



**PARKS ADVISORY BOARD**

**REGULAR MEETING**

**December 16, 2021  
8:30 a.m.  
Town Hall, Room 202**

**In Person Meeting – Board, Staff and Public**

**AGENDA**

1. Public Comment
  2. Trustee Liaison Updates *Trustee Cenac*
  3. Approval of Minutes dated November 18, 2021
  4. Town Board Study Session Arts in Public Places and Arts Master Plan *Chair Elliot*
  5. Arts in Public Places Annual Review *Chair Elliot*
  6. Arts in Public Places Application *Member Wilcocks*
    - a. Estes Park Women's Monument
  7. Thumb Open Space Draft Management Plan *Supervisor Berg*
  8. Chair & Vice Chair Election & Membership Review
  9. Other Business
- Adjourn

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## RECORD OF PROCEEDINGS

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*Town of Estes Park, Larimer County, Colorado, November 18, 2021*

Minutes of a Regular meeting of the **PARKS ADVISORY BOARD** of the Town of Estes Park, Larimer County, Colorado. Meeting held in the Municipal Building in said Town of Estes Park on the 18<sup>th</sup> day of October, 2021.

Board: Chair Elliot, Vice Chair Poggenpohl, Members Berry, Nelson-Hazelton, Papineau, and Wilcocks

Attending: Chair Elliot, Vice Chair Poggenpohl, Members Berry, Nelson-Hazelton, Papineau, Trustee Cenac, Manager McEachern, Administrative Assistant McDonald and Recording Secretary Disney

Absent: Member Wilcocks

Chair Elliot called the meeting to order at 8:33 a.m. and Leilani McDonald, the new Public Works Administrative Assistant was introduced to the Board.

### **PUBLIC COMMENT.**

None.

### **TRUSTEE LIAISON UPDATES.**

Trustee Cenac commented on the November 23, 2021 Town Board Study Session meeting regarding Arts in Public Places (AIPP) and stated increased knowledge of the Parks Advisory Board's perspective on AIPP would be effective.

### **APPROVAL OF MINUTES DATED OCTOBER 21, 2021.**

It was **moved and seconded** (Nelson-Hazelton/Poggenpohl) **to approve the October 21, 2021 meeting minutes**, and it passed unanimously.

### **TOWN BOARD STUDY SESSION ARTS IN PUBLIC PLACES AND ARTS MASTER PLAN.**

Chair Elliot stated the Town Board has requested Parks Advisory Board attend a Town Board Study Session in January or February 2022 to discuss the AIPP and requested Board members be present, both Vice Chair Poggenpohl and Member Nelson-Hazelton would attend as representatives of the Board and stated their preference for January 11, 2022.

### **ARTS IN PUBLIC PLACES ANNUAL REVIEW.**

Chair Elliot presented the annual review of the AIPP and requested Board members review the guidelines and provide input. Vice-Chair Poggenpohl requested Supervisor Berg provide a synopsis of 2021 projects already completed. Additionally, staff requested the Board review Section D: Regular Maintenance of the Maintenance Guidelines for Works of Art in regards to the Parks division responsibilities.

### **WOMAN'S HERITAGE PLAZA PROPOSAL.**

Chair Elliot presented the request which was submitted to the Town for a formal name change of the Children's Park to the Women's Heritage Plaza. Continued updates would be provided by Member Wilcocks. The Board discussed inclusion of a list of women whom resided in Estes Park during the 100-year mark.

### **THUMB OPEN SPACE AND STAKEHOLDERS MEETING.**

Vice-Chair Poggenpohl provided updates on the Thumb Open Space and Stakeholders meeting. He highlighted work on the drafted management plan which would be reviewed by the community prior to presentation to the Town Board at a future study session. Chair Elliot confirmed the drafted plan would be reviewed by the PAB prior to the Town Board presentation.

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**OTHER BUSINESS.**

Elections for the Chair position would be held in December 2021, and Chair Elliot requested the Board review their interest in being elected Chair. It was confirmed the terms of members Wilcocks and Papineau would expire December 31, 2021.

Member Papineau stated Visit Estes Park would no longer publish a visitation guide, and this would be done by Vacationland, a private company. It was determined Member Nelson-Hazelton would work in cooperation with Vacationland for updates of outdated information. Additionally, Member Papineau stated the Visitor Center Ambassadors donated funds to the Big Thompson River Recreational and Picnic area.

There being no further business, Chair Elliot adjourned the meeting at 9:03 a.m.

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Kimberly Disney, Recording Secretary

DRAFT

ART IN PUBLIC PLACES  
GUIDELINES

TOWN OF ESTES PARK, COLORADO

Revised on August 29, 2019

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## **ACKNOWLEDGMENTS**

The Estes Park Parks Advisory Board would like thank the following, and acknowledge their valuable input to development of these guidelines.

City of Loveland, Colorado, Visual Arts Commission

City of Fort Collins, Art In Public Places Program

Town of Vail, Art In Public Places Strategic Plan

Greeley Art Commission and City of Greeley, Colorado, Art Master Plan

City of Grand Junction, Colorado, Art In Public Places Program

Executive Director of the Estes Park Museum

Executive Director of the Cultural Arts Council of Estes Park



## INTRODUCTION

These Guidelines for an *Art In Public Places* (AIPP) program of the Town of Estes Park (Town), were developed by the Estes Park Parks Advisory Board (PAB) at the request of the Town Board. They describe the process and criteria to be used when evaluating potential public works of art and projects. The guidelines also detail the administration of the *Art In Public Places* program.

Following is a definition of public art as it applies to the Estes Park program.

In its broadest sense, public art is any original creation of visual art that is:

- Acquired with public monies,
- Acquired with a combination of public/private funding,
- Acquired by donation or on loan to the Town's Art In Public Places program or
- Privately sponsored artwork that is located on publically owned land, easements, or on publicly owned equipment.

Examples of public art include, but are not limited to:

- Sculpture of any form and in any material or combination of materials to include statues, monuments, fountains, arches, or other structures intended for ornamentation or commemoration;
- Paintings of all media, including both portable and permanently affixed works such as frescoes and murals;
- Crafts and folk art works in clay, fiber, textiles, glass, wood, metal, mosaics, plastics and other materials;
- Kinetic and/or interactive sculptures;
- Site-integrated artwork created by landscape designers and artists which may include landscapes and earth-works, integration of natural and human-made materials, and other functional art pieces. Examples of site-integrated works may include building features, paving materials, gates, and street furniture.
- Painted or wrapped utility equipment boxes (e.g. transformers, switches)

The AIPP program enriches our community through public exposure to the arts. The program is achieved through a collaboration of Estes Park residents, businesses,

organizations, art community, and Estes Park K-12 school programs to develop a diverse art collection that creates a sense of place, provides a unique town identity, offers educational opportunities and serves as an economic driver.

The AIPP program weaves public art into the everyday experience of our community and creates lasting impressions on those who experience it. It enhances our public spaces, compliments our award winning seasonal floral displays, and makes Estes Park a visitor destination, not only for its natural beauty, but also for its vibrant arts scene.

## TOWN ORDINANCE

Town Ordinance No. 08-15 establishes the *Art In Public Places* program under the auspices of the Parks Advisory Board of the Town of Estes Park.

## DEFINITIONS

- A. **Art In Public Places** means any visual work of art displayed for two weeks or more in an open town-owned area, on the exterior of any Town-owned facility, inside any Town-owned facility in areas designated as public areas, or on non-Town property if the work of art is installed or financed, either wholly or in part, with Town funds or grants procured by the Town.
- B. **Curatorial Support Services Provider** means the individual, entity or organization if selected by the PAB to provide recommendations for installation and maintenance of the various types of art in the collection.
- C. **Documentation** includes, but is not limited to, periodic condition reports, records of actual maintenance performed and an assessment of those efforts, photographs, artist's maintenance recommendations, methods and materials, information, potential problems with the work of art, finishes information (e.g., painters name; when, where, what, and how the piece was finished), quality of materials used, installation information, warranties and professional and other knowledgeable opinions regarding preservation and maintenance. The documentation may also include the artist's resume, artwork history, where the work has been exhibited, and a personal interview with the artist.
- D. **Guidelines** means this document prepared, and annually reviewed and updated by the Parks Advisory Board.
- E. **Maintenance** will be performed according to a scheduled piece-specific plan to clean, repair, and preserve each work of art in the Town's public collection. A maintenance plan for outdoor works of art placed in landscaped settings may include regular tree/shrub pruning or, when necessary, re-planting to maintain desired sight lines for viewing the

work of art. All maintenance plans will include a means to assess the ongoing effectiveness of preservation.

- F. **Mass Produced** means a work of art that has been reproduced for mass distribution.
- G. **Mural** means any work of visual art painted or applied directly on a wall, ceiling or other large permanent surface. Murals include no picture, symbol or device of any kind that relates to a commercial business, product or service offered on the premises where the mural is located.
- H. **Parks Advisory Board (PAB)** refers to the Board created in Resolution No. 12-14 of the Municipal Code.
- I. **Patron** means a person who gives financial or other support to an organization, cause or activity.
- J. **Preservation** includes placement; installation; security; regularly scheduled maintenance and emergency repairs (with consideration to the natural process of aging).
- K. **Project** means an existing plan or proposal where installation of a work of art may be under consideration.
- L. **Reserve account** means the AIPP reserve account defined by these guidelines. The AIPP reserve account shall not be used for acquiring or funding: 1) reproductions or unlimited editions of original work; 2) objects that are mass produced; 3) architectural rehabilitation or historical preservation; or 4) other works deemed, by the PAB, to be inappropriate for the Town's collection.
- M. **Site** refers to a specific location being considered for or currently displaying a work of art.
- N. **Town Board** refers to the elected officials serving as Trustees of the Town.
- O. **Work of art** means all forms of original creations of visual art, including but not limited to:
  - ✓ Paintings of all media, including both portable and permanently affixed works such as frescoes and murals;
  - ✓ Sculptures of any form and in any material or combination of materials. This includes statues, monuments, fountains, arches, or other structures intended for ornamentation or commemoration;
  - ✓ Crafts and folk art works in clay, fiber, textiles, glass, wood, metal, mosaics, plastics, and other materials;
  - ✓ Kinetic and/or interactive sculptures;
  - ✓ Site-integrated artwork created by landscape designers and artists to include landscapes and earth-works, integration of natural and human made materials, and other functional art pieces. Site-integrated works may include building features, gates, street furniture, and paving materials.

## FUNDS FOR WORKS OF ART

- A. The Town Board may allocate in its annual General Fund Budget, funds for an *Art In Public Places* program. The funds shall be placed in the reserve account for the AIPP program and may be expended as defined in these guidelines under “Reserve Account Established” below.
- B. Patrons may donate a piece of art to the Town of Estes Park for the AIPP program. In accepting a donation, the Town expects that funds for the transport, site preparation and installation of the piece will accompany the donation. The funds shall be placed in the reserve account for the AIPP program and may be expended as defined in these guidelines under “Reserve Account Established” below.
- C. Patrons may donate funds for the acquisition of a piece of art for the AIPP program. In accepting the donation, the Town will allocate a portion of the donation for transport, site preparation and installation of the piece. The fund shall be placed in the reserve account for the AIPP program and may be expended as defined in these guidelines under “Reserve Account Established” below.
- D. An artist may donate a piece of art to the Town for the AIPP program. In accepting the donation, the Town may, at its discretion, accept responsibility for funding the transport, site preparation and installation of the piece.
- E. Patrons may sponsor the decoration of utility boxes as a donation to the Town. These projects will be fully funded by the patron with no funds other than the base fee going to the Town. These projects will meet established guidelines and be subject to approval by the Parks Advisory Board and Town Board before acceptance.

### Reserve Account Established

A reserve account for the *Art In Public Places* program may be established. Funds deposited in the reserve account may only be expended for the acquisition, installation, maintenance and repair of works of art, costs associated with de-accessioning works of art, and expenses of administration of the AIPP program. Funds in the AIPP reserve account may come from the Town’s annual General Fund Budget, grants and donations. All funds set aside or donated for works of art shall be paid into the reserve account. Any excess or unexpended funds in the AIPP reserve account shall carry forward in this account at the end of each fiscal year.

Funds in the AIPP reserve account shall not be used for: 1) purchasing reproductions or unlimited editions of original work; 2) purchasing objects that are mass produced; 3) architectural rehabilitation or historical preservation; or 4) other works deemed inappropriate for the collection.

## **ADMINISTRATION AND CURATORIAL SUPPORT**

### Parks Advisory Board (PAB)

Administration of the AIPP program is the responsibility of the Parks Advisory Board with administrative support from the Public Works Department. The PAB shall consist of members living in the Estes Valley School District as set forth in the PAB bylaws.

The PAB shall establish and amend, with Town Board approval, criteria and guidelines governing the selection, acquisition, purchase, commissioning, placement, installation, and maintenance of public works of art. Selection and placement of works of art shall be in conjunction with representatives of the Town Board and the Town department having responsibility for maintenance of the work of art.

Following placement or installation, maintenance and repair of works of art shall be the responsibility of the Town department having possession of the work(s), with the advice and guidance of the PAB. Any proposed works of art requiring extraordinary operation or maintenance expenses shall require prior approval of the department head responsible for such operation or maintenance.

### Curatorial Support Services Provider

A representative of the curatorial support services provider may serve as an ex-officio and nonvoting member of the PAB. The role of the curatorial support services provider shall be to perform such duties as set forth in these guidelines as they pertain to the Town's *Art In Public Places* program. The curatorial support services provider may be reimbursed for actual expenses incurred for curatorial support.

The Town Clerk shall maintain a detailed record of all art in public places, including but not limited to accession numbers, site drawings, photographs, designs, names of artists, and names of architects whenever feasible.

## **GUIDELINES**

The Parks Advisory Board shall adopt guidelines:

- A. To identify suitable works of art for the Town collection;
- B. To facilitate the preservation of works of art that may be displayed in public places;
- C. To prescribe a method or methods for competitive selection of works of art for display;

- D. To prescribe procedures for the selection, acquisition and display of works of art in public places;
- E. To set forth any other matter appropriate to the administration of the AIPP program;
- F. To recommend approval of patron commissioned art on utility boxes to the Town Board

## **SELECTING WORKS OF ART**

In performing its duties with respect to AIPP program, the PAB will strive to integrate the creative work of artists into public projects to thereby increase our residents' and visitors' experience and improve the economic vitality of the Town through the enhancement of public spaces in general and the pedestrian landscape in particular. In doing so, special attention shall be given to the following:

- A. Conceptual compatibility of the design with the immediate environment of the site;
- B. Appropriateness of the design to the function of the site;
- C. Compatibility of the design and location with a unified design character or historical character of the site;
- D. Creation of an internal sense of order and desirable environment for the general community by the design and location of the work of art;
- E. Preservation and integration of natural features of the site;
- F. Appropriateness of the materials, textures, colors and design to the expression of the design concept;
- G. Representation of a broad variety of tastes within the community and the provision of a balanced inventory of art in public places to insure a variety of style, design and media throughout the community.

Selection of a work of art may be PAB or otherwise initiated. These guidelines apply in both instances. Additional guidelines apply to donations of works of art and they may be found in other sections of this document.

### Direct Purchase

The PAB may purchase existing artwork from an artist/owner in unique circumstances (e.g. when the price presents an economic advantage) or to meet one of the AIPP program goals. The PAB may approach an artist or an artist may approach the PAB.

Artists who have a finished work of art that they wish the PAB to consider for purchase should submit the following to the PAB:

- A. A proposal sheet with the artist's name, title of the artwork, dimensions, medium, date produced, price, location, number of reproductions, restrictions on reproduction, and other information the artist deems pertinent;
- B. A resume and references;
- C. A maquette and/or images or the actual work for review. (Images may be provided electronically or by hard copy and should show all sides, providing the proper scale of the work);
- D. A cover letter explaining why the work should be added to the Town's public art collection;
- E. A conservation assessment describing the artwork's condition, along with a maintenance plan. (The plan should include an explanation of the expected life span of the work while placed in a public environment, specifying the type of environment in which the artwork may be placed. It should also discuss whether the artwork may be prone to vandalism and how the effects of any vandalism may be mitigated; it should be authored by a qualified conservator or the artist.);
- F. The PAB may request additional information.

### Open Competitions

Competitions are open to artists within the geographic limits and other specifications set by the PAB (which vary from competition to competition). The PAB strives to maintain balance between competitions involving local artists only and artists from a larger area. The PAB process for typical competitions is as follows.

- A. The PAB provides a project description, budget, time schedule, and summary of duties and obligations;
- B. The artist shall provide a maquette and site drawing (if appropriate), design, concept statement, recommended installation and maintenance requirements, budget, photographs, resume and references.
- C. Proposals shall be considered by the jury, and a final choice or choices will be presented to the PAB for recommendation to the Town Board. Jury composition varies and is determined by the PAB, but juries typically include representative(s) from the designated site and the PAB. Acceptance of art will be the responsibility of the Town Board.

- D. Entry materials will be returned to the artist only if requested and appropriate packaging, postage and insurance are included with the entry by the artist. The names of selected artists may be obtained from the Chairperson of the PAB or Public Works staff.

The Parks Advisory Board recognizes that works of art often significantly alter public places, becoming a new, major presence in the environment. In recent decades, visual art has rapidly evolved and diversified, creating at times a gap between visual art and its appreciation by the general public. The AIPP program shall endeavor to bridge this gap by broadening community awareness of the issues involved in visual art and its historical context, and encouraging informed debate among all segments of the community.

## **DISPLAY OF ART IN PUBLIC SPACES**

- A. Works of art selected and implemented pursuant to the provisions of this chapter may be
  - 1) placed in, on or about any public place; or 2) by agreement with the owner thereof, placed on any private property with substantial public exposure in and around the town. Works of art owned by the Town may also be 3) loaned for exhibition elsewhere, upon such terms and conditions as deemed necessary by the PAB.
- B. All art in public places shall receive the prior review and approval of the Town Board. None shall be removed, altered or changed without the prior review and approval of the Town Board.
- C. No work of art financed either wholly or in part with Town funds or with grants procured by the Town shall be installed on privately owned property unless the following condition is met.
  - a. A written agreement must be prepared and signed by the Chairperson of the PAB, acting on behalf of the Town, and the owner of the property specifying the proprietary interests in the work of art and specifying other provisions deemed necessary or desirable by the Town attorney. In addition, such written agreement shall specify that the private property owner assures:
    - 1. The installation of the work of art will be done in a manner which will protect the work of art and that takes into consideration public safety;
    - 2. The work of art will be maintained in good condition; and
    - 3. Insurance and indemnification of the Town will be provided as is appropriate.
- D. Installation, maintenance, alteration, refinishing and moving of art in public places shall be done in consultation with the artist whenever feasible.
- E. The Town Clerk shall maintain a detailed record of all art in public places, including accession numbers, site drawings, photographs, designs, names of artist, names of



architects and correspondence between all parties involved in the creation, acquisition, placement, and display of art work whenever feasible.

## **OWNERSHIP OF WORKS OF ART**

All permanent works of art acquired pursuant to these guidelines shall be acquired in the name of, and title shall be held by, the Town of Estes Park.

### Exemptions of Ownership of Works of Art

The following are exempt from the provisions of these guidelines:

- A. All works of art in the collections of, and having been purchased or acquired as a donation by the Estes Valley Public Library and The Estes Park Museum are exempted from these guidelines;
- B. All works of art that are the private, personal property of any Town employee and that are displayed in Town offices or other areas of Town-owned facilities that are not generally frequented by the public.

The Parks Advisory Board recognizes the fact that these exempted organizations acquire artwork donated by patrons or purchased and donated by their supporting/friends organizations. In acquiring new artworks for their collections, we respectfully request the governing boards and staff of the exempted organizations be cognizant of and embrace the spirit of the AIPP Guidelines as they continue adding to their art collections.

## **ACQUISITION OF WORKS OF ART**

Public art may be acquired through commissioning a site-specific work, direct purchase, or donation of a work of art.

A commissioned work of public art typically involves selecting an established artist to develop a piece of artwork for an identified location or use. If site specific, the artwork must conform to the AIPP program developed by the PAB regarding the site's functional context, its architecture, its location, its relationship to the adjacent terrain, and its social context. If a work of art is commissioned for a specific use it must meet the requirements set forth by the PAB.

The PAB is entrusted to develop criteria for commissioned projects and to site other acquired works. The PAB's administrative policies, selection and placement criteria are detailed in these Guidelines.

Periodically the Town of Estes Park or the Parks Advisory Board may be offered donations of works of art. Donations are subject to the same policies and criteria of the AIPP program as any other work of art being considered by the Town. The PAB has the discretion, subject to program policies, to recommend to the Town Board either accepting or rejecting any work of art offered to the Town for public art purposes.

## **TEMPORARY PUBLIC WORKS OF ART**

The PAB may, at its discretion and with approval of the Town Board, designate sites within the Town of Estes Park as locations for the display of temporary works of art otherwise meeting the criteria detailed in these guidelines. Sites will be selected for their visibility and access to both visitors and residents to the town. The display of temporary art has several goals. They are: 1) enriching our community; 2) providing exposure to artists working in a variety of media; and 3) allowing for the exhibition of a wide variety of works of art that may supplement and enhance the permanent Town art collection.

A selected artwork must exemplify commitment to quality and innovation. A temporary art exhibit may be held with the intention of creating a mutually beneficial partnership between the Town of Estes Park and artists working both within and outside of the community.

Selected artists will enter into a standard lease agreement with the Town of Estes Park for each work of art proposed for exhibition. The length of the lease may be for up to one year. A ten-percent (10%) sales commission is collected by the Town for any temporary work of art that is sold during the exhibition and the funds deposited into the AIPP reserve account.

## **ARTIST SELECTION CRITERIA**

When evaluating the possibility of working with a particular artist, the PAB generally considers the following factors.

- A. The artist's presentation.
- B. The ability of the artist to work cooperatively and effectively with stakeholders.
- C. The technical feasibility of a proposed project and the artist's technical ability.
- D. Other factors deemed by the PAB to be important.

## **SITE SELECTION FOR WORKS OF ART**

The PAB is charged with selecting sites for purchased or donated artwork. The PAB generally considers the following criteria in matching an artwork with a display site.

### Display Standards

- A. Conceptual compatibility of the design with the immediate site environment;
- B. Appropriateness of the design to the function of the site;
- C. Compatibility of the design and location with a unified design character or historical character of the site;
- D. Creation of a desirable environment for the general community by the design and location of the work or art;
- E. Preservation and integration of natural features of the site;
- F. Appropriateness of the materials and design to the expression of the artist's concept;
- G. Representation of a broad variety of tastes within the community and the provisions of a balanced inventory of art in public places to ensure a variety of style, design, and media throughout the community;
- H. Visibility and accessibility;
- I. Public safety;
- J. Car and pedestrian traffic patterns, and other Right of Way considerations;
- K. Site conditions/constraints: existing landscaping, site furnishings, water for irrigation, drainage, grading, electrical source for lighting, and other utility considerations such as depth of existing utilities, access to natural gas hook up, etc.;
- L. Environmental impacts such as noise, sound, light and odors;
- M. Impact on operational functions of the Town such as snow removal, mowing operations, etc.;
- N. Compatibility with the site function;
- O. Susceptibility to vandalism;
- P. Costs of site preparation;
- Q. Existing works of art in/near the site area;
- R. Impact on adjacent property owners;
- S. Any other criteria deemed by the PAB to be important.

## Town Department Input

Whether 1) working to select artwork for a designated site, or 2) selecting a site for an already acquired artwork, the PAB strives to get input from relevant Town departments. Relevant departments will typically be either 1) a department receiving artwork in/on its building/grounds, or 2) a department whose general responsibilities will be materially impacted by the placement of a work of art at a particular site (visual sightline obstruction, mowing or snow removal operations, etc.).

The Chairperson of the PAB will contact the director of the relevant department(s) to discuss potential sites and will invite the director to serve on any formal selection committee. The PAB encourages participation by the relevant department director. Selection processes which are determined by the PAB may vary by project. The Chairperson of the PAB will ask the director of the relevant department to provide any concerns he or she has about the sites and/or their impact on department operations before a selection process is concluded/finalized.

## **POST-SELECTION PROCESS**

Once a site has been selected, an installation plan will be developed by the PAB with input from the artist, donor, and contractor when appropriate. Following installation, the designated representative(s) of the PAB and the relevant department director will meet to inspect the site and sign off on the finalized project.

At the time of an acquisition, by donation or purchase, the proposed budget for a work of art should include all costs of installation, which may include (1) plinths or other display components; (2) site development, including landscaping and irrigation system installation or modification; and (3) an identification plaque.

## Contracts

Following final selection of a work of art or artist, a written contract shall be prepared by the Town Attorney. Executed contracts shall be filed with the Town Clerk and a copy placed in the artwork accession file managed by the curatorial support services provider.

## Public Disclosure

Information about regular PAB meeting dates, rooms and times may be obtained by contacting the Town Clerk. Special meetings may be called from time-to-time as needed. Information regarding PAB meetings is posted in Town Hall and meetings, in accordance with Town regulations, are open to the public. Notices about PAB agendas and minutes are provided to the Trail Gazette and Estes Park News newspapers to facilitate public input. Generally, a legal notice, including a photograph of a proposed work of art donation or acquisition is placed in the newspaper to allow citizen comment. Feedback received shall be provided to the PAB prior to the second and final reading at a Town Board meeting regarding the proposed installation. Under special circumstances, the second reading may be waived.

## **DONATING A WORK OF ART**

### Background and Definitions

The Town of Estes Park's collection of public art consisting, in large part, of donations from arts organizations and private parties. Needless to say, donations are an important part of the collection. The AIPP program has limited funds for administration, preservation and maintenance of works of art. Likewise, there are a limited number of suitable municipal sites appropriate for the installation of works of art. To ensure the quality of the collection, the PAB uses these guidelines to decide whether a proposed donation is appropriate for addition to the Town's collection. The PAB accepts only those works that will, in its discretion, further the overall goals of the AIPP program

### Process for Consideration

The PAB requests that individuals or entities interested in donating a work of art follow these steps:

- A. Submit a complete official donation application to the Chairperson of the PAB. This form may be obtained from the Town website or from the Town Clerk.
- B. Provide a maquette and/or images or the actual work for review. Images may be provided electronically or by hard copy and should show all sides and the proper scale of the work.
- C. Include a cover letter explaining that you are offering the work of art to the Town as a gift and explain why the work should be added to the Town's public art collection.

- D. Provide a copy of the artist's resume or biography; information about the artist's significance; and digital images showing a sampling of the artist's work.
- E. Provide information about the artwork's provenance, exhibition history, and a current estimate of value. Include a letter of authenticity from the artist, if possible.
- F. Provide a conservation assessment describing the condition of the work of art, along with a maintenance plan. The plan should include an explanation of the expected life span of the work of art while placed in a public environment, stipulating the type of environment (interior/exterior) in which the work of art may be placed. The plan should also discuss whether the work of art may be prone to vandalism and how the effects of any vandalism may be mitigated; it should be authored by a qualified conservator or the artist.
- G. The PAB may request additional information.
- H. The PAB is unlikely to consider any donation that requires immediate or extensive maintenance.

### Review Considerations

In reviewing a potential donation, the PAB typically considers the information requested above, as well as aesthetic quality (including craftsmanship), compatibility with the Town's existing public art collection, and budget (i.e. maintenance requirements and installation costs). The PAB may also consider other factors contained in its acquisition guidelines.

### Public Disclosure

Information about regular PAB meeting dates, rooms and times may be obtained by contacting the Town Clerk. Special meetings may be called from time-to-time as needed. Information regarding PAB meetings is posted in Town Hall and meetings, in accordance with Town regulations, are open to the public. Notices about PAB agendas and minutes are provided to the Trail Gazette and Estes Park News newspapers to facilitate public input. Generally, a legal notice, including a photograph of a proposed work of art donation or acquisition is placed in the newspaper to allow citizen comment. Feedback received shall be provided to the PAB prior to the second and final reading at a Town Board meeting regarding the proposed installation. Under special circumstances, the second reading may be waived.

### **DE-ACCESSIONING A WORK OF ART**

De-accessioning is a procedure for withdrawing a work of art from the Town of Estes Park's public collection. The PAB is responsible for recommending to the Town Board whether any

piece(s) should be de-accessioned. De-accessioning occurs only for good reason, in the PAB's discretion.

### Basis for De-Accessioning

The PAB may de-accession an artwork for one or more of the following reasons.

- A. The work of art endangers public safety.
- B. The work of art has been determined to be in unsatisfactory condition.
- C. The work of art lacks a suitable display site.
- D. The condition or security of the work of art cannot be reasonably guaranteed where located.
- E. The work of art is attached to a structure slated for destruction, remodeling or repair (so that it is not practical to keep it).
- F. The work of art is or has become incompatible with the rest of the collection.
- G. The Town wishes to replace the work of art with a piece of more significance by the same artist.
- H. The work of art requires excessive maintenance or it has faults of design or workmanship.
- I. The work of art is found to be fraudulent or not authentic.
- J. The Town cannot properly care for or store the work of art.
- K. For any other reason articulated by the PAB, in its discretion.

### Process/Disposition

The PAB will review the works of art in the Town's collection at least once every five years to determine whether any piece(s) should be de-accessioned. In addition, the Town reserves the right to de-accession a work of art at any time deemed appropriate by the PAB.

De-accessioning may only be considered during a monthly or a special meeting of the PAB. A majority of PAB members in a quorum must approve de-accessioning for two consecutive votes. After the first vote, a public announcement of the plan to de-accession must be made to permit public input prior to the second vote. Following the second vote, and upon approval of the Town Board, the work of art shall be officially de-accessioned from the Town collection.

The PAB may consider the following options for disposition of a de-accessioned artwork.

- A. Return to the artist;
- B. Sale or trade;
- C. Destruction (which shall be reserved for works deteriorated or damaged beyond reasonably-priced repair);
- D. Donation; or
- E. Any option deemed appropriate by the PAB.

## **MAINTENANCE GUIDELINES FOR WORKS OF ART**

### Goal

The goal of the AIPP Maintenance Policy is to properly maintain the Town’s collection of publicly owned works of art to ensure Estes Park citizens’ long-term enjoyment of the collection. The AIPP Maintenance guidelines spell out the documentation, preservation, and maintenance processes that will support that goal. The AIPP Maintenance guidelines will be implemented on a piece-specific basis that recognizes the value of each work of art in the collection.

### Process

- A. *Documentation.* Initial documentation will be provided at the time an artist/donor submits a work of art for consideration, prior to a piece being accepted into the Town collection. A standardized form, completed by the artist/donor, will be used for this purpose. The PAB, appropriate Town departments (Public Works Parks Division and/or Light & Power Division), outside contractors, service people and experts may be asked to review this documentation. Documentation will reside in the records of the curatorial support services provider and their representative to the PAB will be responsible for creating, keeping and periodically updating the documentation. The PAB will use the projected cost of maintenance as one consideration in its final determination of acceptance and placement. Although documentation and maintenance recommendations alone will not be used to specifically exclude artwork from the Town collection, the recommendation may play a role in that final determination. The AIPP reserve fund may be used to pay for acquiring critical, missing documentation not obtained at the time of acquisition of a work of art.
- B. *Maintenance documentation.* When a work of art is accepted into the Town collection, minimum, “benchmark” level maintenance and a maintenance schedule will be established for it. The documentation will include a standard for regular maintenance



(e.g. timing, type of maintenance) and identify any maintenance issues that may require special attention. Each medium will require knowledgeable people to develop maintenance criteria. In addition, the maintenance criteria may include future historic and aesthetic considerations for each piece. The maintenance documentation may be reviewed and revised as needed.

- C. *Inspection and Condition Report.* Upon a schedule recommended by the PAB, the curatorial support services provider will initiate and produce an inspection and condition report. Paid professional condition appraisers/conservators and/or knowledgeable volunteers, craftspeople or industry experts may perform the inspection for each piece. The inspection and condition report will become part of the permanent documentation for the specific work of art and will reside with the curatorial support services provider.
- D. *Regular Maintenance.* Town Parks Division staff, paid professionals and/or trained and supervised volunteers will perform regular maintenance of works of art based upon the maintenance schedule and condition report for each specific work of art. Maintenance will be performed upon a recommended schedule developed by the PAB in consultation with the representative of the curatorial support services provider (if available) each year.
- E. *Special Maintenance.* Paid professionals/craftspeople or knowledgeable/trained volunteers will perform maintenance that requires specialized tools, equipment, or knowledge on an “as needed” basis. The representative of the curatorial support services provider, in consultation with the PAB will use the condition report and/or site visits to determine need.
- F. *Emergency Maintenance or Repair.* Paid professionals/craftspeople or knowledgeable/trained volunteers will perform emergency maintenance/repair on an “as needed,” timely basis as determined by the representative of the curatorial support services provider in consultation with the PAB.
- G. *Construction, Remodeling, Painting & Repair.* Whenever construction, remodeling, painting or other maintenance projects undertaken by the Town adversely impact any work of art in the Town collection, the PAB is to be notified in advance of the work commencing. A plan to protect and preserve the works of art likely to be impacted is to be developed, in conjunction with the representative of the curatorial support services provider, and approved by the PAB prior to work commencing.

## Implementation

- A. *Maintenance Plan Implementation.* The Department of Public Works staff, Parks Division staff and the representative of the curatorial support services provider will monitor the AIPP maintenance plan and will report to the PAB annually, or more often if

needed, on the status of art work maintenance. The Department of Public Works staff and the representative of the curatorial support services provider will monitor and report to the PAB on quality control, evaluation and corrective maintenance actions carried out under the approved plan.

- B. *Funding*. Funding for maintenance will be established through a budget developed annually by the Department of Public Works and Parks Division staff and presented to the PAB in November. Funds for maintenance may come from the AIPP reserve account or be a line item in the appropriate Town department's annual operating budget. Maintenance funding of works of art in the permanent Town collection will take precedent over new art purchases.
- C. *Contract Services*. Contracts with paid professionals/craftspeople will follow established Town guidelines and will be handled through the appropriate Town department.
- D. *Quality Control*. The PAB believes in regulating the quality of maintenance to an established standard. Therefore the PAB will work over time to collect and assimilate maintenance data pertinent to the various types of works of art in the Town's collection (e.g. Lacquer vs. waxing, annual vs. biannual maintenance, professional vs. trained volunteer, etc.) The PAB, the representative of the curatorial support services provider, and Public Works Department staff will use this data to develop specific quality standards and devise ways to measure if the standards are met. Once established, the standards will be used to collect relevant data, analyze that data, and create corrective action plans as needed. The Public Works Department staff will identify specific areas of comparison (e.g. using multiple contractors and comparing the results of their work) and documenting specific maintenance challenges and failures (and their solutions).
- E. *Policy Review*. Annually, in November, PAB members, and/or the Director of Public Works will recommend changes to the AIPP Maintenance guidelines to the PAB.
- F. *Attachments*. Samples of forms to be used to implement the AIPP program are to be found in the *Appendix* section of these guidelines and may be modified by the PAB as needed during the annual guidelines review process.

## **PLACEMENT OF WORKS OF ART IN THE PUBLIC RIGHT OF WAY (ROW)**

### Goal

The goal of this policy is to develop a framework for the consideration of works of art that will enhance the community and the travel corridor of the road/utility ROW. The guidelines do not rule out any particular application, as every installation should be weighed in relation to the location, the factors noted below, as well as the other impact values.

Leadership for consideration of all projects and installations rests primarily with the Town of Estes Park PAB. Staff liaison support is provided through the Public Works Department and in cases that impact the ROW, Public Works will guide the process of securing collaborative support from other Town departments as well as from other governmental agencies (i.e. CDOT, Town of Estes Park Light & Power, etc.).

Public Works can and will provide support, professional expertise, and advisement as needed for installations selected by the PAB. Primary contact will be through the Public Works Director and any staff member who will be supporting the project(s). In installations that involve CDOT ROW, Public Works will develop a plan to address the separate contracts, review, and inspection requirements necessary with these projects; this may include cost considerations for project management if the size of the installation is large.

The Town of Estes Park utilizes the Manual on Uniform Traffic Control Devices (MUTCD) when determining uses, signage, visual sightline requirements, and other issues that impact the ROW. The MUTCD is nationally accepted as the primary standard for these requirements.

#### Installations Adjoining the ROW

When considering installations along the ROW the following factors shall be considered by Public Works in making a determination about a particular installation.

- A. ADA requirements.
  - 1. For example: Does the installation impact the egress of handicapped individuals?
- B. Impact on flow of pedestrians, bicycles, or traffic.
  - 1. For example: Does the installation cause undue interruption of the flow of individuals on a sidewalk or cross walk?
- C. Safety Impacts.
- D. Maintenance requirements/modifications that may be created by the installation.

#### Installations within the ROW

When considering installations in the ROW the following factors must be considered and resolved collaboratively with all stakeholders, with Public Works making a final determination about a particular installation.

- A. ADA requirements.
- B. Impact on flow of pedestrians, bicycles, or traffic.
- C. Maintenance requirements that may be created by the installation.
- D. Safety impacts.
  - 1. Does the installation cause undue distraction for drivers, so that vehicles are more likely to cause accidents from slowing or disorientation?
  - 2. Does the installation cause a blockage of sightlines such that safety for drivers, pedestrians, or cyclists is compromised?
    - a) These sightlines will be different in each installation so size may be a factor at certain locations. For example in an installation at a traditional intersection location close to the sightlines at the corners may create a significant hazard; or within roundabout installations that create blind spots for drivers related to pedestrians will create a significant hazard.
    - b) Height of installations is not generally an issue except when a foundation structure is required that may limit visibility for pedestrians in wheelchairs or may cause drivers to “rubber neck” for better viewing.
  - 3. When installations are within the ROW project planners must be sensitive to works of art that may draw pedestrians into the traffic flow for viewing. In roundabout situations this is a critical factor as these traffic devices do not have designated locations for drivers to stop. Roundabout islands are not intended to accommodate pedestrian traffic. A work of art designed for a roundabout, must be designed to be viewed from a distance. It is also recommended that recognition for works of art (artist signatures, plaques describing the work of art, etc.) be placed outside of the roundabouts flow of traffic versus on the island itself.

# APPENDIX

## CONTRACT FOR COMMISSION OF ARTWORK ESTES PARK, COLORADO

This Agreement is entered into this (day, month, year) by and between the Town of Estes Park, Colorado (herein after called “the Town”) and (artist’s full name) (hereinafter called “the Artist”).

### Recitals

In conjunction with (project name), the Town has allocated funding from the Art In Public Places program reserve fund in the amount of \$\_\_\_\_\_ to acquire artwork which will be created and installed in (location). This agreement is for artwork to be installed (location description). The Artist was selected through a competitive process by the Parks Advisory Board.

Based on these foregoing recitals and the terms and conditions set forth herein, THE PARTIES AGREE AS FOLLOWS:

### ARTICLE 1. SCOPE OF SERVICES

#### 1.1 Artist’s Responsibility

- A. The Artist shall perform all services and be responsible for all expenses, materials, supplies, and equipment necessary to design, fabricate, deliver, and install Artwork consisting of \_\_\_\_\_ (description of the artwork) \_\_\_\_\_.
- B. The Artist’s services shall be performed in a professional, timely, and workmanlike manner, and in strict compliance with all terms and conditions in this Agreement. The Artist is responsible for all costs, expenses, and fees associated with the design, engineering, fabrication, installation, lighting, site visits, and insurance of the Artwork.
- C. The Artist shall coordinate the installation of the Artwork with the Town. The Artist agrees to repair and/or replace any damage caused by the Artwork installation at his expense, whether caused by the Artist or by anyone the Artist engages to assist him, to the satisfaction of the Town’s designated representative (“Town Representative”), as set forth in this Agreement. The person designated as “Town Representative” is the Chairperson of the Parks Advisory Board.
4. The Artist is an independent contractor and not an agent or employee of the Town.
5. The Artist shall secure any necessary engineering work and is responsible for all site preparation.
6. The Artist will provide the concrete foundation on which the sculpture will sit.
7. In performance of the work described herein, the Artist shall comply with all applicable federal, State and Town laws, rules, and regulations, including but not limited to, applicable copyright, building and life, health and safety codes.
8. The Artist shall indemnify and hold the Town harmless from any damage or injury claims made

by a third party(ies) arising during the installation process and caused, or claimed to be caused by such process, including harm to himself, to others including the public, or to the Artwork.

9. The Artist shall provide the Town with written instructions for the maintenance, care, and up keep of the Artwork, with a description of all materials used, and a Certificate of Authenticity for the Artwork.
10. The Artist is solely responsible for the compensation and for the work of every contractor and other person he engages to assist him in discharging the duties under this Agreement. The Artist agrees to engage no person without providing adequate worker's compensation insurance, in amounts required by Colorado law.
11. The Artist shall secure and provide insurance for the on-site installation period in amounts and limits specified in this section. The Artist shall provide the Town Risk Manager with a certificate of liability insurance which addresses the period of on-site installation, and includes the following:
  - (1) The policy must be an occurrence form; the coverage amount shall be \$1,000,000 for products/completed operations hazard(s); the Comprehensive General Liability insurance shall have combined single limits of \$1,000,000 per occurrence; and the policy shall not be cancelled, terminated nor not renewed without first giving 30 days advance written notice to the Town Risk Manager;
  - (2) Neither this Agreement nor an insurance policy issued as required by this Agreement shall be understood to waive or diminish the effect of the Colorado Governmental Immunity Act protections enjoyed by the Town.

## 1.2 Town's Responsibility

- A. The Town will provide the Artist access to the site for installation of the Artwork.
- B. The Town will provide payment to the Artist in a timely fashion as outlines in the Payment Schedule in Article 6 of the Agreement.
- C. The Town will secure any and all required licenses, permits, and similar legal authorizations, at no expense to the Artist, as may be necessary for the installation.
- D. The Town will designate a representative (see Article 1, Section 1.1 C above) with whom the Artist should communicate and coordinate when necessary, and the Town Representative has the authority to make decisions for the Town with regard to the matters described herein, including, but not limited to inspection of any work in progress at the Artist's studio or fabrication location, determining substantial and final completion of the Artwork, approving payments to the Artist, approving and coordinating installation.
- E. The Town will provide, at no charge to Artist, a plaque on or near the Artwork identifying the Artist and Title of the Artwork.

## ARTICLE 2. DESIGN CHANGES

- A. Final Design Proposal – Following execution of this contract, the Artist will, in consultation with Town staff when necessary, develop his original proposal into a Final Design Proposal which includes: 1.) A working drawing or rendition of the proposed Artwork and the site, and a description of the materials to be used in the artwork; and 2.) Cost estimates for the design, fabrication, engineering, transportation, installation, and insurance. The Parks Advisory Board, or a committee thereof, shall review and approve the final design prior to execution.
- B. Any significant change to the design of the Artwork, as approved pursuant to Article 2, Section 2.1 above, must be approved in writing by the Town. The Artist shall provide proposed changes in writing or graphic communication to the Town for review and approval. A significant change is considered to be any alteration which materially affects the approved design or installation. Minor changes do not require written approval.

## ARTICLE 3. COMPLETION DATE

The Artist agrees to complete, deliver, and install the Artwork no later than (month, day, year).

Liquidated Damages: If the Artist fails to complete the on-site installation of the Artwork by (month, day, year), a late fee of \$100 per day will be levied, beginning on (month, day, year), and continuing at \$100 per day for every day until the day the Artwork is successfully installed. This late fee will be deducted from the final payment due to the Artist. This late fee shall not apply to delays caused by the Town or acts of God.

## ARTICLE 4. ACCEPTANCE OF THE ARTWORK

The Artwork will be deemed to be accepted by the Town after the following requirements have been satisfied:

- (1) The Artwork is completed, delivered, and installed in accordance with this Agreement and the approved design, and the Town has verified this; and
- (2) The Artist has delivered to the Parks Advisory Board the following:
  - (a) An executed bill of sale;
  - (b) Written maintenance and care instructions; and
  - (c) An original signed Certificate of Authenticity.

## ARTICLE 5. PAYMENT SCHEDULE

The Town shall pay the Artist a fixed fee of \$ [redacted] that will constitute full and complete compensation for all services performed, materials furnished, and for the artistic value provided by the Artist under this Agreement. If the Artist is in compliance with the terms of this Agreement, then the Town will pay the Artist as follows:

- A. First payment of \$ (30% of the total cost of the Artwork) shall be made when this Agreement is signed by both parties, recognizing that the Artist will invest time and incur expenses in preparing the designs and purchasing materials as set forth in Article 1, Section 1.1(A). No invoice from the Artist is required.
- B. Second payment of \$ (30% of the total cost) shall be made to the Artist when the Artwork is 50% completed and reasonable proof of this, such as digital photographs, has been provided. The Artist will provide a written invoice for this payment.

- A. Third payment of \$ (30% of the total cost) when the sculpture is completed (but prior to transport) and reasonable proof of this has been provided. The Artist will provide a written invoice for this payment and digital photographs.
- B. Fourth and final payment of \$ (10% of the total cost) following installation and acceptance of the Artwork by the Town, as described in Article 4.

The Town agrees to mail each payment described above within two (2) weeks of receiving an invoice from the Artist.

#### ARTICLE 6. WARRANTY

- A. The Artist represents and warrants that the design of the Artwork is unique and solely the result of the creative efforts of the Artist, and is wholly original with the Artist and does not infringe upon or violate the rights of any third party.
- B. The Artist warrants that the Artwork is and shall remain free and clear of all liens, including mechanics liens and encumbrances of the Artist.
- C. The Artist shall not duplicate or offer the same or materially similar Artwork for sale elsewhere within a 200 mile radius of Estes Park.
- D. The Artist warrants that all work is performed in accordance with professional “workmanlike” standards, and fully guarantees the Artwork to be free from defective materials, products, and workmanship, for one year following the date of the Town’s final acceptance of the Artwork, as described above. During this period the Artist agrees to make necessary repairs to the Artwork, in a manner satisfactory to the Town, of any defect which is the result of faulty workmanship or materials. If within one year following the date of final acceptance, the Artist is unable or unwilling to make any necessary repairs, the Artist is responsible for reimbursing the Town for damages, expenses, or loss incurred by the Town as a result of having to complete such repairs. The Artist is not responsible for damage to the Artwork caused by vandalism, acts of God, Town employees or contractors.

#### ARTICLE 7. COPYRIGHT

- A. The Artist expressly reserves the rights under common law or under the federal Copyright Act to control the making and dissemination of copies and reproductions of the Work that the court(s) in the venue of this Agreement afford to him, except as specified in Article 6 Section C. The Artist specifically agrees that the Town, and its commissions, agents, divisions, employees and officials may, without further approval from or compensation to the Artist, reproduce the Artwork graphically, in photographs, drawings, or computer generated images for any Town business, including advertising, promotions, visitor and convention activities, and economic development activities. The Town agrees that whenever appropriate such graphic reproductions of the Artwork will include the Artist’s name, in such a manner and location as will comply with U. S. copyright law.
- B. The Town acknowledges the existence of a 1990 federal law regarding Artist’s rights which limits the Town’s unilateral ability to modify the Artwork without advance notice to the Artist; however, the Artist agrees that the Artwork, and all components and elements thereof, are the property of the Town. The Artist agrees that after the warranty period described in 7.D. expires, the Town has the right to unilaterally, without Artist’s knowledge or consent, repair, remove, relocate, replace, sell, or store the Artwork. While it is the Town’s intent to permanently retain and maintain the Artwork as described



herein, over time future citizens and Town Boards may determine that the Town should remove it or otherwise dispose of the Artwork, and the Town reserves that right. If the Town alters, modifies, or changes the Artwork, it will not thereafter represent the altered work as that of the Artist without his consent.

- C. The Artist agrees to indemnify and hold the Town harmless from any and all liability arising out of the Artist's violation or claim of violation by any person of any copyright or trademark infringement whether or not such claim(s) or suit(s) is(are) frivolous.

#### ARTICLE 8. INDEMNIFICATION

The Artist will indemnify and hold the Town harmless from all loss and liability (including attorney's fees, court costs, and all other litigation expenses) for any infringement of the patent rights, copyright, trademark, and all intellectual property claims of any person or persons in consequence of the Town's acceptance of the Artists work or the use by the Town, or any of its officers or agents, of articles or services supplied in the performance of the Agreement, whether or not such claim (s) is (are) frivolous.

#### ARTICLE 9. DEATH OR INCAPACITY

If the Artist becomes unable to complete the terms of this Agreement due to death or incapacitation, such death or incapacitation will not be considered a default of this Agreement on the part of the Artist; however, upon the happening of death or incapacity of the Artist, the Town is not obligated to proceed with this Agreement.

In the event of incapacity, the Artist may assign the Artist's obligations and services under this Agreement to another artist of his choosing, but only with written approval of the Town. Alternatively, the Town may terminate this Agreement.

In the event of the death of the Artist, this Agreement may terminate. The Artist's executor shall deliver the Artwork, in whatever form and degree of completion it may be at the time, to the Town, along with all materials and supplies purchased for the Artwork's fabrication, if not yet completed. The Town has the right to have the Artwork completed, fabricated, delivered, and installed by another artist or fabricator of their choosing; however, the Artist's heirs shall retain the copyright to the Artwork and all rights under Article 8.

#### ARTICLE 10. TERMINATION OF AGREEMENT

The Town may terminate this Agreement if the Artist fails without cause to complete, deliver, and install the Artwork as stipulated in this Agreement. The exercise of a right to termination under this section shall be in writing and set forth the grounds for termination. If this Agreement is terminated under this section, the Artist is entitled to retain the 10% fee paid to him when the Agreement was executed, but shall return to the Town all other compensation paid to him under the terms of this Agreement within 30 days of the date of termination. If the Artist fails to return said Town funds, the Town shall have the right to take possession of the Artwork, in whatever form and degree of completion it may be at the time, and all materials and supplies purchased and obtained by the Artist for the Artwork, and the Town has the right to have the Artwork completed, fabricated, delivered, and installed by another artist or fabricator of their choosing. However, the Artist shall retain the copyright to the Artwork and all rights under Article 7.

ARTICLE 11. WRITTEN NOTICE

The parties agree that any notice required by this Agreement shall be given as follows, including notice of a change of address or change in the Town Representative:

Town:

Artist:

ARTICLE 12. ENTIRE AGREEMENT

The terms and provisions of this Agreement, including attachments and any amendments, represent the entire understanding of the parties with respect to the subject matter of this contract. No representations or warranties are made by the Artist or the Town except as herein set forth. The terms of this Agreement may only be altered or modified in writing and signed by both parties.

ARTICLE 13. LAW AND VENUE

The laws of the Town of Estes Park, Larimer County, Colorado, shall govern this Agreement. Any action arising out of or under this Agreement shall be brought in Larimer County, Colorado.

Signed:

\_\_\_\_\_  
Mayor, Town of Estes Park

\_\_\_\_\_  
Date

\_\_\_\_\_  
Artist

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Town Clerk

**TOWN OF ESTES PARK PARKS ADVISORY BOARD  
ARTWORK DONATION FORM**

Thank you for your interest in donating a work of art to the Town of Estes Park. Art in public places is a vital component to the beauty and quality of life in our community. Please complete the information below to facilitate a thorough review of the proposed donation. In order to assure the highest standards, aesthetic consistency, and proper maintenance, the decision to accept the donation rests with the Parks Advisory Board, and the PAB reserves the right to move or remove the piece from the permanent collection if that becomes necessary in the future. Please attach photographs or detailed drawings of the artwork to this form. Please also attach documentation authenticating the purchase price or appraised value.

**GENERAL INFORMATION**

Donor name (Individual/Organization/Business): \_\_\_\_\_

Contact person (If different from above): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone number & e-mail address: \_\_\_\_\_

**INFORMATION ABOUT THE ARTWORK**

Title of the artwork: \_\_\_\_\_

Name of the artist: \_\_\_\_\_

Mailing address of artist: \_\_\_\_\_

Media or materials used or to be used in artwork: \_\_\_\_\_

Proposed Location of Artwork: \_\_\_\_\_

Special Instructions (if any): \_\_\_\_\_

When is the artwork available for installation?: \_\_\_\_\_

Year completed: \_\_\_\_\_ Purchase price: \$ \_\_\_\_\_ Current value: \_\_\_\_\_

Dimensions: \_\_\_\_\_ Weight: \_\_\_\_\_

Long-term maintenance required: \_\_\_\_\_

Does donation include the cost of site preparation, installation costs, concrete pad or pedestal (if necessary), or does it include money for these costs?  YES  NO

If yes, please provide proposed budget amount: \_\_\_\_\_

The undersigned is the owner of the artwork, free of all liens and encumbrances, and has the right to make this agreement.

The undersigned hereby agrees to donate the above described art work, with the following additional conditions (if any):

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Donor Signature & Date (Please print name after signature)

Return to: Town of Estes Park, Attn: Parks Advisory Board, 170 MacGregor Ave., P.O. Box 1200, Estes Park, CO 80517

**TOWN OF ESTES PARK PARKS ADVISORY BOARD  
ARTWORK LOAN AGREEMENT**

Please return to: Town of Estes Park, Parks Advisory Board, 170 MacGregor Ave., P.O. Box 1200, Estes Park, CO 80517

Artist name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Phone number & e-mail address: \_\_\_\_\_

**Description of Artwork**

Artwork #1 - Title: \_\_\_\_\_

Medium: \_\_\_\_\_ Price or Estimated Value: \$ \_\_\_\_\_

Dimensions (h-w-d): \_\_\_\_\_ Weight: lbs. \_\_\_\_\_

Artwork #2 - Title: \_\_\_\_\_

Medium: \_\_\_\_\_ Price or Estimated Value: \$ \_\_\_\_\_

Dimensions (h-w-d): \_\_\_\_\_ Weight: lbs. \_\_\_\_\_

Artwork #3 - Title: \_\_\_\_\_

Medium: \_\_\_\_\_ Price or Estimated Value: \$ \_\_\_\_\_

Dimensions (h-w-d): \_\_\_\_\_ Weight: lbs. \_\_\_\_\_

I give the Town permission to photograph my art for temporary display on the Town's website: Yes \_\_\_ No \_\_\_  
Will hanging art require special installation or equipment other than regular wall hooks? Yes \_\_\_ No \_\_\_

**Dates of the loan are:** \_\_\_\_\_

The artist understands and agrees to the terms and conditions contained in the Art In Public Places Guidelines for Temporary Public Works of Art. Exhibits attached to or printed on the opposite side of this agreement. The artist understands that any insurance payment that might be made will be based upon an appraised value rather than a declared value. This constitutes the entire agreement between the parties.

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Artist's Signature & Date (Please print name after signature)

----- FOR PARKS ADVISORY BOARD USE ONLY -----

Document and Procedures: Location:

Signed Agreement     Town Hall     Other Location

Photograph of each piece for insurance (PAB)     Insurance information to Risk Management

TOWN OF ESTES PARK ART IN PUBLIC PLACES PROGRAM  
REQUEST FOR PROPOSALS

( \_\_\_\_\_ **project name** \_\_\_\_\_ )

The Town of Estes Park Art In Public Places program enriches our community through public exposure to the arts. The AIPP program weaves public art into the everyday experience of our community and creates lasting impressions on those who experience it. It enhances our public spaces, compliments our award winning seasonal floral displays, and makes Estes Park a visitor destination, not only for its natural beauty, but also for its vibrant arts scene.

ARTIST'S RENDERING OF PROJECT

**Project Description and Scope**

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**Eligibility**

The project is open to any professional artist with demonstrated experience in creating signature artwork.

**Selection Process**

From this Call, an Artist may be selected directly from the initial applications or the artwork selection panel may elect to interview a limited number of finalists from among the initial applications based upon their conceptual drawings.

- If multiple semi-finalists are selected, each semi-finalist will present a scaled maquette (sculpture pieces), or scale rendering (non-sculpture pieces), for the panel's review. Semi-finalists may be required to develop more specific preliminary proposals prior to final selections. If so, a stipend will be paid.
- A detailed budget will be required of artists selected as semi-finalists. The detailed budget must include all expenditures in connection with the execution of the project. (Prior to submitting a proposal, it is recommended that artists prepare such a budget to ensure the project can be executed as presented.)

- One artist will ultimately be selected to develop their design, fabricate and install the artwork.
- The artist will be required to carry general liability insurance in the amount of \$ (amount).
- Town staff will oversee operations and administer the decisions of the jury panel.

### **Submission Requirements**

All applications must be submitted through the Town website to [publicworks@estes.org](mailto:publicworks@estes.org) and must include:

- A preliminary statement of approach for the project which communicates scope and scale
- Previous accomplishment(s) with public art pieces of similar appropriate scale as shown in five-ten images of artwork completed within the past five years.
- The Artist's conceptual image for the site, which must communicate the scope and scale of the submitted project: Maximum number of conceptual images: 3
- 3 professional references

### **Selection Criteria**

The primary criteria for selection:

- Scope of Proposal: Does the proposal show an understanding of the project objective, appropriate scale and desired results? Does the artwork represent history/spirit of the Town?
- Assigned Personnel: Do the person(s) working on the project have the necessary skills? Are sufficient people of the requisite skills assigned to the project?
- Availability: Can the work be completed in the contracted time and on-budget?

### **Timeline**

All applications must be submitted through the Town website by (month, day, year).

Final completion date will be determined jointly by the Artist and the Parks Advisory Board; however, the project must be started shortly after the contract has been awarded.

### **Budget**

A maximum of \$ (amount) has been allocated for the artwork to include all design, fabrication, insurance, installation, travel, contingency and incidental costs. The Town of Estes Park reserves the right to withdraw from the project prior to such time as a contract is formally entered into with the Artist. Contract provisions will apply subsequent to the agreement to such by both parties.

**Submission and Contact Information**

Public Works Department

170 MacGregor Ave.

P.O. Box 1200

Estes Park, CO 80517

(970) 577-3587      [publicworks@estes.org](mailto:publicworks@estes.org)



## UTILITY BOX ART

The goal of this project is to beautify the Town using necessary utility boxes to become works of art instead of solid utilitarian blocks of color.

### Town Commissioned Utility Box Art

PAB will oversee the commissioning of art for eligible utility equipment, including but not limited to painting and vinyl wraps. Eligibility will be determined by the relevant Town Department. Artists are required to follow the guidelines for utility box art.

- A. Designs should be original to the artist or of the artist's original style, and should be picture-based, not word-based. Any wording in the design should not be the focal point of the design and letters should not be any larger than two inches in height. Designs must be appropriate for all ages and the Town will **not** accept any designs that include logos, copyrighted or trademarked images, advertisements, political, commercial, religious, sexual symbols, themes or messages.
- B. Utility boxes are functioning pieces of equipment and should be treated as such. Designs and color schemes should not interfere with signage on the box, the ability to open the box, or interfere with any function of the utility box itself.
- C. Location and selection of utility boxes to be painted are subject to approval by the PAB and the relevant Town Departments.
- D. Artists will be required to submit a detailed design proposal to the PAB and the relevant Town Department for review and approval by the Town of Estes Park Board of Trustees. If the design proposal is approved by the Town Board, artists will coordinate with the Town Department representative for box priming, sealing, and final inspection.

### Patron-Commissioned Utility Box Art

PAB will oversee patron commissioning of art for eligible utility equipment, including but not limited to painting and wraps. Eligibility will be determined by the relevant Town Department. Patrons and artists are required to follow the guidelines for utility box art.

- A. Designs should be original to the artist or of the artist's original style and designs should be picture-based, not word-based. Any wording in the design should not be the focal point of the design and letters should not be any larger than two inches in height. Designs must be appropriate for all ages and the Town will **not** accept any designs that include logos, copyrighted or trademarked images, advertisements, political, commercial, religious, sexual symbols, themes or messages. Acknowledgement or recognition of the

sponsor in the design (including logos) is acceptable as long as the design, as a whole, remains non-commercial.

- B. Utility boxes are functioning pieces of equipment and should be treated as such. Designs and color schemes should not interfere with signage on the box, the ability to open the box, or interfere with any function of the utility box itself.
- C. Location and selection of utility boxes to be painted are subject to approval by the PAB and the relevant Town Department.

Patrons and artists will be required to submit a detailed design proposal to the PAB and the relevant Town Department for review and approval the Town of Estes Park Board of Trustees. If the design proposal is approved by the Town Board, patrons and artists will coordinate with the Town Department representative for box priming, sealing, and final inspection.

# TOWN OF ESTES PARK PARKS ADVISORY BOARD ARTWORK DONATION FORM

Thank you for your interest in donating a work of art to the Town of Estes Park. Art in public places is a vital component to the beauty and quality of life in our community. Please complete the information below to facilitate a thorough review of the proposed donation. In order to assure the highest standards, aesthetic consistency, and proper maintenance, the decision to accept the donation rests with the Parks Advisory Board, and the PAB reserves the right to move or remove the piece from the permanent collection if that becomes necessary in the future. Please attach photographs or detailed drawings of the artwork to this form. Please also attach documentation authenticating the purchase price or appraised value.

## GENERAL INFORMATION

Donor name (Individual/Organization/Business): Estes Park Women's Monument Project

Contact person (If different from above): Ron Wilcocks

Mailing Address: P.O Box 2317, Estes Park CO 80517

Phone number & e-mail address: 970-577-0021, rwilc@beyondbb.com

## INFORMATION ABOUT THE ARTWORK

Title of the artwork: Bronze Sculpture of Eleanor Hondius with a Bike

Name of the artist: Sutton Betti and Daniel Glanz

Mailing address of artist: 2347 W. 8<sup>th</sup> Street, Loveland CO 80537

Media or materials used or to be used in artwork: bronze and stone

Proposed Location of Artwork: It will initially be displayed in the Estes Park Library. The Town will own the work after this donation and will loan the sculpture to the Estes Park Library for display for as long as they desire. If/when the library chooses not to display the artwork, the Town can install it in any location they desire (including outdoors).

Special Instructions (if any): Town will follow Artist instructions for ongoing care and maintenance

When is the artwork available for installation?: It is available immediately

Year completed: 2021

Purchase price: \$4,000

Current value: \$4,000

Dimensions: About 3 feet by 3 feet

Weight: 60 lbs


Long-term maintenance required: Yes, As specified by the Artist

Does donation include the cost of site preparation, installation costs, concrete pad or pedestal (if necessary), or does it include money for these costs? No

If yes, please provide proposed budget amount: \_Minimal - The EP Library has agreed to create a base for the sculpture\_\_\_\_\_

The undersigned is the owner of the artwork, free of all liens and encumbrances, and has the right to make this agreement. The undersigned hereby agrees to donate the above described art work, with the following additional conditions (if any): None

Donor Signature & Date (Please print name after signature)



Ron Wilcocks, Chair – Estes Park Women’s Monument project

Date: 11/4/21

Return to: Town of Estes Park, Attn: Parks Advisory Board, 170 MacGregor Ave., P.O. Box 1200, Estes Park, CO 80517

# Thumb Open Space Management Plan – Rough Draft

- \*Cover page
- \*Executive summary
- \*Acknowledgements

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# INTRODUCTION

## Background and History of the Thumb Open Space

On May 26, 2021, the Town of Estes Park (“Town”) acquired five (5) separate parcels of land (“Property”) from the Prospect Mountain LLC, which collectively comprise the Thumb Open Space (“Thumb OS”). The Property consists of 65.83 acres. The Property was acquired to allow for the recreational use of Thumb OS by the public, subject to a carefully drafted Management Plan to ensure the protection and preservation of natural resources. This acquisition was made possible through the help of many partners including Great Outdoors Colorado (“GOCO”), Access Fund, Rocky Mountain Conservancy (“RMC”) and the Estes Valley Land Trust (“EVLTL”) (collectively “Agency Partners”). Consistent with the conservation values of the Agency Partners, the Town is mindful of its stewardship responsibilities relative to the Thumb OS. This proposed Thumb OS Management Plan (“Plan”) will clearly describe acceptable public use which is respectful of the rights of nearby private property owners and safeguards conservation values.

The Thumb refers to the large rock outcrop on the southeastern side of Prospect Mountain. For decades this property has been a popular -- but privately owned -- climbing destination which was first climbed by the legendary Tom Hornbein in the late 1940s. The property now offers nearly 50 routes with pitch ratings ranging from 5.0 all the way up to 5.13, as well as high-quality bouldering. The area is also known for its great hiking, trail running and dog walking on the deeded trail which runs through the property. Longs Peak, Mount Meeker, and Twin Sisters can be viewed from nearly the entire trail.

This Plan was drafted in full compliance with the grant from GOCO and the conservation values of EVLTL and RMC. The purpose of this Plan is to guide Town staff on how the community would like the Property to be used while preserving and protecting the land, vegetation, and wildlife with sensitivity to neighbor concerns. Thumb OS is encumbered by an Amended and Restated Deed of Conservation Easement between the Town and EVLTL, recorded on May 26, 2021 at Reception No. 202100062021 (“CE”).

This Plan was developed through a collaborative community effort and will be reviewed and updated with community engagement as the recreational uses are monitored and evaluated over time.

## The Purchase

In October 2019, EVLTL began drafting a grant application to GOCO for funding to purchase the Property which would become Thumb OS. The Town, as the potential owner of the Property and grant applicant, partnered with EVLTL.

In early 2020, the Town held meetings with subject matter experts as well as Agency Partners to address acquisition tasks, CE revisions, and GOCO grant requirements. In April 2020, the Town Board unanimously approved the GOCO grant agreement to proceed with the purchase of the Thumb OS.

Parallel to initial discussions, the Town solicited and received community input. This included multiple Town Board meetings, a large public presentation and smaller discussions with adjacent homeowners, surrounding HOAs, the climbing community and interested community members. A document that included 80 questions and comments was produced to help respond to issues raised early in the process. These efforts established the framework for this Plan, and were used to continue discussions following land acquisition.

### **Assessments and Reports**

Thanks to the participation of Agency Partners, invaluable resources and expertise were made available to Town staff, all of which were essential to the successful acquisition of the Property. Assessments and studies which contributed to this Plan include:; Thumb Property Baseline Biological Report dated July 30, 2021 by Collective Ecological Consulting, LLC (“Biological Report”), Phase I Environmental Site Assessment dated June 15, 2020 by Terracon Consultants, Inc. (“Environmental Assessment”), Minerals Assessment dated June 19, 2020 by Terracon Consultants, Inc. (“Minerals Assessment”), Baseline Documentation Report for Thumb Open Space Conservation Easement dated May 26, 2021 by EVLT (“Baseline Report”)(collectively “Assessments/Reports”)and the Rock Fall study dated November 29, 2021. These Assessments/Reports are appended to this Plan and also located on the Town website at [www.estes.org/thumb](http://www.estes.org/thumb).

### **Amended and Restated Deed of Conservation Easement**

In conjunction with the purchase of the five (5) parcels which became Thumb OS, and consistent with the mission of the GOCO grant which provided funds for the acquisition, the Town granted the CE to EVLT. The CE replaced in their entirety the four (4) prior Deeds of Conservation Easements: (1) Prospect Mountain Townhome Association, Inc. as grantor to Estes Valley Land Trust as grantee recorded on 1-18-13 at reception no. 20130005166, (2) Central Administrators, Inc. grantor and EVLT as the grantee, recorded on October 13, 2009 at reception no. 20090069498, (3) Central Administrators, Inc. as grantor and the EVLT as grantee recorded on October 13, 2009 at reception no. 20090069499, and (4) Central Administrators, Inc. as grantor and EVLT as grantee recorded on June 19, 2003 at reception no. 2003-0075086 and later amended by an Amendment recorded on November 3, 2003 at reception no. 2003-0139334 (collectively “Pre-Existing CEs”).

The CE provides a legal description for each of the five (5) parcels acquired by the Town which were encumbered by the Pre-Existing CEs. The Property possesses significant open space, scenic, wildlife habitat, other aesthetic, ecological, educational and recreational values of great



importance to the Town and its people, the people of Larimer County, and the people of the State of Colorado. In particular, the Property contains many characteristics which provide significant public benefit that include scenic vistas, wildlife habitat, outdoor recreation and enjoyment. The CE describes these characteristics in detail, defined collectively as “Conservation Values.”

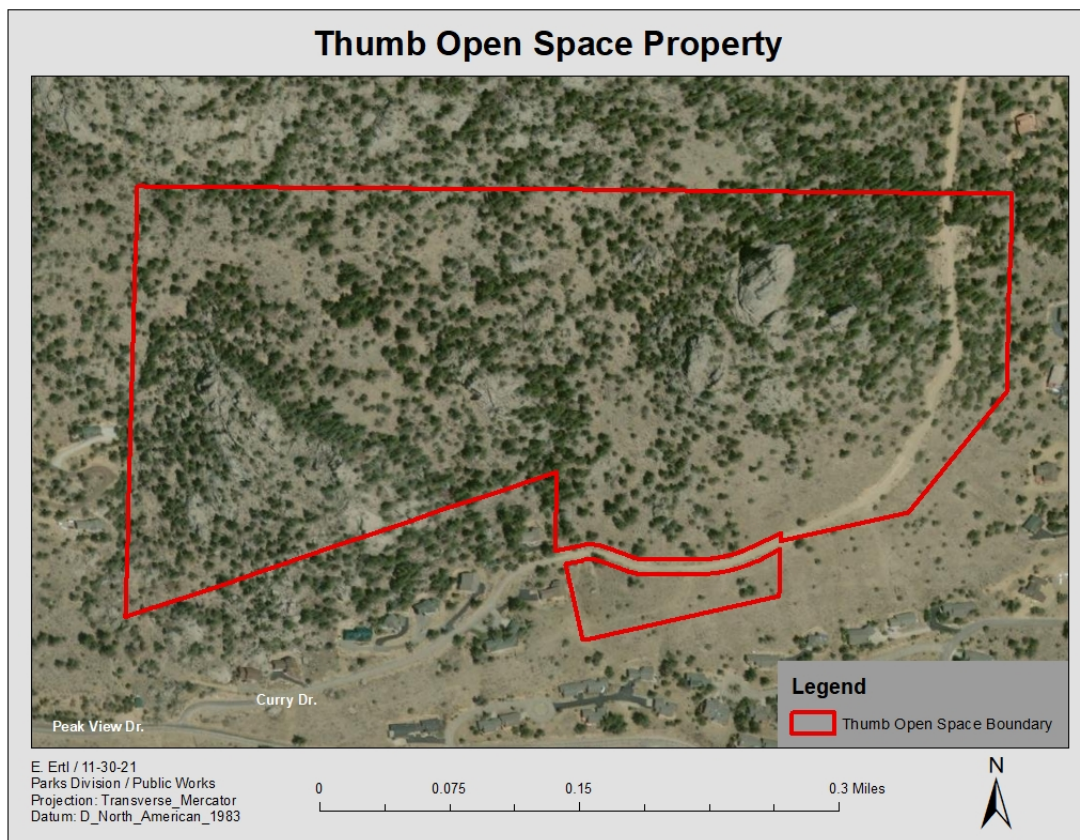
The CE prohibits many activities and uses in order to protect all elements of the Property. The reader is directed to that document, which contains a detailed description of prohibited activities and uses (please see appendix no. \_\_\_\_\_ section J. 3.G of the CE).

Consistent with the restrictions in the Pre-Existing CEs, the CE was granted from the Town to EVLT, the primary purpose of which is to enhance, preserve and protect in perpetuity the Conservation Values of the Property. This Plan will prevent any activity on or use of the Property that will significantly impair or interfere with Conservation Values. Yet, at the same time, this Plan will enable the general public to enjoy and appreciate Thumb OS through access to outdoor recreation and educational activities.

## Property Overview

A detailed property overview was conducted by the EVLT, also known as the Baseline Documentation Report and is listed as Appendix \_\_\_\_\_. These details of the property can be found on page 90-133. The Thumb OS property boundary is shown below in Figure 1.

**Figure 1. Thumb Open Space Property**



## Location

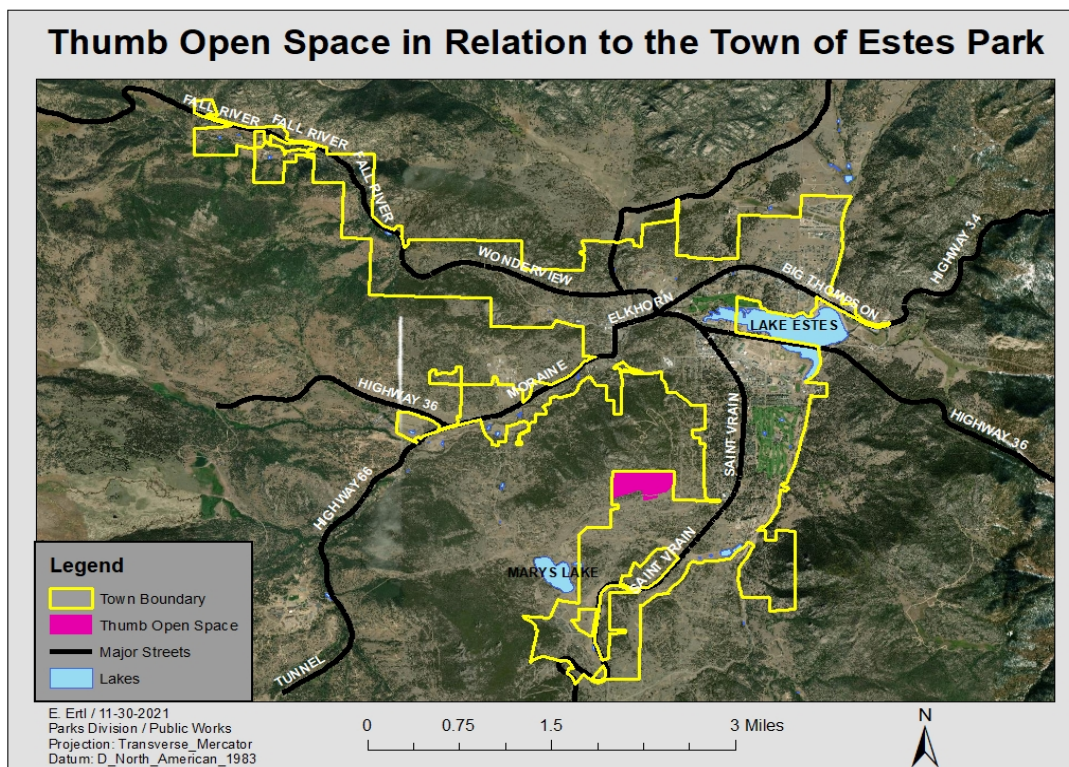
Thumb OS is located within the Town of Estes Park and is situated west of Colorado Highway 7 and north of Peak View Drive. Thumb OS includes two iconic rock formations known as the Thumb and the Needle. These rocks are excellent for children to learn to rock climb and also for novice climbers seeking to improve their skills. The Property offers nearly 50 climbing routes with pitch ratings ranging from 5.0 to 5.13, as well as high-quality bouldering. The Thumb OS also provides opportunities for hiking and trail running and is an excellent venue for outdoor education.

The location of the iconic Thumb rock formation is Latitude 40° 21'24.85245" N and Longitude 105° 31'0.99789 W. While Curry Drive bisects the Thumb OS parcels, public access is limited to a single trailhead situated on the north side of Peak View Drive.

The Thumb OS borders land owned by the United States Bureau of Reclamation (BOR) and private properties situated both within the Town of Estes Park and unincorporated Larimer County.

The convenient location of Thumb OS (Figure 2) offers accessible opportunities for user inclusion and equity for individuals and families who may not readily or easily access other open space areas.

**Figure 2. Thumb Open Space in Relation to the Town of Estes Park**

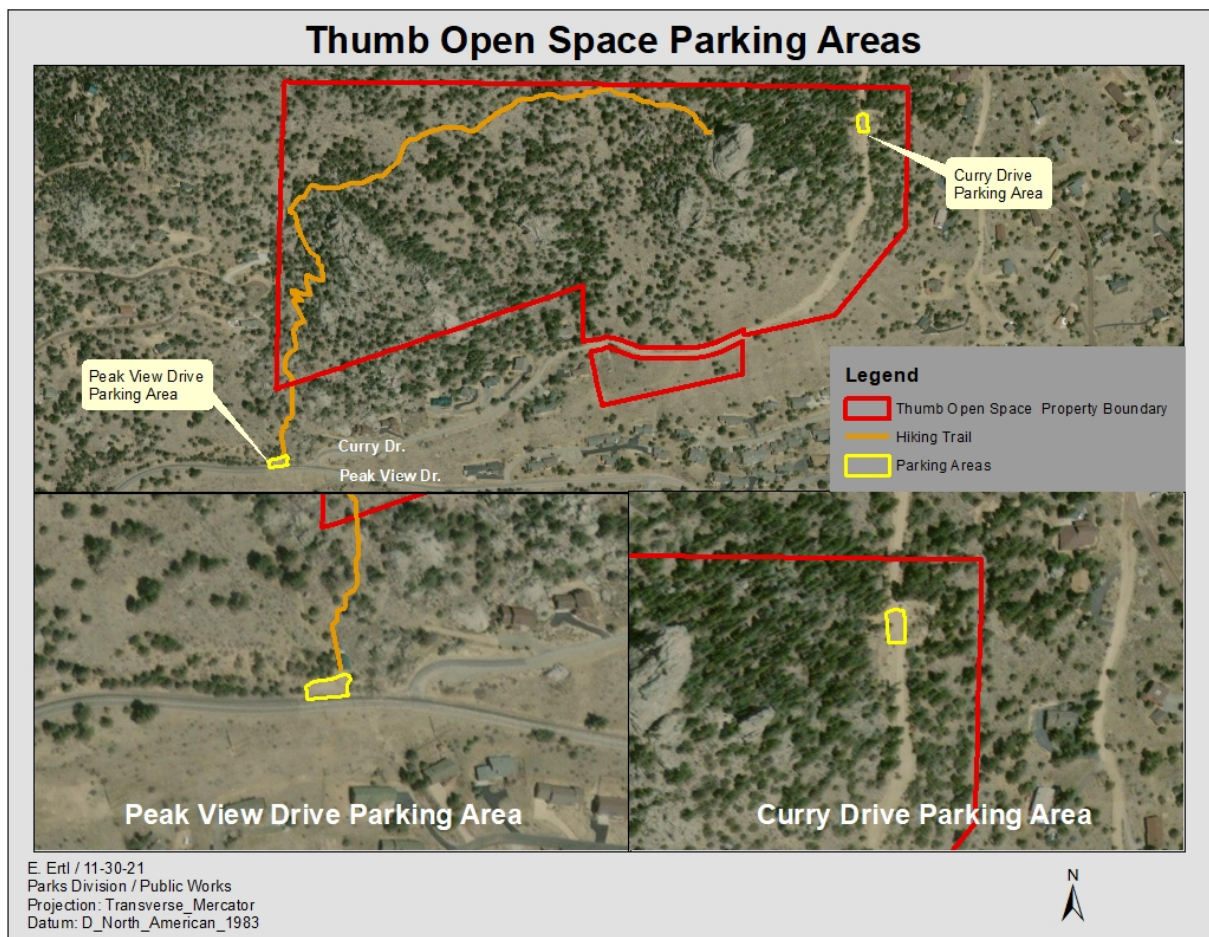


## Vehicular Access and Parking

The public access trail head for the Thumb OS can be reached by traveling west one mile on Peak View Drive from the intersection of Peak View Drive and Colorado Highway 7. Parking is available in the unimproved gravel parking area on the north side of Peak View Drive in front of the existing green pumphouse. There is space for approximately 9 vehicles to park at this location. This parking area is owned partially by the Town and partially by the BOR. The public access trail begins on the north side of the pumphouse and follows an access easement through private property before entering the Thumb OS.

An emergency vehicle access to the Thumb OS exists from the unimproved northeast end of Curry Drive where a private gate marks the Property boundary with the adjacent private property. While this area has been historically used by the climbing community for direct access to the Thumb and Needle, it is not a designated public access point. There is sufficient space for approximately 5 emergency vehicles to park at this location. See Figure 3 below of these two access points and parking areas.

**Figure 3. Thumb Open Space Parking Areas**



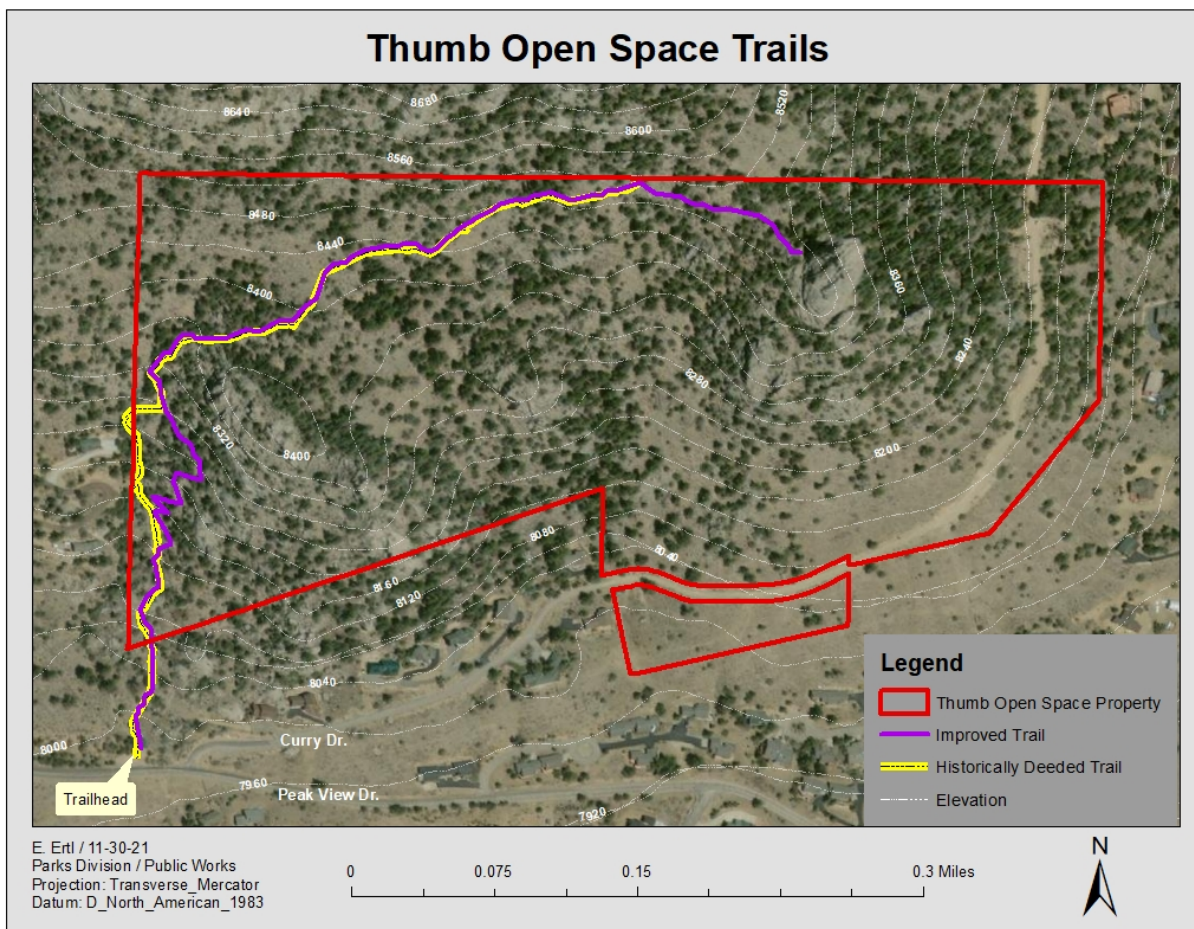
## Trail Access

The Thumb OS is currently accessed by hiking along an existing trail within a deeded easement which begins at the Peak View Drive Trailhead, crosses private property, and is clearly signed for a short distance (“Platted Trail”). The Platted Trail travels generally north and then east across the Property. During the summers of 2020 and 2021, the Access Fund and RMC completed improvements to the Platted Trail (Figure 4). Future trail work is contemplated, the specifics of which may be established after monitoring impacts associated with trail usage.

A separate unimproved social trail provides access for emergency personnel to the to the Thumb and Needle rock formations from the emergency vehicle parking area at the northeast end of Curry Drive at the private property gate.

Please see the discussion below in MANAGEMENT PLAN - Desired Conditions, for greater detail on proposed future access, parking and trails. These access points and trails are illustrated below.

**Figure 4. Thumb Open Space Trails**



## MANAGEMENT PLAN DEVELOPMENT – THE PROCESS

### Stakeholders

Stakeholder meetings, the public outreach process and feedback- information to be added

### Parks Advisory Board

Parks Advisory Board- information to be added

### Town Board of Trustees

Town Board Meetings and Study Sessions- information to be added

## EXISTING CONDITIONS

### Natural Resources

#### Environmental Assessment

The Phase I Environmental Assessment dated May 4, 2020 was performed by Terracon Consultants, Inc. (“Terracon”) consistent with the procedures included in ASTM E1527-13, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*, attached as Appendix \_\_\_\_\_.

No Recognized Environmental Conditions (RECs), Historical Recognized Environmental Conditions (HRECs), or Controlled Recognized Environmental Conditions (CRECs) were identified in connection with the site. Based on the scope of services, limitations, and findings of this Environmental Assessment, Terracon did not identify RECs. As such, no additional investigation is warranted at this time.

#### Minerals Assessment

Terracon completed a Minerals Assessment dated June 19, 2020, attached as Appendix \_\_\_\_\_. In its assessment, Terracon concluded that Thumb OS has negligible economic quantities of coal as well as oil and gas resources. The lack of historical or present-day extraction provides an indication of the overall low viability of these commodities.

The probability of extraction or removal of minerals by any surface mining method is so remote as to be negligible. Except as necessary for trail construction and maintenance, the exploration for or development and extraction of minerals of any kind or description, on or below the surface of the Property, is strictly prohibited by the explicit terms of the CE.

#### Biological Assessment

To support the development of this Plan, Collective Ecological Consulting, LLC (“CEC”) was retained by the Town to conduct a baseline biological survey of the Thumb OS Property. CEC’s

objective was to provide information about natural resources present at the Property and make recommendations for conservation.

CEC gathered extensive data in the field during four site visits in June and July 2021, not only using sight and sound but sophisticated monitoring devices (for bats), other state-of-the-art technology and associated software to document all plants, trees, bushes, birds and other wildlife. The methodology used by CEC appears at pages 2-4 of its Baseline Biological Report dated July 30, 202 (“Biological Report”), attached as Appendix \_\_\_\_\_.

To summarize its field research and monitoring, CEC stated that

The Thumb Property is a biologically diverse piece of land that provides habitat for a variety of wildlife and plant species. Ponderosa pine woodlands are the dominant vegetation type with antelope bitterbrush, wax currant, and a variety of forbs and graminoids in the understory. Ponderosa pine woodlands provide habitat for a large variety of specialist and generalist species. Douglas-fir woodlands provide additional coniferous forest habitat that are more moist and provide other food sources for wildlife species. Open shrublands and grasslands provide foraging areas for raptors and bats, and more sunlight allows for a variety of forb species to flourish. Overall, the habitat quality at the Thumb Property is high and is in good condition. The Property has very low invasive species cover and the few populations that do exist should be treated when possible. Appendix \_\_\_\_\_ at page 19.

The Biological Report identified 11 possible rare plants and fully tracked communities that may exist on the Property. See pages 6-7 of Appendix \_\_\_\_\_. Two rare plant species were identified Rocky Mountain Cinquefoil and Rocky Mountain Phacelia. One fully tracked rare plant community was identified, Ponderosa Pine/Wax Currant Woodland.

The Biological Report identified 17 possible sensitive wildlife species that may be present on the Property, but only 3 of which were actually seen; Peregrine Falcon, Hoary Bat and Little Brown Myotis. See pages 16 and 17 of Appendix \_\_\_\_\_.

The Biological Report provides the following general conclusion

Although the Property is in good ecological condition, recommendations for habitat improvement are provided for implementation now and in the future, as visitation to the Property is expected to increase. Introduction of a new trail and opening the Property to the public may result in habitat degradation, spread of noxious weeds, and wildlife disturbance. An attempt to maintain and/or improve the ecology of the site will lessen the impacts of the changes the Property will likely see in the upcoming years. Construction of the new trails and opening the Property to the public will likely attract more people, but the creation of a designated path specifically to climbing areas, the use of signs and maps, and this Management Plan, will ultimately help to protect resources over time. The new trail to the climbing routes will help to reduce overland travel to the climbing areas that would otherwise

result in vegetation trampling and potentially harming rare plants found in the area.  
Appendix \_\_\_\_\_ at page 19.

## **Rock Fall Study**

Information to be added when Rock Fall Study is final, the study will be appended.

## **Visual Value and Property Resources**

The Property is a beautiful open ponderosa pine forest with large granite rock outcrops and contains a trail where wildlife and scenic views are enjoyed by the public. The Property is south facing and highly visible from US Highway 36, Colorado Highway 7 (Peak-to-Peak Scenic Byway), and Mary's Lake Road. The Property provides extensive views of Longs Peak, Twin Sisters and the surrounding mountain ranges and valleys.

## **MANAGEMENT PLAN**

### **Desired Conditions**

#### **Conservation and Preservation**

1. Conserve the natural resources (i.e. flora, fauna, habitat refuge & habitat connectivity, raptor nesting sites, view shed) and environment through the responsible preservation of natural resources and protect the environment from harmful human activities.
2. Identify existing neighborhoods surrounding Thumb OS to prevent users from accessing or interfering with private property.

#### **Recreation**

1. Provide opportunities for all age groups and skill levels to experience the outdoors.
2. Provide opportunities to connect with nature for physical and mental health.

#### **Education**

1. Provide opportunities for experiential outdoor education for all age groups and skill levels.
2. Honor the history of this unique open space and Estes Park's mountain and climbing culture.

## Management Alternatives

### Regulated Uses

#### Hours of Operation

Thumb OS will be open for public recreation from sunrise to sunset, consist with the other Town open spaces and public lands encumbered by conservation easements. A permissible exception is retention of the historical use of the Thumb OS for viewing the July 4th fireworks display. The Town would like this tradition to continue. The Town will monitored this night-time use for the first two years to determine what impact it may have on the surrounding community. The evaluation of the use of the Thumb on Independence Day viewing fireworks may be continued, restricted or prohibited.

#### Access

1. Peak View Drive Trailhead – This is the historic parking area for the Platted Trail and is located on land owned by the Town and by the BOR. The Town intends to improve the current pump house structure and the parking area. Subject to approval from Larimer County, it may be possible to accommodate an additional 20 parking spots within the right-of-way (road shoulder) along Peak View Drive from the pump house west to Prospect Mountain Drive. Once the Property is open to the public, the Peak View Drive trailhead parking area will be continually monitored to determine if expansion is needed. If expansion is needed after the first year, discussions with the adjoining property owner (BOR and Larimer County) can be initiated regarding this potential expansion of designated parking areas.
2. Curry Drive Emergency Access – This area is located at the northeast end of Curry Drive at the gate to the adjoining private property. The segment of Curry Drive serving this area is an unimproved dirt roadway which is too narrow to accommodate public parking and access. New signage is proposed at the Curry Drive cul-de-sac to prohibit public travel on this unimproved roadway. The effectiveness of the signage will be evaluated during the first year of operation and installation of a physical barrier will be considered if warranted. The existing social trails from the Curry Drive Emergency Access should be upgraded to safe, sustainable trails that provide first responders with a direct and fast access route to the climbing areas. This emergency access area and future improved trail could benefit the community’s younger school age groups and adaptive athletes by providing quick, direct access to the climbing features.
3. Other Parking – Other areas were evaluated for the purpose of expanded parking, but none were identified as suitable. It is recognized that there may be negative impacts to adjoining neighborhoods associated with increased usage and parking for the Thumb OS. These impacts will be monitored and enforcement measures may be needed.



Unanticipated neighborhood or environmental impacts may be identified over time that may prompt future revisions to the Management Plan

## Climbing

1. Liability and responsibilities- Climbing is an inherently dangerous sport, climbers and other users of the open space assume the risks of their activities. The Town is not responsible or liable for injuries, death or other damage arising from the use of the open space.
2. Locations – The Thumb and Needle are two prominent climbing areas with multiple established routes. Local climbing groups and the Access Fund have conducted an inventory of fixed hardware with the intent to replace and update any unsafe and antiquated (more than 25 years old) hardware. Typically climbing instruction services and local climbing community members maintain and replace hardware as needed across the country. These two areas are predicted to remain popular for sport and traditional climbing. The Town will monitor these and other areas for potential negative impacts to the Conservation Values due to climbing activities. The Town may develop belay pads, identify staging areas, and construct sustainable access to routes to minimize these negative impacts to the Conservation Values of the property.

3. Guided Climbing Instruction- information to be added following the public meeting

*NOTES: Climbing instruction has been recommended to be part of the Thumb OS Plan by the Stakeholder Group. Climbing instructors can be helpful to keep the area clean and safe, promote leave no trace ethics and climbing best practices. Climbing instructors will be essential for safe participation by school groups, adaptive athletes and first-time climbers. Historically the area has been used by guides for school groups and private individual lessons. The Town has no intent to profit from Commercial Guiding at the Thumb OS.*

*Question for the Public: What types of climbing instruction should be allowed at the Thumb Open Space?*

*What are some benefits and challenges associated with allowing climbing instruction? Thoughts on strategies to mitigate those challenges.*

4. Bouldering- Thumb OS has many bouldering areas that have been historically used. Some are located along the current trail and others are located off-trail. The Town will monitor this activity and its impact to the Conservation Values of the Property. Depending upon impact, sustainable trails may need to be constructed, off trail use could be restricted, or some areas may need to be closed to bouldering.

## Hazard Assessment and Impacts

The Town contracted with Lithos Engineering for a rock fall study. Information will be added once the final document is received, this document will be attached upon receipt.

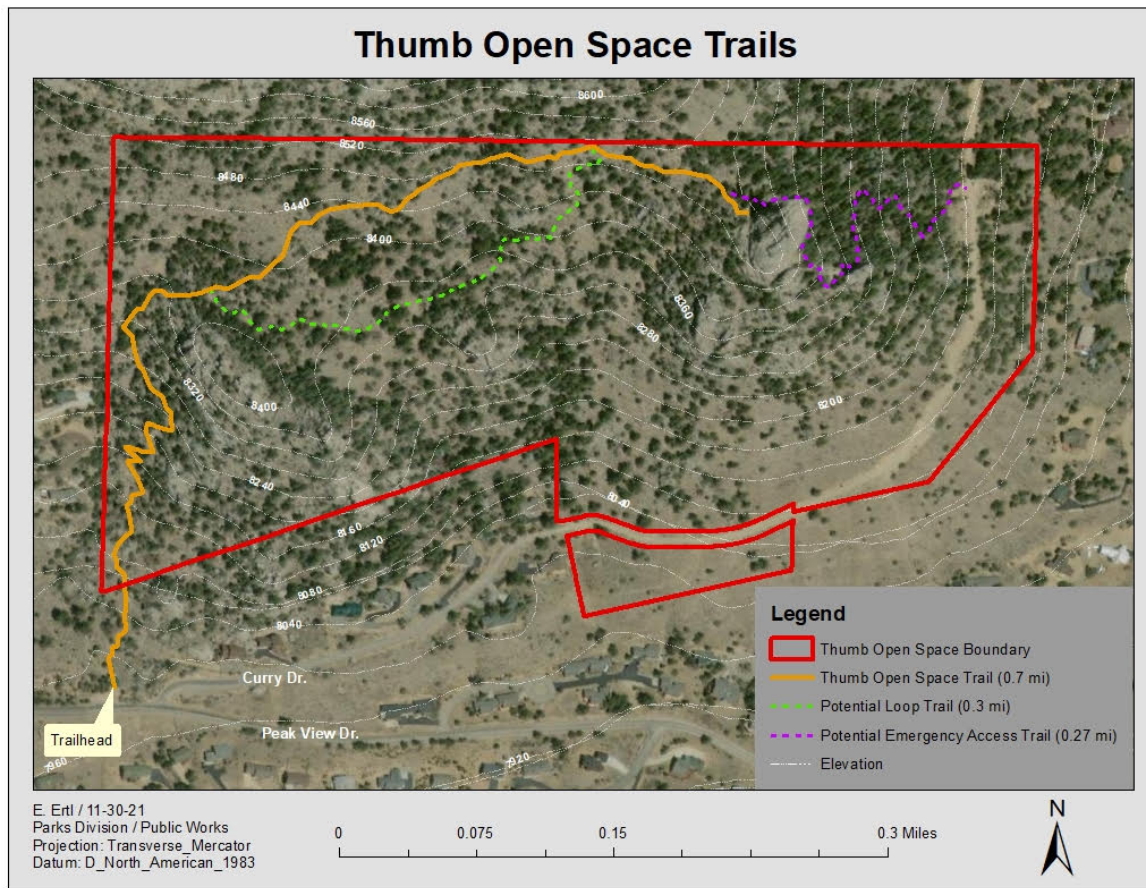
## Hiking

1. Platted Trail- The Platted Trail through Lot 1 of the Prospect Highlands subdivision will continue to be the main access point into the Thumb OS from Peak View Drive. See the illustration of this access point below.
2. Trail improvements- The trail through the Thumb OS has been improved and extended to the Thumb climbing area. The current trail length is 0.7 miles from the Peak View Trailhead to the base of the Thumb climbing area. These improvements make the trail potentially accessible to off-road wheelchairs and two-wheeled electric bikes for users with physical disabilities.
3. Future Trails- As stated above under Curry Drive Emergency Access, this emergency access area and future improved trails could benefit the community's younger school age groups and adaptive athletes by providing quick, direct access to the climbing features. These trails could be linked to the Platted Trail which serves the Thumb climbing area. Other trails around the climbing areas could be developed depending upon future needs to concentrate user traffic and lessen impacts to vegetation, wildlife habitats and reduce future erosion effects.

*NOTES: There is a possibility of adding a loop trail in the interior of the Thumb Open Space. The most logical area to do this is from the spur that goes to the Thumb climbing area, looping to the north and reconnecting to main trail further west (See Figure 5 below) If done, this trail will use 'best practices' to limit vegetation disturbance, preserve wildlife habitats and future erosion issues. Please see pages 19 – 20 of appendix \_\_\_\_\_, the Biological Report for details on how to protect the Property's wildlife and plant populations.*

*Is the added mileage worth the amount of habitat destruction? Other identified trails will take priority over this possible loop. No new destinations (views or climbing access) will be added with this trail. This trail will be closer to the Curry Drive lot lines with potential conflict to homeowners.*

**Figure 5. Thumb Open Space Potential Future Trail Map**



## Natural Resources Management

1. Per the Conservation Easement for the property: *The Town shall have the right to plant native trees, shrubs and grasses on the Property and to undertake weed mitigation activities on the Property as the Town, in its sole discretion, believes to be consistent with “best practices” and the Conservation Values of the Property;*
2. Noxious Weed Management – On all Town owned property, the Parks Division follows the State Noxious Weed Act recommendations for eradication, suppression and containment of all List A, B and C noxious weed species. Weed control efforts are subject to annual allocation of resources by the Town Board of Trustees.
3. Rare Plants – Through the Biological Assessment, two rare plants were identified on the Thumb OS property. Rocky Mountain Cinquefoil Hybrid (*potentilla hippiana* var. *effusa* x *Potentilla rupincola*) and Rocky Mountain Phacelia (*Phacelia denticulata*). Both are listed as State Imperiled (S2) under Colorado National Heritage Program’s (CNHP) listing criteria. Neither are listed as threatened or endangered under the Endangered

Species Act. While neither needed to be protected under Federal law, the Town will continue to treat them as rare and take steps minimize adverse impacts wherever possible. This will include avoiding areas for trail construction, transplanting outside of affected areas, seed extraction for growth, and continued monitoring of user impacts.

4. Hazard Trees and Disease Mitigation – The Town will remove any hazardous trees that are determined as such by the Town Arborist or his/her designee. Other dead trees will remain for habitat for birds and other animals. Trees that are determined to be infected with Mountain Pine Beetle will be removed per Town Ordinance No. 08-08.

## **Signage**

1. Trailhead Informational Sign – An informational sign/kiosk will be installed at the Peak View Trailhead. It will include a map of the property with identification markings, rules of the open space, hours of operation, leave no trace principles, historical information, and the Town’s Parks Supervisor contact information.
2. No Trespassing Signs – The Town will install No Trespassing signs (at approximately 1000 foot spacing) on all property boundaries to help inform visitors and warn the public against trespassing onto the surrounding private properties.
3. Informational Signs – The Town will use trail signage or directional signage throughout the Property and its trail system to educate the public of private properties, destination locations, and trail junctures. Future interpretive signage may be installed to inform users of historical use and or natural and environmental information.
4. Parking Enforcement Signs- The Town will install No Parking signs along the paved Curry Drive and the gravel Curry Drive sections.

## **Visitor and User Management**

1. Conservation Easement Restrictions:
  - a. Defacing Rocks – No chipping of rock or cutting of holds shall occur on the Property.
  - b. Other Recreation Activities – Consistent with the restrictions of the CE, see page \_\_\_\_\_ of Appendix \_\_\_\_\_, pertinent limitations on Property uses include no installation of rebar, pitons or fixed ladders to the rock, or use as a via ferrata, ropes course, zip line, bike skills course, or base jumping area.
  - c. Motorized Vehicles – All motorized vehicle use is prohibited by the CE, except as may be necessary for land maintenance, rescue, emergencies, law enforcement, and medical assistance of persons injured. Other powered devices which are used to assist people with mobility impairment caused by a physical disability are also

excepted as may be permitted in accordance with the Property's adopted Management Plan. See pages \_\_\_\_ of Appendix \_\_\_\_\_.

2. No overnight camping is permitted in the Thumb OS.
3. No open fires, no fireworks, no grilling, no outdoor cooking and no smoking will be allowed due to wildfire concerns.
4. No drones or other remote control flying devices allowed to protect the area wildlife.
5. No mountain bikes, eBikes or bicycles are allowed due to the small size of the property and the current trail constraints. *Both Battery and non-battery powered wheelchairs are legally allowed anywhere foot travel is allowed in public spaces; per the Americans with Disabilities Act (ADA) Title II, Sec 35.137.* This will include adaptive bikes, off-road wheelchairs and other powered mobility devices.
6. No discharging firearms per Town Ordinance No. 13-87.
7. No throwing of any objects such as hatchets, knives and sharp or blunt objects that would cause damage to the Property's natural resources, harm people or wildlife.
8. Hours of operation of the open space will be from sunrise to sunset
9. Dogs? Domestic Pets?

*NOTES: Should dogs be allowed on the property? Historically dogs have been allowed on the trail. Allowance for dogs brings the need for waste bag dispensaries and wildlife resistant trash receptacles. Dogs can have negative impacts on the property's wildlife. The Town's leash law will be enforced. There are not a lot of areas in the Estes Valley that allow dog walking on trails.*

10. Human Waste and trash receptacles- Leave No Trace principles shall be followed at all times on the Thumb OS. There will be wildlife resistant trash receptacle(s) located at the Peak View trailhead. No restroom will be provided at this time; however, the possibilities of providing a porta-potty or constructed vault toilet at the Peak View trailhead will be evaluated as usage is evaluated over time.

## **MONITORING**

### **Ecological Habitat**

### **Environmentally Sensitive Areas**

1. Rare plant species and noxious weeds – Educate users and trail construction crews about the appearance of rare plants (*Potentilla hippiana* var. *effusa* x *Potentilla rupincola* and *Phacelia denticulate*).
2. Avoid direct disturbance to rare plant populations and sensitive vegetation communities during trail construction if possible.
3. Stage climbing equipment away from any occurrences and demarcate the boundaries of the staging area to limit the area of impact.
4. Reroute trails, if possible, around and away from known sensitive plant populations.
5. Avoid soil disturbance within a five foot buffer of individual sensitive plants and communities.
6. Avoid stepping on or setting equipment on sensitive plants or in sensitive plant communities.
7. Provide directional signs on all trail, to encourage use of trails and discourage off-trail travel.

### **Invasive or Noxious Weeds**

Invasive species presence and spread reduces suitable habitat for native species including the rare plants found at the site. Invasive species, such as cheat grass, common mullein, and Canada thistle, are present on the Property, Biological Report, page \_\_\_\_\_, Appendix \_\_\_\_\_. A higher concentration of invasive plant species is present near the southwestern parking lot. The spread of invasive plants can be exacerbated by construction activities and increased visitation. Best Practices to reduce invasive species spread during use or construction include:

1. Clean equipment, clothing, shoes and pets before accessing the site.
2. Inspect personal or construction vehicles for weed contamination prior to the start of work and clean if necessary.
3. Limit hiking outside of the designated impact area.
4. Restrict activity in weed infested areas.
5. Educate the public on the identification of weeds located at the site.
6. Revegetate any disturbed areas with certified weed-free native seed mixes.
7. Monitor weed populations annually to ensure that weeds are not spreading outside of current locations.
8. Treat noxious weeds as needed.

9. Following trail construction, distribute signs and barriers on the property encouraging visitors to stay on the trail and discourage off-trail use.
10. Coordinate with CNHP or the Denver Botanic Gardens about studying the rare plants found on the Property.
11. Avoid new construction in sensitive areas, such as the wetland seep, the sensitive community (Ponderosa pine / wax currant forest), and the native grassland/shrubland found on the Property.

## **Wildlife Monitoring**

The Town may restrict or close climbing areas or any other areas in the open space at any time for any reason, including but not limited to raptor nesting, bat roosting, calving or fawn safety, spring mud season and other weather related issues.

### **Raptors**

A raptor monitoring program will be created for the Property using Town staff and volunteers. Start monitoring white wash areas and other potential nesting areas as early as January and ideally, monitoring would occur every one to two weeks and would continue into the summer. If raptor nesting is found:

1. Apply appropriate nest buffers to avoid impacts to nesting migratory birds during the nesting season.
2. Potentially close trails and climbing areas temporarily that are within the no disturbance buffers of active nests. Seasonal closure signs should be posted at the trailheads of affected trails and climbing areas.
3. Record any sightings or occurrences of peregrine falcon before any trail construction or improvements on climbing features.
4. Potentially delay construction if the species is seen acting territorial or aggressive towards construction crews.
5. If possible, gain access to the gated area north of the property to search for a peregrine falcon nest on the north side of Prospect Mountain.
6. Colorado Parks and Wildlife recommends avoiding construction activities within 0.5 miles of an active peregrine falcon nest from March 15 through July 31 (CPW 2020).

### **Owls**

Conducting owl surveys at the Property may be considered, especially if the flammulated owl, a sensitive species, is identified on the property. To conduct surveys, a qualified biologist would

walk a route and play flammulated owl calls throughout the Property with the hope the species will call-back. The Property contains good habitat for the sensitive species. A suggested survey protocol is the Partners in Flight Protocol that can be found online (Fylling et al. 2021; PIF WWG 2021).

## **Bats**

Bat roosts identified by Town staff, volunteers or the users of the area should be reported to the Town's Park Supervisor. The positive detection of bat species indicates the species are active at the Property during the summer months. Habitat for bat roosts is present in many areas of the Property. Further evaluation of where bat roosts are located could be conducted by identifying areas where impacts may occur and visually monitoring the locations just before sunset for bats exiting roosts. If an exact location of where bat roosts are located cannot be determined no action is required. If bat roosts are identified:

1. Implement seasonal or diurnal use restrictions at known rock crevice roosts during critical bat use periods.
2. Close climbing routes to recreational use from mid-October–mid March to protect hibernacula if conditions are warranted and from early May–late August to protect maternity colonies using shallow rock crevices.
3. Additional closures from late August–mid October may be needed if swarming behavior is occurring. The critical time periods of swarming behavior, hibernation and maternity activity may vary regionally.
4. Maintain tree snags and downed woody debris on Property to provide habitat for wildlife such as bats and cavity-nesting birds. Leave snags in clumped or clustered patterns across the landscape in all forest types to provide roosting habitat for bats.

White-nose Syndrome (WNS) could impact bat populations in the near future, as it spreads throughout the western US. Precautions should be taken about bat species that may hibernate at the site, especially since humans may interact with habitat for bat species, such as rock climbing faces. Contaminated equipment could introduce spores to habitat areas and infect bat species present. WNS decontamination protocols are provided by the White-nose Syndrome Response Team. Coordinate with the group “Climbers for Bat Conservation” to create a collaborative partnership between climbers using the Property and land managers, and to gain more information about bats using the Property (Climbers for Bat Conservation 2021). Encourage climbers to report bats to the organization through emailing [climbersforbats@colostate.edu](mailto:climbersforbats@colostate.edu). Land managers at the Town of Estes Park may directly coordinate with the organization to gain a better understanding of bat ecology and ways to collaborate with climbers by emailing [climbersforbats@colostate.edu](mailto:climbersforbats@colostate.edu). Potentially host a “bat outing” with biologists and climbers to find bats, potentially have handled bats, and discuss their ecology and natural history.



## Visitors and Users

Managing and monitoring off-trail use and social trail use will be conducted through the following methods:

1. The seven Leave No Trace Principles should be followed at all times on the Thumb Open Space Property. Plan Ahead, Travel on Durable Surfaces, Dispose of Waste Properly, Leave What You Find, Respect Wildlife, Be Considerate of Other Users and Minimize Campfire Impacts. As noted above NO campfires will be permitted on this property.
2. The new trail extension to the Thumb and Needle's climbing routes will all but eliminate off trail use to individuals looking to climb on those climbing features.
3. There are many social trails from the surrounding private properties that should be evaluated with potential mitigations measures to included but not limited to closing to revegetate, condensing multiple trails to one sustainable trail and monitoring to see if impacts continue.
4. Currently there are some social trails on the interior of the property. As the property is fully opened to the public, monitoring social trails will be very important and ongoing. It will be determined if these trails are intentional to destinations and whether these destinations are popular enough to add into the trail inventory with construction of sustainable trails.

## RESOURCES

### APPENDICES, ATTACHMENTS, EXHIBITS

- A. Thumb Property Baseline Biological Report dated July 30, 2021 by Collective Ecological Consulting, LLC
- B. Phase I Environmental Site Assessment dated June 15, 2020 by Terracon Consultants, Inc.
- C. Minerals Assessment dated June 19, 2020 by Terracon Consultants, Inc.
- D. Baseline Documentation Report for Thumb Open Space Conservation Easement dated May 26, 2021 by EVLT
- E. Restated Deed of Conservation Easement between the Town of Estes Park and the Estes Valley Land Trust, recorded on May \_\_\_\_, 2021 at Reception No. \_\_\_\_\_

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