



**TOWN OF ESTES PARK BOARD OF TRUSTEES  
SPECIAL TOWN BOARD MEETING**



**BOARD OF LARIMER COUNTY COMMISSIONERS  
WORK SESSION ONLY**

**Tuesday, February 19, 2019**

**6:30 p.m.**

**Town Hall Board Room**

*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.*

- Mayor Jirsa & Commissioner Donnelly to Open the meeting
- Introductions
- Meeting Objective – Discuss the Estes Valley Comprehensive Plan Rewrite in Context of Intergovernmental Agreement (IGA) and the Joint Planning Area
  1. Overview of Meeting Objective (Town Administrator Lancaster)
  2. History of the IGA and Joint Planning Area (Town Attorney White)
  3. Mechanics of the IGA (Town Community Development Director Hunt)
  4. Alternative Joint Planning Agreements/Growth Management Areas (County Community Development Director Ellis)
  5. Questions and options for moving forward (County Manager Hoffmann)
- Next Steps for Comprehensive Plan Rewrite and IGA
  1. Town Board may elect to introduce motion(s) (take action)
- Discussion of Structure for Proposed Stormwater Fees (Public Works Director Muhonen)
- Adjourn

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

\*This meeting will be recorded and available live online.

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TOWN OF ESTES PARK

COMMUNITY DEVELOPMENT

# Report

**To:** Honorable Mayor Jirsa  
Board of Trustees  
Board of Larimer County Commissioners

**Through:** Town Administrator Lancaster

**From:** Linda Hoffmann (Larimer County Manager), Jeannine Haag (Larimer County Attorney), Lesli Ellis (Larimer County Community Development Director), Michael Whitley (Larimer County, Planner II), Matthew Lafferty (Larimer County, Principal Planner), Randy Hunt (Town of Estes Park, Community Development Director), Greg White (Town of Estes Park, Town Attorney) Jeffrey Woeber (Town of Estes Park, Community Development, Senior Planner)

**Date:** February 19, 2019

**RE:** *Joint Meeting, Town of Estes Park Board of Trustees and Board of Larimer County Commissioners, Discussion of the Intergovernmental Agreement (IGA) between the Town and the County Regarding the Estes Valley Planning Area*

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## **Purpose and Overview**

This memo provides background and information about the Town of Estes Park and the Larimer County Intergovernmental Agreement (IGA) related to the Estes Valley Planning Area (“the Planning Area”) and its history, mechanics, and options for the future in advance of the joint work session on February 19. (See **Attachment A: IGA and Amendments.**)

At the work session, Town and County staff will provide additional information, analysis, and discussion on options for how proceed with the Estes Valley Comprehensive Plan update. The work session will help staff shape community discussion on other facets of the IGA and joint planning, such as the joint Planning Commission, County and Town staff responsibilities, and Development Code options.

Staff seeks direction from the Town Trustees and Board of County Commissioners on the following questions:

1. Should the update of the Estes Valley Comprehensive Plan (“the Comp Plan”) proceed in 2019?
2. If so, should the Town and County jointly or separately update the Comp Plan?

3. Would the Trustees and Commissioners like staff to conduct additional community outreach or analysis related to the Comp Plan update or options for the Intergovernmental Agreement or joint planning (e.g., extension, revisions, or a new path forward)?

### **Background and History of the Intergovernmental Agreement (IGA)**

In the early 1990s, land use in the Estes Valley was regulated like most County/Town relationships in Colorado. The Town and the County had separate land use codes and did not participate in land use planning with each other. The Town's land use code had not been updated for several years; and the County's Land Use Code was rudimentary and did not address issues such as lot sizes, development density, and land uses in the properties surrounding the Town.

At that time, the Town Board and Board of County Commissioners determined to move forward with joint land use planning for the Estes Valley (the Estes Valley Planning Area). The Comprehensive Plan Task Force was formed to pursue a Joint Comprehensive Plan. This resulted in the Estes Valley Comprehensive Plan which was adopted as part of the Larimer County Master Plan in 1996 and as the Town's Comprehensive Plan in 1997. The primary purpose of the Comprehensive Plan was to provide for a unified Estes Valley land use plan and address the deficiencies in both the Town and County's Land Use Codes.

House Bill 96-1119 was signed into law by Gov. Romer on April 25, 1996. This legislation changed the law to allow the creation of the joint Estes Valley Planning Commission. In 1998, additional legislation allowed the creation of the joint Estes Valley Board of Adjustment. With the adoption of the Estes Valley Comprehensive Plan, the Town and the County established the Estes Valley Planning Commission which drafted the Estes Valley Development Code and Zoning Plan to cover all the properties within the Estes Valley Planning Area. The Joint Land Use Planning Project culminated with the adoption of the IGA between the County and the Town, and the Estes Valley Development Code and Zoning Plan, effective February 1, 2000.

### **The Mechanics of the Agreement**

Key components of the Town and County agreement include:

1. Estes Valley has its own Estes Valley Planning Commission (EVPC), with four members appointed by the County and three by the Town to review developments in the Estes Valley as required by code.
2. The agreement also gives authority to a single Estes Valley Board of Adjustment (EVBOA) that is jointly appointed (3 members appointment by the Town and 2 members by the County).
3. The agreement includes policies for annexation, but a single code and zoning reduce the land-use significance of the action.
4. The Estes Valley Development Code addresses zoning throughout the Planning Area, and the agreement describes other rules that apply to development such as density, uses, streets and roads standards. Not all these other rules were made jointly



applicable; for example, floodplain regulations and signs remain separate between Town and County Codes.

5. Decision-making authority generally lies with respective elected representatives, with the EVPC mostly serving in an advisory capacity. A few matters, such as review of certain types of development plans, are authorized as approvals by EVPC, with appeals possible to the respective governing body. Final decisions depend on the jurisdictional location of the development. For unincorporated Larimer County, the final decision lies with the Board of County Commissioners. In Town limits, the Town Board of Trustees decide.
6. Generally, Town staff in Community Development review and manage the land use code throughout the planning area on behalf of the County. County staff serve as a resource. The agreement notes staffing responsibilities and differences related to Code Enforcement and legal advice.

### **Other City and Town Growth Management and IGAs**

Other communities in Larimer County and Colorado often coordinate on land use planning by adopting IGAs to define how they will work together and forming Urban Growth Areas (UGAs) or Growth Management Areas (GMAs) around municipal boundaries and. These local agreements set forth procedures to share land use authority within designated planning areas so that development occurs in a manner that is compatible with the adjacent town or city. Such local agreements often require developers to annex to the city or town prior to development to ensure consistency with community values and plans and to address adequate urban service provision for higher density town-like development. Staff will provide examples and be prepared to discuss various forms of joint planning agreements at the work session.

### **Recent Activity in the Valley - What's Different Now?**

Twenty years ago, outward growth in the Valley created a need for Town/County coordination. Recent development trends suggest more infill and redevelopment activity in the Town and a pattern of little remaining development of private land in the Valley's unincorporated areas. Over its two decades, the IGA has served the community well and addressed its original intent. However, circumstances have changed with the passage of time, and the Town and County may see value in revisiting the agreement's provisions and fine tuning how the Town and County work together.

Additionally, to address changed conditions, trends, and new needs, the Town and County have been preparing to update the Comp Plan (the vision for the Valley) in 2019. Questions have arisen about the timing of the plan update and whether it should continue to be jointly prepared and adopted or whether the Town and County should each develop plans for their respective jurisdictions.

### **Next Steps and Considerations?**

**Attachment B: Future Land Use Administration for the Estes Valley**, provides a decision flow chart showing possible paths forward starting with decisions about the Comp Plan. The chart notes that the first important decision or milestone is whether to update the Comp Plan this year, and if so, whether to do so jointly.



If the Town and County determine to prepare a joint Comp Plan, they should also further discuss how it may be prepared (e.g., staffing, funding, vendor, adoption process) and whether it is desirable to continue with joint Land Use Code or to move toward separated codes. An IGA update will be necessary if a joint Comprehensive Plan is prepared and adopted, but the characteristics in the update would be different to reflect jurisdictional requirements and intentions. It is also possible that each entity could do a plan for respective jurisdictions concurrently and collaboratively as separate work products, or that the Town could proceed with a plan for the incorporated area and the County could follow. Some of the decisions about the code may be able to wait until after the plan is updated.

Preparing and adopting separate plans would likely lead to revisiting the Land Use Code and zoning – perhaps preparing and administering them separately as well, meaning the IGA would need to be updated. If the Town and County decide to proceed separately, then it soon will be time to discuss how to update or revise the IGA to address transitions of staffing, the EVPC, the EVBOA, and the planning area administration. The Town and County may see value in revisiting the agreement's provisions and discussing how the entities may work together to achieve their visions and goals going forward.

The flow chart should aid the Trustees and Commissioners in discussion and in providing direction to staff on the three questions noted at the beginning of the memo:

1. Should the update of the Estes Valley Comprehensive Plan (“the Comp Plan”) proceed in 2019?
2. If so, should the Town and County jointly or separately update the Comp Plan?
3. Would the Trustees and Commissioners like staff to conduct additional community outreach or analysis related to the Comp Plan update or options for the Intergovernmental Agreement or joint planning (e.g., extension, revisions, or a new path forward)?

**Attachments:**

- A. IGA and Amendments (2000, 2003 Amendment, 2010 First Amendment, 2014 Second Amendment, 2015 Third Amendment, 2017 Fourth Amendment)
- B. Future Land Use Administration for the Estes Valley (Decision Chart)



(RAH)

THIS AGREEMENT, effective this 1<sup>st</sup> day of February, 2000,  
between the TOWN OF ESTES PARK, COLORADO (the "Town"), and the  
BOARD OF COUNTY COMMISSIONERS, LARIMER COUNTY,  
COLORADO (the "County").

WHEREAS, the Estes Park Planning Commission and the Larimer County Planning Commission have adopted the Estes Valley Comprehensive Plan ("the Comp Plan") for the land area in the Estes Valley Planning Area ("the Planning Area"); and

WHEREAS, the Comp Plan proposed a future uniform land use classification system and administrative procedures for the Planning Area; and

WHEREAS, the Town and the County established the Estes Valley Planning Commission ("EVPC") by an Intergovernmental Agreement effective September 16, 1997; and

WHEREAS, the EVPC has prepared and recommended the adoption of the Estes Valley Development Code ("EVDC"); and

WHEREAS, the Town and the County have adopted the EVDC; and

WHEREAS, Section 30-28-117 (5) C.R.S., provides that the Town and the County may enter into an intergovernmental agreement for the purpose of establishing a joint zoning board of adjustment for the Planning Area; and

WHEREAS, it is necessary for the Town and the County to enter into this Intergovernmental Agreement for the purpose of reenacting the appropriate portions of the Intergovernmental Agreement effective September 16, 1997; providing for the administration of the EVDC within the Planning Area; allocating Town and County resources including necessary funding for administration of the EVDC and related functions within the Planning Area; establishing a joint zoning Board of Adjustment for the Planning Area; agreeing to parameters and procedures involving annexation of property to the Town within the Planning Area; and making all other necessary agreements for the efficient operation of the EVDC and administrative procedures for the Planning Area; and

WHEREAS, pursuant to the applicable statutes of the State of Colorado, the parties hereto are authorized to enter into this Intergovernmental Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE AND  
THE COVENANTS AND CONDITIONS CONTAINED HEREIN,  
THE PARTIES AGREE AS FOLLOWS:

## I. AGREEMENTS

This Intergovernmental Agreement hereby replaces and supercedes the Intergovernmental Agreement effective the 16<sup>th</sup> day of September 1997, between the Town and the County in its entirety. All work, decisions, and recommendations of the Estes Valley Planning Commission prior to the effective date of this Agreement shall remain in force and effect.

## II. THE ESTES VALLEY PLANNING AREA

The Estes Valley Planning Area ("the Planning Area") is depicted on Exhibit "A", attached hereto and incorporated herein by reference. This map is also known as the Estes Valley Development Code Boundary Map.

## III. THE ESTES VALLEY PLANNING COMMISSION

- A. Authority. The parties hereby continue, pursuant to the terms and conditions of this Agreement, the Estes Valley Planning Commission ("EVPC") for the purpose of performing all of the duties and responsibilities of a joint planning commission pursuant to the provisions of the EVDC. The EVPC shall also have all of the duties, responsibilities, and obligations of the Town and/or County planning commissions set forth in the Colorado Revised Statutes for the Planning Area. The EVPC shall also have authority and be responsible for the Comp Plan.
- B. Membership. The EVPC is composed of seven (7) members. Three (3) members shall be appointed by the Town and four (4) members shall be appointed by the County. Each member shall serve for a four (4) year term. The terms shall be staggered so that three (3) of the County appointees and one (1) of the Town's appointees shall serve the same term and the other three (3) appointees shall serve the alternate term.
- C. Residency. All appointees of the Town shall be residents of the Town for at least one (1) year prior to their appointment. All County appointees shall be residents of the unincorporated portion of the Planning Area for at least one (1) year prior to their appointment. All members shall continue to be residents of their respective areas during their entire term. A County appointee of the EVPC residing in an area annexed by the Town may continue to serve the remainder of that member's term.
- D. Officers. There shall be a Chair and a Vice Chair for the EVPC. Each shall serve for one (1) year terms, beginning with the first meeting in January of each year. The Chair shall be from the Town appointees in even years and from the County appointees in odd years. The appointment of the Chair shall alternate between the Town and County appointees throughout the term of this agreement. The Vice Chair shall also alternate between the Town and



County appointees, opposite that of the Chair, namely when the Chair is a Town appointee, the Vice Chair shall be a County appointee. The Chair and Vice Chair shall be chosen by the members of the Commission. The Vice Chair shall serve as the Chair in absence of the Chair.

The EVPC may appoint such other officers, such as Secretary, as the Commission deems necessary for the conduct of its business. Said other officers may be non-members of the Commission.

- E. Attendance. All members shall attend all meetings, including special meetings of the EVPC, if possible. In the event any member misses three (3) consecutive regular meetings or a total of four (4) regular meetings in a calendar year, the Town or the County may remove its appointed member for neglect of duty and designate a new member to fill the vacancy. A Town appointed member may only be removed pursuant to the procedures set forth in Section 31-23-203 [3] C.R.S.
- F. Vacancy. Any vacancy occurring on the Commission shall be filled as soon as practical by appointment by either the Town or County.
- G. Meetings. Regular meetings of the EVPC shall be once a month. Special meetings may be called as necessary.
- H. By-laws: The By-laws of the EVPC dated December 7, 1999, shall be the By-laws of the EVPC and are hereby approved by the Town and the County.

#### IV. ESTABLISHMENT OF THE ESTES VALLEY BOARD OF ADJUSTMENT

- A. Authority. The parties hereby establish, pursuant to the terms and conditions of this Agreement, the Estes Valley Board of Adjustment ("EVBOA") for the purpose of performing all of the duties, responsibilities and obligations of the Estes Valley Board of Adjustment set forth in the EVDC and the statutory responsibilities of the Town and the County Board of Adjustment within the Planning Area. The EVBOA shall hear all variance requests pursuant to the terms and conditions of the EVDC.
- B. Membership. The EVBOA shall be composed of five (5) members. Three (3) members shall be appointed by the Town and two (2) members shall be appointed by the County. Each member shall serve a three (3) year term. The terms shall be staggered so that two of the Town's appointees and one (1) of the County's appointees shall serve a three (3) year term. The other two (2) appointees shall serve a two-year term. Thereafter, all appointees shall serve three (3) year terms.

- C. Residency. All appointees of the Town shall be residents of the Town for at least one (1) year prior to their appointment. All County appointees shall be residents of the unincorporated portion of the Planning Area for at least one (1) year prior to their appointment. All members shall continue to be residents of their respective areas during their entire term. A member of the EVBOA in an area annexed by the Town may continue to serve the remainder of that member's term.
- D. Officers. There shall be a Chair and a Vice Chair for the EVBOA. Each shall serve for a one (1) year term, beginning with the first meeting in January of each year. The Chair shall be from the Town appointees in odd years and from the County appointees in even years. The appointment of the Chair shall alternate between the Town and County appointees throughout the term of this agreement. The Vice Chair shall also alternate between the Town and County appointees, opposite that of the Chair. The EVBOA may appoint other officers, such as Secretary, as deemed necessary for the conduct of business. Said other officers may be non-members of the EVBOA.
- E. Attendance. All members shall attend all meetings of the EVBOA, if possible. In the event any member misses three (3) consecutive regular meetings or a total of four (4) regular meetings in a calendar year, the Town or the County may remove its appointed member for neglect of duty and designate a new member to fill the vacancy.
- F. Vacancy. Any vacancy occurring on the EVBOA shall be filled as soon as practical by appointment by either the Town or County.
- G. Meetings. Regular meetings of the EVBOA shall be once a month, if necessary.

V. DEVELOPMENT WITHIN THE ESTES VALLEY PLANNING AREA  
- ANNEXATION

- A. The Town agrees to consider the annexation of all properties within the unincorporated portion of the Planning Area which are eligible for or which can be made eligible for voluntary annexation in accordance with the provisions of Title 31, Article 12, C.R.S. upon the filing by the Owners of the property of one or more of the following development applications:
  - 1. Subdivision of five (5) or more lots for residential use
  - 2. Application for re-zoning
  - 3. Concept Plan
  - 4. Development Plan for Commercial Accommodation, Commercial, Industrial, or Multi-family development of 10 or more units

All land use applications subject to consideration for annexation shall be accompanied by a signed petition for annexation meeting the requirements of Title 31, Article 12, C.R.S.

The Town shall not be required to consider annexation of any property within the unincorporated portion of the Planning Area for the following types of development applications:

1. Development plan for residential property
2. Subdivision of 4 or less lots for residential use

B. The Town also agrees to annexation of all County roads and rights-of-way, easements, etc. adjacent to a voluntary annexation in accordance with Title 31, Article 12, C.R.S., provided however, that the Town reserves the right not to annex such County roads and rights-of-way if annexation of such roads and rights-of-way would impede future annexation anticipated by the Town.

C. The County agrees to require a binding annexation agreement as a condition of approval on any development application of the following listed land use approvals located within the unincorporated portion of the Planning Area but not eligible for voluntary annexation to the Town at the time of development application.

1. Subdivision of five (5) or more lots for residential use
2. Application for re-zoning
3. Concept Plan
4. Development Plan for Commercial Accommodation, Commercial, Industrial, or Multi-family developments of 10 or more units

The County shall not require an annexation agreement for any property within the unincorporated portion of the Planning Area for the following types of development applications:

1. Development plan for residential property
2. Subdivision of 4 or less lots for residential use

D. The Town and County agree that annexation of any property within the Planning Area by the Town is subject to the sole legislative discretion of the Board of Trustees of the Town.

E. As part of the annexation, the Town may require the Owners to enter into an annexation agreement. The terms and conditions of said agreement shall be in the sole discretion of the Town.

- F. The annexation may be processed contemporaneously with the development proposal under the applicable terms and conditions of the EVDC. In the event the Town determines at any time during the process not to annex the property, the review process shall continue through the EVPC and the Board of County Commissioners.

VI. Development Compliance With Other Town and County Requirements.

- A. The Town and the County have other operating rules, regulations, ordinances and requirements which may apply to development and use of property within the Planning Area. These include, but are not limited to the following areas of regulation:

1. Flood Plain Regulations. The Town and County shall administer their flood plain regulations within their respective jurisdictions.
2. Sign Regulations. The Town and County shall continue to administer their sign regulations within their respective jurisdictions except that the Town shall provide staff administration of applications for sign permits.
3. Building Permits. The Town and County shall continue to administer their building code, permit and inspection programs within their respective jurisdictions.
4. Streets and Roads. The Town Engineer and County Engineer shall maintain their responsibilities for ensuring proper road construction, maintenance and safety within their respective jurisdictions.
5. Drainage. The Town Engineer and County Engineer shall maintain their respective responsibilities, if any, for drainage improvements and maintenance within their respective jurisdictions.
6. Public Health and Safety. The Town and County shall maintain their respective responsibilities for public health, welfare and safety within their respective jurisdictions.
7. Wildfire Construction. Larimer County's building code requirements regarding construction in wildfire hazard areas shall apply in the unincorporated portion of the Planning Area.

VII. Fees for Parks, Roads, Drainage, and Development for the Planning Area.

1. The County's Capital Expansion Fees for roads, community parks, and drainage shall apply within the unincorporated portions of the Planning Area. The County's regional park fee shall not apply within the unincorporated portion of the Planning Area.
2. The Town agrees to study one or more of the above fees for possible inclusion for development within the Town.
3. The Town and County may maintain separate land use application fees for applications within their respective jurisdictions in the Planning Area. Said fees shall be collected by the Town as a part of its

administrative responsibility and retained by the Town to assist the Town in recovering the cost of the Town's administrative duties pursuant to this Agreement.

## VIII. DUTIES AND RESPONSIBILITIES OF THE EVPC.

### A. Recommendations of the EVPC.

1. All land use decisions of the EVPC shall be advisory only. All final approvals of said decisions shall be the responsibility and obligation of either the Board of Trustees or the Board of County Commissioners depending upon the geographic location of the land use proposal.
2. The EVPC shall have responsibility for the Estes Valley Comprehensive Plan as that responsibility is set forth in the applicable state statutes.

## IX. STAFFING AND COSTS

### A. Town and County staff shall cooperate in the review, approval, and monitoring of land use development within the Planning Area. Primary responsibility for all administration of staffing shall be with the Town's Community Development Department (CDD).

### B. Duties of the Town Community Development Department (CDD).

1. The CDD shall serve as the primary administrator of the EVDC.
2. The CDD shall serve as primary staff to the EVPC, the Board of Trustees, the Larimer County Board of County Commissioners, and the EVBOA for land use development within the Planning Area. CDD shall prepare all staff reports for matters before the EVPC, the Board of Trustees, the Board of County Commissioners, and the EVBOA.
3. The Town shall provide the necessary personnel to provide professional staffing of the CDD and its responsibilities pursuant to this Agreement. In consideration of the Town's obligations to provide the services set forth in this Agreement, the County shall pay to the Town on or before January 15<sup>th</sup> of each calendar year the sum of \$30,000 during the term of this Agreement. The first payment of said sum shall be paid on or before March 1, 2000. The \$30,000 payment shall be increased annually by an amount equal to the percentage increase for the Denver CPI for June of the previous year.
4. CDD staff shall present all land use applications to the EVPC.
5. CDD staff shall present EVPC land use recommendations to the respective Boards.
6. CDD staff shall present variance requests to the EVBOA.
7. CDD staff shall route land use applications to Larimer County and all referral agencies for review and comment.
8. CDD staff shall prepare all public notices, and publish and notify interested parties, as required by the EVDC.

9. CDD staff shall serve as the primary contact staff for land use proposals within the Planning Area.
10. CDD staff shall present an annual report to the Board of Trustees and the Board of County Commissioners summarizing development activity within the Planning Area.

C. Duties of Larimer County Planning Department (LCPD)

1. LCPD staff shall serve as resource and support staff for the EVPC.
2. LCPD staff shall attend meetings of the EVPC and Larimer County Board of Commissioners as deemed necessary by CDD.
3. LCPD staff shall review and comment, as appropriate, on land use proposals within the unincorporated portions of the Planning Area.
4. LCPD staff shall assist with the routing and coordination needed to assemble comments from various County departments involved with the review process.
5. LCPD staff shall assist CDD staff in providing historical information or perspectives on development proposals within the unincorporated portion of the Planning Area.
6. LCPD staff shall provide access to historical land use application files, copies of maps, staff reports, and other records as necessary.

D. Code Enforcement

1. The CDD staff shall provide code enforcement of the EVDC within the Planning Area.
2. The Town and County shall be responsible for code enforcement of violations existing prior to February 1, 2000, within their respective jurisdictions.
3. LCPD staff shall provide historical records to the Town as needed.
4. The County Attorney shall provide assistance with code enforcement issues within the unincorporated portion of the Planning Area. Any necessary litigation including, but not limited to, state agency review shall be instituted and maintained by the County Attorney or Town Attorney depending on geographical location of the violation.

E. Duties of the Town Attorney.

1. The Town Attorney shall be the primary legal advisor to the CDD staff and the EVPC.
2. The Town Attorney shall attend meetings of the EVPC as necessary.
3. The Town Attorney shall attend meetings of the Board of Trustees or Board of Commissioners, as necessary.
4. The Town Attorney shall institute and maintain all necessary legal actions including litigation and state agency review for land use matters within the geographical area of the Town.

F. Duties of the County Attorney.

1. The County Attorney shall advise CDD staff on matters that may relate to County issues.
2. The County Attorney shall attend EVPC meetings as requested by CDD staff.
3. The County Attorney shall attend Board of County Commissioner meetings, as necessary.
4. The County Attorney shall institute and maintain all necessary legal actions including litigation and state agency review for land use matters within the geographical area of the County.

#### G. Wild Fire Review

1. Larimer County shall review development proposals for compliance with Wildfire standards and mitigation.
2. Larimer County shall provide site inspection projects prior to issuance of a Certificate of Occupancy for mitigation implementation.
3. The Town shall consider adopting Larimer County's wildfire construction standards.
4. Appropriate wildfire review fees shall be collected by the Town and forwarded to the County.

#### H. Maintenance of Required Public Facilities

1. Maintenance of public facilities, if any, shall be the responsibility of the Town or County, depending upon the respective geographic location of the public improvement.
2. Each public facility shall be subject to the policies and procedures of the respective jurisdiction.

#### I. Improvement Guarantees

1. Improvement Guarantees shall be required as set forth in the EVDC. The CDD shall administer all improvement guarantees. Said guarantees shall be maintained in the name of the respective jurisdiction.
2. The Town Engineer and County Engineer shall verify the estimate of construction costs, depending upon the geographic location of the improvements.
3. Releases of security from an Improvement Guarantee shall be authorized by the respective Engineer, and released by the CDD.

#### J. Data Base Development

1. From time to time, it may be necessary to undertake special projects for data base development to assist with the planning process. Such activities may include aerial photos, topographic base maps, or development planning projects. Costs for these activities shall be shared by the Town and County on a to be determined project by project basis.

**K. Permanent Files and Records**

1. The Town shall maintain all new project files.
2. Larimer County staff shall have access to all files.

**X. OTHER PROVISIONS**

**A. Transition.**

1. During the period of time between February 1, 2000 to July 1, 2001, ("the transition period") the LCPD shall have a staff member present at all meetings of the EVPC and the Board of County Commissioners in which land use applications for the Planning Area are on the agenda, unless the CDD informs the LCPD that such staff member's presence is not necessary.
2. During the transition period the Town Attorney shall be available to attend all meetings of the Board of County Commissioners in which land use applications in the Planning Area are on the agenda and the CDD staff requests attendance.
3. During the transition period, the County Attorney shall be available for attendance at all EVPC meetings in which land use applications in the unincorporated area of the Planning Area are on the agenda and the CDD staff requests attendance.
4. During the transition period, LCPD shall assist the Town during the transition period for code enforcement.

**B. Seminars.** The Town shall be responsible for funding attendance by members of the EVPC for seminars, conventions, and conferences as the Town in its sole discretion may determine during its normal budget process.

**C. Procedures and Policies.**  
The Town and County staff shall develop necessary procedures and policies to administer their respective functions and obligations pursuant to this Agreement.

**D. Term**  
This Agreement shall remain in force and effect for a period of ten (10) years from its effective date. However, either party may terminate this Agreement at any time by giving the other party nine months written notice of its intention to terminate the Agreement. Such notification shall be sent by certified letter with return receipt requested addressed to the other party as set forth in the notice provision of this Agreement.

**E. Enforcement**  
It is the intent of both the Town and County that this Agreement is binding upon both the Town and County, and that either party hereto



shall be permitted to specifically enforce any provisions of this Agreement in a court of competent jurisdiction.

F. Review

The parties agree to review the terms and conditions of this Agreement every two years.

G. Amendment

This Agreement may be amended in writing at any time by mutual agreement of the parties.

H. Notice

All notices, demands or other documents required or desired to be given, made or sent to either party, under this Agreement shall be in writing, shall be deemed effective upon mailing or personal delivery. If mailed, said notice shall be mailed, by regular mail, postage prepaid (unless this Agreement specifically requires certified mail) addressed as follows:

Larimer County Board of County Commissioners  
Attn. Chair  
P.O. Box 1190  
Fort Collins, Colorado 80522

Town of Estes Park  
Attn. Town Administrator  
P.O. Box 1200  
Estes Park, Colorado 80517

I. Governmental Immunity

The parties agree and understand that both parties are relying on and do not waive, by any provision of this Agreement, the monetary limitations or terms (presently One Hundred Fifty Thousand and 00/100 Dollars (\$150,000) per person and Six Hundred Thousand and 00/100 (\$600,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, C.R.S., as from time to time amended, or otherwise available to the parties or any of their officers, agents or employees.

J. Current Year Obligations.

The parties acknowledge and agree that any payments provided for hereunder or requirements for future appropriations shall constitute only currently budgeted expenditures of the parties. The parties' obligations under this agreement are subject to each individual party's annual right to budget and appropriate the sums necessary to provide the services set forth herein. No provision of this agreement shall constitute a mandatory charge or requirement in any ensuing fiscal year beyond the then current

fiscal year of each individual party. No provision of this agreement shall be construed or interpreted as creating a multiple-fiscal year direct or indirect debt or other financial obligation of either or both parties within the meaning of any constitutional or statutory debt limitation. This agreement shall not directly or indirectly obligate either party to make any payments beyond those appropriated for each party's then current fiscal year. No provision of this agreement shall be construed to pledge or create a lien on any class or source of either party's monies, nor shall any provision of this Agreement restrict the future issuance of either party's bonds or any obligations payable from any class or source of each individual party's money.

BOARD OF COUNTY COMMISSIONERS OF THE  
COUNTY OF LARIMER

By: Cheerl Olson  
Chair

ATTEST:

Maile M. Cookman  
Deputy Clerk of the Board

TOWN OF ESTES PARK

By: Robert L. Albrecht  
Mayor

ATTEST:

Tickie O. Connor 1/25/00  
Town Clerk

DATE: 2-1-00  
APPROVED AS TO FORM:  
[Signature]  
ASSISTANT COUNTY ATTORNEY

## AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

This Amendment to Intergovernmental Agreement is made this 15<sup>th</sup> day of December, 2003, between the TOWN OF ESTES PARK, COLORADO, hereinafter referred to as the "Town" and the BOARD OF COUNTY COMMISSIONERS, Larimer County, Colorado, hereinafter referred to as the "County".

WHEREAS, the Town and the County entered into an Intergovernmental Agreement effective the 1<sup>st</sup> day of February, 2000 for the purpose, among others, of establishing a joint zoning Board of Adjustment for the Estes Valley Planning Area, and;

WHEREAS, the parties desire to amend the Agreement as more fully set forth herein, and;

WHEREAS, pursuant to the applicable statutes of the State of Colorado, the parties hereto are authorized to enter into this Amendment to Intergovernmental Agreement.

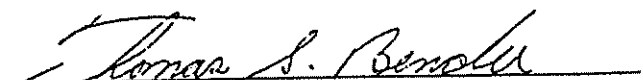
NOW, THEREFORE IN CONSIDERATION OF THE ABOVE AND THE COVENANTS AND CONDITIONS CONTAINED HEREIN, the parties agree as follows:

The Intergovernmental Agreement between the parties effective the 1<sup>st</sup> day of February, 2000 is hereby amended by the addition of an additional paragraph 4(H) as follows:

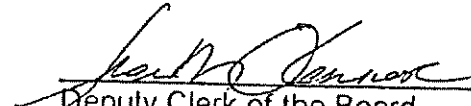
H. Alternate Member. The Town and County shall jointly agree on and appoint one alternate member for the EVBOA. The alternate member shall serve when any member is not able to attend a meeting of the EVBOA. The alternate member may be a resident of either the Town or the County and may serve in place of either a Town appointed or County appointed regular member of the EVBOA.

All the other terms and conditions of the Intergovernmental Agreement shall remain in full force and effect.

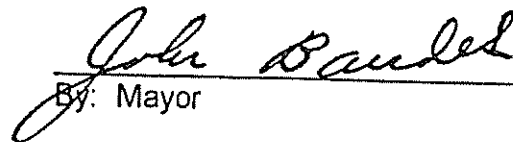
BOARD OF COUNTY COMMISSIONERS  
County of Larimer

  
By: Chair

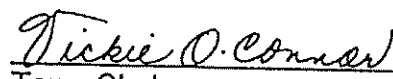
ATTEST:

  
Deputy Clerk of the Board

TOWN OF ESTES PARK

  
By: Mayor

ATTEST:

  
Town Clerk

(RAH)

[retain in binder]

**FIRST AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT**

**THIS FIRST AMENDMENT** is effective this 1<sup>st</sup> day of February, 2010, by and between the **TOWN OF ESTES PARK, COLORADO**, hereinafter referred to as the "Town", and the **BOARD OF COUNTY COMMISSIONERS, LARIMER COUNTY, COLORADO**, hereinafter referred to as the "County".

WITNESSETH:

**WHEREAS**, the Town and the County entered into an Intergovernmental Agreement effective the 1<sup>st</sup> day of February, 2000 (the "Intergovernmental Agreement"), for the purpose of establishing the Estes Valley Planning Commission (the "EVPC"), providing for the administration of the Estes Valley Development Code (the "EVDC") within the Planning Area, allocating Town and County resources for the administration of the EVPC and related functions within the Planning Area, establishing a joint Zoning Board of Adjustment for the Planning Area, establishing parameters and procedures for annexation of property to the Town within the Planning Area, and other necessary agreements for the efficient operation of the EVPC and administrative procedures for the Planning Area; and

**WHEREAS**, the term of the IGA (the "IGA") is for a period of ten (10) years from the effective date of February 1, 2000; and

**WHEREAS**, the parties desire to extend the Agreement for another ten (10) year period; and

**WHEREAS**, the parties desire to modify the Agreement as set forth herein; and

**WHEREAS**, pursuant to the applicable statutes of the State of Colorado, the parties hereto are authorized to enter into this First Amendment to the Intergovernmental Agreement for the above stated purposes.

**NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE AND THE COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:**

The Intergovernmental Agreement is amended as follows:

1. Section III D. Officers shall be amended to read as follows:

There shall be a Chair and a Vice-Chair for the EVPC. Each shall serve for a two year term, beginning the first meeting of January of every other year. The Chair

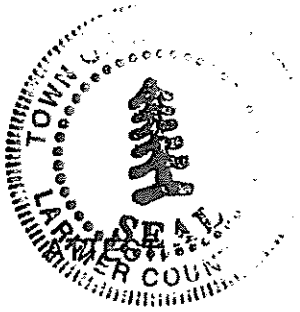
✓ **Return to Planning**

shall be from a County appointee for 2011-2012. The Town and County appointees shall alternate the Chair in two year increments throughout the remainder of this Agreement. The Vice-Chair shall also alternate between the Town and the County appointees opposite that of the Chair for the two year term. The Chair and Vice-Chair shall be chosen by members of the Commission. The Vice-Chair shall serve as the Chair in absence of the Chair. The EVPC may appoint such other officers such as Secretary, as the EVPC deems necessary for the conduct of its business. Such other officers may be non-members of the Commission.

2. Section VIII A. Recommendations of the EVPC shall be amended to read as follows:
  1. "All land use decisions of the EVPC shall be advisory only unless specifically addressed in the EVDC. All final approvals of the recommendations of the EVPC shall be the responsibility and obligation of either the Board of Trustees or the Board of County Commissioners depending upon the geographic location of the land use proposal."
3. Section IX B. 3. Shall be amended to read as follows:

"The Town shall provide the necessary personnel to provide professional staffing of the CDD and its responsibilities pursuant to this Agreement. In consideration of the Town's obligation to provide the services set forth in this Agreement, the County shall pay to the Town on or before July 1 of each calendar year, a sum agreed upon by the Town Administrator and County Administrator.
4. Section X A. Transition. This Section shall be deleted in its entirety.
5. Section X D. Term. The term of this Agreement shall remain in force and effect for a period of ten (10) years from the effective date of this First Amendment to the Agreement. However, either party may terminate the Agreement at any time by giving the other party nine months written notice of its intention to terminate the Agreement. Such notification shall be sent by certified letter with return receipt requested addressed to the other party as set forth in the notice provision of this Agreement.

All of the other terms and conditions of the Intergovernmental Agreement not amended herein shall continue in force and effect.



TOWN OF ESTES PARK, COLORADO

By:

Mayor

Jessie Williamson  
Town Clerk

BOARD OF COUNTY  
COMMISSIONERS, LARIMER  
COUNTY, COLORADO

By:

Steve Johnson

ATTEST:

Melissa E. Gentry



DATE: 1/25/10  
APPROVED AS TO FORM:

[Signature]  
ASSISTANT COUNTY ATTORNEY

**SECOND AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT**

**THIS SECOND AMENDMENT** is effective this 11 day of November, 2014, by and between the **TOWN OF ESTES PARK, COLORADO**, hereinafter referred to as the "Town", and the **BOARD OF COUNTY COMMISSIONERS, LARIMER COUNTY, COLORADO**, hereinafter referred to as the "County".

WITNESSETH:

**WHEREAS**, the Town and the County entered into an Intergovernmental Agreement effective the 1<sup>st</sup> day of February, 2000 (the "Intergovernmental Agreement"), for the purpose of establishing the Estes Valley Planning Commission (the "EVPC"), providing for the administration of the Estes Valley Development Code (the "EVDC") within the Planning Area, allocating Town and County resources for the administration of the EVPC and related functions within the Planning Area, establishing a joint Zoning Board of Adjustment for the Planning Area, establishing parameters and procedures for annexation of property to the Town within the Planning Area, and other necessary agreements for the efficient operation of the EVPC and administrative procedures for the Planning Area; and

**WHEREAS**, the parties adopted the Amendment to Agreement dated the 15<sup>th</sup> day of December, 2003; and

**WHEREAS**, the parties adopted the First Amendment to Intergovernmental Agreement dated the 1<sup>st</sup> day of February, 2010; and

**WHEREAS**, the parties desire to modify the Intergovernmental Agreement as set forth herein; and

**WHEREAS**, pursuant to the applicable statutes of the State of Colorado, the parties hereto are authorized to enter into this Second Amendment to the Intergovernmental Agreement for the above stated purposes.

**NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE AND THE COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:**

The Intergovernmental Agreement is amended as follows:

1. Section IV A. Officers shall be amended to read as follows:

There shall be a Chair and a Vice-Chair for the EVPC. Each shall serve for a two year term. The Chair and Vice-Chair shall be chosen by members of the



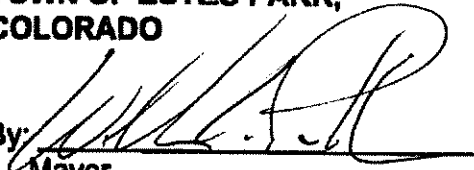
EVPC. The Community Development Department administrative assistant or designee shall serve as Recording Secretary. The EVPC may appoint such other officers as the EVPC deems necessary for the conduct of its business. Such other officers may be non-members of the EVPC.

2. Section IV H. Alternate Member shall be deleted in its entirety.


All of the other terms and conditions of the Intergovernmental Agreement not amended herein shall continue in force and effect.



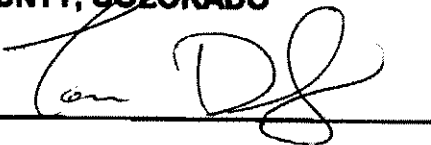
**TOWN OF ESTES PARK,  
COLORADO**

By:   
Mayor

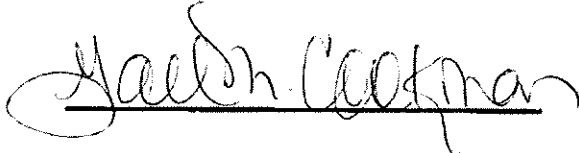
**ATTEST:**

  
Town Clerk

**BOARD OF COUNTY  
COMMISSIONERS, LARIMER  
COUNTY, COLORADO**

By: 

**ATTEST:**





**THIRD AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT**

**THIS THIRD AMENDMENT** is effective this 16<sup>th</sup> day of March, 2015, by and between the **TOWN OF ESTES PARK, COLORADO**, hereinafter referred to as the "Town", and the **BOARD OF COUNTY COMMISSIONERS, LARIMER COUNTY, COLORADO**, hereinafter referred to as the "County".

WITNESSETH:

**WHEREAS**, the Town and the County entered into an Intergovernmental Agreement effective the 1<sup>st</sup> day of February, 2000 (the "Intergovernmental Agreement"), for the purpose of establishing the Estes Valley Planning Commission (the "EVPC"), providing for the administration of the Estes Valley Development Code (the "EVDC") within the Planning Area, allocating Town and County resources for the administration of the EVPC and related functions within the Planning Area, establishing a joint Zoning Board of Adjustment for the Planning Area, establishing parameters and procedures for annexation of property to the Town within the Planning Area, and other necessary agreements for the efficient operation of the EVPC and administrative procedures for the Planning Area; and

**WHEREAS**, the parties adopted the Amendment to Agreement dated the 15<sup>th</sup> day of December, 2003; and

**WHEREAS**, the parties adopted the First Amendment to Intergovernmental Agreement dated the 1<sup>st</sup> day of February, 2010; and

**WHEREAS**, the parties adopted the Second Amendment to Intergovernmental Agreement dated the 11<sup>th</sup> day of November, 2014; and

**WHEREAS**, the parties desire to modify the Intergovernmental Agreement as set forth herein; and

**WHEREAS**, pursuant to the applicable statutes of the State of Colorado, the parties hereto are authorized to enter into this Third Amendment to the Intergovernmental Agreement for the above stated purposes.

**NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE AND THE COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:**


The Intergovernmental Agreement is amended as follows:

1. Section IV D. Officers shall be amended to read as follows:


There shall be a Chair and a Vice-Chair for the EVBOA. Each shall serve for a one year term beginning with the first meeting of each calendar year. The EVBOA may appoint other officers such as deems necessary for the conduct of its business. Such other officers may be non-members of the EVBOA. All officers shall serve until such time as their successors are appointed.

All of the other terms and conditions of the Intergovernmental Agreement not amended herein shall continue in force and effect.

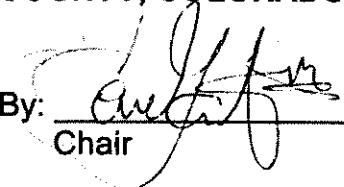
**TOWN OF ESTES PARK,  
COLORADO**

By:   
William Pinkham, Mayor



ATTEST:

  
Jackie Williamson, Town Clerk

**BOARD OF COUNTY  
COMMISSIONERS, LARIMER  
COUNTY, COLORADO**

By:   
Chair

ATTEST:

**FOURTH AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT**

**THIS FOURTH AMENDMENT** is effective this 1<sup>st</sup> day of January, 2017, by and between the **TOWN OF ESTES PARK, COLORADO** ("Town") and the **BOARD OF COUNTY COMMISSIONERS OF LARIMER COUNTY, COLORADO** ("County").

**WHEREAS**, the Town and County entered into an Intergovernmental Agreement effective the 1<sup>st</sup> day of February, 2000 ("IGA") for the purpose of establishing the Estes Valley Planning Commission ("EVPC"), providing for the administration of the Estes Valley Development Code ("EVDC") within the Planning Area, allocating Town and County resources for the administration of the EVPC and related functions within the Planning Area, establishing a joint Zoning Board of Adjustment for the Planning Area, establishing parameters and procedures for annexation of property to the Town within the Planning Area, and other necessary agreements for the efficient operation and administration of the EVPC and Planning Area; and

**WHEREAS**, the parties amended the IGA by an Amendment to Intergovernmental Agreement with an effective date December 1, 2003; and

**WHEREAS**, the parties amended the IGA by a First Amendment to Intergovernmental Agreement with an effective date of February 1, 2010; and

**WHEREAS**, the parties amended the IGA by a Second Amendment to Intergovernmental Agreement with an effective date of November 11, 2014; and

**WHEREAS**, the parties amended the IGA by a Third Amendment to Intergovernmental Agreement with an effective date of March 16, 2015; and

**WHEREAS**, the parties desire to additionally amend the IGA as set forth herein; and

**WHEREAS**, pursuant to the applicable State statutes, the parties are authorized to enter into this Fourth Amendment to the IGA for the above stated purposes.

**NOW THEREFORE, IN CONSIDERATION OF THE ABOVE AND THE COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES AGREE TO AMEND THE IGA AS FOLLOWS:**

Section IX (L) is added as follows:

**L. Host Compliance Software and Services**

1. The Town has contracted with Host Compliance LLC ("Host Compliance") for a license to certain hosted software and other services necessary for the productive use of such software ("Software"), as described in the Host Compliance Software and Services annual agreement between the Town and Host Compliance. The

✓ **RETURN TO PLANNING**

8

- Software will aid the Town and County in the identification of vacation rental properties and in management of the complaint process.
2. The cost for the System is \$50,185 for the initial term, and County agrees to contribute \$25,092.50 toward this cost. The County will contribute 50% of the annual cost for future terms, subject to the parties consulting and agreeing to any increases to such cost. If County chooses to withdraw its contribution for future years, it shall provide the Town with a minimum of 60 days advanced written notice prior to renewal of the Host Compliance contract.

All other terms and conditions of the IGA, as amended, shall continue in full force and effect.

**TOWN OF ESTES PARK, COLORADO**

By: \_\_\_\_\_

Mayor

ATTEST:

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

**BOARD OF COUNTY COMMISSIONERS  
LARIMER COUNTY, COLORADO**

By: \_\_\_\_\_

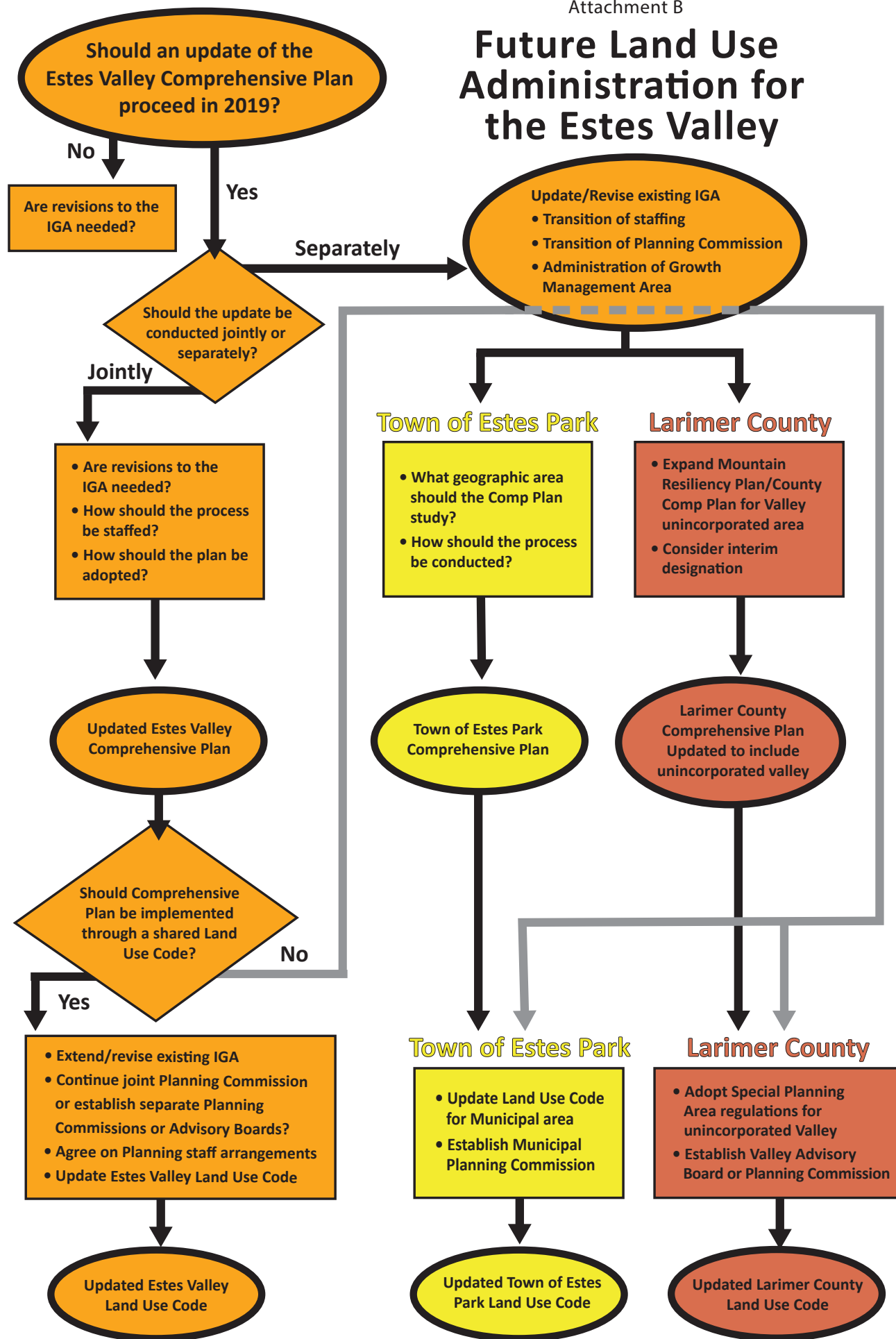
Board Chair

ATTEST:

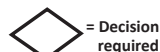
\_\_\_\_\_  
Board Clerk



# Future Land Use Administration for the Estes Valley



## KEY



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## Land Use Planning Input

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**Robert Guthrie** <robertnguthrie@gmail.com>  
To: townclerk@estes.org

Tue, Feb 12, 2019 at 10:58 AM

Good Day,

Although we have not yet seen the final proposal for changes to our zoning codes, I would like to voice my strong opposition to the draft proposal calling for commercial development approval for residential lots of 5 acres or greater.

With respect, I'm just a bit incredulous that such a proposal would even be floated, as our open space in the Estes Valley is so very limited, and wintering ground for elk, deer, and other wildlife already at a premium.

Finally, I feel a bit of a betrayal for those of us who purchased residences in the Valley under current zoning, with no idea that such a radical notion would spring from Town Planners.

I look forward to seeing the final proposal.  
Thanks very much.

Robert Guthrie  
[1101 North Lane](#)  
[Estes Park](#)

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R Guthrie  
303.913.0391

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## Feb. 19 Joint Study Session questions

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**Geoffrey J Letchworth** <GJL3@uwyo.edu>  
To: "townclerk@estes.org" <townclerk@estes.org>

Wed, Feb 13, 2019 at 2:54 PM

You asked that comments for the Feb. 19 Estes Park Town Board and Larimer County Board of Commissioners joint study session be directed to you.

I hear rumors that some would advocate for rezoning 10 acre lots in the North End to 2.5 acres and for allowing business use of any lot in the North End. If true, the Boards will need to seek help on two major issues beyond their areas of expertise.

Most homes in the North End get water from personal wells and dispose of wastes with personal septic systems. Most of the wells are drilled in solid granite, reaching down as far as 1000 feet to find a little crack with enough water to run a household. There is so little water that most wells are restricted to indoor use only. Some require a cistern to provide enough water for peak use. Subdividing the large lots will require that you coordinate with the Colorado Division of Water Resources to assure their approval for a large number of new well permits. Approval seems unlikely because there probably just isn't enough water in the granite under the North End. Septic systems require a large area of deep soil which is less likely to be found on a small lot. What would you propose for lots that lack water or a site for a septic leachfield? What would such a lot be worth? How would you tax it? Would subdivision lead to large numbers of worthless, undevelopable, untaxable little lots? Of course, the alternative solution is to extend city water and sewage treatment services to the North End. And that would require expensive excavation to bury pipes in granite below the frost line. Would the municipal water and sewage treatment plants have to expand to serve so many new customers? Will there be enough water as the climate changes? Where would you get funding for any proposed changes? Would you require existing residents to abandon their very expensive wells and septic systems to pay for and hook up to city services and how would you deal with their anger and lawsuits?

The elk that draw crowds to Estes Park in the Fall migrate between the mountains and Loveland, but their home base is the Estes Valley where large herds congregate to graze the grass and lounge in quiet areas out of sight of the roads. By the time they drop their calves and move up into the high meadows in the late Spring, they have grazed North End grass down to the ground. To state that differently, there is now just enough forage to support the existing elk herd. Before the North End is subdivided and developed, wildlife biologists should be engaged to estimate the negative effect on the elk herd. How much would the herd shrink if much of the North End grass disappeared? Would the elk continue to thrive in a more densely populated environment? How many more elk would be killed on the road? Would concentrating the remaining elk into smaller areas of grass facilitate transmission of chronic wasting and other diseases? And what would Estes Park businesses do if there weren't enough elk to attract tourists in the Fall?

Geoff Letchworth, DVM, PhD

[1726 Devils Gulch Road](#)



# CMS PLANNING & DEVELOPMENT

February 17, 2019

Town Trustees and County Commissions:

As you discuss whether or not to prepare a valley-wide, joint Comprehensive Plan, a decision which will affect the lives of everyone in the Estes Valley for the next 20 years, please consider the following:

- 1) We currently provide valley-wide services to residents for education, fire protection, utilities, hospital, library, recreation and parks, child services, victim advocates, open space preservation, and environmental stewardship. Also, the County and Town have numerous IGAs and Mutual Aid agreements in place, including for cooperative police services. The most significant cooperative agreement is the Estes Valley Comprehensive Plan and Joint Planning Area.
- 2) The only significant services the residents of the Estes Valley don't already receive valley-wide are governance, financing, and road maintenance.
- 3) A valley-wide Comprehensive Plan can be used to address these issues. It is not uncommon for governance to be included in the scope of a Comprehensive Plan, along with transportation, land-use, infrastructure, and environment.

As an experienced, professional land planner, I recommend that the Trustees and Commissioners should agree to proceed with a valley-wide Comprehensive Plan, including an analysis of governance structure in the Estes Valley. This is a great opportunity to explore this issue in a thorough way, and not make a snap decision on such an important topic.

As you know, I am a member of the Estes Valley Planning Commission, but these are my private and professional views, not those of the Planning Commission.

Sincerely,

Frank Theis, President  
CMS Planning & Development



Town Clerk <townclerk@estes.org>

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## Estes Valley Development Code Ammendments

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**jay@grainplacefoundation.org** <jay@grainplacefoundation.org>

Mon, Feb 18, 2019 at 8:39 AM

To: townclerk@estes.org, planning@estes.org, jkafalas@larimer.org, swjohnson@larimer.org, tdonnelly@larimer.org

TO: Estes Valley Planning Commission

Estes Park Town Board

Larimer County Board of Commissioners

FROM: Jay Vetter, [1711 Mills Drive, Estes Park](#)

RE: Estes Valley Development Code Changes

Thanks for your work to help guide development in the Estes Valley. I have a very simple request: Please stop all these code amendments. Nearly every one of them has unintended consequences.

**To the EVPC:** It is not “best practice” to expect (allow) town staff to rewrite the codes they are charged to administer. I think the process outlined in the conceptual proposal on your Feb. 19, agenda could be a step in the right direction if not taken too hastily. When a community wide effort to rewrite both the comprehensive plan and development code is underway it may not be wise to keep approving code amendments unless to address known specific projects with broad public support.

**To the Town Board:** Please re-evaluate your strategic goals. They are pointing your employees in the wrong direction. While most believe that economic development is important, we hope you will give priority to providing for public safety and improving our quality of life. Long term economic development will be best served by enhancing amenities and quality of life. These can only be addressed with broad public input and cooperation.

**To Larimer County Board of Commissioners:** You are probably frustrated by the disgruntled citizens of the Estes Valley. Unless the issues above are addressed expect it to continue. As the only elected representatives some of us have on these matters, please help us address them in healthy ways.

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## Estes Valley Planning District

2 messages

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**J Rex Poggenpohl** <poggenpohl@mac.com>

Tue, Feb 19, 2019 at 5:44 PM

To: Town Clerk <townclerk@estes.org>

Cc: Steve Johnson <swjohnson@larimer.org>, Tom Donnelly <donnelt@co.larimer.co.us>, Ronald Norris <rnorris@estes.org>, "Patrick Martchink, MPT" <pmartchink@estes.org>, Randy Hunt <rhunt@estes.org>, Frank Lancaster <flancaster@estes.org>

Please pass this on to County Commissioners and Town Trustees:

I am writing as an informed citizen and a long time student of land use planning about your upcoming discussion on the above, as I will be out of town for your Feb. meeting.

I suspect the Town is most interested separating the district because of the currently high percentage of planning department effort for development outside of Town limits and the prospect that this percentage will increase with more outer development because the Town is getting close to buildout.

Our special planning district has worked well for over 20 years in spite of the tribulations typical of any planning district. More importantly the original and current reasons for the combined district are very valid:

Our unique physical setting.

Our distance from the County seat and County meetings.

The we/they nature of our Town and valley.

Our generation of sales taxes from 5 million visitors a year and over 70,000 overnight guests on peak weekends.

Much of the commercial and residential physical growth here will be outside of Town as it is nearing buildout.

We know and appreciate the trek County Officials have to make several times each year for meetings up here, but their experience in community planning and presence here is very valuable for this important community. Their continued support of the combined planning district is critical to well planned growth of the valley and a stronger community.

Reverting to separate planning districts implies separate Comprehensive plans, zoning plans, land use Boards. And separation increases the we/they tension and an even more fragmented community. This already must be the most fragmented community for its size. For our approximately 9000 voters we have: over 20 churches, over 100 non-profit organization and about 2000 volunteers.

Please continue the joint Planning District and efforts to make this an even better community.

Thanks and Regards, .....

Rex Poggenpohl

Chair, Estes Valley Board of Adjustment

Vice Chair, Larimer County Board of Appeals

Member, Estes Parks Advisory Board

Regards, ..... Rex

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**Town Clerk** <TownClerk@estes.org>

Wed, Feb 20, 2019 at 8:38 AM

To: Randy Hunt <RHUNT@estes.org>, Frank Lancaster <FLANCASTER@estes.org>, trustees@estes.org

Hello Trustees,

### Resolution In Support of the Joint Planning Area

Below is a resolution in support of the Joint Planning Area, which will be discussed and voted on during the EVPC meeting on February 19, 2019. If it is approved it will be given to the Estes Park Town Trustees and Larimer County Commissioners for inclusion in their meeting on the evening of February 19th. Public comments are welcome and it will be on the agenda for the public meeting.

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

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

times have more pressing issues to address than the concerns of Estes Valley residents. All this activity will take place in Fort Collins rather than Estes Park, unless special meetings are held in Estes Park.

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

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

Estes Valley Planning Commission  
February 19, 2019

A handwritten signature in cursive script, reading "Bob Leavitt".

Bob Leavitt, Chair, Estes Valley  
Planning Commission

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# Report

To: Honorable Mayor Jirsa  
Board of Trustees  
Board of County Commissioners

Through: Town Administrator Lancaster

From: Greg Muhonen, PE, Public Works Director

Date: February 19, 2019

RE: *Proposed Stormwater Management Fees*

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**Objective:**

Discuss with the Town Board and County Commissioners the foundational assumptions incorporated into the cost modeling and the associated stormwater management fees to be shared with the public for review and comment.

**Present Situation:**

In October, 2018 PW staff received direction from the County Commissioners and Town Board to proceed with the distribution of proposed stormwater management fees and educational information through a direct mailing to the owners of 7676 improved parcels within the Estes Valley Development Code boundary. Additionally, a public opinion survey is to be conducted to learn property owner reactions to the proposed fee and funding structure for a future stormwater utility.

In January 2018 Town and County Public Works (PW) staff jointly worked through the parcel data and presented summaries of potential monthly user fees options separately to both the Board of Trustees and Board of County Commissioners. Concerns were expressed regarding potential modeled fees in excess of \$35/month for a fraction of the larger residential parcels. Other concerns were expressed about asking only the owners of 7676 improved lots to bear the burden of sharing the local cost contribution to the program instead of all owners of the 8583 parcels within the Estes Valley Development Code boundary. It was pointed out that the flood runoff watershed contains 210 sq miles, the proposed stormwater program area (EVDC boundary) encompasses 36.8 sq miles which consists of 35.3 sq miles of vacant land and 1.5 sq miles of impervious area.

Following the January meetings Town and County PW staff created several new cost models to temper the high outlier residential fees and more closely examine the annual cash flow needs to construct the \$79M master planned projects. Fee charges on vacant land are omitted due to concern about elevated exposure to legal challenge of administrative imposition of a tax rather than a fee.

**Proposal:**

Staff prepared and attached a summary of two options (no grant revenue and 20% grant revenue) for calculating fees. Both options include the following key assumptions.

- All fees are based on impervious area within 7676 improved parcels. No fees are proposed for the vacant 907 parcels (or the vacant fraction of improved parcels) within the Development Code boundary.
- Non-residential property fees are individually calculated. This includes parcels with multi-family development.
- Residential fees are based on the average impervious areas within four lot size tiers of 1656 parcels each. These quartile sizes are: under 0.04 ac, 0.05 to 0.44 ac, 0.45 to 1.01 ac, and over 1.02 ac.
- Fees are proposed to be adjusted annually based on the rise or fall of the Construction Cost Index provided by CDOT for their transportation projects. Our inflation assumptions project a potential 238% increase in the fees over the program duration.
- The program duration is assumed to be 30 years, and can be shortened depending on revenue (user fees, grants, and sales tax).
- A sales tax of 0.4% is dedicated to this program from 2024 thru 2047 (27 years) to generate \$70M. An election is necessary to approve this.
- This is a no-debt, pay-as-you-go cost model. Low user fees and zero sales tax in the early years delay the start and increase the cost of construction projects.

Before mailing proposed fees to our property owners, we need guidance from our policy makers on the following elements that impact the proposed user fees:

1. Do you agree with the assumptions listed above?
2. Grant revenue can accelerate construction timing and lower user fees. The user fees more than double if we assume no grant revenue in the cost model. Is there guiding direction on the grant revenue assumption to be used?
3. If a stormwater utility is created, a revenue stream would be established that could service debt incurred thru future revenue bonds. The timing of the construction could be accelerated which lowers the total program cost. Does this need to be considered/modeled before user fees are calculated and shared with the property owners?
4. Do you wish to see any new information before staff presents the calculated, first-year user fees to owners of improved parcels?

Upon receipt of direction on which fee structure to present to the public, Staff will launch an additional month of public outreach. When complete, Staff proposes to return to the Town Board and County Commissioners for further discussion of the feedback received from the public and to receive direction from both Boards regarding potential implementation of a stormwater utility for managing stormwater in the Estes Valley.

**Advantages:**

Careful study of fee amounts should improve fairness, reasonableness, & payer support.



**Disadvantages:**

Ongoing analysis of the numerous fee calculation options delays the process of gathering additional citizen feedback for consideration of the proposed stormwater utility by the Trustees and Commissioners.

**Action Recommended:**

Fee guidance as outlined above.

**Finance/Resource Impact:**

The implementation of any stormwater management program will require new funding. Staff's previous recommendations used a mixture of utility fees and future sales tax. Consideration of grants is now added in an effort to further reduce parcel owner fees. The range of values of fee and sales tax revenue can vary widely depending on the size of the stormwater program, its speed of implementation and preferences on how to balance revenue generation between user fees, grants and sales tax.

**Level of Public Interest**

The level of public interest seen to date is moderate for this program. Staff believes the interest level will increase when fee estimates are shared publicly.

**Attachments:**

Program Funding Option Summary

PROGRAM FUNDING OPTION SUMMARY

Prepared 15 February 2019

20% GRANTS		Residential FIRST YEAR ONLY			
		Quartiles			
		25%	50%	75%	100%
Maximum Lot Size (sq-ft)		1927	19029	43996	8886240
Maximum Lot Size (ac)		0.04	0.44	1.01	204.00
Count		1656	1655	1656	1655
Average I (sq-ft)		1195	3149	4110	5610
Utility Service Fee		\$1.30	\$1.30	\$1.30	\$1.30
O&M \$/imperv sq ft		\$0.79	\$2.08	\$2.71	\$3.70
Facilities Expansion \$/imperv sq ft		\$1.04	\$2.75	\$3.59	\$4.90
2020 TOTAL MONTHLY FEE		\$3.13	\$6.13	\$7.61	\$9.91
2047 TOTAL MONTHLY FEE		\$7.47	\$14.61	\$18.12	\$23.61
2020 Revenue		\$ 5,188.88	\$10,146.12	\$ 12,594.66	\$ 16,396.30
					\$ 44,325.96

TOTAL PROGRAM REVENUE (28 years--20% Grants)		
Source	Amount (Millions)	Percentage
Local User Fees	\$ 40.65	29.3%
Local Sales Tax	\$ 69.96	50.5%
Grants	\$ 28.00	20.2%
TOTAL PROGRAM REVENUE	\$138.61	100.0%
TOTAL PROGRAM EXPENSES	\$138.54	

NO GRANTS		Residential FIRST YEAR ONLY			
		Quartiles			
		25%	50%	75%	100%
Maximum Lot Size (sq-ft)		1927	19029	43996	8886240
Maximum Lot Size (ac)		0.04	0.44	1.01	204.00
Count		1656	1655	1656	1655
Average I (sq-ft)		1195	3149	4110	5610
Utility Service Fee		\$1.30	\$1.30	\$1.30	\$1.30
O&M \$/imperv sq ft		\$0.79	\$2.08	\$2.71	\$3.70
Facilities Expansion \$/imperv sq ft		\$3.48	\$9.17	\$11.97	\$16.34
2020 TOTAL MONTHLY FEE		\$5.57	\$12.55	\$15.99	\$21.35
2047 TOTAL MONTHLY FEE		\$12.79	\$28.82	\$36.71	\$49.02
2020 Revenue		\$ 9,224.17	\$20,771.89	\$ 26,473.08	\$ 35,329.27
					\$ 91,798.41

TOTAL PROGRAM REVENUE (28 years--No Grants)		
Source	Amount (Millions)	Percentage
Local User Fees	\$ 85.73	55.1%
Local Sales Tax	\$ 69.96	44.9%
Grants	\$ -	0.0%
TOTAL PROGRAM REVENUE	\$155.68	100.0%
TOTAL PROGRAM EXPENSES	\$152.55	

Summary FIRST YEAR ONLY				
Residential	Non-Residential	Total \$/mo	Annual	
\$8,608.60	\$1,371.50	\$9,980.10	\$119,761.20	Service Fee
\$15,372.03	\$12,978.58	\$28,350.61	\$340,207.26	O&M
\$20,345.33	\$17,177.53	\$37,522.86	\$450,274.34	Facil Expan
\$44,325.96	\$31,527.60	\$75,853.57	\$910,242.80	Total
Non-Residential (2020)				
Count	1055	Count > \$100/mo	49	
Min	\$1.34	Count > \$200/mo	19	
Max	\$3,559.79	Count > \$300/mo	10	
Average	\$29.88	Count > \$500/mo	6	
Median	\$8.92	Count> \$1000/mo	2	

Fees likely to double over 28 year program

Total Developed Parcels 7,677  
Total Impervious Area 42911756

Summary FIRST YEAR ONLY				
Residential	Non-Residential	Total \$/mo	Annual	
\$8,608.60	\$1,371.50	\$9,980.10	\$119,761.20	Service Fee
\$15,372.03	\$12,978.58	\$28,350.61	\$340,207.26	O&M
\$67,817.78	\$57,258.42	\$125,076.21	\$1,500,914.47	Facil Expan
\$91,798.41	\$71,608.50	\$163,406.91	\$1,960,882.94	Total
Non-Residential (2020)				
Count	1055	Count > \$100/mo	164	
Min	\$1.38	Count > \$200/mo	61	
Max	\$8,289.44	Count > \$300/mo	34	
Average	\$67.88	Count > \$500/mo	15	
Median	\$19.05	Count> \$1000/mo	6	

Fees likely to double over 28 year program