Prepared 02-12-2021

*Revised

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

TO BE HELD VIRTUALLY

Tuesday, February 23, 2021
7:00 p.m.

Board Room – 170 MacGregor Avenue
Estes Park, CO 80517

The Town Board of Trustees will participate in the meeting remotely due to the Declaration of Emergency signed by Town Administrator Machalek on March 19, 2020 related to COVID-19 and provided for with the adoption of Ordinance 04-20 on March 18, 2020. Procedures for quasi-judicial virtual public hearings are established through Emergency Rule 06-20 signed by Town Administrator Machalek on May 8, 2020 and outlined below.

ADVANCED PUBLIC COMMENT

Options for the Public to Provide Public Input:

1. By Public Comment Form: Members of the public may provide written public comment on a specific agenda item by completing the Public Comment form found at https://dms.estes.org/forms/TownBoardPublicComment. The form must be submitted by 12:00 p.m., Tuesday, February 23, 2021. All comments will be provided to the Board for consideration during the agenda item and added to the final packet.

2. By Telephone Message: Members of the public may provide public comment or comment on a specific agenda item by calling (970) 577-4777. The calls must be received by 12:00 p.m., Tuesday, February 23, 2021. All calls will be transcribed and provided to the Board for consideration during the agenda item and added to the final packet.

PUBLIC PARTICIPATION DURING BOARD MEETING

If you are joining the Zoom meeting and are experiencing technical difficulties, staff will be available for assistance from 6:30-6:50 p.m. by calling 970-577-4777.

Options for participation in the meeting will be available by call-in telephone option or online via Zoom Webinar which will be moderated by the Town Clerk's Office.

CALL-IN (TELEPHONE OPTION):

Dial public participation phone number, **877-853-5257 (toll-free)**

Enter the Meeting ID: **982 1690 2040** followed by the pound sign (#). The meeting will be available beginning at 6:30 p.m. the day of the meeting. Please call into the meeting prior to 7:00 p.m., if possible. You can also find this information for participating by phone on the website at www.estes.org/boardsandmeetings by clicking on "Virtual Town Board Meeting Participation".

Request to Speak: For public comment, the Mayor will ask attendees to indicate if they would like to speak – phone participants will need to press *9 to "raise hand". Staff will be moderating the Zoom session to ensure all participants have an opportunity to address the Board.

Once you are announced by phone:

- State your name and address for the record.
- DO NOT watch/stream the meeting at the same time due to streaming delay and possible audio interference.

PUBLIC PARTICIPATION (ONLINE):
Individuals who wish to address the Board via virtual public participation can do so through Zoom Webinar at https://zoom.us/j/98216902040 – Zoom Webinar ID: **982-1690-2040**. The Zoom Webinar link and instructions are also available at www.estes.org/boardsandmeetings by clicking on "Virtual Town Board Meeting Participation". Individuals participating in the Zoom session should also watch the meeting through that site, and not via the website, due to the streaming delay and possible audio interference.

Start Time: The Zoom Webinar will be available beginning at 6:30 p.m. on the day of the meeting. Participants wanting to ensure their equipment setup is working should join prior to the start of the meeting at 7:00 p.m.

Request to Speak: For public comments, the Mayor will ask attendees to click the "Raise Hand" button to indicate you would like to speak at that time. Staff will moderate the Zoom session to ensure all participants have an opportunity to address the Board.

- You will experience a short delay prior to re-connecting with the ability to speak.
- State your name and address for the record.

In order to participate, you must:

- Have an internet-enabled smartphone, laptop or computer.
  - Using earphones with a microphone will greatly improve your audio experience.
- Join the Zoom Webinar.
  - The link can be found above.
- Click "Participate Virtually in the Regular Town Board Meeting of the Board of Trustees".
- DO NOT watch/stream the meeting via the website at the same time due to delays and possible feedback issues.

WATCH THE MEETING:
The Town Board meetings will be livestreamed at www.estes.org/videos and will be posted within 48 hours of the meeting at the same location.

Documents to Share: If individuals wish to present a document or presentation to the Board, material must be emailed by Monday, February 22, 2021 by 8:00 a.m. to the Town Clerk's office at townclerk@estes.org.

Quasi-Judicial Proceedings

(Quasi-Judicial items will be marked as such)

Written Testimony
Must be submitted by mail to Town Clerk, PO Box 1200, Estes Park, CO 80517 or by completing the Public Comment form at https://dms.estes.org/forms/TownBoardPublicComment.

Members of the public may provide public comment or comment on a specific agenda item by calling (970) 577-4777. All calls must be received by 8:00 a.m., Monday, February 22, 2021. All comments received will be provided to the Board and included in the final packet material.

Oral Testimony
To ensure your ability to provide comments during the meeting, you must register by emailing townclerk@estes.org or calling (970) 577-4777 by Monday, February 22, 2021 at 5:00 p.m.

During the meeting, any individual who did not register to speak on a quasi-judicial item may join public participation by following either the Call-In or Online option previously mentioned. Individuals who do not register prior to the meeting risk being unable to testify due to administrative/technical difficulty during the meeting.

Written presentation materials or exhibits must be delivered to townclerk@estes.org by 8:00 a.m. Monday, February 22, 2021 in order to be presented during the meeting. No other written presentations or exhibits will be accepted during oral testimony by any member of the public.

Packet Material
The packet material can be accessed through the following link: Town Board Packet or under the Town Board section at www.estes.org/boardsandmeetings or you may request a paper packet by emailing townclerk@estes.org or calling (970) 577-4777.

NOTE: The Town Board reserves the right to consider other appropriate items not available at the time the agenda was prepared.

Prepared 02-12-2021

*Revised

AGENDA

BOARD OF TRUSTEES – TOWN OF ESTES PARK
TO BE HELD VIRTUALLY

Tuesday, February 23, 2021
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 February 9, 2021 and Town Board Study Session Minutes dated February 9, 2021.
3. Estes Park Planning Commission Minutes dated January 19, 2021 and Estes Park Planning Commission Study Session minutes dated January 19, 2021 (acknowledgment only).
4. Community and Family Advisory Board Minutes dated January 7, 2021 (acknowledgment only).
5. Purchase Approval of 2017 John Deere 344K Wheel Loader for the Water Division, $104,758, Budgeted.

REPORTS AND DISCUSSION ITEMS: (Outside Entities).

1. **BUSINESS IN THE LARIMER COUNTY TREASURER & PUBLIC TRUSTEE'S OFFICE.** Larimer County Treasurer & Public Trustee Irene Josey.

   Presentation on the collection and distribution of property taxes.

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

1. **ACTION ITEMS:**

   A. **RESOLUTION 14-21 SUPPLEMENTAL MAP #1 OF SOLITUDE VI CONDOMINIUMS, 1885 SKETCH BOX LANE, FISH CREEK PROPERTIES LLC, APPLICANT.** Planner Bergeron.

   B. **RESOLUTION 15-21 APPROVING THE FIRST AMENDED PLAT OF LOTS 4A AND 5A OF THE AMENDED PLAT OF MOUNTAIN MEADOW SUBDIVISION, 2754 AND 2758 YPSILON CIRCLE, TRAIL RIDGE CONSULTING ENGINEERS, APPLICANT.** Planner Bergeron.

   Amended Plat to combine two adjacent, vacant lots into one lot of 0.72 acres in size for single-family residential development.

C. **RESOLUTION 16-21 APPROVING THE AMENDED PLAT OF A PORTION OF LOTS 3, 4 AND 5 OF LITTLE PROSPECT MOUNTAIN ADDITION TO THE TOWN OF ESTES PARK, 153 WESTON LANE, MARGUERITE WEST, OWNER/ APPLICANT.** Planner Woeber.

Amended Plat to rearrange and combine three lots into two lots by adjusting internal lot lines.

D. **RESOLUTION 17-21 APPROVING A SPECIAL REVIEW, "STEALTH WIRELESS COMMUNICATION FACILITY," 1575 S. SAINT VRAIN AVENUE, VERIZON WIRELESS, APPLICANT, POWDER RIVER DEVELOPMENT SERVICES, LLC, APPLICANT'S REPRESENTATIVE, MOUNTAIN VIEW BIBLE FELLOWSHIP, PROPERTY OWNER.** Planner Woeber.

Special Review to establish a Wireless Communication Facility (WCF) with a Monopine cell tower.

ACTION ITEMS:

1. **RESOLUTION 18-21 ESTABLISHING AN ADVISORY COMMITTEE FRAMEWORK FOR THE ESTES PARK COMPREHENSIVE PLAN.** Planner Woeber.

   Establish a framework for an advisory committee for the Estes Park Comprehensive Plan.

2. **RESOLUTION 19-21 SUPPLEMENTAL BUDGET APPROPRIATIONS #2 TO THE 2021 BUDGET.** Director Hudson.

   Amend budget for two Fall River Trail grants and one wireless hotspot grant.

3. **RESOLUTION 20-21 PROFESSIONAL SERVICES CONTRACT WITH INVISION GIS, LLC FOR GIS CONSULTING SERVICES.** Director Bergsten.

   Award GIS Consulting Services contract to InVision GIS, LLC for five years.

4. **RESOLUTION 05-21 APPROVING INTERGOVERNMENTAL AGREEMENT WITH CDOT FOR GRANT FUNDING FOR THE FALL RIVER TRAIL.** Grant Specialist Crosser.

   Approving Grant funding for Multimodal Options Fund and Transportation Alternative Program Funds for partial construction of the Fall River Trail.

REQUEST TO ENTER EXECUTIVE SESSION:

For a conference with an attorney for the Board for the purposes of receiving legal advice on specific legal questions - Section 24-6-402(4}(b), C.RS.; for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators - Section 24-6-402(4}(e), C.RS, and to discuss purchase, acquisition, lease, transfer or sale of any real, personal, or other property interest - Section 24-6-402(4}(a}, C.RS. - Negotiations and Alternatives for Prospect Mountain Water Easements.

ADJOURN.

Town of Estes Park, Larimer County, Colorado, February 9, 2021

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 and Virtually in said Town of Estes Park on the 9th day of February, 2021.

Present: Wendy Koenig, Mayor
Patrick Martchink, Mayor Pro Tem
Trustees Carlie Bangs
Marie Cenac
Barbara MacAlpine
Scott Webermeier
Cindy Younglund

Also Present: Travis Machalek, Town Administrator
Jason Damweber, Assistant Town Administrator
Dan Kramer, Town Attorney
Jackie Williamson, Town Clerk

Absent: None

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

YEARS OF SERVICE RECOGNITION.
Mayor Koenig recognized the following years of service by the Town employees: 20 years of service - Phil Ball and Bruce Walters and 5 years of service - Harmony Mason and Rob Hinkle.

AGENDA APPROVAL.
It was **moved and seconded** (Webermeier/Martchink) **to approve the Agenda,** and it passed unanimously.

PUBLIC COMMENTS.
None.

TRUSTEE COMMENTS.
Trustee Cenac stated a COVID-19 vaccine clinic was held on January 31, 2021 in which 300 members of the 70+ community received their first vaccination. An additional vaccine clinic would be held on February 13, 2021 to vaccinate the school district staff. Volunteers are needed for the clinics. She attended the Visit Estes Park Board meeting in which Kyle Patterson/RMNP Public Affairs Officer stated the Park experienced a 36% increase in visitation during December 2020.

Mayor Pro Tem Martchink recognized the Park division for their work on the roundabout landscaping at Wonderview Avenue and MacGregor Avenue. He further recognized the efforts of the Power and Communication division for their infrastructure improvements in the Woodstock area.

Mayor Koenig stated she attended the recent Colorado Association of Ski Towns (CAST) meeting. She stated there are a number of similarities with the other CAST communities with items such as housing and highlighted the unique methods used by some communities to address the issue.

Trustee Webermeier provided an update on the CEO search for Visit Estes Park, stating the top 8 out of 19 candidates would be interviewed within the next couple of weeks. Staff would participate in the interview process.

Trustee Younglund attended a Larimer County meeting on COVID. A vaccine hotline has been established and staffed from 9-4 daily. The Community and Family Advisory Board

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held a meeting with guest speaking Quinn Brett who discussed the obstacles a person with disability experiences living in the Estes Valley.

TOWN ADMINISTRATOR REPORT.
Administrator Machalek thanked the Mayor for recognizing those staff members that have met years of service with the Town.

1. CONSENT AGENDA:

1. Bills.
2. Town Board Minutes dated January 26, 2021 and Town Board Study Session Minutes dated January 26, 2021.
3. Transportation Advisory Board minutes dated December 16, 2020 (acknowledgement only).
4. Parks Advisory Board minutes dated December 17, 2020 (acknowledgement only).
5. Resolution 10-21 approving the DOLA Grant Agreement for the Comprehensive Plan and Code Update.
6. Adopt the Electric Vehicle Infrastructure and Readiness Plan.

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

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

1. CONSENT ITEMS:

A. RESOLUTION 11-21 APPROVING AN EXTENSION OF THE TIME PERIOD TO SUBMIT THE MOUNTAIN WOOD TOWNHOMES SUBDIVISION AMENDED PLAT TO THE TOWN FOR RECORDING, VAN HORN ENGINEERING AND SURVEYING INC., APPLICANT REPRESENTATIVE. Planner Woeber stated the Estes Park Development Code requires a plat to be submitted for recording within 60-days of approval. Town Board approved the amended plat on November 24, 2020. The applicant requested a 60-day extension to submit the plat, to March 24, 2021. It was **moved and seconded** (Webermeier/Cenac) **to approve Resolution 11-21,** and it passed unanimously.

3. ACTION ITEMS:

1. RESOLUTION 12-21 APPROVING THE 2021 MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE MUSEUM AND THE ESTES PARK MUSEUM FRIENDS & FOUNDATION, INC. Director Fortini presented the 2021 MOU which defines the roles and responsibilities of each organization to support one another. The Town and Foundation have had an MOU since 2009 and have resigned the agreement or addressed revisions at the election of a new Foundation president. With the election of new co-presidents in 2020, staff took the opportunity to review and revise language from the 2018 MOU based on recommendations of the Town Attorney's office. It was **moved and seconded** (Younglund/Webermeier) **to approve Resolution 12-21**, and it passed unanimously.

2. RESOLUTION 13-21 APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) WITH WESTERN HERITAGE. Director Hinkle presented a new MOU with the Estes Park Western Heritage, Inc. for the operation of the Rooftop Rodeo. Major changes to the agreement address the following: Director and Town Board member to serve as ex officio members; a detailed annual report to be submitted to the Town Board by December 1st; sponsorship tickets to be approved by the Town in writing; insurance coverage for the rodeo and preparation of the rodeo; and the deletion of the transfer of ownership of service marks registered. It was

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moved and seconded (Cenac/Webermeier) **to approve Resolution 13-21**, and it passed unanimously.

3. **ORDINANCE 03-21 APPROVING THE SECOND AMENDMENT TO THE LEASE AGREEMENT FOR THE PROSPECT MOUNTAIN RADIO SITE.** Captain Pass stated the Town entered into an agreement with Heron LLC on January 12, 2010 to lease a site located on Prospect Mountain for the operation of essential radio communications and dissemination of public information, including AM radio emergency information. The lease provides the Town with vehicular access across the property and storage of equipment on site. The Town approved a First Amendment to the agreement on May 26, 2015 which expired December 31, 2020. The Second Amendment would renew the lease for 2021, and would automatically renew for successive one (1) year terms until December 31, 2031 unless terminated by either party. It was **moved and seconded** (Webermeier/Younglund) **to approve Ordinance 03-21**, and it passed unanimously.

4. **INTERVIEW COMMITTEE FOR THE ESTES PARK PLANNING COMMISSION.** It was **moved and seconded** (Martchink/Cenac) **to appoint Trustee MacAlpine and Trustee Webermeier to the Estes Park Planning Commission interview panel**, and it passed unanimously.

4. REPORTS AND DISCUSSION ITEMS:

1. **ESTES PARK MUSEUM: 2020 ANNUAL REPORT.** Director Fortini reviewed the annual report outlining the 2020 Strategic Initiatives met during the previous year with the following highlights: Birch Ruins preservation/interpretation project, digitized newspapers 1948-1965 and secured funding for future digitization, Museum Annex remodel, processing of artifact move, refined collection through deaccession, provided support for the Stanley Park Master Plan CIP, established Cobb-MacDonald Cabin revamp plan, updated 5 year temporary exhibit schedule, complete updates to permanent exhibit, Hydroplant re-brand and new exhibit, employee development opportunities, and ensure professional maintenance of historic structures. The initiatives are derived from community interest and staff proposal that further the Museum's mission to conduct activities that preserve, share and respect the unique history of Estes Park. He outlined the Strategic Initiatives for 2021 which included a number of ongoing projects from 2020 and a focus on the collection, creating a process for assigning insurance values, developing a manual for processing artifacts, Museum Annex improvements, signage, exhibits, contracted media specialist to develop oral histories and develop virtual content, and initiate a Disaster Plan for the Museum.

2. **VISIT ESTES PARK BOARD OF DIRECTORS QUARTERLY MEETING.** Town Administrator Machalek commented Visit Estes Park (VEP) has suggested quarterly meetings with the County Commissioners and Town Board of Trustees. The County Commissioners have agreed to an initial meeting and confirm whether additional meetings are needed or a written report quarterly would be preferred. Board discussion was heard and summarized: quarterly meetings would not be needed because two Board members serve on the VEP Board; the Board's fiduciary responsibility are met with the approval of their annual operating plan; the VEP staff should meet with the Commissioners and Board to discuss the marketing campaigns; a semi-annual meeting was suggested rather than quarterly; recommended an initial meet and greet with quarterly written reports; and communication with the County should be maintained now that the joint planning area has been dissolved.

5. REQUEST TO ENTER EXECUTIVE SESSION:

It was **moved and seconded** (Webermeier/Cenac) **to enter into Executive Session for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators - Section 24-6-402(4}(e} CRS, and for a conference with an attorney for the Board for the purposes of receiving legal advice on specific legal**

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questions - Section 24-6-402(4}(b}, C.RS. - Regarding the potential for the Town to provide water service to the YMCA of the Rockies, and it passed unanimously.

Mayor Koenig recessed the meeting at 8:20 p.m. The Board entered executive session at 8:30 p.m. and concluded the executive session at 9:33 p.m.

Mayor Koenig reconvened the regular meeting at 9:35 p.m.

Whereupon Mayor Koenig adjourned the meeting at 9:35 p.m.

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Wendy Koenig, Mayor

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Jackie Williamson, Town Clerk

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Town of Estes Park, Larimer County, Colorado February 9, 2021

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 Board Room and Virtually in said Town of Estes Park on the 9th day of February, 2021.

Board:	Mayor Koenig, Mayor Pro Tem Martchink, Trustees Bangs, Cenac, MacAlpine, Webermeier, and Younglund
Attending:	Mayor Koenig, Mayor Pro Tem Martchink, Trustees Bangs, Cenac, Webermeier, and Younglund
Also Attending:	Town Administrator Machalek, Assistant Town Administrator Damweber, Town Attorney Kramer and Recording Secretary Disney
Absent:	Trustee MacAlpine

Mayor Koenig called the meeting to order at 5:45 p.m.

PARKING ENFORCEMENT REVISIONS TO THE ESTES PARK MUNICIPAL CODE.

Manager Solesbee presented a discussion on parking enforcement revisions to the Estes Park Municipal Code and introduced The Car Park General Manager Matt Eisenberg who provided highlights on current efforts in parking enforcement, issued and unpaid violations from 2019 and 2020, potential solutions to diminish the number of unpaid violations, and recommended to amendments to the code to allow immobilizing vehicles, towing vehicles, allow informal courtesies for ADA and Disabled Veteran credentials, and request the Municipal Judge to increase base fine amounts or amend the Municipal Code to allow for late fees.

The Board discussed barnacle device costs and implementation, electric vehicle violations, process to support fees and seek leniency within Municipal Court, motorcycle fee waivers, fine amounts for ADA designated stalls, oversized vehicles stalls, and outstanding fines from 2020. The Board directed staff to bring forward a code amendment to a future Town Board meeting.

TRUSTEE & ADMINSTRATOR COMMENTS & QUESTIONS.

None.

FUTURE STUDY SESSION AGENDA ITEMS.

Town Administrator requested the Board send reports to Mayor Koenig for the Semi-annual compliance review of the Board Governing Policies prior to the discussion scheduled for February 23, 2021. He also stated the discussion with Larimer County Assessor regarding Assessment of Vacation Rentals has been scheduled for March 23, 2021.

There being no further business, Mayor Koenig adjourned the meeting at 6:39 p.m.

Kimberly Disney, Recording Secretary

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Town of Estes Park, Larimer County, Colorado, January 19, 2021

Minutes of a Regular meeting of the **ESTES PARK PLANNING COMMISSION** of the Town of Estes Park, Larimer County, Colorado. Meeting held VIRTUALLY in said Town of Estes Park on the 19 day of January 2021.

Committee:	Chair Matt Comstock, Vice Chair Matthew Heiser, Commissioners Joe Elkins, Howard Hanson.
Attending:	Chair Comstock, Vice Chair Heiser, Commissioners Elkins, Hanson, Director Randy Hunt, Senior Planner Jeff Woeber, Planner II Alex Bergeron, Recording Secretary Karin Swanlund, Town Attorney Dan Kramer, Town Board Liaison Barbara MacAlpine
Absent:	Commissioner Elkins left the meeting at 1:55 pm

Chair Comstock called the meeting to order at 1:30 pm. The new Planning Technician, Charlie Rugaber, introduced himself.

AGENDA APPROVAL

It was moved and seconded (Heiser/Hanson) **to approve the agenda as amended with corrections to Action Item 4, Adoption of Wireless Communication Facilities. The motion passed 4-0.**

PUBLIC COMMENT.

None

CONSENT AGENDA APPROVAL

It was moved and seconded (Hanson/Heiser) **to approve the consent agenda. The motion passed 4-0.**

ELECTION OF OFFICERS

Vice-Chair Heiser nominated Chair Comstock to continue his role as Chair, and Commissioner Hanson nominated Vice-Chair Heiser to continue his role as Vice-Chair. **The nominations passed 4-0.**

AMENDED PLAT: Mountain Meadow Subdivision,

Planner II Bergeron reviewed the staff report. The property consists of two vacant, adjacent lots. Both lots are zoned A-1 (Accommodations/Low-Intensity) and are wholly located in the Mountain Meadow Subdivision, as amended in 2017 and first platted in 2016. The lots are both owned by the same party. The property owner requested to have the lots consolidated into one lot of 0.71 acres in size for private residential development.

DISCUSSION:
David Bangs, Trail Ridge Consulting Engineers, confirmed that Trailblazer Broadband was notified and had no comment. The initial plat for Mountain Meadow subdivision was done in 2016, and the steep slope net area calculation was subtracted out at that time.

PUBLIC COMMENT: none

It was moved and seconded (Elkins/Hanson) **to recommend that the Town Board APPROVE the 1st Amended Plat of Lots 4A and 5A of the Amended Plat of Mountain Meadow Subdivision, in accordance with the findings as presented. The motion passed 4-0.**

AMENDED PLAT: West Subdivision
Senior Planner Woeber reviewed the staff report. The applicant requested approval of an amended plat to reconfigure three existing lots into two lots, proposed to be 0.67 and 0.54 acre in size. The property is zoned E (Estate). The lots were originally platted as the Little Prospect Mountain Addition to the Town of Estes Park in July 1937. Over the years, these were reconfigured slightly, resulting in the subject properties, comprised of portions of Lot 3, Lot 4, and Lot 5. Lots immediately to the west of the subject properties were reconfigured through approval and recordation of the D. West Minor Subdivision in 2018 (Recorded in the records of the Larimer County Clerk and Recorder on 8/10/2018 at Reception No. 20180049103). A small portion of Lot 5 remained at that time; a 0.13-acre piece labeled "Lot 5B," which is now proposed to be combined with the existing Portion of Lot 4, to create Lot 4A. The common internal lot line between the Portion of Lot 3 and Portion of Lot 4 is adjusted to the south to bring a setback encroachment into compliance with the required minimum 10-foot side yard setback in the E (Estate) Zone District. The result is that Lot 5B is eliminated, and Lot 3A and Lot 4A are reconfigured to both comply with the minimum required standards for the E (Estate) Zone District. Lot 3A is currently developed with a single-family residence and accessory structure- Lot 4A is undeveloped.

DISCUSSION:
Commissioner Heiser asked about prescriptive easements for private sewers when replating lots. David Bangs answered that Sanitation could not nail down the main line's exact location but did locate a handful of cleanouts, so there is a general idea of where it is. Also, since this is a shared private line, not a public service line, no easement dedication was done. The solution was a note about prescriptive rights as the line exists. Heiser also requested standard, consistent and clear language for future easement dedications stating who is receiving the easement and for what purpose. As to why no sidewalk was required, Engineer Jennifer Waters noted no other sidewalks exist along Stanley Circle Drive, and this was an already existing lot. Director Hunt

agreed that discretionary decisions could cause problems. One solution to this is proportional impact fees for projects.

PUBLIC COMMENT: Richard Mulhern, town resident, thanked the applicant for doing her due diligence in combining the lots.

It was moved and seconded (Hanson/Heiser) **to recommend that the Town Board of Trustees approve the Amended Plat of a Portion of Lots 3, 4 and 5 of Little Prospect Mountain Addition to the Town of Estes Park, as described in the staff report, with the findings recommended by staff. The motion passed 3-0.**

CODE AMENDMENT: Wireless Telecom Facilities

This item was continued to the February 16, 2021, meeting

It was moved and seconded (Heiser/Hanson) **to continue the Code Amendment to the February 18, 2021 meeting. The motion passed 3-0.**

OTHER:

- Downtown Building Height Code Amendment: With preliminary Code language, this will be a discussion item on the Planning Commission Meeting Agenda on February 16 to allow further discussion and public comment. An "open house" evening meeting, if enough interest is generated, is possible.
- Comprehensive Plan Rewrite: A February Study Session is planned to discuss the DOLA Grant, the Request for Proposal (RFP), the first steps of forming a steering committee, compiling a stakeholders list and the role of the Planning Commission.
- Forthcoming Code Amendments: Solar System Setbacks, Impervious Lot Coverage: thresholds and definitions.
- Planning Commissioner opening to replace Commissioner Murphree.

There being no further business, Chair Comstock adjourned the meeting at 3:10 pm.

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Matt Comstock, Chair

_____

Karin Swanlund, Recording Secretary

Town of Estes Park, Larimer County, Colorado January 19, 2021

Minutes of a **Study Session** meeting of the **PLANNING COMMISSION** of Estes Park, Larimer County, Colorado. Meeting held virtually on Google Meet.

Commission:	Chair Matt Comstock, Vice-Chair Matthew Heiser, Commissioners Joe Elkins, Howard Hanson
Attending:	Comstock, Elkins, Heiser, Hanson
Also Attending:	Director Hunt, Senior Planner Woeber, Planner II Bergeron, Trustee MacAlpine, Recording Secretary Swanlund, Public Works employees Muhonen, Hook, Waters and Solesbee.
Absent:	None

Vice-Chair Heiser called the meeting to order at 11:30 a.m. This study session was held virtually via ZOOM and was streamed and recorded on the Town of Estes Park YouTube channel.

This Study Session came about after the Code Amendment for Downtown Height, introduced in July of 2020, was referred for public comment and the rewriting of the Comprehensive Plan received funding.

Public Works Director Greg Muhonen gave a brief presentation of the Downtown Estes Loop's current status describing the traffic flow, parking, sidewalk, landscaping and crosswalk plans. He noted that there would be a need for about 28 easements. The project's fundamental purpose is to improve traffic flow through the crowded downtown area, decreasing travel delays.

Public Works Engineer Jennifer Waters described four issues of the Downtown Floodplain:

- Permits are required for any "development" in the floodplain.
- There are currently 198 National Flood Insurance policies in Estes Park
- Downtown buildings will be required to meet performance standards when substantial improvements or substantial damage criteria are met.
- Colorado Hazard Mapping Program boundaries for the floodplain are soon to be submitted. This release will trigger the Flood Insurance Rate Map adoption process.
-

Ms. Waters explained that a determining factor of 50% of the structure's market value (land is excluded) triggers the FEMA modeling regulations, but this is discretionary on a case by case basis. Engineering Manager David Hook confirmed that there are subjective and nonsubjective triggers on these regulations. There is a process laid out for a variance, but they are tough to obtain. The Town Board can approve a variance.

Director Hunt explained that Downtown Building Height is being discussed due to these floodplain regulations. A stormwater utility would be a great place to draw funds for subsidizing these expenses. A transparent fee structure is a relevant request.

Commissioners ardently noted that it would be extremely expensive to take steps to expand a business with these constraints. It was stated that this becomes discriminatory of small businesses, which are inherently locally owned. Most three-story additions will trigger this requirement, making it not feasible for the small business owner.

Parking and Transit Manager Vanessa Solesbee reviewed the parking management plan history and upcoming paid parking program implementation. Regarding implemented changes to building height, the effect on downtown parking would seem to be minimal. There is currently adequate capacity, but people want to park next to their destination. Different modes of transportation and walking thresholds are areas for public conversation. Looking at the activity of the development, how businesses compliment the areas around it, and visitor turnover are significant factors in calculating downtown parking accommodations. There are no changes to existing loading zone times along Elkhorn Avenue. Director Hunt mentioned the Institute for Traffic Engineers (ITE) Trip Generation Manual for looking up data and information. There is a copy of this in the Community Development office.

Vice-Chair Heiser adjourned the study session at 1:00 p.m.

_____
Karin Swanlund, Recording Secretary

_____
Matt Comstock, Chair

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Town of Estes Park, Larimer County, Colorado, January 7, 2021

Minutes of a regular meeting of the Community and Family Advisory Board of the Town of Estes Park, Larimer County, Colorado. Meeting held virtually on Zoom, on the 7th day of January, 2021.

Present: Laurie Dale Marshall
Jodi Roman
Michael Moon
Nancy Almond
Sue Strom
John Bryant

Absent: Christy DeLorme
Rachel Balduzzi
Chris Douglas

Also Present: Cindy Younglund, Town Board Liaison
Jason Damweber, Assistant Town Administrator
Suzanna Simpson, Executive Assistant

Guests: Claire Bouchard, United Way of Larimer County

Chair Dale Marshall called the meeting to order at 3:36 p.m.

PUBLIC COMMENT:

Claire Bouchard provided an update from United Way, including the Cameron Peak Fire Recovery Fund, which is at $1.2 million, with 20 families in the queue that need help. United Way will begin working with them this year. Their COVID grant process opens later this month. Soliciting community members to serve on committee, would love Spanish speaking individuals.

Member Roman had someone inquire about the local family who lost a home to fire (not wildfire) in October and if they have any needs for assistance. She also heard from a family that moved here over the summer seeking assistance of under $500; she directed them to Crossroads.

Member Almond added that the EVICS Art Gala will be a virtual event taking place February 5.

TRUSTEE LIAISON UPDATE:

Trustee Younglund shared that Town Board resumes Tuesday, January 12. DOLA has made available funds for Small Business Relief with a quick turnaround for applications.

APPROVAL OF DECEMBER MEETING MINUTES:

It was moved and seconded (Almond/Strom) to approve the December meeting minutes and the motion passed unanimously.

DISCUSSION OF SURVEY RESULTS:

The board discussed some key takeaways from the survey results, including transportation, housing, cost of living, childcare and responses indicating no issues. Chair Dale Marshall stated that access was a theme that stood out to her. Discussion centered around what to do with the survey results and how to use this information to determine the focus areas for 2021 and how to frame these topics into manageable solutions for recommendation. The board then discussed the concept of community resources from the Town's perspective and what opportunities exist to promote that information more broadly, including retrieving analytics on the current page. Further discussion took place on the need for the non-English speaking community to have greater access to all resources.

TOWN BOARD CHILDCARE DATA REQUEST:

Chair Dale Marshall provided an update on the last Childcare Collaborative meeting and the group will dissolve. During their discussion, they reflected on the first Childcare Needs Assessment and the cost-benefit analysis of doing a refresh. To complete the task requested by the Town Board on childcare data from 2020, a subgroup of two Community and Family Advisory Board members will collect the data needed to compile the report. Trustee Younglund suggests compiling the data and bringing to a meeting in the interest of time. Member Almond will take the lead on this task.

IDENTIFICATION OF 2021 FOCUS AREAS:

The board discussed naming the focus areas for 2021 based on the needs identified in the survey and the request for childcare data.

It was moved and seconded (Roman/Almond) to make Focus Area 1 "Advance and ensure awareness of and equitable access to existing community resources" and Focus Area 2 "Provide a current report of childcare needs and gaps in the community" and the motion passed unanimously.

SCHEDULING OF SECTOR PRESENTATIONS AT MEETINGS:

Chair Dale Marshall suggests that February will be a good time to extend the first invitation to someone from another sector to speak to the board. Member Roman will work with Quinn Brett, who will speak on accessibility issues in the community. She is no longer in contact with the individual who had concerns about starting an elder care facility, but will work on reconnecting with them. The advisory board can determine what sector to invite next at the February meeting.

INVITATION TO PRESENT AT KIWANIS CLUB

The Kiwanis Club has reached out to Chair Dale Marshall with interest in learning more about the work of the Community and Family Advisory Board. Chair Dale Marshall will give the presentation, including sharing the 2021 focus areas and will report back.

OTHER BUSINESS

Assistant Town Administrator Damweber discussed the next steps of the Community and Family Advisory Board presenting the survey results and focus area to the Town Board. Assistant Town Administrator Damweber will work on scheduling the update.

The Community and Family Advisory Board will also plan to update on childcare data request in March study session

Seeing no further business, the meeting was adjourned at 5:30 p.m.

NEXT MEETING

The next regular meeting of the Family Advisory Board will take place Thursday, February 4, 2021. The format will be virtual through the Town's Zoom account.

Suzanna Simpson, Recording Secretary

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TOWN OF ESTES PARK
UTILITIES

Memo

To: Honorable Mayor Koenig
Board of Trustees

Through: Town Administrator Machalek

From: Chris Eshelman, Superintendent

Date: February 23, 2021

RE: Purchase Approval of 2017 John Deere 344K Loader for the Water Division, $104,758, Budgeted

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(Mark all that apply)

☐ PUBLIC HEARING ☐ ORDINANCE ☐ LAND USE
☐ CONTRACT/AGREEMENT ☐ RESOLUTION ☒ OTHER Purchase

QUASI-JUDICIAL ☐ YES ☒ NO

Objective:
To support the Water Division's long-term projects by obtaining Town Board approval to purchase a 2017 John Deere 344K Wheel Loader.

Present Situation:
The purchase of this equipment makes sense for the long term. We rented this wheel loader over the last fourteen months to complete capital projects in-house. The following tables compare the cost of projects completed by private contractors versus projects completed in-house.

Contracted Project	Cost per foot	Year
Virginia Lane	$300	2012
Fish Creek, flood Recover	$280	2015
Mall Road/Hwy 36	$384	2019
Average $/foot	$321	

In-House Project	Cost per foot	Year
Bureau Phase 2	$93	2019
Moraine Ave	$185	2018
Axminister	$94	2016
Average $/foot	$124	

Projects can be completed in-house at a lower cost. It financially makes sense to continue infrastructure reconstruction in-house for the long term.

This wheel loader has proven to be effective for capital projects. Purchasing the wheel loader is more cost effective over the long term than continuing to rent. The vendor will apply 80% of the rent paid to date toward the purchase price.

Jim Nelson, Fleet Supervisor, is familiar with the Wheel Loader and has no concerns with the condition or purchase of the Loader.

Proposal:
Purchase the 2017 John Deere 344K Wheel Loader

Advantages:
- Reduces the Department's long-term costs
- Eliminates rental availability issues
- Improves the work efficiency on capital projects

Disadvantages:
- The initial capital investment is significant; however, our budget planning takes the long view and infrastructure investments are a long-term need
- The cost is high; however, the vendor is providing a credit for past rental expenses, the unit has been well maintained and we'll save $31,397 over the cost of a new unit

Action Recommended:
Staff recommends the Board approve the purchase of the John Deere Wheel Loader.

Finance/Resource Impact:
$104,758, 503-7000-580.34-42

Level of Public Interest
Low

Sample Motion:
I move for the approval of the 2017 John Deere 344K Wheel Loader purchase

Attachments:
1. Quote for the proposed machine with rent applied, $104,758
2. Quote on a used 2017 machine, $124,889
3. Quote for a 2021 machine, $136,155

JOHN DEERE

Customer Purchase Order for John Deere Construction and Forestry Products - USA

PURCHASER NAME AND ADDRESS (First Signer)

NAME (First, Middle Initial, Last)			
Town Of Estes Park			
STREET OR RR			
PO Box 1200			
CITY	STATE	ZIP CODE	COUNTY
Estes Park	CO	80517	Larimer
PHONE NUMBER	EMAIL ADDRESS		
(970) 577-3604			

PURCHASER NAME AND ADDRESS (Second Signer)

NAME (First, Middle, Last)			
STREET OR RR			
CITY	STATE	ZIP CODE	COUNTY
PHONE NUMBER	EMAIL ADDRESS		

DEALER NAME AND ADDRESS

DEALER NAME			DEALER ACCOUNT NO
4 Rivers Equipment, LLC			05-8175
STREET or RR			
125 John Deere Drive			
CITY	STATE	ZIP CODE	Date of Order:
Fort Collins	CO	80524	01/06/21

DEALER ORDER NO.:	TYPE OF SALE

PURCHASER TYPE:	MARKET USE CODE:

Add purchaser to Mailing list (Check One or More)

☐ Construction ☐ Utility ☐ Forestry ☐ Government

PURCHASER IS ☐ BUSINESS ☐ INDIVIDUAL	PURCHASER ACCT.:

☐ SOCIAL SECURITY ☐ IRS TAX ID ☐ EIN

NO: _____

EXTENDED WARRANTY IS	LOCATION OF FIRST WORKING USE	COUNTY	CITY	STATE	COUNTY CODE
☐ Accepted ☐ Rejected _____(initials)	▶				

Ultimate Uptime Package Purchased: ☐ Yes ☐ No

QTY	NEW	DEMO	RENT	USED	EQUIPMENT (Give Model, Size & Description)	(Hours of Use)	PIN or Serial Number	DELIVERED CASH PRICE
1	☐	☐	☐	☑	2017 344K 4WD LOADER	332	1LU344KXLZB041687	$136,118.24
1	☐	☐	☐	☑	2.0 YD BUCKET	-	112505	INCL.
1	☑	☐	☐	☐	48" X 59" FORKS	-	117413	INCL.
	☐	☐	☐	☐				
	☐	☐	☐	☐	14 mo Rental Purchase Option			
	☐	☐	☐	☐	80% To Apply			
	☐	☐	☐	☐	$2,800 mo - $31,360			
	☐	☐	☐	☐				
	☐	☐	☐	☐				
	☐	☐	☐	☐				

4 YR / 4000 HR PT & H

(1) TOTAL CASH PRICE	$136,118.24

QTY	TRADE-IN (Model, Size, Description)	(Hours of Use)	PIN OR SERIAL NUMBER	AMOUNT

ACKNOWLEDGEMENTS: Purchaser offers to sell, transfer, and convey the items(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed o this document. The Purchaser promises to pay the balance due (line 9) shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the equipment ordered herein. Despite delivery of the product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. The Purchaser and the Dealer agree the this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Products by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security of its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this purchase order.

(2) TOTAL TRADE-IN ALLOWANCE		
(3) RENT APPLIED		$31,360.00
(4) BALANCE (1-3)		$104,758.24
(5) SALES TAX	0.0000%	$0.00
(6) ADDITIONAL FEES		
(7) SUB-TOTAL		$104,758.24
(8) TRADE PAYOFF		
(9) CASH WITH ORDER		
(10) BALANCE DUE (7+8-9)		$104,758.24

DISCLOSURE OF REGULATION APPLICABILTY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm

IMPORTANT WARRANTY NOTICE: The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PUCRCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE.

TERMS & CONDITIONS VERIFICATION STATEMENT

Use of John Deere Data Services, if applicable, and all rights and obligations of John Deere and the Purchaser (or "Customer" as identified in the applicable agreement), are governed by the terms and conditions outlined in the Warranty Statement and the applicable John Deere Construction & Forestry Company Subscriptions & Data Services Dealer Agreement and/or Customer Data Services agreements available at www.JohnDeere.com/Agreements. Purchaser agrees to be bound by these terms and conditions if Purchaser activates or otherwise uses any of the Data Services. If Purchaser does not agree to these terms and conditions. Purchaser must not activate or otherwise use the Data Services.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version _____(Initials)_____ and understands its terms and conditions

Purchaser (First Signer)	Chris Eshelman	Signature		Date	
Purchaser (Second Signer)		Signature		Date	
Dealer Representative		Signature		Date	
Salesperson	Derek Court	Signature		Date	

DELIVERY ACKNOWLEDGEMENT	DELIVERED WITH OPERATOR'S MANUAL ON:	Purchaser Signature:

JOHN DEERE

Customer Purchase Order for John Deere Construction and Forestry Products - USA

PURCHASER NAME AND ADDRESS (First Signer)

NAME (First, Middle Initial, Last)			
Town Of Estes Park			
STREET OR RR			
170 MacGregor Ave			
CITY	STATE	ZIP CODE	COUNTY
Estes Park	CO	80517	Larimer
PHONE NUMBER	EMAIL ADDRESS		
(970) 227-2510			

PURCHASER NAME AND ADDRESS (Second Signer)

NAME (First, Middle, Last)			
STREET OR RR			
CITY	STATE	ZIP CODE	COUNTY
PHONE NUMBER	EMAIL ADDRESS		

DEALER NAME AND ADDRESS

DEALER NAME			DEALER ACCOUNT NO
4 Rivers Equipment, LLC			05-8175
STREET or RR			
125 John Deere Drive			
CITY	STATE	ZIP CODE	Date of Order:
Fort Collins	CO	80524	02/03/21

DEALER ORDER NO.:	TYPE OF SALE
	CASH

PURCHASER TYPE:	MARKET USE CODE:
5-Local Government	43 Sewer & Water Systems

Add purchaser to Mailing list (Check One or More)

☐ Construction ☐ Utility ☐ Forestry ☑ Government

PURCHASER IS	PURCHASER ACCT.:
☑ BUSINESS ☐ INDIVIDUAL	10199

☐ SOCIAL SECURITY ☐ IRS TAX ID ☐ EIN

NO: _____

EXTENDED WARRANTY IS	LOCATION OF FIRST WORKING USE	COUNTY	CITY	STATE	COUNTY CODE
☐ Accepted ☐ Rejected _____(initials)	▶	Larimer	Estes Park	CO	69

Ultimate Uptime Package Purchased: ☐ Yes ☑ No

QTY	NEW	DEMO	RENT	USED	EQUIPMENT (Give Model, Size & Description)	(Hours of Use)	PIN or Serial Number	DELIVERED CASH PRICE
1	☐	☐	☐	☐	2017 JD 344K	704	1LU344KXEZB041689	$124,889.06
	☐	☐	☐	☐	2.0 Yd Bucket			
	☐	☐	☐	☐				
	☐	☐	☐	☐				
	☐	☐	☐	☐				
	☐	☐	☐	☐				
	☐	☐	☐	☐				
	☐	☐	☐	☐				
	☐	☐	☐	☐				
	☐	☐	☐	☐				
							(1) TOTAL CASH PRICE	$124,889.06

Factory Warranty Exp. 5-19-21 or 2,000 Hrs

QTY	TRADE-IN (Model, Size, Description)	(Hours of Use)	PIN OR SERIAL NUMBER	AMOUNT

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(2) TOTAL TRADE-IN ALLOWANCE		
(3) RENT APPLIED		
(4) BALANCE (1-3)		$124,889.06
(5) SALES TAX	0.0000%	$0.00
(6) ADDITIONAL FEES		
(7) SUB-TOTAL		$124,889.06
(8) TRADE PAYOFF		
(9) CASH WITH ORDER		
(10) BALANCE DUE (7+8-9)		$124,889.06

DISCLOSURE OF REGULATION APPLICABILTY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm

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Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version _____(Initials)_____ and understands its terms and conditions

Purchaser (First Signer)		Signature		Date	
Purchaser (Second Signer)		Signature		Date	
Dealer Representative		Signature		Date	
Salesperson	Derek Court	Signature		Date	

DELIVERY ACKNOWLEDGEMENT	DELIVERED WITH OPERATOR'S MANUAL ON:	Purchaser Signature:

JOHN DEERE

Customer Purchase Order for John Deere Construction and Forestry Products - USA

PURCHASER NAME AND ADDRESS (First Signer)

NAME (First, Middle Initial, Last)			
Town Of Estes Park			
STREET OR RR			
170 MacGregor Ave			
CITY	STATE	ZIP CODE	COUNTY
Estes Park	CO	9705773604	Larimer
PHONE NUMBER	EMAIL ADDRESS		
8-0517			

PURCHASER NAME AND ADDRESS (Second Signer)

NAME (First, Middle, Last)			
STREET OR RR			
CITY	STATE	ZIP CODE	COUNTY
PHONE NUMBER	EMAIL ADDRESS		

DEALER NAME AND ADDRESS

DEALER NAME			DEALER ACCOUNT NO
4 Rivers Equipment, LLC			17-7476
STREET or RR			
125 John Deere Drive			
CITY	STATE	ZIP CODE	Date of Order:
Fort Collins	CO	80524	01/22/21

DEALER ORDER NO.:	TYPE OF SALE
	CASH

PURCHASER TYPE:	MARKET USE CODE:
5 City/Town/Village	43 Sewer & Water Systems

Add purchaser to Mailing list (Check One or More)

☐ Construction ☑ Utility ☐ Forestry ☑ Government

PURCHASER IS	PURCHASER ACCT.:
☑ BUSINESS ☐ INDIVIDUAL	10199

☐ SOCIAL SECURITY ☐ IRS TAX ID ☐ EIN

NO: _____

EXTENDED WARRANTY IS	LOCATION OF FIRST WORKING USE	COUNTY	CITY	STATE	COUNTY CODE
☐ Accepted ☐ Rejected _____(initials)	▶	Larimer	Estes Park	CO	69

Ultimate Uptime Package Purchased: ☐ Yes ☐ No

QTY	NEW	DEMO	RENT	USED	EQUIPMENT (Give Model, Size & Description)	(Hours of Use)	PIN or Serial Number	DELIVERED CASH PRICE
1	☐	☐	☐	☐	2021 JD 344L w/ 2.0 YD Bucket	1	NEW	$136,155.00
	☐	☐	☐	☐	Ride Control / 3rd Function Hydraulics			
	☐	☐	☐	☐				
	☐	☐	☐	☐				
	☐	☐	☐	☐				
	☐	☐	☐	☐				
	☐	☐	☐	☐				
	☐	☐	☐	☐				
	☐	☐	☐	☐				
	☐	☐	☐	☐				

2 YR / 2,000 HR FACTORY WARRANTY

(1) TOTAL CASH PRICE	$136,155.00

QTY	TRADE-IN (Model, Size, Description)	(Hours of Use)	PIN OR SERIAL NUMBER	AMOUNT

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(2) TOTAL TRADE-IN ALLOWANCE		$0.00
(3) RENT APPLIED		
(4) BALANCE (1-3)		$136,155.00
(5) SALES TAX	0.0000%	$0.00
(6) ADDITIONAL FEES		
(7) SUB-TOTAL		$136,155.00
(8) TRADE PAYOFF		
(9) CASH WITH ORDER		
(10) BALANCE DUE (7+8-9)		$136,155.00

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Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version _____(Initials)_____ and understands its terms and conditions

Purchaser (First Signer)	_____	Signature	_____	Date	_____
Purchaser (Second Signer)	_____	Signature	_____	Date	_____
Dealer Representative	_____	Signature	_____	Date	_____
Salesperson	_____	Signature	_____	Date	_____

DELIVERY ACKNOWLEDGEMENT	DELIVERED WITH OPERATOR'S MANUAL ON:	Purchaser Signature:

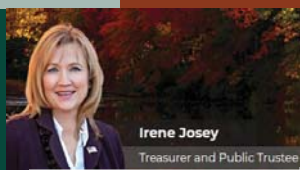
LARIMER COUNTY TREASURER & PUBLIC TRUSTEE

Business in the Treasurer & Public Trustee's Office

Town of Estes
February 23, 2021

LARIMER COUNTY TREASURER & PUBLIC TRUSTEE'S OFFICE

How Property Taxes are Calculated and Distributed



HOW ARE PROPERTY TAXES CALCULATED?

Appraiser sets property value

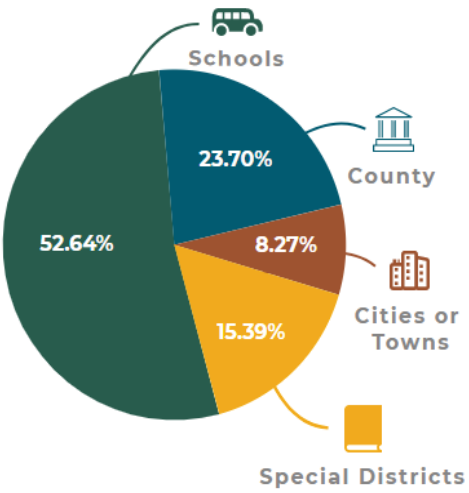
Treasurer collects property taxes and distributes to taxing authorities

TAXING AUTHORITIES

Taxing authorities confirm mill levies

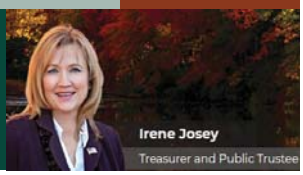
Property values determine your slice of property taxes to pay

Property owner gets statement



LARIMER COUNTY TREASURER & PUBLIC TRUSTEE'S OFFICE

Property Tax Statements Defined



LARIMER COUNTY
COMMITTED TO EXCELLENCE
TREASURER & PUBLIC TRUSTEE'S OFFICE

PROPERTY TAX STATEMENT

2020 Taxes Payable in **2021**

Irene E. Josey
Treasurer & Public Trustee
P. O. Box 2336, Fort Collins, CO 80522-2336
200 West Oak Street, Suite 2100, Fort Collins, CO 80521
Phone: (970) 498-7020
Fax: (970) 498-7037
www.larimer.org/treasurer
Email: lctreasurer@larimer.org

SCHEDULE NUMBER: 1234567 **TAX DISTRICT: 3304** **PROPERTY TYPE: Residential** **PARCEL NUMBER: 123456789**

TAX AUTHORITY	MILL LEVY	LEVIED TAX
ESTES PARK	1.69300	$95.30
ESTES PARK LIBRARY DIST	4.53800	$255.45
ESTES VALLEY FIRE PROTECTION DISTRICT	1.95800	$110.22
ESTES VALLEY REC & PARK	6.51700	$366.85
LARIMER COUNTY	22.45800	$1,264.21
N COLO WATER CONS DIST	1.00000	$56.29
PARK HOSPITAL	7.50500	$422.47
PARK R-3 BOND PAYMENT	3.82000	$215.04
PARK R-3 GENERAL FUND	27.70000	$1,559.29
UPPER THOMPSON SAN DIST	0.00000	$0.00
	77.18900	$4,345.12

	ACTUAL	ASSESSED
VALUATION	$787,300.00	$56,292.00
EXEMPTION	$100,000.00	$7,150.00
OWNER	$687,300.00	$49,142.00

(Assessed Value X Mill Levy = Levied Tax)

LEVIED TAXES	$4,345.12
NON-LEVIED TAXES	$0.00
ADMINISTRATION FEE	$0.00
INTEREST ACCRUED	$0.00
FEE(S)	$0.00
ASSESSMENT LIEN	$0.00
TAX AMOUNT	$4,345.12
EXEMPTION	($551.90)
PAYMENT(S)	$0.00
BALANCE	$3,793.22
DELINQUENT INTEREST	
Amount Due	**$3,793.22**

PROPERTY LOCATION
123 MAIN STREET ESTES PARK, CO 80517
LEGAL DESCRIPTION OF PROPERTY
LOT 14 , MAIN SUBDIVISION, EP
ADDITIONAL PROPERTY INFORMATION

PAYMENT	DUE DATE	AMOUNT DUE
FIRST HALF	March 1	$1,896.61
SECOND HALF	June 15	$1,896.61
FULL PAYMENT	April 30	$3,793.22

PROPERTY OWNER OF RECORD	PROPERTY STATUS CODES
SMITH JOHN/JANE 123 MAIN STREET ESTES PARK, CO 80517	FOR OFFICE USE ONLY

In absence of State Legislative Funding SB 25 and estimated State revenues of $1,262,841.00 your school's general fund levy would have been 28.363 mills.

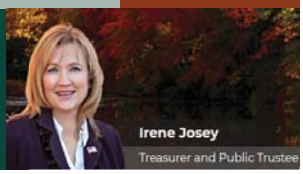
OFFICE USE ONLY

THIS IS THE ONLY NOTICE YOU WILL RECEIVE
RETAIN TOP PORTION FOR YOUR RECORDS

Go Paperless eNoticesOnline.com AUTHORIZATION CODE ABC-123DEF4G

LARIMER COUNTY TREASURER & PUBLIC TRUSTEE'S OFFICE

Postcards for Property Owners with Mortgages



LARIMER COUNTY
COMMITTED TO EXCELLENCE

IRENE E. JOSEY
LARIMER COUNTY TREASURER
P.O. BOX 1250
FORT COLLINS, CO 80522-1250

Presorted First Class
U.S. Postage
PAID
The Master's Touch, LLC

2020 TAXES PAYABLE IN 2021 - PROPERTY TAX NOTIFICATION

39030*46**G50*****AUTO**5-DIGIT 80526
SMITH JANE/JOHN
1234 MAIN STREET
ESTES PARK, CO 80517

LARIMER COUNTY
COMMITTED TO EXCELLENCE
OFFICE OF THE TREASURY

Irene E. Josey
Larimer County Treasurer
(970) 498-7020
www.larimer.org/treasurer

Go Paperless eNoticesOnline.com AUTHORIZATION CODE ABC-123DEF4G

2020 TAXES PAYABLE IN 2021 - PROPERTY TAX NOTIFICATION

Schedule Number: 1234567

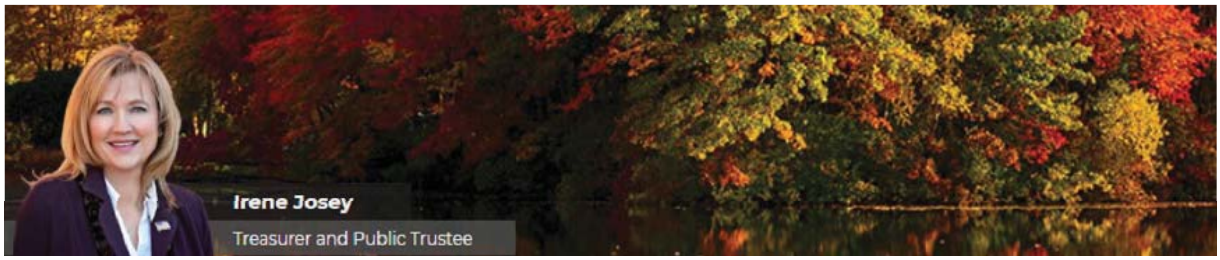
Tax Amount: $2,457.08 Exemption: $(671.90)	Actual Value: $365,700
2019 PROPERTY TAXES DUE 2020: $1,785.18	Assessed Value: $26,148

In accordance with CRS 39-10-103, this notification serves to inform property owners that detailed property tax statements are available online at www.larimer.org/treasurer.

- To go paperless and receive your tax statement electronically, visit eNoticesOnline.com.
- You are receiving this postcard because your mortgage company has historically paid your property taxes or the property is exempt with a zero balance. Sending postcards is saving Larimer County taxpayers thousands of dollars.
- Visit www.larimer.org/assessor for expanded value information.
- Seniors over 65 who have lived in their home for over 10 years and 100% Disabled Veterans may qualify for a property tax exemption. Visit www.larimer.org/assessor/exemptions to learn more.

Property Address:
1234 MAIN STREET ESTES PARK, CO 80517

Owner:
SMITH JANE/JOHN



Treasurer & Public Trustee

Click Here

View | Edit | Revision operations | Unpublish

2019 Delinquent Property Advertising Files

Click to download delinquent real property and mobile home list.

Pay Your Property Taxes

Pay Online
Payment Methods
Print a Receipt
Delinquent Payment Information

Your Property Tax Information

Property and Tax Searches
Tax Statement Resources
Senior/Veteran Assistance
Mobile Home
Personal Property for Businesses
Special Assessment

Third Party Resources

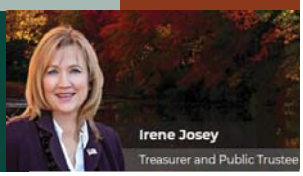
CTD Login for Title Companies
Mass Payment for Mortgage Companies
Tax Lien Investor Information
Treasurer Statement for Taxing Authorities

Public Trustee

Foreclosure and Sale Information
Release of Deeds

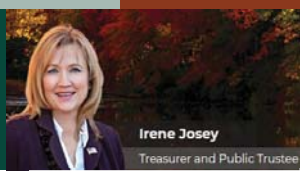
LARIMER COUNTY TREASURER & PUBLIC TRUSTEE'S OFFICE

The Front-End of Our Business



- Tax Collection and Distribution
- Investment of all funds
- Special Assessments - PID's, LID's, etc.
- Personal Property – income producing property in businesses
  - Distraints, Seizures and Sales
- Mobile Homes
  - Moves, Distraints
- Bankruptcy Tracking
- Tax Lien Sale
  - Redemptions
  - Treasurer's Deeds
- Senior and Veteran Property Tax Deferrals
- County Bank / Accounts Reconciliations
- Public Trustee (July 1, 2020)
  - Releases of Deeds
  - Foreclosures
  - Cures

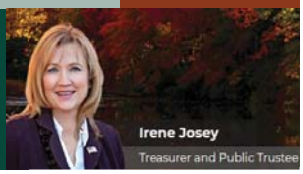
Our Funds - Banking



- We use Positive Pay with all of our bank accounts to protect your money against unauthorized or fraudulent transactions. Examples includes forged, altered, or counterfeit checks in addition to all ACH debits.
- Our bank accounts are "Zero Balance Accounts" (ZBA). This security feature ensures all accounts zero out at night to prevent any unauthorized transactions and allows for all daily funds to be swept to an interest-bearing account daily.
- We transfer money in and out of our accounts every day to meet the county's financial obligations ensuring that all idle funds are protected and in an interest-bearing account.
- Money is made available not only for external financial obligations but also for payroll, retirement, medical and all other employee benefits.

LARIMER COUNTY TREASURER & PUBLIC TRUSTEE'S OFFICE

Examples of Funds



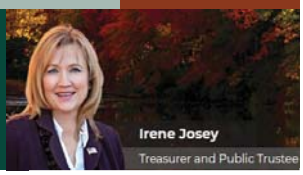
- Monies that flow through the Treasurer's Office include:

  - Property tax
  - Sales tax
  - Specific ownership tax
  - Grant money
  - Federal and state funds
  - FEMA

  …. and many more forms

- Finance issues the warrants (checks) that "pay" the bills, and we make sure the money is where it needs to be and when it need to be there. We're the county's bank.
- Public Trustee money flow includes releases, foreclosure sales and cures.

Past, Present, COVID-19 & Future



- First Term Focus and accomplishments:

Built a new tax collection system
Earned Moody triple-A credit rating
Online property tax statements
Office accessibility, future needs of community
Top county innovation award

- Second Term, so far:

COVID-19
Property tax relief
Technology
Public Trustee's Office
In-house investment management
Cameron Peak Fire
Online Tax Lien Sale
Customer feedback survey
Top county innovation award – again!

- Future – County-wide financial system, online receipt printing, automated tax roll corrections, too many to list – would love to hear from you!

LARIMER COUNTY TREASURER & PUBLIC TRUSTEE'S OFFICE

Questions?

My contact:
Irene Josey
ijosey@larimer.org
970-498-7027

IRENE E. JOSEY | Treasurer & Public Trustee's Office

Brigitte C. Grimm, Chief Deputy Treasurer & Public Trustee
200 West Oak Street, Suite 2100, P.O. Box 1250, Fort Collins, Colorado 80522-1250 | 970.498.7020 | lctreasurer@larimer.org

Irene Josey, Larimer County Treasurer & Public Trustee

Bio

Irene Josey is the elected Larimer County Treasurer & Public Trustee. Irene Josey was elected Larimer County Treasurer in 2014, she began her career in the Treasurer's Office in 1986 and served as the appointed Chief Deputy Treasurer from 1988 to 2014. She was elected to a second term, which began in 2019. As County Treasurer, Irene leads her office in the effective management of the county treasury and the safe investment of public funds. The treasury is responsible for the collection of property taxes, the safe investing of those taxes, and the accurate and timely disbursement to all lawful taxing authorities in Larimer County. These authorities include local governments, service entities, and special districts allowed by law to levy property taxes for their successful operation. On July 1, 2020, Irene's office absorbed the duties of The Office of Public Trustee which handles property foreclosures and Deed of Trust Releases, as a neutral manager of those actions.

PROCEDURE FOR LAND USE PUBLIC HEARING

Applicable items include: Annexation, Amended Plats, Boundary Line Adjustments, Development Plans, Rezoning, Special Review, Subdivision

1. MAYOR.

The next order of business will be the public hearing on **PLANNING COMMISSION ACTION ITEM 1.A, RESOLUTION 14-21 SUPPLEMENTAL MAP #1 OF SOLITUDE VI CONDOMINIUMS, 1885 SKETCH BOX LANE, FISH CREEK PROPERTIES LLC, APPLICANT.**

- At this hearing, the Board of Trustees shall consider the information presented during the public hearing, from the Town staff, from the Applicant, public comment, and written comments received on the application.
- Has any Trustee had any ex-parte communications concerning this application(s) which are not part of the Board packet.
- Any member of the Board may ask questions at any stage of the public hearing which may be responded to at that time.
- Mayor declares the Public Hearing open.

2. STAFF REPORT.

- Review the staff report.
- Review any conditions for approval not in the staff report.

3. APPLICANT.

- The applicant makes their presentation.

4. PUBLIC COMMENT.

- Any person will be given an opportunity to address the Board concerning the application. All individuals must state their name and address for the record. Comments from the public are requested to be limited to three minutes per person.

5. REBUTTAL.

- The applicant will be allowed a rebuttal that is limited to or in response to statements or questions made after their presentation. No new matters may be submitted.

6. MAYOR.

- Ask the Town Clerk whether any communications have been received in regard to the application which are not in the Board packet.
- Ask the Board of Trustees if there are any further questions concerning the application.
- Indicate that all reports, statements, exhibits, and written communications presented will be accepted as part of the record.
- Declare the public hearing closed.
- Request Board consider a motion.

7. SUGGESTED MOTION.

- Suggested motion(s) are set forth in the staff report.

8. DISCUSSION ON THE MOTION.

Discussion by the Board on the motion.

9. VOTE ON THE MOTION.

Vote on the motion or consideration of another action.

TOWN OF ESTES PARK
COMMUNITY DEVELOPMENT

Memo

To: Honorable Mayor Koenig
Board of Trustees

Through: Town Administrator Machalek

From: Alex Bergeron, Planner II

Date: February 23, 2021

RE: Resolution 14-21 Supplemental Map #1 of Solitude VI Condominiums, 1885 Sketch Box Lane, Fish Creek Properties LLC, Applicant

---

(Mark all that apply)

☒ PUBLIC HEARING ☐ ORDINANCE ☒ LAND USE
☐ CONTRACT/AGREEMENT ☒ RESOLUTION ☐ OTHER_____

QUASI-JUDICIAL ☒ YES ☐ NO

Objective:
Conduct a public hearing to consider Supplemental Map #1 of Solitude VI Condominiums for compliance with the Estes Park Development Code (EPDC).

Present Situation:
Building Permit B-10813 was issued in 2018 to authorize construction of an addition to Unit 6 of Solitude VI Condos, located at 1885 Sketch Box Lane (see also Attachment 2: Vicinity Map). The addition, known as "The Lodge" for its accommodations purpose, is distinct from the office use of the remainder of Unit 6, which existed prior to the addition. The addition is more formally known as Unit 7 as it was constructed in the space initially platted for Units 7-12, but in accordance with a 2017 amended development plan. Town staff issued a certificate of occupancy for the addition in September of 2020, and approval of this Supplemental Condominium Map, required due to changes in already-platted airspace, is the final step necessary to complete the project.

Proposal:
The owner, Fish Creek Properties LLC, through its managing member Paul Kochevar, requests approval of Supplemental Condominium Map #1, the recordation of which will permit legal recognition of the addition to Unit 6, representing the full build out of the Solitude Subdivision.

Advantages:
- This proposal complies the applicable standards of the EVDC, specifically: Section 3.9.E "Standards of Review" for subdivisions, and Section 10.5.H "Condominiums, Townhouses and Other Forms of Airspace Ownership."

Disadvantages:
None identified.

Action Recommended:
As the Estes Park Planning Commission has no review role for condominium maps, staff recommends **Approval** of Resolution 14-21, approving the Supplemental Condominium Map.

Finance/Resource Impact:
Little or none.

Level of Public Interest
Low. The Community Development Department has not received any verbal or written public comments or inquiries to date.

Sample Motion:
I move that the Town Board of Trustees **APPROVE** Resolution 14-21.

I move that the Town Board of Trustees **deny** Resolution 14-21, finding that [*state findings for denial*].

I move to **continue** Resolution 14-21 to the next regularly scheduled meeting, finding that [*state reasons for continuance*].

Attachments:
1. Resolution 14-21
2. Vicinity Map
3. Statement of Intent
4. Application Form
5. Supplemental Map #1
6. Attorney Certificate

RESOLUTION 14-21

APPROVING SUPPLEMENTAL MAP #1 OF SOLITUDE VI CONDOMINIUMS, UNIT 7 (AN ADDITION TO UNIT 6) LOCATED UPON LOT 6, SOLITUDE SUBDIVISION

WHEREAS, an application for a Supplemental Map which legally establishes Unit 7, an addition to Unit 6, of Solitude VI Condominiums was filed by Paul Kochevar/ Fish Creek Properties LLC (applicant/owner); and

WHEREAS, the original condominium map Solitude VI Condominiums is recorded in the records of the Larimer County Clerk and Recorder at Reception No. 20030106550 to accommodate condominium construction on a 1.4-acre parcel located within the A (Accommodations) zone district; and

WHEREAS, the Board of Trustees finds the applicant has complied with the applicable requirements of the *Estes Park Development Code.*

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

Supplemental Map #1 of Solitude VI Condominiums is hereby approved.

DATED this _____ day of _____, 2021.

TOWN OF ESTES PARK

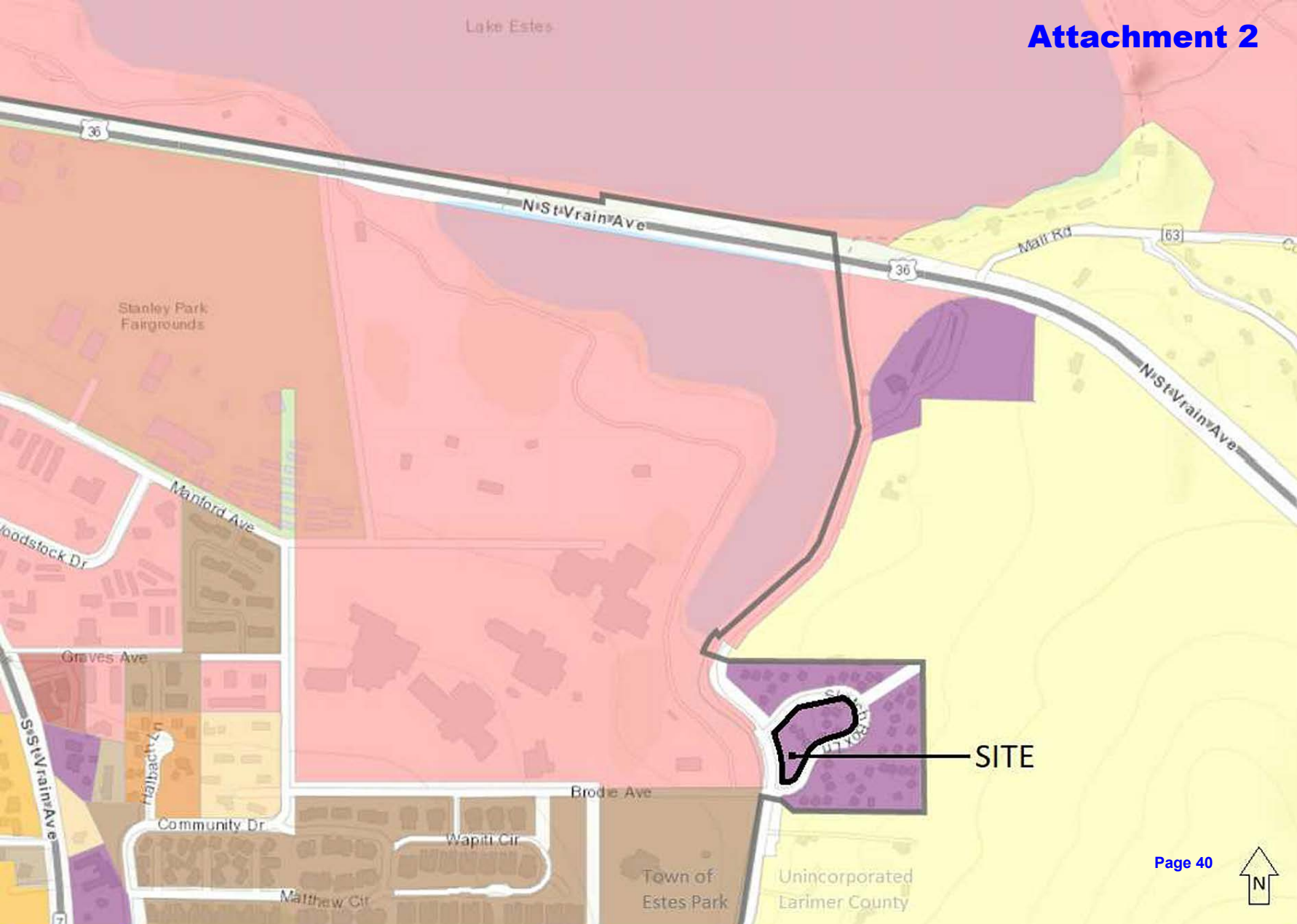
_____
Mayor

ATTEST:

_____
Town Clerk

APPROVED AS TO FORM:

_____
Town Attorney


Lake Estes
36
N St Vrain Ave
Mall Rd
63
Stanley Park Fairgrounds
Manford Ave
Woodstock Dr
Graves Ave
S St Vrain Ave
Community Dr
Wapiti Cir
Matthew Cir
Brodie Ave
SITE
Town of Estes Park
Unincorporated Larimer County
N

Paul & Kathy Kochevar

1885 Sketch Box Lane
Estes Park, CO 80517

December 22, 2020

Community Development
Town of Estes Park
Estes Park, CO 80517

RE: **Statement of Intent**
Solitude VI Condominiums
Supplement Map No. 1

Background
Fish Creek Properties LLC owns the property commonly referred to as the office area on Lot 6, Solitude Subdivision as well as the attached Unit 6, Solitude VI Condominiums. Paul Kochevar is the managing member of the LLC.

In 2017 an amended development plan was approved allowing for the construction of an addition to the office. We refer to this addition as The Lodge. The building permit for this addition was approved in April of 2018 and construction commenced in 2019. In November of 2020, we received approval to occupy the building and the building department closed out our file.

Supplemental Map
The condominium map shows the new construction which is a combination of one and two story construction and attached to the north end of the existing office building. This building is shown on the supplement map as Unit 7.

This is the last area upon Lot 6 that can support building development. All lots in the Solitude Subdivision are now built-out.

Building Uses
The Lodge has been designed and constructed to meet building code requirements for both a transient residential use as well as a non-transient residential use so that employee housing is possible as the need occurs.

Summary
Although this is not a large project, it will add significantly to the extension of the business season into the spring and fall months. As Estes Park continues to expand winter options, this addition will help provide Estes Valley visitors with the kind of accommodations most requested and desired.

ESTES PARK PLANNING DEPARTMENT
APPLICATION

Submittal Date:

Type of Application — PLEASE CHECK ONLY ONE BOX

- ○ Pre-App
- ○ Development Plan
- ○ Special Review
- ○ Preliminary Subdivision Plat
- ○ Final Subdivision Plat
- ○ Minor Subdivision Plat
- ○ Amended Plat
- ○ Boundary Line Adjustment
- ○ ROW or Easement Vacation
- ○ Street Name Change Time
- ○ Rezoning Petition
- ○ Annexation Request
- ○ Extension
- ○ Other: Please specify
- Condominium Map
  - ○ Preliminary Map
  - ○ Final Map
  - ◉ Supplemental Map

General Information

Project Name	Supplemental Map No. 1, Solitude VI Condominiums
Project Description	Last Condominium on this Lot at Solitude Cabins on Fish Creek Road
Project Address	1885 Sketch Box Lane
Legal Description	Lot 6, Solitude Subdivision
Parcel ID #	2529320001

Site Information

Lot Size 1.4 acres — Area of Disturbance in Acres 0.1

Existing Land Use: resort cabins

Proposed Land Use: same

Existing Water Service: ☑ Town ☐ Well ☐ None ☐ Other (specify)

Proposed Water Service: ☑ Town ☐ Well ☐ None ☐ Other (specify)

Existing Sanitary Sewer Service: ☐ EPSD ☑ UTSD ☐ Septic ☐ None

Proposed Sanitary Sewer Service: ☐ EPSD ☑ UTSD ☐ Septic

Is a sewer lift station required? ☐ Yes ☐ No

Existing Gas Service: ☑ Xcel ☐ Other ☐ None

Existing Zoning: A Accommodations — Proposed Zoning: SAME

Site Access (if not on public street):

Are there wetlands on the site? ☐ Yes ☑ No

Site staking must be completed at the time application is submitted. Complete? ☐ Yes ☐ No

Primary Contact Information

Name of Primary Contact Person	Paul Kochevar
Complete Mailing Address	1885 Sketch Box Lane Estes Park, CO 80517

Primary Contact Person is: ☑ Owner ☑ Applicant ☑ Consultant/Engineer

Attachments

- ☑ Application fee
- ☑ Statement of intent
- ☐ 2 copies (folded) of plat or plan
- ☑ 11" X 17" reduced copy of plat or plan
- ☒ Digital Copies of plats/plans in TIFF or PDF format emailed to planning@estes.org
- ☐ Sign Purchase ($10)

Please review the Estes Park Development Code Appendix B for additional submittal requirements, which may include ISO calculations, drainage report, traffic impact analysis, geologic hazard mitigation report, wildfire hazard mitigation report, wetlands report, and/or other additional information.

APPLICANT CERTIFICATION

- I hereby certify that the information and exhibits herewith submitted are true and correct to the best of my knowledge and that in filing the application I am acting with the knowledge and consent of the owners of the property.

- In submitting the application materials and signing this application agreement, I acknowledge and agree that the application is subject to the applicable processing and public hearing requirements set forth in the Estes Park Development Code (EPDC).

- I acknowledge that I have obtained or have access to the EPDC, and that, prior to filing this application, I have had the opportunity to consult the relevant provisions governing the processing of and decision on the application. The Estes Park Development Code is available online at:

  http://www.estes.org/DevCode

- I understand that acceptance of this application by the Town of Estes Park for filing and receipt of the application fee by the Town does not necessarily mean that the application is complete under the applicable requirements of the EPDC.

- I understand that this proposal may be delayed in processing by a month or more if the information provided is incomplete, inaccurate, or submitted after the deadline date.

- I understand that a resubmittal fee will be charged if my application is incomplete.

- The Community Development Department will notify the applicant in writing of the date on which the application is determined to be complete.

- I grant permission for Town of Estes Park Employees and Planning Commissioners with proper identification access to my property during the review of this application.

- I acknowledge that I have received the Estes Park Development Review Application Schedule and that failure to meet the deadlines shown on said schedule may result in my application or the approval of my application becoming null and void. I understand that full fees will be charged for the resubmittal of an application that has become null and void.

Names:

Record Owner *PLEASE PRINT:* Fish Creek Properties, LLC

Applicant *PLEASE PRINT:* SAME

Signatures:

Record Owner [signature] MANAGING MEMBER Date 12/21/20

Applicant _____ Date _____

Contact Information

Record Owner(s)	Fish Creek Properties LLC
Mailing Address	1885 Sketch Box Lane Estes Park, CO 80517
Phone	970-577-7777
Cell Phone	
Fax	970-577-0381
Email	paulk0971@gmail.com
Applicant	SAME
Mailing Address	
Phone	
Cell Phone	
Fax	
Email	
Consultant/Engineer	SAME
Mailing Address	
Phone	
Cell Phone	
Fax	
Email	

APPLICATION FEES

For development within the Estes Park Town limits See the fee schedule included in your application packet or view the fee schedule online at www.estes.org/planningforms

All requests for refunds must be made in writing. **All fees are due at the time of submittal.**

MINERAL RIGHT CERTIFICATION

Article 65.5 of Title 24 of the Colorado Revised Statutes requires applicants for Development Plans, Special Reviews, Rezoning, Preliminary and Final Subdivision Plats, Minor Subdivision Plats if creating a new lot, and Preliminary and Final Condominium Maps to provide notice of the application and initial public hearing to all mineral estate owners where the surface estate and the mineral estate have been severed. This notice must be given 30 days prior to the first hearing on an application for development and meet the statutory requirements.

I hereby certify that the provisions of Section 24-65.5-103 CRS have been met.

Names:

Record Owner *PLEASE PRINT:* Fish Creek Properties, LLC

Applicant *PLEASE PRINT:* SAME

Signatures:

Record Owner Paul M. Kashian MANAGING MEMBER Date Dec 21, 2020

Applicant Paul M. Kashian Date Dec 21, 2020

SUPPLEMENTAL CONDOMINIUM MAP NO. 1, SOLITUDE VI CONDOMINIUMS

UNIT 7 AND AN ADDITION TO UNIT 6
LOCATED UPON LOT 6, SOLITUDE SUBDIVISION,
BEING A PORTION OF THE SW 1/4 OF SECTION 29, T5N, R72W OF THE 6TH P.M.,
TOWN OF ESTES PARK, COUNTY OF LARIMER, STATE OF COLORADO

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT FISH CREEK PROPERTIES, L.L.C. A COLORADO LIMITED LIABILITY COMPANY AND FARMERS BANK, BEING THE OWNERS AND LIENHOLDERS OF THAT PART OF SW 1/4 OF SECTION 29, TOWNSHIP 5 NORTH, RANGE 72 WEST OF THE 6TH P.M., LARIMER COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:
LOT 6, SOLITUDE SUBDIVISION, LESS AREAS PREVIOUSLY PLATTED ON THE CONDOMINIUM MAP OF SOLITUDE VI CONDOMINIUMS, CONTAINING 1.4 ACRES MORE OR LESS; HAVE BY THESE PRESENTS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED INTO CONDOMINIUM UNITS TO BE KNOWN AS THE PLAT OF "SUPPLEMENTAL MAP NO. 1, SOLITUDE VI CONDOMINIUMS" PURSUANT TO THE DECLARATION OF SOLITUDE VI CONDOMINIUMS RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF LARIMER COUNTY, COLORADO, WITNESS OUR

HANDS AND SEALS THIS _____ DAY OF _____, 2021.

FISH CREEK PROPERTIES, L.L.C.
A COLORADO LIMITED LIABILITY COMPANY

_____
BY: PAUL M. KOCHEVAR
AS: MANAGING MEMBER

FARMERS BANK

_____
BY: JAMES H. MILLER
AS: PRESIDENT, FORT COLLINS BRANCH

STATE OF COLORADO)
)SS.
COUNTY OF LARIMER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2021 A.D.
BY PAUL M. KOCHEVAR AS MANAGING MEMBER OF FISH CREEK PROPERTIES, L.L.C., A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____ _____
NOTARY PUBLIC

STATE OF COLORADO)
)SS.
COUNTY OF LARIMER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2021 A.D.
BY JAMES H. MILLER FOR FARMERS BANK AS PRESIDENT OF THE FORT COLLINS BRANCH

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____ _____
NOTARY PUBLIC

BOARD OF TRUSTEE'S CERTIFICATE OF APPROVAL

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF ESTES PARK, COLORADO, ON THIS _____ DAY OF _____, 2021 A.D.

_____ _____
TOWN CLERK MAYOR

SURVEYOR'S CERTIFICATE

I, PAUL M. KOCHEVAR, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT OF "SUPPLEMENTAL MAP NO. 1 SOLITUDE VI CONDOMINIUMS" TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.

_____ _____
PAUL M. KOCHEVAR, P.E. & P.L.S. NO. 15760 DATE

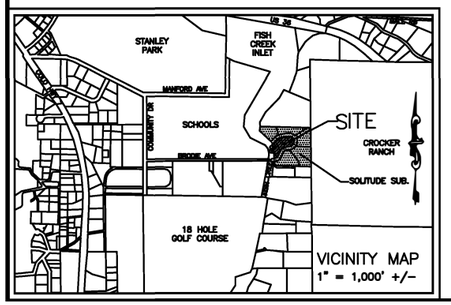
TOWN ENGINEER'S CERTIFICATE

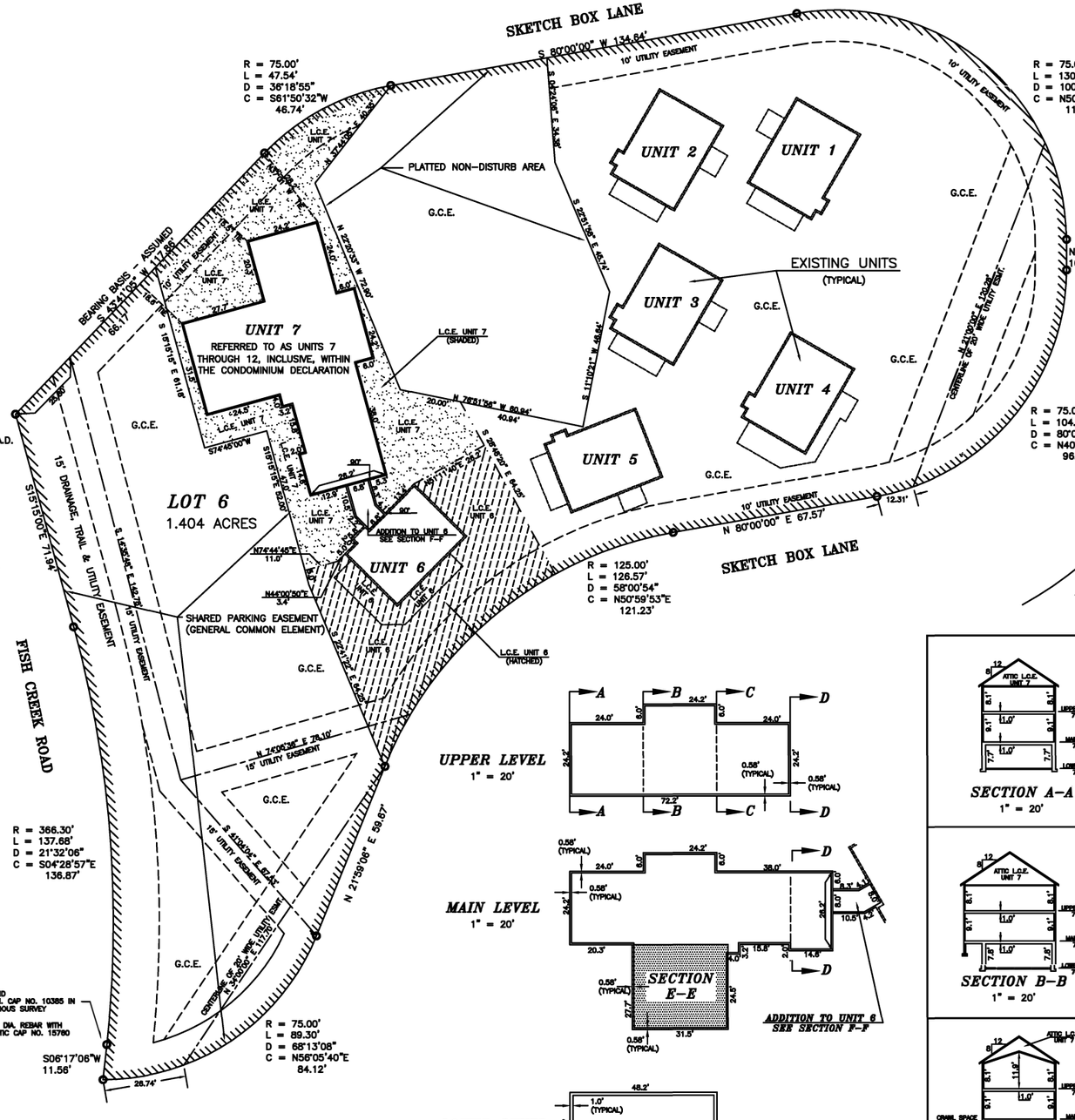
APPROVED BY THE TOWN ENGINEER OF ESTES PARK, COLORADO THIS_____ DAY OF 2021.

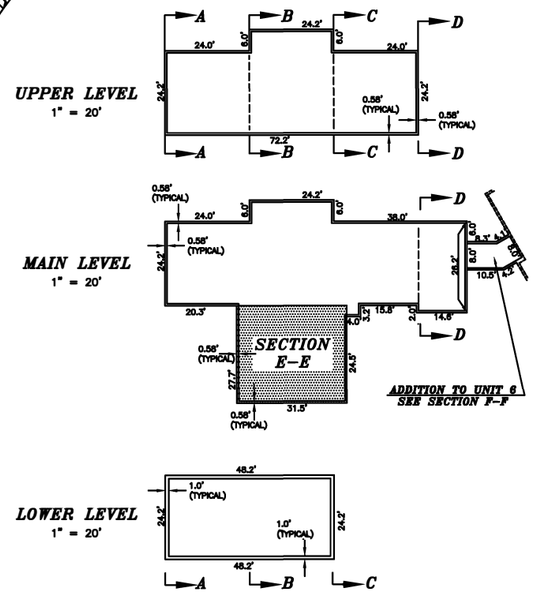
_____, TOWN ENGINEER _____
DATE

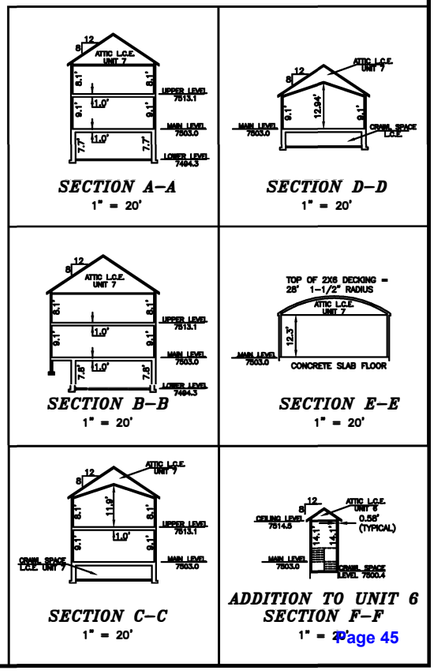
NOTES:

1. APPROVAL OF THIS PLAN CREATES A VESTED PROPERTY RIGHT PURSUANT TO ARTICLE 68 OF TITLE 24, C.R.S., AS AMENDED.
2. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE ACTUAL AND AS PLATTED.
   UNLESS OTHERWISE NOTED, ALL CORNERS ARE MONUMENTED WITH 1/2 INCH DIAMETER REBAR AND PLASTIC CAP NO. 15760
3. EASEMENTS, AGREEMENTS AND RIGHTS-OF-WAY OF RECORD ARE;
   BOOK 687 AT PAGE 60, MOUNTAIN STATES TELEPHONE AND TELEGRAPH CO. EASEMENT – LOCATION NOT DEFINED
   BOOK 927 AT PAGE 391, USA EASEMENT – LOCATION NOT DEFINED
   BOOK 1046 AT PAGE 161, FISH CREEK WATER ASSOCIATION AGREEMENT – LOCATION NOT DEFINED
   ANNEXATION PLAT RECORDED AT RECEPTION NO. 2001100706
   COVENANTS RECORDED AT RECEPTION NO. 2002077708
   AMENDMENT TO COVENANTS RECORDED AT RECEPTION NO. 2003013197
   SHARED PARKING AGREEMENT RECORDED AT RECEPTION NO. 2002077706 AND RECEPTION NO. 2002082854
   AMENDMENT TO SHARED PARKING AGREEMENT RECORDED AT RECEPTION NO. 2003015802, RECEPTION NO. 2003015803
   AMENDMENT TO SHARED PARKING AGREEMENT RECORDED AT RECEPTION NO. 20170045192
   CONDOMINIUM MAP RECEPTION NO. 20030106550, DECLARATION RECEPTION NO. 20030106551
4. ELEVATION BENCHMARK IS THE BONNET BOLT ON THE FIRE HYDRANT LOCATED AT THE NORTHWEST CORNER OF LOT 3 CONSIDERED AS ELEVATION 7529.00
5. L.C.E. INDICATES LIMITED COMMON ELEMENTS: G.C.E. INDICATES GENERAL COMMON ELEMENT









DATE: DEC. 22, 2020

GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.

Gregg H. Coffman, P.C.

ATTORNEY AT LAW

501 SAINT VRAIN LANE, SUITE 200
ESTES PARK, COLORADO 80517

GREGG@ESTESLAWYER.NET
(970) 586-5566 VOICE
(970) 586-5995 FAX

February 23, 2021

TO: The Town of Estes Park
Community Development

Re: Supplemental Condominium Map No. 1
Solitude VI Condominiums,
Unit 7 and an Addition to Unit 6
County of Larimer, State of Colorado.

Dear Board Members:

I am an attorney duly licensed to practice law in the State of Colorado. In accordance with Ordinance 11-02, Section 1.8 of the Estes Park Development Code of the Town of Estes Park, Colorado, I have examined the above referenced map, and have further verified ownership of the property described therein through the title records of Larimer County, Colorado. Such property is located in the SW ¼ of Section 29, T5N, R72W of the 6th P.M., being more particularly described as follows:

Unit 7 and An Addition to Unit 6, Solitude VI Condominiums located on Lot 6, Solitude Subdivision, Town of Estes Park, County of Larimer, State of Colorado.

I hereby certify that Fish Creek Properties, LLC is the record owner of the property described herein, and which is shown on the Map. Farmers Bank is the only lienholder of record affected by this Supplemental Map. The Supplemental Map No. 1 and related documentation has been prepared in compliance with relevant provisions of the Colorado Common Interest Community Act.

I further certify that there are no other persons who have a recorded interest in the property.

Sincerely,

Gregg H. Coffman

PROCEDURE FOR LAND USE PUBLIC HEARING

Applicable items include: Annexation, Amended Plats, Boundary Line Adjustments, Development Plans, Rezoning, Special Review, Subdivision

1. MAYOR.

The next order of business will be the public hearing on **PLANNING COMMISSION ACTION ITEM 1.B, RESOLUTION 15-21 APPROVING THE FIRST AMENDED PLAT OF LOTS 4A AND 5A OF THE AMENDED PLAT OF MOUNTAIN MEADOW SUBDIVISION, 2754 AND 2758 YPSILON CIRCLE, TRAIL RIDGE CONSULTING ENGINEERS, APPLICANT.**

- At this hearing, the Board of Trustees shall consider the information presented during the public hearing, from the Town staff, from the Applicant, public comment, and written comments received on the application.
- Has any Trustee had any ex-parte communications concerning this application(s) which are not part of the Board packet.
- Any member of the Board may ask questions at any stage of the public hearing which may be responded to at that time.
- Mayor declares the Public Hearing open.

2. STAFF REPORT.

- Review the staff report.
- Review any conditions for approval not in the staff report.

3. APPLICANT.

- The applicant makes their presentation.

4. PUBLIC COMMENT.

- Any person will be given an opportunity to address the Board concerning the application. All individuals must state their name and address for the record. Comments from the public are requested to be limited to three minutes per person.

5. REBUTTAL.

- The applicant will be allowed a rebuttal that is limited to or in response to statements or questions made after their presentation. No new matters may be submitted.

6. MAYOR.

- Ask the Town Clerk whether any communications have been received in regard to the application which are not in the Board packet.
- Ask the Board of Trustees if there are any further questions concerning the application.
- Indicate that all reports, statements, exhibits, and written communications presented will be accepted as part of the record.
- Declare the public hearing closed.
- Request Board consider a motion.

7. SUGGESTED MOTION.

- Suggested motion(s) are set forth in the staff report.

8. DISCUSSION ON THE MOTION.

Discussion by the Board on the motion.

9. VOTE ON THE MOTION.

Vote on the motion or consideration of another action.

TOWN OF ESTES PARK
COMMUNITY DEVELOPMENT

Memo

To: Honorable Mayor Koenig
Board of Trustees

Through: Town Administrator Machalek

From: Alex Bergeron, Planner II

Date: February 23, 2021

RE: Resolution 15-21 Approving the First Amended Plat of Lots 4A and 5A of the Amended Plat of Mountain Meadow Subdivision, 2754 and 2758 Ypsilon Circle, Trail Ridge Consulting Engineers, Applicant

---

(Mark all that apply)

☒ PUBLIC HEARING ☐ ORDINANCE ☒ LAND USE
☐ CONTRACT/AGREEMENT ☒ RESOLUTION ☐ OTHER_____

QUASI-JUDICIAL ☒ YES ☐ NO

Objective:
Conduct a public hearing to consider and make a decision on a preliminary and final amended plat.

Present Situation:
2754 and 2758 Ypsilon Circle, legally described as: LOT 4A (5A), AMENDED MOUNTAIN MEADOW SUB, EPK., Parcel ID Numbers 3516415005 and 3516415004, respectively (hereinafter referred to collectively as the "Property"), consists of two vacant, adjacent lots. Both lots are zoned A-1 (Accommodations/Low-Intensity) and are wholly located in the Mountain Meadow Subdivision, as amended in 2017 and first platted in 2016. The lots are both owned by the same party.

Proposal:
It is requested by the owner of the Property to have the lots consolidated into one lot of 0.72 acres in size for private residential development. On January 19, 2021, the Estes Park Planning Commission voted to recommend approval of the Amended Plat.

Advantages:
- Approval of the Amended Plat will allow the adjacent lots of same ownership to be consolidated into one for the enjoyment of the owner.

Disadvantages:
- Amending the existing plat to consolidate two lots into one for single-family residential use removes from existence a lot which could otherwise be developed for the same type of use, effectively reducing the total number of lots suitable for

residential development in Estes Park. It is broadly understood that the cost of living is high in Estes Park, and affordable housing remains relatively scant. Reducing the number of existing buildable lots in Estes Park by any amount may work to further increase costs in the context of “supply and demand” economic principles.

- In addition, consolidating the lots, which are zoned A-1 for Accommodations use, may diminish the tax-revenue-producing capability of the Fall River Road (US-34) corridor, which is located just outside of an entrance to Rocky Mountain National Park, the third most-visited US National Park in 2019 according to the National Park Service.

Action Recommended:
Staff recommends **Approval** of Resolution 15-21, approving the Amended Plat.

Finance/Resource Impact:
Little or none.

Level of Public Interest
Low. Only a few phone calls were received inquiring about the application with no opposition to note.

Sample Motion:
I move that the Town Board of Trustees **APPROVE** Resolution 15-21.

Attachments:
1. Resolution 15-21
2. Vicinity Map
3. Statement of Intent
4. Application Form
5. Amended Plat

RESOLUTION 15-21

APPROVING 1ST AMENDED PLAT OF LOTS 4A AND 5A OF THE AMENDED PLAT OF MOUNTAIN MEADOW SUBDIVISION, TOWN OF ESTES PARK, COLORADO

WHEREAS, an application for a Preliminary and Final Amended Plat was filed by Trail Ridge Consulting Engineers on behalf of Gregory and Sherial Starr (applicant/owner); and

WHEREAS, the Amended Plat would consolidate two existing lots, Lot 4A and Lot 5A, both of Mountain Meadow Subdivision, as amended, of 0.37 and 0.35 acres in size, respectively, into one new lot, Lot 4B, of 0.72 acres in size; and

WHEREAS, a public hearing was held before the Estes Park Planning Commission (EPPC) on January 19, 2021, at the conclusion of which the EPPC voted to recommend approval of the Preliminary Amended Plat with the following findings:

1. This proposal complies with applicable sections of the Estes Park Development Code (EPDC).
2. This request has been submitted to all applicable reviewing agency staff for consideration and comment. No issues or concerns were expressed by reviewing staff relative to code compliance or the provision of public services; and

WHEREAS, the Board of Trustees has reviewed and taken administrative notice of the recommendation of the EPPC and the testimony, application, evidence, documents submitted at the hearing; and

WHEREAS, the Board of Trustees finds the applicants have complied with the applicable requirements of the EPDC.

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

1. The Preliminary and Final Amended Plats of 1st Amended Plat of Lots 4A and 5A of the Amended Plat of Mountain Meadow Subdivision are hereby approved, with the following conditions of approval:

    a. Within 60 days from the date of the Board's approval of the Final Amended Plat, the developer shall submit the final subdivision plat to the Town for recording. If the Final Amended Plat is not submitted for recording within this 60-day time period, the approval shall automatically lapse and be null and void.

DATED this _____ day of _____, 2021.

TOWN OF ESTES PARK

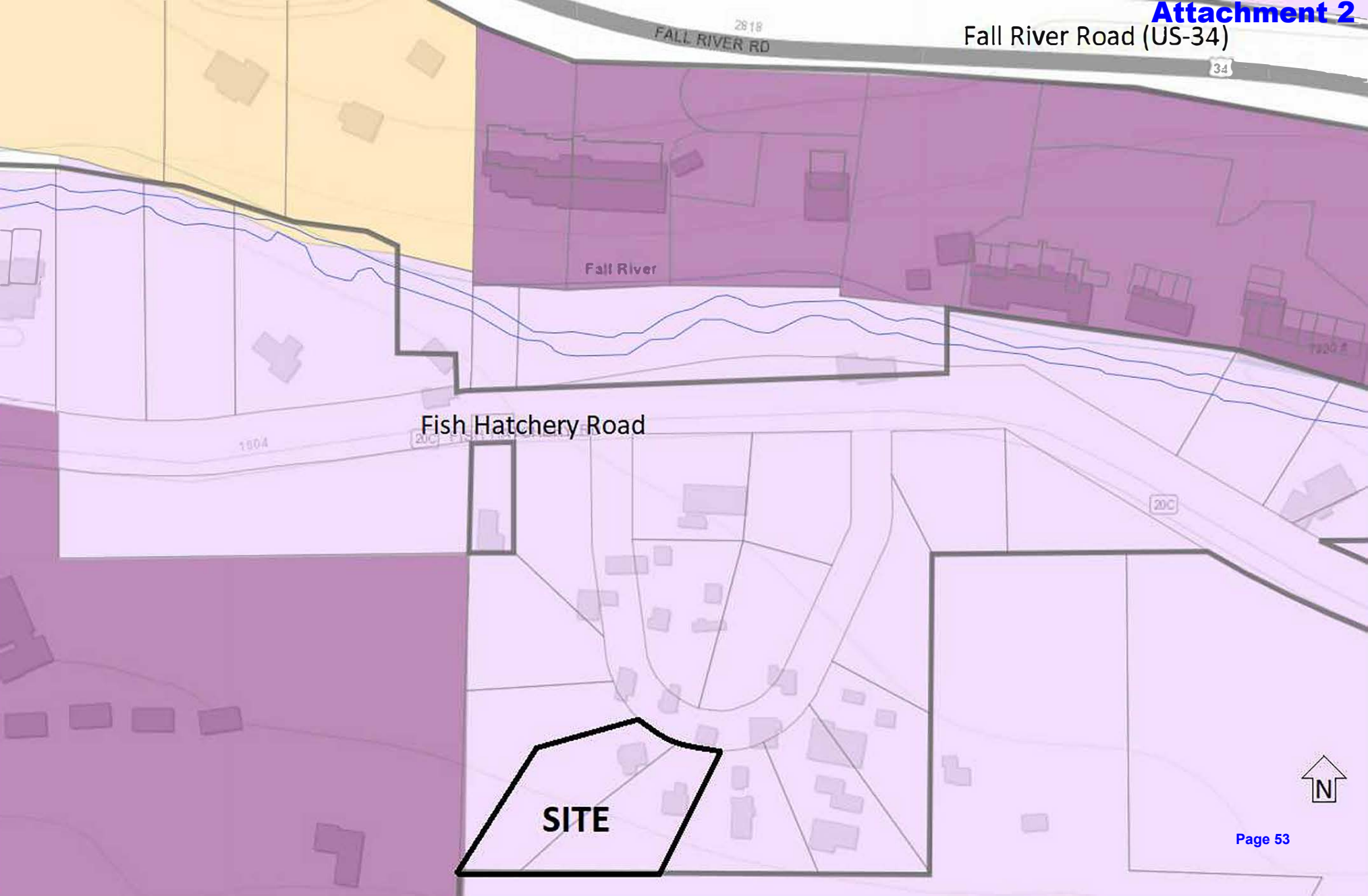
_____
Mayor

ATTEST:

_____
Town Clerk

APPROVED AS TO FORM:

_____
Town Attorney


Fall River Road (US-34)
FALL RIVER RD
2818
34
Fall River
Fish Hatchery Road
1804
20C
SITE
N

TRAIL RIDGE
CONSULTING ENGINEERS

December 31, 2020

Community Development Department
Town of Estes Park
970-577-3729

RE: Statement of Intent for Lot 4A & 5A Mountain Meadow Amended Plat

Dear Planner:

Trail Ridge Consulting Engineers, LLC is pleased to submit this application for an Amended Plat on behalf of subject property owner Gregory and Sherial Starr. This letter is to serve as the Statement of Intent for the proposed project and will provide general descriptions regarding compliance with the key applicable standards for review as defined in the Estes Valley Development Code. Please refer to the Preliminary Amended Plat submitted herewith for specific details regarding the proposed project.

Project Information

The subject properties are located along Ypsilon Circle with approximately .73 acres of land area split between two lots (Lot 4A and 5A of Mountain Meadow Subdivision). Both parcels are currently undeveloped. The property is zoned A-1 Accommodations, .34-acre minimum per the Estes Valley Zoning District Maps. The proposed project is to remove the property line shared by the two vacant lots to create a single lot for the building of a single-family residence.

The project will include dedication of appropriate, applicable easements for utilities, and access. Zoning is proposed to remain unchanged.

Compliance with General Development and Subdivision Standards

Zoning District Standards:

Zoning is to remain unchanged. Lots are currently zoned A-1 Accommodation.

Transportation:

The proposed plat amendment will not affect existing easements, or access.

Electric- Town of Estes Park

The proposed amended plat will eliminate the existing easement along the shared property line that is proposed to be eliminated. This will not affect existing utilities.

Water- Town of Estes Park

The proposed amended plat will eliminate the existing easement along the shared property line that is proposed to be eliminated. This will not affect existing utilities.

Sewer- Upper Thompson Sanitation District

Sewer access will be maintained.

Natural Gas- Xcel Energy

The proposed amended plat will eliminate the existing easement along the shared property line that is proposed to be eliminated. This will not affect existing utilities.

Communications/Broadband- TDS or Century Link

The proposed amended plat will eliminate the existing easement along the shared property line that is proposed to be eliminated. This will not affect existing utilities.

Access

Access will be maintained

Mapped Hazard Areas:

The subject property is not located in any mapped flood area per FEMA and the Town of Estes Park Hazard Mapping.

The Southwest portion of the subject property includes a portion of the Estes Park Wildland Fire Hazard Area per Estes Park Hazard Mapping. There is significant vegetation density on the Southern portion of

the property. All construction on the subject property to comply with applicable Estes Valley Fire District rules and regulations.

The subject property is located in a Geological Hazard Area per the Town of Estes Park Geological Hazard Area Map. The geological hazard is designated as a mapped debris fan and the subject property may be exposed to a debris flow/debris flood hazard. All construction to comply with applicable rules and regulations.

We thank you for time and consideration of the proposed Lot 4A &5A Mountain Meadow Amended Plat. If there are any questions about the project or items discussed above, please don't hesitate to contact me at 970-308-8221.

Sincerely,

David Bangs, P.E.
Principal Engineer
Trail Ridge Consulting Engineers, LLC

ESTES PARK PLANNING DEPARTMENT
APPLICATION

Submittal Date: 10/14/2020

Type of Application — PLEASE CHECK ONLY ONE BOX

- ○ Pre-App
- ○ Development Plan
- ○ Special Review
- ○ Preliminary Subdivision Plat
- ○ Final Subdivision Plat
- ○ Minor Subdivision Plat
- ◉ Amended Plat
- ○ Boundary Line Adjustment
- ○ ROW or Easement Vacation
- ○ Street Name Change Time
- ○ Rezoning Petition
- ○ Annexation Request
- ○ Extension
- ○ Other: Please specify
- Condominium Map
  - ○ Preliminary Map
  - ○ Final Map
  - ○ Supplemental Map

General Information

Project Name	Lot 4A & 5A Mountain Meadow Amended Plat
Project Description	Combine Lots for single family home
Project Address	2754 & 2758 Ypsilon Cir Estes Park CO 80517
Legal Description	Lot 4A (5A), Amended Mountain Meadow Sub, EPK
Parcel ID #	3516415004, 3516415005

Site Information

Lot Size .34, .37 acre — Area of Disturbance in Acres 0

Existing Land Use: Vacant

Proposed Land Use: Single Family Home

Existing Water Service: ☑ Town ☐ Well ☐ None ☐ Other (specify)

Proposed Water Service: ☑ Town ☐ Well ☐ None ☐ Other (specify)

Existing Sanitary Sewer Service: ☐ EPSD ☑ UTSD ☐ Septic ☐ None

Proposed Sanitary Sewer Service: ☐ EPSD ☑ UTSD ☐ Septic

Is a sewer lift station required? ☐ Yes ☑ No

Existing Gas Service: ☑ Xcel ☐ Other ☐ None

Existing Zoning A-1 — Proposed Zoning A-1

Site Access (if not on public street)

Are there wetlands on the site? ☐ Yes ☑ No

Site staking must be completed at the time application is submitted. Complete? ☑ Yes ☐ No

Primary Contact Information

Name of Primary Contact Person: David Bangs, Trail Ridge Consulting Engineers

Complete Mailing Address: 2191 Larkspur Ave Estes Park CO 80517

Primary Contact Person is: ☐ Owner ☑ Applicant ☑ Consultant/Engineer

Attachments

- ☑ Application fee
- ☑ Statement of intent
- ☑ 2 copies (folded) of plat or plan
- ☑ 11" X 17" reduced copy of plat or plan
- ☑ Digital Copies of plats/plans in TIFF or PDF format emailed to planning@estes.org
- ☐ Sign Purchase ($10)

Please review the Estes Park Development Code Appendix B for additional submittal requirements, which may include ISO calculations, drainage report, traffic impact analysis, geologic hazard mitigation report, wildfire hazard mitigation report, wetlands report, and/or other additional information.

Contact Information

Record Owner(s)	Gregory & Sherial Starr
Mailing Address	4682 Sprucedale PL Boulder CO 80301
Phone	
Cell Phone	408-242-9650
Fax	
Email	sherial@comcast.net
Applicant	Sherial Starr
Mailing Address	4682 Sprucedale PL Boulder CO 80301
Phone	
Cell Phone	408-242-9650
Fax	
Email	sherial@comcast.net
Consultant/Engineer	David Bangs, PE, Trail Ridge Consulting Engineers
Mailing Address	2191 Larkspur Ave Estes Park CO 80517
Phone	970-308-8221
Cell Phone	
Fax	
Email	dbangs@trailridgece.com

APPLICATION FEES

For development within the Estes Park Town limits See the fee schedule included in your application packet or view the fee schedule online at www.estes.org/planningforms

All requests for refunds must be made in writing. **All fees are due at the time of submittal.**

MINERAL RIGHT CERTIFICATION

Article 65.5 of Title 24 of the Colorado Revised Statutes requires applicants for Development Plans, Special Reviews, Rezoning, Preliminary and Final Subdivision Plats, Minor Subdivision Plats if creating a new lot, and Preliminary and Final Condominium Maps to provide notice of the application and initial public hearing to all mineral estate owners where the surface estate and the mineral estate have been severed. This notice must be given 30 days prior to the first hearing on an application for development and meet the statutory requirements.

I hereby certify that the provisions of Section 24-65.5-103 CRS have been met.

Names:

Record Owner *PLEASE PRINT:* Gregory & Sherial Starr

Applicant *PLEASE PRINT:* Sherial Starr

Signatures:

Record Owner _____ Date 10/14/2020

Applicant _____ Date 10/14/2020

APPLICANT CERTIFICATION

- I hereby certify that the information and exhibits herewith submitted are true and correct to the best of my knowledge and that in filing the application I am acting with the knowledge and consent of the owners of the property.
- In submitting the application materials and signing this application agreement, I acknowledge and agree that the application is subject to the applicable processing and public hearing requirements set forth in the Estes Park Development Code (EPDC).
- I acknowledge that I have obtained or have access to the EPDC, and that, prior to filing this application, I have had the opportunity to consult the relevant provisions governing the processing of and decision on the application. The Estes Park Development Code is available online at:

  http://www.estes.org/DevCode

- I understand that acceptance of this application by the Town of Estes Park for filing and receipt of the application fee by the Town does not necessarily mean that the application is complete under the applicable requirements of the EPDC.
- I understand that this proposal may be delayed in processing by a month or more if the information provided is incomplete, inaccurate, or submitted after the deadline date.
- I understand that a resubmittal fee will be charged if my application is incomplete.
- The Community Development Department will notify the applicant in writing of the date on which the application is determined to be complete.
- I grant permission for Town of Estes Park Employees and Planning Commissioners with proper identification access to my property during the review of this application.
- I acknowledge that I have received the Estes Park Development Review Application Schedule and that failure to meet the deadlines shown on said schedule may result in my application or the approval of my application becoming null and void. I understand that full fees will be charged for the resubmittal of an application that has become null and void.

Names:

Record Owner *PLEASE PRINT:* Gregory & Sherial Starr

Applicant *PLEASE PRINT:* Sherial Starr

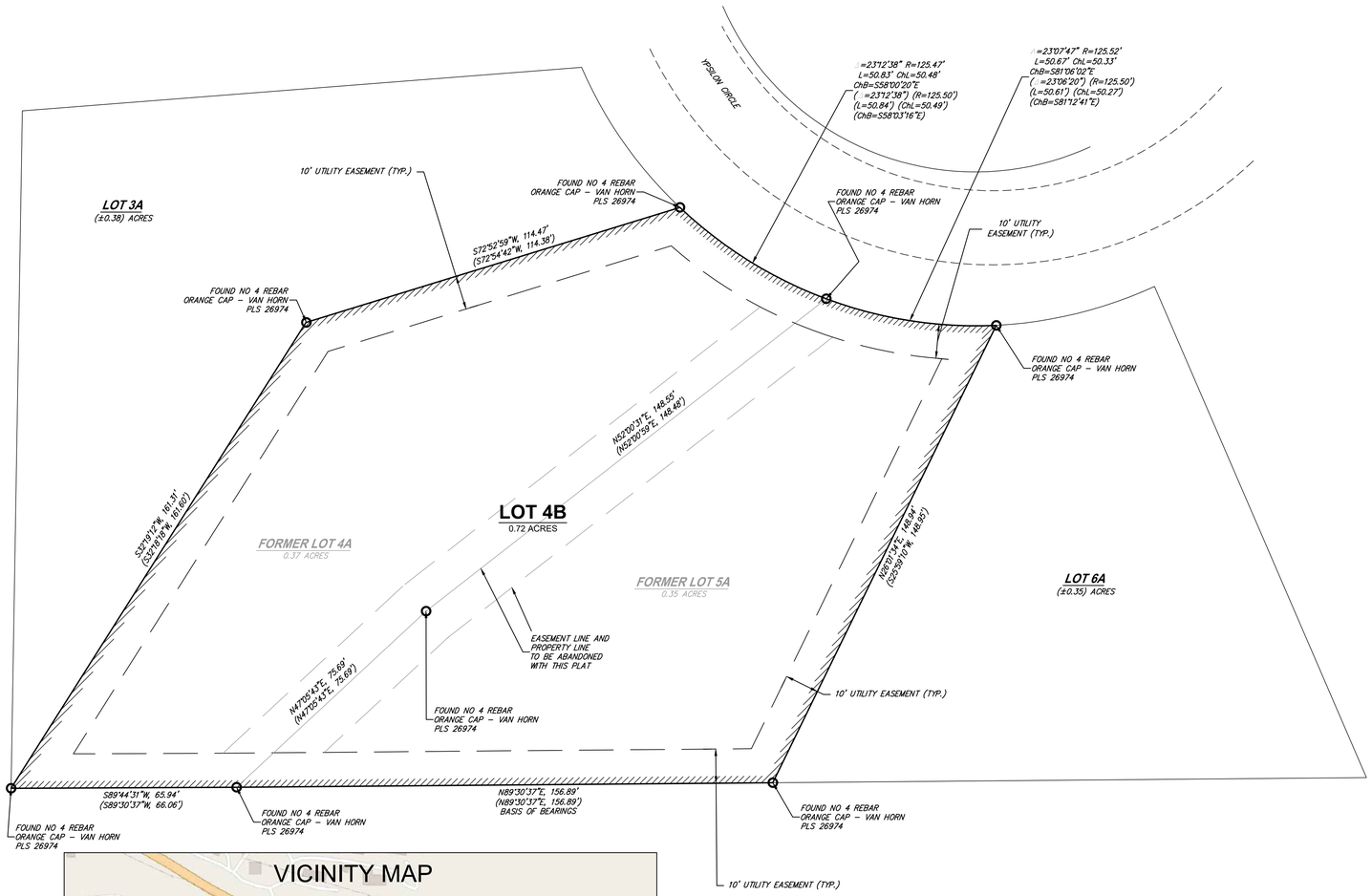
Signatures:

Record Owner _____ Date 10/14/2020

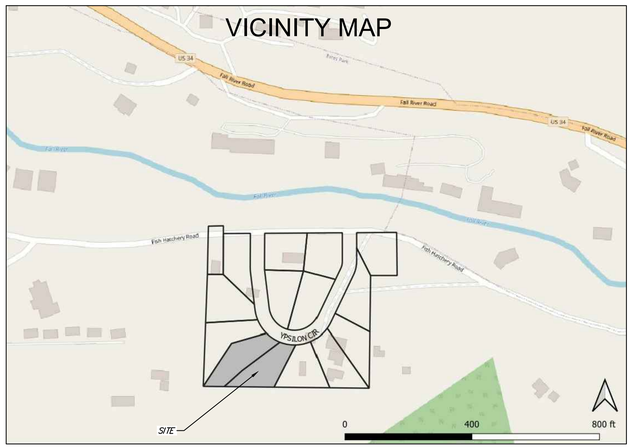
Applicant _____ Date 10/14/2020

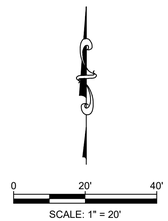
1ST AMENDED PLAT OF LOTS 4A AND 5A OF THE AMENDED PLAT OF MOUNTAIN MEADOW SUBDIVISION

OF A PORTION OF THE SE $\frac{1}{4}$ OF THE SE$\frac{1}{4}$ OF SECTION 16 T5N, R73W OF THE 6TH P.M., TOWN OF ESTES PARK, LARIMER COUNTY, STATE OF COLORADO



VICINITY MAP





CERTIFICATION OF OWNERSHIP AND DEDICATION:

KNOW BY ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BEING THE OWNERS OF THAT PORTION OF THE SOUTHEAST QUARTER OF THE THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 5 NORTH, RANGE 73 WEST OF THE 6TH P.M. TOWN OF ESTES PARK, COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 4A AND 5A OF THE MOUNTAIN MEADOW SUBDIVISION, COUNTY OF LARIMER, STATE OF COLORADO

THE ABOVE DESCRIBED PARCELS CONTAIN 0.73 ACRES MORE OR LESS; HAVE BY THESE PRESENTS CAUSED THE SAME TO BE SURVEYED AND COMBINED INTO ONE LOT TO BE KNOWN AS LOT 4B OF THE AMENDED PLAT OF LOTS 4A AND 5A OF THE AMENDED PLAT OF MOUNTAIN MEADOW SUBDIVISION AND DO ALSO RESERVE PERPETUAL EASEMENTS FOR THE STREETS, INSTALLATION AND MAINTENANCE OF UTILITIES AND FOR IRRIGATION AND DRAINAGE FACILITIES AS ARE LAID OUT AND DESIGNATED ON THIS PLAT, WITNESS OUR HANDS AND SEALS THIS _____ DAY OF _____, 20__.

OWNER:
OWNER(S):
GREGORY STARR

_____
_____, OWNER

STATE OF COLORADO)
)SS
COUNTY OF LARIMER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THE _____ DAY OF _____, 20__ BY _____.
WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____.

_____
NOTARY PUBLIC

SURVEYOR'S CERTIFICATE:

I, MICHAEL T. COSTANZO, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS AMENDED PLAT OF LOT 4A AND 5A OF THE MOUNTAIN MEADOW SUBDIVISION, LOCATED IN SECTION 16, TOWNSHIP 5 NORTH, RANGE 73 WEST OF THE 6TH P.M., TOWN OF ESTES PARK, COUNTY OF LARIMER, STATE OF COLORADO, TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.

COMMUNITY DEVELOPMENT DIRECTOR APPROVAL:

APPROVED BY THE COMMUNITY DEVELOPMENT DIRECTOR OF THE TOWN OF ESTES PARK, COLORADO THIS _____DAY OF _____, 20___.

_____
(SIGNATURE), COMMUNITY DEVELOPMENT DIRECTOR

_____
(PRINTED NAME), COMMUNITY DEVELOPMENT DIRECTOR

BOARD OF TRUSTEES' CERTIFICATE:

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF ESTES PARK, COLORADO ON THIS _____ DAY OF _____, 20___.

_____ _____
WENDY KOENIG, MAYOR ATTEST: JACKIE WILLIAMSON, TOWN CLERK

SURVEYOR NOTES:

1. BEARINGS FOR THIS SURVEY ARE BASED ON THE GEODETIC BEARING N89°30'37"E ON THE SOUTHERN LINE OF LOT 5A, PER THE AMENDED PLAT OF MOUNTAIN MEADOW SUBDIVISION RECORDED IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NUMBER 20170015959, MONUMENTED AS SHOWN HEREON. RECORD BEARINGS PER THE AMENDED PLAT OF MOUNTAIN MEADOW SUBDIVISION ARE ROTATED 00°48'39" COUNTER-CLOCKWISE TO MATCH THE MEASURED GEODETIC BEARINGS.

2. NO TITLE WORK WAS UTILIZED IN THE CREATION OF THIS PLAT. THE FOLLOWING SOURCES ARE USED FOR LOT LINE DETERMINATION AND EASEMENT RESEARCH:
–AMENDED PLAT OF MOUNTAIN MEADOW SUBDIVISION RECORDED AT RECEPTION NO. 20170015959

3. THESE PREMISES ARE SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS OF WAY, VARIANCES AND OR AGREEMENTS AS OF RECORD MAY APPEAR.

4. UNITS FOR THIS SURVEY ARE IN US SURVEY FEET.

5. ACCORDING TO COLORADO LAW, YOU MUST COMMENCE AND LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH A DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

TOWN ENGINEER'S CERTIFICATE

APPROVED BY THE TOWN ENGINEER OF ESTES PARK, COLORADO THIS ___ DAY OF_____, 20__.

_____
(PRINTED NAME)

LEGEND

PROPERTY LOT LINE	
OTHER LOT LINE	
FORMER LOT LINE	
EASEMENT	
FORMER EASEMENT	
ROAD	
FOUND MONUMENT	
MEASURED DIMENSION	00.00'
PLATTED DIMENSION (ROTATED 00°00'56" COUNTER-CLOCKWISE)	(0.00')

DATE	REVISION	BY	NO

CLIENT
GREGORY STARR
4682 SPRUCEDALE PLACE
BOULDER, CO 80301

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TRAIL RIDGE
CONSULTING ENGINEERS
1191 WOODSTOCK DRIVE, ESTES PARK, CO 80517
www.trailridgece.com * 970-308-8221 * dbangs@trailridgece.com

SHEET TITLE	AMENDED PLAT
PROJECT	LOT 4B MTN MEADOW SUBD. ESTES PARK, CO 80517
SHEET	C1
SHEET NO.	1 OF 1
PROJECT:	2020096
DESIGNED:	GWC
DRAWN:	GWC
CHECKED:	MTC
SCALE:	1" = 20'
DATE:	12/17/20

PROCEDURE FOR LAND USE PUBLIC HEARING

Applicable items include: Annexation, Amended Plats, Boundary Line Adjustments, Development Plans, Rezoning, Special Review, Subdivision

1. MAYOR.

The next order of business will be the public hearing on **PLANNING COMMISSION ACTION ITEM 1.C, RESOLUTION 16-21 APPROVING THE AMENDED PLAT OF A PORTION OF LOTS 3, 4 AND 5 OF LITTLE PROSPECT MOUNTAIN ADDITION TO THE TOWN OF ESTES PARK, 153 WESTON LANE, MARGUERITE WEST, OWNER/ APPLICANT.**

- At this hearing, the Board of Trustees shall consider the information presented during the public hearing, from the Town staff, from the Applicant, public comment, and written comments received on the application.
- Has any Trustee had any ex-parte communications concerning this application(s) which are not part of the Board packet.
- Any member of the Board may ask questions at any stage of the public hearing which may be responded to at that time.
- Mayor declares the Public Hearing open.

2. STAFF REPORT.

- Review the staff report.
- Review any conditions for approval not in the staff report.

3. APPLICANT.

- The applicant makes their presentation.

4. PUBLIC COMMENT.

- Any person will be given an opportunity to address the Board concerning the application. All individuals must state their name and address for the record. Comments from the public are requested to be limited to three minutes per person.

5. REBUTTAL.

- The applicant will be allowed a rebuttal that is limited to or in response to statements or questions made after their presentation. No new matters may be submitted.

6. MAYOR.

- Ask the Town Clerk whether any communications have been received in regard to the application which are not in the Board packet.
- Ask the Board of Trustees if there are any further questions concerning the application.
- Indicate that all reports, statements, exhibits, and written communications presented will be accepted as part of the record.
- Declare the public hearing closed.
- Request Board consider a motion.

7. SUGGESTED MOTION.

- Suggested motion(s) are set forth in the staff report.

8. DISCUSSION ON THE MOTION.

Discussion by the Board on the motion.

9. VOTE ON THE MOTION.

Vote on the motion or consideration of another action.

TOWN OF ESTES PARK
COMMUNITY DEVELOPMENT

Memo

To: Honorable Mayor Koenig
Board of Trustees

Through: Town Administrator Machalek

From: Jeffrey Woeber, Senior Planner

Date: *February 23, 2021*

RE: *Resolution 16-21 Approving the Amended Plat of a Portion of Lots 3, 4 and 5 of Little Prospect Mountain Addition to the Town of Estes Park, 153 Weston Lane, Marguerite West, Owner/ Applicant*

(Mark all that apply)

☒ PUBLIC HEARING ☐ ORDINANCE ☒ LAND USE
☐ CONTRACT/AGREEMENT ☒ RESOLUTION ☐ OTHER_____

QUASI-JUDICIAL ☒ YES ☐ NO

Objective:
Conduct a public hearing and make a decision on an Amended Plat application, to rearrange and combine three lots into two lots by adjusting internal lot lines. The proposal involves lots within a platted subdivision.

Present Situation:
The lots were originally platted as the Little Prospect Mountain Addition to the Town of Estes Park in July 1937. Over the years these were reconfigured slightly, resulting in the subject properties, comprised of portions of Lot 3, Lot 4, and Lot 5. Lots immediately to the west of the subject properties were reconfigured through approval and recordation of the D. West Minor Subdivision in 2018 (Recorded in the records of the Larimer County Clerk and Recorder on 8/10/2018 at Reception No. 20180049103). A small portion of Lot 5 remained at that time; a 0.13 acre piece labeled “Lot 5B,” which is now proposed to be combined with the existing Portion of Lot 4, to create Lot 4A. The common internal lot line between the Portion of Lot 3 and Portion of Lot 4 is adjusted to the south, in order to bring a setback encroachment into compliance with the required minimum 10-foot side yard setback in the E (Estate) Zone District. The end result is that Lot 5B is eliminated, and Lot 3A and Lot 4A are reconfigured to both be in compliance with the minimum required standards for the E (Estate) Zone District.

Lot 3A is currently developed with a single-family residence and accessory structure, Lot 4A is undeveloped, vacant ground.

The property is located approximately 1000 feet west of the intersection of Stanley Circle and Stanley Avenue, addressed as 153 Weston Lane.

Proposal:
Applicant requests approval of an amended plat to reconfigure three existing lots into two lots, proposed to be 0.67 and 0.54 acre in size. The property is zoned E (Estate).

Review Criteria

This Amended Plat, per the EPDC, Section 3.9 Subdivisions, is considered a type of "Minor Subdivision." Minor Subdivision requires a recommendation by the EPDC and action by the Town Board.

Agency Comments

This request has been submitted to reviewing agency staff for consideration and comment. No concerns were expressed by reviewing agencies.

Advantage:
Amending the plat as proposed brings these lots, as well as existing structures into compliance with EPDC zoning standards for area and setbacks.

Disadvantages:
None.

Action Recommended:
The Estes Valley Planning Commission unanimously recommended approval of the Amended Plat of a Portion of Lots 3, 4 and 5 of Little Prospect Mountain Addition to the Town of Estes Park on January 19, 2021, with the following findings:

1. This proposal complies with applicable sections of the EPDC.
2. This request has been submitted to all applicable reviewing agency staff for consideration and comment. No significant issues or concerns were expressed by reviewing staff relative to code compliance or the provision of public services.
3. The *Estes Valley Comprehensive Plan's* Community Wide Policies and Future Land Use Code category recommend the subject property be developed as E (Estate). Staff finds the existing residential zoning and use, and the proposed new lot configuration is not inconsistent with the recommendations of the Comprehensive Plan.
4. Within sixty (60) days of the Board's approval of the Final Plat application, the developer shall submit the plat for recording. If the plat is not submitted for recording within this sixty-day time period, the approval shall automatically lapse and be null and void.
5. This is a Planning Commission recommendation to the Town Board.

Finance/Resource Impact:
None

Level of Public Interest
Low.

Notice was published, and sent to adjacent property owners in accordance with the notice requirements in the EPCD Section 3.15 General Notice Provisions.

At the writing, no written comments have been received for this application. Written comments will be posted to www.estes.org/currentapplications if received after finalization of this staff memo.

Sample Motions:
I move that the Town Board of Trustees **approve** Resolution 16-21.

Attachments:
1. Resolution 16-21
2. Vicinity Map
3. Statement of Intent
4. Application
5. Amended Plat

RESOLUTION 16-21

APPROVING THE AMENDED PLAT OF A PORTION OF LOTS 3, 4 AND 5 OF LITTLE PROSPECT MOUNTAIN ADDITION TO THE TOWN OF ESTES PARK

WHEREAS, an application for an Amended Plat, to rearrange and combine three lots into two lots by adjusting internal lot lines was filed by Marguerite West (owner/applicant); and

WHEREAS, the property is located approximately 1000 feet west of the intersection of Stanley Circle and Stanley Avenue, addressed as 153 Weston Lane; and

WHEREAS, the Amended Plat will combine Lot 5B of the D. West Minor Subdivision with a portion of Lot 4 of Little Prospect Mountain Addition to the Town of Estes Park, and adjust the common internal lot line between the Portion of Lot 3 and Portion of Lot 4 of Little Prospect Mountain Addition to the Town of Estes Park, resulting in Lot 5B being eliminated, with Lot 3A and Lot 4A reconfigured to both be in compliance with the minimum required standards for the E (Estate) Zone District; and

WHEREAS, a public meeting was held before the Estes Valley Planning Commission on January 19, 2021, at the conclusion of which the Planning Commission voted to recommend approval of the Amended Plat with the following findings:

1. This proposal complies with applicable sections of the EPDC.
2. This request has been submitted to all applicable reviewing agency staff for consideration and comment. No significant issues or concerns were expressed by reviewing staff relative to code compliance or the provision of public services.
3. The *Estes Valley Comprehensive Plan's* Community Wide Policies and Future Land Use Code category recommend the subject property be developed as E (Estate). Staff finds the existing residential zoning and use, and the proposed new lot configuration is not inconsistent with the recommendations of the Comprehensive Plan.
4. Within sixty (60) days of the Board's approval of the Final Plat application, the developer shall submit the plat for recording. If the plat is not submitted for recording within this sixty-day time period, the approval shall automatically lapse and be null and void.
5. This is a Planning Commission recommendation to the Town Board; and

WHEREAS, a public hearing, preceded by proper public notice, was held by the Board of Trustees on February 23, 2021 and at said hearing all those who desired to be heard were heard and their testimony recorded; and

WHEREAS, the Board of Trustees finds the Amended Plat complies with the applicable requirements of the *Estes Park Development Code*.

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

The Amended Plat of a Portion of Lots 3, 4 and 5 of Little Prospect Mountain Addition to the Town of Estes Park is hereby approved.

DATED this _____ day of _____, 2021.

TOWN OF ESTES PARK

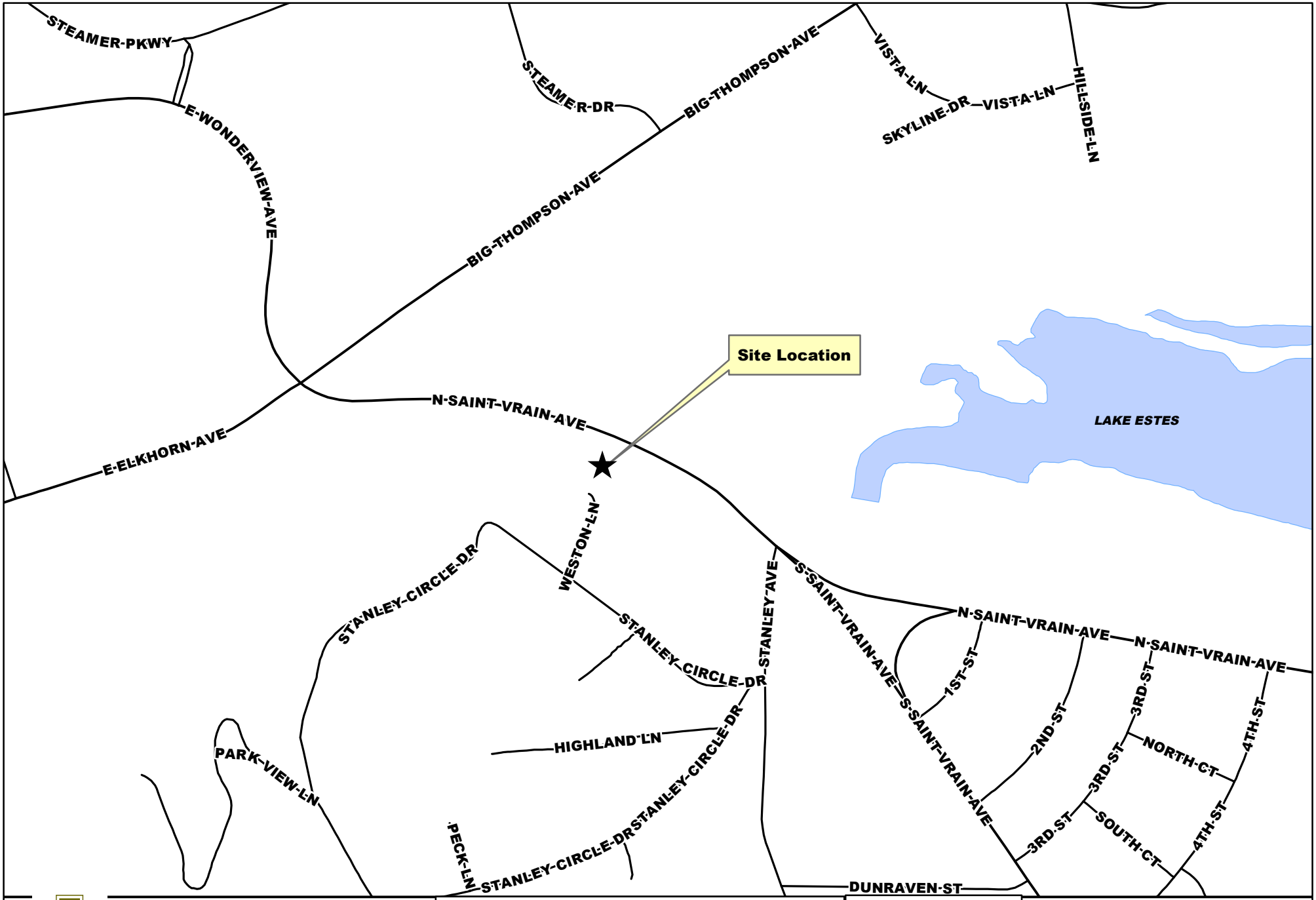
_____
Mayor

ATTEST:

_____
Town Clerk

APPROVED AS TO FORM:

_____
Town Attorney



ESTES PARK COLORADO

Town of Estes Park
Community Development

Project Name: Lots 3, 4, 5 Little Prospect Mountain Addition

Project Description: Amended Plat For Illustrative Purposes Only

0 125 250
Feet

Created By: Jeff Woeber

Printed: 1/12/2021

N
W E
S

TRAIL RIDGE
CONSULTING ENGINEERS

November 16, 2020

Community Development Department
Town of Estes Park
970-577-3729

RE: Statement of Intent for 153 Weston Lane Amended Plat

Dear Planner:

Trail Ridge Consulting Engineers, LLC is pleased to submit this application for an Amended Plat on behalf of subject property owner Marguerite West. This letter is to serve as the Statement of Intent for the proposed project and will provide general descriptions regarding compliance with the key applicable standards for review as defined in the Estes Valley Development Code. Please refer to the Preliminary Amended Plat submitted herewith for specific details regarding the proposed project.

Project Information

The subject properties are located along Weston Lane with approximately 1.05 acres of land area split between three parcels (Portion of Lot 3-developed single-family home, Portion of Lot 4-vacant, and Lot 5B of D. West Minor Subdivision). One parcel is currently developed with single-family residential home and the adjoining lot is vacant. The property is zoned E-Estate, 1/2-acre minimum per the Estes Valley Zoning District Maps. The proposed project is for adjusting the existing lot line shared by the developed and vacant properties and to remove the property line shared by the two vacant lots to create a conforming E-Estates lot size.

The existing lot line shared by the developed property and vacant property causes the existing accessory structure to be non-conforming to EVDC standards, it currently sits over the property line. The amended plat will resolve this issue.

"Portion of Lot 4" and Lot 5B are 0.47 and .13 acres respectively. The Amended Plat will join these lots to create a code compliant lot.

The project will include dedication of appropriate, applicable easements for utilities, and access. Zoning is proposed to remain unchanged.

Compliance with General Development and Subdivision Standards

Zoning District Standards:

Zoning is to remain unchanged. Lots are currently zoned E-Estate.

Transportation:

The proposed plat amended will include existing access easement, and any necessary additional easements.

Electric- Town of Estes Park

The proposed amended plat will dedicate additional electric easement to support the re-routing of the existing overhead electric line running through what is now a portion of Lot 4. (The proposed amended plat will move the existing overhead power lines that cross centrally through Lot 4A to the southeast, and northeast 20' easement boundary along Lot 4A. Powerlines will be moved and placed underground at the Owners expense as approved the Town of Estes Park Power and Communications Department)

Water- Town of Estes Park

The proposed amended plat will not affect existing utility easement

Sewer- Upper Thompson Sanitation District

Sewer access will be maintained.

Natural Gas- Xcel Energy

The proposed amended plat will not affect existing utility easement

Communications/Broadband- TDS or Century Link

The proposed vacated road will become an 80' utility easement.

Access

The amended plat will maintain the existing access easement for parcel #2530275005 lot 5d (undeveloped, neighboring lot). An additional access easement may be included in this amended plat.

Mapped Hazard Areas:

The subject property is not within any mapped hazard areas.

We thank you for time and consideration of the proposed Right-of-Way Vacation and Private Gate Installment of Hillcrest Estates. If there are any questions about the project or items discussed above, please don't hesitate to contact me at 970-308-8221.

Sincerely,

David Bangs, P.E.
Principal Engineer
Trail Ridge Consulting Engineers, LLC

ESTES PARK PLANNING DEPARTMENT
APPLICATION

Submittal Date: 9/16/2020

Type of Application — PLEASE CHECK ONLY ONE BOX

- ○ Pre-App
- ○ Development Plan
- ○ Special Review
- ○ Preliminary Subdivision Plat
- ○ Final Subdivision Plat
- ○ Minor Subdivision Plat
- ◉ Amended Plat
- ○ Boundary Line Adjustment
- ○ ROW or Easement Vacation
- ○ Street Name Change Time
- ○ Rezoning Petition
- ○ Annexation Request
- ○ Extension
- ○ Other: Please specify
- Condominium Map
  - ○ Preliminary Map
  - ○ Final Map
  - ○ Supplemental Map

General Information

Project Name	153 Weston LN
Project Description	Boundary Line Adjustment
Project Address	153 Weston LN Estes Park CO 80517
Legal Description	Meets and Bounds and Lot 5b of D. West Minor Subdivision
Parcel ID #	2530213047

Site Information

Lot Size 1.05 Area of Disturbance in Acres 0

Existing Land Use: Single Family Home

Proposed Land Use: Single Family Home

Existing Water Service: ☑ Town ☐ Well ☐ None ☐ Other (specify)

Proposed Water Service: ☑ Town ☐ Well ☐ None ☐ Other (specify)

Existing Sanitary Sewer Service: ☑ EPSD ☐ UTSD ☐ Septic ☐ None

Proposed Sanitary Sewer Service: ☑ EPSD ☐ UTSD ☐ Septic

Is a sewer lift station required? ☐ Yes ☑ No

Existing Gas Service: ☑ Xcel ☐ Other ☐ None

Existing Zoning E-Estate Proposed Zoning E-Estate

Site Access (if not on public street)

Are there wetlands on the site? ☐ Yes ☑ No

Site staking must be completed at the time application is submitted. Complete? ☑ Yes ☐ No

Primary Contact Information

Name of Primary Contact Person: David Bangs, PE Trail Ridge Consulting Engineers

Complete Mailing Address: 2191 Larkspur Ave Estes Park CO 80517

Primary Contact Person is: ☐ Owner ☐ Applicant ☑ Consultant/Engineer

Attachments

- ☑ Application fee
- ☑ Statement of intent
- ☑ 2 copies (folded) of plat or plan
- ☑ 11" X 17" reduced copy of plat or plan
- ☑ Digital Copies of plats/plans in TIFF or PDF format emailed to planning@estes.org
- ☐ Sign Purchase ($10)

Please review the Estes Park Development Code Appendix B for additional submittal requirements, which may include ISO calculations, drainage report, traffic impact analysis, geologic hazard mitigation report, wildfire hazard mitigation report, wetlands report, and/or other additional information.

Contact Information

Record Owner(s)	Marguerite West
Mailing Address	590 S Taft St., Lakewood, CO 80228
Phone	303-475-9348
Cell Phone	
Fax	
Email	pwest590@msn.com
Applicant	Marguerite West
Mailing Address	590 S Taft St., Lakewood, CO 80228
Phone	303-475-9348
Cell Phone	
Fax	
Email	pwest590@msn.com
Consultant/Engineer	David Bangs, PE, Trail Ride Consulting Engineers
Mailing Address	2191 Larkspur Ave., Estes Park, CO 80517
Phone	970-308-8221
Cell Phone	
Fax	
Email	dbangs@trailridgece.com

APPLICATION FEES

For development within the Estes Park Town limits See the fee schedule included in your application packet or view the fee schedule online at www.estes.org/planningforms

All requests for refunds must be made in writing. **All fees are due at the time of submittal.**

MINERAL RIGHT CERTIFICATION

Article 65.5 of Title 24 of the Colorado Revised Statutes requires applicants for Development Plans, Special Reviews, Rezoning, Preliminary and Final Subdivision Plats, Minor Subdivision Plats if creating a new lot, and Preliminary and Final Condominium Maps to provide notice of the application and initial public hearing to all mineral estate owners where the surface estate and the mineral estate have been severed. This notice must be given 30 days prior to the first hearing on an application for development and meet the statutory requirements.

I hereby certify that the provisions of Section 24-65.5-103 CRS have been met.

Names:

Record Owner *PLEASE PRINT:* Marguerite A West

Applicant *PLEASE PRINT:* Marguerite A West

Signatures:

Record Owner Marguerite A. West Date 10/14/2020

Applicant Marguerite A. West Date 10/14/2020

APPLICANT CERTIFICATION

- I hereby certify that the information and exhibits herewith submitted are true and correct to the best of my knowledge and that in filing the application I am acting with the knowledge and consent of the owners of the property.

- In submitting the application materials and signing this application agreement, I acknowledge and agree that the application is subject to the applicable processing and public hearing requirements set forth in the Estes Park Development Code (EPDC).

- I acknowledge that I have obtained or have access to the EPDC, and that, prior to filing this application, I have had the opportunity to consult the relevant provisions governing the processing of and decision on the application. The Estes Park Development Code is available online at:

  http://www.estes.org/DevCode

- I understand that acceptance of this application by the Town of Estes Park for filing and receipt of the application fee by the Town does not necessarily mean that the application is complete under the applicable requirements of the EPDC.

- I understand that this proposal may be delayed in processing by a month or more if the information provided is incomplete, inaccurate, or submitted after the deadline date.

- I understand that a resubmittal fee will be charged if my application is incomplete.

- The Community Development Department will notify the applicant in writing of the date on which the application is determined to be complete.

- I grant permission for Town of Estes Park Employees and Planning Commissioners with proper identification access to my property during the review of this application.

- I acknowledge that I have received the Estes Park Development Review Application Schedule and that failure to meet the deadlines shown on said schedule may result in my application or the approval of my application becoming null and void. I understand that full fees will be charged for the resubmittal of an application that has become null and void.

Names:

Record Owner *PLEASE PRINT:* Marguerite A West

Applicant *PLEASE PRINT:* Marguerite A West

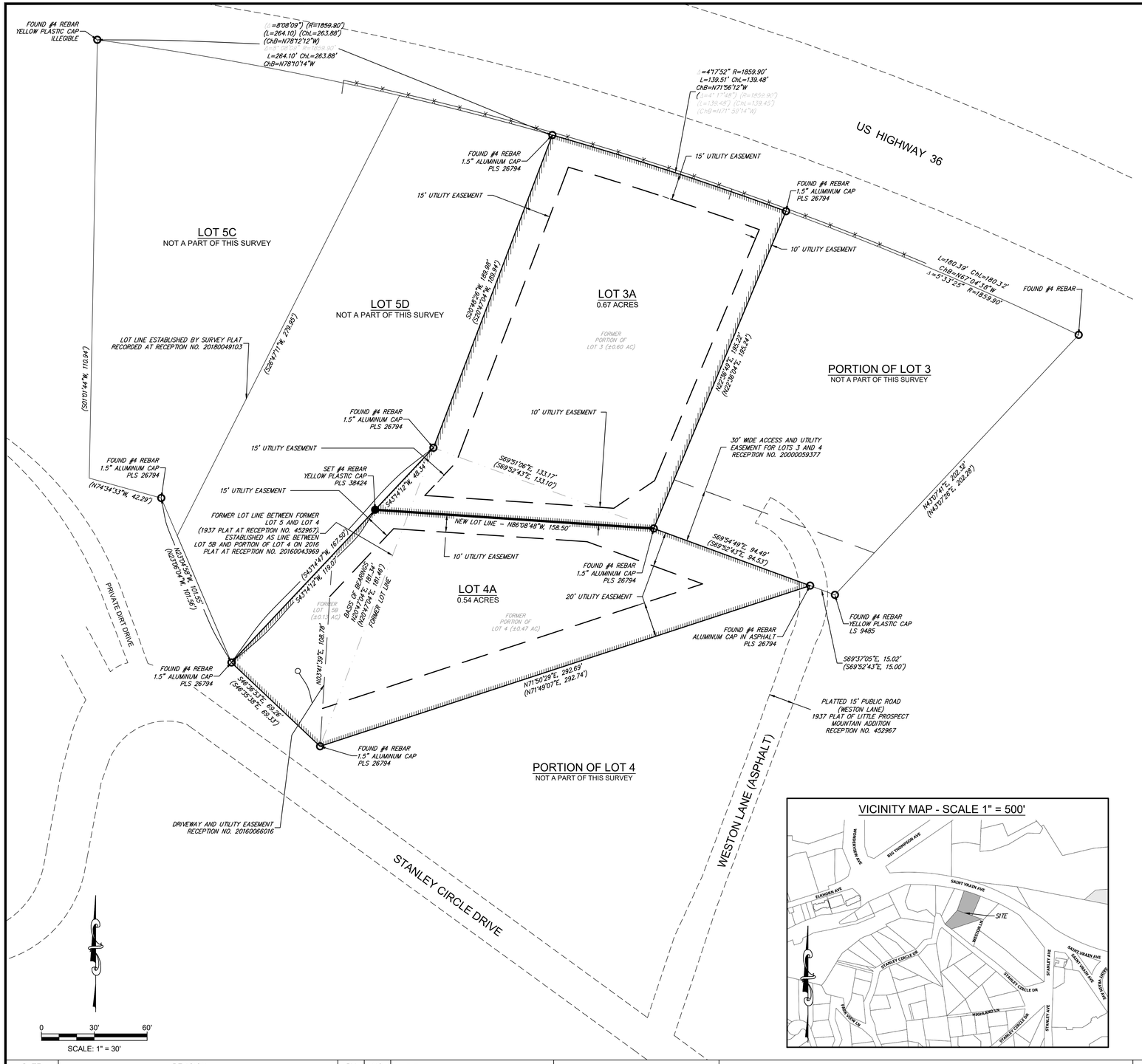
Signatures:

Record Owner Marguerite A. West Date 10/14/2020

Applicant Marguerite A. West Date 10/14/2020

AMENDED PLAT OF A PORTION OF LOTS 3, 4 AND 5

OF LITTLE PROSPECT MOUNTAIN ADDITION TO THE TOWN OF ESTES PARK, LARIMER COUNTY, COLORADO.
LOCATED IN THE NE ¼ OF S25, T5N, R73W OF THE 6TH P.M. AND IN THE NW ¼ OF S30, T5N, R72W OF THE 6TH P.M., LARIMER COUNTY, STATE OF COLORADO



CERTIFICATION OF OWNERSHIP AND DEDICATION:

KNOW BY ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BEING THE OWNERS OF THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 5 NORTH, RANGE 73 WEST OF THE 6TH P.M. AND OF THAT PORTION OF THE NORTHWEST QUARTER OF OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 5 NORTH, RANGE 72 WEST, TOWN OF ESTES PARK, COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF LOTS 3, 4, AND 5 OF LITTLE PROSPECT MOUNTAIN ADDITION TO THE TOWN OF ESTES PARK, LARIMER COUNTY, COLORADO

THE ABOVE DESCRIBED PARCELS CONTAIN 1.21 ACRES MORE OR LESS; HAVE BY THESE PRESENTS CAUSED THE SAME TO BE SURVEYED AND PARTITIONED INTO LOTS TO BE KNOWN AS LOT 4A AND 3A OF THE AMENDED PLAT OF A PORTION OF LOTS 3, 4 AND 5 AND DO ALSO RESERVE PERPETUAL EASEMENTS FOR THE STREETS, INSTALLATION AND MAINTENANCE OF UTILITIES AND FOR IRRIGATION AND DRAINAGE FACILITIES AS ARE LAID OUT AND DESIGNATED ON THIS PLAT, WITNESS OUR HANDS AND SEALS THIS _____ DAY OF _____, 20__.

OWNER:
OWNER(S):
MARGUERITE A. WEST

_____
_____, OWNER

STATE OF COLORADO)
)SS
COUNTY OF LARIMER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THE _____ DAY OF _____, 20___ BY _____.
WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____.

_____
NOTARY PUBLIC

SURVEYOR'S CERTIFICATE:

I, MICHAEL T. COSTANZO, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS AMENDED PLAT OF A PORTION OF LOTS 3, 4 AND 5, OF LITTLE PROSPECT MOUNTAIN ADDITION TO THE TOWN OF ESTES PARK, LARIMER COUNTY, COLORADO. LOCATED IN THE NE 1/4 OF S25, T5N, R73W OF THE 6TH P.M. AND IN THE NW 1/4 OF S30, T5N, R72W OF THE 6TH P.M., TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.

SURVEYOR NOTES:

1. BEARING STATEMENT: BEARINGS FOR THIS SURVEY ARE BASED ON THE GEODETIC BEARING N20°47'04"E ON THE FORMER WESTERN LOT LINE OF LOT 4, PER THE IMPROVEMENT SURVEY PLAT OF A PORTION OF LOTS 3 AND 4 AND LOT 5 OF THE LITTLE PROSPECT MOUNTAIN ADDITION TO THE TOWN OF ESTES PARK, LARIMER COUNTY, COLORADO RECORDED IN THE LARIMER COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NUMBER 20160043969, MONUMENTED AS SHOWN HEREON. RECORD BEARINGS PER THE IMPROVEMENT SURVEY PLAT OF A PORTION OF LOTS 3 AND 4 AND LOT 5 OF THE LITTLE PROSPECT MOUNTAIN ADDITION TO THE TOWN OF ESTES PARK, LARIMER COUNTY, COLORADO ARE ROTATED 00°00'56" COUNTER-CLOCKWISE TO MATCH THE MEASURED GEODETIC BEARINGS.

2. THE FOLLOWING SOURCES ARE USED FOR LOT LINE DETERMINATION AND EASEMENT RESEARCH:
- ROCKY MOUNTAIN ESCROW AND TITLE, INC. FILE #: RM3457-15
- ROCKY MOUNTAIN ESCROW AND TITLE, INC. FILE #: RM3889-16
- IMPROVEMENT SURVEY PLAT (2016) AT RECEPTION NUMBER 20160043969
- D. WEST MINOR SUBDIVISION PLAT (2018) AT RECEPTION NUMBER 2018049103
- PLAT OF LITTLE PROSPECT MOUNTAIN ADDITION (1937) AT RECEPTION NUMBER 452967

3. THESE PREMISES ARE SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS OF WAY, VARIANCES AND OR AGREEMENTS AS OF RECORD MAY APPEAR.

4. THE LINEAL UNIT OF MEASUREMENT FOR THIS SURVEY IS THE US SURVEY FOOT.

5. ACCESS AND UTILITIES:

ALL UTILITIES: UTILITY EASEMENTS ALONG ALL PROPERTY LINES OF LOT 3A AND LOT 4A TO BE DEDICATED WITH THIS PLAT. CONSULT PLAT DRAWING FOR SPECIFIC DIMENSIONS ALONG EACH LOT LINE.

ELECTRIC: NEW 20' UTILITY EASEMENT (TO BE DEDICATED WITH THIS PLAT) ALONG THE SOUTHEASTERN LOT LINE OF LOT 4A WILL BE USED TO RE-ROUTE UNDERGROUND AND ELECTRIC FIBER LINES. THE EXISTING OVERHEAD ELECTRIC LINE ON LOT 4A WILL BE ABANDONED.

SEWER: PRESCRIPTIVE EASEMENTS EXIST FOR ALL SERVICE LINES CURRENTLY EXISTING ON LOTS 3A AND 4A THAT RUN TO THE NORTH TOWARD US HIGHWAY 36 TO THE MAIN SEWER LINE. NO FORMAL EASEMENT WAS FOUND IN THE TITLE WORK PROVIDED. THE 15' EASEMENT (TO BE DEDICATED WITH THIS PLAT) ON THE WESTERN LOT LINES OF LOT 4A AND 3A WILL SERVE AS THE CORRIDOR FOR ANY NEW SEWER SERVICE LINES NEEDED FOR LOT 4A.

ACCESS: A 30' WIDE ACCESS AND UTILITY EASEMENT EXISTS FOR LOTS 3 AND 4 FROM WESTON LANE ACROSS A PORTION OF LOT 3A RECORDED AT THE LARIMER COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION #20000059377. A DRIVEWAY AND UTILITY EASEMENT FOR LOT 5D EXISTS FROM STANLEY CIRCLE DRIVE ACROSS LOT 4A RECORDED AT THE LARIMER COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION # 20160066016.

6. ACCORDING TO COLORADO LAW, YOU MUST COMMENCE AND LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH A DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

TOWN ENGINEER'S CERTIFICATE

APPROVED BY THE TOWN ENGINEER OF ESTES PARK, COLORADO THIS ___ DAY OF_____, 20__.

_____
(PRINTED NAME)

BOARD OF TRUSTEES' CERTIFICATE:

APPROVED AND ACCEPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF ESTES PARK, COLORADO ON THIS _____ DAY OF _____, 20__.

_____
WENDY KOENIG, MAYOR

_____
ATTEST: JACKIE WILLIAMSON, TOWN CLERK

VICINITY MAP - SCALE 1" = 500'

LEGEND

PROPERTY LOT LINE	———	FOUND MONUMENT	○
OTHER LOT LINE	———	SET MONUMENT AS DESCRIBED	●
FORMER LOT LINE	– – – –	MEASURED DIMENSION	00.00'
EASEMENT	— ——— —	PLATTED DIMENSION (ROTATED 00°00'56" COUNTER-CLOCKWISE)	(0.00')
NEW EASEMENT	— — —		
ROAD	– – – –		
FENCE	——x——x——		

DATE	REVISION	BY	NO

CLIENT
MARGUERITE WEST
153 WESTON LANE
ESTES PARK, CO 80517

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www.trailridgece.com * 970-308-8221 * dbangs@trailridgece.com

SHEET TITLE	AMENDED PLAT
PROJECT	153 WESTON LANE ESTES PARK, CO 80517
SHEET	C1
SHEET NO.	1 OF 1
PROJECT:	2020097
DESIGNED:	GWC
DRAWN:	BOR
CHECKED:	MTC
SCALE:	1" = 30'
DATE:	2/2/21

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PROCEDURE FOR LAND USE PUBLIC HEARING

Applicable items include: Annexation, Amended Plats, Boundary Line Adjustments, Development Plans, Rezoning, Special Review, Subdivision

1. MAYOR.

The next order of business will be the public hearing on **PLANNING COMMISSION ACTION ITEM 1.D, RESOLUTION 17-21 APPROVING A SPECIAL REVIEW, "STEALTH WIRELESS COMMUNICATION FACILITY," 1575 S. SAINT VRAIN AVENUE, VERIZON WIRELESS, APPLICANT, POWDER RIVER DEVELOPMENT SERVICES, LLC, APPLICANT'S REPRESENTATIVE, MOUNTAIN VIEW BIBLE FELLOWSHIP, PROPERTY OWNER.**

- At this hearing, the Board of Trustees shall consider the information presented during the public hearing, from the Town staff, from the Applicant, public comment, and written comments received on the application.
- Has any Trustee had any ex-parte communications concerning this application(s) which are not part of the Board packet.
- Any member of the Board may ask questions at any stage of the public hearing which may be responded to at that time.
- Mayor declares the Public Hearing open.

2. STAFF REPORT.

- Review the staff report.
- Review any conditions for approval not in the staff report.

3. APPLICANT.

- The applicant makes their presentation.

4. PUBLIC COMMENT.

- Any person will be given an opportunity to address the Board concerning the application. All individuals must state their name and address for the record. Comments from the public are requested to be limited to three minutes per person.

5. REBUTTAL.

- The applicant will be allowed a rebuttal that is limited to or in response to statements or questions made after their presentation. No new matters may be submitted.

6. MAYOR.

- Ask the Town Clerk whether any communications have been received in regard to the application which are not in the Board packet.
- Ask the Board of Trustees if there are any further questions concerning the application.
- Indicate that all reports, statements, exhibits, and written communications presented will be accepted as part of the record.
- Declare the public hearing closed.
- Request Board consider a motion.

7. SUGGESTED MOTION.

- Suggested motion(s) are set forth in the staff report.

8. DISCUSSION ON THE MOTION.

Discussion by the Board on the motion.

9. VOTE ON THE MOTION.

Vote on the motion or consideration of another action.

Memo

TOWN OF ESTES PARK
COMMUNITY DEVELOPMENT

To: Honorable Mayor Koenig
Board of Trustees

Through: Town Administrator Machalek

From: Jeffrey Woeber, Senior Planner

Date: *February 23, 2021*

RE: *Resolution 17-21 Approving a Special Review, Stealth Wireless Communication Facility, 1575 S. Saint Vrain Avenue, Verizon Wireless, Applicant, Powder River Development Services, LLC, Applicant's Representative, Mountain View Bible Fellowship, Property Owner*

(Mark all that apply)

☒ PUBLIC HEARING ☐ ORDINANCE ☒ LAND USE
☐ CONTRACT/AGREEMENT ☒ RESOLUTION ☐ OTHER_____

QUASI-JUDICIAL ☒ YES ☐ NO

Objective:
Applicant requests approval of an S1 Special Review to allow a "Wireless Telecommunication Facility," "Concealed (Stealth) Antenna," in an A (Accommodations) Zoning District.

Applicant's letter of request and application submittal materials are attached as **Attachment 2 - 7**.

The entire submittal is also available for review online as pdf documents, through the following link: www.estes.org/currentapplications

Present Situation:
Cell phone coverage in mountain areas, including the Estes Valley, has greatly improved over the last several years. However, there are areas where service is weak or nonexistent, including areas generally in the southern part of Estes Park. The service provider/applicant, Verizon Wireless, has determined that a new cell tower/antenna is necessary to improve service in this area. Materials submitted by the applicant, attached, include an Engineering Necessity Case which details the deficiencies in coverage and the basis for needing a new wireless communications facility (WCF) at the proposed location. Health, safety and welfare factors into cell coverage, with many people now relying solely on cell phones. Cellphones are also utilized by various emergency service agencies.

Proposal:
The site is located at 1575 South Saint Vrain Avenue (State Highway 7), located at the northwest corner of the intersection of South Saint Vrain Avenue and Peak View Drive. See vicinity maps on page 1 of the applicant's plan set (**Attachment 4)**. The applicant has made arrangements to lease a

576 square foot area within a 4.32± acre parcel. This parcel is the location of the Mountain View Bible Fellowship church. Larimer County Assessor's records show the church was established at this location in 1982.

The 18 x 32 foot WCF area would be fenced, and contain equipment cabinets and the tower, which will be disguised as a pine tree ("Monopine"), 75 feet in height. The applicant has included an access easement for the WCF site in the lease agreement. Access would be via the existing church access and parking lot. The application submittal materials, attached, provide extensive, detailed descriptions of the WCF, along with a photo simulation of the Monopine.

REVIEW PROCESS

An S1 use requires "Board Action," (Town Board) per Section 3.2 of the *Estes Park Development Code* (EPDC).

The "Wireless Telecommunication Facility" is identified as a use allowed in the A (Accommodations) Zoning, subject to the Additional Regulations in Section 5.1.T. of the EPDC. Section 5.1.T., under the EPDC's Chapter 5 Use Regulations, contains Specific Use Standards for "Wireless Telecommunications Facilities."

Section 5.1.T. is not easy to decipher, and contains some references to terminology and technology that is somewhat outdated. For consistency, staff is following precedent for the review process established with a previous WCF/Monopine Special Review in May 2019. This was for a Monopine WCF at the YMCA of the Rockies. Both that WCF proposal, and the current Verizon application applied the "order of preference" that is defined in the Larimer County Code, Section 16 "Commercial Mobile Radio Service (CMRS) Facilities." This is per the EPDC, Subsection 5.1.T.3. This "order of preference" is as follows:

> 16.1.2. - Where allowed.
> A. *Zoning.* CMRS facilities are allowed as a principal or underlying use on a property as follows:
> B. *Preferred CMRS facilities.* The order of preference for new permanent CMRS facilities is (from most-preferred to least-preferred and based on technical feasibility):
> 1. Co-location on existing CMRS or broadcast antenna towers.
> 2. Attached antennas.
> 3. Concealed antennas.
> 4. Microcell antenna towers.
> 5. Antenna towers.
>
> New CMRS facilities must use the most preferred facility type where technically feasible. A lesser preferred facility type is allowed only if the applicant presents substantial evidence to show it will have a lesser visual impact than the use of more preferred facilities and that the applicant's desired geographic area cannot be served by using more preferred facilities.

It has been determined that Nos. 1 and 2 above, co-location, or an attached antenna, are not adequate or technically feasible to provide coverage in this area, and No. 3, a concealed antenna, is needed (see Engineering Necessity Case **in Attachment 7**.

The Code interpretation made previously by staff and legal counsel is that the review and approval process for this concealed antenna is an S1 Special Review, per Section 5.1.T.

Staff notes this application is being reviewed, per EPDC requirements, for compliance with the Larimer County Code Section 16 that was in place with adoption of the EPDC in 2000. Larimer County has since rewritten their WCF regulations, with new regulations approved and adopted by the County in October 2019. Estes Park Planning staff are currently processing a code amendment, to replace the existing WCF regulations in the EPDC with entirely new regulations. Staff anticipates bringing this code amendment to the Planning Commission and Town Board in the next few months.

SPECIAL REVIEW CRITERIA

The following is from the EPDC, Chapter 3 Review Procedures and Standards, Section 3.5 Special Review Uses:

A. **Procedures for Approval of Special Review Uses.** Applications for approval of a special review use shall follow the standard development approval process set forth in §3.2 of this Chapter. Uses that require a Special Review and are subject to the regulations of this section are stated in Table 4-1: Permitted Uses: Residential Zoning Districts and Table 4-4: Permitted Uses: Nonresidential Zoning Districts.
Special Review Uses shall be reviewed through an S1 or S2 procedure. Those uses that have a wider public interest or impact shall be reviewed through the S2 procedure. Both review procedures provide an opportunity to allow the use when there are minimal impacts, to allow the use but impose mitigation measure to address identified concerns, or to deny the use if findings establish that concerns cannot be resolved.

Approval of a Special Review Use shall not constitute a change in the base zoning district and shall be granted only for the specific use approved at the specific site. Approval is subject to such modifications, conditions, and restrictions as may be deemed appropriate by the Decision Making Body.

B. **Standards for Review.** All applications for a special review use shall demonstrate compliance with all applicable criteria and standards set forth in Chapter 5, "Use Regulations," of this Code. As mentioned above, the EPDC, Section 5.1.T., requires “Compliance with Larimer County Wireless Facilities Siting Regulations,” which has been addressed in the applicant’s submittal. See **Attachment 6**.

Applications for S1 or S2 Special Review shall provide a narrative that describes how the proposed use fulfills the applicable requirements and standards for the use. In order to minimize adverse impacts of the proposed use, an approval of Special Review Use may be conditioned based upon information provided in the narrative and staff findings.

For purposes of the Special Review, the narrative shall describe the following, as applicable:

1. The proposed use and its operations;
2. Traffic generation including a Traffic Impact Study if determined necessary by the Decision Making Body;
3. Existing zoning compatibility;
4. Location of parking and loading, including size, location, screening, drainage, landscaping, and surfacing;
5. Effect on off-site parking;
6. Street access points, including size, number, location and/or design;
7. Hours of operation, including when certain activities are proposed to occur;
8. Exterior lighting;

9. Effects on air and water quality;

10. Environmental effects which may disturb neighboring property owners such as;

a. Glare. This may be described in terms of location, design, intensity and shielding;

b. Noise; and

c. Dust;

11. Height, size, setback, and location of buildings and activities;

12. Any diking, berms, screening or landscaping, and standards for their installation and maintenance; and

13. Other resources. This description shall include information on protection and preservation of existing trees, vegetation, water resources, habitat areas, drainage areas, historic resources, cultural resources, or other significant natural resources.

The applicant's submittal includes a narrative describing and addressing Nos. 1 – 13 (**Attachment 5**).

REVIEWING AGENCY COMMENTS

This application has been submitted to reviewing agency staff for consideration and comment. No significant issues or concerns were expressed by reviewing staff. Staff notes no water or wastewater service is needed for this proposed use, and there is existing access to the WCF site.

The Town of Estes Park Public Works Department emailed comments for the project, including requirements for stormwater and erosion control management. Public Works finds the existing church infrastructure to be acceptable for construction and operation of the WCF.

The Estes Valley Fire District has reviewed the proposed antenna and facility, and provided comments to the applicant regarding posting emergency contact information at the site, and requiring a permit for construction activities involving "hot work" such as welding or blasting.

The Town of Estes Park Utilities has "no objections" to this project.

Applicant understands and is aware of agency requirements. Staff will monitor and ensure compliance when permitting and construction are underway.

NEIGHBORHOOD AND COMMUNITY MEETING

In accordance with the requirements in Section 3.2 of the EPDC, the applicant held a Neighborhood and Community Meeting on December 15, 2020. Several people attended the online meeting, where the applicant presented the project and answered general questions.

Advantage:

- Provides for more efficient and effective wireless/cell coverage in the Town of Estes Park and the Estes Valley.

Disadvantages:

- None.

Action Recommended:

Staff recommends approval of the Special Review application, with the following finding:

1. Staff finds that the proposed Wireless Communication Facility use would meet all applicable and procedures, standards, and criteria as required within the *Estes Park Development Code*.

Finance/Resource Impact:
None.

Level of Public Interest:
Low. Staff has received one call, where an adjacent property owner asked a general question regarding the neighborhood meeting, which had been rescheduled due to the fires near Estes Park in October. The applicant did send new notices of the rescheduled meeting. At this writing, staff has received no additional questions or comments regarding the proposed WCF.

www.estes.org/currentapplications
Comments will be added to this webpage as they are received.

Sample Motion:
I move that the Town Board approve Resolution 17-21.

Attachments:
1. Resolution 17-21
2. Application
3. Statement of Intent
4. Verizon WCF Plan Set
5. Special Review Narrative
6. Larimer County Code Performance Standards Narrative
7. Engineering Necessity for WCF
8. Photo Simulation

RESOLUTION 17-21

APPROVING AN S1 SPECIAL REVIEW FOR A STEALTH WIRELESS COMMUNICATION FACILITY AT 1575 S. SAINT VRAIN AVENUE

WHEREAS, an application for an S1 Special Review for a "Wireless Telecommunication Facility," "Concealed (Stealth) Antenna" was filed by Verizon Wireless (applicant); and

WHEREAS, the subject property is a 576 square foot leased area on a property located at 1575 South Saint Vrain Avenue (State Highway 7), located at the northwest corner of the intersection of South Saint Vrain Avenue and Peak View Drive; and

WHEREAS, the subject property is located within an A (Accommodations) Zoning District; and

WHEREAS, The wireless communication facility (WCF) involves a leased area, 18 x 32 feet in size which will be fenced, and contain equipment cabinets and the tower, which will be disguised as a pine tree ("Monopine"), 75 feet in height; and

WHEREAS, a public hearing, preceded by proper public notice, was held by the Board of Trustees on February 23, 2021 and at said hearing all those who desired to be heard were heard and their testimony recorded; and

WHEREAS, the Board of Trustees finds the Wireless Communication Facility use would meet all applicable and procedures, standards, and criteria as required within the *Estes Park Development Code*.

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

The S1 Special Review for a "Wireless Telecommunication Facility," "Concealed (Stealth) Antenna," is hereby approved.

DATED this _____ day of _____, 2021.

TOWN OF ESTES PARK

_____
Mayor

ATTEST:

_____
Town Clerk

APPROVED AS TO FORM:

_____
Town Attorney

ESTES PARK PLANNING DEPARTMENT
APPLICATION

Submittal Date: September 15, 2020

Type of Application — PLEASE CHECK ONLY ONE BOX

- ○ Pre-App
- ○ Development Plan
- ○ Special Review
- ○ Preliminary Subdivision Plat
- ○ Final Subdivision Plat
- ○ Minor Subdivision Plat
- ○ Amended Plat
- ○ Boundary Line Adjustment
- ○ ROW or Easement Vacation
- ○ Street Name Change Time
- ○ Rezoning Petition
- ○ Annexation Request
- ○ Extension
- ○ Other: Please specify _____

Condominium Map
- ○ Preliminary Map
- ○ Final Map
- ○ Supplemental Map

General Information

Project Name	FTC Pinewood
Project Description	Verizon Wireless 75' Monopine Telecommunications Tower
Project Address	1575 S. Saint Vrain Ave
Legal Description	COM AT CTR 1/4 COR OF SEC 35-5-72; ALSO BEG AT CTR 1/4 COR OF 31-5-72
Parcel ID #	2531305931

Site Information

Lot Size 188,179 Area of Disturbance in Acres .01329 ACRES

Existing Land Use Church

Proposed Land Use Church with Telecom Tower

Existing Water Service ☐ Town ☐ Well ☐ None ☐ Other (specify) n/a

Proposed Water Service ☐ Town ☐ Well ☐ None ☐ Other (specify) n/a

Existing Sanitary Sewer Service ☐ EPSD ☐ UTSD ☐ Septic ☑ None

Proposed Sanitary Sewer Service ☐ EPSD ☐ UTSD ☐ Septic

Is a sewer lift station required? ☐ Yes ☑ No

Existing Gas Service ☐ Xcel ☐ Other ☑ None

Existing Zoning A Proposed Zoning A (no change)

Site Access (if not on public street) Peak View Dr

Are there wetlands on the site? ☐ Yes ☑ No

Site staking must be completed at the time application is submitted. Complete? ☑ Yes ☐ No

Primary Contact Information

Name of Primary Contact Person Jen Daniels

Complete Mailing Address PO Box 1006 Crested Butte CO 81224

Primary Contact Person is ☐ Owner ☐ Applicant ☑ Consultant/Engineer

Attachments

- ☑ Application fee
- ☑ Statement of intent
- ☑ 2 copies (folded) of plat or plan
- ☑ 11" X 17" reduced copy of plat or plan
- ☑ Digital Copies of plats/plans in TIFF or PDF format emailed to planning@estes.org
- ☑ Sign Purchase ($10)

Please review the Estes Park Development Code Appendix B for additional submittal requirements, which may include ISO calculations, drainage report, traffic impact analysis, geologic hazard mitigation report, wildfire hazard mitigation report, wetlands report, and/or other additional information.

Contact Information

Record Owner(s)	Mountain View Bible Fellowship
Mailing Address	1575 S Saint Vrain Ave, Estes Park CO 80517
Phone	(970) 586-3395 (Main)
Cell Phone	(970) 214-0913
Fax	
Email	rcandpc@lpbroadband.net
Applicant	Verizon Wireless
Mailing Address	9656 South Prosperity Road, West Jordan, Utah 84088
Phone	
Cell Phone	
Fax	
Email	brandon.kiser3@verizonwireless.com
Consultant/Engineer	Jen Daniels
Mailing Address	PO Box 1006 Crested Butte CO 81224
Phone	
Cell Phone	303-550-4820
Fax	
Email	jen.daniels@powderriverdev.com

APPLICATION FEES

For development within the Estes Park Town limits See the fee schedule included in your application packet or view the fee schedule online at:

www.estes.org/ComDev/Schedules&Fees/PlanningApplicationFeeSchedule.pdf

All requests for refunds must be made in writing. **All fees are due at the time of submittal.**

MINERAL RIGHT CERTIFICATION

Article 65.5 of Title 24 of the Colorado Revised Statutes requires applicants for Development Plans, Special Reviews, Rezoning, Preliminary and Final Subdivision Plats, Minor Subdivision Plats if creating a new lot, and Preliminary and Final Condominium Maps to provide notice of the application and initial public hearing to all mineral estate owners where the surface estate and the mineral estate have been severed. This notice must be given 30 days prior to the first hearing on an application for development and meet the statutory requirements.

I hereby certify that the provisions of Section 24-65.5-103 CRS have been met.

Names:

Record Owner *PLEASE PRINT:* Mountain View Bible Fellowship , Archie Taylor VP

Applicant *PLEASE PRINT:* Verizon Wireless, Debbie Essert, Senior Real Estate Manager - Network

Signatures:

Record Owner Archie R.Taylor Date 9/14/2020

Applicant Debbie Essert Debbie Essert (Sep 15, 2020 16:31 MDT) Date 9/15/2020

APPLICANT CERTIFICATION

- I hereby certify that the information and exhibits herewith submitted are true and correct to the best of my knowledge and that in filing the application I am acting with the knowledge and consent of the owners of the property.

- In submitting the application materials and signing this application agreement, I acknowledge and agree that the application is subject to the applicable processing and public hearing requirements set forth in the Estes Park Development Code (EPDC).

- I acknowledge that I have obtained or have access to the EPDC, and that, prior to filing this application, I have had the opportunity to consult the relevant provisions governing the processing of and decision on the application. The Estes Park Development Code is available online at:
  http://www.estes.org/ComDev/DevCode

- I understand that acceptance of this application by the Town of Estes Park for filing and receipt of the application fee by the Town does not necessarily mean that the application is complete under the applicable requirements of the EPDC.

- I understand that this proposal may be delayed in processing by a month or more if the information provided is incomplete, inaccurate, or submitted after the deadline date.

- I understand that a resubmittal fee will be charged if my application is incomplete.

- The Community Development Department will notify the applicant in writing of the date on which the application is determined to be complete.

- I grant permission for Town of Estes Park Employees and Planning Commissioners with proper identification access to my property during the review of this application.

- I acknowledge that I have received the Estes Park Development Review Application Schedule and that failure to meet the deadlines shown on said schedule may result in my application or the approval of my application becoming null and void. I understand that full fees will be charged for the resubmittal of an application that has become null and void.

Names:

Record Owner *PLEASE PRINT:* Mountain View Bible Fellowship , Archie Taylor VP

Applicant *PLEASE PRINT:* Verizon Wireless, Debbie Essert, Senior Real Estate Manager - Network

Signatures:

Record Owner Archie R. Taylor Date 9/14/2020

Applicant Debbie Essert Date

Powder River Development Services, LLC
408 S Eagle Road, Suite 200
Eagle, ID 83616
(208) 938-8844 office
(208) 938-8855 fax
www.powderriverdev.com

Oct 18th 2020

Town of Estes Park
Department of Community Development
Attn: Mr. Jeff Woeber, Senior Planner
170 MacGregor Ave
Estes Park, CO 80517

Re: Special Review Application- Proposed Wireless Communication Facility

Dear Mr. Woeber,

I am providing this letter to request the special review approval of proposed wireless communication facility located on property owned by the Mountain View Bible Fellowship at 1575 S Saint Vrain Ave. Verizon Wireless proposes to construct a 75' stealth wireless communication facility off of S St Vrain Ave. This facility will allow the expansion of Verizon wireless' coverage in the area and improve service for the community.
Enclosed you will find the following:
1)Completed original copy of the Town of Estes Park Development application
2)Check in the amount of $4520 for the application deposit, sign cost and application fee
3)2 sets of zoning drawings including site plan and survey, 1 11"x17" reduced copy, 1 electronic copy
4)Narrative addressing compliance with the Town's special review requirements
5)Narrative addressing compliance with Larimer County's wireless communication facility requirements
6)Exhibits
a. Maintenance Agreement (Exhibit A)
b. FAA Determination (Exhibit B)
c. Colocation Statement (Exhibit C)
d. Photo simulations (Exhibit D)
e. RF propagation maps and letter of explanation (Exhibit E)
f. Abandonment Statement (Exhibit F)
7) Copy of Community Meeting Attendance List and Discussion Points (will be emailed after meeting on Oct 22nd)
8) Memory Stick containing electronic copies of application materials

Construction drawings and Tower design will be provided after zoning has been approved before seeking building permits.

Should you have any questions, please feel free to reach me on my cell at (303)550-4820.
I look forward to working with you on this application.

Respectfully,

Jen Daniels
Site Acquisition Project Manager
Powder River Development Services, LLC
(303)550-4820 Cell
jen.daniels@powderriverdev.com

COLORADO STATE CODE COMPLIANCE:

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUCTED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

- 2015 INTERNATIONAL BUILDING CODE
- 2015 INTERNATIONAL EXISTING BUILDING CODE
- 2015 INTERNATIONAL TITLE 24
- 2015 INTERNATIONAL FIRE CODE
- 2015 INTERNATIONAL PLUMBING CODE
- 2015 INTERNATIONAL MECHANICAL CODE
- 2014 NFPA 70: NATIONAL ELECTRIC CODE
- 2012 INTERNATIONAL ENERGY CONSERVATION CODE
- ANSI/TIA-222-G OR LATEST EDITION
- LOCAL CODES AND AMENDMENTS

FCC NOTE:

THIS WIRELESS COMMUNICATION FACILITY COMPLIES WITH FEDERAL STANDARDS FOR RADIO FREQUENCY IN ACCORDANCE WITH THE TELECOMMUNICATION ACT OF 1996 AND SUBSEQUENT AMENDMENTS AND ANY OTHER REQUIREMENTS IMPOSED BY STATE OR FEDERAL REGULATORY AGENCIES.

CODE COMPLIANCE

APPLICANT:
VERIZON
3131 SOUTH VAUGHN WAY
AURORA, CO 80014

PROPERTY CONTACT:
NAME: FRED HESS
PHONE: (970) 672-7399

PROPERTY OWNER:
MOUNTAIN VIEW BIBLE FELLOWSHIP

POWER COMPANY:
TBD

SITE ADDRESS:
1575 S SAINT VRAIN AVE.
ESTES PARK, CO 80517

TELEPHONE COMPANY:
TBD

SITE PARCEL NUMBER:
2531305931

EXISTING USE:
UNMANNED TELECOMMUNICATIONS FACILITY

JURISDICTION:
TOWN OF ESTES PARK

PROPOSED USE:
UNMANNED TELECOMMUNICATIONS FACILITY

ZONING:
A - ACCOMODATIONS

COUNTY:
LARIMER COUNTY

LATITUDE AND LONGITUDE:
40.354966° N, -105.506757 W

LEGAL DESCRIPTION
SEE SURVEY

PROJECT DESCRIPTION:

- (1) PROPOSED MONOPINE (INSTALLED BY POLE MANUFACTURER)
- (2) PROPOSED COLLAR MOUNTS (INSTALLED BY POLE MANUFACTURER)
- (3) PROPOSED ANTENNA SECTOR MOUNTS (INSTALLED BY POLE MANUFACTURER)
- INSTALL (1) PROPOSED CONCRETE MAT FOUNDATION FOR MONOPINE PER POLE MANUFACTURER
- INSTALL (12) PROPOSED VZ PANEL ANTENNAS (4 PER SECTOR)
- INSTALL (12) PROPOSED VZ RRUS (4 PER SECTOR)
- INSTALL (3) PROPOSED VZ HYBRID CABLE(S)
- INSTALL (2) PROPOSED VZ OVP NEAR ANTENNAS
- INSTALL (2) PROPOSED VZ CONCRETE EQUIPMENT PADS
- INSTALL (2) PROPOSED VZ EQUIPMENT CABINETS
- INSTALL (2) PROPOSED VZ RAYCAP IN EQUIPMENT CABINET
- INSTALL (1) PROPOSED VZ GENERATOR
- INSTALL (1) PROPOSED VZ GPS ANTENNA
- INSTALL PROPOSED VZ CANOPY OVER EQUIPMENT
- INSTALL PROPOSED UTILITY H-FRAME
- INSTALL PROPOSED UTILITIES-METER, ILC, SAFETY BOX, AND TELCO BOX
- INSTALL PROPOSED CEDAR FENCE
- INSTALL PROPOSED VZ UTILITY TRENCHING FROM P.O.C. TO EQUIPMENT AREA
- INSTALL 6' HIGH CEDAR FENCE WITH (1) DOUBLE SWING GATE
- INSTALL (1) PROPOSED VZ MICROWAVE
- INSTALL (2) PROPOSED VZ ODUS

HANDICAP REQUIREMENTS:
FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION,
HANDICAP ACCESS REQUIREMENT(S) DO NOT APPLY

SITE INFORMATION

STARTING FROM 3131 SOUTH VAUGHN WAY,AURORA, CO 80014 :

1. HEAD WEST ON S VAUGHN WAY
2. TURN LEFT TO MERGE ONTO CO-83 N
3. MERGE ONTO CO-83 N
4. USE THE RIGHT 3 LANES TO TAKE THE INTERSTATE 225 N EXIT
5. MERGE ONTO I-225 N
6. USE THE LEFT 3 LANES TO TAKE EXIT 12A TO MERGE ONTO I-70 W TOWARD DENVER
7. KEEP RIGHT AT THE FORK TO CONTINUE ON I-270 W, FOLLOW SIGNS FOR FORT COLLINS/BOULDER
8. CONTINUE ONTO US-36 W
9. KEEP LEFT TO STAY ON US-36 W
10. USE ANY LANE TO TURN LEFT TO STAY ON US-36 W
11. TURN RIGHT ONTO US-36 W/5TH AVE/W MAIN ST
12. CONTINUE TO FOLLOW US-36 W
13. TURN LEFT ONTO 4TH ST
14. TURN LEFT ONTO S ST VRAIN AVE
15. DESTINATION WILL BE ON THE RIGHT

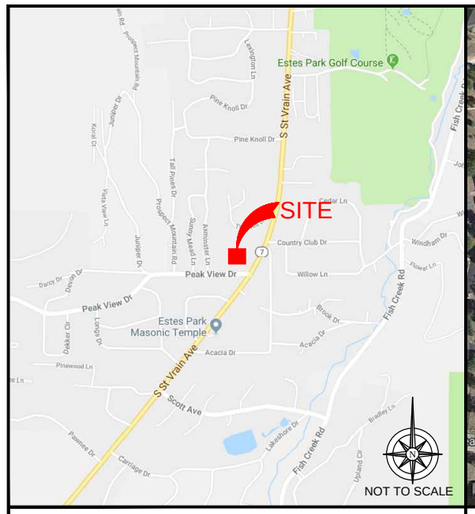
DRIVING DIRECTIONS

NOTE: THE ORIGINAL SIZE OF THIS PLAN IS 24" X 36". SCALE RATIO IS NOT VALID FOR REDUCED OR ENLARGED SHEET SIZES

verizon

FTC PINEWOOD

1575 S SAINT VRAIN AVE.
ESTES PARK, CO 80517



VICINITY MAP

LOCAL MAP

SITE ACQUISITION:
CENTERLINE SOLUTIONS
16360 TABLE MOUNTAIN PARKWAY
GOLDEN, CO 80403
CONTACT: JEN DANIELS
OFFICE: (303) 993-3239 X1216
EMAIL: jdaniels@centerlinesolutions.com

SURVEYOR:
ALTURA LAND CONSULTING
6551 S. REVERE PKWY., SUITE 165
ENGLEWOOD, CO 90111
CONTACT: JESSE LUGO
OFFICE: (720)-888-1303
EMAIL: jesse@alturaland.com

ENGINEER:
TECHNOLOGY ASSOCIATES EC, INC
7896 SOUTH HIGHLAND DRIVE, SUITE 200
COTTONWOOD HEIGHTS, UT 84121
CONTACT: JOEL R. HARTMAN
OFFICE: (801) 463-1020 X 2107
EMAIL: joel.hartman@taec.net

RF ENGINEER:
VERIZON
3131 SOUTH VAUGHN WAY
AURORA, CO 80014
CONTACT: RAM NANDIRAJU

PROJECT MANAGER:
TECHNOLOGY ASSOCIATES EC, INC
7896 SOUTH HIGHLAND, SUITE 200
COTTONWOOD HEIGHTS, UT 84121
CONTACT: MIKE STRAND
OFFICE: (801) 663-6441
EMAIL: michael.strand@taec.net

CONTACT INFORMATION

1. PRIOR TO SUBMITTING A BID, THE CONTRACTOR SHALL FAMILIARIZE HIMSELF/HERSELF WITH THE SCOPE OF WORK AND ALL CONDITIONS AFFECTING THE PROPOSED PROJECT.
2. CONTRACTOR SHALL VERIFY ALL FIELD CONDITIONS AND DIMENSIONS OF THE JOB SITE AND CONFIRM THAT WORK AS INDICATED ON THESE CONSTRUCTION DOCUMENTS CAN BE ACCOMPLISHED AS SHOWN PRIOR TO COMMENCEMENT OF ANY WORK.
3. ALL FIELD MODIFICATION BEFORE, DURING, OR AFTER CONSTRUCTION SHALL BE APPROVED IN WRITING BY A VERIZON REPRESENTATIVE.
4. INSTALL ALL EQUIPMENT AND MATERIALS PER THE MANUFACTURER'S RECOMMENDATIONS, U.N.O.
5. NOTIFY VERIZON, IN WRITING, OF MAJOR DISCREPANCIES REGARDING THE CONTRACT DOCUMENTS, EXISTING CONDITIONS, AND DESIGN INTENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING CLARIFICATIONS FROM A VERIZON REPRESENTATIVE AND ADJUSTING THE BID ACCORDINGLY.
6. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES OF THE WORK UNDER THE CONTRACT.
7. CONTRACTOR SHALL PROTECT ALL EXISTING IMPROVEMENTS AND FINISHES THAT ARE TO REMAIN. CONTRACTOR SHALL REPAIR ANY DAMAGE THAT MAY OCCUR DURING THE CONSTRUCTION TO THE SATISFACTION OF A VERIZON REPRESENTATIVE.
8. THE CONTRACTOR IS RESPONSIBLE FOR RED-LINING THE CONSTRUCTION PLANS TO ILLUSTRATE THE AS-BUILT CONDITION OF THE SITE. FOLLOWING THE FINAL INSPECTION BY VERIZON. THE CONTRACTOR SHALL PROVIDE VERIZON WITH ONE COPY OF ALL THE RED-LINED DRAWINGS.
9. VERIFY ALL FINAL EQUIPMENT WITH VERIZON REPRESENTATIVE. ALL EQUIPMENT LAYOUT, SPECS, PERFORMANCE INSTALLATION AND THEIR FINAL LOCATION ARE TO BE APPROVED BY VERIZON. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING HIS/HER WORK WITH THE WORK AND CLEARANCES REQUIRED BY OTHERS RELATED TO SAID INSTALLATIONS.

GENERAL PROJECT NOTES

APPROVAL	SIGNATURE	DATE
VERIZON REPRESENTATIVE		
VERIZON RF ENGINEER		
SITE ACQUISITION		
VERIZON CONSTRUCTION MANAGER		
SITE OWNER		

APPROVALS

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE; NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS NEW.

GENERAL NOTES

CONTRACTOR SHALL VERIFY ALL PLANS & EXISTING LOCATIONS, CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME

DO NOT SCALE DRAWINGS

SHEET	DESCRIPTION
T-1	TITLE SHEET
T-2	SPECIFICATION & PHOTO SHEET
LS1	TOPOGRAPHIC SURVEY
LS2	TOPOGRAPHIC SURVEY
LS3	TOPOGRAPHIC SURVEY
A-1	SITE PLAN
A-2	ENLARGED SITE PLAN
A-3	EQUIPMENT PLAN
A-4	ELEVATIONS
RF-1	ANTENNA PLAN

SHEET INDEX

DIG ALERT

Know what's below.
CALL before you dig.

CALL AT LEAST TWO WORKING DAYS BEFORE YOU DIG

verizon
3131 SOUTH VAUGHN WAY
AURORA, CO 80014

Technology Associates
UTAH MARKET OFFICE
7896 SOUTH HIGHLAND DRIVE
SUITE 200
COTTONWOOD HEIGHTS, UT 84121

REV	DATE	DESCRIPTION	BY
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A	05/14/2018	ISSUED FOR ZD REVIEW	RKS

PRELIMINARY NOT FOR CONSTRUCTION

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

FTC PINEWOOD
1575 S SAINT VRAIN AVE.
ESTES PARK, CO 80517
MONOPINE

SHEET TITLE
TITLE SHEET

SHEET NUMBER
T-1

GENERAL PROJECT NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR ERECTING TEMPORARY BARRICADES AND/OR FENCING TO PROTECT THE SAFETY OF THE PUBLIC DURING CONSTRUCTION. THE CONTRACTOR SHALL REMOVE ALL TEMPORARY BARRIERS AND REPAIR ALL DAMAGE TO PROPERTY ON THE SITE CAUSED BY THIS CONSTRUCTION. THE COST OF REPAIR IS THE CONTRACTOR RESPONSIBILITY.
2. ALL WORK SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, STATE, AND FEDERAL REQUIREMENTS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL MEASUREMENTS AT THE SITE PRIOR TO ORDERING ANY MATERIALS OR CONDUCTING ANY WORK.
4. EXCESS SOIL MATERIAL AND DEBRIS CAUSED BY THIS CONSTRUCTION SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LEGAL MANNER.
5. CONTRACTOR SHALL MAKE ADJUSTMENTS TO GRADING ELEVATIONS NECESSARY TO ENSURE A SITE FREE OF DRAINAGE PROBLEMS.
6. CONTRACTOR SHALL COORDINATE A CONSTRUCTION LAYDOWN AREA WITH THE PROPERTY OWNER. CONSTRUCTION LAYDOWN AREA SHALL BE FENCED-IN WITH TEMPORARY (45 DAY) CONSTRUCTION FENCE. THE TEMPORARY FENCE SHALL BE CONSTRUCTED OF 6' HIGH CHAIN LINK FABRIC AND IS TO BE REMOVED AT THE END OF THE CONSTRUCTION. LAYDOWN AREA IS TO BE RESTORED TO ITS ORIGINAL CONDITION AFTER FENCE REMOVAL.
7. SURVEY INFORMATION SHOWN WAS CREATED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A LEGAL BOUNDARY SURVEY.
8. THESE PLANS DO NOT ADDRESS THE SAFETY AND STABILITY OF THE STRUCTURE. DURING ASSEMBLY AND ERECTION, WHICH ARE THE RESPONSIBILITY OF THE ERECTOR. BASED ON THE MEANS AND METHODS CHOSEN BY THE ERECTOR.

GENERAL CONTRACTOR NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE PROJECT SCOPE OF WORK DEFINE UNDER THE REQUEST FOR PROPOSAL (RFP) FOR THIS PROJECT AND ALL ASSOCIATE ATTACHMENTS AND DOCUMENTS PROVIDED.

   THE RFP AND ALL ASSOCIATED DOCUMENTS SHALL DEFINE THE COMPLETE PROJECT SCOPE OF WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ALL DOCUMENTS AND IS SOLELY RESPONSIBLE FOR ALL WORK.

   ALL DOCUMENTS INCLUDED WITHIN THE PROJECT REQUEST FOR PROPOSAL ARE REQUIRED FOR THE COMPLETE PROJECT SCOPE OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK (EQUIPMENT, MATERIAL, INSTALLATION, TESTING, ETC.) INDICATED IN ALL DOCUMENTS. THE RFP, VERIZON WIRELESS NETWORK STANDARDS AND PROJECT ADDEMDUMS AND CLARIFICATIONS ARE COMPLEMENTARY TO EACH OTHER. THE FORMAT OF THE SPECIFICATIONS AND DRAWING NUMBERING PER DISCIPLINE IS NOT INTENDED TO IMPLY SEGREGATION OF SUB CONTRACTOR WORK. CONTRACTOR SHALL ASSIGN ALL SUB CONTRACTOR WORK AND VERIZON WIRELESS WILL NOT ACCEPT ANY CHANGE ORDERS FOR INTERNAL CONTRACTOR WORK ASSIGNMENTS.
   CONTRACTOR SHALL BE RESPONSIBLE FOR DISTRIBUTING ALL RFP DOCUMENTS TO THEIR SUB CONTRACTORS. ALL RFP DOCUMENTS ARE REQUIRED TO INDICATE THE PROJECT SCOPE OF WORK. PARTIAL SUB CONTRACTOR DOCUMENT PACKAGES ARE HIGHLY DISCOURAGED.
   IN THE EVENT OF A CONFLICT BETWEEN THE DRAWINGS, SPECIFICATIONS, REFERENCED STANDARDS. VERIZON WIRELESS STANDARDS, OR AGREEMENT TERMS AND CONDITIONS THE REQUIREMENTS. THE CONTRACTOR SHALL BE DEEMED TO HAVE PROVIDED THE DETAILED AND EXTENSIVE INTERPRETATION. ANY WORK INSTALLED IN CONFLICT WITH THE ARCHITECT/ ENGINEER INTERPRETATIONS SHALL BE CORRECTED BY THE CONTRACTOR AT NO EXPENSE TO VERIZON WIRELESS.
2. ALL ANTENNAS MUST BE PIM TESTED WITH IN 48 HOURS OF THEM BEING RECIVED BY THE INSTALLATION CONTRACTOR. THOSE RESULTS MUST BE SENT BACK TO THE VERIZON WIRELESS CONSTRUCTION ENGINEER AND EQUIPMENT ENGINEER WITHIN THE SAME 48 HOURS. IF YOU MISS THE 48 HR TIMELINE AND THE ANTENNAS DO NOT PASS UPON INSTALLATION, YOUR COMPANY WILL BE CHARGE FOR THE COST OF THE ANTENNAS FOR REPLACEMENT.
3. ALL LOADS MUST BE SECURED PROPERLY TO THE VEHICLE OR TRAILER, VERIZON WIRELESS WILL PASS ALONG THE COST OF ANT REPLACEMENTS DUE TO DAMAGE OR LOSS WHETHER IT IS NEW OR USED.

ANTENNA MOUNTS & HARDWARE INSTALLATION NOTES:

1. CONTRACTOR TO INSTALL ANTENNAS, MOUNTS AND TOWER HARDWARE PER MANUFACTURER'S RECOMMENDATIONS (OR AS REQUIRED BY THE OWNER/ PROVIDER).
2. ALL BOLTS SHALL BE TIGHTENED PER AISC REQUIREMENTS.
3. ANY GALVANIZED SURFACES THAT ARE DAMAGED BY ABRASION, CUTS, DRILLING OR FIELD WELDING DURING SHIPPING OR ERECTION SHALL BE TOUCH-UP WITH TWO COATS OF COLD GALVANIZING COMPOUND MEETING THE REQUIREMENTS OF ASTM A780.
4. ANTENNA MOUNTS SHALL NOT BE USED AS A CLIMBING DEVICE. WORKER SHALL ALWAYS TIE OFF TO AN APPROVED CLIMBING POINT.
5. SEE ALSO GENERAL ANTENNA NOTES ON SHEET RF1 (IF APPLICABLE).

MAIN OVP, SECTOR BOX, RRH, TMA, & DIPLEXER INSTALLATION NOTES:

1. CONTRACTOR TO INSTALL MAIN OVP, SECTOR BOXES, REMOTE RADIO HEADS, TOWER MOUNTED AMPLIFIERS, AND/ OR DIPLEXERS PER MANUFACTURER'S RECOMMENDATIONS.
2. ALL BOLTS SHALL BE TIGHTENED PER AISC REQUIREMENTS.
3. ANY GALVANIZED SURFACES THAT ARE DAMAGED BY ABRASION, CUTS, DRILLING OR FIELD WELDING DURING SHIPPING OR ERECTION SHALL BE TOUCH-UP WITH TWO COATS OF COLD GALVANIZING COMPOUND MEETING THE REQUIREMENTS OF ASTM A780.

COAX PORT NOTES:

1. REQUIRED ADDITIONAL COAX PORTS TO BE ADDED AS NEED BY CONTRACTOR.
2. ANY ADDITIONAL COAX PORTS TO BE INSTALLED BELOW THE EXISTING, WHERE POSSIBLE.
3. CONTRACTOR TO INVESTIGATE INTERIOR OF SHLETER/ EQUIPMENT ROOM FOR CLEAREST PENETRATION POINT.
4. ADDITIONAL COAX PORTS TO BE INSTALLED PER INDUSTRY STANDARDS.

VERIZON WIRELESS COLOR CODING

- VZW EXISTING EASEMENT
- VZW LEASE AREA
- VZW ACCESS/UTILITY EASEMENT
- VZW HYBRID CABLES/COAX
- VZW RRHS
- VZW DC POWER
- VZW FIBER
- VZW ANTENNAS
- VZW PENETRATIONS
- VZW NEW WORK/UTILITY EASEMENT
- VZW WALL HATCH
- VZW EXISTING

LEGEND OF SYMBOLS:

- REFERENCE LETTER OR NUMBER / SECTION OR DETAIL / SCALE: / SHEET WHERE DRAWN / SHEET WHERE TAKEN
- SECTION LETTER / SHEET WHERE DRAWN / SHEET WHERE TAKEN
- DETAIL NUMBER / SHEET WHERE DRAWN / SHEET WHERE TAKEN
- ℄ CENTERLINE
- d PENNY
- EQUIPMENT OR FIXTURE NUMBER
- KEYED NOTE
- T.C. 1638.33 / F.L. 1631.00 — SPOT ELEVATION
- TOP OF WALL 1639.00 — CONTROL OR DATUM POINT
- PROPERTY LINE
- 1631 — EXISTING CONTOUR
- 1631 — NEW CONTOUR
- Ø ROUND/DIAMETER
- ~ APPROXIMATELY

VIEW OF PROPOSED SITE
(LOOKING NORTH)

NOTE: THE ORIGINAL SIZE OF THIS PLAN IS 24" X 36". SCALE RATIO IS NOT VALID FOR REDUCED OR ENLARGED SHEET SIZES

verizon
3131 SOUTH VAUGHN WAY
AURORA, CO 80014

Technology Associates
UTAH MARKET OFFICE
7896 SOUTH HIGHLAND DRIVE
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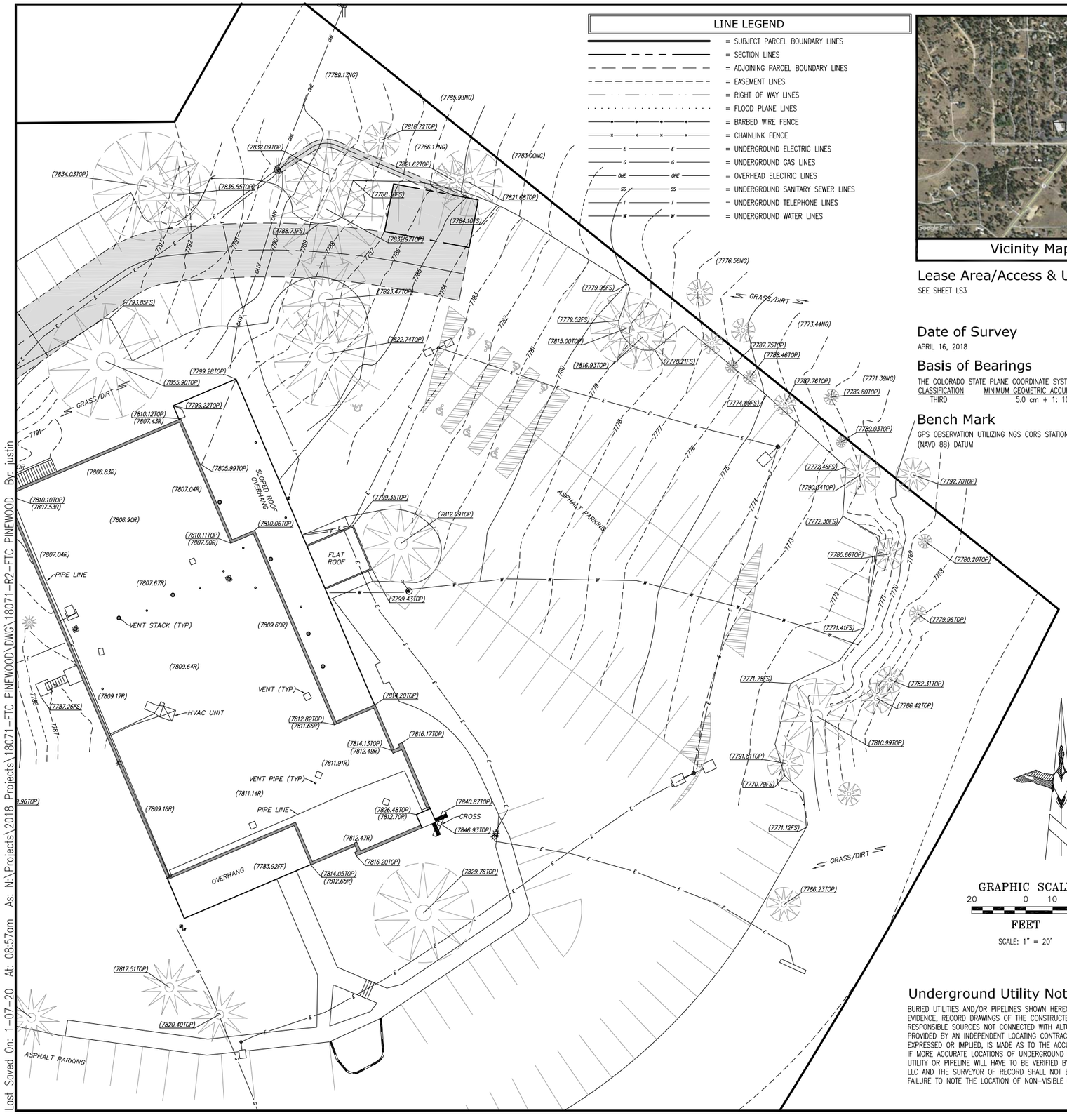
FTC PINEWOOD
1575 S SAINT VRAIN AVE.
ESTES PARK, CO 80517
MONOPINE

SHEET TITLE
SPECIFICATION & PHOTO SHEET

SHEET NUMBER
T-2



Vicinity Map - N.T.S.

Lease Area/Access & Utility Easements

SEE SHEET LS3

Date of Survey

APRIL 16, 2018

Basis of Bearings

THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE (NAD83).

CLASSIFICATION	MINIMUM GEOMETRIC ACCURACY STANDARD
THIRD	5.0 cm + 1: 10,000

Bench Mark

GPS OBSERVATION UTILIZING NGS CORS STATIONS PROCESSED UTILIZING THE OPUS UTILITY (NAVD 88) DATUM

Underground Utility Note:

BURIED UTILITIES AND/OR PIPELINES SHOWN HEREON ARE PER VISIBLE AND APPARENT SURFACE EVIDENCE, RECORD DRAWINGS OF THE CONSTRUCTED UTILITY LINES OBTAINED FROM RELIABLE AND RESPONSIBLE SOURCES NOT CONNECTED WITH ALTURA LAND CONSULTANTS, LLC. OR MARKINGS PROVIDED BY AN INDEPENDENT LOCATING CONTRACTOR. NO GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED, IS MADE AS TO THE ACCURACY OR THOROUGHNESS OF SUCH INFORMATION. IF MORE ACCURATE LOCATIONS OF UNDERGROUND UTILITIES OR PIPE LINES ARE REQUIRED, THE UTILITY OR PIPELINE WILL HAVE TO BE VERIFIED BY FIELD POTHOLING. ALTURA LAND CONSULTANTS, LLC AND THE SURVEYOR OF RECORD SHALL NOT BE HELD LIABLE FOR THE LOCATION OF OR THE FAILURE TO NOTE THE LOCATION OF NON-VISIBLE UTILITIES OR PIPELINES.

Title Report

PREPARED BY: FIRST AMERICAN TITLE INSURANCE COMPANY
ORDER NO.: 5509-2999929
EFFECTIVE DATE: JANUARY 19, 2018

Legal Description

THE LAND REFERRED TO IN SCHEDULE A IS SITUATED IN THE COUNTY OF LARIMER, STATE OF COLORADO AND IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER 1/4 CORNER OF SECTION 31, TOWNSHIP 5 NORTH, RANGE 72 WEST OF THE 6TH P.M., THENCE NORTH 89°07' WEST ALONG THE 1/4 SECTION LINE, 666.7 FEET, THENCE SOUTH 00°32' EAST 641 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 51°14' EAST 662.3 FEET TO THE WESTERLY RIGHT OF WAY OF THE SOUTH ST. VRAIN HIGHWAY; THENCE ALONG SAID RIGHT OF WAY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 2185 FEET (THE RESULTANT CHORD BEING SOUTH 30°19' WEST 306.6 FEET) 307.1 FEET TO INTERSECTION OF THIS LINE AND SOUTH BOUNDARY LINE OF NE 1/4 OF SW 1/4 OF SAID SECTION, THENCE NORTH 89°20' WEST 356 FEET ALONG THE SOUTH LINE OF SAID NE 1/4 OF SW 1/4; THENCE NORTH 00032'WEST 675 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT PORTION CONVEYED TO UNITED STATES IN BOOK 825, PAGE 326, BEING A PORTION OF LOT 19 IN SOUTH ST. VRAIN ADDITION TO THE TOWN OF ESTES PARK, COLORADO; ALSO EXCEPT, BEGINNING AT THE CENTER 1/4 CORNER OF SECTION 31, TOWNSHIP 5 NORTH, RANGE 72 WEST OF THE 6TH P.M.; THENCE NORTH 89°07' WEST ALONG THE 1/4 SECTION LINE 666.7 FEET; THENCE SOUTH 0°32' EAST, 641.0 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 51°14' EAST 282.18 FEET; THENCE SOUTH 29°28' WEST 65.45 FEET; THENCE SOUTH 89°28' WEST 185.80 FEET; THENCE NORTH 0°32' WEST 235.40 FEET TO THE TRUE POINT OF BEGINNING.

Assessor's Parcel No.

2531305931

Title Schedule B Exceptions

(10) EASEMENT AND RIGHT OF WAY FOR SOUTH SAINT VRAIN AVENUE AS THE SAME PRESENTLY EXISTS AND/OR IS IN USE. **(PLOTTED HEREON).**

11. RESERVATIONS OF (1) RIGHT OF PROPRIETOR OF ANY PENETRATING VEIN OR LODE TO EXTRACT HIS ORE; AND (2) RIGHT OF WAY FOR ANY DITCHES OR CANALS CONSTRUCTED BY AUTHORITY OF THE UNITED STATES, IN U.S. PATENT FILED BUREAU OF LAND MANAGEMENT RECORDS JANUARY 10, 1901 CO VOL. 68 PAGE 355. **(BLANKET IN NATURE).**

(12) NOTES AND EASEMENTS AS SHOWN ON THE PLAT OF SOUTH SAINT VRAIN ADDITION RECORDED OCTOBER 2, 1954 IN PLAT BOOK S AT PAGE 116. **(PLOTTED HEREON).**

(13) TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS, IF ANY, AS CONTAINED IN SLOPE EASEMENT RECORDED MAY 5, 1997 AT RECEPTION NO. 97027675. **(PLOTTED HEREON).**

(14) TERMS, AGREEMENTS, PROVISIONS, CONDITIONS, OBLIGATIONS AND EASEMENTS, IF ANY, AS CONTAINED IN EASEMENT AGREEMENT RECORDED OCTOBER 11, 1988 AT RECEPTION NO. 88048823. **(PLOTTED HEREON).**

15. DEED OF TRUST FROM MOUNTAIN VIEW BIBLE FELLOWSHIP, INC., A COLORADO CORPORATION TO SECURE AN INDEBTEDNESS IN THE PRINCIPAL SUM OF $200,000.00, AND ANY OTHER AMOUNTS AND/OR OBLIGATIONS SECURED THEREBY, DATED MAY 15, 2017, AND RECORDED MAY 19, 2017 AT RECEPTION NO. 20170032912. **(BLANKET IN NATURE).**

TRUSTEE: PUBLIC TRUSTEE OF LARIMER COUNTY
BENEFICIARY: BANK OF ESTES PARK

NOTE: THE ABOVE DEED OF TRUST SECURES A REVOLVING LINE OF CREDIT.

NOTE: ASSIGNMENT OF RENTS GIVEN BY AND BETWEEN THE SAME PARTIES, RECORDED MAY 19, 2017 AT RECEPTION NO. 2Q170032913, GIVEN IN CONNECTION WITH THE ABOVE DEED OF TRUST.

16. FINANCING STATEMENT FROM MOUNTAIN VIEW BIBLE FELLOWSHIP, INC., DEBTOR, TO BANK OF ESTES PARK, SECURED PARTY, RECORDED MAY 22, 2017 AT RECEPTION NO. 2017003J041. **(BLANKET IN NATURE).**

Legend

	CONCRETE PAVEMENT	NG	NATURAL GROUND
	CONIFEROUS TREE	•	PARKING BOLLARD
Ø	DIAMETER	POB	POINT OF BEGINNING
	DECIDUOUS TREE	POC	POINT OF COMMENCEMENT
	EDGE OF ASPHALT	OHE	OVERHEAD ELECTRIC LINE
FF	FINISHED FLOOR		POWER POLE
FS	FINISH SURFACE		PROPERTY LINE
	FIRE HYDRANT	R.O.W.	RIGHT OF WAY
FL	FLOW LINE		SEWER MANHOLE
	FOUND MONUMENT AS NOTED		SIGN POST
	FOUND SECTION MONUMENT		STREET LIGHT STANDARD
	GEOGRAPHIC LOCATION		TELEPHONE PEDESTAL
	GAS METER	TYP	TYPICAL
	IRRIGATION CONTROL VALVE		WATER METER
			WATER VALVE

Certificate of Survey

THIS IS TO CERTIFY THAT THIS TOPOGRAPHIC MAP AND IMPROVEMENTS SHOWN ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

JESUS A. LUGO, PLS 38081

THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
REFERENCE IS MADE TO A COMMITMENT FOR TITLE INSURANCE, NUMBER 5509-2999929, ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, AND HAVING AN EFFECTIVE DATE OF JANUARY 19, 2018. THIS SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. THE LESSOR'S LEGAL DESCRIPTION AND RECORD BOUNDARY ARE SHOWN HEREON FOR REFERENCE ONLY.
THIS SURVEY DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE LESSOR'S PROPERTY.

verizon

3131 SOUTH VAUGHN WAY
AURORA, CO 80014

Technology Associates

SAN DIEGO MARKET OFFICE
5333 MISSION CENTER RD. STE 220
SAN DIEGO, CA 92108

REV	DATE	DESCRIPTION	BY
2	1/7/20	ADDED LEASE AREA	JT
1	9/26/18	ADDED TOPO	JT
0	4/24/18	SUBMITTAL	JT

Engineer/Consultant:

ALTURA LAND CONSULTANTS
6950 S. Tucson Way, Unit C
Centennial, CO 80112
Phone: (720) 488-1303 ~ Fax: (720) 488-1306

Drawn By: JT
Job No.: 18071

FTC PINEWOOD

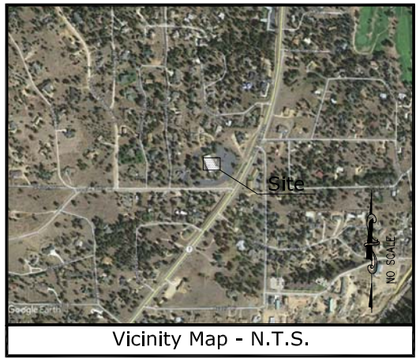
1575 S. SAINT VRAIN AVE.
ESTES PARK, CO. 80517

MONOPOLE

SHEET TITLE
TOPOGRAPHIC SURVEY

SHEET NUMBER
LS1

Last Saved On: 1-07-20 At: 08:57am As: N:\Projects\2018 Projects\18071-FTC PINEWOOD\DWG\18071-R2-FTC PINEWOOD By: justin



Vicinity Map - N.T.S.

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	GAS METER		WATER METER
	IRRIGATION CONTROL VALVE		WATER VALVE

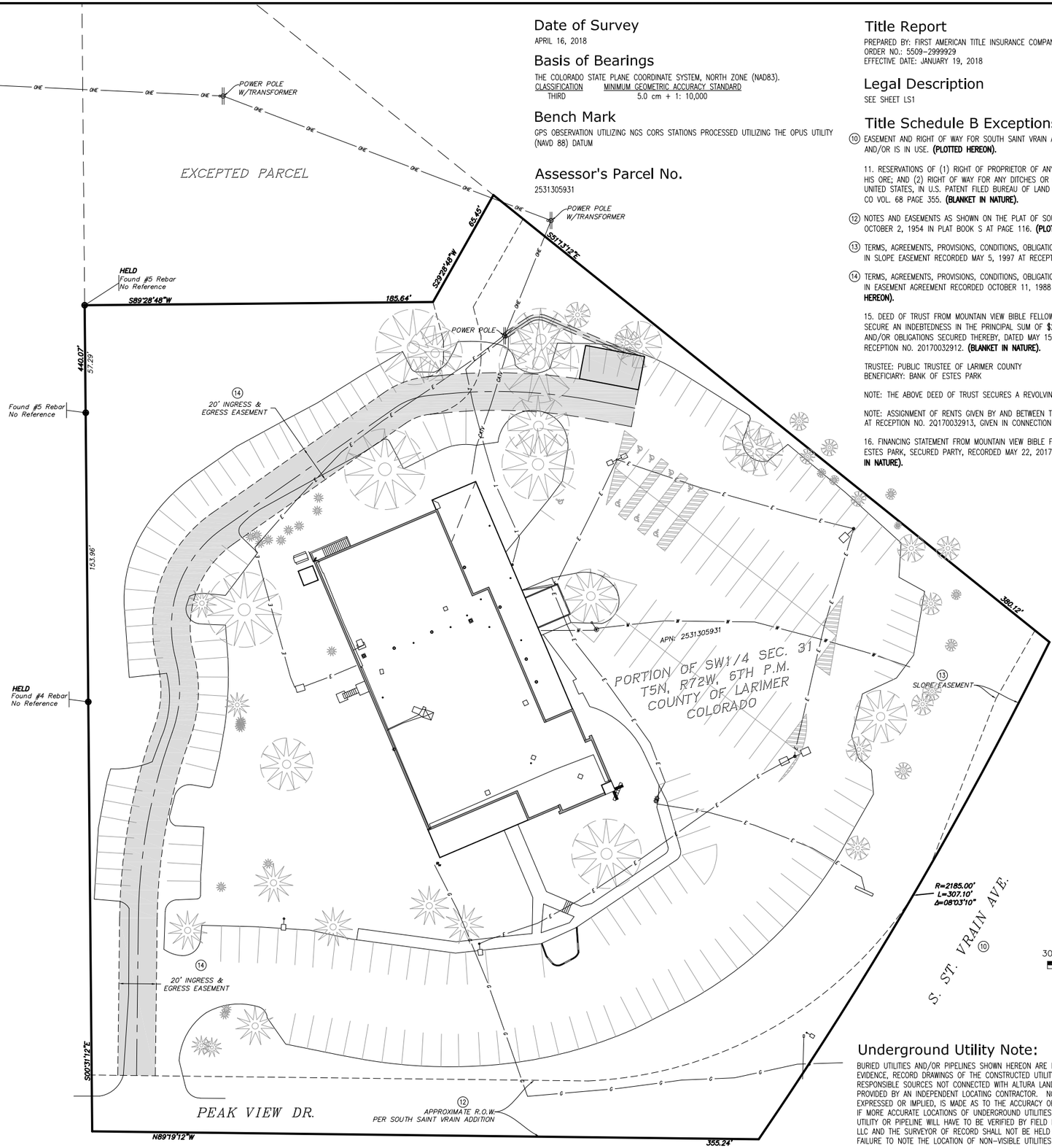
POWER POLE — POWER POLE W/ELECTRIC METER

Lease Area/Access & Utility Easements

SEE SHEET LS3

LINE LEGEND

- = SUBJECT PARCEL BOUNDARY LINES
- = SECTION LINES
- = ADJOINING PARCEL BOUNDARY LINES
- = EASEMENT LINES
- = RIGHT OF WAY LINES
- = FLOOD PLANE LINES
- = BARBED WIRE FENCE
- = CHAINLINK FENCE
- = UNDERGROUND ELECTRIC LINES
- = UNDERGROUND GAS LINES
- = OVERHEAD ELECTRIC LINES
- = UNDERGROUND SANITARY SEWER LINES
- = UNDERGROUND TELEPHONE LINES
- = UNDERGROUND WATER LINES



GRAPHIC SCALE
30 0 15 30
FEET
SCALE: 1" = 30'

Date of Survey

APRIL 16, 2018

Basis of Bearings

THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE (NAD83).

CLASSIFICATION	MINIMUM GEOMETRIC ACCURACY STANDARD
THIRD	5.0 cm + 1: 10,000

Bench Mark

GPS OBSERVATION UTILIZING NGS CORS STATIONS PROCESSED UTILIZING THE OPUS UTILITY (NAVD 88) DATUM

Assessor's Parcel No.

2531305931

Title Report

PREPARED BY: FIRST AMERICAN TITLE INSURANCE COMPANY
ORDER NO.: 5509-2999929
EFFECTIVE DATE: JANUARY 19, 2018

Legal Description

SEE SHEET LS1

Title Schedule B Exceptions

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15. DEED OF TRUST FROM MOUNTAIN VIEW BIBLE FELLOWSHIP, INC., A COLORADO CORPORATION TO SECURE AN INDEBTEDNESS IN THE PRINCIPAL SUM OF $200,000.00, AND ANY OTHER AMOUNTS AND/OR OBLIGATIONS SECURED THEREBY, DATED MAY 15, 2017, AND RECORDED MAY 19, 2017 AT RECEPTION NO. 20170032912. **(BLANKET IN NATURE).**

TRUSTEE: PUBLIC TRUSTEE OF LARIMER COUNTY
BENEFICIARY: BANK OF ESTES PARK

NOTE: THE ABOVE DEED OF TRUST SECURES A REVOLVING LINE OF CREDIT.

NOTE: ASSIGNMENT OF RENTS GIVEN BY AND BETWEEN THE SAME PARTIES, RECORDED MAY 19, 2017 AT RECEPTION NO. 2Q170032913, GIVEN IN CONNECTION WITH THE ABOVE DEED OF TRUST.

16. FINANCING STATEMENT FROM MOUNTAIN VIEW BIBLE FELLOWSHIP, INC., DEBTOR, TO BANK OF ESTES PARK, SECURED PARTY, RECORDED MAY 22, 2017 AT RECEPTION NO. 2017003J041. **(BLANKET IN NATURE).**

Underground Utility Note:

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verizon

3131 SOUTH VAUGHN WAY
AURORA, CO 80014

Technology Associates

SAN DIEGO MARKET OFFICE
5333 MISSION CENTER RD. STE 220
SAN DIEGO, CA 92108

REV	DATE	DESCRIPTION	BY
2	1/7/20	ADDED LEASE AREA	JT
1	9/26/18	ADDED TOPO	JT
0	4/24/18	SUBMITTAL	JT

Engineer/Consultant:

ALTURA LAND CONSULTANTS
6950 S. Tucson Way, Unit C
Centennial, CO 80112
Phone: (720) 488-1303 ~ Fax: (720) 488-1306

Drawn By: JT
Job No.: 18071

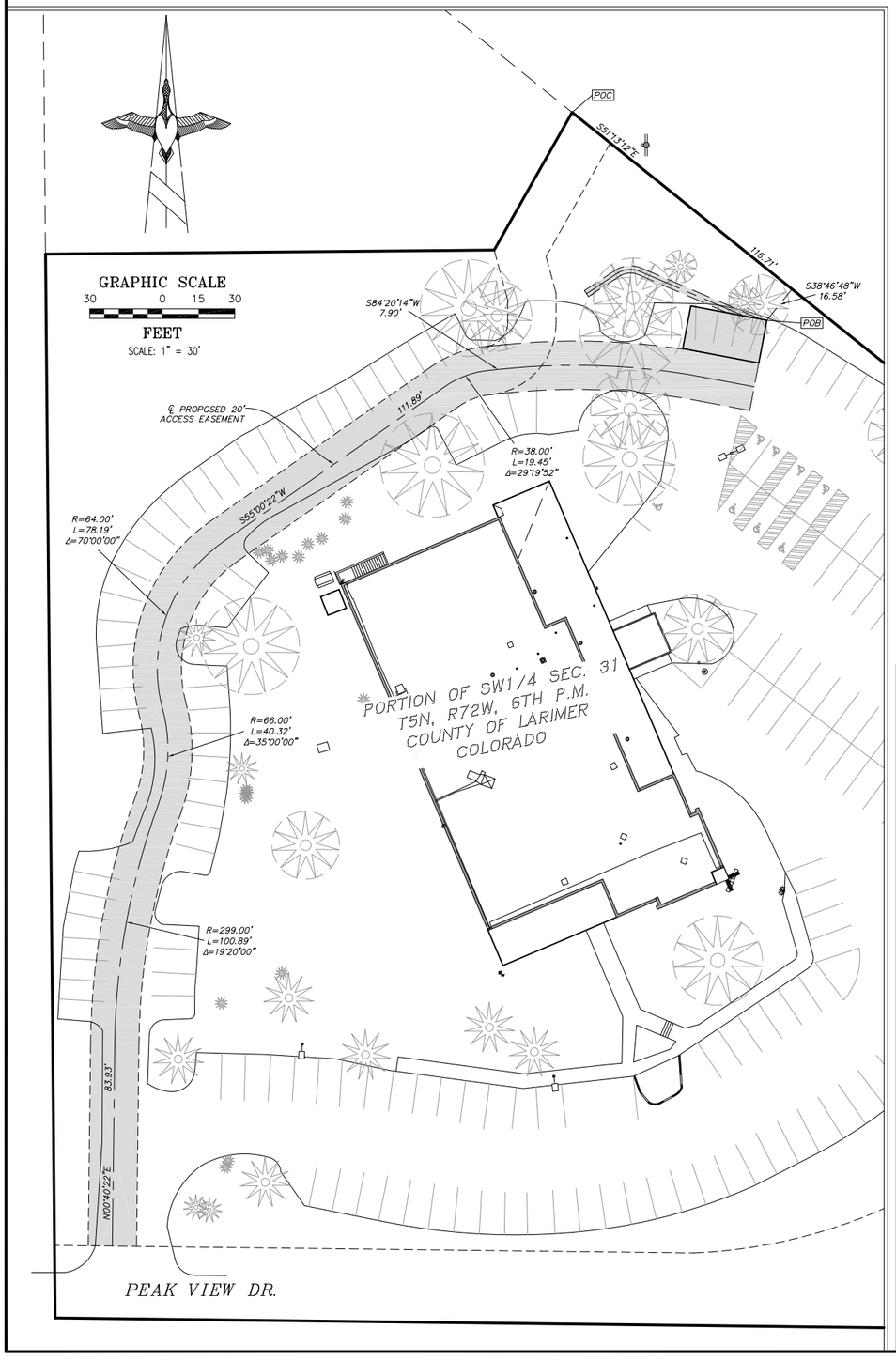
FTC PINEWOOD

1575 S. SAINT VRAIN AVE.
ESTES PARK, CO. 80517

MONOPOLE

SHEET TITLE
TOPOGRAPHIC SURVEY

SHEET NUMBER
LS2

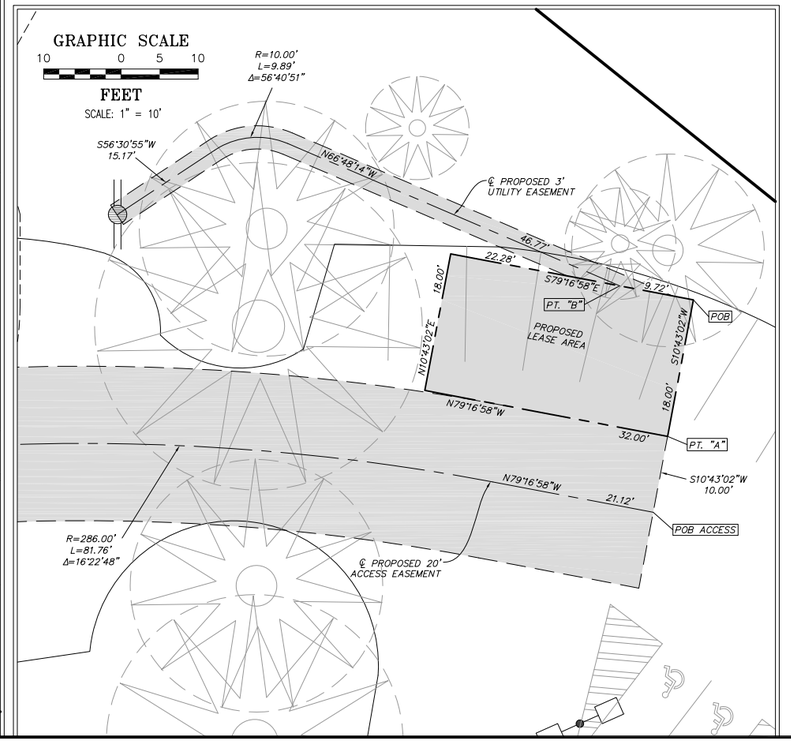


Legend

	CONCRETE PAVEMENT	NG	NATURAL GROUND
	CONIFEROUS TREE	•	PARKING BOLLARD
ø	DIAMETER	POB	POINT OF BEGINNING
	DECIDUOUS TREE	POC	POINT OF COMMENCEMENT
	EDGE OF ASPHALT	OHE	OVERHEAD ELECTRIC LINE
FF	FINISHED FLOOR		POWER POLE
FS	FINISH SURFACE		PROPERTY LINE
	FIRE HYDRANT	R.O.W.	RIGHT OF WAY
FL	FLOW LINE		SEWER MANHOLE
	FOUND MONUMENT AS NOTED		SIGN POST
	FOUND SECTION MONUMENT		STREET LIGHT STANDARD
	GEOGRAPHIC LOCATION		TELEPHONE PEDESTAL
	GAS METER	TYP	TYPICAL
	IRRIGATION CONTROL VALVE		WATER METER
			WATER VALVE

LINE LEGEND

- = SUBJECT PARCEL BOUNDARY LINES
- = SECTION LINES
- = ADJOINING PARCEL BOUNDARY LINES
- = EASEMENT LINES
- = RIGHT OF WAY LINES
- = FLOOD PLANE LINES
- = BARBED WIRE FENCE
- = CHAINLINK FENCE
- = UNDERGROUND ELECTRIC LINES
- = UNDERGROUND GAS LINES
- = OVERHEAD ELECTRIC LINES
- = UNDERGROUND SANITARY SEWER LINES
- = UNDERGROUND TELEPHONE LINES
- = UNDERGROUND WATER LINES



Lease Area/Access & Utility Easements

LEASE AREA

BEING A TELECOMMUNICATIONS LEASE PARCEL LYING WITHIN THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 5 NORTH, RANGE 72 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY MOST CORNER OF THAT PARCEL OF LAND DESCRIBED IN DEED OF TRUST, RECORDED MAY 19, 2017, AS RECEPTION NO. 20170032912, IN THE OFFICE OF THE CLERK AND RECORDER, SAID COUNTY; THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL, S51°13'12"E, 116.71 FEET; THENCE S38°46'48"W, 16.58 FEET TO THE POINT OF BEGINNING; THENCE S10°43'02"W, 18.00 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE N79°16'58"W, 32.00 FEET; THENCE N10°43'02"E, 18.00 FEET; THENCE S79°16'58"E, 22.28 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B"; THENCE CONTINUING S79°16'58"E, 9.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 576 SQ. FT. OR 0.013 ACRES MORE OR LESS.

ACCESS EASEMENT

BEING A STRIP OF LAND 20.00 FEET IN WIDTH LYING WITHIN THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 5 NORTH, RANGE 72 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT POINT "A" AS DESCRIBED ABOVE; THENCE S10°43'02"W, 10.00 FEET TO THE POINT OF BEGINNING; THENCE N79°16'58"W, 21.12 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 286.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°22'48", AN ARC LENGTH OF 81.76 FEET; THENCE S84°20'14"W, 7.90 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 38.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°19'52", AN ARC LENGTH OF 19.45 FEET; THENCE S55°00'22"W, 111.89 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 64.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 70°00'00", AN ARC LENGTH OF 78.19 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE WESTERLY HAVING A RADIUS OF 66.00 FEET; THENCE SOUTHERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 35°00'00", AN ARC LENGTH OF 40.32 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 299.00 FEET; THENCE SOUTHERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 19°20'00", AN ARC LENGTH OF 100.89 FEET; THENCE S00°40'22"W, 83.93 FEET TO THE NORTHERLY RIGHT-OF-WAY OF PEAK VIEW DRIVE AND THE END OF SAID STRIP OF LAND.

EXCEPT ANY PORTION LYING WITHIN THE RIGHT-OF-WAY OF PEAK VIEW DRIVE.

UTILITY EASEMENT

BEING A STRIP OF LAND 3.00 FEET IN WIDTH LYING WITHIN THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 5 NORTH, RANGE 72 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, LYING 1.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT POINT "B" AS DESCRIBED ABOVE; THENCE N66°48'14"W, 46.77 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 10.00 FEET; THENCE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 56°40'51", AN ARC LENGTH OF 9.89 FEET; THENCE S56°30'55"W, 15.17 FEET TO THE END OF SAID STRIP OF LAND.

SIDELINES OF SAID STRIPS OF LAND ARE TO BE LENGTHENED AND/OR SHORTENED TO PREVENT GAPS AND/OR OVERLAPS.

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verizon

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Engineer/Consultant:

ALTURA LAND CONSULTANTS

6950 S. Tucson Way, Unit C
Centennial, CO 80112
Phone: (720) 488-1303 ~ Fax: (720) 488-1306

Drawn By: JT
Job No.: 18071

FTC PINEWOOD

1575 S. SAINT VRAIN AVE.
ESTES PARK, CO. 80517

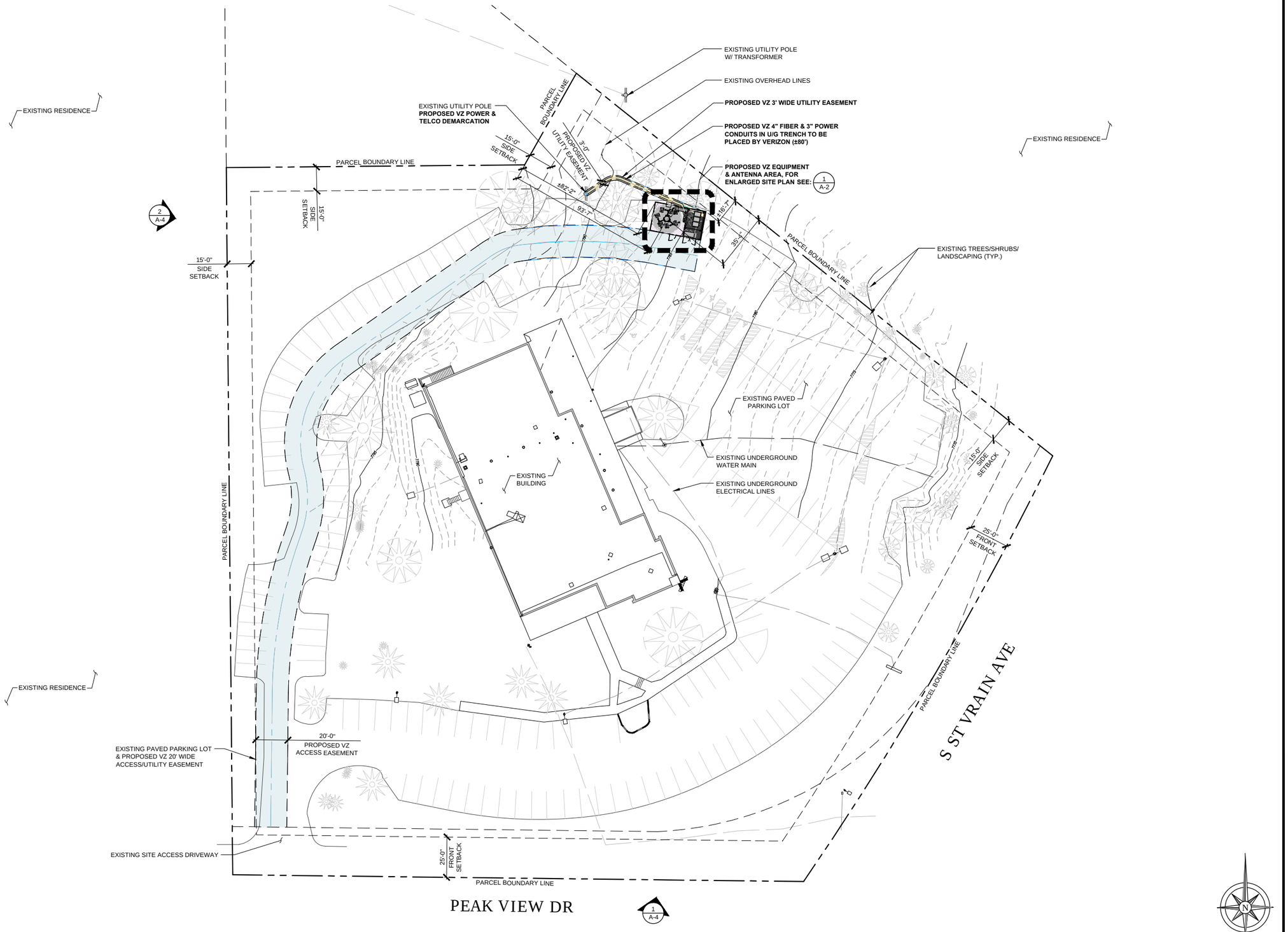
MONOPOLE

SHEET TITLE

TOPOGRAPHIC SURVEY

SHEET NUMBER

LS3



NOTE: THE ORIGINAL SIZE OF THIS PLAN IS 24" X 36". SCALE RATIO IS NOT VALID FOR REDUCED OR ENLARGED SHEET SIZES

OVERALL SITE PLAN

30' 0 15' 30'

SCALE: 1" = 30'-0" (24x36)
(OR) 1/2" = 30'-0" (11x17)

1

verizon
3131 SOUTH VAUGHN WAY
AURORA, CO 80014

Technology Associates
UTAH MARKET OFFICE
7896 SOUTH HIGHLAND DRIVE
SUITE 200
COTTONWOOD HEIGHTS, UT 84121

REV	DATE	DESCRIPTION	BY
H	12/21/2020	ISSUED FOR ZD REVIEW	RG
G	04/14/2020	ISSUED FOR ZD REVIEW	RKS
F	02/21/2020	ISSUED FOR ZD REVIEW	CMB
E	01/07/2020	ISSUED FOR ZD REVIEW	CMB
D	10/18/2018	ISSUED FOR ZD REVIEW	RKS
C	09/27/2018	ISSUED FOR ZD REVIEW	RKS
B	09/07/2018	ISSUED FOR ZD REVIEW	RKS
A	05/14/2018	ISSUED FOR ZD REVIEW	RKS

PRELIMINARY NOT FOR CONSTRUCTION

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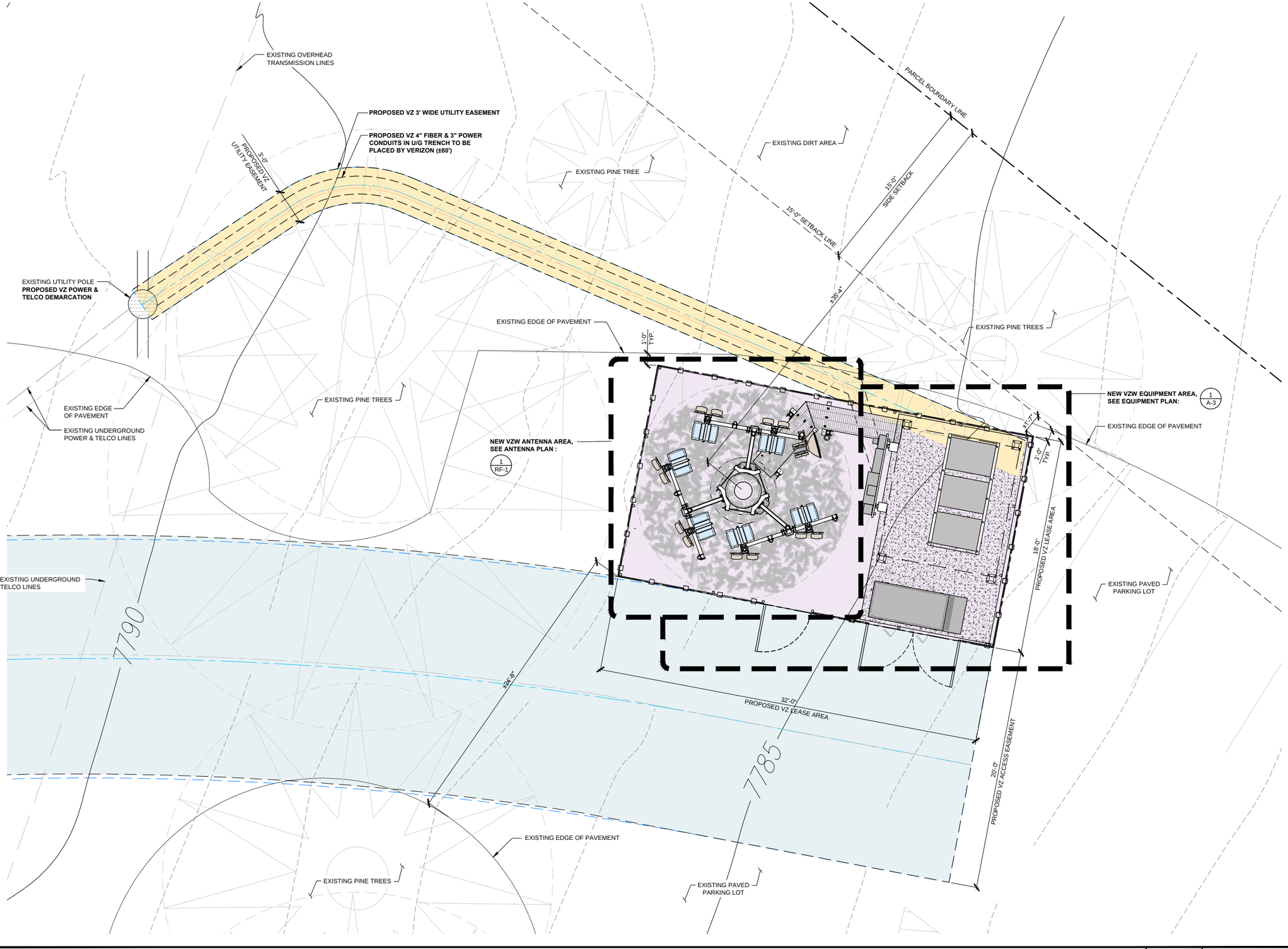
FTC PINEWOOD

1575 S SAINT VRAIN AVE.
ESTES PARK, CO 80517

MONOPINE

SHEET TITLE
OVERALL SITE PLAN

SHEET NUMBER
A-1



NOTE: THE ORIGINAL SIZE OF THIS PLAN IS 24" X 36". SCALE RATIO IS NOT VALID FOR REDUCED OR ENLARGED SHEET SIZES

ENLARGED SITE PLAN

0 1' 2' 4'

SCALE: 1/4" = 1'-0" (24x36)
(OR) 1/8" = 1'-0" (11x17)

1

verizon
3131 SOUTH VAUGHN WAY
AURORA, CO 80014

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FTC PINEWOOD

1575 S SAINT VRAIN AVE.
ESTES PARK, CO 80517

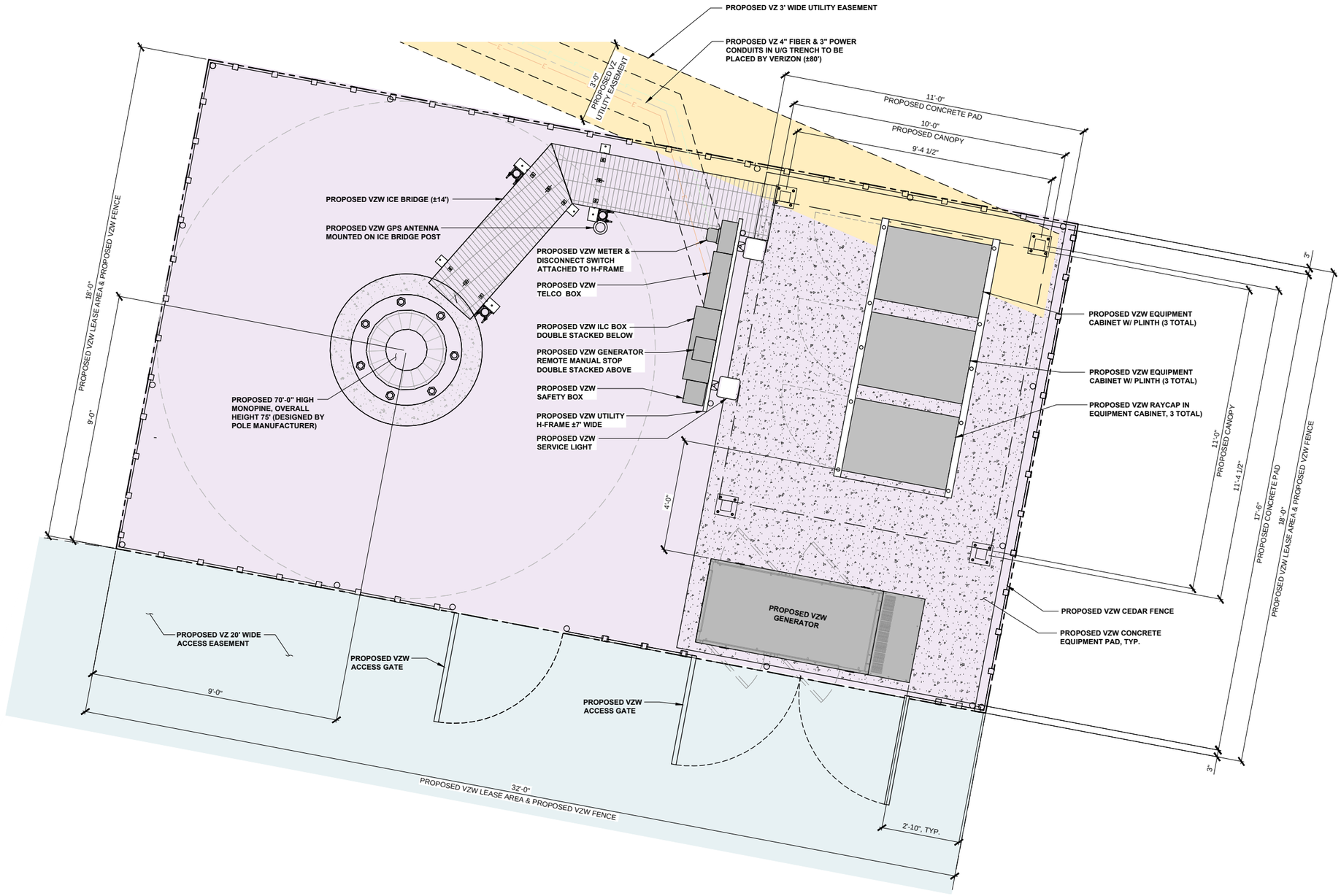
MONOPINE

SHEET TITLE
ENLARGED SITE PLAN

SHEET NUMBER
A-2

NOTE:

1. VZ SHALL VERIFY & APPROVE ALL EQUIPMENT & CABINET LOCATIONS PRIOR TO THEIR INSTALLATION.
2. CANOPY NOT SHOWN FOR CLARITY.



NOTE: THE ORIGINAL SIZE OF THIS PLAN IS 24" X 36". SCALE RATIO IS NOT VALID FOR REDUCED OR ENLARGED SHEET SIZES

EQUIPMENT PLAN

0 6" 1' 2'

SCALE: 1/2" = 1'-0" (24x36)
(OR) 1/4" = 1'-0" (11x17)

1

verizon

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FTC PINEWOOD

1575 S SAINT VRAIN AVE.
ESTES PARK, CO 80517

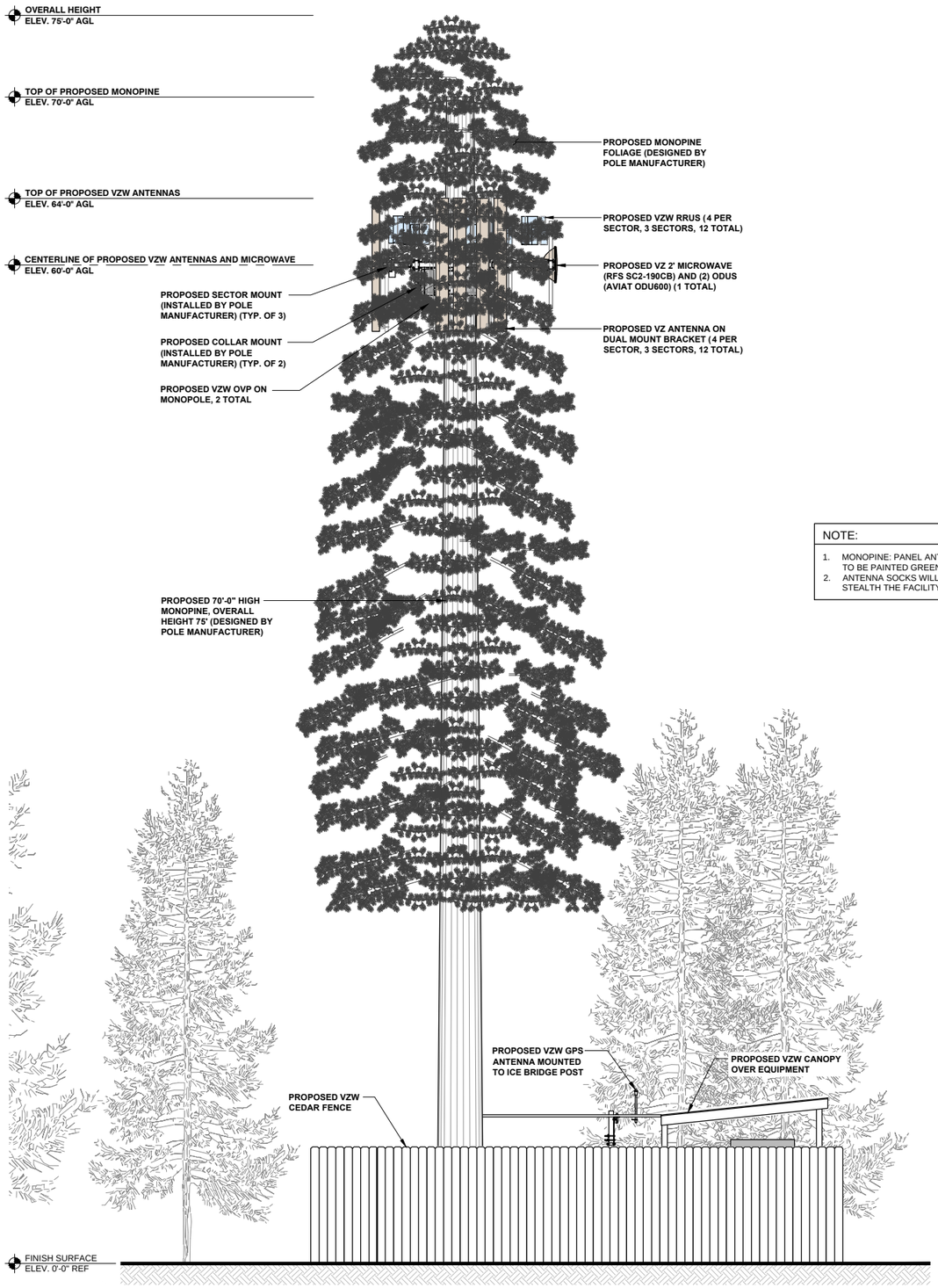
MONOPINE

SHEET TITLE

EQUIPMENT PLAN

SHEET NUMBER

A-3



PROPOSED SOUTH ELEVATION

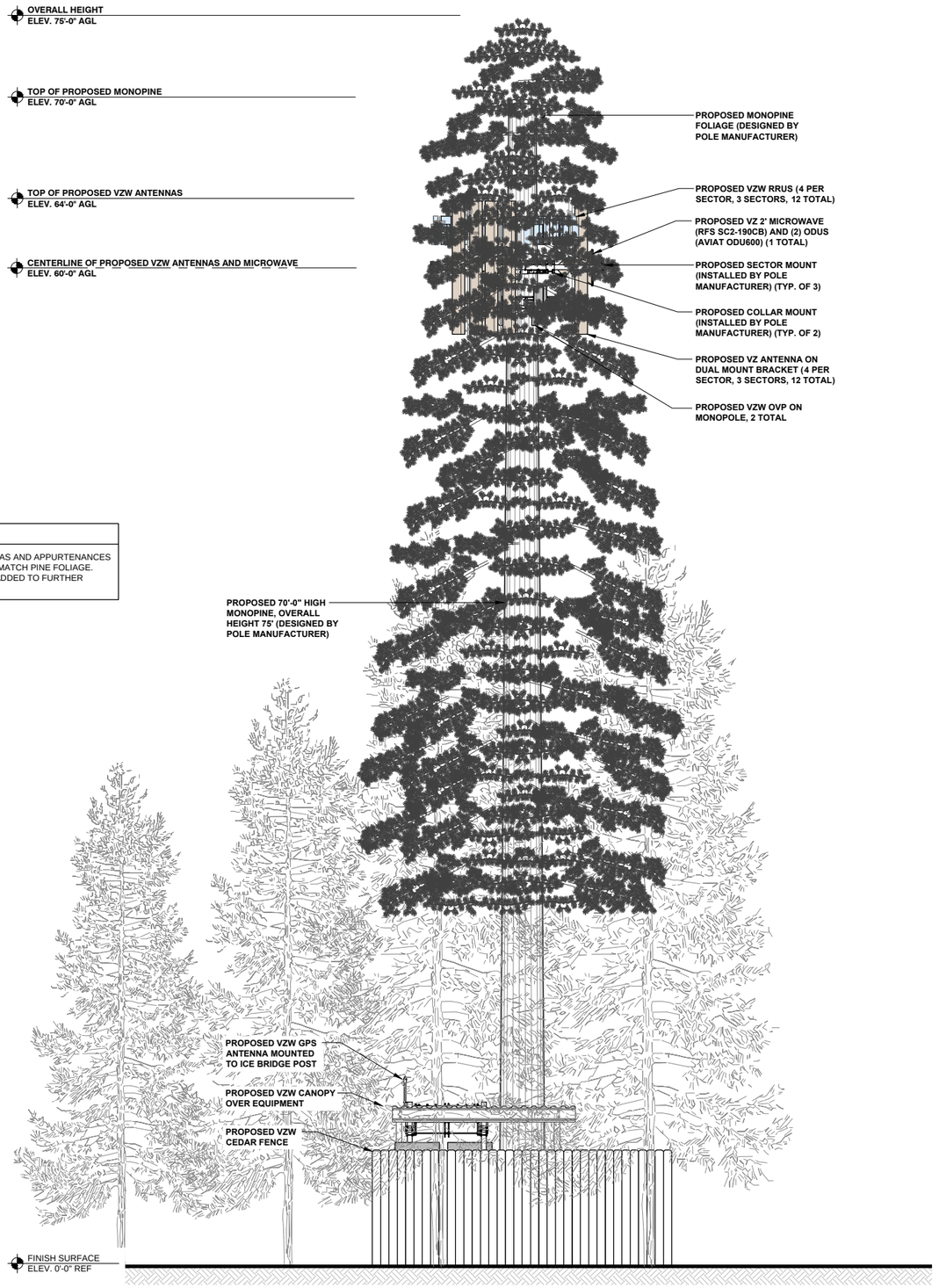
0 1' 2' 4'

SCALE: 1/4" = 1'-0" (24x36)
(OR) 1/8" = 1'-0" (11x17)

1

NOTE:

1. MONOPINE: PANEL ANTENNAS AND APPURTENANCES TO BE PAINTED GREEN TO MATCH PINE FOLIAGE.
2. ANTENNA SOCKS WILL BE ADDED TO FURTHER STEALTH THE FACILITY.



PROPOSED WEST ELEVATION

0 1' 2' 4'

SCALE: 1/4" = 1'-0" (24x36)
(OR) 1/8" = 1'-0" (11x17)

2

NOTE: THE ORIGINAL SIZE OF THIS PLAN IS 24" X 36". SCALE RATIO IS NOT VALID FOR REDUCED OR ENLARGED SHEET SIZES

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FTC PINEWOOD

1575 S SAINT VRAIN AVE.
ESTES PARK, CO 80517

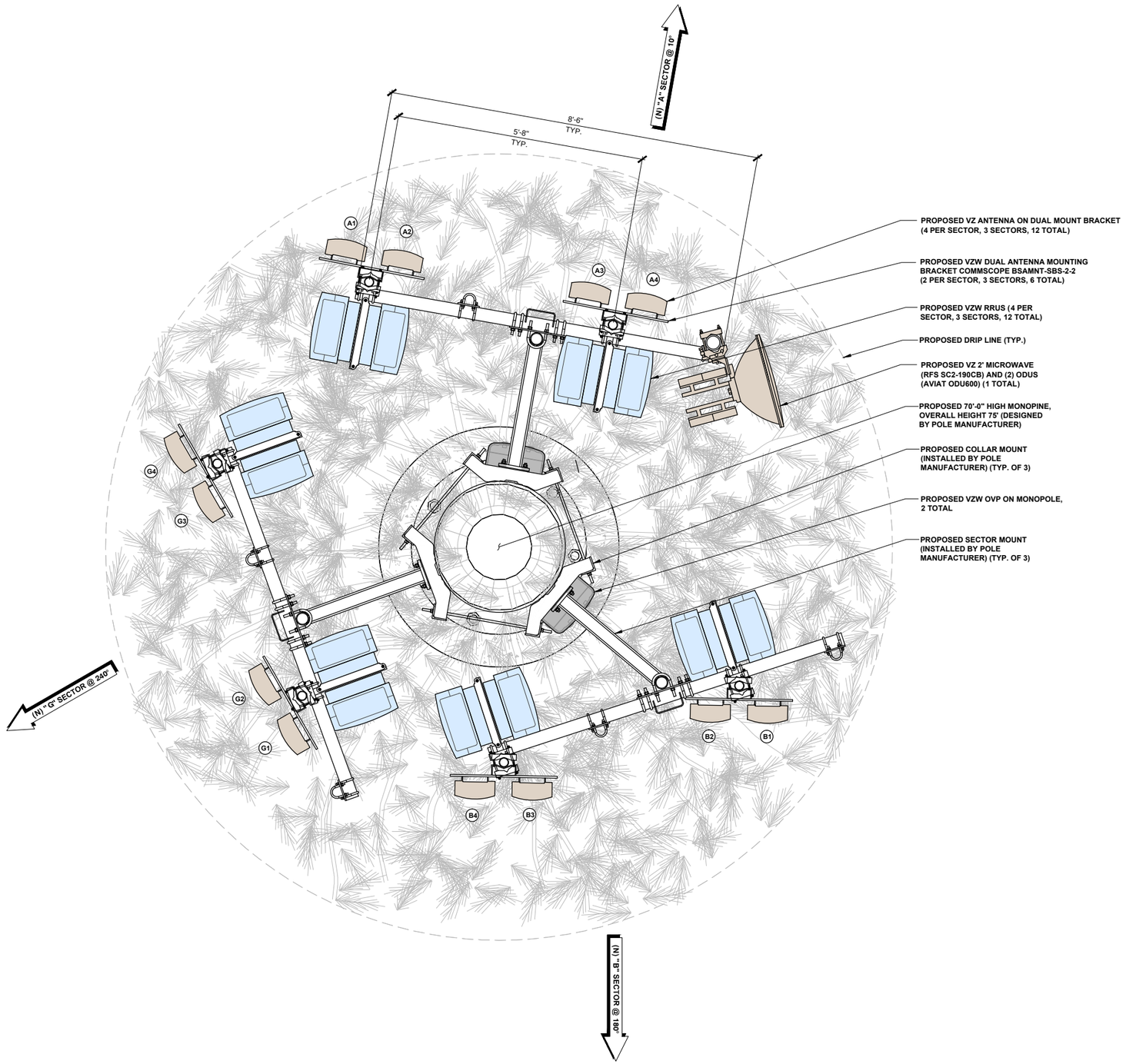
MONOPINE

SHEET TITLE

ELEVATIONS

SHEET NUMBER

A-4



NOTE: THE ORIGINAL SIZE OF THIS PLAN IS 24" X 36". SCALE RATIO IS NOT VALID FOR REDUCED OR ENLARGED SHEET SIZES

PROPOSED ANTENNA PLAN

0 3"6" 1'

SCALE: 3/4 = 1'-0" (24x36)
(OR) 3/8" = 1'-0" (11x17)

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FTC PINEWOOD

1575 S SAINT VRAIN AVE.
ESTES PARK, CO 80517

MONOPINE

SHEET TITLE
ANTENNA PLAN

SHEET NUMBER
RF-1

PROPOSED WIRELESS COMMUNICATION FACILITY- SPECIAL REVIEW NARRATIVE

For purposes of the Special Review, the narrative shall describe the following, as applicable:

1. *The proposed use and its operations;*

Response:

Verizon proposed to site and construct a 75' stealth wireless communication facility on property owner by Mountain View Bible Fellowship. The facility will be located off S Saint Vrain Ave and will be disguised as a pine tree. The facility will be secured by a 18'x32' six foot cedar fence. The facility will also contain Verizon's ground equipment and antennas on the tower. This facility will allow the expansion of Verizon's wireless coverage to the area. Additionally, the tower will be structurally designed to accommodate other wireless carriers such as AT&T, Sprint and T-Mobile in the future. The site will be unoccupied and only require routine maintenance site visits whose typical frequency is once monthly.

2. *Traffic generation including a traffic impact study if determined necessary by the Decision-Making Body;*

Response:

As noted above, once the site has been constructed and installed, it will only require routine maintenance visits. These involve a truck or small van visiting the site, on average, once a month. This will not generate any significant traffic.

3. *Existing zoning compatibility;*

Response:

Verizon and the MVBF have agreed upon a location that is buffered from any significant development and is towards the back of the churches overall property.
Additionally, it has been designed as a pine tree and located among an existing tree stand to blend into its surroundings. It is a permitted uses at a height of 30' or less, however, to allow Verizon's coverage goals and minimize the potential for new towers in the area in the future, the site is being proposed for a height that requires a special review process.

4. *Location of parking and loading, including size, location, screening, drainage, landscaping, and surfacing;*

Response:
The Church has parking and turnaround at the facility for the tower.

No landscaping has been proposed for two reasons. Firstly, the facility's base will be screened by an opaque wooden fence, thereby minimizing views of the ground equipment. Secondly, the facility's location is amongst existing trees which already provide a natural buffer and screen from surrounding viewpoints.

5. *Effect on off-site parking;*

Response:
Due to the fact that this shall be an unoccupied facility it will have no impact on off-site parking.

6. *Street access points, including size, number, location and/or design;*

Response:
As noted above, Verizon will be utilizing an existing road (S Saint Vrain Ave and Peak View Drive) to access the property.

7. *Hours of operation, including when certain activities are proposed to occur;*

Response:
The facility will be operational 24 hours a day. However, it will be unoccupied and therefore generate negligible traffic. The only traffic will be for routine maintenance

8. *Exterior lighting;*

Response:
The tower requires no lighting and therefore will generate no glare or light.

9. Effects on air and water quality;

Response

The tower generates no effluent or air emissions. Therefore, it will have no effect on either air or water quality.

10. Environmental effects which may disturb neighboring property owners such as;

a. Glare. This may be described in terms of location, design, intensity and shielding;

b. Noise; and

c. Dust;

Response:

The proposed facility requires no lighting and will be disguised as a pine tree. Therefore, it will emit no glare. The nature of the use also confirms that it will generate no noise or dust. Consequently, it will have no negative impact or disturbance to neighboring property owners.

10. Height, size, setback, and location of buildings and activities;

Response:

The stealth pine tree will be 75’ in height. It has been set 16’7" from the nearest property lines and will be enclosed within a 6’ wooden fence. Verizon’s equipment will be contained within the proposed fenced compound.

11. Any diking, berms, screening or landscaping, and standards for their installation and maintenance; and

Response:

No dikes, berms or landscaping are being proposed as part of this project. However, the overall maintenance of the facility will be covered on a regular basis by Verizon. A copy of the proposed maintenance plan has been included for disclosure purposes.

13. Other resources. This description shall include information on protection and preservation of existing trees, vegetation, water resources, habitat areas, drainage areas, historic resources, cultural resources, or other significant natural resources.

Response:

Verizon commits to minimal intrusion to the existing landscape as part of this project. Only trees and vegetation located at the compound shall be removed. The facility will have no impact on water resources as it requires none for its operation and the small footprint of the facility will not negatively impact any drainage areas.

Additionally, a copy of Verizon's Phase I has been included with this application. The applicant is also required to comply with all State and Federal requirements in order to operate the facility including historic, cultural and natural resources.

COMPLIANCE WITH LARIMER COUNTY PERFORMANCE STANDARDS

As required under Chapter 5.1 T (3) of the Town of Estes Park Development Code, all proposed wireless telecommunications facilities shall comply with the purpose and standards set forth in the Larimer County Land Use Code "Commercial Mobile Radio Service (CMRS) Facilities" except as where noted. Any exceptions shall be detailed.

Below are the performance standards of Larimer County and confirmation as to how the proposed Verizon facility shall comply.

16.1.3. - Requirements and performance standards.

A. Antenna tower and equipment setbacks.

1. Attached antennas. Attached antennas and other appurtenances may encroach up to two feet into the minimum building setbacks in the underlying zoning district but must not extend over property lines.

Response

N/A- Proposed project is a stealth tower.

2. Concealed antennas, microcell antenna towers and temporary antenna towers. Minimum setbacks for concealed antennas, microcell antenna towers and temporary antenna towers are the same as the minimum building setbacks in the underlying zoning district.

Response:

The proposed concealed antenna is 75' in height and meets the minimum building setback in the A zone district of ten feet from the side yard and ten feet from the rear yard

3. Antenna towers, other than concealed antennas, microcell antenna towers and temporary antenna towers. Minimum setbacks for antenna towers, other than concealed antennas, microcell antenna towers and temporary antenna towers, are as follows:

a. From property lines of properties in the B, C, I, and I-1 zones: 30 percent of tower height but not less than minimum building setbacks in the underlying zoning district.

b. From property lines of properties in the E, E-1, RE, RE-1, R, R-1, R-2, FA, FA-1, FO, FO-1, M, M-1, A, T, O, PD and AP zones: 100 percent of tower height but not less than minimum building setbacks in the underlying zoning district.

Response:

The proposed 75' stealth tower is a concealed antenna and therefore this is n/a

4. *Guy wires and equipment buildings and cabinets. Minimum setbacks for guy wires and equipment buildings and cabinets are the same as minimum building setbacks in the underlying zoning district.*

Response:

Verizon's equipment cabinet shall meet building setbacks. Therefore, this requirement has been satisfied.

B. *Equipment design.*

1. *Attached antennas on a roof may extend up to 15 feet over the height of the building or structure and may exceed the underlying zoning district height limitation. Attached antennas mounted on a building or structure wall must be as flush to the wall as technically possible and must not project above the top of the wall. Attached antennas must be located, painted and/or screened to be architecturally and visually compatible with the building it is attached to.*

Response:

Due to the nature of the proposed facility, this section is not applicable.

2. *Microcell and temporary antenna towers may contain up to three whip or panel antennas. Panel antennas may project up to one foot beyond the edge of the tower structure. Microcell and temporary antenna tower structures may be up to one foot wide. Use of wood poles is encouraged.*

Response:

Due to the nature of the proposed facility, this section is not applicable.

3. *Antenna towers must be painted or coated in a color that blends with the surrounding building and natural environment, unless state or federal regulations require different colors.*

Response:

The proposed facility will be a stealth pine tree, including branches and body color that are consistent with other trees. This will blend into the natural landscape. Therefore, this requirement has been satisfied.

4. *Antenna towers must not be artificially lighted, unless required by the FAA or other state or federal agency. If safety lighting is required, the use of red beacons is preferred to flashing strobe lights. Security lighting on the site may be mounted up to 20 feet high and must be directed toward the ground to reduce light pollution, prevent offsite light spillage and avoid illuminating the tower. When incorporated into the approved design of the facility, light fixtures used to illuminate sports fields, parking lots or similar areas may be included in the facility.*

Response:

Verizon's proposed facility will not be artificially lit. Therefore, this requirement has been satisfied.

5. *Equipment buildings must be compatible with the architectural style of the surrounding building environment with consideration given to exterior materials, roof form, scale, mass, color, texture and character. Equipment buildings must be constructed with materials that are equal to or better than the materials of the principal use. Equipment cabinets must be located, painted and/or screened to be architecturally and visually compatible with the surrounding building and natural environment.*

Response:

The proposed facility's anchor tenant, Verizon, will be using equipment cabinets. They will be located within an opaque fenced compound. Additionally, this facility will be locating amongst existing trees that buffer it from surrounding property owners. The cabinet's color will be a neutral color that is visually compatible with the natural environment. Therefore this requirement has been satisfied.

6. *Equipment must not generate noise that can be heard beyond the site. However, this does not apply to generators used in emergency situations where the regular power supply for a facility is temporarily interrupted. It also does not apply to air conditioners or noise made during regular maintenance and upkeep of the facility and site.*

Response:

The proposed facility will not generate noise that can be heard beyond the site. The tower will generate no noise and Verizon's equipment cabinets are such that they generate negligible noise. The generator proposed will only be used for emergency purposes and will produce minimal noise. Therefore, this requirement has been satisfied.

C. *Site design.*

1. *Screening and landscaping appropriate to the context of the site and in harmony with the character of the surrounding environment is required when any part of the facility is visible from a public right-of-way or adjacent properties. Natural materials must normally be used for screening and fencing; however, wire fencing is permitted when the fencing cannot be seen from the public right-of-way or adjacent properties. Fencing may be up to six feet high. If a facility fronts on a public street, street trees must be planted along the roadway to provide additional screening.*

Response:

Verizon is not proposing additional landscaping at the facility due to several factors. Firstly, it has sited the stealth pine tree amongst existing trees in the back of the parcel. Additionally, the use of a stealth facility instead of a traditional monopole,

will hide the site's use from surrounding views. Also important to note, it has employed an opaque wood fence which blends well with the natural surroundings and will provide screening of the compound interior from surrounding views.

2. *Existing vegetation and grades on the site must be preserved as much as possible.*

Response:

Verizon acknowledges and will comply with this requirement.

3. *Signage at the site is limited to nonilluminated warning and equipment identification signs. This does not apply to concealed antennas incorporated into freestanding signs.*

Response:

Verizon acknowledges and will comply with this requirement.

4. *CMRS facilities, except those in the B, C, I, and I-1 zones, must not include manned offices, longterm vehicle storage or other outdoor storage, or other uses not needed to send, receive or relay transmissions.*

Response:

This will be an unoccupied facility that employs no vehicle storage or other outdoor storage other than for the carrier's required ground equipment cabinet. It will be visited only for routine maintenance. Verizon acknowledges and will comply with this requirement.

D. *Co-location on antenna towers.*

1. *CMRS providers must not exclude other providers from co-locating on the same tower when co-location is structurally, technically or otherwise possible.*

Response:

Verizon acknowledges this requirement and has provided a written statement committing to allow future colocation. Therefore, this requirement has been satisfied.

2. *In addition to equipment proposed for the applicant's use, proposed antenna towers (excepting concealed antennas) and sites must be designed to accommodate co-location of one additional CMRS provider for every 40-foot segment of tower height over 40 feet.*

Response:

Verizon acknowledges this requirement and will be constructing the tower to allow future colocation by carriers such as AT&T, Sprint and T-Mobile. Please refer to the proposed tower designs confirming that the tower will be designed to accommodate multiple tenants. Therefore, this requirement has been satisfied.

3. *The county commissioners may reduce the required shared capacity if an antenna tower necessary to provide for such sharing dominates and adversely alters the area's visual character.*

Response:

Verizon acknowledges this requirement but is committed to allowing future tenants to collocate on the site.

4. *The county commissioners may revoke a tower building permit or other administrative approvals if conditions for approval of an antenna tower include co-location but:*

   a. *The tower owner is not willing to provide space for other carriers at a fair market rate when it would not impair the structural integrity of the tower or cause interference; or*

   b. *The tower owner modifies the structure in a way to make co-location impractical or impossible. If approval is revoked, the facility must be removed at the owners' expense.*

Response:

Verizon acknowledges this requirement.

5. *Addition of equipment for co-location of additional CMRS providers or for existing CMRS providers on existing antenna towers and sites does not require the special review process if the tower height remains unchanged. Addition of equipment for co-location of additional CMRS providers or for existing CMRS providers on existing legal, nonconforming antenna towers is not considered a nonconforming use expansion and is exempt from subsection 4.8 (nonconformities), if the tower height remains unchanged. Appropriate permits are required for the addition of any equipment.*

Response:

Verizon acknowledges this statement.

E. Abandonment. CMRS facilities are considered abandoned if they are unused by all providers at the facility for a period of 180 days. The planning director will determine if a CMRS facility has been abandoned. The planning director has the right to request documentation from the facility owner regarding tower or antenna usage. Upon abandonment, the facility owner has 90 days to:

1. Reuse the facility or transfer the facility to another owner who will reuse it; or

2. Dismantle the facility. If the facility is not removed within 90 days of abandonment, the county may pursue enforcement subject to the provisions of section 21, Enforcement. If the facility is removed, county approval of the facility is null and void.

Response:

Verizon acknowledges and will comply with this requirement.

16.1.4. - Application.

A. Application contents. Applications for administrative or special review approval of proposed CMRS facilities, and additions or modifications to existing facilities, must include the following:

1. A site plan showing the location and legal description of the site; on-site land uses and zoning; adjacent roadways; parking and access; areas of vegetation and landscaping to be added, retained, replaced or removed; setbacks from property lines; and the location of the facility, including all related improvements and equipment.

Response:

Please refer zoning drawing for site plan identification of the location, legal description of the site, on site land uses and zoning, adjacent roadways including access. Area of vegetation are also included. The setbacks from property lines are noted as well as the facility's location. Therefore, this requirement has been satisfied.

2. A vicinity map showing adjacent properties, general land uses, zoning and roadways:

a. Within 100 feet of a proposed attached antenna site;

b. Within a distance of (tower height × five) of a proposed concealed antenna, temporary antenna tower or microcell antenna tower site; and

c. Within a distance of (tower height × ten) of a proposed antenna tower site.

Response:

The vicinity map can be found in the zoning drawings and additional attached map in the electronic submission detailing the adjacent properties including land uses, zoning and roadways. Therefore, this requirement has been satisfied.

3. *Elevation drawings of the proposed facility showing all antennas, towers, structures, equipment buildings and cabinets, fencing, screening, landscaping, lighting and other improvements related to the facility, showing specific materials, placement and colors.*

Response:

Elevation drawings including antennas, structures, cabinets, fencing and other improvements can be found in the zoning drawings. Therefore, this requirement has been satisfied.

4. *Photo-realistic renderings (photosyms) of the site after construction, demonstrating the true impact of the facility on the surrounding visual environment. The planning director may request photo-realistic renderings of the site from specific vantage points. This requirement does not apply to facilities permitted under the administrative review process unless the planning director requests such information.*

Response:

Verizon has included a photosim. Therefore, this requirement has been satisfied.

5. *A report describing the facility and the technical, economic (if deemed necessary by the planning director) and other reasons for its design and location; the need for the facility and its role in the network; and the capacity of the structure, including the number and type of antennas it can accommodate.*

Response:

Verizon has provided RF propagation maps and an engineering necessity case(Exhibit E) detailing the lack of coverage to the area as well as the proposed increase in coverage. The primary objective of this project is to improve service quality and provide new coverage in south eastern portions Estes Park along Highway 7 and Park View Drive.
The existing server site "1435 Prospect Mountain Drive" is obstructed by terrain / foliage. This is causing the signal to be shadowed along Highway 7 and Peak View Drive.
This proposed site (PINEWOOD) at 75 feet will fill the coverage hole on Highway 7 and Peak View Drive with better quality signal in this area. Detail is provided supporting these issues in slides 8-13.
Our engineering data shows that this area is experiencing 4G data overloads (See slide 13). The existing serving sector at "1435 Prospect Mountain Drive" beta sector has a huge footprint as denoted in slide 12. The proposed site will provide offload to that sector and also improve coverage in that area as shown in slides 8-13.
FTC Pinewood is being designed to accommodate 12 antennas for their use. Verizon is also committed to allowing colocation on the proposed tower to accommodate multiple wireless tenants.
FTC Pinewood was originally proposed on the golf course, however this design was rejected by the city. We then re-located it to where is it because we were looking at locating at the highest elevation in the desired RF location that met the zoning criteria. Within RFs search ring criteria with a concealed design we are permitted to locate in Accomodations, residential, Estate or Commercial zones. 1575 Provided the most height and most concealed location. If we were to drop down into the Commercial heavy zone to the south we lose 70ft in elevation, severely lessening the effectiveness of the tower. All other surrounding parcels are residential/estates, leaving the church as the best suitable location. Initially we proposed a rooftop design, however this was not permissible from the LL which is why we moved to the monopine design. For the location and area this is provides the most height, and is most shielded from view from the road and neighborhood.

6. *The FAA response to the notice of proposed construction or alteration (FAA Form 7460-1 or equivalent), if the facility is located near an airport or a flight path.*

Response:

Verizon has included a copy of the FAA determination letter, documenting that the tower will not require lighting and poses no threat to aviation. Therefore this requirement has been satisfied.

7. *An agreement detailing responsibility for landscaping, screening and site maintenance and the replacement of dead landscaping.*

Response:

Verizon has included a copy of the overall site maintenance agreement under Exhibit B. Therefore this requirement has been satisfied.

8. *A schedule for the installation of landscaping and screening, if applicable.*

Response:

Due to the proposal's particulars, including location, stealth design, and existing natural buffer Verizon is not proposing landscaping.

9. *A letter of intent to allow co-location on the antenna tower as provided in subsection 16.1.3.D (co-location), if the antenna tower is over 40 feet.*

Response:

Verizon has included a notarized statement confirming that it will allow colocation as provided in subsection 16.1.3.D since the proposed facility is over 40 feet. Therefore, this requirement has been satisfied.

10. *A letter of intent to remove the facility at the expense of the facility and/or property owner if it is abandoned, as provided in subsection 16.1.3.E (abandonment). The planning director may request additional copies of any submittal item for review by other agencies.*

Response:

Verizon shall assume all financial responsibility to remove the site if it becomes abandoned as provided in subsection 16.1.3.E. Therefore, this requirement has been satisfied.

B. *Facility inventory. The first application in a calendar year (January through December) for a proposed CMRS facility by a provider must include a detailed inventory of all the provider's existing and approved facilities within Larimer County, all incorporated areas within the county, and one mile beyond the county border, including Wyoming.*

Response:

Verizon has included a detailed inventory of all any facilities in Larimer County, including one mile beyond the border. Therefore, this requirement has been satisfied.

Verizon Wireless Communications Facility

Engineering Necessity Case – PINEWOOD

to

Prepared by: Bryan Eicens

October 13, 2020

Rev. 1/18

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Project Need Overview:

The primary object of this project is to improve service quality and provide new coverage in southeastern portions Estes Park along Highway 7 and Park View Drive.

The existing server site "1435 Prospect Mountain Drive" is obstructed by terrain / foliage. This is causing the signal is shadowed along Highway 7 and Peak View Drive. This proposed site (PINEWOOD) at 75 feet will fill the coverage hole on Highway 7 and Park View Drive with better quality signal in this area. Detail is provided supporting these issues in slides 8-13.

Our engineering data shows that this area is experiencing 4G data overloads (See slide 13). The existing serving sector at "1435 Prospect Mountain Drive" beta sector has a huge footprint as denoted in slide 12. The proposed site will provide offload to that sector and also improve coverage in that area as shown in slides 8-13.

Additional details and explanations follow in this presentation.

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Introduction:

Coverage and/or capacity deficiencies are the two main drivers that prompt the need for a new wireless communications facility (WCF). Most WCF provide a mixture of both capacity and coverage for the benefit of the end user.

Coverage describes the existence or lack of wireless service in an area. The request for improved service often comes from our customers or emergency services personnel that have no service or poor service. Coverage used to refer to the ability to make or place a call in vehicles, however, as usage patterns have shifted, coverage is now determined based on whether or not sufficient WCF exist to provide a reliable signal inside of buildings and residential areas, as well. Historically, when wireless was still in its infancy, coverage was the primary means to measure the effectiveness of the network in a given area.

Capacity is the metric used to determine if sufficient wireless resources exist and is now the primary means to measure how a community's wireless needs are being addressed. "Five bars" no longer means guaranteed coverage and capacity because each WCF has a limited amount of resources to handle voice calls, data connections and data volume. When these limits are reached and the WCF becomes overloaded (meaning there is more demand than signal to service it), the user experience quickly degrades preventing customers from making/receiving calls or getting applications to run. A WCF short on capacity could also make internet connections time out or delay information to emergency response personnel.

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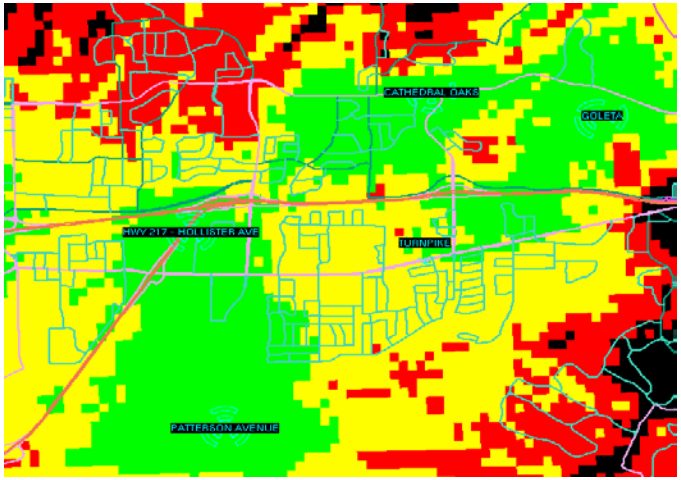
Explanation of Wireless Coverage



Coverage is best shown via coverage maps. RF engineers use tools that take into account terrain, vegetation, building types, and WCF specifics to model the existing coverage and prediction what we expect to see with the addition of a proposed WCF.

Coverage also changes depending on which frequencies are used. Most phones today use 3G at 800 MHZ or 4G at 700 MHz spectrum which are considered low frequencies. Low frequencies can travel further distances than then the higher 1900 MHz and 2100 MHz frequencies now being employed due to increased capacity demands. Operating at higher frequencies makes it necessary for carriers to install substantially more wireless facilities to achieve the same coverage as one tower operating on the lower frequencies.

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Explanation of Wireless Capacity

Capacity is the amount of resources that a WCF has to service customer demand. Verizon utilizes sophisticated programs and customer feedback to monitor current usage trends and to forecast future needs. Because it takes an average of 2-3 years to complete a WCF, we have to start the process of adding a new WCF several years in advance of when the WCF will be needed.

Location, Location, Location. A good capacity WCF needs to be in the center of a user population which insures that traffic is evenly distributed around the WCF. A typical WCF is configured into three sectors (like a pie cut into three pieces), with each slice (sector) having 33% of the WCF resources. If one sector is under-utilized, it's resources can not necessarily be diverted to another sector. Therefore, optimal performance is only obtained when all three sectors have an even traffic distribution.

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Explanation of Wireless Data Growth

Wireless Data Growth

Each year Verizon sees large increases in how much data its customers need. As the resolution of the pictures we send increases, the quality of the video we watch improves and the complexity of the applications grow, we commonly see tremendous growth year-over-year. [Insert latest growth info from COMET web page and citing the source]

Machine to Machine communications will also increase the data burden on wireless networks, as over the next five (5) years more and more services that improve our safety and make our lives easier will be available over the wireless infrastructure, such as:

- Cars that notify 911 when an airbag deploys.
- "Driverless" cars needing traffic data and maps to reach your destination as quickly as possible.
- Medical monitors that will alert us should a loved one neglect taking their prescription drugs.
- Home alarms that notify you when your child arrives home from school.
- Smart street lights that notify the city when they are not working.
- City garbage cans that let people know when they need to be emptied.
- Tracking watches will aid in finding lost Alzheimer patients.

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Radio Emission Safety...

A common question received is "Are the radio emissions safe?"

Verizon goes to great effort to ensure that all of its projects meet the standards established by the FCC to ensure safety of the public and its employees. The links below are to three reputable organizations that have performed extensive reviews of the science available on this subject and have good educational articles on the results of their research.

World Health Organization
http://www.who.int/peh-emf/about/WhatisEMF/en/index1.html

America Cancer Society
http://www.cancer.org/cancer/cancercauses/othercarcinogens/athome/cellular-phone-towers

FCC Radio Frequency Safety
https://www.fcc.gov/general/radio-frequency-safety-0

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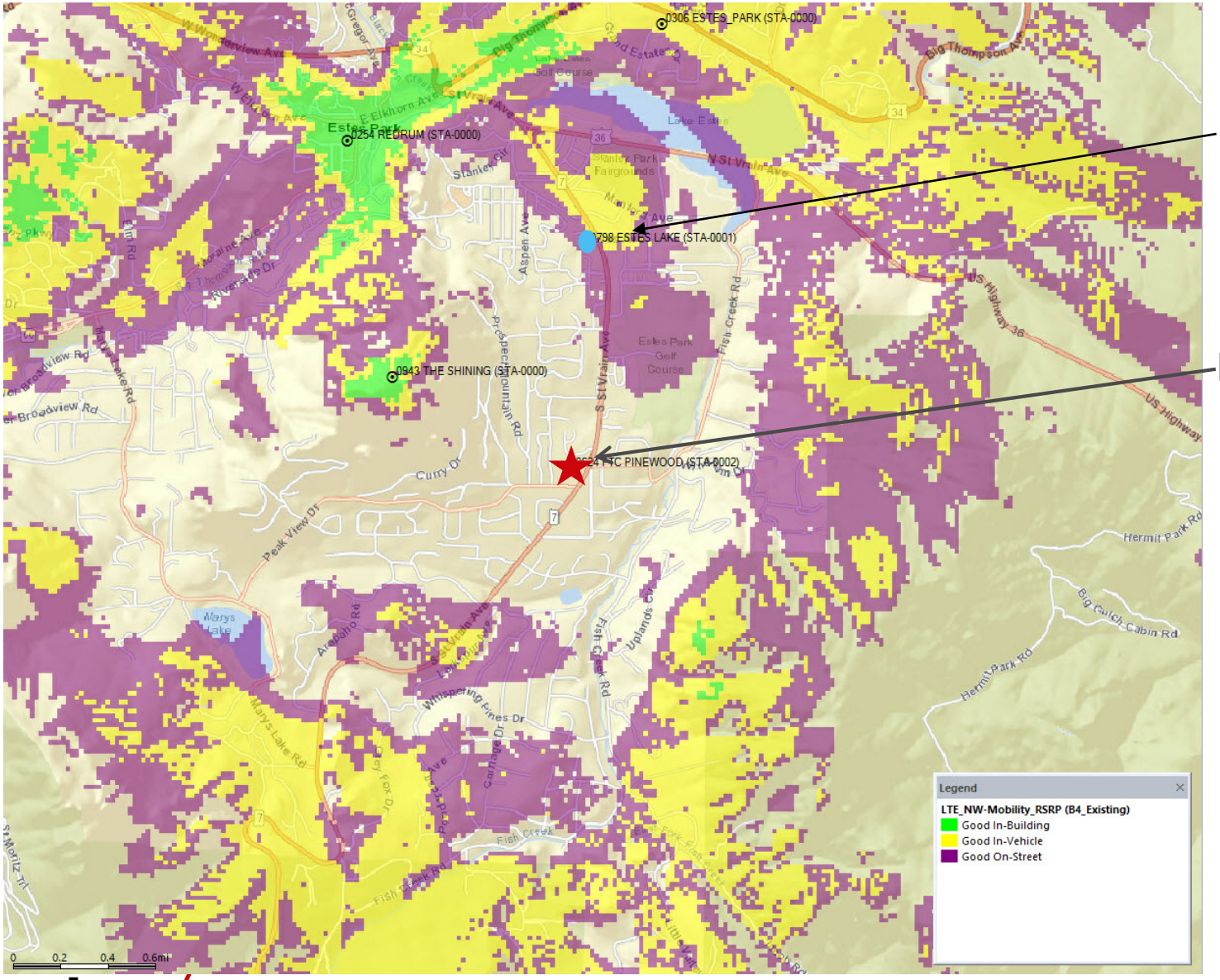
LTE AWS1 - Existing Coverage without proposed site



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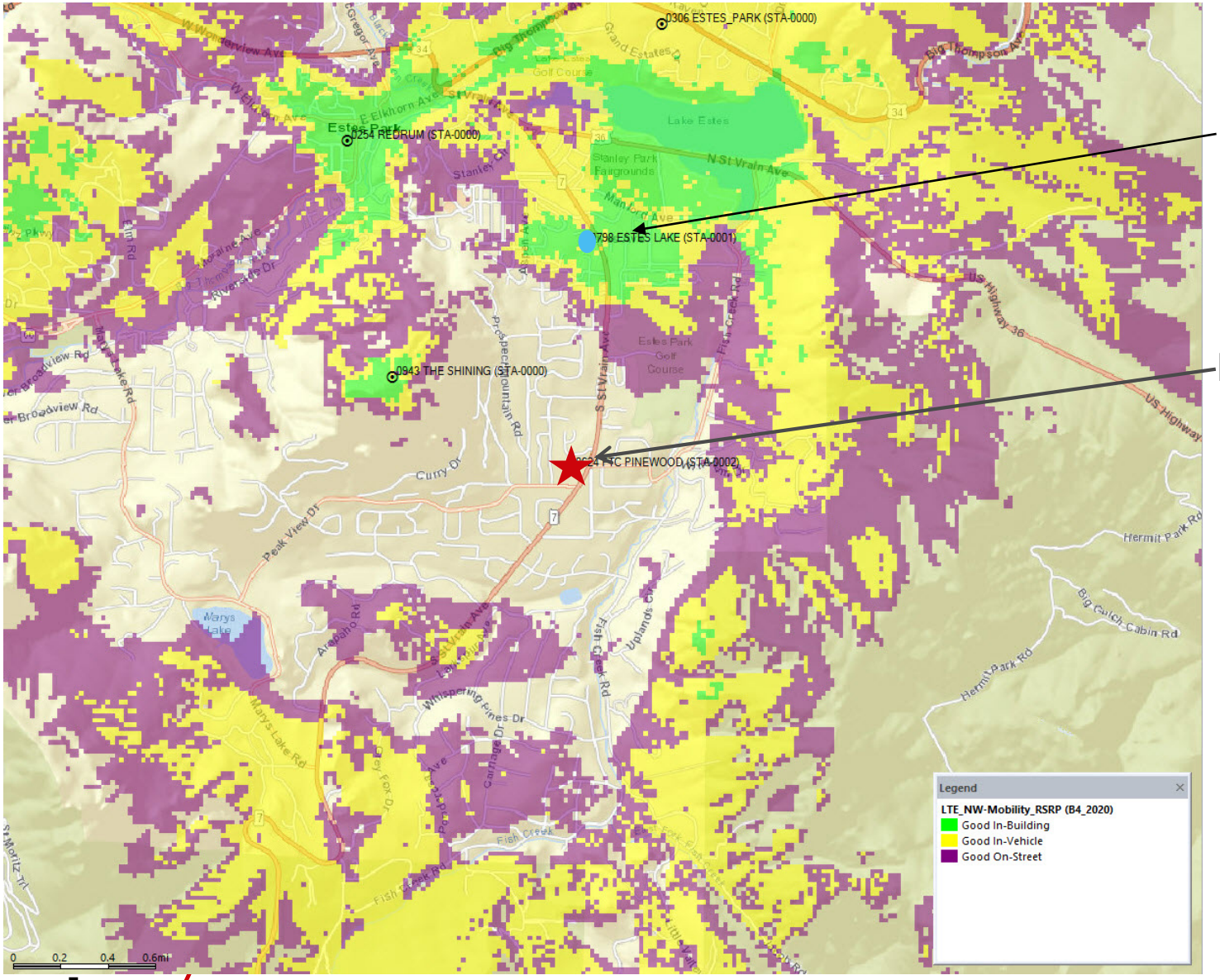
LTE AWS1 - End of 2020 Coverage without proposed site



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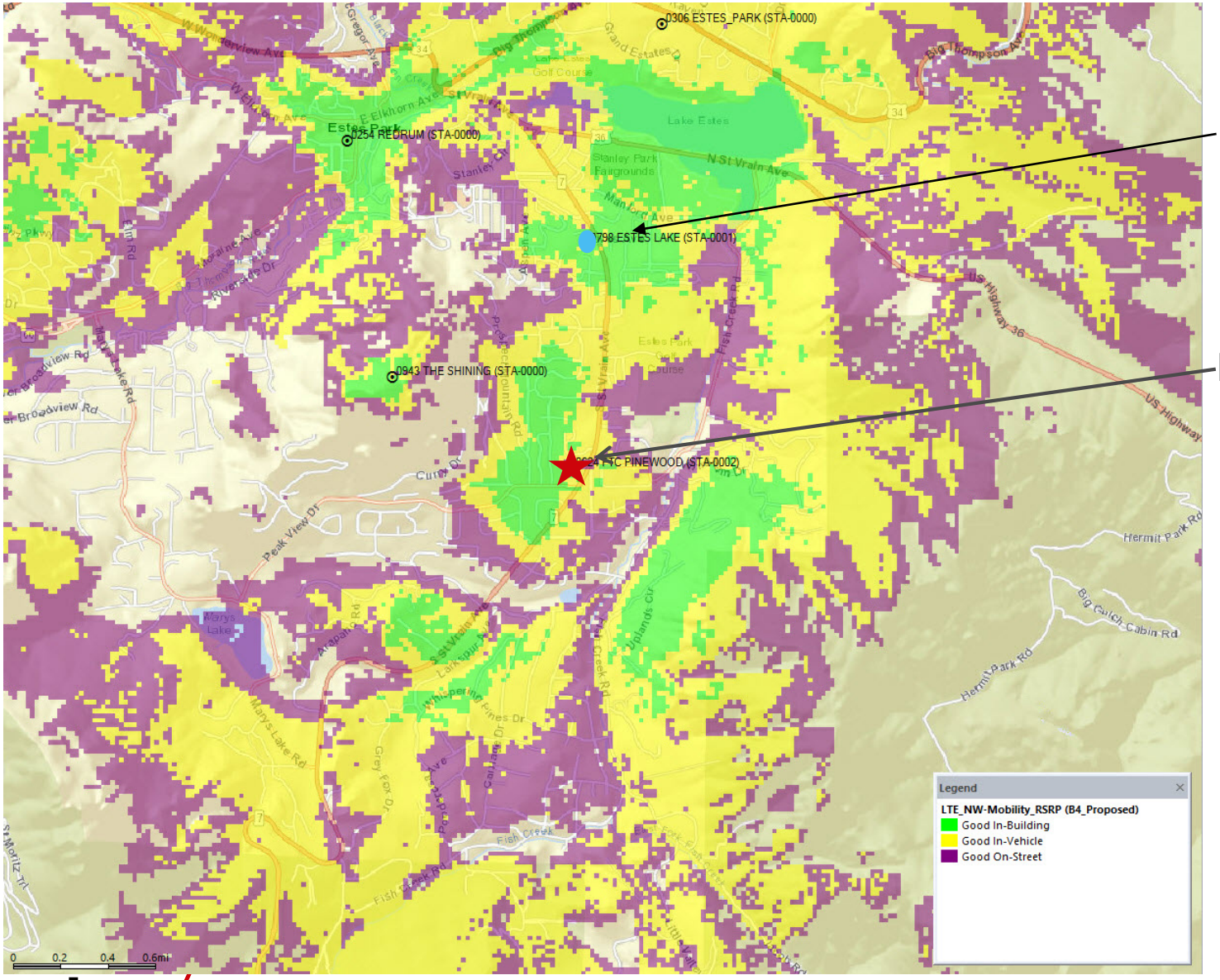
LTE AWS1 - Proposed Coverage with proposed site



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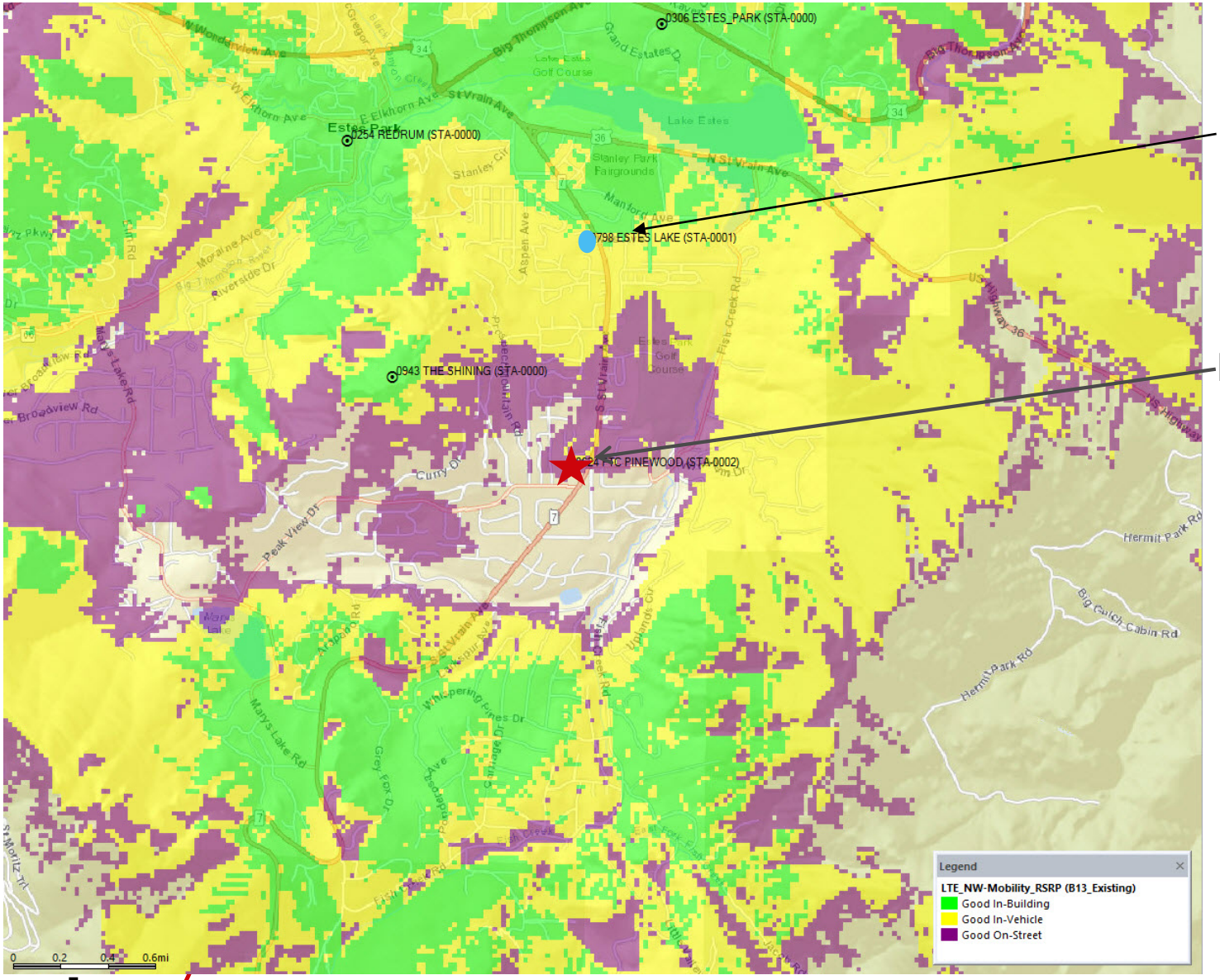
LTE 700 - Existing Coverage without proposed site



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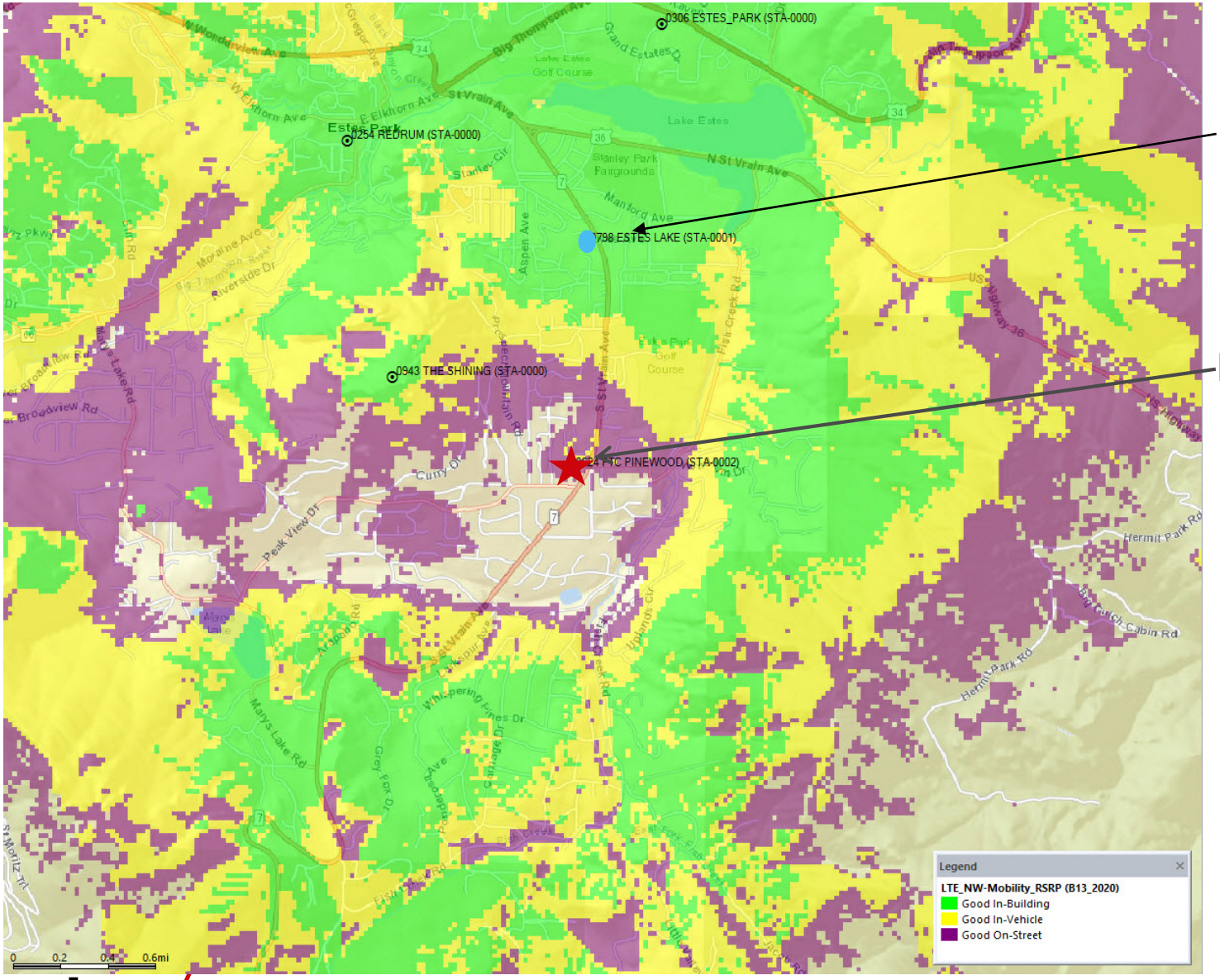
LTE 700 - End of 2020 Coverage without proposed site



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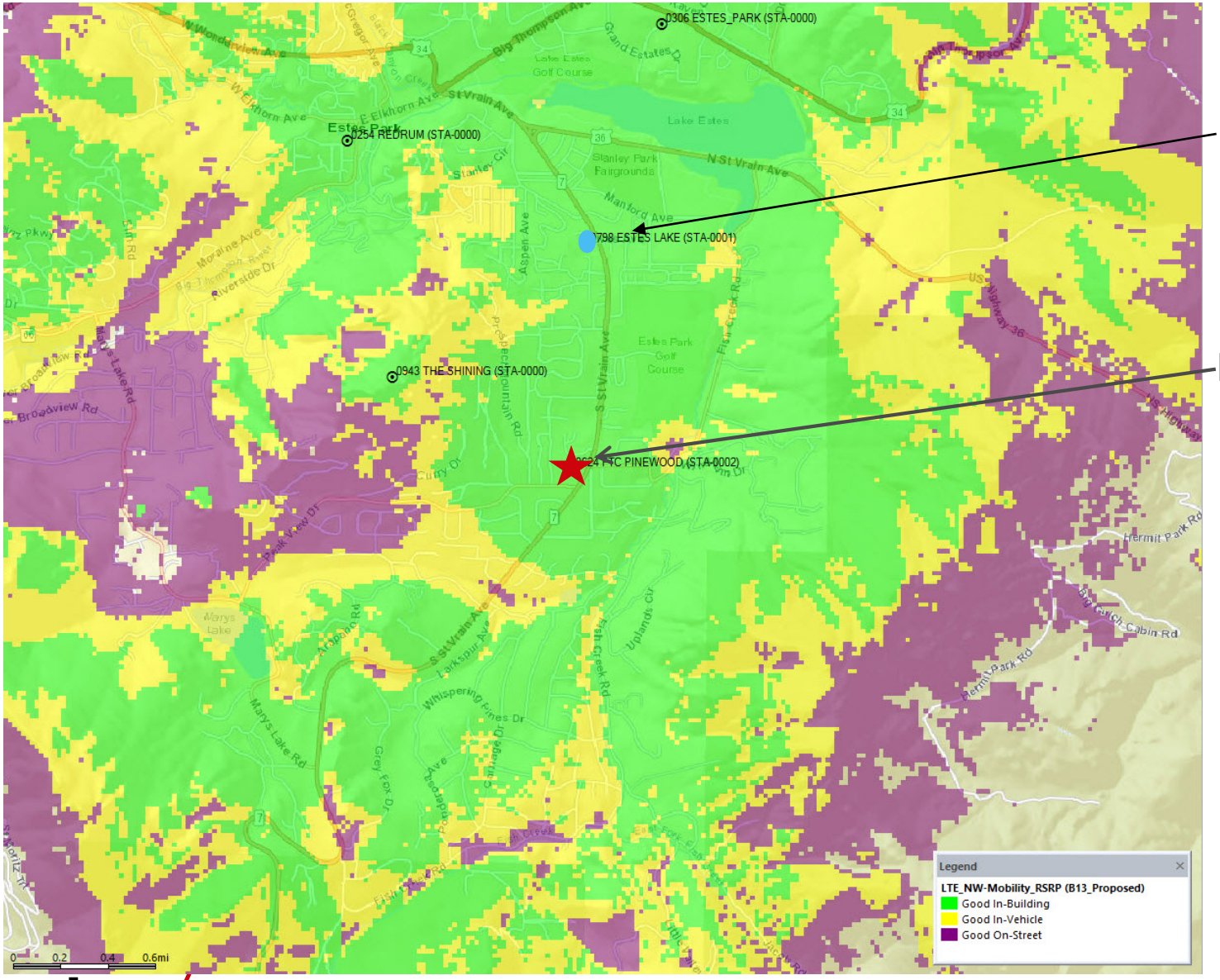
LTE 700 - Proposed Coverage with proposed site



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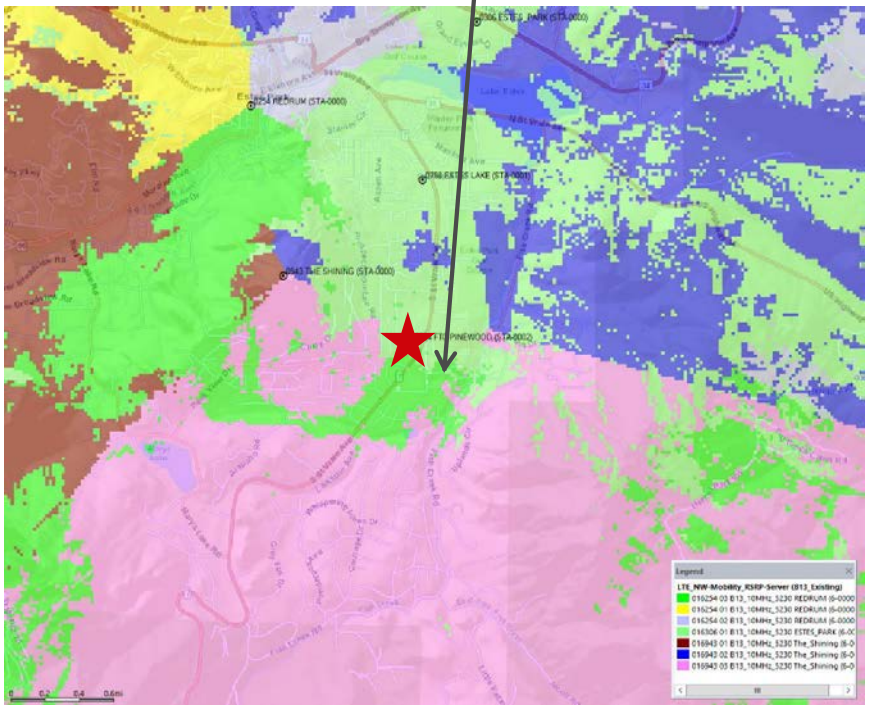
Serving Sector Maps:

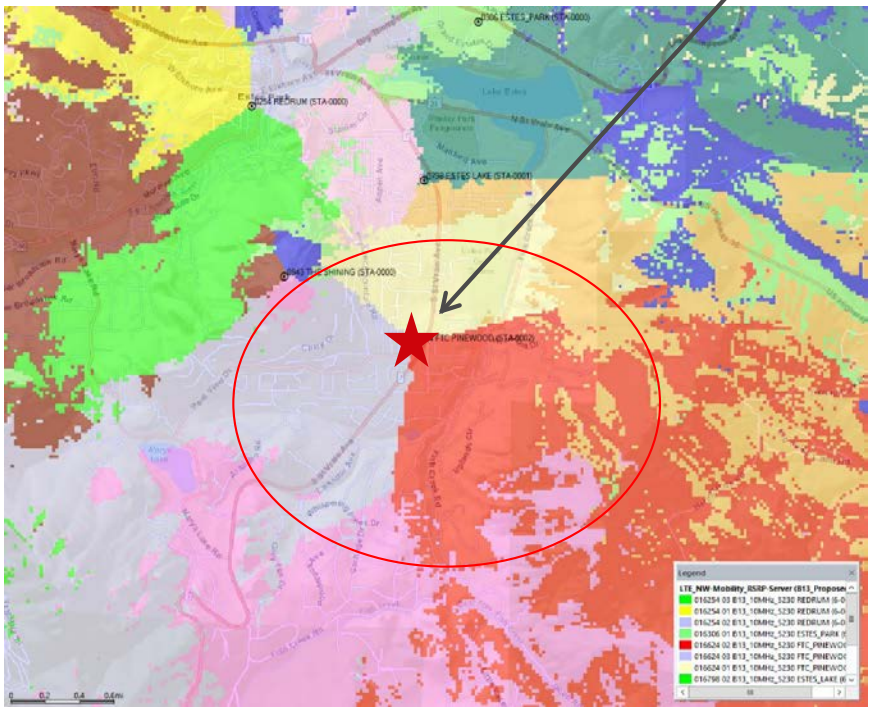
Best Server without proposed site

Best Server with proposed site

Current server for this area

Proposed Site





The proposed will improve both capacity and coverage in the highlighted area in red. The plots above show the areas that each site / sector areas of service in a different color. The left map shows what existing coverage with the overloaded sector showing in pink. The right map shows the area this new site will cover encircled in red. This project will improve service by providing necessary capacity to support the growth we are seeing in 4G data traffic. The Yellow, red, and gray areas around the proposed site will see much better service

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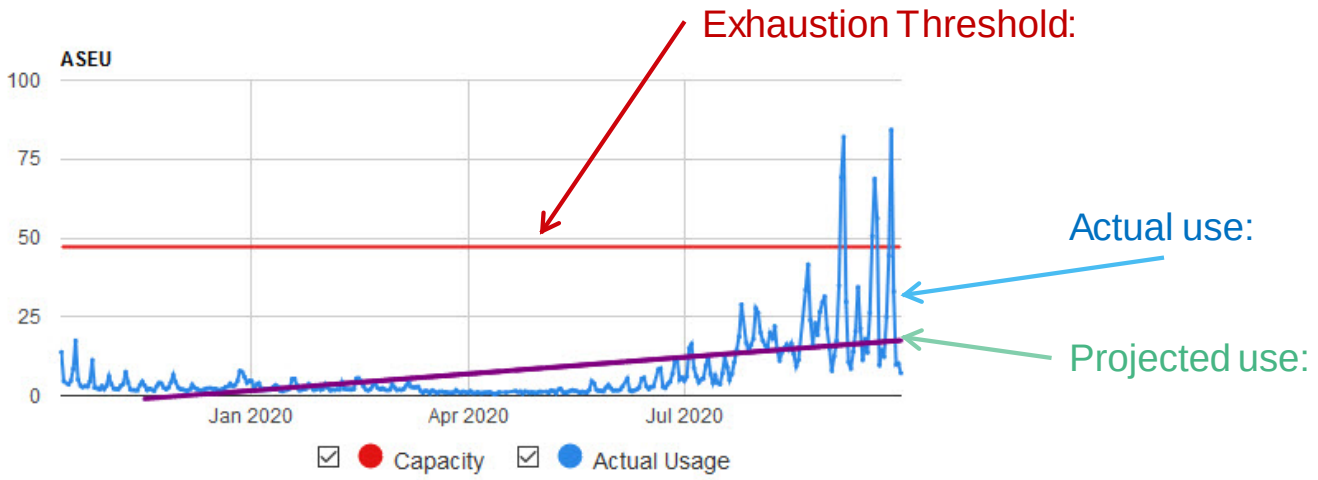
Capacity Projection for Surrounding Sectors
1425 Prospect Mountain Drive (Sector 2)



Summary:"SHINING" site is located at 1425 Prospect Mountain Drive. The beta sector of this site that we are trying to offload has been a triggering sector during the summer months and exceeds capacity. This sector covers a large area as shown in slide 14 (it is the sector denoted by the red color in the map). The proposed site (PINEWOOD) will offload traffic at "SHINING" site.

Detail below:
The graph above shows ASEU (Average Eligible Users per TTI) which is a measurement of the customer data usage that this sector currently serves. The green line shows the daily data use on this sector of the wireless facility site. The red line is the limit where the sector becomes exhausted and service starts to degrade. The point in time where we see the blue line go above the red line is when we will start seeing service begin to degrade. Service will quickly degrade after that point as usage continues to grow.

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Because we live and work there too.

We believe technology can help solve our biggest social problems.

We're working with innovators, community leaders, non-profits, universities and our peers to address some of the unmet challenges in education, healthcare and energy management.

Learn more about our corporate social responsibility at www.verizon.com.

verizon

verizon

FTC Pinewood

VERIZON WIRELESS TELECOMMUNICATION FACILITY

MACRO SITE - MONOPINE

NORTH

View From Peak View Dr

EXISTING SITE

AERIAL LOCATION

PHOTO SIMULATION - 75’ MONOPOLE

Technology Associates

Drawn By: **Dakota Hawks**
Salt Lake City Office
Drawn For: **Mountain View Bible Fellowship**
Fred Hess

Salt Lake Office
7896 South Highland Dr
Cottonwood Hieghts, UT 84123
801-463-1020

Corporate
3115 Melrose Drive
Carlsbad, CA 92010
760-765-5275

FTC Pinewood

VERIZON WIRELESS TELECOMMUNICATION FACILITY

MACRO SITE - MONOPINE

W

View From Country Club Dr

EXISTING SITE

AERIAL LOCATION

PHOTO SIMULATION - 75’ MONOPOLE

Technology Associates

Drawn By: **Dakota Hawks**
Salt Lake City Office
Drawn For: **Mountain View Bible Fellowship**
Fred Hess

Salt Lake Office
7896 South Highland Dr
Cottonwood Hieghts, UT 84123
801-463-1020

Corporate
3115 Melrose Drive
Carlsbad, CA 92010
760-765-5275

FTC Pinewood

VERIZON WIRELESS TELECOMMUNICATION FACILITY

MACRO SITE - MONOPINE

NE

View From residenses near Axminster Lane

EXISTING SITE

AERIAL LOCATION

PHOTO SIMULATION - 75’ MONOPOLE

Technology Associates

Drawn By: **Dakota Hawks**
Salt Lake City Office
Drawn For: **Mountain View Bible Fellowship**
Fred Hess

Salt Lake Office
7896 South Highland Dr
Cottonwood Hieghts, UT 84123
801-463-1020

Corporate
3115 Melrose Drive
Carlsbad, CA 92010
760-765-5275

Hi Jeff,
Regarding the proposed cell tower at Mountain View church, the properties neighboring this proposal have just had two four-
story buildings built right along their fence, I'm truly stunned that the town wants to further rub salt into that wound by throwing a cell tower into the mix. The application for the tower states that "FTC Pinewood was originally proposed on the golf course, however this design was rejected by the city". Surely putting this thing on a golf course is preferable to putting it right in residents back yards? On what grounds was it rejected there?

Furthermore, it states "All other surrounding parcels are residential/estates, leaving the church as the best suitable location." but in reality, it is right in the middle of residential areas, no to mention the town housing authority's own residential buildings, which will be right next to the tower. The PhotoSim on the town website is misleading, as there are now two new significant structures which aren't present in the PhotoSim.

Why is the golf course not an acceptable option for the town, when it was the first choice for the tower? If Verizon wanted to build this tower on the golf course, how is it possibly in the town's interest to deny that and instead prefer this location right amongst our homes?

Regards,
Anthony

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TOWN OF ESTES PARK
COMMUNITY DEVELOPMENT

Memo

To: Honorable Mayor Koenig
Board of Trustees

Through: Town Administrator Machalek

From: Randy Hunt, Community Development Director
Jeffrey Woeber, Senior Planner

Date: February 23, 2021

RE: *Resolution 18-21 Establishing an Advisory Committee Framework for the Estes Park Comprehensive Plan*

(Mark all that apply)

☐ PUBLIC HEARING ☐ ORDINANCE ☐ LAND USE
☐ CONTRACT/AGREEMENT ☒ RESOLUTION ☐ OTHER_____

QUASI-JUDICIAL ☐ YES ☒ NO

Objective:
Consideration of a resolution establishing a framework for an advisory committee for the Estes Park Comprehensive Plan. The advisory committee will provide input through the planning process of drafting a new Comprehensive Plan.

Present Situation:
The Town has received grant funding from the Colorado Department of Local Affairs (DOLA) for a new Comprehensive Plan and subsequent Development Code rewrite. DOLA recently awarded the full amount of the request for $150,000 to the Town.

An advisory committee to advise on matters regarding the Comprehensive Plan was proposed as part of the grant application to DOLA. Such a committee can play a central role and provide for adequate community representation to help guide the process and planning effort to draft a new Comprehensive Plan. The Code rewrite task will come later and is not part of the advisory committee framework at this time.

Proposal:
With input and direction from the Board of Trustees and the Town Administrator, staff will coordinate the formulation of an advisory committee.

The purpose of the advisory committee is as follows:

1. Serve as advisors in support of drafting a Comprehensive Plan, by giving overall guidance to the process and ensuring ample public participation and specialized input in the development of the Plan.
2. Consider issues, review data, consider alternatives, discuss ideas, refine vision and values, advise staff, Planning Commission, and elected officials, and make

recommendations to those entities and the community regarding goals, policies and strategies being developed for the Plan.

3. Be a link to the community at large by sharing the planning process with acquaintances, colleagues, and communities of interest in the spirit of information-sharing and outreach to different segments of the community, without biases and prejudices to the outcomes.
4. During the Comprehensive Planning process, the advisory committee should strive to maintain compliance with applicable standards and requirements from DOLA, per the grant award contract, and with applicable state and local regulatory requirements for ad-hoc committees.

Advisory Committee Selection Process

Staff anticipates receiving direction from the Town Board in determining types of stakeholders to be included in the membership of the advisory committee, the number of members, as well as details in the formulation of an interview panel to interview and select the committee members. Per adopted Policy 102 (Town Committees), the Town anticipates posting a notice to solicit applicants for the advisory committee. Policy 102 also requires bylaws for the advisory committee. With direction from the Town Board, staff will draft bylaws for the Town Board's review and approval.

Staff would caution that with the acceptance of the DOLA grant, there is a firm timeline for completing the Comprehensive Plan which is unlikely to be extended past Jan. 31, 2023, which sounds like a long time away but is not. Therefore, the process to finalize the advisory committee process and appointments is on an expedited timeline.

Advantages:

- The committee will help ensure that the Comprehensive Planning process has adequate public involvement, and the end product meets the community's expectations.

Disadvantages:

- It is challenging to successfully recruit representatives from certain population and minority groups, which limits input and community representation.
- While important for the legitimacy of the process, staff time must be devoted to working with the advisory committee and there is limited staff resources.

Action Recommended:

Staff recommends adoption of Resolution 18-21.

Budget:

Staff anticipates few direct expenses as a result of the committee.

Level of Public Interest:

It is anticipated there will be a fairly high level of public interest.

Sample Motion:

I move that the Town Board of Trustees approve Resolution 18-21.

Attachment:

1. Resolution 18-21

RESOLUTION 18-21

ESTABLISHING A FRAMEWORK FOR THE ESTES PARK COMPREHENSIVE PLAN ADVISORY COMMITTEE

WHEREAS, the Town of Estes Park has received a grant award through the Colorado Department of Local Affairs (DOLA), Energy and Mineral Impact Assistance Funds, to draft a new Estes Park Comprehensive Plan; and

WHEREAS, community involvement and direction throughout the Comprehensive Planning process is critical to the long-term success of the plan; and

WHEREAS, the Board of Trustees has determined a Comprehensive Plan Advisory Committee is to be established to give overall guidance and ensure ample public participation in the Comprehensive Planning process.

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

The Board of Trustees hereby establishes a Comprehensive Plan Advisory Committee as an advisory committee of the Town. The Committee shall dissolve upon adoption by the Town Board of a new comprehensive plan for the Town.

DATED this _____ day of _____, 2021.

TOWN OF ESTES PARK

_____
Mayor

ATTEST:

_____
Town Clerk

APPROVED AS TO FORM:

_____
Town Attorney

Open letter to Town of Estes Park Trustees
RE: Comprehensive Plan Advisory Committee
2.17.2021

Congratulations on getting the State, Department of Local Affairs (DOLA) grant to assist with the overdue update of the Comprehensive Plan. As typical of such government grants, they require establishment of a citizens “advisory” committee to ensure broad community outreach and input for the Plan and I understand you will be considering the formation of such committee soon. The following are my suggestions for your consideration of such.

Please consider distinguishing between the DOLA required “advisory” committee vs. a “steering” committee. I was glad to be an ad hoc member of the previous “steering” committee headed by then Trustee Ron Norris to investigate and propose joint Plan update contents for a RFP to qualified planning consultants for the then joint planning district. The DOLA required “advisory” committee should advise: the consultant, planning commission and Trustees on how to best outreach property owners and residents for their input to the Plan, as it should be the community’s Plan; an overarching, long term Plan to lead the Planning Commission and Trustees in refining or developing all land use regulations for the planning area.

A Comprehensive Plan is a long term view of the physical character and corresponding land use strategy and policies of the Town and surrounding community; from the invested property owners and community residents. In our case, “long term” (20 years +), should mean “sustainable”, preserving and maintaining the physical character (mountain valley: scenery, wildlife, interaction with the natural environment); and the vibrant nature of our community. “Land Use”, implies: property owners rights, use and investment, plus the associated Land Use process and regulations.

Please consider the difference between advisory committee members, vs. the attached consultant, staff, and liaison representatives. Committee members should control the nature and content of their advisory suggestions with the assistance of the experience and expertise of the attached representatives.

With the above in mind, here are some suggestions for Committee make up, per above:

- Committee members (9 or so):
- Community leaders “at large”, several of diverse roles and ages.
- Large, Town HOA reps., a full time and a part time owner.
- Large, Town-adjacent HOA rep.
- Commercial property owner reps., (representing both resident and visitor revenues), a couple.
- Senior Citizens Center rep.

Attached support suggestions:

Consultant: (experience and expertise in developing Comp Plans).

Staff:
Town Community Planning rep. (managing consultants, local planning and Land Use regulation).
County planning rep. (County coordination).
Town Public Works rep. (local infrastructure, parks, trails, etc.).

Liaison and coordination:
Town Trustee rep. (community interests, budgets, etc.).
Planning Commission rep. (community interests, consultant direction, local Land Use).
Board of Adjustment rep. (Zoning).
Estes Valley Planning Committee rep. (unincorporated surrounding area).
RMNP rep.? (environmental, ecology, mountain valley character, wildlife).
Colorado Parks and Wildlife rep.? (ecology, wildlife).

These suggestions are in the interest of an appropriate Comp Plan to lead the future physical development of our valued community from a somewhat informed citizen, and do not represent any local civic groups to which I belong. Thanks for the opportunity to make these suggestions and best wishes for a very successful endeavor.

Regards…..
Rex Poggenpohl
Member, American Planning Association

Public Comment Received
02-23-2021 by 12pm

Letter to the Trustees for Feb. 23, 2021 meeting from Johanna Darden

Bill J. Darden Tue, Feb 23, 2021 at 12:05 PM

To: Mayor Koenig and Trustees of Estes Park

From: Johanna Darden, 501 MacGregor Avenue, Estes Park, CO 80517

In Re: Resolution 18-21 Establishing an advisory Committee Framework for the Estes Park Comprehensive Plan

I read the information in the packet for today's meeting concerning Resolution 18-21. I find the Advantages and Disadvantages comments in conflict with each other.

Under Advantages, it is stated: "The committee will ensure that the comprehensive planning process has adequate public involvement, and the end product meets the community's expectations."

Under Disadvantages, it is stated: "While important for the legitimacy of the process, staff time must be devoted to working with the advisory committee and there is limited staff resources."

I believe that the comprehensive planning process will not be legitimate unless town staff will be able to devote the time necessary to assure a comprehensive plan that meets the community's expectations. The comprehensive plan is the most important plan we will have. It will be referred to when determining how we should move forward with growth and maintain that which makes our town and the Estes Valley special. Find the money necessary to make the process legitimate!

I would hope the planners who are selected to meet with the advisory committee and the town will send a survey out by U.S. mail and e-mail to everyone who has the right to have a say in this very important process. We are in a pandemic, and it is important to reach everyone, even those people who cannot be contacted or who cannot respond by e-mail or zoom, etc.

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TOWN OF ESTES PARK
FINANCE DEPT

Memo

To: Honorable Mayor Koenig
Board of Trustees

Through: Town Administrator Machalek

From: Duane Hudson, Finance Director

Date: *February 23, 2021*

RE: *Resolution 19-21 Supplemental Budget Appropriations # 2* to the 2021 Budget

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(Mark all that apply)

☐ PUBLIC HEARING ☐ ORDINANCE ☐ LAND USE
☐ CONTRACT/AGREEMENT ☒ RESOLUTION ☐ OTHER_____

QUASI-JUDICIAL ☐ YES ☒ NO

Objective:
Amend the budget for participation in the update to the 2009 Community Wildfire Protection Plan, for two grants received for the Fall River Trail Improvements, Phases 1A & 1B, and for a wireless hotspot grant.

Present Situation:

The following summarizes the proposed changes by Fund:

General Fund: Increase $10,000

This increase is to appropriate $10,000 funding for an update to the 2009 Community Wildfire Protection Plan (CWWP). The last Community Wildfire Protection Plan was completed in 2009 by a core team made up of the Town, the Estes Park Volunteer Fire Dept, and the Colorado State Forest Service. Larimer County, the US Forest Service, and Rocky Mountain National Park were also involved. The core team for this planned update includes the Town, the Estes Valley Fire Protection District, Larimer County, the Colorado State Forest Services, and the Estes Valley Watershed Coalition. Other participants include the US Forest Service, Rocky Mountain National Park, Northern Water, the Bureau of Reclamation, and the Big Thompson Conservation District. Broad community and stakeholder involvement will be critical to getting the most out of this update effort.

Much of the 2009 plan is still relevant and valid. This update will focus on assessing what has been done since the 2009 plan, updating fire danger areas based on our

current understanding, and further refining the action items and project areas. This can help ensure the safety of our community and reduce the risk of damage to structures and watersheds. Additionally, communities with a CWPP may get priority access to certain funding sources for hazardous fuels reduction projects.

Open Space Fund: Increase $626,890

This increase is to appropriate use of a $448,226 state grant from the State of Colorado for the Fall River Trail Improvements, Phase 1B, including $178,664 matching funds.

Trails Improvement Fund: Increase $1,193,750

This increase is to appropriate use of a $955,000 federal grant for the Fall River Trail Improvements, Phase 1A, including $238,750 matching funds.

Information Technology Fund: Increase $6,100

This increase is to appropriate use of a $5,000 state grant for the wireless hotspot grant, including an additional $1,100 for matching funds.

Proposal:
To provide for these items, the moneys must be appropriated within the proper funds. The attached budget resolution provides for the required appropriations.

Advantages:
- Town staff will be authorized to proceed with the specified grant projects.

Disadvantages:
- None identified.

Action Recommended:
Staff recommends approval of the supplemental budget resolution as presented.

Finance/Resource Impact:
After reflecting these changes, the General Fund has not changed and is projected to end 2021 with a 29.7% fund balance. Each fund is expected to end with a positive fund balance as well.

Level of Public Interest
The level of public interest is expected to be low to moderate. No comments have been received.

Sample Motion:
I move for the **approval/denial** of Resolution 19-21 Supplemental Budget Appropriations #2 to the 2021 Budget.

Attachments:
1. Resolution 19-21 Supplemental Budget Appropriations #2 to the 2021 Budget
2. Recap of Proposed Budget Amendments and Supporting Schedules

RESOLUTION 19-21

SUPPLEMENTAL BUDGET APPROPRIATIONS #2 TO THE 2021 BUDGET

WHEREAS, the Board of Trustees of the Town of Estes Park has adopted the 2021 annual budget in accordance with the Local Government Budget Law on November 24th, 2020; and

WHEREAS, additional projects and activities have been identified that were not known or were not included in the currently approved annual budget; and

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, so as not to impair the operations of the Town of Estes Park.

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

That the appropriations for 2021 be increased by $1,836,740 for the funds specified below and these amounts are hereby appropriated from additional revenue or available fund balance of each fund.

Fund #	Fund Name	Existing Appropriations	Amendment	Amended Appropriations
101	General Fund	19,674,907	10,000	19,684,907
204	Community Reinvestment Fund	1,402,001	0	1,402,001
211	Conservation Trust Fund	30,500	0	30,500
220	Larimer County Open Space Fund	278,540	626,890	905,430
236	Emergency Response System Fund	63,845	0	63,845
238	Community Center Fund	713,885	0	713,885
244	Trails Fund	233,327	1,193,750	1,427,077
256	Parking Services Fund	737,663	0	737,663
260	Street Fund	2,084,819	0	2,084,819
502	Power and Communications Fund	20,766,478	0	20,766,478
503	Water Fund	8,380,515	0	8,380,515
606	Medical Insurance Fund	2,731,792	0	2,731,792
612	Fleet Maintenance Fund	1,306,276	0	1,306,276
625	Information Technology Fund	951,379	6,100	957,479
635	Vehicle Replacement Fund	0	0	0
645	Risk Management Fund	361,327	0	361,327
	Total All Funds	59,717,254	1,836,740	61,553,994

DATED this _____ day of _____, 2021.

TOWN OF ESTES PARK

_____
Mayor

ATTEST:

_____
Town Clerk

APPROVED AS TO FORM:

_____
Town Attorney

TOWN OF ESTES PARK
BA#1 - 2021 BUDGET
RECAP OF PROPOSED BUDGET
ALL FUNDS

	101 GENERAL FUND	204 COMMUNITY REINVESTMENT	211 CONSERVATION TRUST	220 LARIMER COUNTY OPEN SPACE	236 EMERGENCY RESPONSE	238 COMMUNITY CENTER	244 TRAILS	256 PARKING SERVICES	260 STREET
Revenues	$17,798,533	$1,400,857	$33,300	$899,226	$71,589	$713,885	$1,314,943	$792,200	$1,756,324
Expenses	19,684,907	1,402,001	30,500	905,430	63,845	713,885	1,427,077	737,663	2,084,819
Net	(1,886,374)	(1,144)	2,800	(6,204)	7,744	0	(112,134)	54,537	(328,495)
Estimated Beginning Fund Balance, 1/1/21	7,809,265	2,874	22,699	102,531	85,589	0	399,805	1,250	852,027
Estimated Ending Fund Balance, 12/31/21	$5,922,891	$1,730	$25,499	$96,327	$93,333	$0	$287,671	$55,787	$523,532
Budgeted Reserves									
Pkg Garage Maint Reserve 101-1700-417-37-99	36,000	-	-	-	-	-	-		-
Nonspendable Prepaid Fund Bal & Restr Donations	192,228	-	-	-	-	-	-		-
Policy 660 Fund Balance Reserves	4,799,513	-	-	-	-	-	-		-
Total Reserved Fund Balance	5,027,741	-	-	-	-	-	-		-
Unreserved Budgetary Fund Balance	$895,150	$1,730	$25,499	$96,327	$93,333	$0	$287,671		$523,532

	502 POWER AND COMMUNICATIONS	503 WATER	606 MEDICAL INSURANCE	612 FLEET	625 INFORMATION TECHNOLOGY	635 VEHICLE REPLACEMENT	645 RISK MANAGEMENT	TOTAL
Revenues, As Amended	$18,985,875	$6,682,472	$2,784,228	$767,107	$960,751	$509,386	$361,327	$55,832,003
Expenses, As Amended	20,766,478	8,380,515	2,731,792	1,306,276	957,479	0	361,327	61,553,994
Net	(1,780,603)	(1,698,043)	52,436	(539,169)	3,272	509,386	0	(5,721,991)
Estimated Beginning Fund Balance, 1/1/21	9,444,814	5,239,989	2,006,531	669,851	341,566	511,159	44	27,489,994
Estimated Ending Fund Balance, 12/31/21	$7,664,211	$3,541,946	$2,058,967	$130,682	$344,838	$1,020,545	$44	$21,768,003
Budgeted Reserves								
Pkg Garage Maint Reserve 101-1700-417-37-99	-	-	-	-	-	-	-	36,000
Nonspendable Prepaid Fund Bal & Restr Donations	-	-	-	-	-	-	-	192,228
Equipment Reserve	2,055,991	620,117	-	-	-	1,020,545	-	3,696,653
Policy 660 Fund Balance Reserves	4,070,681	1,144,683	1,048,194	130,628	200,000	-	-	11,393,698
Total Reserved Fund Balance	6,126,672	1,764,800	1,048,194	130,628	200,000	1,020,545	-	15,318,579
Unreserved Budgetary Fund Balance	1,537,539	1,777,146	1,010,773	54	144,838	-	44	6,449,424

TOWN OF ESTES PARK
BA#1 - 2021 BUDGET
SUMMARY BY DEPARTMENT
GENERAL FUND # 101

	Dept #	2019 Actual	2020 Amended Budget	2020 EOY Estimate	2021 Adopted Budget	Amendment	2021 Amended Budget
REVENUE							
Taxes		14,431,402	9,047,222	11,968,436	12,771,362	-	12,771,362
Licenses and permits		809,296	715,419	709,619	705,893	-	705,893
Intergovernmental		638,151	1,196,482	1,689,451	933,773	-	933,773
Charges for services		756,871	403,255	391,413	636,201	-	636,201
Fines and forfeitures		61,890	45,000	33,000	33,000	-	33,000
Rental income		312,372	320,441	265,117	189,569	-	189,569
Investment income		166,001	60,000	60,000	124,000	-	124,000
Donations		141,447	43,300	42,750	39,300	-	39,300
Miscellaneous		236,408	158,906	156,366	160,406	-	160,406
Transfers-In from other funds		4,747,438	1,858,565	1,951,565	2,205,029	-	2,205,029
Sale of assets		-	-	640	-	-	-
Financing Proceeds		-	-	-	-	-	-
Total Revenues		22,301,276	13,848,590	17,268,357	17,798,533	-	17,798,533
EXPENDITURES							
Legislative	1100	244,133	299,675	257,934	269,952	-	269,952
Attorney	1190	157,524	338,847	314,279	311,647	-	311,647
Judicial	1200	79,935	77,187	78,253	73,594	-	73,594
Town Administrator	1300	333,761	375,076	359,783	316,650	-	316,650
Town Clerk	1400	389,566	367,056	373,300	280,489	-	280,489
Finance	1500	545,941	573,808	570,660	598,691	-	598,691
Planning	1600	683,115	780,715	792,975	950,240	-	950,240
Facilities	1700	1,126,354	1,366,792	1,357,176	1,113,067	-	1,113,067
Human Resources	1800	120,124	283,618	273,042	255,574	-	255,574
Community Svcs	1900	1,229,985	1,338,284	1,544,849	1,649,551	10,000	1,659,551
Police - Patrol	2100	3,613,063	3,821,922	3,879,511	4,076,752	-	4,076,752
Police - Communications	2155	1,020,236	972,614	982,062	1,029,951	-	1,029,951
Police - Comm Svc	2175	313,582	370,888	377,572	386,745	-	386,745
Police - Code Enforcement	2185	98,345	129,394	132,917	131,955	-	131,955
Building Safety	2300	620,963	638,284	592,892	546,736	-	546,736
Engineering	2400	314,032	374,426	367,016	357,487	-	357,487
Visitor Services	2600	487,629	449,421	445,706	509,162	-	509,162
Streets and Highways	3100	1,027,385	1,223,209	1,136,254	1,262,547	-	1,262,547
Parks	5200	1,087,145	1,189,214	1,126,396	1,079,551	-	1,079,551
Senior Center	5304	-	-	-	-	-	-
Special Events	5500	1,834,159	1,731,208	1,501,914	2,163,099	-	2,163,099
Transit	5600	620,908	1,385,974	1,403,371	520,207	-	520,207
Parking	5690	180,319	-	-	-	-	-
Museum	5700	391,419	403,679	397,925	419,403	-	419,403
Transfers Out	9000	3,199,789	2,326,264	2,428,138	1,371,857	-	1,371,857
Rounding		(8)	-	-	-	-	-
Total Expenditures		19,719,404	20,817,555	20,693,925	19,674,907	10,000	19,684,907
Net Income (Loss)		2,581,872	(6,968,965)	(3,425,568)	(1,876,374)	(10,000)	(1,886,374)
Beginning Fund Balance		8,652,961	11,234,833	11,234,833	7,809,265	-	7,809,265
Ending Fund Balance		11,234,833	4,265,868	7,809,265	5,932,891	(10,000)	5,922,891

TOWN OF ESTES PARK
BA#1 - 2021 BUDGET
SUMMARY BY DEPARTMENT
COMMUNITY REINVESTMENT FUND # 204

	Dept #	2019 Actual	2020 Amended Budget	2020 EOY Estimate	2021 Adopted Budget	Amendment	2021 Amended Budget
REVENUE							
Taxes		-	-	-	-	-	-
Licenses and permits		-	-	-	-	-	-
Intergovernmental		173,516	-	-	-	-	-
Charges for services		-	-	-	-	-	-
Fines and forfeitures		-	-	-	-	-	-
Rental income		-	-	-	-	-	-
Investment income		38,647	10,000	10,000	29,000	-	29,000
Donations		-	-	-	-	-	-
Miscellaneous		-	-	-	-	-	-
Transfers-In from other funds		3,184,789	2,016,673	2,109,547	1,371,857	-	1,371,857
Sale of assets		-	-	-	-	-	-
Financing Proceeds		-	-	-	-	-	-
Total Revenues		3,396,952	2,026,673	2,119,547	1,400,857	-	1,400,857
EXPENDITURES							
Community Reinvestment Fund	5400	72,264	153,953	153,953	22,000	-	22,000
Capital Outlay	5400	941,453	951,393	951,393	59,000	-	59,000
Debt Service	6700	916,866	918,327	918,327	918,001	-	918,001
Transfers Out	9000	2,825,468	-	93,000	403,000	-	403,000
Rounding		-	-	-	-	-	-
Total Expenditures		4,756,051	2,023,673	2,116,673	1,402,001	-	1,402,001
Net Income (Loss)		(1,359,099)	3,000	2,874	(1,144)	-	(1,144)
Beginning Fund Balance		1,359,099	-	-	2,874	-	2,874
Ending Fund Balance		-	3,000	2,874	1,730	-	1,730

TOWN OF ESTES PARK
BA#1 - 2021 BUDGET
SUMMARY BY DEPARTMENT
CONSERVATION TRUST FUND # 211

	Dept #	2019 Actual	2020 Amended Budget	2020 EOY Estimate	2021 Adopted Budget	Amendment	2021 Amended Budget
REVENUE							
Taxes		-	-	-	-	-	-
Licenses and permits		-	-	-	-	-	-
Intergovernmental		35,949	32,000	32,000	33,000	-	33,000
Charges for services		-	-	-	-	-	-
Fines and forfeitures		-	-	-	-	-	-
Rental income		-	-	-	-	-	-
Investment income		970	300	300	300	-	300
Donations		-	-	-	-	-	-
Miscellaneous		1,760	-	-	-	-	-
Transfers-In from other funds		-	-	-	-	-	-
Sale of assets		-	-	-	-	-	-
Financing Proceeds		-	-	-	-	-	-
Total Revenues		38,679	32,300	32,300	33,300	-	33,300
EXPENDITURES							
Conservation Trust Fund		17,207	101,678	101,678	30,500	-	30,500
Rounding		-	-	-	-	-	-
Total Expenditures		17,207	101,678	101,678	30,500	-	30,500
Net Income (Loss)		21,472	(69,378)	(69,378)	2,800	-	2,800
Beginning Fund Balance		70,605	92,077	92,077	22,699	-	22,699
Ending Fund Balance		92,077	22,699	22,699	25,499	-	25,499

TOWN OF ESTES PARK
BA#1 - 2021 BUDGET
SUMMARY BY DEPARTMENT
LARIMER COUNTY OPEN SPACE FUND # 220

	Dept #	2019 Actual	2020 Amended Budget	2020 EOY Estimate	2021 Adopted Budget	Amendment	2021 Amended Budget
REVENUE							
Taxes		-	-	-	-	-	-
Licenses and permits		-	-	-	-	-	-
Intergovernmental		561,059	1,904,000	1,904,000	443,000	448,226	891,226
Charges for services		-	-	-	-	-	-
Fines and forfeitures		-	-	-	-	-	-
Rental income		-	-	-	-	-	-
Investment income		11,441	2,500	2,500	8,000	-	8,000
Donations		-	-	-	-	-	-
Miscellaneous		-	-	-	-	-	-
Transfers-In from other funds		-	-	-	-	-	-
Sale of assets		-	-	-	-	-	-
Financing Proceeds		-	-	-	-	-	-
Total Revenues		572,500	1,906,500	1,906,500	451,000	448,226	899,226
EXPENDITURES							
Open Space	4600	82,355	168,899	173,097	115,040	-	115,040
Capital Outlay	4600	39,225	2,335,268	2,335,268	163,500	626,890	790,390
Transfers Out	9000	300,000	-	-	-	-	-
Rounding		-	-	-	-	-	-
Total Expenditures		421,580	2,504,167	2,508,365	278,540	626,890	905,430
Net Income (Loss)		150,920	(597,667)	(601,865)	172,460	(178,664)	(6,204)
Beginning Fund Balance		553,476	704,396	704,396	102,531	-	102,531
Ending Fund Balance		704,396	106,729	102,531	274,991	(178,664)	96,327

TOWN OF ESTES PARK
BA#1 - 2021 BUDGET
SUMMARY BY DEPARTMENT
EMERGENCY RESPONSE SYSTEM FUND # 236

	Dept #	2019 Actual	2020 Amended Budget	2020 EOY Estimate	2021 Adopted Budget	Amendment	2021 Amended Budget
REVENUE							
Taxes		81,697	47,927	66,370	71,389	-	71,389
Licenses and permits		-	-	-	-	-	-
Intergovernmental		-	-	-	-	-	-
Charges for services		-	-	-	-	-	-
Fines and forfeitures		-	-	-	-	-	-
Rental income		-	-	-	-	-	-
Investment income		419	250	250	200	-	200
Donations		-	-	-	-	-	-
Miscellaneous		-	-	-	-	-	-
Transfers-In from other funds		-	-	-	-	-	-
Sale of assets		-	-	-	-	-	-
Financing Proceeds		291,845	-	-	-	-	-
Total Revenues		373,961	48,177	66,620	71,589	-	71,589
EXPENDITURES							
Emergency Response System	3600	7,962	9,000	22,700	15,300	-	15,300
Debt Service	3600	48,544	48,544	48,544	48,545	-	48,545
Capital Outlay	3600	306,604	-	-	-	-	-
Transfers Out	9000	-	-	-	-	-	-
Rounding		1	-	-	-	-	-
Total Expenditures		363,111	57,544	71,244	63,845	-	63,845
Net Income (Loss)		10,850	(9,367)	(4,624)	7,744	-	7,744
Beginning Fund Balance		79,363	90,213	90,213	85,589	-	85,589
Ending Fund Balance		90,213	80,846	85,589	93,333	-	93,333

TOWN OF ESTES PARK
BA#1 - 2021 BUDGET
SUMMARY BY DEPARTMENT
COMMUNITY CENTER FUND # 238

	Dept #	2019 Actual	2020 Amended Budget	2020 EOY Estimate	2021 Adopted Budget	Amendment	2021 Amended Budget
REVENUE							
Taxes		816,967	479,271	663,704	713,885	-	713,885
Licenses and permits		-	-	-	-	-	-
Intergovernmental		-	-	-	-	-	-
Charges for services		-	-	-	-	-	-
Fines and forfeitures		-	-	-	-	-	-
Rental income		-	-	-	-	-	-
Investment income		-	-	-	-	-	-
Donations		-	-	-	-	-	-
Miscellaneous		-	-	-	-	-	-
Transfers-In from other funds		-	-	-	-	-	-
Sale of assets		-	-	-	-	-	-
Financing Proceeds		-	-	-	-	-	-
Total Revenues		816,967	479,271	663,704	713,885	-	713,885
EXPENDITURES							
Community Center	3800	793,392	479,271	687,279	713,885	-	713,885
Transfers Out	9000	-	-	-	-	-	-
Rounding		-	-	-	-	-	-
Total Expenditures		793,392	479,271	687,279	713,885	-	713,885
Net Income (Loss)		23,575	-	(23,575)	-	-	-
Beginning Fund Balance		-	23,575	23,575	-	-	-
Ending Fund Balance		23,575	23,575	-	-	-	-

TOWN OF ESTES PARK
BA#1 - 2021 BUDGET
SUMMARY BY DEPARTMENT
TRAILS EXPANSION FUND # 244

	Dept #	2019 Actual	2020 Amended Budget	2020 EOY Estimate	2021 Adopted Budget	Amendment	2021 Amended Budget
REVENUE							
Taxes		408,484	239,636	331,852	356,943	-	356,943
Licenses and permits		-	-	-	-	-	-
Intergovernmental		286,000	1,043,745	1,043,745	-	955,000	955,000
Charges for services		-	-	-	-	-	-
Fines and forfeitures		-	-	-	-	-	-
Rental income		-	-	-	-	-	-
Investment income		4,709	1,600	1,600	3,000	-	3,000
Donations		-	-	-	-	-	-
Miscellaneous		-	-	-	-	-	-
Transfers-In from other funds		300,000	-	-	-	-	-
Sale of assets		-	-	-	-	-	-
Financing Proceeds		-	-	-	-	-	-
Total Revenues		999,193	1,284,981	1,377,197	359,943	955,000	1,314,943
EXPENDITURES							
Trails Expansion Operations	3400	40,220	28,919	30,621	33,327	-	33,327
Capital Outlay	3400	773,465	1,744,998	1,744,998	200,000	1,193,750	1,393,750
Transfers Out	9000	-	-	-	-	-	-
Rounding		2	-	-	-	-	-
Total Expenditures		813,687	1,773,917	1,775,619	233,327	1,193,750	1,427,077
Net Income (Loss)		185,506	(488,936)	(398,422)	126,616	(238,750)	(112,134)
Beginning Fund Balance		612,721	798,227	798,227	399,805	-	399,805
Ending Fund Balance		798,227	309,291	399,805	526,421	(238,750)	287,671

TOWN OF ESTES PARK
BA#1 - 2021 BUDGET
SUMMARY BY DEPARTMENT
PARKING SERVICES FUND # 256

	Dept #	2019 Actual	2020 Amended Budget	2020 EOY Estimate	2021 Adopted Budget	Amendment	2021 Amended Budget
REVENUE							
Taxes		-	-	-	-	-	-
Licenses and permits		-	3,900	6,296	4,000	-	4,000
Intergovernmental		-	15,000	15,000	-	-	-
Charges for services		-	22,500	22,500	771,105	-	771,105
Fines and forfeitures		-	-	215	17,095	-	17,095
Rental income		-	-	-	-	-	-
Investment income		-	-	-	-	-	-
Donations		-	-	-	-	-	-
Miscellaneous		-	-	-	-	-	-
Transfers-In from other funds		-	309,591	318,591	-	-	-
Sale of assets		-	-	-	-	-	-
Financing Proceeds		-	-	-	-	-	-
Total Revenues		-	350,991	362,602	792,200	-	792,200
EXPENDITURES							
Parking Services Operations	5690	-	323,998	334,359	734,463	-	734,463
Capital Outlay	5690	-	26,993	26,993	3,200	-	3,200
Transfers Out	9000	-	-	-	-	-	-
Rounding		-	-	-	-	-	-
Total Expenditures		-	350,991	361,352	737,663	-	737,663
Net Income (Loss)		-	-	1,250	54,537	-	54,537
Beginning Fund Balance		-	-	-	1,250	-	1,250
Ending Fund Balance		-	-	1,250	55,787	-	55,787

TOWN OF ESTES PARK
BA#1 - 2021 BUDGET
SUMMARY BY DEPARTMENT
STREET IMPROVEMENT FUND # 260

	Dept #	2019 Actual	2020 Amended Budget	2020 EOY Estimate	2021 Adopted Budget	Amendment	2021 Amended Budget
REVENUE							
Taxes		1,960,721	1,150,251	1,592,890	1,713,324	-	1,713,324
Licenses and permits		-	-	-	-	-	-
Intergovernmental		-	-	-	-	-	-
Charges for services		-	-	-	-	-	-
Fines and forfeitures		-	-	-	-	-	-
Rental income		-	-	-	-	-	-
Investment income		86,357	30,000	30,000	43,000	-	43,000
Donations		-	-	-	-	-	-
Miscellaneous		-	-	-	-	-	-
Transfers-In from other funds		-	-	-	-	-	-
Sale of assets		-	-	-	-	-	-
Financing Proceeds		-	-	-	-	-	-
Total Revenues		2,047,078	1,180,251	1,622,890	1,756,324	-	1,756,324
EXPENDITURES							
Street Improvement Operations	2000	588,488	638,615	637,547	790,519	-	790,519
Capital Outlay	2000	3,771,772	1,378,088	1,378,088	1,294,300	-	1,294,300
Transfers Out	9000	-	-	-	-	-	-
Rounding		(2)	-	-	-	-	-
Total Expenditures		4,360,258	2,016,703	2,015,635	2,084,819	-	2,084,819
Net Income (Loss)		(2,313,180)	(836,452)	(392,745)	(328,495)	-	(328,495)
Beginning Fund Balance		3,557,952	1,244,772	1,244,772	852,027	-	852,027
Ending Fund Balance		1,244,772	408,320	852,027	523,532	-	523,532

TOWN OF ESTES PARK
BA#1 - 2021 BUDGET
SUMMARY BY DEPARTMENT
POWER AND COMMUNICATIONS FUND # 502

	Dept #	2019 Actual	2020 Amended Budget	2020 EOY Estimate	2021 Adopted Budget	Amendment	2021 Amended Budget
REVENUE							
Taxes		-	-	-	-	-	-
Licenses and permits		-	-	-	-	-	-
Intergovernmental		6,548	-	-	-	-	-
Charges for services		19,072,995	17,332,051	17,848,351	18,638,875	-	18,638,875
Fines and forfeitures		-	-	-	-	-	-
Rental income		2,745	-	-	-	-	-
Investment income		316,767	90,000	90,000	241,000	-	241,000
Donations		487,398	-	-	10,000	-	10,000
Miscellaneous		144,708	112,500	112,500	96,000	-	96,000
Transfers-In from other funds		-	-	-	-	-	-
Sale of assets		(9,994)	-	-	-	-	-
Financing Proceeds		-	-	-	-	-	-
Total Revenues		20,021,167	17,534,551	18,050,851	18,985,875	-	18,985,875
EXPENDITURES							
Source of Supply	6100	8,142,386	7,983,854	7,983,854	8,218,997	-	8,218,997
Distribution	6301	3,150,447	4,384,662	4,200,065	4,596,205	-	4,596,205
Customer Accounts	6401	364,903	531,758	545,644	568,897	-	568,897
Admin & General	6501	2,033,486	2,338,316	2,290,401	2,350,429	-	2,350,429
Debt Service	6700	489,968	1,539,928	1,539,928	1,828,726	-	1,828,726
Broadband	6900	452,703	873,370	922,443	548,195	-	548,195
Capital Outlay	7001	20,736	26,578,914	26,578,914	985,000	-	985,000
Transfers Out	6600	1,772,928	1,720,029	1,720,029	1,670,029	-	1,670,029
Rounding		1	-	-	-	-	-
Total Expenditures		16,427,558	45,950,831	45,781,278	20,766,478	-	20,766,478
Net Income (Loss)		3,593,609	(28,416,280)	(27,730,427)	(1,780,603)	-	(1,780,603)
Beginning Fund Balance		8,969,681	37,175,241	37,175,241	9,444,814	-	9,444,814
Ending Fund Balance		12,563,290	8,758,961	9,444,814	7,664,211	-	7,664,211

TOWN OF ESTES PARK
BA#1 - 2021 BUDGET
SUMMARY BY DEPARTMENT
WATER FUND # 503

	Dept #	2019 Actual	2020 Amended Budget	2020 EOY Estimate	2021 Adopted Budget	Amendment	2021 Amended Budget
REVENUE							
Taxes		-	-	-	-	-	-
Licenses and permits		-	-	-	-	-	-
Intergovernmental		348,087	6,547,000	8,916,000	-	-	-
Charges for services		6,636,801	5,919,274	5,919,274	6,206,272	-	6,206,272
Fines and forfeitures		-	-	-	-	-	-
Rental income		-	-	-	-	-	-
Investment income		221,134	95,000	95,000	166,000	-	166,000
Donations		-	-	-	-	-	-
Miscellaneous		103,852	40,250	40,250	45,200	-	45,200
Transfers-In from other funds		-	-	-	-	-	-
Sale of assets		(5,213)	-	-	265,000	-	265,000
Financing Proceeds		-	5,609,000	13,284,000	-	-	-
Total Revenues		7,304,661	18,210,524	28,254,524	6,682,472	-	6,682,472
EXPENDITURES							
Source of Supply	6100	105,523	202,200	202,200	123,000	-	123,000
Purification	6200	777,004	1,150,295	1,075,183	1,090,056	-	1,090,056
Distribution	6300	2,072,756	1,956,501	1,781,424	2,041,043	-	2,041,043
Customer Accounts	6400	208,762	280,985	372,518	366,518	-	366,518
Admin & General	6500	696,283	866,489	896,781	958,116	-	958,116
Debt Service	6700	104,892	440,251	440,251	391,836	-	391,836
Capital Outlay	7000	(9,895)	17,417,933	27,461,933	3,277,946	-	3,277,946
Transfers Out	6600	149,042	138,536	138,536	132,000	-	132,000
Rounding		(3)	-	-	-	-	-
Total Expenditures		4,104,364	22,453,190	32,368,826	8,380,515	-	8,380,515
Net Income (Loss)		3,200,297	(4,242,666)	(4,114,302)	(1,698,043)	-	(1,698,043)
Beginning Fund Balance		8,070,619	9,354,291	9,354,291	5,239,989	-	5,239,989
Ending Fund Balance		11,270,916	5,111,625	5,239,989	3,541,946	-	3,541,946

TOWN OF ESTES PARK
BA#1 - 2021 BUDGET
SUMMARY BY DEPARTMENT
MEDICAL INSURANCE FUND # 606

	Dept #	2019 Actual	2020 Amended Budget	2020 EOY Estimate	2021 Adopted Budget	Amendment	2021 Amended Budget
REVENUE							
Taxes		-	-	-	-	-	-
Licenses and permits		-	-	-	-	-	-
Intergovernmental		-	-	-	-	-	-
Charges for services		944,889	250,000	250,000	100,000	-	100,000
Fines and forfeitures		-	-	-	-	-	-
Rental income		-	-	-	-	-	-
Investment income		35,806	15,000	15,000	27,000	-	27,000
Donations		-	-	-	-	-	-
Miscellaneous		2,459,907	2,236,787	2,236,787	2,657,228	-	2,657,228
Transfers-In from other funds		-	-	-	-	-	-
Sale of assets		-	-	-	-	-	-
Financing Proceeds		-	-	-	-	-	-
Total Revenues		3,440,602	2,501,787	2,501,787	2,784,228	-	2,784,228
EXPENDITURES							
Medical Insurance Fund Operations	4200	2,636,662	2,493,000	2,493,000	2,731,792	-	2,731,792
Rounding		(1)	-	-	-	-	-
Total Expenditures		2,636,661	2,493,000	2,493,000	2,731,792	-	2,731,792
Net Income (Loss)		803,941	8,787	8,787	52,436	-	52,436
Beginning Fund Balance		1,193,803	1,997,744	1,997,744	2,006,531	-	2,006,531
Ending Fund Balance		1,997,744	2,006,531	2,006,531	2,058,967	-	2,058,967

TOWN OF ESTES PARK
BA#1 - 2021 BUDGET
SUMMARY BY DEPARTMENT
FLEET MAINTENANCE FUND # 612

	Dept #	2019 Actual	2020 Amended Budget	2020 EOY Estimate	2021 Adopted Budget	Amendment	2021 Amended Budget
REVENUE							
Taxes		-	-	-	-	-	-
Licenses and permits		-	-	-	-	-	-
Intergovernmental		10	-	-	300,800	-	300,800
Charges for services		505,992	501,219	501,219	459,307	-	459,307
Fines and forfeitures		-	-	-	-	-	-
Rental income		-	-	-	-	-	-
Investment income		7,321	1,547	4,000	7,000	-	7,000
Donations		-	-	-	-	-	-
Miscellaneous		580	-	-	-	-	-
Transfers-In from other funds		-	-	-	-	-	-
Sale of assets		7,750	-	-	-	-	-
Financing Proceeds		-	-	-	-	-	-
Total Revenues		521,653	502,766	505,219	767,107	-	767,107
EXPENDITURES							
Fleet Maintenance	4300	414,200	411,278	377,775	423,276	-	423,276
Capital Outlay	7000	(1)	10,000	10,000	883,000	-	883,000
Rounding		-	-	-	-	-	-
Total Expenditures		414,199	421,278	387,775	1,306,276	-	1,306,276
Net Income (Loss)		107,454	81,488	117,444	(539,169)	-	(539,169)
Beginning Fund Balance		459,365	552,407	552,407	669,851	-	669,851
Ending Fund Balance		566,819	633,895	669,851	130,682	-	130,682

TOWN OF ESTES PARK
BA#1 - 2021 BUDGET
SUMMARY BY DEPARTMENT
INFORMATION SYSTEMS TECHNOLOGY FUND # 625

	Dept #	2019 Actual	2020 Amended Budget	2020 EOY Estimate	2021 Adopted Budget	Amendment	2021 Amended Budget
REVENUE							
Taxes		-	-	-	-	-	-
Licenses and permits		-	-	-	-	-	-
Intergovernmental		(7)	-	-	-	5,000	5,000
Charges for services		841,570	892,729	892,729	950,751	-	950,751
Fines and forfeitures		-	-	-	-	-	-
Rental income		-	-	-	-	-	-
Investment income		6,751	4,000	4,000	5,000	-	5,000
Donations		-	-	-	-	-	-
Miscellaneous		1,847	1,000	1,000	-	-	-
Transfers-In from other funds		-	-	-	-	-	-
Sale of assets		-	-	-	-	-	-
Financing Proceeds		-	-	-	-	-	-
Total Revenues		850,161	897,729	897,729	955,751	5,000	960,751
EXPENDITURES							
IT Operations	2500	799,814	791,217	772,434	872,379	-	872,379
Capital Outlay	2500	-	88,439	88,439	79,000	6,100	85,100
Transfers Out	9000	-	-	-	-	-	-
Rounding		-	-	-	-	-	-
Total Expenditures		799,814	879,656	860,873	951,379	6,100	957,479
Net Income (Loss)		50,347	18,073	36,856	4,372	(1,100)	3,272
Beginning Fund Balance		275,038	304,710	304,710	341,566	-	341,566
Ending Fund Balance		325,385	322,783	341,566	345,938	(1,100)	344,838

TOWN OF ESTES PARK
BA#1 - 2021 BUDGET
SUMMARY BY DEPARTMENT
VEHICLE REPLACEMENT FUND # 635

	Dept #	2019 Actual	2020 Amended Budget	2020 EOY Estimate	2021 Adopted Budget	Amendment	2021 Amended Budget
REVENUE							
Taxes		-	-	-	-	-	-
Licenses and permits		-	-	-	-	-	-
Intergovernmental		-	-	-	-	-	-
Charges for services		455,898	478,139	478,139	508,736	-	508,736
Fines and forfeitures		-	-	-	-	-	-
Rental income		-	-	-	-	-	-
Investment income		857	750	750	650	-	650
Donations		-	-	-	-	-	-
Miscellaneous		-	-	-	-	-	-
Transfers-In from other funds		15,000	-	-	-	-	-
Sale of assets		23,757	-	-	-	-	-
Financing Proceeds		-	-	-	-	-	-
Total Revenues		495,512	478,889	478,889	509,386	-	509,386
EXPENDITURES							
Fleet Replacement Operations	3500	315,757	-	-	-	-	-
Capital Outlay	7000	-	538,904	538,904	-	-	-
Transfers Out	9000	-	-	-	-	-	-
Rounding		(1)	-	-	-	-	-
Total Expenditures		315,756	538,904	538,904	-	-	-
Net Income (Loss)		179,756	(60,015)	(60,015)	509,386	-	509,386
Beginning Fund Balance		311,372	571,174	571,174	511,159	-	511,159
Ending Fund Balance		491,128	511,159	511,159	1,020,545	-	1,020,545

TOWN OF ESTES PARK
BA#1 - 2021 BUDGET
SUMMARY BY DEPARTMENT
RISK MANAGEMENT FUND # 645

	Dept #	2019 Actual	2020 Amended Budget	2020 EOY Estimate	2021 Adopted Budget	Amendment	2021 Amended Budget
REVENUE							
Taxes		-	-	-	-	-	-
Licenses and permits		-	-	-	-	-	-
Intergovernmental		-	-	-	-	-	-
Charges for services		271,616	307,344	307,344	361,327	-	361,327
Fines and forfeitures		-	-	-	-	-	-
Rental income		-	-	-	-	-	-
Investment income		-	-	-	-	-	-
Donations		-	-	-	-	-	-
Miscellaneous		55	-	-	-	-	-
Transfers-In from other funds		-	-	-	-	-	-
Sale of assets		-	-	-	-	-	-
Financing Proceeds		-	-	-	-	-	-
Total Revenues		271,671	307,344	307,344	361,327	-	361,327
EXPENDITURES							
Risk Management Operations	4100	271,627	307,344	307,344	361,327	-	361,327
Rounding		-	-	-	-	-	-
Total Expenditures		271,627	307,344	307,344	361,327	-	361,327
Net Income (Loss)		44	-	-	-	-	-
Beginning Fund Balance		-	44	44	44	-	44
Ending Fund Balance		44	44	44	44	-	44

TOWN OF ESTES PARK
BA#1 - 2021 BUDGET
ONGOING REVENUES VS ONGONG EXPENDITURES
GENERAL & COMMUNITY REINVESTMENT FUNDS

	General Fund	Community Reinvestment Fund	Total
Total Revenues	17,798,533	1,400,857	19,199,390
Less:			
Capital Grants (One time funds)	-	-	-
Transfers between GF & CRF	403,000	1,371,857	1,774,857
	403,000	1,371,857	1,774,857
Net Ongoing Revenues	**17,395,533**	**29,000**	**17,424,533**
Total Expenditures	19,684,907	1,402,001	21,086,908
Less:			
Transfers between GF & CRF	1,371,857	403,000	1,774,857
Less One Time Expenditures:			
Parking Garage Maintenance Reserve	12,000	-	12,000
Comprehensive Plan	150,000	-	150,000
CIP - Downtown Wayfinding 2021	-	59,000	59,000
Event Center Roof/Grandstand Roof 101-5500-455-25-02	20,000	-	20,000
Visitor Center External Doors 101-2600-426-32-22	55,000	-	55,000
Community Initiative Funding 101-1900-419-91-47	35,000		35,000
	272,000	59,000	331,000
Net Ongoing Expenditures	**18,041,050**	**940,001**	**18,981,051**
Net Ongoing Rev vs Exp	**(645,517)**	**(911,001)**	**(1,556,518)**

TOWN OF ESTES PARK
BA#1 - 2021 BUDGET
FUND BALANCE RESERVE RATIO
GENERAL & COMMUNITY REINVESTMENT FUNDS

	General Fund	Comm Reinvestment Fund	Total
Fund Balance	$ 5,922,891	$ 1,730	$ 5,924,621
Reserves to Exclude			
Parking Garage Maintenance Reserve	36,000	-	36,000
Prepaids and Restricted Donations Estimate	192,228	-	192,228
	228,228	-	228,228
Fund Balance Subject to Reserve Calculation	**5,694,663**	**1,730**	**5,696,393**
Total Expenditures	19,684,907	1,402,001	21,086,908
Less Transfers Out Between GF & CRF	1,371,857	403,000	1,774,857
Net Expenditures	18,313,050	999,001	19,312,051
Less Capital Expenditures			
CIP - Downtown Wayfinding 2020	-	59,000	59,000
Visitor Center External Door Replacement	55,000	-	55,000
Total Capital to Exclude	55,000	59,000	114,000
Total Expenditures Subject to Reserve Calculation	**$ 18,258,050**	**$ 940,001**	**$ 19,198,051**
Projected Reserve Ratio as of 12-31-2021	**31.2%**	**0.2%**	**29.7%**

TOWN OF ESTES PARK
BA#1 - 2021 BUDGET
SUMMARY OF BUDGETED GRANT REVENUES
ALL FUNDS

Fund	Account #	Project Code	Project Descr	Grant Program / Grantor	Federal / State / Other	2020 Grants Amended	2021 Grants Adopted	Amendment	2021 Amended Grants
	101-0000-333.20-00	N/A	COVID-19 SS CREDIT	CARES Act	F	$ 6,309	$ -	$ -	$ -
101	101-0000-334.20-00	WILL17	Willow Knolls Historic	Historic Preservation	S	24,675	-	-	-
101	101-1600-334.20-00	EVLTGT	EV Land Trust Grant	GOCO	S	56,303	-	-	-
101	101-1900-333.00-00	COVWRK	COVID-19 CARES Act	CARES Act	F	340,307	-	-	-
101	101-1900-334.20-00	COVBUS	Colorado Small Business Relief Program	State of Colorado	S	-	500,000	-	500,000
101	101-2100-334.20-00	CDOT	High Visibility Enforcement (Seatbelt and DUI Checkpoints)	State of Colorado	S	5,000	5,000	-	5,000
101	101-2100-334.20-00	PDPOST	PD Post Grants	State of Colorado	S	7,000	7,000	-	7,000
101	101-5600-333.00-00	ELTRL2	Electric Trolley #2		F	403,266	-	-	-
101	101-5600-333.00-00	ELTROL	Electric Trolley #1		F	247,530	-	-	-
101	101-5600-333.00-00	COVTRN	COVID-19 Transit Operations	CARES Act	F	166,623	-	-	-
101	101-5700-334.20-00	N/A	DeAccession Clerk	Institute of Museum & Library Svc	O	-	-	-	-
101	101-5700-334.40-00	*FDGRN	Oral History Grant	Greenwood Foundation Grant	O	11,314	-	-	-
101 Total						**1,268,327**	**512,000**	**-**	**512,000**
204	204-0000-334.30-00	ELKPAV	Elkhorn Paving	CDOT	S	-	-	-	-
204 Total						**-**	**-**	**-**	**-**
220	220-0000-333.00-00	FRTR3	Fall River Trail Phase 3	Land & Water Cons Grant	F	400,000	-	-	-
220	220-0000-333.00-00	FRTR2A	Fall River Trail Phase 2A	Recreation Trail Grant Program	F	250,000	-	-	-
220	220-0000-334.10-00	THUMB	Thumb Open Space Acquisition	GOCO	S	350,000	-	-	-
220	220-0000-334.10-00	PICNIC	Big Thompson River Picnic Area (Pkg Gar)	GOCO	S	-	45,000	-	45,000
220	220-0000-334.30-00	FRTR3	Fall River Trail Phase 3	EV Parks and Rec District	O	550,000	-	-	-
220	220-0000-334.30-00	FRTR1B	Fall River Trail Phase 1B	MTF M405-026	S	-	-	448,226	448,226
220	220-0000-334.30-00	THUMB	Thumb Open Space Acquisition	Access Fund	O	50,000	-	-	-
220	220-0000-334.30-00	THUMB	Thumb Open Space Acquisition	EV Land Trust	O	15,000	-	-	-
220	220-0000-334.30-00	ROCK	Climbing Rock Big Thompson River Picnic Area	Visit Estes Park	O	-	50,000	-	50,000
220 Total						**1,615,000**	**95,000**	**448,226**	**543,226**
244	244-0000-333.00-00	BRODIE	Brodie Trail Extension	Safe Routes to School	F	-	-	-	-
244	244-0000-333.00-00	GRAVES	Graves Ave Trail Grant	Safe Routes to School	F	500,000	-	-	-
244	244-0000-333.00-00	FRTR1A	Fall River Trail Phase 1A	TAP M405-025	F	-	-	955,000	955,000
244	244-0000-334.30-00	FRTR3	Fall River Trail Phase 3	Rocky Mnt Conservancy	O	120,039	-	-	-
244	244-0000-334.10-00	FRTR2B	Fall River Trail Phase 2B	Colorado the Beautiful	S	363,706	-	-	-
244	244-0000-334.30-00	FRTR2B	Fall River Trail Phase 2B	EV Parks and Rec District	O	50,000	-	-	-
244	244-0000-334.30-00	FRTR2B	Fall River Trail Phase 2B	Larimer County Dept of Nat Res	O	10,000	-	-	-
244 Total						**1,043,745**	**-**	**955,000**	**955,000**

TOWN OF ESTES PARK
BA#1 - 2021 BUDGET
SUMMARY OF BUDGETED GRANT REVENUES
ALL FUNDS

Fund	Account #	Project Code	Project Descr	Grant Program / Grantor	Federal / State / Other	2020 Grants Amended	2021 Grants Adopted	Amendment	2021 Amended Grants
256	256-0000-334.20-00	*EVPLN	Electric Vehicle Infrastructure Plan	DOLA - EIAF	S	15,000	-	-	-
256 Total						**15,000**	**-**	**-**	**-**
503	503-0000-333.00-00	PMLOAN	Prospect Mtn Water Dist Waterline	USDA Loan/Grant	F	6,547,000	-	-	-
503	503-0000-333.00-00	GCDOVE	GC Disinfection Outreach & Verification Effort	USDA Loan/Grant	F	2,369,000	-	-	-
503 Total						**8,916,000**	**-**	**-**	**-**
612	612-0000-333.00-00		Trolly Charging Station		F	-	300,800	-	300,800
612 Total						**-**	**300,800**	**-**	**300,800**
625	625-0000-334.20-00	HOTSPT	Wireless Hotspot Grant		F	-	-	5,000	5,000
625 Total						**-**	**-**	**5,000**	**5,000**
Grand Total						**$ 12,858,072**	**$ 907,800**	**$ 1,408,226**	**$ 2,316,026**

TOWN OF ESTES PARK
BA#1 - 2021 BUDGET
SCHEDULE OF BUDGETED PROJECTS
ALL FUNDS

Project Name/Description	Project Code	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 Revised Project Budgets	2021 Adopted Projects	Amendment	2021 Amended Projects
WILLOW KNOLLS LEGACY PROJECT	WILL17	101-1300-413.31-13	LAND IMPROVEMENTS	$ 33,175	$ -	$ -	$ -
DOCUMENT MANAGEMENT SOFTWARE & EQUIP	DOCMGT	101-1400-414.37-01	SOFTWARE	32,194	-	-	-
EV LAND TRUST OS & OUTDOOR REC PLAN	EVLTGT	101-1600-416.22-13	CONTRACT/SKILLED SVCS	74,029	-	-	-
COMPREHENSIVE LAND USE PLAN	COMPPL	101-1600-416.22-13	CONTRACT/SKILLED SVCS	-	150,000	-	150,000
FLEET/STREETS ROOF	FLROOF	101-1700-417.32-22	BUILDING REMODELING	1,720	-	-	-
TOWN HALL WINDOWS (CD & BS SIDE)	THWIND	101-1700-417.32-22	BUILDING REMODELING	8,051	-	-	-
PD ROOF REPLACEMENT	PDROOF	101-1700-417.32-22	BUILDING REMODELING	2,035	-	-	-
PUBLIC RESTROOM REMODEL - MORAINE	MOREST	101-1700-417.32-22	BUILDING REMODELING	129,190	-	-	-
CONFERENCE CENTER PORTE COCHERE	CCPORT	101-1700-417.32-22	BUILDING REMODELING	109,930	-	-	-
PARKING GARAGE MAINTENANCE RESERVE		101-1700-417.37-99	MAINTENANCE RESERVE	12,000	12,000	-	12,000
COVID SMALL BUSINESS RELIEF	COVBUS	101-1900-419.91-55	COVID19 ECON ASSISTANCE	-	500,000	-	500,000
VISITOR CENTER MAIN DOOR REPLACEMENT	VCDOOR	101-2600-426.32-22	BUILDING REMODELING	-	55,000	-	55,000
FRONT END LOADER (BI-ANNUAL TRADE IN)	LOADER	101-3100-431.34-43	VEHICLES/HEAVY EQUIPMENT	20,000	-	-	-
ASPEN DR DRAINAGE	ASPDRN	101-3100-431.35-53	STORM DRAINAGE	10,256	-	-	-
2 BOBCATS (ANNUAL TRADE IN)	BOBCAT	101-5200-452.33-98	OTHER EQUIPMENT	6,450	-	-	-
EVENT CENTER ACOUSTIC IMPROVEMENT	ECACST	101-5500-455.33-31	FURNITURE/FIXTURES	-	-	-	-
ELECTRIC TROLLEY	ELTROL	101-5600-456.34-42	VEHICLES/TRUCKS	347,486	-	-	-
TROLLEY CHARGING STATION-2ND GRANT	ELTRL2	101-5600-456.34-42	VEHICLES/TRUCKS	464,320	-	-	-
COBB-MACDONALD CABIN RE-ROOF	*CBNRF	101-5700-457.32-22	BUILDING REMODELING	-	15,000	-	15,000
MUSEUM SECURITY CAMERAS	MUSECC	101-5700-457.33-31	FURNITURE/FIXTURES	-	-	-	-
		TOTAL GENERAL FUND		**1,250,836**	**732,000**	**-**	**732,000**
TOWN WIDE FACILITIES SPACE NEEDS STUDY	*SPACE	204-5400-544.22-98	PROF SVCS - OTHER	129,953	-	-	-
MUSEUM COLLECTIONS AND RESEARCH FACILITY	MUSCOL	204-5400-544.32-22	BUILDINGS	-	-	-	-
EVENT CENTER STALL BARN FLOOR LEVELING	SBLEVL	204-5400-544.32-22	BUILDINGS	-	-	-	-
TOWN HALL AC UNIT REPLACEMENT	ACUNIT	204-5400-544.33-31	FURNITURE/FIXTURES	-	-	-	-
BOARD ROOM AV REPLACEMENT	AVBDRM	204-5400-544.33-98	EQUIPMENT-OTHER	45,696	-	-	-
COMMUNITY DR INTERSECTION CONSTRUCTION	CDINTR	204-5400-544.35-51	STREETS	588,244	-	-	-
COMMUNITY DR ENGINEERING DESIGN	COMMDR	204-5400-544.35-51	STREETS	276,453	-	-	-
ELKHORN MILL & FILL - 34/36 TO MORAINE	ELKPAV	204-5400-544.35-51	STREETS	-	-	-	-
DOWNTOWN WAYFINDING PROJECT	WAYFND	204-5400-544.35-63	WAYFINDING SIGNAGE	41,000	59,000	-	59,000
		TOTAL COMMUNITY REINVESTMENT FUND		**1,081,346**	**59,000**	**-**	**59,000**

TOWN OF ESTES PARK
BA#1 - 2021 BUDGET
SCHEDULE OF BUDGETED PROJECTS
ALL FUNDS

Project Name/Description	Project Code	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 Revised Project Budgets	2021 Adopted Projects	Amendment	2021 Amended Projects
THUMB OPEN SPACE ACQUISITION	THMBGO	211-5900-459.31-11	LAND	70,000	-	-	-
THUMB OPEN SPACE PARKING IMPROVEMENTS	THMBPK	211-5900-459.35-61	PARK IMPROVEMENTS	-	19,000	-	19,000
		TOTAL CONSERVATON TRUST FUND		**70,000**	**19,000**	**-**	**19,000**
THUMB OPEN SPACE ACQUISITION	THMBGO	220-4600-462.31-11	LAND	586,700	-	-	-
SCOTT PONDS (CARRIAGE HILLS) DAM	CDBGCH	220-4600-462.22-02	ENGINEERING	5,140	-	-	-
FISH CREEK TRAIL	11CATG	220-4600-462.22-02	WALKWAYS & BIKEWAYS	90,232	-	-	-
BRODIE TRAIL EXTENSION	BRODIE	220-4600-462.35-60	WALKWAYS & BIKEWAYS	59,843	-	-	-
CIP-PARKS IRRIG SYSTEM BASE LINE CONTROLLERS	PRKIRR	220-4600-462.35-61	PARK IMPROVEMENTS	66,500	-	-	-
CIP-PARKS IRRIG SYSTEM 1ST STAGE RIVERWALK	RVRIR1	220-4600-462.35-61	PARK IMPROVEMENTS	-	-	-	-
BIG THOMPSON RIVER PICNIC AREA (PKG GAR PAVILION) (GOCO grant)	PICNIC	220-4600-462.35-61	PARK IMPROVEMENTS	-	51,000	-	51,000
THUMB OS - GATE ON CURRY DRIVE	THGATE	220-4600-462.35-61	PARK IMPROVEMENTS	-	16,000	-	16,000
THUMB OS - KIOSK & SIGNS	THKIOS	220-4600-462.35-61	PARK IMPROVEMENTS	-	6,500	-	6,500
THUMB OS - TRAIL IMPROVEMENTS	THTIMP	220-4600-462.35-61	PARK IMPROVEMENTS	-	40,000	-	40,000
CLIMING ROCK BIG THOMPSON RIVER PICNIC AREA	ROCK	220-4600-462.35-61	PARK IMPROVEMENTS	-	50,000	-	50,000
FALL RIVER TRAIL PHASE 1B (MTF GRANT)	FRTR1B	220-4600-462.36-60	FALL RIVER TRAIL IMPR	-	-	626,890	626,890
FALL RIVER TRAIL PHASE 3	FRTR3	220-4600-462.36-60	FALL RIVER TRAIL IMPR	1,099,725	-	-	-
FALL RIVER TRAIL PHASE 2A	FRTR2A	220-4600-462.36-60	FALL RIVER TRAIL IMPR	522,500	-	-	-
		TOTAL LARIMER COUNTY OPEN SPACE FUND		**2,430,640**	**163,500**	**626,890**	**790,390**
RADIO REPLACEMENT PROJECT	19RADO	236-3600-436.33-36	COMMUNICATION EQUIPMENT	-	-	-	-
		TOTAL EMERGENCY RESPONSE SYSTEM FUND		**-**	**-**	**-**	**-**
BRODIE TRAIL EXTENSION	BRODIE	244-3400-434.35-60	WALKWAYS & BIKEWAYS	95,657	-	-	-
GRAVES AVE TRAIL (SRT SCHOOL GRANT PROJECT)	GRAVES	244-3400-434.35-60	WALKWAYS & BIKEWAYS	683,000	100,000	-	100,000
FALL RIVER TRAIL	FRTRL	244-3400-434.36-60	FALL RIVER TRAIL IMPR	5	100,000	-	100,000
FALL RIVER TRAIL PHASE 1A (TAP GRANT)	FRTR1A	244-3400-434.36-60	FALL RIVER TRAIL IMPR	-	-	1,193,750	1,193,750
FALL RIVER TRAIL PHASE 2B	FRTR2B	244-3400-434.36-60	FALL RIVER TRAIL IMPR	533,706	-	-	-
FALL RIVER TRAIL PHASE 3	FRTR3	244-3400-434.36-60	FALL RIVER TRAIL IMPR	432,630	-	-	-
		TOTAL TRAILS FUND		**1,744,998**	**200,000**	**1,193,750**	**1,393,750**
EV INFRASTRUCTURE PLAN	*EVPLN	256-5690-569.22-13	CONTRACT/SKILLED SERVICES	20,000	-	-	-
MISCELLANEOUS DATA PROCESSING EQUIP	EQUIP	256-5690-569.33-33	DATA PROCESSING EQUIPMENT	2,500	3,200	-	3,200
PARKING SERVICE SOFTWARE & EQUIP	PKSOFT	256-5690-569.33-33	DATA PROCESSING EQUIPMENT	24,493	-	-	-
		TOTAL PARKING SERVICES FUND		**46,993**	**3,200**	**-**	**3,200**

TOWN OF ESTES PARK
BA#1 - 2021 BUDGET
SCHEDULE OF BUDGETED PROJECTS
ALL FUNDS

Project Name/Description	Project Code	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 Revised Project Budgets	2021 Adopted Projects	Amendment	2021 Amended Projects
BRODIE AVE IMPROVEMENTS	BRODIE	260-2000-420.35-51	STREETS	81,859	-	-	-
STREET OVERLAYS	OVRLAY	260-2000-420.35-51	STREETS	194,960	-	-	-
CLEAVE STREET MAJOR REHAB	CLEAVE	260-2000-420.35-51	STREETS	102,000	-	-	-
4TH STREET MAJOR REHAB	4STLR	260-2000-420.35-51	STREETS	3,104	-	-	-
3RD STREET MAJOR REHAB	3STLR	260-2000-420.35-51	STREETS	-	604,200	-	604,200
OVERLAY PROGRAM 2020	OVRLAY	260-2000-420.35-51	STREETS	515,000	515,000	-	515,000
PARKING LOT REHABILITATION	PARKLT	260-2000-420.35-52	PARKING LOT	95,100	175,100	-	175,100
FLAP/RAMP ESTIMATED COSTS	FLAP	260-2000-420.36-60	FED GRANT - FLAP	386,065	-	-	-
		TOTAL STREET FUND		**1,378,088**	**1,294,300**	**-**	**1,294,300**
TRAILBLAZER BROADBAND OFFICE	TBNBND	502-7001-580.32-21	BUILDINGS	1,224,343	-	-	-
REPAVE PARKING LOT AT WOODSTOCK FACILITY		502-7001-580.32-22	BUILDING REMODELING	-	50,000	-	50,000
WOODSTOCK FACILITY LANDSCAPING		502-7001-580.32-22	BUILDING REMODELING	-	25,000	-	25,000
WOODSTOCK OFFICE FURNITURE	TBFURN	502-7001-580.33-32	FURNITURE/FIXTURES	150,000	-	-	-
WOODSTOCK OFFICE FURNITURE	TBNBND	502-7001-580.33-32	FURNITURE/FIXTURES	-	-	-	-
METERS	ELMTR	502-7001-580.33-34	METERS	351,011	150,000	-	150,000
TRANSFORMER PURCHASES	TRANSF	502-7001-580.33-35	TRANSFORMERS	50,000	50,000	-	50,000
HWY 7 TRIP SAVERS	TRANSF	502-7001-580.33-35	TRANSFORMERS	-	50,000	-	50,000
SMART METER PURCHASES	SMRTEL	502-7001-580.33-36	COMMUNICATION EQUIPMENT	47,229	70,000	-	70,000
PHASING STICKS	EQUIP	502-7001-580.33-41	TOOLS	15,000	15,000	-	15,000
2 REEL TRAILERS - #93370 & 93371	REELTR	502-7001-580.33-98	OTHER EQUIPMENT	48,000	-	-	-
SIDE BY SIDE WITH TRACKS		502-7001-580.33-98	OTHER EQUIPMENT	-	35,000	-	35,000
BACKYARD MACHINE	BYMACH	502-7001-580.33-98	OTHER EQUIPMENT	152,000	-	-	-
L&P FORK LIFT REPLACEMENTS - 93387A	93387A	502-7001-580.34-42	TRUCKS	65,000	-	-	-
L&P FORK LIFT REPLACEMENT 93388A	93388A	502-7001-580.34-42	TRUCKS	105,935	-	-	-
FORD F-550 REPLACEMENT #93327	93327A	502-7001-580.34-42	TRUCKS	209,065	-	-	-
INTERNATIONAL 7400 REPLACEMENT #93325B	93325C	502-7001-580.34-42	TRUCKS	240,000	-	-	-
STREET LIGHTING, POLES & FIXTURES	LIGHTS	502-7001-580.35-55	STREET LIGHTS	40,000	40,000	-	40,000
CARRIAGE HILLS	CAHILL	502-7001-580.35-57	POWER LINE CONSTRUCTION	515	-	-	-
SMART FUSES (INTELLIRUPTER & TRIP SAVERS)	SMTFUS	502-7001-580.35-57	POWER LINE CONSTRUCTION	167,229	-	-	-
LINE REBUILD 2020	LRBLDS	502-7001-580.35-57	POWER LINE CONSTRUCTION	200,000	200,000	-	200,000
NEW SERVICE CONNECTIONS	WOKEXT	502-7001-580.35-59	CUSTOMER SERVICE LINES	344,280	300,000	-	300,000
SMART GRID FIBER OPTIC INSTALL	SMTFBR	502-7001-580.35-66	FIBER OPTIC INSTALL	300,736	-	-	-
TRAILBLAZER BROADBAND CONSTRUCTION	TBNBND	502-7001-580.35-66	FIBER OPTIC INSTALL	22,723,102	-	-	-
GIS MAPPING IMPROVEMENTS	GIS18	502-7001-580.37-01	SOFTWARE DEVELOPMENT	120,469	-	-	-
UTILITY BILLING MODERNIZATON PROJECT	UBPRTL	502-7001-580.37-01	SOFTWARE DEVELOPMENT	25,000	-	-	-
		TOTAL POWER & COMMUNICATIONS FUND		**26,578,914**	**985,000**	**-**	**985,000**

TOWN OF ESTES PARK
BA#1 - 2021 BUDGET
SCHEDULE OF BUDGETED PROJECTS
ALL FUNDS

Project Name/Description	Project Code	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 Revised Project Budgets	2021 Adopted Projects	Amendment	2021 Amended Projects
GLACIER CREEK WTP - DISCHARGE OUT STRUCTURE	GCDSCH	503-7000-580.32-22	BUILDING REMODELING	160,000	-	-	-
BROOK DRIVE WATER SHOP REMODEL (KEARNEY SHOP)	KEARNY	503-7000-580.32-22	BUILDING REMODELING	1,715,453	50,000	-	50,000
GCWTP ENGINEERING FOR INTAKE & PLANT IMPR	GCTRET	503-7000-580.32-22	BUILDING REMODELING	-	1,650,000	-	1,650,000
GC DISINFECTION OUTREACH AND VERIFICATION EFFORT	GCDOVE	503-7000-580.32-22	BUILDING REMODELING	1,283,148	-	-	-
BROOK DRIVE WATER SHOP FURNITURE & FIXT	KEARNY	503-7000-580.33-31	FURNITURE/FIXTURES	45,000	-	-	-
GENERAL OFFICE EQUIPMENT REPLACEMENT	EQUIP	503-7000-580.33-32	OFFICE EQUIPMENT	4,000	6,000	-	6,000
WONDERWARE SOFTWARE	WONDER	503-7000-580.33-33	DATA PROCESSING EQUIPMENT	19,000	-	-	-
METER REPLACEMENT PROJECT	SMRTW	503-7000-580.33-34	METERS	566,457	250,000	-	250,000
SCADA UPGRADES AT GLACIER WTP	GPSCAD	503-7000-580.33-36	COMMUNICATION EQUIPMENT	64,702	-	-	-
SCADA RADIO & ANTENNA REPLACEMENT	EQUIP	503-7000-580.33-36	COMMUNICATION EQUIPMENT	30,000	-	-	-
MISC COMM EQUIP	EQUIP	503-7000-580.33-36	COMMUNICATION EQUIPMENT	50,000	50,000	-	50,000
VARIOUS LAB EQUIPMENT REPL	EQUIP	503-7000-580.33-37	LABORATORY EQUIPMENT	16,000	-	-	-
VARIOUS PURIFICATION EQUIP REPL	EQUIP	503-7000-580.33-40	PURIFICATION EQUIPMENT	16,000	18,000	-	18,000
CONFINED SPACE ENTRY EQUIPMENT	WTTOOL	503-7000-580.33-41	TOOLS	10,000	5,000	-	5,000
SAFETY EQUIP (TRENCH BOXES AND SPEED SHORING EQUIP)	WTTOOL	503-7000-580.33-41	TOOLS	10,000	-	-	-
SAFETY EQUIP	WTTOOL	503-7000-580.33-41	TOOLS	10,000	15,000	-	15,000
LEAK CORRELATOR EQUIP	LEAKCO	503-7000-580.33-98	OTHER EQUIPMENT	25,000	-	-	-
EXCAVATOR & SKID STEER ANNUAL TRADE-INS	EQUIP	503-7000-580.33-98	OTHER EQUIPMENT	7,500	-	-	-
DROP DECK TRAILER	DROPDK	503-7000-580.34-42	TRUCKS	17,000	-	-	-
60 SERIES MINI EXCAVATOR	MINEXC	503-7000-580.34-42	TRUCKS	80,000	-	-	-
TRUCK FOR ADDITIONAL CREW		503-7000-580.34-42	TRUCKS	-	32,000	-	32,000
344 LOADER		503-7000-580.34-42	TRUCKS	-	97,000	-	97,000
JOBSITE UTV		503-7000-580.34-42	TRUCKS	-	20,000	-	20,000
FORKLIFT		503-7000-580.34-42	TRUCKS	-	50,000	-	50,000
2011 FORD F-350 UNIT 9037A REPL	9037B	503-7000-580.34-42	TRUCKS	-	70,230	-	70,230
2007 FORD F-150 UNIT 90311A REPL	90311B	503-7000-580.34-42	TRUCKS	-	30,319	-	30,319
PRV VAULT METERING	PRVMTR	503-7000-580.35-54	WATER SYSTEM	17,000	-	-	-
PEMPWCo SYSTEM DESIGN & CONSTRUCTION	PEMPWC	503-7000-580.35-54	WATER SYSTEM	10,678	-	-	-
PROSPECT MTN WATER DIST - LOAN IMPROVEMENTS	PMLOAN	503-7000-580.35-54	WATER SYSTEM	10,987,759	-	-	-
MORAINE BRIDGE SOUTH - WATER	MOBS17	503-7000-580.35-54	WATER SYSTEM	4,635	-	-	-
PRESSURE REDUCTION VALVE/METERING	PRVLM	503-7000-580.35-54	WATER SYSTEM	16,000	-	-	-
SCHOOL NEW SVC LINE	SCHOOL	503-7000-580.35-54	WATER SYSTEM	14,650	-	-	-
18" MAIN VALVE INSTALLATIONS	18VALV	503-7000-580.35-54	WATER SYSTEM	120,000	-	-	-
NCWCD MUNICIPAL SUBDISTRICT INCLUSIONS	NCWCD	503-7000-580.35-54	WATER SYSTEM	42,000	21,000	-	21,000
GLACIER CREEK WTP INTAKE ENGINEERING	GCINTK	503-7000-580.35-54	WATER SYSTEM	120,000	-	-	-
CIP ROCKWELL/WEST RIVERSIDE DR 16" MAIN	ROCKWL	503-7000-580.35-54	WATER SYSTEM	291,459	-	-	-
CIP BUREAU AREA PHASE 3	WTBRP3	503-7000-580.35-54	WATER SYSTEM	596,609	-	-	-
CIP BUREAU AREA PHASE 4	WTBRP4	503-7000-580.35-54	WATER SYSTEM	-	650,000	-	650,000
CIP BIG THOMPSON AVE (HWY 34) MAIN	BTHOMP	503-7000-580.35-54	WATER SYSTEM	-	-	-	-
MALL ROAD-HWY36 CROSSING	MALL36	503-7000-580.35-54	WATER SYSTEM	25,599	-	-	-
1360 BROOK DRIVE WATER SHOP WATERLINE (KEARNEY SHOP)	KEARNY	503-7000-580.35-54	WATER SYSTEM	40,000	-	-	-
PARKING STRUCTURE WATERLINE	PKGWTR	503-7000-580.35-54	WATER SYSTEM	100,000	-	-	-
BIG HORN DR WATER MAIN REPL	BHWTRM	503-7000-580.35-54	WATER SYSTEM	124,797	193,397	-	193,397
SPRUCE DRIVE WATER MAIN REPL	SPWTRM	503-7000-580.35-54	WATER SYSTEM	295,496	-	-	-
DEVILS GULCH WATER LINE EXTENSION	DEVEXT	503-7000-580.35-54	WATER SYSTEM	12,000	-	-	-

TOWN OF ESTES PARK
BA#1 - 2021 BUDGET
SCHEDULE OF BUDGETED PROJECTS
ALL FUNDS

Project Name/Description	Project Code	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 Revised Project Budgets	2021 Adopted Projects	Amendment	2021 Amended Projects
GC DISINFECTION OUTREACH AND VERIFICATION EFFORT	GCDOVE	503-7000-580.35-54	WATER SYSTEM	10,044,000	-	-	-
CARRIAGE DRIVE WATER MAIN REPL	CAHILL	503-7000-580.35-54	WATER SYSTEM	271,079	-	-	-
UTILITY MASTER PLAN	WTRMPL	503-7000-580.35-62	UT SYSTEM MASTER PLAN	30,000	-	-	-
WTR RISK ASSESSMT & EMERG RESPONSE PLAN UPDATE	WTREMG	503-7000-580.35-62	UT SYSTEM MASTER PLAN	50,000	50,000	-	50,000
GIS WORK	WTRGIS	503-7000-580.37-01	SOFTWARE DEVELOPMENT	28,816	-	-	-
LAB MGT/OVERALL DATA MGT SOFTWARE	WLSOFT	503-7000-580.37-01	SOFTWARE DEVELOPMENT	15,406	-	-	-
UTILITY BILLING MODERNIZATON PROJECT	UBPRTL	503-7000-580.37-01	SOFTWARE DEVELOPMENT	5,000	-	-	-
CIP USA WATER RIGHTS WITH BOR	WTRRBR	503-7000-580.37-10	WATER RIGHTS	49,690	-	-	-
WATER RIGHT ACQUISITION/RENEWAL	WTRRIT	503-7000-580.37-10	WATER RIGHTS	20,000	20,000	-	20,000
		TOTAL WATER FUND		**27,461,933**	**3,277,946**	**-**	**3,277,946**
PURCH WATER SHOP FOR NEW FLEET MAINT FAC	FLSHOP	612-7000-610.32-21	BUILDINGS	-	265,000	-	265,000
DESIGN FOR REMODEL OF WATER SHOP FOR PW	FLSHOP	612-7000-610.32-22	BUILDING REMODELING	10,000	242,000	-	242,000
ELECTRIC TROLLEY FACILITY & CHG STATION		612-7000-610.32-22	BUILDING REMODELING	-	376,000	-	376,000
		TOTAL FLEET MAINTENANCE FUND		**10,000**	**883,000**	**-**	**883,000**
WIRELESS HOTSPOT GRANT	HOTSPT	625-2500-425.33-36	COMMUNICATION EQUIPMENT	-	-	6,100	6,100
NEW NETWORK SERVER	NETWRK	625-2500-425.33-98	OTHER EQUIPMENT	40,000	44,000	-	44,000
NEW NETWORK SWITCHES / WIFI COMPONENTS	NETWRK	625-2500-425.33-98	OTHER EQUIPMENT	10,000	10,000	-	10,000
NAS/BACKUP COMPONENTS	NETWRK	625-2500-425.33-98	OTHER EQUIPMENT	20,000	20,000	-	20,000
VERIZON ROUTER REPLACEMENT	NETWRK	625-2500-425.33-98	OTHER EQUIPMENT	5,000	-	-	-
EDGE ROUTER REPLACEMENT	NETWRK	625-2500-425.33-98	OTHER EQUIPMENT	5,000	5,000	-	5,000
IT REMOTE ACCESS SOFTWARE (BONGAR)	NETWRK	625-2500-425.37-01	SOFTWARE	8,439	-	-	-
		TOTAL INFORMATION TECHNOLOGY FUND		**88,439**	**79,000**	**6,100**	**85,100**
POLICE G-106A 2004 FORD EXPLORER	G-106A	635-7000-435.34-42	TRUCKS	43,527	-	-	-
POLICE G-155 CRUISER	G-155	635-7000-435.34-42	TRUCKS	45,000	-	-	-
POLICE NEW UNIT FOR NEW OFFICER POSITION	G-153	635-7000-435.34-42	TRUCKS	25,401	-	-	-
POLICE CRUISER G-98A	G-98B	635-7000-435.34-42	TRUCKS	64,000	-	-	-
STREETS -NEW STREET SWEEPER COMBINE G116A & G97B	G116A	635-7000-435.34-42	TRUCKS	248,526	-	-	-
PARKS G-66B	G66C	635-7000-435.34-42	TRUCKS	42,000	-	-	-
FLEET G-61	G61A	635-7000-435.34-42	TRUCKS	70,450	-	-	-
		TOTAL VEHICLE REPLACEMENT FUND		**538,904**	**-**	**-**	**-**
		TOTAL PROJECT RECAP		**$ 62,681,091**	**$ 7,695,946**	**$ 1,826,740**	**$ 9,522,686**

TOWN OF ESTES PARK
UTILITIES

Memo

To: Honorable Mayor Koenig
Board of Trustees

Through: Town Administrator Machalek

From: Director Bergsten

Date: *February 23, 2021*

RE: *Resolution 20-21 Professional Services Contract with InVision GIS, LLC for GIS consulting services*

(Mark all that apply)

☐ PUBLIC HEARING ☐ ORDINANCE ☐ LAND USE
☒ CONTRACT/AGREEMENT ☒ RESOLUTION ☐ OTHER_____

QUASI-JUDICIAL ☐ YES ☒ NO

Objective:
To obtain approval for the award of a five-year Professional Services Contract with InVision GIS, LLC. Use of GIS software supports our mission to provide high-quality, reliable services while being good stewards of public resources and our natural setting.

Present Situation:
The Town's water, electric, and Trailblazer Broadband fiber systems have a book value of over $58 million. This infrastructure is spread out across 300 square miles. Effective management of these assets is required to deliver high-quality, reliable services while being good stewards of the monies paid by our customers.

Since 2012 our infrastructure assets have been added and maintained in GIS software. Tracking the important attributes has given staff the ability to efficiently prioritize, plan, organize, and execute operations.

Our workload is historically high; Trailblazer Broadband ($26 million), Prospect Mountain Water ($11 million), and the Glacier Water Treatment Plant Sed Basins ($12 million). GIS support is vital in tracking our growing infrastructure.

Within the past five years, we have leveraged GIS tools for things as basic as information retrieval to more technical automation of workflow. We have integrated GIS with Lucity asset management software, Innovyze computer water modeling software, and geographically link capital projects to fiscal year budgeting. Other projects and tools that have been created include:

- Online Power Outage management and information

- An online outage reporting form for Town employees and the public to report outages. Information is populated directly onto maps used by the Power & Communications team.
- A mobile application that connects to our Prospect Mountain GPS base station to provide survey-grade data to assist design and construction drawings layered on aerial maps.
- Smart meter outages are mapped in real-time to maps used by the Power & Communications team. This has lowered our outage durations.
- Property boundary corrections
- Infrastructure assessments and data collection with high-accuracy GPS data
- A work order system that tracks labor, material and equipment costs integrated with our inventory management software
- Work cost estimating tools to generate invoices for new construction integrated with finance's payment collection workflow
- Mobile meter change-out system tied to utility billing
- Internet construction status on a public information map
- Fiber conduit system design and management

Proposal:

Staff received three responses to our Request for Proposals (RFP). InVision GIS submitted the lowest rates and continues to meet our needs defined in the scope of work.

InVision GIS has a team of six people with the following specialized knowledge:

1. A geographer with extensive GIS experience
2. Registered professional engineer
3. Water system computer modeling expert
4. GIS data entry specialist
5. GIS database administrator
6. GPS equipment specialist
7. GIS and Lucity Implementer
8. ArcGIS online developer
9. Crystal Reports specialist, used for Capital Improvement Planning
10. A Journey Lineworker to accurately collect data on field assets

We cost share the Lucity Asset Management Software with Lafayette and Louisville through an MOU. Individually our three municipalities do not have enough work to keep an in-house team of GIS subject matter experts busy. By using the same consultant, the three municipalities save money by sharing software developed in one municipality with the other municipalities, for example, mobile workorder applications.

Advantages:

- Provides support from a team with diverse expertise in GIS tools
- Access to valuable technical expertise on an as needed basis
- Maintain intergovernmental relationships through a common consultant

Disadvantages:

- Potentially higher cost; however, the wide range of technical abilities would require four to six GIS skilled employees, plus overhead costs which are often overlooked when adding staff.

- Consultants are outside the direct control of the Town's organization; however, they provide expertise and third-party objectivity.

Action Recommended:

Staff recommends approval of the five-year Professional Services Contract with InVision GIS, LLC.

Finance/Resource Impact:

2021 funds have been budgeted for this work.

Level of Public Interest

Low

Sample Motion:

I move for the **approval/denial** for the award of the five-year Professional Service Contract with InVision GIS, LLC.

Attachments:

1. Resolution 20-21
2. Contract
3. Proposal
4. Request for Proposal

RESOLUTION 20-21

APPROVAL OF A FIVE-YEAR
PROFESSIONAL SERVICES CONTRACT
WITH INVISION GIS, LLC

WHEREAS, the Town Board desires to enter into the professional services contract referenced in the title of this resolution for consulting and software services related to GIS and asset management.

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

The Board approves, and authorizes the Mayor to sign, the InVision GIS professional services contract referenced in the title of this resolution, in substantially the form now before the Board.

DATED this _____ day of _____, 2021.

TOWN OF ESTES PARK

_____
Mayor

ATTEST:

_____
Town Clerk

APPROVED AS TO FORM:

_____
Town Attorney

TOWN OF ESTES PARK, COLORADO
PROFESSIONAL SERVICES CONTRACT
GIS Consulting Services

The parties, the Town of Estes Park, Colorado (Town), a municipal corporation, and InVision GIS, LLC (Consultant or Contractor), a Colorado limited liability company, whose address is 8466 Cindy Ln, Fort Collins, CO 80525, make this Contract this first day of January, 2021, at the Town of Estes Park, Colorado, considering the following facts and circumstances:

1 RECITALS:

1.1 Town desires to use the services of Consultant outlined in Consultant's Proposal; and;

1.2 Consultant has agreed to provide the Services outlined in its Proposal, on the terms and conditions stated in this Contract;

2 CONTRACT: This Agreement is a Contract, representing the entire and integrated agreement between the parties and supersedes any prior negotiations, written or oral representations and agreements. The Agreement incorporates the following Contract Documents. In resolving inconsistencies between two or more of the Contract Documents, they shall take precedence in the order enumerated, with the first listed Contract Document having highest precedence.

The Contract Documents, except for amendments executed after execution of this Contract, are:

2.1 Change Orders;

2.2 Notice to Proceed;

2.3 This Contract;

2.4 The following Addenda, if any: Not Applicable

2.5 The following Special Conditions of the Contract, if any: Not Applicable

2.6 Notice of Award:
The Town Board’s public vote and signed contract serves as the official notice of award.

2.7 Request for Proposals, containing 24 pages, dated November 13, 2020.

2.8 Consultant's Proposal, containing 11 pages, dated December 10, 2020.

2.9 Consultant's Schedule of Rates -2021, containing 1 page, submitted with Consultant's Proposal, and attached hereto as Exhibit A.

2.10 Consultant's Insurance Certificates listing the Town as the Certificate Holder.

3 SCOPE OF SERVICES: Consultant shall provide and furnish at its own cost and expense all materials, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to provide its Services in strict accordance with the conditions and prices stated in the Contract Documents.

4 BEGINNING WORK AND COMPLETION SCHEDULE: The Consultant shall begin services under this Contract the first day of January, 2021. Consultant shall timely perform its Services for up to five years or as otherwise directed by Town.

5 PRICE: The Town will pay Consultant for the performance of this Contract, not to exceed the rates provided in Exhibit A. This Contract does not create a multiple fiscal year direct or indirect debt or other financial obligation. Each request for service shall incur a concurrent debt for that request only. All financial obligations of the Town under this Contract are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations.

6 TIME OF PAYMENTS TO CONSULTANT: The Consultant shall bill its charges to the Town periodically, but no more frequently than twice a month. Each bill shall contain a statement of the time the primary employees spent on the Project since the previous bill, a brief description of the Services provided by each such employee, and an itemization of direct expenses. The Town will pay each such bill which it finds to be in accordance with this Contract within forty-five days of its receipt. If Town questions any part of a bill, finds any part of a bill does not conform to this Contract, or claims the right to withhold payment of any part of a bill, it will promptly notify Consultant of the question, nonconformity or reasons for withholding.

7 QUALIFICATIONS ON OBLIGATIONS TO PAY: No partial payment shall be final acceptance or approval of that part of the Services paid for, or shall relieve Consultant of any of its obligations under this Contract. Notwithstanding any other terms of this Contract, Town may withhold any payment (whether a progress payment or final payment) to Consultant under the following conditions:

7.1 Consultant fails to promptly pay all bills for labor, material, or services of consultants furnished or performed by others to perform Services.

7.2 Consultant is in default of any of its obligations under this Contract or any of the Contract Documents.

7.3 Any part of such payment is attributable to Services not conforming to this Contract. (Town will pay for any part attributable to conforming Services).

7.4 Town, in its good faith judgment, determines that the compensation remaining unpaid will not be sufficient to complete the Services according to this Contract.

8 CONSULTANT'S DUTIES:

8.1 Town enters into this Contract relying on Consultant's special and unique abilities to perform the Services. Consultant accepts the relationship of trust and confidence established between it and the Town by this Contract. Consultant will use its best efforts, skill, judgment, and abilities. Consultant will further the interests of Town according to Town's requirements and procedures, according to high professional standards.

8.2 Consultant has and will undertake no obligations, commitments, or impediments of any kind that will limit or prevent its performance of the Services, loyally, according to the Town's best interests. In case of any conflict between interests of Town and any other entity, Consultant shall fully and immediately disclose the issue to Town and, without Town's express approval, shall take no action contrary to Town's interests.

8.3 Consultant's Services under this Contract shall be of at least the standard and quality prevailing among recognized professionals of expert knowledge and skill engaged in the Consultant's same profession under the same or similar circumstances.

8.4 Consultant's work, including drawings and other tangible work products provided to Town, will be accurate and free from any material errors, and will conform to the requirements of this Contract. Town approval of defective drawings or other work shall not diminish or release Consultant's duties, since Town ultimately relies upon Consultant's skill and knowledge.

8.5 The Contract Documents determine whether the Consultant's Scope of Services includes detailed independent verification of data prepared or supplied by Town. Consultant will, nevertheless, call to Town's attention anything in any drawings, plans, sketches, instructions, information, requirements, procedures, or other data supplied to Consultant (by the Town or any other party) that Consultant knows, or reasonably should know, is unsuitable, improper, or inaccurate for Consultant's purposes.

8.6 Consultant shall attend such meetings on the work stated in this Contract, as Town requires. Town will give reasonable notice of any such meetings, so Consultant may attend. Town will pay for any meeting time exceeding Consultant's total estimate of included hours, according to Consultant's fee schedule attached to Consultant's proposal.

8.7 As applicable state and federal laws may require, Consultant will assign only persons duly licensed and registered to do work under this Contract.

8.8 Consultant shall furnish efficient business administration and superintendence and perform the Services in the most efficient and economical manner consistent with the best interests of Town.

8.9 Consultant shall keep its books and records for Services and any reimbursable expenses according to recognized accounting principles and practices, consistently applied. Consultant shall make them available for the Town's inspection at all reasonable times. Consultant shall keep such books and records for at least three (3) years after completion of the Services.

9 TOWN'S DUTIES:

9.1 Town will provide full information to the Consultant on the Town's requirements in a timely manner.

9.2 Town will assist the Consultant by providing such pertinent information available to Town, including maps, studies, reports, tests, surveys and other data, as Consultant specifically requests.

9.3 Town will examine all tests, reports, drawings, specifications, maps, plans and other documents presented by the Consultant to Town for decisions. Town will obtain the advice of other consultants, as the Town thinks appropriate. Town will give decisions to the Consultant in writing within a reasonable time.

9.4 Town will appoint a person to act as Town's representative on this Agreement. This person will have authority to issue instruction, receive information, interpret and define the Town's policies and decisions on the Consultant's Services.

9.5 Town will give prompt written notice to the Consultant when the Town notices any development that affects the scope or timing of the Services.

10 USE OF FINAL PRODUCT: Consultant may have limited involvement after the completion of this Agreement and lacks control of the future use of Consultant's work. Except for deficiencies in Consultant's performance under this Agreement, future use and interpretation of Consultant's work is at the risk of Town or other users.

10.1 The Consultant will keep record copies of all work product items delivered to the Town.

11 OWNERSHIP OF DOCUMENTS AND OTHER MATERIALS: All drawings, specifications, computations, sketches, test data, survey results, renderings, models, and other materials peculiar to the Services of Consultant or Consultant's subconsultants under this Contract are property of Town, for its exclusive use and re-use at any time without further compensation and without any restrictions. Consultant shall treat all such material and information as confidential, and Consultant shall neither use any such material or information or copies on other work nor disclose such material or information to any other party without Town's prior written approval. Upon completion of Services, or at such other time as the Town requires, Consultant shall deliver to the Town a complete, reproducible set of all such materials. For copyright ownership under the Federal Copyright Act, Consultant conveys to Town and waives all rights, title and interest to all such materials in written, electronic or other form, prepared under this Contract. Town shall have worldwide reprint and reproduction rights in all forms and in all media, free of any claims by the Consultant or

its subconsultants and subcontractors. The Town's rights, granted above, in drawing details, designs and specifications that are Consultant's standard documents for similar projects, and in Consultant's databases, computer software and other intellectual property developed, used or modified in performing Services under this Contract are not exclusive, but joint rights, freely exercisable by either the Town or the Consultant.

All design documents, including drawings, specifications, and computer software prepared by Consultant according to this Contract comprise Consultant's design for a specific Project. Neither party intends or represents them as suitable for reuse, by Town or others, as designs for extension of that same Project or for any other project. Any such reuse without prior written verification or adaptation by Consultant for the specific purpose intended will be at user's sole risk and without liability or legal exposure to Consultant. Except as required for performance under this Contract, Consultant's verification or adaptation of design documents will entitle Consultant to additional compensation at such rates as the Consultant may agree.

12 CHANGE ORDERS: Town reserves the right to order work changes in the nature of additions, deletions, or modifications, without invalidating this agreement, and agrees to make corresponding adjustments in the contract price and time for completion. All changes will be authorized by a written change order signed by Town. Work shall be changed, and the contract price and completion time shall be modified only as set out in the written change order. Town shall issue no Change Order or other form of order or directive requiring additional compensable work that will cause the Price to exceed the amount approved.

13 SERVICE OF NOTICES: The parties may give each other required notices in person or by first class mail or by email to their authorized representatives (or their successors) at the addresses listed below:

TOWN OF ESTES PARK:
Reuben Bergsten, Utilities Director
Town of Estes Park
170 MacGregor Ave.
P.O. Box 1200
Estes Park, CO 80517

CONSULTANT:
Jill Fischer, Owner
InVision GIS, LLC
8466 Cindy Ln
Fort Collins, CO 80525

14 COMPLIANCE WITH LAW: Consultant will perform this Contract in strict compliance with applicable federal, state, and municipal laws, rules, statutes, charter provisions, ordinances, and regulations (including sections of the Occupational Safety and Health Administration [OSHA] regulations, latest revised edition, providing for job safety and health protection for workers) and all orders and decrees of bodies or tribunals applicable to work under this Contract. Consultant shall protect and indemnify Town against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order, or decrees by itself or by its subcontractors, agents, or employees. Town assumes no duty to ensure that Consultant follows the safety regulations issued by OSHA.

15 PERMITS AND LICENSES: The Consultant shall secure all permits and licenses, pay all charges, files, and taxes and give all notices necessary and incidental to the lawful

prosecution of its Services. Anyone conducting business in the Town of Estes Park is required a business license which can be obtained from the Town Clerk's Office.

16 PATENTED DEVICES, MATERIALS AND PROCESSES: The Consultant shall hold and save harmless the Town from all claims for infringement, by reason of fee use of any patented design, device, material, process, or trademark or copyright and shall indemnify the Town for any costs, expenses, and damages, including court costs and attorney fees, incurred by reason of actual or alleged infringement during the prosecution or after completion of Services.

17 INSURANCE: **Consultant shall, at its own costs, secure and continuously maintain through the term of this Contract the minimum insurance coverages listed below, with forms and insurers acceptable to Town**. In addition, Consultant shall maintain such coverages for the insurance listed in Paragraphs 17.1, 17.3 and 17.4 for two additional years. For any claims-made policy, Consultant shall include the necessary retroactive dates and extended reporting periods to maintain continuous coverage.

17.1 Professional Liability/Errors and Omissions for at least $1,000,000.

17.2 Workers' Compensation according to the Workers' Compensation Act of the State of Colorado and Employer's Liability with limits of at least $500,000.

17.3 General liability, including contractual liability, of at least $1,000,000 per each occurrence plus an additional amount adequate to pay related attorney's fees and defense cost. Coverage shall include bodily injury, property damage, personal injury, and contractual liability.

17.4 Comprehensive Automobile Liability with minimum limits for bodily injury and property damage coverage of at least $1,000,000 per each occurrence plus an additional amount adequate to pay related attorneys' fees and defense costs, **for each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of this Contract.**

17.5 The required general liability and comprehensive automobile liability policies shall contain endorsements to include Town and its officers and employees as additional insureds. The required professional liability and workers' compensation policies or coverages shall not contain endorsements including the Town, its officers or employees as additional insureds. Every policy required above shall be primary insurance. Any insurance or self-insurance benefits carried by Town, its officers, or its employees, shall be in excess and not contributory to that provided by Consultant.

17.6 Consultant shall, upon request, provide Town a certified copy of each required policy.

17.7 As evidence of the insurance coverages required by this Contract, before beginning work under this Contract, Consultant shall furnish certificates of insurance certifying that at least the minimum coverages required here are in effect and specifying the liability coverages (except for professional liability) are written on an occurrence form to:

Town of Estes Park
170 MacGregor Avenue
PO Box 1200
Estes Park, CO 80517
Attention: Utilities Director

With the exception of professional liability and workers' compensation, policy or policies providing insurance as required will defend and include the Town, its Board, officers, agents and employees as additional insureds on a primary basis for work performed under or incidental to this Contract. Required insurance policies shall be with companies qualified to do business in Colorado with a general policyholder's financial rating acceptable to the Town. The policies shall not be cancelable or subject to reduction in coverage limits or other modification except after thirty days prior written notice to the Town. General liability and automobile policies shall be for the mutual and joint benefit and protection of the Consultant and the Town. These policies shall provide that the Town, although named as an additional insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its officers, employees, and agents by reason of acts or omissions of the Consultant, its officers, employees, agents, sub-consultants, or business invitees. They shall be written as primary policies not contributing to and not in excess of coverage the Town may carry.

17.8 If Consultant is self-insured under the laws of the State of Colorado, Consultant shall provide appropriate declarations and evidence of coverage.

17.9 Consultant shall not cancel, change, or fail to renew required insurance coverages. Consultant shall notify Town's designated person responsible for risk management of any reduction or exhaustion of aggregate limits, which Town may deem to be a breach of this Contract.

17.10 The Town relies on, and does not waive or intend to waive, by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the parties, their officers, or their employees.

17.11 If any insurance required here is to be issued or renewed on a claims-made form as opposed to the occurrence form, the retroactive date for coverage will be no later than the commencement date of the project and will state that in the event of cancellation or nonrenewal, the discovery period for insurance claims (tail coverage) will be at least 72 months.

17.12 Consultant shall not cancel, non-renew or cause insurance to be materially changed or replaced by another policy without prior approval by Town.

18 INDEMNIFICATION:

18.1 Consultant and its agents, principals, officers, partners, employees, and subcontractors ("Indemnitors") shall and do agree to indemnify, protect, and hold harmless the Town, its officers, employees, and agents ("Indemnitees") from all claims, damages, losses, liens, causes of actions, suits, judgments, and expenses (including attorneys' fees), of any nature, kind, or description ("Liabilities") by any third party arising out of, caused by, or resulting from any Services under this Contract if such Liabilities are: (1) attributable to bodily injury, personal injury, sickness, disease, or death of any person, or to the injury or destruction of any tangible property (including resulting loss of use or consequential damages) and (2) caused, in whole or in part, by any error, omission or negligent act of the Consultant, anyone directly or indirectly employed by it, or anyone for whose acts Consultant may be liable.

18.2 If more than one Indemnitor is liable for any error, omission or negligent act covered by this Agreement, each such Indemnitor shall be jointly and severally liable to the Indemnitees for indemnification and the Indemnitors may settle ultimate responsibility among themselves for the loss and expense of any such indemnification by separate proceedings and without jeopardy to any Indemnitee. This Agreement shall not eliminate or reduce any other right to indemnification or other remedy the Town, or any of the Indemnitees may have by law.

18.3 As part of this indemnity obligation, the Consultant shall compensate the Town for any time the Town Attorney's Office and other counsel to the Town reasonably spend on such claims or actions at the rates generally prevailing among private practitioners in the Town of Estes Park for similar services. This obligation to indemnify the Town shall survive the termination or expiration of this Agreement.

19 INDEPENDENT CONTRACTOR: Consultant shall perform all Services under this Agreement as an independent contractor, and not as an agent or employee of Town. No employee or official of Town shall supervise Consultant. Consultant shall exercise no supervision over any employee or official of Town. Consultant shall not represent that it is an employee or agent of the Town in any capacity. **Consultant's officers, employees and agents are not entitled to Workers' Compensation benefits, and Consultant is obligated to pay federal and state income tax on money earned under this Agreement.** Except as this Agreement expressly states, Consultant shall, at its sole expense, supply all buildings, equipment and materials, machinery, tools, superintendence, personnel, insurance and other accessories and Services necessary. This Agreement is not exclusive; subject the terms of this Agreement, Town and Consultant may each contract with other parties.

20 PROVISIONS CONSTRUED AS TO FAIR MEANING: Any tribunal enforcing this Agreement shall construe its terms as to their fair meaning, and not for or against any party based upon any attribution to either party.

21 HEADINGS FOR CONVENIENCE: All headings, captions and titles are for convenience and reference only and of no meaning in the interpretation or effect of this Contract.

22 NO THIRD-PARTY BENEFICIARIES: The parties intend no third-party beneficiaries under this Contract. Any person besides Town or Consultant receiving services or benefits under this Agreement is an incidental beneficiary only.

23 TOWN'S RIGHT TO BAR PERSONNEL FROM WORK SITE: For conduct the Town (in its sole discretion) decides may violate applicable laws, ordinances rules or regulations, or may expose Town to liability or loss, Town may bar any person (including Consultant's and subconsultants' and subcontractors' employees) from the Town's work sites. Such a bar shall not require any employee's discharge from employment, but shall merely prohibit the employee's presence at Town's work sites. Such a bar shall not warrant an increase in contract time or Price.

24 WAIVER: No waiver of any breach or default under this Agreement shall waive any other or later breach or default.

25 TERM: This Contract shall commence on January 1, 2021, and shall continue through December 31, 2025 with the option of four (4) additional renewals, on an annual basis, upon agreement of both parties.

26 TERMINATION:

26.1 In addition to any other available remedies, either party may terminate this Contract if the other party fails to cure a specified default within seven (7) days of receiving written notice of the default. The notice shall specify each such material breach, in reasonable detail.

26.2 Town may, at any time, terminate performance of the work, in whole or in part, for its own convenience. The Town may effect such termination by giving Consultant written Notice of Termination specifying the extent and effective date of termination. In case of termination, for convenience, Town shall pay Consultant for work satisfactorily completed, to the date of termination. The Town shall determine the portion of work completed.

26.3 If either party so terminates, the Consultant shall promptly deliver to the Town all drawings, computer programs, computer input and output, analysis, plans, photographic images, tests, maps, surveys and writer's materials of any kind generated in the performance of its Services under this Contract up to and including the date of termination.

27 SUSPENSION: Without terminating or breaching this Contract, the Town may, at its pleasure, suspend fee services of the Consultant hereunder. Town may effect suspension by giving the Consultant written notice one (1) day in advance of the suspension date. Upon receipt of such notices the Consultant shall cease their work as efficiently as possible, to keep total charges to a minimum. The Town must specifically authorize any work performed during suspension. Since suspension and subsequent reactivation may inconvenience the Consultant, Town will endeavor to provide advance notice and minimize its use. After a suspension has been in effect for thirty days, the Consultant may terminate this Contract at will.

28 ASSIGNMENT AND DELEGATION: Except as stated, neither party may assign its rights or delegate its duties under this Contract without the express written approval of the other.

29 SUBCONTRACTING: Except subconsultant clearly identified and accepted in the Consultant's Proposal, Consultant may employ subconsultants to perform the Services only with Town's express prior written approval. Consultant is solely responsible for any compensation, insurance, and all clerical detail involved in employment of subconsultants.

30 GOVERNING LAW AND VENUE: The laws of the State of Colorado shall govern enforcement and interpretation of this Contract. Venue and jurisdiction for any court action filed regarding this agreement shall be only in Larimer County, Colorado.

31 AUTHORITY: This instrument forms a contract only when executed in writing by duly authorized representatives of Town and Consultant. By their signatures on this document, the signatories represent that they have actual authority to enter this Contract for the respective parties.

32 INTEGRATION: There are no other agreements on the same subject than expressly stated or incorporated in this Contract.

33 UNLAWFUL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS: Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with an illegal alien to perform work under this Contract or (b) fails to certify to the Contractor that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Contract.

34 VERIFICATION REGARDING ILLEGAL ALIENS: Contractor has confirmed the employment eligibility of all employees newly hired for employment to perform work under this Contract through participation in either the E-verify program administered jointly by the United States Department of Homeland Security and the Social Security Administration or the employment verification program of the Colorado Department of Labor & Employment.

35 LIMITATION REGARDING E-VERIFY PROGRAM: Contractor shall not use either E-verify or Colorado Department of Labor & Employment program procedures to undertake pre-employment screening of job applicants while performing this Contract.

36 DUTY TO TERMINATE A SUBCONTRACT; EXCEPTIONS: If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien:

(a) notify the subcontractor and the Town within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) terminate the subcontract with the subcontractor if, within three days of receiving

notice that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien, the subcontractor does not stop employing or contracting with the illegal alien.

37 DUTY TO COMPLY WITH STATE INVESTIGATION: Contractor shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to C.R.S. 8-17.5-102 (5).

38 DAMAGES FOR BREACH OF CONTRACT: In addition to any other legal or equitable remedy the Town may be entitled to for a breach of this Contract, if the Town terminates this Contract, in whole or in part, due to Contractor's breach of any provision of this Contract, Contractor shall be liable for actual and consequential damages to the Town.

Signature pages follow.

CONSULTANT

_____ _____
Date

Title: _____

State of _____)
) ss:
County of _____)

The foregoing instrument was acknowledged before me by _____,
(Name of party signing)

a general partner/limited partner/agent (select one) on behalf of _____,
(Name of limited liability partnership)

a limited liability partnership, this _____ day of _____, 2021.

Witness my hand and official Seal.

My Commission expires _____.

_____
Notary Public

TOWN OF ESTES PARK:

_____ _____
Date

Title: _____

State of _____)
) ss:
County of _____)

The foregoing instrument was acknowledged before me by_____

, as _____ of the Town of Estes Park, a Colorado municipal

corporation, on behalf of the corporation, this _____ day of _____

_____, 2021.

Witness my hand and official Seal.

My Commission expires _____.

_____
Notary Public

APPROVED AS TO FORM:

_____
Town Attorney

Exhibit A

Schedule of Rates - 2021

Tasks will be billed at an hourly rate in increments of 15 minutes and invoiced monthly. Increases will be no more than $5 per position for the duration of the contract from 2022-2025.

Task	Rate
General GPS Data Collection	$40/hr
Journeyman GPS Data Collection	$42/hr
GIS Technician	$60/hr
GIS Specialist	$75/hr
GIS Analyst	$85/hr
Senior GIS Analyst	$90/hr
GIS Professional Services and Project Manager	$105/hr
Engineering Services	$115/hr
Application Development	$115/hr
Travel Time	Same as rate, based on position
Phone, Email, Web Support	Same as rate, based on position

PROPOSAL FOR THE TOWN OF ESTES PARK
UTILITIES DEPARTMENT

GIS Consulting Services Proposal

ESTES PARK
COLORADO

IN RESPONSE TO

RFP GIS Consulting Services

SUBMITTED BY

InVision GIS, LLC
8466 Cindy Ln
Fort Collins, CO 80525
(970) 667-0501
info@invisiongis.com
www.invisiongis.com

Principal Contact Information:

Jill Fischer
8466 Cindy Ln
Fort Collins, CO 80525
Office: (970) 667-0501
Cell: (970) 776-6321
jillfischer@invisiongis.com

Submittal Due: December 11, 2020

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1.0 COVER LETTER

December 10, 2020

Town of Estes Park – Utilities Department
170 MacGregor Ave, Suite 100
P.O. Box 1200
Estes Park, CO 80517

Subject: Proposal for the Town of Estes Park Utilities Department, GIS Consulting Services

Reference: RFP: GIS Consulting Services, Request for Proposal, Dated November 13, 2020

In response to the above referenced RFP, InVision GIS, LLC (InVision) is enclosing our proposal for the Town of Estes Park's (Town) GIS Consulting Services.

Our proposal reflects extensive experience using GIS for local government and utilities. Our firm's primary focus is GIS processes related to government and special district utilities. We are accomplished at addressing both the technical and organizational aspects of support water, electric and fiber utilities. We understand the process and needs of local government. We also understand the intricate and diverse requirements of a utilities-based GIS system. InVision currently works with several cities and towns in Boulder and Larimer Counties. We have contacts with County personnel to acquire available data, and support coordination and updates to data between the entities.

InVision was established in 2012 when I decided to use my eleven years of municipal GIS experience with the Cities of Northglenn and Loveland to serve other communities as a contract GIS consultant. InVision GIS has been thriving for nearly 9 years as we continue to concentrate on small to medium-sized utilities. We continue to focus on extraordinary customer service to lead and assist our clients in developing GIS-based work flows to replace & combine older systems.

The staff at InVision has the unique knowledge of being directly involved with the Town's GIS effort for the past 13 years. Not only has InVision been contracted with the Town since 2012, I also assisted the Town with GIS development and implementation through a partnering relationship at the City of Loveland for 5 years prior.

InVision has assisted the Town during emergency situations including fires and floods. Most recently, we assisted with the Cameron Peak and East Troublesome fires by bringing up a secure login-protected online mapping application over the weekend for communication with fire personnel on parcel-level electric outage information. We used the data in that application to develop a public online map to assist with the number of calls coming in for updates on specific properties. In 2013, our staff worked diligently around the clock to supply GIS information to assist the Town with collecting, providing and organizing data for communication with multiple organizations and emergency services. We have been committed to assisting the Town during any emergency, including nights and weekends, due to our sincere care and concern for the Town and people of Estes Park.

InVision has played a role in developing relationships with other agencies that have benefited the Town. We believe these relationships make government more fiscally responsible. InVision is contracted with several other organizations in Town including the YMCA, Upper Thompson Sanitation District and Estes Park Sanitation District. These relationships allow for easy data sharing between organizations which can be critical during emergency situations and helpful in day-to-day projects. InVision's relationships with these organizations provides for timely and updated GIS data exchange which is transparent to Town employees. In the case of the YMCA it also provides a cost savings as data updated by the YMCA is paid for by that organization, but is transferred to the Town's master GIS files. These relationships are mutually beneficial since work done by one organization is not duplicated and transferred to the other organization without incurring extra cost.

InVision also has relationships around Colorado which we have leveraged to benefit the Town in terms of shared software license agreements and implementation services. InVision was successful at organizing an Intergovernmental License Agreement (IGA) with 3 Cities and Lucity (now Central Square), a work order/asset management software company. This agreement provides the Town with a core software package for $2400/annually, which would otherwise cost $20,000/annually. This is a saving of $17,600 annually, and in reality, is even more when the modules are included. In addition, The Town is benefitting on implementation costs due to InVision's work being done to implement with other Cities in the Lucity ELA which can be shared between Cities. InVision is also contracted with Platte River Power Authority (PRPA), which helps translate the need for data sharing between the entities.

InVision also works with other Town departments which has allowed for a true enterprise GIS. InVision has worked extensively with Community Development to develop base layers in which the Utilities have been able to leverage for their uses. We also work with Public Works, Police, Town Clerk, Finance and Administration. Providing GIS services to most departments in the Town, provides for a huge cost savings and avoids data duplication. It also provides a place all employees can seek out data. In addition, employees may quickly find the data they are searching for has already been created or obtained by another department and is available immediately at no additional cost.

The Town of Estes Park has become a power-user of GIS technology with many sophisticated workflows which integrate multiple system. InVision has been integral in defining and developing these workflows into processes that are documented and taught to end-users. We pride ourselves in working closely with employees to understand the desires and necessary outcomes of each project. This has led to much more transparency in how and where money is spent, provided more streamlined communication between departments, provided a current understanding of inventory and provided Citizens with simplified ways of seeing and reporting power outages.

Our primary office is proximate to the Town, only a 45-minute drive away. InVision will be onsite for necessary tasks in the scope of services. Before COVID-19, InVision typically visited the Town weekly for face-to-face meetings, trainings and assistance. Since COVID-19, InVision continues to meet with Town staff several times a week for workflow development, planning, training, and delivery of applications. In most cases, response time will be within 24 hours of an email or phone call. Once allowed, requests for onsite visits will typically be within a week.

In addition to our experience, it is our hope that the Town considers our constant dedication to the Town and its employees over the past 8 years. We have been open to working on all projects where we can be of service, even if not directly related to GIS; from water/electric consumption data evaluation to backflow prevention software creation, to fiber design, to engineering services. We have made it our goal to make GIS available and easy-to-use for all employees in the organization. We have worked diligently to be available to all levels of users and have had an open door for anyone to contact us, no matter how small the question. It is our belief that personal relationships and communication are vital in making GIS successful in an organization due to the vast number of people that GIS effects.

For ease of evaluation and review, the structure of our proposal follows the outline described in the RFP. If you require further information or clarification of any elements of the proposal, please don't hesitate to contact me. As the primary contact person, I can be reached by phone at (970)776-6321 or by e-mail at jillfischer@invisiongis.com.

We are excited to submit our proposal for these important GIS services, and look forward to the possibility of continuing our working relationship with the Town of Estes Park.

Sincerely,

Jill Fischer, Owner
InVision GIS, LLC

QUALIFICATIONS AND EXPERIENCE

1.1 GIS User Needs Analysis, Goals and Objectives

The process of building an effective GIS for a local government is multifaceted and continually evolving. InVision has constantly evaluated how GIS can assist with changing priorities, staff duties, streamlining processes and preparing for emergency situations. As we incorporate new areas into the GIS process, we are continually looking towards the next area where we can streamline a workflow and quantify the resources it takes to maintain a Town's infrastructure and staff. We understand that GIS and technology change very quickly so we are dedicated to training and keeping the Town up-to-date with current technology.

1.2 Database Design, Construction and Interfacing with Other Systems

Over the last 8 years, InVision has designed and developed the GIS databases for the Utilities and other Town departments which lends itself to an unparalleled understanding of the system. InVision has integrated Lucity work order management software with GIS and it now serves as a primary communication and tracking tool between the electric division and finance. GIS is now integrated with HTE financials to pull active utility accounts and meter data nightly into a spatial display. This integration is used to update the Tantalus smart meter display and is then integrated back into GIS to show active outages, voltage sags or water leaks. We have also integrated work orders initiated in HTE to automatically pull into Lucity so crews have one system of record for all of their work orders. We have also tied the electric and fiber inventory into these systems so work orders pull directly from inventory, keeping inventory always current. We have also set-up the new fiber management system to be tied directly to GIS using Schneider's Fiber Manager product. Crews are currently installing based on these designs which are updated on their laptops with a script we created so they can view the design without cellular coverage.

1.3 GIS Services for Utilities and Local Governments

InVision's staff has worked in local government and has an inside understanding of municipal needs and processes. Our company is based on facilitating GIS services for small to medium-sized governments and districts. We typically see ourselves as an extension of staff. Other clients include the City of Lafayette, City of Louisville, Town of Johnstown, Town of Mead, Central Weld County Water District, Spring Canyon Water District, St. Charles Mesa Water District, Estes Park Sanitation District, Upper Thompson Water District, PRPA and the YMCA. Our business continues to thrive because we believe it is imperative to listen to and assist employees at all levels in the organization. Every position has a role to play in making GIS a success.

1.4 Interactive Online Mapping and Workflow Automation

InVision has built several online and mobile applications for the Town. There are a variety of public interactive maps available on the Town website such as Flood Hazards, Zoning Districts and Wildfire Hazards. We also build a CIP application which is used by most Town divisions to track Capital projects. The data is then used by the Town Manager's office to pull automated reports of the data entered into the application. Each department can only edit their own data, but can see the other department's in order to avoid conflicting construction projects. We have also built an online application for Citizen's to report power outages. There is also an internal portal to this application so Town employees can enter outages into the same application. These outages show up on the electric manager's map so he can determine devices that are likely out based on electric connectivity and tracing we have built into the system. We have also built a workflow where outages from the smart meters also show up on the same map, so the entire system can be evaluated at one time. We also have an external-facing application where staff updates electric outage information for citizen communication.

As the Town started changing out to smart meters, it became apparent that we needed a workflow to communicate progress and updates to the finance department. In order to address that, we facilitated many meetings to work through that process and develop a meter install and change-out application which has a mobile mapping interface that is used to collect the location, the meter reading and a photo. This data collection is automatically pushed to a web mapping interface where finance updates the application and HTE with the data collected by the crews. The whole workflow can now be monitored and processed all online.

After the Town approved a broadband project, we started building, and continue to build more applications and work flows to support the broadband initiative. We built an online application that displays where internet is currently available and when and where it will be coming. Internally, we have also built a fiber construction management online map that tracks where contractors have completed their portion of the work. We have also provided the billing group with information about services being overhead or underground via an automated process reading from GIS so they can schedule the appropriate crews for installation.

Most recently, we have developed an online portal to collect cross-connection information for backflow prevention. We have worked diligently with the water department to develop workflows to build and maintain a backflow program that will meet state standards. Those possibly requiring backflow receive a survey (based on GIS analysis of several different layers) that they fill out online. We have automated that process to update our spatial layer so we can visually see and edit responses online. We continue to work with the water department to develop work flows to dispatch and update their 3rd party backflow software BSI.

1.5 Past 5-Years Performance Related to the Scope of Services

Over the past 5 years, InVision has had extensive experience related to the scope of services through our work with the Town and with other clients. We work primarily in Northern Colorado and have close ties with the surrounding county GIS divisions for easy data exchange and communication of corrections. We also work directly with the Cities of Louisville and Lafayette and help oversee the costs associated with the Lucity IGA between the 3 entities. We are in the unique position to have installed, configured and manage the license software for Esri, Lucity, Schneider, Trimble and EOS. We work with each of these companies to upgrade software and licenses. We also build custom training guides for Town staff directly related to their position and use of the related hardware and software. In addition, we have similar installations at most of our other clients. We are also responsible for maintaining security and Sql Server maintenance and tuning.

Throughout our time implementing software for the Town, we have become familiar with, and integrated with many of the Town's systems. Currently, the Tunet smart grid system is receiving coordinate locations of new meters based on GPS collection and HTE information that is all linked to GIS. As the smart grids receive a new status, they automatically show up on supervisors' maps and change symbols based on new outage/leak information. We have also been able to tie GIS to Lucity work orders, mapping, invoicing, inspections and inventory management. While implementing invoicing and inventory for the power division, we became highly involved with the Town's finance department and software. We have automated systems in place to pull work orders from Finance and put them into Lucity. Also, we led workflow discussions and implemented a system that helped both finance and the power division have a more current and accurate accounting of inventory.

InVision's focus since inception has been utilities. We have been hyperlinking drawings and documents to GIS layers for years, and are more recently attaching drawings and documents for online and mobile use. Nearly all of our clients have some type of utility that requires a geometric network. We have a staff that understands the assets related to water, electric and fiber, and have been editing these types of networks even before InVision was created. We update GIS networks based on as-builts and GPS data collection for numerous clients. Our registered PE can design and review water construction drawing and model water networks. One application we created for the Downtown Loop project included the future roundabout design in our GPS application so they could build the water line while factoring in the roundabout design in the field. With this engineering background, she is also able to understand, write requirements and convert construction projects from Ground to Grid.

As a company, our focus has been to develop working relationships so we understand workflows and needs of the organization. We leave as much room as possible to be flexible to any immediate needs. We are happy to oversee special projects such as the Marys Lake Special Use Permit with the BOR, fiber design, and cross-connection survey data collection and processing. We have prepared materials multiple times for presentations such as the Trailblazer roll-out and the 3D views of the proposed Prospect Mountain access road. We have also shown we are dedicated to the Town in emergency situations with the flood of 2013 and more recently the fires of 2020. We would like to continue to deliver quality work and feel the unique experience of our firm will provide the best solution for The Town's needs.

2.0 LIST OF PERSONNEL

Jill Fischer is a Senior GIS Professional and project manager for the Town. Jill will coordinate all activities with Town staff and serve as the primary point of contact for all tasks. She will attend all agency coordination meetings with partners such as Larimer County, The Cities of Lafayette and Louisville and local Estes Park entities. Jill will perform the final quality control before data delivery; make all hardware and software recommendations, and typically lead training sessions. She will also install, upgrade and manage software and licenses; and manage the GPS program and Town Base Station. Jill will continue to lead her staff with her many years of GIS experience in addition to her solid knowledge of water, electric and fiber networks.

Rebecca Norton is a GIS Analyst who will focus on work order and asset management system integration, development of Web and mobile-based applications, assist with work-flow development, and develop scripts for automation and integration. She is also available to perform data analysis and map requests for special projects. Rebecca is also a registered professional engineer and can assist the Town with reviewing development plans, run water model simulations, and provide other engineering related tasks. She will also assist the Town with ground to grid conversions for construction projects.

Eli Crawley is a GIS Specialist who will serve as a back-up for Rebecca and will assist occasionally in her areas of expertise. In addition to being able to assist with work order and asset management, and build web and mobile applications, Eli is an expert report writer. She will continue to assist with the annual CIP report and create a variety of custom reports with complex formats.

Kelsey Greiner (Contracted) is a GIS Technician who will focus on maintenance and updating the Parcel Fabric as new ground control points are collected. She is experienced at working with Esri's Parcel Fabric and the many intricate issues that this particular piece of software brings with it. Kelsey also has a solid understanding of fiber conduit design and a basic understanding of fiber design. She will do the majority of long repetitive fiber tasks at a very competitive rate. She will also be able to enter the as-built information coming from the fiber installers to update the design into a more accurate depiction of what was installed in the field.

Vanessa O'Brien (Contracted) is a GIS Technician who will focus on field data collection of property pins for updating the Parcel Fabric. She is very proficient at using the Town's GPS equipment with several years of experience. In addition, Vanessa is a very detailed person who will edit the electric and water systems. She has a very strong background in the electric system since she helped inventory the system for several years. She has a close working relationship with both the water and electric department to ensure the GPS points being collected are accurate and understood. Vanessa will also help maintain data for anything address related. She will add new addresses and utility billing accounts. She will also update associated meters and verify address consistency across all of the Town layers and the Larimer County parcels. She will also organize and hyperlink all new documents coming into the system which include as-builts, subdivision plats and development plans.

Mark Smith (Contracted) is a lineman who will GPS electric and fiber inventory. His unique background as a lineman gives him the authorization to open transformers and handle electric equipment. He is highly knowledgeable at using the Town's GPS equipment with many years of experience. Mark also has the expertise and background to alert the electric division of any safety issues he sees while he inventories the system. He has worked with the electric division for several years and has been able to step in at other times when there are other needs because of his background and willingness to help.

Jill Fischer

Jill is a senior GIS analyst, GIS coordinator, project manager, and owner of InVision GIS, LLC. She has over 19 years of GIS experience working in local government. She specializes in geodatabase management; geospatial data model development; water, wastewater, stormwater, electric and fiber utilities; local government GIS; cartography; web and mobile applications; system integrations; process improvement; ArcGIS Enterprise installation and set-up; training; and support. She has a vast experience at building GIS systems that can be leveraged for GIS-centric work order management systems and utility system modeling. She is a dedicated entrepreneur who understands the needs and processes of local government. She has worked in or with local government for more than 17 years, specializing in the integration of GIS into the daily processes and needs of end users. Jill studied GIS at Mankato State University where she earned a bachelor's degree in Geography and International Relations. She also earned a Master's degree in Geography, with an emphasis in GIS and Remote Sensing from the University of Nebraska. Jill has experience developing entire geographic information systems for local governments and utilities. Other processes and technologies she specializes in include:

- Geographic Information Systems – ArcMap, ArcGIS Pro, ArcGIS Online, ArcGIS Enterprise
- Fiber and Electric Networks – Schneider's ArcFM, Fiber Manager and Conduit Manager
- Database Design – Data model development (using Visio), Esri Personal Geodatabase, file Geodatabase, ArcSDE
- Database Management – SQL Server installation, set-up, maintenance and permission; Microsoft Access
- Work Order Management – GIS-centric based – Central Square (Lucity), Cityworks, Cartegraph
- Web and Field Data Viewing and Collection – ArcGIS Online & Portal application development, ArcGIS Collector, ArcGIS Explorer
- Cartography – Map production and map books - Data Driven Pages
- Programming – Model Builder, Python
- GPS Data Collection and Processing – Trimble, Pathfinder Office, Arrow Eos, Collector
- GPS Base Stations- Management of Trimble base stations
- Report Building – Integrate GIS and work order data - Crystal Reports

Education

M.A. (Geography), Minor in Community and Regional Planning, University of Nebraska
B.S. (Geography and International Relations) Mankato State University

Relevant Experience

Riverside Technology (RTi) – ArcGIS Server and ArcSDE implementation

As a Senior GIS Specialist, Jill was responsible for ArcSDE implementations for both a state-wide water resources project and an international project that involved multiple countries. These projects included setting up security, permissions, back-ups and maintenance plans; both projects required ArcGIS Server installation. Additionally, Jill developed web services for consumption by ArcGIS Online and Web Applications. The international project was all completed in a cloud hosting environment.

City of Loveland, Water and Power Department – Enterprise GIS Database Development

Jill was a Senior GIS Specialist responsible for converting water and wastewater system from CAD format into an enterprise Esri SQL Server geodatabase system. This involved installing ArcSDE, and setting up security, permissions and back-ups in SQL Server. This also involved interviewing City staff and needs analysis to create the data model for the water and sewer system in Microsoft Visio, importing the model into SDE, loading data, and quality-checking all data.

On-going to the project was entering as-built information into the system through georeferencing and customizing network editing tools for data entry. She developed and managed a GPS inventory of the water and wastewater system to more accurately locate already mapped GIS data. She also converted the original AutoCAD version of the electric data into an enterprise ArcSDE geodatabase. She implemented the original GIS software (Origin GIS) used to edit the electric dataset and converted it to Schneider's ArcFM. She created a variety of maps including custom maps, large wall maps, and map books for utility crews. She installed and customized Cityworks, a work order management system, for all water and wastewater work orders related to field operations, including pump/lift stations and both water and wastewater treatment plants. The water GIS system was developed to serve as the data input for InfoWater, and the wastewater GIS system was developed to serve as the data input for InfoSWMM. She developed multiple training classes and trained general ArcMap use, work order management, map creation and GPS data collection.

Town of Estes Park, Utilities Department – Electric Geodatabase Development

As a contracted Senior GIS Specialist, she was responsible for converting existing shapefile information into an electric geometric network. The network was developed using Schneider's ArcFM tools and Esri's ArcMap tools. The network was built to have connectivity and flow. A template was also developed for hard-copy paper map books for field use. She also served as a GIS consultant for Town staff as other GIS needs arose.

North Front Range Water Quality Planning Association – District Boundaries and Distribution

As a contracted Senior GIS Specialist, she was responsible for developing a GIS-based process for submitting wastewater district boundary proposals to the Association for approval. She built a database and mapping system with interactive links to on-line wastewater treatment plant information. She trained NFRWQPA staff to edit their own mapped proposals for consideration to the Association, and built distributable map-based systems for delivery to all members to obtain current data of the system. She installed upgrades to GIS software, and served as a consultant for any GIS-related needs.

City of Northglenn – Enterprise GIS Database Development

Jill served as the GIS Coordinator responsible for creating a GIS system for the entire City. This included setting and coordinating the current and future direction of GIS, installing and managing ArcSDE, examining current workflows, developing GIS related workflows, and designing and maintaining databases. Responsibilities of maintaining the GIS system included: GPS data collection and management of an extensive effort to map the utilities; connecting to the police crime database and providing crime analysis map products on a weekly basis; presenting to council live analysis of voting district changes and redistricting during a public meeting; building route maps for snow plows, park plowing, meter reading; and providing support for redevelopment and CIP plans. These projects included extensive interaction with employees to explain processes and train them on GIS techniques.

Rebecca Norton

Rebecca is a GIS Analyst and project manager with experience working for both private and public sectors. Her GIS experience combined with her background in Civil Engineering provides a unique understanding of the technical details of GIS as well as the ability to utilize the data for decision making, master planning and asset management purposes. Her GIS experience includes customized web and mobile mapping, master plan mapping, data analysis and modeling, workflow development, systems integration, work order implementation, and asset management.

Education & Licensing

B.S. (Civil Engineering), University of Kansas – Lawrence
Professional Engineer, State of Colorado, License No. 40293

Relevant Experience

InVision GIS – GIS Analyst

Rebecca implements, manages and customizes Lucity to fit business workflows. She creates web and mobile GIS mapping applications which are used for such projects as meter change-outs, electric outages and capital improvement project management. Her background as an engineer provides her with unique skills and an understanding of the conversion from ground measurements to grid measurements. Likewise, she is able to assist municipal staff and their consulting engineers with formatting GIS data for engineering purposes. She maintains and runs the water modelling for the Town using Innovyze software, updating the data from GIS. She has extensive knowledge of AutoCAD and Civil 3D to assist with CAD conversion projects.

Rebecca's problem-solving skills are frequently utilized for special project requests and customized mapping needs. She utilizes her understanding of engineering to bring 3D GIS to design projects, which provides a unique perspective, especially in harsh terrains. She is one of the few people using GIS as a design tool which brings together the data and power of GIS to the details of an engineering design.

In addition, Rebecca is responsible for developing many scripts that automate several processes which include updating datasets based on other entries, pushing data collected for cross-connection into online applications for a geographic view of the data and rebuilding indexes and analyzing datasets for nightly database maintenance.

City of Loveland – Civil Engineer

As a civil engineer and project manager for the City of Loveland, Rebecca consistently utilized GIS data for project planning, project management and preliminary design purposes. She applied asset management strategies to prioritize water and wastewater projects to assist with the annual budgeting process. She also managed the water model using Innovyze InfoWater software.

Phelps Engineering, Inc. (PEI) – Floodplain Analysis and Mapping

At PEI, Rebecca performed floodplain analysis and mapping for a FEMA Flood Insurance Study for Johnson County, Kansas. The floodplain modeling was performed using HEC-RAS and HEC-GeoRAS software. Esri software was used to map the floodplain over aerial photography and to manage the survey data and site photos.

3.0 OTHER INFORMATION

A schedule of rates has been mailed in a separate, sealed and labeled envelope as described in the RFP.

Request for Proposal
GIS Consulting Services
Including Civil Engineering Services, Software Development, Field Data Collection, GPS/GNSS Base Station and Handheld Device Management

TOWN OF ESTES PARK
Utilities Department
170 MacGregor Ave., Suite 100
P.O. Box 1200
Estes Park, CO 80517

Initial Advertisement: Friday, November 13, 2020
Submittal Deadline: Friday, December 11, 2020, by 4:30 p.m. MST

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INTRODUCTION

The Town of Estes Park (referred to as "the Town") is a Colorado statutory town. We are seeking GIS consulting services for Town-wide needs including electric, water, fiber optic utilities and professional engineering support for a term of five (5) years. The Town is currently working with a GIS consultant. The Town plans to continue the work listed in this RFP. The selected consultant will have a solid understanding of water, electric, and fiber optic utilities. This includes the development and maintenance of geometric infrastructure network models and their underlying databases. It is also important to know and understand the features and attributes that comprise each network in order to provide development and configuration of interactive websites and workflow automation. Design and working knowledge of water, electric, and fiber optics infrastructure in addition to their operations and maintenance is critical for the selected consultant.

The selected consultant will be experienced in the use of ArcGIS Enterprise software that includes but is not limited to ArcGIS Desktop, ArcGIS Online, and ArcGIS Mobile and their toolsets; Spatial Analyst, 3D Analyst, Advanced ArcEditing, Survey Analyst, Parcel Fabric, ArcGIS Server, Spatial Database Engine (SDE). The consultant must be able to provide administration of the SQL Server and SDE with limited IT support and experience with data in formats supported by the ESRI ArcGIS software that includes, but are not limited to: Shapefiles, personal and Enterprise Geodatabases, GRIDs, Terrain Data Set and American Standard Code for Information Interchange (ASCII) files.

The selected consultant will need to have experience configuring and application development with third party software; Lucity, FiberManger, Laserfiche, and ArcFM. Experience with Itron and Tantalus (Tunet) metering systems and system integration with various software packages and use of REST APIs, is highly desirable.

The selected consultant will have professional engineering support to stamp plans and permits and run and provide analysis from water distribution modeling software. The selected consultant will have data collection field staff experienced in GPS/GNSS equipment and knowledge of water, electric, fiber optic infrastructure and knowledge of PLSS monuments surveying tools and markers.

The annual budget for this contract is estimated at $250,000. It is anticipated that the contract for the project will include but not limited to the services listed in the Scope of Services.

SCOPE OF SERVICES

Tasks may include, but not necessarily limited to, the following:

1. Maintenance of online and offline maps for: secured organizational and public mobile and online;
2. Review designs to provide improvements and update geometric models for our: water, electric and fiber optic system;
3. Develop and configure workflow automation by working with our staff to understand our workflow processes including inventory management systems and mobile applications;
4. Perform system analysis and simulations using software simulators;
5. Manage licenses: ESRI, Lucity, Schneider Electric, Innovyze, Trimble and Arrow EOS
6. Maintain a regular schedule of data transfers: Larimer County, Boulder County, City of Louisville and City of Lafayette;
7. Provide systems integrations with Tantalus's Tunet smart grid system, and the Town's financial software system
8. Create geospatial hyperlinking of Town records;
9. Preform ground to grid and grid to ground coordinate conversions for construction projects;
10. Maintain GIS through updates based on as-builts and field GPS data collection;

11. Develop and provide GIS and GPS/GNSS training and guidance for users within the Town;
12. Provide ArcMap training of Town staff for all levels of expertise;
13. Coordinate and oversee special projects and presentation materials on an as needed basis;
14. Assist and respond to emergency situations and natural disasters to provide data acquisition, disseminations and analysis of information;
15. Maintain hyperlinked records for our Cross Connection Control program and Solar generation interconnections which requires coordination and integration with third party vendors;

SUBMITTAL FORMAT AND CONTENT

All respondents are required to follow the format specified below. The contents of the submittal must be clear, concise and complete. Respondents shall base their submittals on the "Scope of Services."

Submittal Cover Page – Include the title "GIS Consulting Services Proposal", the submittal due date, and your principal contact information (name, address, telephone, fax numbers, and e-mail address).

Table of Contents - Include a complete and clear listing of headings and pages to allow easy reference to key information.

Cover Letter *(two pages maximum)* - The cover letter should be brief and should include any changes to the format or deletions of requested materials. Please include the following in your cover letter:

1. Describe why your firm considers itself to be best qualified to perform the work required;
2. Describe how the delivery of services will be provided, including the location of the consultant's office(s) and the response time to our requests;
3. Describe those conditions, constraints, or problems that are unique to the scope of work that may adversely affect either the cost or work progress.

Qualifications and Experience *(two pages maximum)* - The successful consultant will have references to support their experience in building GIS systems and services for local governments including:

1. Prior experience in conducting GIS user needs analysis and guiding the development, goals and objectives to improve efficiency and effectiveness;
2. Prior experience in database design and construction and interfacing with different database systems such as GIS-centric work order systems;
3. Prior experience in facilitating GIS services for utilities and local governments;
4. Examples of interactive online mapping and workflow automation;
5. The consultant's experiences in the past five (5) years specifically related to the Scope of Services.

List of Personnel - This list should include:

1. Identification of the contact person with primary responsibility for this contract;
2. Résumés for each professional and technical person assigned to the contract, including partners and/or sub consultants (if any). The résumés shall include at least two previous assignments relative to the Scope of Services. The persons listed will be considered as committed to the project.

Other Information - This section shall contain all other pertinent information regarding this submittal in the following order:

Schedule of Personnel Rates – The respondent shall provide a Schedule of Personnel Rates in a separate pdf file. The schedule should include the titles and hourly rates of all team members assigned to this contract including all joint venture partner(s), and sub consultants, if any.

Example of "Schedule of Personnel Rates"

Title of Position(s)	2021 Hourly Rates $/Hour	2022 Hourly Rates $/Hour	2023 Hourly Rates $/Hour	2024 Hourly Rates $/Hour	2025 Hourly Rates $/Hour
Senior GIS Consultant					
GIS Water Modeling					
GIS Electric Modeling					
GIS Fiber Optics Modeling					
GIS Technician					
Professional Engineer					
General Field GPS Data Collection					
Journeymen Field GPS Data Collection					
Software Development, Configuration and integration					

Pre-Submittal Meeting

There will **not** be a pre-submittal meeting for this RFP. If there are any questions, please email them to Karla Sterling at ksterling@estes.org.

SUBMITTAL AND EVALUATION

Submittal Deadline

The deadline for submission of proposals is Friday, December 11, 2020, no later than 4:30 p.m. MST. Proposals must be submitted entirely electronically in pdf format by the above deadline to be considered. Proposals may be submitted either to BidNet or by email to ksterling@estes.org. The submission should have the following two pdf documents attached:

- GIS Consulting Services Proposal, clearly titled "***EP GIS Services - Firm Name***".
- Schedule of Personnel Rates, clearly titled "***EP GIS Rates - Firm Name***".

Incomplete submittals, incorrect information, or late submittals shall be cause for disqualification.

Submittals by mail, delivery or fax will not be accepted.

Evaluation Criteria

Submittals received by the Town will be evaluated according to the criteria listed below:

1. Conformance to the specified RFP format;
2. Organization, presentation, and content of the submittal;
3. Specialized experience and technical qualifications of the consultant, including principal firms, joint venture partners (if any), and sub consultants (if any) relative to the types of service required in the Scope of Services;
4. Management or primary project team leader having a minimum of ten (10) years of relevant GIS experience;
5. Proposed method(s) for interfacing with the Town of Estes Park staff.

Selection Process

The selection team will review the proposals and create a "short-list" of the most qualified firms/teams, utilizing the evaluation criteria listed above.

Of the short-listed proposals, further references and interviews may be requested. After confirming the qualifications of each firm/team, their schedule of rates will be opened. Based on the tabulation and analysis, the selection team will recommend a consultant for approval.

Submittal Schedule

The solicitation, receipt, and evaluation of submittals and the selection of the provider of consultant services will conform to the following schedule of dates, which are subject to change:

Distribution/Advertisement	Friday, November 13, 2020,
Deadline for Submittal of Proposals	Friday, December 11, 2020 by 4:30 P.M.
Submittal Review and Short List	Wednesday, December 16, 2020
Selection	Wednesday, December 16, 2020
Contract Negotiation	Friday, December 18,
Board Approval	Tuesday, January 12, 2021
Notice to Proceed	Wednesday, January 13, 2021

Public Disclosure

As a general rule, all documents received by the Town are considered public records and will be made available for public inspection and copying upon request. If you consider any documents submitted with your response to be proprietary or otherwise confidential, please submit a written request for a determination of whether the documents can be withheld from public disclosure no later than five (5) business days prior to the due date of your response. If you do not obtain a determination of confidentiality prior to the submittal deadline, any document(s) submitted will be subject to public disclosure.

TERMS AND CONDITIONS

Right to Reject Submittals

Issuance of this RFP does not commit the Town to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure a contract for services. All respondents should note that the execution of any contract pursuant to this RFP is dependent upon the approval of the Town Board of Trustees.

The Town retains the right to reject all submittals for any reason. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful respondent. A sample contract is attached hereto as Attachment 1. Each submittal must be valid for not less than one-hundred-twenty (120) days from the date of receipt.

Work by Illegal Aliens Prohibited

The Town is required to follow State laws relating to contracting and employment by government/ municipal agencies. The laws prohibiting work with illegal aliens are more fully described in Attachment 1, the sample contract.

Compliance with Town IT Policies

The Consultant will be required to comply with and abide by the Town's IT policies and procedures. Copies of these policies will be provided by the Town to the Consultant. At the time of execution of the Professional Services Contract, the Consultant will execute an acknowledgment of such abidance and compliance with the current Town IT policies and any future applicable IT policies.

Addenda

Addenda to this RFP will be posted on BidNet and the Town's website at https://estespark.colorado.gov/, under the Finance Department's "Request for Proposals". It shall be the responsibility of all prospective respondents to check either BidNet or the Town's website for any possible addenda.

ATTACHMENTS AND EXHIBITS:

Attachment 1 Professional Services Contract Template

[To complete this form, press f11 to move from field to field and follow any prompts. If no prompt appears (like date or section number fields), press f11 to skip to next field. Now press delete to delete this prompt, and press f11 to proceed.]

TOWN OF ESTES PARK, COLORADO

PROFESSIONAL SERVICES CONTRACT

[Here describe the type (or a descriptive title) of the contract and insert table of contents, if necessary, then press f11 to proceed]

The parties, the Town of Estes Park, Colorado (Town), a municipal corporation, and [Enter Consultant Name, then press F11 to proceed] (Consultant or Contractor), a [Enter Consultant's legal entity, e.g. Colorado Corporation, then press F11 to proceed], whose address is [Enter Consultant's address, including street, city, state & zip, then press f11 to proceed], make this Contract this _____ day of _____, 2019, at the Town of Estes Park, Colorado, considering the following facts and circumstances:

1 RECITALS:

1.1 Town desires to use the services of Consultant outlined in Consultant's Proposal; and;

1.2 Consultant has agreed to provide the Services outlined in its Proposal, on the terms and conditions stated in this Contract;

2 CONTRACT: This Agreement is a Contract, representing the entire and integrated agreement between the parties and supersedes any prior negotiations, written or oral representations and agreements. The Agreement incorporates the following Contract Documents. In resolving inconsistencies between two or more of the Contract Documents, they shall take precedence in the order enumerated, with the first listed Contract Document having highest precedence.

The Contract Documents, except for amendments executed after execution of this Contract, are:

2.1 Change Orders;

2.2 Notice to Proceed;

2.3 This Contract;

2.4 The following Addenda, if any:

Number	Date	Pages

[Enter addenda, dates, pages, then press f11 to proceed]

2.5 The following Special Conditions of the Contract, if any:

Document	Title	Pages

[List special conditions, then press f11 to proceed]

2.6 Notice of Award

2.7 Request for Proposals, containing [Enter number of pages in RFP, then press f11 to proceed] pages, dated [Enter date of RFP, then press f11 to proceed].

2.8 Consultant's Proposal, containing [Enter number of pages in proposal, then press f11 to proceed] pages, dated [Enter proposal date, then press f11 to proceed].

2.9 Insurance Certificates

[List here any other documents forming part of the Contract, then press f11 to proceed]

3 SCOPE OF SERVICES: Consultant shall provide and furnish at its own cost and expense all materials, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to provide its Services in strict accordance with the conditions and prices stated in the Contract Documents.

4 BEGINNING WORK AND COMPLETION SCHEDULE: The Consultant shall begin services under this Contract upon receiving Town's notice to proceed. Consultant shall timely perform its Services, according to the Performance Schedule attached to and incorporated into this Contract or as otherwise directed by Town.

5 PRICE: The Town will pay Consultant for the performance of this Contract, not to exceed [Enter price, then press f11 to proceed], as the Price for the total Services performed as stipulated in Consultant's Proposal. This Contract does not create a multiple fiscal year direct or indirect debt or other financial obligation. Each request for service shall incur a concurrent debt for that request only. All financial obligations of the Town under this Contract are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations.

6 TIME OF PAYMENTS TO CONSULTANT: The Consultant shall bill its charges to the Town periodically, but no more frequently than once a month. Each bill shall contain a statement of the time the primary employees spent on the Project since the previous bill, a brief description of the Services provided by each such employee, and an itemization of direct expenses. The Town will pay each such bill which it finds to be in accordance with this Contract within forty-five days of its receipt. If Town questions any part of a bill, finds any part of a bill does not conform to this Contract, or claims the right to withhold payment of any part of a bill, it will promptly notify Consultant of the question, nonconformity or reasons for withholding.

7 QUALIFICATIONS ON OBLIGATIONS TO PAY: No partial payment shall be final acceptance or approval of that part of the Services paid for, or shall relieve Consultant of any of its obligations under this Contract. Notwithstanding any other terms of this Contract, Town may withhold any payment (whether a progress payment or final payment) to Consultant under the following conditions:

7.1 Consultant fails to promptly pay all bills for labor, material, or services of consultants furnished or performed by others to perform Services.

7.2 Consultant is in default of any of its obligations under this Contract or any of the Contract Documents.

7.3 Any part of such payment is attributable to Services not conforming to this Contract. (Town will pay for any part attributable to conforming Services).

7.4 Town, in its good faith judgment, determines that the compensation remaining unpaid will not be sufficient to complete the Services according to this Contract.

8 CONSULTANT'S DUTIES:

8.1 Town enters into this Contract relying on Consultant's special and unique abilities to perform the Services. Consultant accepts the relationship of trust and confidence established between it and the Town by this Contract. Consultant will use its best efforts, skill, judgment, and abilities. Consultant will further the interests of Town according to Town's requirements and procedures, according to high professional standards.

8.2 Consultant has and will undertake no obligations, commitments, or impediments of any kind that will limit or prevent its performance of the Services, loyally, according to the Town's best interests. In case of any conflict between interests of Town and any other entity, Consultant shall fully and immediately disclose the issue to Town and, without Town's express approval, shall take no action contrary to Town's interests.

8.3 Consultant's Services under this Contract shall be of at least the standard and quality prevailing among recognized professionals of expert knowledge and skill engaged in the Consultant's same profession under the same or similar circumstances.

8.4 Consultant's work, including drawings and other tangible work products provided to Town, will be accurate and free from any material errors, and will conform to the requirements of this Contract. Town approval of defective drawings or other work shall not diminish or release Consultant's duties, since Town ultimately relies upon Consultant's skill and knowledge.

8.5 The Contract Documents determine whether the Consultant's Scope of Services includes detailed independent verification of data prepared or supplied by Town. Consultant will, nevertheless, call to Town's attention anything in any drawings, plans, sketches, instructions, information, requirements, procedures, or other data supplied to Consultant (by the Town or any other party) that Consultant knows, or reasonably should know, is unsuitable, improper, or inaccurate for Consultant's purposes.

8.6 Consultant shall attend such meetings on the work stated in this Contract, as Town requires. Town will give reasonable notice of any such meetings, so Consultant may attend. Town will pay for any meeting time exceeding Consultant's total estimate of included hours, according to Consultant's fee schedule attached to Consultant's proposal.

8.7 As applicable state and federal laws may require, Consultant will assign only persons duly licensed and registered to do work under this Contract.

8.8 Consultant shall furnish efficient business administration and superintendence and perform the Services in the most efficient and economical manner consistent with the best interests of Town.

8.9 Consultant shall keep its books and records for Services and any reimbursable expenses according to recognized accounting principles and practices, consistently applied. Consultant shall make them available for the Town's inspection at all reasonable times. Consultant shall keep such books and records for at least three (3) years after completion of the Services.

9 TOWN'S DUTIES:

9.1 Town will provide full information to the Consultant on the Town's requirements in a timely manner.

9.2 Town will assist the Consultant by providing such pertinent information available to Town, including maps, studies, reports, tests, surveys and other data, as Consultant specifically requests.

9.3 Town will examine all tests, reports, drawings, specifications, maps, plans and other documents presented by the Consultant to Town for decisions. Town will obtain the advice of other consultants, as the Town thinks appropriate. Town will give decisions to the Consultant in writing within a reasonable time.

9.4 Town will appoint a person to act as Town's representative on this Agreement. This person will have authority to issue instruction, receive information, interpret and define the Town's policies and decisions on the Consultant's Services.

9.5 Town will give prompt written notice to the Consultant when the Town notices any development that affects the scope or timing of the Services.

10 USE OF FINAL PRODUCT: Consultant may have limited involvement after the completion of this Agreement and lacks control of the future use of Consultant's work. Except for deficiencies in Consultant's performance under this Agreement, future use and interpretation of Consultant's work is at the risk of Town or other users.

10.1 The Consultant will keep record copies of all work product items delivered to the Town.

11 OWNERSHIP OF DOCUMENTS AND OTHER MATERIALS: All drawings, specifications, computations, sketches, test data, survey results, renderings, models, and other materials peculiar to the Services of Consultant or Consultant's subconsultants under this Contract are property of Town, for its exclusive use and re-use at any time without further compensation and without any restrictions. Consultant shall treat all such material and information as confidential, and Consultant shall neither use any such material or information or copies on other work nor disclose such material or information to any other party without Town's prior written approval. Upon completion of Services, or at such other time as the Town requires, Consultant shall deliver to the Town a complete, reproducible set of all such materials. For copyright ownership under the Federal Copyright Act, Consultant conveys to Town and waives all rights, title and interest to all such materials in written, electronic or other form, prepared under this Contract. Town shall have worldwide reprint and reproduction rights in all forms and in all media, free of any claims by the Consultant or its subconsultants and subcontractors. The Town's rights, granted above, in drawing details, designs and specifications that are Consultant's standard documents for similar projects, and in Consultant's databases, computer software and other intellectual property developed, used or modified in performing Services under this Contract are not exclusive, but joint rights, freely exercisable by either the Town or the Consultant.

All design documents, including drawings, specifications, and computer software prepared by Consultant according to this Contract comprise Consultant's design for a specific Project. Neither party intends or represents them as suitable for reuse, by Town or others, as designs for extension of that same Project or for any other project. Any such reuse without prior written verification or adaptation by Consultant for the specific purpose intended will be at user's sole risk and without liability or legal exposure to Consultant. Except as required for performance under this Contract, Consultant's verification or adaptation of design documents will entitle Consultant to additional compensation at such rates as the Consultant may agree.

12 CHANGE ORDERS: Town reserves the right to order work changes in the nature of additions, deletions, or modifications, without invalidating this agreement, and agrees to make corresponding adjustments in the contract price and time for completion. All changes will be authorized by a written change order signed by Town. Work shall be changed, and the contract

price and completion time shall be modified only as set out in the written change order. Town shall issue no Change Order or other form of order or directive requiring additional compensable work that will cause the Price to exceed the amount approved.

13 SERVICE OF NOTICES: The parties may give each other required notices in person or by first class mail or by email to their authorized representatives (or their successors) at the addresses listed below:

TOWN OF ESTES PARK:	CONSULTANT:
[Enter name, title, & address of Town's authorized rep., then press f11 to proceed]	[Enter name, title & address of consultant's authorized rep., then press f11 to proceed]

14 : Consultant will perform this Contract in strict compliance with applicable federal, state, and municipal laws, rules, statutes, charter provisions, ordinances, and regulations (including sections of the Occupational Safety and Health Administration [OSHA] regulations, latest revised edition, providing for job safety and health protection for workers) and all orders and decrees of bodies or tribunals applicable to work under this Contract. Consultant shall protect and indemnify Town against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order, or decrees by itself or by its subcontractors, agents, or employees. Town assumes no duty to insure that Consultant follows the safety regulations issued by OSHA.

15 PERMITS AND LICENSES: The Consultant shall secure all permits and licenses, pay all charges, files, and taxes and give all notices necessary and incidental to the lawful prosecution of its Services. Anyone conducting business in the Town of Estes Park is required a business license which can be obtained from the Town Clerk's Office.

16 PATENTED DEVICES, MATERIALS AND PROCESSES: The Consultant shall hold and save harmless the Town from all claims for infringement, by reason of fee use of any patented design, device, material, process, or trademark or copyright and shall indemnify the Town for any costs, expenses, and damages, including court costs and attorney fees, incurred by reason of actual or alleged infringement during the prosecution or after completion of Services.

17 INSURANCE: Consultant shall, at its own costs, secure and continuously maintain through the term of this Contract the minimum insurance coverages listed below, with forms and insurers acceptable to Town. In addition, Consultant shall maintain such coverages for the insurance listed in Paragraphs 17.1, 17.3 and 17.4 for two additional years. For any claims-made policy, Consultant shall include the necessary retroactive dates and extended reporting periods to maintain continuous coverage.

17.1 Professional Liability/Errors and Omissions for at least $1,000,000.

17.2 Workers' Compensation according to the Workers' Compensation Act of the State of Colorado and Employer's Liability with limits of at least $500,000.

17.3 General liability, including contractual liability, of at least $1,000,000 per each occurrence plus an additional amount adequate to pay related attorney's fees and defense cost. Coverage shall include bodily injury, property damage, personal injury, and contractual liability.

17.4 Comprehensive Automobile Liability with minimum limits for bodily injury and property damage coverage of at least $1,000,000 per each occurrence plus an additional amount adequate to pay related attorneys' fees and defense costs, for each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of this Contract.

17.5 Valuable Papers insurance in an amount adequate to assure the restoration of any plans, drawings, field notes, or other similar data related to the services covered by this Contract in case of their loss or destruction.

17.6 The required general liability and comprehensive automobile liability policies shall contain endorsements to include Town and its officers and employees as additional insureds. The required professional liability and workers' compensation policies or coverages shall not contain endorsements including the Town, its officers or employees as additional insureds. Every policy required above shall be primary insurance. Any insurance or self-insurance benefits carried by Town, its officers, or its employees, shall be in excess and not contributory to that provided by Consultant.

17.7 Consultant shall, upon request, provide Town a certified copy of each required policy.

17.8 As evidence of the insurance coverages required by this Contract, before beginning work under this Contract, Consultant shall furnish certificates of insurance certifying that at least the minimum coverages required here are in effect and specifying the liability coverages (except for professional liability) are written on an occurrence form to:

Town of Estes Park

170 MacGregor Avenue

PO Box 1200

Estes Park, CO 80517

Attention: [INSERT TITLE OF DEPARTMENT CONTACT]

With the exception of professional liability and workers' compensation, policy or policies providing insurance as required will defend and include the Town, its Board, officers, agents and employees as additional insureds on a primary basis for work performed under or incidental to this Contract. Required insurance policies shall be with companies qualified to do business in Colorado with a general policyholder's financial rating acceptable to the Town. The policies shall not be cancelable or subject to reduction in coverage limits or other modification except after thirty days prior written notice to the Town. General liability and automobile policies shall be for the mutual and joint benefit and protection of the Consultant and the Town. These policies shall provide that the Town, although named as an additional insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its officers, employees, and agents by reason of acts or omissions of the Consultant, its officers, employees, agents, sub-consultants, or business invitees. They shall be written as primary policies not contributing to and not in excess of coverage the Town may carry.

17.9 If Consultant is self-insured under the laws of the State of Colorado, Consultant shall provide appropriate declarations and evidence of coverage.

17.10 Consultant shall not cancel, change, or fail to renew required insurance coverages. Consultant shall notify Town's designated person responsible for risk management of any reduction or exhaustion of aggregate limits, which Town may deem to be a breach of this Contract.

17.11 The Town relies on, and does not waive or intend to waive, by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the parties, their officers, or their employees.

17.12 If any insurance required here is to be issued or renewed on a claims-made form as opposed to the occurrence form, the retroactive date for coverage will be no later than the commencement date of the project and will state that in the event of cancellation or nonrenewal, the discovery period for insurance claims (tail coverage) will be at least 72 months.

17.13 Consultant shall not cancel, non-renew or cause insurance to be materially changed or replaced by another policy without prior approval by Town.

18 INDEMNIFICATION:

18.1 Consultant and its agents, principals, officers, partners, employees, and subcontractors ("Indemnitors") shall and do agree to indemnify, protect, and hold harmless the Town, its officers, employees, and agents ("Indemnitees") from all claims, damages, losses, liens, causes of actions, suits, judgments, and expenses (including attorneys' fees), of any nature, kind, or description ("Liabilities") by any third party arising out of, caused by, or resulting from any Services under this Contract if such Liabilities are: (1) attributable to bodily injury, personal injury, sickness, disease, or death of any person, or to the injury or destruction of any tangible property (including resulting loss of use or consequential damages) and (2) caused, in whole or in part, by any error, omission or negligent act of the Consultant, anyone directly or indirectly employed by it, or anyone for whose acts Consultant may be liable.

18.2 If more than one Indemnitor is liable for any error, omission or negligent act covered by this Agreement, each such Indemnitor shall be jointly and severally liable to the Indemnitees for indemnification and the Indemnitors may settle ultimate responsibility among themselves for the loss and expense of any such indemnification by separate proceedings and without jeopardy to any Indemnitee. This Agreement shall not eliminate or reduce any other right to indemnification or other remedy the Town, or any of the Indemnitees may have by law.

18.3 As part of this indemnity obligation, the Consultant shall compensate the Town for any time the Town Attorney's Office and other counsel to the Town reasonably spend on such claims or actions at the rates generally prevailing among private practitioners in the Town of Estes Park for similar services. This obligation to indemnify the Town shall survive the termination or expiration of this Agreement.

19 INDEPENDENT CONTRACTOR: Consultant shall perform all Services under this Agreement as an independent contractor, and not as an agent or employee of Town. No employee or official of Town shall supervise Consultant. Consultant shall exercise no supervision over any employee or official of Town. Consultant shall not represent that it is an employee or agent of the Town in any capacity. **Consultant's officers, employees and agents are not entitled to Workers' Compensation benefits and is obligated to pay federal and state income tax on money earned under this Agreement.** Except as this Agreement expressly states, Consultant shall, at its sole expense, supply all buildings, equipment and materials, machinery, tools, superintendence, personnel, insurance and other accessories and Services necessary. This Agreement is not exclusive; subject the terms of this Agreement, Town and Consultant may

each contract with other parties.

20 PROVISIONS CONSTRUED AS TO FAIR MEANING: Any tribunal enforcing this Agreement shall construe its terms as to their fair meaning, and not for or against any party based upon any attribution to either party.

21 HEADINGS FOR CONVENIENCE: All headings, captions and titles are for convenience and reference only and of no meaning in the interpretation or effect of this Contract.

22 NO THIRD-PARTY BENEFICIARIES: The parties intend no third-party beneficiaries under this Contract. Any person besides Town or Consultant receiving services or benefits under this Agreement is an incidental beneficiary only.

23 TOWN'S RIGHT TO BAR PERSONNEL FROM WORK SITE: For conduct the Town (in its sole discretion) decides may violate applicable laws, ordinances rules or regulations, or may expose Town to liability or loss, Town may bar any person (including Consultant's and subconsultants' and subcontractors' employees) from the Town's work sites. Such a bar shall not require any employee's discharge from employment, but shall merely prohibit the employee's presence at Town's work sites. Such a bar shall not warrant an increase in contract time or Price.

24 WAIVER: No waiver of any breach or default under this Agreement shall waive any other or later breach or default.

25 TERM: This Contract shall commence on [Fill in the date contract begins, which can be "its effective date", a specific date, or "the date specified in a forthcoming Notice to Proceed", and press F11 to continue], and shall continue through [Fill in the date contract ends, press F11 to continue] with the option of four (4) additional renewals, on an annual basis, upon agreement of both parties.

26 TERMINATION:

26.1 In addition to any other available remedies, either party may terminate this Contract if the other party fails to cure a specified default within seven (7) days of receiving written notice of the default. The notice shall specify each such material breach, in reasonable detail.

26.2 Town may, at any time, terminate performance of the work, in whole or in part, for its

own convenience. The Town may effect such termination by giving Consultant written Notice of Termination specifying the extent and effective date of termination. In case of termination, for convenience, Town shall pay Consultant for work satisfactorily completed, to the date of termination. The Town shall determine the portion of work completed.

26.3 If either party so terminates, the Consultant shall promptly deliver to the Town all drawings, computer programs, computer input and output, analysis, plans, photographic images, tests, maps, surveys and writer's materials of any kind generated in the performance of its Services under this Contract up to and including the date of termination.

27 SUSPENSION: Without terminating or breaching this Contract, the Town may, at its pleasure, suspend fee services of the Consultant hereunder. Town may effect suspension by giving the Consultant written notice one (1) day in advance of the suspension date. Upon receipt of such notices the Consultant shall cease their work as efficiently as possible, to keep total charges to a minimum. The Town must specifically authorize any work performed during suspension. Since suspension and subsequent reactivation may inconvenience the Consultant, Town will endeavor to provide advance notice and minimize its use. After a suspension has been in effect for thirty days, the Consultant may terminate this Contract at will.

28 ASSIGNMENT AND DELEGATION: Except as stated, neither party may assign its rights or delegate its duties under this Contract without the express written approval of the other.

29 SUBCONTRACTING: Except subconsultant clearly identified and accepted in the Contractor's Proposal, Consultant may employ subconsultants to perform the Services only with Town's express prior written approval. Consultant is solely responsible for any compensation, insurance, and all clerical detail involved in employment of subconsultants.

30 GOVERNING LAW AND VENUE: The laws of the State of Colorado shall govern enforcement and interpretation of this Contract. Venue and jurisdiction for any court action filed regarding this agreement shall be only in Larimer County, Colorado.

31 AUTHORITY: This instrument forms a contract only when executed in writing by duly authorized representatives of Town and Consultant. By their signatures on this document, the signatories represent that they have actual authority to enter this Contract for the respective parties.

32 INTEGRATION: There are no other agreements on the same subject than expressly stated or incorporated in this Contract.

33 UNLAWFUL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS: Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with an illegal alien to perform work under this Contract or (b) fails to certify to the Contractor that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Contract.

34 VERIFICATION REGARDING ILLEGAL ALIENS: Contractor has confirmed the employment eligibility of all employees newly hired for employment to perform work under this Contract through participation in either the E-verify program administered jointly by the United States Department of Homeland Security and the Social Security Administration or the employment verification program of the Colorado Department of Labor & Employment.

35 LIMITATION REGARDING E-VERIFY PROGRAM: Contractor shall not use either E-verify or Colorado Department of Labor & Employment program procedures to undertake pre-employment screening of job applicants while performing this Contract.

36 DUTY TO TERMINATE A SUBCONTRACT; EXCEPTIONS: If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien:

(a) notify the subcontractor and the Town within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) terminate the subcontract with the subcontractor if, within three days of receiving notice that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien, the subcontractor does not stop employing or contracting with the illegal alien.

37 DUTY TO COMPLY WITH STATE INVESTIGATION: Contractor shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to C.R.S. 8-17.5-102 (5).

38 DAMAGES FOR BREACH OF CONTRACT: In addition to any other legal or equitable remedy the Town may be entitled to for a breach of this Contract, if the Town terminates this Contract, in whole or in part, due to Contractor's breach of any provision of this Contract, Contractor shall be liable for actual and consequential damages to the Town.

Signature pages follow.

CONSULTANT

_____ _____

Date

Title: _____

ACKNOWLEDGMENT

STATE OF _____)

) ss

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____, as _____ of _____, Consultant. (If by natural person or persons, insert name or names; if by person acting in representative or official capacity or as attorney-in-fact, insert name of person as an executor, attorney-in-fact, or other capacity or description; if by officer of corporation, insert name of such officer or officers as the President or other officers of such corporation, naming it.)

Witness my hand and official seal.

My Commission Expires _____.

.

_____

Notary Public

TOWN OF ESTES PARK:

_____ _____

Title Date

STATE OF _____)

) ss

COUNTY OF _____)

The foregoing instrument was acknowledged before me by [Type name of Town Representative],as [Type title of Town Representative] of the Town of Estes Park, a Colorado municipal corporation, on behalf of the corporation, this _____ day of _____ _____, 2019.

Witness my hand and official Seal.

My Commission expires _____ . .

_____

Notary Public

Consultant's Proposal

Performance Schedule

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TOWN OF ESTES PARK

Public Works

Memo

To: Honorable Mayor Koenig

Board of Trustees

Through: Town Administrator Machalek

From: Christy Crosser, Grant Specialist
Ryan Barr, Pavement Manager

Date: *February 23, 2021*

RE: *Resolution 05-21 Approving Intergovernmental Agreement with CDOT for Multimodal Options Fund and Transportation Alternative Program Funds for Fall River Trail*

(Mark all that apply)

☐ PUBLIC HEARING ☐ ORDINANCE ☐ LAND USE
☐ CONTRACT/AGREEMENT ☒ RESOLUTION ☐ OTHER_____

QUASI-JUDICIAL ☐ YES ☒ NO

Objective:

Public Works staff seek Town Board approval for this Intergovernmental Agreement (IGA) from the Colorado Department of Transportation (CDOT) for construction funds for the Fall River Trail project.

Present Situation:

The Town Board supported Public Works staff to submit for two CDOT grant applications which were awarded:

1. Transportation Alternative Program (TAP) is Federal Highway Administration (FHWA) funds. Award amount: $955,000. Local cost share amount: $238,750.
2. Multimodal Options Fund (MMOF) is state funds. Award amount: $448,226. Local cost share amount: $178,664.

The Fall River Trail project is a high priority trail according to the Estes Valley Master Trails Plan. As such, Town staff have worked diligently to research grant opportunities and submit applications.

This work will consist of multimodal trail construction along Fall River Road (US 34) starting at the current trail terminus near Sleepy Hollow Court. The proposed construction will follow US 34 west for approximately 0.25 miles.

The design phase of this work was completed to a 90% phase in 2017 through a Federal Transit Administration Sarbanes Alternative Transportation in Parks and Public

Lands Grant. Final 100% design efforts are scheduled for completion in 2021, supported with Town funds.

Following final design, the Town will solicit bids for construction. The construction phase of the project is estimated to begin in federal fiscal year 2023 and estimated completion for this trail segment will be spring 2023.

Proposal:
Town Board approval IGA will allow staff to proceed with final design and construction of this important trail project. This is an expensive project and its successful completion is possible with grant funds.

Advantages:
- Town staff strategically applied for these CDOT funds for this specific trail segment because it is on their highway system (US 34) and because this is a particularly challenging area because of the proposed trail alignment to the road and river bank.
- These funds support another segment of this trail that will connect historic downtown Estes Park with Rocky Mountain National Park (RMNP).
- When completed, this will be the first multimodal trail that connect with RMNP.
- This project supports the Estes Valley Master Trails Plan.
- To date, approximately 1.2 miles of this 2.5-mile trail has been constructed. This segment will add another 0.25 miles toward completion, and it will be constructing the most challenging and expensive segment.
- This trail extension will provide added safety to residents and visitors that walk and bike this heavily-trafficked stretch of Fall River Road (US34).

Disadvantages:
- These funds do not complete the trail; however, construction of this segment extends the trail closer to completion.
- As most all grants, there is a required cost share; however, funds have been allocated for this project through the 1A Trail Expansion Funds and Larimer County Open Space Funds.
- Construction activity will be disruptive especially to motorists along Fall River Road; however, traffic control will be provided and construction will primarily be conducted during the slower tourist months.

Action Recommended:
Staff recommends Town Board approval for this IGA for Fall River Trail construction support.

Finance/Resource Impact:
- TAP grant: $955,000
- Cost share: $238,750 is supported from 1A Trail Expansion Funds and Larimer County Open Space Funds and will be budgeted in future years.
- MMOF grant: $448,226

- Cost share: $178,664 is supported from 1A Trail Expansion Funds and Larimer County Open Space Funds and will be budgeted in future years.

Level of Public Interest
Moderate.

Sample Motion:
I move for the **approval/denial** of this CDOT IGA for grant support of the Fall River Trail.

Attachments:
1. Resolution 05-21
2. CDOT IGA

RESOLUTION 05-21

APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH COLORADO DEPARTMENT OF TRANSPORATION FOR GRANT FUNDING FOR THE FALL RIVER TRAIL

WHEREAS, the Town Board desired to enter the intergovernmental agreement referenced in the title of this resolution for the purpose of constructing a segment of the Fall River Trail.

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

The Board approves, and authorizes the Mayor to sign, the intergovernmental agreement referenced in the title of this resolution in substantially the form now before the Board.

DATED this _____ day of _____, 2021.

TOWN OF ESTES PARK

_____
Mayor

ATTEST:

_____
Town Clerk

APPROVED AS TO FORM:

_____
Town Attorney

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT
Signature and Cover Page

State Agency Department of Transportation			**Agreement Routing Number** 21-HA4-XC-03173
Local Agency TOWN OF ESTES PARK			**Agreement Effective Date** The later of the effective date or November 17, 2020
Agreement Description Fall River Trail			**Agreement Expiration Date** November 16, 2030
Project # MTF M405-026 (23950) TAP M405-025 (23637)	**Region #** 4	**Contract Writer** DZ	**Agreement Maximum Amount** $1,820,640.00

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement and to bind the Party authorizing his or her signature.

LOCAL AGENCY TOWN OF ESTES PARK _____ Signature **Wendy Koenig, Mayor** _____ By: (Print Name and Title) Date: _____	**STATE OF COLORADO** Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director _____ Stephen Harelson, P.E., Chief Engineer Date: _____
Additional Local Agency Signatures Attest: _____ Jackie Williamson, Town Clerk Date: _____ Approved as to Form: _____ Daniel E. Kramer, Town Attorney Date: _____	**LEGAL REVIEW** Philip J. Weiser, Attorney General _____ Assistant Attorney General _____ By: (Print Name and Title) Date: _____

In accordance with §24-30-202 C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Department of Transportation

Effective Date: _____

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EXHIBIT M, OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS

1. PARTIES

This Agreement is entered into by and between Local Agency named on the Signature and Cover Page for this Agreement ("Local Agency"), and the STATE OF COLORADO acting by and through the State agency named on the Signature and Cover Page for this Agreement (the "State" or "CDOT"). Local Agency and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and Agreement Funds shall be expended within the dates shown in **Exhibit C** for each respective phase ("Phase Performance Period(s)"). The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Local Agency for any Work performed or expense incurred before 1) the Effective Date of this original Agreement; 2) before the encumbering document for the respective phase *and* the official

Notice to Proceed for the respective phase; or 3) after the Final Phase Performance End Date, as shown in **Exhibit C**. Additionally, the State shall have no obligation to pay Local Agency for any Work performed or expense incurred after the Agreement Expiration Date or after required billing deadline specified in **§7.B.i.e**., the expiration of Multimodal Transportation Options Funding ("MMOF") if applicable, whichever is sooner. The State's obligation to pay Agreement Funds exclusive of MMOF will continue until the Agreement Expiration Date. If Agreement Funds expire before the Agreement Expiration Date, then no payments will be made after expiration of Agreement Funds.

B. Initial Term

The Parties' respective performances under this Agreement shall commence on the Agreement Effective Date shown on the Signature and Cover Page for this Agreement and shall terminate on November 16, 2030 as shown on the Signature and Cover Page for this Agreement, unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. This subsection shall not apply to a termination of this Agreement by the State for breach by Local Agency, which shall be governed by **§14.A.i.**

i. Method and Content

The State shall notify Local Agency of such termination in accordance with **§16.** The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Local Agency shall be subject to **§14.A.i.a**

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Local Agency an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Local Agency for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Local Agency which are directly attributable to the uncompleted portion of Local Agency's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Local Agency hereunder.

3. AUTHORITY

Authority to enter into this Agreement exists in the law as follows:

A. Federal Authority

Pursuant to Title I, Subtitle A, of the "Fixing America's Surface Transportation Act" (FAST Act) of 2015, and to applicable provisions of Title 23 of the United States Code and implementing regulations at Title 23 of the Code of Federal Regulations, as may be amended, (collectively referred to hereinafter as the "Federal Provisions"), certain federal funds have been and are expected to continue to be allocated for transportation projects requested by Local Agency and eligible under the Surface Transportation Improvement Program that has been proposed by the State and approved by the Federal Highway Administration ("FHWA").

B. State Authority

Pursuant to CRS §43-1-223 and to applicable portions of the Federal Provisions, the State is responsible for the general administration and supervision of performance of projects in the Program, including the administration of federal funds for a Program project performed by a Local Agency under a contract with the State. This Agreement is executed under the authority of CRS §§29-1-203, 43-1-110; 43-1-116, 43-2-

101(4)(c) and 43-2-104.5.

4. PURPOSE

The purpose of this Agreement is to disburse Federal funds to the Local Agency pursuant to CDOT's Stewardship Agreement with the FHWA.

5. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Agreement**" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

B. "**Agreement Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.

C. "**Award**" means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

D. "**Budget**" means the budget for the Work described in **Exhibit C**.

E. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.

F. "**Consultant**" means a professional engineer or designer hired by Local Agency to design the Work Product.

G. "**Contractor**" means the general construction contractor hired by Local Agency to construct the Work.

H. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.

I. "**Effective Date**" means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for this Agreement.

J. "**Evaluation**" means the process of examining Local Agency's Work and rating it based on criteria established in **§6, Exhibit A** and **Exhibit E**.

K. "**Exhibits**" means the following exhibits attached to this Agreement:

i. **Exhibit A**, Statement of Work.
ii. **Exhibit B,** Sample Option Letter.
iii. **Exhibit C**, Funding Provisions
iv. **Exhibit D**, Local Agency Resolution
v. **Exhibit E**, Local Agency Contract Administration Checklist
vi. **Exhibit F**, Certification for Federal-Aid Contracts
vii. **Exhibit G**, Disadvantaged Business Enterprise
viii. **Exhibit H**, Local Agency Procedures for Consultant Services
ix. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts
x. **Exhibit J**, Additional Federal Requirements
xi. **Exhibit K**, The Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions
xii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form
xiii. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the "Uniform Guidance")

L. "**Federal Award**" means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

M. "**Federal Awarding Agency**" means a Federal agency providing a Federal Award to a Recipient.

N. "**FHWA**" means the Federal Highway Administration, which is one of the twelve administrations under the Office of the Secretary of Transportation at the U.S. Department of Transportation. FHWA provides stewardship over the construction, maintenance and preservation of the Nation's highways and tunnels. FHWA is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.

O "**Goods**" means any movable material acquired, produced, or delivered by Local Agency as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Local Agency in connection with the Services.

P. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

Q. "**Initial Term**" means the time period defined in **§2.B**

R. **"Multimodal Transportation Options Funding"** or **"MMOF"** means money transferred from the general fund to the fund pursuant to C.R.S. §§24-75-219 (5)(a)(III) and (5)(b)(III) and any other money that the general assembly may appropriate or transfer to the fund.

S. "**Notice to Proceed**" means the letter issued by the State to the Local Agency stating the date the Local Agency can begin work subject to the conditions of this Agreement.

T. "**OMB**" means the Executive Office of the President, Office of Management and Budget.

U. "**Oversight**" means the term as it is defined in the Stewardship Agreement between CDOT and the FHWA.

V. "**Party**" means the State or Local Agency, and "**Parties**" means both the State and Local Agency.

W. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S.

X. "**Recipient**" means the Colorado Department of Transportation (CDOT) for this Federal Award.

Y. "**Services**" means the services to be performed by Local Agency as set forth in this Agreement, and shall include any services to be rendered by Local Agency in connection with the Goods.

Z. **"State Confidential Information"** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA.

AA. **"State Fiscal Rules"** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a).

BB. **"State Fiscal Year"** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

CC. **"State Purchasing Director"** means the position described in the Colorado Procurement Code and its implementing regulations.

DD. **"State Records"** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

EE. "**Subcontractor**" means third-parties, if any, engaged by Local Agency to aid in performance of the Work.

FF. "**Subrecipient**" means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency.

GG. "**Uniform Guidance**" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB

Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.

HH. "**Work**" means the delivery of the Goods and performance of the Services in compliance with CDOT's Local Agency Manual described in this Agreement.

II. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

6. STATEMENT OF WORK

Local Agency shall complete the Work as described in this Agreement and in accordance with the provisions of **Exhibit A**, and the Local Agency Manual. The State shall have no liability to compensate Local Agency for the delivery of any Goods or the performance of any Services that are not specifically set forth in this Agreement.

Work may be divided into multiple phases that have separate periods of performance. The State may not compensate for Work that Local Agency performs outside of its designated phase performance period. The performance period of phases, including, but not limited to Design, Construction, Right of Way, Utilities, or Environment phases, are identified in **Exhibit C**. The State may unilaterally modify **Exhibit C** from time to time, at its sole discretion, to extend the period of performance for a phase of Work authorized under this Agreement. To exercise this phase performance period extension option, the State will provide written notice to Local Agency in a form substantially equivalent to **Exhibit B.** The State's unilateral extension of phase performance periods will not amend or alter in any way the funding provisions or any other terms specified in this Agreement, notwithstanding the options listed under **§7.E**

A. Local Agency Commitments

i. Design

If the Work includes preliminary design, final design, design work sheets, or special provisions and estimates (collectively referred to as the "Plans"), Local Agency shall ensure that it and its Contractors comply with and are responsible for satisfying the following requirements:

a. Perform or provide the Plans to the extent required by the nature of the Work.

b. Prepare final design in accordance with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by the State.

c. Prepare provisions and estimates in accordance with the most current version of the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Local Agency specifications if approved by the State.

d. Include details of any required detours in the Plans in order to prevent any interference of the construction Work and to protect the traveling public.

e. Stamp the Plans as produced by a Colorado registered professional engineer.

f. Provide final assembly of Plans and all other necessary documents.

g. Ensure the Plans are accurate and complete.

h. Make no further changes in the Plans following the award of the construction contract to Contractor unless agreed to in writing by the Parties. The Plans shall be considered final when approved in writing by CDOT, and when final, they will be deemed incorporated herein.

ii. Local Agency Work

a. Local Agency shall comply with the requirements of the Americans With Disabilities Act (ADA) 42 U.S.C. § 12101, et. seq., and applicable federal regulations and standards as contained in the document "ADA Accessibility Requirements in CDOT Transportation Projects".

b. Local Agency shall afford the State ample opportunity to review the Plans and shall make any changes in the Plans that are directed by the State to comply with FHWA requirements.

c. Local Agency may enter into a contract with a Consultant to perform all or any portion of the Plans and/or construction administration. Provided, however, if federal-aid funds are involved in the cost of such Work to be done by such Consultant, such Consultant contract (and the performance provision of the Plans under the contract) must comply with all applicable requirements of 23 C.F.R. Part 172 and with any procedures implementing those requirements as provided by the State, including those in **Exhibit H**. If Local Agency enters into a contract with a Consultant for the Work:

1) Local Agency shall submit a certification that procurement of any Consultant contract complies with the requirements of 23 C.F.R. 172.5(1) prior to entering into such Consultant contract, subject to the State's approval. If not approved by the State, Local Agency shall not enter into such Consultant contract.

2) Local Agency shall ensure that all changes in the Consultant contract have prior approval by the State and FHWA and that they are in writing. Immediately after the Consultant contract has been awarded, one copy of the executed Consultant contract and any amendments shall be submitted to the State.

3) Local Agency shall require that all billings under the Consultant contract comply with the State's standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.

4) Local Agency (and any Consultant) shall comply with 23 C.F.R. 172.5(b) and (d) and use the CDOT procedures described in **Exhibit H** to administer the Consultant contract.

5) Local Agency may expedite any CDOT approval of its procurement process and/or Consultant contract by submitting a letter to CDOT from Local Agency's attorney/authorized representative certifying compliance with **Exhibit H** and 23 C.F.R. 172.5(b)and (d).

6) Local Agency shall ensure that the Consultant contract complies with the requirements of 49 CFR 18.36(i) and contains the following language verbatim:

(a) The design work under this Agreement shall be compatible with the requirements of the contract between Local Agency and the State (which is incorporated herein by this reference) for the design/construction of the project. The State is an intended third-party beneficiary of this agreement for that purpose.

(b) Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project.

(c) The consultant shall review the construction Contractor's shop drawings for conformance with the contract documents and compliance with the provisions of the State's publication, Standard Specifications for Road and Bridge Construction, in connection with this work.

(d) The State, in its sole discretion, may review construction plans, special provisions and estimates and may require Local Agency to make such changes therein as the State determines necessary to comply with State and FHWA requirements.

iii. Construction

If the Work includes construction, Local Agency shall perform the construction in accordance with the approved design plans and/or administer the construction in accordance with **Exhibit E**. Such administration shall include Work inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for

contract modification orders and minor contract revisions; processing construction Contractor claims; construction supervision; and meeting the quality control requirements of the FHWA/CDOT Stewardship Agreement, as described in **Exhibit E**.

a. The State may, after providing written notice of the reason for the suspension to Local Agency, suspend the Work, wholly or in part, due to the failure of Local Agency or its Contractor to correct conditions which are unsafe for workers or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the State to be in the public interest.

b. Local Agency shall be responsible for the following:

1) Appointing a qualified professional engineer, licensed in the State of Colorado, as Local Agency Project Engineer (LAPE), to perform engineering administration. The LAPE shall administer the Work in accordance with this Agreement, the requirements of the construction contract and applicable State procedures, as defined in the CDOT Local Agency Manual (https://www.codot.gov/business/designsupport/bulletins_manuals/2006-local-agency-manual).

2) For the construction Services, advertising the call for bids, following its approval by the State, and awarding the construction contract(s) to the lowest responsible bidder(s).

(a) All Local Agency's advertising and bid awards pursuant to this Agreement shall comply with applicable requirements of 23 U.S.C. §112 and 23 C.F.R. Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that Local Agency and its Contractor(s) incorporate Form 1273 (Exhibit I) in its entirety, verbatim, into any subcontract(s) for Services as terms and conditions thereof, as required by 23 C.F.R. 633.102(e).

(b) Local Agency may accept or reject the proposal of the apparent low bidder for Work on which competitive bids have been received. Local Agency must accept or reject such bids within 3 working days after they are publicly opened.

(c) If Local Agency accepts bids and makes awards that exceed the amount of available Agreement Funds, Local Agency shall provide the additional funds necessary to complete the Work or not award such bids.

(d) The requirements of §6.A.iii.b.2 also apply to any advertising and bid awards made by the State.

(e) The State (and in some cases FHWA) must approve in advance all Force Account Construction, and Local Agency shall not initiate any such Services until the State issues a written Notice to Proceed.

iv. Right of Way (ROW) and Acquisition/Relocation

a. If Local Agency purchases a ROW for a State highway, including areas of influence, Local Agency shall convey the ROW to CDOT promptly upon the completion of the project/construction.

b. Any acquisition/relocation activities shall comply with all applicable federal and State statutes and regulations, including but not limited to, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, as amended (49 C.F.R. Part 24), CDOT's Right of Way Manual, and CDOT's Policy and Procedural Directives.

c. The Parties' respective responsibilities for ensuring compliance with acquisition, relocation and incidentals depend on the level of federal participation as detailed in CDOT's Right of Way Manual (located at http://www.codot.gov/business/manuals/right-of-way); however, the State always retains oversight responsibilities.

d. The Parties' respective responsibilities at each level of federal participation in CDOT's Right of Way Manual, and the State's reimbursement of Local Agency costs will be determined pursuant the following categories:

1) Right of way acquisition (3111) for federal participation and non-participation;

2) Relocation activities, if applicable (3109);

3) Right of way incidentals, if applicable (expenses incidental to acquisition/relocation of right of way – 3114).

v. Utilities

If necessary, Local Agency shall be responsible for obtaining the proper clearance or approval from any utility company that may become involved in the Work. Prior to the Work being advertised for bids, Local Agency shall certify in writing to the State that all such clearances have been obtained.

vi. Railroads

If the Work involves modification of a railroad company's facilities and such modification will be accomplished by the railroad company, Local Agency shall make timely application to the Public Utilities Commission ("PUC") requesting its order providing for the installation of the proposed improvements. Local Agency shall not proceed with that part of the Work before obtaining the PUC's order. Local Agency shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 C.F.R. 646, subpart B, concerning federal-aid projects involving railroad facilities, and:

a. Execute an agreement with the railroad company setting out what work is to be accomplished and the location(s) thereof, and which costs shall be eligible for federal participation.

b. Obtain the railroad's detailed estimate of the cost of the Work.

c. Establish future maintenance responsibilities for the proposed installation.

d. Proscribe in the agreement the future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.

e. Establish future repair and/or replacement responsibilities, as between the railroad company and the Local Agency, in the event of accidental destruction or damage to the installation.

vii. Environmental Obligations

Local Agency shall perform all Work in accordance with the requirements of current federal and State environmental regulations, including the National Environmental Policy Act of 1969 (NEPA) as applicable.

viii. Maintenance Obligations

Local Agency shall maintain and operate the Work constructed under this Agreement at its own cost and expense during their useful life, in a manner satisfactory to the State and FHWA. Local Agency shall conduct such maintenance and operations in accordance with all applicable statutes, ordinances, and regulations pertaining to maintaining such improvements. The State and FHWA may make periodic inspections to verify that such improvements are being adequately maintained.

ix. Monitoring Obligations

Local Agency shall respond in a timely manner to and participate fully with the monitoring activities described in **§7.F.vi.**

B. State's Commitments

i. The State will perform a final project inspection of the Work as a quality control/assurance activity. When all Work has been satisfactorily completed, the State will sign the FHWA Form 1212.

ii. Notwithstanding any consents or approvals given by the State for the Plans, the State shall not be liable or responsible in any manner for the structural design, details or construction of any Work constituting major structures designed by, or that are the responsibility of, Local Agency, as identified in **Exhibit E**.

7. PAYMENTS

A. Maximum Amount

Payments to Local Agency are limited to the unpaid, obligated balance of the Agreement Funds set forth in **Exhibit C**. The State shall not pay Local Agency any amount under this Agreement that exceeds the Agreement Maximum set forth in **Exhibit C**.

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Local Agency in the amounts and in accordance with conditions set forth in **Exhibit C**.

b. Local Agency shall initiate payment requests by invoice to the State, in a form and manner approved by the State.

c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Local Agency and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Local Agency shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.

e. If a project is funded in part by the State with MMOF there is an expiration date for the funds. The expiration date applies to grants and local funds used to match grants. In order to receive payment from the State or credit for the match, Work must be completed prior to the expiration date of funding and invoiced in compliance with C.R.S. §§24-75-102(a) and 24-30-202(11). Billing for this work must be submitted 30 days prior to the end of the State Fiscal Year which is June 30th.

ii. Interest

Amounts not paid by the State within 45 days after the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 46th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Local Agency shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days interest to be paid and the interest rate.

iii. Payment Disputes

If Local Agency disputes any calculation, determination, or amount of any payment, Local Agency shall notify the State in writing of its dispute within 30 days following the earlier to occur of Local Agency's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Local Agency and may make changes to its determination based on this review. The calculation, determination, or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

a. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Local Agency beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Agreement Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Agreement Funds, the State's obligation to pay Local Agency shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Agreement Funds, and the State's liability for such payments shall be limited to the amount remaining of such Agreement Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and

this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.C**.

b. If the agreement funds are terminated, the State can terminate the contract early. Payment due for work done to the date of termination will be processed in a manner consistent with **§2.C**.

v. Erroneous Payments

The State may recover, at the State's discretion, payments made to Local Agency in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Local Agency. The State may recover such payments by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Local Agency, or by any other appropriate method for collecting debts owed to the State. The close out of a Federal Award does not affect the right of FHWA or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period (as defined below in **§9.A**.).

C. Matching Funds

Local Agency shall provide matching funds as provided in **§7.A**. and **Exhibit C**. Local Agency shall have raised the full amount of matching funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Local Agency's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Local Agency and paid into Local Agency's treasury. Local Agency represents to the State that the amount designated "Local Agency Matching Funds" in **Exhibit C** has been legally appropriated for the purpose of this Agreement by its authorized representatives and paid into its treasury. Local Agency may evidence such obligation by an appropriate ordinance/resolution or other authority letter expressly authorizing Local Agency to enter into this Agreement and to expend its match share of the Work. A copy of any such ordinance/resolution or authority letter is attached hereto as **Exhibit D**. Local Agency does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Local Agency. Local Agency shall not pay or be liable for any claimed interest, late charges, fees, taxes, or penalties of any nature, except as required by Local Agency's laws or policies.

D. Reimbursement of Local Agency Costs

The State shall reimburse Local Agency's allowable costs, not exceeding the maximum total amount described in **Exhibit C** and **§7**. The applicable principles described in 2 C.F.R. Part 200 shall govern the State's obligation to reimburse all costs incurred by Local Agency and submitted to the State for reimbursement hereunder, and Local Agency shall comply with all such principles. The State shall reimburse Local Agency for the federal-aid share of properly documented costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and **Exhibit C**. Local Agency costs for Work performed prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. Local Agency costs for Work performed after any Performance Period End Date for a respective phase of the Work, is not reimbursable. Allowable costs shall be:

i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided.

ii. Actual net cost to Local Agency (i.e. the price paid minus any items of value received by Local Agency that reduce the cost actually incurred).

E. Unilateral Modification of Agreement Funds Budget by State Option Letter

The State may, at its discretion, issue an "Option Letter" to Local Agency to add or modify Work phases in the Work schedule in **Exhibit C** if such modifications do not increase total budgeted Agreement Funds. Such Option Letters shall amend and update **Exhibit C**, Sections 2 or 4 of the Table, and sub-sections B and C of the **Exhibit C**. Option Letters shall not be deemed valid until signed by the State Controller or an authorized delegate. Modification of **Exhibit C** by unilateral Option Letter is permitted only in the specific scenarios listed below. The State will exercise such options by providing Local Agency a fully executed Option Letter, in a form substantially equivalent to **Exhibit B**. Such Option Letters will be incorporated into this Agreement.

i. Option to Begin a Phase and/or Increase or Decrease the Encumbrance Amount

The State may require by Option Letter that Local Agency begin a new Work phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous Work (but may not include Right of Way Acquisition/Relocation or Railroads) as detailed in **Exhibit A.** Such Option Letters may not modify the other terms and conditions stated in this Agreement, and must decrease the amount budgeted and encumbered for one or more other Work phases so that the total amount of budgeted Agreement Funds remains the same. The State may also issue a unilateral Option Letter to simultaneously increase and decrease the total encumbrance amount of two or more existing Work phases, as long as the total amount of budgeted Agreement Funds remains the same, replacing the original Agreement Funding exhibit (**Exhibit C**) with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.).

ii. Option to Transfer Funds from One Phase to Another Phase.

The State may require or permit Local Agency to transfer Agreement Funds from one Work phase (Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous) to another phase as a result of changes to State, federal, and local match funding. In such case, the original funding exhibit (**Exhibit C**) will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. The Agreement Funds transferred from one Work phase to another are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a fully executed Option Letter to Local Agency within thirty (30) days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iii. Option to Exercise Options i and ii.

The State may require Local Agency to add a Work phase as detailed in **Exhibit A**, and encumber and transfer Agreement Funds from one Work phase to another. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. The addition of a Work phase and encumbrance and transfer of Agreement Funds are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a fully executed Option Letter to Local Agency within 30 days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iv. Option to Update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. The State may update any information contained in **Exhibit C**, Sections 2 and 4 of the Table, and sub-sections B and C of the **Exhibit C**.

F. Accounting

Local Agency shall establish and maintain accounting systems in accordance with generally accepted accounting standards (a separate set of accounts, or as a separate and integral part of its current accounting scheme). Such accounting systems shall, at a minimum, provide as follows:

i. Local Agency Performing the Work

If Local Agency is performing the Work, it shall document all allowable costs, including any approved Services contributed by Local Agency or subcontractors, using payrolls, time records, invoices, contracts, vouchers, and other applicable records.

ii. Local Agency-Checks or Draws

Checks issued or draws made by Local Agency shall be made or drawn against properly signed vouchers detailing the purpose thereof. Local Agency shall keep on file all checks, payrolls, invoices, contracts, vouchers, orders, and other accounting documents in the office of Local Agency, clearly identified, readily accessible, and to the extent feasible, separate and apart from all other Work documents.

iii. State-Administrative Services

The State may perform any necessary administrative support services required hereunder. Local Agency shall reimburse the State for the costs of any such services from the budgeted Agreement Funds as

provided for in **Exhibit C**. If FHWA Agreement Funds are or become unavailable, or if Local Agency terminates this Agreement prior to the Work being approved by the State or otherwise completed, then all actual incurred costs of such services and assistance provided by the State shall be reimbursed to the State by Local Agency at its sole expense.

iv. Local Agency-Invoices

Local Agency's invoices shall describe in detail the reimbursable costs incurred by Local Agency for which it seeks reimbursement, the dates such costs were incurred and the amounts thereof, and Local Agency shall not submit more than one invoice per month.

v. Invoicing Within 60 Days

The State shall not be liable to reimburse Local Agency for any costs invoiced more than 60 days after the date on which the costs were incurred, including costs included in Local Agency's final invoice. The State may withhold final payment to Local Agency at the State's sole discretion until completion of final audit. Any costs incurred by Local Agency that are not allowable under 2 C.F.R. Part 200 shall be Local Agency's responsibility, and the State will deduct such disallowed costs from any payments due to Local Agency. The State will not reimburse costs for Work performed after the Performance Period End Date for a respective Work phase. The State will not reimburse costs for Work performed prior to Performance Period End Date, but for which an invoice is received more than 60 days after the Performance Period End Date.

vi. Risk Assessment & Monitoring

Pursuant to 2 C.F.R. 200.331(b), – CDOT will evaluate Local Agency's risk of noncompliance with federal statutes, regulations, and terms and conditions of this Agreement. Local Agency shall complete a Risk Assessment Form (**Exhibit L**) when that may be requested by CDOT. The risk assessment is a quantitative and/or qualitative determination of the potential for Local Agency's non-compliance with the requirements of the Federal Award. The risk assessment will evaluate some or all of the following factors:

- Experience: Factors associated with the experience and history of the Subrecipient with the same or similar Federal Awards or grants.
- Monitoring/Audit: Factors associated with the results of the Subrecipient's previous audits or monitoring visits, including those performed by the Federal Awarding Agency, when the Subrecipient also receives direct federal funding. Include audit results if Subrecipient receives single audit, where the specific award being assessed was selected as a major program.
- Operation: Factors associated with the significant aspects of the Subrecipient's operations, in which failure could impact the Subrecipient's ability to perform and account for the contracted goods or services.
- Financial: Factors associated with the Subrecipient's financial stability and ability to comply with financial requirements of the Federal Award.
- Internal Controls: Factors associated with safeguarding assets and resources, deterring and detecting errors, fraud and theft, ensuring accuracy and completeness of accounting data, producing reliable and timely financial and management information, and ensuring adherence to its policies and plans.
- Impact: Factors associated with the potential impact of a Subrecipient's non-compliance to the overall success of the program objectives.
- Program Management: Factors associated with processes to manage critical personnel, approved written procedures, and knowledge of rules and regulations regarding federal-aid projects.

Following Local Agency's completion of the Risk Assessment Tool (**Exhibit L**), CDOT will determine the level of monitoring it will apply to Local Agency's performance of the Work. This risk assessment may be re-evaluated after CDOT begins performing monitoring activities.

G. Close Out

Local Agency shall close out this Award within 90 days after the Final Phase Performance End Date. Close out requires Local Agency's submission to the State of all deliverables defined in this Agreement, and Local Agency's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If FHWA has not closed this Federal Award within 1 year and 90 days after the Final Phase Performance End Date due to Local Agency's failure to submit required documentation, then Local Agency may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

8. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to **§19** or pursuant to any exhibit, for any contract having a term longer than 3 months, Local Agency shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five (5) Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Local Agency is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Local Agency's ability to perform its obligations under this Agreement, Local Agency shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified in **§16**.

C. Performance and Final Status

Local Agency shall submit all financial, performance and other reports to the State no later than 60 calendar days after the Final Phase Performance End Date or sooner termination of this Agreement, containing an Evaluation of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

D. Violations Reporting

Local Agency must disclose, in a timely manner, in writing to the State and FHWA, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. Penalties for noncompliance may include suspension or debarment (2 CFR Part 180 and 31 U.S.C. 3321).

9. LOCAL AGENCY RECORDS

A. Maintenance

Local Agency shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Local Agency shall maintain such records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Local Agency in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Local Agency shall permit the State to audit, inspect, examine, excerpt, copy, and transcribe Local Agency Records during the Record Retention Period. Local Agency shall make Local Agency Records available during normal business hours at Local Agency's office or place of business, or at other mutually agreed upon

times or locations, upon no fewer than 2 Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Local Agency's performance of its obligations under this Agreement using procedures as determined by the State. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work.

D. Final Audit Report

Local Agency shall promptly submit to the State a copy of any final audit report of an audit performed on Local Agency's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Local Agency or a third party.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Local Agency shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Local Agency for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Local Agency under CORA. Local Agency shall not, without prior written approval of the State, use for Local Agency's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Agreement. Local Agency shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Local Agency may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Local Agency shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Agreement, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Local Agency shall provide copies of those signed nondisclosure agreements to the State upon request.

C. Use, Security, and Retention

Local Agency shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Local Agency shall provide the State with access, subject to Local Agency's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Local Agency shall return State Records provided to Local Agency or destroy such State Records and certify to the State that it has done so, as directed by the State. If Local Agency is prevented by law or regulation from returning or destroying State Confidential Information, Local Agency warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Local Agency becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Local Agency can establish that none of Local Agency or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Local Agency shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Local Agency shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which

may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

11. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Local Agency shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Local Agency under this Agreement. Such a conflict of interest would arise when a Local Agency or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement. Officers, employees and agents of Local Agency may neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts.

B. Apparent Conflicts of Interest

Local Agency acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Local Agency shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Local Agency's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Local Agency is uncertain whether a conflict or the appearance of a conflict has arisen, Local Agency shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

12. INSURANCE

Local Agency shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies with an AM Best rating of A-VIII or better.

A. Local Agency Insurance

Local Agency is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq*., C.R.S. (the "GIA") and shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Subcontractor Requirements

Local Agency shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA. Local Agency shall ensure that each Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement all of the following insurance policies:

i. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Local Agency or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

a. $1,000,000 each occurrence;

b. $1,000,000 general aggregate;

c. $1,000,000 products and completed operations aggregate; and

d. $50,000 any 1 fire.

iii. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

iv. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

a. $1,000,000 each occurrence; and

b. $2,000,000 general aggregate.

v. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

a. $1,000,000 each occurrence; and

b. $1,000,000 general aggregate.

vi. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

a. $1,000,000 each occurrence; and

b. $1,000,000 general aggregate.

C. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Local Agency and Subcontractors. In the event of cancellation of any commercial general liability policy, the carrier shall provide at least 10 days prior written notice to CDOT.

D. Primacy of Coverage

Coverage required of Local Agency and each Subcontractor shall be primary over any insurance or self-insurance program carried by Local Agency or the State.

E. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Local Agency and Local Agency shall forward such notice to the State in accordance with **§16** within 7 days of Local Agency's receipt of such notice.

F. Subrogation Waiver

All commercial insurance policies secured or maintained by Local Agency or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Local Agency or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

G. Certificates

For each commercial insurance plan provided by Local Agency under this Agreement, Local Agency shall provide to the State certificates evidencing Local Agency's insurance coverage required in this Agreement within 7 Business Days following the Effective Date. Local Agency shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within 7 Business Days following the Effective Date, except that, if Local Agency's subcontract is not in effect as of the Effective

Date, Local Agency shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within 7 Business Days following Local Agency's execution of the subcontract. No later than 15 days before the expiration date of Local Agency's or any Subcontractor's coverage, Local Agency shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Local Agency shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this **§12**.

13. BREACH

A. Defined

The failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner, shall be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Local Agency, or the appointment of a receiver or similar officer for Local Agency or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§14** for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in the Agreement in order to protect the public interest of the State.

14. REMEDIES

A. State's Remedies

If Local Agency is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§13.B,** shall have all of the remedies listed in this **§14.A.** in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Local Agency's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Local Agency shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Local Agency shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Local Agency shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Local Agency shall assign to the State all of Local Agency's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Local Agency shall take timely, reasonable and necessary action to protect and preserve property in the possession of Local Agency but in which the State has an interest. At the State's request, Local Agency shall return materials owned by the State in Local Agency's possession at the time of any termination. Local Agency shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Local Agency for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Local Agency was not in breach or that Local Agency's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.C**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Local Agency shall remain liable to the State for any damages sustained by the State in connection with any breach by Local Agency, and the State may withhold payment to Local Agency for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Local Agency is determined. The State may withhold any amount that may be due Local Agency as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Local Agency's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Local Agency to an adjustment in price or cost or an adjustment in the performance schedule. Local Agency shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Local Agency after the suspension of performance.

b. Withhold Payment

Withhold payment to Local Agency until Local Agency corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Local Agency's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal from the Work of any of Local Agency's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes a patent, copyright, trademark, trade secret, or other intellectual property right, Local Agency shall, as approved by the State **(a)** secure that right to use such Work for the State or Local Agency; **(b)** replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, **(c)** remove any infringing Work and refund the amount paid for such Work to the State.

B. Local Agency's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Local Agency, following the notice and cure period in **§13.B** and the dispute resolution process in **§15** shall have all remedies available at law and equity.

15. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Local Agency for resolution.

B. Resolution of Controversies

If the initial resolution described in §15.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDOT as

described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109, 24-109-101.1, 24-109-101.5, 24-109-106, 24-109-107, 24-109-201 through 24-109-206, and 24-109-501 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

16. NOTICES AND REPRESENTATIVES

Each individual identified below shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered **(i)** by hand with receipt required, **(ii)** by certified or registered mail to such Party's principal representative at the address set forth below or **(iii)** as an email with read receipt requested to the principal representative at the email address, if any, set forth below. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§16** without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

For the State

Colorado Department of Transportation (CDOT)
Jake Oneal, EIT II
CDOT -- Region 4
10601 W 10th Street
Greeley, CO 80634
970-350-2143
John.Oneal@state.co.usj

For the Local Agency

TOWN OF ESTES PARK
Ryan Barr, Pavement Manager
PO Box 1200
Estes Park, CO 80517
970-577-3575
rbarr@estes.org

17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Local Agency is under contract with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire.

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Local Agency hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights

or similar rights with respect to the Work Product throughout the world. To the extent that Local Agency cannot make any of the assignments required by this section, Local Agency hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Local Agency grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Local Agency that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives, or other documents, drawings, models, materials, data, and information shall be the exclusive property of the State (collectively, "State Materials"). Local Agency shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Local Agency's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Local Agency shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

18. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Local Agency under this Agreement is $100,000 or greater, either on the Effective Date or at anytime thereafter, this **§19** shall apply. Local Agency agrees to be governed by and comply with the provisions of §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Local Agency's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

20. GENERAL PROVISIONS

A. Assignment

Local Agency's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Local Agency's rights and obligations approved by the State shall be subject to the provisions of this Agreement

B. Subcontracts

Local Agency shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Local Agency shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Local Agency in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

C. Binding Effect

Except as otherwise provided in **§20.A.** all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Jurisdiction and Venue

All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than contract amendments, shall conform to the policies promulgated by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. Order of Precedence

In the event of a conflict or inconsistency between this Agreement and any exhibits or attachment such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

i. Colorado Special Provisions in the main body of this Agreement.
ii. The provisions of the other sections of the main body of this Agreement.
iii **Exhibit A**, Statement of Work.
iv. **Exhibit D**, Local Agency Resolution.
v. **Exhibit C**, Funding Provisions.
vi. **Exhibit B**, Sample Option Letter.
vii. **Exhibit E**, Local Agency Contract Administration Checklist.
viii. Other exhibits in descending order of their attachment.

L. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of the Agreement.

M. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other Party.

N. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§20.C,** this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

O. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

P. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-103.5-101 C.R.S., if any, are subject to public release through the CORA.

Q. Standard and Manner of Performance

Local Agency shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Local Agency's industry, trade, or profession.

R. Licenses, Permits, and Other Authorizations.

Local Agency shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State.

Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[*Not applicable to intergovernmental agreements*] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due

under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, *et seq*., C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor **(i)** shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Contract is being performed, **(ii)** shall notify the Subcontractor and the contracting State agency or institution of higher education within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq*., C.R.S.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Contractor **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of §§24-76.5-101, *et seq*., C.R.S., and **(iii)** has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.

Revised 11-1-18

22. FEDERAL REQUIREMENTS

Local Agency and/or their contractors, subcontractors, and consultants shall at all times during the execution of this Agreement strictly adhere to, and comply with, all applicable federal and State laws, and their implementing regulations, as they currently exist and may hereafter be amended. A summary of applicable federal provisions are attached hereto as Exhibit F, Exhibit I, Exhibit J, Exhibit K and Exhibit M are hereby incorporated by this reference.

23. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Local Agency will comply with all requirements of Exhibit G and Local Agency Contract Administration Checklist regarding DBE requirements for the Work, except that if Local Agency desires to use its own DBE program to implement and administer the DBE provisions of 49 C.F.R. Part 26 under this Agreement, it must submit a copy of its program's requirements to the State for review and approval before the execution of this Agreement. If Local Agency uses any State- approved DBE program for this Agreement, Local Agency shall be solely responsible to defend that DBE program and its use of that program against all legal and other challenges or complaints, at its sole cost and expense. Such responsibility includes, without limitation, determinations concerning DBE eligibility requirements and certification, adequate legal and factual bases for DBE goals and good faith efforts. State approval (if provided) of Local Agency's DBE program does not waive or modify the sole responsibility of Local Agency for use of its program.

24. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of CDOT. In connection with any appeal proceeding under this clause, Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Local Agency shall proceed diligently with the performance of this Agreement in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals shall be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this Agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

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EXHIBIT A
SCOPE OF WORK

Fall River Trail
TAP M405-025 / MTF M405-026 - MMOF
SA# 23637 / 23950

Project Description

The Colorado Department of Transportation ("CDOT") will oversee Town of Estes Park when the Town completes the segment of the Fall River Trail project supported with these funds. (Hereinafter referred to as "this work"). CDOT and the Town of Estes Park believe it will be beneficial to perform this work because it will construct a segment of multimodal trail, which will connect historic downtown Estes Park to Rocky Mountain National Park. Fall River Trail will become the first multimodal trail into Rocky Mountain National Park and it will serve as a transportation alternative for residents, visitors, campers, hikers, cyclists, and commuters. The trail construction will occur along Fall River Road (US 34) beginning where the trail currently ends near Sleepy Hollow Court, and therefore the project will involve CDOT right of way.

This work will conform to the parameters articulated in the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, AASHTO "A Policy on Geometric Design of Highways and Streets", AASHTO "Roadside Design Guide", and the CDOT Project Development Manual, CDOT M&S Standards, CDOT Design Guide, CDOT Construction Manual, Manual on Uniform Traffic Control Devices, Highway Capacity Manual, along with all applicable State and Federal guidelines.

This work will consist of multimodal trail construction. The design phase of this work was completed to a 90% phase in 2017 through a Federal Transit Administration Sarbanes Alternative Transportation in Parks and Public Lands Grant. Final 100% design efforts are scheduled to occur during 2021, supported with Town funds. The design phase will identify more exact requirements, qualities, and attributes for this work. (Herein after referred to as "the exact work"). The exact work shall be used to complete the construction phase of the project. The construction phase of the project is estimated to begin in federal fiscal year 2023 and shall finish as soon as reasonably possible.

The project is funded with Multi-Modal Options Funding (MMOF). MMOF funding expenditures shall be invoiced by June 1st of the year they expire.

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EXHIBIT B

SAMPLE IGA OPTION LETTER

Date	State Fiscal Year	Option Letter No.
Project Code	**Original Agreement #**	

Vendor Name: _____

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous and to update encumbrance amount(s).

Option to unilaterally transfer funds from one phase to another phase.

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous, to update encumbrance amount(s), and to unilaterally transfer funds from one phase to another phase.

Option to unilaterally extend the performance of this Agreement and/or update a Work Phase Performance Period.

Option A
In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency), the State hereby exercises the option to authorize the Local Agency to add a phase and to encumber funds for the phase based on changes in funding availability and authorization. The total encumbrance is (or increased) by$0.00. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option B
In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to transfer funds based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option C
In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to 1) release the Local Agency to begin a phase; 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from phases based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option D

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option extend the performance of this Agreement and/or update a Work Phase Performance Period.

The total encumbrance as a result of this option and all previous options and/or amendments is now $0.00, as referenced in **Exhibit *C-1***. The total budgeted funds to satisfy services/ goods ordered under the Agreement remains the same: as referenced in **Exhibit C-1**.

The effective date of this option letter is upon approval of the State Controller or delegate.

STATE OF COLORADO
Jared S. Polis
Department of Transportation

By: _____
Stephen Harelson, P.E., Chief Engineer
(For) Shoshana M. Lew, Executive Director

Date: _____

ALL AGREEMENTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

STATE OF COLORADO
STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Colorado Department of Transportation

Date:_____

EXHIBIT C
FUNDING PROVISIONS

EXHIBIT C – FUNDING PROVISIONS **TAP M405-025 (23637)**
MTF M405-026 (23950) - MMOF

A. Cost of Work Estimate

The Local Agency has estimated the total cost the Work to be $1,820,640.00 which is to be funded as follows:

1. BUDGETED FUNDS	
TAP M405-025 (23637)	
a. Federal Funds (80% of Participating Funds)	$955,000.00
b. Local Agency Matching Funds (20% of Participating Funds)	$238,750.00
MTF M405-026 (23950)	
c. State Funds (71.5% of Participating Funds)	$448,226.00
d. Local Agency Matching Funds (28.5% of Participating Funds)	$178,664.00
TOTAL BUDGETED FUNDS	$1,820,640.00
2. OMB UNIFORM GUIDANCE	
a. Federal Award Identification Number (FAIN):	TBD
b. Federal Award Date:	TBD
c. Amount of Federal Funds Obligated:	$0.00
d. Total Amount of Federal Award:	$955,000.00
e. Name of Federal Awarding Agency:	FHWA
f. CFDA Number	CFDA 20.205
g. Is the Award for R&D?	No
h. Indirect Cost Rate (if applicable)	N/A
3. ESTIMATED PAYMENT TO LOCAL AGENCY	
a. Federal Funds Budgeted	$955,000.00
b. State Funds Budgeted	$448,226.00
c. Less Estimated Federal Share of CDOT-Incurred Costs	$0.00
TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY	$1,403,226.00
4. FOR CDOT ENCUMBRANCE PURPOSES	
TAP M405-025 (23637)	
a. Total Encumbrance Amount	$1,193,750.00
b. Less ROW Acquisition 3111 and/or ROW Relocation 3109	$0.00
MTF M405-026 (23950)	
c. Total Encumbrance Amount (Only CDOT funds are encumbered)	$448,226.00
d. Less ROW Acquisition 3111 and/or ROW Relocation 3109	$0.00
Net to be encumbered as follows:	$1,641,976.00

	Note: Design and Construction funds are currently not available. Design and Construction funds will become available after execution of an Option Letter (Exhibit B) or formal amendment.				
	WBS Element 23637.10.30	Performance Period Start*/End Date TBD / TBD	Design	3020	$0.00
	WBS Element 23637.20.10	Performance Period Start*/End Date TBD / TBD	Const.	3301	$0.00
	WBS Element 23950.10.30	Performance Period Start**/End Date N/A- N/A	Design	3020	$0.00
	WBS Element 23950.20.10	Performance Period Start**/End Date N/A- N/A	Const.	3301	$0.00

***For TAP M405-025 (23637) the Local Agency should not begin work until all three (3) of the following are in place: 1) Phase Performance Period Start Date; 2) the execution of the document encumbering funds for the respective phase; and 3) Local Agency receipt of the official Notice to Proceed. Any work performed before these three milestones are achieved will not be reimbursable.**

****For MTF M405-026 (23950) the Local Agency should not begin work until both of the following are in place: 1) the execution of the document encumbering funds for the respective phase; and 2) Local Agency receipt of the official Notice to Proceed. Any work performed before these two (2) milestones are achieved will not be reimbursable.**
***If multimodal options funds are used for this project, they are set to expire on June 30 of the year they expire. All statements for reimbursement of MMOF must be submitted by June 1 of the year they expire. Invoices submitted after this date will not be paid.**

B. Matching Funds

TAP M405-025 (23637)
The matching ratio for the total participating funds for this Work is 80.00% federal-aid funds to 20.00% Local Agency matching funds, it being understood that such ratios apply to the $1,193,750.00 that is eligible for federal participation, it being further understood that all non-participating costs are borne by the Local Agency at 100%. If the total participating cost of performance of the Work exceeds $1,193,750.00, and additional federal funds are made available for the Work, the Local Agency shall pay the subsequently determined required matching percentage of all such costs eligible for federal participation and 100% of all non-participating costs; if additional federal funds are not made available, the Local Agency shall pay all such excess costs. If the total participating cost of performance of the Work is less than $1,193,750.00, then the amounts of federal-aid funds, State funds, and local agency funds will be decreased in accordance with the funding ratio described herein. The performance of the Work shall be at no cost to the State.

MTF M405-026 (23950)
The matching ratio for the total participating funds for this Work is 71.50% MMOF State funds to 28.50% Local Agency matching funds, it being understood that such ratios apply to the $626,890.00 that is eligible for State participation, it being further understood that all non-participating costs are borne by the Local Agency at 100%. If the total participating cost of performance of the Work exceeds $626,890.00, and additional State funds are made available for the Work, the Local Agency shall pay the subsequently determined required matching percentage of all such costs eligible for State participation and 100% of all non-participating costs; if additional State funds are not made available, the Local Agency shall pay all such excess costs. If the total participating cost of performance of the Work is less than $626,890.00, then the amounts of federal-aid funds, State funds, and local agency funds will be decreased in accordance with the funding ratio described herein.

C. Maximum Amount Payable

TAP M405-025 (23637)
The maximum amount payable to the Local Agency under this Agreement shall be $955,000.00 (For CDOT accounting purposes, the federal funds of $955,000.00 and the Local Agency matching funds of $238,750.00 will be encumbered for a total encumbrance of $1,193,750.00), unless such amount is increased by an appropriate written modification to this Agreement executed before any increased cost is incurred. It is understood and agreed by the parties hereto that the total cost of the Work stated hereinbefore is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that such cost is subject to revisions (in accord with the procedure in the previous sentence) agreeable to the parties prior to bid and award.

The maximum amount payable shall be reduced without amendment when the actual amount of the Local Agency's awarded contract is less than the budgeted total of the federal participating funds, state participating funds, and the Local Agency matching funds. The maximum amount payable shall be reduced through the execution of an Option Letter as described in Section 7. E. of this contract.

MTF M405-026 (23950)
The maximum amount payable to the Local Agency under this Agreement shall be $448,226.00 (For CDOT accounting purposes, the State funds of $448,226.00 will be encumbered, but the Local Agency matching funds of $178,664.00 will NOT be encumbered), unless such amount is increased by an appropriate written modification to this Agreement executed before any increased cost is incurred. The total budget of this project is $1,820,640.00. It is understood and agreed by the parties hereto that the total cost of the Work stated hereinbefore is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that such cost is subject to revisions (in accord with the procedure in the previous sentence) agreeable to the parties prior to bid and award.

The maximum amount payable shall be reduced without amendment when the actual amount of the Local Agency's awarded contract is less than the budgeted total of the federal participating funds, state participating funds, and the Local Agency matching funds. The maximum amount payable shall be reduced through the execution of an Option Letter as described in Section 7. E. of this contract.

D. Single Audit Act Amendment
All state and local government and non-profit organizations receiving $750,000 or more from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of 2 CFR part 200, subpart F (Audit Requirements) see also, 49 C.F.R. 18.20 through 18.26. The Single Audit Act Amendment requirements applicable to the Local Agency receiving federal funds are as follows:

i. Expenditure less than $750,000
If the Local Agency expends less than $750,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

ii. Expenditure of $750,000 or more-Highway Funds Only
If the Local Agency expends $750,000 or more, in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the "financial" procedures and processes for this program area.

iii. Expenditure of $750,000 or more-Multiple Funding Sources
If the Local Agency expends $750,000 or more in Federal funds, and the Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.

iv. Independent CPA
Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.

EXHIBIT D

LOCAL AGENCY RESOLUTION (If APPLICABLE)

EXHIBIT E LOCAL AGENCY AGREEMENT ADMINISTRATION CHECKLIST

COLORADO DEPARTMENT OF TRANSPORTATION

LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST

Project No.	STIP No.	Project Code	Region
MTF M405-025/MTF M405-026	SR47020	23637/23950	4

Project Location	Date
Fall River Road (US34), Estes Park	10/23/2020

Project Description
Fall River Trail

Local Agency	Local Agency Project Manager
Town of Estes Park	Ryan Barr
CDOT Resident Engineer	**CDOT Project Manager**
Bryce Reeves	Jake Oneal

INSTRUCTIONS:
This checklist shall be utilized to establish the contract administration responsibilities of the individual parties to this agreement. The checklist becomes an attachment to the Local Agency agreement. Section numbers correspond to the applicable chapters of the *CDOT Local Agency Manual*.

The checklist shall be prepared by placing an "X" under the responsible party, opposite each of the tasks. The “X” denotes the party responsible for initiating and executing the task. Only one responsible party should be selected. When neither CDOT nor the Local Agency is responsible for a task, not applicable (NA) shall be noted. In addition, a “#” will denote that CDOT must concur or approve.

Tasks that will be performed by Headquarters staff will be indicated. The Regions, in accordance with established policies and procedures, will determine who will perform all other tasks that are the responsibility of CDOT.

The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Local Agency Project Manager, and submitted to the Region Program Engineer. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Local Agency Project Manager, will prepare and distribute a revised checklist.

Note:
Failure to comply with applicable Federal and State requirements may result in the loss of Federal or State participation in funding.

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY LA	RESPONSIBLE PARTY CDOT
	TIP / STIP AND LONG-RANGE PLANS		
2.1	Review Project to ensure it is consistent with STIP and amendments thereto		**X**
	FEDERAL FUNDING OBLIGATION AND AUTHORIZATION		
4.1	Authorize funding by phases (CDOT Form 418 - Federal-aid Program Data. Requires FHWA concurrence/involvement)		**X**
	PROJECT DEVELOPMENT		
5.1	Prepare Design Data - CDOT Form 463	X	
5.2	Prepare Local Agency/CDOT Inter-Governmental Agreement (see also Chapter 3)		**X**
5.3	Conduct Consultant Selection/Execute Consultant Agreement • Project Development • Construction Contract Administration (including Fabrication Inspection Services)	X	#
5.4	Conduct Design Scoping Review Meeting	X	#
5.5	Conduct Public Involvement	X	
5.6	Conduct Field Inspection Review (FIR)	X	#
5.7	Conduct Environmental Processes (may require FHWA concurrence/involvement)	X	#
5.8	Acquire Right-of-Way (may require FHWA concurrence/involvement)	X	#
5.9	Obtain Utility and Railroad Agreements	X	
5.10	Conduct Final Office Review (FOR)	X	#

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY LA	CDOT
5.11	Justify Force Account Work by the Local Agency	X	#
5.12	Justify Proprietary, Sole Source, or Local Agency Furnished Items	X	#
5.13	Document Design Exceptions - CDOT Form 464	X	#
5.14	Prepare Plans, Specifications, Construction Cost Estimates and Submittals	X	#
5.15	Ensure Authorization of Funds for Construction		**X**
	PROJECT DEVELOPMENT CIVIL RIGHTS AND LABOR COMPLIANCE		
6.1	Set Disadvantaged Business Enterprise (DBE) Goals for Consultant and Construction Contracts (CDOT Region EEO/Civil Rights Specialist).		X
6.2	Determine Applicability of Davis-Bacon Act This project ☐ is ☒ is not exempt from Davis-Bacon requirements as determined by the functional classification of the project location (Projects located on local roads and rural minor collectors may be exempt.) _____ _____ CDOT Resident Engineer (Signature on File) Date		**X**
6.3	Set On-the-Job Training Goals (CDOT Region EEO/Civil Rights Specialist)		**X**
6.4	Title VI Assurances	**X**	
	Ensure the correct Federal Wage Decision, all required Disadvantaged Business Enterprise/On-the-Job Training special provisions and FHWA Form 1273 are included in the Contract (CDOT Resident Engineer)		**X**
	ADVERTISE, BID AND AWARD of CONSTRUCTION PROJECTS		
7.1	Obtain Approval for Advertisement Period of Less Than Three Weeks		**X**
7.2	Advertise for Bids	**X**	**#**
7.3	Distribute "Advertisement Set" of Plans and Specifications	X	
7.4	Review Worksite and Plan Details with Prospective Bidders While Project Is Under Advertisement	X	
7.5	Open Bids	X	
7.6	Process Bids for Compliance		
	Check CDOT Form 1415 – Commitment Confirmation when the low bidder meets DBE goals		**X**
	Evaluate CDOT Form 1416 - Good Faith Effort Report and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals		**X**
	Submit required documentation for CDOT award concurrence	X	
7.7	Concurrence from CDOT to Award		**X**
7.8	Approve Rejection of Low Bidder		**X**
7.9	Award Contract	X	#
7.10	Provide "Award" and "Record" Sets of Plans and Specifications	X	
	CONSTRUCTION MANAGEMENT		
8.1	Issue Notice to Proceed to the Contractor	X	#
8.2	Project Safety	X	
8.3	Conduct Conferences:		
	Pre-Construction Conference (Appendix B) • Fabrication Inspection Notifications	X	#
	Pre-survey • Construction staking • Monumentation	X	
	Partnering (Optional)	X	
	Structural Concrete Pre-Pour (Agenda is in *CDOT Construction Manual)*	X	#
	Concrete Pavement Pre-Paving (Agenda is in *CDOT Construction Manual)*	X	#
	HMA Pre-Paving (Agenda is in *CDOT Construction Manual)*	X	#
8.4	Develop and distribute Public Notice of Planned Construction to media and local residents	X	

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY LA	CDOT
8.5	Supervise Construction		
	A Professional Engineer (PE) registered in Colorado, who will be "in responsible charge of construction supervision." _____ _____ Local Agency Professional Engineer or CDOT Resident Engineer Phone number	X	
	Provide competent, experienced staff who will ensure the Contract work is constructed in accordance with the plans and specifications	X	
	Construction inspection and documentation	X	
	Fabrication Inspection and documentation	X	
8.6	Approve Shop Drawings	X	
8.7	Perform Traffic Control Inspections	X	#
8.8	Perform Construction Surveying	X	
8.9	Monument Right-of-Way	X	
8.10	Prepare and Approve Interim and Final Contractor Pay Estimates. Collect and review CDOT Form 1418 (or equivalent) Provide the name and phone number of the person authorized for this task. _____ _____ Local Agency Representative Phone number	X	
8.11	Prepare and Approve Interim and Final Utility and Railroad Billings	X	
8.12	Prepare and Authorize Change Orders	**X**	#
8.13	Submit Change Order Package to CDOT	**X**	
8.14	Prepare Local Agency Reimbursement Requests	**X**	
8.15	Monitor Project Financial Status	X	
8.16	Prepare and Submit Monthly Progress Reports	X	
8.17	Resolve Contractor Claims and Disputes	X	
8.18	Conduct Routine and Random Project Reviews Provide the name and phone number of the person responsible for this task. Bryce Reeves 970-350-2126 CDOT Resident Engineer Phone number		**X**
8.19	Ongoing Oversight of DBE Participation	**X**	
MATERIALS			
9.1	Discuss Materials at Pre-Construction Meeting • Buy America documentation required **prior to** installation of steel	X	
9.2	Complete CDOT Form 250 - Materials Documentation Record • Generate form, which includes determining the minimum number of required tests and applicable material submittals for all materials placed on the project • Update the form as work progresses • Complete and distribute form after work is completed	 X X	X
9.3	Perform Project Acceptance Samples and Tests	X	
9.4	Perform Laboratory Verification Tests	X	
9.5	Accept Manufactured Products Inspection of structural components: • Fabrication of structural steel and pre-stressed concrete structural components • Bridge modular expansion devices (0" to 6" or greater) • Fabrication of bearing devices	X	
9.6	Approve Sources of Materials	X	
9.7	Independent Assurance Testing (IAT), Local Agency Procedures ☐ CDOT Procedures ☒ • Generate IAT schedule • Schedule and provide notification • Conduct IAT	 X X	X

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY LA	CDOT
9.8	Approve mix designs • Concrete • Hot mix asphalt	X X	# #
9.9	Check Final Materials Documentation	X	#
9.10	Complete and Distribute Final Materials Documentation	X	#
CONSTRUCTION CIVIL RIGHTS AND LABOR COMPLIANCE			
10.1	Fulfill Project Bulletin Board and Pre-Construction Packet Requirements	X	
10.2	Process CDOT Form 205 - Sublet Permit Application Review and sign completed CDOT Form 205 for each subcontractor, and submit to EEO/Civil Rights Specialist	X	#
10.3	Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280	X	
10.4	Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the "Commercially Useful Function" Requirements	X	
10.5	Conduct Interviews When Project Utilizes On-the-Job Trainees. • Complete CDOT Form 1337 – Contractor Commitment to Meet OJT Requirements. • Complete CDOT Form 838 – OJT Trainee / Apprentice Record. • Complete CDOT Form 200 - OJT Training Questionnaire	X	
10.6	Check Certified Payrolls (Contact the Region EEO/Civil Rights Specialists for training requirements.)	X	#
10.7	Submit FHWA Form 1391 - Highway Construction Contractor's Annual EEO Report	X	
FINALS			
11.1	Conduct Final Project Inspection. Complete and submit CDOT Form 1212 - Final Acceptance Report (Resident Engineer with mandatory Local Agency participation.)		**X**
11.2	Write Final Project Acceptance Letter	X	
11.3	Advertise for Final Settlement	X	
11.4	Prepare and Distribute Final As-Constructed Plans	X	
11.5	Prepare EEO Certification and Collect EEO Forms	X	
11.6	Check Final Quantities, Plans, and Pay Estimate; Check Project Documentation; and submit Final Certifications	X	#
11.7	Check Material Documentation and Accept Final Material Certification (See Chapter 9)	X	
11.8	Obtain CDOT Form 1419 from the Contractor and Submit to the CDOT Project Manager	X	
11.9	(FHWA Form 47 discontinued)		NA
11.10	Complete and Submit CDOT Form 1212 – Final Acceptance Report (by CDOT)		**X**
11.11	Process Final Payment	X	#
11.12	Complete and Submit CDOT Form 950 - Project Closure		**X**
11.13	Retain Project Records for Six Years from Date of Project Closure	X	
11.14	Retain Final Version of Local Agency Contract Administration Checklist	X	

cc: CDOT Resident Engineer/Project Manager
CDOT Region Program Engineer
CDOT Region EEO/Civil Rights Specialist
CDOT Region Materials Engineer
CDOT Contracts and Market Analysis Branch
Local Agency Project Manager

EXHIBIT F

CERTIFICATION FOR FEDERAL-AID CONTRACTS

The Local Agency certifies, by signing this Agreement, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, Agreement, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of Congress, or an employee of a Member of Congress in connection with this Federal contract, Agreement, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.

EXHIBIT G
DISADVANTAGED BUSINESS ENTERPRISE

SECTION 1. Policy.

It is the policy of the Colorado Department of Transportation (CDOT) that disadvantaged business enterprises shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement, pursuant to 49 CFR Part 26. Consequently, the 49 CFR Part IE DBE requirements the Colorado Department of Transportation DBE Program (or a Local Agency DBE Program approved in advance by the State) apply to this agreement.

SECTION 2. DBE Obligation.

The recipient or its the Local Agency agrees to ensure that disadvantaged business enterprises as determined by the Office of Certification at the Colorado Department of Regulatory Agencies have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all participants or contractors shall take all necessary and reasonable steps in accordance with the CDOT DBE program (or a Local Agency DBE Program approved in advance by the State) to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of CDOT assisted contracts.

SECTION 3 DBE Program.

The Local Agency (sub-recipient) shall be responsible for obtaining the Disadvantaged Business Enterprise Program of the Colorado Department of Transportation, 1988, as amended, and shall comply with the applicable provisions of the program. (If applicable).

A copy of the DBE Program is available from and will be mailed to the Local Agency upon request: Business

Programs Office

Colorado Department of Transportation 2829 West Howard Place

Denver, Colorado 80204

Phone: (303) 757-9007

REVISED 1/22/98 REQUIRED BY 49 CFR PART 26

EXHIBIT H

LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES

Title 23 Code of Federal Regulations (CFR) 172 applies to a federally funded Local Agency project agreement administered by CDOT that involves professional consultant services. 23 CFR 172.1 states "The policies and procedures involve federally funded contracts for engineering and design related services for projects subject to the provisions of 23 U.S.C. 112(a) and are issued to ensure that a qualified consultant is obtained through an equitable selection process, that prescribed work is properly accomplished in a timely manner, and at fair and reasonable cost" and according to 23 CFR 172.5 "Price shall not be used as a factor in the analysis and selection phase." Therefore, local agencies must comply with these CFR requirements when obtaining professional consultant services under a federally funded consultant contract administered by CDOT.

CDOT has formulated its procedures in Procedural Directive (P.D.) 400.1 and the related operations guidebook titled "Obtaining Professional Consultant Services". This directive and guidebook incorporate requirements from both Federal and State regulations, i.e., 23 CFR 172 and CRS §24-30-1401 et seq. Copies of the directive and the guidebook may be obtained upon request from CDOT's Agreements and Consultant Management Unit. [Local agencies should have their own written procedures on file for each method of procurement that addresses the items in 23 CFR 172].

Because the procedures and laws described in the Procedural Directive and the guidebook are quite lengthy, the subsequent steps serve as a short-hand guide to CDOT procedures that a Local Agency must follow in obtaining professional consultant services. This guidance follows the format of 23 CFR 172. The steps are:

1. The contracting Local Agency shall document the need for obtaining professional services.

2. Prior to solicitation for consultant services, the contracting Local Agency shall develop a detailed scope of work and a list of evaluation factors and their relative importance. The evaluation factors are those identified in C.R.S. 24-30-1403. Also, a detailed cost estimate should be prepared for use during negotiations.

3. The contracting agency must advertise for contracts in conformity with the requirements of C.R.S. 24-30-1405. The public notice period, when such notice is required, is a minimum of 15 days prior to the selection of the three most qualified firms and the advertising should be done in one or more daily newspapers of general circulation.

4. The Local Agency shall not advertise any federal aid contract without prior review by the CDOT Regional Civil Rights Office (RCRO) to determine whether the contract shall be subject to a DBE contract goal. If the RCRO determines a goal is necessary, then the Local Agency shall include the goal and the applicable provisions within the advertisement. The Local Agency shall not award a contract to any Contractor or Consultant without the confirmation by the CDOT Civil Rights and Business Resource Center that the Contractor or Consultant has demonstrated good faith efforts. The Local Agency shall work with the CDOT RCRO to ensure compliance with the established terms during the performance of the contract.

5. The Local Agency shall require that all contractors pay subcontractors for satisfactory performance of work no later than 30 days after the receipt of payment for that work from the contractor. For construction projects, this time period shall be reduced to seven days in accordance with Colorado Revised Statute 24-91-103(2). If the Local Agency withholds retainage from contractors and/or allows contractors to withhold retainage from subcontractors, such retainage provisions must comply with 49 CFR 26.29.

6. Payments to all Subconsultants shall be made within thirty days of receipt of payment from [the Local Agency] or no later than ninety days from the date of the submission of a complete invoice from the Subconsultant, whichever occurs first. If the Consultant has good cause to dispute an amount invoiced by a Subconsultant, the Consultant shall notify [the Local Agency] no later than the required date for payment. Such notification shall include the amount disputed and justification for the withholding. The Consultant shall maintain records of payment that show amounts paid to all Subconsultants. Good cause does not include the Consultant's failure to submit an invoice to the Local Agency or to deposit payments made.

7. The analysis and selection of the consultants shall be done in accordance with CRS §24-30-1403. This section of the regulation identifies the criteria to be used in the evaluation of CDOT pre-qualified prime consultants and their team. It also shows which criteria are used to short-list and to make a final selection.

The short-list is based on the following evaluation factors:

a. Qualifications,

b. Approach to the Work,

c. Ability to furnish professionalservices.

d. Anticipated design concepts, and

e. Alternative methods of approach for furnishing the professional services. Evaluation factors for final selection are the consultant's:

a. Abilities of their personnel,

b. Past performance,

c. Willingness to meet the time and budgetrequirement,

d. Location,

e. Current and projected work load,

f. Volume of previously awarded contracts, and

g. Involvement of minority consultants.

8. Once a consultant is selected, the Local Agency enters into negotiations with the consultant to obtain a fair and reasonable price for the anticipated work. Pre-negotiation audits are prepared for contracts expected to be greater than $50,000. Federal reimbursements for costs are limited to those costs allowable under the cost principles of 48 CFR 31. Fixed fees (profit) are determined with consideration given to size, complexity, duration, and degree of risk involved in the work. Profit is in the range of six to 15 percent of the total direct and indirect costs.

9. A qualified Local Agency employee shall be responsible and in charge of the Work to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of the contract. At the end of Work, the Local Agency prepares a performance evaluation (a CDOT form is available) on the consultant.

CRS §§24-30-1401 THROUGH 24-30-1408, 23 CFR PART 172, AND P.D. 400.1, PROVIDE ADDITIONAL DETAILS FOR COMPLYING WITH THE PRECEEDING EIGHT (8) STEPS.

EXHIBIT I
FEDERAL-AID CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Government wide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design- build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension/debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60- 1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the- job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

a. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

b. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

c. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. **Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non- minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non- minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of- way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt.
Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis- Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements.

It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5(a)(3)
(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices.

Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S.DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal- aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and
7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENTPREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by thecontract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal- aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available toall persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation;or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROLACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below.

The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph(a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT J

ADDITIONAL FEDERAL REQUIREMENTS

Federal laws and regulations that may be applicable to the Work include:

Executive Order 11246

Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of $10,000 by the Local Agencys and their contractors or the Local Agencys).

Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and sub-Agreements for construction or repair).

Davis-Bacon Act

The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of $2,000 awarded by the Local Agencys and the Local Agencys when required by Federal Agreement program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).

Contract Work Hours and Safety Standards Act

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by the Local Agency's in excess of $2,000, and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers).

Clear Air Act

Standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and sub-Agreements of amounts in excess of $100,000).

Energy Policy and Conservation Act

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

OMB Circulars

Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.

Hatch Act

The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

Nondiscrimination

The Local Agency shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color national origin, sex, age or disability. Prior to the receipt of any Federal financial assistance from CDOT, the Local Agency shall execute the attached Standard DOT Title VI assurance. As appropriate, the Local Agency shall include Appendix A, B, or C to the Standard DOT Title VI assurance in any contract utilizing federal funds, land or other aid. The Local Agency shall also include the following in all contract advertisements:

> *The [Local Agency], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (79 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, DBEs will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for any award.*

ADA

In any contract utilizing federal funds, land, or other federal aid, the Local Agency shall require the federal-aid recipient or contractor to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.

Uniform Relocation Assistance and Real Property Acquisition Policies Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91-646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of the Agreement).

Drug-Free Workplace Act

The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.).

Age Discrimination Act of 1975

The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et. seq. and its implementing regulation, 45 C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.

23 C.F.R. Part 172

23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".

23 C.F.R Part 633

23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".

23 C.F.R. Part 635

23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973. The requirements for which are shown in the Nondiscrimination Provisions, which are attached hereto and made a part hereof.

Nondiscrimination Provisions:

In compliance with Title VI of the Civil Rights Act of 1964 and with Section 162(a) of the Federal Aid Highway Act of 1973, the Contractor, for itself, its assignees and successors in interest, agree as follows:

i. Compliance with Regulations

The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

ii. Nondiscrimination

The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix C of the Regulations.

iii. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, mental or physical handicap or national origin.

iv. Information and Reports

The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forth what efforts have been made to obtain the information.

v. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: **a.** Withholding of payments to the Contractor under the contract until the Contractor complies, and/or **b.** Cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provisions §22

The Contractor will include the provisions of this Exhibit J in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.

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SAMPLE

The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination

Assurances for Local Agencies

DOT Order No. 1050.2A

The [Local Agency] (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Colorado Department of Transportation and the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and Federal Aviation Administration (FAA), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

> *"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, "for which the Recipient receives Federal financial assistance from DOT, including the FHWA, FTA, or FAA.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non- discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FHWA, FTA, and FAA assisted programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all FHWA, FTA and FAA programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
3. "The [Local Agency] in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity

4. to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
5. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

6. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

7. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

8. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

9. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

10. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.

11. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

12. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the [Local Agency] also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA, FTA, and FAA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by CDOT, FHWA, FTA, or FAA. You must keep records, reports, and submit the material for review

upon request to CDOT, FHWA, FTA, or FAA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

[Local Agency] gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FHWA, FTA, and FAA. This ASSURANCE is binding on [Local Agency], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FHWA, FTA, and FAA funded programs. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

_____

(***Name of Recipient***)

by_____

(***Signature of Authorized Official***)

DATED_____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, FHWA, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the [Local Agency], CDOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the [Local Agency], CDOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the [Local Agency] will impose such contract sanctions as it, CDOT or FHWA may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the [Local Agency], CDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the [Local Agency] will accept title to the lands and maintain the project constructed thereon in accordance with (***Name of Appropriate Legislative Authority***), the Regulations for the Administration of (***Name of Appropriate Program***), and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the [Local Agency] all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto [Local Agency] and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the [Local Agency] its successors and assigns.

The [Local Agency], in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the [Local Agency] will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the [Local Agency] pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the [Local Agency] will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the [Local Agency] and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by [Local Agency] pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non- discrimination covenants, [Local Agency] will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will there upon revert to and vest in and become the absolute property of [Local Agency] of Transportation and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT K
FFATA SUPPLEMENTAL FEDERAL PROVISIONS

State of Colorado
Supplemental Provisions for
Federally Funded Contracts, Grants, and Purchase Orders
Subject to
The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended
Revised as of 3-20-13

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. **Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

1.1. **"Award"** means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:

1.1.1. Grants;
1.1.2. Contracts;
1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
1.1.4. Loans;
1.1.5. Loan Guarantees;
1.1.6. Subsidies;
1.1.7. Insurance;
1.1.8. Food commodities;
1.1.9. Direct appropriations;
1.1.10. Assessed and voluntary contributions; and
1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award ***does not*** include:

1.1.12. Technical assistance, which provides services in lieu of money;
1.1.13. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
1.1.14. Any award classified for security purposes; or
1.1.15. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

1.2. **"Contract"** means the contract to which these Supplemental Provisions are attached and includes all Award types in **§1.1.1** through **1.1.11** above.

1.3. **"Contractor"** means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

1.4. **"Data Universal Numbering System (DUNS) Number"** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: http://fedgov.dnb.com/webform.

1.5. **"Entity"** means all of the following as defined at 2 CFR part 25, subpart C;

1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
1.5.2. A foreign public entity;
1.5.3. A domestic or foreign non-profit organization;

1.5.4. A domestic or foreign for-profit organization; and

1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.

1.6. **"Executive"** means an officer, managing partner or any other employee in a management position.

1.7. **"Federal Award Identification Number (FAIN)"** means an Award number assigned by a Federal agency to a Prime Recipient.

1.8. **"FFATA"** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109- 282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the "Transparency Act."

1.9. **"Prime Recipient"** means a Colorado State agency or institution of higher education that receives an Award.

1.10. **"Subaward"** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient's support in the performance of all or any portion of the substantive project or program for which the Award was granted.

1.11. **"Subrecipient"** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term "Subrecipient" includes and may be referred to as Subgrantee.

1.12. **"Subrecipient Parent DUNS Number"** means the subrecipient parent organization's 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.

1.13. **"Supplemental Provisions"** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.

1.14. **"System for Award Management (SAM)"** means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov.

1.15. **"Total Compensation"** means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year and includes the following:

1.15.1. Salary and bonus;

1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

1.15.4. Change in present value of defined benefit and actuarial pension plans;

1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;

1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

1.16. "**Transparency Act**" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.

1.17 "Vendor" means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. **Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. **System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**

   3.1. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

   3.2. DUNS. Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

4. **Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

   4.1. The total Federal funding authorized to date under the Award is $25,000 or more; and

   4.2. In the preceding fiscal year, Contractor received:

      4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

      4.2.2. $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

   4.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

5. **Reporting.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in **§2** above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at http://www.colorado.gov/dpa/dfp/sco/FFATA.htm.

6. **Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is $25,000 or more. If the initial Award is below $25,000 but subsequent Award modifications result in a total Award of $25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $25,000. If the initial Award is $25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $25,000, the Award shall continue to be subject to the reporting requirements.

7. **Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.

7.1 To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM ***for each*** Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

7.1.1 Subrecipient DUNS Number;

7.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;

7.1.3 Subrecipient Parent DUNS Number;

7.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

7.1.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

7.1.6 Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

7.2 To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

7.2.1 Subrecipient's DUNS Number as registered in **SAM**.

7.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. Exemptions.

8.1. These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

8.2 A Contractor with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

8.3 Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.

8.4 There are no Transparency Act reporting requirements for Vendors.

Event of Default. Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

EXHIBIT L

SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT

CDOT SUBRECIPIENT RISK ASSESSMENT	Date:	
Name of Entity (Subrecipient):		
Name of Project / Program:		
Estimated Award Period:		
Entity Executive Director or VP:		
Entity Chief Financial Officer:		
Entity Representative for this Self Assessment:		

	Instructions: (See "Instructions" tab for more information) *1. Check only one box for each question. All questions are required to be answered.* *2. Utilize the "Comment" section below the last question for additional responses.* *3. When complete, check the box at the bottom of the form to authorize.*	Yes	No	N/A
EXPERIENCE ASSESSMENT		**Yes**	**No**	**N/A**
1	Is your entity new to operating or managing federal funds (has not done so within the past three years)?	☐	☐	
2	Is this funding program new for your entity (managed for less than three years)? *Examples of funding programs include CMAQ, TAP, STP-M, etc.*	☐	☐	
3	Does your staff assigned to the program have at least three full years of experience with this federal program?	☐	☐	
MONITORING/AUDIT ASSESSMENT		**Yes**	**No**	**N/A**
4	Has your entity had an on-site project or grant review from an external entity *(e.g., CDOT, FHWA)* within the last three years?	☐	☐	☐
5	a) Were there non-compliance issues in this prior review?	☐	☐	☐
	b) What were the number and extent of issues in prior review?	☐ *1 to 2*	☐ *> 3*	☐
OPERATION ASSESSMENT		**Yes**	**No**	**N/A**
6	Does your entity have a time and effort reporting system in place to account for 100% of all employees' time, that can provide a breakdown of the actual time spent on each funded project? *If No, in the comment section please explain how you intend to document 100% of hours worked by employees and breakdown of time spent on each funding project.*	☐	☐	
FINANCIAL ASSESSMENT		**Yes**	**No**	**N/A**
7	a) Does your entity have an indirect cost rate that is approved and current?	☐	☐	
	b) If Yes, who approved the rate, and what date was it approved?			
8	Is this grant/award 10% or more of your entity's overall funding?	☐ *>10%*	☐ *<10%*	
9	Has your entity returned lapsed* funds? **Funds "lapse" when they are no longer available for obligation.*	☐	☐	☐
10	Has your entity had difficulty meeting local match requirements in the last three years?	☐	☐	☐
11	What is the total federal funding your entity has been awarded for the last federal fiscal year, and what is your entity's fiscal year end?			

INTERNAL CONTROLS ASSESSMENT		Yes	No	N/A
12	Has your entity had any significant changes in key personnel or accounting system(s) in the last year? *(e.g., Controller, Exec Director, Program Mgr, Accounting Mgr, etc.) If Yes, in the comment section, please identify the accounting system(s), and / or list personnel positions and identify any that are vacant.*	☐	☐	☐
13	Does your entity have financial procedures and controls in place to accommodate a federal-aid project?	☐	☐	
14	Does your accounting system identify the receipts and expenditures of program funds separately for each award?	☐	☐	
15	Will your accounting system provide for the recording of expenditures for each award by the budget cost categories shown in the approved budget?	☐	☐	
16	Does your agency have a review process for all expenditures that will ensure that all costs are reasonable, allowable and allocated correctly to each funding source? *If Yes, in the comment section, please explain your current process for reviewing costs.*	☐	☐	☐
17	How many total FTE perform accounting functions within your organization?	☐ ≥6	☐ 2 to 5	☐ < 2
IMPACT ASSESSMENT		**Yes**	**No**	**N/A**
18	For this upcoming federal award or in the immediate future, does your entity have any potential conflicts of interest* in accordance with applicable Federal awarding agency policy? *If Yes, please disclose these conflicts in writing, along with supporting information, and submit with this form. (*Any practices, activities or relationships that reasonably appear to be in conflict with the full performance of the Subrecipient's obligations to the State.)*	☐	☐	
19	For this award, has your entity disclosed to CDOT, in writing, violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award? *Response options:* ***YES** = Check if have one or more violation(s) and have either disclosed previously to CDOT or as part of this form. In the comment section, list all violations with names of supporting documentation and submit with this form.* ***NO** = Check if have one or more violation(s) and have not disclosed previously or will not disclose as part of this form. Explain in the comment section.* ***N/A** = Check if have no violations.*	☐	☐	☐
PROGRAM MANAGEMENT ASSESSMENT		**Yes**	**No**	**N/A**
20	Does your entity have a written process/procedure or certification statement approved by your governing board ensuring critical project personnel are capable of effectively managing Federal-aid projects? *If Yes, please submit with this form.*	☐	☐	☐
21	Does your entity have written procurement policies or certification statement for consultant selection approved by your governing board in compliance with 23 CFR 172*? *If Yes, please submit with this form. (*The Brooks Act requires agencies to promote open competition by advertising, ranking, selecting, and negotiating contracts based on demonstrated competence and qualifications, at a fair and reasonable price.)*	☐	☐	☐
22	a) Is your staff familiar with the relevant CDOT manuals and federal program requirements?	☐	☐	☐
	b) Does your entity have a written policy or a certification statement approved by your governing board assuring federal-aid projects will receive adequate inspections? *If Yes, please submit with this form.*	☐	☐	☐
	c) Does your entity have a written process or a certification statement approved by your governing board assuring a contractor's work will be completed in conformance with approved plans and specifications? *If Yes, please submit with this form.*	☐	☐	☐

	d) Does your entity have a written policy or certification statement approved by your governing board assuring that materials installed on the projects are sampled and tested per approved processes. *If Yes, please submit with this form.*	☐	☐	☐
	e) Does your entity have a written policy or certification statement approved by your governing board assuring that only US manufactured steel will be incorporated into the project *(Buy America requirements)? If Yes, please submit with this form.*	☐	☐	☐

Comments *- As needed, include the question number and provide comments related to the above questions. Insert additional rows as needed.*

☐ ***By checking this box, the Executive Director, VP or Chief Financial Officer of this entity certifies that all information provided on this form is true and correct.***

Tool Version: v2.0 (081816)

EXHIBIT M - OMB Uniform Guidance for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"), Federal Register, Vol. 78, No. 248, 78590

The agreement to which these Uniform Guidance Supplemental Provisions are attached has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the agreement or any attachments or exhibits incorporated into and made a part of the agreement, the provisions of these Uniform Guidance Supplemental Provisions shall control. In the event of a conflict between the provisions of these Supplemental Provisions and the FFATA Supplemental Provisions, the FFATA Supplemental Provisions shall control.

9. Definitions. For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

9.1. **"Award"** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise. 2 CFR §200.38

9.2. **"Federal Award"** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

9.3. **"Federal Awarding Agency"** means a Federal agency providing a Federal Award to a Recipient. 2 CFR §200.37

9.4. **"FFATA"** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

9.5. **"Grant" or "Grant Agreement"** means an agreement setting forth the terms and conditions of an Award. The term does not include an agreement that provides only direct Federal cash assistance to an individual, a subsidy, a loan, a loan guarantee, insurance, or acquires property or services for the direct benefit of use of the Federal Awarding Agency or Recipient. 2 CFR §200.51.

9.6. **"OMB"** means the Executive Office of the President, Office of Management and Budget.

9.7. **"Recipient"** means a Colorado State department, agency or institution of higher education that receives a Federal Award from a Federal Awarding Agency to carry out an activity under a Federal program. The term does not include Subrecipients. 2 CFR §200.86

9.8. **"State"** means the State of Colorado, acting by and through its departments, agencies and institutions of higher education.

9.9. **"Subrecipient"** means a non-Federal entity receiving an Award from a Recipient to carry out part of a Federal program. The term does not include an individual who is a beneficiary of such program.

9.10. **"Uniform Guidance"** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

9.11. **"Uniform Guidance Supplemental Provisions"** means these Supplemental Provisions for Federal Awards subject to the OMB Uniform Guidance, as may be revised pursuant to ongoing guidance from relevant Federal agencies or the Colorado State Controller.

10. Compliance. Subrecipient shall comply with all applicable provisions of the Uniform Guidance, including but not limited to these Uniform Guidance Supplemental Provisions. Any revisions to such provisions

automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

11. Procurement Standards.

3.1 Procurement Procedures. Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.

3.2 Procurement of Recovered Materials. If Subrecipient is a State Agency or an agency of a political subdivision of a state, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

4. Access to Records. Subrecipient shall permit Recipient and auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass-through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).

5. Single Audit Requirements. If Subrecipient expends $750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.

5.1 Election. Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

5.2 Exemption. If Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

5.3 Subrecipient Compliance Responsibility. Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.

6. Contract Provisions for Subrecipient Contracts. Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant Agreement.

6.1 **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants foremployment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided bylaw.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4.2 **Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-

3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

4.3 Rights to Inventions Made Under a Contract or Agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

4.4 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

4.5 Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

4.6 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

7. Certifications. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

1. 8.Event of Default. Failure to comply with these Uniform Guidance Supplemental Provisions shall constitute an event of default under the Grant Agreement (2 CFR §200.339) and the State may terminate the Grant upon 30

days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

9. **Effective Date.** The effective date of the Uniform Guidance is December 26, 2013. 2 CFR §200.110. The procurement standards set forth in Uniform Guidance §§200.317-200.326 are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in Uniform Guidance Subpart F-Audit Requirements are applicable to audits of fiscal years beginning on or after December 26, 2014.

10. **Performance Measurement**

The Uniform Guidance requires completion of OMB-approved standard information collection forms (the PPR). The form focuses on outcomes, as related to the Federal Award Performance Goals that awarding Federal agencies are required to detail in the Awards.

Section 200.301 provides guidance to Federal agencies to measure performance in a way that will help the Federal awarding agency and other non-Federal entities to improve program outcomes.

The Federal awarding agency is required to provide recipients with clear performance goals, indicators, and milestones (200.210). Also, must require the recipient to relate financial data to performance accomplishments of the Federal award.