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

BOARD OF TRUSTEES - TOWN OF ESTES PARK

Tuesday, July 9, 2024
7:00 p.m.

ACCESSING MEETING TRANSLATIONS

(Accediendo a las Traducciones de la Reunión)

To access written translation during the meeting, please scan the QR Code or click this link for up to 48 other languages (Para acceder a la traducción durante la reunión, por favor escanee el código QR o haga clic en el enlace para hasta 48 idiomas más):

https://attend.wordly.ai/join/UOFH-5928

Choose Language and Click Attend (Seleccione su lenguaje y haga clic en asistir)

Use a headset on your phone for audio or read the transcript can assist those having difficulty hearing (Use un auricular en su teléfono para audio o lea la transcripción puede ayudar a aquellos que tienen dificultades para escuchar).

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

ADVANCE PUBLIC COMMENT

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

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

AGENDA APPROVAL.

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

TOWN BOARD COMMENTS / LIAISON REPORTS.

TOWN ADMINISTRATOR REPORT.

CONSENT AGENDA:

2. Town Board Meeting and Study Session Minutes dated June 25, 2024.
3. Board of Adjustment minutes dated June 4, 2024 (acknowledgment only).
4. Transportation Advisory Board Minutes dated April 17 and May 15, 2024 (acknowledgment only).
7. Resolution 60-24 Grant Agreement with the Colorado Association of Transit Agencies for 2024 Ozone Season Transit Grant Program Funds.

REPORTS AND DISCUSSION ITEMS: (Outside Entities).

1. **BASE FUNDING REPORT - VIA MOBILITY SERVICES.** Manager Avery.

2. **LARIMER COUNTY EXTENSION PROGRAMMING PRIORITIES.** County Commissioner Stephens and Larimer County Extension Director Weiner.
   To present an overview of Extension programming and solicit feedback from the Board on what type of programming would be of most value.

3. **PLATTE RIVER POWER AUTHORITY INTEGRATED RESOURCE PLAN (IRP) PROCESS UPDATE.** PRPA CEO Frisbie and COO Singam Setti.
   Review the IRP - a comprehensive, long-term strategy that efficiently meets projected energy demand through a balanced integration of supply- and demand-side resources.

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

1. **ACTION ITEMS:**
   A. **ORDINANCE 09-24, ZONING MAP AMENDMENT FOR 540 AND 550 WEST ELKHORN AVENUE, ELKHORN PLAZA ASSOCIATION, OWNER/JOE COOP, VAN HORN ENGINEERING, APPLICANT.** Senior Planner Hornbeck.
      To rezone 540 and 550 West Elkhorn Avenue from RM (Multi-family Residential) to CO (Outlying Commercial).

ACTION ITEMS:

1. **ORDINANCE 11-24 AMENDING SECTION 5.20.110 OF THE ESTES PARK MUNICIPAL CODE REGARDING BED AND BREAKFAST INN.** Town Clerk Williamson & Town Attorney Kramer.
   To clarify definition and provide additional operating requirements for bed and breakfast inns.

REPORTS AND DISCUSSION ITEMS:

1. **PROPOSED ELECTRIC RATE INCREASE.** Director Bergsten.
   To discuss the upcoming proposed electric rate increase for 2024 in advance of the public hearings.

ADJOURN.
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 25th day of June, 2024.

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

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

Absent: None  

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 (Younglund/Hazelton) to approve the Agenda with the Report and Discussion (Outside Entities) Item 2 moved to Report and Discussion Item 5, and it passed unanimously.

PUBLIC COMMENTS.

Steve Nagl/Town citizen spoke regarding the use of the parking lot by the Post Office, specifically the number of spots which have been consistently blocked off or used by marked Post Office vehicles and unmarked employee vehicles. He suggested vehicles be moved to different lots, such as the Events Complex, when not in use.

John Meissner/Town citizen spoke regarding the Study Session discussion on unprovoked elk attacks and suggested financial support be given to victims of the attacks. He also encouraged support of the Taffy Shop voted the #1 candy shop in the country by USA Today.

Jackie Williamson/Town Clerk introduced Howard Bartlett, who would be considered as the Assistant Municipal Judge through Consent Agenda Item 4. He provided his professional background and spoke on his interest in serving the community.

TRUSTEE COMMENTS.

Board comments were heard and have been summarized: Mayor Hall and Trustees Younglund and Lancaster attended the Annual Colorado Municipal League (CML) Conference which held sessions on legislative changes, civility, school grant opportunities for vaping issues, and congratulations was given to Attorney Kramer who was elected to the CML Executive Board; the Trustee Talk would be held with discussion on construction and the Strategic Plan; the Rooftop Rodeo would be held July 6 through July 10, 2024 with a new parade route beginning and ending at the Estes Park Fairgrounds; Mayor Coffee Chats would begin in the late summer/early fall held at alternating times from the Mayor’s attendance at Trustee Talks; Visit Estes Park would meet to discuss a potential skijoring event, the construction marketing campaign, and the “Thank You” street campaign; congratulations was given to the Taffy Shop for being voted the #1 candy store in the country by USA Today.

TOWN ADMINISTRATOR REPORT.

Town Administrator Machalek provided an update on the construction grant program application which has received 41 applications for the direct grant and 26 applications for
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the marketing grant. He also congratulated the Estes Park Museum on their new temporary exhibit titled “One of a Kind: Art from the Estes Park Museum.”

CONSENT AGENDA:

1. Bills.
2. Town Board and Study Session Minutes dated June 11, 2024.
3. Appointment to the Estes Park Housing Authority Board of Commissioners of James Jameson to complete a term expiring April 30, 2028.
4. Resolution 55-24 Contract with Howard Bartlett for Assistant Municipal Judge Services through April 28, 2026.

It was moved and seconded (Hazelton/Cenac) to approve the Consent Agenda, and no vote was taken as the substitute motion passed.

The Board discussed whether it was necessary to have the Town Board Minutes approved by a separate vote if a Town Board Member was absent for a meeting. A substitute motion was made (Hazelton/Cenac) to approve the Consent Agenda with the removal of Consent Agenda Item 2, and it passed unanimously.

It was moved and seconded (Hazelton/Cenac) to approve Consent Agenda Item 2, and it passed with Trustee Lancaster abstaining.

REPORTS AND DISCUSSION ITEMS: (Outside Entities)

1. OVERVIEW OF VISIT ESTES PARK (VEP) 2023 ANNUAL REPORT AND VISITOR INTERCEPT SURVEY. VEP CEO Franker presented the 2023 Annual Report and Visitor Intercept Survey. She stated the Town had 4.1 million visitors in 2023 and highlighted the length of visitor stays, public relations efforts, Lodging Tax receipts of $9.3 million, and construction campaign components. The Board discussed the previous Annual Visitor’s Guide and the Vacationland Visitor’s Guide, the costs of producing a printed guide, opportunities for visitation forecasting and the benefits, VEP’s organizational structure, sales tax revenues created from special events specifically Frozen Dead Guy Days, and the average spending of visitors per day/night. It was determined the Visitor Intercept Survey would be presented at a future meeting.

2. 2023 BASE FUNDING REPORT – ESTES VALLEY INVESTMENT IN CHILDHOOD SUCCESS (EVICS) FAMILY RESOURCE CENTER. EVICS Board Member Reed reported on the funding for EVICS Family Resource Center. She highlighted the mission, values, and goals of the Center, the Family Pathway Framework consisting of general services, center services, and family development, and how their work dovetails with the Town of Estes Park Strategic Plan. The Board discussed the ways EVICS provides support to the community.

3. ECONOMIC DEVELOPMENT AND WORKFORCE COUNCIL UPDATE. President DePasquale and Chair Kraft provided an update on the council’s work since merging with the Chamber. They highlighted history of the merger, the importance of economic development, current activities including a hospitality training program and mini-classes, and receipt of the Office of Economic Development and International Trade grant to support local marketing efforts. The Board discussed the council’s workforce housing education efforts, and the number of graduates of the Business Accelerator Services of Estes program. The Board requested future updates contain a progress report of the current initiatives.

4. FALL RIVER VILLAGE FUNDING DISCUSSION. Estes Park Housing Authority Executive Director Moulton presented the potential purchase and use of Fall River Village for workforce housing. The Colorado Housing and Finance Authority (CHFA) was pursuing the purchase of the property in April 2024 with EPHA as a managing partner. CHFA has since decided against the purchase. It was
suggested the EPHA and the Town could purchase Fall River Village, an existing 90-home development, for $35 million with an estimated replacement cost of $46.5 million. Director Moulton provided financing options using the Town’s credit rating, Certificates of Participation (COP), the Workforce Housing Linkage Fee, the property acting as collateral, rent subsidies, dept buy-down, and potential funding from State Proposition 123. He highlighted the 2023 housing needs assessment, area median income (AMI) breakdown for one and two person households, and the units. The Board discussed impacts of CoPs on the Town’s future borrowing capacity, potential of the project, funding sources of the Town, the impact of the project, other anticipated 6E Fund needs, 6E Fund cashflows, likelihood of Proposition 123 funding and its components, identified uses of the Workforce Housing Regulatory Linkage Fee, the reasons for CHAFA withdrawing from the purchase, annual appropriations clauses required for CoPs, occupancy rates of EPHA properties, back-up assurances should Town emergencies arise, the number of waitlist applicants that would fit the proposed rent needs, AMI restrictions of the project, and operation of some units as short term rentals. It was determined for EPHA and Town staff to continue research on the potential purchase and provide further information to the Town Board at a future meeting.

It was moved and seconded (Hazelton/Younlgund) to extend the meeting past 10:00 p.m., and it passed unanimously with Mayor Pro Tem Cenac and Trustee Igel voting “No.”

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

1. ACTION ITEMS:

A. ORDINANCE 09-24, ZONING MAP AMENDMENT FOR 540 AND 550 WEST ELKHORN AVENUE, ELKHORN PLAZA ASSOCIATION, OWNER/JOE COOP, VAN HORN ENGINEERING, APPLICANT. The applicant requested the public hearing be continued to a future meeting. Planner Hornbeck stated no objection. It was moved and seconded (Hazelton/Cenac) to continue Ordinance 09-24 to July 9, 2024, and it passed unanimously.

2. RESOLUTION 56-24 SMALL CELL FACILITIES MASTER LICENSE AGREEMENT WITH CELLCO PARTNERSHIP DBA VERIZON WIRELESS. Attorney Kramer and Special Counsel Dittman presented a resolution for a license agreement with Cellco Partnership dba Verizon Wireless to allow small cell wireless telecommunications facilities, as required by federal and state law. The facilities consist of small antennas and equipment which would be incorporated as part of streetlight poles. The Estes Park Municipal Code Chapter 14 requires the installation of small cell facilities be governed by a licensing agreement with each individual provider. Should the agreement be approved, staff adoption of further technical design criteria would follow. It was moved and seconded (Lancaster/Cenac) to approve Resolution 56-24, and it passed unanimously.

3. RESOLUTION 57-24 SETTING THE PUBLIC HEARING DATES OF JULY 23, 2024 AND AUGUST 13, 2024 FOR ELECTRIC RATE INCREASES.
Bergsten presented the resolution to set the public hearing for electric rate increases for July 23, 2024 and August 13, 2024. The Town performs a financial rate study every three years to ensure utility revenues and expenditures remain balanced. As presented to the Board at the March 12, 2024 Study Session, due to unprecedented increases in operations, staff proposes an overall rate increase of 5.0% starting October 2024. He highlighted the rate study process and distribution of utilities. It was moved and seconded (Younglund/Hazelton) to approve Resolution 57-24, and it passed unanimously.

4. 2025 PROVISIONAL STRATEGIC PLAN. The Town Board held Strategic Planning Sessions on May 31, 2024 and June 18, 2024. Adoption of the 2025 Provisional Strategic Plan would provide staff with a formally-adopted document to inform and guide development of the 2025 proposed budget, and track and report changes to the Strategic Plan during the budget process. Edits in red reflect areas where the Board requested staff draft language for clarification. The Final 2025 Strategic Plan would be presented for adoption in conjunction with the 2025 Budget. The Board discussed striking “2024 Carryover” from Utility Infrastructure Objective 4.B.2 and directed staff to reword Public Safety, Health, and Environment Objective 1.1 to “Explore arborist licensing program based on direction from Town Board.” It was moved and seconded (Younglund/Hazelton) to approve the 2025 Provisional Strategic Plan, and it passed unanimously.

REPORTS AND DISCUSSION ITEMS:

1. 6E ANNUAL FINANCIAL REPORT. Manager Bangs presented the Annual Financial Report for the expenditures of 6E funds for workforce housing and childcare. She highlighted the history of 6E funds, 2023 revenues totaling $5.3 million with $625,000 to childcare and $4.75 million to workforce housing, the annual timeline, breakdown of fund distributions for both childcare and workforce housing, and provided a workforce housing 6E cash flow summary. The Board discussed feedback from entities who received funds and the difference between the workforce grant and workforce subsidy.

2. ESTES VALLEY CHILDCARE NEEDS ASSESSMENT AND STRATEGIC PLAN-FINAL REPORT. Manager Bangs, Sarah Hughes, Groundswell for Good, LLC, and Beth Melton, Melton Strategic Solutions presented the final Estes Valley Childcare Needs Assessment and Strategic Plan for use of 6E Funds to support access to childcare for the local workforce. The needs assessment identified the declining youth population, changes in childcare supply, childcare capacity for different age ranges, estimates for additional childcare slots for different age ranges, provider experiences and struggles, and two projected demand scenarios including the continuation of recent population trends and investments in workforce housing which could affect the need for childcare. The Strategic Plan highlighted the vision, values, success metrics, and goals for childcare which consist of 1)Retaining existing staff and recruit new staff and providers, 2)Increase and maintain facility capacity, 3)Support the retention of new and existing providers through financial sustainability while maintaining affordability for families, and 4)Increase childcare capacity in areas of highest need. The Board discussed the interest of childcare providers in opening new childcare facilities, barriers of opening new facilities, and the cost benefits of the assessment.

Whereupon Mayor Hall adjourned the meeting at 11:35 p.m.

Gary Hall, Mayor

Kimberly Disney, Recording Secretary
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 25th day of June, 2024.

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

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

Also Attending: Town Administrator Machalek, Deputy Town Administrator Damweber, Town Attorney Kramer, and Recording Secretary Richards

Absent: None

Mayor Hall called the meeting to order at 5:15 p.m.

UPDATE ON NEW LOCATION FOR POLICE DEPARTMENT.

Project Manager Pastor presented updates and requested direction on the land acquisition for the Police Department relocation. Cost, criteria and rankings of five privately owned locations identified in 2023 were considered previously. Staff had discussed the possibility of a multijurisdictional emergency response facility adjacent to Dannels Fire Station with the Police Department, Estes Valley Fire Protection District, and local medical services on property owned by the Bureau of Reclamation (BoR). Advantages to this location included: no cost for land acquisition or permitting; centralized location to other Town and entity facilities; and shared training facility for emergency response teams. Staff held initial discussions with BoR to acquire permission to utilize BoR land through a Special Use Permit, establish timelines, and identify constraints and expectations. Staff recommended moving forward with the pursuit of this option. Board discussion was heard and has been summarized: support in continuing discussions with BoR; concern for lack of timeline; and questioned if additional options were being considered. The Board stated support for the no cost land acquisition option, however, they requested more information on the considerations of utilizing BoR land versus privately owned options.

PLANNED UNIT DEVELOPMENT CODE CHANGE.

Staff requested Board direction on pursuing amendments to the Estes Park Development Code regarding Planned Unit Developments (PUD), a land use tool that can provide flexibility from standard zone district requirements. Senior Planner Hornbeck presented an overview of the current situation and proposed changes, citing challenges accommodating recent development proposals and inconsistencies between the Development Code and Estes Forward Comprehensive Plan. He stated the full Development Code would undergo updates throughout 2024-2026, with the most recent major update occurring in 2000. Amendments to the PUD would provide an interim solution to address the disconnect between the Development Code and the Comprehensive Plan, increase the number of eligible properties, provide opportunity for innovative designs, ability to address workforce housing, and provide the Board the authority to consider increased density. Conversely, the Town could see an increase in PUD applications which require additional staff time to review and may appear unfair and arbitrary due to the discretionary approval process. Board discussion was heard and has been summarized: associated cost; flexibility in Community Development; what additional zoning districts would be included; concerns raised on the scope of the project prior to the Development Code rewrite; encouraged staff to pursue amendments compatible with the rewrite of the Development Code; and support for not inhibiting business development. Staff stated only commercial districts are under consideration
and PUD amendments would potentially be adopted into updated Development Code. Board consensus was to move forward with draft code amendments as outlined by staff.

**NEXT STEPS FOR THE TOWN-OWNED PARCEL AT ELM ROAD AND MORAINE AVENUE.** At the February 27, 2024 Study Session, staff presented options for the town-owned parcel at Elm Road and Moraine Avenue including: take no action, sale of property to fund a strategic goal, lease the property, or issue a Request for Expressions of Interest (RFEI) with the Board indicating interest in the latter. Deputy Town Administrator Damweber presented an overview of the RFEI in which applicants provided their proposed use, community benefit, and portion of land sought and on what terms. Staff requested Board direction on procedure for moving forward with five active applicants. Board discussion ensued and has been summarized: Cost impact to take no action; environmental assessment status; move forward with current proposal pool or design a new appeal for community-based responses; importance of incumbent’s community fit; potential for mixed use structure; need for traffic study; hearing feedback from neighboring citizens; and if sold, designate proceeds for specific project. Board indicated interest in commercial over residential use due to location and lot size and indicated staff to pursue interest in interim lease to neighboring Hogback Distillery for parking; requesting presentations from two remaining commercial use applicants; and produce cost estimates of infrastructure improvements completed by the Town to guide future of property and increase value.

**TRUSTEE & ADMINISTRATOR COMMENTS & QUESTIONS.**
The Sister Cities Board would travel to Monteverde, Costa Rica in July to meet with staff, citizens, and tour facilities. Trustee Younglund would be attending as liaison and requested that staff and Board provide questions in advance of trip.

**FUTURE STUDY SESSION AGENDA ITEMS.**
The Board requested an overview of the current wildlife safety protocols to determine if more action may be necessary by the Town to increase public safety and prevent reputational damage. The Board discussed options including outreach by the Division of Wildlife, the Police Auxiliary, the Watershed Coalition, options for increasing awareness and interactive educational tools. Trustee Lancaster requested staff investigate the potential use of animal traps erroneously placed by citizens on town-owned land adjacent to Carriage Hills subdivision which would be prohibited.

There being no further business, Mayor Hall adjourned the meeting at 6:43 p.m.

Rachel Richards, Recording Secretary
Minutes of a Regular meeting of the ESTES PARK BOARD OF ADJUSTMENT of the Town of Estes Park, Larimer County, Colorado. The meeting was held in the Town of Estes Park on June 4, 2024.

Board: Chair Jeff Moreau, Vice-Chair Wayne Newsom, Board Member Joe Holtzman

Attending: Chair Moreau, Member Holtzman, Planner I Kara Washam, Senior Planner Hornbeck, Director Steve Careccia, Town Board Liaison Bill Brown, Recording Secretary Karin Swanlund

Absent: Newsom

Chair Moreau called the meeting to order at 9:00 a.m.

APPROVAL OF AGENDA
It was moved and seconded (Holtzman/Moreau) to approve the agenda. The motion passed 2-0.

APPROVAL OF CONSENT AGENDA
It was moved and seconded (Holtzman/Moreau) to approve the Consent Agenda. The motion passed 2-0.

PUBLIC COMMENT: none.

VARIANCE REQUEST 261 W Riverside Dr. Planner Washam
It was moved and seconded (Holtzman/Moreau) to continue this item to a date uncertain at the applicant’s request. The motion passed 2-0.

VARIANCE REQUEST 2365 Big Thompson Ave Senior Planner Hornbeck

Planner Hornbeck reviewed the staff report. The applicant has requested a variance from EPDC § 7.2.B.6 to allow retaining wall heights up to 23 feet in lieu of the maximum of 6 feet. Rather than allowing retaining walls in excess of 6 feet in height, the EPDC requires a system of terraced walls, each limited to a maximum of 6 feet in height with a landscaped terrace with a minimum horizontal width of 5 feet between walls. The applicant investigated using such a terraced system that would comply with the EPDC requirements but found it not feasible given the slope and size of the property.

Also requested was a variance from EPDC § 7.2.B.2 to allow the original, natural grade to be lowered by up to 25 feet rather than the maximum of 10 feet. The grade is proposed to be lowered significantly in the northwest portion of the site to create a flat building site. Staff recommended approval of the variance.

Discussion:

Chair Moreau questioned why such an extreme variance (approximately 250% and 400%) was being recommended for approval. A 14-foot grade is normal for Estes Park. Projects are regularly built on grade, not on flat land. Developers work with the local topography, and this request does not match the Estes Park environment. He asked if tiering the building could be an option. It was confirmed that the excavated dirt would not be taken to the Water Division property on Fish Creek.

Jodi Newton, hotel representative for the applicant, 2 Combs Enterprise, reviewed the history behind acquiring the property. The retaining walls are tucked into the slope to avoid site-line issues with the neighbors to the north. Numerous layouts were attempted to fit the 30-foot building height, resulting in this proposal.

Jim Nugent, Thomas Construction, confirmed a 17-foot cut from the existing grade in the back of the parking lot. ADA requirements would comply with slopes in the parking lot. The north and south parking lots will be at different elevations (approximately 8-foot drop). The wall closest to Big Thompson Ave will be a maximum of 10 feet. Due to the building design, there is no ability to terrace.
Public Comment:
Diane Perry, 2384 Bellvue Dr, does not want a retaining wall abutting her property.

It was moved and seconded (Moreau/Holtzman) to continue the variance to a date uncertain. The motion passed 2-0.

REPORTS:
The Request for Proposal (RFP) for the Development Code Rewrite will be published soon.

There being no further business, Chair Moreau adjourned the meeting at 9:50 a.m.

Jeff Moreau, Chair

Karin Swanlund, Recording Secretary
Minutes of a Regular meeting of the TRANSPORTATION ADVISORY BOARD of the Town of Estes Park, Larimer County, Colorado. Meeting held in the Municipal Building in said Town of Estes Park on the 17th day of April, 2024.

Board: Chair Belle Morris; Vice-Chair Kristen Ekeren; Members Jessica Ferko, Larry Gamble, Linda Hanick, and Mark Igel; Trustee Patrick Martchink; Staff Liaison Greg Muhonen

Attending: Chair Morris; Vice-Chair Ekeren; Members Gamble, Hanick, and Igel; Trustee Martchink; Director Muhonen; Engineer Bailey; Manager Klein; Manager Pastor; Recording Secretary McDonald; Paul Hornbeck, Community Development; Joan Hooper, Public Attendee; William Oster, Public Attendee

Absent: Member Ferko

Chair Morris called the meeting to order at 12:06 p.m.

PUBLIC COMMENT
Chair Morris read the two Public Comment Forms submitted by Joan Hooper (Resident, Public Attendee) regarding pedestrian safety concerns in construction zones and downtown traffic congestion from private vehicles. Discussion points included the need to accommodate downtown parking, particularly for eastbound drivers; the standard practice for construction contracts to address pedestrian accommodations; and the confusion caused by temporary crosswalks, which could be alleviated by adequate signage and staffing at crosswalks and intersections. Director Muhonen will continue to work with the Downtown Estes Loop (DEL) contractor, Flatiron Construction (FCI), to address pedestrian safety concerns related to DEL construction.

TRUSTEE LIAISON UPDATE
With Trustee Martchink’s term expiring, he and TAB members exchanged mutual appreciation for his service as Trustee Liaison.

APPROVAL OF MINUTES DATED FEBRUARY 21, 2024
It was moved and seconded (Gamble/Hanick) to approve the February 21, 2024, minutes with a minor amendment, and it passed unanimously.

PARKING & TRANSIT UPDATES
Manager Klein reported that planning continues for the launch of the paid parking and transit season that runs May 24-October 20, 2024. The reduced operational budget for transit will require some schedule modifications for the Gold and Silver Routes. The Brown Route will stop at the newly reopened Estes Park Aerial Tram; the Gold Route will
now stop at the Stanley Home Museum and Education Center. Manager Klein will be meeting with the YMCA of the Rockies to discuss their transit service needs.

The Car Park’s (TCP) new parking permit portal—updated for users nationwide and focused on monthly parking options—is still being refined to accommodate the Town’s seasonal parking permit needs. TCP also conducted a massive purge of duplicate registrations, primarily for the Town’s Local Permit holders.

Bustang to Estes will continue to offer its Saturday and Sunday service on US 36 for $15 per rider for the duration of the 2024 paid parking and transit season. Promotional materials will be accessible at the Estes Park Visitor Center, and the service will be further marketed on radio and in print throughout the region.

The US 34 Transportation Management Organization (TMO) continues to develop and has been named GoNoCo. Board membership will feature 15 directors representing local agencies (9), the private sector (5), and the Colorado Department of Transportation (CDOT; 1), with Manager Klein representing the Town.

The Electric Trolley Facility project will be discussed at a meeting later today. The Peak will offer Special Event service for the April 20 Bigfoot Days Festival. Manager Klein will present on the Town’s electric vehicle (EV) trolleys and EV charger program at the Community Roundtable on Sustainability event to be hosted at the Estes Valley Community Center on April 22.

Discussion points included how hotels and local attractions can promote The Peak to their customers; parking kiosk relocations and the plan to place an additional kiosk in 2025; and the value of TAB member presence at the April 10 DEL Public Meeting.

**ENGINEERING UPDATES**

Engineer Bailey reported great progress on utility relocations in recent days for the Cleave Street Improvements (CSI) project. The Town’s Power & Communications team can now begin its work on April 23. Reclaimed asphalt pavement should be placed by June 30, allowing a clean pause for the project through early fall.

Three bids for the Graves Avenue–Safe Routes to School (SRTS) project all came in over budget. Thanks to the “yes” vote to continue the 1A sales tax through 2034, Public Works staff is working with Finance on a budget amendment to ensure, with Town Board approval, that Town funds will cover construction of both sides of Graves Avenue. With construction starting in early June, the project should be completed before school resumes in August. There was brief discussion about the need for pedestrian crossing signage at business driveway access points.

The Steering Committee for the 2045 Master Transportation Plan and 2030 Transportation Development Plan (MTP-TDP) will meet soon, with a public outreach meeting to follow. Kimley-Horn continues to report activity on the online map and transit survey tools.
The Visitor Center Parking Lot Redesign project is moving forward, with Kimley-Horn developing design alternatives for the TAB to discuss in May. Discussion points included the project’s goals of ensuring a functional, safe space for both transit and pedestrian activity; options for EV charging and micromobility; the recommendation that several concepts for the parking lot design be offered; and the ongoing problem of safely crossing US 34, for which options could be developed in the 2045 MTP.

**ADMINISTRATIVE UPDATES**

Director Muhonen summarized suggested revisions to the TAB bylaws regarding the meeting schedule and number of members; any changes would require Town Board approval. Discussion points included the possible language change from “regular” to “convened” meetings; the benefits of a consistent meeting time and frequency; how the TAB can preserve its value and commitment to being the “voice of the people,” which helps to attract new members; the possibility of meeting together at any time as a public group, which need not be defined by bylaws; and whether a minimum or maximum member count should be established. Trustee Martchink advised that many of these details had recently been discussed by the Town Board. It was agreed that any change to the bylaws resulting from this discussion would be made by Director Muhonen and submitted directly to the Town Board for approval.

Director Muhonen reminded the TAB that the current and future transportation spending decisions made by Public Works staff are guided by the Town’s Strategic Plan, Capital Improvement Program, and budget; therefore, relevant excerpts of these documents and the Master Trails Plan were provided in the current packet for the TAB to review and discuss. Priorities could be established by staff for TAB endorsement, or TAB members could recommend to staff what the community considers priority. It was agreed that TAB members would bring their written recommendations to the May meeting, so that staff could incorporate their input into the Public Works funding request in June. There was brief discussion about factors that influence the Town’s annual pavement condition index (PCI).

Manager Pastor was introduced as the new Public Works Project Manager, and he briefly explained the Big Horn Parking Structure ideas to be discussed at the May 14 Town Board Study Session. Discussion points included expanding the structure with two additional levels with different access points; the Estes Park Housing Authority’s (EPHA) interest in developing the fourth level for elevator-access housing; and the opportunity to expand downtown living as envisioned in the 2018 Downtown Plan.

TAB members were encouraged to sign up for the DEL project email updates and access the public meeting recordings using the project website link in the agenda. Director Muhonen will talk with Flatiron Construction (FCI) about maintaining a project completion percentage on the project website.

TAB members were also encouraged to sign up for the CDOT US 34/36 Overlay Project email updates using the project website link on the agenda.
Director Muhonen congratulated Manager Klein on his selection as the Town’s new Parking & Transit Manager, effective March 24.

**UPDATE ON PAST PUBLIC COMMENT**
See Public Comment item above.

**OTHER BUSINESS**
Member Hanick updated the TAB on her discussion with the Estes Park Newcomers Club (EPNC) regarding a volunteer crossing guard program for kids crossing Colorado Highway 7 (CO 7). She was advised that the EPNC volunteer coordinator position is transitioning, but that the group affirmed interest in coordinating this pilot program.

There being no further business, Chair Morris adjourned the meeting at 1:53 p.m.

/s/Lani McDonald, Recording Secretary
Minutes of a Regular meeting of the TRANSPORTATION ADVISORY BOARD of the Town of Estes Park, Larimer County, Colorado. Meeting held in the Municipal Building in said Town of Estes Park on the 15th day of May, 2024.

Board: Chair Belle Morris; Members Jessica Ferko, Larry Gamble, and Linda Hanick; Trustee Mark Igel; Staff Liaison Greg Muhonen

Attending: Member Hanick; Trustee Igel; Director Muhonen; Engineer Bailey; Manager Klein; Engineer Waters; Manager Pastor; Recording Secretary McDonald; Anthony Pratt, Presenter (Kimley-Horn); Kristen Ekeren, Public Attendee, Joan Hooper, Public Attendee

Absent: Chair Morris, Member Ferko, Member Gamble

Due to the absence of chair and a lack of quorum, the Transportation Advisory Board meeting adjourned at 12:16 p.m. Guest/Consultant Anthony Pratt of Kimley-Horn was invited by the attendees to share his originally scheduled presentation on the Visitor Center Parking Lot Redesign and the 2045 Multimodal Transportation Plan & Transit Development Plan.

/s/Lani McDonald, Recording Secretary
Memo

To: Honorable Mayor Hall
   Board of Trustees

Through: Town Administrator Machalek

From: Dana Klein, CCP, Parking & Transit Manager
      Greg Muhonen, PE, Public Works Director

Date: July 9, 2024

RE: Resolution 58-24 Revised Policy 842 Parking Permits

Objective:
Public Works staff seek Town Board approval of proposed updates to Public Works Policy 842 Parking Permits.

Present Situation:
On June 28, 2022, the Town Board approved Resolution 53-22, which amended Resolution 81-21 Establishing 2022 Seasonal Paid Parking and Parking Permit Fees for the purpose of piloting a new permit type (Express Pass) for the 2022 paid parking season. Although stakeholder feedback was still being gathered for the Express Pass when that Town Board packet item was submitted, the permit description was officially added to Policy 842 Parking Permits; however, the Express Pass was never officially advertised or sold as a parking permit option.

On May 9, 2023, the Town Board adopted Ordinance 05-23, Amending Chapter 10.06 of the Estes Park Municipal Code on Paid Parking to extend the free, daily time limit for residents (Local Permit) from 60 minutes to 120 minutes; however, Public Works staff missed the opportunity to officially update Policy 842 Parking Permits following adoption of this ordinance. On May 3, 2024, to ensure that the policy reflected the correct permit title of Local 120 Minutes Free for the 2024 paid parking season, staff coordinated with the Town Clerk’s office to add a temporary editor’s note until this packet could be fully prepared for Town Board approval.

Proposal:
Public Works staff seek Town Board approval of the following revisions to Policy 842 Parking Permit:
1. Edit the official title of the resident permit from Local 60 Minutes Free to Local 120 Minutes Free.
2. Omit the Daily Permit: Express Pass option.

A red-lined version of the updated policy is attached.

**Advantages:**
- As the guiding reference document for staff assisting customers with parking permit registration and questions, Policy 842 Parking Permits must reflect accurate information.
- The public will have access to the official version of Policy 842 Parking Permits on the Town’s website and when registering for parking permits.

**Disadvantages:**
- The Daily Permit: Express Pass option has been in the official policy since June 2022, and questions could arise following its removal; however, the permit has never been advertised or sold as a parking permit option.

**Action Recommended:**
Public Works staff recommend that the Town Board approve the proposed updates to Public Works Policy 842 Parking Permits.

**Finance/Resource Impact:**
None.

**Level of Public Interest**
Public Works staff expect low public interest in these particular revisions to Policy 842 Parking Permits.

**Sample Motion**
I move for the approval/denial of Resolution 58-24.

**Attachments:**
1. Resolution 58-24
2. Ordinance 05-23
3. Policy 842 Parking Permits revised July 2024
RESOLUTION 58-24

AMENDING 2024 SEASONAL PAID PARKING AND PARKING PERMIT FEES

WHEREAS, the Board of Trustees of the Town of Estes Park has adopted Chapter 10.06 of the Municipal Code, authorizing the implementation of seasonal parking fees by resolution; and

WHEREAS, section 10.06.040 provides for permits in lieu of paid parking, governed by rules and regulations to be approved by the Town Board; and

WHEREAS, section 10.04.040 allows for overnight parking where authorized by a Town-issued parking permit; and

WHEREAS, Resolution 17-24 set the parking permit fees for 2024 and updated Public Works Policy 842 regarding parking permits; and

WHEREAS, further updates are necessary.

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

1. The Express Pass daily parking permit is eliminated, and associated fees set for the permit are void.

2. The Board hereby updates Policy 842, adopting the revisions now before the Board.

3. This resolution shall be in full force and effect upon its passage and approval.

4. The Board repeals all resolutions or parts of resolutions in conflict with this resolution, but only to the extent of such inconsistency.

DATED this 9th day of July, 2024.

TOWN OF ESTES PARK

Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney
ORDINANCE NO. 05-23

AN ORDINANCE AMENDING TITLE 10 OF THE ESTES PARK MUNICIPAL CODE ON VEHICLES AND TRAFFIC, INCLUDING THE RESIDENT EXEMPTION FOR PAID PARKING

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 a portion of the Municipal Code of the Town of Estes Park, Colorado.

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: Sections 10.04.020, 10.06.010, and 10.06.050 of the Estes Park Municipal Code are hereby amended, by adding underlined material and deleting stricken material, to read as follows:

10.04.020 – Violation.

... (c) The Town’s parking and transit manager—Public Works Director, or designee, is authorized to reduce the amount charged for parking violation fines to incentivize early payment of the fine amounts set forth by the municipal judge and described in Section 1.20.020.

... 10.06.010 - Paid parking authorization and rates.

(a) Authorization. The Town Board of Trustees may by resolution establish locations for which parking must be paid, the amounts and schedules required to be paid, applicable hours, and seasonal enforcement dates. All required fees shall be paid by any method approved by the Public Works Director, or designated manager for parking matters parking—and transit manager ("Manager", for the purposes of this Chapter), and these may include, without limitation, paper bills, coins, credit cards, cellphone or internet payments, and validation. The Town Board may identify a number of stalls within a lot for paid parking, and delegate to the Manager the responsibility of designating the specific stalls.

... 10.06.050– Resident 120sixty-minute exemption.

Parking by residents for brief errands downtown is essential to the Town's livability and economy, such parking has only a de minimis impact on the Town, and charging fees for such parking would be counterproductive to the purposes of this Chapter. Accordingly, notwithstanding the other provisions of this Chapter, residents within the boundaries of the Estes Park R-3 School District are eligible to park in paid parking areas, free of charge, for up to 120 sixty (60) minutes of cumulative use daily. To activate this exemption, these eligible residents must register their vehicle license plate numbers with the Manager annually. The exemption will then remain in effect for the duration of the seasonal enforcement period established by resolution. This exemption is non-transferable. However, the exemption shall be automatically suspended for any residents with an unpaid
parking citation aged sixty (60) days or more until the Manager confirms that all fines have been paid.

Section 3: This Ordinance shall take effect and be enforced thirty (30) days after its adoption and publication by title.

PASSED AND ADOPTED by the Board of Trustees of the Town of Estes Park, Colorado this ___ day of __________, 2023.

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 __________, 2023 and published by title in a newspaper of general circulation in the Town of Estes Park, Colorado, on the ___ day of __________, 2023, all as required by the Statutes of the State of Colorado.

______________________________
Town Clerk

APPROVED AS TO FORM:

______________________________
Town Attorney
1) PURPOSE
The Town of Estes Park provides several options for permits that confer special parking privileges to those who live, work and/or own a business in the downtown area (as defined by the Town of Estes Park’s Commercial Downtown (CD) zoning district).

2) POLICY
As described in section 10.04.040 of the Estes Park Municipal Code, no person shall park a vehicle in any Town-owned parking area overnight or longer than 18 hours except where authorized by one of the permits described in this policy (Parking Permits) or Revocable Encroachment Permit issued by the Town’s Public Works Department (or designated representative or contractor). Furthermore, fees are required to park in several Town parking spaces, except where an individual holds a permit in lieu of paid parking under section 10.06.040. Violating vehicles will be subject to a parking citation or removal of the vehicle pursuant to Colorado statutes.

3) PERMIT TYPES
The rules and regulations of each specific permit type are detailed below. Section 4 then provides general rules for all permit types.

a. Overnight Permit: Downtown Resident
   i. Eligibility:
      (1) This permit type is only available to those who can demonstrate proof of residency in the downtown core, as defined by the Town of Estes Park’s Commercial Downtown (CD) zoning district.
   ii. Rules & Regulations:
      (1) Permits are valid for an entire calendar year.
      (2) Each permit must be registered to a specific license plate.
      (3) Permits are valid only in one assigned parking area (lot), on a first-come, first-served basis.
      (4) Permits are not valid in time-limited or reserved spaces.
      (5) There are no time restrictions for this permit; permit holders are allowed access to their assigned parking area 24 hours per day, seven (7) days per week.
b. Overnight Permit: Downtown Rental Unit / Commercial Lodging
   i. Eligibility:
      (1) This permit type is only available to those who own, operate or manage a
          licensed rental unit/hotel room/lodging property in the downtown core, as
          defined by the Town of Estes Park’s Commercial Downtown (CD) zoning
          district.
   ii. Rules & Regulations:
      (1) Permits are valid for an entire calendar year.
      (2) A valid hangtag issued by the Town must always be displayed on the
          vehicle’s rearview mirror.
      (3) Permits are valid only in one assigned parking area (lot). This assignment will
          be indicated on the permit.
      (4) Permits are not valid in time-limited or reserved spaces.
      (5) There are no time restrictions for this permit; permit holders are allowed
          access to their assigned parking lot/area 24 hours per day, seven (7) days
          per week.
      (6) A $20 replacement fee will apply for lost or damaged hangtags.

c. Overnight Permit: General Use
   i. Eligibility: General use overnight parking is only allowed in the following
      circumstances:
      (1) An individual is taking the Hiker Shuttle into Rocky Mountain National Park to
          camp overnight in the park;
      (2) An individual is participating in an extended hike in the Estes Park Valley
          (either on their own or as part of a commercially-run tour) and does not have
          a private location for their vehicle to park overnight;
      (3) An individual has an extraordinary/emergency need for overnight parking
          (e.g., vehicle is broken down). In this instance, the reason must be deemed
          appropriate by Parking & Transit Division staff; or
      (4) An individual is staying with a local lodging establishment and/or staying at a
          licensed vacation rental (e.g., VRBO, Airbnb) and the main lodging location
          does not have sufficient parking to accommodate all guests.
   ii. Rules & Regulations:
      (1) Not valid for use on a recreational vehicle as defined by Chapter 13 of the
          Estes Park Development Code.
      (2) Permit holders may not sleep in their vehicle at any time.
      (3) Valid for up to seven (7) nights.
      (4) Must be registered to a specific license plate. Vehicles that take up multiple
          spaces (e.g., truck pulling a trailer) will be required to pay per vehicle, per
          night, for each occupied space.
      (5) Must be purchased at the time of parking.
      (6) Only valid in the designated area of the Events Complex Park-n-Ride lot
          (1125 Rooftop Way) as indicated on the following map:
d. Overnight Permit: Temporary Guest Permit

i. Eligibility:
   (1) This permit is available to those who are guests of a valid Downtown Resident Permit holder.
   (2) The Downtown Resident Permit holder must apply for the Temporary Guest Pass on behalf of their guests.

ii. Rules & Regulations:
   (1) Not valid for use on a recreational vehicle as defined by Chapter 13 of the Estes Park Development Code.
   (2) Permit holders may not sleep in their vehicle at any time.
   (3) Valid for up to seven (7) nights.
   (4) Must be registered to a specific license plate. A valid hangtag issued by the Town must always be displayed on the vehicle’s rearview mirror.
   (5) Permits are valid only in one assigned parking area (lot). This assignment will be indicated on the permit.
   (6) Permits are not valid in time-limited or reserved spaces. There are no time restrictions for this permit; permit holders are allowed access to their assigned parking lot/area 24 hours per day, seven (7) days per week.

e. Employee Permit: Convenience Permit

i. Eligibility:
   (1) Anyone who works in the downtown core is eligible to purchase this permit.
   (2) Applicant must provide proof of employment or that they conduct business in the downtown core, as defined by the Town of Estes Park’s Commercial Downtown (CD) zoning district.
ii. Rules & Regulations:
   (1) Permits are valid in any seasonal paid parking area.
   (2) Permits are valid for an entire annual paid parking season.
   (3) Permits are not valid in time-limited or reserved spaces.
   (4) Permit is not valid for overnight parking.
   (5) Only valid for non-marked personal vehicles (marked commercial vehicles are not eligible for this permit).
   (6) Each permit must be registered to a specific license plate.
   (7) There is no limit to the number of vehicles that can share one permit; however, permit holders who use a shared permit will be responsible for managing the shared use of their permits. The Town is not responsible for shared permit holders who receive a citation for attempting to use the same permit on more than one vehicle at one time.

f. Business Permit: Commercial Loading
   i. Eligibility:
      (1) Anyone who works or conducts business in the downtown core (as defined by the Town of Estes Park’s Commercial Downtown (CD) zoning district) is eligible to purchase this permit.
      (2) Applicant must provide proof of employment or that they conduct business in the downtown core.
      (3) Subject to proof of current business license.
   ii. Rules & Regulations:
      (1) Only valid for marked commercial or business vehicles (not for use on unmarked personal vehicles).
      (2) Permits are valid only in assigned parking areas (lots) and are available on a first-come, first-served basis.
      (3) Vehicles displaying this permit must be actively loading or unloading people and/or goods.
      (4) Each permit must be registered to a specific license plate or plates, in the case of a shared permit.
      (5) There is no limit to the number of vehicles that can share one permit; however, permit holders who use a shared permit will be responsible for managing the shared use of their permits. The Town is not responsible for shared permit holders who receive a citation for attempting to use the same permit on more than one vehicle at one time.
      (6) Parking shall be permitted between the hours of 5 p.m. and 10 a.m. One space per permit; multiple vehicles sharing a single permit may not park overnight at the same time.

* g. Local 120 Minutes Free
   i. Eligibility:
      (1) Anyone who resides within the Estes Park R3 School District.
      (2) Applicant must provide proof of residency.
ii. Rules & Regulations:
(1) Permits are valid in any seasonal paid parking area, for up to 60 minutes of free parking per day.
(2) Permits are valid for an entire annual paid parking season.
(3) Permits are not valid in time-limited or reserved spaces.
(4) Permit is not valid for overnight parking.
(5) Only valid for non-marked personal vehicles (marked commercial vehicles are not eligible for this permit).
(6) Each permit must be registered to a specific license plate.

h. Volunteer Permit
i. Eligibility:
(1) This permit is available to any business, organization or governmental entity offering uncompensated employment or volunteer opportunities in the downtown core (as defined by the Town of Estes Park’s Commercial Downtown (CD) zoning district).
(2) Applicant must provide proof that those who will be receiving a volunteer permit are not being compensated, financially or otherwise.

ii. Rules and Regulations:
(1) Applicant must provide a specific time frame during which the permit(s) will be active.
(2) This permit type can only be used while the vehicle’s driver is actively volunteering without compensation. The permit is not valid while the vehicle’s driver is conducting personal business.
(3) Permits are issued as physical hangtags for temporary display in a volunteer’s vehicle.
(4) The hangtag must be clearly visible in the dash of the vehicle.
(5) During the time that the permit is active, it is the organization’s sole responsibility to distribute, manage and account for all permits, and ensure they are being used appropriately.
(6) A $20 replacement fee will apply for lost or damaged hangtags.

i. Daily Permit: Express Pass
i. Eligibility:
(1) This permit type is available to anyone who would like to park in one of the Town’s eight paid parking areas during the annual paid parking season, in order to conduct personal business in the downtown core.

ii. Rules & Regulations:
(1) This permit type must be purchased in advance prior to arriving in the parking area of one’s choice. The Town’s Parking and Transit Manager may determine how far in advance the purchase must occur for the permit to be available, consistent with the requirements integrated into the platform or other method for the purchase of the permit.
(2) This permit type is valid for one, two or three full days of parking during posted paid parking hours.
(3) Permits are not valid in time-limited or reserved spaces.
4) GENERAL RULES

The following rules are generally applicable to all of the permit types listed above. Permit holders will be asked to review and agree via signature to the following terms prior to receiving any Parking Permit.

a. Permits have no cash value and are non-transferable.

b. Permit holders must be parked legally in a designated public parking area (e.g., no double-parking, parking in reserved areas, or parking in areas designated “No Parking”). Permits are not valid in spaces for persons with disabilities, in fire lanes, or in spaces marked “Reserved” for other uses (e.g., Police, Library).

c. Permit holder must move their vehicle within 24 hours for parking lot maintenance (e.g., striping, sweeping, cleaning, snow removal). Written notice will be provided to permit holders by email at least 24 hours in advance. If the vehicle has not been moved after 24 hours of notice, the vehicle will be removed from the parking area at the owner’s expense pursuant to Colorado statutes.

d. Permits are valid only for designated purposes as described in this Policy. Vehicles are not exempt from paying hourly fees for paid parking when vehicles are parked out of compliance with the rules and regulations of this Policy, and such noncompliant parking is subject to enforcement under the Estes Park Municipal Code.

e. Any permit holder who does not abide by this Policy will risk loss of their permit. Upon first violation of the stated Rules and Regulations for their permit type, the permit owner will receive a written warning by email and USPS mail. A second violation will result in suspension of the permit for 30 days with the opportunity to appeal. Appeals must be submitted in writing to The Car Park, PO Box 2285, Estes Park, CO 80517, or in person at 363 East Elkhorn Ave, Suite 208. A third violation could result in an additional suspension of the permit of up to 180 days with similar opportunity to appeal, as well as immediate revocation of one’s ability to purchase any additional parking permit for one year. The Parking and Transit Manager or designee is authorized to make determinations on such warnings, suspensions, and revocations, in their reasonable discretion. The hearing officer for any appeal shall be designated by the Town Administrator. Notice of suspension of permit shall be given with no less than ten (10) days’ opportunity to appeal, in the form and manner specified by the Parking and Transit Manager, unless, in the Parking and Transit Manager’s determination, the circumstances amount to an emergency and immediate suspension is warranted.
f. The Town of Estes Park assumes no responsibility or liability for all risks, losses, costs, and damages incurred during use of the Town-owned parking facilities.
g. Inoperable or abandoned vehicles are subject to towing at the owner’s expense pursuant to Colorado statutes.
h. Any vehicle parked in violation of these stated regulations may be removed at the owner’s expense pursuant to Colorado statutes.
i. The Town reserves the right to limit the sale and distribution of any permit at the Town’s sole discretion.
j. In the event of a conflict, the Estes Park Municipal Code controls over any provisions of this Policy.

5) COST OF PERMITS
   a. The Parking and Transit Manager shall propose parking rates for the upcoming season to the Town Board by March 15 of each year.
   b. Full payment must be made prior to receiving the permit.

Approved:

__________________________
Gary Hall, Mayor

__________________________
Date

*Editor’s Note: This policy was updated on May 3, 2024 to reflect amendments approved by Ordinance 05-23 on May 9, 2023.
Memo

To: Honorable Mayor Hall
    Board of Trustees

Through: Town Administrator Machalek

From: Paul Fetherston, Internal Services Director
      Laura Blevins, Grants Specialist

Date: July 9, 2024

RE: Resolution 59-24 Intergovernmental Agreement with CDOT for Zero Emissions Fleet Transition Plan

(Mark all that apply)

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

QUASI-JUDICIAL  ☐ YES  ☒ NO

Objective:

Adoption of Resolution 59-24, which approves an Intergovernmental Agreement (IGA) with the Colorado Department of Transportation (CDOT) for the Zero Emissions Fleet Transition Plan.

Present Situation:

The Town of Estes Park (Town) currently has a fleet that consists of approximately 110 vehicles – of which a number are currently powered by gasoline, electricity, and hybrid. The energy sources for the Town’s current fleet presents an opportunity to analyze ways to maximize fuel efficiency and minimize emissions.

Proposal:

The Town’s 2024 Strategic Plan identifies the following initiative within the Infrastructure Section – ‘We have reliable, efficient, and up-to-date infrastructure serving our community and customers’:

   Complete a Zero-Emission Fleet Transition Plan

In support of this initiative – and in an effort to assist the Town in making informed decisions in moving towards a zero based emission vehicle fleet - the Town submitted an application through the Colorado Department of Transportation (CDOT) Planning Grant Program (Grant) for the completion of a Zero-Emissions (ZEV) Transition Plan (Plan). The Grant application, which was recently approved, provides the Town with
funding to retain a qualified third-party consultant to develop a Plan intended to assist Town staff and stakeholders in making informed decisions related to a transition plan. The third-party consultant would work to provide a deliverable that includes (a) current state assessment; (b) a process to determine a desired future state appropriate for the Town; (c) an engagement process that includes elected officials, citizen advisory board members, and Town staff; and (d) a finalized Plan that encompasses priorities, timelines, estimated financial costs and savings, guidance on code, planning, land use impacts, utility coordination, and identification of key partners and opportunities.

The Grant award anticipates a total project budget as outlined below:

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<table>
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<tr>
<td>State OIM ZEV Grant Funds</td>
<td>$36,000</td>
</tr>
<tr>
<td>Town Local Fund Match</td>
<td>$4,000</td>
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<tr>
<td><strong>Total Project Budget</strong></td>
<td><strong>$40,000</strong></td>
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The projected timeline is for completion of the significant milestones be complete by late 2025 into 2026.

**Advantages:**

- Moves forward the Complete a Zero-Emission Fleet Transition Plan initiative within the Infrastructure section of the 2024 Strategic Plan.

- Enables the Town to leverage State grant funds to (a) achieve one of the initiatives identified in the 2024 Strategic Plan; and (b) complete an important long-term planning process that will provide a Plan that identifies steps to realize long term benefits for the Town organization and community.

- Places the Town in the position to identify and implement a Plan to realize energy efficiencies and minimize emissions.

**Disadvantages:**

Requires a local match by the Town in the amount of $4,000 and corresponding staff time in managing the project.

**Action Recommended:**

Staff recommend approval of Resolution 59-24.

**Finance/Resource Impact:**

$4,000 local match which will be funded by the Fleet Division Professional Services/Consulting - Other Account.
**Level of Public Interest**

Public interest in this item is low.

**Sample Motion:**

I move to **approve/deny** Resolution 59-24.

**Attachments:**

1. Resolution 59-24
2. FY 2024 IGA CDOT Zero Emissions Fleet Transition Plan
   a. Certification of Local Funds
   b. Grant Application
   c. Draft Grant IGA (will be updated)
RESOLUTION 59-24

APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE COLORADO DEPARTMENT OF TRANSPORTATION FOR A ZERO EMISSIONS FLEET TRANSITION PLAN

WHEREAS, the Town Board desires to enter into the intergovernmental agreement referenced in the title of this resolution for the purpose of receiving FY 2024 grant funding for a Zero Emissions Fleet Transition Plan for the Town of Estes Park.

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

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

DATED this 9th day of July, 2024.

TOWN OF ESTES PARK

________________________________________
Mayor

ATTEST:

________________________________________
Town Clerk

APPROVED AS TO FORM:

________________________________________
Town Attorney
September 30, 2022

Grant Review Committee
c/o Kim Phi, Transit Programming Specialist
FY 2023 Super Call – Capital and Planning Applications
Colorado Department of Transportation

RE: FY 2023 CDOT Super Call – Town of Estes Park Local Match Availability

Dear Mr. Phi & CDOT Grant Selection Committee:

I hereby certify that the Town of Estes Park is prepared to obligate funds to provide the 20% percent cost share funding requirements for the FY 2023 CDOT Super Call Planning Grant Application, if awarded.

Due to its recent investment in two battery electric trolley buses and desire to remain eligible for future Federal and State grant funding opportunities related to zero emission vehicles and infrastructure, the Town of Estes Park has identified a Zero Emission Fleet Transition Plan as part of its 2023 Town Board Strategic Plan. A project budget of $50,000 has been included in the draft 2023 Town Budget, which will be presented to the Town Board in a series of public meetings in September, October and November.

The Town has sufficient resources to budget for the required local grant match and will follow proper appropriation processes to obligate the funds including authorization from the Board of Trustees of an upcoming budget amendment, if awarded.

Should you have any comments, please feel free to contact me at your convenience.

Sincerely,

Duane Hudson
Finance Director/ Treasurer
CDOT Zero-Emission Vehicle (ZEV) Transition Planning Grant Application

Please review the questions below and answer each one to the best of your ability. Please submit the completed application form in PDF format and any and all supporting documentation (i.e. adopted plans, studies, data analyses, or other relevant documents) to Michael King at michael.king@state.co.us.

Please note that the attachment of planning documents is not a substitution for answering the questions. Please respond in full to each and refer to specific sections of the written attachments as appropriate.

For questions that do not apply to your application, please write “N/A”, rather than leaving it blank. You will need to respond to every question in order to proceed, even if it is simply a response of N/A.

Section A: Grant Request Summary

1. Request Amount: $32,000
2. Match Amount: $8,000
3. Total Project Amount: $40,000

*Note: the anticipated maximum grant amount is $45,000 and the anticipated minimum match percentage is 10%. Requests outside of these ranges will be considered under special circumstances - please reach out to Michael King (michael.king@state.co.us) to discuss your specific situation prior to submission.

Section B: Transit Agency Details

1. Transit Agency Name: Estes Transit (Town of Estes Park)
2. Agency Contact Name: Vanessa Solesbee, CAPP, CCTM
3. Agency Contact Email: vsolesbee@estes.org
4. Counties of Operation: Larimer
5. Number of Employees: 2 FTEs (Town staff); contracted operator employees 44 part-time drivers and 15 full-time and 3 part-time managers, cleaning staff and maintenance personnel/mechanics.
6. Current Fleet Size: Two (2) with one (1) on order; anticipated delivery Nov. 2022.
7. Current Fleet Breakdown by Vehicle Size and Fuel Type:
- Owned: 2019 Double K, Inc. (Hometown Trolley), Villager (Trolleybus), 30’, Battery-Electric
- Owned: 2022 Double K, Inc. (Hometown Trolley), Villager (Trolleybus), 30’, Battery-Electric (on order)
- Annual Leases: Five (5) cutaway buses; three 15’ and two 24’.

8. Approximate Annual Budget:
- 2021: $744,684
- Proposed 2022: $700,291

Section C: Planning Project Description
1. Describe your proposed planning effort in as much detail as possible, including the purpose, goals, timeline (conception to completion), and anticipated use once completed.

The purpose of this project is to explore the feasibility, cost, challenges and opportunities associated with a transition to zero emission transit vehicles for the Town of Estes Park. The nature of the project is part feasibility study, part financial assessment, part roadmap creation and part SWOT (Strength, Weaknesses, Opportunities and Threats) Analysis. It is also an opportunity for Town staff, elected officials and advisory board members to do a deep dive into the very real operational considerations that come along with a transition away from traditional fuels.

The Town of Estes Park feels that it is the right time to invest in a Zero Emission Fleet Transition Plan. As stated in the State of Colorado’s Transit Zero Emission Roadmap (November 2021), the Town “recognizes that the transit sector faces unique challenges and opportunities in transitioning to Zero Emission Vehicles (ZEVs) and installing/constructing the charging and fueling infrastructure necessary to support them.”

The Town will be implementing its second battery-electric trolley replica vehicle in late 2022 and the Town Board of Trustees recently identified the need to “explore funding partnership opportunities for creation of a plan to convert the Town fleet to low or zero emission fuels” as part of their 2023 Strategic Plan (Reference number 6.A.2).

For the Town to proceed with additional transit electrification efforts, a plan needs to be in place providing information on priorities, facility and infrastructure needs, costs, and a timeframe for initiation and implementation. This plan will be supported with data that has been collected over the years of transit services and additional data collected during plan development.

The following provides a high-level overview of proposed project timing and is based on the assumption of a Q1 2023 award notification from CDOT. All milestones are subject to change pending award notice and grant agreement timing:

- Notice of Award: TBD, estimating Q1 2023
- Issue RFP for consultant: Q1/Q2 2023
- Selection of consultant and notice to proceed: Q2/Q3 2023
- Plan development Q3/Q4 2023
- Plan adoption: Q1 2024
- Final reporting and reimbursement request: Q2 2024

The Town views a ZEV Fleet Transition Plan as a feasibility and deployment roadmap that will help define actions and costs that would be needed to maximize battery electric vehicle usage for the Estes Transit services and facilities. The proposed project will complement and supplement other plans recently adopted by the Town Board of Trustees that reference climate change and reducing greenhouse gasses: the Electric Vehicle Infrastructure and Readiness Plan and the Environmental Sustainability Task Force Report. Based on modeling, simulation, data, studies and/or other methods of research and inquiry, this plan will provide information for the Town of Estes Park to reasonably proceed with ZEVs for its transit services.
2. If this project is an update or supplement to an existing ZEV Transition Plan, please explain how it will differ from the existing document and add value to your fleet transition efforts. If this is a new planning effort, enter N/A.

N/A

3. Identify which of the following elements of fleet transition planning you intend to address through this planning effort (check all that apply):

- [✓] Fleet transition targets and timelines
- [✓] Assessment of current and future vehicle capabilities, including target vehicle specs that may trigger the start of the fleet transition
- [✓] Consideration of potential facility renovations and electrical supply infrastructure upgrades necessary to support the charging of vehicles
- [✓] Route analyses of anticipated initial ZEV deployments
- [✓] Financial assessment of budgetary impacts and required resources
- [✓] Consideration of workforce training and development needs
- [✓] Analysis of potential air quality, health, and economic benefits of ZEVs
- [✓] Specific impacts to environmental justice (EJ) and/or disproportionately impacted (DI) communities
- [✓] Coordination with utility partners, property managers, local governments, partner agencies, and other key stakeholders
- [✓] Public engagement elements to support the other transition elements
- [ ] Others (please list)

4. What specific barriers and challenges do you expect will need to be overcome to successfully complete this planning project?

The most immediate barrier or challenge to completing the project is identifying funding for the Plan within the Town’s very competitive annual budgeting process. However, as the Town has learned over the past few years with implementation of its first electrified transit vehicle, the real challenge will be in Plan implementation.

A range of challenges have been identified with the implementation of the first electric trolley:

The sobering difference between vendor-defined performance and field performance;
- Cold weather impact on battery life and reliability;
- Specialized maintenance and storage needs;
- Learning curve for operators and ongoing concerns/anxiety about range and performance;
- Resource limitations of a small, rural community; and
- Growing infrastructure and facility needs.

Even with the range of real (and perceived) challenges with ZEV fleet transition, the Town is committed to proceeding with development of a Plan to help guide future investment in a more thoughtful and organized way. This project is a vital next step in helping Town staff, elected officials and the community feel more confident in pursuing a transition to zero emission vehicles, and to proactively identify and prepare for the challenges that lie ahead.

5. Describe the project plan, including tasks to be completed, milestones, estimated completion dates, and anticipated project deliverables in as much detail as is currently available.

The Town anticipates that this process will include: an existing conditions assessment; identification of barriers/challenges to the transition; and a robust priority-setting exercise with Town staff, citizen advisory board members and elected officials; provide guidance on code, planning, land use impacts, and utility coordination; and identify key partners.
The plan will be focused on the opportunities, challenges, and barriers to implementation, as well as the timing and feasibility of transitioning the Town of Estes Park’s transit fleet to zero emission vehicles.

Anticipated Plan tasks include:
- Obtaining funds for plan development
- Development of a Request for Proposal for qualified consulting services
- Existing conditions assessment
- Coordination with the municipal utility
- Review of current code and land use policy, including integration with the Town's Comp Plan Update (due to be delivered in Winter 2022)
- Identification of barriers to ZEV transition and adoption, both real and perceived
- Operational considerations
- Equity and accessibility
- Budgeting and financial viability
- Community appetite and risk assessment
- Creation of a Draft Plan
- Presentation and delivery of the Final Plan and Implementation Matrix
- Plan adoption
- Budgeting for Implementation
- Plan implementation

The Town anticipates the following deliverables and outcomes from this planning process:
- Define a long-term fleet management plan;
- Address the availability of current and future resources to meet costs for the transition and implementation to ZEVs;
- Consider policy and legislation impacting relevant technologies;
- Define social equity and accessibility implications;
- Evaluate existing and future facilities and their relationship to the transition;
- Coordination and partnership-building with the municipal utility (Estes Park Power & Communications), Platte River Power Authority and/or other potential alternative fuel providers; and,
- Define the impact of the transition on the local workforce by identifying skill gaps, training needs, and retraining needs of the existing workers of the applicant to operate and maintain zero-emission vehicles and related infrastructure and avoid displacement of the existing workforce.

This planning effort would support recommendations found in two previously drafted and adopted plans: the Town of Estes Park Electric Vehicle Infrastructure and Readiness Plan and the Estes Park Environmental Sustainability Task Force Report. The plan would also support key one-year objectives outlined in the Town’s 2023 Strategic Plan.

The Town has demonstrated its commitment to supporting a ZEV future through its investment in electrified trolley buses, public EV charging stations (Level II and III) as well as internal planning efforts. With local, State and Federal direction, mandates and goals related to the ZEV transition, Town staff are ready to conduct this important planning process.

6. Describe how the results of the projects will be used and by whom, including the project implementation strategy.

The results of this planning effort will be used by Town staff, the Town's citizen Transportation Advisory Board and elected officials to help guide project (plan) implementation. The results of this planning effort will lay the foundation for a robust and meaningful conversation about the feasibility of transitioning the Town's transit fleet to alternative, zero-emission fuels. The importance of this conversation cannot be overstated for a Town like Estes Park. While we are technically a small, rural mountain Town, our location as the eastern gateway to Rocky Mountain National Park and our pristine natural setting have positioned us as an attractive, bustling summer vacation spot for millions of annual visitors.

Our limited roadway network combined with our popularity and lack of private transportation or TNC (transportation network company) options position Estes Transit as a top provider of transportation services for many guests and
seasonal employees. A ZEV Fleet Transition Plan would allow the Town to set a clear and shared vision for the future of clean(er) fuels in the large transit vehicles that serve our valley. The plan will also allow the Town to regain eligibility for FTA funding to purchase additional zero emission transit vehicles rather than continue to lease gasoline or diesel vehicles each year.

7. Do you collect demographic data about ridership? If so, what specific data do you collect, i.e. what populations does your transit service primarily serve?

Historically, the Town has not consistently collected demographic data for transit riders. However, the Town is about to kick-off a transit branding project and one of the defined consultant tasks includes conducting a short survey to “define riders and target audiences including underserved and culturally diverse communities”.

According to 2021 population estimates by the US Census Bureau, Estes Park is 88% Caucasian (not Hispanic) and 11% Hispanic with less than one percent reporting two or more races. The Town did conduct an intercept survey of riders during the 2021-2022 Winter/Spring Trolley Service (November 2021 - May 2022) which indicated that around 8% of our riders are local (vs. visitors).

8. How will you ensure that the ZEV planning process engages riders from a variety of geographic communities, economic backgrounds, and ethnicities?

As mentioned in the response to #7, Town is about to kick-off a transit branding project and one of the defined consultant tasks includes conducting a short survey to “define riders and target audiences including underserved and culturally diverse communities”. This effort will supplement other efforts to engage with riders from all backgrounds and circumstances via an organization-wide Diversity, Equity and Inclusion (DEI) process that is being led by the Town’s Executive Leadership Team. This effort was kicked off in 2021 and included intensive, consultant-led training and one of the action items includes monthly documentation of DEI efforts across all departments and some divisions (including Estes Transit).

This DEI effort has laid the foundation for more inclusive outreach efforts - an example of which was a project information session developed by the Town’s Engineering Dept., which was held onsite within the impacted neighborhood and included culturally-appropriate music, dancing, food and interpretation services. The attendance for this event was really strong and the proposed ZEV planning process will learn from this success when defining preferred outreach strategies.

9. Because the entire fleet won’t become electric all at once, decisions will be made about which routes are electrified first and thus, which populations will experience benefits first. How will you ensure that the benefits of your fleet transition are distributed equitably, and what data will you collect in the process?

Public engagement will be an important part of the ZEV planning process. The Town will use its existing DEI framework to ensure strategic and creative outreach processes that seek to identify and engage current and potential future transit riders in the Estes Valley. The public process for this planning effort will help inform and complement a route analysis effort that will consider a variety of factors, including traffic patterns, land use, labor shed, and key commercial corridors, just to name a few.

10. Describe your readiness to solicit proposals from consultants to complete this project, if awarded. Do you anticipate the need for any technical assistance from CDOT to do so?

The Town has robust experience in developing and managing consultant solicitations. In preparation for this grant application, we proactively reached out to other Colorado communities similar to Estes Park who have recently completed ZEV Fleet Transition Plans. We have a good resource library of Request for Proposal (RFP) samples and have requested scope suggestions from the consultant who prepared our Electric Vehicle Infrastructure and Readiness Plan in 2021.

Beyond our technical capacity and expertise in managing solicitations of this type, the Town recently invested in several new members of the Mobility Services team, bringing the Full-Time Employees (FTE) available to work on this planning effort from one to three. The Public Works Department has identified this project as a priority for the
Mobility Services Manager in 2023.

11. Are you confident that you can complete the project within the targeted 12 month period following contract execution? If not, what special circumstances require you to take longer than 12 months (while still completing the project within the required 24 month period)?

Yes

Section D: Financial Need & Readiness

1. Please provide a detailed project budget below. Be as specific and accurate as possible in connecting the key elements of the project to specific dollar amounts and timelines.

<table>
<thead>
<tr>
<th>Share Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal/State Share (Up to 80%)</td>
<td>$32,000</td>
</tr>
<tr>
<td>Local Share (Min of 20%)</td>
<td>$8,000</td>
</tr>
<tr>
<td><strong>Total Cost</strong></td>
<td><strong>$40,000</strong></td>
</tr>
</tbody>
</table>

While we do not know the specific cost per task and deliverable of this proposed ZEV Fleet Transition Plan, our project budget was developed by soliciting information from other Colorado-based transit agencies who have recently conducted this type of planning effort. It has also been based on our specific needs, size of fleet and our seasonal service fluctuations. All of the requested grant funding would go towards consulting services.

See attachment 009

2. Please identify the source of your match funding and whether it is confirmed or dependent on another funding request. If your match funds are not yet secured, what steps will be required to do so?

Town of Estes Park General Funds, for the local (20%) match.

3. Is the proposed project completely dependent on grant funding? If not, how will you proceed if you do not receive this award?

If not awarded, developing a ZEV Fleet Transition Plan will likely be delayed until Town funds can be budgeted. Each year, transit has to compete with a variety of other high-priority departments and divisions like public safety, streets, utilities and community development in order to carve out budget commitments. Projects and priorities above and beyond existing operating budgets have to compete across the Town organization and are ranked by each department director, the Finance Director, Town Administrator and Town Board of Trustees.

*Please submit completed applications and relevant supporting documentation to Michael King at michael.king@state.co.us.*
STATE OF COLORADO GRANT AGREEMENT
COVER PAGE

<table>
<thead>
<tr>
<th><strong>State Agency</strong></th>
<th>Agreement Number/PO Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department of Transportation</td>
<td>24-HTR-ZL-00234/491003514</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Grantee</strong></th>
<th>Agreement Performance Beginning Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOWN OF ESTES PARK</td>
<td>The Effective Date</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Grant Agreement Amount</strong></th>
<th>Initial Agreement Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>2023 OIM ZEV Funds Maximum Amount</td>
<td>December 31, 2025</td>
</tr>
<tr>
<td>State Fiscal Year</td>
<td>$36,000.00</td>
</tr>
<tr>
<td>Local Funds</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>Total for all State Fiscal Years</td>
<td>$36,000.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Agreement Purpose</strong></th>
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</thead>
<tbody>
<tr>
<td>The Zero-Emission Vehicle (ZEV) Transition Planning grant was established to assist in the development of agency plans, studies, and analyses to prepare for and accelerate the deployment of zero-emission transit vehicles and support the infrastructure, facilities, training, and organizational investments necessary to make such deployments successful.</td>
</tr>
</tbody>
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<table>
<thead>
<tr>
<th><strong>Exhibits and Order of Precedence</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>The following Exhibits and attachments are included with this Agreement:</td>
</tr>
<tr>
<td>1. Exhibit A, Statement of Work and Budget.</td>
</tr>
<tr>
<td>2. Exhibit B, Sample Option Letter.</td>
</tr>
<tr>
<td>3. Exhibit C, Title VI-Civil Rights.</td>
</tr>
<tr>
<td>In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:</td>
</tr>
<tr>
<td>1. Exhibit C, Title VI-Civil Rights.</td>
</tr>
<tr>
<td>2. Colorado Special Provisions in §17 of the main body of this Agreement.</td>
</tr>
<tr>
<td>3. The provisions of the other sections of the main body of this Agreement.</td>
</tr>
<tr>
<td>4. Exhibit A, Statement of Work and Budget.</td>
</tr>
<tr>
<td>5. Executed Option Letters (if any).</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Principal Representatives</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>For the State:</strong></td>
</tr>
<tr>
<td>Moira Moon</td>
</tr>
<tr>
<td>Division of Transit and Rail</td>
</tr>
<tr>
<td>2829 W. Howard Pl.</td>
</tr>
<tr>
<td>Denver, CO 80204</td>
</tr>
<tr>
<td><a href="mailto:moira.moon@state.co.us">moira.moon@state.co.us</a></td>
</tr>
<tr>
<td><strong>For Grantee:</strong></td>
</tr>
<tr>
<td>Vanessa Solesbee</td>
</tr>
<tr>
<td>TOWN OF ESTES PARK</td>
</tr>
<tr>
<td>PO BOX 1200</td>
</tr>
<tr>
<td>ESTES PARK, CO 80517-1200</td>
</tr>
<tr>
<td><a href="mailto:vsolesbee@estes.org">vsolesbee@estes.org</a></td>
</tr>
</tbody>
</table>
THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

<table>
<thead>
<tr>
<th>GRANTEE</th>
<th>STATE OF COLORADO</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOWN OF ESTES Park</td>
<td>Jared S. Polis, Governor</td>
</tr>
<tr>
<td></td>
<td>Department of Transportation</td>
</tr>
<tr>
<td></td>
<td>Shoshana M. Lew, Executive Director</td>
</tr>
</tbody>
</table>

By: Wendy Koenig, Mayor

By: Keith Stefanik, P.E., Chief Engineer

Date: _________________

Date: _________________

By: Dan Kramer, Town Attorney

By: Jackie Williamson, Town Clerk

Date: _________________

Date: _________________

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

<table>
<thead>
<tr>
<th>STATE CONTROLLER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert Jaros, CPA, MBA, JD</td>
</tr>
</tbody>
</table>

By: Department of Transportation

Effective Date: ____________________
1. PARTIES

This Agreement is entered into by and between Grantee named on the Cover Page for this Agreement (the “Grantee”), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Agreement (the “State”). Grantee and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date, except as described in §5.D, or after the Fund Expenditure End Date. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in Exhibit A.

B. Initial Term

The Parties’ respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in this Agreement (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to Sample Option Letter attached to this Agreement.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee in a form substantially equivalent to the Sample Option Letter attached to this Agreement, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.
E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for Breach of Agreement by Grantee, which shall be governed by §12.A.i.

i. Method and Content

The State shall notify Grantee of such termination in accordance with §14. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to the rights and obligations set forth in §12.A.i.a.

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Grantee for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Grantee which are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursement shall not exceed the Grant Maximum Amount payable to Grantee hereunder.

F. Grantee’s Termination Under State Requirements

Grantee may request termination of this Grant by sending notice to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. “Agreement” means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

B. “Breach of Agreement” means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S., at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

C. “Budget” means the budget for the Work described in Exhibit A.

D. “Business Day” means any day other than Saturday, Sunday, or a legal holiday as listed in §24-11-101(1), C.R.S.

E. “CORA” means the Colorado Open Records Act, §§24-72-200.1, et seq., C.R.S.

F. “Deliverable” means the outcome to be achieved or output to be provided, in the form of a tangible or intangible Good or Service that is produced as a result of Grantee’s Work that is intended to be delivered by Grantee.

G. “Effective Date” means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Agreement.
H. “End of Term Extension” means the time period defined in §2.D.
I. “Exhibits” means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.
J. “Extension Term” means the time period defined in §2.C.
K. “Goods” means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
L. “Grant Funds” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
M. “Grant Maximum Amount” means an amount equal to the total of Grant Funds for this Agreement.
N. “Incident” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, et seq., C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
O. “Initial Term” means the time period defined in §2.B.
P. “Matching Funds” (Local Funds) means the funds provided by Grantee as a match required to receive the Grant Funds.
Q. “Party” means the State or Grantee, and “Parties” means both the State and Grantee.
R. “PII” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.
S. “Services” means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.
T. “State Confidential Information” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to PII, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
U. “State Fiscal Rules” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
V. “State Fiscal Year” means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
W. “State Records” means any and all State data, information, and records, regardless of physical form.
X. “Subcontractor” means any third party engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees of Grant Funds.
Y. “Work” means the Goods delivered and Services performed pursuant to this Agreement.
Z. “Work Product” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives,
pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined elsewhere in this Agreement or in an Exhibit shall be construed and interpreted as defined in that section.

4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

5. PAYMENTS TO GRANTEE

A. Grant Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Grant Maximum Amount for that State Fiscal Year shown on the Cover Page of this Agreement as “FASTER Funds Maximum Amount”.

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Grantee in the amounts and in accordance with the conditions set forth in Exhibit A.

b. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State.

c. Any advance payment allowed under this Agreement, shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement and its Exhibits. Eligibility and submission for advance payment is subject to State approval and must include approved documentation in the form and manner set forth and approved by the State.

d. The State shall pay each invoice within 45 days following the State’s receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Grantee shall make all changes necessary to correct that invoice.

e. The acceptance of an invoice shall not constitute acceptance of any Work performed or Deliverables provided under this Agreement.

ii. Interest

Amounts not paid by the State within 45 days of the State’s acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Grantee shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days’ interest to be paid and the interest rate.

iii. Payment Disputes

If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee’s receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State’s review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special
Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State’s obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State’s liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §2.E.

C. Matching Funds

Grantee shall provide Matching Funds as provided in §5.A and Exhibit A. Grantee shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Grantee’s obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee’s treasury or bank account. Grantee represents to the State that the amount designated “Grantee’s Matching Funds” in Exhibit A has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. If Grantee is a public entity, Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee’s laws or policies.

D. Reimbursement of Grantee Costs

i. Any costs incurred by Grantee prior to the Effective Date shall not be reimbursed.

ii. The State shall reimburse Grantee’s allowable costs, not exceeding the Grant Maximum Amount shown on the Cover Page of this Agreement and on Exhibit A for all allowable costs described in this Agreement and shown in Exhibit A, except that Grantee may adjust the amounts between each line item of Exhibit A without formal modification to this Agreement as long as the change does not modify the Grant Maximum Amount of this Agreement or the Grant Maximum Amount for any State Fiscal Year, and the change does not modify any requirements of the Work.

iii. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:
   a. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and
   b. Equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred.)

iv. Grantee’s costs for Work performed after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. Grantee shall initiate any payment request by submitting invoices to the State in the form and manner set forth and approved by the State.

E. Close-Out

Grantee shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Cover Page for this Agreement. To complete close-out, Grantee shall submit to the State all Deliverables (including documentation) as defined in this Agreement and Grantee’s final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

6. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to any other Exhibit, for any Agreement having a term longer than three months, Grantee shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted
to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee’s ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State’s Principal Representative identified on the Cover Page for this Agreement.

C. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Grantee’s performance and the final status of Grantee’s obligations hereunder.

D. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work and the delivery of Services (including, but not limited to, the operation of programs) or Goods hereunder (collectively, the “Grantee Records”). Grantee shall maintain such records for a period of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively (the “Record Retention Period”). If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Grantee shall permit the State and any other duly authorized agent of the State to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee’s office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days’ notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State and any other duly authorized agent of the State, in its discretion, may monitor Grantee’s performance of its obligations under this Agreement using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee’s performance in a manner that does not unduly interfere with Grantee’s performance of the Work.

D. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee’s records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee or a third party.
8. CONFIDENTIAL INFORMATION - STATE RECORDS

A. Confidentiality

Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in writing by the State. Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State’s Principal Representative identified on the Cover Page of this Agreement.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Grantee shall provide the State with access, subject to Grantee’s reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, Grantee shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish that Grantee, and its agents, employees, and Subcontractors are not the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable costs thereof. The State may, in its sole discretion and at Grantee’s sole expense, require Grantee to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Grantee shall provide the State with the results of such audit and evidence of Grantee’s planned remediation in response to any negative findings.

E. Data Protection and Handling

Grantee shall ensure that all State Records and Work Product in the possession of Grantee or any Subcontractors are protected and handled in accordance with the requirements of this Agreement, including the requirements of any Exhibits hereto, at all times. As used in this section, the protections afforded Work Product only apply to Work Product that requires confidential treatment.

F. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits.
9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor’s employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State’s interests. Absent the State’s prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee’s obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State’s consideration. Failure to promptly submit a disclosure statement or to follow the State’s direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

D. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S., with regard to this Agreement. For the avoidance of doubt, an actual or apparent conflict of interest shall exist if Grantee employs or contracts with any State employee, any former State employee within six months following such employee’s termination of employment with the State, or any immediate family member of such current or former State employee. Grantee shall provide a disclosure statement as described in §9.C. no later than ten days following entry into a contractual or employment relationship as described in this section. Failure to timely submit a disclosure statement shall constitute a Breach of Agreement. Grantee may also be subject to such penalties as are allowed by law.

10. INSURANCE

Grantee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Workers’ Compensation

Workers’ compensation insurance as required by state statute, and employers’ liability insurance covering all Grantee or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

i. $1,000,000 each occurrence;

ii. $1,000,000 general aggregate;

iii. $1,000,000 products and completed operations aggregate; and

iv. $50,000 any 1 fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.
D. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

i. $1,000,000 each occurrence; and
ii. $2,000,000 general aggregate.

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

i. $1,000,000 each occurrence; and
ii. $1,000,000 general aggregate.

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

i. $1,000,000 each occurrence; and
ii. $1,000,000 general aggregate.

G. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Grantee and Subcontractors.

H. Primacy of Coverage

Coverage required of Grantee and each Subcontractor shall be primary over any insurance or self-insurance program carried by Grantee or the State.

I. Cancellation

All insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with §14 within 7 days of Grantee’s receipt of such notice.

J. Subrogation Waiver

All insurance policies secured or maintained by Grantee or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

K. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S. (the “GIA”), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subcontractor maintain at all times during the terms of this Grantee, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor’s obligations under the GIA.

L. Certificates

For each insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee’s insurance coverage required in this Agreement prior to the Effective Date. Grantee shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement prior to the Effective Date, except that, if Grantee’s subcontract is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven Business Days following Grantee’s execution of the subcontract. No later than 15 days before the expiration date of Grantee’s or any Subcontractor’s coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the
term of this Agreement, upon request by the State, Grantee shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. BREACH OF AGREEMENT

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State’s Remedies

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach of Agreement

In the event of Grantee’s uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement’s terms. At the request of the State, Grantee shall assign to the State all of Grantee’s rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State’s request, Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State’s request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee’s action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under §2.E.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State’s damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:
a. Suspend Performance

Suspend Grantee’s performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State’s directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee’s actions or inactions, cannot be performed or if they were performed are reasonably of no value to the State; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Grantee’s employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State’s best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State (i) secure that right to use such Work for the State and Grantee; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. Grantee’s Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Grantee for resolution.

B. Resolution of Controversies

If the initial resolution described in §13.A fails to resolve the dispute within 10 Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-101-301(30), C.R.S., for resolution following the same resolution of controversies process as described in §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S., (collectively, the “Resolution Statutes”), except that if Grantee wishes to challenge any decision rendered by the Procurement Official, Grantee’s challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

14. NOTICES and REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party’s principal representative at the address set forth on the Cover Page for this Agreement or (C) as an email with read receipt requested to the principal representative at the email address, if
any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party’s principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Whether or not Grantee is under contract with the State at the time, Grantee shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Grantee assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, all State Records, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and information provided by or on behalf of the State to Grantee are the exclusive property of the State (collectively, “State Materials”). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Grantee’s obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Grantee

Grantee retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Grantee under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, “Grantee Property”). Grantee Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. GENERAL PROVISIONS

A. Assignment

Grantee’s rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee’s rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontracts

Grantee shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without providing notice to the State. The State may reject any such Subcontractor, and Grantee shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any work after that Subcontractor’s subcontract has been rejected by the State. Grantee shall submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.
C. Binding Effect
   Except as otherwise provided in §16.A., all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties’ respective successors and assigns.

D. Authority
   Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party’s obligations have been duly authorized.

E. Captions and References
   The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts
   This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding
   This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures
   If any signatory signs this Agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

I. Modification
   Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority
   Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. External Terms and Conditions
   Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee’s or a Subcontractor’s website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

L. Severability
   The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

M. Survival of Certain Agreement Terms
   Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

N. Taxes
   The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), et seq., C.R.S. (Colorado Sales Tax Exemption Identification Number
98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the State imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

O. Third Party Beneficiaries

Except for the Parties’ respective successors and assigns described in §16.A., this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

P. Waiver

A Party’s failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee’s industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

i. Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

ii. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, shall obtain prior to the Effective Date and maintain at all times during the term of this Agreement, at its sole expense, a certificate of authority to transact business in the State of Colorado and designate a registered agent in Colorado to accept service of process.


Grantee shall comply with all applicable requirements of Exhibit C at all times during the term of this Agreement.

17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all agreements except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this Agreement shall not be valid until it has been approved by the State’s Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State’s risk management statutes, §§24-30-1501, et seq., C.R.S. No term or condition of this Agreement shall be construed or
interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR.

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (i) provide and keep in force workers’ compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee’s liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109, C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee’s services and Grantee shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State’s vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, et seq., C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State’s discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee by deduction from subsequent payments under this Agreement, deduction from any payment due
under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, et seq., C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5), C.R.S., Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee (i) shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment (“Department Program”) to undertake pre-employment screening of job applicants while this Agreement is being performed, (ii) shall notify the Subcontractor and the contracting State agency or institution of higher education within three days if Grantee has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Grantee participates in the Department program, Grantee shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this provision or §§8-17.5-101, et seq., C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, et seq., C.R.S.

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Grantee (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of §§24-76.5-101, et seq., C.R.S., and (iii) has produced one form of identification required by §24-76.5-103, C.R.S., prior to the Effective Date of this Agreement.
EXHIBIT A, STATEMENT OF WORK AND BUDGET

<table>
<thead>
<tr>
<th>Project Description</th>
<th>2023-OIM ZEV: Estes Park Zero Emission Fleet Transition Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project End Date</td>
<td>December 31, 2025</td>
</tr>
<tr>
<td>Subrecipient</td>
<td>Estes Park, Town of</td>
</tr>
<tr>
<td>Contact Name</td>
<td>Vanessa Solesbee</td>
</tr>
<tr>
<td>Address</td>
<td>PO Box 1200, Estes Park, CO 80517-1200</td>
</tr>
<tr>
<td>Phone #</td>
<td>(970) 577-3957</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:vsolesbee@estes.org">vsolesbee@estes.org</a></td>
</tr>
<tr>
<td>Indirect Rate</td>
<td>N/A</td>
</tr>
<tr>
<td>WBS*</td>
<td>26052.10.50 ALI 44.24.00</td>
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<tr>
<td>Total Project Budget</td>
<td>$40,000.00</td>
</tr>
<tr>
<td>State OIM ZEV Funds</td>
<td>$36,000.00</td>
</tr>
<tr>
<td>Local Funds</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>Total Project Amount</td>
<td>$36,000.00</td>
</tr>
</tbody>
</table>

*The WBS numbers may be replaced without changing the amount of the grant at CDOT’s discretion.

A. Project Description

Town of Estes Park shall use 2023 OIM ZEV Funds, along with local matching funds, to undertake the 2023-OIM ZEV: Estes Park Zero Emission Fleet Transition Plan project. The project will support the goals of the Statewide Transit Plan.

Town of Estes Park will retain a qualified firm (vendor) to develop a thoughtful and comprehensive Zero Emission Fleet Transition Plan to assist Town staff and other stakeholders to make informed decisions related to the transition to zero emission transit vehicles. The plan will include an existing conditions assessment; identify barriers/challenges to zero-emission vehicle (ZEV) transition; conduct a robust priority-setting exercise with Town staff, citizen advisory board members, and elected officials; provide guidance on code, planning, land use impacts, and utility coordination; and identify key partners. The project deliverable will be a finalized plan.

B. Performance Standards

1. Project Milestones

<table>
<thead>
<tr>
<th>Milestone Description</th>
<th>Original Estimated Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Submit Procurement Concurrence Request (PCR) to CDOT Project Manager for Approval</td>
<td>3/15/2024</td>
</tr>
<tr>
<td>Submit Procurement Authorization (PA) and solicitation docs CDOT Project Manager for Approval</td>
<td>4/15/2024</td>
</tr>
<tr>
<td>Submit Reimbursement Request in COTRAMS</td>
<td>8/15/2024</td>
</tr>
<tr>
<td>Submit Progress Reports to CDOT PM</td>
<td>8/15/2024</td>
</tr>
<tr>
<td>Take Delivery of (First) Project Property</td>
<td>2/15/2025</td>
</tr>
<tr>
<td>Take Delivery of and Accept All Project Property</td>
<td>3/15/2025</td>
</tr>
<tr>
<td>Submit Final Reimbursement Request in COTRAMS</td>
<td>4/15/2025</td>
</tr>
</tbody>
</table>

IMPORTANT NOTE: All milestones in this Statement of Work (except for the final reimbursement request) must be completed no later than the expiration date of this Grant Agreement: **December 31, 2025.**

2. Performance will be reviewed throughout the duration of this Grant Agreement. Town of Estes Park shall report to the CDOT Project Manager whenever one or more of the following occurs:
a. Budget or schedule changes;
b. Scheduled milestone or completion dates are not met;
c. Identification of problem areas and how the problems will be resolved; and/or
d. Expected impacts and the efforts to recover from delays.

3. Town of Estes Park must comply and submit all reimbursements and relevant project documents substantiating project completion as a condition of project closeout.

C. Project Budget

1. The Total Project Budget is $40,000.00. CDOT will pay no more than 90% of the eligible, actual project costs, up to the maximum amount of $36,000.00. CDOT will retain any remaining balance of the state share of OIM ZEV Funds. Town of Estes Park shall be solely responsible for all costs incurred in the project in excess of the amount paid by CDOT from OIM ZEV Funds for the state share of eligible, actual costs. For CDOT accounting purposes, the OIM ZEV Funds of $36,000.00 will be encumbered for this Grant Agreement.

2. No refund or reduction of the amount of Town of Estes Park’s share to be provided for the project will be allowed unless there is at the same time a refund or reduction of the state share of a proportionate amount.

3. Town of Estes Park may use eligible federal or state funds for the Local Funds share. Town of Estes Park’s share, together with the State OIM ZEV Funds share, must be enough to ensure payment of the Total Project Budget.

4. Per the terms of this Grant Agreement, CDOT shall have no obligation to provide state funds for use on this project. CDOT will administer OIM ZEV Funds for this project under the terms of this Grant Agreement, provided that the state share of OIM ZEV Funds to be administered by CDOT are made available and remain available. Town of Estes Park shall initiate and prosecute to completion all actions necessary to enable Town of Estes Park to provide its share of the Total Project Budget at or prior to the time that such funds are needed to meet the Total Project Budget.

D. Procurement

Procurement will comply with state procurement procedures and the DTR Quick Procurement Guide. In addition to the state requirements outlined below, state and FTA procedures (where applicable) must be followed and will be outlined prior to purchase.

1. The first step in the procurement process will be to obtain an Independent Cost Estimate (ICE).

2. The second step will be to obtain Procurement Concurrence Request (PCR) approval from the CDOT Project Manager through COTRAMS.

3. The third step, and prior to entering into a purchasing agreement or contract with the selected vendor, will be to obtain Purchase Authorization (PA) approval from the CDOT Project Manager through COTRAMS.

E. Reimbursement Eligibility

Requests for reimbursement for eligible project costs will be paid to Town of Estes Park upon submission of a complete reimbursement packet in COTRAMS for those eligible costs incurred during the Grant Agreement effective dates.

Accepted reimbursement packets will include the following completed documents:

- Invoice
- Proof of Payment
- Independent Cost Estimate (ICE) (with the first reimbursement request)
Town of Estes Park must submit the final invoice within sixty (60) calendar days of December 31, 2025, and submit a Grant Closeout and Liquidation (GCL) Form in COTRAMS within fifteen (15) calendar days of issuance of the final reimbursement payment.

F. Restrictions on Lobbying

Town of Estes Park is certifying that it complies with 2 CFR 200.450 by entering into this Subaward Agreement.

G. Special Conditions

1. Town of Estes Park will comply with all requirements imposed by CDOT on Town of Estes Park so that the state award is used in accordance with state statutes, regulations, and the terms and conditions of the state award.

2. Town of Estes Park must permit CDOT and their auditors to have access to Town of Estes Park’s records and financial statements as necessary, with reasonable advance notice.

3. Except as provided in this Grant Agreement, Town of Estes Park shall not be reimbursed for any purchase, issued purchase order, or leased capital equipment prior to the execution of this Grant Agreement.

4. Town of Estes Park agrees to work cooperatively with CDOT to market and/or publicize this project as requested by CDOT. Such efforts may include ribbon cuttings, news articles, photos, and/or other media to be attended/responded to/supplied by Town of Estes Park, as appropriate.

5. Town of Estes Park shall ensure that it does not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability in accordance with Title VI of the Civil Rights Act of 1964.

6. Town of Estes Park shall seek to ensure non-discrimination in its programs and activities by developing and maintaining a Title VI Program in accordance with the “Requirements for FTA Subrecipients” in CDOT’s Title VI Program Plan and Federal Transit Administration Circular 4702.1B, “Title VI Requirements and Guidelines for FTA Recipients.” The Party shall also facilitate FTA’s compliance with Executive Order 12898 and DOT Order 5610.2(a) by incorporating the principles of environmental justice in planning, project development and public outreach in accordance with FTA Circular 4703.1 “Environmental Justice Policy Guidance for Federal Transit Administration Recipients.”

7. Town of Estes Park will provide transportation services to persons with disabilities, in accordance with Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.

8. Town of Estes Park shall develop and maintain an ADA Program in accordance with 28 CFR Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services, FTA Circular 4710.1, and any additional requirements established by CDOT for FTA subrecipients.

9. Town of Estes Park shall ensure that it will comply with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FTA guidance, and any other federal, state, and/or local laws, rules and/or regulations. In any contract utilizing federal funds, land, or other federal aid, Town of Estes Park shall require its subrecipients and/or contractors to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.

10. Town of Estes Park shall agree to produce and maintain documentation that supports compliance
Contract Number: 24-HTR-ZL-00234/491003514
with the Americans with Disabilities Act to CDOT upon request.

11. Town of Estes Park shall include nondiscrimination language and the Disadvantaged Business Enterprise (DBE) assurance in all contracts and solicitations in accordance with DBE regulations, 49 CFR Part 26, and CDOT’s DBE program.
EXHIBIT B, SAMPLE OPTION LETTER

<table>
<thead>
<tr>
<th>State Agency</th>
<th>Option Letter Number</th>
<th>Original Agreement Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department of Transportation</td>
<td></td>
<td>Insert CMS number or Other Contract Number of the Original Contract</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Grantee</th>
<th>Current Grant Agreement Amount</th>
<th>Option Agreement Number</th>
<th>Agreement Performance Beginning Date</th>
<th>Current Agreement Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insert Grantee’s Full Legal Name, including “Inc.”, “LLC”, etc...</td>
<td>FASTER Funds Maximum Amount</td>
<td>Insert CMS number or Other Contract Number of this Option</td>
<td>The later of the Effective Date or Month, Day, Year</td>
<td>Month, Day, Year</td>
</tr>
<tr>
<td>Initial Term</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Extension Terms</td>
<td>State Fiscal Year 20xx</td>
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<td></td>
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<tr>
<td></td>
<td>State Fiscal Year 20xx</td>
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<td></td>
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</tr>
<tr>
<td></td>
<td>State Fiscal Year 20xx</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
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<td>State Fiscal Year 20xx</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Local Funds</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Total for All State Fiscal Years</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. **OPTIONS:**
   A. Option to extend for an Extension Term or End of Term Extension.

2. **REQUIRED PROVISIONS:**
   A. **For use with Option 1(A):** In accordance with Section(s) 2.B/2.C of the Original Agreement referenced above, the State hereby exercises its option for an additional term/end of term extension, beginning Insert start date and ending on the current agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
   B. **For use with all Option 1(A):** The Grant Agreement Amount table on the Agreement’s Cover Page is hereby deleted and replaced with the Current Grant Agreement Amount table shown above.

3. **OPTION EFFECTIVE DATE:**
   A. The effective date of this Option Letter is upon approval of the State Controller or , whichever is later.

---

**STATE OF COLORADO**  
Jared S. Polis, Governor  
Department of Transportation  
Shoshana M. Lew, Executive Director

By: ________________________________  
Keith Steganik, PE, Chief Engineer

Date: ________________________________

---

In accordance with §24-30-202, C.R.S., this Option Letter is not valid until signed and dated below by the State Controller or an authorized delegate.

**STATE CONTROLLER**  
Robert Jaros, CPA, MBA, JD

By: ________________________________  
Department of Transportation

Option Letter Effective Date: ________________________________
Nondiscrimination Requirements

The Parties shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability. During the performance of this Agreement, the Grantee, for itself, its assignees and successors in interest (hereinafter referred to as the “Grantee”) agrees as follows:

(1) Compliance with Regulations: The Grantee shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this Agreement.

(2) Nondiscrimination: The Grantee, with regard to the Work performed by it during the Agreement, shall not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subgrantees, including procurements of materials and leases of equipment. The Grantee shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subgrantees, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Grantee for Work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subgrantee or supplier shall be notified by the Grantee of the Grantee's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.

(4) Information and Reports: The Grantee shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Colorado Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Grantee is in the exclusive possession of another who fails or refuses to furnish this information the Grantee shall so certify to the Colorado Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the Grantee's noncompliance with the nondiscrimination provisions of this Agreement, the Colorado Department of Transportation shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
   (a) withholding of payments to the Grantee under the Agreement until the Grantee complies, and/or
   (b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: The Grantee shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Grantee shall take such action with respect to any subcontract or procurement as the Colorado Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that, in the event a Grantee becomes involved in, or is threatened with, litigation with a subgrantee or supplier as a result of such direction, the Grantee may request the Colorado Department of Transportation to enter into such litigation to protect the interests of the Colorado Department of Transportation.
Memo

To: Honorable Mayor Hall
    Board of Trustees

Through: Town Administrator Machalek

From: Dana G. Klein, CPP, CCTM, Parking & Transit Manager
       Greg Muhonen, PE, Public Works Director

Date: July 9, 2024

RE: Resolution 60-24 Grant Agreement with the Colorado Association of Transit Agencies for 2024 Ozone Season Transit Grant Program Funds

(Mark all that apply)

☑ PUBLIC HEARING ☑ ORDINANCE ☑ LAND USE
☐ CONTRACT/AGREEMENT ☑ RESOLUTION ☑ OTHER

☑ QUASI-JUDICIAL ☑ YES ☑ NO

Objective:
Public Works (PW) staff seek Town Board approval of a grant agreement with the Colorado Association of Transit Agencies (CASTA) for 2024 Ozone Season Transit Grant (OSTG) Program Funds.

Present Situation:
On June 21, the Town was awarded $42,629.50 in 2024 OSTG program funds. The OSTG program was created by the Colorado Energy Office, and the funds awarded to the Town will be passed through CASTA. In line with one of the OSTG program’s stated goals, the Town will use the grant funds to offer additional free transit service on The Peak’s Gold and Silver Routes for a minimum of 30 days during the 2024 ozone season (June-August).

Proposal:
PW staff recommend approval of the grant agreement with CASTA as presented. The 2024 OSTG program funds will be used to offer two additional hours of daily, free transit service on the Gold and Silver Routes from July 1 through August 31, 2024.

Advantages:
• Supports the Colorado Department of Energy’s 2024 ozone reduction efforts by offering additional free transit service during the ozone season;
• Supplements the Town’s General Fund allocation for administration and operation of Estes Transit in 2024.

Disadvantages:
Applying for and receiving grant funding is accompanied by additional administrative burdens; however, Town staff have recent experience managing a federal grant of this type.

**Action Recommended:**
PW staff recommend Town Board approval of Resolution 60-24.

**Finance/Resource Impact:**
*Current Impact:* The State contribution, passed through CASTA, is $42,629.50 with no ($0) local match required.

*Future Ongoing or One-Time Impacts:* None anticipated at this time.

**Level of Public Interest**
Public interest in this item is likely to be low.

**Sample Motion:**
I move for the **approval/denial** of Resolution 60-24.

**Attachments:**
1. Resolution 60-24 CASTA 2024 IGA for Ozone Grant
2. CASTA 2024 Ozone Grant Agreement
RESOLUTION 60-24

APPROVING AN AGREEMENT WITH THE COLORADO ASSOCIATION OF TRANSIT AGENCIES FOR 2024 OZONE SEASON TRANSIT GRANT PROGRAM FUNDS

WHEREAS, the Town Board desired to enter the agreement referenced in the title of this resolution for the purpose of accepting State of Colorado Department of Energy 2024 Ozone Season Transit Grant Program Funds; and,

WHEREAS, the program funds are passed through the Colorado Association of Transit Agencies; and,

WHEREAS, the program funds will be used to offer two hours of expanded free daily transit service hours on the Town’s Silver and Gold Routes during the ozone season of July 1 through August 31, 2024.

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 agreement referenced in the title of this resolution in substantially the form now before the Board.

DATED this 9th day of July, 2024.

TOWN OF ESTES PARK

________________________________________
Mayor

ATTEST:

________________________________________
Town Clerk

APPROVED AS TO FORM:

________________________________________
Town Attorney
Ozone Season Transit Grant Award Letter and Agreement

June 21, 2024

Laura Blevins
170 MacGregor Ave
Estes Park, Colorado 80517

Grant Number: 1086

Dear Laura,

Congratulations, Town of Estes Park, hereafter known as subgrantee, has been awarded a grant through the Ozone Season Transit Grant Program in the amount of $42,629.50 to be used toward providing Free Transit during Ozone Season. The Grantee is providing $0.00 in matching funds for the project.

This Award Letter and Agreement, hereafter known as Agreement, outlines the terms and conditions of accepting the grant. Please read the Agreement carefully, sign, and return no later than June 28th, 2024.

Upon signing this Agreement, Grantee agrees to the following terms:

- Subgrantee will notify CASTA if there is any change in your ability to execute the terms of the grant;
- Subgrantee attests that it is committed to providing the new or expanded free services for at least thirty (30) days during the ozone season for the period of July 1, 2024 to August 31, 2024.
- Subgrantee will be held to the policies and procedure set forth in the 5.7 OZONE SEASON TRANSIT GRANT PROGRAM
- Grantee will utilize the grant funds for the purposes submitted in the grant application (attached) and only for activities that meet the Eligible Use of Grants Section 2 of CASTA Operating Procedure 5.7 OZONE SEASON TRANSIT GRANT PROGRAM and Colorado Revised Statutes Section 24-38.5-113 Ozone season transit grant program.

Congratulations again on receiving this grant. We look forward to working with you during this Ozone Season.

Sincerely,

Authorized Signature of Grantor: ________________________________

CASTA Executive Director

Date: June 21, 2024

Authorized Signature of Grantee: ________________________________

Agency Official

Date__________________

Attachments:
- Operating Procedure 5.7 OZONE SEASON TRANSIT GRANT PROGRAM
- Subgrantee Reimbursement Request Uniform Guidance
- Subgrantee Application
TOWN OF ESTES PARK

ATTEST:

__________________________
Town Clerk

APPROVED AS TO FORM:

__________________________
Town Attorney
Reports & Discussion Item #1 Base Funding Report
– Via Mobility Services.

No packet material has been provided for this item.
Reports & Discussion Item #2 Larimer County Extension Programming Priorities.

No packet material has been provided for this item.
2024 Integrated Resource Plan

2024 IRP timeline and engagement

Jason Frisbie, general manager and chief executive officer
IRP introduction

- An IRP is a planning process that integrates customer demand and resources with utility resources to provide reliable, economical and environmentally desirable electricity to customers.
- 18-month planning process including external studies with nine vendors.
- Plans for the next 10-20 years.
- IRP assists with preparing for industry changes including:
  - Technological progress.
  - Consumer preferences.
  - Regulatory mandates.
- The Western Area Power Administration requires:
  - Platte River to file an IRP at least every five years (Platte River filed its last IRP in 2020).
  - A short-term action plan and an annual follow up on plan execution.
  - Community engagement.

2024 projected deliveries of energy to owner communities

- Fort Collins: 1,531,251 MWh, 78,450 annual customers.
- Longmont: 871,049 MWh, 42,863 annual customers.
- Loveland: 768,375 MWh, 39,782 annual customers.
- Estes Park: 143,466 MWh, 11,000 annual customers.

IRP timeline

2023
- June: Community engagement meetings.
- July: City council meetings.
- August: Pre-IRP studies.

2024
- June: Resource planning.
- July: Board presentation.
- August: Community engagement meetings.
- September: City council meetings.
- October: IRP document development.
- November: Review results.
- December: Portfolio development.
- January: Reliability assessment with renewables and DER integration.
- February: Pre-IRP studies.
- March: City council meetings.
- April: City council meetings.
- May: City council meetings.
- June: City council meetings.
- July: City council meetings.
- August: City council meetings.
Community engagement recap

- Between June 2023-August 2024, 36 unique engagement events reaching hundreds of people across our service region
  - Four events in Estes Park including presentations to the Sierra Club and Noon Rotary
- Dedicated IRP microsite with Q&A repository, IRP studies and IRP updates
- Dedicated email address for people to submit questions and from which people received answers and updates
- Public education and media

Final community presentation

- **Topic:** Results of our IRP
- **When:** July 17, 6-8 p.m.
- **Where:** Platte River Energy Engagement Center, 2000 E. Horsetooth Road, Fort Collins
2024 IRP results

Raj Singam Setti, chief operating officer, innovation and sustainable resource integration

Addressing customer needs for today and beyond

Platte River is leading the clean energy transition

- Reliability
- Environmental responsibility
- Financial sustainability

Add renewables
Continue to add even more sources of reliable, renewable energy

Monitor
Monitor emerging technologies for inclusion in future planning
IRP challenge

Create a transition plan to retire 431 MW of coal, currently providing over half of the low-cost energy and reliable capacity. Replace this with low or no-carbon energy and capacity within six years.

Replace more than 2 million MWh of energy and equivalent capacity

Focus mostly on energy – but capacity or reliability is also critical

Energy vs. capacity in resource planning

Energy planning
Most people are familiar with energy – this is a MWh that is produced or purchased to supply customers.

Energy planning is where we can really make an impact on emissions.

Capacity planning
Utilities must maintain sufficient generation resources to cover peak load plus a reserve margin, known as the Planning Reserve Margin (PRM) requirement. Certain resources are better suited for supplying capacity.

- Wind and solar are not dispatchable (utilities can’t control when they are on).
- Battery energy storage, thermal, and virtual power plant are dispatchable.

A resource can be built for its capacity value and run little to supply energy.
It is there when the system really needs it!
IRP process overview

External Studies
- Power and Commodity Price Forecast
- Extreme weather and Dark calm analysis
- Reliability – WW and Effective Load Carrying Capacity (ULCC) analysis
- Emerging technology screening
- Dispatchable capacity requirements

Renewable Resource Costs
- All Renewable RFP issued
- Research Institute – National Renewable Energy Lab (NREL) & Electric Power Research Institute (EPRI)

Distributed Energy Resources
- Building electrification
- Assess Electric Vehicle (EV) and Distributed Generation (DG) impacts
- Load shapes

Load Forecast
- Base, high and low scenarios
- IRP model peak and energy demand

Core IRP modeling and evaluation

Portfolio Development
- Objective lowest cost and CO2
- Constraint: must meet PRM

Reliability Testing
- Resource portfolio testing with
  - Dark Calms
  - Extreme weather
  - Wind & solar profiles

IRP 2024 Filings
- WAPA Filing
- Clean Energy Plan

Plxeos Model
- Model Parameters and Constraints
- Existing Resources

When, how much and what technology?

Major planning assumption - load

- Native load
- Building electrification and EV demand
- DG and VPP

Platte River Power Authority
System reliability

With increasing retirements and dependence on solar/wind/storage resources, both distributed and utility-scale, planning paradigm is evolving to assure operational reliability.

Renewable Purchase Power Agreement (PPA)
Resource reliability attributes and services

<table>
<thead>
<tr>
<th>Service category</th>
<th>mS</th>
<th>S</th>
<th>Min</th>
<th>Hr</th>
<th>Day</th>
<th>Month</th>
<th>Year</th>
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<td>Energy and capacity</td>
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<td>Non spin/replace res.</td>
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<td>Black start</td>
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</table>

Virtual Power Plant capacity

**Customer role:**
- Adopt DERs like storage, electric vehicles and smart devices
- Enroll and participate in the VPP

**Platte River and owner community role:**
- Invest in new systems, e.g.,
  - DER management systems
  - Advanced distribution management systems
  - Data management systems
- Invest in VPP programs
  - Customer engagement and support
  - Incentives for participation
- Operate the VPP to achieve system benefits
**Thermal capacity**

- Firm Solar and wind intermittency
- Future green hydrogen and renewable natural gas (RNG)
- Ancillary Services
- Proven Technology
- Resource Diversity

**Summary of five portfolios**

<table>
<thead>
<tr>
<th>Portfolio</th>
<th>Total resource addition in 20 years, MWs</th>
<th>Cost 2035</th>
<th>Cost 2030</th>
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<tbody>
<tr>
<td>Solar</td>
<td>Wind</td>
<td>4-Hr Storage</td>
<td>LOES</td>
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<tr>
<td>No new carbon</td>
<td>800</td>
<td>885</td>
<td>400</td>
</tr>
<tr>
<td>Minimal carbon</td>
<td>800</td>
<td>885</td>
<td>400</td>
</tr>
<tr>
<td>Carbon-imposed cost</td>
<td>650</td>
<td>985</td>
<td>400</td>
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<tr>
<td>Optimal new carbon</td>
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<td>275</td>
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<tr>
<td>Additional new carbon</td>
<td>450</td>
<td>985</td>
<td>175</td>
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</table>

*All five portfolios include existing frame combustion turbine units at Rawhide*
Comparative portfolio costs

Comparative CO2 emissions and % reduction vs. 2005
Recommended portfolio – Optimal New Carbon

Consistent with RDP goals, maintains optionality for the future, and equitable access for all citizens

<table>
<thead>
<tr>
<th></th>
<th>2025</th>
<th>2026</th>
<th>2027</th>
<th>2028</th>
<th>2029</th>
<th>2030</th>
<th>Total</th>
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<td>Coal (MW)</td>
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<td>-74</td>
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<td>New Solar (MW)</td>
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<td>200</td>
<td>200</td>
<td>60</td>
<td>460</td>
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<td>Existing Solar (MW)</td>
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<td>52</td>
<td>52</td>
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<td>New Wind (MW)</td>
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<td>Hydro (MW)</td>
<td>70</td>
<td>70</td>
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<td>Storage 4-hr (MW)</td>
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<td>50</td>
<td>75</td>
<td>175</td>
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<td>Storage Long Duration (MW)</td>
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<td>10</td>
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<tr>
<td>Solar DER (MW)</td>
<td>16</td>
<td>21</td>
<td>22</td>
<td>21</td>
<td>15</td>
<td>14</td>
<td>109</td>
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<td>Storage DER (MW)</td>
<td>3</td>
<td>5</td>
<td>7</td>
<td>7</td>
<td>8</td>
<td>7</td>
<td>37</td>
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<td>Thermal (MW)</td>
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<td>200</td>
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<td>200</td>
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<td>Existing CTs (MW)</td>
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<td></td>
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<td></td>
<td></td>
<td>388</td>
<td></td>
</tr>
</tbody>
</table>

Transition: generation assets 2018 to 2030

Noncarbon and lower carbon emitting natural gas replacing coal

Generation
- Coal is retired
- Noncarbon expands from 24% to 85%
- Natural gas generation less than 10%

*Projections are subject to change
**Wholesale power supply costs**

- **Current projections**
  - 6.3% 2025 – 2029
  - 5.3% 2030 – 2031
  - 2.1% 2032 – 2034
  - 60.2% cumulative 2025 – 2034

- **Prior projections (May 2023)**
  - 5.0% 2025 – 2030
  - 2.5% 2031 – 2033
  - 44.6% cumulative 2025 – 2034

- **Increased sustained rate pressure**
  *Projections are subject to change*

---

**Next steps**

- Finalize the IRP document with board input
- Continue public engagement in the next few months
- IRP approval in July and then file with Western Area Power Administration (WAPA)
- Continue the plan execution on multiple fronts:
  - New resource additions: renewables, storage and dispatchable
  - DER, DERMS and VPP implementation
  - Public engagement and education
  - Continue planning for just transition at Rawhide
- Start 2028 IRP planning
Q&A

Platte River Power Authority
Estes Park • Fort Collins • Longmont • Loveland
PROCEDURE FOR LAND USE PUBLIC HEARING

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

1. **MAYOR.**

The next order of business will be the public hearing on **PLANNING COMMISSION ACTION ITEM 1.A. ORDINANCE 09-24, ZONING MAP AMENDMENT FOR 540 AND 550 WEST ELKHORN AVENUE, ELKHORN PLAZA ASSOCIATION, OWNER/JOE COOP, VAN HORN ENGINEERING, APPLICANT.**

☐ At this hearing, the Board of Trustees shall consider the information presented during the public hearing, from the Town staff, from the Applicant, public comment, and written comments received on the application.

☐ Has any Trustee had any ex-parte communications concerning this application(s) which are not part of the Board packet.

☐ Any member of the Board may ask questions at any stage of the public hearing which may be responded to at that time.

☐ Mayor declares the Public Hearing open.

2. **STAFF REPORT.**

☐ Review the staff report.

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

3. **APPLICANT.**

☐ The applicant makes their presentation.

4. **PUBLIC COMMENT.**

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

5. **REBUTTAL.**

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

☐ Ask the Town Clerk whether any communications have been received in regard to the application which are not in the Board packet.

☐ Ask the Board of Trustees if there are any further questions concerning the application.

☐ Indicate that all reports, statements, exhibits, and written communications presented will be accepted as part of the record.

☐ Declare the public hearing closed.

☐ Request Board consider a motion.

7. SUGGESTED MOTION.

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

8. DISCUSSION ON THE MOTION.

Discussion by the Board on the motion.

9. VOTE ON THE MOTION.

Vote on the motion or consideration of another action.
Memo

To: Honorable Mayor Hall
Board of Trustees

Through: Town Administrator Machalek

From: Paul Hornbeck, Senior Planner

Date: July 9, 2024

RE: Ordinance 09-24, Zoning Map Amendment of 540 and 550 West Elkhorn Avenue, Elkhorn Plaza Association, Owner/ Joe Coop, Van Horn Engineering, Applicant.

(Mark all that apply)

☑ PUBLIC HEARING ☐ ORDINANCE ☑ LAND USE
☐ CONTRACT/AGREEMENT ☐ RESOLUTION ☐ OTHER______________

QUASI-JUDICIAL ☑ YES ☐ NO

Objective:
Conduct a public hearing to consider an application for a proposed Zoning Map Amendment (rezoning) from RM (Multi-Family Residential) to CO (Outlying Commercial), review the application for compliance with the Estes Park Development Code (EPDC), and approve, deny, or continue the item.

Present Situation:
540 and 550 West Elkhorn Avenue is a 0.84 acre site that is currently zoned RM (Multi-Family Residential), and contains fifteen residential condominium units in two buildings. An application has been submitted by the owner’s association on behalf of the individual owners to rezone the property.

According to County Assessor records, the buildings were constructed as condominiums in 1968 and 1970. As of April 1, 2024, four of the units are licensed by the Town of Estes Park as Vacation Rentals. Historically, the property was commercially zoned, with zoning maps from 1974 depicting the property as C-2 Restricted Commercial and 1989 as C-O Outlying Commercial. In 2000 the property was rezoned from C-O to R-M as a part of the larger valley-wide update to land use regulations and the zoning map. At that time, the Town of Estes Park Board of Trustees and Larimer County Board of County Commissioners approved a new Official Zoning Map and Estes Valley Development Code which replaced and amended the existing Code and Map. There is no record as to why this particular property was rezoned at that time, but one possible explanation is that commercial zoning did not match the residential use of the property. The zoning of a property should be consistent with the existing uses onsite whenever a zoning change is considered.
Vicinity Map

Zoning

Subject Property

W. Elkhorn Ave

Subject Property
Zoned RM
### Table 1: Zoning and Land Use Summary

<table>
<thead>
<tr>
<th>Subject Parcel</th>
<th>Comprehensive Plan</th>
<th>Zoning</th>
<th>Uses</th>
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</thead>
<tbody>
<tr>
<td>Downtown</td>
<td>Downtown</td>
<td>RM (Multi-Family Residential)</td>
<td>Residential</td>
</tr>
<tr>
<td>NORTH</td>
<td>Downtown</td>
<td>A (Accommodations)</td>
<td>Accommodations/ Undeveloped</td>
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<tr>
<td>SOUTH</td>
<td>Downtown</td>
<td>A (Accommodations)</td>
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<tr>
<td>EAST</td>
<td>Downtown</td>
<td>A (Accommodations)</td>
<td>Undeveloped</td>
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<tr>
<td>WEST</td>
<td>Downtown</td>
<td>A (Accommodations)</td>
<td>Accommodations</td>
</tr>
</tbody>
</table>

**Proposal:**
The applicant has requested to rezone 540 and 550 West Elkhorn Avenue from RM (Multi-Family Residential) to CO (Outlying Commercial). The statement of intent (Attachment #3) indicates the rezoning is being driven by a desire to combine the subject parcels and the parcel to the north into a single parcel to be consistent with the property’s condominium declarations. All three parcels are owned by the Elkhorn Plaza Owner’s Association but have different zoning, with the northern parcel zoned CO and the southern parcels zoned RM. Combining the three parcels without some form of rezoning would result in split zoning (i.e. a parcel with more than one zone district). The Estes Park Development Code (EPDC) discourages, but does not prohibit, split zoning, and best practice is to avoid split zoning due to the complications it can cause.

The statement of intent indicates other rationale for the rezoning, including:

- Making future redevelopment more viable (no redevelopment is planned at this time)
- Lack of awareness of the owners of the 2000 rezoning and a desire to return to the previous zoning
- Consistency with neighboring lots
- Ability to rent the units as vacation rentals without regard to the residential cap and waitlist

All applications for text or Official Zoning Map Amendments shall be reviewed by the Planning Commission and Town Board for compliance with the relevant standards and criteria set forth below and with other applicable provisions of the EPDC. That the parcel was previously zoned differently does not change the analysis required under the EPDC to rezone it again at this time. In accordance with Section 3.3D “Standards for Review” of the EPDC, all applications for rezoning shall demonstrate compliance with the standards and criteria below and other applicable provisions of the EPDC:
1. The amendment is necessary to address changes in conditions in the areas affected.

Staff Discussion: There have been changes in conditions since the current zoning was established in 2000. Changes include development of Fall River Village to the northeast, impacts of the 2013 Flood, redevelopment of the Elkhorn Lodge, and conversion of the property to the north to an accommodations use (Maxwell Inn). More broadly, changes in conditions include decreasing housing affordability in the area and adoption of a new Comprehensive Plan (2022).

Staff Finding: While there have been changes in conditions in the area, they are not substantial enough or of a nature that makes rezoning necessary to address the changes. The property has historically been used for residential purposes and will likely continue to be used as such in the future.

2. The Development Plan, which the proposed amendment to this Code would allow, is compatible and consistent with the policies and intent of the Comprehensive Plan and with existing growth and development patterns in the Estes Valley.

Staff Discussion: Since no new development is currently proposed, staff has waived the development plan requirement per Section 3.3.B.1 of the Estes Park Development Code:

“All applications seeking to amend this Code to allow a change from one (1) zone district to a different zone district or seeking to amend this Code by changing the permitted uses in any zone district shall be accompanied by a development plan. This requirement may be waived by Staff if it finds that the projected size, complexity, anticipated impacts or other factors associated with the proposed development or subdivision clearly justify such waiver.”

While no new development is planned, the rezoning can still be reviewed for compatibility and consistency with the policies and intent of the Comprehensive Plan and with existing growth and development patterns in the Estes Valley.

The Comprehensive Plan has nine Guiding Principles for the Estes Valley, including “Housing opportunities sufficient to support a multigenerational, year-round community.” (p. 7) The Plan goes on to state:

*To achieve the multigenerational, year-round community envisioned in Estes Valley, the workforce needs stable, affordable housing options and a housing market that will allow diverse young families to grow into the community. Demand for housing in Estes Valley has outpaced supply for years leading to decreasing affordability, overcrowding of the few housing options that are available, increasing reliance on commuters to fill jobs, and jobs going unfilled. This Housing element establishes goals and policies to create housing opportunities. By investing in housing to meet*
the needs of the workforce and families there will be more housing choices for the entire community including seasonal workers and those seeking to age in Estes.

Furthermore, the Plan recommends the following action:

**H 1.F:** Continue limit to short-term rental of residential units, within the limits of the Town’s authority, and consider reducing the number of short-term rentals to encourage more long-term rental units for housing.

In addition to housing policies, the Comprehensive Plan encourages implementation of the Downtown Plan, as stated in the following action:

**BE 3.D:** Continue implementation of the Estes Park Downtown Plan by integrating the recommendations for each Character Area into land use policy and the Development Code.

The rezoning could indirectly support the following components of the Downtown Plan:

- Character Area 1 Key Objective of promoting redevelopment along river edges and Elkhorn Avenue.
- Community Character Principle of using land efficiently by promoting a moderate increase in density and intensity of development

**Staff Finding:** The proposed rezoning is not fully compatible and consistent with the policies and intent of the Estes Forward Comprehensive Plan. In particular, the proposal is not consistent with the housing policies and intent.

Municipal Code Section 5.20.110(b) caps the number of vacation rentals allowed in residential zones to 322 licenses in effect at any given time. Rezoning the subject property from RM to CO would allow the owners of the eleven dwelling units not currently licensed as vacation rentals to apply for licenses to be converted to vacation rentals. Additionally, the four existing licenses would no longer count against the cap of 322, meaning four other dwelling units in town would become eligible to be converted to vacation rentals.

The Vacation Home Rental Fee Study prepared by Root Policy Research and presented to the Board of Trustees on 2022 attempted to quantify the impact of vacation rentals on the local housing market. It found that the continued operation of vacation rentals has a detrimental impact on the availability of workforce housing within the Town:

*Every 100 STRs in Estes Park leads to a loss of 3-9 rental units and 4-9 ownership units that would otherwise be occupied by local residents (total resident housing loss of 7-18 units). In addition, every 100 STRs in Estes*
Park result in an $11 increase in monthly rent of resident units and a $6,500 increase in home prices.

Not every vacation rental is a lost opportunity for workforce housing but the study shows there’s an overall negative impact by vacation rentals on housing affordability.

While not compatible and consistent with the Comprehensive Plan housing policies, the rezoning is consistent with the Comprehensive Plan intent of implementing the Downtown Plan, particularly the Downtown Plan objective of promoting redevelopment along river edges and Elkhorn Avenue and the principle of using land efficiently by promoting a moderate increase in density and intensity of development. No redevelopment is proposed at this time but conversion of units to vacation rentals could be considered an increase in intensity.

Similarly, the rezoning would be compatible and consistent with existing growth and development patterns in the Estes Valley and surrounding neighborhood. The corridor is largely accommodations uses which, should the subject units be converted to vacation rentals, would be a compatible and consistent use.

3. The Town, County or other relevant service providers shall have the ability to provide adequate services and facilities that might be required if the application were approved.

Staff Finding: The property is developed with existing residential and vacation home uses and is currently served by utilities. No comments in opposition to the rezoning were received and no comments indicated an inability to provide adequate services and facilities from service or utility providers.

Other applicable provisions of the EPDC

- EPDC § 4.4.B addresses permitted uses in Table 4-4. Multi-family dwellings are not permitted in the requested CO zone district, meaning the dwellings would be a non-conforming use. As such, additions or alterations to the structures may become impossible as EPDC § 6.4 prohibits expansion of non-conforming uses.

Advantages:
- Avoids creating a split zoned property if the subject parcels are combined.
- If dwelling units are converted to vacation rentals, such a use is compatible and consistent with existing growth and development patterns in the surrounding neighborhood.
- Consistent with the Comprehensive Plan intent of implementing the Estes Park Downtown Plan.
Disadvantages:
- Does not meet EPDC § 3.3.D.1 review criteria regarding changes in conditions in the area.
- Does not meet EPDC § 3.3.D.2 review criteria regarding compatibility and consistency with the housing policies and intent in the Estes Forward Comprehensive Plan.
- Does not meet EPDC § 3.3.D.2 review criteria regarding compatibility and constituency with the housing policies and intent in the Estes Forward Comprehensive Plan.
- Does not comply with EPDC § 4.4.B - Table 4-4 - Permitted Uses: Nonresidential Zoning Districts and would create a non-conforming use.

Action Recommended:
At their May 21, 2024 meeting Planning Commission forwarded to Town Board a recommendation of denial consistent with staff’s recommendation of denial of the proposed Zoning Map Amendment, including the following findings of fact:

1. The Planning Commission is the Recommending Body for the Zoning Map Amendment.
2. The Town of Estes Park Board of Trustees is the Decision-Making Body for the Zoning Map Amendment.
3. The application does not comply with EPDC § 3.3.D.1. There have been changes in conditions in the area, but they are not substantial enough or of a nature that makes rezoning necessary to address the changes.
4. The application does not comply with EPDC § 3.3.D.2. The proposed rezoning is not compatible and consistent with the housing policies and intent in the Estes Forward Comprehensive Plan.
5. The application complies with EPDC § 3.3.D.3. The application has been submitted to all applicable reviewing agency staff for consideration and comment. No comments indicated an inability to provide adequate services and facilities.
6. The application does not comply with EPDC § 4.4.B - Table 4-4 - Permitted Uses: Nonresidential Zoning Districts and would create a non-conforming use.

Level of Public Interest
Public interest in this item appears to be low.

A neighborhood and community meeting regarding the rezoning project was held in the at US Bank on April 12, 2024. Two owners attended but no neighbors or anyone else with concerns/questions attended. No public comments have been received about the rezoning.

In accordance with the notice requirements in the EPDC, notice of the Town Board meeting was published in the Estes Park Trail-Gazette, on June 7, 2024. Notice was mailed to all required adjacent property owners on June 5, 2024.

Any public comments received will be posted to:
Sample Motion:
1. I move that the Town Board of Trustees **approve** Ordinance 09-24.

2. I move that the Town Board of Trustees **deny** Ordinance 09-24 based on the findings of fact recommended by staff and Planning Commission.

3. I move to continue the application to the next regularly scheduled meeting, finding that … [state reasons for continuing].

Attachments:
1. Ordinance 09-24
2. Application
3. Statement of Intent

https://estespark.colorado.gov/currentapplications
ORDINANCE 09-24

AN ORDINANCE REZONING 540 and 550 WEST ELKHORN AVENUE FROM RM (MULTIFAMILY RESIDENTIAL) TO CO (OUTLYING COMMERCIAL)

WHEREAS, the properties addressed 540 and 550 West Elkhorn Avenue, legally described on Exhibit A, are currently zoned RM (Multifamily Residential); and

WHEREAS, the property owner’s association (Elkhorn Plaza Association) has requested the property be rezoned to CO (Outlying Commercial); and

WHEREAS, the Estes Park Planning Commission has recommended denial of the rezoning as proposed; and

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

Section 1: The Board finds this Official Zoning Map amendment meets all review criteria in the Development Code.

Section 2: The application for rezoning is hereby approved.

Section 3: This Ordinance shall take effect and be enforced thirty (30) days after its adoption and publication by title.

PASSED AND ADOPTED by the Board of Trustees of the Town of Estes Park, Colorado this 9th day of July, 2024.

TOWN OF ESTES PARK

Mayor

ATTEST:

______________________________
Town Clerk

I hereby certify that the above Ordinance was introduced at a regular meeting of the Board of Trustees on the 9th day of July, 2024 and published by title in a newspaper of general circulation in the Town of Estes Park, Colorado, on the 12th day of July, 2024, all as required by the Statutes of the State of Colorado.

______________________________
Town Clerk

APPROVED AS TO FORM:

______________________________
Town Attorney
# Estes Park Planning Department

## Application

### Submittal Date: 1/6/2024

### Type of Application
- [ ] Pre-App
- [ ] Development Plan
- [ ] Special Review
- [ ] Preliminary Subdivision Plat
- [ ] Final Subdivision Plat
- [ ] Minor Subdivision Plat
- [ ] Amended Plat

### General Information

**Project Name:** Elkhorn Plaza Lodges Condominium Rezone

**Project Description:** Rezone two of the three lots owned by the Elkhorn Plaza Assoc to CO. One lot is already CO

**Project Address:** 540 and 550 West Elkhorn Avenue

**Legal Description:** Elkhorn Plaza Lodges Condominiums Units A1-7 and B1-8

**Parcel ID #** 3525254001-016

### Site Information

**Lot Size:** 35,018 sq ft, 0.804 acres

**Area of Disturbance in Acres:**

- Residential Mult-Family

**Minimal new disturbance proposed**

**Existing Land Use:** Residential Mult-Family

**Proposed Land Use:** Residential Mult-Family

**Existing Water Service:**
- [X] Town
- [ ] Well
- [ ] None
- [ ] Other (specify)

**Proposed Water Service:**
- [X] Town
- [ ] Well
- [ ] None
- [ ] Other (specify)

**Existing Sanitary Sewer Service:**
- [X] EPSD
- [ ] UTSD
- [ ] Septic
- [ ] None

**Proposed Sanitary Sewer Service:**
- [X] EPSD
- [ ] UTSD
- [ ] Septic
- [ ] None

**Is a sewer lift station required?**
- [X] Yes
- [ ] No

**Existing Gas Service:**
- [X] Xcel
- [ ] Other
- [ ] None

**Existing Zoning:** RM

**Proposed Zoning:** CO

**Site Access (if not on public street):** 540 and 550 Elkhorn Avenue

**Are there wetlands on the site?**
- [ ] Yes
- [X] No

**Site staking must be completed as required/requested by Planner.**
- [ ] Yes
- [X] No

### Primary Contact Information

**Name of Primary Contact Person:** Joe Coop for Van Horn Engineering

**Complete Mailing Address:** 1043 Fish Creek Rd, Estes Park, CO 80517

**Primary Contact Person is:**
- [ ] Owner
- [ ] Applicant
- [X] Consultant/Engineer

### Attachments

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

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

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

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

MINERAL RIGHT CERTIFICATION

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

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

Names:

Record Owner  PLEASE PRINT: Eric Mankin
Applicant  PLEASE PRINT: Eric Mankin

Signatures:

Record Owner  [Signature]  Date 1-24-2024
Applicant  [Signature]  Date 1-24-2024
APPLICANT CERTIFICATION

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

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

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

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

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

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

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

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

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

Names:

Record Owner: PLEASE PRINT: Eric H MARKIN
Applicant: PLEASE PRINT: Eric H MARKIN

Signatures:

Record Owner: [Signature]
Applicant: [Signature]  

Date 1-24-2024
STATEMENT OF INTENT
REZONING REQUEST
THE ELKHORN PLAZA ASSOCIATION
Being a portion of the Northeast Quarter of Section 26, and the Northwest
Quarter of Section 25,
Township 5 North, Range 73 West of the 6th P.M.,
Town of Estes Park,
Larimer County, Colorado.
January 26, 2024
Revised May 13, 2024

PROJECT LOCATION:
540 and 550 West Elkhorn Avenue

OWNER:
Elkhorn Plaza Association

PROJECT DESCRIPTION FOR THE ELKHORN PLAZA ASSOCIATION:
This rezoning request came about from a series of revelations that occurred when the Elkhorn Plaza
Association decided it was time to rebuild their decks. The decks are over 50 years old now and in need of
replacement. The condominiums were built in 1968 and 1970. The decks are a little small by current
standards, so the owners would like to rebuild the decks a little bigger, ten feet wide, as opposed to replacing
them at 5’-4” – 6’ as they are now. Unfortunately the current decks are already in violation of the 10’ rear yard
setback and the 30’ Fall River setback. Any expansion will require a variance to both setbacks. The variance
application is in process simultaneously with this rezoning application.

In order to enlarge the decks, an amended condominium map will need to be prepared to accommodate for the
increase in the Limited Common Elements for each unit. The initial condominium property was one of the
first ones in the Estes Park area, condominiumized in 1968 and 1970, and it was set up a little differently than
they typically are now. Each building was condominiumized on its own lot, each with different names,
however the condominium declarations were prepared as one association, which isn’t standard. The owners
would like to update the condominium maps by combining the lots into one lot to be consistent with the
declarations. This would include the separate vacant lot the association acquired in 1971. That separate lot is
triangular shaped, mostly in floodplain and is located to the north of the buildings along the Fall River. The
advantage they see is that if the buildings are redeveloped in the future, the property will be more conforming
to modern approaches as to size and can accommodate a larger development without the constraints of the
current property lines. The lot consolidation will also eliminate the need for setback variances to the rear lot
lines in the variance request. This lot consolidation process would be done through the amended condominium
map process if the rezoning is approved and once they are built. Ironically, the setbacks will increase from 10’
to 15’ if this rezoning request is approved, so the lot consolidation would be even more appropriate since they
would need a larger variance in the CO zone.

The final revelation was made when it was noted that the vacant lot is zoned CO and the two condominium
lots are zoned RM. The lot consolidation would thus create a split zoned property. This isn’t illegal, but it
isn’t appropriate. This is why we are requesting the rezone. The vacant lot has been owned by the association
since 1971, but the rezoning process in 2000 did not take into account common ownership and rezoned the
condominium properties from CO to RM, but did not rezone the vacant lot. They basically spot zoned only the
condominiums lots in 2000. Several of the current owners were owners in 2000 and do not recall the change in zoning. They feel this was not right since they were essentially downzoned without their notification. The HOA as a group would like their zone to go back to what it was prior to the 2000 rezoning effort. The CO zone would be more consistent with the neighboring lots which are all CO as well. It would make the property more amenable to redevelopment. It would also enable the properties to more easily be rented nightly since this is in an accommodations corridor and they are within walking distance of town and provide their own parking. Five of the units are already nightly rentals and this would make the nightly rental conforming as to zone. One concern with the rezone to CO is that it would make the residential units a non-conforming use. It essentially would make them legal non-conforming. However the five units that are already vacation rentals would be legal since it is a permitted use in the CO zone.

**Standards for Review:**

1. *The amendment is necessary to address changes in conditions in the areas affected;* This rezoning request is appropriate in order to combine the lots to avoid a split zoned lot. The lots were all zoned CO in 1999 but the town changed it, as mentioned earlier, with the 2000 Rezoning and Code effort. As stated above the owners would like their old zone back that was changed without their knowledge. It also reflects the use of the property since several of the owners rent them as nightly rentals and several would also like to rent nightly. This property is ideal for nightly rental because it is close to town and nightly rentals would subsequently be a legal use in the C-O zone. The Maxwell Inn and the Elkhorn Lodge are their immediate neighbors and they are zoned for nightly rentals, so this use fits in the neighborhood.

2. *The development plan, which the proposed amendment to this Code would allow, is compatible and consistent with the policies and intent of the Comprehensive Plan and with existing growth and development patterns in the Estes Valley;* This is consistent with the Comprehensive plan to have high density close to town and walkability for tourists. Otherwise, nothing is really changing with this rezoning request.

3. *The Town, County or other relevant service providers shall have the ability to provide adequate services and facilities that might be required if the application were approved.* All utilities are currently serving the property.

Thank you for your consideration of this proposal.

Sincerely,
Joseph W Coop,
Van Horn Engineering
PROCEDURE FOR PUBLIC HEARING

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

1. MAYOR.

   The next order of business will be the public hearing on **ACTION ITEM #1 ORDINANCE 11-24 AMENDING SECTION 5.20.110 OF THE ESTES PARK MUNICIPAL CODE REGARDING BED AND BREAKFAST INN**.

   - At this hearing, the Board of Trustees shall consider the information presented during the public hearing, from the Town staff, public comment, and written comments received on the item.

   - Any member of the Board may ask questions at any stage of the public hearing which may be responded to at that time.

   - Mayor declares the Public Hearing open.

2. STAFF REPORT.

   - Review the staff report.

3. PUBLIC COMMENT.

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

4. MAYOR.

   - Ask the Town Clerk whether any communications have been received in regard to the item which are not in the Board packet.

   - Ask the Board of Trustees if there are any further questions concerning the item.

   - Indicate that all reports, statements, exhibits, and written communications presented will be accepted as part of the record.

   - Declare the public hearing closed.

   - Request Board consider a motion.

7. SUGGESTED MOTION.

   - Suggested motion(s) are set forth in the staff report.
8. **DISCUSSION ON THE MOTION.**
   Discussion by the Board on the motion.

9. **VOTE ON THE MOTION.**
   Vote on the motion or consideration of another action.

*NOTE:* Ordinances are read into record at the discretion of the Mayor as it is not required to do so by State Statute.
Memo

To: Honorable Mayor Hall
   Board of Trustees

Through Town Administrator Machalek

From: Jackie Williamson, Town Clerk

Date: July 9, 2024

RE: Ordinance 11-24 Amending Section 5.20.110 of the Estes Park Municipal Code Regarding Bed and Breakfast Inn

(Mark all that apply)
☑ PUBLIC HEARING ☐ ORDINANCE ☐ LAND USE
☐ CONTRACT/AGREEMENT ☐ RESOLUTION ☐ OTHER__________________

QUASI-JUDICIAL ☑ YES ☐ NO

Objective:
Consider amendments to the bed & breakfast regulations to align their operations with the Colorado statutory definition and the regulations of the Larimer County Assessors, and to clearly differentiate them from vacation homes.

Present Situation:
The Town Board approved Ordinance 06-23 at their May 23, 2023 meeting placing a moratorium on new bed & breakfast licenses for 6 months to provide staff time to develop amendments to the current regulations. Staff presented an ordinance outlining proposed regulation amendments at the November 14, 2023 meeting, and the Board requested staff provide further clarification/review of the drafted code amendments regarding innkeeper residency, food safety & service, kitchen use, and grandfathering. Ordinance 12-23 was approved by the Board at their November 28, 2023 meeting to extend the moratorium for an additional 6 months expiring May 23, 2024. An additional report was presented to the Board on April 9, 2024 related to grandfathering options. The Board requested the item be addressed by the newly seated Board, therefore, an additional three-month moratorium expiring August 23, 2024 was approved with Ordinance 08-24. A study session was held with the Board on May 28, 2024 and staff was provided direction to move forward with an ordinance for the Board’s consideration at an upcoming meeting to align the Town’s definition with the state and county, require innkeepers to reside in the same unit as the B&B, require innkeeper interaction with guests, innkeeper must be available within 30 minute response time, offer breakfast, no transferability of new licenses, drawing outlying areas used by the guest, require life safety inspection, define the rental of sleeping areas, and outlining a grace period for
currently licensed B&Bs to come into compliance with the new regulations by January 1, 2026.

**Proposal:**
The attached proposed ordinance would amend the Municipal code to address the items outlined above, more specifically, define the local representative for a bed and breakfast as the “innkeeper”; the innkeeper could be the homeowner of record or an onsite manager required to be reside on the property and be onsite while the property has guests; the innkeeper could be up to three different individuals; the innkeeper(s) must demonstrate residence for at least nine months of the year; the innkeeper must be available to interact with the guests and be available in the event of an emergency; require a floor plan to distinguish between guest spaces, innkeeper spaces, and common areas; and a fully cooked prepared breakfast must be offered daily for each night's stay and be clearly outlined in the advertisement or listing for the bed and breakfast. The proposed ordinance requires all new applications filed after May 23, 2023 to adhere to the regulations outlined in the proposed ordinance. Current licenses would have until January 1, 2026 to adhere to the new regulations.

The proposed ordinance also contains some minor cleanup of language such as the definition of local representative, new building code reference for life safety inspection requirement, and other small typos or clarifications.

**Advantages:**
- Align the Town codes with the statutory definition and the Larimer County Assessor.
- Clearly outline the regulations for the operation of a bed & breakfast for staff, owners and neighbors.
- Differentiate a bed and breakfast from a vacation home.
- Provide current operations a grace period to come into compliance with the new regulations.

**Disadvantages:**
- Current businesses would need to change operations to meet the new code requirements.
- Additional application requirements would be required.
- Fewer bed & breakfast applications may be received.

**Action Recommended:**
Approve Ordinance 11-24.

**Finance/Resource Impact:**
None.

**Level of Public Interest.**
Low.

**Sample Motion:**
I move to approve/deny the Ordinance 11-24.

**Attachments**
1. Ordinance 11-24
2. Amendments
ORDINANCE NO. 11-24

AN ORDINANCE AMENDING SECTION 5.20.110 OF THE ESTES PARK MUNICIPAL CODE REGARDING BED AND BREAKFAST INNS

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.

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

Section 1: Section 5.20.110 of the Estes Park Municipal Code is hereby amended, by adding underlined material and deleting stricken material, as set forth on Exhibit A. Ellipses indicate material not reproduced as the Board intends to leave that material in effect as it now reads.

Section 2: Ordinance 08-24 is hereby repealed.

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 9th day of July, 2024.

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 9th day of July, 2024 and published in a newspaper of general circulation in the Town of Estes Park, Colorado, on the 12th day of July, 2024, all as required by the Statutes of the State of Colorado.

______________________________
Town Clerk

APPROVED AS TO FORM:

______________________________
Town Attorney
5.20.110 Additional provisions for vacation homes and bed and breakfast inns.

(a) Business license application requirements.

... 

(2) Local representative. Local representatives shall be designated as follows:

... 

b. Bed and breakfast inns. The application for a business license for any bed and breakfast inn shall designate the resident owner or on-site manager (collectively, an “innkeeper” for the purposes of this section) residing on the premises who can be contacted and is on the property twenty-four (24) hours per day when the bed and breakfast is in operation, regarding any violation of the provisions of this Section. The person set forth on the application innkeeper shall be the representative of the owner for immediate violation resolution purposes with regard to the bed and breakfast inn.

... 

(8) Life safety inspection.

a. Requirement. To be issued a license, a vacation home or bed and breakfast inn must first undergo and pass a life safety inspection or other required building inspection, as applicable, and receive a certificate of occupancy that allows for such use, such as described in Section 14.12.025 080 of this Code, section R33227 of the International Residential Code as amended.

... 

e. Bed and breakfast inn life safety inspections. To be issued a license, a bed and breakfast inn must first undergo and pass a life safety inspection as described for vacation homes and for large vacation homes in Section 14.12.080 of this Code, section R332 of the International Residential Code as amended. That section hereby applies to bed and breakfast inns equally as it does to vacation homes and large vacation homes, and a bed and breakfast inn must similarly be issued a certificate of occupancy allowing for such bed and breakfast inn use. This subparagraph (e) shall apply to all bed and breakfast inns first licensed after May 23, 2023. It shall also apply to all bed and breakfast inns, including those previously licensed, effective January 1, 2026. When this subparagraph applies, subparagraphs (b)-(d) of this section (8) shall also apply.

... 

(d) Renewal.

(1) Business licenses for vacation homes in residential zoning districts that are deemed active as of December 31 in any given year shall have priority for renewal in the following calendar year over any new applications for business licenses for vacation homes in residential zoning districts, provided a renewal for said active registration license is received and deemed complete and proper, all required inspections passed, and fees paid by January 31 of the renewal calendar year.

... 

(e) Operating requirements.

... 

(7) Occupancy for bed and breakfast inns.
a. Maximum occupancy—Eight-and-under occupants. The maximum allowable occupancy shall be limited by a maximum of two (2) guests per bedroom plus two (2) guests. The maximum allowable occupancy for an individual bed and breakfast inn shall be eight (8) occupants.

b. Maximum occupancy—Nine-and-over occupants. A residential structure with four (4) or more sleeping rooms may be permitted as a bed and breakfast inn if granted zoning approval by special review in accordance with the S2 procedure described in the Estes Park Development Code. The maximum occupancy in a nine-and-over occupant bed and breakfast inn shall be as specified in the special review approval granted by the Town Board; provided that occupancy shall be limited to a maximum of two (2) individuals per sleeping room plus two (2) individuals per bed and breakfast inn.

c. One (1) bedroom must be assigned to the resident owner or on-site manager innkeeper and therefore not added to the maximum occupancy calculations in paragraphs (7)a. and (7)b. above.

(8) Number of parties.

a. Vacation homes in residential zone districts as those districts are defined in Subsection (b) above shall be rented, leased or furnished to no more than one (1) party at a time, occupying the vacation home as a single group. Owners of the vacation home shall not occupy the vacation home while a party is present. All occupants shall be registered by name on or before the time of the party's initial occupancy. The name registry shall be maintained by the property owner, local representative or manager, and shall be made available to the Town or any other appropriate regulatory entity upon request.

. . .

(14) In the CD Downtown Commercial zoning district, vacation homes and bed and breakfast inns shall not be located on the ground floor of a building fronting on Elkhorn Avenue.

. . .

(16) Meal service. Bed and breakfast inns may provide meal service to registered overnight guests.

(17) The owner of a bed and breakfast inn, or the on-site manager employed by the owner, must reside on the premises at all times when the bed and breakfast inn is in operation.

(16) Additional operating requirements for bed and breakfast inns.

a. The innkeeper of a bed and breakfast inn must reside on the premises when the bed and breakfast inn is in operation.

b. The innkeeper must actually reside on the bed and breakfast inn premises at least nine months of the year.

c. To reside on the premises for the purposes of this paragraph (16) means to reside in the same dwelling unit, as defined in the Estes Park Development Code, as the bed and breakfast inn. The innkeeper must not reside in a space that qualifies as a dwelling unit distinguishable from the dwelling unit constituting the bed and breakfast inn.

d. The innkeeper must be readily accessible in person to guests at all reasonable times; must regularly interact in person with all guests; and must be available to guests immediately or within thirty minutes, in person, in case of emergency.

e. The innkeeper must offer all guests of the bed and breakfast inn a fresh-cooked breakfast prepared on site for each night of the guest’s occupancy, at no charge other than the fee for the lodging accommodations. The meal shall be noted as included with the fee in all advertisements and listings for the lodging.

f. Any new application or application for renewal for a bed and breakfast inn may include up to three individuals who collectively shall satisfy the obligations of the innkeeper under this section; provided however, that if more than one individual is designated, (i) the application
shall provide a single set of contact information, in the form required by the Town Clerk, which shall immediately reach whichever individual is acting as the innkeeper at that time, and (ii) the application shall include a schedule of when each individual is planned to act as the innkeeper over the license year and subsequent renewal period. Any such application information may be amended during the license year, with repayment of the business license fee as a reprocessing fee.

g. Multiple parties. Bed and breakfast inns are intended to be rented out room-by-room, to multiple parties. One sleeping room of a bed and breakfast inn must be occupied by the innkeeper and not guests. A bed and breakfast inn with more than two sleeping rooms must advertise and rent the premises on a per-sleeping-room basis, with no prohibition or discouragement of multiple parties lodging at the same time within the bed and breakfast inn, and no discount or other enticement for renting more than one room.

h. The application for a bed and breakfast inn must include a drawing, in the form required by the Town Clerk, displaying the areas of the property (i) utilized by the guests exclusively, except as needed for cleaning, (ii) utilized exclusively by the innkeeper, and (iii) utilized by both as common areas. Operation of the bed and breakfast inn shall adhere to this representation.

i. The requirements of paragraph (16) shall apply to all bed and breakfast inns first licensed after May 23, 2023. They shall apply to all bed and breakfast inns, including those previously licensed, effective January 1, 2026.
Report

To: Honorable Mayor Hall  
   Board of Trustees

Through: Town Administrator Machalek

From: Reuben Bergsten, Utilities Director and Joe Lockhart, Line Superintendent

Date: July 9, 2024

RE: Proposed Electric Rate Increase

Objective:
To maintain financial health and electric infrastructure reliability, we are proposing an increase in electric rates in our public forum to gather feedback from our customers.

Present Situation:
The 2019 study did not contemplate many of these increased costs.

Despite the challenges, we are proactively seeking cost control opportunities. We work to secure grants, realign resources for greater effectiveness, and collaborate with other utilities on shared services. These efforts ensure efficient financial management, putting downward pressure on rates.

At the March 12th, 2024, study session, staff presented financial rate study results with a proposed 5% increase. Three late spring weather events delayed our completion of the cost-of-service portion of the rate study.

While a rate increase may seem unwelcome, investing in our future is vital.

Proposal:
We are proposing an overall rate increase of 5.0% starting in October 2024.

Electric rates for 2025 and 2026 will be brought forward in early 2025 when the full cost-of-service analysis has been completed.

Advantages:
- Maintain adequate financial health to operate the enterprise
- Meet our bond covenant obligations
- Fund projects required to improve reliability, quality and safety of our system

Disadvantages:
Higher cost of electricity; however, our Town strives to provide high-quality, reliable electricity while being good stewards of our natural surroundings

**Action Recommended:**
Staff recommends the Board continue asking questions and consider the proposed rate increase at the next two board meetings.

**Finance/Resource Impact:**
If approved, the revenues are expected to increase by 5%

**Level of Public Interest**
High, increases in utility rates will touch every Power and Communications customer

**Attachments:**
None.