



TOWN OF ESTES PARK

The Mission of the Town of Estes Park is to provide high-quality, reliable services for the benefit of our citizens, guests, and employees, while being good stewards of public resources and our natural setting.

The Town of Estes Park will make reasonable accommodations for access to Town services, programs, and activities and special communication arrangements for persons with disabilities. Please call (970) 577-4777. TDD available.

BOARD OF TRUSTEES - TOWN OF ESTES PARK

Tuesday, October 22, 2019

7:00 p.m.

PLEDGE OF ALLEGIANCE.

(Any person desiring to participate, please join the Board in the Pledge of Allegiance).

AGENDA APPROVAL.

PUBLIC COMMENT. (Please state your name and address).

TOWN BOARD COMMENTS / LIAISON REPORTS.

TOWN ADMINISTRATOR REPORT.

CONSENT AGENDA:

1. Bills.
2. Town Board Minutes dated October 8, 2019, Town Board Study Session Minutes dated October 8, 2019 and Special Joint Meeting with Larimer County Commissioners Minutes dated September 30, 2019.
3. Estes Valley Planning Commission Minutes and Study Session Minutes dated September 17, 2019 (acknowledgment only).
- * ~~4. Parks Advisory Board Minutes dated September 19, 2019 (acknowledgement only).~~
5. Transportation Advisory Board Minutes dated September 18, 2019 (acknowledgement only).

PLANNING COMMISSION ITEMS: Items reviewed by Planning Commission or staff for Town Board Final Action.

1. ACTION ITEMS:

- A. **ORDINANCE 16-19 AMENDMENT TO THE ESTES VALLEY DEVELOPMENT CODE §5.1.B.VACATION HOME TO REVISE DEADLINE FOR ("CAP") NUMBER OF VACATION HOMES IN RESIDENTIAL ZONING DISTRICTS.**
Planner Hardin.

To postpone indefinitely.

ACTION ITEMS:

1. **ESTES VALLEY PLANNING COMMISSION INTERVIEW COMMITTEE APPOINTMENT.** Town Clerk Williamson.

REPORTS & DISCUSSION ITEMS:

1. **RESTRICTIVE COVENANT FOR THE PRELIMINARY CONDOMINIUM MAPS, THE DIVIDE CONDOMINIUMS AT WILDFIRE, AND THE MEADOW CONDOMINIUMS AT WILDFIRE, WILDFIRE ROAD, WESTOVER CONSTRUCTION, INC., RDA ASSOCIATES LLC, APPLICANTS.** Town Attorney Kramer.

Presented at the October 8, 2019 meeting with the condition the Town Attorney and Attorney for the Applicant reach consensus regarding the Restrictive Covenant and Agreement no later than October 22, 2019.

2. **LAND USE IGA OPTIONS.** Director Hunt.

ADJOURN.

Town of Estes Park, Larimer County, Colorado, October 8, 2019

Minutes of a Regular meeting of the Board of Trustees of the Town of Estes Park, Larimer County, Colorado. Meeting held in the Town Hall in said Town of Estes Park on the 8th day of October, 2019.

Present: Todd Jirsa, Mayor
Ron Norris, Mayor Pro Tem
Trustees Eric Blackhurst
Marie Cenac
Patrick Martchink
Ken Zornes

Also Present: Travis Machalek, Town Administrator
Dan Kramer, Town Attorney
Kimberly Disney, Recording Secretary

Absent: Trustee Carlie Bangs

Mayor Jirsa called the meeting to order at 7:00 p.m. and all desiring to do so, recited the Pledge of Allegiance.

AGENDA APPROVAL.

It was **moved and seconded** (Norris/Zornes) **to approve the Agenda with Consent Agenda Item 6 moved to Action Item 5**, and it passed unanimously.

PUBLIC COMMENTS.

Ron Wilcocks/County citizen spoke regarding paid parking in Estes Park stating there have been too many unanswered questions, the change would affect the character of the town, and key stakeholders have not been consulted.

TOWN BOARD COMMENTS

Trustee Blackhurst spoke in response to Ron Wilcocks' comments and directed citizens to visit the Town website for information regarding parking.

Mayor Pro Tem Norris attended the Colorado Municipal League Regional meeting with Trustee Cenac and stated the Colorado Department of Local Affairs has opened the Colorado Resiliency Office which helps municipalities plan for extreme weather. Many communities are dealing with significant growth issues, infrastructure, and stormwater.

Trustee Cenac added the Regional meeting provided insight on the challenges other municipalities have encountered in regard to water rights.

Trustee Martchink recognized Supervisors Berg and Kearney for their life saving efforts over the summer and fall and congratulated Parks Division staff on accomplishments with America in Bloom.

TOWN ADMINISTRATOR REPORT.

Town Administrator Machalek seconded Trustee Martchink's sentiments. Supervisor Berg announced the Town of Estes Park won the America in Bloom in the Town's population category.

CONSENT AGENDA:

1. Bills.
2. Town Board Minutes dated September 24, 2019 and Town Board Study Session Minutes dated September 24, 2019.
3. Estes Valley Board of Adjustment Minutes dated June 4, 2019 (acknowledgment only).

4. Resolution 30-19 Acceptance to include the Town of Wellington to the Intergovernmental Agreement for Solid Waste Programming and Infrastructure Improvements.
5. Resolution 31-19 Support of the 2020 Colorado Parks and Wildlife Recreational Trail Program Grant Application for Fall River Trail Project.
6. MOVED TO ACTION ITEM 5. Resolution 32-19 Support of the Great Outdoors Colorado Grant Application for Big Thompson River Recreational Area Picnic Shelter.
7. Contract for Conference Center Porte Cochere Repair with Saunders/Heath Construction, LLC for \$99,552.00 Budgeted.
8. Contract for 2019 Moraine Restroom Remodel with G2 Construction, LLC for \$126,030.00 Budgeted.
9. Reappointments to the Estes Valley Public Library District Board of Trustees:
 - John Krueger for a 4-year term beginning January 1, 2020 and expiring December 31, 2023.
 - Kay Weston for a 4-year term beginning January 1, 2020 and expiring December 31, 2023.

It was **moved and seconded** (Zornes/Norris) **to approve the Consent Agenda**, and it passed unanimously.

PLANNING COMMISSION ITEMS: Items reviewed by Planning Commission or staff for Town Board Final Action.

1. ACTION ITEMS:

A. PRELIMINARY CONDOMINIUM MAP, THE DIVIDE CONDOMINIUMS AT WILDFIRE, WILDFIRE ROAD, WESTOVER CONSTRUCTION, INC., RDA ASSOCIATES LLC, APPLICANTS. Mayor Jirsa opened the public hearing and Planner Woeber presented the preliminary condominium map for the Divide Condominiums at Wildfire. A component of the Wildfire Homes project, the Divide would consist of two condominium buildings with eight workforce qualifying units per building for a total of 16 units. The drafted Restrictive Covenant and Agreement has been reviewed by staff and Town Attorney Kramer suggested the use of a Second Deed of Trust to ensure workforce housing remains workforce housing long term, and the Town would receive notice of transfers in ownership. Town Attorney Kramer stated a Second Deed of Trust was a common instrument included in Restrictive Covenants.

The applicants expressed concerns with the recommended Second Deed of Trust, specifically, workforce housing requirements as stated in the Estes Valley Development Code (EVDC) §11.4 Attainable/Workforce Housing Density Bonus, increased administration for the Town, Developer, and buyers, adverse impacts on consumer financing, and unintended consequences in cases of foreclosures. The applicant requested the Board approve the Condominium Map without the use of a Secondary Deed of Trust.

The Board discussed how residents' workforce eligibility is determined, optional mechanisms which could be used in place of a Secondary Deed of Trust, administrative workload should a Secondary Deed of Trust be used, if a Secondary Deed of Trust would affect the projects continuation, and the workforce housing requirements as stated in the EVDC. Mayor Jirsa closed the public hearing.

Substitute Motion: It was **moved and seconded** (Cenac/Martchink) **to continue the Preliminary Condominium Map for the Divide Condominiums at Wildfire to October 22, 2019**, and it failed with Mayor Jirsa and Trustees Blackhurst, Martchink, and Norris voting "no".

It was **moved and seconded** (Blackhurst/Zornes) to approve the **Preliminary Condominium Map for the Divide Condominiums at Wildfire, Wildfire Road with the condition the Town Attorney and Attorney for the Applicant reach consensus regarding the Restrictive Covenant and Agreement no later than October 22, 2019**, and it passed with Trustee Cenac voting “no”.

B. PRELIMINARY CONDOMINIUM MAP, THE MEADOW CONDOMINIUMS AT WILDFIRE, WILDFIRE ROAD, WESTOVER CONSTRUCTION, INC., RDA ASSOCIATES LLC, APPLICANTS. Mayor Jirsa opened the public hearing and Planner Woeber presented the preliminary condominium map for the Meadow Condominiums at Wildfire. A component of the Wildfire Homes project, the Meadow would consist of nine condominium buildings with eight workforce qualifying units per building for a total of 72 units. Following the discussion of Planning Commission Action Item A, Mayor Jirsa closed the public hearing and it was **moved and seconded** (Blackhurst/Norris) **approve the Preliminary Condominium Map for the Meadow Condominiums at Wildfire, Wildfire Road with the condition the Town Attorney and Attorney for the Applicant reach consensus regarding the Restrictive Covenant and Agreement no later than October 22, 2019**, and it passed with Trustee Cenac voting “no”.

ACTION ITEMS:

1. RESOLUTION 33-19 BUREAU OF RECLAMATION REPAYMENT CONTRACT FOR THE DELIVERY OF MUNICIPAL AND INDUSTRIAL WATER.

Superintendent Eshelman presented Resolution 33-19 to approve the repayment contract between the Town and the Bureau of Reclamation. The repayment contract was enacted as part of the Colorado-Big Thompson Project and was renewed in 1994 and expires November 23, 2019. Staff recommends the approval of the contract which would provide 500 acre-feet of water to the Estes Valley. Trustees discussed the current market value of water and it was **moved and seconded** (Norris/Cenac) to **approve Resolution 33-19**, and it passed unanimously.

2. RESOLUTION 34-19 SUPPORTING LARIMER COUNTY SALES TAX BALLOT ISSUE 1A. Town Administrator Machalek presented Resolution 34-19 supporting Larimer County Sales Tax Ballot Issue 1A. The County Commissioners have placed a countywide 0.5% sales tax on the ballot for the November 5, 2019 coordinated election to address regional transportation and public facility needs.

Linda Hoffman/Fort Collins citizen spoke in favor of the resolution and sighted the efforts Larimer County has made as a regional collaborative group.

John Meissner/Town citizen requested Linda Hoffman address cons as stated in the 2019 Ballot Information Booklet, specifically undesignated funds, and 20 year projections.

Linda Hoffman responded stating funds could be redistributed as a ballot issue following recommendation of the Policy Council and additional funding sources such as grants would be pursued. More information could be found in County Resolution No. 08272019R008.

It was **moved and seconded** (Norris/Cenac) to **approve Resolution 34-19**, and it passed unanimously.

3. ORDINANCE 26-19 APPROVING THE GROUND LEASE AGREEMENT WITH ESTES PARK R-3 SCHOOL DISTRICT FOR THE CAREER AND TECHNICAL EDUCATION (CTE) BUILDING. Mayor Jirsa opened the public hearing and Town Administrator Machalek presented Ordinance 26-19 approving the ground lease agreement with Estes Park R-3 School District. The District has proposed the construction of a 6,480 square foot CTE building with an attached 1,509 square

foot greenhouse on Town-owned land. The construction and siting of this facility was included in the Stanley Park Master Plan and staff recommends approval of the ordinance. Mayor Jirsa closed the public hearing and it was **moved and seconded** (Cenac/Martchink) **to approve Ordinance 26-19**, and it passed unanimously.

4. **ORDINANCE 28-19 APPROVING THE GROUND LEASE AGREEMENT AND RESOLUTION 35-19 APPROVING THE CONCESSION AGREEMENT WITH DNC PARKS & RESORTS AT ROCKY MOUNTAIN PARK INN, INC. FOR THE ESTES PARK CONFERENCE CENTER.** Mayor Jirsa opened the public hearing and Town Administrator Machalek presented Ordinance 28-19 approving the ground lease and Resolution 35-19 approving the concession agreement for the Estes Park Conference Center. The Conference Center was constructed through the Estes Park Urban Renewal Authority, and under the original ground lease, the conference center would become the property of the landlord upon the ground lease expiration of November 14, 2019. Negotiations have been conducted to enter into a new ground lease and concession agreement which would transfer all costs of operation, maintenance, and capital improvements of the Conference Center to DNC Parks and continue the relationship between the Town and DNC Parks. Trustees discussed marketing and usage of the Conference Center, responsibility to repair the porte cochere, and the Town's interest in retaining ownership.

John Meissner/Town citizen stated the public raised concerns with the Estes Park Conference Center, not the Town Board.

Mayor Jirsa responded stating concerns were also raised as a result of discussions with DNC Parks and it was determined continuing the agreement would be beneficial to both parties.

It was **moved and seconded** (Blackhurst/Zornes) **to approve Ordinance 28-19 and Resolution 35-19**, and it passed unanimously.

RESOLUTION 32-19 SUPPORT OF THE GREAT OUTDOORS COLORADO GRANT APPLICATION FOR BIG THOMPSON RIVER RECREATIONAL AREA PICNIC SHELTER. Supervisor Berg presented Resolution 32-19 supporting the Great Outdoors Colorado (GOCO) Grant application for the Big Thompson River Recreational Area Picnic Shelter. He stated following previous grant applications for this project, which were not successful, staff reevaluated their application with GOCO representatives and determined further public outreach would be beneficial. It was **moved and seconded** (Martchink/Cenac) **to approve and Resolution 32-19**, and it passed unanimously.

Whereupon Mayor Jirsa adjourned the meeting at 9:33 p.m.

Todd Jirsa, Mayor

Kimberly Disney, Recording Secretary

RECORD OF PROCEEDINGS

Town of Estes Park, Larimer County, Colorado October 8, 2019

Minutes of a Study Session meeting of the **TOWN BOARD** of the Town of Estes Park, Larimer County, Colorado. Meeting held at Town Hall in the Rooms 202/203 in said Town of Estes Park on the 8th day of October 2019.

Board: Mayor Jirsa, Mayor Pro Tem Norris, Trustees Bangs, Blackhurst, Cenac, Martchink, and Zornes

Attending: Mayor Jirsa, Mayor Pro Tem Norris, Trustees Blackhurst, Cenac, Martchink, and Zornes

Also Attending: Town Administrator Machalek, Town Attorney Kramer, Town Clerk Williamson and Recording Secretary Beers

Absent: Trustee Bangs

Mayor Jirsa called the meeting to order at 5:20 p.m.

DOWNTOWN PARKING MANAGEMENT PLAN PHASE I RESULTS AND PHASE II IMPLEMENTATION. Staff presented the results from Phase I of the Plan which included full implementation in 2019. At the September 24, 2019 study session the Board requested: Colorado peer pricing overview, parking management and infrastructure triggers, and points of information related to sales tax revenue, traffic counts, overall parking supply and parking utilization (2005, 2013 and 2018). Staff requested direction from the Board on whether the current parking experience, as illuminated by Phase I implementation results supports the Town's mission to provide high-quality, reliable services for the benefit of citizens, guests and employees. Options provided by staff included: no change, Phase II implementation of seasonal paid parking, or additional options provided by the Board. Estes Valley Steering Committee member Captain Rose provided an overview of his participation on the committee. He stated coordination between Parking and Transit and the Police Department have been positive. Transportation Advisory Board members Tom Street and Chair Belle Morris stated their support for the implementation of Phase II. Manager Solesbee reviewed data collected in 2019 and stated the main objective of Phase II would be implementation of the Board-approved Downtown Parking Management Plan (DPMP). Phase II recommendations would be implementation of paid parking for 35% of available spaces downtown, remaining downtown core parking would remain free. Jessica Hernandez, Apex Design Group reviewed the data and provided analysis of the data collected. Board comments have been summarized: the Board questioned whether manual data was collected and what the margin of error was for manual collection; the Board questioned the attendance during the month of June reporting high for the Event Center parking lot; how does the Town increase utilization of the parking garage and Events Center parking; whether an increase in shuttle frequency at the parking garage would increase utilization; motivation to park outside of the downtown area must be convenient and questioned how paid parking implementation occurs based on 85% use capacity data. The Board requested staff research paid parking implementation benefits and parking time reductions, which methods can increase parking use at currently existing parking locations and shuttle frequency increases at the Event Center and parking garage.

REVIEW OF BOARD COMPENSATION FOR 2020. Town Clerk Williamson stated Board compensation is reviewed prior to each Municipal Election year as requested by the Town Board since 2012. The last review was conducted in December 2017 with the Board approving an increase in Board salaries for members newly elected in 2018: Mayor - \$11,000, Mayor Pro Tem - \$9,000, and \$8,000 for Trustees. Staff reviewed the salaries for Mayor, Mayor Pro Tem and Trustees for the communities reviewed in past years and in 2019 found current salaries are within the average salaries. The Town's

Town Board Study Session – October 8, 2019 – Page 2

current salaries rank in the midpoint for all positions. The midpoint has been the compensation policy for Town employees since 2013. Additionally, staff reviewed the Board salaries versus health insurance premiums for 2019 and the proposed premiums for 2020 and found the premiums are well within the bi-weekly salary ranges if a Board member were to select full coverage options. Staff recommended maintaining the current Board salaries which are within the mid-range of other municipalities and requested Board input. The Board requested staff consider the housing market and cost of living increases compared to other municipalities, time taken away from members' occupations, and the Denver Consumer Price Index (DCPI) and provide feedback. Trustee Martchink recommended a review of an increase in Board salaries for members newly elected in 2020 at: Mayor - \$15,000, Mayor Pro Tem - \$12,500, and \$10,000 for Trustees. Staff would research the benefits package and cost savings for individuals serving on the Board along with the area medium income charts. Staff would bring forward a proposal at an upcoming Town Board meeting.

TRUSTEE & ADMINISTRATOR COMMENTS & QUESTIONS.

Town Clerk Williamson requested and Board consensus was to hold a special study session with the Board and Director Hunt to discuss the IGA regarding Land Use on October 29, 2019. Additionally, Town Clerk Williamson stated for consistency Trustee Chats would be held on the third Thursday of each month. This will avoid confusion for the public and outline a consistent schedule for Board participation.

The Mayor stated there have been ongoing conversations regarding participation in the Northern Colorado Regional Tourism Authority (RTA) or the potential formation of an Estes Park RTA. He stated more information would be provided to the Board when it is available.

FUTURE STUDY SESSION AGENDA ITEMS.

The Board agreed to discuss the Land Use IGA options and Parking update continued to October 22, 2019. The Visit Estes Park Operating Plan would be reviewed on November 12, 2019 regular meeting. Items moved to approved – unscheduled were transit philosophy discussion (Brown Route) and reversing the decriminalization of the municipal code.

There being no further business, Mayor Jirsa adjourned the meeting at 6:53 p.m.

Bunny Victoria Beers, Recording Secretary

RECORD OF PROCEEDINGS

Town of Estes Park, Larimer County, Colorado September 30, 2019

Minutes of a Joint meeting of the **ESTES PARK TOWN BOARD AND LARIMER COUNTY COMMISSION** of the Town of Estes Park, Larimer County, Colorado. Meeting held at Town Hall in the Board Room in said Town of Estes Park on the 30th day of September 2019.

Board: Mayor Jirsa, Mayor Pro Tem Norris, Trustees Bangs, Blackhurst, Cenac, Martchink, and Zornes

County Commission: Chair Donnelly, Commissioners Johnson and Kefalas

Also Attending: Town Administrator Machalek, County Manager Hoffman, Attorney Kramer, Community Development Director Hunt, County Planning Director Ellis and Town Clerk Williamson

Absent: Trustee Bangs

Meeting was called to order at 5:35 p.m. by Mayor Jirsa. Introductions were conducted for both elected bodies and Town and County staff.

Director Hunt provided a review of the outcomes from the last meeting and the responses from the online questionnaire. He stated the questionnaire provided significant input and comments with three overall points: transparency in process and decision making; necessity for communication between the Town and County; and community character; i.e. natural resources, open space, wildlife, views, economic health, diversity, etc. Those responding also desired a unified Comprehensive Plan for the entire valley and a unified planning area in which a joint Planning Commission makes decisions and/or recommendations. There were also calls for continuity of zoning and land use regulations, and purposeful location of uses in the different zoning districts. Comments received since September included fixing only those elements in the current Intergovernmental Agreement (IGA) rather than starting with a new IGA; the Estes Valley Planning Commission (EVPC) has a roll in the Comprehensive Plan; and a sense the process has been rushed.

Director Ellis provided an overview of the objectives for the Town and County IGA which included a shared future vision – long range Comprehensive Plan for the valley, allow community and stakeholder input, detail roles and responsibilities, consistently administer regulations in the Estes Valley planning area, and concentrate town-level development in certain areas and define rural. Two draft IGA options were presented: Option A would extend the current IGA for an additional year, and Option B would provide a renewed cooperative planning IGA. Option A would provide additional time to discuss a new IGA; however, it would not allow an immediate discussion on the current challenges. It would address the need for the County to process land use applications in the unincorporated area of the valley. Option B provides a framework for how the Town and County would work together on a shared Comprehensive Plan, maintains a joint planning area, carries forward the land use zoning designations with the use of two separate land use codes, lays out the roles of staff, defines the development review approval with Planning Commission and Board of Adjustment, annexation would needs more discussion with a discussion on where the Town boundary exists versus the rural unincorporated Larimer County, and outlines a transitional EVPC and Estes Valley Board of Adjustment (EVBOA). An overlay district would be adopted with the current zoning districts, development standards, and any other items unique to the community such as steep slope, wildlife corridors, view corridors, etc. She stated having an IGA in place prior to the development of a new Comprehensive Plan would provide clarity and continuity with the changes on the elected boards.

Joint Town Board County Commission Meeting – September 30, 2019 – Page 2

Bob Leavitt/EVPC Chair provided a summary of the resolution in support of a joint planning area passed by the EVPC. The resolution states the Estes valley in one integrated community which shares roads, schools, land use, etc. The EVPC stated in the resolution the need for a closely coordinated land use planning for the entire valley. The Comprehensive Plan would be implemented through a Development Code which would become problematic with an overlay and two diverging codes. He stated the joint planning area has worked well over the past 20 years. He suggested there could be an Option C maintaining the planning area and fixing the issues which need to be addressed.

Those in favor of a joint land use IGA and Option A: Johanna Darden/Town citizen, Seth Hanson/local developer, David Yale/County citizen and Windcliff Architectural Committee Chair, Doug Sacarto/County citizen, Vicky Henry/County citizen, Frank Theis/County resident and EVPC Commissioner, Dick Spielman/Town citizen, and Dave Converse/County citizen and EVPC Commissioner. Comments have been summarized: The Estes valley citizens consider the area one community; completion of the new Estes Valley Comprehensive Plan should take place prior to considering changes to the land use IGA; the realtor community would not favor two separate development codes for the Estes valley; a need for clarity as soon as possible for developers; need for a unified approach to land use development for the valley; strongly encouraged the elected bodies to keep the established EVPC and EVBOA; no change should occur until after the upcoming elections in April and November of 2020 as a number of the Board member and Commissioners are term limited or may not be re-elected; and land use decisions in the small geographic area are impactful to the entire valley and should be integrated.

John Meissener/Town citizen stated support for Option B and the need for those outside the Town to have a vote on issues impacting the entire valley.

Rex Poggenpohl/County citizen stated more developable land lies within the County with half the residents living within the County. The elected official should take a long-term view when considering land use.

The elected officials and staff discussed the impacts of an overlay, the use of separate codes, the legality of utilizing one code for the overlay, and the mechanics of land use and application process for properties within the overlay.

Comments were heard from the Town Board and County Commissioners and have been summarized: Commissioner Johnson stated he does not support either Option A or Option B; however, the joint agreement allows for a high level of collaboration with the use of a joint planning area, code and commission. He suggested proceeding with Option B and continue utilizing the joint planning area, code and commission with county staff completing the review of applications in the unincorporated area. Trustee Norris stated he favored a joint planning area and a joint Comprehensive Plan. The overlay option retains most of the common code features which are valuable. He would support working through Option B with Option A as a fall back. Trustee Blackhurst would support Option A with an exception it be extended for three or four years to allow the Comprehensive Plan to be completed. He would only support Option B if there was a unified Development Code. Trustee Zornes stated Option A would push off the decision and Option B requires improvement. The citizens have provided input and would like to maintain the joint EVPC, EVBOA and Development Code. Commissioner Kefalas would support the continued development of Option B in a way which respects the values of the community to include a joint planning area, joint planning commission and serves to complete the Comprehensive Plan. Trustee Cenac stated there needs to be a joint Comprehensive Plan; however, she would support a separate Planning Commission and Board of Adjustment. She stated support for Option B. Trustee Martchink stated support for Option B and would only support Option A as a fall back plan. The IGA should not be allowed to expire without a new plan in place. He supports a joint Comprehensive Plan. Commissioner Donnelly stated he would not

Joint Town Board County Commission Meeting – September 30, 2019 – Page 3

support Option A for a one year extension and the completion of the Comprehensive Plan. Option B would need to address issues such as an annexation policy. He supports the County completing reviews within the unincorporated planning area. Mayor Jirsa stated support of Option B with a cooperative approach and acknowledges the difference within the valley.

Director Ellis stated the next steps would include further drafting of Option B with variations on how to address joint boards, planning area and code. Staff would develop a matrix to outline the differences and similarities of the variations. Director Hunt requested several study sessions with the Board to discuss clarifications of Option B prior to November's meeting.

There being no further business, Mayor Jirsa adjourned the meeting at 8:07 p.m.

Todd Jirsa, Mayor

Jackie Williamson, Town Clerk

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RECORD OF PROCEEDINGS

Estes Valley Planning Commission

September 17, 2019

Board Room, Estes Park Town Hall

Commission: Chair Bob Leavitt, Vice-Chair Sharry White, Commissioners Steve Murphree, Frank Theis, Nick Smith, Dave Converse

Attending: Chair Leavitt, Vice-Chair White, Commissioners Murphree, Theis, Smith

Also Attending: Director Randy Hunt, Senior Planner Jeff Woeber, Recording Secretary Karin Swanund, Town Board Liaison Ron Norris, Town Attorney Dan Kramer, Larimer County Engineer Traci Shambo,

Absent: Converse

OPEN MEETING

Chair Leavitt called the meeting to order at 6:00 p.m. There were approximately 15 people in attendance.

APPROVAL OF AGENDA

It was moved and seconded (White/Smith) to amend the agenda adding an item to revise and revote on the Estes Valley Planning Commission Resolution on the Joint Planning Area from February 19, 2019, and the motion passed 5-0.

PUBLIC COMMENT

None

CONSENT AGENDA

1. Study Session Minutes dated August 20, 2019
2. Meeting Minutes dated August 20, 2019

It was moved and seconded (Leavitt/Murphree) to approve the consent agenda as presented and the motion passed 5-0.

ACTION ITEMS

1. LOCATION AND EXTENT REVIEW: CDOT VEHICLE STORAGE FACILITY, 475 ELM ROAD

Senior Planner Woeber reviewed the project stating that the existing facilities are planned to be removed. New improvements involve construction of a 6000 square-foot, 5-bay, vehicle storage facility with associated office space.

Site access, via Elm Road, is to be reconfigured and improved. The property is owned by Larimer County and is leased to CDOT. The county will sell the 5-acre property to the State upon the approval of this proposal. The EVPC was asked

RECORD OF PROCEEDINGS

Estes Valley Planning Commission

September 17, 2019

Board Room, Estes Park Town Hall

to extend the application through October 31, 2019, instead of the standard 30 day time period, as a condition of approval.

Applicant Discussion:

Erin Lucero, lead architect, gave a brief presentation on the proposed CDOT site showing the floor plan and building design, drainage and accessibility. The design and refiguring of Range View has been done by Larimer County Road and Bridge and is being reviewed by county engineers. Roads do not go through the Board of County Commissioners.

Public Comment:

Carol Zahourek, town citizen, expressed concerns, with the 17% road grade and the location and specs of the detention pond.

Max Burkhalter, town citizen and Range View Road caretaker, noted that the road grade per county standards are not compliant, and road grade changes into business driveways.

Becky Glowacki, town citizen, has concerns with losing egress, viewshed, noise and light pollution, snow removal and cost to taxpayers.

Bill Brown, town citizen, wants a safe and compliant Elm Road and noted the amount of traffic the road carries, and other road concerns.

Response:

David Wolff, Fire Chief, has looked at the plans and the concerns have been addressed. The improved surface offsets the steep grade. The Fire Marshall will be submitting his formal comments and approval to Director Hunt.

Erin Lucero noted that CDOT completed a historic drainage report, the pond has a culvert so water will not go into the road, the addition of asphalt will help drainage. CDOT has looked and will continue to look, for more appropriate sites.

Traci Shambo, Larimer County Engineering, explained the multi-stage design and described the details of the detention pond design and the thorough planning that has gone into it.

Todd Jurgens, Larimer County Road and Bridge Director, stated this is an existing piece of County right-of-way. Larimer County will provide maintenance of a 24 foot wide paved Elm Road road up to the intersection of Range View Road. The current intersection at Kenwood Lane is not standard. The newly designed Range View will be less of a grade than what it currently is in some locations. CDOT has offered to pave the realignment of Range View, with the approval of the local property owners. These plans have been reviewed and approved at the staff level by the County engineering department. Design, construction and management are being done by Larimer County and paid for by CDOT.

RECORD OF PROCEEDINGS

Estes Valley Planning Commission

September 17, 2019

Board Room, Estes Park Town Hall

Commissioner comments:

The Planning Commission only has purvue over the building plan, not the roads. Public concerns can be addressed to Director Todd Jurgens. There are pros and cons to the road improvement, with a chain of responsibility for decisions being made.

It was moved and seconded (Smith/White) to APPROVE CDOT's application for a Location an Extent review, for the CDOT Vehicle Storage/Office Facility at 475 Elm Road, with staff findings and the condition of approval recommended by staff. The motion passed 5-0.

2. MINOR SUBDIVISION: THUNDER VIEW, 1573 DRY GULCH ROAD

In the absence of Planner Hardin, Director Hunt presented the minor subdivision proposal. The applicant would like to subdivide the lot into four 2.5 acre lots, as is allowed by code. One lot currently has a single-family home, the additional three lots would be available for development of one single-family home each, with a minimum lot size of 2.5 acres and 50' setbacks on all sides and from designated wetlands. A condition of approval is that within 90 days following recordation of the Final Plat, a 50-foot from centerline right-of-way will be dedicated along the eastern boundary of the parent property bordering Dry Gulch Road.

Applicant comment: Mark Theiss, owner, stated that there was a wetland study done and this is dedicated on the final plat. The septic tank will be pumped and crushed in place.

It was moved and seconded (White/Smith) to APPROVE the Thunder View Subdivision Preliminary Plat according to findings of fact and including findings and conditions recommended by Staff. The motion passed 5-0.

3. RESOLUTION IN SUPPORT OF THE JOINT PLANNING AREA

A revised and reapproved resolution containing new opening and closing paragraphs (attached) to be read at the Town Board meeting on September 24.

It was moved and seconded (Theis/White) to revise and reapprove the Resolution in Support of the Joint Planning Area. The motion passed 5-0.

REPORTS

- The Planner II position has not yet been filled, but we are getting closer.
- Project updates:
 - Wind River apartments: work is still ongoing by CDOT. No building permits have been applied for.

RECORD OF PROCEEDINGS

Estes Valley Planning Commission

September 17, 2019

Board Room, Estes Park Town Hall

- Raven Rock: Grading from the Estes Park Chalet is being moved to the Raven Rock development area. A phasing plan has been submitted to allow this. Water, sewer and road base are being reviewed by the building department.
- Stanley Hotel: a Development Plan submittal is expected by the end of October. Additional parking construction will begin soon. The Carriage House is to be moved 12 feet to the north to attach to the Art Center. The State Historical Foundation will review these plans.
- Elkhorn Lodge: plans should be forthcoming with restaurant/retail/accommodations. A pre-app meeting has been held.

ADJOURN

There being no further business Chair Leavitt adjourned the meeting at 7:40 p.m.

Bob Leavitt, Chair

Karin Swanlund, Recording Secretary

RECORD OF PROCEEDINGS

Estes Valley Planning Commission

September 17, 2019

Board Room, Estes Park Town Hall

Resolution In Support of the Joint Planning Area

Below is a resolution in support of the Joint Planning Area, which was approved unanimously at the EVPC meeting on February 19, 2019, and revised and reapproved on September 17, 2019.

We the Estes Valley Planning Commission strongly support the Estes Valley Joint Planning Area (JPA) and the related Intergovernmental Agreement (IGA). Our support is based on the following:

- First and foremost, the Estes Valley is one integrated community. In terms of common community interests and concerns, there are no boundaries between the Town and County in the Estes Valley.
- The Estes Valley is unique in that it is landlocked and nearly all of the land is developed. The size of the Estes Valley is not large. Thus, land use planning throughout the Estes Valley is of concern to a wide range of Town and County residents.
- It makes complete sense that land use planning in such a confined geographic area be handled on a coordinated basis. This is why the JPA was implemented more than 20 years ago.
- The Estes Valley Planning Commission is much better equipped to address land use issues in the Estes Valley than the Larimer County Planning Commission due to our knowledge and experience with local land use issues. Our focus is on the Estes Valley. The Larimer County Planning Commission is focused on the entire county and in particular on the front range communities and their issues.
- A primary goal of the new Comprehensive Plan is to create a shared vision for the future of the Estes Valley. This can only be done if there is one Comprehensive Plan for the entire Estes Valley, and this can only be done if the JPA is retained.
- The Comprehensive Plan is much more than a guide for land use planning. It encompasses transportation, parking, downtown planning, trails, utilities, water use, flood control and mitigation, fire mitigation, and more. These topics are by definition valley-wide as is land use planning.
- Residents of the county portion of the Estes Valley may have a more difficult time getting their concerns addressed by their county representatives (the Larimer County Planning Department, Larimer County Planning Commission, and the County Commissioners). These County officials have busy schedules and may at times have more pressing issues to address than the concerns of Estes Valley residents. All this activity will take place in Fort Collins rather than Estes Park, unless special meetings are held in Estes Park.

- If the JPA is dissolved the county portion of the Estes Valley will come under the County's Comprehensive Plan and Development Code. Zoning in the county portion of the valley will have to be redone since the County does not have the same zoning districts as we have in the Estes Valley Development Code. Protections provided to residents by current zoning designations and development code will not necessarily be available after this rezoning. Some neighborhoods, such as Carriage Hills, will be divided with one portion under Town zoning and development codes and another portion under county zoning and development codes. This will create a lot of confusion.
- Dissolving the JPA will increase the dissent and disunity in the Estes Valley. Retaining the JPA together with a new valley-wide Comprehensive Plan will increase cooperation, collaboration, and consensus in the Estes Valley.
- Dissolving the JPA will accentuate the lack of representation that residents experience when development projects are brought forward. There will be no valley-wide forum like the Planning Commission where citizen's views can be heard.
- The existence of the JPA and IGA allow us to draw on the knowledge and experience of County planning staff as we develop our own unique solutions to Estes Valley land use issues.

Given the potential negative consequences of dissolving the JPA and the likelihood of additional unintended consequences, and the lack of compelling reasons for dissolving the JPA, the responsible course of action is to retain the JPA and fix existing procedural problems by revising the IGA. Given the critical importance that the JPA has played in Estes Valley planning, no governing body should propose to dissolve the JPA unless it has identified and provided the rationale for an alternative that can work as well or better than a JPA.

Estes Valley Planning Commission
February 19, 2019
Revised September 17, 2019

X Bob Leavitt

Bob Leavitt, EVPC Chair

RECORD OF PROCEEDINGS

Town of Estes Park, Larimer County, Colorado September 17, 2019

Minutes of a **Study Session** meeting of the **PLANNING COMMISSION** of the Estes Valley, Larimer County, Colorado. Meeting held in Room 202-203 Town Hall.

Commission: Chair Leavitt, Vice-Chair White, Commissioners, Murphree, Smith, Theis, Converse

Attending: Leavitt, Theis, Murphree, Smith, White

Also Attending: Town Board Liaison Norris, Director Hunt, Planning Technician Kreycik, Senior Planner Woeber, Recording Secretary Swanlund, Town Attorney Kramer

Absent: Converse

Chair Leavitt called the meeting to order at 4:00 p.m

There were no people in attendance. This study session was recorded and can be viewed on the Town of Estes Park YouTube channel.

CDOT Vehicle Storage:

Planner Woeber spoke on the Location and Extent review for the CDOT vehicle storage facilities. The current facility is outdated and rundown. This will be a rebuild and upgrade. The property is owned by Larimer County and leased to CDOT. A 6,000 square foot, 5 bay facility is being proposed. Realignment of a portion of Range View Road is necessary, which is not a part of the Location and Extent review. That review will be done by Larimer County Engineering.

THUNDER VIEW Minor Subdivision:

Director Hunt reviewed the minor subdivision. This was a rezoning from March of this year. The proposal is to divide the property into four 2.5 acre lots. The plat conforms to the EVDC, and all affected agencies have reviewed and approved the plat. This will continue on to the Board of County Commissioners for approval. County engineering staff has requested an additional right of way, which would reduce two of the lots to 2.4 acres. A solution has been proposed to have a separate ROW easement 90 days after the recordation on the eastern boundary of the parent property bordering Dry Gulch. Opponents of this project do have the opportunity to object to this solution. Considerable discussion was had on whether this is a proper planning approach to correct the non-conformity of the ROW dedication. Staff and the Planning Commission will accept this solution, but a code amendment to fix this defect is in the works.

CODE AMENDMENTS:

Director Hunt spoke on the Downtown Building Height concept taken from the Downtown Plan. The reference map is only for guidance. An overlay zone concept and a step-back proposal are the two main mechanisms to focus on. There is no mandatory redevelopment attached to this. Leavitt would like an architectural review component added. Norris suggested finding photos of town where the step-backs have worked and use them for reference. A November Study Session review is planned.

Planning Technician Kreycik discussed the code amendment pertaining to amending review standards for commercial developments undergoing Change of Use, affecting Table 3.37 of the

Development Code. This will require properties undergoing a change in use to submit a development plan application if the change in use increases the intensity of the land use. The review would ensure that the change is compatible with surrounding uses. Questions about what constitutes a change of use should be expected.

Kreycik explained the regulations on Distributed Wind Energy and Conservation Systems. The code amendment would change definitions of micro and small wind energy conversion systems to reflect industry trends. The review will be changed from a Conditional Use Permit to an S1 Special Review. Eliminating red tape and aligning with wind zoning ordinances current best practices is important. Chair Leavitt suggested deferring this amendment for the time being. Board member Norris commented on previous wind turbine legislation conversations that garnered a lot of public controversies. This will be a hot-button issue. It was suggested to get public input on this subject for new Comprehensive Plan. The regulation of distributed wind should be addressed within the Comprehensive Plan process if sustainability and community resiliency are identified goals of the Comp Plan process.

PUD's/Vacation Homes:

Director Hunt spoke on the subject of whether or not the Vacation Home cap in residential districts should be counted in PUD's. Vacation Homes are defined as accommodations in code; therefore, PUD approval would allow for approval of vacation homes without falling under the 588 cap. It would have to be written into the PUD proposal or a code change disallowing it. Leavitt suggested giving the BOCC a review of this discussion.

531 S St Vrain Avenue-site of EP Shuttle

The property at 531 S St Vrain is one lot, and there are two uses on this lot. This will complicate the Temporary Use with the Estes Park Shuttle. It has been requested of the owner of the lot to make it look nicer and install a fence on the south side while this gets sorted out.

Ayres parking study:

Planner Woeber discussed the Ayres Associates report on multi-family parking demand rates. The recommendation Ayres came up with is 87 spaces per dwelling. This is lower than the current ITE rate that has been used for recent developments. The Public Works Director is reviewing this report.

IGA Update:

Director Hunt discussed the just-released press release stating that there is a new online questionnaire with two options. There will be a meeting on September 30 that could include a vote on the future of the IGA. Chair Leavitt would like the problems clearly defined, fix the issues and keep the joint planning area. When asked for the pro/con memo, Hunt agreed to distribute it with two caveats: the county has not signed off on the document and "we don't have to wait for something to break to make it better"; we can improve things without them being broken. Not all elected officials are aligned, and they should put their thoughts on record. It was requested that the memo be shared with the Town Board before their September 24 meeting. The PC should prepare an updated statement of the one written in February.

Project Updates:

Will be reviewed in the regular meeting due to time constraints.

RECORD OF PROCEEDINGS

Planning Commission Study Session September 17, 2019– Page 3

Questions/Future Items

Meeting times

Amended Plat Code Amendment

Chair Leavitt adjourned the meeting at 5:30 p.m.

Bob Leavitt, Chair

Karin Swanlund, Recording Secretary

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RECORD OF PROCEEDINGS

Town of Estes Park, Larimer County, Colorado, September 18, 2019

Minutes of a regular meeting of the Transportation Advisory Board of the Town of Estes Park, Larimer County, Colorado. Meeting held in the Room 202 of Town Hall on the 18th day of September, 2019.

Present: Gordon Slack
 Belle Morris
 Janice Crow
 Stan Black
 Linda Hanick
 Tom Street

Also Present: Trustee Carlie Bangs, Town Board Liaison
 Greg Muhonen, Public Works Director
 Vanessa Solesbee, Parking & Transit Manager
 David Hook, Engineering Manager
 Megan Van Hoozer, Public Works Admin. Assistant
 Elias Wilson, Public Works Admin. Assistant

Absent: Ann Finley
 Ron Wilcocks
 Scott Moulton

Chair Morris called the meeting to order at 12:03 p.m.

PUBLIC COMMENT:

Four members of the public were in attendance: Tom Hannah, Pat Newsome, John Long, Ted Williams

Tom Hannah, Estes Park resident and business owner, was in attendance and shared being that he feels the Downtown Estes Loop is a good idea with his only opposition due to the impact to Riverside Park near the winery. It currently provides a lot of shade.

John Long, retired Executive Director of Bike Houston advocacy group joined the TAB on the recent bike ride around Estes Park. Long praised the Town of Estes Park for the design and construction on 4th Street using the complete streets principals. He believes this is a good example for future street rehab within the Town. John and the other riders went to the area between 36 Hwy & 7 Hwy near the schools and Estes Valley Community Center. At the 7 Hwy crossings John and others on the bike ride witnessed pedestrians attempting to cross the road at the crosswalk. Even with the rapid flashing beacons many individuals appeared to run for their lives. Many cars at this intersection did not yield until the pedestrian stepped out into the crosswalk. There clearly needs to be additional measures taken to increase the safety of pedestrians and bikers.

Trustee Bangs asked what statistical data would be needed to help determine how to increase pedestrian and biker safety. Manager Hook commented that this might be a situation where there is a need for increased driver education. Member Crow questioned whether the law applied to pedestrians who were in the crosswalk or those waiting to cross. Crow asked if a change to the law would be required. Chair Morris shared that an individual's line of sight narrows dramatically at speeds of 35-40 mph. Part of the issue at this particular intersection may be that drivers do not see the crossing beacons because they are perhaps out of their line of sight.

Pat Newsome, a long-time resident of Estes Park for over 40 years, and property owner for 50 years, was in attendance and shared her negative feelings towards the Downtown Estes Loop project. She shared that while she welcomes newcomers to Estes Park, many people see the town as a place that needs improvement. Newsome commented that she has never heard of, nor met anyone living in Estes Park that

supports the Loop project. Newsome commented that Baldwin Park is filled with children playing throughout the Spring, Summer, and Fall and the Loop would take away this space. Newsome advocated that Estes Park needs to stay beautiful and maintain its open spaces because it is the reason that people come to visit. She communicated that the basis of the Loop is to get visitors into Rocky Mountain National Park (RMNP) more efficiently even though RMNP doesn't want more visitors.

Newsome also wanted to share her displeasure with the planned roundabout at MacGregor Ave. & US 34. She believes the problem with the motor vehicle accidents could be addressed by installing reduce speed signs rather than a roundabout. She concluded by stating that these major changes are ruining Estes Park.

Ted Williams and his wife are business owners in Downtown Estes Park. Williams attended all of the recent parking meetings hosted by Parking & Transit Manager Vanessa Solesbee. Solesbee invited Williams to come to TAB to present his thoughts about the importance of parking to business. Representing the Estes Park Chamber of Commerce, Williams distributed a handout which highlighted the Downtown Commercial District intent and the desire for a public/private partnership to come up with a parking solution in the downtown core.

Member Slack asked Williams for specific recommendations regarding the number of spaces needed in downtown and where these spaces should be placed. Williams did not have an exact number. Slack expressed that the TAB is very open to suggestions and that there is no argument that Estes Park needs more parking spaces. TAB is struggling to find answers and perhaps a needs assessment for parking would be helpful. Williams shared that businesses feel like the Town Trustees ask what businesses need and when they express the need for more parking, they're told that they won't get more parking.

Member Crow asked Williams for options that the TAB could consider for the benefit of downtown business owners. Williams suggested that we look at the ratio of cars to businesses to help make a determination of parking needs. Member Street explained the need for optimization of the parking structure and that the structure is the downtown parking option. Trustee Liaison Bangs invited Williams for a discussion to gain further understanding of the issues and how the Town can help.

Chair Morris requested approval by the TAB to request a youth from the organization Youth in Action, attend TAB as a non-voting member. A motion was made and seconded (Slack/Crow) to approve adding a non-voting Youth in Action Participant to the TAB and all were in favor. Chair Morris will be responsible for selecting the young member.

APPROVAL OF MINUTES:

It was moved and seconded (Slack/Black) to approve the August meeting minutes and all were in favor.

PROJECT UPDATES (V. Solesbee – Parking & Transit Manager)

Bustang Update: Manager Solesbee provided an update on the ridership for Bustang. The ridership numbers this month started strong, then dipped, returning strong this past weekend. CDOT considers the pilot program a success. Bustang is offering kids under 11 a free ride.

Parking: As of last week, 4% more citations were written in 2019 than were written in 2018. No inclusion of voided tickets or warnings.

PAID PARKING ANALYSIS (V. Solesbee – Parking & Transit Manager)

Manager Solesbee will be attending the Town Board Study Session October 8, 2019 to provide data from the 2019 season and begin discussions for Phase II of the Downtown Parking Management Plan (DPMP). Solesbee requested the TAB to attend the study session on October 8th. Director Muhonen explained to the TAB how Phase II fits within the budget process.

Manager Solesbee provided to the TAB, a revenue analysis on the expansion of paid parking and stated the importance of being honest with ourselves on cost. This analysis was produced in response to the research that has been conducted on parking in Estes Park. Solesbee presented a progressive pricing model for paid parking.

Member Slack stated that the goal is not to make a bunch of money, just to modify behavior. Member Black asked Solesbee if the technology will have ability for market pricing. Solesbee replied that Scenario E offered this option. A modified dynamic pricing system would impact tourists more than a progressive system but a progressive system would impact residents more. Solesbee stated that Scenario E is her preferred option. Member Slack commented that starting simple and communicating scenario A or B makes the most sense. Muhonen shared that the existing signs and time limits stay in place (great simplicity, higher risk of citation, etc.) and that scenarios C and D reduce the citation component because they are able to pay for as long as they decide to stay. Muhonen emphasized the convenience for user but stated that there needs to be turnover.

Member Street questioned what percentage of lots would be paid. Solesbee replied that Phase II would implement 30% of downtown parking to be paid in 2020. Street responded that if not all parking is paid there will still be congestion issues with people waiting in the free lots. He commented that all downtown parking needs to be paid. Member Black stated his agreement with Street that this may contradict the goal. If we don't do it all at once, we will be unable to gather accurate data at the end of Phase II. Solesbee replied that the downtown business community holds various viewpoints on the implementation of paid parking. There are currently 1,200 parking spaces in the core. Solesbee mentioned the importance of implementation along with education while remaining sensitive to the amount of change. Solesbee is also identifying employee areas and exploring both paid and unpaid permit possibilities. TAB needs to review additional data before making assumptions and implementing solutions. Solesbee adopted a conservative estimate of \$200,000 in startup costs projecting that, in the first year, all scenarios lose money and make a profit in the following year.

Member Black questioned the basis for assuming an increase in revenue. Solesbee added this to the list of considerations. Black also questioned the 2024 revenue and cost. Solesbee will compile and present further information on this subject. A four-month season will be used moving forward. Black expressed concern that the projections for the month of May are equal to that of June. The counts for May and September are too high. Solesbee suggested lowering or discounting the price of parking in May. Black questioned the assumption of increased revenue and on the basis for the assumption. Solesbee will take a closer look at this assumption.

Discussions continued regarding treatment of residents versus visitors. Black suggested the TAB create more opportunities for residents to shop downtown rather than feel the need to travel. He advocates for free parking for residents (1-hr) since there was a commitment to the residents for different treatment. Hanick agreed that parking isn't a primary issue with residents coming downtown, it's the traffic. Hanick commented that she will shop in town regardless, but will not spend 4 hours shopping.

A motion was made and seconded (Slack/Street) for residents to have 15 minutes free. A second motion was made by Member Black to increase this time allowance to 30 minutes and Member Crow seconded. Member Slack withdrew his previous motion. The vote was 4 to 2 vote in favor of 30 minute free parking for residents.

A motion was made and seconded (Street/Hanick) that a letter be written to the Town Board by 11/1/2019 recommending Scenarios D or E with a price point that is selected and established by the Town Board. The vote was 5 to 1 in favor of this letter.

Manager Solesbee suggested that TAB could benefit from meeting with the Shuttle Committee at the regularly scheduled December meeting.

Morris asked when a work session could be set up with Ted Williams. Trustee Bangs agreed to reach out to Williams to further discuss the parking issues in downtown. Member

Black stated that the Chamber of Commerce Board of Directors should be included in the meeting.

PROJECT UPDATES (G. Muhonen – Public Works Director)

Muhonen attended an all-day meeting with Larimer County area traffic engineers. The relevant topics included bike lane markings and symbols. A poll was taken from the different engineers in attendance on policies and justifications. Boulder now mandates the use of green backgrounds for all bike symbols and requires them in conflict zones between cars and bikes. Fort Collins has decided to stick with the typical white on black colors and don't want green backgrounds except for bike/car conflict zones. Greely is increasing the 6 inch lane line to 8 inches. Boulder has done accident research and analysis in regards to bike lanes and found that green backgrounds reduce the number of biking accidents and deaths. CDOT is now requiring 6 inch lane lines and will be implementing this on edge lanes only.

Special events in Estes Park have been handled informally regarding traffic control. There is a proposal for closing US 36 for a Vintage Car Race Rally, which has introduced questions about special event traffic control. Universally, all applicants for events that impact traffic, whether pedestrian or vehicular, must submit a traffic control plan.

PROJECT UPDATES (D. Hook – Engineering Manager)

US 36 & Community Drive Roundabout: A public meeting for the US 36 & Community Drive Roundabout project on Aug. 29 at the Estes Park Museum. The feedback received was mixed, with the majority being opposed to the roundabout.

Brodie Avenue Improvements: Work continues to progress with curb and gutter beginning to be replaced. The work underground is complete and all work occurring is now above ground.

Co-Chair Street commented that the 'Trail Closed' sign is still up but the bike lane is open for use. Manager Hook will follow up on the signage.

Fall River Trail: Hook informed the TAB that both the Fall River Trail grant applications were denied. One was submitted to Great Outdoor Colorado (GOCO) and the other for the Federal Lands Access Program (FLAP). Hook stated the grants were denied due to the fact that other submitted projects were focused on finishing connections, whereas the application submitted by Estes Park was asking for was a middle section of a trail to be completed. Muhonen commented that the Estes Park application also did not identify how RMNP would be tied into the trail plan.

The pavement markings have been completed on both the 4th Street and Elkhorn Avenue projects. The Downtown Wayfinding, Cleave Street project, and Graves Avenue design are pending.

TAB 2020 PRIORITIES:

Chair Morris distributed the updated TAB Priority Matrix for review. No additional time was available to discuss the matrix but will be discussed at the next regularly scheduled meeting.

OTHER BUSINESS

With no other business to discuss, Chair Morris adjourned the meeting at 2:38 p.m.

Recording Secretary
Megan Van Hoozer, Public Works Department



PROCEDURE FOR PUBLIC HEARING

Applicable items include: Rate Hearings, Code Adoption, Budget Adoption

1. MAYOR.

The next order of business will be the public hearing on **PLANNING COMMISSION ACTION ITEM 1.A. ORDINANCE 16-19 AMENDMENT TO THE ESTES VALLEY DEVELOPMENT CODE §5.1.B.VACATION HOME TO REVISE DEADLINE FOR (“CAP”) NUMBER OF VACATION HOMES IN RESIDENTIAL ZONING DISTRICTS.**

2. SUGGESTED MOTION.

- I move to table Ordinance 16-19.

4. VOTE ON THE MOTION.

Vote on the motion or consideration of another action.



Memo

To: Honorable Mayor Jirsa
Board of Trustees

Through: Town Administrator Machalek

From: Linda Hardin, Planner I

Date: *October 22, 2019*

RE: *Ordinance 16-19 Amendment To The Estes Valley Development Code §5.1.B. Vacation Home to Revise Deadline for (“Cap”) Number of Vacation Homes in Residential Zoning Districts*

(Mark all that apply)

PUBLIC HEARING ORDINANCE LAND USE
 CONTRACT/AGREEMENT RESOLUTION OTHER _____

QUASI-JUDICIAL YES NO

Objective:

Review and amend the Estes Valley Development Code to reflect the deadline of June 30 of each year for “cap” review and action.

Present Situation:

UPDATE for October 22, 2019:

Community Development was advised on June 28, 2019, when this ordinance first came to the Town Board of Trustees, that the Town Clerk intends to change the renewal deadlines for business licenses and vacation home registrations to January 31st of each year. If this ordinance is passed, there is no longer a need to adjust the cap review date, as the current annual review in April will allow adequate time to process and examine previous years’ registrations and current trends for renewals and new registrations.

The Estes Valley Development Code, §5.1.B.1.a.(6), current states that the cap be reviewed by the Planning Commission and governing Boards “in or near the month of April”. It was determined that this time frame for review was not practical. Vacation home registration renewals are not due until March 31st of each year. Trying to collect accurate current data had proven to be difficult and somewhat impossible for review by the Boards in April. Finalizing renewals can overlap into April which is cause for reports to be late to the Boards under the current code. The code states “near” the month of April, which is suggestive and allows for the delays without violating the code. But, the intent was to have a time by which the Boards can expect to resolve the review and determine if a change is necessary.

The Planning Commission heard this amendment at their June 18, 2019 meeting a voted unanimously with a 6-0 vote to recommend changing the review date in the EVDC to June 30 of each year.

Proposal:

To revise the date of review by the Planning Commission and Governing Boards to a hard deadline of June 30 of each year. (Noe n/a; indefinitely tabling the ordinance will allow the annual review cycle to remain in or near April.)

Advantages:

- Adjusting the cap review date allows a more accurate compliance schedule with the code requirement. (Now n/a)

Disadvantages:

None identified at this time.

Action Recommended:

Staff recommends that the Estes Park Board of Trustees **table** Ordinance No. 16-19, thus not changing the review date.

Finance/Resource Impact:

None.

Level of Public Interest

Although vacation homes in general have in the past been an issue of high public interest, this specific issue has not received any public input.

Sample Motion:

I move to **table** Ordinance 16-19.

Attachments:

Ordinance 16-19
Exhibit A

ORDINANCE NO. 16-19

**AN ORDINANCE TO AMENDMENT TO THE ESTES VALLEY DEVELOPMENT CODE
§5.1.B.VACATION HOME TO REVISE DEADLINE FOR (“CAP”) NUMBER OF
VACATION HOMES IN RESIDENTIAL ZONING DISTRICTS**

WHEREAS, on June 18, 2019 the Estes Valley Planning Commission conducted public hearings on proposed text amendments to the Estes Park Valley Development Code, Chapter 5 – Use Regulations; and

WHEREAS, on June 18, 2019 the Estes Valley Planning Commission voted to recommend approval of the text amendments; and

WHEREAS, the Board of Trustees of the Town of Estes Park finds the text amendment complies with requirements of Colorado Statutes Revised, and has determined that it is in the best interest of the Town that the amendment to the Estes Valley Development Code, as set forth on Exhibit A be approved; and

WHEREAS, said amendment to the Estes Valley Development Code is set forth on Exhibit A, attached hereto and incorporated herein by this reference:

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF ESTES PARK, COLORADO:

Section 1: The Estes Valley Development Code shall be amended as more fully set forth on Exhibit A.

Section 2: This Ordinance shall take effect and be enforced thirty (30) days after its adoption and publication.

PASSED AND ADOPTED by the Board of Trustees of the Town of Estes Park, Colorado this ____ day of _____, 20XX.

TOWN OF ESTES PARK, COLORADO

By: _____
Mayor

ATTEST:

Town Clerk

I hereby certify that the above Ordinance was introduced and read at a regular meeting of the Board of Trustees on the _____ day of _____, 20XX and published in a newspaper of general circulation in the Town of Estes Park, Colorado, on the ___ day of _____, 20XX, all as required by the Statutes of the State of Colorado.

Town Clerk

EXHIBIT A

[CHAPTER 5 – USE REGULATIONS, §5.1.b.1.A.(6)]

Town of Estes Park Board of Trustees: October 22, 2019

B. Vacation Home.

1. All vacation homes shall be subject to the following:

a. Annual Operating Registration.

(6) Effective December 16, 2016, vacation home operating registrations in residential zoning districts (designated herein as zoning districts E, E-1, R, R-1, R-2, RE, RE-1, and RM) shall be held at a maximum total ("cap") of 588 registrations in effect at any given time. This cap shall be reviewed annually by the Planning Commission and governing Boards, ~~in or near the month of April beginning in or near April 2017~~ no later than June 30 of every year. Applications received at any time such that their approval would cause the cap to be exceeded shall be held and kept on file in the order they are received and deemed complete by the Town Clerk's Office. Registrations held on such list shall be issued during the calendar year as operating registrations may become available.



Memo

To: Honorable Mayor Jirsa
 Board of Trustees

Through: Town Administrator Machalek

From: Jackie Williamson, Town Clerk

Date: *October 22, 2019*

RE: *Estes Valley Planning Commission Interview Committee Appointment.*

(Mark all that apply)

- PUBLIC HEARING ORDINANCE LAND USE
 CONTRACT/AGREEMENT RESOLUTION OTHER Appointment

QUASI-JUDICIAL YES NO

Objective:

To appoint Town Board members to the interview committee for the open position on the Estes Valley Planning Commission.

Present Situation:

The Estes Valley Planning Commission is currently made up of seven volunteer community members with three appointed by the Town and three appointed by the County. The commission currently has one vacancy, the Town Clerk’s office has posted the position and has received one application as of the date of this memo.

Proposal:

Per Policy 101 Section 6, all applicants for Town Committees/Boards are to be interviewed by the Town Board, or its designee. Any designee will be appointed by the Town Board.

Advantages:

To move the process forward and allow interviews to be conducted of interested applicants.

Disadvantages:

None.

Action Recommended:

To appoint two Trustees to the interview panel for the Estes Valley Planning Commission opening.

Finance/Resource Impact:

None.

Level of Public Interest

Low.

Sample Motion:

I move to approve/deny the appointment of Trustees _____ and _____ to the Estes Valley Planning Commission interview panel.

Attachments:

None



Report

To: Honorable Mayor Jirsa
Board of Trustees

From: Town Attorney Kramer

Date: *October 22, 2019*

RE: *Restrictive Covenant for the Preliminary Condominium Maps, the Divide Condominiums at Wildfire, and the Meadow Condominiums at Wildfire, Wildfire Road, Westover Construction, Inc., RDA Associates LLC, Applicants*

Objective:

Report on the status of the Wildfire workforce housing restrictive covenants.

Present Situation:

On October 8, the Town Board approved preliminary condominium maps for the Wildfire project, on the condition that attorneys for the Town and the developer agree to restrictive covenants by October 22. The attorneys for the Town and the Developer have reached a compromise on the covenant language.

Proposal:

The covenants have been modified from those presented on October 8, in the following ways:

- A deed of trust requirement has been omitted.
- Strongly worded warnings have been added to the beginning of the covenant.
- Deeds for the workforce units will be required to reference the covenants.
- Contracts for purchase and sale of the workforce units will be required to reference the covenants.
- Failure to comply with the covenants will result in liquidated damages in the amount of \$25,000 per year.
- Failure to comply with the covenants can explicitly result in a court injunction requiring the sale of the home, and the Town would be able to recoup fees, costs, and damages from the seller's proceeds.

Advantages:

These provisions are designed to warn parties to future transactions and make it disadvantageous to allow occupancy by unqualified residents. Buyers will be better incentivized to contact the Town before a sale.

Disadvantages:

Does not include a second deed of trust, a mechanism designed to provide notice to the municipality at time of transfer. The warnings now included could still be disregarded and the Town could potentially be unaware of a sale until after it occurs.

Action Recommended:

No action necessary.

Finance/Resource Impact:

None at this time.

Level of Public Interest

The overall project is of relatively high interest for the Town.

Attachments:

Restrictive Covenant and Agreement

WARNING TO HOMEBUYER: YOU, OR A RESIDENT OR TENANT OF THIS PROPERTY, MUST BE EMPLOYED WITHIN THE BOUNDARIES OF THE ESTES PARK SCHOOL DISTRICT R-3 TO BE QUALIFIED TO OWN THIS PROPERTY. YOU MAY BE FORCED TO SELL THIS PROPERTY IF YOU ARE NO LONGER QUALIFIED FOR ESTES PARK WORKFORCE HOUSING. ONLY A QUALIFIED WORKFORCE HOUSEHOLD CAN OCCUPY THIS HOME. YOU MUST CERTIFY YOUR ELIGIBILITY UNDER SPECIFIC PROCEDURES DESCRIBED HEREIN TO AVOID CONSIDERABLE FEES AND DAMAGES. CONTACT THE TOWN OF ESTES PARK FOR MORE INFORMATION AT LEAST 45 DAYS BEFORE YOU CLOSE ON THIS HOME.

WARNING TO HOMESELLER: YOU MAY BE LIABLE FOR DAMAGES FOR BREACH OF THIS COVENANT IF YOU ALLOW THE SALE OF THIS HOME WITHOUT FOLLOWING THE SPECIFIC PROCEDURES DESCRIBED HEREIN TO ENSURE THAT THIS HOME WILL BE SOLD TO OR OCCUPIED BY A QUALIFIED WORKFORCE HOUSEHOLD.

NOTICE TO TITLE COMPANIES: TRANSFERS OF THIS PROPERTY CANNOT OCCUR WITHOUT DELIVERY OF AN ACKNOWLEDGEMENT OF COVENANT BY THE GRANTEE ACCEPTED BY THE TOWN UNDER SECTION 7.3 HEREIN AND, IF NOT, YOU MAY BE LIABLE TO YOUR INSURED.

RESTRICTIVE COVENANT AND AGREEMENT

THIS RESTRICTIVE COVENANT AND AGREEMENT (“Agreement”) dated as of _____, 20_ (the “Effective Date”) is entered into by and between _____ (the “Owner”) and the Town of Estes Park (the “Town”), a Colorado Municipal Corporation, on the Effective Date stated herein.

RECITALS

Section 11.4.C. of the Estes Valley Development Code (“EVDC”) provides that a property owner may receive a density bonus with respect to “workforce” housing. The Owner has obtained approval from the Town for the development of _____ multi-family structures consisting of _____ Residential Units as set forth in the Development Plan for [**The Meadows Condominiums**][**The Divide Condominiums**].¹ Such approval includes the density bonus which requires that the Residential Units be subject to the restrictive covenants set forth in this Agreement to assure occupancy of the Residential Units qualifies them as workforce housing.

IN WITNESS WHEREOF, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby declare that the Property (as hereinafter defined) shall be held, sold, occupied and conveyed subject to the following covenants, restrictions, and conditions, all of which shall be covenants

¹ NOTE TO DRAFT; This Agreement will be replicated for each of the 2 projects, as applicable. All units within Meadow and Divide Condominium projects will be identified as the “Property” subject to this covenant.

running with the land and which covenants, restrictions, and conditions shall be binding on all parties having any right, title, or interest in the Property, or any part thereof.

1. Definitions.

1.1 “Acknowledgement of Covenant” is defined in Section 7.3 of this Agreement and means an acknowledgement in the form promulgated or otherwise approved by the Town, in which the buyer or grantee acknowledges the Occupancy Requirements and agrees to comply with the terms, conditions and covenants of this Agreement.

1.2 “Change of Status” means the Qualified Workforce Occupant no longer meets the requirement set forth in Section 6.1(a) of this Agreement.

1.3 “Occupancy Certification” means a certification in the form approved by the Town to be executed by the person(s) executing a Rental Agreement as occupants. The form attached hereto as Exhibit B is the first version so approved, and is subject to update by the Town.

1.4 “Occupancy Limit” means one plus two times the number of bedrooms in the Residential Unit.

1.5 “Occupancy Requirements” is defined in Section 6.1.

1.6 “Owner” means _____ and any subsequent transferee, assignee, or successor in title to the Property or any portion thereof, including any Residential Unit.

1.7 “Property” means the real property described in Exhibit A.

1.8 “Qualified Workforce Household” is defined in Section 6.1(a).

1.9 “Rental Agreement” is defined in Section 6.4.

1.10 “Residential Unit” means a residential unit located on the Property.

1.11 “Workforce Housing Unit” means a Residential Unit, the occupancy of which is restricted to a Qualified Workforce Household.

1.12 “Term” is defined in Section 5.1.

Other definitions may appear in the Agreement.

2. Purpose. The purpose of this Agreement is to enforce the restrictions in the EVDC in effect as of the Effective Date that apply to the Property in connection with the grant of the density bonus for workforce housing.

3. Recording and Filing; Covenants to Run with the Land.

3.1 Recording, Covenants Run with the Land. This Agreement shall be placed of record in the real property records of Larimer County, Colorado, being the county in which the Property is located and except as otherwise provided herein, the covenants contained herein shall run with the land and shall bind, and the benefits shall inure to, respectively, the Owner and its successors and assigns, and the Town and its successors and assigns, and all subsequent owners of the Property or any interest therein during the Term. The Property and each Residential Unit shall be held, conveyed, hypothecated, encumbered, leased, rented and occupied subject to the covenants, restrictions and limitations set forth herein, which are intended to constitute both equitable servitudes and covenants running with the land. Any buyer or transferee of a Residential Unit or any portion thereof, by acceptance of a deed therefore, or by the signing of a contract or purchase agreement to purchase the same, shall, by acceptance of such deed or by the signing of such contract or agreement, be deemed to have consented to and accepted the covenants, conditions, restrictions and limitations set forth herein, whether or not there is any express reference to this Agreement in such deed or contract.

3.2 Satisfaction of Requirements. The Owner agrees that any and all requirements of the laws of the State of Colorado to be satisfied in order for the provisions of this Agreement to constitute restrictive covenants running with the land shall be deemed to be satisfied in full, and that any requirements of privity of estate are intended to be satisfied, or in the alternate that an equitable servitude has been created to ensure that these restrictions run with the land. During the Term, each and every contract, deed or other instrument hereafter executed conveying the Property or portion thereof shall expressly provide that such conveyance is subject to this Agreement, provided, however, the covenants contained herein shall survive and be effective as to successors and assigns of all or any portion of the Property, regardless of whether such contract, deed or other instrument hereafter executed conveying the Property or portion thereof provides that such conveyance is subject to this Agreement.

(a) Each purchase and sale contract executed by Owner as an agreement to convey title to the Property or any portion thereof shall include the following (or substantially similar) provisions: (i) the bolded notices set forth in the heading of the first page of this Agreement, (ii) an express statement that such purchase and sale contract and the resulting conveyance are subject to this Restrictive Covenant and Agreement and (iii) the closing conditions, procedures, and requirements set forth in Section 7.3 herein.

(b) Each deed executed to convey title to the Property or any portion thereof shall include the following (or substantially similar) provision:

“SUBJECT TO THE TERMS, RESTRICTIONS, AND COVENANTS FOUND IN THAT CERTAIN WORKFORCE HOUSING RESTRICTIVE COVENANT AND AGREEMENT, RECORDED ON [____], UNDER RECEPTION NO. [____] IN THE REAL PROPERTY RECORDS OF LARIMER COUNTY, COLORADO.”

4. Representations, Covenants and Warranties of the Owner. On the Effective Date, the Owner covenants, represents and warrants as follows:

4.1 Organization. The Owner is duly organized under the laws of the State of Colorado, and is qualified to transact business under the laws of the State.

4.2 Good Title. The Owner has good and marketable title to the Property.

4.3 Consistency Requirement. The Owner has not and will not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other provisions in conflict herewith.

4.4 Required Consents. The Owner will obtain the written consent of any prior recorded lienholder on the Property to this Agreement prior to the first application for any development permit (i.e. grading or building) for the Property. The Owner will not allow mechanic's liens having senior priority to this Agreement to be recorded against the Property and continue for a period of 45 days without release by the lien claimant or removal by bond.

5. Term of Agreement.

5.1 Term. In accordance with the requirements of the EVDC, this Agreement shall remain in effect for each Residential Unit on the Property for a period of fifty (50) years from the Effective Date (the "Term").

5.2 Termination. Upon expiration of the Term, this Agreement and each of its provisions shall terminate without further action by the parties. On and after expiration of the Term, upon the written request of any current owner of the Property, the Town shall promptly execute and deliver to such owner a statement of termination of this Agreement in recordable form which may be recorded by such owner, but the Agreement shall terminate whether or not any such statement is recorded.

6. Restrictions on Use and Occupancy.

6.1 Restriction on Occupancy. Each occupied Residential Unit shall be occupied as a Workforce Housing Unit (the "Occupancy Requirements").

(a) Qualified Workforce Household Definition. A "Qualified Workforce Household" means the occupants of a Residential Unit that are either (i) members of a family unit related by blood, marriage or adoption, or (ii) unrelated individuals living together whose number does not exceed the Occupancy Limit, in each case who occupy the Residential Unit; where all occupants have common access to and common use of all living and eating areas and all facilities for the preparation and serving of food within the Residential Unit; and where at least one adult (eighteen years old or older) who occupies the Residential Unit as his or her principal residence is employed (or self-employed) for an average of at least thirty hours per week on an annual basis within the boundaries of the Estes Park School District R-3 (such employed occupant is referred to as a "Qualified Workforce Occupant").

(b) Transition Rules:

(i) A person age 65 years or older who was a Qualified Workforce Occupant while occupying the Residential Unit for at least seven (7) consecutive years ending on the date such person attained the age of 65 years shall continue to be regarded as a Qualified Workforce Occupant and, in the event of the death of such person, his or her spouse will be considered a Qualified Workforce Occupant, for so long as he or she continuously occupies the Residential Unit as his or her primary residence.

(ii) If, after the occupancy of the Residential Unit has commenced by the members of a Qualified Workforce Household, the status of a Qualified Workforce Occupant changes so that such person is no longer considered to be a Qualified Workforce Occupant, such person and the other persons occupying the Residential Unit shall continue to be considered to constitute a Qualified Workforce Household until termination of the Rental Agreement, if any, or for one year from the date of the Change of Status of the Qualified Workforce Occupant, whichever occurs first, unless a longer period of occupancy is authorized in writing by the Town due to extraordinary circumstances as described in Section 6.5 or another member of the Qualified Workforce Household becomes a Qualified Workforce Occupant within such time.

6.2 Restrictions on Short Term or Vacation Rental. Each Residential Unit shall not be rented, leased or furnished for tenancies of less than thirty (30) days.

6.3 Maintenance. The Owner shall maintain the Residential Unit in a safe and habitable condition, except for normal wear and tear, and in material compliance with all applicable laws, ordinances, homeowner covenants or rules and regulations of any governmental authority with jurisdiction over matters concerning the condition of the Residential Unit.

6.4 Rental Agreements. In the event a Residential Unit is rented, leased or licensed by the Owner, and the Owner does not then occupy the Residential Unit as part of a Qualified Workforce Household, such Residential Unit shall be rented to occupants pursuant to a written rental agreement (a "Rental Agreement") that provides a rental term of at least six months and not more than one year (except that a Rental Agreement may provide that its term ends on the last day of the month that includes the one-year anniversary of the commencement of the Rental Agreement) and which requires the occupants to constitute a Qualified Workforce Household on the date of execution of the Rental Agreement and during the term of the Rental Agreement. The form of Rental Agreement to be utilized by the Owner shall provide for termination of the Rental Agreement and the consent by the occupants for immediate commencement of eviction proceedings as a result of any knowing material misrepresentation with respect to the Occupancy Requirements made by the person or persons executing the Rental Agreement. Each Rental Agreement shall prohibit occupancy or use of the Residential Unit as a short term or vacation rental as defined in the EVDC or the Town's Municipal Code including amendments thereto. Each Rental Agreement shall prohibit assignment or subleasing

without the consent of the Owner which consent must be denied unless after the assignment or sublease, the occupants will constitute a Qualified Workforce Household. Nothing contained in this agreement shall prohibit the Owner from entering into one or more master leases of Residential Units with terms in excess of one year provided that each Rental Agreement entered into pursuant to the master lease satisfies the requirements of this Agreement.

6.5 Relief from Extraordinary Circumstances. The Town may grant an exception or waiver from the requirements of this Section 6 based upon the written request of the Owner. Such exception or waiver may be granted by the Town only upon a finding that: (i) the circumstances justifying the granting of the exception or waiver are unique or outside of the control of the Qualified Workforce Occupant, and may include involuntary loss of job, injury, physical disability, or trauma; (ii) a strict application of this Section 6 would result in an extraordinary hardship; and (iii) the exception or waiver is consistent with the intent and purpose of this Agreement. No exception or waiver shall be granted by the Town if its effect would be to nullify the intent and purpose of this Agreement. In granting an exception or waiver of the provisions of this Section 6, the Town may impose specific conditions of approval, and shall fix the duration of the term of such exception or waiver.

7. Compliance, Monitoring and Enforcement.

7.1 Annual Verification and Certification Requirement. The Owner shall be responsible for taking reasonable steps to verify that Qualified Workforce Households occupy the occupied Residential Unit(s) owned by the Owner in accordance with this Agreement and shall certify to the Town, upon request, on or before January 31st of each calendar year that to the best of the Owner's knowledge, all occupied Residential Units owned by Owner are occupied in compliance with this Agreement or if not so occupied, the certification shall describe the steps the Owner is taking to remedy the noncompliance. All certifications required by this Section shall be in the form and contain all documentation reasonably required by the Town.

7.2 Certification related to Rental Agreements. Each person executing a Rental Agreement as a non-Owner occupant shall also execute an Occupancy Certification at the time of execution of the Rental Agreement and each renewal thereof to ensure compliance with this Agreement. The Owner will deliver to the Town the executed Rental Agreement and Occupancy Certification as soon as practicable, but in any event within five business days, which may be done electronically as a facsimile or an image attached to an email. If the Town determines on the basis of reasonable evidence that (i) any statement on an Occupancy Certification is substantially untrue and, as a result, the occupants do not meet the Occupancy Requirements, or (ii) the occupant is not eligible for continuing occupancy under the transition rules in Section 6.1(b) or for an exception or waiver under Section 6.5, the Town may notify the Owner within five business days after its receipt of the Rental Agreement and Occupancy Certifications and the Rental Agreement shall terminate.

7.3 Acknowledgement of Covenant upon Transfer. Owner shall notify the Town in writing of Owner's interest in selling or transferring any Residential Unit at least

45 days before the Owner's desired closing date. Owner's notice to the Town shall also include either: (a) a certification by the buyer, in substantially the form required under Section 7.1, that the Residential Unit will be occupied by a Qualified Workforce Household; or (b) an Occupancy Certification and Rental Agreement executed by the current or planned tenant of the Residential Unit. In addition, Owner's notice shall further include a signed and notarized acknowledgement of this covenant, in a recordable form promulgated by or otherwise approved by the Town (the "Acknowledgement of Covenant"), in which the buyer or grantee acknowledges the Occupancy Requirements and agrees to comply with the terms, conditions and covenants of this Agreement. Within 15 days after receipt of Owner's notice, together with the certifications and Acknowledgement of Covenant referenced above, the Town will either: (i) verify compliance with this Agreement and accept the Acknowledgement of Covenant in writing, or (ii) deliver a written notice to Owner that verification and acceptance cannot be issued and stating the reason(s) therefore. No transfer of a Residential Unit may occur until the Town verifies compliance with this Agreement, accepts the Acknowledgement of Covenant in writing, and delivers the executed and notarized Acknowledgement of Covenant for recording. The Town may grant an exception or waiver from the requirements of this Section in accordance with the principles of Section 6.5, and such exception or waiver will be in written recordable form and will reference the recording information of this Agreement.

7.4 Further Actions. In addition to its specific agreements and undertakings in this Agreement, the Owner shall take or cause to be taken all other and further actions reasonably required by the Town in order to confirm satisfaction of the Occupancy Requirements.

7.5 Rules, Regulations, Standards, and Fees. Upon not less than 30 days prior written notice to the Owner, the Town shall have the authority to promulgate and adopt such reasonable rules, regulations, standards, and fees as it may deem appropriate, from time to time, for the purpose of carrying out its obligations and responsibilities described herein.

7.6 Delegation of Owner Verification. The Owner, and any successors thereto, may use the services of a property manager or other agent (i.e., an accountant, attorney, etc.) to assist it in meeting its verification obligations hereunder.

7.7 Transfer of Town Administration. The Town will maintain its authority to contract with or use a third party to assist or manage the Town's role in the verification and administration of the occupancy of the Residential Units and the terms of this Agreement.

7.8 Enforcement. The Owner hereby grants and assigns to the Town the right to review the Rental Agreements and enforce compliance with this Agreement. Compliance may be enforced by the Town by any lawful means, including legal and equitable relief and including, without limitation, specific performance. The Town is entitled to an injunction to enforce this Agreement, including a mandatory injunction requiring the Owner to forthwith sell the Residential Unit so that the Residential Unit will become occupied by a Qualified Workforce Household, without need to deposit a security with the court. Any equitable relief may be sought singly or in combination with such legal

remedies as the Town may be entitled to under either this Agreement or the laws of the State of Colorado, including liquidated damages as described in Section 7.10 below.

7.9 Remedies; Attorney Fees. In the event the Town commences litigation with respect to any or all provisions of this Agreement, the party that substantially prevails on the merits shall be awarded reasonable court costs and attorney's fees, including but not limited to the value of the Town Attorney's Office's time spent on such matter at the rates generally charged for similar services by private practitioners within the Town.

7.10 Liquidated Damages. In the event the Town commences litigation with respect to any or all provisions of this Agreement and is the prevailing party, the Town will be entitled to and shall be awarded an administrative fee in the amount of \$25,000/year (prorated for each day of a year) commencing as of date of the Town's written notice of violation of this Agreement, as liquidated damages and not as a penalty, to cover the non-legal costs of the Town in enforcing this Agreement. The parties agree that, under all of the circumstances, this basis and the amount set for liquidated damages is a reasonable and equitable estimate of all the Town's actual damages in enforcing this Agreement. The Town expends considerable additional personnel effort in administering the Agreement or portions of it when the Owner does not comply, and such efforts and the costs thereof are impossible to accurately compute. Furthermore, the Town and its citizens incur negative social and economic impacts when this Agreement is breached. In addition, some, if not all, citizens of Estes Park lose confidence in their government as a result of public programs not accomplishing their intended purpose, and the impact and damages, certainly serious in monetary as well as other terms, are impossible to measure. The amount stated above shall be adjusted annually from the date of this Agreement, proportionately to changes in the applicable consumer price index released by the U.S. Bureau of Labor Statistics or a successor agency.

7.11 Fees and Damages Deductible from Sale Proceeds. In the event that the Town secures an injunction requiring Owner to sell the Residential Unit to a Qualified Workforce Household and the Town is awarded attorneys' fees, costs, and/or liquidated damages as described above, or any other fees, costs, or damages, then the Town, in addition to being entitled to recover the awarded amounts in any other manner permitted in law or equity, shall be entitled to an injunction requiring the Owner to assign such awarded amounts to the Town from the proceeds accruing to the Owner from the Owner's sale of the Residential Unit.

8. GENERAL PROVISIONS

8.1 Notices. Any notice, consent, approval, or request that is required to be given hereunder shall be given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid as follows:

OWNER:

And as subsequently shown on the Acceptance of Covenant recorded with each subsequent transfer of a Residential Unit.

THE TOWN: Town of Estes Park
Attn: Community Development Director
P O Box 1200
Estes Park, CO 80517

8.2 Severability. Whenever possible, each provision of this Agreement and any other related document shall be interpreted in such manner as to be valid under applicable law. If any provision of this Agreement shall be invalid or prohibited under said applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions of this Agreement.

8.3 Governing Law and Jurisdiction. This Agreement and each and every related document are to be governed and construed in accordance with the laws of the State of Colorado; provided, however, this section will not limit the covenant to comply with a applicable federal, state, and Town laws, rules, statutes, ordinances, and regulations, as now existing or hereafter amended. Any legal action to enforce the terms of this Agreement shall be brought in the appropriate court of Larimer County, State of Colorado.

8.4 Binding Agreement. The provisions and covenants contained herein shall inure to the benefit of and be binding upon the successors and assigns of the Owner and the Town.

8.5 Amendment. Any modifications of this Agreement shall be effective only when made by a duly executed instrument by the Owner (or its successor) and the Town.

8.6 Recordation. Upon execution, this Agreement and any amendment shall be recorded in the real property records of Larimer County, State of Colorado.

8.7 Entire Agreement. This Agreement including the recitals and the exhibits and attachments constitutes the entire agreement between the parties hereto with respect to the matters set forth herein. Captions are intended for convenience of reference and shall not be considered a part of this Agreement.

8.8 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Town and the Owner. Except as otherwise specifically provided for herein, no other person, persons, entity or entities, including without limitation the occupants of a Residential Unit, shall have any right of action with respect to this Agreement or right to claim any right or benefit from the terms provided in this Agreement or be deemed a third party beneficiary of this Agreement.

8.9 Non-Liability. The Town and its respective employees, members, officers and agents shall not be liable to any Owner or third party by virtue of the exercise of their rights or the performance of their obligations under this Agreement. The Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections afforded by the Colorado

Governmental Immunity Act, Section 24-10-101, et seq. C.R.S., as it may be amended, or any other limitation, right, immunity or protection otherwise available to the Town.

[Signatures appear on following page.]

OWNER:

By: _____,
_____, its _____

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

Subscribed and sworn to before me this _____ day of _____, 20____, by _____

Witness my hand and official seal.

Notary Public

TOWN OF ESTES PARK:

Approved as to form:

By: _____
Mayor

Town Attorney

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

Subscribed and sworn to before me this _____ day of _____, 20____, by _____ as _____ of the Town of Estes Park.

Witness my hand and official seal.

Notary Public

Exhibit A

(Legal Description of the Property)

Exhibit A

Exhibit B

FORM OF OCCUPANCY CERTIFICATION

The undersigned (“Applicant”) is making or has made an application to _____ (the “Owner Representative”) to buy or rent workforce housing unit [_____] (the “Unit”) of the multifamily community known as [**The Meadows Condominiums**][**The Divide Condominiums**], Estes Park, Colorado.

Occupancy of the Unit is limited to persons who comprise a Qualified Workforce Household as specified in Section 2 below.

Applicant hereby states and affirms to the Town of Estes Park, Colorado under penalties of perjury that on the date of this Occupancy Certification each of the following is true and accurate:

1. All of the persons who will occupy the Unit at any time during the term of the lease of the Unit are listed below (the “Occupants”). All of the Occupants are either (i) members of a family unit related by blood, marriage or adoption, or (ii) unrelated individuals living together whose number does not exceed 3 in the case of a one bedroom Unit, 5 in the case of a two bedroom unit, or 7 in the case of a three bedroom Unit.

List of Occupants:

The Occupants are / are not members of a family unit related by blood, marriage or adoption.

2. _____ (name of the Qualified Workforce Occupant) is eighteen years old or older, will occupy the Unit as his or her principal residence and is currently employed (or self-employed) and on the date occupancy is commenced for the Unit will be employed (or self-employed) for an average of at least thirty hours per week on an annual basis within the boundaries of the Estes Park School District R-3 as depicted on the attached map of that district.

3. During the term of the Rental Agreement of the Unit, Applicant will notify the Owner Representative in writing no later than seven days after any of the statements made in this Occupancy Certification are not true and accurate (“Change of Status”).²

² Note that Change of Status will not prohibit the Occupants from continuing to occupy the Unit until the termination of the Rental Agreement or one year from the Change of Status of the Qualified Workforce Occupant, whichever

Dated _____, 20__.

Occupant Signature

Occupant Name (print)

Occupant Address

Occupant phone number

Occupant date of birth (month, day and year)

occurs first, but may prevent the Rental Agreement of the Unit from being renewed or extended. A Change of Status does not occur if the Workforce Housing Occupant subsequently attains the age of 65 years and has fully satisfied the requirements of Section 6.1(b) of the Restrictive Covenant applicable to the Unit.

Exhibit B

Map of Estes Park School District R-3
(attached)

Map of Estes Park School District R-3

1225 17th Street, Suite 2300
Denver, CO 80202-5596
TEL 303.292.2400
FAX 303.296.3956
www.ballardspahr.com

Christopher Payne
Tel: 303.299.7345
Fax: 303.296.3956
payne@ballardspahr.com

October 16, 2019

Via E-mail (jwoeber@estes.org; dkramer@estes.org)

Jeff Woeber
Senior Planner
Town of Estes Park
170 MacGregor Avenue
Estes Park, CO 80517

Dan Kramer, Esq.
Town Attorney
Town of Estes Park
170 MacGregor Avenue
Estes Park, CO 80517

Re: Preliminary Condominium Map, The Divide Condominiums at Wildfire
Preliminary Condominium Map, The Meadows Condominiums at Wildfire
Restrictive Covenant and Agreement - Workforce Housing

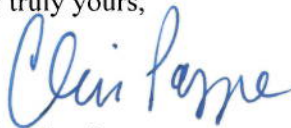
Dear Jeff and Dan:

This firm represents the applicants for approval of the above-referenced applications, in particular, with regard to the Restrictive Covenant and Agreement for workforce housing ("Workforce Covenant"). During its October 8, 2019 meeting, the Town Board approved the preliminary condominium maps for The Divide Condominiums at Wildfire and for The Meadows Condominiums at Wildfire, including the height and density bonuses for workforce housing, subject to the condition that attorneys for the applicant and the Town mutually agree on a form of Workforce Covenant.

This letter confirms that the Workforce Covenant attached to this letter is mutually approved as to form by both applicant's attorney and the Town Attorney. Accordingly, the condition to the Town Board's approval of the preliminary condominium maps for the Divide condominiums and the Meadows condominiums at Wildfire, with workforce housing, is satisfied as of October 16, 2019. In addition, October 16, 2019 is considered the date of final Town action under the Annexation Agreement to start the 30-day period before recording of other approved documents can occur.

We request that this letter and attached Workforce Covenant supplement the applicant's existing materials and be included in an update to the Town Board during its next hearing on October 22, 2019. Please call me if you have any questions.

Very truly yours,



Christopher Payne
Partner

To: Mayor Jirsa and Town Trustees

From: Wildfire Homes, Inc. (Allnutts and Westovers)

Dear Mayor Jirsa and Town Trustees

We want to begin by thanking you for your support of the Wildfire project. Over these many months it has been encouraging and gratifying to enjoy the support of the project by so many. Our goal all along has been to work collaboratively with all stakeholders. The Town staff in each department has held a balance of following codes and guidelines while at the same time assisting us through this arduous process.

It was not our desire to come before you on October 8th to argue publicly regarding the covenant issues for the workforce units. These units have been the centerpiece of the project from the very beginning. We were in complete agreement that steps and processes needed to be put in place to protect the units as workforce far into the future. We could not agree on the best way to do that while keeping the path as clear as possible for potential workforce buyers. Though financing is not the board's concern, policies set by the board can influence how lenders view potential buyers of these properties. Thus many buyers could be subjected to higher interest rates, higher down payment requirements or be eliminated all together, which doesn't further workforce housing goals. Thank you for listening to our concerns. We believe we were able to come to agreement on the covenant as a result of your guidance.

What this situation has highlighted is the need to have systems in place that will not only guide future developments, but will guide the compliance process moving forward. We look forward with you and Town staff as we now move to make the project a reality.

Thank you for your service to our community.

Sincerely,

Rick and Susan Allnutt

Mark and Melissa Westover

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Report

To: Honorable Mayor Jirsa
Board of Trustees

Through: Town Administrator Machalek

From: Randy Hunt, Community Development Director

Date: Oct. 22, 2019

RE: *Land Use IGA Options*

Objective:

- Review and further refine option(s) for the IGA, in advance of the Nov. 14 joint meeting with the Board of County Commissioners (BCC).

Present Situation:

On Sep. 30, our joint Town Board / County Commissioners meeting provided discussion and direction toward a narrowed set of options for the new IGA. Essentially, discussion centered around three variations, as follows:

- Option B as presented, with further work to fill in or clarify certain sections, such as annexation.
- Option C (staff's term), which involves keeping the structure of Option B, but with several of B's Town/County separations reconfigured to joint jurisdiction; these include a joint Comprehensive Plan, a joint Planning Commission and Board of Adjustment, and/or a joint Development Code.
- Option A (extend current IGA for one year, except with separate Town and County staff processing). This was discussed as a "fallback" possibility at most; it did not appear to generate any affirmative support.

Proposal:

County and Town staff have worked together to create a matrix for consideration of the two primary options – Options B and C. In the attached matrix, these are called out as "Option B" (this is the September 30 version) and "Option C" to reflect the Sep. 30 discussion regarding several joint elements.

I would like to stress that: (a) Town staff appreciates the County's input, which is reflected in the matrix; but (b) the matrix included in this packet is the responsibility of Town staff.

The matrix has not yet been turned into draft IGA language, except to the extent the original Option B was already drafted as you saw it on Sep. 30. Staff asks that Town Board come up with a direction forward on either Option B, Option C, or an option that has elements of both, on Oct. 22. It's expected that one more Town Board review -

either Study Session or a discussion item on the regular agenda – will be needed to review proposed IGA draft language.

For the County's part, the Board of County Commissioners have held one follow-up work session since Sep. 30. This was a joint work session between BCC and the Larimer County Planning Commission on Oct. 9. Our Town staff's understanding is that further discussion took place, but no additional consensus has been reached. One purpose of the work session was so that County PC would have a sense of what their role might be in the future. Town staff understands that additional work session discussion may be taking place at the County between now and Nov. 14, but no timeline is known right now.

Staff will review the matrix with Town Board on Oct. 22. At the end we will ask that you come up with a direction for us. E will proceed to create draft IGA language from that.

Staff Recommendation:

- Staff recommends an option that has elements of both B and C, as follows:
- The Nov. 14 adoption date should remain our goal for a fully realized IGA, except that the annexation policy may need a few additional months to be fully discussed and agreed upon.
- A joint Comprehensive Plan between Town and County is the best use of resources, is the best way to reflect input from a wide cross-section of stakeholders, and is also a practical way to share costs for much work that would have to be done twice if separate plans were to be prepared and adopted. This joint Comp Plan approach would need resources from both Town and County. (The County would otherwise be committing resources for a different Comp Plan for unincorporated Estes Valley in any case.)
- We would be best served by separate Development Codes, adopted separately, but similar to each other (e.g., the same zoning districts) for the near future. Beyond the near future – i.e., when a new Comp Plan is adopted – Development Code(s) will need to change to implement the Plan, whether Code(s) are joint or separate.
- Staff sees more difficulties than advantages to a joint Planning Commission (PC) that must deal with different staffs and different Codes. Truthfully, the burden here is much greater on the County staff than any others, but none of the tasks under different staff and Codes would be easy. Practicality should never be the only criterion to determine policy, but it is never irrelevant either.
- The same argument applies to Board of Adjustment.
- The discussion on Sep. 30 regarding a temporary transitional role for the joint PC and joint BoA still have merit, with the qualifications discussed then.
- Staff also continues to see merit in a role for the joint PC in the Comprehensive Planning process - as an advisory body, not as a Planning Commission per se.

County staff has requested the possibility of added time beyond the Jan. 1 target for Town staff to continue administrative and processing tasks as they are under the current IGA – perhaps through March 31. Town staff has no objection to this, provided that: (a) the arrangement is spelled out in the IGA; (b) it is time-limited to expire on a

date certain; and (c) adequate compensation from County to Town is negotiated and agreed upon in advance.

Advantages:

- Moves the IGA forward in a firm direction;
- Gives a clear timeline toward the expected Nov. 14 adoption of the new IGA;
- Ends uncertainty and resolves complexity in the planning relationship between Town and unincorporated County, and establishes a clear direction for the Comprehensive Plan, Codes, Planning Commissions and Boards of Adjustment, and respective staffs.

Disadvantages:

- Neither a pure separation nor a pure joint arrangement is reached, which some may feel is preferable.

Action Recommended:

This is a discussion item only at this time. Staff would appreciate additional direction on the options presented.

Finance/Resource Impact:

N/A at this time.

Level of Public Interest:

High.

Attachments:

1. Estes Valley IGA Comparisons – Oct. 17, 2019 (matrix)

Issue	Current IGA (old language)	Option B (New language and suggested alternatives)	Analysis
<p>Estes Valley Comprehensive Plan (EVCP)</p>	<p>Whereas statements #1 & 2 (p. 1) reference the adopted plan and its “future uniform land use classification system” adopted by Town Planning Commission and County Planning Commission in 1999 before the IGA.</p>	<p>Option B: <u>Sec. 2 (p. 4)</u> proposes that parties will coordinate to prepare a plan for the Planning Area and notes that the plan will include a boundary to delineate areas of the Estes Valley that are suitable for annexation to the Town (e.g., a town growth boundary) as well as what should remain rural.</p>	<p><i>The Town and County see value in continuing to have a plan that covers the Planning Area, not just the area within Town limits. This joint plan approach is consistent with community input and would carry forward valid aspects of the current EVCP. Updating the plan would allow the community to address new circumstances and changes in the Estes Valley and better define town-level development areas versus rural or conservation areas. Cost sharing is a topic for further discussion.</i></p>
<p>Estes Valley Planning Area boundary (Planning Area)</p>	<p>Whereas statement #1 (p. 1) notes that as mapped currently, the Planning Area includes the Town and Unincorporated Valley. <u>Section II (p. 2) and Exhibit A</u> also serves as the Estes Valley Development Code (EVDC) boundary.</p>	<p>Option B: <u>Sec. 1 Definitions, and Sec. 2 Adoption of New Plans and Regulations</u> notes the Estes Valley Planning Area is maintained for planning purposes.</p>	<p><i>Until further planning is done, staff does not recommend changing the existing Planning Area boundary. The boundary may be modified during the EVCP update after further analysis.</i></p>
<p>Development Regulations: Estes Valley Development Code (EVDC) or Town and County codes</p>	<p>Whereas statement #4 & 6 address administration of the EVDC within the Planning Area.</p>	<p>Option B: <u>Secs. 2 and 3</u> reference regulations and fees, noting that Town and County will each have land use and zoning designations, and the County will prepare supplementation regulations to the County Land Use Code carrying forward certain provisions from the EVDC.</p> <p>Option B as presented: Two separate Codes, but with</p>	<p><i>Option B proposed carrying forward relevant provisions from the current EVDC into codes for the respective jurisdictions, which is a more typical approach in Town/County agreements even with a joint comprehensive plan. Two separate codes would have relatively small impacts on Town administration, but somewhat greater impacts for County staff.</i></p> <p><i>9/30 Alternative: Maintaining and administering one EVDC with two separate sets of staff may create logistical challenges in terms of staffing and coordinating for both Town and County. It could lead to decisions that are arbitrary and capricious over time. It is also likely the current code will need to be updated after the joint comprehensive plan is completed, which would need to be a joint effort by County and Town under this scenario. Administering a second code in the County will create additional costs for planning</i></p>

Issue	Current IGA (old language)	Option B (New language and suggested alternatives)	Analysis
		<p>substantial similarity, would be adopted by Town and County; the County code would be an overlay for unincorporated area.</p> <p>Option C - Alternative suggested on 9/30: Include an option to maintain the Estes Valley Development Code – one code administered by the Town and County.</p>	<p><i>coordination, administrative services, business systems, and code compliance staffing. This burden will fall more on County staff, but Town staff will be impacted as well.</i></p>
<p>Estes Valley Planning Commission (EVPC) or Town and County commissions</p>	<p><u>Whereas statement #3</u> established EVPC in 1997. <u>Section III (p. 2).</u> EVPC has duties of Town planning commissions, for the comp plan, and duties pursuant to provisions of the EVDC (meaning final approval for some types of development review, including development plans, minor modifications, L&E, and Conditional Use Permit). Membership of 3 Town members and 4 County members. <u>Section VIII.</u> All land use decisions of EVPC are advisory only unless specifically addressed in the EVDC (<u>First Amendment</u>).</p>	<p>Option B: <u>Sec. 5 Development Review Approvals</u>, and 5A attachment address some options for the Planning Commission – as a joint EVPC or two separate commissions for Town and County, and transitional duties.</p> <p>Option C - Alternative suggested on 9/30: Include an option to maintain the EVPC, including reconsidering the 4-3 composition based on population.</p>	<p><i>Option B suggested options to serve the Planning Commission either as a joint commission or two independent commissions. For Town Planning staff, the impacts are not different with either model from the current IGA. For County Planning staff, the EVPC is an atypical approach with other jurisdictions in the County. There will be some logistical details and added costs to the County if we carry forward with one Planning Commission for the Estes Valley. One EVPC means two Planning Commission in the County where County staff would have more time and duties. County attorneys recommend reconsidering the final decision-making authority (or Town representation of the commission) so they are not in the position of defending decisions in the unincorporated area.</i></p>
<p>Estes Valley Board of Adjustment (EVBOA) or Town and County Boards of Adjustment</p>	<p><u>Section IV. (p. 3),</u> EVBOA has duties of County pursuant to provision of EVDC; hears all variance requests. Membership of 3 members of the Town and 2 in the County.</p>	<p>Option B: <u>Sec. 5 and 5A attachment.</u> Address several options to maintain the Board or have the Larimer County BOA provide this service.</p>	<p><i>The Town and County are prepared to serve the Board of Adjustment either as a joint or two independent boards. As with the Planning Commission, Town staff and resource differences would not be significant. The County would see added responsibilities with one Board of Adjustment for the Estes Valley. County staff (incl. administrative, planning, and attorneys) would dedicate more time and duties to the joint</i></p>


Issue	Current IGA (old language)	Option B (New language and suggested alternatives)	Analysis
		<p>Option C - Alternative suggested: Include an option to maintain the EVBOA.</p>	<p><i>board in addition to the existing County Board of Adjustment. The same comment above applies regarding attorney defense of decisions by an Estes Valley board.</i></p>
<p>Annexation</p>	<p>Section V. (p. 4), Town considers annexation for certain development types. Town also agrees to annex County roads and rights-of-way. County agrees to a binding annexation agreement as a condition of approval. <u>Sec. VI.</u> “At sole legislative discretion of Board of Trustees of the Town.” If Town decides not to annex, it shall continue through the EVPC and BCC.”</p>	<p>Option B: <u>Sec. 6 Annexation</u> is a placeholder for the topic of annexation and roughly carries forward existing annexation provisions.</p> <p>Option C - Alternative suggested: Make the annexation policy more consistent with other Town/County agreements in Larimer County, specifying where the Town agrees to annex properties where eligible.</p>	<p><i>Town and County staff agree that future town-level development should occur in Town limits rather than in the County. A sound annexation strategy helps implement a thoughtful and clear comprehensive plan and specific locations for town annexation in the Estes Valley – and where annexation should not occur. Municipalities annex properties when they deliberately identify areas where orderly growth can occur with centralized, efficient services that are equitable distributed and paid for. Arbitrary annexations and enclaves can create confusion around boundaries and representation and may lead to inefficient service delivery. Annexation policy and costs and benefits is a topic that needs further discussion and articulation in the IGA.</i></p>
<p>Development compliance and Staffing <i>(See comparative staffing table on page 5.)</i></p>	<p><u>Sec. VI Development Compliance with Other Town and County Requirements</u> address the respective roles of the Town and County staff. <u>Sec. IX (p. 7)</u> – Town and County cooperate</p>	<p>Option B: <u>Sec. 4. Parties’ Roles in Development Review, Compliance</u> provides guidance on development review staffing roles and other department roles. The big change is that County planning staff will conduct development review for the unincorporated Estes Valley rather than Town planning staff.</p>	<p><i>The staffing table in the draft Option B IGA needs further clarification regarding planning review roles – for the County especially. It may change depending on which alternatives get selected regarding the code(s) and commission and board(s). No modifications were directly suggested, but the increased role with EVPC, EVBOA, and administering the EVDC will likely result in added County staffing from different departments.</i></p>
<p>Fees and Costs (Agreed to in IGA)</p>	<p><u>Sec. VII (p. 88)</u> County’s capital expansion fees in unincorporated areas. Not the regional park fee. Separate land use application fees – Town collects and keeps. <u>Costs:</u> Town provides personnel and County pays \$30,000 plus annual CPI to Town and pays for half of Host Compliance</p>	<p>Option B: The change would be that the County would resume collecting its own development fees, and there would be no exchange of funds to pay for planning staffing services.</p>	<p><i>Over the years, the County payment to the Town for staffing has increased modestly from the original \$30,000. In 2019, the County paid the Town \$46,100 for staffing and \$17,000 for half of the cost of the Host Compliance contract. For the Town, as noted, the reduced demand for County services would translate into addressing deferred needs supporting Town Strategic Goals, as provided in the recommended Town budget materials.</i></p>

Issue	Current IGA (old language)	Option B (New language and suggested alternatives)	Analysis
	contract. The Town keeps development fee revenue from unincorporated area applications		
Term Review and Transition	Sec. X.D - 10 years. Extended in <u>First Amendment</u> for another ten years to Feb. 2020. The original agreement included a one-year transition period where County staff assisted with research and attended Town meetings.	<p>Option B: <u>Sec. 12</u> - Suggested new to be five years.</p> <p>Option C - Alternative suggested by County staff: Start on April 1, 2020 and propose a transitional period through the end of 2020 where Town staff will help with research.</p>	<i>The term of the agreement is a policy decision. The timing is flexible, and we may need to amend a new IGA after EVCP is updated. The County staff has requested a later start date and a transitional period as noted in the “alternative” to the left. Town staff has no objection in principle to this modest extension, provided appropriate compensation is negotiated to both parties’ satisfaction.</i>

Estes Valley Staffing Responsibilities and Decision Making (Development Compliance)

	CURRENT IGA		NEW IGA	
Activity	Town of Estes	Unincorporated Estes Valley	Town of Estes	Unincorporated Estes Valley
LONG RANGE PLANNING				
EV Plan updates	Town Community Development Department (CDD) staff prepares, and Estes Valley Planning Commission (EVPC) decides on plan	Town CDD staff prepares (with support from County), and Estes Valley Planning Commission (EVPC) decides on plan	Town CDD staff partner with County staff to prepare plan, and Town Planning Commission and Town Trustees decide for area in Town and recommend for area in County; OR, jointly adopt the plan for the whole valley.	County CDD staff partner with Town staff to prepare plan; County Planning Commission and Board of County Commissioners (BCC) decide for area in County and may recommend for area in Town; OR, jointly adopt plan for whole valley.
EV Code Changes	Town CDD staff prepares, and Town Trustees and Board of County Commissioners (BCC) decide on plan	Town CDD staff prepares (with support from County), and Town Trustees and BCC decide on plan	<i>If EVDC</i> - Town CDD staff prepares (with input from County), and Town Trustees and BCC decide for all code changes, irrespective of jurisdiction <i>If in Town Code</i> - Town CDD staff prepares, and Town Trustees decide for area in Town (with recommendations from County optional)	<i>If EVDC</i> - County CDD staff prepares (within input from Town), and Town Trustees and BCC decide for all code changes, irrespective of jurisdiction <i>If in County Code</i> - County CDD staff prepares, and BCC decides for area in County (with recommendations from Town optional)
DEVELOPMENT REVIEW				
Land Use Applications	Estes Valley Development Code (Town CDD)	Estes Valley Development Code (Town CDD)	Town of Estes Development Code (Town CDD)	Larimer County Land Use Code Supplemental Standards (County planning)
Code Compliance	Town Code Compliance	Town Code Compliance	Town Code Compliance	County Code Compliance
Vacation Rentals	Approved by Town (with cap)	Approved by Town (with cap)	Approved by Town (Town Maintains its share of current rental cap)	Approved VRs roll into County program (County maintains current rental cap in the unincorporated area)

	CURRENT IGA		NEW IGA	
Activity	Town of Estes	Unincorporated Estes Valley	Town of Estes	Unincorporated Estes Valley
Floodplain Regulations	Town floodplain regulations (Town CDD)	County floodplain regulations (County Engineering)	Town floodplain regulations (Town CDD)	County floodplain regulations (County Engineering)
Sign Regulations	Town sign regulations (Town CDD)	County sign regulations (County planning)	Town sign regulations (Town CDD)	County sign regulations (County planning)
Building Permits	Town Building Code (Town Building Official)	County Building Code, permit, and inspection programs (County Building Official)	Town Building Code (Town Building Official)	County Building Code, permit, and inspection programs (County Building Official)
Streets and Roads	Street standards (Town Engineer) (corresponds to Larimer County Urban Area Street Standards)	Larimer County Rural Area Street Standards. County road construction, safety, and maintenance (County Engineer)	Street standards (Town Engineer) (MAY correspond to Larimer County Urban Area Street Standards – needs discussion with Town Engineering)	Larimer County Rural Area Street Standards. County road construction, safety, and maintenance (County Engineer)
Drainage	Drainage standards (Town Engineer)	Drainage standards (County Engineer)	Drainage standards (Town Engineer)	Drainage standards (County Engineer)
Wildfire Construction	Wildfire Construction standards in Larimer County’s building code (Town Building Official)	Wildfire Construction standards in Larimer County’s building code (County Building Official)	Wildfire Construction standards in Town’s building code (Town Building Official)	Wildfire Construction standards in Larimer County’s building code (County Building Official)
Attorney	Town Attorney is primary advisor to CDD staff and EVPC	County attorney is primary advisor to CDD staff on matters that may relate to County issues and may attend EVPC meetings as necessary and institutes and maintains all legal actions in the unincorporated area.	Town Attorney is primary advisor to CDD staff and boards	County attorney is primary advisor to County staff and boards
Public Health and Safety	County Health Department (Note: Current IGA says “Town”, but Town has no Health Dept.)	County Health Department	County Health Department	County Health Department

 = County responsibility