3. Whether the town has historically required, or will require by ordinance, other owners/developers to dedicate similar property or pay an exaction of a similar type or in a similar amount.

The conclusion of such study or report shall contain a recommendation as to the number and location of affordable housing units to be required. In determining any such affordable housing to be required of owner/developer, a proportion shall be established between the total cost of providing or expanding affordable housing, on the one hand, and the amount or extent of such total cost which is attributable to, or is caused or generated by, the proposed development or improvement, on the other hand. The extent of dedication or amount of exaction due from owner/developer

must bear roughly the same proportion to the total cost of providing affordable housing as the need for such housing generated by the owner/developer's proposed project or improvement bears to the general population's need for affordable housing.

B. Deposit: Any owner/developer may prepare or cause to be prepared, at his sole cost and expense, the study or report described in subsection A of this section. Said report shall be in writing and, upon the submission of such study or report, owner/developer shall make an initial two thousand dollar (\$2,000.00) deposit with the town clerk. Such deposit shall be used by the town to offset the hourly costs incurred by the town planner and town attorney to review the study or report described in subsection A of this section. The town's actual review costs shall be paid by the owner/developer and as a result, the cost to the owner/developer may be more or less than the initial two thousand dollar (\$2,000.00) deposit. The staff shall review said study or report, and shall comment thereon in writing to the town council. Any disagreement by the staff with any of the findings or conclusions of such study or report shall be delivered in writing to the town council and shall be specific to the project in question. In the event of disagreement between the staff and owner/developer as to what affordable housing units are required, the town council shall, after public hearing, decide the appropriate number of affordable housing units based upon the owner/developer's and staff's separate studies or reports. The decision of the town council shall be final, subject only to the right of owner/developer to appeal the same to the Grand County district court.

C. Staff Report: Upon the express request of the owner/developer, which request shall be made in writing, the Winter Park staff shall, upon the payment of a fee to be determined by the town manager, undertake the study described in subsection A of this section. The staff shall submit such written report to the owner/developer as well as the town council. The owner/developer may agree with the provisions thereof, in which case the same shall be submitted to the town council as a joint finding and recommendation. However, if the owner/developer disagrees with all or any part of the staff's report, the owner/developer may, at his sole expense, submit a written report detailing the owner/developer's findings with regard to the criteria set forth in subsection A of this section, and shall submit the same to the town council. The town council shall consider such reports at a public hearing and shall ultimately decide whether an exaction or dedication is required, and if so, the extent or amount of such exaction or dedication. The decision of the town council shall be final, subject to the owner/developer's right to appeal to the Grand County district court.

D. Criteria For Determination: In deciding whether to impose an affordable housing dedication or exaction requirement, the town council shall consider those questions and criteria identified in subsections A1, A2 and A3 of this section, and shall be guided by the overriding principle that an exaction or dedication requirement is unfair, disproportionate and unconstitutional if it imposes a burden on an owner/developer which in equity and fairness should be borne by the public in general. However, any exaction or dedication requirement will be in compliance with all existing constitutional tests if the failure of the owner/developer to provide the dedication or exaction would fail to remedy a public problem created or exacerbated

by the owner/developer's proposed project to such an extent that the town council would be justified in denying approval for the project altogether.

E. Compliance With Ordinance A Condition Precedent To Rezoning Or Plat Approval: No rezoning, subdivision approval, or planned unit development approval shall be final unless and until the owner/developer has selected one of the procedures outlined above and the report required has been provided to the town council. No rezoning, subdivision approval, or planned unit development approval shall be deemed final unless and until the town council has made a determination as to whether or not an affordable housing dedication or exaction requirement shall be imposed, and if so, the extent or amount thereof. Any person, individual, or entity which commences development of a property, or attempts to obtain a permit to develop property, prior to the determination required in this chapter shall be guilty of a misdemeanor, and shall be punished as provided in subsection 1-4-1C of this code. In addition to said remedy, the town may seek and obtain either a stop work order or an injunction against the continuation or completion of any construction or preconstruction activity on a project or improvement until the determinations required herein have been made.

INTRODUCED, APPROVED ON FIRST READING, AND ORDERED PUBLISHED IN FULL this 2nd day of December 2025. A public hearing shall be held at the regular meeting of the Winter Park Town Council on the 6th day of January 2026 at 5:30 p.m., or as soon thereafter as possible, at the Winter Park Town Hall.

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk

READ, ADOPTED AND ORDERED PUBLISHED on second and final reading by a vote of _____ to _____ on the ____ day of _____, 2025.

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk

CHAPTER 5 AFFORDABLE HOUSING

6-5-1: AFFORDABLE HOUSING ~~FEES~~FEE:

The town shall collect the sum of three dollars (\$3.00) for every gross square foot of ~~new~~—construction ~~{within the town boundaries including—applicable, without limitation, additions to existing structures}~~ that ~~occurs within the town boundaries~~ add square footage and redevelopment of properties that involves total or partial demolition and rebuilding, with the following exceptions:

—
A.— Parking garages and unenclosed decks/~~or~~ patios serving residential uses in single-family, duplex, multi-family developments.

—
B.— Parking garages and unenclosed decks/~~or~~ patios serving commercial uses. These exempt areas are to be used to park vehicles and shall not be used for storage, retail use or any other use.

~~All~~

The determination of whether the per square foot fee applies shall be made at the time of building permit application. Unless an alternative in lieu of the fee is accepted by the town pursuant to Section 6-5-3 herein, the affordable housing ~~fees~~fee shall be paid in full ~~withat~~ the time of application for a building permit for ~~new~~the construction. All affordable housing fees collected by the Town shall be maintained in a separate account and shall be used for the purpose of providing affordable housing.

6-5-2: WAIVER OF GROSS SQUARE FOOT FEE:

~~Certain individuals and/~~

Individuals or families earning a ~~low to moderate combined~~ annual income at or below 120% of the Area Median Income limit for the applicable household size, as published by the State of Colorado, Department of Local Affairs, for the current year, may not be subject to the three dollar (\$3.00) per gross square foot fee. Applicants seeking a waiver of fees shall submit an application to the town ~~manager for the town of Winter Park or his designee~~ for review and recommendation to the Winter Park town council. The Winter Park town council will make the final determination regarding the waiver of any or all of the affordable housing fees.

6-5-3: ~~CONSTRUCTION OF AFFORDABLE HOUSING~~ALTERNATIVES IN LIEU OF FEES:

~~The~~

A. Construction. A property owner may request to construct and deed restrict affordable housing ~~mitigation/incentive agreement form (attached as exhibit B to ordinance 379, series~~instead of 2006) ~~is hereby adopted by the town council paying some or all of the town of Winter Park as the standard form of agreement to be entered into by the town with each and every property owner/developer within the town who chooses to participate~~affordable housing fee established in ~~the affordable housing incentive program approved by the town. The~~

~~town's incentive program~~ Section 6-5-1. Any such arrangement shall be memorialized by written agreement with the town. Constructing and deed restricting affordable housing will allow the deduction of some or all of the gross square footage of the deed restricted affordable housing unit from the gross square footage of the entire structure new construction prior to calculating the ~~three dollar (\$3.00) per square foot affordable housing fee, and in addition shall provide an incentive of up to ten thousand dollars (\$10,000.00) per unit to any owner/developer who constructs and leases an~~ affordable housing unit within his project. However, ~~should the use of the fee established in Section 6-5-1.~~

1. An agreement allowing construction and deed restriction of affordable housing unit ~~ever change, the incentive must~~ instead of payment of some or all of the affordable housing fee established in Section 6-5-1 shall be ~~repaid to~~ in a form approved by the town ~~as well as.~~

2. The agreement shall, at a minimum, establish the ~~affordable housing fees~~ affordability threshold for those purchasing or occupying the deed restricted affordable housing ~~unit gross square footage which were waived as part.~~

B. Real Estate Transfer Assessment. A property owner may request the ability to cause a real estate transfer assessment deed restriction to be recorded as a covenant against all or a portion of the property subject to the new construction instead of paying some or all of the affordable housing ~~mitigation/incentive agreement. (Ord. 498, Series of 2016)~~ fee established in Section 6-5-1. The transfer assessment shall be in the amount of at least 0.5% of the consideration paid for each non-exempt transfer of the deed restricted property.

1. As used herein, "transfer" means and includes, whether or not the same is in writing or is recorded, each and every sale, grant, assignment, exchange, or conveyance of any ownership or title to any portion of the deed-restricted property and the sale, leasing, letting, conveyance, or assignment of a possessory interest for a period greater than fifty (50) years in any portion of the deed-restricted property.

2. As used herein, "consideration" means the gross consideration paid for any of the real property affected by the deed restriction and includes actual cash paid, the money equivalent of real property delivered or conveyed in exchange for the transfer, or contracted to be paid or delivered or conveyed, in return for the transfer of ownership or interests in the property. It includes the amount of any lien, mortgage, contract indebtedness, or other encumbrance or debt, but specifically excludes the price paid for any personal property, such as furniture, fixtures or equipment either given to secure the purchase price, or any part thereof, or remaining unpaid on any portion of the property at the time of the transfer. "Consideration" does not include as an addition to gross consideration the amount of any outstanding lien or encumbrance in favor of the United States, the state of Colorado, or of a

municipal or quasi-municipal corporation or district for taxes, special benefits, or improvements.

3. The real estate transfer assessment deed restriction shall be in a form approved by the town and shall apply and be collected at the time of each non-exempt transfer of the property burdened by the deed restriction. The procedure and basis for obtaining an exemption shall be as set forth in Title 1, Chapter 10, of the Code.

4. The town shall maintain the real estate transfer assessment collected in a separate account and shall use it only for the purpose of providing affordable housing.

6-5-4: INDIVIDUAL STUDIES:

—A.—Request Of Study Or Report: An owner/developer may request that an individualized study or report be made relating solely to his property or project in order to determine whether or not affordable housing dedications or exactions shall be required, and, if so, to determine the extent or amount thereof. Such study or report shall be individualized to the owner's/developer's property or project, shall fairly and accurately delineate the needs for affordable housing which will be generated by the owner's/developer's proposed project or improvement, and shall include consideration of the following criteria:

—1.—Whether additional affordable housing would be required but for the owner's/developer's proposed project or improvement;

—2.—Whether existing affordable housing can adequately serve the proposed project without the additional expense to construct, expand or improve affordable housing; and

—3.—Whether the town has historically required, or will require by ordinance, other owners/developers to dedicate similar property or pay an exaction of a similar type or in a similar amount.

The conclusion of such study or report shall contain a recommendation as to the number and location of affordable housing units to be required. In determining any such affordable housing to be required of owner/developer, a proportion shall be established between the total cost of providing or expanding affordable housing, on the one hand, and the amount or extent of such total cost which is attributable to, or is caused or generated by, the proposed development or improvement, on the other hand. The extent of dedication or amount of exaction due from owner/developer must bear roughly the same proportion to the total cost of providing affordable housing as the need for such housing generated by the owner/developer's proposed project or improvement bears to the general population's need for affordable housing.

—B.—Deposit: Any owner/developer may prepare or cause to be prepared, at his sole cost and expense, the study or report described in subsection A of this section. Said report shall be in writing

and, upon the submission of such study or report, owner/developer shall make an initial two thousand dollar (\$2,000.00) deposit with the town clerk. Such deposit shall be used by the town to offset the hourly costs incurred by the town planner and town attorney to review the study or report described in subsection A of this section. The town's actual review costs shall be paid by the owner/developer and as a result, the cost to the owner/developer may be more or less than the initial two thousand dollar (\$2,000.00) deposit.

—The staff shall review said study or report, and shall comment thereon in writing to the town council. Any disagreement by the staff with any of the findings or conclusions of such study or report shall be delivered in writing to the town council and shall be specific to the project in question. In the event of disagreement between the staff and owner/developer as to what affordable housing units are required, the town council shall, after public hearing, decide the appropriate number of affordable housing units based upon the owner/developer's and staff's separate studies or reports. The decision of the town council shall be final, subject only to the right of owner/developer to appeal the same to the Grand County district court.

—C.—Staff Report: Upon the express request of the owner/developer, which request shall be made in writing, the Winter Park staff shall, upon the payment of a fee to be determined by the town manager, undertake the study described in subsection A of this section. The staff shall submit such written report to the owner/developer as well as the town council.

—The owner/developer may agree with the provisions thereof, in which case the same shall be submitted to the town council as a joint finding and recommendation. However, if the owner/developer disagrees with all or any part of the staff's report, the owner/developer may, at his sole expense, submit a written report detailing the owner/developer's findings with regard to the criteria set forth in subsection A of this section, and shall submit the same to the town council. The town council shall consider such reports at a public hearing and shall ultimately decide whether an exaction or dedication is required, and if so, the extent or amount of such exaction or dedication. The decision of the town council shall be final, subject to the owner/developer's right to appeal to the Grand County district court.

—D.—Criteria For Determination: In deciding whether to impose an affordable housing dedication or exaction requirement, the town council shall consider those questions and criteria identified in subsections A1, A2 and A3 of this section, and shall be guided by the overriding principle that an exaction or dedication requirement is unfair, disproportionate and unconstitutional if it imposes a burden on an owner/developer which in equity and fairness should be borne by the public in general. However, any exaction or dedication requirement will be in compliance with all existing constitutional tests if the failure of the owner/developer to provide the dedication or exaction would fail to remedy a public problem created or exacerbated by the owner/developer's proposed project to such an extent that the town council would be justified in denying approval for the project altogether.

—E.—Compliance With Ordinance A Condition Precedent To Rezoning Or Plat Approval: No rezoning, subdivision approval, or planned unit development approval shall be final unless and until the owner/developer has selected one of the

procedures outlined above and the report required has been provided to the town council. No rezoning, subdivision approval, or planned unit development approval shall be deemed final unless and until the town council has made a determination as to whether or not an affordable housing dedication or exaction requirement shall be imposed, and if so, the extent or amount thereof. Any person, individual, or entity which commences development of a property, or attempts to obtain a permit to develop property, prior to the determination required in this chapter shall be guilty of a misdemeanor, and shall be punished as provided in subsection 1-4-1C of this code. In addition to said remedy, the town may seek and obtain either a stop work order or an injunction against the continuation or completion of any construction or preconstruction activity on a project or improvement until the determinations required herein have been made.

MEMO

TO Mayor and Town Council
FROM Danielle Jardee, Town Clerk
CC Sara Ott, Interim Town Manager
DATE December 2, 2025
RE Town Code amendment clarifying there is no use tax

Background

The Town of Winter Park's Tax Administration Code currently could be read to include a use tax even though the Town has never had a use tax. At the November 4, 2025, special election, a ballot question pertaining to the removal of use tax in the Town Code passed and expressly authorized removal of the confusing language. Ordinance 642 being presented tonight amends the Town Code by taking out language in the Tax Administration Code that could be read to refer to a use tax.

Analysis

Ordinance 642 cleans up the references that seem to suggest use tax within the Town Code. Winter Park voters approved this change, and Staff believes the changes will help to clear confusion around use tax in Winter Park moving forward.

Recommendation

Staff recommends approval of Ordinance No. 642. If Town Council wishes to approve Ordinance No. 642; the following motion should be made:

I move to approve Ordinance 642, An Ordinance of the Town Council of the Town of Winter Park Amending Chapter 2 of the Winter Park Town Code to Clarify Taxes Actually Imposed in the Town.

If the Town Council wishes to deny approval of Ordinance 642, the following motion should be made:

I move to deny Ordinance 642, An Ordinance of the Town Council of the Town of Winter Park Amending Chapter 2 of the Winter Park Town Code to Clarify Taxes Actually Imposed in the Town.



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

TOWN OF WINTER PARK

ORDINANCE NO. 642
SERIES OF 2025

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF WINTER
PARK AMENDING CHAPTER 2 OF THE WINTER PARK TOWN CODE TO
CLARIFY TAXES ACTUALLY IMPOSED IN THE TOWN

WHEREAS, Chapter 2 of the Winter Park Town Code (the "Code") contains various references to a use tax, which is not a tax the Town collects; and

WHEREAS, the Town Council desires to clarify, by amendment to the Code, that there is no use tax in the Town.

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

Section 1. Section 3-2-3 of the Winter Park Town Code is hereby amended to read as follows:

3-2-3: IMPOSITION OF TAXES AND TAXATION RATES:

A. Imposition Of Tax: There is hereby levied and there shall be collected and paid a tax on the purchase price paid or charged for tangible personal property and taxable services when purchased or sold at retail, by every person exercising the taxable privilege as defined in section 3-2-2 of this chapter, by the sale, lease, rental, or purchase, ~~use, storage, distribution or consumption~~ of tangible personal property and taxable services.

* * *

Section 2. The following Definitions in Section 3-2-5 of the Winter Park Town Code are hereby amended to read as follows:

3-2-5: DEFINITIONS:

* * *

ENGAGED IN BUSINESS IN THE TOWN: Performing or providing services selling, leasing, renting, delivering or installing tangible personal property ~~for storage, use or consumption~~ within the town. Engaged in business in town includes, but is not limited to, any one of the following activities by a person:

* * *

PURCHASE OR SALE:

A. The acquisition for any consideration by any person of tangible personal property or taxable services that are purchased, leased, rented, or sold, ~~used, stored, distributed, or consumed~~, but excludes bona fide gift of property or services. These terms include capital leases, installments and credit sales, and property and services acquired by:

* * *

PURCHASER OR CONSUMER: Any person to whom taxable service has been rendered or who shall have leased, rented, or purchased at retail, taxable services or tangible personal property which is purchased, or delivered, ~~used, stored, distributed or consumed~~ in the town upon which a tax is imposed hereby.

* * *

~~USE: The exercise, for any length of time, by any person within the town of any right, power or dominion over tangible personal property when rented, leased or purchased at retail from sources either within or without the town, from any person or vendor.~~

* * *

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

3-2-6: TAXABLE TRANSACTIONS, COMMODITIES AND SERVICES:

* * *

A. Tangible Personal Property: On the purchase price paid or charged upon the sale, purchase, lease, rental, or grant of license to use, ~~or on the use, storage, distribution or consumption of "tangible personal property"~~ purchased at retail as herein defined, and on the subsequent lease, rental or sale of tangible personal property by any person to every consumer or purchaser regardless that the person so purchasing and subsequently leasing, renting or selling that personal property paid the tax imposed herein on his initial purchase ~~and use~~ of the said property so acquired which is subsequently leased, rented or sold.

* * *

I. Point Of Delivery: Every retailer located within or without the town shall collect the tax imposed by this chapter notwithstanding that the purchase order or sale is delivered to the retailer outside the town as a result of solicitation by the retailer, the purchase order or sale is made outside the town before the tangible personal property enters the town, the property is procured or manufactured outside the town and shipped directly to the purchaser, said property is mailed to the purchaser in the town from a point outside the town, or said property is delivered directly to the purchaser

at a point outside the town, ~~provided however that the property is intended to be brought into the town for use, storage or consumption.~~

* * *

Section 4. Section 3-2-7 of the Winter Park Town Code is hereby amended to read as follows:

3-2-7: EXEMPT TRANSACTIONS, COMMODITIES AND "PERSONS":

* * *

K. Other ~~Deductions~~ Exemptions:

* * *

5. Construction Materials: The sale of tangible personal property which, when combined with other tangible personal property, loses its identity to become an integral and inseparable part of a completed structure or project including public and private improvements. Construction materials include, but are not limited to, such things as: asphalt, bricks, builders' hardware, caulking material, cement, concrete, conduit, electric wiring and connections, fireplace inserts, electrical heating and cooling equipment, flooring, glass, gravel, insulation, lath, lead, lime, lumber, macadam, millwork, mortar, oil, paint, piping, pipe valves and pipe fittings, plaster, plumbing fixtures, putty, reinforcing mesh, road base, roofing, sand, sanitary sewer pipe, sheet metal, site lighting, steel, stone, stucco, tile, trees, shrubs and other landscaping materials, wallboard, wall coping, wallpaper, weather stripping, wire netting and screen, water mains and meters, and wood preserver. The above materials, when used for forms, or other items which do not remain as an integral or inseparable part of a completed structure or project are not construction materials.

Construction materials do not include carpet, draperies and appliances, etc., when these products are sold or delivered within the town limits. These products when sold or delivered are taxable prior to installation in a building by a contractor and/or property owner. However, these products are not taxable after installation in a building when they are sold as a part of the resale of real estate.

* * *

Section 5. Section 3-2-9 of the Winter Park Town Code is hereby amended to read as follows:

3-2-9: LICENSING:

* * *

B. Exempt Institutions: No exempt institution, including quasi- governmental, religious, charitable, or other type institutions may purchase tax free in Winter Park; ~~or use in Winter Park~~, tangible personal property or taxable property or taxable services tax free unless a tax exempt affidavit is filed with the town and approved by the town manager.

* * *

Section 6. Section 3-2-14 of the Winter Park Town Code is hereby amended to read as follows:

3-2-14: OVERPAYMENTS AND REFUNDS:

* * *

D. Refund To Be Allowed If Exempt: A refund shall be made, or a credit allowed, for the tax so paid under dispute by any purchaser who has an exemption as in this chapter provided. Such refund shall be made by the town manager after compliance with the following conditions precedent: Applications for refund must be made within sixty (60) days after the purchase of the goods whereon an exemption is claimed; and must be supported by the affidavit of the purchaser accompanied by the original paid invoice or sales receipt and certificate issued by the seller; and be made upon such forms as shall be prescribed and furnished by the town manager which forms shall contain such information as said town manager shall prescribe.

* * *

K. Credit For Sales Or Lodging Tax Previously Paid To Another Municipality: The sales tax shall not apply to the sale of tangible personal property at retail or the furnishing of services if the transaction was previously subjected to a sales or lodging tax lawfully imposed on the purchaser ~~or user~~ by another statutory or home rule municipality equal to or in excess of five percent (5%). A credit shall be granted against the town's sales tax with respect to such transaction equal in amount to the lawfully imposed local sales or lodging tax previously paid by the purchaser ~~or user~~ to the previous statutory or home rule municipality. The amount of credit shall not exceed five percent (5%).

* * *

L. Refunds; Limitations Of Actions: An application for refund of a sales or lodging tax paid under dispute by a purchaser or user who claims an exemption under this chapter shall be made within sixty (60) days after the purchase, ~~storage, use or consumption~~ of the goods or services for which the exemption is claimed. An application for refund of tax monies paid in error or by mistake shall be made within three (3) years.

INTRODUCED, APPROVED ON FIRST READING, AND ORDERED PUBLISHED IN FULL this 2nd day of December, 2025. A public hearing shall be held at the regular meeting of the

Winter Park Town Council on the 6th day of January, 2026 at 5:30 p.m., or as soon thereafter as possible, at the Winter Park Town Hall.

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk

READ, ADOPTED AND ORDERED PUBLISHED on second and final reading by a vote of _____ to _____ on the ____ day of _____, 2025.

TOWN OF WINTER PARK

Nick Kutrumbos, Mayor

ATTEST:

Danielle Jardee, Town Clerk