



Town Board of Trustees Regular Meeting

Tuesday, January 13, 2026, 7:00 p.m.

Town Hall Board Room, 170 MacGregor Ave, Estes Park

Accessibility Statement

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Meeting Participation

This meeting will be streamed live and available on the Town YouTube page at www.estes.org/videos. Click on the following links for more information on [Digital Accessibility](#) and [Public Comment](#).

Agenda

Pledge of Allegiance

Agenda Approval

Public Comment

Town Board Comments/Liaison Reports

Town Administrator Report

Consent Agenda

1. [Expenditure Approval Lists – Bills](#)
2. Town Board Meeting and Study Session Minutes dated December 9, 2025
3. Planning Commission Minutes dated November 18, 2025 (acknowledgment only)
4. Resolution 01-26 Public Posting Area Designation
5. Resolution 02-26 Approving Compensation for Mall Road Water Loop Construction Easements, \$13,000, Budgeted
6. Resolution 03-26 Contract Renewal with The Car Park for 2026 Parking Management Services, \$440,000.00, Budgeted
7. Resolution 04-26 Contract with Maddison Mechanical, Inc for On-Call Plumbing Services up to \$100,000, Budgeted

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

Action Items

- 1. Ordinance 01-26 An Ordinance of the Town of Estes Park, Colorado, Acting By And Through Its Water Activity Enterprise, Authorizing the Execution and Delivery of a Second Amendment to Construction Loan Agreement and a Second Amended Construction Loan Note, Series 2022A and Other Documents Related thereto in Connection with Rebuilding and Improving the Water Distribution System of the Former Prospect Mountain Water Company; and Declaring an Emergency**

Presented by Director Zimmerman

Requesting a maturity extension for CoBank Loan Series 2022A, as USDA loan proceeds intended to refinance Prospect Mountain Systems Project are not yet available.

- 2. Ordinance 02-26 Amending Section 1.20.020 of the Estes Park Municipal Code to Ensure Town Penalties Conform to State Law**

Presented by Town Attorney Kramer

Reducing any Town fines that might otherwise be larger than now allowed by state law, under *In re People v. Camp*, 2025 CO 64.

- 3. Resolution 05-26 6E Expenditure to Fund Tuition Assistance through Estes Valley Investment in Childhood Success (EVICS) Family Resource Center**

Presented by Manager Bangs

Consider EVICS Family Resource Center's application for childcare tuition assistance funding in 2026.

- 4. Resolution 06-26 Reservation of Site Location for the proposed Kahuna Memorial Wildlife Safety Park**

Presented by Director Careccia

The Kahuna Memorial Project team seeks the reservation of Town-owned property for the location of the proposed park.

Request to Enter Executive Session

For a conference with a attorney for the Board for the purposes of receiving legal advise on specific legal questions – Section 24-6-402(4)(b) – The Town’s Role in Noise Regulation under State Law

Adjourn

Town of Estes Park, Larimer County, Colorado, December 9, 2025

Minutes of a Regular meeting of the Board of Trustees of the Town of Estes Park, Larimer County, Colorado. Meeting held in the Town Hall in said Town of Estes Park on the 9th day of December, 2025.

Present: Gary Hall, Mayor
Mayor Pro Tem Marie Cenac
Trustees Bill Brown
Mark Igel
Kirby Hazelton
Frank Lancaster
Cindy Younglund

Also Present: Travis Machalek, Town Administrator
Jason Damweber, Deputy Town Administrator
Greg White, Special Counsel
Bunny Beers, Deputy Town Clerk

Absent: Dan Kramer, Town Attorney

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

AGENDA APPROVAL.

It was **moved and seconded** (Cenac/Hazelton) **to approve the Agenda**, and it passed unanimously.

PUBLIC COMMENTS.

None.

TRUSTEE COMMENTS.

Board comments were heard and have been summarized: Sarah Leonard/Visit Estes Park (VEP) CEO started December 1st; the first draft of the VEP Marketing Advisory Committee guidelines were reviewed, a final draft review of the guidelines and the 2026 Budget would be forthcoming and public input was encouraged; VEP sponsored Sleigh the Games event would occur in December with different activities for each day with a local's discount; Deborah Gibson, VEP Board member had reached her term as a member and would be transitioning onto the Marketing Advisory Committee and was thanked for her service on the Board; the Restorative Justice Better to Go dinner fundraiser would take place on December 11th; the Region 2 Opioid Abatement Council 2025 Report was distributed and would be included in the meeting packet; at the VEP Board meeting Kyle Patterson/RMNP Public Affairs Officer presented information related to the Department of Interior information release on a fee increase for non-residents of the United States, the Moraine campground would be open to winter campers, and she promoted RMNP's wetland preservation efforts which are highlighted on a webinar available on their website; Breanne Edwards was identified as the new Estes Park Chamber of Commerce President; the Chamber would provide assistance to businesses as it relates to the Enterprise Zone Tax Credit; the Power and Communications crew's efforts in addressing impacts from the recent high wind event was recognized; appreciation was heard for the Post Office employees and the need for a new facility was mentioned; a ribbon cutting was held to celebrate the Creative Arts District designation; and support was heard on holding a study session on liaison responsibilities.

Trustee Brown spoke to an email sent to Director Moulton/Estes Park Housing Authority (EPHA) related to scheduling an executive session on Ballot Question 300. The exchange, available for review on the public email, gathered public input and concern related to Trustee Brown's role as a Trustee or Liaison to EPHA. He stated his concerns were focused on the impacts to the community and the Town's possible exposure to a lawsuit, and noted he would recuse himself from any EPHA discussions on Ballot Question 300.

TOWN ADMINISTRATOR REPORT.

Town Administrator Machalek also recognized the Power and Communications crew for their response to the wind outages. He thanked the Events staff and other Town staff for a great Catch the Glow parade and highlighted the amount of coordination it takes to produce this type of event.

CONSENT AGENDA:

1. Expenditure Approval Lists - Bills
2. Town Board Meeting and Study Session Minutes dated November 25, 2025
3. Resolution 101-25 Grant Agreement with the Colorado Department of Local Affairs for the Housing Planning Grant
4. Resolution 102-25 Grant Agreement with the Department of Local Affairs for the Child Care Planning Grant

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

ACTION ITEMS:

1. **ORDINANCE 19-25 AMENDING ESTES PARK MUNICIPAL CODE SECTION 13.24.120 REGARDING EXTRATERRITORIAL WATER SERVICE.** Mayor Hall opened the public hearing. Staff stated the ordinance included minor amendments to the extraterritorial requirements in the code. Ordinance 19-25 would amend the Estes Park Municipal Code requiring annexation for extraterritorial water service and assigns the Town Board as the decision maker to waive the annexation requirement. Staff recommended approval. Mayor Hall closed the public hearing and it was **moved and seconded** (Igel/Cenac) **to approve Ordinance 19-25**, and it passed unanimously.
2. **POLICY 403 ANNEXATION.** The Estes Forward Comprehensive Plan and the Strategic Plan identify adoption of an annexation policy as a recommended action and objective. The policy establishes priorities for considering annexations and would ensure annexation decisions align with the Town's comprehensive plan vision and themes for resiliency. Additionally, the policy outlines areas to guide decision making. The Board provided direction to staff at the September 30, 2025 and October 28, 2025 study sessions to draft an annexation policy for the Town. Policy 403 would provide high level guidance to the Town Board, staff, property owners, and community members regarding annexation factors to consider. Staff stated individual annexations could be considered for consistency with the policy, although the policy would not mandate the application meet any or all criteria in the policy or replace Town Board discretion. Senior Planner Hornbeck reviewed the goals and policy statements for natural environment, economy, housing, transportation and infrastructure. He reviewed enclave annexations and annexation of properties subject to pre-annexation agreements. The proposed policy addresses the possibility of the dissolution of a joint comprehensive plan with Larimer County, and notes the Town should initiate discussions on an intergovernmental agreement with Larimer County to ensure continued cooperation on development and annexation. Staff recommended approval of the policy.

Frank Theis/Town resident noted there was no mention on the assignment of zoning when annexations occur. Kristine Poppitz/County resident agreed with the previous comment and highlighted annexation and rezoning are separate processes.

Board comments have been summarized: questioned how zoning would be applied to annexed properties and it was suggested mentioning it in the policy; benefits of a growth management area and whether the Town should begin conversations with Larimer County; and the benefits of addressing zoning through the Development Code

re-write. Staff confirmed, the Board would have the responsible, at their discretion, to assign zoning to an annexed parcel within 90 days of annexation.

It was moved and seconded to approve Policy 403 with an amendment to section b. Built Environment to include: To the effect that zoning of annexed properties should (where feasible) either take the Town zoning closest to the existing County zoning or a zoning consistent with the Future Land Use map in the Comprehensive Plan, and no vote was cast as a substitute motion passed.

A substitute motion was made (Brown/Hazelton) **to approve Policy 403 as written**, and it passed with Trustee Igel voting “No”.

3. RESOLUTION 103-25 COYOTE RUN SUBDIVISION 2ND FILING FINAL PLAT.

Mayor Hall opened the public hearing. Staff presented Resolution 103-25, an application for a proposed final subdivision plat to create twelve lots in the R (Residential) zoning district. The Coyote Run Subdivision was approved by the Town Board in 2024 and created four lots. The presented application proposed subdividing Lot 4 into 12 lots. In June 2025, the Board approved the rezoning of Lot 4 from E-1 (Estate) to R (Residential) and on September 23, 2025 approved the preliminary plat. Staff stated the final plat was consistent with the preliminary plat, including density, open space and lot size. The application complied with the relevant standards and criteria and other applicable provisions of the code. Staff stated a traffic study was prepared and reviewed by staff with no adverse findings. Numerous public comments were received and the application was noticed according to Town requirements. Staff recommended approval of the final plat subject to the following conditions: lots 1-2 and 7-12 shall be subject to an amended deed restriction recorded with the final subdivision plat; and prior to recording, the plat shall be amended to add notes on lots 1-2 and 7-12 as follows: Lot Subject to Master Deed Restriction; See Surveyor’s Note #4. Frank Theis/applicant stated interest in changing the street name identified in the plat from Twin Ln as recommended by the Fire District to assist when responding to emergency calls. He referenced a public comment letter and a neighborhood meeting occurring the year prior where he confirmed his willingness to put in workforce house deed restriction on certain parcels; however, without any request to do so, the application proceeded as presented.

Public comments against the application were heard from Larry Bader/Town resident, Kristine Poppitz/County resident and Tom Kaszynski/County resident which have been summarized: questioned if the Town should continue down the path of sustainable eco-tourism or affordable tax subsidized deed restriction housing while striving to duplicate services already available along the front range; have not heard a resident or visitor talk about lack of services and a majority expressed interest to preserve Estes Park through the passing of Ballot Question 300; the importance in protecting valuable and fragile resources; interest in the deed restrictions being included as promised at the neighborhood meeting and quotes were read from said meeting; questioned how the application can be approved without the applicant doing what was promised; if everyone lived close to where they work, they would not have the traffic jams other large cities have; spoke regarding affordability; noted young people move more frequently; and comments were heard related to people who may not want to live in the community.

Public comments in support of the application were heard from Judi Smith/Town resident and Claire Molle/County resident which have been summarized: communities need young families and the project may accommodate those needs; the application appears to be a perfectly reasonable project; the Town depends on tourism and hospitality and the majority of those industry workers cannot afford the majority of available housing; in order for the Town to continue to thrive, they need to support the people who need or want to live here; a full robust community needs young and diverse families; to do anything which stops people from living here would be a disservice to the economy, the people who live and work here, and the businesses who thrive here; affordable housing supports those who work in the shops, restaurants, people who keep lights on, work at the rec center or keep the streets

clean; and projects that meet code requirements related to housing should be approved.

Board comments have been summarized: Value in standards for road names and the importance for safety and emergency services when seconds matter; through the failed passing of Ballot Question 301, the community voiced they want more workforce housing through density bonuses and the application appeared to be consistent with this effort; concerns the zoning may not be consistent with the neighborhood; and the importance in maintaining a balance with the demand of the community while providing affordable housing. Following Board comments, staff stated conversations can occur between the Town and the Estes Valley Fire Protection District regarding alternative options on the street name.

Town Clerk staff noted, public comment was received by email which was not placed at the dais prior to the meeting. Mayor Hall closed the public hearing. After the motion but prior to the vote, Trustee Brown requested the public comment be read into the record. It was **moved and seconded** (Lancaster/Hazelton) **to approve Resolution 103-25**, and it passed unanimously.

4. **RESOLUTION 104-25 SUPPLEMENTAL BUDGET APPROPRIATIONS #2 TO THE 2025 BUDGET.** Director Zimmerman presented the resolution to appropriate funding for grant awards, fleet welding tent, utility project closeouts, additional childcare subsidy grants, additional Prospect Mountain construction loan interest, Mrs. Walsh's Garden Pond project, other final year-end adjustments and to increase the full-time equivalent (FTE) count for a donation-funded Museum position. The total revised expenditures were identified at \$148,381,75. She reviewed the summary per fund for significant changes including: Mrs. Walsh's Garden Pond project funded entirely through restricted donations totaling \$98,626; the Workforce Housing and Childcare Fund totaling \$360,000 related to Consent Agenda approved DOLA grant funding, an increase to childcare assistance funds due to demand and \$10,000 in a donation from the Frozen Dead Guy Days event going towards ADA improvements at the Mountain Top Childcare facility; the Power and Communications fund reflected a decrease in expenditures due to lower than anticipated purchasing power supply costs at \$500,000; a decrease to the Water Fund totaling \$109,712 comprised of a decrease in purchasing of water, savings on personnel costs, and capital project closeouts; and the Fleet Maintenance Fund totaling \$53,000 toward the purchase of a welding tent and fume exhaust hood. One full-time equivalent change was proposed for a museum position and would be funded, \$90,000, through restricted donations from the Hondius Estate received in 2025, has no fiscal impact in 2025 and would be a future amendment to the 2026 budget. Due to USDA delays and the government shutdown, the Town does not have the refinancing into the USDA Direct Loan Program for the Prospect Mountain Waterline project. The Town can extend to December 2026 with no payment penalties. Staff requested the Mall Road project of \$4 million remain appropriated, with actual construction being delayed until funding has been secured. Staff stated the proposed budget amendment would maintain fund balance. It was **moved and seconded** (Younglund/Igel) **to approve Resolution 104-25**, and it passed unanimously.
5. **RESOLUTION 105-25 EXPEDITED REVIEW PROCESS FOR AFFORDABLE HOUSING PROJECTS.** Resolution 105-25 would allow an expedited review process for affordable housing projects in the Estes Valley to ensure compliance with Proposition 123. The Town affirmed its commitment to expanding affordable housing by opting into Proposition 123 following its approval in 2022. As a condition of participation, all enrolled communities are required to implement an expedited review process for qualified affordable housing projects formally adopted no later than December 31, 2026. Communities which finalize and adopt their process by the end of 2025 would be eligible to receive a \$50,000 incentive. Manager Bangs reviewed the definition of "affordable housing", application types and identified 50% of the total units in a project must be designated as affordable to qualify for the expedited review process. The Community Development Director or designee would review and determine which applications would be eligible. The policy would not create a right of approval for any development application, and only ensures timely review of the

affordable housing project. It was **moved and seconded** (Cenac/Brown) **to approve Resolution 105-25**, and it passed unanimously.

6. **GUIDING PHILOSOPHY FOR EVENTS.** At the November 25, 2025 study session, staff presented a draft guiding philosophy and received feedback from the Board which was incorporated in the master plan presented. The guiding philosophy would guide any policies which address events, as well as overall event operations based on community feedback and Board input. She reviewed the guide and the principles and requested Board direction. Board comments were heard and have been summarized: The Board commended the guide overall; clarity was requested on alcohol at events held in Bond Park and interest in limiting impacts to existing events; opportunity for bi-annual review with each newly seated Board; how events are currently planned and the impacts if the guiding philosophy was approved; and the possibility for staff to encourage alternate space at the time an applicant seeks to use Bond Park for alcohol related events. It was **moved and seconded** (Hazelton/Brown) **to approve the Guiding Philosophy for Events, amending Reserve Bond Park for Civic Uses/Support to include “Existing private events at Bond Park may remain at Town Board discretion, but may be offered or encouraged to pursue alternate Town locations”**, and it passed unanimously.
7. **2026 STRATEGIC PLAN ADOPTION.** The Town Board held two strategic planning sessions on March 13, 2025 and April 18, 2025. The 2026 provisional strategic plan was approved on May 27, 2025 and guided Town departments in the development of the 2026 budget. The plan prioritizes objectives to ensure adequate staff capacity and reduce potential engagement overload for residents. This results in a 25% reduction in the number of planned objectives in 2026 compared to 2025. Proposed changes from the provisional strategic plan included: Government Services and Internal Support Outcome Area, Objective 7.C.1 was updated to reflect staff would “Continue” to Digitize Community Development Planning and Zoning Records as records are voluminous and staff do not want to give any perception the digitization would be completed in 2026; Outstanding Guest Services Object 5 was removed since it did not receive funding through the budget process, and Objective 1.A.1 under Transportation was removed since there was no funding identified for this project though staff would be pursuing funding in 2026. It was **moved and seconded** (Cenac/Younglund) **to adopt the 2026 Strategic Plan**, and it passed unanimously.
8. **CLOSURE OF TOWN OFFICES ON DECEMBER 26, 2025.** Town Administrator Machalek stated a one-day gap exists in 2025 between December 24th and 25th Town holiday closures and the weekend of December 27th and 28th. He stated Fridays following major holidays are typically slow and he anticipated a low-demand day for non-emergency Town services. He requested the Board consider closing Town offices on December 26th to recognize employees for their efforts in 2025. Town Administrator Machalek was asked what the cost for providing the holiday would be, and he noted there was no direct cost, however, a productivity loss cost was estimated at \$62,400 or approximately \$343 per employee. Emergency services would operate normally and employees required to work on December 26th would receive one floating holiday to be used prior to December 31, 2026. Board comments have been summarized: The day between holidays may not be as productive as a non-holiday date; the approval of the item was a rare opportunity as a Board to show appreciation and recognition outside of the annual budget process; productivity cost as an element to consider may not be equivalent to the real designation of organizational health and wellbeing or seeing the benefits of offering the day off to staff; the day off may increase production and improve employee moral which cannot be measured; the money loss does matter as well as productivity in town government; and dates between holidays may not see as much customer traffic for services as other dates of the year. It was **moved and seconded** (Hazelton/Younglund) **to approve the closure of Town offices on December 26, 2025**, and it passed with Trustee Igel voting “No”.

REPORTS & DISCUSSION

1. **QUALIFIED EXEMPT CHILDCARE PROVIDER GUIDELINES.** Manager Bangs presented proposed guidelines which license-exempt childcare providers must adhere

to in order to be considered as a “qualified exempt” provider eligible for 6E Lodging Tax funds and requested Board input. The Town retains a percentage of 6E Lodging Tax revenue to address childcare initiatives through tuition assistance, provider grants, direct subsidies, and investment in childcare facilities and capital projects. This revenue would be available to unlicensed providers, license-exempt, who are seeking licensure through the Childcare Assistance application, Exhibit B in Town Policy 225: Childcare Funding Guidelines. Staff stated when reviewing the proposed policy updates in July 2025, the Town Board requested licensed-exempt childcare providers, or Family, Friend, and Neighbor (FFN) providers, be eligible for “Childcare Stability Initiative” funding. The guidelines do mirror existing framework under the Colorado Department of Early Childcare Education, Childcare Assistance Program (CCAP). Staff stated CCAP funding remains frozen, with no known unfreeze anticipated. The proposal would create a localized pathway for licensed-exempt providers in the Estes Valley, enhances efficiency and clarity in local funding administration, establishes accountability through verified safety and training, supports equity by expanding access to informal care funding opportunities and supports families and caregivers. Manager Bangs outlined the application process which was similar to the CCAP process and includes a completed Qualified Exempt Provider application, successful completion of all required background checks, and the applicant must demonstrate compliance with required safety standards. It was clarified the applicant would go through the qualification process every two years, if family dynamics change, the provider moves or there are additional individuals added to the home. She provided additional details related to required background checks and childcare abuse and neglect records check. She stated Estes Valley Investment in Childhood Success (EVICS) and other organizations provide opportunities to meet the safety standards requirements. She reviewed stakeholder feedback and mentioned EVICS stated interest in being the organization which handles the application process though they preferred not to conduct home inspections due to liability concerns and recommended maintaining a similar process as CCAP should funding ever be unfrozen. It was mentioned the term Qualified Exempt Provider was similar to the state’s term which may cause confusion on which level someone meets requirements. The Board requested more detail on the home inspection, what it would entail, who would conduct the inspection, and who would pay for staff time. The Board spoke regarding the pros and cons of the Town managing the process or conducting the inspection, avoiding any confusion for provider qualifications, and highlighted children safety as of the utmost importance. Staff would take the input received in the meeting and bring forward a final draft at a future meeting.

REQUEST TO ENTER EXECUTIVE SESSION:

It was moved and seconded (Hazelton/Brown) to enter into executive session to discuss purchase, acquisition, lease, transfer or sale of any real, personal, or other property interest - Section 24-6-402(4)(a), C.R.S., and for a conference with an attorney for the Board for the purposes of receiving legal advice on specific legal questions - Section 24-6-402(4)(b), C.R.S. - Potential Locations and Real Property Transactions Alternatives for Relocation of the Police Department, and it passed unanimously.

Mayor Hall adjourned the meeting at 9:47 p.m. to enter into Executive Session.

The Board concluded Executive Session at 10:31 p.m.

Whereupon Mayor Hall adjourned the meeting at 10:31 p.m.

Gary Hall, Mayor

Bunny Victoria Beers, Deputy Town Clerk

RECORD OF PROCEEDINGS

Town of Estes Park, Larimer County, Colorado December 9, 2025

Minutes of a Study Session meeting of the **TOWN BOARD** of the Town of Estes Park, Larimer County, Colorado. Meeting held at Town Hall in the Board Room in said Town of Estes Park on the 9th day of December, 2025.

Board: Mayor Hall, Mayor Pro Tem Cenac, Trustees Brown, Hazelton, Igel, Lancaster and Younglund

Attending: Mayor Hall, Mayor Pro Tem Cenac, Trustees Brown, Hazelton, Igel, Lancaster and Younglund

Also Attending: Town Administrator Machalek, Deputy Town Administrator Damweber, Special Counsel White, and Recording Secretary Stoddard Cameron

Absent: None

Mayor Hall called the meeting to order at 4:00 p.m.

2025 PARKING YEAR-END REVIEW. Manager Klein provided a report on the 2025 Paid Parking Program and presented the Public Works staff recommendations for the 2026 Paid Parking Program. Adopted objectives of the program included encouraging local economic development and the use of public transportation, maintaining adequate turnover and availability of parking spaces, and reducing traffic congestion. During a 150 day period from May 23, 2025, through October 19, 2025, parking fees were charged in 682 spaces, equating to roughly 31% of available spaces, generating \$818,458.75 in revenue. Surplus revenue of \$85,000 would be added to the Parking Fund. It was reported that peak occupancy for free lots averaged 75% while peak occupancy for paid parking lots averaged 94%. The Events Center Parking Lot's 444 spaces were excluded from the presented dataset as they skewed the down-town occupancy figures. Manager Klein noted that an occupancy rate exceeding 85% creates a psychological perception of a full lot for users, acknowledging the need for additional parking solutions. In 2025, weekday occupancy averaged roughly 68% while weekend occupancy averaged roughly 76%. Paid parking space users paid for two (2) hours or less 72% of the time, with 10% of users staying four (4) hours or longer, and a reported 5% of transactions were made to lengthen parking duration. It was noted that construction caused significant lapses in occupancy, particularly in the Baldwin Parking Lot. Manager Klein acknowledged significant field work had been performed by staff to assist visitors in finding free parking spaces, obtain feedback on the current parking program, and educate through additional signage and facility maps. Constituent and visitor feedback was obtained through several channels, including an end-of-season survey. Of 1,500 respondents, 86% held a "Local 2-Hour Permit", 49% rated their experience with permit registration as "very positive". Improvements requested by respondents included the extension of parking time for locals, further clarification of lot eligibility and signage, improvement to the renewal and registration process, more parking availability, and free or reduced parking opportunities for downtown employees. Public Works staff offered the following recommendations for the 2026 year: implement Phase 3 of the Downtown Parking Management Plan (DPMP); expand the program to all downtown lots; limit the use of "Employee Permits" in the busiest lots on weekends; and implement demand-based pricing on the weekends in the core of downtown. Staff would bring forward the 2026 Paid Parking Program and permit fees on March 10, 2026.

Board discussion ensued and has been summarized: Questioned whether users preferred the payment portal, mobile application, or parking lot kiosks for their transactions; what the average duration of stay was for those using paid spots; how stay duration could be increased, and whether the data illustrated peak occupancy times

throughout the day; and debated the decision to exclude the Events Center Parking Lot data from the parking statistic figures in the presentation, noting how great the effect on reported averages would be.

DEVELOPMENT CODE UPDATE: RESIDENTIAL HOUSING TYPOLOGIES. Eric Khrongold, Senior Associate with Design Workshop, and Philip Supino of Headwaters Community Planning presented the current challenges, applicability, importance, community feedback and framework regarding code updates for residential housing typologies. Current challenges acknowledged included limited buildable land, steep and rocky terrain, environmental risk factors such as fire and flood, low accessory dwelling unit (ADU) production, seasonal housing demand, aging housing stock, and affordability of housing given limited supply and challenging development conditions. Mr. Khrongold noted that updates to the code addressing some of these challenges could support workforce retention, strengthen property rights for owners, improve the community's walkability, preserve character, reduce development barriers, and encourage incremental context-sensitive solutions. Community and staff input was gathered and demonstrated a broad interest in greater diversity in housing supply, protecting ridgelines and open space, and a strong preference for smaller lots rather than taller buildings. General disinterest in large complexes, and reductions on lot size for estate zones were also expressed. Additionally, a desire for clearer, more flexible development standards and streamlined processes were reported to be expressed by developers. They recommended the addition of both mixed-use and parks to zoning districts as a response to stakeholder's desire for mixed-use development in certain areas. It was noted that code changes would not alter current floor-area ratios as changes in height are not desired. Additionally, the current private open area requirement would not be altered as it was deemed "low" as compared to similar municipalities. Existing minimum required lot standards could be decreased for residential zones allowing lot splits, leading to increased housing stock over time. Direction was requested from the board on whether lowering lot size requirements was favorable. Adjustments to setback requirements were also offered, including a proposed five (5) foot reduction to current standards. Examples of lesser setbacks in Telluride were presented to demonstrate aesthetics. A reduction on required parking spaces was proposed. It was noted that current parking space requirements are standard when compared to similar municipalities, although it was reported that current multi-family standards could allow reduced parking spaces on site to increase the number or size of residential units. The use of planned unit developments (PUDs) was encouraged to introduce mixed-use sites and illustrate flexible zoning-. It was noted that while PUDs incentivize creativity and more efficient land use, they provide little regulatory clarity and can create more work for staff.

Board discussion ensued and has been summarized: Expressed desire for limitations on housing density in combination with decreasing the minimum lot size of estate parcels to help ease Estes Park's wealth inequality gap; noted the communities direct opposition to decreasing minimum estate lot size; acknowledged that survey input likely came from residents living in a diverse range of housing in regards to zoning, lot size, and property value; opposed extreme increases in housing density; concern was raised about the potential increased risk of fire in areas with high building concentration; acknowledged the value in maintaining large estate lots in relation to community character; rejected a reduction on setback requirements for estate zones; expressed a desire to minimize personal vehicle use in favor of public transportation systems; advocated for small incremental changes to the Development Code; approved the implementation of PUDs; questioned whether the use of tiny homes could be applicable and opted to focus on clarifying regulation surrounding accessory dwelling units (ADUs) instead; and acknowledged seasonal housing and affordability concerns.

TRUSTEE & ADMINISTRATOR COMMENTS & QUESTIONS.

None.

FUTURE STUDY SESSION AGENDA ITEMS.

It was requested and determined that a study session regarding a proposal to update the wildlife habitat assessment be presented by the Estes Valley Watershed Coalition was approved and scheduled for January 13, 2026, and a Big Horn Parking Lot Update to be presented by Whimsadoodle Inc. was approved, unscheduled.

There being no further business, Mayor Hall adjourned the meeting at 5:58 p.m.

Sarah Stoddard Cameron, Recording Secretary

DRAFT

Town of Estes Park, Larimer County, Colorado, November 18, 2025

Minutes of a Regular meeting of the **ESTES PARK PLANNING COMMISSION** of the Town of Estes Park, Larimer County, Colorado. The meeting was held in the said Town of Estes Park on November 18, 2025.

Commission: Chair Charles Cooper, Vice Chair David Arterburn, Dick Mulhern, Chris Pawson, Julie Phares

Attending: Commissioners Cooper, Arterburn, Mulhern, Pawson, Community Development Director Steve Careccia, Senior Planner Paul Hornbeck, Town Attorney Dan Kramer, Recording Secretary Karin Swanlund

Absent: Phares

Chair Cooper called the meeting to order at 1:30 pm. There were approximately 25 people in the audience.

INTRODUCTIONS

Commissioners and staff introduced themselves.

AGENDA APPROVAL

It was moved and seconded (Arterburn/Mulhern) to approve the agenda. The motion passed 4-0.

CONSENT AGENDA

1. Planning Commission Meeting Minutes dated September 16, 2025

It was moved and seconded (Arterburn/Mulhern) to approve the consent agenda. The motion passed 3-0 with Pawson abstaining.

ACTION ITEMS:

1. Establishment of Zoning Elkhorn Lodge Phase II Senior Planner Hornbeck

Planner Hornbeck reviewed the staff report and the required steps in the annexation process. The applicant, East Avenue Development, LLC, requests annexation of a 40-acre property and establishment of 'A' Accommodations/Highway Corridor zoning. The property's current zoning within Larimer County is Estes Valley Rural Estate (EV RE). Such zoning permits low-density single-family residential development, with a maximum density of 1 unit per 2.5 acres. Surrounding properties have a variety of residential and industrial zoning. Staff asked the Planning Commission to provide a recommendation to the Town Board on whether the requested 'A' Accommodations/Highway Corridor zone district is appropriate. If deemed appropriate, then staff recommended the conditions provided below be included with the recommendation:

1. Future development of the site shall generally be consistent with the concept plan attached hereto.
2. A maximum of 290 accommodation units and 25 employee housing/dormitory units shall be allowed.
3. A minimum of 10 employee housing or dormitory units shall be provided on-site.
4. Improvements to Elm Road from the end of the paved roadway to the property boundary shall be constructed in accordance with Town and/or Larimer County standards.

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5. The proposed main road internal to the project (and extending offsite to both West Elkhorn Avenue and Moraine Avenue) shall be platted as a public street and designed and constructed to minor collector street standards.
6. The owner shall design and install warranted improvements to the intersection of Moraine Avenue and Elm Road in accordance with CDOT and Town standards.
7. Bicycle and pedestrian facilities to ensure safe pedestrian and bicycle connectivity to and through the property shall be designed, located, and constructed in accordance with Town of Estes Park standards to the satisfaction of the Public Works Department. Bicycle and pedestrian facilities shall extend offsite to West Elkhorn Avenue within the right-of-way or within a pedestrian easement dedicated to the public.
8. The owner shall make trail improvements and dedicate trail easements in accordance with the Estes Valley Master Trails Plan. Exact alignment of trails shall be determined at the time of a Development Plan in a manner approved by the Town that discourages access to Rocky Mountain National Park or other private properties. Signage shall be placed to discourage access to the Park or other private properties, as appropriate.
9. The owner shall apply the best management practices identified in the Colorado Parks and Wildlife letter dated March 11, 2025.
10. Owner shall provide a Wildlife Conservation Plan concurrently with the Development Plan application in accordance with the requirements of Development Code Section 7.8. Such Plan found to be adequate by the Decision-Making Body shall become binding upon the property.
11. A minimum 80-foot-wide buffer/wildlife movement corridor shall be provided along the perimeter of the site and shall generally remain natural, free of any buildings or parking lots. Roads and trails as depicted on the concept plan or otherwise approved by the Town shall be allowed. Other limited improvements may be approved by the Town if it can be demonstrated that the overall purpose and function of the buffer are maintained.
12. Lighting shall follow Dark Sky best practices, including regulations on shielding, height, color, brightness, and time of operation.
13. Building architecture and design shall be consistent with Historic Elkhorn Lodge and Elkhorn Suites, including similar materials, colors, and a common design aesthetic.

DISCUSSION:

Vice Chair Arterburn asked several questions, which the applicant and staff subsequently answered. Utilities would be provided at the developer's expense. The property lies within two sanitation districts, with a preference for connecting to the southern district. It was confirmed that both the main road and Elm Road would be paved. Other items discussed

Planning Commission – November 18, 2025 – Page 3

included whether the site's steep roads had been evaluated, whether the minor road supports the Town's multimodal transportation plan, how traffic would be managed on a public road, and how the proposal aligns with the Comprehensive Plan's lower-intensity A-1 designation. Arterburn also asked—and received confirmation—that the five-month construction window recommended by Colorado Parks and Wildlife would be followed where feasible.

Chair Cooper shared his concerns about the traffic study and the increased traffic of a new connection between West Elkhorn and Moraine, which appears to be a collector street. He also confirmed that the request was for a maximum of 280 units, plus an additional 10 employee units.

Commissioner Mulhern asked about the variance requests, with the maximum grade limit of 8% but requesting 12%. Trevor Wittwer, Town Engineer, responded that to get the lower-grade, curvature of the road would be needed. Answering Mulhern's question, Hornbeck stated that approximately 20 acres will be left untouched, and the developed area is approximately 50%.

Commissioner Pawson asked for confirmation that the March 11, 2025, letter from Colorado Parks and Wildlife regarding a meeting with the developer was carried out.

Justin Mabey, owner/representative of East Avenue Development, spoke about the development plan, noting that they have been working on this project for 4 to 5 years and are preserving more of the site than initially anticipated. The first phase of the Elkhorn Lodge project is expected to begin vertical construction in the spring, with hopes of opening by 2027. Their overall vision is to create a multigenerational destination where families can return year after year, honoring the property's history while looking toward the future, all while minimizing roads and reducing environmental impacts.

Jon Romero, consultant for the project, reviewed the four key areas involved in the annexation and rezoning process, emphasizing ongoing engagement with both the community and Town staff. He explained that annexation is supported by the Comprehensive Plan and clarified the difference between A and A-1 zoning, noting that the proposal includes approximately 290 units—well below the maximum allowed under A zoning. He also addressed questions about the road being public, stating that the Town is requiring public access, and explained how the design addresses site slopes, including compliance with Fire Department approvals. A 12% grade was incorporated in response to Town feedback. The developer is open to improvements on the road, but these will have to be negotiated with CDOT. View corridors from multiple directions were shown, along with a review of the three criteria required for project approval.

East Ave has also purchased a hotel in Town to provide employee housing and plans to offer transportation to the site for workers. The project will be completed in phases rather than all at once. A PUD overlay may be considered to help meet the 13 required conditions. Communication with the County has not yet occurred, and the applicant stated they will not begin those discussions unless this plan, both the annexation and rezoning, is not approved, as they prefer to remain under the Town's jurisdiction.

PUBLIC COMMENT:

Town and County residents speaking against the requested establishment of zoning:

Mary Lamy, Bill Brown, Gerald McDorman, Joan Hooper, Rich Morrison, Helen Morrison, Jim Fisherkeller, Gina Stein, Kristine Poppitz, Peter Arcidiacano, Tom Kazynsky, Katlyn Reeves, Brad Nielsen

Concerns raised by the public included traffic impacts, effects on wildlife, light pollution, and the creation of "ribbons of roads" throughout the site. Others mentioned issues

Planning Commission – November 18, 2025 – Page 4

related to multi-use trails, potential spot zoning, and the zoning designation of Parcel #2. Additional concerns focused on the safety of the proposed road grading, the project's overall purpose, the creation of low-paying jobs, and the belief that revenue generated would not stay in Estes Park. Several commenters stated that the appropriate zoning should remain low-density residential. Questions were also raised about the developer's track record from Phase I, the increased fire risk, the potential for permanent changes to the area's character, and the lack of clear community support.

Chair Cooper asked if the owner plans to rezone the additional 3 acres to place the existing cabins. Planner Hornbeck stated that it was not tied to this application, although the applicant has expressed a desire to do that. Neighbors of the project living on Rock Ridge Road indicated that the Conservation easement of adjacent properties on Rock Ridge includes one 9-acre lot that is not included, but 100 acres are.

Pawson noted that skipping over a zone is not good practice. He reiterated the need for a wildlife study, stated that the disadvantages outweigh the advantages, and expressed concerns about ridgeline protection.

Mulhern stated that the developers have produced good plans for this property, and perhaps two 100-room hotels might have less impact than the possibility of 80+ residential units that could be developed under the current zoning. He also noted that many properties have been removed from the rental pool due to the Estes Park Housing Authority's purchases, and this would aid in replacing them.

Arterburn's concerns were that this is not a balanced effort, given what surrounds it, and the road is a problem.

It was moved and seconded (Arterburn/Pawson) to forward to the Town Board a recommendation not to approve the requested 'A' Accommodations/Highway Corridor zone district should the property be annexed. The motion passed 3-1, with Mulhern voting no.

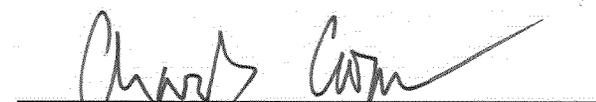
DISCUSSION ITEMS:

Director Careccia discussed the Development Code update. No code writing has taken place yet. Community Engagement has been good, and reports will be available soon.

There are two items on the agenda for the December 16 meeting.

With no further business, Chair Cooper adjourned the meeting at 3:05 pm.


Karin Swanlund, Recording Secretary


Chuck Cooper, Chair

RESOLUTION 01-26

PUBLIC POSTING AREA DESIGNATION

WHEREAS, section 24-6-402(2)(c) of the Colorado Revised Statutes requires a municipality to designate a public place to post notices of its meetings, and encourages the posting place to be on a public website of the Town; and

WHEREAS, the Town designates the www.estes.org/boardsandmeetings page of the Town's website as the public place for Posting Notices of Town Meetings through this Resolution 01-26; and

WHEREAS, in the event of a power or internet outage, the Town designates the main entrance to Town Hall as the Public Place for Posting Notices of Town Meetings.

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

That the www.estes.org/boardsandmeetings page of the Town's website is hereby designated as the Public Place for Posting Notices of Town Meetings. In the event the Town is unable to post a notice online in exigent or emergency circumstances such as a power outage or an interruption in internet service that prevents the public from accessing the notice online, notices may be posted at the main entrance of Town Hall, located at 170 MacGregor Avenue, Estes Park, Colorado.

DATED this 13th day of January, 2026.

TOWN OF ESTES PARK

Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:



Town Attorney



Memo

To: Honorable Mayor Hall & Board of Trustees

Through: Town Administrator Machalek

From: Jacqueline Wesley, P.E., Project Manager

Reuben Bergsten, Director

Greg White, Special Counsel

Department: Utilities

Date: January 13, 2026

Subject: Resolution 02-26 Compensation for Mall Road Water Loop
Construction Easements, \$13,000, Budgeted.

Type: Resolution

Objective:

Improve water quality and reliability while being good stewards of financial resources by obtaining Town Board authorization to compensate the APC Crocker Ranch LLC for easements to locate a new water line for the Mall Road Water Looping Project.

Present Situation:

The design for the Mall Road Waterline Looping project is complete, and the project is ready to advertise for bids. Our engineering firm conducted a comparative analysis of potential pipeline routes across the Big Thompson River. The consultant proceeded with a scour analysis of the leading alternative to validate the preferred alternative as the superior river crossing. This resulting alignment represents the most constructable option, offering the least cost and minimal environmental impact.

The identified route requires a permanent and temporary construction easement from the APC Crocker Ranch LLC. We reviewed the route alternatives with the property owners' representative, and they requested \$18,600 to cover legal and administrative costs. Per Town Policy 226, "Acquisition, Retention, and Disposal of Real Property,"

staff had an appraisal completed, which valued the easement at \$3,212. We shared the appraisal and Town Policy with the Crocker Ranch representatives, who then reduced their request to \$13,000, demonstrating they are good neighbors and in support of the project. Per Policy, the final decision-making authority rests with the Town Board.

Proposal:

Staff propose the Town Board authorize payment in the amount of \$13,000 for the temporary and permanent easements required for the installation of the Mall Road Waterline Project on the Crocker Ranch property.

Advantages:

- Acceptance of the revised request will allow the project to move forward
- The revised requested compensation for the easements is less than would be required to either redesign the pipeline alignment, which would also add significant construction costs
- The revised requested easement compensation avoids the consideration of condemnation and associated costs to acquire the easement, which is the most technically and financially feasible route

Disadvantages:

No disadvantages have been identified.

Action Recommended:

Authorize the acceptance of the revised easement compensation proposal and authorize the signing of the easement agreements with Crocker Ranch.

Finance/Resource Impact:

The current budget has suitable funds to pay for the requested easement compensation.

Current Impact: 503-7000-580.35-54 MALLRO, \$3,860,927 as of 12-18-25

Future Ongoing Impacts: None.

Future Impacts: This is not expected to significantly impact future costs.

Level of Public Interest:

Low.

Sample Motion:

I move for the approval/denial of Resolution 02-26

Attachments:

1. Resolution 02-26 Authorizing Easement Acquisition
2. Grant of Utility Easement
3. Grant of Temporary Easement
4. Easement Appraisals, Greg Wilde

RESOLUTION 02-26

**APPROVING COMPENSATION FOR MALL ROAD WATER LOOP
CONSTRUCTION EASEMENTS**

WHEREAS the Town Board has approved and appropriated funds for the design and construction of the Mall Road Waterline per Resolutions 07-24, 83-25 and 104-25; and

WHEREAS, the best route for the pipeline requires the obtaining of temporary construction and a permanent easement through a portion of APC Crocker Ranch LLC property; and

WHEREAS, the property owner requested compensation for its legal and administrative costs associated with the grant of easements in the amount of \$13,000.

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

The Town Board hereby approves compensation to the property owner in the amount of \$13,000 for the granting of the temporary construction and the permanent easements; and authorizes staff to execute the final easements with the property owner.

DATED this 13th day of January, 2026.

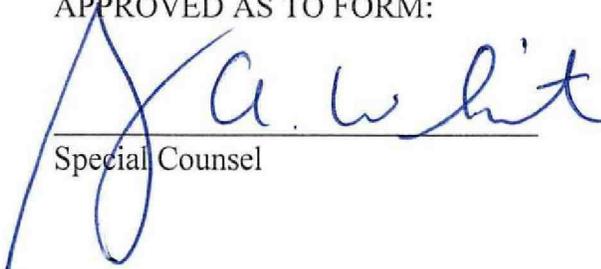
TOWN OF ESTES PARK

Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:



Special Counsel

GRANT OF UTILITY EASEMENT

THIS GRANT OF UTILITY EASEMENT is made this ____ day of _____, 2026, by and between _____ (“Grantor”), whose address is _____, and the TOWN OF ESTES PARK, COLORADO, a Colorado municipal corporation (“Town”).

WITNESSETH:

FOR GOOD AND VALUABLE CONSIDERATION, the adequacy and receipt of which is hereby acknowledged, Grantor has this day bargained, sold, conveyed, transferred, and delivered unto the Town, its successors, and assigns, in perpetuity, an exclusive easement in, over, under, through, and across the real property described below for purposes of constructing, repairing, replacing, relocating, inspecting, operating, maintaining, marking by suitable markers set and maintained in the ground, and accessing Town-owned utility systems across, through, upon, over and under the real property described below; provided, however, that the Town shall make every effort reasonable to restore the ground surface to its prior condition after any disturbance of such surface. The term “Town-owned utility systems,” as used herein, shall include above and below ground wires, lines, cables, ducts, conduits, pipes, pumps, pedestals, risers, poles, vaults, manholes, fire hydrants, ditches, culverts, inlets and any other equipment, appurtenances, and structures associated with electric, water, communications, and stormwater systems that are owned and operated by the Town.

The term “exclusive easement” means: that Grantor is prohibited without prior written approval from the Town from constructing or placing on any part of the easement any fence or gate, building, above or below ground utility systems, appurtenances, trees, shrubs or vegetation not owned or maintained by the Town, or any other permanent or substantial structure, or in any way modifying the Town-owned utility systems or their lateral or subjacent support. The Town shall be permitted to immediately remove without liability for damages any obstruction prohibited by this easement that interferes with the Town’s access to the Town-owned utility systems or impairs the Town’s full free use and exercise of the easement. The Grantor covenants and agrees to cause the easement area and any improvements installed thereon other than the Town-owned utility systems, to be maintained and kept, at its sole cost and expense, in good condition and state of repair.

Together with the right to enter upon said premises, survey, construct, maintain, operate, control and use said utility facilities and to remove any objects interfering therewith, including reestablishing drainage contours, trimming and removal of bushes, trees and other vegetation, and the right to permit the construction, operation and maintenance of utility facilities of a separate utility, whether or not owned by the Town. The Grantor reserves the right to cultivate, use and occupy said premises for any purpose consistent with the rights and privileges above granted. The Grantor agrees to indemnify and hold harmless the Grantee and its officers and employees from any and all suits, claims, damages, liability or court awards, including costs and attorney fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone including but not limited to any person, firm, partnership or corporation in connection with or arising from Grantor’s use, maintenance, or operation of the easement area or any or all of its improvements installed thereon.

TOWN OF ESTES PARK:

By: _____

Print Name: _____

Title: _____



Job No.: 100578.00
FILE: Y:\Survey\100578.00-Mall Road Water Line\Office Data\DWGS\Exhibits & Property
Descriptions\PE-2.docx
Date: April 8, 2025

EXHIBIT A
PROPERTY DESCRIPTION

APC Crocker Ranch, LLC.
Permanent Easement

A portion of a parcel of land described in Special Warranty Deed recorded August 7, 2017, at Reception No. 20170052595 in the Larimer County Clerk and Recorder's Office, being in the Northeast Quarter of Section 29, Township 5 North, Range 72 West of the 6th Principal Meridian, County of Larimer, State of Colorado, being more particularly described as follows:

COMMENCING at the Bureau of Reclamation Corner AP25, being monumented by a found 2-1/2" diameter brass cap stamped "BUREAU OF RECLAMATION T5N R72W S29 AP25 BLM 1953" flush with the surface, whence the Bureau of Reclamation Corner AP24, being monumented by a found 1" diameter iron pipe with a 2-1/2" diameter brass cap stamped "BUREAU OF RECLAMATION T5N R72W S29 AP24 BLM 1953" 0.2' below the surface, bears N87°31'16"E a distance of 569.39 feet;

THENCE N54°23'45"E a distance of 705.44 feet to a point on the westerly line of said Special Warranty Deed, said point being the **POINT OF BEGINNING**;

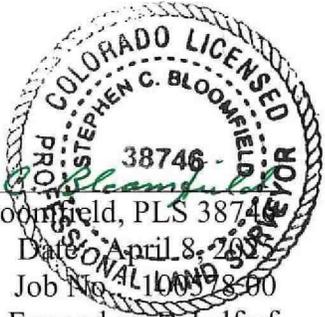
THENCE along the westerly and northwesterly lines of said Special Warranty Deed the following two (2) courses:

1. N00°48'36"E a distance of 217.75 feet;
2. THENCE N52°47'33"E a distance of 31.73 feet;

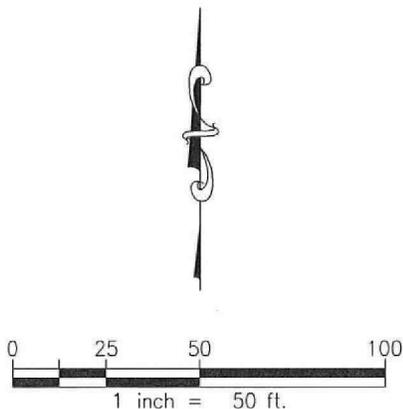
THENCE S00°48'36"W along a line being 25.00 feet easterly of and parallel with said westerly line of Special Warranty Deed a distance of 228.65 feet

THENCE S71°44'07"W a distance of 26.45 feet to the **POINT OF BEGINNING**.

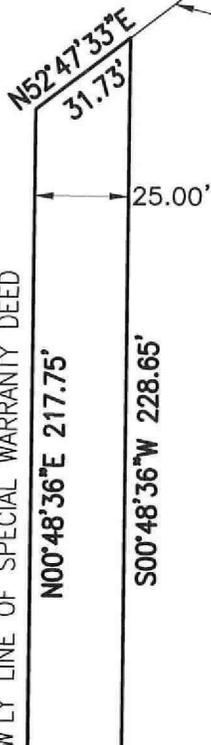
Containing 5,580 square feet (0.128 Acres), more or less.


Stephen C. Bloomfield
Stephen C. Bloomfield, PLS 38746
Date: April 8, 2025
Job No. 100578.00
For and on Behalf of
Merrick & Company

NOTE: This exhibit does not represent a monumented survey. It is intended only to depict the attached description.



MALL ROAD



NW'LY LINE OF SPECIAL WARRANTY DEED



Stephen C. Bloomfield, No. 38746
 Date: April 8, 2025
 Job No.: 100578.00
 For and on behalf of
 Merrick & Company

SPECIAL WARRANTY DEED
 REC# 20170052595
 RECORDED 08/07/2017

APC CROCKER RANCH, LLC.
 PERMANENT ESMT
 AREA=5,580 SQ FT
 (0.128 ACRES) ±

NORTHEAST QUARTER
 SECTION 29
 TOWNSHIP 5 NORTH
 RANGE 72 WEST
 6TH P.M.

S71°44'07"W 26.45'
 POINT OF BEGINNING

N54°23'45"E 705.44'

BASIS OF BEARINGS:
 N87°31'16"E 569.39'

POINT OF COMMENCEMENT
 BUR. OF RECL. S29 AP25
 FOUND 2-1/2" DIA. BRASS CAP
 STAMPED "BUREAU OF RECLAMATION
 T5N R72W S29 AP25 BLM 1953"
 FLUSH WITH SURFACE

BUR. OF RECL. S29 AP24
 FND. 1" DIA. IRON PIPE WITH A
 2-1/2" DIA. BRASS CAP STAMPED
 "BUREAU OF RECLAMATION
 T5N R72W S29 AP24 BLM 1953"
 0.2' BELOW THE SURFACE

MERRICK PROJECT NO.	100578.00
CLIENT PROJECT NO.	-
REVISION DESCRIPTION	

DRAWN SCB DATE 04/08/2025 SCALE 1" = 50'



MERRICK®

5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111

SECTION 29, T.5N., R.72W., 6TH P.M.
 ESTES PARK, LARIMER COUNTY
 STATE OF COLORADO

TITLE:
 PERMANENT EASEMENT
 APC Crocker Ranch, LLC.

REVISION:	DRAWING NO. 100578.00_MALL RD-C083-NF_{mod}	SHEET NO. 2 of 2
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GRANT OF TEMPORARY EASEMENT

THIS GRANT OF TEMPORARY EASEMENT is made this ____ day of _____, 2026, by and between _____ (“Grantor”), whose address is _____, and the TOWN OF ESTES PARK, COLORADO, a Colorado municipal corporation (“Town”).

WITNESSETH:

FOR GOOD AND VALUABLE CONSIDERATION, the adequacy and receipt of which is hereby acknowledged, Grantor has this day bargained, sold, conveyed, transferred, and delivered unto the Town, its successors, and assigns, a temporary exclusive easement in, over, under, through, and across the real property described below to provide construction access for purposes of constructing, repairing, replacing, relocating, inspecting, operating, maintaining, marking by suitable markers set and maintained in the ground, and accessing Facilities, as described below; provided, however, that the Town shall make every effort reasonable to restore the ground surface of the real property to its prior condition after any disturbance of such surface. The easement shall begin on the date set forth above and shall terminate on December 31, 2026. The term “Facilities,” as used herein, shall include underground water pipeline and associated appurtenances including but not limited to fittings, encasement, valves, and restraints.

The term “exclusive easement” means: that Grantor is prohibited without prior written approval from the Town from constructing or placing on any part of the easement any fence or gate, building, above or below ground utility systems, appurtenances, trees, shrubs or vegetation not owned or maintained by the Town, or any other permanent or substantial structure, or in any way modifying the construction access to the Facilities. The Town shall be permitted to immediately remove without liability for damages any obstruction prohibited by this easement that interferes with the Town’s access to the Facilities or impairs the Town’s full free use and exercise of the easement.

As part of this Grant of Temporary Easement, Grantor grants the Town the right to enter upon said premises, survey, construct, maintain, operate, control and use said Facilities and to remove any objects interfering with construction access, including reestablishing drainage contours, trimming and removal of bushes, trees and other vegetation, and the right to permit access for the construction, operation and maintenance of Facilities of a separate utility, whether or not owned by the Town. The Grantor agrees to indemnify and hold harmless the Grantee and its officers and employees from any and all suits, claims, damages, liability or court awards, including costs and attorney fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone including but not limited to any person, firm, partnership or corporation in connection with or arising from Grantor’s use, maintenance, or operation of the easement area or any or all of its improvements installed thereon.

The easement hereby granted, situated in Larimer County, Colorado, is described as follows:

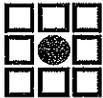
Exhibit A – Easement Description AND Granting Property Legal Description

TOWN OF ESTES PARK:

By: _____

Print Name: _____

Title: _____



Job No.: 100578.00
FILE: Y:\Survey\100578.00-Mall Road Water Line\Office Data\DWGS\Exhibits & Property
Descriptions\TE-2.docx
Date: April 8, 2025

EXHIBIT A
PROPERTY DESCRIPTION

APC Crocker Ranch, LLC.
Temporary Easement

A portion of a parcel of land described in Special Warranty Deed recorded August 7, 2017, at Reception No. 20170052595 in the Larimer County Clerk and Recorder's Office, being in the Northeast Quarter of Section 29, Township 5 North, Range 72 West of the 6th Principal Meridian, County of Larimer, State of Colorado, being more particularly described as follows:

COMMENCING at the Bureau of Reclamation Corner AP25, being monumented by a found 2-1/2" diameter brass cap stamped "BUREAU OF RECLAMATION T5N R72W S29 AP25 BLM 1953" flush with the surface, whence the Bureau of Reclamation Corner AP24, being monumented by a found 1" diameter iron pipe with a 2-1/2" diameter brass cap stamped "BUREAU OF RECLAMATION T5N R72W S29 AP24 BLM 1953" 0.2' below the surface, bears N87°31'16"E a distance of 569.39 feet;
THENCE N57°15'43"E a distance of 681.16 feet to a point on the westerly line of said Special Warranty Deed, said point being the **POINT OF BEGINNING**;

THENCE N00°48'36"E along said westerly line of Special Warranty Deed a distance of 42.32 feet;

THENCE N71°44'07"E a distance of 26.45 feet to a line 25.00 feet easterly of and parallel with said westerly line of Special Warranty Deed;

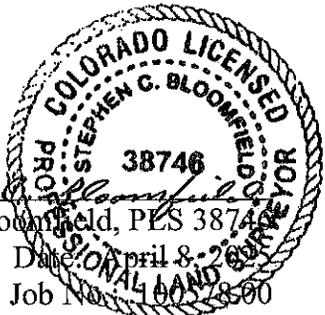
THENCE N00°48'36"E along said parallel line 25.00 feet easterly of and parallel with Special Warranty Deed a distance of 228.65 feet to the northwesterly line of said Special Warranty Deed;

THENCE N52°47'33"E along said northwesterly line of Special Warranty Deed a distance of 50.77 feet to a line 65.00 feet easterly of and parallel with said westerly line of Special Warranty Deed;

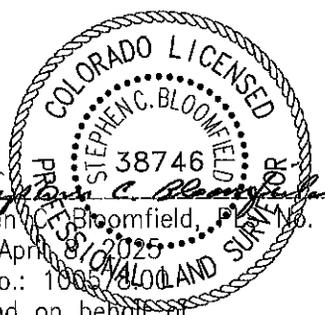
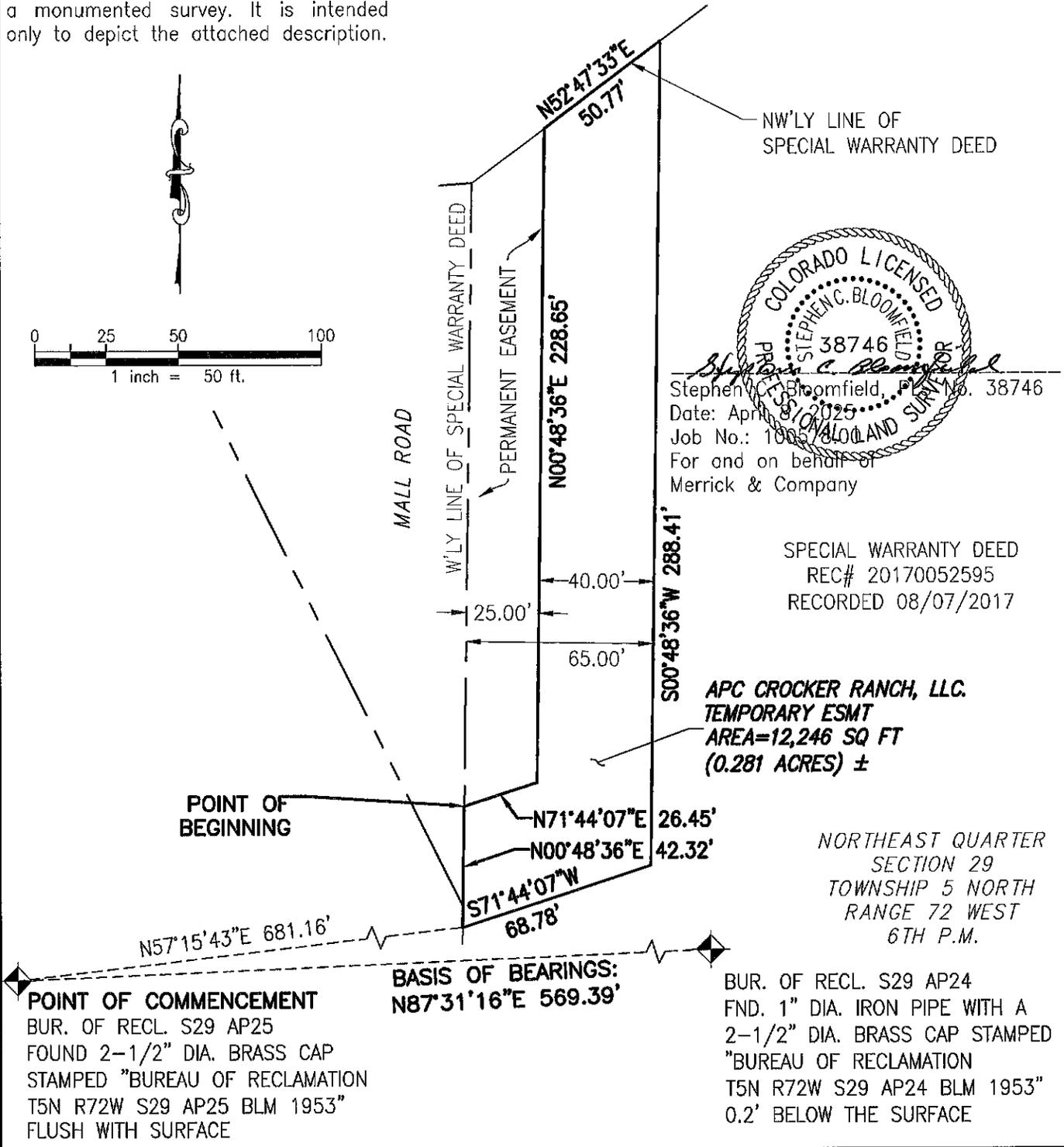
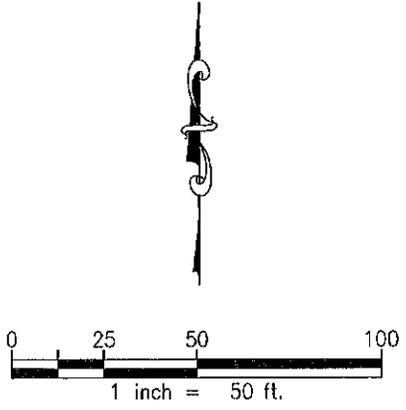
THENCE S00°48'36"W along said parallel line 65.00 feet easterly of and parallel with the westerly line of Special Warranty Deed a distance of 288.41 feet;

THENCE S71°44'07"W a distance of 68.78 feet to the **POINT OF BEGINNING**.

Containing 12,246 square feet (0.281 Acres), more or less.


Stephen C. Bloomfield
Stephen C. Bloomfield, P.E. 38746
Date: April 8, 2025
Job No. 100578.00
For and on Behalf of
Merrick & Company

NOTE: This exhibit does not represent a monumented survey. It is intended only to depict the attached description.



Stephen C. Bloomfield, P.S. No. 38746
 Date: April 8, 2025
 Job No.: 100578.00
 For and on behalf of
 Merrick & Company

SPECIAL WARRANTY DEED
 REC# 20170052595
 RECORDED 08/07/2017

APC CROCKER RANCH, LLC.
 TEMPORARY ESMT
 AREA=12,246 SQ FT
 (0.281 ACRES) ±

NORTHEAST QUARTER
 SECTION 29
 TOWNSHIP 5 NORTH
 RANGE 72 WEST
 6TH P.M.

POINT OF COMMENCEMENT
 BUR. OF RECL. S29 AP25
 FOUND 2-1/2" DIA. BRASS CAP
 STAMPED "BUREAU OF RECLAMATION
 T5N R72W S29 AP25 BLM 1953"
 FLUSH WITH SURFACE

BASIS OF BEARINGS:
 N87°31'16"E 569.39'

BUR. OF RECL. S29 AP24
 FND. 1" DIA. IRON PIPE WITH A
 2-1/2" DIA. BRASS CAP STAMPED
 "BUREAU OF RECLAMATION
 T5N R72W S29 AP24 BLM 1953"
 0.2' BELOW THE SURFACE

MERRICK PROJECT NO.	100578.00
CLIENT PROJECT NO.	-
REVISION DESCRIPTION	
DRAWN	SCB
DATE	04/08/2025
SCALE	1" = 50'
MERRICK®	
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111	

SECTION 29, T.5N., R.72W., 6TH P.M. ESTES PARK, LARIMER COUNTY STATE OF COLORADO		
TITLE:		
TEMPORARY EASEMENT APC Crocker Ranch, LLC.		
REVISION:	DRAWING NO.	SHEET NO.
	100578.00_MALL RD-C083-NF_[mod]	2 of 2

Attachment 4

File No. Mall Road water line

**EMINENT DOMAIN
REAL PROPERTY APPRAISAL REPORT OF A
PROPOSED PARTIAL TAKING OF LAND FOR
PERMANENT WATER LINE EASEMENT AND
TEMPORARY CONSTRUCTION EASEMENT
LOCATED ALONG THE WEST PROPERTY LINE
NEAR THE 2300 BLOCK OF MALL ROAD
EXTENDING NORTH OF THE BIG THOMPSON RIVER
ESTES PARK, COLORADO**

PREPARED FOR AND INTENDED USER OF APPRAISAL:

Ms. Jacqueline Wesley, P.E.
Estes Park Project Manager-Utilities
1360 Brook Drive, Estes Park, Co. 80517

INTENDED USE:

Good Faith Negotiations with Property Ownership:
APC Crocker Ranch, LLC

PREPARED BY:

Gregory Wild
Gregory Wild, LLC
Certified General Appraiser
5600 West U.S. Highway 34
Loveland, Colorado 80537
(970) 669-6266 wild@netscape.com

PROJECT:	Estes Park public water line extension
FEE OWNERSHIP:	APC Crocker Ranch , LLC
LOCATION:	Along near the east side of Mall Road extending approximately north of the Big Thompson River along the subject properties western property line to an adjacent north parcel under the ownership of the Upper Thompson Sanitation District.

INTEREST TO BE ACQUIRED:	Permanent Water Pipeline Easement and Temporary Construction Easement
APPRAISER:	Gregory Wild CG.1313917
DATE OF VALUATION	April 30, 2025
DATE OF REPORT	Current as of April 30, 2025

File No. Mall Road water line

Gregory Wild
Certified General Appraiser
5600 West U.S. Highway 34
Loveland, Colorado 80537
(970) 669-6266 wild@netscape.com

April 30, 2025

Ms. Jacqueline Wesley, P.E.
Estes Park Project Manager-Utilities
1360 Brook Drive
Estes Park, Co. 80517

Re: Real property appraisal of a proposed partial taking of land for an underground public water line affecting an unimproved parcel of land containing approximately 126 acres located along the east side of Mall Road, south of U.S. Highway 34, and north of U.S. Highway 36 within the unincorporated area of the Estes Park community.

Dear Ms. Wesley,

At your request and authorization I have prepared this eminent domain appraisal for a proposed underground water line easement with an effective date of April 30, 2025. The purpose and intended use of this appraisal is to estimate the amount of just compensation for the proposed partial taking of land for a permanent water pipeline easement and temporary construction easement. The subject property affected by the eminent domain taking is an unimproved parcel of land containing approximately 126 acres. The property being identified as the subject property is a portion of a larger tract of land that according to public records has over 300 acres. The northern most portion of this larger parcel is located along the west side of Highway 34. This portion of the larger parcel contains approximately 10 acres being separated by the highway. The southern portion of the larger parcel is located along the south side of U.S. Highway 36 containing approximately 171 acres. Total parcel area including the identified subject property at 126 acres, north parcel at 10 acres, and the south parcel 171 acres for an approximate total of 307 acres. According to public records there are no improvements on the parcels.

I understand that this appraisal report and current value estimates may be used on your behalf in good faith negotiations with property ownership. I understand that this report, analysis, supporting documentation, and opinions of value may be used as the basis for future court testimony, if necessary.

My estimate of reasonable market value and compensation are subject to definitions, stated or implied assumptions, limiting conditions, and certification of value included in the appraisal report. This appraisal report has been prepared with the intent of meeting guidelines and requirements of the Uniform Standards of Professional Practice.

File No. Mall Road water line

Parcel Compensation Estimates

**2300 block of Mall Road, Estes Park
April 30, 2025**

Item:	Area Square feet	Fair Market Value per Square feet	Per Portion	Affected	Fee Value
					Estimated compensation amount
Permanent Water Pipeline Easement	5,580	\$35,000/acre or \$0.80 per SF	\$4,464	50%	\$2,232
Temporary Construction Easement	12,246	\$35,000/acre or \$0.80 per SF	\$9,797	10%	\$980
Total Estimate of Just Compensation					\$3,212

If you should have any questions in relation to the value estimates or the attached appraisal report please advise.

File No. Mall Road water line

Executive Summary

Project : 25' wide underground proposed water main pipeline easement to be acquired by the Town of Estes Park

Project Parcel Number:
Larimer County Parcel #: portion of 2529000001
Name of Owner: APC Crocker Ranch , LLC
Names of Tenants: na
Address/Location: no number assigned approximately 2300 block of Mall Road located to the east of the right of way for Mall Road to the north of the Big Thompson River extending to the south property line of the adjacent north parcel that is under the ownership of the Upper Thompson Sanitation District.

Project Location: permanent main water line easement is along the subject parcels western property line with the temporary easement adjacent and south of the proposed permanent easement. Both easements being at or near the west property line north of the Big Thompson River.

Owner Present at Inspection: no
Property Interest Appraised: fee simple
Effective Appraisal Value April 30, 2025
Date:
Date of Appraisal Report: April 30, 2025
Summary of Environmental concerns: Appraisal is being made subject to no adverse environmental impacts on the subject parcel or adjacent parcels by the condemning entity.

Subject Parcel Land/Site Area: Based on public records and on site observations the subject parcel is an unimproved parcel of land. While a part of a 307 acre parcel both the northern and southern portions of the total property area are separated by two U.S. Highways.

Owner or Tenant Occupancy: na
Owner Off-Premise Sign Site: na
Owner Improvements: none
Owner Fixtures: na
Owner Trade Fixtures: na
Owner On Premise Signs: none
Subject Use History: To the appraiser's knowledge the subject property has been a part or segment of the APC Crocker Ranch . According to public records under the ownership name of APC Crocker Ranch , LLC there are six Larimer County parcel numbers ranging in parcel size from 10 to over 400 acres totaling over 1,200 acres. All six parcels have contiguity to one or more of the parcels. Two of the parcels are improved, one of which was built in 1873.

Subject 5 Year Sales History: Last recorded sale was in August 2017 from Hannah H. Bowton and Henriques C. Hamilton to APC Crocker Ranch , LLC. Reception Number: 20170052595 at a recorded sales price of \$550,000.

Zoning: Larimer Estes Valley Estate E-1
External Market Influences:
Highest and Best Use: Before and After Taking: potential development and annexation into the Town of Estes Park.

CERTIFICATION OF APPRAISER
East side of Mall Road approximately
Half mile south of U.S. Highway 34

Project : Installation of a Public Main Water Line

Location: east side of Mall Road north of Big Thompson River
extending north to south property line under
ownership of Upper Thompson Sanitation District.

Owners of Record: APC Crocker Ranch , LLC

The appraiser certifies that to the best of his knowledge:

1. The appraiser has never prepared or offered real estate services on the subject property.

2. All photographs and sale or listing confirmations were taken by and made by the appraiser signing this report unless noted otherwise.

3. The appraiser has prepared appraisal reports on similar type properties to the subject within the Northern Colorado region on a regular basis for over the last forty years. Based on that working experience and by completing continuing education classes and seminars it is the belief of the appraiser that he was competent to prepare this appraisal report to estimate the current market value of the subject property and to make an estimate of just compensation for the proposed partial taking of land for a permanent water line easement and a temporary construction easement. As of the date of this report I have completed the requirements of the continuing education program of the Board of Real Estate Appraisers, State of Colorado.

4. The appraiser has no present or prospective interest or bias with respect to the subject matter or the parties involved.

5. The appraiser has made physical observations of the subject parcel.

6. Any increase or decrease in the reasonable market value of the real property appraised caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project, other than physical deterioration within the reasonable control of the owner, was disregarded in this appraisal (Colorado Jury Instructions-Civil 4th, 36: & 24-56-117 (1) (c), C.R.S.; and 49 CFR & 24.103(b)). This is also known as the Project Influence rule and is a Jurisdictional Exception Rule to USPAP Standards Rule 1-4(f).

7. The appraiser certifies that to the best of his knowledge the analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Uniform Standards of Professional Appraisal Practice. To the best of the appraisers knowledge no portion of the value assigned to the property consists of items which are non compensable under established State Law.

8. The use of this report is subject to the requirements of the Board of Real Estate Appraisers State of Colorado, Department of Regulatory Agencies relating to review by its duly authorized representatives.

9. All conclusions and opinions concerning the real estate set forth in this appraisal were prepared by the appraiser signing this report. No change of any item in this appraisal report shall be made by anyone other than the appraiser. The appraiser shall have no responsibility for any such unauthorized change. No one provided significant real property appraisal assistance to the person signing this report.

10. The appraiser's compensation was not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, or the attainment of a specific result. The appraisal assignment was not based on a requested minimum or maximum value, or a specific valuation.

11. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and is the appraiser's personal, unbiased professional analyses, opinions, and conclusions.

12. The effective date of the appraisal and valuation estimate is April 30, 2025.

13. Based upon my independent appraisal and the exercise of my professional judgment, my compensation estimate for the partial taking of land for the permanent water line easement and the temporary construction easement are as follows:

Permanent Water Line Easement:	Land Area: 5,580 SF x
Land Value Estimate: \$35,000/43,560 =	\$0.80 SF x 50% = \$2,232
Temporary Construction Easement:	Land Area: 12,246 SF x
Parcel Value: \$35,000/43,560 SF =	\$0.80 SF x 10% = \$980

Total Estimate of Just Compensation: \$3,212

Gregory Wild
CG 1313917

Aerial Map Subject Property

Client	Ms. Jacqueline Wesley, P.E.				
Property Address	2300 block of Mall Rd				
City	Estes Park	County	Larimer	State	CO Zip Code 80517
Appraiser	Gregory Wild				

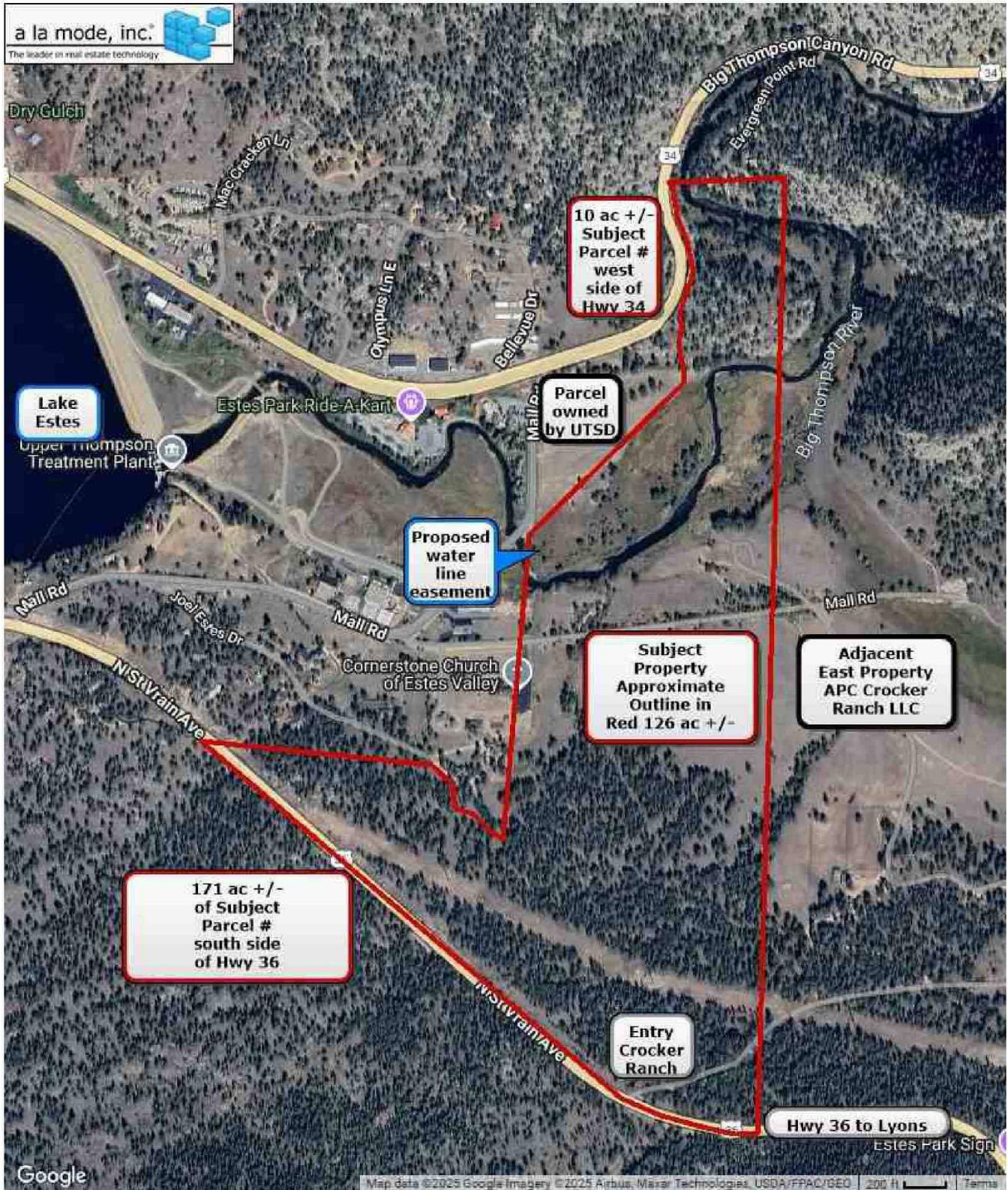


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PART 1: Appraisal Assignment and Scope

Appraisal Assignment

Definition of Reasonable Market Value

Property Rights Appraised

Ownership

Effective Date of Appraisal

Market Conditions

Scope of the Appraisal Assignment

Limiting Conditions Specific to Assignment

Appraisal Assignment

The purpose of this appraisal is to estimate the amount of just compensation for the partial taking of land from the subject property for an underground water pipeline to be acquired by the Town of Estes Park, hereafter referred to as the condemning entity. Compensation is for the water pipeline easement and a temporary construction easement. The portion of the subject parcel that is being impacted by the proposed easement is an area 25 feet in width along or near the west property line extending north to the adjacent north property that is under the ownership of the Upper Thomson Sanitation District. According to documents submitted to the appraiser the total land area impacted by the permanent water line easement is 5,580 square feet. The improvement project is a main water public pipeline servicing the Town of Estes Park. In addition to the permanent water line easement being sought the condemning entity is seeking a temporary construction easement adjacent along the east side of the permanent easement. An exact date of construction commencement has not been provided to the appraiser.

Definition of Reasonable Market Value

Colorado eminent domain proceedings use the following jurisdictional definition of reasonable market value:

" means the fair, actual , cash market value of the property. It is the price the property could have been sold for on the open market under the usual and ordinary circumstances, that is, under those circumstances where the owner was willing to sell and the purchaser was willing to buy, but neither was under an obligation to do so. "

Property Rights Appraised

Property rights appraised in the taking of private property are based the in fee simple interest of the portion of the property to be taken. The appraiser has not been furnished a title insurance policy.

Ownership

According to public records the subject property is under the ownership of APC Crocker Ranch , LLC.

Effective Date of Appraisal

The effective date of this appraisal and value estimate is current as of April 30, 2025. Physical observations of the portion of the subject property were made on two occasions , one with representatives of Estes Park on February 10, 2025 and on March 30, 2025. Primary preparation and research of relevant data took place during various periods of February to April 2025.

Market Conditions

Market conditions for real estate as of April 2025 have been fairly stable. Prior to the escalation of mortgage interest rates in July of 2022 the general real estate market had been appreciating. According to local MLS data for the general Estes Park mail area for the last three years the market for detached single family homes has been stable. During the period from 1/1/2022 to 1/1/2023 there were 184 sales with an average price of \$928,000 and a median price of \$831,000. The following year, 1/1/2023 to 1/1/2024 the number of home sales declined to 161 or percentage decrease of 14%. The average sales price also showed a slight decrease to \$900,000 or less than 5%. During the current period of 1/1/2024 to 1/1/2025 the number of sales at 158 was similar to the prior year. The average sale price showed a slight increase of less than 1%. Based on MLS data the overall residential market for Estes Park appears stable.

MLS data related to land sales were limited. The majority of sales were for parcels of land in less than 10 acres in size. During the period 1/1/2022 to 1/1/2023 there were 17 sales the largest of which was a 40 acre parcel of land that included three divided parcels. In 2023 there were 15 unimproved lot sales the largest of which was 131 acres that sold for \$2,950,000 or \$22,500 per acre. During the period of 1/1/2024 to 4/1/2025 there were 17 unimproved parcel sales the largest parcel being 40 acres that sold for slightly over \$10,000 per acre.

The only land sale within the Estes Park area that appears somewhat comparable to the subject property was the 131 acre parcel that sold in 2023 at slightly over \$20,000 per acre.

Estes Park MLS Residential Sale Statistics

Cumulative Comparative Market Analysis

Status	Count	Total Price	High Price	Low Price	Avg Price	Median Price	ADTO/ADOM/ACDOM
Active	0						
Taking Backup Offers	0						
Sold	158	\$143,033,355	\$2,350,000	\$250,000	\$905,274	\$809,000	55/89/109
Withdrawn	0						
Expired	0						
Pending	0						
Coming Soon	0						
ALL	158	\$143,033,355	\$2,350,000	\$250,000	\$905,274	\$809,000	55/89/109

Listings included in this report are selling at an average of 97% of listing price.

Above: detached single home sales from 1/1/2024 to 1/1/2025
average price \$905,274, median price \$809,000

Below: detached single family home sales from 1/1/2023 to 1/1/2024
average price: \$899,716, median price: \$807,500.

Cumulative Comparative Market Analysis

Status	Count	Total Price	High Price	Low Price	Avg Price	Median Price	ADTO/ADOM/ACDOM
Active	0						
Taking Backup Offers	0						
Sold	161	\$144,854,303	\$2,725,000	\$326,000	\$899,716	\$807,500	33/61/72
Withdrawn	0						
Expired	0						
Pending	0						
Coming Soon	0						
ALL	161	\$144,854,303	\$2,725,000	\$326,000	\$899,716	\$807,500	33/61/72

Listings included in this report are selling at an average of 98% of listing price.

Below: detached single family home sales from 1/1/2022 to 1/1/2023
average price \$928,146, median price \$831,000

Cumulative Comparative Market Analysis

Status	Count	Total Price	High Price	Low Price	Avg Price	Median Price	ADTO/ADOM/ACDOM
Active	0						
Taking Backup Offers	0						
Sold	184	\$170,778,889	\$3,000,000	\$200,000	\$928,146	\$831,000	29/59/66
Withdrawn	0						
Expired	0						
Pending	0						
Coming Soon	0						
ALL	184	\$170,778,889	\$3,000,000	\$200,000	\$928,146	\$831,000	29/59/66

Listings included in this report are selling at an average of 99% of listing price.

Scope of Work

- * Discussions with clients as to the appraisal assignment. The clients of this report are the condemning entity, the Town of Estes Park. An on site meeting was conducted with two representatives of Estes Park on February 10, 2025. Primary photographs of the subject property were taken on that date and again on March 30, 2025.
- * Conduct physical on site observations of the subject property.
- * Review public records in relation to the subject property as to site size, topography, zoning, real estate taxes. Research sales and listing history of the subject property through the Multiple Listing (MLS).
- * Review regional data for the subject's area in relation to the Estes Park area and surrounding areas.
- * Conduct initial market sales research to ascertain what type of market data was available to prepare a credible appraisal and value estimate for the subject property.
- * Observed development trends in the general Estes Park area and nearby surrounding areas.
- * Analyze regional, city, and neighborhood data as it may pertain to the appraisal assignment.
- * Analysis of the subject property as to the physical, functional, and any external influences that may affect valuation estimates.
- * Sales and listings were primarily researched from the local MLS system known as IRES and internet sales and listing services. Sales data was also researched from Larimer County public records. The appraiser signing this report confirmed all sale and listing data with either parties involved with the transaction or with a real estate agent unless otherwise noted. Sales data as reported were also verified with public records.
- * Review of Documents: Proposed water line easement being sought by the Town of Estes Park.

LIMITING CONDITIONS AND ASSUMPTIONS
AS THEY PERTAIN TO THE SUBJECT PROPERTY

The following limiting conditions specifically apply to the appraisal assignment. The reader of this report is advised to thoroughly read the appraisal report including addendum sections for any additional stated or implied assumptions or conditions. This appraisal report has been requested by the Town of Estes Park to assist in good faith negotiations with property ownership for a proposed permanent main water line easement along the western portion of an unimproved parcel of land containing approximately 126 acres.

1. Information pertaining to the subject parcel were based on physical observations of the site and public information.
2. The value estimate for the property is current as April 30, 2025.
3. The value estimated is for the partial taking of land for a permanent easement to be acquired by the town of Estes Park.
4. To the appraiser's knowledge there are no soil contamination problems on the subject site or adjacent parcels.
5. Comparable land sales and listings utilized in this report are assumed to be ready for construction or development without any unusual requirements or conditions unless otherwise noted.
6. While the appraiser has attempted to compile all pertinent information available some data that may have been beneficial could not always be obtained. It is the opinion of the appraiser that the data presented in this report is sufficient and adequate to develop a current market value estimate for the subject property as an unimproved parcel of land.
7. Maps, sketches, and diagrams have been utilized to assist the reader to visualize the topic being discussed. They do not represent a survey or an exact representation of property lines or topographic features. Although requested by the appraiser an ALTA survey for the subject property was not provided.
8. The appraiser has not been provided with a title insurance policy for the subject property and the appraisal is being made subject to title being well vested in the current ownership.
9. Information obtained from others is deemed to be correct but cannot be guaranteed.
10. Specific information as to limitations or restrictions to use of surface area above the easement land area by property ownership.
11. Start time and estimated completion time for the installation of the water line as a basis for estimating valuation of the temporary easement.

PART 2: Factual Data

Mountain West Regional Data

Estes Park Regional Data

Estes Park Regional Data

Regional Map

Subject Neighborhood

Subject Property

Subject Property Photographs

Subject Property Maps

Subject Property Public Records Data

Highest and Best Use Before the Taking

Mountain West Regional Data pg 1 of 2

The U.S. Census Bureau has identified four broad regions of the country, Northeast, South, Midwest, and West. Within these regions are nine recognized sub regions one of which are the Mountain States generally considered Arizona, Colorado, Idaho, Montana, Nevada, New Mexico, Utah, and Wyoming. These states if combined with Alaska, California, Hawaii, Oregon, and Washington would constitute the West Region of the United States.

Mountain States Major Population Centers

	Metro Area		2010 Population	2020 Population	% Increase
1	Phoenix	AZ	4,192,887	4,845,832	15.6%
2	Denver	CO	2,543,482	2,963,821	16.5%
3	Las Vegas	NV	1,951,269	2,265,461	16.1%
4	Salt Lake City	UT	1,124,197	1,257,936	15.6%
5	Tucson	AZ	980,263	1,043,433	6.4%
6	Albuquerque	NM	887,077	916,528	3.3%
7	Colorado Springs	CO	645,613	755,105	17.0%
8	Boisie	ID	616,561	764,718	24.0%
9	Ogden	UT	597,159	694,863	16.3%
10	Provo	UT	526,810	671,185	27.4%
11	Reno	NV	425,417	490,596	15.3%
12	Fort Collins	CO	299,630	359,066	19.8%
13	Greeley	CO	262,825	328,981	30.1%
14	Boulder	CO	294,567	303,758	12.3%
15	Prescott	AZ	211,033	236,209	11.9%
16	Las Cruces	NM	209,233	219,561	6.5%
17	Lake Havasu	AZ	200,186	213,267	6.5%
18	Yuma	AZ	195,751	203,881	4.1%
19	Billings	MT	158,050	184,167	10.2%
20	Coeur d'Alene	ID	138,494	171,362	23.7%
21	Pueblo	CO	159,063	168,162	5.7%
22	Idaho Falls	ID	133,265	157,429	18.1%
23	Grand Junction	CO	146,723	155,703	6.1%
24	Santa Fe	NM	144,170	154,823	7.4%
25	Logan	UT	125,442	147,348	17.5%
26	Flagstaff	AZ	134,421	145,101	8.0%
27	Sierra Vista	AZ	131,346	125,447	-4.5%
28	Farmington	NM	130,044	121,661	-6.5%
29	Missoula	MT	109,299	117,922	7.9%
30	Twin Falls	ID	99,604	114,283	14.7%
31	Cheyenne	WY	91,738	100,512	9.6%

Mountain West Regional Data pg 2 of 2

State Populations	2010 Census Population	2020 Estimates	Percent Increase
1 Arizona	6,392,017	7,378,494	15.4
2 Colorado	5,029,196	5,845,526	16.2
3 Utah	2,763,885	3,282,157	18.8
4 Nevada	2,700,551	3,139,658	16.3
5 New Mexico	2,059,179	2,095,640	1.8
6 Idaho	1,567,582	1,826,759	16.5
7 Montana	989,415	1,086,759	9.8
8 Wyoming	563,626	567,025	>1

Source 2020 Population Estimates: World Population Review

Gross Domestic Product (GDP)

wikipedia: monetary measure of the market value of all the final goods and services produced in a specific time period.

	Millions of Dollars	Percent of U.S.
2019 4th Quarter		
United States	\$ 21,729,124	100.0%
Colorado	\$ 396,367	1.8%
Arizona	\$ 372,522	1.7%
Utah	\$ 192,013	0.9%
Nevada	\$ 180,406	0.8%
New Mexico	\$ 105,263	0.5%
Idaho	\$ 82,265	0.4%
Montana	\$ 52,948	0.2%
Wyoming	\$ 39,794	0.2%

source: Bureau of Economic Analysis (BEA)

Mean Per Capita Household Income 2014-2018 Averages

United States	\$ 60,293
Colorado	\$ 68,811
Utah	\$ 68,374
Wyoming	\$ 62,268
Nevada	\$ 57,598
Arizona	\$ 56,213
Idaho	\$ 53,089
Montana	\$ 52,599
New Mexico	\$ 48,059

source: U.S. Census Bureau

Estes Park Regional Data

Estes Park is located within the Rocky Mountains and adjacent to Rocky Mountain National Park. The two primary access routes to Estes Park are U.S. Highways 34 and 36. Highway 34 is the primary connecting route to the City of Loveland located 22 miles east and Interstate Highway 25 located 25 miles east. Highway 34 continues east to the City of Greeley that is situated approximately 40 miles east of Estes Park. Highway 34 in a westerly direction connects Estes Park to Grand Lake and U.S. Highway 40 over the Continental Divide during warm weather months. Highway 40 continues in a westerly direction into Utah connecting to Interstate Highway 80 and then Salt Lake City. The main northern route to Estes Park is via State Highway 7, aka the Peak to Peak Highway, a paved mountain road extending south of Estes Park providing access to mountain communities as Ward, Nederland, Black Hawk, Central City, and Interstate 70.

The following cities or Estes Park is located from:

Town of Lyons: 15 miles southeast
Grand Lake: 20 miles over Trail Ridge Road weather permitting
Loveland: 22 miles east
Longmont 25 miles southeast
Interstate Highway 25: 25 miles east
Fort Collins: 26 miles northeast
Boulder: 27 miles southeast
Denver: 51 miles southeast
Denver International Airport: 55 miles southeast

Estes Park is located within a valley area formed by the Big Thompson River. While the elevation of Estes Park is approximately 7,200 feet there are mountain peaks surrounding the town from 9,000 to over 14,000 feet in elevation. In 1949 the Big Thompson River was dammed by the completion of the Olympus Dam creating Lake Estes, a popular outdoor recreation area located to the east of the downtown business core area. Rocky Mountain National Park along with U.S. Forest Service lands encircle the entire Estes Park community. The Park was established in 1915. The Continental Divide is located to the west within the National Park. The headwaters of the Colorado River are located along the west side of the Continental Divide flowing in a southwesterly direction through a number of western states. Rocky Mountain National Park is highly visited ranking third in visitations compared to other national parks. There are 60 mountain peaks that exceed 12,000 feet in elevation. In addition to the Colorado River there are a number of other rivers, streams, creeks along with lakes and ponds.

The Estes Park area was first settled by Joel Estes in 1859. In 1874 a toll road was built from Lyons to Estes Park and in 1903 a road from Loveland through the Big Thompson Canyon. In 1900 Estes Park was estimated to have a population of slightly over 200 and by 1930 doubling to over 400. In 1950 the population had increased to 1600 and then doubled in population by 1980. During the period of 2000 to the present the population has been fairly stable at between 5,000 to less than 6,000.

Estes Park Statistical Data pg 1 of 2

A. Population

City	1980	1990	2000	2010	2020	2021	2022	2023
Estes Park	3,184	4,356	5,413	5,884	5,904	5,914	5,858	5,823
Loveland	30,244	36,439	50,608	66,859	76,366	77,005	77,858	77,913
Ft. Collins	65,092	84,917	118,652	143,986	169,987	169,279	170,114	170,376
Greeley	53,006	62,734	76,930	92,889	109,272	108,661	109,245	112,609
Longmont	42,901	52,245	71,093	86,270	99,188	99,732	98,809	98,630
Colorado	2.9 mil.	3.3 mil	4.3 mil	5.0292 mil	5.8 mil	5.8 mil	5.8 mil	5.8 mil

B. Multi List**Number of Homes Sold Year to Date****Statistics**

City	2000	2010	2019	2020	2021	2022	2023	2024
Estes Park	76	149	191	90	236	184	161	158
Loveland	1,635	1,358	2,056	2,439	2,399	1,798	1,499	1,429
Ft. Collins	2,735	2,289	2,796	3,036	3,055	2,247	1,986	2,042
Greeley	1,482	1,326	1,835	1,782	1,674	1,559	1,064	1,113
Longmont	1,500	820	1,205	1,227	1,038	731	624	649

C. Multi List**Average Sales Price of Homes****Statistics**

City	2000	2010	2019	2020	2021	2022	2023	2024
Estes Park	\$281,684	\$412,572	\$599,896	\$670,643	\$885,453	\$928,146	\$899,716	\$905,274
Loveland	\$213,272	\$263,616	\$457,027	\$477,868	\$561,589	\$647,237	\$662,117	\$668,017
Ft. Collins	\$219,836	\$266,771	\$463,845	\$508,360	\$587,291	\$677,332	\$680,966	\$707,907
Greeley	\$151,955	\$146,926	\$324,943	\$345,943	\$402,686	\$445,407	\$443,748	\$453,765
Longmont	\$219,684	\$255,927	\$470,385	\$506,509	\$593,611	\$661,610	\$666,413	\$677,456

D. Multi List**Average Days on Market****Statistics**

City	2000	2010	2019	2020	2021	2022	2023	2024
Estes Park	110	188	103	214	60	59	61	89
Loveland	59	123	72	67	52	50	66	69
Fort Collins	60	112	69	73	53	45	60	65
Greeley	81	92	56	57	39	51	58	61
Longmont	51	99	55	56	33	34	53	55

G. Average Mortgage Interest Rates

Year	2000	2010	2019	2020	2021	2022	2023	2024
Rate/%	3.00	9.60	3.94	3.1	2.96	5.34	6.77	6.81

Estes Park Statistical Data pg 2 of 2

Office Comptroller of Currency (OCC)								
Percentage of Loans Current and Performing/Foreclosures in Process								
	2010	2014	2015	2019	2021	2022	2023	2024
Current	88%	93.1%	94.0%	96.4%	95.3%	97.0%	97.5%	na
FIP	3.9%	1.60%	1.30%	0.30%	0.20%	0.23%	0.20%	
H. Unemployment Rates								
County	2000	2010	2019	2020	2021	2022	2023	2024
Larimer	3.0	9.6	2.5	5.5	4.7	2.3	2.8	na
Weld	3.4	9.7	2.9	6.9	5.7	2.7	3.3	
Boulder	2.4	6.6	2.4	5.8	4.4	2.1	2.8	
Colorado	2.8	8.9	2.8	7.3	5.4	2.5	3.2	
National	4.0		3.7	7.3	6.3	3.7	3.5	
I. Retail Sales per Person								
City	2000	2010	2019	2020	2021	2022	2023	2024
Estes Park	na	na	\$67,406	\$62,888	\$83,949	\$94,558	\$94,074	na
Loveland	\$23,514	\$32,369	\$43,945	\$45,852	\$52,022	\$60,045	\$62,781	na
Ft. Collins	\$26,279	\$26,680	\$33,599	\$36,592	\$38,018	\$43,696	\$45,688	
Greeley	\$18,692	\$29,279	\$47,284	\$42,561	\$45,717	\$53,567	\$52,299	
Longmont	\$17,850	\$24,510	\$37,478	\$37,016	\$43,341	\$49,956	\$48,305	
Colorado	\$22,086	\$28,448	\$39,141	\$39,630	\$46,474	\$51,369	\$51,500	

na: not available

During the period from 1980 to 1990 Estes Park had an annual population increase of 3.7% and from 1990 to 2000 an annual increase of 2.4%. The annual population increase from 2000 to 2010 was less than 1% per year. Population increases from 2010 to the present have been nominal with some years actually indicating a decrease.

According to statistics maintained by the locale Multiple Listing Service the average price of detached single family homes has always been higher than the four major cities in the northern front range of Colorado. The average price of homes in Estes Park in 2020 was slightly less than \$700,000. In 2021 the average price increased by 32% to \$885,000. Since 2021 the average price while still increasing the percentage increase has been modest.

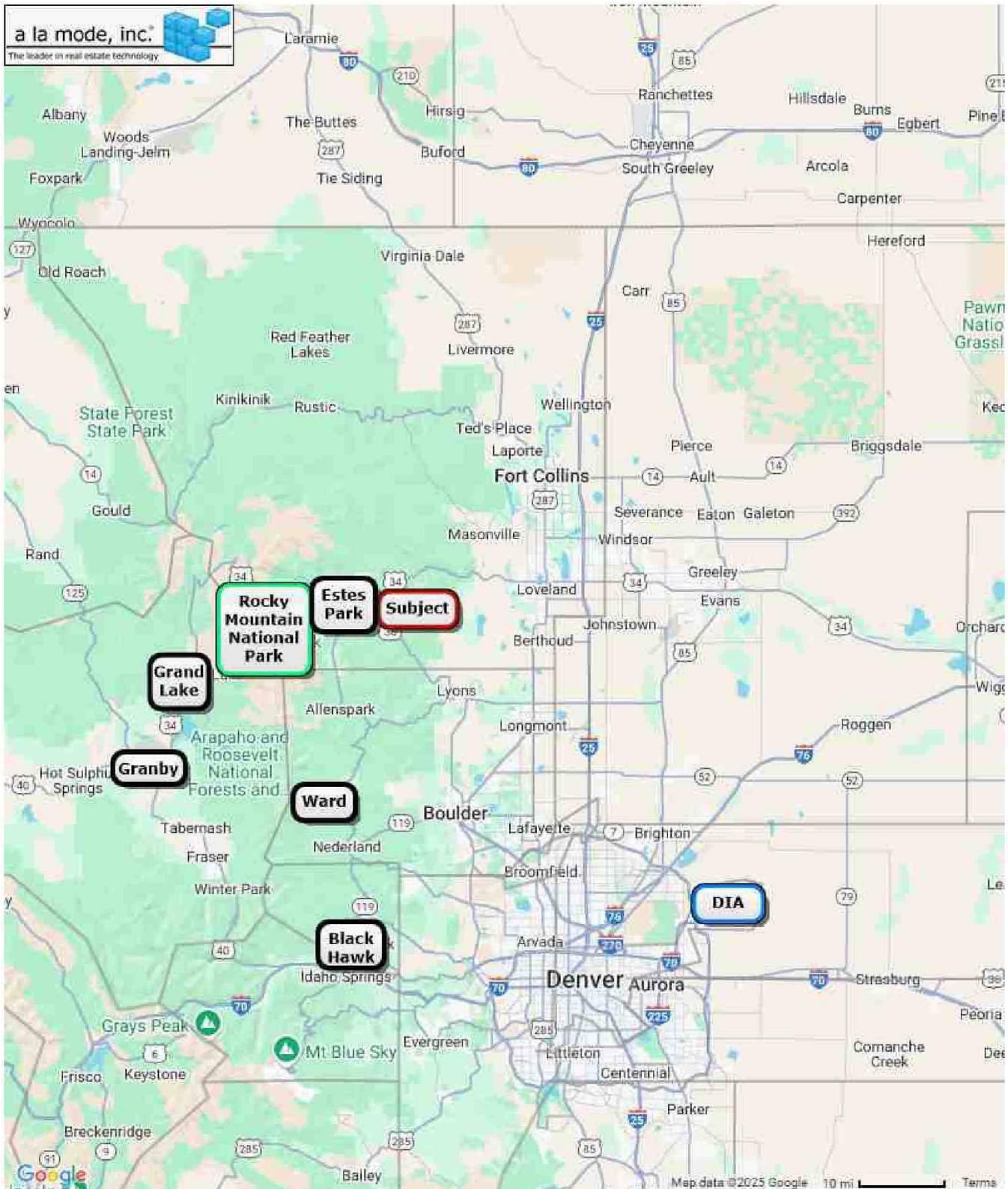
Mortgage interest rates from 2019 to 2021 were averaging between 3 to 4 percent. In the summer of 2023 the Federal Reserve began increasing their loan discount rates resulting in mortgage interest rates beginning to escalate. Current mortgage interest rates over the last years have been averaging between 6 to 7 percent. The higher interest rates have had a negative impact on the real estate market. The number of homes sold year to date since 2021 have been declining. Seller concessions to purchasers to offset higher mortgage interest rates.

During the period of the National Great Recession that began in 2008 the number of mortgage loans that were classified as 'Foreclosures in Process' were at approximately 4%. By 2014 that number had decreased by more than half and in 2023 had decreased to 2/10 of a percent.

Statistics for retail sales are based on the annual gross retail sales divided by the population of that particular city or town. Due to the relatively smaller population of Estes Park coupled with the primary industry being the tourist trade retail sales per person is substantially higher than the four major cities of the northern front range. The highest month for retail sales is July and the lowest month February.

Regional Map

Client	Ms. Jacqueline Wesley, P.E.				
Property Address	2300 block of Mall Rd				
City	Estes Park	County	Larimer	State	CO Zip Code 80517
Appraiser	Gregory Wild				



Subject Neighborhood

The subject neighborhood is considered the entire community of Estes Park. As mentioned Estes Park is located within a mountainous area along the east side of the Continental Divide in the Northern Colorado region. The downtown business core of Estes Park is situated to the west of Lake Estes and east of Rocky Mountain National Park. Primary residential development has been to the north and south of the downtown core area. Northwest of the downtown business district along Fall River Road has been primarily developed with overnight lodging facilities. Limited industrial developments have been in the southeast portion of Estes Park.

In addition to the downtown business core area commercial development has occurred along the U.S. Highway 34, aka Elkhorn Avenue and Big Thompson Avenue, entry into the community with retail, lodging, and recreational facilities. At the northeast corner of Highways 34 and 36, aka North Saint Vrain Avenue, a shopping center was developed in 1985 on a 14 acre parcel of land. Anchored by a major chain supermarket with several shops and office spaces. To the north of the shopping center is the historic Stanley Hotel. The areas surrounding the hotel have been developed with lodging facilities and condominium units. Saint Vrain Avenue in a southerly direction has also been developed with commercial uses.

The area east of Lake Estes has had minimal development. At the southwest corner of Mall Road and Highway 34 is a recreational facility with a miniature golf course and go cart track. The majority of land area, approximately 30 acres, along the west side of Mall Road is under ownership of the U.S. Bureau of Land Management (BLM). The land area to the east of Mall Road is under the ownership of the APC Crocker Ranch APC. The ranch had one of the first structures in the Estes Valley built in 1872 and referred to as the Coach house. It was touted as the first and last house in or out of Estes Park. At one time it had a toll road to gain access to the valley area. Today the ranch maintains its use for cattle grazing and hospitality. The ranch has extensive frontage along both sides of Highways 34 and 36. At the southeast corner of Mall Road and Highway 34 is a nine acre parcel of land under the ownership of the Upper Thompson Sanitation District. The district acquired the unimproved parcel in 2018 at a recorded purchase price of \$950,000 or approximately \$2.40 per square foot. The parcel has nearly 700 feet of frontage along the south side of Highway 34 and nearly 700 feet of frontage along the east side of Mall Road. According to the Districts web page the nine acre parcel will be improved for a new Water Reclamation Facility to replace their existing facility that has been in operation since the 1970's. At this time funding and planning are in progress for construction to begin. The Districts existing facility is located adjacent to the south of the subject property.

Other uses along or near Mall Road are primarily residential. At the northeast corner of Highway 36 and Fish Creek Road is a lodging facility. Further to the south are the grounds for the Estes Park School District, an 18 hole public golf course, and the Estes Park Fairgrounds.

Subject Property

- A. Address:** # not assigned 2300 block of Mall Road, Estes Park, Colorado 80517
- B. Legal Description:** East 1/2 of Northeast 1/4 less parcel sold to Upper Thompson Sanitation District, East 1/2 of Southwest 1/4, and Southeast 1/4 less parcel #: 2529000006, Section 29, Township 5 North, Range 72 West, less roads, County of Larimer, State of Colorado.
- C. Larimer County Parcel #:** 2529000001
- D. Property Ownership:** APC Crocker Ranch LLC
- E. Special Assessments:** none known
- F. Easements:** subject to a current title policy examination and ALTA survey there are no known adverse easements or encroachments.
- G. Location:** the subject property as described above according to public records has a gross parcel area of approximately 307 acres. Due to existing public roads the subject parcel is divided into three tracts of land. At the northwest corner of the parcel is a 10 acre +/- parcel that is located along the west side of U.S. Highway 34. Bordering this portion of the subject to the north is a 35 acre parcel of land and to the west a lodging facility built in 1952. Further to the north are a number of small parcels of land improved with cabins.
- The middle portion of the parcel, approximately 126 acres, is located along the east side of Highway 34 extending south approximately 3/4 of a mile to the north side of U.S. Highway 36. To the north of this portion of the subject are a number of small tracts of land improved with cabins and residences. Bordering to the east are additional land holdings of the APC Crocker Ranch. Along the west side is the nine acre parcel acquired by the Upper Thompson Sanitation District to be improved with a new Water Reclamation Facility. West across Mall Road are the land holdings of the Bureau of Land Management. Along and near the southwest segment of the middle parcel are a number of residences on small acreage tracts.
- The southern portion of the subject parcel, approximately 171 acres, is located along the south side of U.S. Highway 36. Bordering this portion of the subject to the east and south are additional land holdings of the APC Crocker Ranch nearly 600 acres. Near the northwest corner of the subject is a commercial lodging facility. Along the north and west sides are a number of small acreage parcels with residences. There is also a small condominium project bordering the subject to the west.
- The portion of the subject that is affected by the proposed permanent underground water line easement is the middle portion of the total parcel that contains approximately 126 acres of the total 307 acre parcel.

H. Site Characteristics

Zoning: the subject property is zoned by Larimer County as Estate denoted on County zoning maps as EV E-1.

Flood Plain: portions of the subject property along the Big Thompson River are in an identified Flood Hazard area.

Utilities:

Water: Town of Estes Park

Waste Water Sewer: Upper Thompson Sanitation District

Electric: Poudre Valley REA

Natural Gas: Xcel

Topography: both the northern and southern property lines of the middle portion of the subject are at approximately 7,600 feet elevation sloping down toward the Big Thompson River forming a large open meadow area.

I. Improvements: according to public records the subject property are unimproved parcels of land.

Photographs Subject Property

Client	Ms. Jacqueline Wesley, P.E.						
Property Address	2300 block of Mall Rd						
City	Estes Park	County	Larimer	State	CO	Zip Code	80517
Appraiser	Gregory Wild						



Crocker Ranch Entry off Hwy 36



Viewing west along Hwy 36



Viewing east along Hwy 36



NW 10 Acres of Subject



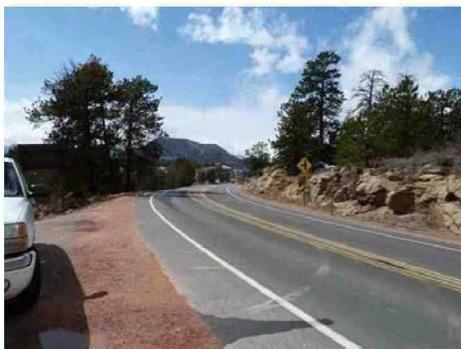
Near NE corner of 126 ac view S.



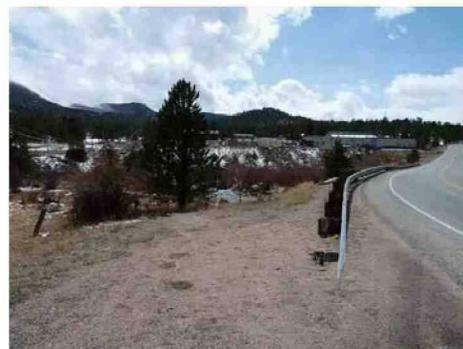
S. side of Hwy 34 viewing south



Viewing east along Hwy 34



Viewing west along Hwy 34

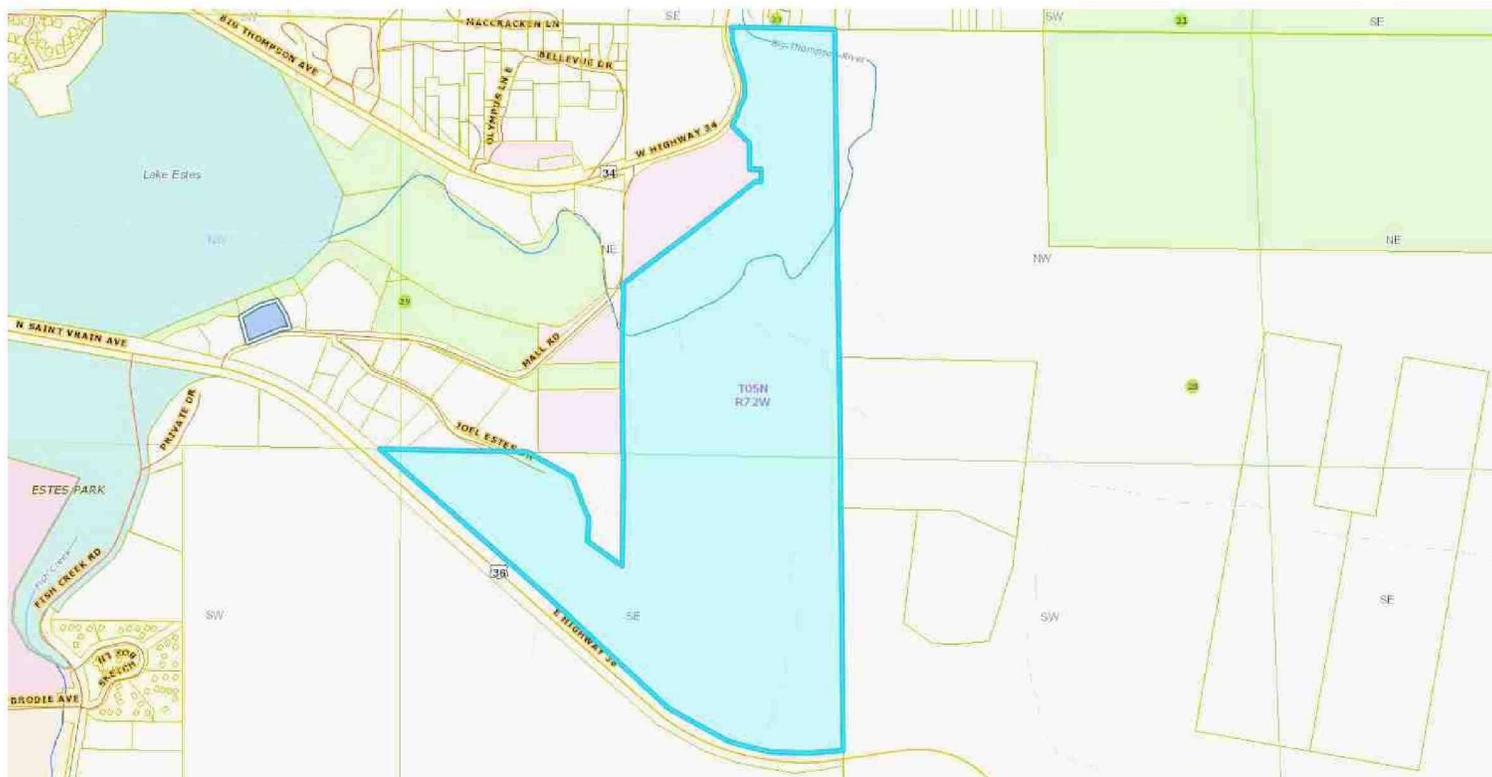


Viewing south from Mall Rd. & 34

County Aerial Map (subject shaded blue)



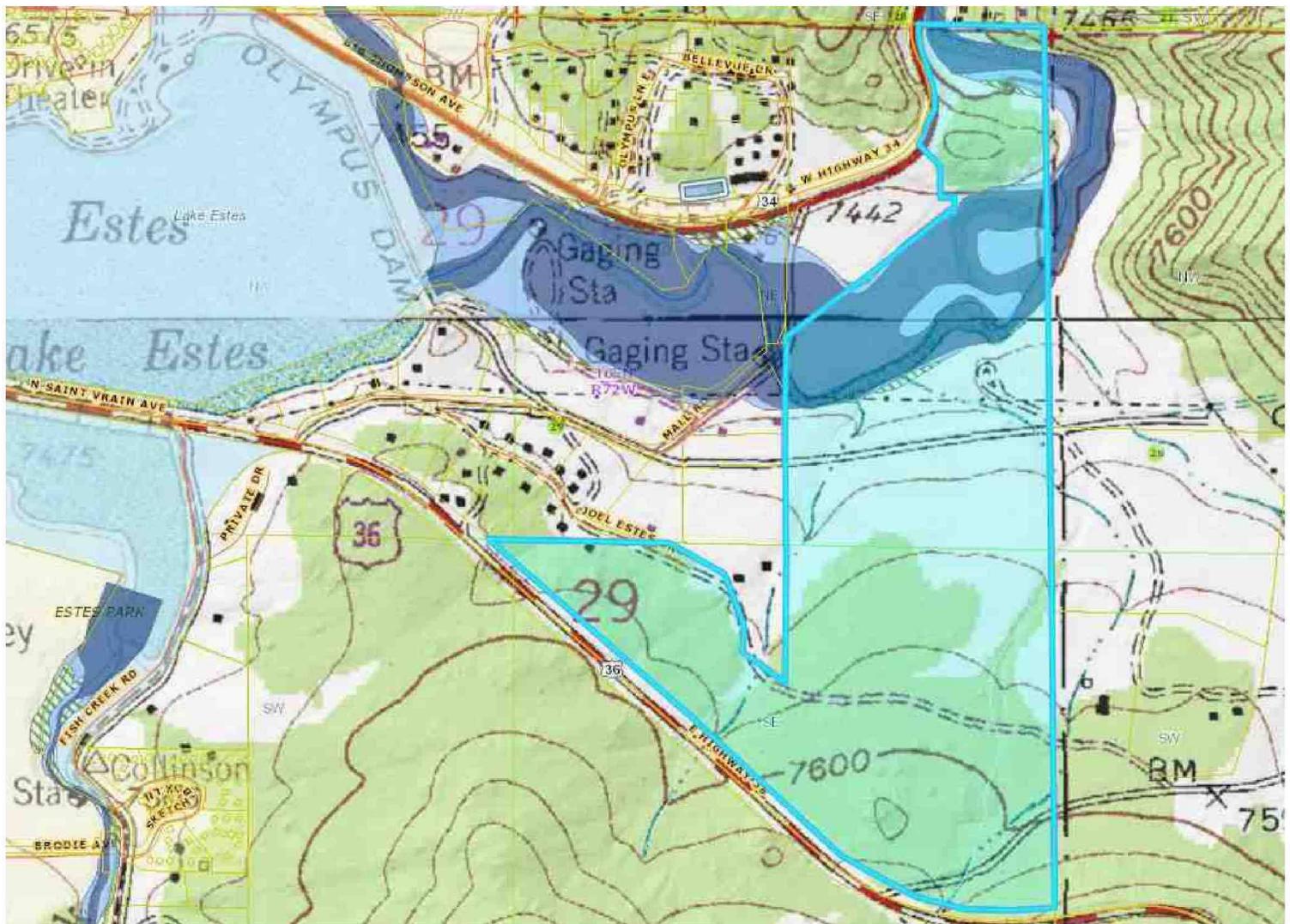
County Plat Map (subject shaded blue)



Flood Map

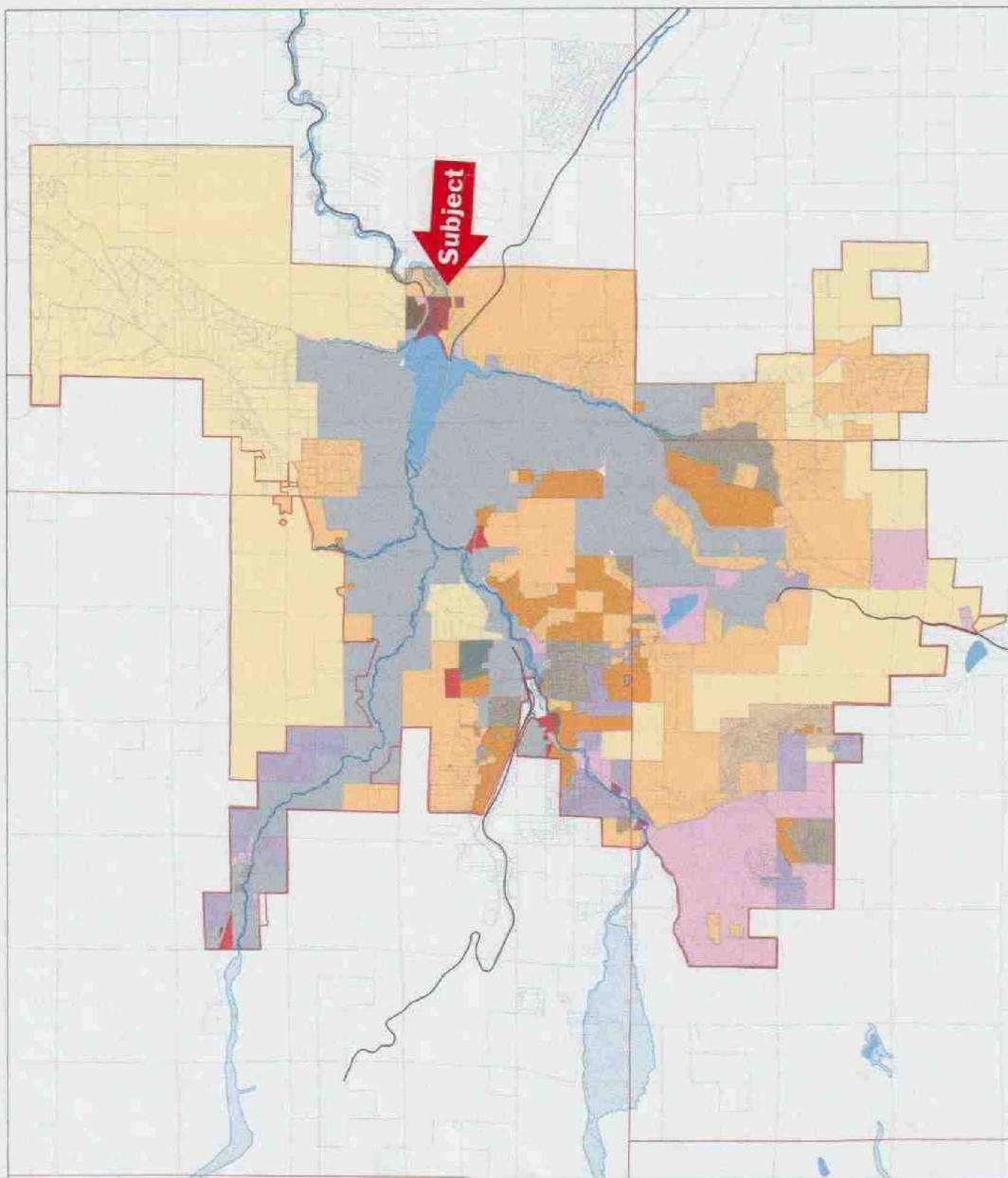


Topographic Map



Zoning Map Larimer County Estes Valley

Larimer County Zoning Districts Map - Estes Valley Planning Area



ESTES VALLEY ZONE DISTRICTS

- EV A, ACCOMMODATIONS
- EV A-1, ACCOMMODATIONS
- EV O, OFFICE
- EV CO, COMMERCIAL OUTLYING
- EV I-1, RESTRICTED INDUSTRIAL
- EV RE-1, RURAL ESTATE
- EV RE, RURAL ESTATE
- EV E-1, ESTATE
- EV E-1S, ESTATE SHORTTERM RENTAL
- EV E, ESTATE
- EV R, RESIDENTIAL
- EV RM, MULTI-FAMILY

ROAD FUNCTION CLASS

- ARTERIAL ROAD
- MAJOR COLLECTOR
- MINOR COLLECTOR
- STATE HWYS/INTERSTATE
- Estes Valley Planning Area
- Roady Mountain National Park

100 YEAR FLOOD ZONES

- A
- AE
- AH
- AO

INCORPORATED AREAS

- ESTES PARK



March 2024



Created by Larimer County Engineering with data from public sources. Larimer County makes no warranty as to the accuracy, completeness, or timeliness of the information. The user assumes all liability for any errors or omissions. This map is for informational purposes only and should not be used for legal or financial decisions.

Public Records Ownership

Property Search

General Information

Parcel Number: **2529000001**
 Schedule Number: **0609226**
 Account Number: **R0609226**

Tax District: 30690 
 Property Tax Year: 2025
 Mill Levy: 87.185

Property Address:

Owner Name & Address:
 APC CROCKER RANCH LLC
 PO BOX 276A
 WAYNE, PA 190870276

Subdivision : /290572 - S29 T05 R72
 Legal Description: E 1/2 OF NE 1/4, SE 1/4, E 1/2 OF SW 1/4 29-5-72; LESS 3.3 AC DESC IN 288-365, LESS 4 AC RD; LESS 20180024385

Sales Information

Clicking a **Sale Date** shows recorded document details. Clicking a **Reception No** will open a new tab with the **Clerk and Recorder's Recording Department** Public Records portal, Easy Access (registration required). For questions about Easy Access, please call the Recording Department at 970-498-7860, option 1.

Sale Date (Info)	Reception No. (doc)	Sale Price	Deed Type
2017-08-03	20170052695	\$550,000	Special Warranty Deed
2010-03-31	20100019013	\$0	Personal Representatives Deed
2005-12-23	20050074532	\$0	Quit Claim Deed
1993-05-01	93031592	\$0	Personal Representatives Deed

2025 Value Information

Abstract Code/Description	Value Type	Actual Value	Assessed Value	Net Acres	Net Sq Ft
4137 Ag meadow hay VC	Land	\$6,030	\$1,628	50.00	2,778,000
4147 Ag grazing land VIIIB	Land	\$3,330	\$899	236.98	10,323,023
4146 Ag grazing land VIIA	Land	\$400	\$108	20.00	871,200
Totals:		\$9,760	\$2,635	306.98	13,372,223

The **Estimate My Taxes** function is temporarily unavailable.

Real Estate Taxes

Property Tax Search

Property Tax History

Click a year to view "Tax Due Dates" and "Where My Taxes Go" in the right column.

Print

Year	Total Tax Liability	Property Balance	Owner Tax Liability	State Tax Liability	Total Taxable Value (May or May Not Include Exemptions)	Total Assessed Value
2024	\$244.46	\$244.46	\$244.46	\$0.00	\$10,620	\$2,804
2023	\$242.19	\$0.00	\$242.19	\$0.00	\$10,620	\$2,804
2022	\$248.88	\$0.00	\$248.88	\$0.00	\$10,440	\$2,756
2021	\$273.00	\$0.00	\$273.00	\$0.00	\$10,440	\$3,028
2020	\$266.57	\$0.00	\$266.57	\$0.00	\$10,070	\$2,921
2019	\$264.93	\$0.00	\$264.93	\$0.00	\$10,070	\$2,921
2018	\$261.41	\$0.00	\$261.41	\$0.00	\$9,680	\$2,808
2017	\$265.79	\$0.00	\$265.79	\$0.00	\$9,800	\$2,842
2016	\$242.36	\$0.00	\$242.36	\$0.00	\$9,200	\$2,668
2015	\$239.85	\$0.00	\$239.85	\$0.00	\$9,200	\$2,668
2014	\$209.12	\$0.00	\$209.12	\$0.00	\$8,500	\$2,460
2013	\$207.55	\$0.00	\$207.55	\$0.00	\$8,500	\$2,460
2012	\$194.36	\$0.00	\$194.36	\$0.00	\$8,050	\$2,340
2011	\$195.89	\$0.00	\$195.89	\$0.00	\$8,050	\$2,340
2010	\$189.96	\$0.00	\$189.96	\$0.00	\$7,870	\$2,280
2009	\$150.69	\$0.00	\$150.69	\$0.00	\$7,870	\$2,280
2008	\$141.00	\$0.00	\$141.00	\$0.00	\$7,480	\$2,170
2007	\$141.95	\$0.00	\$141.95	\$0.00	\$7,480	\$2,170
2006	\$138.63	\$0.00	\$138.63	\$0.00	\$7,110	\$2,070
2005	\$125.29	\$0.00	\$125.29	\$0.00	\$7,110	\$2,070
2004	\$116.16	\$0.00	\$116.16	\$0.00	\$6,440	\$1,870
2003	\$115.11	\$0.00	\$115.11	\$0.00	\$6,440	\$1,870
2002	\$118.78	\$0.00	\$118.78	\$0.00	\$6,440	\$1,870
2001	\$119.47	\$0.00	\$119.47	\$0.00	\$6,440	\$1,870
2000	\$137.74	\$0.00	\$137.74	\$0.00	\$6,831	\$1,980

Property Information

Owner Name	APC CROCKER RANCH LLC
Property Address	
Account/Schedule Number	0609226
Parcel Number	25290-00-001
Property Type	REAL PROPERTY

Tax Due Dates

Period	Due	Amount
First Half	2/28/2025	\$122.23
Second Half	6/15/2025	\$122.23

Where My Taxes Go: 2024

Levy	Tax Authority	Amount
26.247	PARK R-3 GENERAL FUND	\$73.60
22.461	LARIMER COUNTY	\$62.98
16.762	PARK HILL - PID #47	\$47.00
7.505	PARK HOSPITAL	\$21.04
4.897	ESTES VALLEY REC & PARK	\$13.73
4.533	ESTES PARK LIBRARY DIST	\$12.71
2.711	PARK R-3 BOND PAYMENT	\$7.60
2.069	ESTES VALLEY FIRE PROTECTION DISTRICT	\$6.80
0.000	LARIMER CONSERVATION DISTRICT	\$0.00

NOTE: special assessments, fees and state assessed taxes not shown here

Property Tax Status

Tax Liens	No
Treasurer's Deed	No
Tax Deferred	No
Delinquent Prior Year(s) Taxes	No
Certificate of Taxes Due	1/31/2020
Tax Exemption	No

HIGHEST AND BEST USE **'Before the Take'**

The Highest and Best Use of a property is defined as:

1. That reasonable and probable use that supports the highest present value of vacant land or improved property, as defined, as of the date of the appraisal.
2. The reasonably probable and legal use of land or sites as though vacant, found to be physically possible, appropriately supported, financially feasible, and that results in the highest present land value.
3. The most profitable use.

Implied in these definitions is the determination of Highest and Best Use takes into account the contribution of a specific use to the community and community development goals as well as the benefits of that use to individual property owners. Hence, in certain situations the highest and best use of land may be for parks, greenbelts, preservation, conservation, wildlife habitats, and the like.

Source: Real Estate Appraisal Terminology, American Institute of Real Estate Appraisers.

According to public records and the Larimer County Parcel number the total subject property consist of three parcels of land with a total land area of approximately 307 acres. There are three parcels or segments that make up the total acreage with each segment separated from each other by major U.S. Highways. The northwest segment has approximately 10 acres located along the west side of Highway 34. The middle segment containing approximately 126 acres is located along the east side of Highway 34 extending 3/4 of a mile south to the north side of U.S. Highway 36. The southern segment of the total subject property containing approximately 171 acres is located along the south side of Highway 36.

The proposed underground water line is located along or near the west side of the middle segment of the total parcel. The proposed water line extends in a northerly direction from near the Big Thompson River slightly less than 230 feet to the adjacent north parcel that is under the ownership of the Upper Thompson Sanitation District. The permanent easement area is 5,580 square feet or .128 acres.

Highest and Best Use as an Unimproved Acreage Parcel

Legal Permissibility: the subject property is currently zoned by Larimer County as Estes Valley Estate primarily related to residential development typically with small acreage sites. Portions of the subject are located along the Big Thompson River identifies as Flood Hazard areas.

Physical Possibility: the subject has extensive frontage on the two main entry routes into Estes Park and Rocky Mountain National Park.

File No. Mall Road water line

Financial Possibility: In the Summer of 2022 the Federal Reserve began increasing their discount rate to lenders. In 2023 and early 2024 mortgage interest rates had increased to 7% and above. Currently mortgage interest rates have declined slightly to 6.9%. It is anticipated that the Federal Reserve will continue to make slight modest decreases to the loan discount rate to member financial institutions.

Maximum Productivity: to yield the highest value of the possible uses would be to pursue development for residential use.

Conclusion of Highest and Best Use - Before the Take

Residential and lodging development

PART 3: LARGER PARCEL VALUE ANALYSIS BEFORE THE TAKING

Market Approach

Summary Adjustment Table

Comparable Sales Location Map

Individual Comparable Sale Data Sheets

Market Approach

To estimate the market value of that portion of the subject property affected by the proposed underground water easement a Market Approach of land sales were researched from the mountain areas from Estes Park south to the mountains west of Denver. While the total subject property is over 300 acres there are three segments or portions of the total that are separated by two major U.S. Highways. The portion affected by the proposed water line easement is the middle section with a land area of approximately 126 acres. Comparable land sales with an area of approximately 40 acres and larger were given primary emphasis. The subject while an unimproved parcel has frontage to two major highways, extensive Big Thompson River frontage, a close in location to downtown Estes Park and Rocky Mountain National Park. To the immediate west of the subject is Lake Estes.

Large acreage parcels with location, size, river frontage, open valleys and meadows similar to the subject that have recently sold are extremely limited. There are two basic adjustments for comparing comparable sales data to the subject, quantitative and qualitative adjustments.

Quantitative adjustments are based on measurable differences between the subject property and a comparable sale or listing. Adjustments are typically based on percentages or dollars. Support for adjustments are based on paired sales analysis supported for differences between say size, location, and various detriments or attributes. The main problem with a quantitative approach is there may be insufficient market data to support adjustments.

Qualitative adjustments are based on ranking various aspects of comparable sales in relation to the subject property. Typical buyers are comparing available properties on a ranking system as a residence on a busy street but with a large lot in comparison to a smaller lot on a quiet street, where factors may offset each other. Conversely a commercial parcel on a busy street will sell for a higher price than a similar sized commercial lot with limited visibility. A parcel with paved public access verse a private road with gravel surface a purchaser would likely pay more to be on a paved street. Ranking each aspect of a comparable to the subject property as + (plus) for the subject being superior to the comparable and a - (minus) for the subject being inferior to the comparable in a specific category.

Date of Sale: Comparables are all relatively recent ranging from June 2023 to December 2024. Due to recent sale dates no adjustments were deemed appropriate and that the general real estate market is considered stable.

Location: the subject is located within the Estes Park community one of the most traveled areas for tourist. Comparable 1 is also located within the Estes Park area. Comparables 2 and 3, located in Granby and Ward, respectively are considered inferior to the subject. Comparable 4 is located in Black Hawk a casino gambling area also highly popular for tourist.

Access: the subject has frontage to two major U.S. Highways. Comparable 1 is located approximately a mile southwest of State Highway 7 via a paved public road directly off the highway and then a subdivision gravel road to the parcel. The subdivision gravel road can only provide seasonal access to the comparable. Comparables 2 and 4 while having year round access their respective access are public gravel roads inferior to the subject. Comparable 3 has frontage to a State Highway 7 or the Peak to Peak Highway a scenic north south route through the mountains.

River Frontage: the northern portion of the subject's 126 acres has extensive frontage along both sides of the Big Thompson River. The river meanders through this portion of the property in an open meadow area. Comparable 1 has similar stream frontage along both sides of the Roaring Fork Creek a high mountain stream with head waters in Rocky Mountain National Park. Comparables 2 and 4 have small ponds that are considered inferior to the subject's river frontage. Comparable 3 has a large private lake on the parcel considered similar to the subject's river frontage.

Rocky Mountain National Park: the subject property is located approximately two to three miles east of Rocky Mountain National Park. Comparable 1 has frontage along two side of the national park considered superior to the subject. Comparable 2 is located along the west side of the Continental Divide with a similar distance to the national park as the subject. Comparables 3 and 4 are both located fairly far from the park.

Size: the portion of subject that is being affected by the proposed water line easement is approximately 126 acres. Comparable 1 is similar in size at 131 acres. Comparables 2 and 4 are substantially smaller in the 40 acre size category. Smaller sized land parcels will typically sell at a higher per acre due to being more appealing to a larger market segment. Comparable 3 at 191 acres while larger still represents a larger parcel sale with no adjustment is deemed warranted.

Terrain: Comparables 1, 3, and 4 all have similar mountain terrain to the subject. Comparable 2, located in Granby, is on a fairly level parcel of land adjacent to the east by Granby's small airport and along the south and west to existing residential development.

Development Potential: the subject with frontage along two major highways, river frontage, close proximity to downtown Estes Park has excellent development potential for likely lodging and residential. As just mentioned above Comparable 1 is adjacent to two existing residential developments and to the east Granby airport also with excellent development potential. Comparables 1 and 3 have minimal development potential due to only seasonal access to Comparable 1 and a conservation easement on Comparable 3 that would restrict any future development. Comparable 4 while having some development potential is considered inferior to the subject.

Improvements: according to public records there are no improvements on the subject property. The area where the proposed water line easement is to be located was observed by the appraiser and the only improvements would have been agricultural fencing. Comparables 1, 2, and 4 have no on site improvements. Comparable 3 was improved for a boy scout camp with

extensive improvements as a lodge, dining area, and cabins. According to the listing agent it was difficult to find potential purchasers that could fully utilize the improvements. In addition, due to a conservation easement on the property it would be difficult to add buildings in the future.

Post Sale Expense or Project Influence: to the appraiser's knowledge none of the comparable sales were affected or impacted by any eminent domain proceedings. A post sale expense in a condemnation action could be attorney or consultant fees incurred by property ownership. Project influence could be local knowledge of an impending condemnation action.

Reconciliation of Value Estimate for land only prior to the taking

In summary all four comparables after ranking for their various aspects in relation to the subject are inferior to the subject property. The comparable sales on a price per acre develop a range of between \$22,500 to \$34,000. Taking into consideration the subjects special features, location, view amenities more emphasis has been placed on the upper value range at \$35,000 per acre or \$0.80 per square foot.

Qualitative Adjustment Table

Prepared April 2025

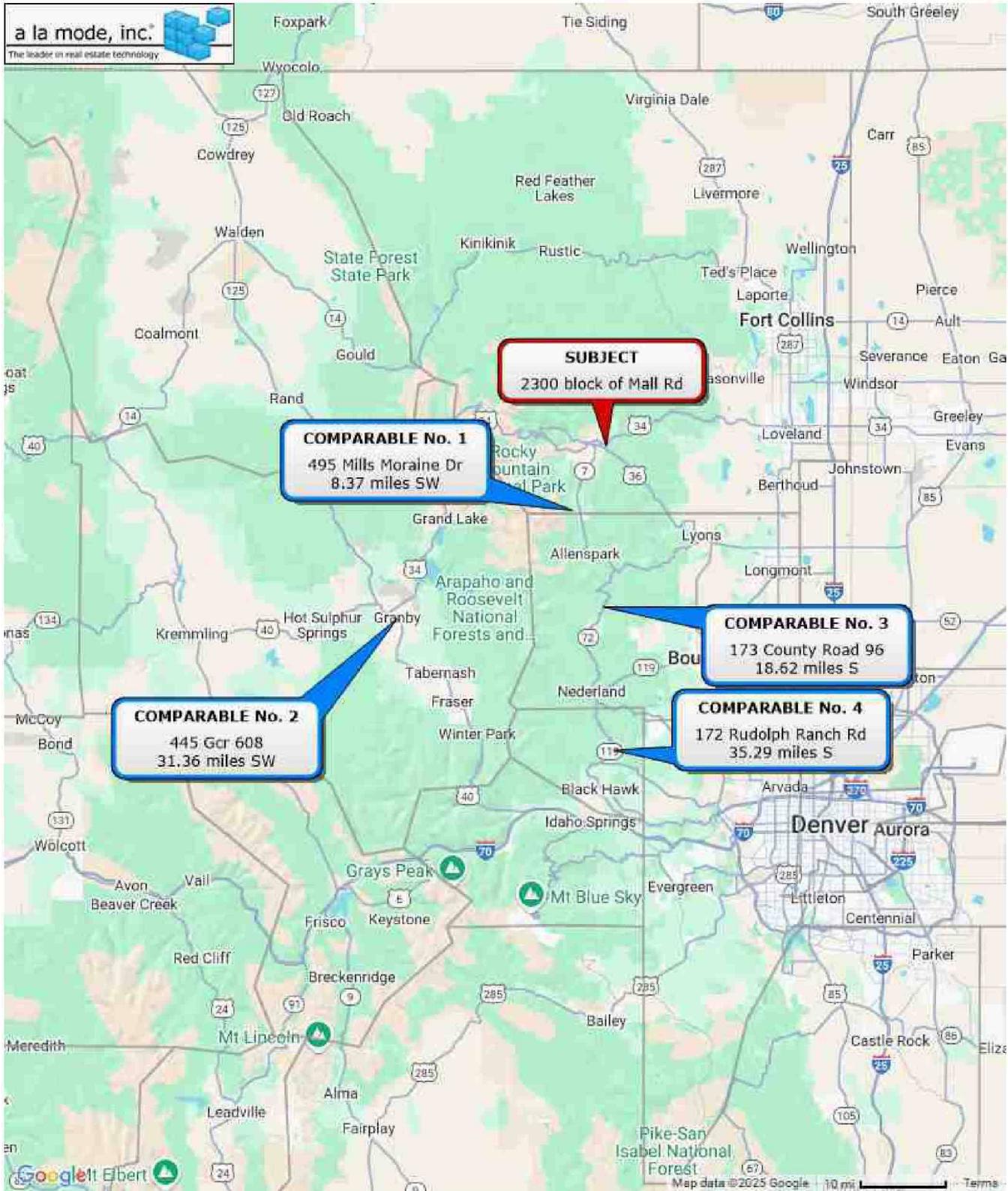
**Plus Adjustment for Subject being Superior to Comparable
and Minus Adjustment for Comparable being Superior to
the Subject**

Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4
2300 Mall Rd	Mills Moraine Road	445 GCR 608 80446	173 County Road 96	172 Rudolph Ranch Road
Sale Price	\$2,950,000	\$1,200,000	\$5,400,000	\$ 1,200,000
Date of Sale	June 2023	December 2023	March 2024	December 2024
Estes Park	Estes Park	Granby +	Ward +	Black Hawk
Access 2 Hwy's	Seasonal +	Gravel +	Hwy 7	Gravel +
River	Stream	Pond +	Lake	Pond +
Rocky Mtn NP	Adjacent -	Rocky Mtn NP	none +	none +
Size 126 acres	130.84	35.36 -	191	39.63 -
Mountain Terrain	Mountain	Level -	Mountain	Mountain
Development			Conservation	
potential Excellent	Minimal +	Excellent	easement +	Average +
No Improvements	None	None	Extensive -	None
Net Adjustments	+	+	2+	3+
Sales Price				
Per Acre	\$ 22,547	\$ 33,937	\$ 28,272	\$ 30,280

filename: adjustmallrd

Comparable Sales Map

Client	Ms. Jacqueline Wesley, P.E.				
Property Address	2300 block of Mall Rd				
City	Estes Park	County	Larimer	State	CO Zip Code 80517
Appraiser	Gregory Wild				



(1) 495 Mills Moraine Dr. Estes Park

Client	Ms. Jacqueline Wesley, P.E.				
Property Address	2300 block of Mall Rd				
City	Estes Park	County	Larimer	State	CO Zip Code 80517
Appraiser	Gregory Wild				



Viewing: access road
Location Address: 1/2 mile west of Highway 7 on paved Longs Peak Road then 1/2 mile SW on private gravel Mills Moraine Drive
Larimer County Parcel #: 3434300025
Legal Description: Portion of SW 1/4 Section 34, Twp. 4 North, Range 73W
Grantor: B Robertson Cohen Trust
Grantee: Roaring Brook Mountain LLC
Reception #: 20230026579
Confirmed With: sales agent, Dale Smigelsky, 970 218 1438
Property Rights Conveyed: fee simple
Conditions of Sale: Arm's length
Financing Source and Terms: cash
Post Sale Expense: na
Project Influence: na



Date of Sale: June 2023
Sale Price: \$2,950,000
Parcel Size: 130.84 acres
Sale Price Per Acre: \$22,547
Water Rights: None
Improvements: none
Access: gravel private
Platted: no
Topography: mountainous
Use at Time of Sale: unimproved parcel
Highest and Best Use: residential
Zoning: Open
Stage of Development: none
Appraiser's Comments: borders Rocky Mountain National Park on two sides, Roaring Fork Creek on site.
Prior Sales: April 1995 \$155,000

(2) 445 GR 608, Granby, Co.

Client	Ms. Jacqueline Wesley, P.E.						
Property Address	2300 block of Mall Rd						
City	Estes Park	County	Larimer	State	CO	Zip Code	80517
Appraiser	Gregory Wild						



Viewing: MLS Aerial Map
Location Address: west side of Grand County Road 608 adjacent to Granby Airport
Grand County Parcel #: r303692
Legal Description: portion of SE 1/4 of NW 1/4 Section 32 Twp 2N Range 76 W
Grantor: Robert F. Greisendorfer Family Trust
Grantee: Elk Meadow Ranches 2 LLC
Reception #: 2023008885
Confirmed With: Shella Bailey, sales agent 720 341 3570
Property Rights Conveyed: fee simple
Conditions of Sale: arm's length
Financing Source and Terms: cash
Post Sale Expense: na
Project Influence: na



Date of Sale: December 2023
Sold Price: \$1,200,000
Parcel Size: 35.36 acres
Sale Price Per Acre/SF: \$33,937
Water Rights:
Improvements: none
Access: county gravel road
Platted: no
Topography: level
Use at Time of Listing: agricultural
Highest and Best Use: residential development
Zoning: Grand County AAO
Stage of Development: none
Appraiser's Comments: adjacent west of Granby Airport. Bordered to the west and south by existing residential development
Prior Sales: none

(3) 173 County Road 96, Ward

Client	Ms. Jacqueline Wesley, P.E.				
Property Address	2300 block of Mall Rd				
City	Estes Park	County	Larimer	State	CO Zip Code 80517
Appraiser	Gregory Wild				



Viewing: west across private lake

Location Address: along west side of Peak to Peak Highway at County Road 96

Boulder Parcel #: 132100000072

Legal Description: portion of Section 30, Township 2 North, Range 72 West

Grantor: Boy Scouts of America

Grantee: YMCA.

Reception #: 4038852

Confirmed With: Karla Brown, sales agent 303 589 8418

Property Rights Conveyed: fee simple

Conditions of Sale: arm's length

Financing Source and Terms: cash

Post Sale Expense: na

Project Influence: na



Date of Sale: March 2024

Sold Price: \$5,400,000

Parcel Size: 191 acres

Sale Price Per Acre: \$28,272

Water Rights: private lake

Improvements: extensive 28,000 SF

Access: paved and gravel roads

Platted: none

Topography: mountainous

Use at Time of Sale: Boy Scout camp

Highest and Best Use: lodging recreation

Zoning: Boulder County Forestry

Stage of Development: developed lodging

Appraiser's Comments: parcel encumbered by a conservation easement that would limit any future development

Prior Sales: none

(4) 172 Rudolph Ranch Road, Black Hawk

Client	Ms. Jacqueline Wesley, P.E.				
Property Address	2300 block of Mall Rd				
City	Estes Park	County	Larimer	State	CO Zip Code 80517
Appraiser	Gregory Wild				



Viewing:
Gilpin County Parcel #:
Legal Description: Portion of Section 21, Township 2 South, Range 72 West
Grantor: Lauren Catherine Revocable Trust
Grantee: Gilpin County
Reception #: 177639
Confirmed With: Randall Byers, listing agent 303 642 7951
Property Rights Conveyed: fee simple
Conditions of Sale: Arm's length
Financing Source and Terms: cash
Post Sale Expense: na
Project Influence: na



Date of Sale: December 2024
Sale Price: \$1,200,000
Parcel Size: 39.63 acres
Sale Price Per Acre: \$30,280
Water Rights: well
Improvements: none
Access: gravel improved subdivision
Platted: none
Topography: mountainous
Use at Time of Sale: vacant lot
Highest and Best Use: residential
Zoning: Rural Residential
Stage of Development: developed lot
Appraiser's Comments: purchased by Gilpin County for a yard area to store county road equipment

Prior Sales: March 1993 \$300,000

PART 4 - FACTUAL DATA- PART TAKEN

Proposed Acquisition

Easement Photographs

Permanent Easement Water Line (2 pages)

Temporary Construction Easement (2 pages)

Proposed Acquisitions

The Town of Estes Park is in the process of extending their water line along and near the east side of Mall Road in a northeasterly and northerly direction. The project is beginning at or near the southwest corner of an improved parcel of land (Parcel number: 2529100945) under the ownership of the Upper Thompson Sanitation District (UTSD). The water line will parallel along their western property line for approximately 180 feet and then in northeast diagonal approximately 360 feet to their northeast property line and common to the subject properties west property line. The permanent easement in a due northerly direction will extend 217.75 feet along the subject's western property line to the southwest corner of a second parcel under the ownership of the UTSD (Parcel number: 2529100950). The water line will then be extended along or near the east side of Mall Road and along or near the west property line of the second UTSD property to the northwest corner of their parcel and near the southeast corner of Mall Road and U.S. Highway 34, aka Big Thompson Avenue.

Permanent Water Pipeline Easement Summary: the portion of the subject property affected by the permanent water line easement is located along the subject's western property south of the second UTSD parcel extending south 217.75 along the west side of the easement and 228.65 feet along the east side of the easement. The width of the northern dimension of the easement is 31.75 feet and the width of the southern dimension is 26.45 feet. According to documentation provided to the appraiser by the condemning entity the gross area for the permanent underground water line easement is 5,580 square feet. A legal description of the permanent water line easement has been attached to this appraisal (see Exhibit A Property Description along with the survey map). Exact language for the easement and what uses the surface area may be restricted has not been provided to the appraiser.

Temporary Construction Easement: along and adjacent to the east side and south end of the permanent easement the Town of Estes Park is seeking a 40 foot wide temporary construction easement. Total land area encompassed by the temporary easement is 12,246 square feet. The temporary easement will be utilized to allow construction crews an adequate land area to operate while the water line is being installed.

The actual start time and duration of the time necessary to the temporary easement has not as yet been provided to the appraiser.

Easement Photographs

Client	Ms. Jacqueline Wesley, P.E.				
Property Address	2300 block of Mall Rd				
City	Estes Park	County	Larimer	State	CO
Appraiser	Gregory Wild			Zip Code	80517



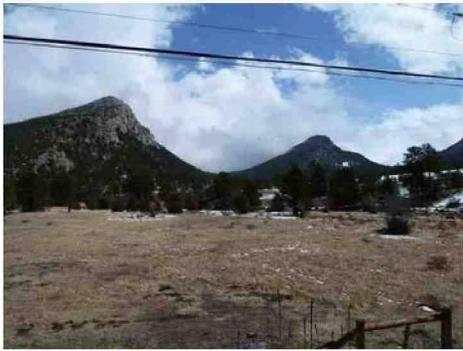
Near N. end of PE view south



Viewing north along PE



Viewing to the west from PE



Viewing to the southwest from PE



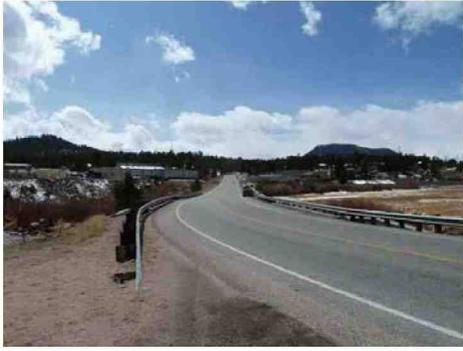
Viewing south along PE



Viewing west toward Mall Road



Viewing north along Mall Road



Viewing south along Mall Road

Exhibit A Permanent Easement Legal Description**MERRICK®**

Merrick & Company
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
303-751-0741 / Fax 303-751-2581

Job No.: 100578.00

FILE: Y:\Survey\100578.00-Mall Road Water Line\Office Data\DWGS\Exhibits & Property
Descriptions\PE-2.docx

Date: April 8, 2025

EXHIBIT A
PROPERTY DESCRIPTION

APC Crocker Ranch, LLC.
Permanent Easement

A portion of a parcel of land described in Special Warranty Deed recorded August 7, 2017, at Reception No. 20170052595 in the Larimer County Clerk and Recorder's Office, being in the Northeast Quarter of Section 29, Township 5 North, Range 72 West of the 6th Principal Meridian, County of Larimer, State of Colorado, being more particularly described as follows:

COMMENCING at the Bureau of Reclamation Corner AP25, being monumented by a found 2-1/2" diameter brass cap stamped "BUREAU OF RECLAMATION T5N R72W S29 AP25 BLM 1953" flush with the surface, whence the Bureau of Reclamation Corner AP24, being monumented by a found 1" diameter iron pipe with a 2-1/2" diameter brass cap stamped "BUREAU OF RECLAMATION T5N R72W S29 AP24 BLM 1953" 0.2' below the surface, bears N87°31'16"E a distance of 569.39 feet;

THENCE N54°23'45"E a distance of 705.44 feet to a point on the westerly line of said Special Warranty Deed, said point being the **POINT OF BEGINNING**;

THENCE along the westerly and northwesterly lines of said Special Warranty Deed the following two (2) courses:

1. N00°48'36"E a distance of 217.75 feet;
2. THENCE N52°47'33"E a distance of 31.73 feet;

THENCE S00°48'36"W along a line being 25.00 feet easterly of and parallel with said westerly line of Special Warranty Deed a distance of 228.65 feet

THENCE S71°44'07"W a distance of 26.45 feet to the **POINT OF BEGINNING**.

Containing 5,580 square feet (0.128 Acres), more or less.

Stephen C. Bloomfield
Stephen C. Bloomfield, PLS 38746
Date: April 8, 2025
Job No. 100578.00
For and on Behalf of
Merrick & Company

1 of 2

An Employee-Owned Company

Exhibit A Permanent Easement Diagram

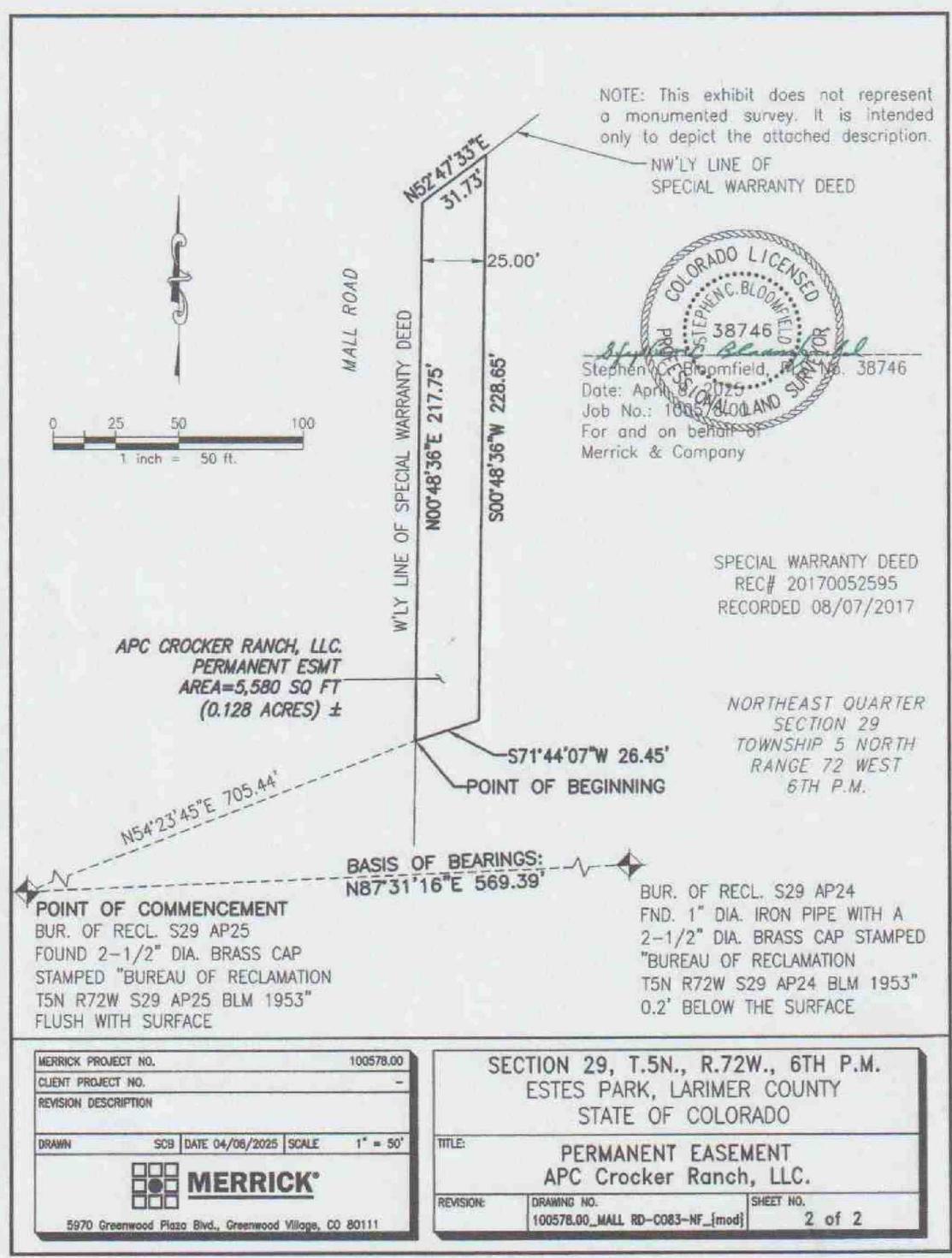


Exhibit A Temporary Easement Legal Description**MERRICK**

Merrick & Company
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
303-751-0741 / Fax 303-751-2581

Job No.: 100578.00

FILE: Y:\Survey\100578.00-Mall Road Water Line\Office Data\DWGS\Exhibits & Property
Descriptions\TE-2.docx

Date: April 8, 2025

EXHIBIT A
PROPERTY DESCRIPTION

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Temporary Easement

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THENCE N57°15'43"E a distance of 681.16 feet to a point on the westerly line of said Special Warranty Deed, said point being the **POINT OF BEGINNING**;

THENCE N00°48'36"E along said westerly line of Special Warranty Deed a distance of 42.32 feet;

THENCE N71°44'07"E a distance of 26.45 feet to a line 25.00 feet easterly of and parallel with said westerly line of Special Warranty Deed;

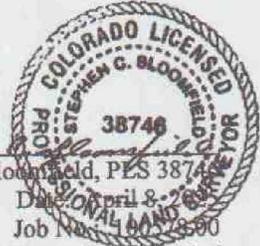
THENCE N00°48'36"E along said parallel line 25.00 feet easterly of and parallel with Special Warranty Deed a distance of 228.65 feet to the northwesterly line of said Special Warranty Deed;

THENCE N52°47'33"E along said northwesterly line of Special Warranty Deed a distance of 50.77 feet to a line 65.00 feet easterly of and parallel with said westerly line of Special Warranty Deed;

THENCE S00°48'36"W along said parallel line 65.00 feet easterly of and parallel with the westerly line of Special Warranty Deed a distance of 288.41 feet;

THENCE S71°44'07"W a distance of 68.78 feet to the **POINT OF BEGINNING**.

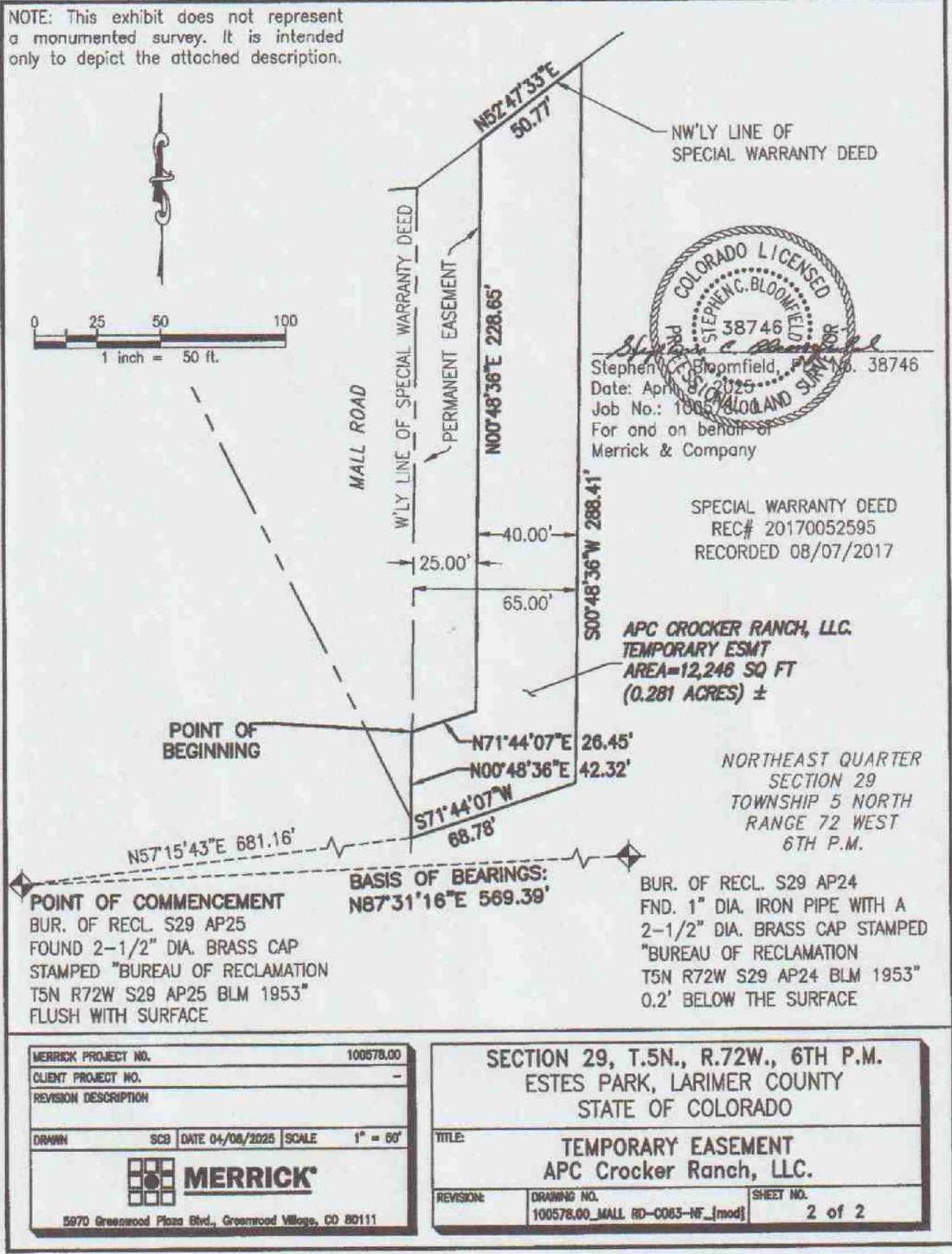
Containing 12,246 square feet (0.281 Acres), more or less.


Stephen C. Bloomfield, P.E. 38746
Date: April 8, 2025
Job No.: 100578.00
For and on Behalf of
Merrick & Company

1 of 2

An Employee-Owned Company

Exhibit A Temporary Easement Diagram



PART 5 - ANALYSIS and VALUATION - PART TAKEN

Site Value Part Taking

According to Larimer County public records the subject's parcel identification number 2529000001 has a gross land area of approximately 307 acres. That total parcel has been segregated by two U.S. Highways into a northern tract of approximately 10 acres located along the west side of Highway 34, a middle portion of approximately 126 located along the south side of Highway 34 extending south slightly less than a mile to the south side of Highway 36, and a southern segment located along the south side of Highway 36 of approximately 171 acres.

The portion of the subject that is subject to the proposed water line easement affects the middle portion of the total parcel. The permanent easement area is located along the western property line near the east side of Mall Road. The permanent easement area for the water line is easement area at 5,580 square feet.

Underground utility easements are typically negotiated between the property ownership and utility companies at 50% of the fee value of the real estate affected.

Based on the above data and analysis the estimated current market value for the portion of the subject property, containing approximately 126 acres is \$35,000 per acre or \$0.80 per square foot .

Land/Site Value of Part Taken: Permanent Water Pipeline Easement	Area Square Feet	Value per Square Feet	Amount	% of Fee	Estimate of Just Compensation
APC Crocker Ranch, LLC	5,580	\$0.80	\$4,464	50	\$2,232

PART 6: TEMPORARY EASEMENT

The temporary easement is located along the east side and south end of the permanent easement. The temporary easement width ranges from 40 to 50 feet with a gross site area of 12,246 square feet. There is no stated start time of when the temporary easement will begin and specific time of when the easement will end. Temporary easements are generally negotiated at 10% of the fee value of the real estate affected and generally for a one year period.

Part Taken: Temporary Construction Easement	Area Square Feet	Value per Square Foot	Amount	% of Fee	Estimate of Just Compensation per Year
APC Crocker Ranch, LLC	12,246	\$0.80	\$9,797	10	\$980

PART 7 - ANALYSIS and VALUATION - RESIDUE AFTER TAKING

HIGHEST AND BEST USE 'After the Taking'

Description purposes and definition, refer to Highest and Best Use 'Before the Take'.

The estimated Highest and Best Use of the subject property after the taking would be to improve the lot with a new single family residence.

Conclusion of Highest and Best Use - After the Take

present use as an unimproved parcel of land with frontage along two major highways, Big Thompson River frontage, views of Lake Estes and surrounding mountains. The estimate of Highest and Best use 'after the proposed water line easement taking is the same as prior to the proposed taking, residential and lodging development.

PART 8 - ANALYSIS AND DAMAGES or BENEFITS

Special Benefits

There are no special benefits presumed to the subject property due to the proposed installation of the underground water pipeline.

Damages

There are no expected damages to the property with the exception of fencing and restoration on the ground surface area. Appraisal is being made subject to the condemning entity, the Town of Estes Park restoring ground surface vegetation and replacement of fencing.

PART 9 - COMPENSATION SUMMARY

Summary Parcel Numbers:

2300 block of Mall Road, Estes Park, Colorado	Compensation Estimates APC Crocker Ranch, LLC December 2, 2024					
	Item:	Area:	Per:	Unit Value	Affected	Amount
	Permanent Water Pipeline Easement	5,580	square foot	\$0.80	50%	\$2,232
	Temporary Construction Easement Per Year	12,246	square foot	\$0.80	10%	\$980
	Total Estimate of Just Compensation:					\$3,212

Definitions pg 1 of 2

Benefits (Specific Benefits) – "...any benefits to the residue are to be measured by the increase, if any, in the reasonable market value of the residue due to the (construction) (improvement) of the (...proposed improvement). For anything to constitute a specific benefit, however, it must result directly in a benefit to the residue and be peculiar to it. Any benefits which may result to the residue but which are shared in common with the community at large are not to be considered." (CJI-Civ. 4th, 36:4)

Compensation – "...ascertain the reasonable market value of the property actually taken and the amount of compensable damages, if any, and amount and value of any specific benefit, if any, to the residue of any land not taken." (CJI-Civ. 4th, 36:1)

"(a) For highway acquisition, the right to compensation and the amount thereof, including damages and benefits, if any, shall be determined as of the date the petitioner is authorized by agreement, stipulation, or court order to take possession or the date of trial or hearing to assess compensation, whichever is earlier, but any amount of compensation determined initially shall remain subject to adjustment for one year after the date of the initial determination to provide for additional damages or benefits not reasonably foreseeable at the time of the initial determination. (b) If an entire tract or parcel of property is condemned, the amount of compensation to be awarded is the reasonable market value of the said property on the date of valuation. (c) If only a portion of a tract or parcel of land is taken, the damages and special benefits, if any, to the residue of said property shall be determined. When determining damages and special benefits, the appraiser shall take into account a proper discount when the damages and special benefits are forecast beyond one year from the date of appraisal. (d) In determining the amount of compensation to be paid for such a partial taking, the compensation for the property taken and damages to the residue of said property shall be reduced by the amount of any special benefits which result from the improvement or project, but not to exceed fifty percent of the total amount of compensation to be paid for the property actually taken." (§ 38-1-114(2), C.R.S.)

Damages – "...Any damages are to be measured by the decrease, if any, in the reasonable market value of the residue, that is, the difference between the reasonable market value of the residue before the property actually taken is acquired and the reasonable market value of the residue after the property actually taken has been acquired. Any damages which may result to the residue from what is expected to be done on land other than the land actually taken from the respondent and any damages to the residue which are shared in common with the community at large are not to be considered." (CJI-Civ. 4th, 36:4)

Easement – "An easement can generally be described as an interest in land of another entitling the owner of that interest to a limited use of the land in which it exists, or a right to preclude specified uses in the

easement area by others. An easement is an interest less than the fee estate, with the landowner retaining full dominion over the realty subject only to the easement; the landowner may make any use of the realty that does not interfere with the easement holder's reasonable use of the easement and is not specifically excluded by the terms of the easement." (Interagency Land Acquisition Conference, Uniform Appraisal Standards for Federal Land Acquisitions, Washington, D.C., 2000, p.63)

Fee Simple Estate (Title) – "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat." (Appraisal Institute, The Dictionary of Real Estate Appraisal, Fifth Edition, Chicago, 2010, p. 78)
Note: as an assignment condition all mineral rights are excepted from any fee simple property interest appraised in this report.

Larger Parcel – "That tract, or those tracts, of land which possess a unity of ownership and have the same, or an integrated, highest and best use. Elements of consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use." (Interagency Land Acquisition Conference, Uniform Appraisal Standards for Federal Land Acquisitions, Washington, D.C., 2000, p. 17)

Part Taken (Partial Taking) – "The taking of part of any real property interest for public use under the power of eminent domain; requires the payment of compensation." (Appraisal Institute, The Dictionary of Real Estate Appraisal, Fifth Edition, Chicago, 2010, p. 143)

Residue (Remainder) – "'Residue' means that portion of any property which is not taken but which belongs to the respondent, ..., and which has been used by, or is capable of being used by, the respondent, together with the property actually taken, as one economic unit." (CJI-Civ. 4th, 36:4)

Definitions pg 2 of 2

Restoration Cost to Cure (Cost to Cure) – “In certain circumstances, damage to the remainder may be cured by remedial action taken by the owner. The cost to cure, however, is a proper measure of damage only when it is no greater in amount than the decrease in the market value of the remainder if left as it stood. When the cost to cure is less than the severance damages if the cure were not undertaken, the cost to cure is the proper measure of damage, and the government is not obligated to pay in excess of that amount.” (Interagency Land Acquisition Conference, Uniform Appraisal Standards for Federal Land Acquisitions, Washington, D.C., 2000, p. 51)

Slope Easement – “A ‘slope easement’ is an easement reserved to the condemnor to use whatever portion of the property is needed to provide lateral support for a roadbed, and those surface rights to property which are not required for lateral support are retained by landowner for any usage which does not interfere with condemnor’s slope easement.” (State Dept. of Highways v. Woolley, 696 P.2d 828, Colo. App. 1984)

Temporary Easement – “An easement granted for a specific purpose and applicable for a specific time period. A construction easement, for example, is terminated after the construction of the improvement and the unencumbered fee interest in the land reverts to the owner.” (Appraisal Institute, The Dictionary of Real Estate Appraisal, Fifth Edition, Chicago, 2010, p. 195)

Compensation due for a temporary easement is the reasonable rental value for the time the easement is used. (State Dept. of Highways v. Woolley, 696 P.2d 828, Colo. App. 1984)

Definitions – “add/delete definitions as needed, preferably in alphabetical order” (Source reference)

WD 2017 pg 1 of 8

RECEPTION #20170052595, 8/7/2017 1:44:31 PM, 1 of 8, \$48.00 Doc Fee \$427.50 Electronically Recorded
Angela Myers, Clerk & Recorder, Larimer County, CO

This Instrument Prepared By
And Return To After Recording:

Lewis Bass Williams & Weese PC
1801 California Street, Suite 3400
Denver, Colorado 80202
Attn: Melinda M. Beck, Esq.

[Space Above This Line for Recording Data]



25150828

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and entered into this 3rd day of August, 2017, by HANNAH H. BOWTON as to a 25% tenant in common interest, whose address is 125 21st Ave. NE, Saint Petersburg, FL 33704 and by HENRIQUES C. HAMILTON, JR. as to a 25% tenant in common interest, whose address is 10901 S. Pleasant Grove Road, Inverness, FL 34452 (collectively, "Grantor"), and given to APC CROCKER RANCH, LLC, a Colorado limited liability company ("Grantee"), whose address is P.O. Box 276A, Wayne, PA 19087. (Wherever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations and other entities.)

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold alienated, remised, released, conveyed and confirmed, and does hereby grant, bargain, sell, alienate, remise, release, convey and confirm, to Grantee forever, the following described land (the "Property") situate, lying and being in Larimer County, Colorado, to-wit:

**SEE EXHIBIT A ATTACHED HERETO AND
INCORPORATED HEREIN BY REFERENCE FOR THE
LEGAL DESCRIPTION OF THE PROPERTY.**

TOGETHER WITH all the tenements, hereditaments, and appurtenances, with every privilege, right, title, interest and estate, reversion, remainder and easement thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantor hereby covenants with Grantee that, except as to those matters set forth on **EXHIBIT B** attached hereto and incorporated herein by reference, at the time of the delivery of this deed, the Property was free from all encumbrances made by Grantor, and that Grantor will warrant and defend the Property against the lawful claims and demands of all persons whomsoever lawfully claiming by, through or under Grantor herein, but against none other.

WD 2017 pg 2 of 8

RECEPTION #20170052595, 8/7/2017 1:44:31 PM, 6 of 8, \$48.00 Doc Fee \$427.50 Electronically Recorded
 Angela Myers, Clerk & Recorder, Larimer County, CO

EXHIBIT B
TO SPECIAL WARRANTY DEED

(Permitted Exceptions)

1. **RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED SEPTEMBER 14, 1876 IN BOOK I AT PAGE 206.**
2. **RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED OCTOBER 04, 1880 IN BOOK T AT PAGE 251.**
3. **RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED OCTOBER 16, 1884 IN BOOK 32 AT PAGE 46.**
4. **RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED SEPTEMBER 08, 1890 IN BOOK 32 AT PAGE 532.**
5. **RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT FILED OCTOBER 23 1891 ESI 33599952.**
6. **RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED APRIL 12, 1900 IN BOOK 133 AT PAGE 71.**

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7. **RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED APRIL 12, 1900 IN BOOK 133 AT PAGE 72.**
8. **RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED DECEMBER 02, 1902 IN BOOK 133 AT PAGE 203.**
9. **RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED JUNE 04, 1904 IN BOOK 113 AT PAGE 270.**
10. **RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED JUNE 03, 1911 IN BOOK 264 AT PAGE 106.**
11. **TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED NOVEMBER 10, 1932 IN BOOK 626 AT PAGE 399.**
12. **RIGHT OF WAY EASEMENT AS GRANTED TO THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY IN INSTRUMENT RECORDED MARCH 25, 1937, IN BOOK 674 AT PAGE 163.**
13. **TERMS, CONDITIONS AND PROVISIONS OF CONTRACT AND GRANT OF EASEMENT RECORDED MAY 02, 1941 IN BOOK 726 AT PAGE 288.**
14. **RIGHT OF WAY EASEMENT AS GRANTED TO THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY IN INSTRUMENT RECORDED SEPTEMBER 03, 1948, IN BOOK 861 AT PAGE 102.**
15. **TERMS, CONDITIONS AND PROVISIONS OF CONTRACT AND GRANT OF EASEMENT RECORDED JANUARY 26, 1950 IN BOOK 887 AT PAGE 264.**

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16. **TERMS, CONDITIONS AND PROVISIONS OF CONTRACT AND GRANT OF EASEMENT RECORDED MARCH 18, 1952 IN BOOK 927 AT PAGE 391.**
17. **RIGHT OF WAY EASEMENT AS GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO IN INSTRUMENT RECORDED JULY 30, 1991, UNDER RECEPTION NO. 91035008 AND 91035009.**
18. **TERMS, CONDITIONS AND PROVISIONS OF CONTRACT AND GRANT OF EASEMENT RECORDED FEBRUARY 22, 2007 AT RECEPTION NO. 20070013967.**
19. **ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE ESTES VALLEY RECREATION AND PARK DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 3, 2014 UNDER RECEPTION NO. 20140070180 AND DECEMBER 10, 2014, UNDER RECEPTION NO. 20140071715.**
20. **RIGHTS OF WAY FOR THE BIG THOMPSON RIVER AND TRIBUTARIES AND RIGHTS OF WAY FOR ROADWAYS CROSSING THE SUBJECT PROPERTIES AS DISCLOSED BY MAPS MAINTAINED BY THE LARIMER COUNTY ASSESSORS OFFICE.**

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EXHIBIT A
TO SPECIAL WARRANTY DEED

(Legal Description)

THAT PORTION OF TOWNSHIP 5 NORTH, RANGE 72 WEST OF THE 6TH PRINCIPAL MERIDIAN, LARIMER COUNTY, COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SECTION 27: THE SW 1/4 OF THE NW 1/4, THE SW 1/4, THE S 1/2 OF THE SE 1/4, AND THE NW 1/4 OF THE SE 1/4;

SECTION 28: THE S 1/2, THE S 1/2 OF THE N 1/2, AND THE NW 1/4 OF THE NW 1/4 (EXCEPT THE TWO TRACTS DESCRIBED BELOW);

SECTION 29: THE E 1/2 OF THE NE 1/4 EXCEPT THAT PARCEL OF LAND DESCRIBED IN DEED RECORDED FEBRUARY 3, 1911 IN BOOK 288 AT PAGE 365 OF THE LARIMER COUNTY RECORDS, THE SE 1/4 AND THE E 1/2 OF THE SW 1/4;

SECTION 32: THE E 1/2 OF THE NW 1/4, AND THE N 1/2 OF THE NE 1/4;

SECTION 33: THE NE 1/4 OF THE NW 1/4, THE N 1/2 OF THE NE 1/4, AND THE SE 1/4 OF THE NE 1/4;

EXCEPT THOSE PORTIONS DESCRIBED IN DEEDS RECORDED SEPTEMBER 29, 1939 IN BOOK 669 AT PAGE 587, MAY 13, 1938 IN BOOK 687 AT PAGE 105 AND JUNE 27, 1950 IN BOOK 895 AT PAGE 22 AND EXCEPT ANY PORTION THEREOF LYING WITHIN HIGHWAY 36;

COUNTY OF LARIMER, STATE OF COLORADO;

AND EXCEPT TWO TRACTS OF LAND LOCATED IN SECTION 28, TOWNSHIP 5 NORTH, RANGE 72 WEST OF THE 6TH PRINCIPAL MERIDIAN, LARIMER COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 28 AND WITH ALL BEARINGS HEREIN RELATIVE TO THE WEST LINE OF THE NW 1/4 OF SAID SECTION 28 CONSIDERED AS BEARING N 00° 45' 00" W; THENCE S 00° 31' 00" E 302.04 FEET ALONG THE WEST LINE OF THE SW 1/4 OF SAID SECTION 28; THENCE S 88° 35' 08" E 471.85 FEET TO THE TRUE POINT OF BEGINNING;

THENCE S 88° 35' 08" E 230.44 FEET; THENCE S 66° 12' 31" E 408.88 FEET; THENCE S 06° 30' 11" W 175.10 FEET; THENCE S 17° 08' 56" W 470.66 FEET; THENCE S 84° 28' 40" W 220.05 FEET; THENCE N 86° 49' 28" W 129.18 FEET; THENCE N 55° 01' 39" W 212.80 FEET; THENCE N 06° 21' 30" E 690.65 FEET TO THE TRUE POINT OF BEGINNING;

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AND

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 28 AND WITH ALL BEARINGS HEREBIN RELATIVE TO THE WEST LINE OF THE NW 1/4 OF SAID SECTION 28 CONSIDERED AS BEARING N 00° 45' 00" W; THENCE S 77° 17' 00" E 2659.67 FEET TO THE TRUE POINT OF BEGINNING;

THENCE N 09° 57' 46" E 596.51 FEET; THENCE S 80° 02' 14" E 233.48 FEET; THENCE S 09° 57' 46" W 239.05 FEET; THENCE S 80° 02' 14" E 381.60 FEET; THENCE N 09° 57' 46" E 108.44 FEET; THENCE S 80° 02' 14" E 343.23 FEET; THENCE S 09° 57' 46" W 465.90 FEET; THENCE N 80° 02' 14" W 958.32 FEET TO THE TRUE POINT OF BEGINNING.

Unofficial Copy

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IN WITNESS WHEREOF, Grantor has executed this instrument the day and year first above written.

GRANTOR:

By: Hannah H. Bowton
HANNAH BOWTON

STATE OF Colorado)
COUNTY OF Larimer) ss.

The foregoing instrument was acknowledged before me this 31 of July, 2017, by HANNAH BOWTON.

My commission expires: 9.21.2020
Witness my hand and official seal.



Michelle Szura
Notary Public

GRANTOR:

By: _____
HENRIQUES HAMILTON

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this ____ of _____, 2017, by HENRIQUES HAMILTON.

My commission expires: _____
Witness my hand and official seal.

Notary Public

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Angela Myers, Clerk & Recorder, Larimer County, CO

IN WITNESS WHEREOF, Grantor has executed this instrument the day and year first above written.

GRANTOR:

By: _____
HANNAH BOWTON

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this ____ of _____, 2017, by HANNAH BOWTON.

My commission expires: _____
Witness my hand and official seal.

Notary Public

GRANTOR:

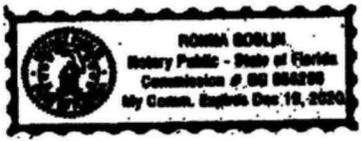
By: [Signature]
HENRIQUES HAMILTON
L. JR.

STATE OF Florida)
COUNTY OF Pinellas) ss.

The foregoing instrument was acknowledged before me this 31 of July, 2017, by HENRIQUES HAMILTON, JR.

My commission expires: 12/19/2020
Witness my hand and official seal.

[Signature]
Notary Public



Client	Ms. Jacqueline Wesley, P.E.	File No.	Mall Road water line
Property Address	2300 block of Mall Rd		
City	Estes Park	County	Larimer
		State	CO
		Zip Code	80517
Appraiser	Gregory Wild		

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

- Appraisal Report (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- Restricted Appraisal Report (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Reasonable Exposure Time (USPAP defines Exposure Time as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.)

My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is: not applicable partial taking of land for a proposed underground water line pipe and the necessary permanent and temporary easements to install the public water line.

Comments on Appraisal and Report Identification

Note any USPAP related issues requiring disclosure and any State mandated requirements:

This appraisal report has been requested by the project manager for the Town of Estes Park utilities to estimate the amount of just compensation for a partial taking of land from an unimproved parcel of land located to the east of Mall Road, south of Highway 34 and north of Highway 36.

APPRAISER:

Signature: _____

Name: Gregory Wild

Gregory Wild, LLC

State Certification #: CG.1313917

or State License #: _____

State: Co Expiration Date of Certification or License: 12/31/2025

Date of Signature and Report: 04/30/2025

Effective Date of Appraisal: April 30, 2025

Inspection of Subject: None Interior and Exterior Exterior-Only

Date of Inspection (if applicable): various periods

SUPERVISORY or CO-APPRAISER (if applicable):

Signature: _____

Name: _____

State Certification #: _____

or State License #: _____

State: _____ Expiration Date of Certification or License: _____

Date of Signature: _____

Inspection of Subject: None Interior and Exterior Exterior-Only

Date of Inspection (if applicable): _____

FIRREA / USPAP ADDENDUM

Client Ms. Jacqueline Wesley, P.E. File No. Mall Road water line
 Property Address 2300 block of Mall Rd
 City Estes Park County Larimer State CO Zip Code 80517
 Appraiser Gregory Wild

Purpose
 Estimate just compensation for a proposed partial taking of land for a permanent water pipeline easement along the west side of an unimproved parcel of land containing approximately 126 acres of mountain terrain.

Scope of Work
 Estimate market value of land as an unimproved mountain property as a basis for compensation for proposed permanent water pipeline easement. Estimate current market value for temporary construction easement for an estimated one year period.

Intended Use / Intended User
 Intended Use: assist Town of Estes Park in good faith negotiations with property ownership for the partial taking of their private property.
 Intended User(s): Town of Estes Park, property ownership, and legal counsel for either Town of Estes Park or property ownership.

History of Property
 Current listing information: na

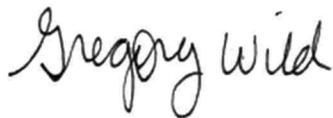
Prior sale: a prior sale in 2017 for a partial interest of the subject property not considered an arm's length transaction.

Exposure Time / Marketing Time
 na partial taking of private property for an underground water pipeline.

Personal (non-realty) Transfers
 none

Additional Comments
 none

Certification Supplement
 1. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or an approval of a loan.
 2. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.



Appraiser: Gregory Wild
 Signed Date: 04/30/2025
 Certification or License #: CG.1313917
 Certification or License State: Co Expires: 12/31/2025
 Effective Date of Appraisal: April 30, 2025

Supervisory Appraiser: _____
 Signed Date: _____
 Certification or License #: _____
 Certification or License State: _____ Expires: _____
 Inspection of Subject: Did Not Exterior Only Interior and Exterior

Appraiser Qualifications

QUALIFICATIONS OF GREGORY WILD Certified General Appraiser

5600 West U.S Highway 34, Loveland, Colorado 80537
(970) 669-6266 email: wild@netscape.com

EDUCATION: Bachelor of Science Degree in Business Finance, area of emphasis in Real Estate, University of Colorado, 1973

Professional and Technical Courses:

Introduction to Appraising, University of Colorado
Principles of Real Estate, University of Colorado
Urban Land Economics, University of Colorado
Basic Appraising, State Division of Property Taxation
Commercial Appraising, State Division of Property Taxation
Income Capitalization, American Institute of Real Estate Appraisers
Residential Appraising, American Institute of Real Estate Appraisers
Energy Consideration in Real Estate Appraising, Society of Real Estate Appraisers
Business Valuation, American Institute of Real Estate Appraisers
Standards of Professional Appraisal Practice, American Institute of Real Estate Appraisers
Conservation Easement Appraisals, Colorado Department of Regulatory Agency
Eminent Domain Appraising, Colorado Department of Transportation
Continuing education classes on an ongoing basis

EXPERIENCE:

Colorado Certified General Appraiser, License Number: CG1313917
Licensed Real Estate Broker, State of Colorado
1994 to Present: Independent fee appraiser
1991 to 1994: Staff appraiser, mortgage companies
1983 to 1991: Independent fee appraiser
1981 to 1983: Associate appraiser with N.C.A.C.
1976 to 1981: Associate appraiser for Shannon and Assoc.
1973 to 1976: Commercial appraiser for the Larimer County Assessor's Office

REPRESENTATIVE CLIENTS:

Lending institutions, attorneys, individuals, corporations, and accountants. Prepared appraisals for various local, state and federal government entities, quasi-government agencies as utility companies, and the Federal Deposit Insurance Corporation.

VARIOUS TYPES OF APPRAISALS PREPARED

Agricultural, commercial, industrial, multi family residential, single family residential, business interest, conservation easements, eminent domain, partnership interest, subdivision developments.



Memo

To: Honorable Mayor Hall & Board of Trustees

Through: Town Administrator Machalek

From: Dana Klein, CPP, CCTM Parking & Transit Manager
David Greear, PE, Public Works Director

Department: Public Works

Date: January 13, 2026

Subject: Resolution 03-26 Contract Renewal with Car Park Holdings, LLC for 2026
Parking Management Services, \$440,000.00, Budgeted

Type: Resolution

Objective:

Public Works staff seeks Town Board approval of Resolution 03-26 approving extension #1 to the 2025 Services Contract with Car Park Holdings, LLC (dba: The Car Park) to continue Parking Management Services for the 2026 calendar year.

Present Situation:

At the January 14, 2025, Town Board meeting, the Town Board approved Resolution 07-25, after a competitive bid process, contracting with The Car Park for parking management services. The contract is for one year with an option of up to 4 one-year renewals.

Proposal:

Staff wishes to exercise one of four one-year renewals of the 2025 contract.

Advantages:

- Support and continue the Town's work to improve and elevate the downtown parking experience in a way that benefits both residents and guests while improving economic vitality.

- Continuity of operations since TCP has experience with the Town's Parking Management Program.
- Exponentially extend the reach of staff by bringing professional parking management expertise and resources in accounting/auditing/cash-handling, technology, insurance/liability, technology implementation, enforcement, Key Performance Indicators (KPIs)/reporting, customer service, and marketing/communications.

Disadvantages:

- Hiring a third party comes with a management fee that would not be associated with in-house staff; however, the proposed third-party brings specific parking management experience that will be invaluable in seasonal paid parking.
- A private contractor may not perform up to Town standards; however, PW staff will closely monitor TCP's performance on defined specific performance metrics.

Action Recommended:

PW staff recommend that the Town Board contract with TCP to provide professional parking management services for the Town's downtown public parking facilities in 2026

Finance/Resource Impact:

The Parking Division has an approved budget for line-item "Contract/Skilled Services" (256-5690-569.22-13) of \$470,000 in 2026.

Level of Public Interest:

Public interest in parking management related to paid parking is high.

Sample Motion:

I move for the approval/denial of *Resolution 03-26*

Attachments:

1. *Resolution 03-26*
2. *The Car Park Renewal Agreement - 2026*

RESOLUTION 03-26

**APPROVING RENEWAL NO. 1 TO THE 2025 SERVICES CONTRACT
WITH CAR PARK HOLDINGS, LLC**

WHEREAS, the Town desires to renew its Services Contract with Car Park Holdings, LLC (dba The Car Park) to continue operating the Town's public parking facilities for the 2026 season; and

WHEREAS, the proposed 2026 contract with The Car Park is for \$440,000.00; and

WHEREAS, this is a 2026 budgeted expense.

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

The Board approves, and authorizes the Mayor to sign, the services contract renewal referenced in the title of this resolution in substantially the form now before the Board.

DATED this 13th day of January, 2026.

TOWN OF ESTES PARK

Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:



Town Attorney



TOWN OF ESTES PARK

**SERVICES CONTRACT
RENEWAL NO. 1**

Management Services for the Town's Public Parking Facilities

The parties, the Town of Estes Park, Colorado (Town), a municipal corporation, and Car Park Holdings, LLC (dba The Car Park) (Consultant or Contractor), whose address is 702 W. Idaho Street #400, Boise, Idaho 83702, make this Contract Renewal this _____ day of _____, 2026, at the Town of Estes Park, Colorado, considering the following facts and circumstances:

1 RECITALS:

- 1.1 Town and Contractor entered into a Services Contract on January 14, 2025, for Public Parking Management Services (Contract).
- 1.2 Section 21 of the Contract originally provided that the term would continue for a 12-month period, and provided for up to four (4) renewals for a period of one year each, upon mutual agreement of the parties.
- 1.3 The Contract has not yet been extended.
- 1.4 Town and Contractor desire to extend the Contract for an additional year.

2 RENEWAL: The term of the Contract is hereby renewed for one additional year. The Price as defined in section 5 of the Contract is hereby increased to \$440,000 for 2026.

3 PROVISIONS CONTINUE IN EFFECT: All provisions of the Contract remain in full force and effect. All provisions of the Contract relating to the interpretation or application of the Contract shall apply equally to this Contract Renewal as though fully set forth herein. This instrument forms a contract only when executed in writing by duly authorized representatives of Town and Contractor. By their signatures on this document, the signatories represent that they have actual authority to enter this Contract for the respective parties.

Signature pages follow.



Memo

Through: Town Administrator Machalek

From: Paul J. Fetherston, Internal Services Director
Derek Pastor, Project Manager

Department: Internal Services

Date: January 13, 2026

Subject: Resolution 04-26 Contract for On-Call Plumbing Services with
Maddison Mechanical, Inc

Type: Contract/Agreement, Resolution

Objective

To provide the Town of Estes Park (Town) with an on-call contractor for professional plumbing services on an on-call, as needed basis. The awarded contractor will enter into a one-year contract with optional one-year renewals for up to four additional years.

Present Situation:

Currently, the Town does not have any professional plumbing contractors under contract. As a result, when plumbing needs arise that are beyond the capacity of Facilities Maintenance staff, the Town must work to secure interested vendors to provide services. This process can cause delays in response.

In an effort to maximize time and resources relative to plumbing needs, the Town issued a Request for Proposals (RFP) for on-call plumbing services on October 14, 2025. One proposal was received by the November 6, 2025 deadline. Following a review of the proposal and interaction with the contractors that submitted the proposal, staff recommends that the Town enter into on-call plumbing service contracts with Maddison Mechanical, Inc.

The Town had previously secured an on-call plumbing contractor in April of 2025 through a competitive process with Town Board contract approval. That contractor has since closed operations, requiring this subsequent RFP and contracting process.

Proposal:

To consider authorizing the Mayor to sign the contract for on-call plumbing services.

Advantages:

- **Priority Service:** During a plumbing emergency, the Town has access to immediate services thereby minimizing wait times and potential damage.
- **Expertise, Experience and Equipment:** Professional plumbers have (a) a depth of knowledge and experience ensuring issues are diagnosed and resolved efficiently; and (b) access to advanced tools and high-quality materials ensuring precise and durable repairs.
- **Resource Allocation:** Having professional plumbers on call allows limited Town staff resources to be allocated appropriately and beneficially.

Disadvantages:

- **Cost:** Since prices are fixed through an on-call contract, prices could be higher. Conversely, stable and fixed prices could be an advantage.

Action Recommended:

Staff recommends Town Board approval of the on-call plumbing service contract with Maddison Mechanical, Inc.

Finance/Resource Impact:

The costs for on-call plumbing services would be processed through either the Facilities repairs and maintenance account or an account identified by the Department utilizing the services – absent an emergency that the account could not support.

Level of Public Interest:

There is public interest in the Town repairing and maintaining its facility infrastructure through professional services in a timely manner.

Sample Motion:

I move to **approve/ deny** adoption of Resolution 04-26.

Attachments:

1. Resolution 04-26
2. Services Contract with Maddison Mechanical, Inc

3. On-Call Plumbing Services RFP
4. On-Call Plumbing Services Proposal from Maddison Mechanical

RESOLUTION 04-26

APPROVING A CONTRACT FOR ON-CALL PLUMBING SERVICES

WHEREAS, the Town of Estes Park (Town) issued a Request for Proposals (RFP) for on-call plumbing services in October 2025 for purposes of contracting with one or more vendors for on-call plumbing services; and

WHEREAS, the RFP requires the contractor(s) to provide plumbing services on an on-call as-needed basis at Town facilities and properties as directed by the Town through a work order process; and

WHEREAS, through its RFP process, the Town selected one firm to provide on-call plumbing services as needed; and

WHEREAS, the services provided through this RFP are typically budgeted within the building repair and maintenance accounts within the facilities division or the budget of the department requesting services provided by a professional plumber; and

WHEREAS, this contract has been negotiated with the awarded vendor based on the Town's RFP process; and

WHEREAS, the Town Board of Trustees wishes to enter into a contract with this firm to facilitate plumbing services as needed.

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

The Board approves, and authorizes the Mayor to sign, the on-call-plumbing services contract with Maddison Mechanical, Inc. in substantially the form now before the Board.

If, in any fiscal year, the amount to be spent under any such contract will exceed the staff spending authority under the Town policies, Town Board approval shall be required for exceeding expenditures under that contract. The approval will authorize further expenditures, not to exceed an amount specified by the Town Board for that contract year.

DATED this 13th day of January, 2026.

TOWN OF ESTES PARK

Gary Hall, Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:



Town Attorney



TOWN OF ESTES PARK

TOWN OF ESTES PARK, COLORADO SERVICES CONTRACT
ON-CALL PROFESSIONAL PLUMBING SERVICES

The parties, the Town of Estes Park, Colorado (Town), a municipal corporation, and Maddison Mechanical, Inc (Contractor), a Colorado corporation whose address is 4161 Mulligan Drive, Longmont, CO 80504, make this Contract this _____ day of _____, 2026, at the Town of Estes Park, Colorado, considering the following facts and circumstances:

1 RECITALS:

- 1.1 Town desires to use the services of Contractor outlined in Contractor’s Proposal; and;
- 1.2 Contractor has agreed to provide the Services outlined in its Proposal, on the terms and conditions stated in this Contract.

2 CONTRACT: This Agreement is a Contract, representing the entire and integrated agreement between the parties and supersedes any prior negotiations, written or oral representations and agreements. The Agreement incorporates the following Contract Documents. In resolving inconsistencies between two or more of the Contract Documents, they shall take precedence in the order enumerated, with the first listed Contract Document having highest precedence.

The Contract Documents, except for amendments executed after execution of this Contract, are:

- 2.1 Change Orders;
- 2.2 Notice to Proceed;
- 2.3 This Contract;
- 2.4 The following Addenda, if any: NA

Number	Date	Pages
2.5	The following Special Conditions of the Contract, if any: NA	
	Document	Title
		Pages
- 2.6 Notice of Award;
- 2.7 Request for Proposals, containing 27 pages, dated October 14, 2025;
- 2.8 Contractor’s Proposal, containing 10 pages, dated November 4, 2025; and
- 2.9 Insurance Certificates.

- 3 SCOPE OF SERVICES: Contractor shall provide and furnish at its own cost and expense all materials, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to provide its Services in strict accordance with the conditions and prices stated in the Contract Documents.
- 4 BEGINNING WORK AND COMPLETION SCHEDULE: The Contractor shall begin services under this Contract upon receiving Town's notice to proceed. Contractor shall timely perform its Services, as directed by the Town.
- 5 PRICE: The Town will pay Contractor for the performance of this Contract, on an as-needed basis documented by email or other written correspondence between the Town and Contractor for each individual assignment under this contract, and the not-to-exceed billing rates provided by the consultant, as described in the Contractor's Proposal. This Contract does not create a multiple fiscal year direct or indirect debt or other financial obligation. Each request for service shall incur a concurrent debt for that request only. All financial obligations of the Town under this Contract are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations.
- 6 TIME OF PAYMENTS TO CONTRACTOR: The Contractor shall bill its charges to the Town periodically, but no more frequently than once a month. Each bill shall contain a statement of the time the primary employees spent on the Services since the previous bill, a brief description of the Services provided by each such employee, and an itemization of direct expenses. The Town will pay each such bill which it finds to be in accordance with this Contract within forty-five days of its receipt. If Town questions any part of a bill, finds any part of a bill does not conform to this Contract, or claims the right to withhold payment of any part of a bill, it will promptly notify Contractor of the question, nonconformity or reasons for withholding.
- 7 QUALIFICATIONS ON OBLIGATIONS TO PAY: No partial payment shall be final acceptance or approval of that part of the Services paid for, or shall relieve Contractor of any of its obligations under this Contract. Notwithstanding any other terms of this Contract, Town may withhold any payment (whether a progress payment or final payment) to Contractor under the following conditions:
 - 7.1 Contractor fails to promptly pay all bills for labor, material, or services of consultants furnished or performed by others to perform Services.
 - 7.2 Contractor is in default of any of its obligations under this Contract or any of the Contract Documents.
 - 7.3 Any part of such payment is attributable to Services not conforming to this Contract. (Town will pay for any part attributable to conforming Services).
 - 7.4 Town, in its good faith judgment, determines that the compensation remaining unpaid will not be sufficient to complete the Services according to this Contract.

- 8 CHANGE ORDERS: Town reserves the right to order work changes in the nature of additions, deletions, or modifications, without invalidating this agreement, and agrees to make corresponding adjustments in the contract price and time for completion. All changes will be authorized by a written change order signed by Town. Work shall be changed, and the contract price and completion time shall be modified only as set out in the written change order.
- 9 SERVICE OF NOTICES: The parties may give each other required notices in person or by first class mail or by email to their authorized representatives (or their successors) at the addresses listed below:

TOWN OF ESTES PARK:
Paul J. Fetherston, Internal Services Director
170 MacGregor Ave
Estes Park, CO 80517

CONTRACTOR:
Don Browning, Owner
4161 Mulligan Drive
Longmont, CO 80504

- 10 COMPLIANCE WITH LAW: Contractor will perform this Contract in strict compliance with applicable federal, state, and municipal laws, rules, statutes, charter provisions, ordinances, and regulations (including sections of the Occupational Safety and Health Administration [OSHA] regulations, latest revised edition, providing for job safety and health protection for workers) and all orders and decrees of bodies or tribunals applicable to work under this Contract. Contractor shall defend and indemnify Town against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order, or decrees by itself or by its subcontractors, agents, or employees. Town assumes no duty to ensure that Contractor follows the safety regulations issued by OSHA. The Contractor shall indemnify, hold harmless, and assume liability on behalf of the Town and its officers, employees, and agents, for all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and any other amounts incurred by the Town in relation to the Contractor's noncompliance with the accessibility standards for an individual with a disability adopted by the Colorado Office of Information Technology pursuant to section 24-85-103, C.R.S.
- 11 PERMITS AND LICENSES: The Contractor shall secure all permits and licenses, pay all charges, files, and taxes and give all notices necessary and incidental to the lawful prosecution of its Services. Anyone conducting business in the Town of Estes Park is required to have a business license which can be obtained from the Town Clerk's Office.
- 12 PATENTED DEVICES, MATERIALS AND PROCESSES: The Contractor shall hold and save harmless the Town from all claims for infringement, by reason of fee use of any patented design, device, material, process, or trademark or copyright and shall indemnify the Town for any costs, expenses, and damages, including court costs and attorney fees, incurred by reason of actual or alleged infringement during the prosecution or after completion of Services.

- 13 INSURANCE: Contractor shall, at its own costs, secure and continuously maintain through the term of this Contract the minimum insurance coverages listed below, with forms and insurers acceptable to Town. In addition, Contractor shall maintain such coverages for the insurance listed in Paragraphs 13.2 and 13.3 for two additional years. For any claims-made policy, Contractor shall include the necessary retroactive dates and extended reporting periods to maintain continuous coverage.
- 13.1 Workers' Compensation according to the Workers' Compensation Act of the State of Colorado and Employer's Liability with limits of at least \$500,000. Contractor shall require any subcontractor hired by the Contractor to carry Workers' Compensation and Employer's Liability coverage.
- 13.2 General liability, including contractual liability, of at least \$1,000,000 per each occurrence plus an additional amount adequate to pay related attorney's fees and defense cost. Coverage shall include bodily injury, property damage, personal injury, and contractual liability.
- 13.3 Comprehensive Automobile Liability with minimum limits for bodily injury and property damage coverage of at least \$1,000,000 per each occurrence plus an additional amount adequate to pay related attorneys' fees and defense costs, for each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of this Contract.
- 13.4 The required general liability and comprehensive automobile liability policies shall contain endorsements to include Town and its officers and employees as additional insureds. The required professional liability and workers' compensation policies or coverages shall not contain endorsements including the Town, its officers or employees as additional insureds. Every policy required above shall be primary insurance. Any insurance or self-insurance benefits carried by Town, its officers, or its employees, shall be in excess and not contributory to that provided by Contractor.
- 13.5 Contractor shall, upon request, provide Town a certified copy of each required policy.
- 13.6 As evidence of the insurance coverages required by this Contract, before beginning work under this Contract, Contractor shall furnish certificates of insurance certifying that at least the minimum coverages required here are in effect and specifying the liability coverages (except for professional liability) are written on an occurrence form to:

Town of Estes Park
170 MacGregor Avenue
PO Box 1200
Estes Park, CO 80517
Attention: Paul J. Fetherston, Internal Services Director

With the exception of professional liability and workers' compensation, policy or policies providing insurance as required will defend and include the Town, its Board, officers, agents and employees as additional insureds on a primary basis for work

performed under or incidental to this Contract. Required insurance policies shall be with companies qualified to do business in Colorado with a general policyholder's financial rating acceptable to the Town. The policies shall not be cancelable or subject to reduction in coverage limits or other modification except after thirty days prior written notice to the Town. General liability and automobile policies shall be for the mutual and joint benefit and protection of the Contractor and the Town. These policies shall provide that the Town, although named as an additional insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its officers, employees, and agents by reason of acts or omissions of the Contractor, its officers, employees, agents, subcontractors, or business invitees. They shall be written as primary policies not contributing to and not in excess of coverage the Town may carry.

- 13.7 If Contractor is self-insured under the laws of the State of Colorado, Contractor shall provide appropriate declarations and evidence of coverage.
- 13.8 Contractor shall not cancel, change, or fail to renew required insurance coverages. Contractor shall notify Town's designated person responsible for risk management of any reduction or exhaustion of aggregate limits, which Town may deem to be a breach of this Contract.
- 13.9 The Town relies on, and does not waive or intend to waive, by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the parties, their officers, or their employees.
- 13.10 If any insurance required here is to be issued or renewed on a claims-made form as opposed to the occurrence form, the retroactive date for coverage will be no later than the commencement date of the Services and will state that in the event of cancellation or nonrenewal, the discovery period for insurance claims (tail coverage) will be at least 72 months.
- 13.11 Contractor shall not cancel, non-renew or cause insurance to be materially changed or replaced by another policy without prior approval by Town.

14 INDEMNIFICATION:

- 14.1 Contractor and its agents, principals, officers, partners, employees, and subcontractors ("Indemnitors") shall and do agree to indemnify, protect, and hold harmless the Town, its officers, employees, and agents ("Indemnitees") from all claims, damages, losses, liens, causes of actions, suits, judgments, and expenses (including attorneys' fees), of any nature, kind, or description ("Liabilities") by any third party arising out of, caused by, or resulting from any Services under this Contract if such Liabilities are: (1) attributable to bodily injury, personal injury, sickness, disease, or death of any person, or to the injury or destruction of any tangible property (including resulting loss of use or consequential damages) and (2) caused, in whole or in part, by any

error, omission or negligent act of the Contractor, anyone directly or indirectly employed by it, or anyone for whose acts Contractor may be liable.

- 14.2 If more than one Indemnitor is liable for any error, omission or negligent act covered by this Agreement, each such Indemnitor shall be jointly and severally liable to the Indemnitees for indemnification and the Indemnitors may settle ultimate responsibility among themselves for the loss and expense of any such indemnification by separate proceedings and without jeopardy to any Indemnitee. This Agreement shall not eliminate or reduce any other right to indemnification or other remedy the Town, or any of the Indemnitees may have by law.
- 14.3 As part of this indemnity obligation, the Contractor shall compensate the Town for any time the Town Attorney's Office and other counsel to the Town reasonably spend on such claims or actions at the rates generally prevailing among private practitioners in the Town of Estes Park for similar services. This obligation to indemnify the Town shall survive the termination or expiration of this Agreement.
- 15 INDEPENDENT CONTRACTOR: Contractor shall perform all Services under this Agreement as an independent contractor, and not as an agent or employee of Town. No employee or official of Town shall supervise Contractor. Contractor shall exercise no supervision over any employee or official of Town. Contractor shall not represent that it is an employee or agent of the Town in any capacity. **Contractor's officers, employees and agents are not entitled to Workers' Compensation benefits from the Town, and Contractor is obligated to pay federal and state income tax on money earned under this Agreement.** Except as this Agreement expressly states, Contractor shall, at its sole expense, supply all buildings, equipment and materials, machinery, tools, superintendence, personnel, insurance and other accessories and Services necessary. This Agreement is not exclusive; subject the terms of this Agreement, Town and Contractor may each contract with other parties.
- 16 PROVISIONS CONSTRUED AS TO FAIR MEANING: Any tribunal enforcing this Agreement shall construe its terms as to their fair meaning, and not for or against any party based upon any attribution to either party.
- 17 HEADINGS FOR CONVENIENCE: All headings, captions and titles are for convenience and reference only and of no meaning in the interpretation or effect of this Contract.
- 18 NO THIRD-PARTY BENEFICIARIES: The parties intend no third-party beneficiaries under this Contract. Any person besides Town or Contractor receiving services or benefits under this Agreement is an incidental beneficiary only.
- 19 TOWN'S RIGHT TO BAR PERSONNEL FROM WORK SITE: For conduct the Town (in its sole discretion) decides may violate applicable laws, ordinances rules or regulations, or may expose Town to liability or loss, Town may bar any person (including Contractor's and subcontractors' employees) from the Town's work sites. Such a bar shall not require any employee's discharge from employment, but shall merely prohibit the employee's presence at Town's work sites. Such a bar shall not warrant an increase in contract time or Price.

- 20 WAIVER: No waiver of any breach or default under this Agreement shall waive any other or later breach or default.
- 21 TERM: This Contract shall commence on the date specified in a forthcoming Notice to Proceed, and shall continue through December 31, 2026 with the option of four (4) additional renewals, on an annual basis, upon agreement of both parties.
- 22 TERMINATION:
- 22.1 In addition to any other available remedies, either party may terminate this Contract if the other party fails to cure a specified default within seven (7) days of receiving written notice of the default. The notice shall specify each such material breach, in reasonable detail.
- 22.2 Town may, at any time, terminate performance of the work, in whole or in part, for its own convenience. The Town may effect such termination by giving Contractor written Notice of Termination specifying the extent and effective date of termination. In case of termination, for convenience, Town shall pay Contractor for work satisfactorily completed, to the date of termination. The Town shall determine the portion of work completed.
- 22.3 If either party so terminates, the Contractor shall promptly deliver to the Town all drawings, computer programs, computer input and output, analysis, plans, photographic images, tests, maps, surveys and writer's materials of any kind generated in the performance of its Services under this Contract up to and including the date of termination.
- 23 SUSPENSION: Without terminating or breaching this Contract, the Town may, at its pleasure, suspend fee services of the Contractor hereunder. Town may effect suspension by giving the Contractor written notice one (1) day in advance of the suspension date. Upon receipt of such notices the Contractor shall cease their work as efficiently as possible, to keep total charges to a minimum. The Town must specifically authorize any work performed during suspension. Since suspension and subsequent reactivation may inconvenience the Contractor, Town will endeavor to provide advance notice and minimize its use. After a suspension has been in effect for thirty days, the Contractor may terminate this Contract at will.
- 24 ASSIGNMENT AND DELEGATION: Except as stated, neither party may assign its rights or delegate its duties under this Contract without the express written approval of the other.
- 25 SUBCONTRACTING: Except subcontractor clearly identified and accepted in the Contractor's Proposal, Contractor may employ subcontractors to perform the Services only with Town's express prior written approval. Contractor is solely responsible for any compensation, insurance, and all clerical detail involved in employment of subcontractors.

- 26 GOVERNING LAW AND VENUE: The laws of the State of Colorado shall govern enforcement and interpretation of this Contract. Venue and jurisdiction for any court action filed regarding this agreement shall be only in Larimer County, Colorado.
- 27 AUTHORITY: This instrument forms a contract only when executed in writing by duly authorized representatives of Town and Contractor. By their signatures on this document, the signatories represent that they have actual authority to enter this Contract for the respective parties.
- 28 INTEGRATION: There are no other agreements on the same subject than expressly stated or incorporated in this Contract.
- 29 DAMAGES FOR BREACH OF CONTRACT: In addition to any other legal or equitable remedy the Town may be entitled to for a breach of this Contract, if the Town terminates this Contract, in whole or in part, due to Contractor's breach of any provision of this Contract, Contractor shall be liable for actual and consequential damages to the Town.

Signature pages follow.



TOWN OF ESTES PARK

REQUEST FOR PROPOSALS

On-Call Plumbing Services

Tuesday, October 14, 2025

Proposals due by 2:00 PM MDT

Thursday, November 6, 2025

I. INTRODUCTION

PROJECT SUMMARY AND PURPOSE

1. The Town of Estes Park (Town) seeks proposals from Service Providers to provide the Town with professional Plumbing Services (Services) on an on-call, as-needed basis. The awarded contractor(s) will enter into a one year contract with optional one-year renewal for up to four additional years. The Town reserves the right to award multiple Service Providers.

The Town's objective through this Request for Proposals (RFP) is to establish a list of Service Providers, at the sole discretion of the Town, eligible to provide as-needed on-call Plumbing Services for various projects to be determined. For any contract(s) awarded as a result of this RFP, no minimum or maximum number of projects assigned to selected Consultants can be guaranteed by the Town. The contract will be administered by the Internal Services Department; however the scope of work may not be limited to one Division or Department.

More details are provided in the Scope of Services Section.

PROPOSAL SCHEDULE

The following is the schedule for Proposers:

Event	Start Date	End Date
Request for Qualifications (RFQ) Available	Tuesday, October 14, 2025	Tuesday, October 14, 2025
Deadline for Questions (5:00PM MT)	Tuesday, October 28, 2025	Tuesday, October 28, 2025
Final Addenda Issued	Thursday, October 30, 2025	Thursday, October 30, 2025
Submissions Due (2:00 PM MT)	Thursday, November 6, 2025	Thursday, November 6, 2025
Proposal Evaluations & Contract Preparation (Notices of Award/Declination)	Friday, November 7, 2025	Monday, December 15, 2025
Town Board Approval (tentative)	Tuesday, January 13, 2026	Tuesday, January 13, 2026

PROPOSAL DOCUMENTS

Request for Proposals document can be obtained through Rocky Mountain Purchasing (BidNet) www.rockymountainbidsystem.com or found on the Town's Website (<https://estespark.colorado.gov/rfp>).

The Town of Estes Park, Colorado will receive sealed Proposals for On-Call Plumbing Services until Thursday, November 6, 2025.

Proposals may be submitted via one of the following methods:

1. **'BidNet'**: Response to the solicitation on Rocky Mountain E-Purchasing System (www.rockymountainbidsystem.com); or
2. **Email** in electronic format (PDF) only to Rober Schumaker (rschumaker@estes.org). It is the Proposer's responsibility to clearly identify in the email subject line "RFP for ON-CALL PLUMBING SERVICES";

Late Proposals will not be accepted or considered.

The Request for Proposal Documents are available on www.rockymountainbidsystem.com as well as on the Town's website at www.estes.org/rfp. Interested proposers are responsible for verifying receipt of all applicable documentation, including any associated addenda. The Town of Estes Park cannot guarantee accurate information obtained from sources other than BidNet.

WRITTEN QUESTIONS

Prospective proposers may submit written inquiries concerning the requirements of this RFP to the Project Manager via BidNet or e-mail before the Deadline for Questions listed above. Proposers are reminded that any changes to the RFP will be by written addenda only and nothing stated verbally shall change or qualify in any way any of the provisions in the RFP and shall not be binding on the Town.

PROPOSER COMMUNICATIONS & REQUESTS

All correspondence, communications, and contact regarding this RFP shall be with the Town representative identified as follows:

Robert Schumaker, Facilities Supervisor / Project Manager Facilities
Division, Internal Services Department
Town of Estes Park
170 MacGregor Avenue, Room 100
Estes Park, CO 80517 Phone: 970-577-3957 Email:
rschumaker@estes.org

Prospective Service Providers/ individuals and their representatives shall not make any contact or communicate with any members of the Town, other than the Project Manager, regarding any aspect of this RFP.

At any time during this procurement up to the time specified in “Proposal Schedule,” prospective Service Providers/ individuals may submit a request for a clarification or interpretation of any aspect or requirement of the RFP. All questions and subsequent answers will be included in addendum documentation.

If it should appear to a prospective service provider that the scope under the contract, or any of the matters relating thereto, is not sufficiently described or explained in the RFP or contract documents, or that any conflict or discrepancy exists between different parts thereof or with any Federal, State, or local law, ordinance, rule, regulation, or other standard or requirement, then the proposers shall submit a written request for clarification to the Town within the time period specified above.

ADDENDA TO RFP

The Town reserves the right to amend the RFP at any time. Any amendments to or interpretations of the RFP shall be described in written addenda. The Town shall post addenda for prospective consultants to access through BidNet and on the Town’s website. It is the responsibility of prospective Service Providers to access all addenda. All addenda issued shall become part of the RFP.

If the Town determines that the addenda may require significant changes in the preparation of proposals, the deadline for submitting the proposals may be postponed by the number of days that the Town determines will allow proposers sufficient time to revise their proposals. Any new due date shall be included in the addenda.

II. PROJECT OVERVIEW, SCOPE OF SERVICES

PROJECT DESCRIPTION

The Town invites submittal of proposals from Service Providers interested in providing Professional On-Call Plumbing Services. The Town is anticipating contracting annually with two (2) or more consultants renewable for a total of up to 5-years with services secured through work order(s) assignments. Work order(s) for each project will take into account the scope of service, work schedule, and fee proposal submitted to the Town.

SCOPE OF SERVICES

- A. **General Scope of Services:** The scope of services for specific projects will be determined at the time when the Town solicits work order proposals. The Town’s usage of the on-call services is on an as-needed basis so that if the demand is not there, then the services will not be requested. For each on-call service request, the Service Provider and the Town will agree upon a specific scope of work and cost for that project through a work order process. The Town has the right to retain other Service Providers at its sole discretion when the Town believes there will be an economic or other significant advantage in doing so. No minimum amount of work is guaranteed under these agreements. Compensation will be based on time and material with a not-to-exceed limit agreed upon by both the Service Provider and Town before work begins based on the mutually agreed work order.

- B. **Description of Services:** The Service Provider shall provide all labor, management, supervision, materials, parts, equipment, and transportation necessary to complete maintenance, repair, modifications, drain/ pipe cleaning and clearing, or installation services of plumbing and related systems.

Services are to be provided on an ‘on-call, as-needed’ basis in Town owned facilities including but not limited to:

Town Hall	Police Department (in Town Hall)
Power and Communications – Dekker Building	Trailblazer Broadband/ Power & Communications building (Woodstock Drive)
Water Division	Fleet Services
Streets Services	Estes Park Museum
Parks Division	Estes Park Visitor Center
Estes Park Events Complex	Off Site Storage Facilities
All Town-owned public restroom facilities	

Service Provider shall be able to provide, at a minimum, the following services on an on-call, as needed basis, including all labor, materials, and necessary equipment:

- Installation, maintenance, or repair of plumbing, including supply, drain, and vent piping, pipe appurtenances such as valves and backflow preventers, toilet and shower fixtures, dishwashers, garbage disposals, water heaters, drinking fountains, etc.;
- Drain clearing (snaking); and
- Drain clearing (jetting).

Service Provider shall be required to remove and dispose of all waste from the Work site. Handling and disposal of all waste (to include hazardous material and/or waste) shall be conducted by the Service Provider according to all most recent federal, state, and local health and environmental regulations.

- C. **Urgent/Emergency Situations.** In the event of an urgent or emergency situation related to the general welfare and safety of the Town, Service Provider shall respond as reasonably as soon as possible when requested by the Town. The Town shall determine, in its sole discretion, when a situation is urgent or an emergency (an “Urgent/Emergency Situation”). When the Town’s Representative determines what work is required, the Service Provider will respond and be ready and available for work at the time the call for service is received. The Service Provider shall coordinate directly with the Town’s Representative and perform all of the duties and responsibilities the requested work requires during the term of this Agreement. Service Provider agrees to follow the Town’s Representative’s directives as to what Work shall be performed.
- D. **Emergency Response Time.** Service Provider shall be available to perform any and all services on a twenty-four (24) hour a day, seven (7) day a week basis. For Emergency Response, Service Provider shall be on-site and ready to provide services no later than two (2)

hours after the call is placed by the Town's Representative requesting an emergency response. Failure to reasonably comply with this maximum response time may result in the termination of this Agreement. Emergency Response situations are classified as such by the Town's representative at the Town's sole discretion.

- E. **Emergency Equipment Requirements.** Service Provider shall provide all equipment, whether owned or rented, necessary to perform the Work.
- F. **Work Authorization Procedure.** There are generally five (5) types of situations under which the Town may assign Work under this Agreement:
 - 1. Emergency Work that requires mobilization as soon as possible after notification is given to the Service Provider. Emergency is defined as a situation that is a threat to the public health or welfare.
 - 2. Expedited, but non-emergency, non-scheduled Work that the Town desires to expedite due to a benefit to the Town, such as mitigating negative financial impact, which requires response by the Service Provider as soon as possible, but no later than within two (2) Calendar Days maximum, after notification is given to the Service Provider.
 - 3. Non-emergency, non-scheduled Work that requires response by the Service Provider as negotiated in the schedule development phase of the Work.
 - 4. Scheduled Work, such as for routine maintenance to be performed at pre- determined intervals as mutually agreed upon by the Parties.
 - 5. Competitive Solicitation. In consideration of Service Provider's prequalified status, Service Provider may be requested to submit a sealed bid for a Work Assignment in response to a formal or informal solicitation issued by the Town.

G. Assignment of Scope of Work.

Non-Emergency Work. Except in the case of Urgent\Emergency Work, which there is no time to develop a Scope of Work (SOW) before the Work begins, or the scheduled Work has a predetermined SOW, the Town will develop a specific SOW for each given Work Assignment before the assigned Work begins. The SOW may include written description of the Work, sketches, drawings, and/or technical specifications.

Emergency Work. The SOW of Emergency Work shall be to take whatever means are necessary to stabilize the situation to eliminate the emergency condition. The Town, in consultation with the Service Provider, shall determine what steps are necessary to stabilize in an emergency situation. Further remedial Work following stabilization of the emergency will then be handled on either an expedited basis or non-emergency basis. Thereafter, the Scope of Scheduled Work will be defined in the Work Assignment.

Before the Work begins, the Town and the Service Provider will review the Scope of Work of each Work Assignment to ensure the role of each Party is defined and understood. Each SOW will address the physical features of the Work Assignment, the timeframe for completion of the Work, any necessary phasing, and whether the Work requires obtaining a permit (such as building permit, NPDES, traffic control, etc.) or not. At a minimum, the SOW will include a written

description of the Work to be done, and when appropriate, shall include any required sketch or engineering drawings.

H. **Performance Bonds**

For any scope of work with an estimated cost of \$50,000 or more, the Service Provider must provide a performance bond and a payment bond. These bonds must be issued by a surety company authorized to do business in Colorado and must be in an amount equal to 100% of the contract price. The bonds shall guarantee the faithful performance of the contract and the payment of all obligations arising thereunder.

The Service Provider shall submit proof of bonding capacity with their cost proposal for each scope of work with an estimated cost of \$50,000 or more. Failure to provide the required bonds within ten (10) days of the Town's acceptance of the scope of work cost proposal from the Service Provider may result in the forfeiture of the scope of work.

- I. **Invoices.** Charges shall comply with **Exhibit 4, Schedule of Charges**. For any Services required by the Town in or on Town owned property, or in or on non-Town owned property which the Town is responsible to pay, Service Provider shall provide a detailed Invoice. Invoices may be on the Service Provider's standard form.

Documentation of the costs acceptable to the Town as defined in **Exhibit 4** shall be attached to each of Service Provider's invoices.

All Invoices shall at a minimum include the following:

- The Town's Purchase Order Number;
- Dates and times of Services performed;
- Location of the Services performed;
- The name of the Town Representative who authorized each Work Assignment;
- An itemized list of all Services performed;

- J. **Submission of Invoices.** Invoices, including all documentation, may be emailed to Robert Schumaker, Facilities Supervisor. Alternatively, a hard copy may be mailed to the attention of Robert Schumaker.

The Town reserves the right to request any additional backup information deemed necessary to substantiate the Service Provider's (or it's Subcontractors') invoiced costs prior to release of payment for the invoiced services.

- K. **Compliance with Federal, State and Local Regulations, Rules and Standards.** All Work shall be conducted according to all most recent federal, state, and local regulations. Service Provider is responsible for obtaining any necessary permits and licenses required to perform Work. All employees and/or subcontractors of the Service Provider shall be trained and adequately qualified and/or certified to efficiently, effectively, and lawfully execute the services being rendered.

USE OF SUBCONSULTANTS

The Service Provider shall indicate in the proposal any on-call work intended to be performed by subconsultants or persons outside of their firm. The Service Provider shall name the subconsultants, if known at the time of proposal submittal. Subconsultants shall be bound to meet the same quality standards and schedules. They will also provide the same level of documentation as described in Section III below.

AWARD OF CONTRACT

A formal contract will be awarded to the responsive and responsible proposing consultant whose proposal, conforming to the RFP and according to the selection factors, which the Town considers to be most advantageous to the Town's interests. If chosen, the Service Provider will enter into an agreement with the Town via Exhibit 5, Professional Services Contract. The executed contract will include billing rates that the selected Service Provider will be expected to maintain throughout the first year of the contract. For the subsequent years in which the contract is renewed, the Town will consider renegotiation of the billing rates prior to the start of the contract year. Invoicing shall be based on the Service Provider's hourly rate schedule provided in the proposal. The successful consultant shall acquire a Town Business License prior to signing the contract. A Town Business License can be obtained through the Town Clerk's Office at <https://www.colorado.gov/pacific/townofestespark/businesslicensing>.

MATERIAL OWNERSHIP

All material submitted regarding this RFP becomes the property of the Town and will only be returned to the Service Provider at the Town's option. The Town has the right to use any or all ideas presented in reply to this RFP. Disqualification of proposer does not eliminate this right.

RESPONSIBILITY

The selected Service Provider will be required to assume responsibility for all services offered in the proposal whether or not they possess them within their organization. The selected Service Provider will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

PROPOSAL VALIDITY

The proposer agrees to be bound by its proposal for a period of one-hundred and twenty (120) days from the deadline to submit proposals pursuant to this RFP, during which time the Town may request clarification or correction of the proposal for the purpose of evaluation. Amendments or clarifications shall not affect the remainder of the proposal, but only that portion so amended or clarified.

TERM OF CONTRACT

The term of the contract resulting from this RFP is anticipated to be one-year with up to four one-year renewals thereafter (for a contract period not to exceed a total of five years). The Town will

generate the Professional Services Contract (Exhibit 5) in accordance with Town policy.

III. PROPOSAL AND INFORMATION

ORGANIZATION OF THE SUBMISSION

All proposals shall include the following information:

- 1) **Company Profile:** A brief overview of the service provider, including its history, size, and experience in plumbing services, particularly with municipalities or similar clients. The letter should be limited to two pages.
- 2) **Personnel and Subcontractors Listing:** A completed Exhibit 2, Service Provider’s Personnel and Subcontractors Listing, showing all key personnel and subcontractors that are likely to be assigned to perform Services under the Agreement.
- 3) **Schedule of Charges:** The proposed Exhibit 4, Schedule of Charges, containing the billable hourly rates for all personnel proposed for assignment to the Project team, and hourly rates for owned equipment proposed for use on the Project. Any fees such as mobilization or “minimum charges” should be itemized. Proposing Service Providers can and should include standardized price sheets if available. Note that expense categories not identified in the Schedule of Charges will not be reimbursed separately, but are assumed to be included in the billable hourly rates or the percent markup, whichever is applicable. Reimbursable expenses are reimbursed at cost. The proposed Schedule of Charges will be the sole basis of payment for the successful Service Provider.
- 4) **Work Experience**
A summary of at least three recent projects similar in scope to this RFP, including client references with contact information.
- 5) **Reference Authorization and Release Form:** An executed Exhibit 3 Reference Authorization and Release Form.
- 6) **Availability:** Provide a representative availability and confirm in writing that the Service Provider will meet the response times outlined for this on-call service.
- 7) **Bonding:** Proof of adequate bonding capacity for projects with an estimated cost of \$50,000 or more.
- 8) **Licenses:** Evidence of applicable state and local plumbing licenses and certifications.

Submittal of a Proposal shall be taken as prima facie evidence that the Proposer has full knowledge of the scope, nature, quality, and quantity of the Services to be performed, and the detailed requirements and conditions under which the Services is to be performed.

PROPOSAL SUBMISSION

All proposals must be to the Project Manager by 2:00 PM (MDT) on Thursday, November 6, 2025. Proposals must be submitted through one of the following means:

- A. ‘**BidNet**’: Response to the solicitation on Rocky Mountain E-Purchasing System (www.rockymountainbidsystem.com); or
- B. Email to Robert Schumaker, Facilities Supervisor/ Project Manager (rschumaker@estes.org) Subject line: RFP – On-Call Plumbing Services

LATE PROPOSALS WILL NOT BE ACCEPTED OR CONSIDERED.

PROPRIETARY INFORMATION

All information included in any proposal that is of a proprietary nature must be clearly marked as such. The Town shall be held harmless from any claims arising from the release of proprietary information not clearly designated as such by the proposing Service Provider. In general, it is not acceptable to the Town to mark information other than financial data as proprietary without the written authorization from the Internal Services Director. Failure to adhere to this restriction could result in rejection of the entire proposal. The Town has the right to use any or all ideas presented in reply to this RFP. Disqualification of the proposer does not eliminate this right.

REJECTION OF PROPOSAL

The Town reserves the right to cancel this Request for Proposal; reject any Proposal, in whole or in part; to modify the Scope of Services to be done as mandated by budgetary requirements; and to waive informalities or irregularities in the Proposals received, when it is in the Town's best interest to do so. The total cost of proposal preparation, submission, and any travel or accommodations resulting from invitation to interview shall be covered by the Service Provider.

USE OF SUBCONSULTANTS

The Service Provider shall indicate in the proposal any work intended to be performed by subcontractors or persons outside of the Service Provider (e.g., partnering Service Providers, consultants, etc.). The Service Provider shall name the partner Service Providers, if known, at the time of proposal submittal. Partners and subcontractors shall be bound to meeting the same quality standards and schedules as the proposing Service Provider. They will also provide the same level of documentation (insurance & professional and business licenses).

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The Town, in accordance with Title VI of the Civil Rights Act of 1964, and Title 49, Code of Federal Regulations (CFR), Department of Transportation (DOT), Part 21, for nondiscrimination in federally-assisted programs, notifies all bidders and proposers that it will affirmatively ensure that, in any contract entered into for this solicitation, disadvantaged business enterprises will be afforded full opportunity to participate in the solicitation process and will not be discriminated against on the grounds of race, color, or national origin. There is no DBE requirement for this project, however DBE participation is strongly encouraged.

INSURANCE REQUIREMENTS

Insurance Certificates are not required with the proposal but shall be provided by the selected Service Provider with the signed Professional Services Contract. The Town must approve the successful Service Provider's(s) insurance prior to execution of the agreement by the Town. The successful Service Provider(s) shall also acquire a Town Business License prior to signing the agreement, at their own expense.

PROPOSAL REVIEW, EVALUATION, & SELECTION PROCESS

Service Providers shall submit a comprehensive, but concise, RFP submittal. Failure of the Service Provider to provide any information requested in this RFP may result in disqualification of the **Page | 10**
RFP – On-Call Plumbing Services

submitted proposal.

Submittal Review: The Review Committee shall evaluate and rank proposal submittals based on alignment with the RFP requirements, Submittal Format, and Review Criteria. Interviews may be scheduled at the Town’s discretion; however the Town reserves the right to select a Service Provider(s) based on the proposals only.

Interview of Finalists: At the Town’s option, the field will be narrowed to the top responsive Service Providers, and they will be invited to interview with the review committee, in a to-be-defined format. The finalists will have approximately one week to prepare their presentation for the committee.

SELECTION CRITERIA

The objective of the Review Committee will be to evaluate proposals against the criteria set forth here-in:

SELECTION CRITERIA	Point Value
Experience and Qualifications: The Service Provider’s relevant experience in providing on-call plumbing services, particularly in municipal or governmental settings.	30 points
Value and Cost: Competitiveness, value and transparency related to labor rates and fees.	30 points
Response Time and Availability: Ability to respond quickly to emergency service requests	25 points
Compliance with RFP Requirements: Completeness and accuracy of the proposal in meeting all outlined submission requirements.	15 points
Total Points	100 points

Based on the point system, the proposals will be ranked in order of the Service Provider’s perceived ability to perform the work. The top-rated proposals MAY result in interviews, and after interviews, points may be recomputed.

GENERAL REQUIREMENTS

The successful Service Provider(s) shall:

- Have experience in all professional services requested in this RFP.
- Have current required professional licenses and credentials as required.
- Enter into a contract with the Town to provide On-Call Plumbing services.
- Provide proof of and maintain insurance coverage for the duration of the contract period as outlined in the Town’s Professional Services Agreement
- Provide performance bonds for any scope of work with an estimated cost of \$50,000 or more.
- Operate as an independent contractor and will not be considered employee(s) of the Town.
- Be paid on actual invoices as work is completed.

TOWN REPRESENTATIVES

The Town's representative on this project will be Robert Schumaker, Facilities Supervisor/ Project Manager, of the Internal Services Department. All progress meetings, project review, field meetings, day-to-day work, and project related contact will be coordinated through the Project Manager or his designee.

PROTEST PROCEDURES

Any person adversely affected by this solicitation shall file with the Town Clerk, Town of Estes Park, P.O. Box 1200, Estes Park, CO 80517 a Notice of Protest, in writing, at least five (5) calendar days prior to the date on which proposals are to be received. Protests will be considered and responded to in writing prior to the proposal due date of Thursday, November 6, 2025. If the protest is sustained, the proposal due date may be delayed, and an addendum be issued to modify the due date or cancel the solicitation. If the protest is denied, the proposal due date is upheld, and submissions will be required as originally scheduled.

Any person adversely affected by a decision in connection with this solicitation shall file a Formal Written Protest, in writing, within five (5) calendar days of receipt of the decision with the Town's Project Manager.

The formal written protest shall state with particularity the facts and law upon which the protest is based.

Protesters may not challenge the evaluation criteria or the relative weight of the evaluation criteria or the formula for making an award determination.

Upon receipt of a formal written protest that has been filed in a timely manner, the Project Manager shall stop the proposal solicitation process or the award process until the subject of the protest is resolved by mutual agreement or by final action of the Town's Board of Trustees.

The Project Manager shall provide an opportunity to resolve the protest by mutual agreement between the parties within seven (7) working days of receipt of a formal written protest. If the protest is not resolved by mutual agreement within seven (7) working days, the Project Manager and/or the protestor shall refer the protest to: Town Administrator, Town of Estes Park, P.O. Box 1200, Estes Park, CO 80517.

The Town's Board of Trustees will review the protest and the Project Manager's decision, and either concur or reverse the decision at the next possible regular meeting of the Town Board.

TOWN OF ESTES PARK

Robert Schumaker

Robert Schumaker
Facilities Supervisor/ Project Manager Town
of Estes Park
Internal Services Department
970-577-39
rschumaker@estes.org

IV. EXHIBITS

**EXHIBIT 1
TOWN OF ESTES PARK
ACCEPTANCE OF CONDITIONS STATEMENT**

No employee, elected or appointed official of the Town of Estes Park, or any such person’s spouse or dependent child has an existing or pending, direct or indirect, financial, ownership or personal interest in the proposing Service Provider of this Request for Proposal, except as follows:

I/we hereby agree to all instructions, terms and conditions, and specifications contained herein.
I/we acknowledge receipt of the following Addenda:

Proposing Service Provider Name	
Address	
Telephone Number	
Email	
Submitted By (Signature)	
Printed Name	
Title	
Date	

Attest

Signature	
Printed Name	

EXHIBIT 2
SERVICE PROVIDER'S KEY PERSONNEL AND SUBCONSULTANT LISTING

KEY PERSONNEL:	
NAME	Role/ Job Title
SUBCONTRACTOR LISTING:	
Company Name	Trade or Specialty

Add lines as needed.



TOWN OF ESTES PARK

EXHIBIT 3 TOWN OF ESTES PARK
REFERENCE AUTHORIZATION AND RELEASE FORM

To:

By: _____, A Corporation
_____ A Partnership whose address is
_____ (Proposer)
_____ An Individual

Proposer hereby authorizes Town to perform such investigation of proposer as the Town deems necessary to establish the qualifications, responsibility and financial ability of proposer. By its signature hereon, proposer authorizes owner to obtain reference information concerning proposer and releases the party providing such information named above and the Town from any and all liability to proposer as a result of any such reference information provided.

Proposer further waives any right to receive copies of reference information provided to the Town. An executed copy of this Reference Authorization and Release Form may be used with the same effectiveness as an original.

By

Print Name

Title

Date

**EXHIBIT 4
SCHEDULE OF CHARGES**

The Town of Estes Park seeks proposals from qualified Service Providers to provide as-needed, on-call Plumbing Services for various projects to be determined. The contract will be administered by the Internal Services Department; however the scope of work may not be limited to one Division or Department. Interested Service Providers will provide a proposal as described in the On-Call Plumbing Services RFP and provide their rates for labor and equipment usage, as provided below. Any and all labor and rate charges not provided below but that may apply shall also be included.

DEFINITIONS:

- “Journeyman Plumber” An individual who has completed a certified Plumbing apprenticeship.
- “Plumbers Apprentice” An individual who is currently attending a certified apprenticeship.
- “Laborer”(Plumbers Helper) An individual that assists Journeymen and Apprentices

BID SCHEDULE
RATES FOR LABOR AND EQUIPMENT USAGE
(per hour of actual working time, unless otherwise noted)

Labor Rates (including all surcharges):

Plumbing projects during **Regular Business Hours**: 8:00 A.M. to 5:00 P.M. Monday–Friday; Excluding Town Holidays

	Per Hour
Supervisor	
Journeyman Plumber	
Plumbing Apprentice	
Laborers (Plumbers Helper including Traffic Control Workers)	

INCLUDES TRAVEL

Labor Rates (including all surcharges):

Plumbing projects during **EMERGENCY HOURS**: 5:00 P.M. to 8:00 A.M. Monday–Friday, Saturday and Sunday; Including Town Holidays

	Per Hour
Supervisor	
Journeyman Plumber	
Plumbing Apprentice	
Laborers (Plumbers Helper including Traffic Control Workers)	

INCLUDES TRAVEL

**EXHIBIT 5 TOWN OF ESTES PARK
SERVICES CONTRACT (example)**



TOWN OF ESTES PARK, COLORADO SERVICES CONTRACT

The parties, the Town of Estes Park, Colorado (Town), a municipal corporation, and [Enter Contractor Name] (Contractor), a [Enter Contractor's legal entity, e.g. Colorado Corporation], whose address is [Enter Contractor's address, including street, city, state & zip], make this Contract this _____ day of _____, 2025, at the Town of Estes Park, Colorado, considering the following facts and circumstances:

1. RECITALS:

1.1 Town desires to use the services of Contractor outlined in Contractor's Proposal; and;

1.2 Contractor has agreed to provide the Services outlined in its Proposal, on the terms and conditions stated in this Contract.

2. CONTRACT: This Agreement is a Contract, representing the entire and integrated agreement between the parties and supersedes any prior negotiations, written or oral representations and agreements. The Agreement incorporates the following Contract Documents. In resolving inconsistencies between two or more of the Contract Documents, they shall take precedence in the order enumerated, with the first listed Contract Document having highest precedence.

The Contract Documents, except for amendments executed after execution of this Contract, are:

2.1 Change Orders;

2.2 Notice to Proceed;

2.3 This Contract;

2.4 The following Addenda, if any:

Number	Date	Pages
--------	------	-------

2.5 The following Special Conditions of the Contract, if any:

Document	Title	Pages
----------	-------	-------

2.6 Notice of Award;

2.7 Request for Proposals, containing [Enter number of pages in RFP] pages, dated [Enter date of RFP];

2.8 Contractor's Proposal, containing [Enter number of pages in proposal] pages, dated [Enter proposal date]; and

2.9 Insurance Certificates.

[List here any other documents forming part of the Contract, note this list can vary]

3. SCOPE OF SERVICES: Contractor shall provide and furnish at its own cost and expense all materials, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to provide its Services in strict accordance with the conditions and prices stated in the Contract Documents.
4. BEGINNING WORK AND COMPLETION SCHEDULE: The Contractor shall begin services under this Contract upon receiving Town's notice to proceed. Contractor shall timely perform its Services, according to the Performance Schedule [Enter how Performance Schedule is referenced, either as Contract Document (incorporated into) or Exhibit (attached to), with language to this effect " attached to and incorporated into this Contract or as otherwise directed by Town."].
5. PRICE: The Town will pay Contractor for the performance of this Contract, not to exceed [Enter price], as the Price for the total Services performed as stipulated in Contractor's Proposal. This Contract does not create a multiple fiscal year direct or indirect debt or other financial obligation. Each request for service shall incur a concurrent debt for that request only. All financial obligations of the Town under this Contract are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations.
6. TIME OF PAYMENTS TO CONTRACTOR: The Contractor shall bill its charges to the Town periodically, but no more frequently than once a month. Each bill shall contain a statement of the time the primary employees spent on the Services since the previous bill, a brief description of the Services provided by each such employee, and an itemization of direct expenses. The Town will pay each such bill which it finds to be in accordance with this Contract within forty-five days of its receipt. If Town questions any part of a bill, finds any part of a bill does not conform to this Contract, or claims the right to withhold payment of any part of a bill, it will promptly notify Contractor of the question, nonconformity or reasons for withholding.
7. QUALIFICATIONS ON OBLIGATIONS TO PAY: No partial payment shall be final acceptance or approval of that part of the Services paid for, or shall relieve Contractor of any of its obligations under this Contract. Notwithstanding any other terms of this Contract, Town may withhold any payment (whether a progress payment or final payment) to Contractor under the following conditions:

7.1 Contractor fails to promptly pay all bills for labor, material, or services of consultants furnished or performed by others to perform Services.

7.2 Contractor is in default of any of its obligations under this Contract or any of the Contract Documents.

7.3 Any part of such payment is attributable to Services not conforming to this Contract. (Town will pay for any part attributable to conforming Services).

7.4 Town, in its good faith judgment, determines that the compensation remaining unpaid will not be sufficient to complete the Services according to this Contract.

8. CHANGE ORDERS: Town reserves the right to order work changes in the nature of additions, deletions, or modifications, without invalidating this agreement, and agrees to make corresponding adjustments in the contract price and time for completion. All changes will be authorized by a written change order signed by Town. Work shall be changed, and the contract price and completion time shall be modified only as set out in the written change order.

9. SERVICE OF NOTICES: The parties may give each other required notices in person or by first class mail or by email to their authorized representatives (or their successors) at the addresses listed below:

TOWN OF ESTES PARK:
[Enter name, title, & address of Town's
authorized rep]

CONTRACTOR:
[Enter name, title & address of Contractor's
authorized rep]

10. COMPLIANCE WITH LAW: Contractor will perform this Contract in strict compliance with applicable federal, state, and municipal laws, rules, statutes, charter provisions, ordinances, and regulations (including sections of the Occupational Safety and Health Administration [OSHA] regulations, latest revised edition, providing for job safety and health protection for workers) and all orders and decrees of bodies or tribunals applicable to work under this Contract. Contractor shall protect and indemnify Town against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order, or decrees by itself or by its subcontractors, agents, or employees. Town assumes no duty to ensure that Contractor follows the safety regulations issued by OSHA.

11. PERMITS AND LICENSES: The Contractor shall secure all permits and licenses, pay all charges, files, and taxes and give all notices necessary and incidental to the lawful prosecution of its Services. Anyone conducting business in the Town of Estes Park is required to have a business license which can be obtained from the Town Clerk's Office.

12. PATENTED DEVICES, MATERIALS AND PROCESSES: The Contractor shall hold and save harmless the Town from all claims for infringement, by reason of fee use of any patented design, device, material, process, or trademark or copyright and shall indemnify the

Town for any costs, expenses, and damages, including court costs and attorney fees, incurred by reason of actual or alleged infringement during the prosecution or after completion of Services.

13. INSURANCE: Contractor shall, at its own costs, secure and continuously maintain through the term of this Contract the minimum insurance coverages listed below, with forms and insurers acceptable to Town. In addition, Contractor shall maintain such coverages for the insurance listed in Paragraphs [13.1], 13.3 and 13.4 for two additional years. For any claims-made policy, Contractor shall include the necessary retroactive dates and extended reporting periods to maintain continuous coverage.
 - 13.1 [if Professional Liability is not necessary, delete section and renumber the remaining sections under insurance] Professional Liability for at least \$1,000,000.
 - 13.2 Workers' Compensation according to the Workers' Compensation Act of the State of Colorado and Employer's Liability with limits of at least \$500,000. Contractor shall require any subcontractor hired by the Contractor to carry Workers' Compensation and Employer's Liability coverage.
 - 13.3 General liability, including contractual liability, of at least \$1,000,000 per each occurrence plus an additional amount adequate to pay related attorney's fees and defense cost. Coverage shall include bodily injury, property damage, personal injury, and contractual liability.
 - 13.4 Comprehensive Automobile Liability with minimum limits for bodily injury and property damage coverage of at least \$1,000,000 per each occurrence plus an additional amount adequate to pay related attorneys' fees and defense costs, for each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of this Contract.
 - 13.5 The required general liability and comprehensive automobile liability policies shall contain endorsements to include Town and its officers and employees as additional insureds. The required professional liability and workers' compensation policies or coverages shall not contain endorsements including the Town, its officers or employees as additional insureds. Every policy required above shall be primary insurance. Any insurance or self-insurance benefits carried by Town, its officers, or its employees, shall be in excess and not contributory to that provided by Contractor.
 - 13.6 Contractor shall, upon request, provide Town a certified copy of each required policy.
 - 13.7 As evidence of the insurance coverages required by this Contract, before beginning work under this Contract, Contractor shall furnish certificates of insurance certifying that at least the minimum coverages required here are in effect and specifying the liability coverages (except for professional liability) are written on an occurrence form to:

Town of Estes Park
170 MacGregor Avenue
PO Box 1200
Estes Park, CO 80517

Attention: [INSERT TITLE OF DEPARTMENT CONTACT]

- With the exception of professional liability and workers' compensation, policy or policies providing insurance as required will defend and include the Town, its Board, officers, agents and employees as additional insureds on a primary basis for work performed under or incidental to this Contract. Required insurance policies shall be with companies qualified to do business in Colorado with a general policyholder's financial rating acceptable to the Town. The policies shall not be cancelable or subject to reduction in coverage limits or other modification except after thirty days prior written notice to the Town. General liability and automobile policies shall be for the mutual and joint benefit and protection of the Contractor and the Town. These policies shall provide that the Town, although named as an additional insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its officers, employees, and agents by reason of acts or omissions of the Contractor, its officers, employees, agents, subcontractors, or business invitees. They shall be written as primary policies not contributing to and not in excess of coverage the Town may carry.
- 13.8 If Contractor is self-insured under the laws of the State of Colorado, Contractor shall provide appropriate declarations and evidence of coverage.
- 13.9 Contractor shall not cancel, change, or fail to renew required insurance coverages. Contractor shall notify Town's designated person responsible for risk management of any reduction or exhaustion of aggregate limits, which Town may deem to be a breach of this Contract.
- 13.10 The Town relies on, and does not waive or intend to waive, by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the parties, their officers, or their employees.
- 13.11 If any insurance required here is to be issued or renewed on a claims-made form as opposed to the occurrence form, the retroactive date for coverage will be no later than the commencement date of the Services and will state that in the event of cancellation or nonrenewal, the discovery period for insurance claims (tail coverage) will be at least 72 months.
- 13.12 Contractor shall not cancel, non-renew or cause insurance to be materially changed or replaced by another policy without prior approval by Town.

14. INDEMNIFICATION:

- 14.1 Contractor and its agents, principals, officers, partners, employees, and subcontractors ("Indemnitors") shall and do agree to indemnify, protect, and hold harmless the Town, its officers, employees, and agents ("Indemnitees") from all claims, damages, losses, liens, causes of actions, suits, judgments, and expenses (including attorneys' fees), of any nature, kind, or description ("Liabilities") by any third party arising out of, caused by, or resulting from any Services under this Contract if such Liabilities are: (1) attributable to bodily injury, personal injury, sickness, disease, or death of any person, or to the injury or destruction of any tangible property (including resulting loss of use or consequential damages) and (2) caused, in whole or in part, by any error, omission or negligent act of the Contractor, anyone directly or indirectly employed by it, or anyone for whose acts Contractor may be liable.
- 14.2 If more than one Indemnitor is liable for any error, omission or negligent act covered by this Agreement, each such Indemnitor shall be jointly and severally liable to the Indemnitees for indemnification and the Indemnitors may settle ultimate responsibility among themselves for the loss and expense of any such indemnification by separate proceedings and without jeopardy to any Indemnitee. This Agreement shall not eliminate or reduce any other right to indemnification or other remedy the Town, or any of the Indemnitees may have by law.
- 14.3 As part of this indemnity obligation, the Contractor shall compensate the Town for any time the Town Attorney's Office and other counsel to the Town reasonably spend on such claims or actions at the rates generally prevailing among private practitioners in the Town of Estes Park for similar services. This obligation to indemnify the Town shall survive the termination or expiration of this Agreement.

15. INDEPENDENT CONTRACTOR: Contractor shall perform all Services under this Agreement as an independent contractor, and not as an agent or employee of Town. No employee or official of Town shall supervise Contractor. Contractor shall exercise no supervision over any employee or official of Town. Contractor shall not represent that it is an employee or agent of the Town in any capacity. **Contractor's officers, employees and agents are not entitled to Workers' Compensation benefits from the Town, and Contractor is obligated to pay federal and state income tax on money earned under this Agreement.** Except as this Agreement expressly states, Contractor shall, at its sole expense, supply all buildings, equipment and materials, machinery, tools, superintendence, personnel, insurance and other accessories and Services necessary. This Agreement is not exclusive; subject the terms of this Agreement, Town and Contractor may each contract with other parties.

16. PROVISIONS CONSTRUED AS TO FAIR MEANING: Any tribunal enforcing this Agreement shall construe its terms as to their fair meaning, and not for or against any party based upon any attribution to either party.

17. HEADINGS FOR CONVENIENCE: All headings, captions and titles are for convenience and reference only and of no meaning in the interpretation or effect of this Contract.
18. NO THIRD-PARTY BENEFICIARIES: The parties intend no third-party beneficiaries under this Contract. Any person besides Town or Contractor receiving services or benefits under this Agreement is an incidental beneficiary only.
19. TOWN'S RIGHT TO BAR PERSONNEL FROM WORK SITE: For conduct the Town (in its sole discretion) decides may violate applicable laws, ordinances rules or regulations, or may expose Town to liability or loss, Town may bar any person (including Contractor's and subcontractors' employees) from the Town's work sites. Such a bar shall not require any employee's discharge from employment, but shall merely prohibit the employee's presence at Town's work sites. Such a bar shall not warrant an increase in contract time or Price.
20. WAIVER: No waiver of any breach or default under this Agreement shall waive any other or later breach or default.
21. TERM: This Contract shall commence on [Fill in the date contract begins, which can be "its effective date", a specific date, or "the date specified in a forthcoming Notice to Proceed", and press F11 to continue], and shall continue through [Fill in the date contract ends, press F11 to continue] with the option of [Fill in the number of renewals, press F11 to continue] additional renewals, on an annual basis, upon agreement of both parties.
22. TERMINATION:
 - 22.1 In addition to any other available remedies, either party may terminate this Contract if the other party fails to cure a specified default within seven (7) days of receiving written notice of the default. The notice shall specify each such material breach, in reasonable detail.
 - 22.2 Town may, at any time, terminate performance of the work, in whole or in part, for its own convenience. The Town may effect such termination by giving Contractor written Notice of Termination specifying the extent and effective date of termination. In case of termination, for convenience, Town shall pay Contractor for work satisfactorily completed, to the date of termination. The Town shall determine the portion of work completed.
 - 22.3 If either party so terminates, the Contractor shall promptly deliver to the Town all drawings, computer programs, computer input and output, analysis, plans, photographic images, tests, maps, surveys and writer's materials of any kind generated in the performance of its Services under this Contract up to and including the date of termination.
23. SUSPENSION: Without terminating or breaching this Contract, the Town may, at its pleasure, suspend fee services of the Contractor hereunder. Town may effect suspension by giving the Contractor written notice one (1) day in advance of the suspension date. Upon

receipt of such notices the Contractor shall cease their work as efficiently as possible, to keep total charges to a minimum. The Town must specifically authorize any work performed during suspension. Since suspension and subsequent reactivation may inconvenience the Contractor, Town will endeavor to provide advance notice and minimize its use. After a suspension has been in effect for thirty days, the Contractor may terminate this Contract at will.

24. ASSIGNMENT AND DELEGATION: Except as stated, neither party may assign its rights or delegate its duties under this Contract without the express written approval of the other.
25. SUBCONTRACTING: Except subcontractor clearly identified and accepted in the Contractor's Proposal, Contractor may employ subcontractors to perform the Services only with Town's express prior written approval. Contractor is solely responsible for any compensation, insurance, and all clerical detail involved in employment of subcontractors.
26. GOVERNING LAW AND VENUE: The laws of the State of Colorado shall govern enforcement and interpretation of this Contract. Venue and jurisdiction for any court action filed regarding this agreement shall be only in Larimer County, Colorado.
27. AUTHORITY: This instrument forms a contract only when executed in writing by duly authorized representatives of Town and Contractor. By their signatures on this document, the signatories represent that they have actual authority to enter this Contract for the respective parties.
28. INTEGRATION: There are no other agreements on the same subject than expressly stated or incorporated in this Contract.
29. DAMAGES FOR BREACH OF CONTRACT: In addition to any other legal or equitable remedy the Town may be entitled to for a breach of this Contract, if the Town terminates this Contract, in whole or in part, due to Contractor's breach of any provision of this Contract, Contractor shall be liable for actual and consequential damages to the Town.

Signature pages follow.

TOWN OF ESTES PARK:

By: _____ Date _____

Title: _____

State of _____)
County of _____) ss

The foregoing instrument was acknowledged before me by _____, as _____ of the Town of Estes Park, a Colorado municipal corporation, on behalf of the corporation, this _____ day of _____, 2025.

Witness my hand and official Seal.

My Commission expires _____.

Notary Public

APPROVED AS TO FORM:

Town Attorney



4161 Mulligan Drive Longmont, CO. 80504 | 303-862-5319 | info@maddisonmechanical.com

RFP-#10142025 On-Call Plumbing Services for Estes Park

11/04/2025

Greetings,

We are honest hard-working people. We pride ourselves on quality workmanship and customer satisfaction. We carry a master plumbing license and a plumbing contractor's license in good standing with the State of Colorado. With over 35 years of experience in the following:

- Small/medium size new commercial construction.
- Commercial Remodel and Service.
- Boiler/Chiller Replacement & Repair, Hydronic Heating & Hydronic Cooling.
- Plumbing Service & Repair.
- Sewer Scope, Snake and Jetting Service.
- HVAC service.
- Backflow Testing & Repair
- 24hr emergency service.

We enjoy the challenge of our work and completing tasks in a timely manner, most of all, making our customers happy.

We appreciate your time and look forward to working with you in the future.

Thank You, I will be the contact for this project.

Matthew Tipton | Estimator/PM

Maddison Mechanical Inc.
720-210-8527
MatthewT@maddisonmechanical.com



4161 Mulligan Drive Longmont, CO. 80504 | 303-862-5319 | info@maddisonmechanical.com

COMPANY QUALIFICATIONS & EXPERIENCE

Our Company has the following structure, and all employees live in the Greater Denver Area. All licenses held are in Colorado State and in good standing.

State Contractor #PC.0003525

Matt Cannon -Owner / Master Plumber MP.00600137

Don Browning -Owner / Service Manager / Master Plumber

Amberly Cavalier -Project Manager amberly@maddisonmechanical.com

Matthew Tipton -Estimator / Project Manager / Master Plumber MP.00600453

matthewT@maddisonmechanical.com

Paul Ramsey -Superintendent / Master Plumber

Bobby Browning -Journeyman Plumber JP.03001979

Treffley Trombley -Journeyman Plumber JP.03001251

Austin BigFeather -Journeyman Plumber JP.00600709

We also have several Apprentice Plumbers registered with the State of Colorado who accompany our Journeyman typically on a 1:1 ratio.

The aforementioned staff have completed several projects this past year successfully. They include:

Ridgemoor Boiler Replacement 7 Buildings: \$899,947.50 Jan 2025 A self-performed project for Fairfield Residential. A multiple boiler retrofit in 7 occupied buildings. We needed to maintain heat through a temporary boiler system located outside on a trailer while performing the work to the permanent systems. 693 Urban Ct Lakewood, CO 80401
Fairfield Residential: Jorge Hernandez 858-812-6754

Scott Elementary School Kitchen re-pipe: July 2025 \$17,265.00
A self-performed project for Weld County School District 6. Scott Elementary 3000 13th Street Greeley, CO 80634. PROJECT NO. : 25-148-0527 This project had its own challenges including electrical conduits embedded in concrete where we needed to cut for excavation. We handled this with one of our subcontractors to X-ray the concrete first and mitigate any risk of cutting into a conduit. We were able to complete this project in a very timely manner without change orders.
Contact: Phillip Baladez pbaladez@greeleyschools.org (970)348-6462

Odea Elementary School mechanical upgrades: Summer 2025 \$276,655.00
This was a contract with Golden Triangle Construction and Air Comfort Inc. to replace 2 boilers and 6 RTU's over the summer.
Contact: Jake Philipsen jphilipsen@gtc1.net 303.532.7749



Beattie Elementary School mechanical upgrades: Summer 2025 \$490,600.00

This was a contract with Air Comfort and Bryan Construction to provide a chilled water system to 6 new RTU's and replace 37 hydronic VAV boxes. Re-pipe mech room and update to VFD driven pumps and cooling tower. We had to overcome long lead times on equipment and handled this by completing the classrooms first to let the occupants resume their schoolwork. We came back to finish the mechanical room after school had started and the equipment arrived.

Contact: PM Brittany Broman 970-231-8179 PM Jason Santos

JSantos@aircomfortcolorado.com 970.567.0739

On-Call Plumbing Services for the City of Longmont: RFP-424067 valid 2025-2029

This contract is ongoing for up to 5 years and we have completed several small projects for the City.

Contact: Tyler Cogswell 720-341-7670 Kyle Block 720-745-3993

On-Call Plumbing Services for the City of Englewood: RFP-25-038 valid 2025-2029

This contract is ongoing for up to 5 years and we have completed several small projects for the City.

Contact: Elizabeth Watts: 303.762.2412

Longmont Rec. Center: Jan 2025 \$17,000.00

This was a project for TCC Corp.

Contact: Brian Crownover bcrownover@tccc corp.net 970.460.0583

Our staff typically handles 60%-100% of the work in-house. We do rely on our subcontractors for certain areas beyond our expertise. This includes electrical, sheet metal fabrication, insulation, Controls, concrete saw-cutting and core drilling. We primarily use:

Fortunato Insulation: Rod Fortunato rod@fortunatoinsulation.com (303) 422-6383

Core & Saw: Ryan Albrecht Ryan@coreandsaw.com (303)548-4869

Air Comfort Inc: Heath Morby hmorby@aircomfortcolorado.com

We own most of the tools required for this job and our shop serves as a hub where trucks and tools can be serviced and loaded.

Matthew Tipton | Estimator/Project Manager

Maddison Mechanical Inc.

720.210.8527

IV. EXHIBITS

**EXHIBIT 1
TOWN OF ESTES PARK
ACCEPTANCE OF CONDITIONS STATEMENT**

No employee, elected or appointed official of the Town of Estes Park, or any such person's spouse or dependent child has an existing or pending, direct or indirect, financial, ownership or personal interest in the proposing Service Provider of this Request for Proposal, except as follows:

I/we hereby agree to all instructions, terms and conditions, and specifications contained herein. I/we acknowledge receipt of the following Addenda:

Proposing Service Provider Name	Maddison Mechanical Inc.
Address	4161 Mulligan Street, Mead, CO 80504
Telephone Number	303-862-5319
Email	MatthewT@maddisonmechanical.com
Submitted By (Signature)	<i>Matthew Tipton</i>
Printed Name	Matthew Tipton
Title	Estimator
Date	11/06/25

Attest

Signature	
Printed Name	

EXHIBIT 2
SERVICE PROVIDER'S KEY PERSONNEL AND SUBCONSULTANT LISTING

KEY PERSONNEL:	
NAME	Role/ Job Title
Don Browning	Service manager/ Owner
Amberly Cavalier	Project manager
Paul Ramsey	Superintendent
Treffley Trombley	Journeyman Plumber
Bobby Browning	Journeyman Plumber
Matthew Tipton	Estimator
SUBCONTRACTOR LISTING:	
Company Name	Trade or Specialty
Core & Saw	Concrete GPR/ saw cutting/ core drilling
Fortunato Insulation	HVAC & piping insulation

Add lines as needed.



TOWN OF ESTES PARK

EXHIBIT 3 TOWN OF ESTES PARK REFERENCE AUTHORIZATION AND RELEASE FORM

To:

By: Maddison Mechanical Inc _____, A Corporation Partnership whose address
is
4161 Mulligan Street Mead, CO. 80504 (Proposer)
An Individual

Proposer hereby authorizes Town to perform such investigation of proposer as the Town deems necessary to establish the qualifications, responsibility and financial ability of proposer. By its signature hereon, proposer authorizes owner to obtain reference information concerning proposer and releases the party providing such information named above and the Town from any and all liability to proposer as a result of any such reference information provided.

Proposer further waives any right to receive copies of reference information provided to the Town. An executed copy of this Reference Authorization and Release Form may be used with the same effectiveness as an original.

By Matthew Tipton

Print Name
Matthew Tipton

Title
Estimator

Date 11/6/25

**EXHIBIT 4
SCHEDULE OF CHARGES**

The Town of Estes Park seeks proposals from qualified Service Providers to provide as-needed, on-call Plumbing Services for various projects to be determined. The contract will be administered by the Internal Services Department; however the scope of work may not be limited to one Division or Department. Interested Service Providers will provide a proposal as described in the On-Call Plumbing Services RFP and provide their rates for labor and equipment usage, as provided below. Any and all labor and rate charges not provided below but that may apply shall also be included.

DEFINITIONS:

- “Journeyman Plumber” An individual who has completed a certified Plumbing apprenticeship.
- “Plumbers Apprentice” An individual who is currently attending a certified apprenticeship.
- “Laborer”(Plumbers Helper) An individual that assists Journeymen and Apprentices

BID SCHEDULE
RATES FOR LABOR AND EQUIPMENT USAGE
(per hour of actual working time, unless otherwise noted)

Labor Rates (including all surcharges):

Plumbing projects during **Regular Business Hours:** 8:00 A.M. to 5:00 P.M. Monday–Friday; Excluding Town Holidays

	Per Hour
Supervisor	\$150.00
Journeyman Plumber	\$125.00
HVAC tech	\$140.00
Sewer & Drain Labor	\$225.00/1 st hr and \$125/additional hrs

INCLUDES TRAVEL

Labor Rates (including all surcharges):

Plumbing projects during **EMERGENCY HOURS:** 5:00 P.M. to 8:00 A.M. Monday–Friday, Saturday and Sunday; Including Town Holidays

	Per Hour
Supervisor	\$225.00
Journeyman Plumber	\$187.50
HVAC tech	\$235.00
Sewer & Drain labor	\$337.50/1 st hr and \$187.50/additional hrs

INCLUDES TRAVEL

ADDENDUM NO. 1
PROJECT NAME: ON-CALL PLUMBING SERVICES

**PRE-PROPOSAL FOLLOW-UP, QUESTIONS/RESPONSES, CHANGES,
ADDITIONAL INFORMATION**

Prepared by:
Derek Pastor, Project Manager

TOWN OF ESTES PARK
PUBLIC WORKS DEPARTMENT
170 MACGREGOR AVE
ESTES PARK, CO 80517

ADDENDUM NO. 1
PROJECT NAME: ON-CALL PLUMBING SERVICES

Date of Issue: October 29, 2025

Addendum No. 1 shall become part of the Bid Documents and Scope of Work as if originally included. This addendum and related documents/attachments will supersede related information in the original Bid Documents and Scope of Work. The documents for this project shall be amended as required by the following items. In order to bid on this project, the Contractor must acknowledge receipt of this Addendum No. 1 with the completion of the Bid Proposal Form included in the Invitation to Bid.

QUESTIONS / RESPONSES

There were no additional questions or comments received.

END OF ADDENDUM NO. 1

Addendum 1 is acknowledged

Matthew Tipton



Memo

To: Honorable Mayor Hall & Board of Trustees

Through: Town Administrator Machalek

From: Finance Director Tammy Zimmerman

Department: Finance and Utilities Department, Water Division

Date: January 13, 2026

Subject: Ordinance 01-26 An Ordinance of the Town of Estes Park, Colorado, Acting By And Through Its Water Activity Enterprise, Authorizing the Execution and Delivery of a Second Amendment to Construction Loan Agreement and a Second Amended Construction Loan Note, Series 2022A and Other Documents Related thereto in Connection with Rebuilding and Improving the Water Distribution System of the Former Prospect Mountain Water Company; and Declaring an Emergency

Type: Ordinance

Objective:

To authorize an emergency ordinance extending the maturity of the CoBank Construction Loan Note, Series 2022A, to allow additional time for refinancing through the United States Department of Agriculture- Rural Development (USDA-RD) Direct Loan proceeds.

Present Situation:

The Prospect Mountain Water reconstruction project is substantially complete and was originally financed through CoBank's Construction Loan Note, Series 2022A, in the amount of \$4,493,000. This loan was approved by the Town Board under Ordinance No. 15-22, and subsequently extended the loan maturity to February 1, 2026, through Ordinance No. 14-25.

Due to a combination of factors—including staffing transitions within USDA-RD, a federal government shutdown, and an extended construction closeout process with the contractor, the Town has been unable to finalize and close on the USDA-RD Direct

The Town of Estes Park is committed to providing equitable access to our services. Contact us if you need any assistance accessing material at 970-577-4777 or townclerk@estes.org.

Loan funding to date. Utility and Finance Department staff continue to actively coordinate with both the contractor and USDA-RD to complete all remaining closeout and loan documentation requirements.

To avoid potential loan default and to protect the Town's financial position and credit standing, staff has requested an additional maturity extension from CoBank. CoBank has agreed to extend the loan maturity from February 1, 2026, to January 20, 2027, under the existing variable interest rate terms, with no penalty for early repayment.

This longer extension will allow the loan to be classified as a long-term liability rather than a current liability, improving the Town's balance sheet presentation and overall financial position. The Town Board has also been informed that spending on the Mall Road project has been placed on hold until USDA refinancing for the Prospect Mountain Water project is completed.

Proposal:

Staff recommends that the Board approve Emergency Ordinance 01-26, authorizing execution of the Second Amendment to the Loan Agreement and Second Amended Construction Loan Note, Series 2022A, and related documents.

Advantages:

- Provides sufficient time for USDA-RD to complete all approvals and finalize Direct Loan refinancing.
- Avoids potential loan default and protects the Town's cash reserves and creditworthiness.
- Improves financial reporting by maintaining the loan as a long-term liability.

Disadvantages:

- Prospect Mountain property owners will be assessed the additional interest expense accrued under CoBank's variable interest rate loan.
- The USDA-RD Direct Loan program offers a lower interest rate that was estimated to be 2.375% in 2022. The final interest cost is not yet known, as

construction is not yet closed out. All project costs and savings will be evaluated upon completion.

Action Recommended:

Staff recommends approval of the Emergency Ordinance authorizing the loan maturity extension.

Finance/Resource Impact:

Current Impact:

No change to the existing Loan funding budget of \$4,493,000 in Water Fund account 503-000-388.40-00.

Interest charges exceeded the original budget of \$165,083 in Water Fund Account 503-6700-470.41-02 and a recent budget amendment added \$260,000 to cover the overage.

Future Ongoing Impacts:

Continued interest and future USDA-RD debt service payments will be allocated to Prospect Mountain property owners. A future budget amendment will be required to reflect these charges and assessments.

Future One Time Impacts:

This is not expected to impact future one-time costs.

Level of Public Interest:

Low

Sample Motion:

I move for the approval/denial of Emergency Ordinance 01-26.

Attachments:

1. Ordinance 01-26
2. Construction Loan Second Amendment
3. Ordinance 15-22 Authorizing CoBank Series 2022a Loan
4. Redline Construction Loan First Amendment
5. Presentation

**TOWN OF ESTES PARK, COLORADO,
ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE**

ORDINANCE NO. 01-26

AN ORDINANCE OF THE TOWN OF ESTES PARK, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE, AUTHORIZING THE EXECUTION AND DELIVERY OF A SECOND AMENDMENT TO CONSTRUCTION LOAN AGREEMENT AND A SECOND AMENDED CONSTRUCTION LOAN NOTE, SERIES 2022A AND OTHER DOCUMENTS RELATED THERETO IN CONNECTION WITH REBUILDING AND IMPROVING THE WATER DISTRIBUTION SYSTEM OF THE FORMER PROSPECT MOUNTAIN WATER COMPANY; AND DECLARING AN EMERGENCY.

WHEREAS, the Town of Estes Park, Colorado (the “Town”) is a statutory town and political subdivision duly organized and existing pursuant to the constitution and laws of the State of Colorado; and

WHEREAS, the Board of Trustees (the “Board”) of the Town has formally established a Water Activity Enterprise (the “Enterprise”) pursuant to Ordinance No. 08-99; and

WHEREAS, the Town, acting by and through the Enterprise, operates and maintains a municipal water system within the Town and surrounding areas for the distribution of treated water; and

WHEREAS, such municipal water system has been and continues to be operated by the Enterprise as a government-owned business, which is authorized to issue its own revenue bonds and receives under 10% of annual revenue in grants from all Colorado state and local governments combined, and the Enterprise is determined to be an enterprise within the meaning of Article X, Section 20 of the Colorado Constitution; and

WHEREAS, the Town, acting by and through the Enterprise, provided treated water to the Prospect Mountain Water Company, Inc. (the “Company”) for years as a bulk water customer, and the Company distributed such water through its own distribution system (the “Prospect Mountain System”) to property owners in the Company’s service area; and

WHEREAS, following the bankruptcy of the Company, the Town, acting by and through the Enterprise, and the Bankruptcy Trustee, acting for the Company, entered into a Voluntary Water System Transfer Agreement for the transfer of the Prospect Mountain System to the Town in order for the Town, acting by and through the Enterprise, to undertake the rebuilding and improvement of the Prospect Mountain System to Town standards (the “Project”); and

WHEREAS, in order to provide funds to pay a portion of the costs of the Project, the Board, acting as the governing body of the Enterprise, entered into a Construction Loan Agreement dated as of October 11, 2022 (the “Original Loan Agreement”) with CoBank, ACB, as lender (the

“Lender”), pursuant to which the Lender made an interim construction loan evidenced by a Construction Loan Note, Series 2022A dated October 11, 2022 (the “Original Series 2022A Note”), which was executed and delivered by the Town, acting by and through the Enterprise, in a principal amount of \$4,493,000.00; and

WHEREAS, voter approval was not required under Article X, Section 20 of the Colorado Constitution for the execution of the Original Loan Agreement or the issuance of the Original Series 2022A Note; and

WHEREAS, the Original Series 2022A Note was expected to be repaid to the Lender from the proceeds of a Direct Loan (the “USDA Direct Loan Proceeds”) to the Town, acting by and through the Enterprise, from the United States Department of Agriculture, acting through the United States Department of Agriculture–Rural Development (“USDA-RD”); and

WHEREAS, the USDA Direct Loan Proceeds were not available to repay the Original Series 2022A Note on or before its scheduled maturity date of August 1, 2025; and

WHEREAS, the Lender agreed to extend the maturity date of the Original Series 2022A Note as provided in the First Amendment to Loan Agreement entered into as of July 31, 2025 between the Town, acting by and through the Enterprise, and the Lender (the “First Amendment to Loan Agreement”), and to accept an amended Construction Loan Note, Series 2022A (the “First Amended Series 2022A Note”) in exchange for the Original Series 2022A Note; and

WHEREAS, voter approval was not required for the execution and delivery of the First Amendment to Loan Agreement and the First Amended Series 2022A Note; and

WHEREAS, the First Amended Series 2022A Note was expected to be repaid to the Lender from the USDA Direct Loan Proceeds loaned to the Town, acting by and through the Enterprise, from the USDA-RD; and

WHEREAS, the First Amended Series 2022A Note matures on February 1, 2026, and the USDA Direct Loan Proceeds will not be available to repay the First Amended Series 2022A Note on or before such maturity date; and

WHEREAS, the Lender has agreed to extend the maturity date of the First Amended Series 2022A Note as provided in the Second Amendment to Loan Agreement between the Town, acting by and through the Enterprise, and the Lender (the “Second Amendment to Loan Agreement”), and to accept an amended Construction Loan Note, Series 2022A (the “Second Amended Series 2022A Note”) in exchange for the First Amended Series 2022A Note; and

WHEREAS, voter approval is not required for the execution and delivery of the Second Amendment to Loan Agreement and the Second Amended Series 2022A Note; and

WHEREAS, none of the members of the Board have any potential conflicting interests in connection with the execution and delivery of the Second Amendment to Loan Agreement and the Second Amended Series 2022A Note; and

WHEREAS, the Board, acting as the governing body of the Enterprise, desires to authorize the execution of the Second Amendment to Loan Agreement and the Second Amended Series 2022A Note, and other documents in connection therewith.

BE IT HEREBY ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF ESTES PARK, COLORADO, ACTING AS THE GOVERNING BODY OF ITS WATER ACTIVITY ENTERPRISE:

Section 1. Definitions. Capitalized terms used herein and not otherwise defined shall have the same meanings, respectively, as provided in the Original Loan Agreement. In addition, as used herein, the following capitalized terms shall have the respective meanings set forth below, unless the context indicates otherwise:

“*Authorized Officer*” means the Mayor, the Mayor Pro Tem, the Town Administrator, the Finance Director of the Town, or the Director of Utilities of the Town or any other person designated as an Authorized Officer by ordinance or resolution of the Board and submitted to the Lender.

“*USDA-RD*” means the United States Department of Agriculture, acting through the United States Department of Agriculture-Rural Development, and its successors and assigns.

Section 2. Authorization. The Second Amendment to Loan Agreement and the Second Amended Series 2022A Note, in substantially the forms presented to the Board at this meeting, with such changes as are not inconsistent with the intent of this Ordinance and are approved by special counsel or bond counsel to the Town, are hereby authorized and approved. The Town, acting by and through the Enterprise, shall enter into and deliver the Second Amendment to Loan Agreement and the Second Amended Series 2022A Note and perform its obligations thereunder.

The Mayor or Mayor Pro Tem of the Town, acting as a member of the governing body of the Enterprise, is hereby authorized and directed to execute, and the Town Clerk or any deputy is authorized to attest and affix the seal of the Town to, the Second Amendment to Loan Agreement and the Second Amended Series 2022A Note with the amended Maturity Date. The Town Treasurer is hereby authorized and directed to authenticate the Second Amended Series 2022A Note with the amended Maturity Date. Such Authorized Officers are further authorized and directed to execute such other documents, instruments or certificates as are deemed necessary or desirable in connection therewith. The execution of any instrument by said officials shall be conclusive evidence of the approval by the Town, acting by and through the Enterprise, of such instrument in accordance with the terms of such instrument and this Ordinance.

Section 3. Note Details. The Town, acting by and through the Enterprise, shall deliver the Second Amended Series 2022A Note to the Lender in exchange for the First Amended Series 2022A Note previously issued to the Lender. The Second Amended Series 2022A Note shall remain in an aggregate principal amount of \$4,493,000.00, shall remain as originally dated, shall bear interest at a variable rate as originally provided in the Original Loan Agreement, and shall mature not later than the amended Maturity Date provided in the Second Amendment to Loan Agreement, or earlier if the Second Amended Series 2022A Note is prepaid in full pursuant to the Original Loan Agreement and may be made subject to prepayment with or without prepayment

penalty, as provided by the Original Loan Agreement and the Final Terms Certificate executed in connection with the Original Series 2022A Note.

Section 4. Enterprise Status. The Board hereby determines that the Enterprise is an “enterprise” within the meaning of Article X, Section 20 of the Colorado Constitution. The Town has and will continue to use its best efforts to maintain the System as an “enterprise” within the meaning of Article X, Section 20 of the Colorado Constitution, and the meaning of Title 37, Article 45.1, C.R.S.

Section 5. Amendment of Ordinance. The Town shall not amend this Ordinance without the consent of the Lender.

Section 6. Authorization To Execute Documents. The Authorized Officers shall and are hereby authorized and directed to take all actions necessary or appropriate to effectuate the provisions of this Ordinance, including, but not limited to, the execution of such documents, certificates and affidavits as may be reasonably required by the Lender or bond counsel to the Town. The execution by any Authorized Officer of any document authorized herein shall be conclusive proof of the approval by the Town of the terms thereof. The Town Clerk or any deputy is hereby authorized and directed to attest, as necessary, all signatures and acts of the Mayor or any official of the Board or the Town in connection with the matters authorized by this Ordinance, and to place the seal of the Town, as necessary, on the documents authorized and approved by this Ordinance and all other additional certificates, documents and other papers associated with the transactions and other matters authorized by this Ordinance. The Mayor, Mayor Pro Tem, the Town Administrator, the Finance Director of the Town and all other officials, employees and agents of the Board or the Town are hereby authorized to execute and deliver for and on behalf of the Town or the Enterprise any and all additional certificates, documents and other papers in connection with the transactions contemplated by this Ordinance, and to perform all other acts that they may deem necessary or appropriate in order to implement and carry out the transactions and other matters authorized or contemplated by this Ordinance.

Section 7. Ratification of Prior Actions. All actions heretofore taken (not inconsistent with the provisions of this Ordinance) by the Board or by the officers and employees of the Town directed toward the undertaking of the Project, the execution of the Original Loan Agreement, the First Amendment to Loan Agreement, and the Second Amendment to Loan Agreement, and the issuance of the Original Series 2022A Note, the First Amended Series 2022A Note, and the Second Amended Series 2022A Note, for the purposes herein set forth are hereby ratified, approved and confirmed.

Section 8. Headings. The headings of the various sections and paragraphs in this Ordinance have been inserted solely for the convenience of the reader, are not a part of this Ordinance, and shall not be used in any manner to interpret this Ordinance.

Section 9. Ordinance Irrepealable. This Ordinance shall constitute a contract between the Owner of the Second Amended Series 2022A Note, and the Town, acting by and through the Enterprise, and shall be and remain irrepealable until the Second Amended Series 2022A Note and the interest accruing thereon shall have been fully paid, satisfied, and discharged.

Section 10. Severability. It is hereby expressly declared that all provisions hereof and their application are intended to be and are severable. In order to implement such intent, if any provision hereof or the application thereof is determined by a court or administrative body to be invalid or unenforceable, in whole or in part, such determination shall not affect, impair or invalidate any other provision hereof or the application of the provision in question to any other situation; and if any provision hereof or the application thereof is determined by a court or administrative body to be valid or enforceable only if its application is limited, its application shall be limited as required to most fully implement its purpose.

Section 11. Repealer. All orders, bylaws, resolutions and ordinances of the Town, or parts thereof, inconsistent or in conflict with this Ordinance are hereby repealed to the extent only of such inconsistency or conflict.

Section 12. Recording and Authentication. This Ordinance, immediately upon its passage, shall be recorded in the Town book of Ordinances kept for this purpose, and shall be authenticated by the signatures of the Mayor and the Town Clerk.

Section 13. Emergency Declaration. The Board hereby declares that, because the maturity date of the First Amended Series 2022A Note, as originally issued, is less than 30 days from the date hereof and the Town lacks the available funds, either from the USDA-RD or its own accounts, to pay the amount due on such First Amended Series 2022A Note on the maturity date, that an emergency exists. The Board hereby further declares that, due to such emergency, this Ordinance is necessary to the immediate preservation of the public peace, welfare, health and safety of the residents of the Town and is being adopted as an emergency ordinance.

INTRODUCED, READ BY TITLE, APPROVED AND ADOPTED BY THE AFFIRMATIVE VOTE OF ___ MEMBERS OF THE BOARD OF TRUSTEES OF THE TOWN OF ESTES PARK, COLORADO, ACTING AS THE GOVERNING BODY OF ITS WATER ACTIVITY ENTERPRISE, THIS 13TH DAY OF JANUARY 2026.

[SEAL]

By _____
Mayor

ATTEST:

By _____
Town Clerk

APPROVED AS TO FORM:

By _____
Gregory A. White, Special Counsel

By _____
Kutak Rock LLP, Bond Counsel

**SECOND AMENDMENT TO CONSTRUCTION LOAN AGREEMENT AND
SECOND AMENDED CONSTRUCTION LOAN NOTE, SERIES 2022A**

THIS SECOND AMENDMENT TO CONSTRUCTION LOAN AGREEMENT AND SECOND AMENDED CONSTRUCTION LOAN NOTE, SERIES 2022A (this “Second Amendment”), is made and entered into as of January __, 2026 (the “Effective Date”), by and between the TOWN OF ESTES PARK, COLORADO (the “Town”), ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE (the “Enterprise”), and COBANK, ACB (the “Lender”).

WHEREAS, the Town is a statutory town and political subdivision duly organized and existing pursuant to the constitution and laws of the State of Colorado; and

WHEREAS, the Board of Trustees (the “Board”) of the Town has formally established the Enterprise pursuant to Ordinance No. 08-99; and

WHEREAS, the Town, acting by and through the Enterprise, operates and maintains a municipal water system within the Town and surrounding areas for the distribution of treated water; and

WHEREAS, such municipal water system has been and continues to be operated by the Enterprise as a government-owned business, which is authorized to issue its own revenue bonds and receives under 10% of annual revenue in grants from all Colorado state and local governments combined, and the Enterprise has been determined to be an enterprise within the meaning of Article X, Section 20 of the Colorado Constitution; and

WHEREAS, the Town, acting by and through the Enterprise, provided treated water to the Prospect Mountain Water Company, Inc. (the “Company”) for years as a bulk water customer, and the Company distributed such water through its own distribution system (the “Prospect Mountain System”) to property owners in the Company’s service area; and

WHEREAS, following the bankruptcy of the Company, the Town, acting by and through the Enterprise, and the Bankruptcy Trustee, acting for the Company, entered into a Voluntary Water System Transfer Agreement for the transfer of the Prospect Mountain System to the Town in order for the Town, acting by and through the Enterprise, to undertake the rebuilding and improvement of the Prospect Mountain System to Town standards (the “Project”); and

WHEREAS, in order to provide funds to pay a portion of the costs of the Project, the Board, acting as the governing body of the Enterprise, entered into a Construction Loan Agreement dated as of October 11, 2022 (the “Original Loan Agreement”) with the Lender, pursuant to which the Lender made an interim construction loan evidenced by a Construction Loan Note, Series 2022A dated October 11, 2022 (the “Original Series 2022A Note”), which was executed and delivered by the Town, acting by and through the Enterprise, in a principal amount of \$4,493,000.00; and

WHEREAS, voter approval was not required under Article X, Section 20 of the Colorado Constitution for the execution of the Original Loan Agreement or the issuance of the Original Series 2022A Note; and

WHEREAS, the Original Series 2022A Note was expected to be repaid to the Lender from the proceeds of a Direct Loan (the “USDA Direct Loan Proceeds”) to the Town, acting by and through the Enterprise, from the United States Department of Agriculture, acting through the United States Department of Agriculture–Rural Development (“USDA-RD”); and

WHEREAS, the USDA Direct Loan Proceeds were not available to repay the Original Series 2022A Note on or before its scheduled maturity date of August 1, 2025; and

WHEREAS, the Lender agreed to extend the maturity date of the Original Series 2022A Note as provided in the First Amendment to Loan Agreement entered into as of July 31, 2025 between the Town, acting by and through the Enterprise, and the Lender (the “First Amendment to Loan Agreement”), and to accept an amended Construction Loan Note, Series 2022A (the “First Amended Series 2022A Note”) in exchange for the Original Series 2022A Note; and

WHEREAS, voter approval was not required for the execution and delivery of the First Amendment to Loan Agreement and the First Amended Series 2022A Note; and

WHEREAS, the First Amended Series 2022A Note was expected to be repaid to the Lender from the USDA Direct Loan Proceeds loaned to the Town, acting by and through the Enterprise, from the USDA-RD; and

WHEREAS, the First Amended Series 2022A Note matures on February 1, 2026, and the USDA Direct Loan Proceeds will not be available to repay the First Amended Series 2022A Note on or before such maturity date; and

WHEREAS, the Lender has agreed to extend the maturity date of the First Amended Series 2022A Note as provided in the Second Amendment to Loan Agreement between the Town, acting by and through the Enterprise, and the Lender (the “Second Amendment to Loan Agreement”), and to accept an amended Construction Loan Note, Series 2022A (the “Second Amended Series 2022A Note”) in exchange for the First Amended Series 2022A Note; and

WHEREAS, the Town, acting by and through the Enterprise, and the Lender desire to extend the maturity date of the First Amended Series 2022A Note by amending the Original Loan Agreement and the First Amendment to Loan Agreement, and the Original Series 2022A Note and the First Amended Series 2022A Note as set forth in this Second Amendment and exchanging the First Amended Series 2022A Note for the Second Amended Series 2022A Note ; and

WHEREAS, voter approval is not required for the execution and delivery of this Second Amendment to Loan Agreement and the Second Amended Series 2022A Note.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties hereto agree as follows:

Section 1. Definitions. Capitalized terms used herein and not otherwise defined shall have the same meanings, respectively, as provided in the Original Loan Agreement.

Section 2. Amendment of Maturity Date Definition. The definition of Maturity Date in Section 1.01 of the Original Loan Agreement and in Section 2 of the First Amendment to Loan Agreement is hereby amended and restated as follows:

“ ‘*Maturity Date*’ means, with respect to the Series 2022A Note, the final scheduled maturity of principal of the Loan, i.e., January 4, 2027, or such later date as approved by the Lender in its discretion pursuant to a request for extension submitted to the Lender by the Borrower. Any extension of the Maturity Date must be requested by the Borrower to the Lender prior to the Maturity Date and shall be subject to an opinion of Bond Counsel to the effect that such extension will not cause interest on the Series 2022A Note to be included in gross income for federal income tax purposes. The Maturity Date shall not exceed the estimated life of the Project, but in no event be beyond 40 years from the date of the Series 2022A Note.”

Section 3. Amendment of Final Principal Payment Date in Exhibit A of the Original Loan Agreement and Exhibit A to the First Amendment to Loan Agreement. The form of the Original Series 2022A Note, attached to the Original Loan Agreement as Exhibit A, and the form of the First Amended Series 2022A Note, attached to the First Amendment to Loan Agreement as Exhibit A, are hereby amended to replace the original Final Principal Payment Date of August 1, 2025 and the First Amended Final Principal Payment Date of February 1, 2026, with the amended Final Principal Payment Date of January 4, 2027 and to make conforming amendments therein, and the Town, acting by and through the Enterprise, shall issue to the Lender the Second Amended Series 2022A Note in substantially the form attached hereto as Exhibit A.

Section 4. Lender Consent. The Lender hereby acknowledges and consents to this Second Amendment in accordance with the requirements of Section 7.21 of the Original Loan Agreement and waives any notice or other requirements related thereto.

Section 5. Delivery of Second Amended Series 2022A Note. The Town, acting by and through the Enterprise, shall deliver to the Lender a fully executed and authenticated Second Amended Series 2022A Note with the amended Final Principal Payment Date as shown on Exhibit A hereto, in exchange for the First Amended Series 2022A Note delivered to the Lender. The First Amended Series 2022A Note shall be returned to the Town or its bond counsel promptly following the delivery of the Second Amended Series 2022A Note to the Lender.

Section 6. Conditions Precedent to this Second Amendment. The agreement of the Lender to enter into this Second Amendment is subject to the conditions precedent that the Lender shall have received or waived the requirement for the following, in form and substance satisfactory to the Lender:

(a) this Second Amendment, properly executed by the Town, acting by and through the Enterprise, and by the Lender;

(b) the Second Amended Series 2022A Note, properly executed and authenticated by the Town, acting by and through the Enterprise;

(c) an executed copy of the ordinance of Town, acting by and through the Enterprise, authorizing the execution, delivery and performance of this Second Amendment and the issuance of the Second Amended Series 2022A Note;

(d) an opinion of Bond Counsel to the effect that the extension of the maturity date of the Loan, as provided in the Second Amended Series 2022A Note, will not cause interest on the Original Series 2022A Note, the First Amended Series 2022A Note or the Second Amended Series 2022A Note to be includable in gross income for federal income tax purposes; and

(e) any other documents or items required by the Lender.

Section 7. Effective Date. This Second Amendment shall be effective from and after the Effective Date stated above.

Section 8. Original Loan Agreement in Full Force and Effect. The Original Loan Agreement, as previously amended and as amended hereby, shall be and remain in full force and effect in accordance with its terms and hereby is ratified and confirmed in all respects.

Section 9. Counterparts. This Second Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10. Agreement to Pay Costs. The Town, acting by and through the Enterprise, hereby agrees to pay, or cause to be paid, all costs associated with the preparation, review, and delivery of this Second Amendment, including the fees and expenses of counsel to Lender.

Section 11. Further Assurances. The parties hereto hereby agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further acts, instruments, conveyances, transfers, and assurances, as either of them reasonably deems necessary or advisable for the implementation, correction, confirmation, or perfection of this Second Amendment and any rights of such party as contemplated hereunder.

IN WITNESS WHEREOF, the Town, acting by and through the Enterprise, and the Lender have caused this Second Amendment to be duly executed and attested, all as of the day and year first above written.

[SEAL]

TOWN OF ESTES PARK, COLORADO,
ACTING BY AND THROUGH ITS WATER
ACTIVITY ENTERPRISE

By _____
Mayor

Attested:

By _____
Town Clerk

COBANK, ACB, as Lender

By _____
Authorized Representative

APPROVED AS TO FORM:

By: _____
Gregory A. White, Special Counsel

By: _____
Kutak Rock LLP, Bond Counsel

EXHIBIT A

FORM OF SERIES 2022A NOTE

THIS SERIES 2022A NOTE WAS ISSUED AS AN EXEMPT SECURITY OR IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED. UNDER NO CIRCUMSTANCES SHALL THIS SERIES 2022A NOTE BE SOLD, PLEDGED OR OTHERWISE TRANSFERRED OR DISPOSED OF EXCEPT IN THE MANNER PROVIDED IN SECTION 7.12 OF THE AGREEMENT AND THE NOTE ORDINANCE PURSUANT TO WHICH IT WAS ISSUED AND IN COMPLIANCE WITH APPLICABLE STATE AND FEDERAL SECURITIES LAWS. ANY TRANSFER OR PURPORTED TRANSFER IN VIOLATION OF SUCH SECTIONS OR SUCH LAWS SHALL BE VOID AND OF NO EFFECT.

**UNITED STATES OF AMERICA
STATE OF COLORADO
COUNTY OF LARIMER**

**TOWN OF ESTES PARK, COLORADO,
ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE**

**CONSTRUCTION LOAN NOTE
(PROSPECT MOUNTAIN WATER DISTRIBUTION PROJECT)
SERIES 2022A**

No. 00138635T01

Not to Exceed \$4,493,000.00

Interest Rate

Final Principal Payment Date

Dated Date

Variable

January 4, 2027

October 11, 2022

REGISTERED OWNER: COBANK, ACB

**PRINCIPAL SUM: NOT TO EXCEED FOUR MILLION FOUR HUNDRED
NINETY-THREE THOUSAND DOLLARS**

The Town of Estes Park, Colorado, acting by and through its Water Activity Enterprise (the “Borrower”), for value received, hereby promises to pay, in lawful money of the United States of America, to the Registered Owner specified above (the “Lender”) or registered assigns, on the Final Principal Payment Date specified above (the “Maturity Date”), unless the maturity of this Series 2022A Note is extended by the Lender or unless this Series 2022A Note shall be prepaid and payment of the prepayment price made or provided for, but solely from the sources hereinafter

identified, the Principal Sum specified above (or so much thereof as has been advanced by the Lender (the “Principal Balance”)) and to pay interest on such Principal Balance in like manner, but solely from the sources hereinafter identified, at the interest rate equal to the Benchmark (initially, the Daily Simple SOFR Rate) (both as defined in the Agreement defined hereinafter) payable on the Payment Date. As used herein, the term “Payment Date” means (a) February 1 and August 1 of each year for the payment of interest on this Series 2022A Note in arrears, commencing February 1, 2023 and including the Maturity Date (or earlier, if this Series 2022A Note shall be prepaid pursuant to the terms of the Agreement) and (b) the Maturity Date and any other date on which the principal of this Series 2022A Note or any portion thereof is required to be repaid or prepaid under the terms of the Agreement. This Series 2022A Note shall bear interest at a variable interest rate, calculated as provided in the Agreement (as defined hereinafter) on the actual number of days this Series 2022A Note is Outstanding on the basis of a year consisting of 360 days, through and including the Maturity Date. The Maturity Date may (at the sole discretion of the Lender) be extended as provided in the Agreement (as defined hereinafter).

Interest payments hereon shall be made to the Registered Owner hereof appearing on the registration books of the Borrower maintained by the Town Treasurer as note registrar (the “Note Registrar”) by check or draft or at the request of the Registered Owner, by wire transfer or automated clearing house (ACH) payment to a bank account number maintained by such Registered Owner in the United States of America and designated in written instructions given to the Note Registrar at least fifteen (15) days prior to a Payment Date.

This Series 2022A Note is issued by the Borrower in anticipation of the receipt of the USDA Direct Loan (as defined in the Agreement) to be received by the Borrower and in conformity with ordinances of the Borrower (collectively, the “Note Ordinance”) and a Construction Loan Agreement dated as of October 11, 2022, as amended by the First Amendment to Construction Loan Agreement dated July 31, 2025 and the Second Amendment to Construction Loan Agreement dated January ___, 2026 (together, the “Agreement”), by and between the Borrower and the Lender, and reference is hereby made to the Note Ordinance and the Agreement for a more complete statement as to the source of payment of the Series 2022A Note and the rights of the Lender as Owner of the Series 2022A Note. The proceeds of the Series 2022A Note will be used to: (i) finance the rebuilding and upgrading of the water distribution system of the former Prospect Mountain Water Company to Town standards by the Borrower (the “Project”); (ii) fund capitalized interest, if any; and (iii) pay the costs of issuance of this Series 2022A Note, each to the extent approved in writing by USDA-RD.

This Series 2022A Note, including the interest hereon, is a limited obligation of the Borrower payable solely from the future proceeds of the USDA Direct Loan, the Net Revenues and any other legally available moneys of the Borrower authorized for such use under the Agreement. This Series 2022A Note and the interest hereon are not payable in any manner by taxation and do not constitute a debt of the Town of Estes Park, Colorado (the “Town”), within the meaning of any constitutional or statutory provision.

Reference is hereby made to the Agreement for a description of the rights, duties and obligations of the Borrower, the Town, the Lender, the Owner of this Series 2022A Note, the terms upon which this Series 2022A Note is sold and the terms and conditions upon which this Series 2022A Note will be paid at or prior to maturity, or will be deemed to be paid upon the

making of provision for payment. Any capitalized term used in this Series 2022A Note but not defined in this Series 2022A Note is used with the meaning set forth in the Agreement.

This Series 2022A Note may only be transferred or exchanged at the principal office of the Note Registrar and only as provided in the Note Ordinance and the Agreement. The transferring Owner shall pay any reasonable costs of the Borrower incurred in connection with the transfer of this Series 2022A Note. This Series 2022A Note shall not be valid or become obligatory for any purpose or be entitled to the security or benefit of the Note Ordinance until the Certificate of Authentication hereon shall have been signed by the Note Registrar.

This Series 2022A Note is issued pursuant to the Supplemental Public Securities Act, Part 2 of Article 57 of Title 11, C.R.S., and such recital shall be conclusive evidence of the validity and the regularity of issuance of this Series 2022A Note after its delivery for value.

It is hereby certified and recited that all acts, conditions and things required by the laws and Constitution of the State of Colorado, to exist, to be done or to be performed precedent to the lawful issue of this Series 2022A Note do exist and have been done and performed in regular and due form, time and manner.

IN WITNESS WHEREOF, the Town of Estes Park, Colorado, acting by and through its Water Activity Enterprise, has caused this Series 2022A Note to be executed with the duly authorized manual signature of the Mayor, to be sealed with the seal of the Town or a facsimile thereof and to be attested by the manual signature of the Town Clerk, all as of the Dated Date set out above.

(SEAL)

**TOWN OF ESTES PARK, COLORADO,
ACTING BY AND THROUGH ITS WATER
ACTIVITY ENTERPRISE**

By _____
Mayor

Attest:

By _____
Town Clerk

CERTIFICATE OF AUTHENTICATION

This is the Series 2022A Note delivered pursuant to the Note Ordinance mentioned within.

Date of Authentication: _____, 202__ **Town Treasurer**, as Note Registrar

By: _____

The following abbreviations, when used in the inscription on the face of this Series 2022A Note, shall be construed as though they were written out in full according to applicable laws or regulations: TEN COM - as tenants in common, TEN ENT - as tenants by the entireties, JT TEN - as joint tenants with right of survivorship and not as tenants in common.

UNIF TRANS MIN ACT

Under Uniform Transfers to Minors Act

(CUST)

(MINOR)

(STATE)

Custodian

Additional abbreviations may also be used though not in the above list.

FORM OF ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto _____
the within Series 2022A Note and all rights thereunder, and hereby irrevocably constitutes and
appoints _____ attorney to transfer the within
Series 2022A Note on the books kept for registration thereof, with full power of substitution in the
premises.

Dated: _____

NOTICE: The signature to this Assignment must correspond with the name as it appears
upon the face of the within Series 2022A Note in every particular, without alteration or any change
whatever.

Signature: _____

**PLEASE INSERT TAX IDENTIFICATION OR SOCIAL SECURITY NUMBER OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE**

**TOWN OF ESTES PARK, COLORADO,
ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE**

ORDINANCE NO. ____-26

AN ORDINANCE OF THE TOWN OF ESTES PARK, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE, AUTHORIZING THE EXECUTION AND DELIVERY OF A SECOND AMENDMENT TO CONSTRUCTION LOAN AGREEMENT AND A SECOND AMENDED CONSTRUCTION LOAN NOTE, SERIES 2022A AND OTHER DOCUMENTS RELATED THERETO IN CONNECTION WITH REBUILDING AND IMPROVING THE WATER DISTRIBUTION SYSTEM OF THE FORMER PROSPECT MOUNTAIN WATER COMPANY; AND DECLARING AN EMERGENCY.

WHEREAS, the Town of Estes Park, Colorado (the “Town”) is a statutory town and political subdivision duly organized and existing pursuant to the constitution and laws of the State of Colorado; and

WHEREAS, the Board of Trustees (the “Board”) of the Town has formally established a Water Activity Enterprise (the “Enterprise”) pursuant to Ordinance No. 08-99; and

WHEREAS, the Town, acting by and through the Enterprise, operates and maintains a municipal water system within the Town and surrounding areas for the distribution of treated water; and

WHEREAS, such municipal water system has been and continues to be operated by the Enterprise as a government-owned business, which is authorized to issue its own revenue bonds and receives under 10% of annual revenue in grants from all Colorado state and local governments combined, and the Enterprise is determined to be an enterprise within the meaning of Article X, Section 20 of the Colorado Constitution; and

WHEREAS, the Town, acting by and through the Enterprise, provided treated water to the Prospect Mountain Water Company, Inc. (the “Company”) for years as a bulk water customer, and the Company distributed such water through its own distribution system (the “Prospect Mountain System”) to property owners in the Company’s service area; and

WHEREAS, following the bankruptcy of the Company, the Town, acting by and through the Enterprise, and the Bankruptcy Trustee, acting for the Company, entered into a Voluntary Water System Transfer Agreement for the transfer of the Prospect Mountain System to the Town in order for the Town, acting by and through the Enterprise, to undertake the rebuilding and improvement of the Prospect Mountain System to Town standards (the “Project”); and

WHEREAS, in order to provide funds to pay a portion of the costs of the Project, the Board, acting as the governing body of the Enterprise, entered into a Construction Loan Agreement dated as of October 11, 2022 (the “Original Loan Agreement”) with CoBank, ACB,

as lender (the “Lender”), pursuant to which the Lender made an interim construction loan evidenced by a Construction Loan Note, Series 2022A dated October 11, 2022 (the “Original Series 2022A Note”), which was executed and delivered by the Town, acting by and through the Enterprise, in a principal amount of \$4,493,000.00; and

WHEREAS, voter approval was not required under Article X, Section 20 of the Colorado Constitution for the execution of the Original Loan Agreement or the issuance of the Original Series 2022A Note; and

WHEREAS, the Original Series 2022A Note was expected to be repaid to the Lender from the proceeds of a Direct Loan (the “USDA Direct Loan Proceeds”) to the Town, acting by and through the Enterprise, from the United States Department of Agriculture, acting through the United States Department of Agriculture–Rural Development (“USDA-RD”); and

WHEREAS, the USDA Direct Loan Proceeds were not available to repay the Original Series 2022A Note on or before its scheduled maturity date of August 1, 2025; and

WHEREAS, the Lender agreed to extend the maturity date of the Original Series 2022A Note as provided in the First Amendment to Loan Agreement entered into as of July 31, 2025 between the Town, acting by and through the Enterprise, and the Lender (the “First Amendment to Loan Agreement”), and to accept an amended Construction Loan Note, Series 2022A (the “First Amended Series 2022A Note”) in exchange for the Original Series 2022A Note; and

WHEREAS, voter approval was not required for the execution and delivery of the First Amendment to Loan Agreement and the First Amended Series 2022A Note; and

WHEREAS, the First Amended Series 2022A Note was expected to be repaid to the Lender from the USDA Direct Loan Proceeds loaned to the Town, acting by and through the Enterprise, from the USDA-RD; and

WHEREAS, the First Amended Series 2022A Note matures on February 1, 2026, and the USDA Direct Loan Proceeds will not be available to repay the First Amended Series 2022A Note on or before such maturity date; and

WHEREAS, the Lender has agreed to extend the maturity date of the First Amended Series 2022A Note as provided in the Second Amendment to Loan Agreement between the Town, acting by and through the Enterprise, and the Lender (the “Second Amendment to Loan Agreement”), and to accept an amended Construction Loan Note, Series 2022A (the “Second Amended Series 2022A Note”) in exchange for the First Amended Series 2022A Note; and

WHEREAS, voter approval is not required for the execution and delivery of the Second Amendment to Loan Agreement and the Second Amended Series 2022A Note; and

WHEREAS, none of the members of the Board have any potential conflicting interests in connection with the execution and delivery of the Second Amendment to Loan Agreement and the Second Amended Series 2022A Note; and

WHEREAS, the Board, acting as the governing body of the Enterprise, desires to authorize the execution of the Second Amendment to Loan Agreement and the Second Amended Series 2022A Note, and other documents in connection therewith.

BE IT HEREBY ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF ESTES PARK, COLORADO, ACTING AS THE GOVERNING BODY OF ITS WATER ACTIVITY ENTERPRISE:

Section 1. Definitions. Capitalized terms used herein and not otherwise defined shall have the same meanings, respectively, as provided in the Original Loan Agreement. In addition, as used herein, the following capitalized terms shall have the respective meanings set forth below, unless the context indicates otherwise:

“*Authorized Officer*” means the Mayor, the Mayor Pro Tem, the Town Administrator, the Finance Director of the Town, or the Director of Utilities of the Town or any other person designated as an Authorized Officer by ordinance or resolution of the Board and submitted to the Lender.

“*USDA-RD*” means the United States Department of Agriculture, acting through the United States Department of Agriculture-Rural Development, and its successors and assigns.

Section 2. Authorization. The Second Amendment to Loan Agreement and the Second Amended Series 2022A Note, in substantially the forms presented to the Board at this meeting, with such changes as are not inconsistent with the intent of this Ordinance and are approved by generalspecial counsel or bond counsel to the Town, are hereby authorized and approved. The Town, acting by and through the Enterprise, shall enter into and deliver the Second Amendment to Loan Agreement and the Second Amended Series 2022A Note and perform its obligations thereunder.

The Mayor or Mayor Pro Tem of the Town, acting as a member of the governing body of the Enterprise, is hereby authorized and directed to execute, and the Town Clerk or any deputy is authorized to attest and affix the seal of the Town to, the Second Amendment to Loan Agreement and the Second Amended Series 2022A Note with the amended Maturity Date. The Town Treasurer is hereby authorized and directed to authenticate the Second Amended Series 2022A Note with the amended Maturity Date. Such Authorized Officers are further authorized and directed to execute such other documents, instruments or certificates as are deemed necessary or desirable in connection therewith. The execution of any instrument by said officials shall be conclusive evidence of the approval by the Town, acting by and through the Enterprise, of such instrument in accordance with the terms of such instrument and this Ordinance.

Section 3. Note Details. The Town, acting by and through the Enterprise, shall deliver the Second Amended Series 2022A Note to the Lender in exchange for the First Amended Series 2022A Note previously issued to the Lender. The Second Amended Series 2022A Note shall remain in an aggregate principal amount of \$4,493,000.00, shall remain as originally dated, shall bear interest at a variable rate as originally provided in the Original Loan Agreement, and shall mature not later than the amended Maturity Date provided in the Second Amendment to

Loan Agreement, or earlier if the Second Amended Series 2022A Note is prepaid in full pursuant to the Original Loan Agreement and may be made subject to prepayment with or without prepayment penalty, as provided by the Original Loan Agreement and the Final Terms Certificate executed in connection with the Original Series 2022A Note.

Section 4. Enterprise Status. The Board hereby determines that the Enterprise is an “enterprise” within the meaning of Article X, Section 20 of the Colorado Constitution. The Town has and will continue to use its best efforts to maintain the System as an “enterprise” within the meaning of Article X, Section 20 of the Colorado Constitution, and the meaning of Title 37, Article 45.1, C.R.S.

Section 5. Amendment of Ordinance. The Town shall not amend this Ordinance without the consent of the Lender.

Section 6. Authorization To Execute Documents. The Authorized Officers shall and are hereby authorized and directed to take all actions necessary or appropriate to effectuate the provisions of this Ordinance, including, but not limited to, the execution of such documents, certificates and affidavits as may be reasonably required by the Lender or bond counsel to the Town. The execution by any Authorized Officer of any document authorized herein shall be conclusive proof of the approval by the Town of the terms thereof. The Town Clerk or any deputy is hereby authorized and directed to attest, as necessary, all signatures and acts of the Mayor or any official of the Board or the Town in connection with the matters authorized by this Ordinance, and to place the seal of the Town, as necessary, on the documents authorized and approved by this Ordinance and all other additional certificates, documents and other papers associated with the transactions and other matters authorized by this Ordinance. The Mayor, Mayor Pro Tem, the Town Administrator, the Finance Director of the Town and all other officials, employees and agents of the Board or the Town are hereby authorized to execute and deliver for and on behalf of the Town or the Enterprise any and all additional certificates, documents and other papers in connection with the transactions contemplated by this Ordinance, and to perform all other acts that they may deem necessary or appropriate in order to implement and carry out the transactions and other matters authorized or contemplated by this Ordinance.

Section 7. Ratification of Prior Actions. All actions heretofore taken (not inconsistent with the provisions of this Ordinance) by the Board or by the officers and employees of the Town directed toward the undertaking of the Project, the execution of the Original Loan Agreement, the First Amendment to Loan Agreement, and the Second Amendment to Loan Agreement, and the issuance of the Original Series 2022A Note, the First Amended Series 2022A Note, and the Second Amended Series 2022A Note, for the purposes herein set forth are hereby ratified, approved and confirmed.

Section 8. Headings. The headings of the various sections and paragraphs in this Ordinance have been inserted solely for the convenience of the reader, are not a part of this Ordinance, and shall not be used in any manner to interpret this Ordinance.

Section 9. Ordinance Irrepealable. This Ordinance shall constitute a contract between the Owner of the Second Amended Series 2022A Note, and the Town, acting by and through the

Enterprise, and shall be and remain irrevocable until the Second Amended Series 2022A Note and the interest accruing thereon shall have been fully paid, satisfied, and discharged.

Section 10. Severability. It is hereby expressly declared that all provisions hereof and their application are intended to be and are severable. In order to implement such intent, if any provision hereof or the application thereof is determined by a court or administrative body to be invalid or unenforceable, in whole or in part, such determination shall not affect, impair or invalidate any other provision hereof or the application of the provision in question to any other situation; and if any provision hereof or the application thereof is determined by a court or administrative body to be valid or enforceable only if its application is limited, its application shall be limited as required to most fully implement its purpose.

Section 11. Repealer. All orders, bylaws, resolutions and ordinances of the Town, or parts thereof, inconsistent or in conflict with this Ordinance are hereby repealed to the extent only of such inconsistency or conflict.

Section 12. Recording and Authentication. This Ordinance, immediately upon its passage, shall be recorded in the Town book of Ordinances kept for this purpose, and shall be authenticated by the signatures of the Mayor and the Town Clerk.

Section 13. Emergency Declaration. The Board hereby declares that, because the maturity date of the First Amended Series 2022A Note, as originally issued, is less than 30 days from the date hereof and the Town lacks the available funds, either from the USDA-RD or its own accounts, to pay the amount due on such First Amended Series 2022A Note on the maturity date, that an emergency exists. The Board hereby further declares that, due to such emergency, this Ordinance is necessary to the immediate preservation of the public peace, welfare, health and safety of the residents of the Town and is being adopted as an emergency ordinance.

INTRODUCED, READ BY TITLE, APPROVED AND ADOPTED BY THE AFFIRMATIVE VOTE OF ____ MEMBERS OF THE BOARD OF TRUSTEES OF THE TOWN OF ESTES PARK, COLORADO, ACTING AS THE GOVERNING BODY OF ITS WATER ACTIVITY ENTERPRISE, THIS 13TH DAY OF JANUARY 2026.

[SEAL]

By _____
Mayor

ATTEST:

By _____
Town Clerk

APPROVED AS TO FORM:

By _____
~~Daniel E. Kramer, Town Attorney~~ Gregory A. White, Special Counsel

By _____
Kutak Rock LLP, Bond Counsel

Summary report:	
Litera Compare for Word 11.12.0.83 Document comparison done on 1/7/2026 12:16:21 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: nd://4898-7560-1532/2/Estes Park USDA Loan - Prospect Mountain - 2026 Second Amendment - Ordinance Authorizing.docx	
Modified DMS: nd://4898-7560-1532/3/Estes Park USDA Loan - Prospect Mountain - 2026 Second Amendment - Ordinance Authorizing.docx	
Changes:	
<u>Add</u>	6
Delete	6
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	12

**SECOND AMENDMENT TO CONSTRUCTION LOAN AGREEMENT AND
SECOND AMENDED CONSTRUCTION LOAN NOTE, SERIES 2022A**

THIS SECOND AMENDMENT TO CONSTRUCTION LOAN AGREEMENT AND SECOND AMENDED CONSTRUCTION LOAN NOTE, SERIES 2022A (this “Second Amendment”), is made and entered into as of January ___, 2026 (the “Effective Date”), by and between the TOWN OF ESTES PARK, COLORADO (the “Town”), ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE (the “Enterprise”), and COBANK, ACB (the “Lender”).

WHEREAS, the Town is a statutory town and political subdivision duly organized and existing pursuant to the constitution and laws of the State of Colorado; and

WHEREAS, the Board of Trustees (the “Board”) of the Town has formally established the Enterprise pursuant to Ordinance No. 08-99; and

WHEREAS, the Town, acting by and through the Enterprise, operates and maintains a municipal water system within the Town and surrounding areas for the distribution of treated water; and

WHEREAS, such municipal water system has been and continues to be operated by the Enterprise as a government-owned business, which is authorized to issue its own revenue bonds and receives under 10% of annual revenue in grants from all Colorado state and local governments combined, and the Enterprise has been determined to be an enterprise within the meaning of Article X, Section 20 of the Colorado Constitution; and

WHEREAS, the Town, acting by and through the Enterprise, provided treated water to the Prospect Mountain Water Company, Inc. (the “Company”) for years as a bulk water customer, and the Company distributed such water through its own distribution system (the “Prospect Mountain System”) to property owners in the Company’s service area; and

WHEREAS, following the bankruptcy of the Company, the Town, acting by and through the Enterprise, and the Bankruptcy Trustee, acting for the Company, entered into a Voluntary Water System Transfer Agreement for the transfer of the Prospect Mountain System to the Town in order for the Town, acting by and through the Enterprise, to undertake the rebuilding and improvement of the Prospect Mountain System to Town standards (the “Project”); and

WHEREAS, in order to provide funds to pay a portion of the costs of the Project, the Board, acting as the governing body of the Enterprise, entered into a Construction Loan Agreement dated as of October 11, 2022 (the “Original Loan Agreement”) with the Lender, pursuant to which the Lender made an interim construction loan evidenced by a Construction Loan Note, Series 2022A dated October 11, 2022 (the “Original Series 2022A Note”), which was executed and delivered by the Town, acting by and through the Enterprise, in a principal amount of \$4,493,000.00; and

WHEREAS, voter approval was not required under Article X, Section 20 of the Colorado Constitution for the execution of the Original Loan Agreement or the issuance of the Original Series 2022A Note; and

WHEREAS, the Original Series 2022A Note was expected to be repaid to the Lender from the proceeds of a Direct Loan (the “USDA Direct Loan Proceeds”) to the Town, acting by and through the Enterprise, from the United States Department of Agriculture, acting through the United States Department of Agriculture–Rural Development (“USDA-RD”); and

WHEREAS, the USDA Direct Loan Proceeds were not available to repay the Original Series 2022A Note on or before its scheduled maturity date of August 1, 2025; and

WHEREAS, the Lender agreed to extend the maturity date of the Original Series 2022A Note as provided in the First Amendment to Loan Agreement entered into as of July 31, 2025 between the Town, acting by and through the Enterprise, and the Lender (the “First Amendment to Loan Agreement”), and to accept an amended Construction Loan Note, Series 2022A (the “First Amended Series 2022A Note”) in exchange for the Original Series 2022A Note; and

WHEREAS, voter approval was not required for the execution and delivery of the First Amendment to Loan Agreement and the First Amended Series 2022A Note; and

WHEREAS, the First Amended Series 2022A Note was expected to be repaid to the Lender from the USDA Direct Loan Proceeds loaned to the Town, acting by and through the Enterprise, from the USDA-RD; and

WHEREAS, the First Amended Series 2022A Note matures on February 1, 2026, and the USDA Direct Loan Proceeds will not be available to repay the First Amended Series 2022A Note on or before such maturity date; and

WHEREAS, the Lender has agreed to extend the maturity date of the First Amended Series 2022A Note as provided in the Second Amendment to Loan Agreement between the Town, acting by and through the Enterprise, and the Lender (the “Second Amendment to Loan Agreement”), and to accept an amended Construction Loan Note, Series 2022A (the “Second Amended Series 2022A Note”) in exchange for the First Amended Series 2022A Note; and

WHEREAS, the Town, acting by and through the Enterprise, and the Lender desire to extend the maturity date of the First Amended Series 2022A Note by amending the Original Loan Agreement and the First Amendment to Loan Agreement, and the Original Series 2022A Note and the First Amended Series 2022A Note as set forth in this Second Amendment and exchanging the First Amended Series 2022A Note for the Second Amended Series 2022A Note ; and

WHEREAS, voter approval is not required for the execution and delivery of this Second Amendment to Loan Agreement and the Second Amended Series 2022A Note.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties hereto agree as follows:

Section 1. Definitions. Capitalized terms used herein and not otherwise defined shall have the same meanings, respectively, as provided in the Original Loan Agreement.

Section 2. Amendment of Maturity Date Definition. The definition of Maturity Date in Section 1.01 of the Original Loan Agreement and in Section 2 of the First Amendment to Loan Agreement is hereby amended and restated as follows:

“ ‘*Maturity Date*’ means, with respect to the Series 2022A Note, the final scheduled maturity of principal of the Loan, i.e., January 4, 2027, or such later date as approved by the Lender in its discretion pursuant to a request for extension submitted to the Lender by the Borrower. Any extension of the Maturity Date must be requested by the Borrower to the Lender prior to the Maturity Date and shall be subject to an opinion of Bond Counsel to the effect that such extension will not cause interest on the Series 2022A Note to be included in gross income for federal income tax purposes. The Maturity Date shall not exceed the estimated life of the Project, but in no event be beyond 40 years from the date of the Series 2022A Note.”

Section 3. Amendment of Final Principal Payment Date in Exhibit A of the Original Loan Agreement and Exhibit A to the First Amendment to Loan Agreement. The form of the Original Series 2022A Note, attached to the Original Loan Agreement as Exhibit A, and the form of the First Amended Series 2022A Note, attached to the First Amendment to Loan Agreement as Exhibit A, are hereby amended to replace the original Final Principal Payment Date of August 1, 2025 and the First Amended Final Principal Payment Date of February 1, 2026, with the amended Final Principal Payment Date of January 4, 2027 and to make conforming amendments therein, and the Town, acting by and through the Enterprise, shall issue to the Lender the Second Amended Series 2022A Note in substantially the form attached hereto as Exhibit A.

Section 4. Lender Consent. The Lender hereby acknowledges and consents to this Second Amendment in accordance with the requirements of Section 7.21 of the Original Loan Agreement and waives any notice or other requirements related thereto.

Section 5. Delivery of Second Amended Series 2022A Note. The Town, acting by and through the Enterprise, shall deliver to the Lender a fully executed and authenticated Second Amended Series 2022A Note with the amended Final Principal Payment Date as shown on Exhibit A hereto, in exchange for the First Amended Series 2022A Note delivered to the Lender. The First Amended Series 2022A Note shall be returned to the Town or its bond counsel promptly following the delivery of the Second Amended Series 2022A Note to the Lender.

Section 6. Conditions Precedent to this Second Amendment. The agreement of the Lender to enter into this Second Amendment is subject to the conditions precedent that the Lender shall have received or waived the requirement for the following, in form and substance satisfactory to the Lender:

(a) this Second Amendment, properly executed by the Town, acting by and through the Enterprise, and by the Lender;

(b) the Second Amended Series 2022A Note, properly executed and authenticated by the Town, acting by and through the Enterprise;

(c) an executed copy of the ordinance of Town, acting by and through the Enterprise, authorizing the execution, delivery and performance of this Second Amendment and the issuance of the Second Amended Series 2022A Note;

(d) an opinion of Bond Counsel to the effect that the extension of the maturity date of the Loan, as provided in the Second Amended Series 2022A Note, will not cause interest on the Original Series 2022A Note, the First Amended Series 2022A Note or the Second Amended Series 2022A Note to be includable in gross income for federal income tax purposes; and

(e) any other documents or items required by the Lender.

Section 7. Effective Date. This Second Amendment shall be effective from and after the Effective Date stated above.

Section 8. Original Loan Agreement in Full Force and Effect. The Original Loan Agreement, as previously amended and as amended hereby, shall be and remain in full force and effect in accordance with its terms and hereby is ratified and confirmed in all respects.

Section 9. Counterparts. This Second Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10. Agreement to Pay Costs. The Town, acting by and through the Enterprise, hereby agrees to pay, or cause to be paid, all costs associated with the preparation, review, and delivery of this Second Amendment, including the fees and expenses of counsel to Lender.

Section 11. Further Assurances. The parties hereto hereby agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further acts, instruments, conveyances, transfers, and assurances, as either of them reasonably deems necessary or advisable for the implementation, correction, confirmation, or perfection of this Second Amendment and any rights of such party as contemplated hereunder.

IN WITNESS WHEREOF, the Town, acting by and through the Enterprise, and the Lender have caused this Second Amendment to be duly executed and attested, all as of the day and year first above written.

[SEAL]

TOWN OF ESTES PARK, COLORADO,
ACTING BY AND THROUGH ITS WATER
ACTIVITY ENTERPRISE

By _____
Mayor

Attested:

By _____
Town Clerk

COBANK, ACB, as Lender

By _____
Authorized Representative

APPROVED AS TO FORM:

By: _____
~~Daniel E. Kramer, Town Attorney~~

Gregory A. White, Special Counsel

By: _____

Kutak Rock LLP, Bond Counsel

EXHIBIT A

FORM OF SERIES 2022A NOTE

THIS SERIES 2022A NOTE WAS ISSUED AS AN EXEMPT SECURITY OR IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED. UNDER NO CIRCUMSTANCES SHALL THIS SERIES 2022A NOTE BE SOLD, PLEDGED OR OTHERWISE TRANSFERRED OR DISPOSED OF EXCEPT IN THE MANNER PROVIDED IN SECTION 7.12 OF THE AGREEMENT AND THE NOTE ORDINANCE PURSUANT TO WHICH IT WAS ISSUED AND IN COMPLIANCE WITH APPLICABLE STATE AND FEDERAL SECURITIES LAWS. ANY TRANSFER OR PURPORTED TRANSFER IN VIOLATION OF SUCH SECTIONS OR SUCH LAWS SHALL BE VOID AND OF NO EFFECT.

**UNITED STATES OF AMERICA
STATE OF COLORADO
COUNTY OF LARIMER**

**TOWN OF ESTES PARK, COLORADO,
ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE**

**CONSTRUCTION LOAN NOTE
(PROSPECT MOUNTAIN WATER DISTRIBUTION PROJECT)
SERIES 2022A**

No. 00138635T01

Not to Exceed \$4,493,000.00

Interest Rate

Final Principal Payment Date

Dated Date

Variable

January 4, 2027

October 11, 2022

REGISTERED OWNER: COBANK, ACB

**PRINCIPAL SUM: NOT TO EXCEED FOUR MILLION FOUR HUNDRED
NINETY-THREE THOUSAND DOLLARS**

The Town of Estes Park, Colorado, acting by and through its Water Activity Enterprise (the "Borrower"), for value received, hereby promises to pay, in lawful money of the United States of America, to the Registered Owner specified above (the "Lender") or registered assigns, on the Final Principal Payment Date specified above (the "Maturity Date"), unless the maturity of this Series 2022A Note is extended by the Lender or unless this Series 2022A Note shall be

prepaid and payment of the prepayment price made or provided for, but solely from the sources hereinafter identified, the Principal Sum specified above (or so much thereof as has been advanced by the Lender (the “Principal Balance”)) and to pay interest on such Principal Balance in like manner, but solely from the sources hereinafter identified, at the interest rate equal to the Benchmark (initially, the Daily Simple SOFR Rate) (both as defined in the Agreement defined hereinafter) payable on the Payment Date. As used herein, the term “Payment Date” means (a) February 1 and August 1 of each year for the payment of interest on this Series 2022A Note in arrears, commencing February 1, 2023 and including the Maturity Date (or earlier, if this Series 2022A Note shall be prepaid pursuant to the terms of the Agreement) and (b) the Maturity Date and any other date on which the principal of this Series 2022A Note or any portion thereof is required to be repaid or prepaid under the terms of the Agreement. This Series 2022A Note shall bear interest at a variable interest rate, calculated as provided in the Agreement (as defined hereinafter) on the actual number of days this Series 2022A Note is Outstanding on the basis of a year consisting of 360 days, through and including the Maturity Date. The Maturity Date may (at the sole discretion of the Lender) be extended as provided in the Agreement (as defined hereinafter).

Interest payments hereon shall be made to the Registered Owner hereof appearing on the registration books of the Borrower maintained by the Town Treasurer as note registrar (the “Note Registrar”) by check or draft or at the request of the Registered Owner, by wire transfer or automated clearing house (ACH) payment to a bank account number maintained by such Registered Owner in the United States of America and designated in written instructions given to the Note Registrar at least fifteen (15) days prior to a Payment Date.

This Series 2022A Note is issued by the Borrower in anticipation of the receipt of the USDA Direct Loan (as defined in the Agreement) to be received by the Borrower and in conformity with ordinances of the Borrower (collectively, the “Note Ordinance”) and a Construction Loan Agreement dated as of October 11, 2022, as amended by the First Amendment to Construction Loan Agreement dated July 31, 2025 and the Second Amendment to Construction Loan Agreement dated January __, 2026 (together, the “Agreement”), by and between the Borrower and the Lender, and reference is hereby made to the Note Ordinance and the Agreement for a more complete statement as to the source of payment of the Series 2022A Note and the rights of the Lender as Owner of the Series 2022A Note. The proceeds of the Series 2022A Note will be used to: (i) finance the rebuilding and upgrading of the water distribution system of the former Prospect Mountain Water Company to Town standards by the Borrower (the “Project”); (ii) fund capitalized interest, if any; and (iii) pay the costs of issuance of this Series 2022A Note, each to the extent approved in writing by USDA-RD.

This Series 2022A Note, including the interest hereon, is a limited obligation of the Borrower payable solely from the future proceeds of the USDA Direct Loan, the Net Revenues and any other legally available moneys of the Borrower authorized for such use under the Agreement. This Series 2022A Note and the interest hereon are not payable in any manner by taxation and do not constitute a debt of the Town of Estes Park, Colorado (the “Town”), within the meaning of any constitutional or statutory provision.

Reference is hereby made to the Agreement for a description of the rights, duties and obligations of the Borrower, the Town, the Lender, the Owner of this Series 2022A Note, the

terms upon which this Series 2022A Note is sold and the terms and conditions upon which this Series 2022A Note will be paid at or prior to maturity, or will be deemed to be paid upon the making of provision for payment. Any capitalized term used in this Series 2022A Note but not defined in this Series 2022A Note is used with the meaning set forth in the Agreement.

This Series 2022A Note may only be transferred or exchanged at the principal office of the Note Registrar and only as provided in the Note Ordinance and the Agreement. The transferring Owner shall pay any reasonable costs of the Borrower incurred in connection with the transfer of this Series 2022A Note. This Series 2022A Note shall not be valid or become obligatory for any purpose or be entitled to the security or benefit of the Note Ordinance until the Certificate of Authentication hereon shall have been signed by the Note Registrar.

This Series 2022A Note is issued pursuant to the Supplemental Public Securities Act, Part 2 of Article 57 of Title 11, C.R.S., and such recital shall be conclusive evidence of the validity and the regularity of issuance of this Series 2022A Note after its delivery for value.

It is hereby certified and recited that all acts, conditions and things required by the laws and Constitution of the State of Colorado, to exist, to be done or to be performed precedent to the lawful issue of this Series 2022A Note do exist and have been done and performed in regular and due form, time and manner.

IN WITNESS WHEREOF, the Town of Estes Park, Colorado, acting by and through its Water Activity Enterprise, has caused this Series 2022A Note to be executed with the duly authorized manual signature of the Mayor, to be sealed with the seal of the Town or a facsimile thereof and to be attested by the manual signature of the Town Clerk, all as of the Dated Date set out above.

(SEAL)

**TOWN OF ESTES PARK, COLORADO,
ACTING BY AND THROUGH ITS WATER
ACTIVITY ENTERPRISE**

By _____
Mayor

Attest:

By _____
Town Clerk

CERTIFICATE OF AUTHENTICATION

This is the Series 2022A Note delivered pursuant to the Note Ordinance mentioned within.

Date of Authentication: _____, 202_ **Town Treasurer**, as Note Registrar

By: _____



The following abbreviations, when used in the inscription on the face of this Series 2022A Note, shall be construed as though they were written out in full according to applicable laws or regulations: TEN COM - as tenants in common, TEN ENT - as tenants by the entireties, JT TEN - as joint tenants with right of survivorship and not as tenants in common.

UNIF TRANS MIN ACT

Under Uniform Transfers to Minors Act

(CUST)

(MINOR)

(STATE)

Custodian

Additional abbreviations may also be used though not in the above list.

FORM OF ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto _____
the within Series 2022A Note and all rights thereunder, and hereby irrevocably constitutes and
appoints _____ attorney to transfer the within
Series 2022A Note on the books kept for registration thereof, with full power of substitution in
the premises.

Dated: _____

NOTICE: The signature to this Assignment must correspond with the name as it appears upon the face of the within Series 2022A Note in every particular, without alteration or any change whatever.

Signature: _____

**PLEASE INSERT TAX IDENTIFICATION OR SOCIAL SECURITY NUMBER
OR OTHER IDENTIFYING NUMBER OF ASSIGNEE**

Summary report:	
Litera Compare for Word 11.12.0.83 Document comparison done on 1/7/2026 12:19:54 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: nd://4921-9736-4604/2/Estes Park USDA Loan - Prospect Mountain - 2026 Second Amendment to Construction Loan Agreement.docx	
Modified DMS: nd://4921-9736-4604/3/Estes Park USDA Loan - Prospect Mountain - 2026 Second Amendment to Construction Loan Agreement.docx	
Changes:	
<u>Add</u>	11
Delete	11
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	22



Prospect Mountain Reconstruction

Financing Timeline



Prospect Mountain Reconstruction Financing

Financing

- \$10,535,000 – U.S. Department of Agriculture Rural Development (USDA-RD) Grant agreement
- \$4,763,000 - CoBank Construction Loan to be refinanced under USDA-RD's Direct Loan Program
- \$245,000 - Applicant cost
- \$25,000 - Department of Local Affairs (DOLA) Grant
- \$502,000 - Contingency added; property owners responsible (Resolution 72-25)

Total \$15,800,000



Prospect Mountain Reconstruction

Project Timeline

- **2015** - Prospect Mountain Water Company files for Bankruptcy
- **2018** - Public Meetings held with property owners
- **2020** - Project Budget approved, including USDA-RD loan and grant
- **2021** – Town approves Eminent Domain Resolution
- **2022** - CoBank Construction Loan agreement executed; project bid approved
- **August 2025** - CoBank Loan for Prospect Mountain original maturity deadline
- **February 2026** – CoBank loan extended due to USDA staffing disruptions
- **January 2027** – proposed extended CoBank loan maturity due to government shut-down and prolonged closeout process with contractor; refinancing anticipated through USDA-RD Direct Loan program



Prospect Mountain Reconstruction Project

CoBank Construction Loan Amendment

Questions?



Memo

To: Honorable Mayor Hall & Board of Trustees

From: Town Attorney Dan Kramer

Date: January 13, 2026

Subject: Ordinance 02-26: An Ordinance Amending Section 1.20.020 of the Estes Park Municipal Code to Ensure Town Penalties Conform to State Law

Type: Public Hearing, Ordinance

Objective:

Reduce any Town fines that might otherwise be larger than now allowed by state law.

Present Situation:

Last month, the Colorado Supreme Court arrived at the unexpected conclusion that a 2021 law reducing state penalties for state crimes also had the unintended effect of capping municipal penalties for municipal offenses. *See In re People v. Camp, 2025 CO 64.* In brief, if a violation of the Municipal Code involves the same prohibited conduct as a state offense covered by the 2021 law, the Town cannot penalize the conduct to a greater degree than the state does. For example, the Town currently prohibits theft of less than four hundred dollars' worth of property under section 9.16.040 of the Municipal Code, and the Municipal Judge determines the penalty for convictions, up to the Town's general maximum penalty of \$2,650 under section 1.20.020(a). However, state law now caps this offense at either \$300 or \$750 depending on the amount stolen. Our code is therefore misaligned with state law.

The 2021 law at issue, SB 21-271, is 304 pages long and amounts to an unalphabetized and uncaptioned encyclopedia of minor offenses. It will take years for municipalities and the courts to determine precisely which municipal offenses are affected.

Proposal:

Rather than attempt to identify each of the affected offenses and specifically cap penalties for each, the proposed ordinance would simply incorporate state law into the Municipal Code and ensure the code does not allow or require any fine that would be higher than allowed by state law. The Town Prosecutor and Municipal Judge would apply the law on a case-by-case basis to ensure penalties stay within bounds.

Advantages:

Aligns the Municipal Code with state law. While the Town Prosecutor and Municipal Judge would have to follow state law regardless, this ordinance would clarify for the public and defendants that our code will be implemented lawfully.

Disadvantages:

Leaves undefined which municipal offenses are affected and what the new fine caps are. However, arriving at that degree of definition would take considerable time and expense. Larger municipalities will likely undertake such efforts; we may be able to learn from their work and incorporate it in the future. Also, state statutes and case law on these offenses will likely continue to change, so any attempt to codify a definitive accounting of the municipal offenses affected would likely require us to revise the Municipal Code whenever the state law changes.

Action Recommended:

Approve Ordinance 02-26.

Finance/Resource Impact:

None.

Level of Public Interest:

This is of considerable interest statewide but undetermined interest locally.

Sample Motion:

I move for the approval/denial of Ordinance 02-26.

Attachments:

1. Ordinance 02-26.

ORDINANCE NO. 02-26

AN ORDINANCE AMENDING SECTION 1.20.020 OF THE ESTES PARK MUNICIPAL CODE TO ENSURE TOWN PENALTIES CONFORM TO STATE LAW

WHEREAS, the Colorado Supreme Court held in *In re People v. Camp*, 2025 CO 64, that municipal penalties may not exceed state caps for corresponding state offenses; and

WHEREAS, the Board of Trustees of the Town of Estes Park, Colorado has determined that it is in the best interest of the Town to amend certain sections of the Municipal Code of the Town of Estes Park, Colorado to ensure conformance with this new case law.

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

Section 1: Ellipses in this ordinance indicate material not reproduced as the Board intends to leave that material in effect as it now reads.

Section 2: Section 1.20.020 of the Estes Park Municipal Code is hereby amended by adding underlined material, to read as follows:

1.20.020 - Fines and penalties.

...

(e) Notwithstanding the foregoing, no fine or penalty under this code shall exceed any applicable maximum sentencing cap under state law. Any such exceeding fine or penalty which would otherwise be required under this code shall be reduced accordingly to the highest lawful amount.

Section 3: This Ordinance shall take effect and be enforced thirty (30) days after its adoption and publication.

PASSED AND ADOPTED by the Board of Trustees of the Town of Estes Park, Colorado this 13th day of January, 2026.

TOWN OF ESTES PARK, COLORADO

By: _____
Mayor

ATTEST:

Town Clerk

I hereby certify that the above Ordinance was introduced at a regular meeting of the Board of Trustees on the _____ day of _____, 2026 and published by title in a newspaper of general circulation in the Town of Estes Park, Colorado, on the ___ day of _____, 2026, all as required by the Statutes of the State of Colorado.

Town Clerk

APPROVED AS TO FORM:



Town Attorney



Memo

To: Honorable Mayor Hall & Board of Trustees

Through: Town Administrator Machalek

From: Carlie Bangs, Housing and Childcare Manager

Department: Administration

Date: January 13, 2026

Subject: Resolution 05-26 6E Funding Expenditure to Fund Tuition Assistance through EVICS Family Resource Center

Type: Resolution

Objective:

Consider application for 6E funding to EVICS Family Resource Center for tuition assistance awards in 2026.

Present Situation:

EVICS Family Resource Center has been a recipient of 6E funds for administering tuition assistance since 2023. The 2026 Annual Funding Plan, approved by the Town Board and Board of County Commissioners, allocated \$300,000 in 6E Funds for this purpose. An additional \$50,000 is allocated to school-age assistance and \$150,000 for the Estes Valley Childcare Fund (EVCF) to support middle-income working families in the Estes Valley.

EVICS has requested \$267,000 in 6E Funding to fund their assistance program in 2026, as outlined in the attached application.

Proposal:

Earlier this year, EVICS Family Resource Center and Town staff coordinated to create a more structured and formalized program proposal for the distribution of 6E funds in 2026. In the interest of consistency, the updated program is based on the existing framework and agreement with ECCLC for the Estes Valley Childcare Fund (EVCF).

The Town of Estes Park is committed to providing equitable access to our services. Contact us if you need any assistance accessing material at 970-577-4777 or townclerk@estes.org.

The program proposal to be included in the funding agreement outlines the following:

1. Program structure, including eligibility for short-term emergency or hardship assistance and long-term assistance while CCAP is frozen.
2. Application process and administration of the program, including the calculation of parent fees.
3. The roles and responsibilities of the Town of Estes Park and EVICS Family Resource Center for managing, evaluating, and reporting on the distribution of funding.

Advantages:

- Approval of the funding request fulfills the objectives outlined in the 2026 Annual 6E Funding Plan
- Redistribution of lodging tax revenue to directly impact working families in the Estes Valley

Disadvantages:

- None.

Action Recommended:

Staff recommends approval of Resolution 05-26.

Finance/Resource Impact:

Up to \$300,000 from the Childcare Assistance account 270-419-1948-29.75, disbursed in installments, the first in January in the amount of \$200,000.

Level of Public Interest:

Moderate.

Sample Motion:

I move for the approval/denial of Resolution 05-26.

Attachments:

1. Resolution 05-26
2. Childcare Assistance Application
3. Service Contract for EVICS Tuition Assistance
4. EVICS Tuition Assistance Program

RESOLUTION 05-26

APPROVING A SERVICES CONTRACT WITH EVICS FAMILY RESOURCE CENTER FOR DISTRIBUTION OF CHILDCARE TUITION ASSISTANCE

WHEREAS, the Town of Estes Park prioritized the funding of tuition assistance for the use of Workforce Housing and Childcare (6E) Tax revenue in the 2026 Funding Plan; and

WHEREAS, EVICS Family Resource Center has provided local tuition assistance through the EVICS Childcare Scholarship program since 2006; and

WHEREAS, EVICS Family Resource Center requests funding through the Policy 225 Childcare Funding application to support tuition assistance awards for Estes Park families.

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

The Board approves, and authorizes the Mayor to sign, the services contract referenced in the title of this resolution in substantially the form now before the Board.

DATED this 13th day of January, 2026.

TOWN OF ESTES PARK

Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

POLICY 225 – EXHIBIT B
CHILDCARE ASSISTANCE APPLICATION



Childcare Assistance Application
Funding Year: 2026

Entity Name: Estes Valley Investment in Childhood Success (EVICS) Family Resource Center

Contact Person: Sarah Schmidt Title: Childcare Resource Specialist

Phone: 970-386-3055 E-mail: sarah@evics.org

Mailing Address: 1182 Graves Ave, Unit A, Estes Park, CO 80517

Program Location: 1182 Graves Ave, Unit A, Estes Park, CO 80517

Assistance Requested: **\$267,000**

Entity Type:

- Non-profit, IRS-designated 501(c)3 agency in good standing
- For-profit organization
- Libraries, museums, educational institutions, or other governmental entity that offers eligible programs, services, or activities

Type of Funding Needed:

- Tuition Assistance Program or Childcare Scholarship
- Purchase of real property (land and/or building)
- Rental or utility assistance
- Upgrade or renovation to existing property
- Purchase of equipment
- Assistance with workforce recruitment and/or retention
- Other: _____

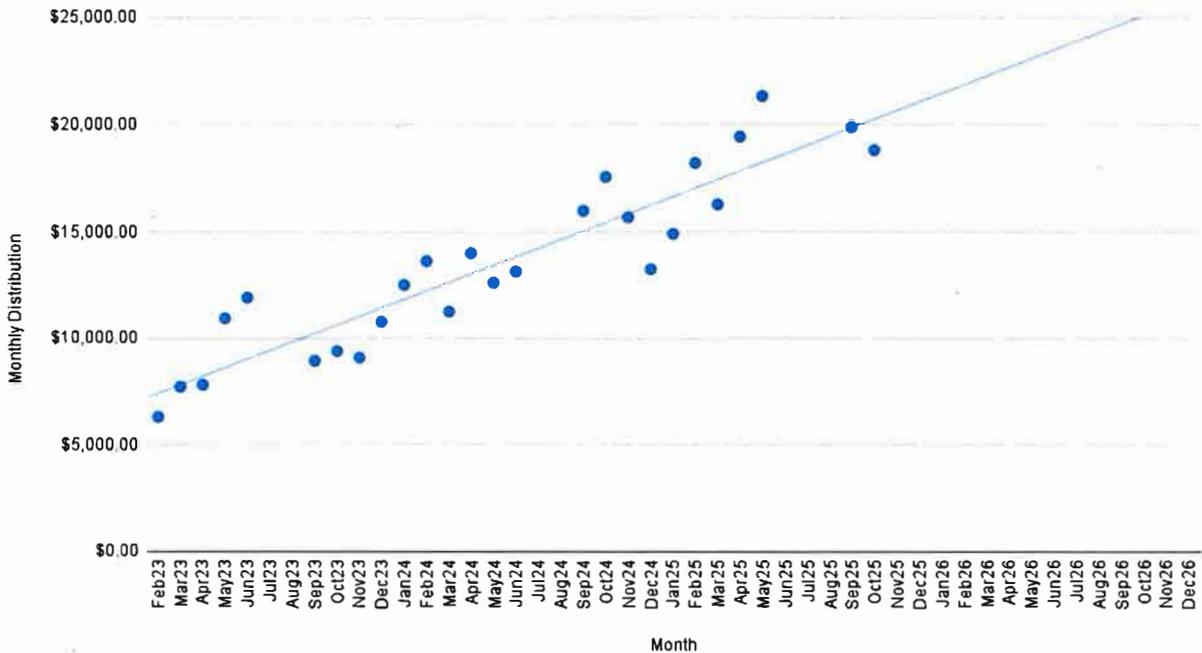
POLICY 225 – EXHIBIT B
 CHILDCARE ASSISTANCE APPLICATION

1. Please describe your project proposal in detail and how Childcare Assistance Funds will be utilized to support the project. Include the following:

a. Anticipated program budget for the proposed project:

EVICS conservatively estimates a budget of \$300,000 total for all children of low-income families in the fiscal year 2026. This estimate is based on a slow increase in demand as observed over the years that 6E Tax Funds have been available to help with tuition assistance.

Funds Distributed 2023-2026, no outliers



With a study of the historical growth and impact of the EVICS Low Income Tuition assistance program, we extrapolate a monthly cost of total award to families of \$22,500 – during the school year. During June, July, and August of 2025, we experienced a marked increase in cost of approximately \$5000, \$12000, and \$3000, respectively. We would expect to see a similar increase next year, based on work schedule needs during busy tourist season in Estes Park and based on the closure of school during the summer.

A breakdown of age groups into ages 0-5 and school ages (5-13) yields a reduced amount needed just for young children of low-income families alone. This funding projection includes all families with young children needing tuition assistance – regardless of their childcare provider choices (FFN, Qualified Exempt, or Licensed Care). The school aged childcare need is estimated to be approximately \$33,000 in total. As directed by Town Staff, EVICS will apply for this funding in a separate request.

POLICY 225 – EXHIBIT B
 CHILDCARE ASSISTANCE APPLICATION

Month Projection	Award to all Kids	Notes	Award to Kids age 0-5	School Age Kids Award	Notes
January 2026	22500	School year	20800	1650	
February 2026	22500	School year	20800	1650	
March 2026	22500	School year	20800	1650	
April 2026	22500	School year	20800	1650	
May 2026	22500	School year	20800	1650	
June 2026	27500	Following trend, +5000	22850	4650	Following observed trends in 2025
July 2026	34500	Following trend, +12000	27350	7650	Following observed trends in 2025
August 2026	25500	Following trend, +3000	20800	4650	Following observed trends in 2025
September 2026	22500	School year	20800	1650	
October 2026	22500	School year	20800	1650	
November 2026	22500	School year	20800	1650	
December 2026	22500	School year	20800	1650	
Total 2026	290,000		258,200	31,800	
With margin for error:	300,000		267,000	33,000	

Notably, EVICS directs all 6E funding granted for our tuition assistance program explicitly to providers on behalf of client families. None of the granted funding will be allocated for administrative or software costs, and so these items are not included in this proposal.

b. Hours of operation.

EVICS operates 9am-4pm, Monday-Friday. We have an online application for tuition assistance that is available on our website, and we process applications typically within two business days of receipt. Family eligibility redeterminations are held roughly every 6 months, and our partner providers report monthly on client child attendance.

c. Employee summary including titles and wages, available benefits, staff:child ratio, and eligibility for bonuses.

The tuition assistance team consists of our Childcare Resource Specialist (part time and remote position), our Program Specialist (part time position), and our Executive Director (full time position). We have serviced 61 unduplicated families this past year (2025), to include 82 unduplicated children. We anticipate only a slight increase in clientele in the coming fiscal year, as we are approaching full enrollment capacity in all of our available partnered childcare providers.

As staff wages and benefits will not be allocated from the 6E Funding granted to EVICS for tuition assistance, it is not included in this section.

POLICY 225 – EXHIBIT B
CHILDCARE ASSISTANCE APPLICATION

2. How does the project align with goals and objectives in the Annual 6E Funding Plan and the Town of Estes Park Strategic Plan?

The 6E Funding Plan seeks to support the workforce through accessibility and affordability of quality childcare.

With effectively reduced costs for families, parents can afford to work and keep schedules that provide better earning potential.

With an increased input of clients who can afford their services, and the freedom to increase rates if desired, childcare providers can increase their wages to employees and improve staff retention. Staff retention and benefits will improve stability of the industry, and - in theory - improve quality of care.

3. How will this project impact working families and support childcare in the Estes Valley?

EVICS Tuition Assistance feeds 6E Tax Funds directly into the childcare industry of Estes Park. It makes childcare accessible (by reduction of cost) to dozens of low-income families – which supports the workforce. It also allows childcare providers (both home-based and facility-based) to feel freer to charge rates closer to their cost of care. This increases the stability of the childcare industry in Estes Park.

4. How will you measure the success of the proposed project?

EVICS executes an impact survey for its tuition assistance program at the end of each fiscal year. Topics include:

- a. Ability for providers to pay their staff a living wage.
- b. Sustainability of childcare providers as businesses.
- c. Ability for parents to obtain and maintain optimal working schedules.
- d. Ability for parents to afford other aspects of living costs in Estes Park.

5. Who will be responsible for the administration of the project for which you are requesting funding?

Primarily, the Childcare Resource Specialist is responsible for the administration of the tuition assistance program at EVICS. Other members of the administration are trained and capable of administering the program in the absence of the primary administrator.

6. Please list all anticipated funding sources for this project or program. Be sure to highlight any opportunities to leverage Town funds with external funds.

EVICS has traditionally sought other grants to support all our programs as opportunities present themselves.

We do anticipate receiving the Realities of Children Grant this coming fiscal year to an amount of \$8000. We do not anticipate the return of CCCAP in 2026, though we encourage all applicants to apply to a CCCAP waitlist, and leverage UPK where possible. We will seek to apply for any additional funding as it becomes available.

POLICY 225 – EXHIBIT B
CHILDCARE ASSISTANCE APPLICATION

I swear and affirm that all of the information included in this application, its attachments, and its supplemental documents is true and correct to the best of my knowledge. I further affirm that I understand the annual reporting requirements required of Childcare Assistance Funding requests as outlined in the Town's Administrative Policy 225: Childcare Funding Guidelines.

SARAH SCHMIDT
Name of Entity/ Requestor of Funds


Signature Entity/ Requestor of Funds

17 DEC 2025
Date

Rot Miller
Name of Board President/Chair
or Witness


Signature of Board President/Chair
or Witness

12/17/2025
Date



TOWN OF ESTES PARK, COLORADO SERVICES CONTRACT
EVICS Tuition Assistance

The parties, the Town of Estes Park, Colorado (Town), a municipal corporation, and Estes Valley Investment in Childhood Success (EVICS) (Contractor), a Colorado nonprofit corporation, whose address is 1182 Graves Ave, Unit A, Estes Park, CO 80517, make this Contract this _____ day of _____, 2026, at the Town of Estes Park, Colorado, considering the following facts and circumstances:

1 RECITALS:

- 1.1 Town desires to use the services of Contractor outlined in Contractor's Proposal; and;
- 1.2 Contractor has agreed to provide the Services outlined in its Proposal, on the terms and conditions stated in this Contract.

2 CONTRACT: This Agreement is a Contract, representing the entire and integrated agreement between the parties and supersedes any prior negotiations, written or oral representations and agreements. The Agreement incorporates the following Contract Documents. In resolving inconsistencies between two or more of the Contract Documents, they shall take precedence in the order enumerated, with the first listed Contract Document having highest precedence.

The Contract Documents, except for amendments executed after execution of this Contract, are:

- 2.1 Change Orders;
- 2.2 Notice to Proceed;
- 2.3 This Contract;
- 2.4 Contractor's Proposal, containing 14 pages, entitled "EVICS Tuition Assistance Program"; and
- 2.5 Childcare Assistance Application Funding Year: 2026, containing 5 pages; and
- 2.6 Insurance Certificates.

3 SCOPE OF SERVICES: Contractor shall provide and furnish at its own cost and expense all materials, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to provide its Services in strict accordance with the conditions and prices stated in the Contract Documents.

- 4 BEGINNING WORK AND COMPLETION SCHEDULE: The Contractor shall begin services under this Contract upon receiving Town's notice to proceed. Contractor shall timely perform its Services, according to the Performance Schedule incorporated into the Childcare Assistance Application.
- 5 PRICE: The Town will pay Contractor for the performance of this Contract, not to exceed \$300,000, as the Price for the total Services performed as stipulated in Contractor's Proposal. This payment is not intended for Contractor's general compensation but as tuition assistance for the community as described in the Contract Documents. This Contract does not create a multiple fiscal year direct or indirect debt or other financial obligation. Each request for service shall incur a concurrent debt for that request only. All financial obligations of the Town under this Contract are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations.
- 6 TIME OF PAYMENTS TO CONTRACTOR: The Town will pay the Contractor \$200,000 of the Price in advance, expeditiously upon entering this Contract. The Town and Contractor will monitor Contractor's use of this sum, and the Town Administrator or designee is authorized to pay Contractor the balance of the Price as they determine necessary to fulfill the Contractor's Proposal. The Town may also reduce the Price by unilateral change order upon determining that any amount unpaid to the Contractor is unnecessary to fulfill the Contractor's Proposal.
- 7 QUALIFICATIONS ON OBLIGATIONS TO PAY: No partial payment shall be final acceptance or approval of that part of the Services paid for, or shall relieve Contractor of any of its obligations under this Contract. Notwithstanding any other terms of this Contract, Town may withhold any payment (whether a progress payment or final payment) to Contractor under the following conditions:
 - 7.1 Contractor fails to promptly pay all bills for labor, material, or services of consultants furnished or performed by others to perform Services.
 - 7.2 Contractor is in default of any of its obligations under this Contract or any of the Contract Documents.
 - 7.3 Any part of such payment is attributable to Services not conforming to this Contract. (Town will pay for any part attributable to conforming Services).
 - 7.4 Town, in its good faith judgment, determines that the compensation remaining unpaid will not be sufficient to complete the Services according to this Contract.
- 8 CHANGE ORDERS: Town reserves the right to order work changes in the nature of additions, deletions, or modifications, without invalidating this agreement, and agrees to make corresponding adjustments in the contract price and time for completion. All changes will be authorized by a written change order signed by Town. Work shall be changed, and the contract price and completion time shall be modified only as set out in the written change order.

9 SERVICE OF NOTICES: The parties may give each other required notices in person or by first class mail or by email to their authorized representatives (or their successors) at the addresses listed below:

TOWN OF ESTES PARK:
Carlie Speedlin Bangs
Housing and Childcare Manager
170 MacGregor Ave.
Estes Park, CO 80517

CONTRACTOR:
Sarah Schmidt
Childcare Resource Specialist
1182 Graves Ave, Unit A
Estes Park, CO 80517

10 COMPLIANCE WITH LAW: Contractor will perform this Contract in strict compliance with applicable federal, state, and municipal laws, rules, statutes, charter provisions, ordinances, and regulations (including sections of the Occupational Safety and Health Administration [OSHA] regulations, latest revised edition, providing for job safety and health protection for workers) and all orders and decrees of bodies or tribunals applicable to work under this Contract. Contractor shall defend and indemnify Town against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order, or decrees by itself or by its subcontractors, agents, or employees. Town assumes no duty to ensure that Contractor follows the safety regulations issued by OSHA. The Contractor shall indemnify, hold harmless, and assume liability on behalf of the Town and its officers, employees, and agents, for all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and any other amounts incurred by the Town in relation to the Contractor's noncompliance with the accessibility standards for an individual with a disability adopted by the Colorado Office of Information Technology pursuant to section 24-85-103, C.R.S.

11 PERMITS AND LICENSES: The Contractor shall secure all permits and licenses, pay all charges, files, and taxes and give all notices necessary and incidental to the lawful prosecution of its Services. Anyone conducting business in the Town of Estes Park is required to have a business license which can be obtained from the Town Clerk's Office.

12 PATENTED DEVICES, MATERIALS AND PROCESSES: The Contractor shall hold and save harmless the Town from all claims for infringement, by reason of fee use of any patented design, device, material, process, or trademark or copyright and shall indemnify the Town for any costs, expenses, and damages, including court costs and attorney fees, incurred by reason of actual or alleged infringement during the prosecution or after completion of Services.

13 INSURANCE: Contractor shall, at its own costs, secure and continuously maintain through the term of this Contract the minimum insurance coverages listed below, with forms and insurers acceptable to Town. In addition, Contractor shall maintain such coverages for the insurance listed in Paragraphs 13.1, 13.3 and 13.4 for two additional years. For any claims-made policy, Contractor shall include the necessary retroactive dates and extended reporting periods to maintain continuous coverage.

13.1 Professional Liability for at least \$1,000,000.

- 13.2 Workers' Compensation according to the Workers' Compensation Act of the State of Colorado and Employer's Liability with limits of at least \$500,000. Contractor shall require any subcontractor hired by the Contractor to carry Workers' Compensation and Employer's Liability coverage.
- 13.3 General liability, including contractual liability, of at least \$1,000,000 per each occurrence plus an additional amount adequate to pay related attorney's fees and defense cost. Coverage shall include bodily injury, property damage, personal injury, and contractual liability.
- 13.4 Comprehensive Automobile Liability with minimum limits for bodily injury and property damage coverage of at least \$1,000,000 per each occurrence plus an additional amount adequate to pay related attorneys' fees and defense costs, for each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of this Contract.
- 13.5 Valuable Papers insurance in an amount adequate to assure the restoration of any plans, drawings, field notes, or other similar data related to the services covered by this Contract in case of their loss or destruction.
- 13.6 The required general liability and comprehensive automobile liability policies shall contain endorsements to include Town and its officers and employees as additional insureds. The required professional liability and workers' compensation policies or coverages shall not contain endorsements including the Town, its officers or employees as additional insureds. Every policy required above shall be primary insurance. Any insurance or self-insurance benefits carried by Town, its officers, or its employees, shall be in excess and not contributory to that provided by Contractor.
- 13.7 Contractor shall, upon request, provide Town a certified copy of each required policy.
- 13.8 As evidence of the insurance coverages required by this Contract, before beginning work under this Contract, Contractor shall furnish certificates of insurance certifying that at least the minimum coverages required here are in effect and specifying the liability coverages (except for professional liability) are written on an occurrence form to:

Town of Estes Park
170 MacGregor Avenue
PO Box 1200
Estes Park, CO 80517
Attention: Carlie Speedlin Bangs

With the exception of professional liability and workers' compensation, policy or policies providing insurance as required will defend and include the Town, its Board, officers, agents and employees as additional insureds on a primary basis for work performed under or incidental to this Contract. Required insurance policies shall be

with companies qualified to do business in Colorado with a general policyholder's financial rating acceptable to the Town. The policies shall not be cancelable or subject to reduction in coverage limits or other modification except after thirty days prior written notice to the Town. General liability and automobile policies shall be for the mutual and joint benefit and protection of the Contractor and the Town. These policies shall provide that the Town, although named as an additional insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its officers, employees, and agents by reason of acts or omissions of the Contractor, its officers, employees, agents, subcontractors, or business invitees. They shall be written as primary policies not contributing to and not in excess of coverage the Town may carry.

- 13.9 If Contractor is self-insured under the laws of the State of Colorado, Contractor shall provide appropriate declarations and evidence of coverage.
- 13.10 Contractor shall not cancel, change, or fail to renew required insurance coverages. Contractor shall notify Town's designated person responsible for risk management of any reduction or exhaustion of aggregate limits, which Town may deem to be a breach of this Contract.
- 13.11 The Town relies on, and does not waive or intend to waive, by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the parties, their officers, or their employees.
- 13.12 If any insurance required here is to be issued or renewed on a claims-made form as opposed to the occurrence form, the retroactive date for coverage will be no later than the commencement date of the Services and will state that in the event of cancellation or nonrenewal, the discovery period for insurance claims (tail coverage) will be at least 72 months.
- 13.13 Contractor shall not cancel, non-renew or cause insurance to be materially changed or replaced by another policy without prior approval by Town.

14 INDEMNIFICATION:

- 14.1 Contractor and its agents, principals, officers, partners, employees, and subcontractors ("Indemnitors") shall and do agree to indemnify, protect, and hold harmless the Town, its officers, employees, and agents ("Indemnitees") from all claims, damages, losses, liens, causes of actions, suits, judgments, and expenses (including attorneys' fees), of any nature, kind, or description ("Liabilities") by any third party arising out of, caused by, or resulting from any Services under this Contract if such Liabilities are: (1) attributable to bodily injury, personal injury, sickness, disease, or death of any person, or to the injury or destruction of any tangible property (including resulting loss of use or consequential damages) and (2) caused, in whole or in part, by any

error, omission or negligent act of the Contractor, anyone directly or indirectly employed by it, or anyone for whose acts Contractor may be liable.

- 14.2 If more than one Indemnitor is liable for any error, omission or negligent act covered by this Agreement, each such Indemnitor shall be jointly and severally liable to the Indemnitees for indemnification and the Indemnitors may settle ultimate responsibility among themselves for the loss and expense of any such indemnification by separate proceedings and without jeopardy to any Indemnitee. This Agreement shall not eliminate or reduce any other right to indemnification or other remedy the Town, or any of the Indemnitees may have by law.
- 14.3 As part of this indemnity obligation, the Contractor shall compensate the Town for any time the Town Attorney's Office and other counsel to the Town reasonably spend on such claims or actions at the rates generally prevailing among private practitioners in the Town of Estes Park for similar services. This obligation to indemnify the Town shall survive the termination or expiration of this Agreement.
- 15 INDEPENDENT CONTRACTOR: Contractor shall perform all Services under this Agreement as an independent contractor, and not as an agent or employee of Town. No employee or official of Town shall supervise Contractor. Contractor shall exercise no supervision over any employee or official of Town. Contractor shall not represent that it is an employee or agent of the Town in any capacity. **Contractor's officers, employees and agents are not entitled to Workers' Compensation benefits from the Town, and Contractor is obligated to pay federal and state income tax on money earned under this Agreement.** Except as this Agreement expressly states, Contractor shall, at its sole expense, supply all buildings, equipment and materials, machinery, tools, superintendence, personnel, insurance and other accessories and Services necessary. This Agreement is not exclusive; subject the terms of this Agreement, Town and Contractor may each contract with other parties.
- 16 PROVISIONS CONSTRUED AS TO FAIR MEANING: Any tribunal enforcing this Agreement shall construe its terms as to their fair meaning, and not for or against any party based upon any attribution to either party.
- 17 HEADINGS FOR CONVENIENCE: All headings, captions and titles are for convenience and reference only and of no meaning in the interpretation or effect of this Contract.
- 18 NO THIRD-PARTY BENEFICIARIES: The parties intend no third-party beneficiaries under this Contract. Any person besides Town or Contractor receiving services or benefits under this Agreement is an incidental beneficiary only.
- 19 TOWN'S RIGHT TO BAR PERSONNEL FROM WORK SITE: For conduct the Town (in its sole discretion) decides may violate applicable laws, ordinances rules or regulations, or may expose Town to liability or loss, Town may bar any person (including Contractor's and subcontractors' employees) from the Town's work sites. Such a bar shall not require any employee's discharge from employment, but shall merely prohibit the employee's presence at Town's work sites. Such a bar shall not warrant an increase in contract time or Price.

- 20 WAIVER: No waiver of any breach or default under this Agreement shall waive any other or later breach or default.
- 21 TERM: This Contract shall commence on its effective date, and shall continue through February 1, 2027 with the option of four (4) additional renewals, on an annual basis, upon agreement of both parties.
- 22 TERMINATION:
- 22.1 In addition to any other available remedies, either party may terminate this Contract if the other party fails to cure a specified default within seven (7) days of receiving written notice of the default. The notice shall specify each such material breach, in reasonable detail.
- 22.2 Town may, at any time, terminate performance of the work, in whole or in part, for its own convenience. The Town may effect such termination by giving Contractor written Notice of Termination specifying the extent and effective date of termination. In case of termination, for convenience, Town shall pay Contractor for work satisfactorily completed, to the date of termination. The Town shall determine the portion of work completed.
- 22.3 If either party so terminates, the Contractor shall promptly deliver to the Town all drawings, computer programs, computer input and output, analysis, plans, photographic images, tests, maps, surveys and writer's materials of any kind generated in the performance of its Services under this Contract up to and including the date of termination.
- 23 SUSPENSION: Without terminating or breaching this Contract, the Town may, at its pleasure, suspend fee services of the Contractor hereunder. Town may effect suspension by giving the Contractor written notice one (1) day in advance of the suspension date. Upon receipt of such notices the Contractor shall cease their work as efficiently as possible, to keep total charges to a minimum. The Town must specifically authorize any work performed during suspension. Since suspension and subsequent reactivation may inconvenience the Contractor, Town will endeavor to provide advance notice and minimize its use. After a suspension has been in effect for thirty days, the Contractor may terminate this Contract at will.
- 24 ASSIGNMENT AND DELEGATION: Except as stated, neither party may assign its rights or delegate its duties under this Contract without the express written approval of the other.
- 25 SUBCONTRACTING: Except subcontractor clearly identified and accepted in the Contractor's Proposal, Contractor may employ subcontractors to perform the Services only with Town's express prior written approval. Contractor is solely responsible for any compensation, insurance, and all clerical detail involved in employment of subcontractors.

- 26 GOVERNING LAW AND VENUE: The laws of the State of Colorado shall govern enforcement and interpretation of this Contract. Venue and jurisdiction for any court action filed regarding this agreement shall be only in Larimer County, Colorado.
- 27 AUTHORITY: This instrument forms a contract only when executed in writing by duly authorized representatives of Town and Contractor. By their signatures on this document, the signatories represent that they have actual authority to enter this Contract for the respective parties.
- 28 INTEGRATION: There are no other agreements on the same subject than expressly stated or incorporated in this Contract.
- 29 DAMAGES FOR BREACH OF CONTRACT: In addition to any other legal or equitable remedy the Town may be entitled to for a breach of this Contract, if the Town terminates this Contract, in whole or in part, due to Contractor's breach of any provision of this Contract, Contractor shall be liable for actual and consequential damages to the Town.

Signature pages follow.

EVICS Tuition Assistance Program

Introduction

EVICS Tuition Assistance helps local families by helping make childcare and early childhood education more affordable for working parents in the Estes Valley. Established in 2006, the program was created in response to the high cost of childcare, which often poses a barrier to employment and family stability in the Estes Valley. EVICS Family Resource Center provides financial assistance to offset childcare tuition costs, ensuring that more children can access quality early learning opportunities and childcare.

EVICS Tuition Assistance was established to provide temporary support for families while they apply for Colorado Child Care Assistance Program (CCAP), which provides longer-term aid to income-eligible families. Because the CCAP application process can take several months, EVICS assistance bridges the gap- helping parents maintain employment and stability during that time.

Following the success of Ballot Initiative 6E in 2022, the Town has provided funding to EVICS annually to support this program. In February 2024, CCAP enrollment was frozen in Larimer County due to funding constraints. EVICS expanded the eligibility of their Tuition Assistance Program, and the Town allocated additional “6E Lodging Tax” revenue to support eligible families during the freeze. Families earning up to 80% of the Area Median Income (AMI) may receive assistance during the CCAP freeze, ensuring ongoing access to safe, reliable childcare within the Estes Valley.

Program Overview

EVICS Tuition Assistance is a program created and administered by Estes Valley Investment in Childhood Success (EVICS Family Resource Center, or simply “EVICS”) to provide responsive financial assistance and help local families afford quality childcare during times of hardship or transition. In a tourism-based economy like the Estes Valley, employment and income levels fluctuate seasonally- families often earn more in the summer and face reduced hours or wages in the winter. These shifts can make it difficult for parents to maintain consistent childcare enrollment. Without support, childcare providers are often forced to absorb costs or lose enrollment, which impacts their financial sustainability.

To address this challenge, EVICS Tuition Assistance offers responsive, short-term financial aid to families experiencing crisis or temporary financial strain. The program ensures that no household pays more than 10% of their income toward childcare, while covering the remaining tuition balance directly with the provider. This approach allows children to stay enrolled, supports the stability of local childcare programs, and helps parents remain or return to the workforce.

Hardship and emergencies are defined as significant, unforeseen circumstances that impact the financial stability of the household. Examples include:

- Sudden loss or change of employment

- Unexpected relocation or housing instability
- Severe health issues or medical emergencies
- Domestic violence
- Incarceration of a household member
- Change in custody, divorce, or separation
- Any other crisis that results in financial difficulty

In addition to short-term emergency assistance, EVICS acts as a “gap assistance” program for many low- and moderate-income families, serving households with income up to 80% AMI who may be ineligible for programs such as CCAP. Eligibility gaps often result from temporary or transitional circumstances, including fluctuations in income, divorce or changes in custody arrangements, legal proceedings, employment transitions, or other destabilizing events. EVICS supports family stability by helping maintain continuity of care and employment transitions, or other destabilizing life events. EVICS supports family stability by helping maintain continuity of care and employment during these periods, preventing short-term disruptions from escalating into long-term hardship.

Program Structure

- **Eligibility:** Open to all working families in the Estes Valley (Estes Park R-3 School District) earning up to 110% of the Area Median Income (AMI), regardless of immigration status.
- **Emergency and Hardship:** Demonstrate that their household is experiencing an emergency or hardship by providing the required documentation to qualify. At the discretion of the Family Advocate, the household will move to year-round Tuition Assistance.
- **Continued Tuition Assistance:** Household demonstrates the need for assistance beyond short-term need while experiencing an emergency or hardship, and falls under 80% of the Area Median Income (AMI).
EVICS will assist the household in applying for long-term assistance programs such as CCAP, EVCF, UPK, or other assistance programs they may be eligible for when no longer qualifying for emergency or hardship assistance.
- **Provider Choice:** Funds may be used with any “Partner Provider”, which includes a licensed or approved licensed-exempt provider within the Estes Valley.
All Partner Providers must be enrolled in the EVICS Tuition Assistance Program and be located in the Estes Valley.
- **Family Contribution:** Copays are calculated as a percentage of the household's monthly income.
 - Households eligible for emergency or hardship assistance will pay a maximum of 7% of their income.
 - Households receiving continued tuition assistance should not pay more than 10% of their net monthly income on childcare, but may have a copay that’s tiered based on their AMI (household size and monthly income).
 - EVICS has the authority and the discretion to reduce a household’s copay based on income or circumstance; however, if the copay is lower than 5%, the award must be funded by EVICS from a source other than Town funds.

- **EVICS Tuition Assistance Coverage:** The program pays the full difference between the family's copay and the provider's tuition, ensuring consistent, affordable care year-round.

Application Process

To ensure fair access to limited funding, we follow a clear and simple process:

- An application may be submitted in person or online.
- All supporting documents must be submitted before EVICS begins processing your application.
- Applicants are required to fill out intake paperwork with EVICS Family Resource Center and are offered enrollment in Family Development. Families experiencing an emergency or hardship are required to enroll in Family Development.
- EVICS Family Resource Center has the authority to establish a waitlist.

Emergency and Hardship Qualifications

Households in the Estes Valley experiencing an emergency or financial hardship are eligible for short-term tuition assistance through EVICS Family Resource Center. An Emergency or Hardship is defined for this program as, "significant or unforeseen circumstances that impact the financial stability of the household" and may include:

- Sudden loss or change of employment status
- Unexpected relocation or housing instability
- Severe health issue or medical emergency
- Domestic violence
- Incarceration of a household member
- Change in custody, divorce, or separation
- Any other crisis that results in temporary financial difficulty

If the eligibility criteria are unable to be met as described below, in addition to the defined "Emergency and Hardship" criteria, EVICS Family Resource Center and the appointed Family Advocate may use their own discretion to assist the family. Verification must occur monthly, and the household must meet eligibility criteria by three months to continue to receive assistance.

A Family Advocate is assigned to each recipient of Emergency and Hardship assistance and enrolled in the Family Development program. Family Development includes one-on-one case management.

For example, a single parent with a child enrolled in care loses their job and is unemployed. EVICS may provide assistance up to three months, with reverification monthly, while the parent seeks other work. Proof of job seeking may be required by the Family Advocate.

Transition to Continued Tuition Assistance Process

To be considered for continued EVICS Tuition Assistance, all families must first apply for CCAP and other eligible assistance programs. Households moving from Emergency and Hardship Assistance must demonstrate a year-round income below 80% of Area Median Income (AMI), and one person in the household must work within the Estes Valley a minimum of 30 hours per week.

The household must submit all required documentation to their Family Advocate on time and sign a Certificate of Agreement with the Partner Provider. If the household does not provide the needed documentation for Continued Tuition Assistance after one month of no longer being eligible for Emergency and Hardship Assistance, EVICS may pause all assistance at its discretion.

Co-pay Adjustment: Continued Tuition Assistance may have a higher copay, however, it may not exceed 10% of the household's monthly income. Once enrolled, reverification is not required for the duration of the Agreement. Renewal of assistance occurs one year after the Certificate of Agreement is signed, or January 1, whichever occurs first. A minimum household copay of \$100 is required. The household may lose assistance if they do not pay their copay, as outlined in the Certificate of Agreement.

Waitlist: Funding is prioritized for households needing Emergency and Hardship Assistance, limiting the availability of funding for Continued Tuition Assistance. Continued Tuition Assistance may have temporary waitlists. When funding becomes available, EVICS will contact waitlisted families strictly in the order they joined the waitlist. Each family will receive a direct invite from EVICS when their turn is reached, along with complete instructions for submitting their application.

Eligibility

To qualify for funding, the household must meet all of the following criteria:

Child Requirements:

- Child is enrolled at a Partner Provider in the Estes Valley.
- Child age must be 0-5 or who is not yet eligible/enrolled in kindergarten.

Family/Guardian Requirements:

- At least one parent/guardian must work within the Estes Valley (remote work for employers outside the area disqualifies applicants).
 - If seeking Emergency or Hardship Assistance, the applicant may receive assistance temporarily up to three months while seeking work.
- Applicants must also demonstrate that they've applied for all other eligible financial assistance programs, including but not limited to, private scholarships or assistance from the provider, CCAP and EVCF.

Income Eligibility Requirement:

- Household income must fall under 110% AMI for Larimer County for Emergency and Hardship Assistance and under 80% AMI for Continued Tuition Assistance.

EVICS Tuition Assistance Program Emergency and Hardship- Income Eligibility for 2026		
<i>*Net income limits (after taxes) based on 80-100% of Area Median Income</i>		
Household Size	Maximum Annual Income (110% AMI)	Monthly Income Range
2 people	\$104,560.00	\$6,338 - \$8,713
3 people	\$117,650.00	\$7,129 - \$9,804
4 people	\$130,680.00	\$7,921 - \$10,890
5 people	\$141,190.00	\$8,558 - \$11,765
6 people	\$151,640.00	\$9,192 - \$12,636
7 people	\$162,090.00	\$9,825 - \$13,507

EVICS Tuition Assistance Program Continued Assistance-Income Eligibility for 2026		
<i>*Net income limits (after taxes) based on 80-100% of Area Median Income</i>		
Household Size	Maximum Annual Income (80% AMI)	Maximum Monthly Income
2 people	\$81,700	\$7,129
3 people	\$102,100	\$7,921
4 people	\$110,300	\$8,558
5 people	\$118,450	\$9,192
6 people	\$126,650	\$9,825
7 people	\$134,800	\$10,458

Verification

Families will be required to submit the following verification documents, at a minimum:

- **If employed or self-employed:** Two most recent pay stubs (if applicable), a tax document (such as W2, 1040, Schedule C, or 1099), or an employer letter stating work frequency and payment amount.
- If receiving TANF, SNAP or other public benefit award: Approval letters showing benefit amounts.
- If receiving child support: Documentation verifying child support amounts per child
- If receiving other forms of income: Verification documents detailing income amounts.

Funding Decisions

Application Processing: Applications are reviewed on a first-come, first-served basis. If a waitlist occurs, waitlisted families will be contacted in the exact order they joined, with infants and toddlers prioritized.

Review Timeline: Complete applications with all required documents receive a faster review. If discrepancies are found, EVICS will contact you directly, which may cause processing delays. Most families can expect an award decision within two weeks of submitting a complete, **error-free application**.

Award Creation: Upon approval, EVICS will contact your selected childcare provider within the Estes Valley to confirm assistance. The provider must be a Partner Provider with EVICS. Assistance is calculated using an established reimbursement rate. The provider will need the Certificate of Agreement with EVICS to establish the assistance. *(The Child must be enrolled in care before Parent/Guardian applies for this assistance)*

Certificate of Agreement: After the provider signs the required documents, you'll receive a Certificate of Agreement to sign. The Certificate of Agreement will outline the EVICS Tuition Assistance Program terms, including the copay amount, payment schedule and duration of assistance, a maximum of three months for Emergency and Hardship, or up to a year for Continued Tuition Assistance.

Funding Established: Assistance becomes active once the Certificate of Agreement is signed by the provider, EVICS Executive Director, and the applicant. From that point forward, you're considered a currently funded family. EVICS will send reimbursement payments directly to your provider on the 7th of each month, continuing through the duration of the agreement. All agreements run from the month of approval for a maximum of one year with the option to renew (see below)

Verification: Emergency and Hardship Assistance is available for up to nine months within a calendar year; however, every three months, the household must submit updated documentation to demonstrate that they still meet the program's criteria.

If the eligibility is temporarily unmet, EVICS Family Resource Center and the appointed Family Advocate may use their own discretion to assist the applicant. If this occurs, verification must occur monthly, and the applicant must meet eligibility criteria by three months to continue to receive assistance. The applicant must demonstrate that they are working toward meeting the eligibility criteria, and EVICS may require proof at its own discretion.

Renewal: Continued Tuition Assistance starts from the date of the execution of the Certificate of Agreement for a year, or until January 1, whichever occurs first. Notification of renewal will occur annually, and households will receive notice no later than November 1.

Program Administration: All agreements are created and administered by EVICS Family Resource Center, who assist families and providers throughout the process. A Family Advocate is assigned to each applicant and recipient of Emergency and Hardship Assistance.

Program Structure: All households pay a fee directly to their childcare provider that is capped at 10% of their monthly net income as their copay, with EVICS Tuition Assistance Program covering the remaining tuition balance.

Note: EVICS has the authority to tier the copay below 10% of a household's monthly income.

Provider Reimbursement:

The program pays the full difference between the family's copay and the provider's tuition, ensuring consistent, affordable care year-round. The program will cover the tuition balance with a pro-rated reimbursement rate not to exceed the following:

	Center-based	FCCH	FFN
Infant	\$100	\$80	\$40
Toddler	\$80	\$80	\$35
Pre-k	\$66	\$80	\$30

**Reimbursement based on the 2024 Colorado living wage for staff. The daily rate conversion is based on 20 days per month, or 5 days per week.*

<https://dms.estes.org/WebLink/ElectronicFile.aspx?dbid=0&docid=280011&> (pg. 21)

Infant: Child under 2 years old

Toddler: Child 25- 35 months old (under 3)

Pre-k: Child 36 months to 5 years old or eligible for Kindergarten

Intent of Parties

Mutual Values: Both the Town of Estes Park and EVICS Family Resource Center (EVICS) are committed to ensuring that childcare in the Estes Valley and throughout Larimer County is accessible, affordable, high-quality, and culturally attuned. EVICS and the Town are dedicated to being in a joint relationship centered on partnership, communication, and mutual accountability by a shared sense of responsibility to the communities being served.

Town of Estes Park responsibilities:

- Provide ongoing support to EVICS staff as needed, with a focus on enhancement recommendations that could improve processes, workflows, and service to the Estes Valley community.
- Annually dedicate funds to the EVICS Tuition Assistance Program, most likely through the annual approval of the 6E Funding Plan to be distributed in February.
- Work directly with EVICS for the transfer of funds to maintain the distribution of funding to families.
- Promote LCCF, EVCF, and EVICS Tuition Assistance Program to existing and potential families through various communications channels (newsletter, social media, etc.).
- Collaborate with EVICS on the distribution of and tracking of recipient and provider surveys, and determining/revising eligibility requirements.
- Conduct an annual program evaluation in collaboration with EVICS, to include but not limited to, a program location analysis, demographics, and qualitative family impact.
 - See “Evaluation” under Section D and “Attachment A” for details.
 - Annual program evaluation will be conducted in collaboration with EVICS by the Housing and Childcare Manager for the Town of Estes Park.
- Coordinate funding sources and identify sequence/priority to communicate to EVICS for them to allocate appropriately.

EVICS responsibilities:

- Manage all operations of the EVICS Tuition Assistance Program including:
 - Coordinate with the Town regarding possible software enhancement recommendations that could improve processes & workflows.
 - Providing emergency assistance and assistance awards to families for childcare in 2026.
 - Create and maintain a waitlist for families, when appropriate, to track program needs and program opening communications.
 - Determine eligibility, complete contracts with families and providers, and send final numbers to the Town on a timely basis, as described in the “Reporting Section” or as requested.
 - Annually, EVICS will provide a framework for setting program eligibility, work closely with the Town to ensure compliance with 6E Funding requirements, and commit to inclusive funds distribution to advance equity in the Estes Valley.
 - Maintain documentation signed by the household receiving the tuition subsidy that includes:
 - The child care program’s name & contact information

- Dates of care
 - Name of child(ren) and family receiving the subsidy
 - Award and co-pay amount
 - Total assistance received within the program year
- Promote EVICS Tuition Assistance Program, EVCF, LCCF, and CCCAP to families through various communications channels (newsletter, social media, etc).
- Collaborate with the Town on the distribution of and tracking of recipient and provider surveys, and determining/revising eligibility requirements.

Payment and Reporting

1) Budget:

- EVICS Family Resource Center will cover the cost of administering the EVICS Tuition Assistance Program, including the online application and hosting platform of their choosing.
- The anticipated dedicated 6E Funding for EVICS Tuition Assistance Program in 2026 is \$300,000.
 - Unused funds after February 1, 2027, must be returned to the Town.
 - Funds may only be rolled over to the following year if so directed in writing by the Town, and in accordance with all Town stipulations.

2) Evaluation:

Why we evaluate:

- All 6E Child Care Assistance funds are 6E Lodging Tax revenue received by the Town of Estes Park dedicated to addressing housing and childcare issues for the Estes Valley workforce. 6E funding must be granted to eligible organizations as presented in Town of Estes Park Policy 225: Childcare Funding Guidelines. The Town shall follow applicable regulations and requirements as stipulated by the 6E Ballot Initiative and distribute revenue to the Estes Valley based on priorities and needs outlined in the Annual Funding Plan for 6E Lodging Tax to include, but not limited to; child care tuition assistance programs, addressing childcare workforce challenges, increasing capacity for out-of-school programming, and capital and facility grants.
- The Town will engage in an annual evaluation of the EVICS Tuition Assistance Program and seek approval of the distribution of 6E Child Care Assistance funds as presented in the Annual 6E Funding Plan for the following reasons:
 - To understand the program more deeply, including successes, challenges, learnings, and vision.
 - Where appropriate, enter into conversation about providing additional support, when possible, in areas where EVICS is facing challenges or are seeking to amplify a particular area of their work.

- Report back to community stakeholders, elected officials, and the Estes Valley 6E Lodging Tax constituents
- Work in close collaboration with EVICS to advance our shared goal to support and expand quality early child care in Larimer County and the Estes Valley.
- Annual evaluation is included in the contract and scope of work to be conducted following the programmatic year, approximately August 2026, to be incorporated into the Annual 6E Impact Report.
- For more details on the annual EVCF evaluation, see “Attachment A”.

3) Reporting:

- The Town will work in partnership with EVICS to gather qualitative and quantitative data to evaluate program outcomes, promote the fund to the Estes Valley workforce, and ensure equitable distribution of 6E Child Care Assistance funding.
- EVICS shall submit quarterly updates to the Town that include:
 - EVICS Family Resource Center name and payment address
 - Description of specific service performed
 - Expense amounts and totals
 - According to the following schedule.
 - July – September due October 15th
 - October – December due January 15th
 - January – March due April 15th
 - April – July due August 15th
- In order to best prepare and report on 6E Child Care Assistance funds in the Annual 6E Impact Report, the Town requests that EVICS submit data and documentation of EVICS Tuition Assistance Program usage and project outcomes by November 1, 2026, or as requested in “Attachment B”.

Communication

1) Co Branding and Marketing:

All EVICS Tuition Assistance marketing, promotional materials, online information, and all communications will be co-branded with both the Town and EVICS logos. Both the Town and EVICS agree to represent each other in a positive manner and proactively support one another’s community-wide visibility. EVICS agrees to include an acknowledgement of the Town’s support in all external communication regarding EVICS Tuition Assistance Program.

2) EVICS Family Resource Center:

Any communication concerning invoices under this contract should be directed to Rut Miller at director@evics.org. Any requests for reports, qualitative data, or program inquiries should be made to Sarah Schmidt at sarah@evics.org. Any questions concerning services provided under this contract should be directed to Rut Miller at director@evics.org.

3) Town of Estes Park:

Any communication concerning payment under this contract should be directed to Sharla Beesley at sbeesley@estes.org. Any questions concerning services provided under this contract should be directed to Carlie Speedlin Bangs at cbangs@estes.org.

Town Requirements for Use of 6E Lodging Tax Funds

1. At least one parent or guardian of each of the children served by the Program must work full-time (at least 30 hours per week) within the boundaries of the Estes Park R-3 School District.
2. The Recipient agrees to use these funds only for the purposes described above in the Program Proposal. The Recipient shall keep full records of the use of these funds and compliance with the above requirements and shall deliver them to the Town promptly upon request. Recipient acknowledges that, in addition to all other remedies the Town may pursue for Recipient's breach of this agreement, Recipient may become ineligible for future funds from the Town.
3. The Recipient warrants that all of the information included in its application for this subsidy, its attachments, its supplemental documents, and all other information communicated to the Town to solicit its approval of this contract is true and correct.
4. The Town finds that the use of these funds is for the public purpose of protecting the economic and social vitality of the Town by supporting employment for residents of the Town by expanding childcare options for working parents and guardians, thereby allowing employees to continue to live and work locally, and ultimately to continue to contribute to the Town's tax base. The Town finds that this Agreement's public purposes are both significant and substantial, and justify the expenditure of the public funds. The Town finds that the support of childcare operations both inside and in the immediate vicinity of the Town and the boundaries of the Estes Park Local Marketing District contributes to the public purposes described above, that the economy and society of the entire Estes Valley is inextricably interconnected, and that supporting the families of the Estes Valley is integral to supporting the economic and social vitality of the Town. The Town also finds that the Town will receive adequate consideration for its financial contribution to the Program in the form of the significant and substantial public benefits described above. Finally, the Town finds that the activities funded by this Agreement constitute development and operation of a program to support affordable workforce childcare services.

Attachment A: EVICS Tuition Assistance Evaluation

Project Purpose

EVICS Tuition Assistance Program helps working families experiencing an emergency or financial hardship, afford care for their children within the Estes Valley. During the Colorado Childcare Assistance Program (CCAP) freeze, households that fall under 80% of Area Median Income (AMI) may receive continued support.

Goals	Objectives	Measure	Measurement Tool
<i>EVICS Tuition Assistance Program will create a more equitable childcare system in the Estes Valley through improved policies and increased access to childcare assistance.</i>	EVICS Tuition Assistance Program will develop and implement policies that promote diversity and inclusion in childcare settings.	Total # of childcare providers	LCCC
		# of childcare providers that provide care in languages other than English	LCCC
		% of families who report that the childcare providers are culturally attuned with their family	Parent Survey
	EVICS Tuition Assistance Program will create a more sustainable early childhood workforce in the Estes Valley.	Total # of childcare providers	LCCC
		Daily tuition rates	LCCC
		Staff wages	Provider Survey
	EVICS Tuition Assistance Program will decrease the disparity in the availability of childcare resources for communities of color.	Demographics of children/families receiving assistance	LCCC
		Total # of childcare providers	LCCC
	EVICS Tuition Assistance	Total # childcare slots	LCCC

	Program will increase the number of childcare slots in the Estes Valley.	# of providers who accept CCAP	LCCC
		# of providers who accept EVICS	LCCC
		# of providers who accept scholarships or sliding scale	LCCC
Goals	Objectives	Measure	Measurement Tool
<i>EVICS Tuition Assistance Program will improve financial stability for underserved communities by offsetting the cost of childcare for middle-income families.</i>	EVICS Tuition Assistance Program will improve parents' ability to gain or maintain employment.	% of parents receiving assistance who report that childcare is no longer a barrier to gaining or maintaining employment	Provider Survey
	EVICS Tuition Assistance Program will improve households' ability to afford essential needs.	% of parents receiving assistance who report that childcare expenses are no longer a barrier to affording essential needs, such as rent, utilities, and food	Provider Survey

Attachment B: Town of Estes Park 6E Childcare Assistance Fund Reporting

In preparation for the Annual 6E Impact Report, the Town of Estes Park requests the following qualitative and quantitative data no later than November 1, 2026.

1. Total unduplicated persons served
2. Race/ethnicity
3. Breakdown by age
 - a. Infants (0-2 years old)
 - b. Toddlers (2-3 years old)
 - c. Preschool (3-5 years old)
4. Unduplicated individuals served by income level
5. Other childcare assistance utilized
 - a. CCAP
 - b. EVICS
 - c. LCCF
 - d. Other
6. Employment status of household
 - a. Single-parent household, one parent working
 - b. Two-parent household, one parent working
 - c. Two-parent household, both parents working
7. Measurable outcomes:
 - a. Outcome 1: 90% of parents receiving assistance will report that childcare is no longer a barrier to gaining or maintaining employment
 - b. Outcome 2: 90% of parents receiving assistance will report that childcare expenses are no longer a barrier to affording essential needs, such as rent, utilities, and food.
 - c. Outcome 3: 80% of childcare providers have increased their tuition rates to be equal to or greater than the actual cost of care
 - d. Outcome 4: 80% of childcare providers are paying teachers and staff livable wages
8. Program Recipient Story



Memo

To: Honorable Mayor Hall & Board of Trustees

Through: Town Administrator Machalek

From: Steve Careccia, Director

Department: Community Development

Date: January 13, 2026

Subject: Resolution 06-26 Reservation of Site Location for the proposed Kahuna Memorial Wildlife Safety Park

Type: Resolution

Objective:

The Kahuna Memorial Project team seeks the reservation of Town-owned property for the location of the proposed Kahuna Memorial Wildlife Safety Park (Kahuna Memorial).

Present Situation:

As stated in the project background document (Attachment 2), the purpose of the Kahuna Memorial is “to establish a significant memorial that intrigues, informs and instills memorable moments of the legendary Kahuna, while increasing public understanding of how to safely observe wildlife”.

At a study session held on July 25, 2023, the Kahuna Memorial project team asked to place the Kahuna Memorial on Town property (Property) located at the northwest corner of East Elkhorn Avenue and Park Lane. The Property is a small, open space with turf (Figure 1).



Figure 1

While the Town has an existing elk memorial at US 7 and US 36, the Kahuna Memorial differentiated itself by including educational information on species identification, wildlife safety, and safe viewing practices to complement the life-sized elk statue. As such, upon conclusion of the study session, the Town Board directed staff and the project team to move forward.

At a public meeting held on October 24, 2023, the Town Board approved a one-year reservation of the Property for the Kahuna Memorial. During this period, the project team intended to raise funds and finalize the design of the memorial. However, fund raising and design have taken longer than expected, and the project did not move forward as anticipated. Consequently, the one-year reservation period expired.

Proposal:

The project team continues to raise funds and work towards development of the memorial, and therefore would like to request another year-long reservation of the

Property. If reserved, the Kahuna Memorial proposal will be evaluated through the Town's Art in Public Places program (Policy 880), with ultimate approval from the Town Board required for any art installation. The Property and memorial's hardscape and landscape elements will be owned and maintained by the Town.

Advantages:

- Adds to the Town's art inventory with a world-class elk sculpture.
- Install an interactive, informational wildlife safety display to help educate the public.
- Diversification of an underutilized area.

Disadvantages:

- Should the memorial move forward, additional funding and staff capacity are required from the Parks Division for the long-term maintenance of the Property. Other costs associated with the installation of Kahuna Memorial improvements may also be a possibility, if deemed appropriate and approved by the Town Board.

Action Recommended:

Town Board approve Resolution 06-26 reserving the Property for a period of one year to accommodate the proposed Kahuna Memorial.

Finance/Resource Impact:

Resolution 06-26 does not create any financial or resource obligations for the Town or Parks Division. However, should the Kahuna Memorial receive approval and the associated improvements installed, then there will be long-term maintenance costs associated with the Property that will be the responsibility of the Town. Additionally, while the costs associated with the design and installation of the Kahuna Memorial will be funded by the Kahuna Memorial Project team, there could potentially be upfront financial impacts for the Town associated with hardscape, landscape, and irrigation design and installation, if deemed appropriate and approved by the Town Board. The level of such financial impacts are unknown at this time, but will be evaluated by staff and presented to the Town Board for their future consideration.

Level of Public Interest:

Public interest is expected to be low.

Sample Motion:

I move for the approval/denial of Resolution 06-26.

Attachments:

1. Resolution 06-26
2. Kahuna Memorial Project Background

RESOLUTION 06-26

A RESOLUTION RESERVING TOWN-OWNED PROPERTY FOR THE INSTALLATION OF THE PROPOSED KAHUNA MEMORIAL WILDLIFE SAFETY PARK

WHEREAS, the Kahuna Memorial Project team seeks reservation of Town-owned property for the development and installation of the proposed Kahuna Memorial Wildlife Safety Park (Memorial Park); and

WHEREAS, the Town-owned property (Property) is a small, open space with turf located at the northwest corner of East Elkhorn Avenue and Park Lane, as designated on Exhibit A, attached hereto; and

WHEREAS, at a study session held on July 25, 2023, the Town Board directed staff to move forward with formal reservation of the Property for use by the Memorial Park; and

WHEREAS, on October 24, 2023, the Town Board approved a one-year reservation of the Property for the development of the Memorial Park; and

WHEREAS, the development of the Memorial Park did not move forward as anticipated, and the one-year reservation period subsequently expired; and

WHEREAS, the Kahuna Memorial Project team desires to continue development of the Memorial Park, and therefore seeks another one-year reservation of the Property; and

WHEREAS, this Resolution does not create nor establish any financial obligation for the Town associated with the design and installation of the Memorial Park.

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

The Property, as designated on Exhibit A, is reserved for the development of the Kahuna Memorial Project for a period of one year, and formal evaluation of the Memorial Park in accordance with the Town of Estes Park’s Art in Public Places program (Policy 880) shall be required.

DATED this 13th day of January, 2026.

TOWN OF ESTES PARK

Mayor

ATTEST:

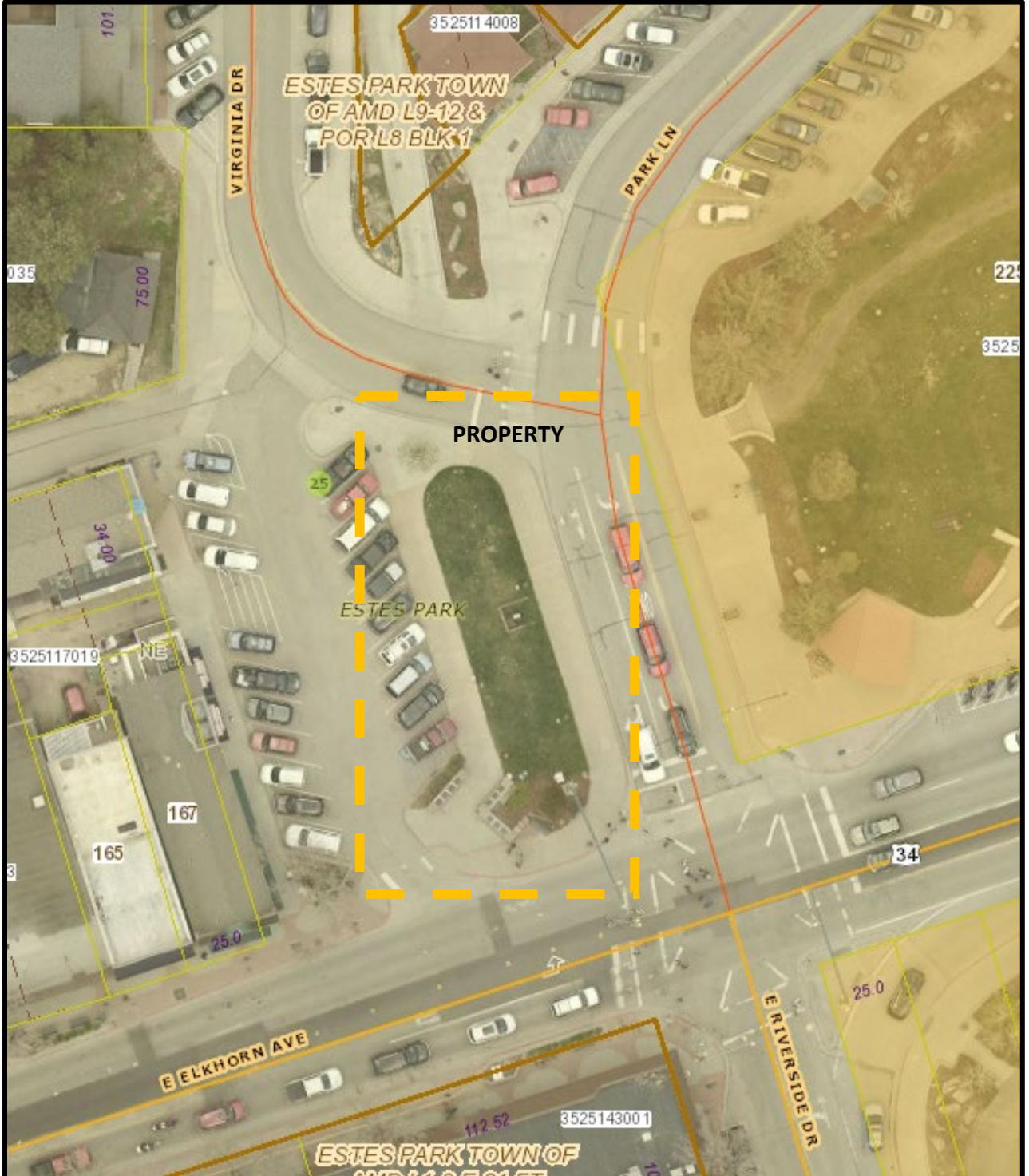
Town Clerk

APPROVED AS TO FORM:



Town Attorney

Exhibit A





KAHUNA MEMORIAL

Preserving a Legacy. Promoting Safety Awareness.

OUR VISION

Tell Kahuna's story and share his legacy with future generations who will come to visit the Rocky Mountains and admire his many descendants in a careful manner.



Mission

To establish a significant memorial that intrigues, informs and instills memorable moments of the legendary Kahuna, while increasing public understanding of how to safely observe wildlife.

Objectives

To raise funds, commission a sculptured statue of Kahuna, and oversee the installation of a memorial at a public site for all to enjoy in Estes Park.

To further commemorate Kahuna, this project will incorporate a public awareness initiative promoting safe practices for those observing wildlife while visiting the Estes Park area.

OUR TIMELINE

2022

Q2

- ✓ Establish 501(c)(3) partnership
- ✓ Activate GoFundMe crowdfunding
- ✓ Engage and align with Town of Estes Park and Rocky Mountain National Park
- ✓ Generate community awareness through community events and media relations

Q3

- ✓ Explore potential sites with Town staff
- ✓ Develop memorial design specifications
- ✓ Call for artist qualifications
- ✓ Implement fundraising campaign

Q4

- ✓ Award memorial to chosen artist
- ✓ Artist design/sculpting process
- ✓ Ongoing public relations and community outreach
- ✓ Participate in global giving programs

2023

Q1-Q2

- ✓ Identify and evaluate top contenders for memorial locations
- ✓ Design memorial concept
- ✓ Review plans with Town of Estes Park Staff for endorsement

Q3-Q4

- Secure memorial location approval
- Establish memorial portfolio to achieve funding targets
- Engage sculptor for monument design and sculpting process
- Design / issue memorial landscape architectural drawings

2024

Q1-Q2

- Begin memorial hardscape creation and foundry fabrication work
- Design and construct monument base foundation
- Design and fabricate safety messaging components

Q3-Q4

- Install monument
- Unveiling and dedication ceremony
- Transfer Care, Custody and Control





KAHUNA MEMORIAL PROJECT

A LITTLE BIT ABOUT US

The Kahuna Memorial Project grew out of social media posts following news of Kahuna's death in Moraine Park in March 2022.

The Facebook post drew interest from a diverse group of photographers, writers, artists, business people and elk lovers with ties to the Rocky Mountains and Estes Park who wanted to see Kahuna's story live on.

VOLUNTEER COMMITTEE FORMATION

This group began to meet in early April 2022 and put plans into motion to establish a memorial of the iconic elk. The group's aspiration quickly grew into a goal to create a public art installation to tell the story of the famous elk, and also promote safer practices for observing wildlife in town or the national park.

THE STEERING COMMITTEE

Members of the Steering Committee have signed an association agreement detailing their commitment to the project and to a code of ethics as they work together. John Coombs was selected to serve as the chair, Steve Neilson as the project's treasurer, Dawn Hatch is the recording secretary, and William Brown as legal counsel. Additional Steering Committee members include Patti Brown, Elizabeth Edwards Clark, Barb Prentiss-Davis, Sherrie Fuller, Andrea Hauger, Brad Manard and Dawn Wilson.

KAHUNA MEMORIAL PROJECT

ALLIANCE WITH THE ART CENTER OF ESTES PARK

The Kahuna Memorial Project has an alliance with the Art Center of Estes Park, a 501(c)(3) tax-exempt organization, to raise funds from local to international donors. The Art Center brings extensive experience in serving this capacity with previous independent art installation projects throughout the Estes Park community.

DONORS & SPONSORS

The Kahuna Memorial Project has a multi-tiered fundraising plan that includes crowdsource donations through GoFundMe, individual contributions, matching fund donations, corporate sponsorship and grants.

Donor Levels

\$1+ Bugle On!
\$100+ Spike
\$250+ Raghorn
\$500+ Big Thirds

Sponsorship Levels

\$1000+ Velvet
\$2500+ Royal
\$5000+ Imperial
\$10,000+ Big Kahuna

Donations can be made through the GoFundMe platform, or by check to the Kahuna Memorial Project in care of the Art Center of Estes Park.

Those interested in knowing more about the Sponsorship Packages may email:
KahunaMemorial@gmail.com



Photo by Jeff Coldwell



Photo by Michele Hunt

KAHUNA MEMORIAL PROJECT

THE PLAN

The Kahuna Memorial Project is a grassroots, all-volunteer effort that issued a Call for Artist Qualifications as part of the selection process to commission the sculpture artist to create a life-sized memorial. The committee members also work with stakeholders in the Town of Estes and Rocky Mountain National Park.

Opportunities to improve public understanding about safe behaviors when observing wildlife is an integral part of the memorial project.

THE TIMELINE

The fundraising campaign kicked off May 10, 2022, and the committee looks to have the memorial commissioned, built and installed in late 2024.

ENGAGEMENT

The committee organizers will follow the precedence set by previous public art installations in the community, and work closely with the Town of Estes Park as a site is selected for the bronzed monument and memorial setting.

The Kahuna Memorial Project provides multiple internet-based touch points for interested individuals to learn more, follow progress and share personal memories of watching Kahuna and other elk watching experiences.



Photo by Benjamin Missy

Marvelous Momentum

Kahuna Memorial Project Update

The Kahuna Memorial steering committee continues to forge ahead at a steady pace to bring each focused element of the memorial into place. With much appreciation to those in the trenches with us, we are thrilled to share the most recent activity highlights.

SCULPTOR ARTIST

A Call for Artist Qualifications has been made and an official selection will be announced in early 2023. The formal post made through Sculpture Digest states that the project will be a bronze sculpture of Kahuna the elk that will integrate safe wildlife viewing education through wayfinding kiosks and innovative digital learning. To learn more about the expectations and qualifications for the artist commission, check out <https://www.kahunamemorial.com/sculpture>

CONCEPT DESIGN

Teaming up with Colorado State University (CSU) Landscape Architecture professor, Lori Catalano, and her advanced landscape architecture class has taken our storytelling to a whole new level when describing the vision of the Kahuna Memorial site. Student teams produced several computer renderings and concept boards of what the memorial site might look like. Elk Fest booth visitors and Art Talk participants were enamored with the ideas and expressed support of the memorial efforts.

With observer's feedback in mind, we are now working with CSU to refine one single concept that weaves in engaging touchpoints of timeless safety messaging with digital engagement, sponsor recognition and visitor seating along the pathway sprinkled with native plantings and natural stone.

SITE SELECTION

Knowing that determining the official location is key to the sculpture design and the hardscape/softscape plans of the memorial, we continue to work closely with the Town of Estes Park to identify the best location for the memorial. We have secured 811 utility markings for the top contender location and are reviewing feasibility of site design concepts with the town's administrator and parks supervisor. With the town staff's guidance in hand, the Steering Committee will make a presentation in early 2023 to the town's Parks Advisory Board to seek their endorsement, and then go before the Town Trustees for final site approval.

ROCKY MOUNTAIN NATIONAL PARK WAYSIDE EXHIBIT IN DESIGN PHASE

We are excited to announce that the Kahuna Memorial committee is collaborating with the National Park Service to design, build and install a new outdoor interpretive sign for Moraine Park. Imagery will feature Kahuna photography, as well as a bronzed bas relief of Kahuna and his unique antlers for a tactile experience. The messaging will include site-relevant information about elk living and traversing Moraine Park, as well as safety tips while observing elk in Rocky Mountain National Park. Keep an eye out for news around the approved design and unveiling of the installed exhibit overlooking Kahuna's favorite spot in the park next Spring!

With Gratitude...

ART CENTER OF ESTES PARK



Colorado native Jocelyn Russell, who specializes in wildlife sculptures, presented an Art Talk at the Art Center to share behind the scenes details of bringing a bronzed sculpture to life, and showed a sample Kahuna clay maquette as part of the process.

Our alliance with the Art Center is one of the best a group could ever wish for in a community project partner. From financial management to event support, we are thankful for Board Officer Alice League, Gallery Manager Lars Sage, and all those associated with the Art Center of Estes Park that have helped get the Kahuna Memorial project off to a great start. By the way, many appreciate Alice's volunteer work because she was a National Philanthropy Day nominee for this year's Enduring Service Philanthropist!



<https://www.eptrail.com/2022/10/05/kahuna-clicks-photo-exhibition-opens/>

KAHUNA CLICK PHOTOGRAPHERS



Photographers and Silent Auction Bidders help raise \$6500

Bringing the Kahuna Memorial Project to life is made possible through the incredible "bull" images snapped and shared by the multitude of photographers that followed Kahuna. Commemorating Kahuna during the first rut season without him in Moraine Park, generous photographers donated favorite images they captured of Kahuna for the Kahuna Photo Exhibition and Silent Auction held during Elk Fest!

Several photographers personally signed prints for the silent auction winners. Rick Martinez graciously wrote a special message on his print for bid contributor, Jenny Maxwell.

A special thank you to contributing photographers: Randy Crawford, Kat Franklin, Richard Hahn, Richie Hayward, Robert Lawley, Michael Madrid, Brad Manard, Rick Martinez, Fred McClanahan, Jr., Kyle Medina, Benjamin Missey, Mary Moore, Victoria Samuel, Dennis Smith, Richard Spratley, Gosia Pisowicz Steward, Megan Rios, Matthew Ross, Jim Ward and Dawn Wilson.

A huge THANK YOU goes out to all the silent auction bidders. Your donations got us over the \$40,000 mark in just five months after launching the initiative! Keep sending us pics of where you hang your Kahuna prints!

SPONSORSHIP DONATIONS



We appreciate Visit Estes Park, our first Velvet Sponsor, for helping promote the Kahuna Photo Exhibition as part of the Chamber of Commerce's Beyond Elk Fest program.

CHAMPIONING SAFETY AMBASSADOR



Work toward positioning Kahuna as the Rocky Mountain ambassador of safe wildlife viewing practices is making progress and we are grateful for those championing this important effort.



Rocky Mountain Rack Cards/Dave Rusk - donating premium visitor rack space for Think, Watch, Respect Kahuna safety cards during Rut Season.

The Local Herd artist Timothy Herd - donating hundreds of Local Herd comic books for the Kahuna Elk Fest booth and collaborating on elk safety related cartoons.

National Park Service - using Kahuna imagery for elk viewing safety tips on the visitor center's electronic monitors.

Sampling of responses to concept and proposed location announcement

Dennis Smith
Looks good to me. Center of town without being exposed to the high traffic on 34. Cool.
6w Love Reply 3

Elizabeth Edwards Clark
Admin Top contributor
Dennis Smith thank you!
6w Like Reply 1

Write a reply...

Alice Bradshaw
This is going to be so wonderful. Thank you and everyone for the hard work. ❤️
6w Love Reply 3

Sandra Little
This is amazing! What a wonderful tribute to Kahuna, also a wonderful location to be able to admire such a magnificent animal. Thanks so much to all involved in this wonderful project.
6w Love Reply 2

Vanessa Davis
As CH Bond's great granddaughter, I love the idea of it being near the park named for him and his wife. He was active in the community when elk were started in Estes Park. It is rumored that he was involved in the acquisition of the first herd.
6w Love Reply 2

John Coombs
Author Admin ...
Vanessa Davis thank you so much for your comments!
6w Like Reply 1

Elizabeth Edwards Clark
Admin Top contributor
Vanessa Davis this means so much to hear from you! Thank you.
6w Like Reply 2

Write a reply...

Nancy Vickery
Absolutely love this! ❤️
So happy with the location. Can't wait to see when its finished.
6w Like Reply 1

Donna Calef Rosser
Perfect location!
6w Love Reply 1

John Coombs
Author Admin ...
Donna Calef Rosser thank you! We think it will give us a great opportunity to educate folks on safe wildlife interaction principles.
6w Like Reply 1

Write a reply...

Joy Bryant
Will there be something to read by it that is educational about giving elk their space
6w Love Reply 3

John Coombs
Author Admin ...
Joy Bryant yes! Please see the updated first paragraph of the post. A top priority will be safe wildlife interaction education
6w Like Reply 2

Melanie Louise Bradshaw Pawlenty
I'm so thrilled! Thank you all for your dedicated and hard work!!! 🌄💜
6w Love Reply 1

John Coombs
Author Admin ...
Melanie Louise Bradshaw Pawlenty thank you so much! We have a long way to go but we keep moving!
6w Like Reply 1

Write a reply...

Lisa Charisse Creager
How gorgeous 🙌💕

Danny Feldt
Once it's done I might need to check it out. Thank you again for everything
6w Like Reply 1

Write a reply...

Kimm McPherson - Wilcoxson
Like!
6w Love Reply 2

Mary Beth Oddy
That is going to look great! Love it!
6w Love Reply 2

John Coombs
Author Admin ...
Mary Beth Oddy thank you!
6w Like Reply

Write a reply...

Moki Taylor Top contributor
🐾🐾🐾🐾🐾 perfect location~~~
6w Love Reply 2

Nancy Vickery
Absolutely love this! ❤️
So happy with the location. Can't wait to see when its finished.
6w Like Reply 1

John Coombs
Author Admin ...
Nancy Vickery me too!
6w Like Reply 1

Write a reply...

Linda Keyworth Top contributor
Great location to educate the public...great team, Kahuna would be very impressed and love all the dedication

Love it!

JOCELYN RUSSELL – Wildlife Sculptor

- Internationally recognized for her wildlife and animal sculptures
- Named Artist of the Year 2022 by the Dallas Safari Club
- Serves on the Board of Directors of the prestigious Society of Animal Artists
- Accomplished monument sculptor –
 - Secretariat Monuments
 - Sgt Reckless, Marine Corps National Museum
 - Audubon Zoo, New Orleans
- Presented an Art Talk at the Estes Park Art Center during Elk Fest 2022, unveiling a clay “sketch” of Kahuna to describe the process of creating life sized sculptures.



SAFETY AWARENESS ENGAGEMENT

- Utilize user-friendly technology – QRC/NFC tags/Geotags
- Demonstrate behaviors through visual and audio experiences
- Quick access to multiple language options
- Onsite interactivity with tactile and action oriented prompts



NFC Popups

- <http://wildlifedistance.org/>
- <https://cpw.state.co.us/learn/Pages/do-not-feed-wildlife.aspx>
- www.visitestespark.com/blog/post/whats-up-with-the-rut/
- cpw.state.co.us/LivingWithWildlife/CampingHikingInBearCountry.pdf



Google Map Geotags



Public Art Attraction & Seating



Wayside Exhibit Safety Messaging





KAHUNA MEMORIAL

Preserving a Legacy. Promoting Safety Awareness.

Contact Info

For questions, information gathering, a request for photographs or a speaker at a local group meeting, we want to hear from you by emailing us at:

KahunaMemorial@gmail.com

Anyone is welcome to mail or drop off donations to:

Art Center of Estes Park
Attention: Kahuna Memorial
517 Big Thompson Avenue, Unit 201
Estes Park, CO 80517

WEBSITE



www.KahunaMemorial.com

SOCIAL MEDIA



Kahuna the Elk of Rocky Mountain National Park



[kahuna_the_elk_memorial](https://www.instagram.com/kahuna_the_elk_memorial)



[@KahunaMemorial](https://twitter.com/KahunaMemorial)

Photo by Randy Crawford



CONTRIBUTIONS

www.GoFundMe.com/f/KahunaMemorial.com

PUBLIC COMMENT RECEIVED ON 1/8/2026

Board of Trustees Public Comment

Name: David and Dawn Hatch

Stance on Item: For

Agenda Item Title: Resolution 06-26 Reservation of Site Location for the proposed Kahuna Memorial Wildlife Safety Park

Public Comment:

Please see comment letter attached.

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Comment in support of the Resolution.pdf

25.18KB

25 MB limit. Video files cannot be saved to the final packet and must be transcribed before submitting.

Please note, all information provided in this form is considered public record and will be included as permanent record for the item which it references.

Hello,

My husband and I have been coming to Estes Park from Texas every fall since 2011. We love the town and its citizens. We especially love viewing the elk and have learned how to safely navigate our way around town and the national park allowing these majestic creatures to be comfortable in their habit without stress from humans.

Elk pose real risks to humans and attacks occur when folks get too close. Time and time again we have viewed visitors approaching elk too close, causing stress, which can lead to habituation and force authorities to put down the animals. Maintaining distance preserves natural behaviors and protects ecosystems.

We believe that more signs and awareness tactics within the city would help tremendously to educate tourist of the dangers of getting too close to elk, to include the thumb rule of extending your arm, give a thumbs-up and close on eye – if the elk aren't fully covered by your thumb – YOU ARE TOO CLOSE.

We believe that reserving a spot for the Kahuna Memorial Park downtown, next to Bond Park, would be the perfect place not only to honor the town's mascot but also to bring even more safety awareness to these large animals. Hundreds and hundreds of people who visit Estes Park will be able to read about elk and safety measures to take around them.

You may or may not know that the elk that photographers named "Kahuna" was known all over the world and is just as famous as the grizzly known as "399" from Yellowstone National Park, who was killed in a vehicle accident in 2024.

We believe that a tribute to the elk known as "Kahuna" along with outlining numerous safety measures would be a wonderful addition to the numerous retreat areas to sit and relax and read about how to view elk safely.

We hope Estes Park votes Yes to the Resolution.

See you in the Fall! David and Dawn Hatch, Garden Ridge, Texas.

PUBLIC COMMENT RECEIVED ON 1/8/2026

Board of Trustees Public Comment

Name: John Coombs

Stance on Item: For

Agenda Item Title: Resolution 06-26 Reservation of Site Location for the proposed Kahuna Memorial Wildlife Safety Park

Public Comment:

Safe wildlife observation education is an extremely important topic to the Estes Park business community, residents and visitors. I pause and reflect on the tragic and unfortunate event that took the life of Kristen Marie Kovatch. We need to be vigilant in the communication of safety tips and increasing awareness of safe wildlife behavior to help both the wildlife and people coexist in peace. The Kahuna Wildlife Safety Park is an excellent way for the Town of Estes Park to be proactive in raising awareness.

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PUBLIC COMMENT RECEIVED ON 1/9/2026

Board of Trustees Public Comment

Name: Charlie Wood

Stance on Item: For

Agenda Item Title: Resolution 06-26 Reservation of Site Location for the proposed Kahuna Memorial Wildlife Safety Park

Public Comment:

To the Estes Park Board of Trustees: I support the resolution to set aside a site for the Kahuna Memorial Safety Park. Elk are central to Estes Park's identity and to the visitor experience at the gateway to Rocky Mountain National Park, and we continue to face a persistent safety and wildlife-protection problem when visitors approach elk too closely for photos. An educational memorial is a practical, positive intervention: it can teach respectful, safe viewing behavior and help reduce the incidents that too often stem from preventable human-wildlife conflict. A prominent, well-designed memorial—funded through private donations—would also provide a safe, iconic photo opportunity that naturally draws visitors to engage with the educational message while creating a landmark people will associate with Estes Park for years to come. I respectfully urge you to approve the site designation. Sincerely, Charlie Wood

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PUBLIC COMMENT RECEIVED ON 1/9/2026

Board of Trustees Public Comment

Name: Elizabeth Clark

Stance on Item: For

Agenda Item Title: Resolution 06-26 Reservation of Site Location for the proposed Kahuna Memorial Wildlife Safety Park

Public Comment:

Wildlife viewing is a key driver of visitation in Estes Park, and elk encounters are frequent and risky. The unsafe behavior we repeatedly witness of individuals enamored with elk and other wildlife impacts visitor, resident and animal safety, as well as Estes Park's reputation. The Kahuna Wildlife Safety Park will provide vibrant outdoor interpretation and tactile imagery to help deepen understanding of wildlife behavior while reinforcing how to safely observe wildlife. Transforming the reserved land into a choice destination to see the life-sized famous elk statue will have a direct safety impact. The park will address the specific community need of reducing human-wildlife conflict through physical, 'hands on' distance training - as the safety park will provide a memorable way to demonstrate what 75 feet from a life-sized elk actually looks like. Please continue to support the Kahuna Wildlife Safety Park - a pocket park with purpose.

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Executive Session

Honorable Mayor Hall & Board of Trustees

No packet material will be provided for this item.