



# TOWN OF ESTES PARK

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

*The Town of Estes Park will make reasonable accommodations for access to Town services, programs, and activities and special communication arrangements for persons with disabilities. Please call (970) 577-4777. TDD available.*

BOARD OF TRUSTEES - TOWN OF ESTES PARK  
Tuesday, August 23, 2016  
7:00 p.m.

PLEDGE OF ALLEGIANCE.

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

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

TOWN BOARD COMMENTS / LIAISON REPORTS.

TOWN ADMINISTRATOR REPORT.

**1. CONSENT AGENDA:**

1. Town Board Minutes dated August 9, 2016 and Town Board Study Session August 9, 2016.
2. Bills.
3. Committee Minutes:
  - A. Public Safety, Utilities & Public Works Committee, August 11, 2016.
4. Transportation Advisory Board Minutes dated July 20, 2016 (acknowledgement only).
5. Parks Advisory Board Minutes dated July 15, 2016 (acknowledgement only).
6. Estes Valley Planning Commission Minutes dated July 19, 2016 (acknowledgement only).

**2. REPORTS AND DISCUSSION ITEMS (OUTSIDE ENTITIES):**

- \* 1. **LARIMER COUNTY EMERGENCY TELEPHONE AUTHORITY UPDATE ON 911 REDUNDANT SERVICE.** Chief Executive Officer Kulp.

**3. ACTION ITEMS:**

- 1. **INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE ESTES VALLEY RECREATION AND PARK DISTRICT AND THE TOWN OF ESTES PARK FOR THE ESTES VALLEY COMMUNITY CENTER.** Attorney White.
- 2. **ESTES VALLEY COMMUNITY CENTER FEE WAIVER REQUEST.** Director Hunt.
- 3. **MORAIN AVENUE BRIDGE REPLACEMENT PROJECT MANAGEMENT SERVICES – CONTRACT AWARD.** Manager Ash.
- \* 4. ~~**ESTES VALLEY MASTER TRAILS PLAN ADOPTION.**~~ Director Muhonen.  
Item to be considered by Planning Commission prior to Town Board action.
- 5. **APPROVAL OF MATCHING GRANT FUNDS FOR VISITOR CENTER BANK STABILIZATION PROJECT.** Director Muhonen.
- 6. **PARK ENTRANCE MUTUAL PIPELINE AND WATER COMPANY VOLUNTARY WATER SYSTEM TRANSFER AGREEMENT.** Director Bergsten & Superintendent Boles.
- 7. **HONDIUS WATER USERS VOLUNTARY WATER SYSTEM TRANSFER MEMORANDUM OF UNDERSTANDING.** Director Bergsten & Superintendent Boles.
- \* 8. **ORDINANCE #21-16 AMENDING THE ESTES VALLEY DEVELOPMENT CODE RELATING TO CONCURRENT SUBMITTAL AND TIMING OF REVIEW SECTION 3.1.E.** Planner Chilcott.
- 9. **RESOLUTION #15-16 TO AFFILIATE THE ESTES PARK POLICE OFFICERS WITH THE FIRE AND POLICE PENSION ASSOCIATION (FPPA) FOR RETIREMENT.** Director Williamson.

**4. ADJOURN.**

*Town of Estes Park, Larimer County, Colorado, August 9, 2016*

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 9<sup>th</sup> day of August 2016.

Present: Todd Jirsa, Mayor  
Wendy Koenig, Mayor Pro Tem  
Trustees Bob Holcomb  
Patrick Martchink  
Ward Nelson  
Ron Norris  
Cody Walker

Also Present: Frank Lancaster, Town Administrator  
Travis Machalek, Assistant Town Administrator  
Greg White, Town Attorney  
Jackie Williamson, Town Clerk

Absent: None

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

**PUBLIC COMMENTS.**

Art Messal/Town citizen stated his concern that the Accessory Dwelling Unit (ADU) discussion has moved forward without any public comment. He commented the Habitat homes approved at the last meeting would have no oversight and may change the neighborhood. He suggested Habitat donate the land to the Land Trust as open space.

Michelle Hiland/Town citizen questioned if the Board can make a decision based on subjective determination from a Development Code that is subjective. The Mayor requested Town Administrator Lancaster and Town Attorney White address the question directly with Ms. Hiland by contacting her in writing. She expressed her disappointment with the Board's approval of the Special Review for the Lazy B project. The Town citizens came forward to speak out against the development and provided written comment yet the Board approved the development.

**TRUSTEE COMMENTS.**

Trustee Norris stated the Estes Valley Planning Commission would hold its regularly scheduled meeting on August 16, 2016.

**TOWN ADMINISTRATOR REPORT.**

Town Administrator Lancaster stated he has served as the Town's appointment on the CML Policy Committee for the last several years. After discussion the Board agreed to reappointment Town Administrator Lancaster as the Town's appointment to the CML Policy Committee.

Kimberly Culp/Executive Director for LETA has requested time on the next agenda to update the Board on LETA's efforts to provide a redundant 911 line. CenturyLink has not provided a redundant system since their system was compromised during the 2013 flood. The Board consensus was to schedule the update for the August 23, 2016 meeting.

Town Administrator Lancaster provided a Board Policy Governance quarterly report on Policy 3.3 Financial Planning and Budgeting, Policy 3.12 General Town Administrator – Internal Operating Procedures, and Policy 3.13 Town Organizational Plan. He reported compliance with all areas with the exception of 3.3.4 and 3.13. The 2017 budget would be prepared with the intention of expenditures not exceeding expected revenues. The

past budgets approved by the Board spent down fund balance reserves, which is not sustainable. The organizational plan was not presented to the Town Board following the certification of the biennial election. Further discussion would follow on how to calculate fund balance because there have been questions from the new Board on how it is determined. He stated the 2015 CAFR has not been completed by the auditors by the end of July; however, the Town has been granted an extension.

**1. CONSENT AGENDA:**

1. Town Board Minutes dated July 26, 2016 and Town Board Study Sessions July 26, 2016 and July 28, 2016.
2. Bills.
3. Committee Minutes:
  - a. Community Development/Community Services Committee, July 28, 2016.
4. Estes Valley Board of Adjustment Minutes dated July 12, 2016. (acknowledgement only)

It was **moved and seconded** (Holcomb/Koenig) **to approve the Consent Agenda Items**, and it passed unanimously.

**2. LIQUOR ITEMS:**

1. **TRANSFER OF OWNERSHIP FROM ROCKY MOUNTAIN PARK INN LLC DBA ROCKY MOUNTAIN PARK INN TO BLOOMBERRIES BOX CART LLC, DBA BLOOMBERRIES BOX CART 1209 MANFORD AVENUE, OPTIONAL PREMISE LIQUOR LICENSE.** Town Clerk Williamson presented the application to transfer the current Optional Premise liquor license. All required paperwork and fees were submitted and a temporary was issued on July 7, 2016. TIPS training has been completed. It was moved and **seconded** (Holcomb/Koenig) **to transfer the Optional Premise Liquor License filed by Bloomberries Box Cart, LLC, dba Bloomberries Box Cart at 1209 Manford Avenue for the Events Center and Pavilion**, and it passed unanimously.

**3. ACTION ITEMS:**

1. **RESOLUTION #13-16 SUPPORTING THE LARIMER COUNTY MENTAL HEALTH INITIATIVE.** Peggy Reeves presented a review of the ballot issue to build a 24/7 public treatment center that would provide high-quality detox, mental health and substance abuse treatment. Larimer County has over 75,000 people that meet the criteria for needing mental or behavioral health services but are unable to access the care needed due to inadequate public facilities. Currently, individuals with mental and behavioral health problems are sent either to jail or the emergency room which cost the tax payer 4 times more than traditional services. The tax would be 25 cents on every \$100 spent and would sunset in 25 years. The funds would be used to purchase the land, build a facility and provide services. The item has been approved by the Larimer County Commissioners for the upcoming November General Election ballot.

Board comments were heard and summarized: the tax would be a long term investment; stated the importance in providing the services to the community; and mental health is a real problem that needs to be addressed. After further discussion, it was **moved and seconded** (Norris/Holcomb) **to approve Resolution #13-16 Supporting the Larimer County Mental Health Initiative on the General Election Ballot**, and it passed with Mayor Pro Tem Koenig recusing herself.

2. **ESTES VALLEY COMMUNITY CENTER FEE WAIVER REQUEST.**

Attorney White stated the Intergovernmental Agreement (IGA) with the Estes Valley Recreation and Park District has been drafted and would be placed on the August 23, 2016 agenda for the Board's consideration. He recommended the item be tabled and discussed in conjunction with the IGA. It was **moved and seconded** (Holcomb/Norris) **to continue the item to the August 23, 2016 Town Board meeting**, and it passed unanimously.

3. **PUBLIC HEARING - MOUNTAIN MEADOW ANNEXATION.** Mayor Jirsa opened the public hearing. Planner Gonzales stated the property contains approximately 6.17 acres and zoned A-1-Accommodations. The Board of County Commissioners conditionally approved the Mountain Meadow Subdivision Final Plat on May 16, 2016 with the condition the subdivision would be annexed by the Town of Estes Park within 3 months of Final Plat approval. The property borders Town limits on the north and on the west. Directly southeast and south are other County properties. The conditionally approved Final Plat consists of a 15 lot single-family home subdivision located off Fish Hatchery Road. The subdivision shall retain the A-1 zone district classification. The Annexation Agreement between the Town and The Sanctuary, LLC (Mark Theiss) requires the land owner to have the improvements listed in Phase 1 installed and accepted by the Town and/or guaranteed prior to the application for any building permit on any of the Phase 1 lots. This course of action is not customary with subdivision and annexation proposals. Typically, the improvements are guaranteed prior to the approval of the plat or annexation, or installed, inspected and approved prior to plat recordation.

Trustee Martchink questioned if the applicant would be interested in discussing a density bonus to limit the use to workforce housing. The applicant would be willing to entertain discussion on the topic.

Hearing no public comment, Mayor Jirsa closed the public hearing. Attorney White read the Ordinance into the record. It was **moved and seconded** (Koenig/Holcomb) **to approve Resolution #14-16, Ordinance #20-16 and the annexation agreement for the Mountain Meadow annexation**, and it passed unanimously.

Whereupon Mayor Jirsa adjourned the meeting at 8:05 p.m.

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Todd Jirsa, Mayor

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Jackie Williamson, Town Clerk

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**RECORD OF PROCEEDINGS**

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*Town of Estes Park, Larimer County, Colorado August 9, 2016*

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 9<sup>th</sup> day of August, 2016.

Board: Mayor Jirsa, Mayor Pro Tem Koenig, Trustees Holcomb, Martchink, Nelson, Norris and Walker

Attending: All

Also Attending: Town Administrator Lancaster, Assistant Town Administrator Machalek, Town Attorney White, Director Hunt and Town Clerk Williamson

Absent: None

Mayor Jirsa called the meeting to order at 4:32 p.m.

**DISCUSSION OF TOWN FUNDING FOR ESTES VALLEY INVESTMENT IN CHILDHOOD SUCCESS (EVICS).**

Nancy Almond/EVICS Director presented the Board with an overview of EVICS stating the agency provides information, assistance, and support regarding childcare, parenting, and early childhood services in the community. EVICS was formed through the partnership between the Town of Estes Park and the Early Childhood Council of Larimer County in 2006 with the primary focus of providing scholarships. The program has grown over the last 10 years and has expanded its services to meet the basic needs of families, including connecting families to food, clothing, etc. The organization has been receiving Community Service grant funding over the past 10 years from the Town, which has decreased from 75% to 19% of the operational budget. The funds from the Town help leverage the scholarship funds EVICS receives from other organizations. Other communities in Colorado have provide support for childcare ranging from a sales tax, General Fund, and the building of a childcare facility. Dependable and consistent funding from the Town would provide additional leverage for other funding sources, aid in expanding services to meet the needs of the community, allow EVICS to plan for the future, save time in preparing annual grant application, and provide access to greater county, state and federal resources. EVICS requested the Town consider a separate budget line item of approximately \$50,000 to \$60,000 for the services provided by EVICS through the development and execution of a Memorandum of Agreement or provide EVICS with a three-year funding cycle through the grant process. The funding would support the economic health of the community and sustainability of the community through the retention of working families.

Board discussion followed and has been summarized: questioned if EVICS reaches out to other organizations in town for support such as service groups and the business community; questioned the number of kids being served through EVICS; if the Town funds EVICS it would have to reduce funding for other entities in town; and workforce housing and childcare are the biggest need in the community. Staff has begun work on the development of the 2017 budget which is currently \$750,000 over budgeted revenues. A recommended budget would be reviewed with the Board during the October budget study sessions and staff would take direction from the Board on items to be added and deleted from the proposed budget. The request would be reviewed by the Board during the budget sessions.

Town Board Study Session – August 9, 2016 – Page 2

**UPDATE ON HOUSING NEEDS AND RESPONSE**

Administrator Lancaster stated the Colorado Association of Ski Towns (CAST) housing study demonstrated most resort communities allow Accessory Dwelling Units (ADUs) to aid in providing additional workforce housing. Staff would propose amending the Estes Valley Development Code to allow ADUs in all zoning districts with the exception of RM – Residential Multi-Family, require them to be attached, limited to 800 sq. ft., one per lot and limit the use to long term rentals, no vacation rentals permitted. The current code requires the lot to be 1.33 times the size of the minimum lot size for the zoning district. Homeowners could rent the basement apartment to help them afford a house in Estes Park as a side benefit to allowing ADUs.

Concern was raised on the need to enforce the use of the units as vacation homes and the need to add additional staff. Staff stated enforcement would be complaint based. Staff confirmed the Town could adopt the provisions within Town limits if the County Commissioners do not agree with the amendments to allow ADUs. The code change would legalize the current existing units and make it easier for people to advertise and find available units to rent.

The Board agreed to move the code amendments forward to allow ADUs as outlined with the exception of removing the lot size requirement of 1.33 and use the percentage of the lot coverage to determine the size of the unit rather than limit it to 800 sq. ft. Director Hunt stated the code amendments would be heard by the Planning Commission at their August meeting and be brought forward for the Board's consideration at the second meeting in September.

An additional item being considered by staff is an increase to the density bonus of 8 units per acre to 12-15 units per acre for affordable and workforce housing developments with deed restrictions to limit the use and prohibit short-term vacation rentals. The developments would be approved through a review process and would not be a use by right.

Board comments followed: Town needs to review density and whether or not to allow vertical building to increase density; each development should be reviewed to determine the number of units per acre rather than setting a limit; include wildlife corridor for each development to address the wildlife concerns; and concerned with the length and cost of the review process for the developers before the development may be approved or denied. The Board consensus was to move forward with reviewing barriers to development such as those outlined by staff.

Staff has found resources through Alliance for Innovation to aid in the development of a Request for Proposal (RFP) and a decision making matrix for the development of the Fish Hatchery property. Mayor Pro Tem Koenig requested the RFP include the developer build a childcare facility onsite. Staff stated the item would be added to the decision making matrix and those developments that include a facility would have additional points.

**TRUSTEE & ADMINISTRATOR COMMENTS & QUESTIONS.**

The Board discussed the next steps once the comment period has concluded for the Loop EA. Mayor Jirsa suggested the Board hold a special meeting to discuss the final document, including the addendum with the public comment. The Board agreed to set a special meeting after the final EA has been issued.

Administrator Lancaster stated the Town would begin discussions with the Estes Valley Fire Protection District on turning over the Fire Station to the District. The current lease does not clearly address the responsibility of building maintenance. The building was built on federal land through a Special Use Agreement, which would need to be converted to the District if the building become District property.



**Town Board Study Session – August 9, 2016 – Page 3**

Administrator Lancaster reviewed a memo prepared and presented to the Town Board in May 2015 outlining the possibility of Estes Park joining the Regional Transportation District (RTD).

**FUTURE STUDY SESSION AGENDA ITEMS.**

Mayor Jirsa requested the Board consider amending Policy Governance to include the evaluation of the Town Attorney and the Municipal Judge, discuss the monitoring report format used by the Town Administrator, and the evaluation of the Boards own policies.

There being no further business, Mayor Jirsa adjourned the meeting at 6:30 p.m.

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Jackie Williamson, Town Clerk

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## RECORD OF PROCEEDINGS

*Town of Estes Park, Larimer County, Colorado, August 11, 2016*

Minutes of a Regular meeting of the **PUBLIC SAFETY, UTILITIES & PUBLIC WORKS COMMITTEE** of the Town of Estes Park, Larimer County, Colorado. Meeting held in the Town Hall in said Town of Estes Park on the 11th day of August 2016.

Committee: Chair Koenig, Trustees Martchink and Nelson  
Attending: Chair Koenig, Trustees Martchink and Nelson  
Also Attending: Chief Kufeld, Directors Bergsten and Muhonen, Supervisor Berg, Manager Ash, Engineer Stallworth, and Recording Secretary Beers  
Absent: None  
Chair Koenig called the meeting to order at 8:00 a.m.

**PUBLIC COMMENT**  
None.

### **PUBLIC SAFETY**

#### **Reports**

1. **Community Service Officers (CSO's) Verbal Update:** Chief Kufeld provided an update on CSO's stating the department planned ahead for the Barnes Dance and hired six CSO's as opposed to the budgeted five, to work the intersections. The department has received positive comments on CSO's and the effectiveness of the Barnes Dance. The department took a step back on parking enforcement due to the demand of CSO's to work the intersections. Three CSO's have gone back to school, one had surgery, leaving two currently on staff. The department would bring some of the CSO's back for Labor Day weekend as well as Scoffest. Chief Kufeld went on to mention the difficulties associated with hiring students for the season as it impacts how long they are on staff.
2. **Verbal Updates and Committee Questions:**
  - Trustee Nelson commends the CSO's and their personal relation skills and their conducting of the Barnes Dance.

### **UTILITIES**

**HONDIUS WATER USERS VOLUNTARY WATER SYSTEM TRANSFER MEMORANDUM OF UNDERSTANDING (MOU).** There are private water systems throughout the Estes Park Valley which are struggling to maintain aging infrastructure and meet regulatory requirements. Owners of the system would bring the infrastructure up to Town standards and once improved, the Town would take over the system and the associated customers. Current water customers would not subsidize any of the infrastructure repairs to the Hondius system. The county has been successful in this process for many years using the EPA State Drinking Water Revolving Fund Loan Program, however it was not available to finance detailed design improvements. Financing the detailed design is more expensive than the small systems can afford. The department looked for additional options through the US Department of Agriculture for Rural Development. The department continues to work through legal issues. Director Bergsten stated that Town Attorney White would need to review the terms for the MOU. After further discussions, the **Committee recommended approval of the MOU, to the Town Board, to be included as an Action Item at the August 23, 2016 Town Board**

meeting.

**PARK ENTRANCE MUTUAL PIPELINE & WATER CO. (PEMPWCo) VOLUNTARY WATER SYSTEM TRANSFER AGREEMENT.** The Town and PEMPWCo entered into an MOU on April 14, 2015 for a voluntary water system transfer agreement. On July 5, 2016 PEMPWCo Board approved proceeding with the project by a 78% vote. Under the MOU the letter of intent would be signed August 11, 2016. Director Bergsten anticipates construction to start early 2017 and take approximately 3-5 months. **The Committee recommended approval of the agreement to the Town Board, to be included as an Action Item at the August 23, 2016 Town Board meeting.**

**Reports**

**1. Verbal Updates and Committee Questions:**

- Park Entrance, Hondius, Prospect Mountain, Blue Spruce, and Charles Heights are the independent water suppliers within the Town limits. Director Bergsten elaborated the Charles Heights system has already been added to the town system. Charles Heights has not been completed based on project priority and frequency of problems at other locations taking priority. Charles Heights has asked to expedite their construction by offering to help fund the construction. Director Bergsten stated that due to the fact that the county has already been dealing with Charles Heights there is a good chance that it will be expedited now that they have paved the way with the USDA.
- The Broadband Engineering RFP was issued a month ago and would close in a week. IT had approximately 10 companies submit questions and 10-15 companies participated in a pre-bid meeting.
- The State started the close out process for the Fish Creek Flood Recovery Project and the department continues to work through the six step process.

**PUBLIC WORKS**

**Reports**

1. **CDOT Intergovernmental Agreement (IGA) for New Dynamic Message Sign Board on US 36:** Director Muhonen stated the Agreement will be signed and approved for the dynamic message sign board and will be located on Hwy 36, East of Fourth Street, facing East towards incoming traffic on 36. Director Muhonen stated the location will allow traffic to be directed to the Events Center parking lot. The Dynamic Message sign on Hwy 36 will not replace banners. Signs will be limited to traffic and messaging only. Director Muhonen stated that the department has a grant application submitted to the Upper Front Range for the 2017 Congestion Mitigation and Air Quality (CMAQ) program for 2 more signs.
2. **2016 Street Improvement Program:** Manager Stallworth provided an update on the 2016 Street Improvement Program. He stated road improvements for 2016 have been completed on time and within budget including crack sealing of 70% of roadways, and overlays of 1.1 miles and 12,000 sq ft of additional paving. SEMA construction continues to make progress on Dry Gulch with paving of phase 2 to begin next week and top lift of phase 1 the following week to complete the paving for the project.
3. **Barnes Dance Traffic Flow Update:** Director Muhonen elaborated on the changes made to downtown intersections with the use of the Barnes Dance and its effectiveness. The department coordinated the signals at Hwy 34/36, mid-walk pedestrian signal, Riverwalk signal and Elkhorn signal and improved Westbound traffic from 12 minutes in 2015 to 7.4 minutes in 2016. This caused Eastbound to go from 2 to 3 minutes to 5 minutes. Round trip travel times through downtown

for the Gold Route shuttle increased with the implementation of the Barnes Dance. During this year's peak hour downtown 1,179 cars traveled through the Moraine intersection compared to 1,266 cars last year. Director Muhonen researched CDOT counts and compared the two weekends in 2015 against the same weekends in 2016. Two volumes were within 1% of each other, which led Director Muhonen to conclude the counts are a consequence of the Barnes Dance. The department staff continues to work on finding a signal timing sequence that optimizes the volume of vehicles and pedestrians that can be moved through the downtown core, while respecting the safety needs and minimizing the travel time delay for each mode.

4. **Feasibility Study for the Town to Maintain CDOT Signs, Striping and Signals within Town Limits:** Director Muhonen proposed hiring a consultant to conduct a Feasibility Study to evaluate taking over the signing, striping and signals on the CDOT network in the Estes Valley to complete improvements in a timely manner. CDOT would pay the Town to complete the signing, striping and signals. The consultant would cost approximately \$6,000. Funds are available in the 2016 budget.

5. **Verbal Updates and Committee Questions**

- Manager Ash provided project updates including Carriage Hills Dam repair, the Moraine Ditch, Brook Court and Moraine Bridge. Cornerstone Engineering was hired to provide construction management and is on site daily providing updates and ensuring plans approved by the state are being followed. Projected completion date is November 15th. The Brook Court project was started and on schedule for completion by September 5th. Moraine ditch would begin after the Brook Court project and is projected to be completed by September 30th. Engineering has issued three RFP's, the Estes Valley Stormwater Master Plan, Carriage Hills Augmentation Plan, and the Moraine Avenue Bridge Replacement Project Management Services Plan.
- Estes Valley Master Trails Plan has been completed and are posted online. Public Works attends the Trails Committee monthly meetings along with the Transportation Advisory Board (TAB) Chair. Projects compiled would be ranked based on priority. The Trails Committee and TAB would agree on what projects to complete using both Rec District and Town 1A funds to complete larger segments of trails through collaboration.
- Molly Mills with the Estes Valley Watershed Coalition (EVWC) submitted a grant application for river improvements on the Big Thompson. They were awarded funding to repair the eroded north river bank near the Visitor Center at a cost of \$108,000 if a local match can be provided. The EVWC have requested the Town consider funding the 12.5% local match of \$13,500. Director Muhonen requested an action item at the upcoming meeting to authorize the department to use funds from the Conservation Trust Fund for the match.
- CDOT approved the department's request to use Construction Management/General Contractor (CM/GC) approach for the parking structure. The construction would begin in November with a completion date in June 2017. The Project Manager would complete and issue an RFP and assemble a CM/GC team.

There being no further business, Chair Koenig adjourned the meeting at 9:21 a.m.

Jackie Williamson, Town Clerk

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## RECORD OF PROCEEDINGS

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*Town of Estes Park, Larimer County, Colorado, July 20, 2016*

Minutes of a Regular meeting of the Transportation Advisory Board of the Town of Estes Park, Larimer County, Colorado. Meeting held in the Rooms 202 & 203 of Town Hall, in said Town of Estes Park on the 20<sup>th</sup> day of July, 2016.

Present: Kimberly Campbell  
Ann Finley  
Gordon Slack  
Ken Zornes  
Tom Street  
Stan Black  
Belle Morris

Also Present: Greg Muhonen, Director of Public Works  
Megan Van Hoozer, Public Works Administrative Assistant  
Kevin Ash, Engineering Manager

Absent: Gregg Rounds  
Amy Hamrick  
Bob Holcomb, Town Board Liaison

Chair Campbell called the meeting to order at 12:05 p.m.

### **GENERAL DISCUSSION**

It was moved and seconded to approve the June meeting minutes and the motion passed unanimously.

### **PROJECT UPDATES**, *Greg Muhonen, Public Works Director*

Barnes Dance – The Town’s Traffic Consultant, Fred, came to make adjustments to pedestrian timing at the intersection of Elkhorn & Moraine. He increased the pedestrian traffic timing allowing 6 additional seconds which was taken from the vehicle traffic. The lights were coordinated to 116 seconds at all intersections to help flow and the ‘Right Turn on Green Only’ sign was removed to relief NB traffic congestion/back-ups. Member Slack experienced green lights all the way down Elkhorn this morning!

Shuttle run comparison hand-out compared 2015 & 2016. It appeared to show a 3 second increase between 2015 & 2016, however the data needs some adjusting to use same timeframe each year. 2016 seemed to have more recorded data, which effected the measurement. Updates will be made to chart once the remaining information is received by Fred. Chair Campbell suggested that the shuttles go west only down Elkhorn and loop up to Wonderview to make their round-trip rather than driving the downtown route to help their times. Director Muhonen agreed that was an interesting idea.

BARNES DANCE: CSO’s need to consistently announce that you can cross diagonally to ensure everyone knows due to those that aren’t up by the pole that shows the

**Transportation Advisory Board – July 20<sup>th</sup>, 2016 – Page 2**

directional crosswalk sign. The idea was mentioned to have music playing during the Barnes Dance.

Public Works is hiring Larimer County Traffic Engineer to perform a feasibility study regarding taking control over CDOT lights/signage/stripping. This will allow more flexibility in managing the roads within town without having to clear all decisions through CDOT and will allow more timely response to residents. CDOT will be refreshing highway paint in August.

Public Works received a request to add bicycle sensitive signs – providing for a 3-foot allowance between the car and the bicycle. MUTCD provides for allowed signs – the approved signs are a bike symbol/share the road. Greg has sent a request to CDOT for this signage on all three highways. TAB does not support the proposed sign. Member Morris says it's too mild. The Board will agree to a custom sign and propose to initiate the first of these signs on Dry Gulch Road. Director Muhonen invited TAB to submit requests for signs on specified streets to work with the coalition.

LOOP: Director Muhonen invited everyone to please come to the LOOP public hearing tonight. Attendance and comments are needed on both sides of issue. On Tuesday, July 19, 2016, two citizens came to the LOOP Q/A session. Both citizens were strongly opposed to the LOOP, however after 30-45 minutes of discussion, they felt they had more opportunity to hear the facts about certain aspects of the LOOP project to which they were previously opposed. Greg was very appreciative for the commentary and that he was able to shed light on the factual base of the proposal.

DRY GULCH: Contractor is currently working on Phase 2 of this project. There is a local detour through neighborhoods. At this time there is no signing/stripping at the roundabout by Gray Hawk. Public Works will handle getting this done.

BIG HORN SIGNAGE: A request was received to add a 20 MPH speed limit sign on Big Horn Drive. The traffic/pedestrian/bicycle situation is dangerous without proper signage.

VISITOR CENTER: Due to the continual situation wherein guests are parking along the Drop-Off / Pick-Up area in front of the Visitor Center, rather than install 'No Parking' signs, Public Works will paint the curbing red to indicate it's a no parking zone.



**Transportation Advisory Board – July 20<sup>th</sup>, 2016 – Page 3**

PARKING STRUCTURE: This project is still pending approval from FTA. There will be a one-on-one conversation with the head of the planning group. The Regional Director stated South Side IS eligible and they're very close to making a decision for categorical exclusion. Director Muhonen will call appropriate superiors to ensure a decision is ready to be made.

Per CDOT, since the Town of Estes Park hasn't utilized the allocated funding, they've been put on an inactive list for future grant applications. Additionally, if the Town has not broken ground by October 1, 2016, provided funding will be lost. Currently pushing for a new delivery method, CM/GC. The Town has proposed this method to CDOT – they said "Maybe" and provided a manual. There needs to be a project kick-off meeting to present to CDOT why this method should be used. They typically require the Design/Bid/Build method but this would exceed the allotted time for needed funding. There will be a meeting with CDOT on 7/28/16 to discuss. FTA isn't very excited about it so Director Muhonen has requested Town Administrator Lancaster make necessary contact.

DMB (Dynamic Message Board): Director Muhonen believes the best place to put the DMB is on 36 between Community Drive and 4<sup>th</sup> Street. Director Muhonen has submitted applications for two additional DMB's.

**PROJECT UPDATES**, *Kevin Ash, Engineering Manager*

2016 STIP work has been completed and looks good.

DRY GULCH: The schedule is strong and all is going well. The contractor is thinking of tearing out the bypass road to eliminate continued use despite the barrels.

Chair Campbell will be scheduling a meeting with RMNP. TAB suggested waiting until after September for the new RMNP Superintendent, Darla, to get her feet wet in her new role. Member Morris suggested Director Muhonen involve RMNP in all LOOP discussions. He will touch base with interim leads.

**TAB INITIATIVES**

Chair Campbell asked Director Muhonen how the TAB initiatives were received by the trustees. Trustee Holcomb did not hand out the draft proposal to the other trustees as anticipated. Director Muhonen stated that all trustees are on board for finding solutions to the parking problem and are supportive of a Transportation Master Plan. There needs to be a guiding document to start in 2017 or 2018 (*start with Hwy 7 per*

**Transportation Advisory Board – July 20<sup>th</sup>, 2016 – Page 4**

*discussion with Alison Chilcott*). The question was posed whether or not Community Development should come to the meeting for land use requirements. Director Muhonen clarified that transportation leads land use, but that proper communication coordination will be necessary.

PAID PARKING: The memo has evolved since last month and is not quite ready for a true vote. It has been deemed too big a proposal to ask trustees to approve paid parking. There is not yet enough initial buy-in.

There needs to be training for the new trustees and mayor on the background information for paid parking. Between now and late December, 2016, TAB will perform community outreach. Once researched vendors are narrowed down, the information will be collected and disseminated to trustees.

Chair Campbell proposed to have TAB do legwork to solicit vendors to supplement/help to locate vendors for paid parking. Different studies have been conducted. Director Muhonen had high praise for the write-up. As he learned from the LOOP project, early & effective citizen involvement (right now 50/50) is required. It is critical to begin the discussion in an open, receptive way and allow opportunity for buy-in and full understanding of the parking problem in town. It would be a good start to ask the community to provide their ideas for solutions. There are currently 3 phases: paid parking, employee parking and a parking expansion plan. It is important to engage residents in smaller groups to show we're listening. Make it a discussion. Need to include expansion piece within the deliverable (*working on it at a minimum*). Can paid parking contribute to parking expansion??

The TAB and Town will work together to determine proper public process, including neighborhood meetings and small group data gatherings. The initiative to be led by a consultant will be for paid parking as well as employee parking. Public outreach will be led by TAB once appropriate strategies have been determined.

Member Hamrick wants to state, once again, that when the draft implementation strategy refers to downtown employee parking, it appears to point to downtown businesses as being a large part of the problem.

**OTHER BUSINESS**

With no other business to discuss, Chair Campbell adjourned the meeting at 2:04 pm.

## RECORD OF PROCEEDINGS

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*Town of Estes Park, Larimer County, Colorado, July 15, 2016*

Minutes of a Regular meeting of the Parks Advisory Board of the Town of Estes Park, Larimer County, Colorado. Meeting held in the Town Hall Board Room, in said Town of Estes Park on the 15<sup>th</sup> day of July, 2016.

Present: Merle Moore  
Celine Lebeau  
Carlie Bangs  
Terry Rustin  
Vicki Papineau  
Ronna Boles (& Paige the baby)

Also Present: Kevin McEachern, Public Works Operations Manager  
Brian Berg, Parks Division Supervisor  
Sam Phillips, Flood Recovery Project Associate  
Patrick Martchink, Trustee Liaison

Absent: Dewain Lockwood  
Greg Muhonen, Director of Public Works  
Megan Van Hoozer, Public Works Administrative Assistant

Chair Lebeau called the meeting to order at 11:03 a.m.

### **GENERAL BUSINESS**

It was moved and seconded (Rustin/Bangs) to approve the June meeting minutes with minor corrections and the motion passed unanimously.

### **PARKS DIVISION UPDATE**

On Saturday, July 16, the Town would be holding a weed roundup at the Boneyard from 9:00 AM to 12:00 PM. Represented entities would include Larimer County, Parks Division, Estes Valley Land Stewardship Association (ELSA), Rocky Mountain National Park (RMNP) and others. These organizations would be giving away educational booklets, latex gloves, weed bags, and KIND Coffee gift certificates.

On Monday, July 18, through Tuesday, July 19, the Parks Division will be giving tours to the America In Bloom judges (*i.e.*, *Rec area, YMCA, Downtown*). Supervisor Berg will inform the PAB of the final critique once received. Keri Kelly and Supervisor Berg will be taking the judges to the local “Business Bright Spots” wherein the Town awards businesses for lovely landscaping and taking care of the area outside their business.

Mike Donnachie, Parks Maintenance Worker, placed 35 out of the 50 identification signs by the trees in Estes Park. This was made possible through grant funding from the Colorado Tree Coalition. These trees help guests identify native trees along with non-native trees in order to educate locals what could grow in our climate besides Ponderosa, Aspen, and Spruce.

The brochures for trees and flowers, which the Parks Division created, are available at the Visitor’s Center, Town Hall, Public Works Department, and the Library to help educate residents and guests on trees and flowers in the Estes community.

CDOT responded involving the tunnel tiles and lights. The Town will move forward with the tiles and will then begin work on the lighting due to CDOT permit timing and process. Trustee Martchink had brought an Eagle Scout into the project that is interested in putting up more tiles. Along with Supervisor Berg, the mentioned Eagle Scout and Kristin Hill would be meeting to figure out the timing of this project. Supervisor Berg would like to see this project compete sooner than later due to weather. Berg had also been in contact with Steve’s Welding to enclose the tunnel lights for the time being to prevent vandalism. The Town would be considering switching the lights to more efficient LED lighting.

## **DEVELOPMENT CODE PLANT LIST FINALIZATION**

Director Muhonen had previously suggested placing notes and installation guidelines for newly planted material to warn users about the wildlife population and their grazing preferences. Annuals were not included in the list so a recommendation was made to meet with Keri Kelly, Parks Maintenance Worker, to provide a list of annuals and insight on other options for protection methods other than fencing.

The Board discussed many options for the development code plant list. Chair Lebeau would like to add to the grasses section.

Trustee Liaison Martchink enjoyed the new music walkway additions and praised the Board for their well thought out comments involving the Art in Public Places selection process.

### **OTHER BUSINESS**

With no other business to discuss, Chair Lebeau adjourned the meeting at 11:40 a.m.

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## RECORD OF PROCEEDINGS

1

**Estes Valley Planning Commission**  
**July 19, 2016**  
**Board Room, Estes Park Town Hall**

**Commission:** Chair Betty Hull, Commissioners Doug Klink, Nancy Hills, Steve Murphree, Sharry White, Russ Schneider, Michael Moon

**Attending:** Chair Hull, Commissioners Murphree, Moon, Klink, White, Schneider, and Hills

**Also Attending:** Community Development Director Randy Hunt, Planner Carrie McCool, Senior Planner Alison Chilcott, Town Attorney Greg White, Town Board Liaison Ron Norris, County Liaison Michael Whitley, Recording Secretary Karen Thompson, and Town Trustee Walker

**Absent:** None

Chair Hull called the meeting to order at 1:30 p.m. There were approximately eight people in attendance. Each Commissioner was introduced. Chair Hull explained the process for accepting public comment at today's meeting. The following minutes reflect the order of the agenda and not necessarily the chronological sequence.

Chair Hull welcomed Director Hunt, who comes to Estes Park from Laramie, Wyoming, where he served the City as the Community Development Director.

**1. PUBLIC COMMENT**

Johanna Darden/Town resident suggested the Commissioners consider making sure a developer has all funds available to take a project to completion prior to approving the projects.

**2. CONSENT AGENDA**

Approval of minutes, June 21, 2016 Planning Commission meeting.

**It was moved and seconded (Schneider/Klink) to approve the consent agenda as presented and the motion passed unanimously.**

**3. METES & BOUNDS PARCEL, 650 COMMUNITY DRIVE; ESTES VALLEY COMMUNITY CENTER LOCATION & EXTENT DEVELOPMENT PLAN 2016-06 & MINOR SUBDIVISION PLAT**

Tom Carosello/Executive Director of the Estes Valley Recreation and Parks District (EVRPD) presented the application. The owner's representative, Chuck Jordan, was in attendance, along with Van Horn Engineering & Surveying Engineer David Bangs. He stated this project comes about as the result of a ballot item passed in November of 2015. The development review is for an approximate 65,000 square foot multi-generational community center on approximately 6.49 acres. The site is being conveyed to the EVRPD from the Estes Park School District. Since the election, consultants and architects were hired, and they have been in collaboration with Town and School District staff on designing the facility. The original square-foot cost of the center was approximately \$290. The current costs are \$412 per square foot, which has forced the EVRPD to put limitations on the original designs. The EVRPD will be staying within their budget to construct the proposed community center.

Planner McCool reviewed the staff report. The site is located on the Estes Park Schools campus, surrounded by Stanley Park. The entire site is 43.5 acres. The applicant would like to create two lots to accommodate the proposed community center and the existing school building site. Proposed Lot 1 would accommodate the existing schools (37.86 acres), and Lot 2 would accommodate the Community Center (6.49 acres). Access to the site is from Manford Avenue and Community Drive. This is a Location and Extent Development Plan review, which gives the Commissioners the location and scope of the development plan. Key review criteria is compliance with the Comprehensive Plan and the Estes Valley Development Code (EVDC). Additionally, a Minor Subdivision Plat is requested to create two parcels of record from one existing parcel. Staff and the applicant have worked closely together to work through issues. The application was routed to all affected agencies and adjacent property owners, and a legal notice was published in the local newspaper. All agency comments have been addressed by the applicant and can be taken care of during the building permit process.

Planner McCool stated there are three key issues:

- Maximum lot coverage, where 71.7% is proposed, and the maximum allowed is 65%. The applicant is requesting a minor modification from the EVDC to allow the 71.7%. The Estes Valley Planning Commission (EVPC) has the authority to grant a minor modification to allow the proposed increase in lot coverage percentage. The Commission must find that the modification advances the goals and purposes of the EVDC, or relieve some practical difficulty in developing the site. Staff finds that allowing the 6.7% over the allowable limit would relieve difficulties and promote a more environmentally sustainable project. Planner McCool stated there were many design challenges, including but not limited to incorporating the existing aquatic facility into the design of the structure.
- Building site, orientation, and materials requirements, where the applicant is requesting a minor modification to allow the main entrance of the community center front Manford Avenue. The EVDC requires the main entrance of all buildings in the *CO-Commercial Outlying* zone district be oriented to the front property line and to the maximum extent feasible long, flat or blank walls facing the street should be avoided. The front property line is along Community Drive, and the applicant prefers the main entrance front Manford Avenue. The applicant has proposed enhanced treatment to the building along Community Drive which would result in less visual impact (building materials, façade changes, windows, etc.). The existing aquatic center does not front Community Drive.
- Screening and minimizing visual impact of rooftop mechanical equipment. The applicant mentioned design changes throughout the review process, and the final design for the rooftop mechanical equipment and screening of such has not been finalized. The applicant requested to defer that submittal to a later date to be determined. Therefore, staff has included a condition of approval for the rooftop screening.



**Estes Valley Planning Commission**  
**July 19, 2016**  
**Board Room, Estes Park Town Hall**

Staff finds the proposed development advances several adopted Community-wide policies, including community design, growth management, mobility and circulation, as well as economics.

Planner McCool discussed the subdivision design standards. The EVDC states sidewalks on both sides of the street may be required if it is determined there are significant pedestrian uses, unless there are unusual topographical conditions. Sidewalks in this area get heavy use, as the schools are located nearby. It was important to look at code requirements and design challenges and how the applicant has addressed those challenges. The Commissioners can determine if sidewalks are required on both sides. The application has proposed sidewalks along Community Drive, but not on Manford Avenue. There are crosswalks directing pedestrian traffic to the north side of Manford Avenue, where sidewalks already exist. Planner McCool stated the drainage structure is proposed for the northwest corner of the site along Community Drive, which limits space for a sidewalk on Manford Avenue. The applicant is requesting more internal parking lot configurations to provide pedestrian access. Again, the design challenges of incorporating the existing aquatic center make it unfeasible to construct a sidewalk along Manford. Planner McCool stated adequate public services and facilities are available to serve the development. Approval of the minor subdivision would not be detrimental to the public welfare, injurious to other properties in the neighborhood, nor in conflict with the purposes and objectives of the EVDC.

Planner McCool stated staff is recommending approval of the Location and Extent Development Plan, with the condition regarding the rooftop screening of mechanical equipment. Staff is requesting the condition be met within 30 days of the Planning Commission decision.

**Staff and Commission Discussion**

Commissioner Moon was concerned about the sidewalk issue. As a member of the Police Auxiliary Unit, he assists students crossing the streets and is concerned for their safety. He stated a better effort should have been made to relocate the detention pond in order to create sidewalks on Manford Avenue.

**Applicant and Staff Discussion**

David Bangs/applicant engineer stated there are three main connection points to the existing public infrastructure: (1) on the west side of the proposed community center that crosses at the intersection of Graves Avenue and Community Drive, where an upgraded crosswalk will be constructed; (2) at the northwest corner of the site which crosses Manford Avenue to existing sidewalk on the north side, heading west; (3) to the east, existing connections with the schools will be improved along the north side of Manford Avenue. The applicant feels these measures are adequate to getting pedestrians to existing sidewalks. There is no sidewalk proposed along the south side of Manford Avenue. The improved crosswalk at Graves Avenue and Community Drive will make the crosswalks line up perpendicular with the intersection, rather than the current angled design. Vehicular congestion will be greatly reduced with the reconfiguration of vehicle access routes. Mr. Bangs stated it would not be practical to relocate the drainage structure as there is a large vault in that area containing the mechanical equipment for the school's sprinkler systems. Commissioner Hills stated the peak traffic time for the community center will be

**Estes Valley Planning Commission  
July 19, 2016  
Board Room, Estes Park Town Hall**

between 5:30 and 9 a.m., which is the same time students will be arriving to the schools. Many residents visit the existing health clubs during these early morning hours. She, too, was concerned about student safety as it related to sidewalks and traffic. Mr. Bangs stated the traffic study conducted by Delich Associates was valid and credible. Commissioner Klink stated the EVDC requires sidewalks and trails in places where there is very little pedestrian traffic, and now they are being asked to waive the standard for sidewalks in a very high traffic area.

Chuck Jordan/project architect explained the school district has been a part of the design process, and did not request a sidewalk be placed on the south side of Manford Avenue. Commissioner Moon stated the situation at Graves and Community Drive would be much better, but thought asking students to cross an intersection twice is not acceptable when the addition of a sidewalk would eliminate one of the crossings.

Other Commissioner comments included, but were not limited to: concern that the ballot stated the proposed community center could be used as an evacuation center during emergencies, but would be deficient in that area with the current plans to have only a caterer's kitchen; while a commercial kitchen is not part of the current plan, there are commercial kitchens located within the schools; impervious coverage is less than originally planned because the footprint has been slightly reduced, and some landscape islands in the parking lots have been redesigned to increase the amount of parking available; the development review pertains to the footprint of the building and the minor subdivision plat, not the specific uses of the proposed building. Mr. Bangs requested to reserve the right to provide closing comments, if needed.

**Public Comment**

Johanna Darden/Town resident stated the project does not meet the goals of the Comprehensive Plan or the needs of the community. What was presented to the community prior to the vote for the bond is quite different than what is being proposed. A community center should be more than a recreation center. The senior center services that were proposed earlier have been reduced. She attended many meetings regarding this community center, and the current proposal is nothing like what the people voted for.

Public comment closed.

**Staff and Commission Discussion**

Commissioner Hills reiterated her concern regarding the vehicle traffic early in the morning, and the safety concern for students. She was in favor of requiring sidewalks along Manford Avenue.

**It was moved (White) to continue the application to allow the applicant time to work on the traffic and sidewalk issues. The motion did not receive a second.**

Director Carosello stated the sidewalk could be worked in to the design without continuing the meeting and delaying the EVPC decision.

Town Attorney White stated conditions could be placed regarding sidewalks and parking. The applicant is under a very fast track and is up against some very tight deadlines. If the review of the application is continued there is a very good chance the project would die.

**Staff Findings**

1. The application is consistent with the policies, goals and objectives of the Comprehensive Plan.
2. Adequate services and facilities are available to serve the development, if revised to comply with recommended conditions of approval.
3. If revised to comply with the recommended condition of approval, the applications will comply with applicable sections of the Estes Valley Development Code, as described in the staff report.
4. The requested Minor Modification to Maximum Lot Coverage requirements in §4.4, Table 4-5 of the EVDC relieves practical difficulties in developing the site.
5. The requested Minor Modification to the Building Orientation requirement in §4.4D, Additional Zoning District Standards of the EVDC relieves practical difficulties in developing the site and results in less visual impact while ensuring the character of the area is maintained.
6. Approval of the proposed Minor Subdivision will not be materially detrimental to the public welfare, injurious to other property in the neighborhood, or in conflict with the purposes and objectives of this Code.
7. The Planning Commission is the Decision-Making Body for the Location and Extent Development Plan and the Recommending Body for the Minor Subdivision Plat application.
8. Town Board of Trustees is the Decision-Making Body for the Minor Subdivision Plat application.

**Conditions of Approval**

1. The applicant shall submit an amended Elevation Plan that identifies the final location of rooftop mechanical equipment and screening pursuant to EVDC §7.13 within thirty (30) days of Planning Commission approval.
2. The applicant shall install sidewalks on the south side of Manford Avenue from the intersection of Community Drive and Manford Avenue at the east end, to the intersection of Community Drive and Manford Avenue at the west end of the property.

**It was moved and seconded (Moon/Schneider) to recommend approval with the findings and condition recommended by staff, with the addition of Condition #2 by the Commission and the motion passed 6-1 with Chair Hull voting against.**

Commissioner comments included: most traffic will be between 5:30 and 9 a.m.; adding the sidewalk would reduce the number of crossings required from the middle and high schools from three to one; eliminating multiple crossings would improve student safety.

**Estes Valley Planning Commission**  
**July 19, 2016**  
**Board Room, Estes Park Town Hall**

**4. PROPOSED AMENDMENT TO THE ESTES VALLEY DEVELOPMENT CODE REGARDING CONCURRENT REVIEW – TIMING OF BOARD OF ADJUSTMENT REVIEW**

Senior Planner Chilcott reviewed the staff report. She stated in 2014 the Town Board and County Commission amended the EVDC to require that in all cases, variance approvals must be the last entitlement approval obtained. Specifically, the code states “The Community Development Director shall require that BOA review occur after final action on related development applications by the Decision-Making Body...” This amendment was put in place in direct response to a specific development application. At that time, Trustees directed staff to revisit the code amendment during the next 18-24 months. In that time, Staff has found the code amendment to have more disadvantages than advantages. Specifically, the requirement creates longer review times for non-complex or non-controversial projects. For complex projects, there is additional financial burden on the applicant for engineering and design expenses that could be reduced if the BOA review occurred earlier on in the review process.

Senior Planner Chilcott stated staff recommends the current code be revised to allow the applicant to request a particular processing schedule for their application, and for the Community Development Director to have the authority to review and approved said schedule. This would provide more flexibility for the Director in regards to scheduling application reviews. This direction was brought forward at the direction Interim Director Karen Cumbo. The Planning Commission is the Recommending Body to both the Town Board and County Commission.

**Staff and Commission Discussion**

There was discussion about whether certain application processes could be circumvented if this code amendment passed. There was additional discussion about the definition of “concurrent”. It was stated there are considerable costs involved in the design of projects, and if the BOA is the last of the review processes and the variance is denied, the applicant would have spent a significant amount on the project without a positive outcome. If the BOA could be one of first to review the project, those expenses could be minimized. Other comments included: this would be putting the code back the way it was; there is no problem with giving authority to the Community Development Director, but would like to see criteria that defines when the Community Development Director makes the decision for which process. This explanation of authority could be through a written policy.

Director Hunt suggested having a known quantity for the applicant, e.g. a standard process with a calendar that allows the public, staff, and Board members to know if an application is filed on a certain date and is complete, it will reach certain milestones on certain dates. He would like to make sure that is transparent for the public and applicants. A calendar could be provided to Commissioners for review. A situation where this process would be relevant is when a potential buyer has a contract on a property, and the ability to have the variance heard at the beginning of the process would assist in determining whether or not the property could be developed as planned. Commissioner Klink suggested removing the text “whenever possible” from the proposed code language to add clarity to the amendment.

**Estes Valley Planning Commission  
July 19, 2016  
Board Room, Estes Park Town Hall**

**Public Comment**

Johanna Darden/town resident stated the reason the BOA was asked to make their decision after the Planning Commission was for a very good reason, when the proposed performing arts center height variance was being determined. She was uncomfortable with having the BOA being the first decision-making body on a major project. All the facts should be considered on the project. She suggested not making a recommendation on this item today to allow time for additional thought on timing. She stated projects in the Estes Valley tend to be pushed through very fast.

**It was moved and seconded (Klink/Hills) to recommend approval of the proposed code amendment to the Town Board and County Commission as presented by staff, with the removal of the text “whenever possible” in addition to the other proposed text deletions and the motion passed unanimously.**

**5. REPORTS**

- A. Estes Valley Board of Adjustment
  - 1. Planner Chilcott reported the Maxwell Inn and Newberg Residence variances were approved July 12, 2016
- B. Estes Park Town Board
  - 1. Planner Chilcott reported the Annexation Request for Mountain Meadow Subdivision was continued to August 9, 2016 to allow staff and the applicant to work out an agreement for phasing the infrastructure improvements.
- C. Larimer County Board of Commissioners
  - 1. Commissioner White stated the Planning Commissioners received a letter from Town Administrator Lancaster on July 1, 2016 regarding Accessory Dwelling Units (ADUs). It was brought to the attention of the Larimer County Board of Commissioners that workforce housing was needed due to the anticipated closing of Highway 34 between Loveland and Estes Park. Commissioner Donnelly and Commissioner Johnson did not support pursuing the topic of ADUs at this time.

Assistant Town Administrator Machalek stated there is hope to meet with the County Commissioners to discuss ADUs and workforce housing in regards to the highway closure. There has not been any formal discussion about proposed code amendments. Administrator Lancaster provided advance information to the Planning Commissioners. Commissioner White stated she was concerned about the County Commissioner’s comments regarding the Housing Summit and ADUs and processes. ATA Machalek stated at some point, there will be a public meeting regarding these items, and they will be noticed so the public is aware of them. Town Board Liaison Ron Norris thanked Commissioner White for bringing up the issue. This is a case where some concurrent review and communication would be prudent, and recommended ATA Machalek provide some background information to Town Trustees in his week-end report to help the Trustees get up to speed on this issue.

**Estes Valley Planning Commission  
July 19, 2016  
Board Room, Estes Park Town Hall**

- D. Senior Planner Chilcott reported staff is continuing to work on an agreement with Winter and Associates to perform the Downtown Plan. Staff received a revised scope and budget late last week and will determine how to move forward.
- E. Environmental Planner Tina Kurtz reported she is now the Floodplain Manager for the Town of Estes Park. Regarding floodplain mapping, we are waiting for peer reviews of the hydrology study to be completed. As of today, no dates have changed. There was brief discussion about how mapping is related to bridge replacement. Ms. Kurtz stated the map creators will base their maps on existing conditions. Any projects taking place after those initial mapping studies can be addressed as needed. Changes can also be made after floodplain maps are formally adopted. The state has control over the mapping process. If approved projects are completed after the mapping is done, changes can be made to the maps to incorporate the changes. Town Attorney White stated the Environmental Assessment for the Loop project included the area from Riverside Drive downstream to Highway 36. This area may be further studied for possible channel widening.

**There being no further business, Chair Hull adjourned the meeting at 2:53 p.m.**

\_\_\_\_\_  
Betty Hull, Chair

\_\_\_\_\_  
Karen Thompson, Recording Secretary

August 4, 2016

To: All Larimer County Government Partners

RE: 9-1-1 Diversity

**Problem:**

On September 12, 2013 Estes Park and the surrounding Valley lost the ability to dial 9-1-1 from their wireless and landline devices. From that tragic flood, we learned the core CenturyLink infrastructure that supports 9-1-1 was not built with physical path redundancy to many of our communities in Larimer County including Estes Park. Despite ongoing conversations with the Public Utilities Commission, Commission Staff, and CenturyLink, tangible progress to address this issue was not made. On March 23, 2016 a spring snowstorm caused another 9-1-1 outage in the same Estes Valley area. The outage lasted for 7 hours on landline phones and 28 hours for wireless phones.

**Background:**

LETA has found the following items to be critical for your consideration:

- Attachment 1 was created by the PUC and is a summary on the historical documented action that has occurred since LETA's investigatory request following the 9-1-1 outage in September 2013.
- The PUC rules and Tariff process in Colorado allows a certified basic emergency service provider to provide 9-1-1 in Colorado. In Colorado, we have two certified 9-1-1 providers, CenturyLink and West Safety Services. CenturyLink is the only carrier that provides the physical network for 9-1-1.
- May 20<sup>th</sup>, 2016 LETA, CenturyLink and all Stakeholders held a meeting in Estes Park to discuss 9-1-1 diversity and to have an open discussion about resolution.
- June 22<sup>nd</sup> 2016 LETA provided CenturyLink with a formal written request to provide diversity to Estes Park as the PUC stated the previous verbal and written inquiries did not constitute a formal request.
- July 13<sup>th</sup>, 2016 LETA held a conference call with CenturyLink and the PUC about LETA's formal diversity request.
- August 2<sup>nd</sup> 2016 LETA held another conference call with CenturyLink and the PUC about LETA's formal diversity request.

**Current Status:**

CenturyLink stated they are having conversations with Platte River Power Authority (PRPA) about running fiber on PRPA's poles or leasing fiber that is being ran by PRPA along Highway 34/Highway 43 to Estes Park. CenturyLink did not know the status of their negotiations with PRPA nor could they provide a timeline. If CenturyLink partners with PRPA, this would provide a diverse physical path for 9-1-1 in the Estes Valley.

CenturyLink has not provided a formal written response to LETA's diversity request dated June 22<sup>nd</sup> 2016. CenturyLink stated they will respond to LETA in writing but did commit to a timeframe.

CenturyLink remains as the only 9-1-1 provider in Colorado providing the physical network.

The telecom rules do not require a timeline for a carrier to reply to a 9-1-1 diversity request. The rules simply state "the carrier shall develop cost based tariff rates for diverse routing of 9-1-1 circuits". The PUC has demonstrated over the last several years that they do not have the authority to require CenturyLink to provide diversity in our 9-1-1 network.

**Action:**

The LETA Board believes they have tried to resolve the 9-1-1 Diversity issue through all means possible without resolve. LETA is contemplating filing a formal complaint at the PUC, Governor's Officer, and the Federal Communications Commission. They would like to file the complaint with signatures of our Government Partners. Please contact me or your LETA Board representative by August 31<sup>st</sup> 2016 if your agency would like to jointly file a complaint.

Sincerely,

*Kimberly J. Culp*

Kimberly Culp, LETA Chief Executive Officer  
970-962-2175 [kculp@leta911.org](mailto:kculp@leta911.org)

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# Memo

To: Honorable Mayor Jirsa  
Board of Trustees  
Frank Lancaster, Town Administrator

From: Travis Machalek, Assistant Town Administrator

Date: August 23, 2016

RE: *Intergovernmental Agreement Between the Estes Valley Recreation and Park District and the Town of Estes Park for the Estes Valley Community Center*

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**Objective:**

To obtain Board approval of the Intergovernmental Agreement (IGA) between the Estes Valley Recreation and Park District (District) and the Town of Estes Park (Town) regarding the Estes Valley Community Center (EVCC).

**Present Situation:**

On July 12, the Town Board unanimously approved Resolution #17-16 directing staff to negotiate an intergovernmental agreement with the Estes Valley Recreation and Park District for the Estes Valley Community Center. Town staff has met with representatives of the District and drafted an IGA that staff believes is in line with the direction given by the Board. The District Board approved the IGA on August 16.

**Advantages:**

- Provides for enhanced services for seniors including recreational programs, social programs, and activities
- Provides for the transfer of existing program coordinators
- Provides for unified management and programming of the EVCC
- Eliminates the need for ongoing lease/operating agreements between the Town and the District for the operation of the EVCC
- Provides Senior Center patrons with seamless integration into all program offerings at the EVCC

**Disadvantages:**

- The delivery method of some programming may change
- Some senior citizens are more comfortable with the Senior Center being part of the Town rather than part of the District

**Budget:**

The 1A funds are budgeted and will be distributed in accordance with the IGA

**Action Recommended:**

That the Town Board approve the IGA

**Level of Public Interest:**

Very High

**Recommended Motion:**

I move to **approve/deny** the Intergovernmental Agreement Regarding the Estes Valley Community Center and authorize the Mayor to sign.

**INTERGOVERNMENTAL AGREEMENT REGARDING  
THE ESTES VALLEY COMMUNITY CENTER**

**PARTIES.** The parties to this *Intergovernmental Agreement Regarding the Estes Valley Community Center* (IGA) are the **TOWN OF ESTES PARK**, Colorado, (Town), and the **ESTES VALLEY RECREATION AND PARK DISTRICT**, (District); collectively referred to as Parties.

**SECTION 1. RECITALS AND PURPOSES.**

**WHEREAS**, on April 1, 2014, the electors of the Town passed Ballot Issue 1A which provided in IA (3) for the collection and distribution by the Town of a portion of the Town's sales tax for the construction of a community recreation center including facilities for the Senior Center (1A Funds); and

**WHEREAS**, on November 3, 2015, the electors of the District passed Ballot Issues 4C & 4D which provided that the District could incur bonded indebtedness to construct, improve and equip the Estes Valley Community Center (EVCC); and provided for an increased mill levy to provide additional revenues to defray the operational costs of the EVCC for a ten-year period commencing in 2018; and

**WHEREAS**, with the approval of the subdivision and creation of the lot upon which the EVCC will be constructed, the District finalizing the financing and the design plans of the EVCC, and in preparation of the commencement of construction of the EVCC, the Town and the District desire to enter into this IGA to provide for the payment to the District of the currently collected and future Ballot Issue 1A (3) revenues for the District's capital expenditures for the EVCC; and

**WHEREAS**, the Parties agree as to what the design and final plans of the EVCC should minimally include to adequately provide for the continuation of senior services at the EVCC; and

**WHEREAS**, integration of senior services into the EVCC was the preferred recommendation of the Town's 2013 *Senior Center Master Plan*, receiving strong support through the public process; and

**WHEREAS** the Town and District desire to transfer the management of senior services from the Town to the District upon the commencement of EVCC operations to allow for integration, streamlining and management of senior services in the Estes Valley by one entity; and

**WHEREAS** the Parties desire to delineate their respective obligations and responsibilities regarding senior services that currently are provided by the Town and other entities within the Estes Valley to ensure that the services will be continued without substantial modification as to quality or quantity;

**NOW, THEREFORE**, for the reasons stated herein, and in consideration of the mutual covenants and agreements set forth below, the Parties stipulate and agree to the following terms and conditions regarding the transfer of 1A Funds and the assignment and assumption of senior services from the Town to the District.

## **SECTION 2. TRANSFER AND UTILIZATION OF 1A FUNDS.**

**2.1** Within ten (10) working days of final approval and mutual execution of this IGA, Town shall take such actions and execute such documents that may be necessary to effectuate the transfer of all accumulated 1A Funds available at the time of execution (collected and on deposit in Town's designated accounts) subsequent to the approval of Ballot Issue 1A.

**2.2** After the initial transfer of 1A Funds as provided above, Town shall transfer to the District collected 1A Funds on a monthly basis within fifteen (15) working days after such 1A Funds are received by the Town.

**2.3** All such transfers may be accomplished by electronic transfer between the Parties' respective designated accounts at COLOTRUST or between accounts at such other financial institutions that the Parties may designate in the future.

**2.4** All transferred 1A Funds shall be utilized by the District, at the sole discretion of the District's governing board, for any capital purposes pertaining to the EVCC that are directly related to the construction, financing, capital repair, alteration, or replacement of capital items at the EVCC, and the purchase and replacement of fixtures and such equipment that may fall within the category of capital items under generally accepted governmental accounting practices. In no event shall 1A Funds be utilized for any operational costs or expenses of the EVCC or for the purchase of non-capitalized items or personal property. Such 1A Funds may be received and deposited by the District in such accounts as it may determine is in the best interest of the District, including short term interest bearing accounts prior to making the capital expenditures as set forth herein.

## **SECTION 3. DESIGN AND CONSTRUCTION OF EVCC.**

**3.1** The District's final plans for the design and construction of the EVCC shall include, as a minimum, the following:

- a. Kitchen facilities for utilization by, and for the benefit of, providers of senior services and for senior patrons of such senior services that may be conducted at the EVCC. The type and grade of the kitchen facilities shall be determined by the District but shall, as a minimum, be capable for providing hot meals sponsored by non-EVCC program providers through coordination with the District.
- b. Multi-purpose rooms for utilization by senior patrons and by providers of senior services for senior oriented programs, lectures, classes, seminars, and other senior related activities. The number and size of such rooms shall be designed and constructed at the discretion of the District.
- c. A designated game room of sufficient size to accommodate a regulation size pool table for utilization by senior patrons.

**3.2** Other than those facilities specified in paragraph 3.1, the District may design and construct the EVCC at its sole discretion in accordance with all applicable legal standards and regulations.

#### **SECTION 4: SENIOR SERVICES**

**4.1** Upon completion and commencement of operations of the EVCC, the District shall assume responsibility for the provision of enhanced services for seniors and shall include such senior services in its programming. Such “enhanced services” shall mean recreational as well as social programs and activities that are specifically designed and provided to seniors in the Estes Valley to include, but are not limited to, the following:

- a. Active and passive recreational and social interaction services.
- b. Personal development, life-long learning educational programs, and health and fitness programs and activities that are tailored for seniors.
- c. Recreational activities designed for seniors with limited mobility.
- d. Coordination and support of volunteer staffing to assist senior patrons at the EVCC.
- e. Informational and referral services for outside resources.
- f. Off-site recreational and cultural experiences for seniors, dependent upon participation and availability of transportation resources. The Town shall transfer to the District its 2006 Ford E450 van by bill of sale (as-is).

**4.2** The District shall establish a Seniors Advisory Committee of no more than five members which members shall be selected and appointed by the District’s Board of Directors. At least two of such members on the Committee will be appointed from the membership of Estes Park Senior Citizen’s Center, Inc (a 501(c)(3) entity).

**4.3** The District may modify, design, and substitute such delineated services and programs based upon senior participation and demand. In making such determinations, the District shall consider the input of its Senior Advisory Committee.

**4.4** The District shall provide seniors access to active and passive social interaction services and amenities at no charge. Such social interaction services and amenities include access to designated senior multipurpose room or areas, coffee and refreshment areas, and lobby and sitting areas. **4.5** The District shall provide senior patrons of the EVCC access to formal recreational classes and structured recreational activities requiring access to recreational equipment and facilities, at established senior rates and discounts, including Silver Sneaker programs.

**4.6** The District will offer the Town’s current Program Coordinators (1.25 Full Time Equivalents) the position of Recreation Coordinator which position will be split on a .8 FTE and .45 FTE basis. A copy of the position’s job description will be provided to the current Town employees. If the offer of employment is accepted, the individuals will be deemed probationary employees for an initial period of 180 days. Nothing herein shall be construed as an obligation on the District to provide continued employment of the individuals in that position after such 180-day probationary period. In the event that only one Town employee accepts the Recreation Coordinator position, the position shall be a full-time position.

## SECTION 5: MISCELLANEOUS PROVISIONS

**5.1** The District will not assume any obligations or responsibilities to provide meals for seniors, for continuation of the Town's *Meals on Wheels* program, or coordination of *Via* services. Information on such outside services will be made available at the EVCC for senior patrons.

**5.2** The Parties agree to continue to cooperate in good faith in the timely processing of all EVCC construction related plan reviews, permits, approvals, and inspections in order for permits to be issued and construction to commence in a timely fashion.

**5.3** The Town estimates that its development fees in conjunction with the construction of the EVCC will be approximately \$136,784 and agrees to waive \$87,784 of such fees in conjunction with the construction of the EVCC, requiring the District to pay for outsourced plan reviews in the estimated amount of \$49,000.

**5.4** This IGA may be executed in counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same IGA.

**5.5** This IGA and each term, provision, and condition hereof shall extend to and be binding upon, and inure to the benefit of the Parties hereto, their successors and assigns.

**5.6** This IGA constitutes the entire agreement and understanding between the Parties concerning the subject matter hereof and supersedes all prior agreements, MOU's, understandings, terms, conditions, representations, and discussions, whether oral or written, which may have been made by the Parties, or their representatives, concerning the matters set forth in this IGA. No change, amendment, or waiver of any of the terms or provisions of this IGA shall be valid or binding unless the change, amendment, or waiver is in a writing that is signed by the Parties.

**5.7** If any provision of this IGA (or the application of such provision to any person, entity, or circumstance) shall be held invalid, the remainder of this IGA shall not be affected thereby.

**5.8** The parties agree to execute any additional documents and to take any additional action that is reasonably necessary to carry out this IGA.

**5.9** This IGA, including all of its terms and conditions, is solely between the Parties shall not be deemed to confer any rights, privileges, or benefits to or on behalf of any third party.

**5.10** Nothing contained herein shall be construed as a waiver, in whole or in part, by any Party hereto of the rights, protections, and privileges afforded under the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S. or under any other law, nor shall any portion of this IGA be deemed to have created a duty of care which did not previously exist with respect to any person not a Party to this IGA.

Dated: \_\_\_\_\_ 2016

TOWN OF ESTES PARK

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

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_

Dated: \_\_\_\_\_ 2016

ESTES VALLEY RECREATION AND PARK DISTRICT

By: Ken Cymonshu

Title: Board President

Attest:

\_\_\_\_\_



# Town of Estes Park

## SIGN-IN SHEET FOR PUBLIC COMMENT

The Town of Estes Park Council encourages residents of the community to attend Town Board meetings. Individuals wishing to be heard during Public Comment proceedings are encouraged to be prepared and will generally be limited to **three (3) minutes** in order to allow everyone the opportunity to be heard. Public Comments are expected to be constructive.

Written comments are welcome and should be given to the Town Clerk prior to the start of the meeting.

### Town Board Meeting Aug 23, 2016

**Action Item #1** – Intergovernmental Agreement (IGA) Between The Estes Valley Recreation And Park District And The Town Of Estes Park For The Estes Valley Community Center.

	NAME (PLEASE PRINT)	STREET ADDRESS	F - FOR A - AGAINST
1	Marge Goady	1071 Falls River Dr	A
2	Deeveys Bink	509 Big Horn Dr	A
3	Art	1767 Wildfire	
4			
5			
6			
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14			





# Memo

To: Honorable Mayor Jirsa  
Board of Trustees  
Town Administrator Lancaster

From: Randy Hunt, Community Development Director  
Carrie McCool, Planning Consultant

Date: August 9, 2016

RE: Estes Valley Community Center Fee Waiver Request  
(Continued from July 26, 2016)

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[NOTE: *Italics* signify new sentences added since the July 26 Town Board Memorandum on this topic.]

**Objective:**

Determine if the fee waiver request complies with Town Board's adopted fee waiver policy and take action on the request.

**Present Situation:**

The Estes Valley Recreation and Park District (EVRPD) has submitted three development applications for the proposed Estes Valley Community Center, a minor subdivision plat application, a location and extent development plan application, and a variance application. On July 19, 2016, the Estes Valley Planning Commission approved the development plan and forwarded a recommendation to Town Board to approve the minor subdivision plat. The variance is scheduled for Board of Adjustment review on August 2, 2016. Staff anticipates that a building permit application will be submitted within the next few weeks. *The height variance was approved by the Board of Adjustment on August 2, 2016, with no conditions.*

The EVRPD is requesting a waiver of the development application fees, building permit, and plan review fees. Requested fee waivers total approximately \$137,000, *if all Community Development fees (Planning review, Building permit, and Building Plan Review) are waived.*

The Town Board has adopted a fee waiver policy to support essential community needs through consideration of waiving in-house fees assessed by the Community Development Department. The policy states in part that public funded government construction may be exempted from building permit fees, development review fees, and sign code fees. It also states that the decision-making body (Town Board) will hear the

fee waiver request and may choose to waive fees based on the merits of the request. The community center project is a publically funded government construction project. For the exact policy language refer to the attached policy.

The Community Development/Community Services Committee reviewed the fee waiver request at the June 16, 2016 meeting and forwarded the request for Town Board consideration and action.

**Proposal:**

The attached letter from the EVRPD dated May 27, 2016, further describes the request.

The bulk of the requested fee waiver, approximately \$133,000, is for building permit fees. These fees are intended to cover direct expenses associated with review of the community center construction plans and in-progress inspection of construction for compliance with the Town’s adopted building codes.

Typically, Community Development does not make recommendations regarding fee waiver requests. However, this requested waiver is significant enough that Chief Building Official (CBO) Birchfield recommended Town Board approve a partial rather than full fee waiver. The Division’s ability to provide plan review and inspection services for the Community Center project within the approved departmental budget will be compromised with a full fee waiver request. Another option to address the CBOs concern is a budget revision to account for the reduced revenue and increased expenses.

The CBO recommended that twenty percent (20%) of the building permit fee, approximately \$16,817, be retained. This is intended to cover the Building Division’s general administrative costs associated with the Community Center project. The CBO recommended no waiver of the plan review fee as the CBO intends to outsource plan review to Colorado Code Consulting (CCC) for workload reasons.

*The following table (Table 1) estimates the fiscal impact of a FULL planning and building fee waiver:*

<b>Planning Division Fees</b>	<b>Fee Amount</b>
Location and Extent Development Plan	\$2,000.00
Minor Subdivision Plat	\$1,200.00
Variance	\$500.00
<i>Subtotal</i>	<b>\$3,700.00</b>
<b>Building Division Fees</b>	
Building Permit Fees*	\$84,083.75
Plan Review Fees**	\$49,000.00
<i>Subtotal</i>	<b>\$133,083.75</b>
<b>TOTAL</b>	<b>\$136,783.75</b>

\*The building permit fees are based on total construction costs of \$22,500,000.

\*\*Plan review fees are estimates that depend on the quality of submittals and the number of reviews required. They could range anywhere from \$19,000.00 - \$49,000.00.



The following table (Table 2) estimates the fiscal impact of a PARTIAL planning and building fee waiver, following the Building Official's suggestions outlined above:

<b>Planning Division Fees</b>	<b>Fee Amount</b>
Location and Extent Development Plan	\$2,000.00
Minor Subdivision Plat	\$1,200.00
Variance	\$500.00
<i>Subtotal</i>	<b>\$3,700.00</b>
<b>Building Division Fees</b>	
Building Permit Fees*	\$67,267.00
Plan Review Fees**	\$0.00
<i>Subtotal</i>	<b>\$67,267.00</b>
<b>TOTAL</b>	<b>\$70,967.00</b>

\*The building permit fees are based on total construction costs of \$22,500,000.

\*\*Plan review fees are estimates that depend on the quality of submittals and the number of reviews required. They could range anywhere from \$19,000.00 - \$49,000.00.

Staff estimates that waiving ALL fees (Table 1) will reduce 2016 Budget estimated total revenues as follows:

- Planning div. (1600 series): 1.0% (\$3,700 / \$374,096)
- Building Safety div. (2300 series): 34.2% (\$133,084 / \$389,210)

Staff estimates that PARTIALLY waiving fees (Table 2) will reduce 2016 Budget estimated total revenues as follows:

- Planning div. (1600 series): 1.0% (\$3,700 / \$374,096)
- Building Safety div. (2300 series): 17.3% (\$67,267 / \$389,210)

Please note that at this time no other fees have been requested for waiver in connection with the Community Center project – e.g., waiver have not been requested for water tap fees or other utility fee costs, etc.

#### **Advantages:**

- Aligns with Town Board's policy of supporting essential community needs through consideration of waiving in-house fees assessed by the Community Development Department.
- Waiving fees will reduce project costs for a community project that has a very tight budget. If fees are not waived, the EVRPD may need to further reduce the size or scope of the project.

#### **Disadvantages:**

- The fee waiver policy applies to waiver of in-house fees, not direct expenses incurred in outsourcing. The Town has incurred and will continue to incur direct expenses associate with outsourcing for this project. Community Development outsourced development application review to McCool Development Solutions due the applicants' construction schedule and a staff (Planner) vacancy. The Building Division intends to outsource the building plan review for workload reasons. However, this policy is about seven months overdue for review and possible revision



and the policy was adopted prior to the department outsourcing a fairly significant amount of work.

- Approval of the request would reduce the ability to recover expenses associated with the Community Development Department's development review, building permitting and inspection functions.
- Approval of the request would impact the ability of the department to meet the cost recovery goals established by Town Board.

**Level of Public Interest**

High – Community Center

Low – Fee Waiver Request

**Action Recommended:**

On June 21, 2016, the Community Development/Community Services Committee heard the staff report and forwarded the request to Town Board for consideration and action. The committee made no recommendation to approve or deny the request. Because the requested fee waiver is greater than \$3,000, Town Board is the decision-making body for this request.

**Budget:**

General Fund: 101-1600-341.30-00 Charges for Services – Application Fees-Inside  
\$3,700 in reduced revenue

General Fund: 101-1600.423.22-13 Contract/Skilled Services  
Estimated at \$6,000 in outsourced development review services (budgeted)

General Fund: 101-2300-322.10-00 Licenses and Permits – Building  
Approximately \$133,000 in reduced revenue

General Fund: 101-2300.423.22-13 Contract/Skilled Services  
Roughly estimated at \$50,000 in outsourced building services (unbudgeted)

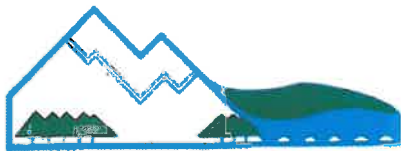
**Sample Motion:**

- a. I move to **approve** the Estes Valley Recreation and Park District fee waiver request.
- b. I move to **approve** the Estes Valley Recreation and Park District fee waiver request, provided that Building Plan Review Fees are not waived and that Building Permit Fees are waived in an amount no more than eighty (80) percent of the final Building Permit Fee total.
- c. I move to **deny** the Estes Valley Recreation and Park District fee waiver request.

**Attachments:**

1. Written request from the applicant
2. Community Development Fee Waiver Policy





ESTES VALLEY RECREATION and PARK DISTRICT

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May 27, 2016

Town of Estes Park  
Development Review Committee  
Re: Development Fee Waiver Request for EVCC Project

Dear Committee,

Please consider this letter as a formal request from the Estes Valley Recreation and Park District for a waiver of applicable development fees associated with the Estes Valley Community Center project, including fees for review of the Minor Subdivision Plat, Development Plan and potential Variance Application. We are also requesting a waiver of building permit fees; the building's estimated value is \$22.5 million (entire project budget is approximately \$26.5 million).

At the pre-application meeting for this project last month, it was made clear that certain tasks necessary for the review process pertaining to this project would be "outsourced" and therefore not eligible for waiver. We are fully prepared to honor that notion.

However, in light of the facts that market conditions continue to drive construction costs upward and the Town of Estes Park is a financial partner in this project, we would appreciate consideration of waiving all other relevant fees applicable to internal review. If approved, the request you are considering will enable critical funding for the project to be redirected toward construction, where it is sorely needed.

Please let me know if you need more information or have any questions, and thank you for your generous consideration.

Sincerely,

Tom Carosello  
Executive Director

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P.O. Box 1379, 690 Big Thompson Avenue  
Estes Park, CO 80517

[info@evrpd.com](mailto:info@evrpd.com)  
<http://www.evrpd.com>

970-586-8191 Phone  
970-586-8193 Fax

**COMMUNITY DEVELOPMENT  
FEE WAIVER POLICY**

**SUBJECT:** COMMUNITY DEVELOPMENT FEE WAIVER POLICY – TB #1

**DATE:** JULY 10, 2012

**EFFECTIVE PERIOD:** Until superseded

**REVIEW SCHEDULE:** Bi-Annually - May

**PURPOSE:** To establish a uniform Policy for waiver of Community Development fees in support of essential community needs.

**SCOPE:** Applies to Community Development Department fees only.

**RESPONSIBILITY:** The Community Development Department staff shall be responsible for implementation of this Policy.

**POLICY:** It is the policy of the Town Board of Trustees to support essential community needs such as affordable housing, assisted living, and health care services through consideration of waiving in-house fees assessed by the Community Development Department. The Estes Valley Comprehensive Plan is used as a guide in indentifying these community needs.

The following entities may be exempted from building permit fees, development review fees, and sign code fees (except for direct expenses incurred in outsourcing):

1. Public funded government construction (federal, state, county, local); including tax districts/special districts ( e.g. hospital, library, parks and recreation); or
2. Organizations providing low-income health and human services or low-income housing.

The following criteria will be used to qualify private non-profit projects:

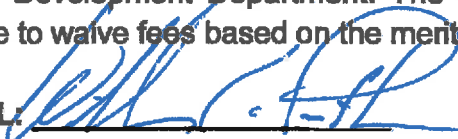
- a. A critical service is being provided.
- b. The permitted project or building will serve or support a currently underserved and needy segment of the community.
- c. The population being served is the general public and is not subject to any pre-qualification other than a needs based qualification.
- d. Low-income housing is deed-restricted.

**TOWN OF ESTES PARK  
BOARD POLICY**

Number: TB #1  
Page 2 of 2

Waiver Request	Decision-Making Body
≤\$500 per project; or ≤\$500 per affordable housing unit	Community Development Director
>\$500 and ≤\$3,000 per project; or >\$500 and ≤\$3,000 per affordable housing unit	Community Development/Community Services Committee  In the event of a tie vote, the fee waiver request shall be forwarded to Town Board for consideration.
>\$3,000	Town Board

It is not the policy of the Town of Estes Park to routinely waive fees for projects meeting the above criteria. These projects may request exemption by submittal of a written request to the Community Development Department. The decision-making body will hear the request and may choose to waive fees based on the merits of request.

**APPROVAL:**   
Mayor William Pinkham

**DATE:** 11/25/2012

Distribution:  
Signed Original/Town Clerk

Public Comment

----- Forwarded message -----

From: **Sonja McTeague** <[sonjamcteague@gmail.com](mailto:sonjamcteague@gmail.com)>

Date: Tue, Aug 16, 2016 at 6:00 PM

Subject: Re: Town considers agreement to transfer senior services to Recreation District Aug. 23

To: [krusch@estes.org](mailto:krusch@estes.org)

The bottom line is: senior citizens have been budgeted out! This in the community with the the highest mean age in Colorado! Shameful!!!

Sonja McTeague

Sent from my iPad

From: **Esther Cenac** <[esther.cenac@gmail.com](mailto:esther.cenac@gmail.com)>

Date: Wed, Aug 17, 2016 at 9:36 AM

Subject: Re: Town considers agreement to transfer senior services to Recreation District Aug. 23

To: [krusch@estes.org](mailto:krusch@estes.org)

Pot note-And the fault lies with the town so do not keep trying to place blame on rec. board or anywhere else. Take the blame and retify it.

Esther Cenac

----- Forwarded message -----

From: **Esther Cenac** <[esther.cenac@gmail.com](mailto:esther.cenac@gmail.com)>

Date: Wed, Aug 17, 2016 at 9:35 AM

Subject: Re: Town considers agreement to transfer senior services to Recreation District Aug. 23

To: [krusch@estes.org](mailto:krusch@estes.org)

This is a bunch of bunk. I do not use meal services for seniors but many do and need them. Meals on wheels was even in use 30 years ago. My on- laws needed the service then. Mid day meals are used by many and may be the only ho meal they enjoy. Our taxes and volunteer services contribute as much or more than many others. If we can continue with help for children and the poor...seniors need assistance as well.

Esther Cenac

date: Tue, Jun  
21, 2016 at  
2:27 PM

subject: Estes  
Valley  
Community  
Center



Hello. I've just read the following that was posted on Facebook :

"The [Town of Estes Park Colorado](#) is leaning heavily on the [Estes Valley Recreation and Park District](#) as they try to reduce dedicated "senior space" in the design of the Estes Valley Community Center to the point of discussing not releasing the funding of Ballot 1A money. If you listen to the public comments at the town board meeting this week, those voters want a community center and they feel the town is prioritizing the senior center space. I would encourage you to contact town staff and EVRPD with your opinions about this project, they have difficult decisions to make and expressing your support and concerns will be helpful."

When I voted for the Community Center, it was based on the plans which included the space allocated for the Senior Center. I believe changing this is a slap in the face to seniors and all the folks who cast their votes.

Please consider EVERYONE in our beautiful community when making the difficult decisions to come. I am a volunteer at The Estes Park Senior Center, and also for the Meals on Wheels program.

Thank you,  
Jan Tenzer

from: **karin edwards** <karinjedwards@gmail.com>

to: townclerk@estes.org

date: Wed, Aug 17, 2016 at 7:58 AM

Please don't transfer senior services to parks and rec. Please leave the senior center in the current location and find storage for the museum in another location.

Thank you.

**Sharon Coleman** <scole6142@gmail.com>

Aug  
16

to me

Just wanted to say that I've never experienced a Senior Center without meal services. Quite a disgrace!

from: **WERFSR@aol.com**

to: townclerk@estes.org

date: Wed, Aug 17, 2016  
at 7:17 PM

We are not permanent residents of Estes Park; however, we do spend 4 months here and own property in Estes Valley and also are interested in the plans for the services for Seniors. It is our understanding that there would be no meal service or meals-on-wheels for Senior citizens if their center is moved to the new recreational facility. This is a serious mistake to make by the city of Estes Park. Your permanent residents include many senior adults who use the services of the Senior Center year round. Many summer residents also use the Senior Center and their food services during the time that they are in Estes Park. I feel sure that there are many senior citizens and handicapped citizens who also depend upon the Meals-On-Wheels deliveries. The city of Estes Park must consider the needs of its' permanent residents over the emphasis on tourism or this little "paradise" will disappear.

Mr. & Mrs. W. E. Ryle  
2160 Upper High Drive  
P. O. Box 2193  
Estes Park, CO

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## Fwd: New Community Center

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**krusch@estes.org** <krusch@estes.org>

Wed, Aug 10, 2016 at 4:10 PM

To: Frank Lancaster <flancaster@estes.org>, Town Clerk <TownClerk@estes.org>, Lori Mitchell <lmitchell@estes.org>, Travis Machalek <tmachalek@estes.org>

Begin forwarded message:

**From:** Anne Nichting <anichting@aol.com>

**Date:** August 10, 2016 at 3:42:28 PM MDT

**To:** [krusch@estes.org](mailto:krusch@estes.org), Tom Carosello <tomc@evrpd.com>, "judyfontius@estesvalley.net" <judyfontius@estesvalley.net>, Susan Robertson <susanrobertson@xmission.com>

**Cc:** Sandra Life <sandra31943@yahoo.com>, Carol Arnold <arncarol@gmail.com>

**Subject:** New Community Center

To the Boards of the Town of Estes Park, EVRPD and Seniors Inc.,

As an initial side note, I would request that this e-mail be forwarded to all the Trustees of the Town and the Mayor, EVRPD Board Members and Seniors Inc Board Members. I am also providing a copy to two neighbors who have been concerned about this issue. These are my concerns only and do not reflect the thoughts or concerns of others.

As a preface to my concerns, here is where I stand : I live in the Estes Valley but not within the limits of the Town of Estes Park. I moved up here from Denver as a full time resident in February of this year. My husband and I have owned a home up here since May 2011. I am shy of 60 but love the thought of spending my retirement here in Paradise. I currently volunteer one day a week with the Meals on Wheels program. I am concerned about the misunderstandings, lack of communication and lack of co ordination between your three entities in the process of bringing on line a Community Center to the Estes Valley. And I think there are other stakeholders involved that are not represented by your three entities.

I will also preface my concerns with how excited I am about a Community Center. I think it is sorely needed and will be an invaluable asset in the long term for the Estes Valley if the current status quo is handled with more communication and co-ordination between your three entities (the Town, EVRPD and Seniors Inc.)

When I ask questions and get responses from one entity it has raised more uncertainty and questions for me. For instance, the Town indicated it would transition all three current staff members who service seniors to EVRPD but based on a response from EVPRD it seems they have plans for

only one staff person directed with a focus, not solely, on senior services. This would appear to be a big cut back. And it seems even if Seniors Inc. wanted to help build a seniors only space within the Community Center, this might not be a possibility. As someone who practiced Elder Law, I think having at least one dedicated space for meetings, coffee, etc. would be a key service for the senior community. This would be a dedicated place to meet with other senior friends, away from the bustle of the rest of the community, and without the concerns about the ability to hear or walk given the rambunctious nature of younger generations.

And there are key social services being offered to seniors through the Senior Center today - medical referral services , transportation, integration with and to other county services - that I do not think are currently being considered. Is this a role a new Meals on Wheels entity would be expected to continue? Is that being considered or planned for? The Town has had dedicated space and human resources devoted to senior services for quite some time. I am concerned about the precipitous and unplanned manner they are removing themselves from senior services to the Estes Valley.

I also have questions for Seniors Inc. and EVPRD about their communication and leadership roles in this process to date and moving forward. My goal is not to inflame the situation but to see how the community can work with all three of you in a coordinated fashion.

Therefore, I ask if there is not a way for each of your three groups to come together and communicate more with each other and the local community in a combined leadership role to answer questions, address concerns and perhaps plan better after listening to the questions and concerns? I think the lack of coordinated leadership has been and will continue to be a real problem within the senior community of the Estes Valley unless more coordination occurs. I think trust has been lost and it is up to you as elected officials to regain that trust. To be blunt, coordinated leadership is lacking and that falls on elected officials. I vote to elect leaders not just elected officials.

I have questions about each entities leadership role or lack of it in this process. But rather than focus on those individual questions I will ask you to figure out a way that each of your entities can come together and coordinate an effort to listen to the Estes Valley communities concerns - particularly the seniors because of all the changes they are facing - and take them into account as the Community Center project moves forward.

I think Estes Park and its immediate surroundings are a wonderful retirement community for nine months of the year. For three months of the year it is a tourist community. I would appreciate if you could direct me to a fact based study indicating how much monies through sales tax and property

tax Estes Park citizens and those in the immediate area contribute to its revenue. I want to understand this to know that elected officials are directing monies towards servicing their tax paying constituencies. I want to become more informed about this and would appreciate your assistance. I think the seniors of the Estes Valley are an important tax paying base that may get overlooked.

I think this process with regards to the Community Center needs a lot more communication, transparency and commitment in order to overcome all the misunderstandings and lack of coordination in order to make it a unified community and truly multigenerational Community Center. I greatly appreciate your consideration, patience and perseverance during this process. Thank you.

Sincerely,  
Anne Nichting

To: TOWN of ESTES PARK MAYOR AND TRUSTEES

From: **Estes Park Senior Citizens Center, Inc. Board of Directors**

Dr. George Crislip, President  
Judy Fontius, Director of Development  
Betty Hull, Financial Director  
Karen Crislip, Corresponding Secretary  
LoAnne Forschmiedt, Director  
Susan Robertson, Director  
Virginia Taylor, Director  
Carolyn Yarger, Director

Date: August 22, 2016

Re: **IGA Regarding the Estes Valley Community Center**

Our Board met in executive session this afternoon and have discussed and unanimously agreed to respectively suggest to you the following additions or changes to the above IGA (comments in green ):

EFFECTIVE DATE OF IGA:

2018 (addition before Section 1)

Section 1. Recitals and Purposes (7<sup>th</sup> Whereas) “WHEREAS the Parties desire to delineate their respective obligations and responsibilities regarding senior services that currently are provided by the Town and other entities within the Estes Valley to ensure that the services will be continued without substantial modification as to quality or quantity.”

- **No daily lunches at all is a substantial modification to Senior Services as currently**

**provided by the town!**

This will include some special luncheons and social events made possible by the inclusion of kitchen facilities and multi-purpose rooms. (addition to 7<sup>th</sup>

WHEREAS quoted above and referenced in Section 3, 3.1 a.)

- EVCC will pay programming expenses that town currently absorbs, such as transportation expenses, lunch fees, supplies and advertising for speakers/programs.

(addition to same 7<sup>th</sup> WHEREAS quoted above and reference in Section 3, 3.1, b.)

### Section 3. Design and Construction

3.1 a. “Kitchen facilities for utilization by, and for the benefit of, providers of senior services and for senior patrons of such senior services that may be conducted at the EVCC. The type and grade of the kitchen facilities shall be determined by the District but shall, as a minimum, be capable for providing hot meals for 20 to 105 persons sponsored by non-EVCC program providers through coordination with the District in specific designated areas for meal service. ” (additions inserted into existing statement)

3.1 b. “Multi-purpose rooms for utilization by senior patrons and by providers of senior services for senior oriented programs, lectures, classes, seminars and other senior related activities. The number and size of such rooms shall be designed and constructed at the discretion of the District. The District will specify designated areas and times for program utilization by Senior Services members.” (addition)

### Section 4. Senior Services

4.1 “Upon completion and commencement of operations

of the EVCC, The District shall assume responsibility for the provision of enhanced services for seniors and shall include such senior services in its programming. Such enhanced services shall mean recreational as well as social programs and activities that are specifically designed, by accredited professional employees with training and experience geared specifically to seniors, and provided to seniors in the Estes Valley to include, but not limited to, the following:"

(addition inserted into existing statement)

4.1 a. "Active and passive recreational and social interaction services in designated multi-purpose rooms with sufficient freezer and refrigerator space for special functions such as ice cream socials, holiday meals, F.A.S.T. (Families and Seniors Together Programs), etc."

(addition to existing statement)

4.1 f. "Off-site recreational and cultural experiences for seniors, dependent upon participation and availability of transportation resources. The Town shall transfer to the District its 2006 Ford E450 van by bill of sale (as-is) and Senior Services shall have priority over the use of this van."

(addition to existing statement)

**4.4 THIS CHANGE IS EXTREMELY IMPORTANT TO THIS BOARD!**

"The District shall establish a Senior Advisory Committee of no more than five members which members shall be selected and appointed by the District's Board of Directors. At least two of such members on the Committee will be appointed from the membership of Estes Park Senior Citizens Center, Inc. (a 501(c)(3)entity). "

"The District shall establish a Senior Advisory Committee of no more than five members which members shall all be **elected** from the membership of Estes Park Senior Citizens Center, Inc.

(a 501(c)(3) entity)."

(change to existing statement)



4.5 “The District shall provide senior patrons of the EVCC access to formal recreational classes and structured recreational activities requiring access to recreational equipment and facilities, at established senior rates and discounts, including Silver Sneaker programs. Seniors should be able to access the walking track at no charge.” (addition to existing statement)

4.6 “The District will offer the Town’s current Program coordinators (1.25 Full Time Equivalents) the position of Recreation Coordinator which will be split . . .”  
**THIS SUBSTANTIAL DECREASE WILL HAVE A  
DETRIMENTAL EFFECT ON THE QUALITY AND  
QUANTITY OF PROGRAMMING!**

Town Clerk <townclerk@estes.org>



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## Senior Center

1 message

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V T <mmt601@live.com>

Tue, Aug 23, 2016 at 7:56 AM

To: "townclerk@estes.org" <townclerk@estes.org>

I am appalled by the approach the Town has taken on the Senior Center. This community has a large senior population that is grossly neglected. Everything is directed toward a greedy downtown business area.

The Senior Center meals and meals-on-wheels provides more than a meal. It is a meal and a welfare check that allows seniors to remain in their homes when going to a care facility is far too costly. I have friends who are very dependent on this service. If it's too costly for the town to pay for it, why not allow it to continue as it is?

V. Tesar



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## Fwd: Town considers agreement to transfer senior services to Recreation District Aug. 23

krusch@estes.org <krusch@estes.org>  
To: Town Clerk <TownClerk@estes.org>

Tue, Aug 23, 2016 at 6:22 AM

**From:** [WLClark3@comcast.net](mailto:WLClark3@comcast.net)  
**Date:** August 22, 2016 at 10:08:50 PM MDT  
**To:** Kate Rusch <[krusch@estes.org](mailto:krusch@estes.org)>  
**Subject:** Re: Town considers agreement to transfer senior services to Recreation District Aug. 23

Yes, sharing meals is an important social ritual that appears to be disappearing with the Town's get rid of it's involvmet with serving is many seniors.

Thanks,  
Wayne Clark

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**From:** "Kate Rusch" <[krusch@estes.org](mailto:krusch@estes.org)>  
**To:** "WLClark3" <[WLClark3@comcast.net](mailto:WLClark3@comcast.net)>  
**Sent:** Monday, August 22, 2016 9:28:12 AM  
**Subject:** Re: Town considers agreement to transfer senior services to Recreation District Aug. 23

Thank you for your email. Would you like your comment to be sent to the Town Board for the public record?

Kate Rusch  
Public Information Officer  
Town of Estes Park  
970-577-3701  
[krusch@estes.org](mailto:krusch@estes.org)  
[www.estes.org](http://www.estes.org)  
Like us: [facebook.com/townofestesparkco](https://www.facebook.com/townofestesparkco)  
Follow us: [twitter.com/townofestespark](https://twitter.com/townofestespark)

On Fri, Aug 19, 2016 at 10:04 PM, <[WLClark3@comcast.net](mailto:WLClark3@comcast.net)> wrote:

With all the problems that have developed, we should leave the Senior Center as it is!

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**From:** "Town of Estes Park - Public Information Office" <[krusch@estes.org](mailto:krusch@estes.org)>  
**To:** "WLClark3" <[wclark3@comcast.net](mailto:wclark3@comcast.net)>  
**Sent:** Tuesday, August 16, 2016 1:53:23 PM  
**Subject:** Town considers agreement to transfer senior services to Recreation District Aug. 23

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## Transfer of Senior Services

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**Rick & Vicki Papineau** <rvpapineau@gmail.com>  
To: townclerk@estes.org

Mon, Aug 22, 2016 at 7:15 PM

Please be aware that Senior Centers offering Senior Services are not normally in recreation centers in Northern Colorado.  
SeniorsBlueBook.com  
page 56-57

Please listen to and represent your senior population in Estes Park!  
Vicki Papineau  
1711 Dekker Circle  
Estes Park, CO  
Sent from my iPhone



**image1.JPG**  
144K

**SPITE CARE**

Respite is a period of rest or relief for those who give constant care to an ill person. In addition to those listed here many skilled nursing and assisted living facilities offer this service. Call them directly about fees, availability and accommodations. Please refer to our housing grids on pages 104-112 and 120-123 for a complete list.

**AltaVita Assisted Living & Memory Care Centre**

*(ad on page 118)*  
800 S Fordham St, Longmont 80503  
303-300-3700

**Alzheimer's Association of Colorado**

415 Peterson St, Ft Collins 80524  
970-472-9798

**Family Caregiver Support Program**

2601 Midpoint Dr, Ste 112, Ft Collins 80525  
970-498-7750

**Firstlight Home Care**

*(ad on page 79)*  
720-403-4146

**Volunteers of America (VOA)**

Caring Companions  
405 Canyon Ave, Ft Collins 80521  
970-472-9630

**SENIOR ACTIVITIES & ENTERTAINMENT**

**Rocky Mountain Senior Games**

1010 6th St, Greeley 80631  
970-350-9433

Encourages male and female athletes age 50 and up to compete in a variety of

athletics including swimming, cycling, archery, bowling, volleyball, softball, and dozens more! Senior athletes have the opportunity to qualify every other year for competition at the national level. [www.rockymountainseniorgames.com](http://www.rockymountainseniorgames.com)

**SENIOR CENTERS**

Senior centers are gathering places for seniors who are still active and are seeking a place for planned activities, friendship, and planned programs. Lunches are usually served, and transportation may be available.

**LARIMER COUNTY**

**Bellvue Senior Center**

2929 N County Rd 23, Bellvue 80512  
970-482-0406

**Berthoud Comm Center**

248 Welch Ave, Berthoud 80513  
970-532-2730

**Chilson Senior Center**

700 E 4th St, Loveland 80537  
970-962-2783

**Estes Park Senior Center**

220 4th St, Estes Park 80517  
970-586-2996

**Ft Collins Senior Center**

1200 Raintree Dr, Ft Collins 80526  
970-221-6644

**Northside Arlan Comm Center**

112 E Willow, Ft Collins 80524  
970-221-6655

**Wellington Sr Ctr**

3800 Wilson Ave, Wellington 80549  
970-817-2293

**MORGAN COUNTY**

**Brush Senior Center**

612 Ray St, Brush 80723  
970-842-4740

**Ft Morgan Senior Center**

110 Sherman St, Ft Morgan 80701  
970-542-3922

**WELD COUNTY**

**Ault Senior Center**

204 1st St, Ault 80610  
970-834-1325

**Erie Community Center**

— Active Adults  
450 Powers St, Erie 80516  
303-926-2795

**Evans Senior Center**

1100 37th St, Evans 80620  
970-339-5344 x125

**Ft Lupton Recreation Center**

203 S Harrison, Ft Lupton 80621  
303-857-4200

**Greeley Sr Activities Center**

1010 6th St, Greeley 80631  
970-350-9440

**Greeley Rodarte Center**

920 A St, Greeley 80631  
970-350-9430

**Johnstown Senior Center**

101 W Charlotte St, Johnstown 80534  
970-587-5251

**Kersey Senior Center**

415 1st St, Kersey 80644  
970-352-8394

**La Salle Senior Center**

101 Todd Ave, La Salle 80645  
970-284-5714

**Legacy Senior Center**

1325 3rd St, Eaton 80615  
970-454-3411

**Milliken Senior Center**

1101 Broad St, Milliken 80543  
970-587-2484

**Pierce Senior Center**

221 W Main St, Pierce 80650  
970-834-2655

**Carbon Valley Recreation Center**

6615 Frederick Wy, Frederick 80530  
303-833-2739

**Windsor Community Recreation Center**

250 N 11th St, Windsor 80550  
970-674-3500

**SENIOR ORGANIZATIONS & SERVICES**

These senior organizations, such as government, non-profit, and community organizations were created to assist seniors in many areas of their lives.

**AARP**

866-554-5376  
Colorado Hospice Association  
7400 E Arapahoe Rd, Ste 211,  
Centennial 80112  
303-694-4728

**Eldercare Network**

— [www.eldercarenetwork.org](http://www.eldercarenetwork.org)  
970-495-3442

*Continued on next page >*

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# Memo

To: Honorable Mayor Jirsa  
Board of Trustees  
Town Administrator Lancaster

From: Kevin Ash, PE, Public Works Engineering Manager  
Greg Muhonen, PE, Public Works Director

Date: August 17, 2016

RE: **Moraine Avenue Bridge Replacement – Project Management Services**

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**Objective:**

To add project management services to support Town staff in the design and construction of the Moraine Avenue Bridge Replacement Project.

**Present Situation:**

In July, 2015, The Town applied for and received grant funding to improve the capacity of the Moraine Avenue Bridge at the Riverwalk crossing. As Public Works developed the scope and schedule of the project, it became apparent that management of a \$2 Million dollar bridge replacement in downtown Estes Park could consume a project manager nearly full time for the duration of the project. Public Works staff began looking for ways to manage this project. Budgeting dollars from the General Fund for another staff member was not a preferred option.

The Town reached out to the Department of Local Affairs (DOLA) and was able to receive funding assistance to hire a flood recovery project manager. This grant agreement became effective on 12/31/2015 and extends through 2/28/2018. After receipt of the grant, 2 separate attempts were made to hire a project manager as a 2-year term employee through traditional measures (newspaper, indeed, CML, etc.). Resumes were reviewed and interviews conducted, but no applicants demonstrated the ability to manage all aspects of the project. After these unsuccessful attempts, the Town reached out to DOLA again and received authorization to hire a consultant.

**Proposal:**

August 1, 2016, Public Works advertised a Request for Qualifications for the Moraine Avenue Bridge Replacement - Project Management Services that focused on the consultant's expertise in the following areas:

1. The ability to be an extension of Town Public Works staff and support the project from the Town perspective.
2. Provide public interface opportunities (meetings, open houses, presentations, etc.).
3. Provide the technical ability to put out RFP's and bid documents, review plans and contracts, perform cost estimates, and work with grant funding requirements.

4. Provide technical expertise to address hydrology, hydraulics and floodplain issues that exist.
5. Provide technical expertise to coordinate with CDOT, utilities, permitting, and right-of-way acquisition.
6. Provide Construction Management and project closeout expertise.

One firm responded to the Request for Qualifications – Cornerstone Engineering & Surveying.

The Cornerstone proposal demonstrated the firm's ability to provide design services on bridge/box culvert projects with federal funding and within the CDOT Local Agency guidelines. They have experience with permitting, roadway design, construction bidding, right-of-way acquisition, pedestrian underpass and trails, and utility relocations. They have also added Deere/Ault to the project team which provides strong experience in hydrology, hydraulics and floodplain analysis. Cornerstone is a local firm and provided local examples of pertinent projects they had done that included:

1. Big Thompson River Bridge crossing at US Highway 36;
2. US Highway 36/Fish Creek Road Project;
3. Fish Creek Pedestrian Trail;
4. The MacGregor Avenue sidewalk expansion;

They are currently providing construction management for the Town on the Carriage Hills dam repair project. The timing of that project ending would work well with this project beginning.

Concurrently running with the Request for Qualifications, Public Works also advertised again for a term staff position as a project manager. There were no applications received that demonstrated adequate expertise needed to manage the bridge replacement project.

**Advantages:**

- Contract approval will allow dedicated personnel to advance the design and construction of the bridge project and meet the grant funding timelines.
- The grant funding provided by DOLA is for flood recovery efforts. Grant dollars are not dependent on successful completion of the bridge replacement project. The Town does not have the responsibility to reimburse DOLA should unforeseen circumstances cause the bridge project to terminate.

**Disadvantages:**

- With this project, Public Works is looking to remove and replace a concrete box culvert along a major transportation corridor in the middle of downtown Estes Park. This will be a high profile project with multiple stakeholder concerns to address. Even with the management consulted out, it will take additional staff time to address public comments, attend meetings, etc.
- The construction work, even performed during the off-peak season in the winter, will be disruptive to traffic flow and business.



**Action Recommended by Staff:**

To advance the Moraine Avenue Bridge Replacement Project and meet the grant funding timelines, Staff recommends awarding a professional services contract to Cornerstone Engineering & Surveying.

**Budget:**

This project management service will be funded from a grant awarded to the Town for flood recovery efforts through the Department of Local Affairs. There is \$220,000 allocated for this management service. The Engineering budget (101-2400) of the General Fund will be the budget location of this.

**Level of Public Interest**

Public interest on this project is expected to be high. This project has direct impacts to traffic flow and downtown activity. Dedicated management will be vital to the project success.

**Sample Motion:**

I move for **approval/denial** of a professional services contract with Cornerstone Engineering and Surveying for the Moraine Avenue Bridge Replacement Project – Project Management Services for a project cost not to exceed **\$220,000**.

**Attachments:**

Professional Services Contract

Exhibit A – Town Issued Request For Qualifications

Exhibit B – Cornerstone Engineering & Surveying submitted proposal

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## PROFESSIONAL SERVICES CONTRACT

This Contract is entered into this 23<sup>rd</sup> day of August, 2016, by and between the **Town of Estes Park, Colorado** ("Town") and Cornerstone Engineering & Surveying, Inc. ("Consultant").

Whereas, the parties desire to contract with one another to complete the following project: **Moraine Avenue Bridge Replacement - Project Management Services.**

Now, therefore, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Services.

- a. The Consultant shall perform the services set forth in the Request for Qualifications (RFQ) which is an exhibit to this contract, attached hereto and incorporated herein by reference ("Services"). The Town reserves the right to remove any of the Services from the RFQ upon written notice to Contractor. In the event of any conflict between this Contract and the RFQ, the provisions of this Contract shall prevail. The Request for Qualification is a direct extension of this contract.
- b. No material change to the Services, including any additional compensation, shall be effective or paid unless authorized by written amendment to this Contract executed by the Town. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

2. Price. The Town shall pay the Consultant a sum not to exceed \$220,000. The Town shall make payment within thirty days of receipt and approval of monthly invoices, which shall identify the specific Services performed for which payment is requested.

3. Term. This Contract shall be effective from August 23, 2016 through February 28, 2018. This Contract may be extended or renewed by written agreement of the parties.

4. Appropriation. To the extent this Contract constitutes a multiple fiscal year debt or financial obligation of the Town, it shall be subject to annual appropriation pursuant to the Town's annual budgeting process and Article X, Section 20 of the Colorado Constitution. The Town shall have no obligation to continue this Contract in any fiscal year in which no such appropriation is made.

5. Independent Contractor. The parties agree that the Consultant is an independent Contractor and is not an employee of the Town. **The Consultant is not entitled to workers' compensation benefits from the Town and is obligated to pay federal and state income tax on any money earned pursuant to this Contract.**

6. Insurance Requirements.

- a. Policies. The Consultant and its subconsultants, if any, shall procure and keep in force during the duration of this Contract the following insurance policies and shall provide the Town with a certificate of insurance evidencing upon execution of this Contract:
- i. Comprehensive general liability insurance insuring the Consultant and naming the Town as an additional insured with minimum combined single limits of \$1,000,000 each occurrence and \$1,000,000 aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.
  - ii. Comprehensive automobile liability insurance insuring the Consultant and naming the Town as an additional insured against any liability for personal injury, bodily injury, or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by the Consultant which are used in connection with this Contract, whether the motor vehicles are owned, non-owned, or hired, with a combined single limit of at least \$1,000,000.
  - iii. Professional liability insurance insuring the Consultant against any professional liability with a limit of at least \$1,000,000 per claim and annual aggregate. (Note: this policy shall only be required if the Consultant is an architect, engineer, surveyor, appraiser, physician, attorney, accountant, or other licensed professional.)
  - iv. Workers' compensation insurance and all other insurance required by any applicable law.
- b. Requirements. Required insurance policies shall be with companies qualified to do business in Colorado with a general policyholder's financial rating acceptable to the Town. Said policies shall not be cancelable or subject to reduction in coverage limits or other modification except after thirty days prior written notice to the Town. The Consultant shall identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal the Consultant changes to "occurrence," the Consultant shall carry a six-month tail. Comprehensive general and automobile policies shall be for the mutual and joint benefit and protection of the Consultant and the Town. Such policies shall provide that the Town, although named as an additional insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its officers, employees, and agents by reason of negligence of the Contractor, its officers, employees, agents, subconsultants, or business invitees. Such policies shall

be written as primary policies not contributing to and not in excess of coverage the Town may carry.

7. Indemnification. The Consultant agrees to indemnify and hold harmless the Town, its officers, employees, and agents from and against all liability, claims, and demands on account of any injury, loss, or damage, including court costs and attorneys' fees, arising out of or connected with the Services, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the negligent act, omission, or other fault of the Consultant or any subconsultant of the Consultant, or any officer, employee, or agent of the Consultant or any subconsultant, or any other person for whom the Consultant is responsible. The Consultant's indemnification obligation shall not be construed to extend to any injury, loss, or damage to the extent caused by the act, omission, or other fault of the Town. This paragraph shall survive the termination or expiration of this Contract.

8. Professional Responsibility.

- a. Consultant hereby warrants that it is qualified to perform the Services, holds all professional licenses required by law to perform the Services, and has all requisite corporate authority to enter into this Contract.
- b. The Services shall be performed by Consultant in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms performing the same or similar type of work in the Denver metro area. The Services shall be done in compliance with applicable federal, state, and local laws, ordinances, rules and regulations.
- c. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in its designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the Town for costs caused by errors and omissions which fall below the standard of professional practice.
- d. Approval by the Town of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of its services. Neither the Town's review, approval, or acceptance of, nor payment for, any of the Consultant's services shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract.
- e. Consultant hereby agrees that Consultant, including but not limited to, any employee, principal, shareholder, or affiliate of Consultant shall not have a financial relationship with or an ownership interest in any person and/or entity which entity and/or person shall be the recipient of any contract or work for the services provided by Consultant pursuant to the terms and conditions of this Contract. Consultant understands and agrees that the purpose of this provision is to prevent any information created as a result of Consultant's

services herein being used by any person and/or entity in the preparation of any bid or performance of any work for the Town.

- f. Because the Town has hired Consultant for its professional expertise, Consultant agrees not to employ subcontractors to perform more than twenty percent (20%) of the work required under the Scope of Services. Upon execution of this Contract, Consultant shall furnish to the Town a list of proposed subcontractors, and Consultant shall not employ a subcontractor to whose employment the Town reasonably objects. All contracts between Consultant and subcontractors shall conform to this Contract including, but not limited to, Section 10.

9. Governmental Immunity Act. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the notices, requirements, immunities, rights, benefits, protections, limitations of liability, and other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. and under any other applicable law.

10. Compliance with Applicable Laws.

- a. Generally. The Consultant shall comply with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the Town. The Consultant shall solely be responsible for payment of all applicable taxes and for obtaining and keeping in force all applicable permits and approvals.
- b. C.R.S. Article 17.5, Title 8. The Consultant hereby certifies that, as of the date of this Contract, it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that the Consultant will participate in the e-verify program or Colorado Department of Labor and Employment (“Department”) program as defined in C.R.S. § 8-17.5-101 in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract. The Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subconsultant that fails to certify to the Consultant that the subconsultant shall not knowingly employ or contract with an illegal alien to perform work under this Contract. The Consultant certifies that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the e-verify program or the Department program. The Consultant is prohibited from using either the e-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed. If the Consultant obtains actual knowledge that a subconsultant performing work under this Contract knowingly employs or contracts with an illegal alien, the Consultant shall be required to: (i) notify the subconsultant and Town within three days that Consultant has actual knowledge that the subconsultant is employing or contracting with an illegal alien; and (ii) terminate the subcontract with the subconsultant if within three days of receiving the notice required pursuant to this subparagraph the subconsultant does not stop employing or contracting with the illegal alien; except that Consultant shall not terminate the contract with the subconsultant if during such three days the

subconsultant provides information to establish that the subconsultant has not knowingly employed or contracted with an illegal alien. The Consultant shall comply with any reasonable request by the Department made in the course of an investigation that it is undertaking pursuant to the authority established in C.R.S. Article 17.5, Title 8. If the Consultant violates this paragraph, the Town may terminate this Contract for default in accordance with "Termination," below. If this Contract is so terminated, the Consultant shall be liable for actual and consequential damages to the Town. *(Note: this paragraph shall not apply to contracts: (i) for Services involving the delivery of a specific end product (other than reports that are merely incidental to the performance of said work); or (ii) for information technology services and/or products.)*

- c. Section 3. The work to be performed under any Contract issued as a result of this solicitation is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 70u (Section 3) which states that: 1) Employment, training, contracting and other economic opportunities generated by HUD assistance shall, to the greatest extent feasible, be directed to low and very low-income persons residing within the Project Area; and 2), Contracts for work in connection with the Project be awarded to businesses which are located in, or owned substantially by persons residing in the Project Area. All CDBG-DR funded projects must, to the greatest extent feasible, comply with Section 3 when contracting for professional services.

11. Termination.

- a. Without Cause. Either party may terminate this Contract without cause upon thirty days prior written notice to the other. The Town shall be liable to pay the Consultant for Services performed as of the effective date of termination, but shall not be liable to the Consultant for anticipated profits.
- b. For Default. Each and every term and condition hereof shall be deemed to be a material element of this Contract. In the event either party fails to perform according to the terms of this Contract, such party may be declared in default. If the defaulting party does not cure said breach within ten days of written notice thereof, the non-defaulting party may terminate this Contract immediately upon written notice of termination to the other. In the event of termination of this Contract pursuant to this Section, the non-defaulting party shall be entitled to recover all damages caused by said default. In the event that Consultant is in default, the Town may withhold payment to the Consultant for the purposes of setoff until such time as the amount of damages is determined.

12. Notices. Written notices shall be directed as follows and shall be deemed received when hand-delivered or emailed, or three days after being sent by certified mail, return receipt requested:

To the Town:  
 Kevin Ash  
 Town of Estes Park  
 170 MacGregor Avenue  
 Estes Park, CO 80517  
 Email: [kash@estes.org](mailto:kash@estes.org)

To the Consultant:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

The Contract work shall be completed according to the following schedule unless otherwise modified in writing with a subsequent Amendment to this Contract.

<b>Task Description</b>	<b>Due Date</b>	<b>Responsible Party</b>
Letting Date	August 1, 2016	Letting Date
Pre-Submittal Meeting	August 8, 2016	Pre-Submittal Meeting
Last Day for Questions	August 12, 2016	Last Day for Questions
Proposal Opening	August 15, 2016	Proposal Opening
Contract Negotiations	August 15-18, 2016	Contract Negotiations
Notice of Award	August 18, 2016	Notice of Award
Town Board Approval	August 23, 2016	Town Board Approval
Project Start/NTP	August 29, 2016	Project Start/NTP
Final Completion	February 28, 2018	Final Completion

13. Time of the Essence. Time is of the essence in performance of the Services and is a significant and material term of this Contract.

14. Entire Agreement. This Contract contains the entire agreement of the parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the parties. In the event a court of competent jurisdiction holds any provision of this Contract invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Contract.

15. Assignment. The Consultant shall not assign this Contract without the Town's prior written consent.

16. Governing Law. This Contract shall be governed by the laws of the State of Colorado, and venue shall be in the County of Larimer, State of Colorado.

17. Instruments of Service. Drawings, models, specifications, research, reports, studies, data, photographs and other documents, including those in electronic form, prepared by Consultant and its subconsultants in the performance of obligations under this Contract are Instruments of Service for use solely with respect to the project identified in this Contract. Consultant and its subconsultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights; except that, upon execution of this Contract, the Consultant grants to the Town a non-exclusive, perpetual, fully-paid, non-revocable license to reproduce and use the Consultant's Instruments of Service solely in connection with the above-referenced project, including the project's further development by the Town and others retained by the Town for such purposes. The Consultant shall obtain similar licenses from its subconsultants consistent with



this Contract. Consultant shall, during the term of this Contract provide the Town with copies of all Instruments of Service prepared by Consultant or its subconsultants contemporaneous with such preparation, and shall provide them in electronic format or any other format requested by the Town.

18. Attorney's Fees and Costs. In the event it becomes necessary for either party to bring any action to enforce any provision of this Contract or to recover any damages from the other party as a result of the breach of this Contract, including, but not limited to, defective work, and the party that prevails in such litigation, the other party shall pay the prevailing party its reasonable attorney's fees and costs as determined by the court.

19. Electronic Signature. This Contract may be executed by electronic signature in accordance with C.R.S. § 24-71.3-101 *et seq.*

Signed by the parties on the date written herein.

Signature page follows.

The Consultant is required to have a DUNS number and be registered on Sam.gov.

The Town of Estes Park represents and warrants that its contractors, are not presently excluded from participation, debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a federal payment program by any federal or State of Colorado department or agency. If the Town or any of our respective contractors are excluded from participation, or becomes otherwise ineligible to participate in any such program during the term of grants, the Town will notify the state or federal agency in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to the Town, the state in its sole discretion, reserves the right to immediately cease contracting with the Town and terminate the grant without penalty.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.





**REQUEST FOR QUALIFICATIONS  
MORaine AVENUE BRIDGE REPLACEMENT  
PROJECT MANAGEMENT SERVICES**

# TABLE OF CONTENTS

INTRODUCTION..... 3

PROJECT BACKGROUND..... 4

SCOPE AND OBJECTIVES..... 4

PROPOSAL CONTENT AND INFORMATION ..... 4

DELIVERABLES ..... 6

PROPOSAL EVALUATION AND SELECTION PROCESS..... 8

GRANT REQUIREMENTS AND REGULATIONS..... 10

CONTRACT, TERMS AND CONDITIONS..... 11

**List of Exhibits**

Exhibit A - Professional Services Agreement

## INTRODUCTION

The Town of Estes Park is seeking a consultant with specific expertise in project management services to manage the design, engineering and construction of a bridge replacement project for the Town of Estes Park.

This Request for Qualifications (RFQ) provides the requirements for prospective applicants to complete. The Position will be financed with a grant awarded to the Town through the Department of Local Affairs (DOLA).

A pre-submittal meeting will be held at 2 p.m. on Monday, August 8 at the Town of Estes Park Town Hall, 170 MacGregor Avenue, Suite 100, Estes Park, CO 80517. The purpose of this meeting will be to discuss the RFQ and answer questions. We encourage all interested Proposer's to attend.

Proposals will be evaluated to select a consultant with the requisite experience, qualifications, and resources to complete the Project successfully with an agreed upon Guaranteed Maximum Price (GMP) and schedule in accordance with the project requirements specified by the Town. **Time is of the essence to complete this project.**

To facilitate questions that may arise in preparing the Proposals, the Town will be responding to questions in addendum format. All communication regarding this RFQ required for RFQ clarifications, including technical questions shall be submitted in writing to the Point of Contact (POC) person for this Project:

Kevin Ash, PE, Engineering Manager  
Public Works  
PO Box 1200  
Estes Park, CO 80517-1200  
[kash@estes.org](mailto:kash@estes.org)

The Town has no obligation to accept further inquiries regarding the RFQ after the deadline listed under the Proposed Project Schedule. The Town will be bound only to the Town's written answers to questions, as issued through the addendum process. Following the deadline for submittal of the questions, an addendum containing the questions and answers will be posted as a downloadable document on the Rocky Mountain E-Purchasing website and on the Town's website by the deadline listed in this RFP. To be considered, all applicants will be required to acknowledge receipt and concurrence of all RFP addenda in their Proposal letter of transmittal. All addenda will become part of the RFP and of any Contract awarded.

The Town will not be responsible for the accuracy of any other oral explanations, interpretations and/or representations.

Access to addenda will be provided on the Town's website at <http://www.estes.org/RFP>.

Information related to this solicitation, including all Exhibits and any addenda, will be posted to the Town of Estes Park website at: [www.estes.org/rfp](http://www.estes.org/rfp) and Rocky Mountain E-Purchasing.

## PROJECT BACKGROUND

During the September 2013 flood, the insufficient conveyance capacity of the Moraine Avenue Bridge resulted in backwatering, causing water to overtop the banks of the river and flow onto Weist Drive and Moraine Avenue.

Moraine Avenue (US Hwy 36) is a primary thoroughfare within the Town of Estes Park, which begins at an intersection with Elkhorn Avenue in the heart of downtown Estes Park. 200 feet south of this intersection, Moraine Avenue crosses Fall River and is a part of the Town's Pedestrian Riverwalk. This location is also approximately 600 feet upstream of the confluence with the Big Thompson River.

This bridge (Moraine Avenue Bridge) connects the downtown business corridor with the Beaver Meadows entrance to Rocky Mountain National Park (RMNP), which is the most popular entrance station. It also serves as the primary link between the eastern and western parts of town, which is particularly important for emergency services and the economic viability of the businesses west of the bridge. The other available routes to reach the west side of town and the Beaver Meadows entrance from the downtown area and eastern parts of town are much longer, sinuous or narrow making it difficult for larger vehicles (e.g., emergency vehicles) to negotiate. Use of these alternative routes also lengthens the response time of emergency services. The bridge has a heavy traffic load throughout the year, in particular during the primary visitor season of May through October.

## SCOPE AND OBJECTIVES

This Scope of Work is intended to be a general outline of the Project work and not an all-inclusive description of the professional and technical services that may be required to undertake and complete the Project.

The proposed project is the removal and replacement of the Moraine Avenue Bridge to increase the current conveyance capacity, estimated as 576 cfs on the upstream side (12 feet wide by 6 feet deep at 8 feet per second velocity) and 768 cfs (16 feet wide by 6 feet deep at 8 feet per second) on the downstream side, so that it can convey the 100-year flood event discharge. [Estimates of current bridge capacity were made by staff from Community Development Department Building Division on August 25, 2014, for purposes of gathering data for a FEMA Hazard Mitigation Grant Program application.] However, if during the engineering analysis it is determined that site constraints and topographic limits do not allow for adequate capacity to convey the 100-year event plus two feet of freeboard, the bridge will be designed to the largest flood discharge possible, which would still result in significantly greater capacity than currently exists.

Part of the vision of this project is to provide the current pedestrian traffic an alternative safe crossing walkway under the new bridge. This crosswalk is part of the Estes Park Riverwalk along Fall River which is part of the Estes Valley trails system and a draw for visitors to the area. It will be determined during the engineering design phase if this is a possibility, given bridge design constraints.

## PROPOSAL CONTENT AND INFORMATION

Your proposal must include the following content:

1. Letter of Transmittal
2. Project Team Qualifications

3. Past Project Portfolio
4. Statement of Familiarity of Location

### **Letter of Transmittal**

Provide a letter of transmittal that is limited to:

1. The name of the individual who will serve as the Consultant's representative and have contracting authority, and who will sign the proposal; the name of the individual who will serve as the primary contact person for the Consultant's work;
2. A description of the corporate ownership of the Consultant or the prime consultant in the case of a proposing team.

### **Project Team Qualifications**

1. The Project Team must demonstrate expertise and experience in the following:
  - a. Specific experience managing projects of similar size, complexity, and subject matter
  - b. Familiarity with environmental issues related to design, engineering, and construction of a bridge replacement
2. The Project Team's qualifications are to be demonstrated by providing the following information:
  - a. Submit an organizational chart identifying the proposed Project Team's key personnel and subcontractors, including measures to assure the consistency and retention of key personnel of the Project Team. The key personnel in the Project Team as specified in item 3 below shall remain the Project Team throughout the contract term unless the Town of Estes Park consents to a personnel change.
  - b. A summary of your firm's business operations and capabilities as they pertain to the proposed project of not more than three (3) pages in length. If the proposed Project Team includes subcontractors, a summary of not more than one (1) page in length may be provided for each subcontractor. Inclusion of any other descriptions of a firm's overall business, or promotional material is not encouraged and will not receive review.
  - c. Provide a personnel table identifying key personnel and proposed subcontractors and identify the key personnel and proposed subcontractor's expertise as related to this project's requirements.
3. For the Project Team's key personnel, include resume and, at a minimum, the following information for each individual:
  - a. Name/firm;
  - b. Project team assignment and responsibilities;
  - c. Availability during contract term;
  - d. Summary of expertise/experience with respect to the qualifications requirements listed above;
  - e. Education and relevant registrations;
  - f. Years of professional experience;
  - g. Experience with preparation of NEPA documentation including their role in the preparation;
  - h. Experience with Trail Design Engineering, including their role in the preparation;Each resume for key personnel not to exceed two (2) pages.
4. For the proposed Project Manager, key personnel, and subcontractors, provide a list of at least three (3) relevant projects. For each project provide a summary of the project including the individual's role, the date the project was completed, and a current reference that may be contacted. The Project Manager, key personnel, and subcontractors shall only list project which

their company performed at least 50% of the work. The list and summary of projects shall be no more than five (5) pages each.

## DELIVERABLES

The selected project management consultant will be expected to provide oversight and manage the project from design concept through construction and closeout. The following tasks represent a high level understanding of how the project will develop and demonstrates the categories that the project manager will oversee and manage. Specific details and responsibilities will be negotiated once a consultant has been selected.

### **Task 1 – Flood Mitigation Project Manager, Construction Manager & Contractor Selection**

The Town of Estes Park Public Works Department will enter into a contract with a selected consultant/firm for a Project Manager (PM) to support Town engineers and adequately interface with the design team, the construction contractor, Town Staff/Officials and the public.

### **Task 2 – Public Engagement, Coordination, and Education**

Flood recovery work since September 2013 has validated the important role that effective public engagement and coordination plays in project success. Further, the higher success rate of engagement and coordination built from an education platform is proven. In Estes Park, private landowners and community members are critical stakeholders in every conceivable flood recovery effort that is needed to bring the Estes Valley area to a state of resiliency – for the community, the economy, and the river system itself.

Additional tools for effective engagement and coordination, beyond stakeholder meetings, include public open houses, targeted interviews with agencies and owners, online reference page for project updates, interactive webpage, blog updates and/or Facebook page. Tools for ongoing education efforts will include educational mini-presentations incorporated into stakeholder and public meetings (project specific, general river science, and floodplain management topics).

### **Task 3 – Assessment, Detailed Engineering Analysis and Conceptual Design**

Engineering work in this task will build off of the ecologic, geomorphic, and flood risk assessments completed for the Fall River Plan for Resiliency (Plan). Additional data will be collected as identified in the Plan and/or as determined to be necessary during office- and field-level assessments.

Additional data collection will be integrated into a detailed assessment of current conditions. The additional data collection is expected to include, but not be limited to cross sectional, profile, and topographic survey, geotechnical investigation and analysis, pebble counts, and office-level estimation of limits of jurisdictional waters of the U.S. in the project reach to support required permitting and authorizations.

Detailed hydraulic models will be prepared for both regulatory and final design use. Floodplain analysis will include effective, current, and proposed conditions. The models will be evaluated for design purposes over the range of discharge profiles, from the 10- to 500-year.

After completion of the hydraulic analysis, preliminary roadway and bridge design will be done, developing several bridge structure and foundation alternatives to meet the new width, span and



clearance requirements. The bridge and road approach alternatives will consider several attributes such as construction cost, timing, traffic control, staged construction if required, durability and aesthetics.

After the alternatives are developed, they will be presented in a matrix format that will allow the City to select a preferred alternate. The preferred alternate will be developed to a 30% 'Concept Design' level.

Along with the concept design plans, a written summary, including basis of design, will be developed that documents the background information, alternatives studied and the basis of selection. The concept design plans will be used for stakeholder review and comment.

#### **Task 4 – Final Analysis and Design and Construction Documents**

Following stakeholder review and comment, final analysis and design will be conducted to respond to comments as directed and finalize design concepts, then develop construction documents to include a construction drawing set and construction specifications. The submittals will be a 60% complete set, 95% review set and then a final (100%) set. Construction drawings will include plan and profile sheets showing locations and elevations of all proposed treatments, as well as cross sections and typical details. Construction specifications will be correlated to the construction drawings and provide more detail on materials and methods for project implementation. Plans and specifications will conform to the latest CDOT Standard Specifications.

#### **Task 5 – Permitting**

Required permits anticipated for this project are:

Federal Permits: (1) Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR) or New Study; (2) Section 404 of the Clean Water Act Authorization by the U.S. Army Corps of Engineers (USACE); (3) Section 404 to include threatened and endangered (T&E) species under the Endangered Species Act (ESA); (4) Section 404 to include historic and cultural issues under the National Historic Preservation Act (NHPA); (5) Section 404 to include annual monitoring for the typically required five year period; (6) FHWA Categorical Exclusion

Federal Environmental Laws/Executive Orders: (1) EO 11988 – Floodplain Management; (2) EO 11990 – Wetland Protection; (3) EO 12898 – Environmental Justice; (4) EO 13112 – Invasive Species

State Permits: (1) Air Pollutant Emission Notice (APEN) for Land Development; (2) Air Quality Conformity Permit; (3) Colorado Discharge Permit System (CDPS) Construction Stormwater and/or Dewatering

Local Permits: (1) Town Right-of-Way Permit; (2) Town Floodplain Development Permit; (3) Town Grading Permit; (4) Utilities Agreements.

This scope of work assumes that a Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR) will be required for this project because the project will occur in advance of an anticipated new flood study for the drainages in Estes Park. This scope of work additionally assumes that the project will qualify for authorization under Section 404 of the Clean Water Act using Nationwide and/or Regional General Permits (i.e., not require an Individual

Permit) and that no threatened and endangered species, historic or cultural issues of note will need to be addressed.

60% complete plans will be utilized for permit applications.

### **Task 6 - Design Engineering Support for Construction**

This task provides design engineering support to the Town throughout the construction bid and implementation phases. Support includes provision of pertinent information on the final design and permitting requirements to support preparation of a construction bid and assistance with contractor prequalification, ranking, and selection processes, as well as development of an engineer's opinion of probable cost to assist evaluation of received bids. Design support to the CM is included in this task as needed for design clarification, site visits, review of shop drawings, etc. as necessary to ensure accurate interpretation and implementation of the construction documents. Included in this task is final inspection and close out, as-built drawings and a final load rating of the bridge.

## PROPOSED PROJECT SCHEDULE

### **Proposed Project Schedule**

Letting Date	August 1, 2016
Pre-Submittal Meeting	August 10, 2016
Last Day for Questions	August 12, 2016
Proposal Opening	August 15, 2016
Contract Negotiations	August 15-18, 2016
Notice of Award	August 18, 2016
Town Board Approval	August 23, 2016
Project Start/NTP	August 29, 2016
Final Completion	December 31, 2017

## PROPOSAL EVALUATION AND SELECTION PROCESS

The Town intends to select a Consultant who is fully qualified and has assembled a Project Team that can provide satisfactory service. The Town will be the sole judge of whether or not a Consultant is considered to be fully qualified for the purpose of this RFQ, and will determine if the proposals are complete and meet the requirements as described in this RFQ.

The Consultant selected for the Project will be chosen on the basis of the greatest apparent benefit to the Town and the qualifications of the Project Team. In addition, the Town will comply with Colorado Revised Statute (CRS 24-30- 1403), (24-30- 1408) and Title 23 CRF Part 172. Proposals shall be evaluated by a selection committee assigned by the Town Board of Trustees or designee on the basis of the Evaluation Criteria noted herein. The Town Board of Trustees, shall make the final determination of the Consultant selected.

Each submitted proposal will be evaluated by the selection committee using the following general criteria with a maximum of 100 points possible.

- Project Team Qualifications – 30 points
  - a. Relevant expertise and experience of personnel assigned and committed to the Project.

- Relevant Project Examples/References – 30 points
  - a. Relevant project performance history, including competency, responsiveness, cost control, work quality and ability to meet schedules and deadlines.
  - b. Public involvement expertise where scientific and/or technical study results were presented to the general public and elected officials in an easy-to-understand manner.
  - c. References from three past clients for similar projects.
- Responsiveness to Project Schedule/Project Approach – 30 points
  - a. Demonstrated understanding, approach, and effectiveness of approach to the Project requirements, methodology, and deliverables.
  - b. Demonstrated understanding of the region and its characteristics.
  - c. Adherence to the Project completion date.
  - d. Understanding and foresight of any critical issues and challenges involved in the project.
- Proposal Accuracy/Completeness/Presentation – 5 points
  - a. Clarity, conciseness, organization and editorial precision in the proposal.
  - b. Adherence to the RFQ requirements. Incomplete proposals or failure to provide the information required by the RFQ will result in the proposal not being considered.
- Budget Adherence – 5 points
  - a. Ability to perform work and complete the project within the project budget.
  - b. Proposed cost of the project compared to the project budget.

The selection committee will make a recommendation to the Town Board of Trustees for the final selection of a Consultant and Contract approval for the Project. It is anticipated that a recommendation from the selection committee will be forwarded to the Town Board of Trustees for consideration and approval.

**Submittal of Proposals**

All Proposing firms shall comply with all conditions, requirements, and specifications contained herein, with any departure constituting sufficient cause for rejection of the Proposal.

All proposals shall be submitted no later than 2:00 pm MST, August 15, 2016.

Proposals shall be addressed to:

Town of Estes Park, Department of Public Works, Room 100  
 PO Box 1200  
 170 MacGregor Avenue  
 Estes Park, CO 80517  
 Attn: Kevin Ash

Fee Schedule shall be in separate sealed envelope (and not included in electronic copy) with Consultant Name and Project Identification labeled. Proposal packages shall be submitted in a sealed package marked on the outside:

- a. Name of Consultant
- b. Subject: Request for Qualifications – Moraine Avenue Bridge Replacement Project Management Services

## GRANT REQUIREMENTS AND REGULATIONS

The work to be performed under any Contract issued as a result of this solicitation is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 70u (Section 3) which states that: 1) Employment, training, contracting and other economic opportunities generated by HUD assistance shall, to the greatest extent feasible, be directed to low and very low-income persons residing within the Project Area; and 2), Contracts for work in connection with the Project be awarded to businesses which are located in, or owned substantially by persons residing in the Project Area. All CDBG-DR funded projects must, to the greatest extent feasible, comply with Section 3 when contracting for professional services.

Consultant selection will be made on the basis of a balance of adherence to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 70u (Section 3), qualifications and the cost of proposed services that provide best value to the Project.

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 70u (Section 3) which states that: 1) Employment, training, contracting and other economic opportunities generated by HUD assistance shall, to the greatest extent feasible, be directed to low and very low-income persons residing within the project area; and 2), Contracts for work in connection with the project be awarded to businesses which are located in, or owned substantially by persons residing in the project area. All Disaster Emergency Funds (DEF) funded projects must, to the greatest extent feasible, comply with Section 3 when contracting for professional services.

### **Socioeconomic procurement required for all federal grants**

Affirmative steps 44.CFR 13.36(e) – all 6 steps

1. Placing qualified small, minority, and women's firms on solicitation lists
2. Assuring that small, minority, and women's firms are solicited whenever they are potential sources
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation
4. Establishing delivery schedules, where the requirement permits, which encourage participation by these businesses
5. Using the services of the Small Business Administration and the Minority Business Development Agency
6. Requiring contractors to take affirmative steps when procuring subcontractors

C.R.S. Article 17.5, Title 8. The Consultant hereby certifies that, as of the date of this Contract, it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that the Consultant will participate in the e-verify program or Colorado Department of Labor and Employment ("Department") program as defined in C.R.S. § 8-17.5-101 in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract. The Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subconsultant that fails to certify to the Consultant that the subconsultant shall not knowingly employ or contract with an illegal alien to perform work under this Contract. The Consultant certifies that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the e-verify program or the

Department program. The Consultant is prohibited from using either the e-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed. If the Consultant obtains actual knowledge that a subconsultant performing work under this Contract knowingly employs or contracts with an illegal alien, the Consultant shall be required to: (i) notify the subconsultant and Town within three days that Consultant has actual knowledge that the subconsultant is employing or contracting with an illegal alien; and (ii) terminate the subcontract with the subconsultant if within three days of receiving the notice required pursuant to this subparagraph the subconsultant does not stop employing or contracting with the illegal alien; except that Consultant shall not terminate the contract with the subconsultant if during such three days the subconsultant provides information to establish that the subconsultant has not knowingly employed or contracted with an illegal alien. The Consultant shall comply with any reasonable request by the Department made in the course of an investigation that it is undertaking pursuant to the authority established in C.R.S. Article 17.5, Title 8. If the Consultant violates this paragraph, the Town may terminate this Contract for default in accordance with "Termination," below. If this Contract is so terminated, the Consultant shall be liable for actual and consequential damages to the Town. *(Note: this paragraph shall not apply to contracts: (i) for Services involving the delivery of a specific end product (other than reports that are merely incidental to the performance of said work); or (ii) for information technology services and/or products.)*

## CONTRACT TERMS AND CONDITIONS

Submitting Consultants must attest that they are competent in conducting this project and assure that their proposal is complete and will result in successful execution of work to complete the Project.

### **Contract Formation**

A proposal submitted in response to this RFQ is an offer to contract with the Town. A proposal becomes a contract only when legally awarded and accepted in writing by the Town.

### **RFQ Amendments**

Prior to the proposal due date and time, the Town reserves the right to change any portions of this RFQ. Any changes or corrections will be through one or more written addendum(s), dated, attached to, or incorporated in, and made a part of this RFQ. All changes must be authorized and issued in writing by the Town. If there is any conflict between addendum(s), or between an addendum(s) and the RFQ, whichever document was issued last in time shall be controlling. It shall be the responsibility of the Consultant to verify that every addendum has been received prior to submitting a proposal and to acknowledge all addenda.

### **Incorporation of Documents**

This RFQ, any subsequent addendum(s), and the Consultant's proposal will be incorporated into the resulting contract.

### **Right to Cancel**

The Town reserves the right to cancel or reissue all or part of this RFQ at any time as allowed by law without any obligation or liability.

The Town reserves the right to reject any and all Proposals or any part thereof. The right is reserved to waive any formalities or informalities contained in any Proposal, and to award the

Contract to the most responsive and responsible Consultant as deemed in the best interest of the Town.

### **Variation from Request for Proposal**

The Town reserves the right to negotiate final terms with the selected Consultant that may vary from those contained in this RFQ.

### **Licenses**

The Consultant and sub-consultant(s) shall be licensed to do business in the State of Colorado and the Town of Estes Park or provide a commitment that it/they will become licensed in Colorado and the Town within thirty (30) calendar days of the Consultant selection by the Town Board of Trustees. The Town of Estes Park charges a \$200 annual business license fee.

### **Insurance**

The Consultant shall provide proof of insurance of the type and amount as required. Certificates must be approved by the Town Clerk's Office prior to issuance of the contract.

### **References and Conflict of Interest Inquiry**

The Town reserves the right to request a client list from the Consultant, for the purpose of determining potential conflicts of interest or for obtaining references. Such lists shall be considered proprietary.

### **Project Interfacing**

Following award of the Contract, the Consultant will propose a Communication Protocol for Town review and approval. This document will establish roles and responsibilities and identify Project communications protocols with the Consultant and the Town. The Communication Protocol will include, but is not limited to, the following:

1. Procedures for scheduling and facilitating status updates and meetings.
2. Consultant will submit a monthly Project Status Report to the Town, in an agreed upon format. Reports shall commence within four weeks after the Contract is executed and continue through the end of the Contract period.
3. The Consultant shall not release Project-related documents to anyone other than the Town's Point of Contact, unless agreed upon by the Town.

### **Fees and Payment**

A Contract Change Order approved by the Public Works Engineering Manager will be required for any change(s) to a Project task(s). Additional services proposed by the Project Team must be negotiated and agreed to in writing by the Public Works Engineering Manager prior to performance and payment for such services.

Billing and payment cycles are as printed on the Annual Vendor Payment Schedule generated by the Town's Finance Department. The Consultant will submit and the Public Works Engineering Manager will review and approve invoices on a monthly basis. The amount of such payment shall be based on monthly Project Status Reports. Invoices must be sufficiently detailed to meet grant reimbursement requirements which include the following information on individual Project Team members: descriptions of activity/task by person, hours, dates, location,

and rate. Once an invoice is approved by the Public Works Engineering Manager, the Finance Department will process it according to the Town's current Vendor Payment Schedule.

Invoices shall meet or exceed minimum Disaster and Emergency Funds (DEF) reimbursement requirements to ensure the Town is fully reimbursed for all work performed by the Consultant and sub-consultants.

Payments to the Consultant will not exceed 95% of the total Project cost until the Project is completed and accepted by the Town. The contract will be effective until all deliverables are provided to the Town and deemed complete by the Town. Any edits or modifications necessary to finalize deliverables will be the responsibility of the Consultant.

### **Sub-consultants**

The Consultant shall indicate in the proposal any work intended to be performed by sub-consultants. The Consultant shall name the sub-consultants, if known, at the time of the proposal. To be considered eligible for this Project, the Consultant must perform at least 70% of the Project work themselves.

With written permission of the Public Works Director, the Consultant may hire sub-consultants not identified in the proposal to complete portions of the Project if (1) the Consultant lacks sufficient in-house expertise or capacity and (2) such hiring does not result in the Consultant performing less than 70% of the Project work themselves. Sub-consultants shall meet the same quality standards and schedules, and provide the same level of documentation as the Consultant.

The sub-consultant shall make an effort to use small, minority, and women-owned business enterprises whenever possible.

### **Financial Capabilities**

The Consultant must be financially capable and solvent in fulfilling the requirements of the Contract.

### **Conflicts of Interest**

Conflict of interest means that because of other activities or relationships, a person or entity is unable or potentially unable to render impartial assistance or advice to the Town, is or might be otherwise impaired in its objectivity in performing the contract work, or has an unfair competitive advantage.

The Project Team must disclose any current or expected future contractual relationships which may pose a conflict of interest with this Project. Disclosure shall include date and duration of said contract(s), the nature of the service provided, and a plan for managing potential conflicts of interest.

### **Handling of Information**

The Consultant shall not disclose any information concerning the Town or the Project, or information that may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the Public Works Director, or as may be required by law.

### **Equal Opportunity Employer**

The Town of Estes Park is an Equal Opportunity Employer and no otherwise qualified individual shall be subject to discrimination on the basis of race, color, religion, creed, national origin,

ancestry, sex, age, sexual orientation (incl. transgender status), physical or mental disability, marriage to a co-worker and retaliation for engaging in protected activity (opposing a discriminatory practice or participating in an employment discrimination proceeding) in any phase of employment for this Project.

### **Small Business, Minority and Women Enterprises**

The Consultant shall make an effort to use small, minority, and women-owned business enterprises whenever possible.

The following steps are required for federally funded projects:

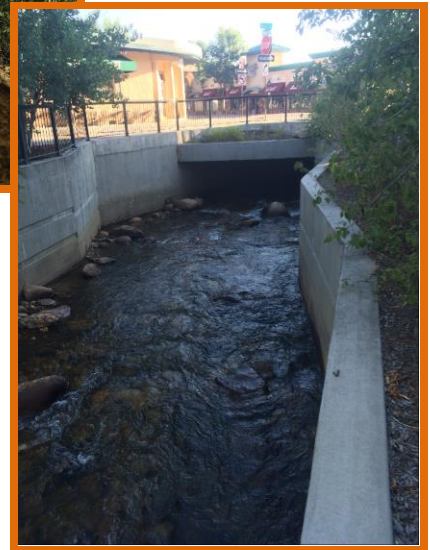
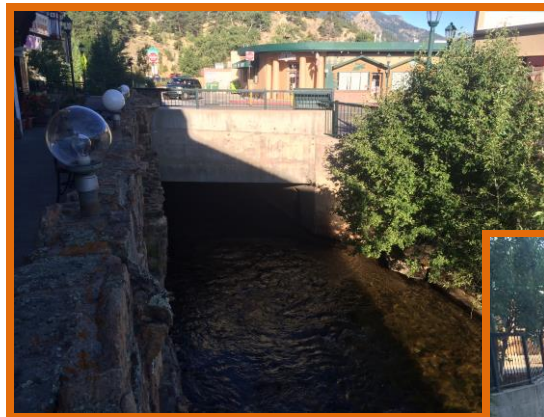
1. Place qualified small, minority, and women's firms on solicitation lists
2. Assure that small, minority, and women's firms are solicited whenever they are potential sources.
3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation.
4. Establish delivery schedules, where the requirement permits, which encourage participation by these businesses.
5. Use the services of the Small Business Administration and the Minority Business Development Agency.
6. Require contractors to take affirmative steps when procuring subcontractors.



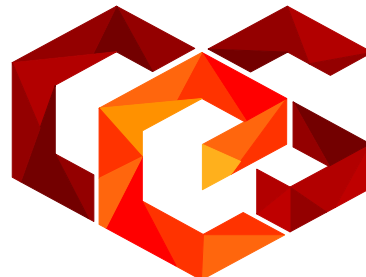
# MANAGEMENT SERVICES MORaine AVENUE BRIDGE REPLACEMENT

Town of Estes Park  
Public Works Department  
170 MacGregor Avenue, Room 100  
P.O. Box 1200  
Estes Park, CO 80517

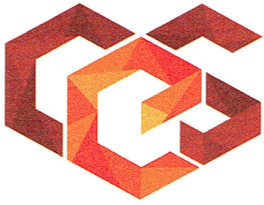
August 15, 2016



PREPARED BY:



Cornerstone Engineering & Surveying, Inc.  
1692 Big Thompson Avenue – Suite 200  
Estes Park, Colorado 80517  
Phone: (970) 586-2458



PHONE 970.586.2458  
FAX 970.586.2459  
E-MAIL ces@ces-ccc.com  
WEB www.ces-ccc.com

1692 Big Thompson, Suite 200  
Estes Park, Colorado 80517

**CORNERSTONE**  
ENGINEERING & SURVEYING, INC.

---

August 15, 2016

Kevin Ash, P.E.  
Public Works Department  
Town of Estes Park  
P.O. Box 1200  
Estes Park, CO 80517

RE: Moraine Avenue Bridge Replacement – Project Management Services

Dear Kevin:

Thank you for the Request for Proposal for Project Management Services for the Moraine Avenue Bridge Replacement, Estes Park, Colorado. Cornerstone Engineering & Surveying, Inc. appreciates the opportunity to submit the accompanying proposal.

Cornerstone Engineering & Surveying, Inc. is confident that the interdisciplinary management team including Deere & Ault Consultants, Inc., strong emphasis in roadway, utilities, floodplain, hydraulic design and past experience with similar projects will enable us to successfully manage a high quality, viable and economical design. We also feel our firm is a logical choice given our office location and established relationships with involved entities to enable fluency in the design process.

The personnel assigned to this project are experienced and qualified to manage a superior design product. We will firmly commit engineering and support staff to ensure a timely completion of the project. We are prepared to begin work immediately following completion of contract negotiations and a Notice to Proceed.

We acknowledge receipt of Addendum #1 dated August 3, 2016.

We look forward to hearing from you.

Sincerely,  
Cornerstone Engineering & Surveying, Inc.

Michael S. Todd, P.E.  
Principal



Table of Contents

Qualifications & Experience

    Previous Experience

    Firm References

    Key Personnel

        Organizational Chart

        Cornerstone Engineering & Surveying, Inc.

            Michael S. Todd, P.E., Principal

            Jes Reetz, Senior Planner

        Deere & Ault Consultants, Inc.

            Mark Severin, P.E., Water Resource Engineer/Principal

Primary Contact Person

Statement of Understanding

## QUALIFICATIONS & EXPERIENCE



The staff of Cornerstone Engineering & Surveying, Inc. has completed similar projects in the Estes Valley. The Prospect Avenue By-pass Reconstruction was funded through the Town of Estes Park to reconstruct the existing Prospect Avenue, Fir Avenue and Moccasin Circle Drive. The work included preparation of easements for utilities, storm drainage and Right-of-Way, traffic analysis, geotechnical investigation, drainage study, utility relocation, design of roadway and sidewalk, preparation of plans and specifications, bidding, construction observation and materials documentation.

The U.S. Highway 36 Bridge across the Big Thompson River (STA 0361-049, STE0631-054). The U.S. Highway 36 at Big Thompson River Project included traffic analysis, roadway design, pedestrian trail design structural, hydraulic, scour, wetland/404 Permit, road widening, bidding, construction observation, materials documentation and certified payroll.

The U.S. Highway 36/Fish Creek Road Project (STE M405-008) was supported by Federal funding through CDOT with the Town of Estes Park as the Local Agency. Work included traffic analysis, roadway design, pedestrian trail design, structural underpass design, retaining wall design, preparation of plans and specifications through CDOT design guidelines and Local Agency Manual, construction bidding, construction observation, materials documentation and certified payroll.

Fish Creek Pedestrian Trail (STE M405-009) was supported by Federal funding through CDOT with the Town of Estes Park as the Local Agency. Work included preparation of easements for trail alignment, setting of HARN control along the proposed alignment, structural retaining wall design, pedestrian trail design, utility relocation, preparation of plans and specifications through CDOT design guidelines, and Local Agency Manual, bidding, construction observation, materials documentation and certified payroll.

The MacGregor Avenue sidewalk expansion was funded through the Town of Estes Park to increase parking and provide safe pedestrian access from Hwy 34 By-pass to the downtown area. Work included the design build of structural block retaining walls, sidewalk, additional parking area, relocation of overhead power to underground, drainage, and preparation of plans.

Team members from the firms of Deere & Ault Consultants, Inc., will contribute professional expertise with their years of experience on hydrology, hydraulic, floodplain analysis and FEMA review.

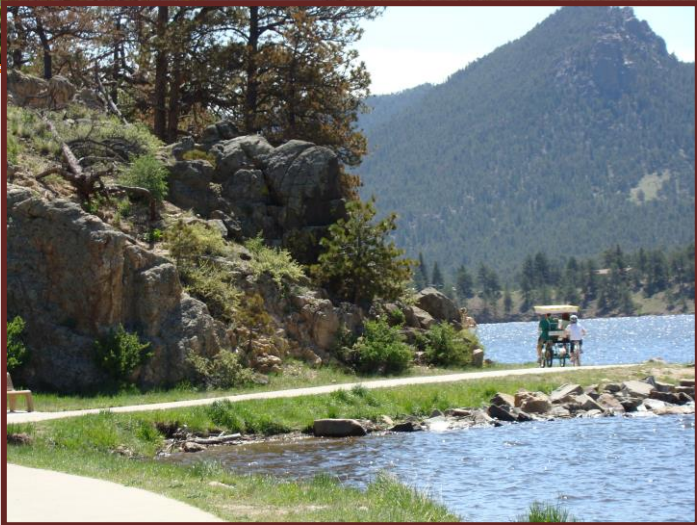
We are highly confident in our team's qualifications and experience for the management and related services for the proposed Moraine Avenue Bridge Replacement.



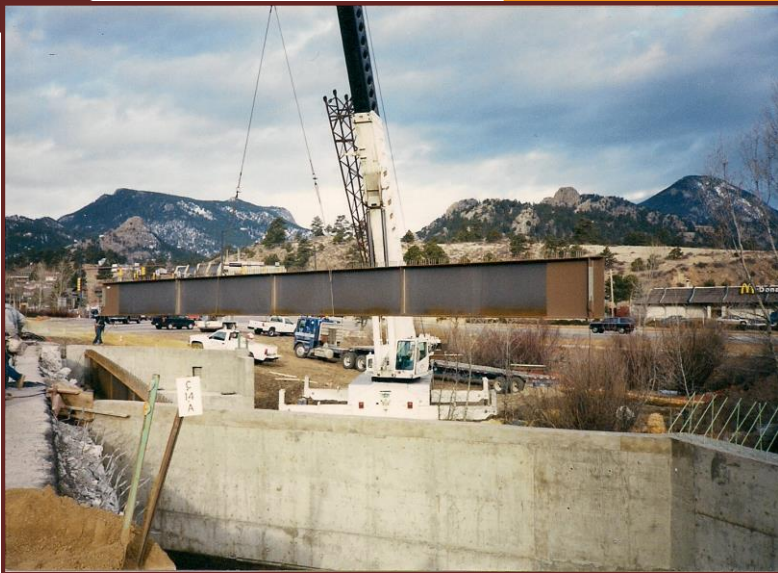
**Knoll Trail**



**Lake Estes  
Bicycle/Pedestrian  
Trail  
Phase I & II**



# US HWY 34/36 BRIDGE & UNDERPASS

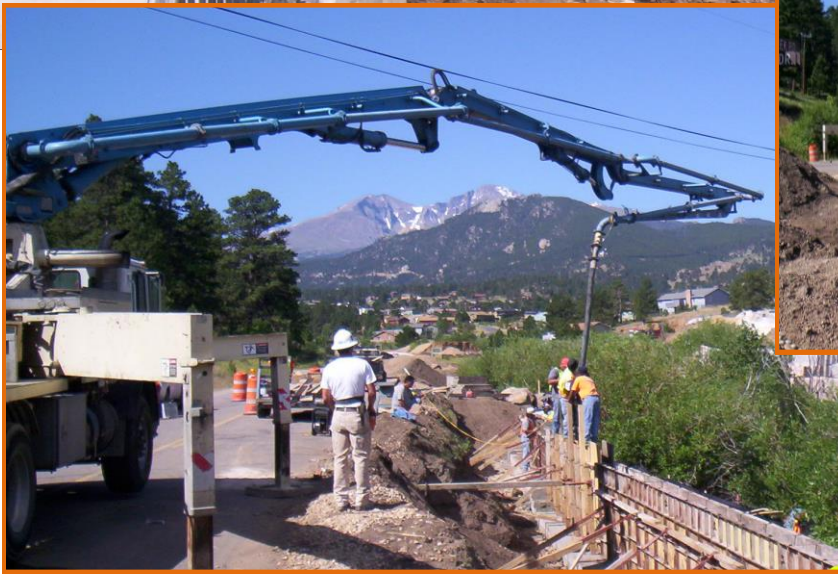


The project consisted of widening U.S. Highway 36 and the bridge across the Big Thompson River, reconfiguration of intersections with intersecting streets and installation of a pedestrian underpass connecting the existing Lake Estes trail system with the Town River Walk. Being the first pedestrian underpass of its kind in Estes Park, this welcome addition has been a tremendous visual and functional success for all to enjoy.

# US HWY 36/ FISH CREEK ROAD



Along with the Town of Estes Park and Colorado Department of Transportation, Mr. Todd led the design development, preparation of construction specifications and plans, project management and construction observation of this complex project. The project consisted of installation of a pedestrian underpass, replacement of a cable guardrail with a new Type 3 guardrail and widening of approximately a quarter mile of U.S. Highway 36. The highway widening was for installation of center turn lanes with reconfiguration of intersecting side streets to improve an existing high accident area. Also included was the construction of approximately two miles of pedestrian trail. Now completed, this pedestrian underpass and trail system has implemented a significant addition, extending a city wide projected trail system. Working with the Bureau of Reclamation, a safe and environmentally sensitive end product has evolved for all to enjoy.



Design development preparation of construction specifications and plans, project and construction management of \$650,000 2950 linear feet of pedestrian trail along Fish Creek Road. Project involved CDOT oversight with Federal Funding for 2500 feet of pedestrian trail. Tasks included surveying Right-of-Way, mapping, development and acquisition of easements, 404 Permitting, Wetland, and Retaining Wall Design.

## PHASE II FISH CREEK TRAIL EXTENSION



**CORNERSTONE**  
ENGINEERING & SURVEYING, INC.



# PHASE III FISH CREEK TRAIL EXTENSION



The trail included 2800 linear feet of concrete pedestrian trail adjoining Scott Avenue at Lakeshore Drive and extending around Carriage Hills Ponds to the already existing Hwy 7 hike/bike trail at Carriage Drive and Larkspur Avenue. Construction was required to stay within the trail alignment and minimize disturbances to the surrounding natural areas. The project included the construction of 1200 square feet of wetland to mitigate areas disturbed by the new trail alignment. The project involved CDOT oversight with Federal Funding for the pedestrian trail.



## FIRM REFERENCES



**Town of Estes Park Projects: Prospect Avenue,  
Hwy 34/36 and Hwy 36 Fish Creek Rd  
Town of Estes Park (Retired)**  
Greg Sievers – Project Manager  
552 Grand Estates Drive  
Estes Park, CO 80517  
970.218.7256

### **Carriage Hills Dam Modifications**

Town of Estes Park  
P.O. Box 1200  
Estes Park, CO 80517

Greg Muhonen  
Director of Public Works  
970.577.3581

Kevin Ash  
Public Works Civil Engineer  
970.577.3586

### **Park R3 School District**

Dave Coleson  
Director of Operations /Transportation  
1701 Brodie Avenue  
Estes Park, CO 80517  
970.586.2361

### **Upper Thompson Sanitation District**

Chris Beiker  
District Manager  
P.O. Box 568  
Estes Park, CO 80517  
970.586.1049

### **Housing Authority of the City of Loveland**

Jeff Feneis  
Director of Development  
375 West 37<sup>th</sup> Street, Suite 200  
Loveland, CO 80538  
970.635.5925



Providing a hands-on approach and actively involved in all phases of design, CES's principals have over 30 years of combine experience. With a reputation for sound judgment and quality documentation, our staff combines excellent technical skills with effective communication to facilitate a team approach on each project. Creative thinking, design considerations and cost-efficient engineering lead to innovative, practical solutions to fit within budge parameters and site constraints.

Our philosophy and management style is based on the belief that our engineers should consistently exhibit a strong commitment to quality of design. Our client-oriented approach and follow through provide excellence from the initial stages of the project to completion. We take pride in successfully translating our client's goals into effective results. CES has been consistent with this practice and it has allowed us to establish ongoing working relationships on many projects with the local residence, Town of Estes Park Community Development, Town of Estes Park Public Works Department and local utility companies.

**Cornerstone Engineering & Surveying, Inc.**

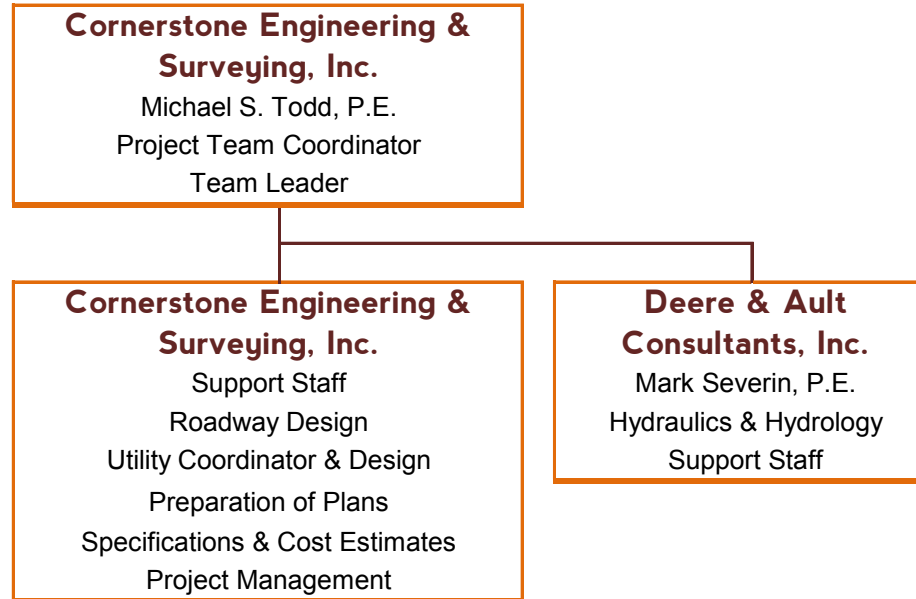
Michael S. Todd, P.E., Principal  
Jes Reetz, Senior Planner

**Deere & Ault Consultants, Inc.**

Mark Severin, P.E.  
Water Resource Engineer/Principal



## KEY STAFF & TEAM MEMBERS





**MICHAEL S. TODD, P.E.**  
Principal

**EXPERTISE** Roadway and Bridge Design, Structural Analysis & Design, Commercial and Residential, Historic Renovation, Infrastructure Design, Drainage Analysis, Construction Management, Land Development, Design Build & General Contracting

**EDUCATION** B.S., Civil Engineering, Colorado State University, 1992  
Graduate Work: Groundwater, Environmental and Hydrogeology, Colorado State University, 1994-1995

**REGISTRATION** Professional Engineer – State of Colorado

**PROFESSIONAL AFFILIATIONS** American Society of Civil Engineers; Tau Beta Pi, Honorary Fraternity

## EXPERIENCE SUMMARY

Mr. Todd's expansive background in engineering has allowed him to utilize his expertise in many design/build and construction management projects. He has performed as design engineer and project manager for municipalities, government and private sector clients. These projects have included roadways, bridges and multi use trails, storm drainage, water and wastewater treatment and design, water and sewer line design and land development. He performs structural evaluation and design and has provided engineering services for fuel tank removal, environmental site assessments and tunneling and geotechnical evaluations.

## PROJECT EXPERIENCE

### Roadways/Trails:

- Prospect Avenue By-Pass Reconstruction  
Town of Estes Park, Colorado
- State Highway 36/Fish Creek Road and Underpass –  
Colorado Dept. of Transportation
- State Highway 34/36 Bridge Underpass – Colorado Dept.  
of Transportation

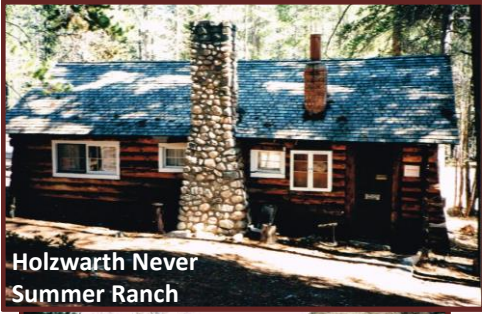
### Historic & Preservation:

- Holzwarth Never Summer Ranch
- Columbine Cabin – Never Summer Ranch NPS  
Park Service
- McGraw Ranch – Rocky Mt. National Park Associates
- McGraw Ranch Building 103, 105, 106 Rocky Mountain  
National Park Associates, Rocky Mountain National Park
- Lewis House/Miner Museum – Lafayette, CO



Knoll Trail & Bridge

### Historic & Preservation: *(continued)*



- William Allen White Cabin and Outlying Cabins Condition Assessment and Work Program – Rocky Mt. National Park Association, Rocky Mt. National Park
- Building 48 Renovation and Work Program – Rocky Mt. National Park Association
- Twin 1 & 2 Cabins, Rose Cabin, Mamma's Cabin, Taxidermy Cabin, Never Summer Ranch Rocky Mt. National Park Associates, Rocky Mt. National Park



### Water Storage Tanks:

- MacGregor Mountain 300,000 Gallon Water Storage Tank – Town of Estes Park
- Glacier Creek 1,000,000 Gallon Water Storage Tank – Town of Estes Park
- Summit Property 300,000 Gallon Water Storage Tank – YMCA
- Mountain Side 100,000 Gallon Water Storage Tank – YMCA



### Civil:

- Lone Tree Housing Development – Simpson Housing
- North College Avenue Underpass – City of Fort Collins
- Lake Estes Pedestrian Trail, Phase I, II, IV – Town of Estes Park
- Town of Estes Park Fuel Tank Removal – Town of Estes Park
- Mary's Lake Raw Water Pump Station – Town of Estes Park
- Estes Park Medical Center
- Harmony Foundation
- Wapiti Crossing Condominium Development
- Black Canyon Inn
- Overlook Development
- Estes Park Good Samaritan
- Mirasol Development
- Talons Pointe



### Structural Design:

- Estes Park Catholic Church – Basis Architecture
- Estes Park Visitors Center – Basis Architecture
- Black Canyon Inn – Sloan Investments, LLC
- Best Western Motel – Basis Architecture
- ABC Climbing Gym – ABC Kids Climbing, LLC
- Residential Construction – Dallman Construction
- Residential Construction – Kingswood Homes
- Riverspointe Downtown – Basis Architecture



**JES REETZ**  
Senior Planner

**EXPERTISE** Drafting, Site Development, Engineering Services

**EDUCATION** Associates of Applied Science, Front Range  
Community College 1998

## EXPERIENCE SUMMARY

Mr. Reetz's background in civil drafting has allowed him to apply his skills on various construction/development projects. These projects have included roadways and trails, water and sewer lines, dams, tunnels, geology maps and profiles and land development. Mr. Reetz has utilized various drafting programs and is currently utilizing AutoCAD of which he has 20 years experience.

## PROJECT EXPERIENCE

### Development Plans:

- Black Canyon Inn Condominiums Master Plan
- Harmony Foundation Treatment Facility
- Estes Park Medical Center – Multiple expansions, & parking expansions
- Eagles Crest Condominiums
- Wapiti Crossing Condominiums
- Rivers Pointe Downtown Condominiums
- East Riverwalk Condominiums
- Estes Park Visitor Center
- Cherokee Meadows Subdivision
- Talons Pointe
- Johnstown Self Storage
- Olympus Views Condominiums (*Commercial Office Space*)

### Roadway/Trails:

- Hwy 34/36 Bridge Underpass Town of Estes Park
- Lake Estes Pedestrian Trail, Phase II, IV
- Taft Hill Road Underpass, Trail System, Parking Lot and Observation Area – City of Ft. Collins



**Mark A. Severin, P.E.**  
*Water Resource Engineer/Principal*



## **EDUCATION AND SPECIAL TRAINING**

M.S., Agricultural Engineering, University of Nebraska, 1988  
B.S., Agricultural Engineering, Colorado State University, 1985

## **REGISTRATIONS / CERTIFICATIONS**

Professional Engineer, Colorado

## **QUALIFICATIONS**

Mr. Severin has been responsible for engineering analysis and design of numerous hydrologic and hydraulic projects, including stream bed and bank stabilization, channel remediation, backwater analysis, water conveyance systems, energy dissipation structures, floodplain mapping, flood frequency analysis, and sediment transport analysis. Investigations of hydroelectric and water resources projects include analysis of dam failures, determination of spillway inflow design floods, evaluation of spillway adequacy, pre-feasibility planning of pumped storage projects, expansion of hydroelectric projects, and dam stability analysis.

## **RELEVANT EXPERIENCE**

### **Dam and Spillway Projects**

***Chute Spillway Capacity Study for Clear Creek Reservoir.*** Project Manager responsible for the analysis of the Inflow Design Flood (IDF) using both the Extreme Precipitation Analysis Tool (EPAT) and the traditionally accepted methodology for calculating the Probable Maximum Precipitation (PMP). The study also included an evaluation of the existing capacity of the chute downstream of the concrete service spillway and identified improvements that could increase the capacity of the chute.

***South Platte Reservoir, Littleton, Colorado.*** Project Engineer responsible for the design of the emergency spillway and bypass channel. A site specific Probable Maximum Precipitation (PMP) was evaluated for this project that significantly reduced the size of the Inflow Design Flood (IDF). Constructing a bypass channel to route the runoff of the IDF around the reservoir further reduced the inflow to the reservoir.

***James Tingle Dam and Reservoir, Park County, Colorado.*** Project Engineer responsible for the design and hydraulic/hydrologic analyses of the emergency spillway, outlet works, and long throated measuring flume.

***Pleasant Valley Reservoir Spillway, Longmont, Colorado.*** Project Engineer responsible for the hydraulic and hydrologic evaluation of the existing emergency spillway, determination of the IDF, preparation of an Incremental Damage Analysis (IDA), and inundation mapping.

***Coal Ridge Waste Dam Spillway.*** Project Manager responsible for hydrologic and hydraulic review of the existing spillway and hydraulic design of a roller compacted concrete (RCC) emergency spillway.



***Gaynor Dam Spillway.*** Project Manager responsible for hydrologic and hydraulic analyses of the inadequate emergency spillway and dam break analysis of the embankment. An IDA was performed to reduce the IDF.

***Prince Lake No. 1 Rehabilitation.*** Project Engineer responsible for the hydrologic and hydraulic evaluations of the rehabilitation of the dam and reservoir. A Hazard Classification Report was submitted to the Office of the State Engineer.

***Davis No. 1 Dam Rehabilitation.*** Project Engineer responsible for the hydrologic and hydraulic evaluations of the rehabilitation of the dam and outlet. Inflow to the reservoir through an interconnect pipe from the adjacent Davis No. 2 reservoir was evaluated.

***Windsor Lake Spillway and Outlet Works, Windsor, Colorado.*** Project Engineer responsible for hydrologic evaluation and hydraulic design of the relocated outlet structure for the project. Historically, Windsor Lake (Kern Reservoir) has operated as an equalizer reservoir for the New Cache la Poudre Irrigating Company and flood control for the Windsor Basin. By moving the outlet structure to a downtown location in the Greeley No. 2 Canal, flood control is expanded to also provide for the adjacent Law Basin without impacting the equalizer operation. With the increased drainage area contributing to the lake, an IDA was performed to demonstrate the adequacy of the existing emergency spillway.

#### **Dam Hazard Classification Projects**

***Hazard Classification for Mason Reservoir.*** Project Manager responsible for the determination of hazard classification for the dam at Mason Reservoir. Hydraulic and hydrologic computer models of the clear day breach outflow were developed for the 10-mile study reach downstream of the dam using GIS, HEC-RAS, and HEM-HMS to determine impacts to habitable structures and paved road crossings.

***Hazard Classification for Welsh Reservoir.*** Project Manager responsible for the determination of hazard classification for the dam at Welsh Reservoir. Hydraulic and hydrologic computer models of the clear day breach outflow were developed for the 6-mile study reach downstream of the dam using HEC-RAS and HEC-HMS to determine impacts to habitable structures and road crossings.

#### **Dam Breach Inundation Mapping Projects**

***Dam Breach Inundation Mapping for Dams at Santa Maria, Continental, and Terrace Reservoirs.*** Project Manager responsible for dam breach analysis and inundation mapping for Santa Maria Reservoir and Continental Reservoir owned by the Santa Maria Reservoir Company and Terrace Reservoir owned by the Terrace Irrigation Company. These three reservoirs are located in the San Juan Mountains of southern Colorado and are tributary to the Rio Grande. Including the common river reaches, the combined extent of inundation mapping for these three studies covered 373 miles downstream of the dams. The inundation maps were prepared for inclusion in the Emergency Action Plans (EAPs) for the respective reservoirs.

***Dam Breach Inundation Mapping for Highland Ditch Company Dams.*** Project Manager responsible for dam breach analysis and inundation mapping for six dams at five reservoirs (Foothills, McIntosh, Highland #1, Highland #2, and Highland #3 reservoirs) owned by the Highland Ditch Company. GIS, HEC-RAS, and HEC-HMS were used to model clear day breach outflow and develop inundation maps for the study reaches downstream of each dam. The inundation maps were prepared for inclusion in the EAPs for the respective reservoirs.

***Dam Breach Analysis of Harper Lake Dam.*** Project Manager responsible for dam breach analysis and inundation mapping using DAMBRK and HEC-RAS computer models. A three-mile reach was studied to determine the inundated area that would result from a clear day piping failure of the embankment. The inundation map was prepared for inclusion in the Emergency Preparedness Plan (EPP).

***Dam Breach Analysis of Cabin Creek, Clear Creek, and Georgetown Dams.*** Project Engineer responsible for preparation of dam breach and flood frequency analyses. Cabin Creek is the lower reservoir for a 280 MW pumped storage project.

***Dam Breach Analysis of Yards Creek Lower Reservoir.*** Project Engineer responsible for the preparation of a flood frequency analysis and dam breach analysis using DAMBRK computer model. As part of the EAP, Probable Maximum Flood (PMF) and clear day dam failures were modeled to determine incremental stage rise, travel times, and inundation boundaries.

***Hydrologic and Dam Breach Analysis of Way, Hemlock Falls, Peavy Falls, Michigammi Falls, Brule, Twin Falls, Kingsford, Big Quinnesec, and Little Quinnesec Dams, Various Locations.*** Project Engineer responsible for preparation of PMP estimates, watershed flood routing, and dam breach analyses using HMR52, HEC-1, and DAMBRK computer models. This system of dams and three rivers required complex analyses to determine the effect of domino failures and concurrent floods on the two drainage basins. The entire system was modeled to evaluate the IDF for particular dams.

***Dam Breach Analysis of Norway Point Dam and Four Mile Dam.*** Project Engineer responsible for preparation of dam breach analysis using DAMBRK and HEC-2 computer models. A 12-mile reach was studied to determine the downstream effect and the inundation boundary due to dam failure for several floods involving the PMF.

## **Hydroelectric Projects**

***Relicensing of Cushman Hydropower Project.*** Project Engineer for hydrologic, hydraulic, sediment routing, and reservoir operation studies to determine methods of mitigating flooding resulting from land use, hydropower operation, and aggradation within the channel system. Responsibilities included development and calibration of a hydraulic and sediment routing computer model that was used to determine channel aggradation for various proposed reservoir operation scenarios. Data collection included channel and floodplain cross-section surveys, suspended sediment and bed load measurements during flood events, and stream flow measurements.

***Hydroelectric Expansion Projects.*** Project Engineer for prefeasibility study to evaluate expansion of hydroelectric projects in the Tennessee River. Nine mainstem plants having a combined capacity of more than 2,000 MW were evaluated to identify projects for which expansion would be cost effective. Responsibilities included reservoir operation simulation and layout, sizing, and cost estimates of proposed expansions.

***Pumped Storage Projects, Various Locations.*** Planning Engineer responsible for conceptual studies to develop pumped storage projects in Kentucky, Pennsylvania, West Virginia, Virginia, and Minnesota. The projects ranged from 200 to 1,200 MW and some utilized an underground mine for the lower reservoir. Responsibilities included layouts, sizing, and cost estimates for water conductors, dams, mine modifications, and power plans.

## PRIMARY CONTACT



Michael Todd, PE – Principal  
Cornerstone Engineering & Surveying, Inc.  
1692 Big Thompson Avenue – Suite 200  
Estes Park, CO 80517  
Office: 970.586.2458  
Cell: 970.214.7318  
Email: [mtodd@ces-ccc.com](mailto:mtodd@ces-ccc.com)



## STATEMENT OF UNDERSTANDING



Cornerstone Engineering & Surveying, Inc. (CES) has read and feels fully confident with our understanding of the proposal work for the Project Management Services for Moraine Avenue Bridge Replacement. The project management is to supplement the Town staff for the bridge improvement project for the Moraine Avenue Bridge located along the 100 Block of Moraine Avenue in downtown Estes Park. The project manager will oversee the replacement of the Moraine Avenue Bridge from solicitation for design consultants, design and project bidding through construction and complete closeout.

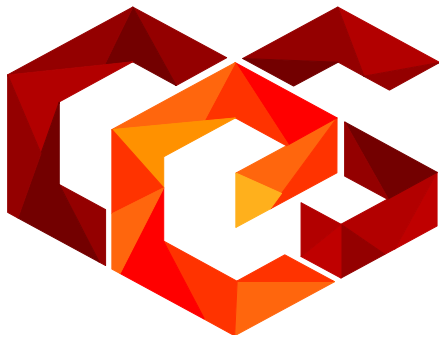
The purpose of the project is to improve the flow capacity of the Moraine Avenue Bridge for major storm events. The project will incorporate hydraulic, hydrology, FEMA Review, structural, traffic, possible right-of-way acquisition and or easements and scheduling.

CES has developed a working relationship within the Estes Park Community and feels competent in our ability to coordinate the project with impacted business owners, local utilities, Colorado Department of Transportation and the Town staff and officials.

The project is being funded by the CDBG –DR funding for flood recovery. With the bridge being located on US Highway 36A, CDOT review process and approval will be required for the bridge design and construction. CES has completed similar projects in the Estes Valley with the Town of Estes Park and CDOT. CES has read the Town of Estes Park - Professional Services Contract and is agreeable to the conditions of the contract.

CES acknowledges that as project manager for the Moraine Avenue Bridge, the team will not be eligible to bid on any other aspect of the bridge projects as it develops.

Our proposed Project Team feels competent in our understanding of the Scope of Services and our ability to manage a professional, timely and economical product.



**Cornerstone Engineering & Surveying, Inc.**  
**1692 Big Thompson Avenue – Suite 200**  
**Estes Park, Colorado 80517**  
**Phone: (970) 586-2458**  
**Fax: (970) 586-2459**

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# Memo

To: Honorable Mayor Jirsa  
Board of Trustees  
Town Administrator Lancaster

From: Greg Muhonen, PE, Public Works Director

Date: August 23, 2016

RE: Visitor Center River Bank Stabilization

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**Objective:**

Public Works (PW) staff seeks approval from the Town Board to spend up to \$13,585 of our Larimer County Open Space Fund to stabilize the eroding north bank of the Big Thompson River at the Estes Park Visitor Center.

**Present Situation:**

The Town owns the land adjacent to the Big Thompson River from the US36 right of way eastward to about the center of the Visitor Center building where we abut Bureau of Reclamation (BoR) land near the river flow measuring flume. This area serves as the welcoming portal to Estes Park and is heavily utilized by both our visitors and by our local community.

These grounds suffered erosion damage during the 2013 flooding resulting in poor bank stability, dangerous access to the river, and potential damage to trees and structures in the area. The Estes Valley Watershed Coalition (EVWC), on behalf of the Town, applied for and was awarded \$108,680 Emergency Watershed Protection (EWP) grant funds by the Department of Agriculture Natural Resources Conservation Services (NRCS) to repair this damage. These funds cannot be used to repair the related flood damage on state (CDOT) or federal (BoR) lands. This grant requires a 12.5% match of local funds.

**Proposal:**

PW proposes the Town, as the owner of the land receiving the repair work and a good-faith partner with the EVWC, provide the local match funds of \$13,585 for this work. EVWC will manage the contractor procurement and construction oversight. The work will include placement of protective stone riprap, revegetation of the river bank, stone terracing to improve public recreational access to the water, and river channel improvement to enhance the fishery. EVWC will be coordinating with BoR to ensure the work does not conflict with the Bureau's annual dredging of this river reach. No Town staff effort for project management is required. The Town will be provided review and comment opportunities as the design concept and details are established. The work could start as early as November 2016 to coincide with the proposed commencement of

construction of the Transit Facility Parking Structure. The work is estimated to be completed within 30 days, weather permitting. The grant requires the work to be completed by December 31, 2017.

**Advantages:**

The advantages of providing these local match funds include:

- Enhance river bank and river channel resiliency during future flood events.
- Beautification to supplement the visitor experience for users of the Visitor Center and the new parking structure.
- Stabilization of the ongoing soil erosion that is exposing the Town's turf irrigation system and undermining the concrete Riverwalk trail.
- Continued strengthening of our relationship with the EVWC through collaborative project efforts.

**Disadvantages:**

The disadvantages of performing this restoration work include:

- Disturbance of the river bank and the associated introduction of sediment into the river during construction.
- Temporary closure of the Riverwalk trail during construction.

**Action Recommended:**

The PW staff proposes the Town Board grant permission and allocate funds for the EVWC to perform this work on Town land.

**Budget:**

The local matching funds for this project in the amount of \$13,585 can be taken from unobligated revenue in the Larimer County Open Space fund. This has not been encumbered in the 2016 budget and will require a supplemental appropriation.

**Level of Public Interest**

Public interest on this proposal is expected to be low, however the public benefit is high.

**Recommended Motion:**

I move to **approve/deny** payment to the EVWC in an amount not to exceed \$13,585 upon completion of the flood damage repair of the north bank of the Big Thompson River at the Visitor Center.

**Attachments:**

Photo of the project site









# Memo

**To:** Honorable Mayor Jirsa  
Board of Trustees  
Town Administrator Lancaster

**From:** Reuben Bergsten, Utilities Director and  
Jeff Boles, Water Superintendent

**Date:** August 23, 2016

**RE:** Park Entrance Mutual Pipeline & Water Co.  
Voluntary Water System Transfer Agreement

---

**Objective:**

To obtain Town Board approval of the Voluntary Water System Transfer Agreement with Park Entrance Mutual Pipeline & Water Company (PEMPWCo).

**Present Situation:**

To improve the quality, reliability and efficiency of delivering drinking water to our citizens, the Town and PEMPWCo entered into an MOU on April 14, 2015. Since that time the preliminary engineering and environmental reports have been completed. PEMPWCo met on July 5<sup>th</sup>, 2016 and approved proceeding with the project by a 78% vote.

At the time of writing this memo the agreement has not been signed by PEMPWCo; however, we anticipate it will have been signed before it is presented to the Town Board.

**Proposal:**

To solidify the arrangement, we request the Town Board approve the attached agreement with PEMPWCo.

**Advantages:**

This project supports the Town's mission to provide high-quality, reliable services for the benefit of our citizens while being good stewards of public resources. All project funding obligations will be covered by the PEMPWCo owners.

**Disadvantages:**

Staff work load will increase; however, hours and costs will be logged and included for reimbursement through the project.

**Action Recommended:**

Staff recommends approval of the agreement.

**Budget:**

All project related costs will be funded by PEMPWCo members. The Utilities budget will provide payments with reimbursements to follow. We expect the lag in reimbursements to be within a two to three month window.

**Level of Public Interest**

Moderate. Other neighborhoods are looking to follow this same process. Those neighborhoods are located in the County and would be processed with the County's help.

**Sample Motion:**

I move to approve proposed agreement.

**Attachments:**

Voluntary Water System Transfer Agreement

## **WATER SYSTEM TRANSFER AGREEMENT**

This WATER SYSTEM TRANSFER AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2016 between the Town of Estes Park (the "Town") and the Park Entrance Mutual Pipeline and Water Company (the "Company").

WHEREAS, the Town, through its Water Enterprise, operates and maintains a municipal water system within the Town of Estes Park and surrounding areas for the distribution of treated water; and

WHEREAS, the Company owns the water distribution system (the "System") located in the Park Entrance Estates, Block 1 neighborhood; and

WHEREAS, the Town provides treated water to the Company as a bulk water customer; and

WHEREAS, the Company has determined the need to replace the System to provide improved water quality, pressure and fire flow volume and meet Town standards and requirements for water distribution systems; and

WHEREAS, preliminary engineering and environmental reports have been completed and approved by all parties for the replacement of the System; and

WHEREAS, following replacement of the System, the Company has requested that the Town accept transfer of the new water distribution system ("the New System"); and

WHEREAS, to finance the cost of the System's design and replacement the Company petitioned the Town to apply for project financing; and

WHEREAS, the Town has applied for and received preliminary approval of a loan and grant administered on behalf of the Rural Utility Service (RUS) by the State of Colorado and area staff of the USDA Rural Development (the "Agency") dated August \_\_\_\_\_, 2016 (the "Letter") which sets forth the terms and requirements of said financing; and

WHEREAS, upon transfer of the New System, the Town will create a new project cost recovery rate which will be applied only to the properties served within the Company's existing boundary for the purpose of repayment of project financing; and

WHEREAS, the parties desire to set forth the terms and conditions of each party's responsibility for the design, bidding, financing, transfer, operation, and payment for the New System.

NOW, THEREFORE, the parties agree to the terms and conditions as set forth herein.

## **Section 1, Project Financing and Costs**

A. Attached hereto and incorporated herein by reference as Exhibit A is the preliminary engineering report outlining a concept design, estimated project costs and description of properties serviced by the Company. This report has been reviewed and accepted by both the Parties and included within the application to the Agency and forms the basis for the terms and conditions of this Agreement.

B. Project Financing. The Town has received the Letter, a copy of which is attached hereto and incorporated herein by reference as Exhibit B from the Agency. Unless this Agreement is terminated as set forth herein, the Town and the Company shall be responsible for the tasks and responsibilities set forth within the Letter. The Town will obtain interim financing (See Section III 17. of the Letter) from a commercial financial institution. The continuation of this project is contingent upon the Town receiving interim financing acceptable to the Town in its sole discretion.

C. Cost of the Project. The cost of the project based upon the preliminary engineering is estimated to be \$1,223,000 (See Section I 3. of the Letter). Revenues available for payment of the cost of the project are more fully set forth in Section I 2. of the Letter. As set forth in the Letter, project funding shall be used in the sequence as set forth in Section I 8. of the Letter.

D. Reimbursement of Costs. The Company shall be responsible for reimbursing the Town for all costs incurred by the Town including the cost to procure the funding, the interim loan and other project related costs including, but not limited to, administrative, legal, and engineering costs. This obligation of the Company is not contingent upon completion of the project. In the event this Agreement is terminated as provided hereafter, the Company is responsible for reimbursing the Town for all project costs to the date of termination. Said reimbursement shall occur within thirty (30) days of the receipt by the Company of an invoice specifying the costs and the amount due.

## **Section 2, Detailed Design and Construction Bidding**

Upon acquisition of project financing by the receipt of Form RD 1940-1 from the Agency, the Town will procure engineering services for detailed design, construction bid documents and construction bid services. The Town shall approve construction drawings for the New System prior to bidding.

The Town shall consult with the Company during the procurement of and detailed design of the New System. It is understood by the parties, that construction of the New System may include the need to obtain easements from property owners. The Company shall be responsible for obtaining and providing easements to the Town for the location and installation of the New System prior to bidding (See Section III 14. of the Letter).

Each property will have a separate connection into the water main. Project design and construction of private service lines is limited to the physical water main connection to the private property lot line. A new valve will be installed at each property line. As indicated in

the Town's standards, each service line is owned and maintained by the property owner including the physical connection into the water main.

The Town and Company will work with the engineering consultant to solicit and select an appropriate construction bid subject to compliance with Section III of the Letter.

### **Section 3, Construction**

Following receipt of an acceptable bid and subject to the requirements of Section IV of the Letter, the Town shall enter into a contract with the successful bidder for construction of the New System. The Company has agreed that construction costs of the New System in the accepted bid shall not exceed \$1,175,600. In the event the construction bid exceeds said sum, the Company must agree in writing to pay the amount of the construction cost bid in excess of \$1,175,600. If the Company does not accept the increased construction cost in the bid, this Agreement shall terminate. Upon the execution of the appropriate construction contract with the Town, the New System shall be constructed according to the Contract Documents.

### **Section 4, Construction Closeout and Water System Transfer**

- A. Transfer. Following completion of construction and Town acceptance of the New System, the Company will convey the New System to the Town free and clear of all liens and encumbrances by bill of sale acceptable to the Town. Upon transfer of the New System, the Town shall be responsible for operations and maintenance of the new water distribution system.
- B. Customers. Upon transfer of the New System, all Company customers shall become Town of Estes Park water customers. It will be the responsibility of the customers to pay the published water service rates adopted by the Town and pay the additional project cost recovery rate which will cover project costs and loan obligations.
- C. Abandoned Assets. There may be abandoned assets currently owned by the Company or assets abandoned after construction of the New System. The parties understand and agree that the Town will not accept responsibility or ownership of those assets, and said assets shall remain the responsibility of the Company.
- D. Connection Fee Credit. The parties understand and agree that all lots currently receiving service from the Company have been credited with the appropriate amount of the bulk water rate surcharge entitling these lots to the Town's residential connection fee (aka the system development and water rights fees) and no fees are due and owing from any current customer.
- E. Future Connection Fees. If and when any existing vacant lots and/or future vacant lots in the subdivision process are developed, those property owners must connect to the Town's water system and pay the Town's then current connection fees. At the time their

new water service begins they will also be charged the project's cost recovery rate. At that time the Town will review the project cost recovery rate and determine if a rate reduction is warranted or if the additional funds will be used for early loan payoff.

**Section 5, Additional Terms and Conditions**

- A. Additional Documents or Action. The parties agree to execute any additional documents and to take any additional action necessary to carry out this Agreement.
  
- B. Integration and Amendment. This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings between the parties with respect to the operation and maintenance of the New System. Only an instrument in writing signed by all parties may amend this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.
  
- C. Governing Law. The laws of the State of Colorado shall govern this Agreement.
  
- D. Binding Effect. This Agreement shall accrue to the benefit of, and be binding upon, the parties, and their respective legal representatives, successors, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise specifically authorized in this Agreement. The Parties shall execute a Memorandum of Agreement, and the Town shall record the Memorandum of Agreement in the Clerk and Recorder's Office of Larimer County, Colorado to provide any future owner of properties within the subdivision notice of the terms and conditions of this Agreement.
  
- E. Time is of the Essence. The parties acknowledge that time is of the essence, and agree to fully and promptly cooperate in order to secure funding.
  
- F. Notice. Any and all notices or any other communication herein required or permitted shall be deemed to have been given when personally delivered or deposited in the United States postal service as regular mail, postage prepaid, and addressed as follows or to such other person or address as a party may designate in writing to the other party:

Town of Estes Park  
Attn: Town Administrator  
P O Box 1200  
Estes Park, CO 80517

Park Entrance Mutual Pipeline & Water Company  
Attn: President  
XXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXX



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

TOWN OF ESTES PARK

PARK ENTRANCE MUTUAL PIPELINE  
& WATER COMPANY

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

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

Title: Mayor

Title: President

Name: Todd Jirsa

Name: Fred Engelman, Jr.

ATTEST

ATTEST

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

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

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# PRELIMINARY ENGINEERING REPORT

FOR

## WATER DISTRIBUTION SYSTEM IMPROVEMENTS

FOR THE

### PARK ENTRANCE MUTUAL PIPELINE AND WATER COMPANY

IN



JUNE 3, 2016

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**PRELIMINARY ENGINEERING REPORT**

FOR

**WATER DISTRIBUTION SYSTEM IMPROVEMENTS**

FOR THE

**PARK ENTRANCE MUTUAL PIPELINE AND WATER COMPANY**

IN

**ESTES PARK, COLORADO**

---

**JVA, Inc.**  
**25 Old Town Square, Suite 200**  
**Fort Collins, CO 80524**  
phone: 970-225-9099

JVA Project No. 2539c

JUNE 3, 2016

# TABLE OF CONTENTS

GENERAL PROJECT INFORMATION .....	1
PROJECT DESCRIPTION .....	1
ENVIRONMENTAL CONSIDERATIONS .....	2
SUMMARY OF ALTERNATIVES CONSIDERED .....	2
RECOMMENDED ALTERNATIVE .....	2
REPORT FORMAT .....	2
SECTION 1 – PROJECT PLANNING .....	3
SITE LOCATION .....	3
PLANNING AREA .....	3
SERVICE AREA .....	3
LOCAL AND REGIONAL GOVERNMENT COORDINATION .....	3
ENVIRONMENTAL RESOURCES PRESENT .....	3
GROWTH AREAS AND POPULATION TRENDS .....	3
COMMUNITY ENGAGEMENT .....	4
HISTORIC AND PROJECTED WATER DEMAND .....	4
SECTION 2 – EXISTING FACILITIES .....	5
LOCATION MAP .....	5
HISTORY OF SYSTEM ELEMENTS .....	5
CONDITION OF EXISTING FACILITIES .....	6
FINANCIAL STATUS OF EXISTING FACILITIES .....	6
CURRENT RATE SCHEDULE .....	6
ANNUAL OPERATIONS AND MAINTENANCE COSTS .....	6
TABULATION OF USERS BY MONTHLY USAGE CATEGORIES .....	6
EXISTING DEBT .....	6
RESERVE ACCOUNTS .....	7
SECTION 3 – NEED FOR PROJECT .....	8
HEALTH AND SECURITY .....	8
AGING INFRASTRUCTURE .....	8
SYSTEM O&M .....	8
REASONABLE GROWTH .....	9
SECTION 4 – ALTERNATIVES CONSIDERED .....	10
INTRODUCTION .....	10
DESIGN CRITERIA .....	10
ALTERNATIVE 1: NO ACTION .....	10
ALTERNATIVE 2: DISTRIBUTION SYSTEM REPLACEMENT .....	10
SECTION 5 – SELECTION OF AN ALTERNATIVE .....	13
LIFE CYCLE COST ANALYSIS .....	13

NON-MONETARY FACTORS ..... 13  
SECTION 6 – PROPOSED PROJECT..... 14  
PRELIMINARY PROJECT DESIGN ..... 14  
PROJECT SCHEDULE..... 15  
PERMIT REQUIREMENTS ..... 15  
SECTION 7 – CONCLUSIONS AND RECOMMENDATIONS ..... 16

## LIST OF TABLES

TABLE 1: MONTHLY WATER CONSUMPTION FROM JUNE 2013 TO FEBRUARY 2016 (GALLONS) ... 4  
TABLE 2: ANTICIPATED PROJECT SCHEDULE ..... 15

## APPENDICES

APPENDIX A – FIGURES  
APPENDIX B – PAGES FROM 2015 TOWN OF ESTES PARK MASTER PLAN  
APPENDIX C – TOWN OF ESTES PARK WATER RATE SCHEDULE 2015 – 2018  
APPENDIX D – COST ESTIMATES

# GENERAL PROJECT INFORMATION

## PROJECT DESCRIPTION

---

Park Entrance Mutual Pipeline and Water Company (PEMPWCo) was created by Block One of The Park Entrance Estates property owners, and is located in the Town of Estes Park (Town), Larimer County, Colorado. PEMPWCo is a nonprofit organization that owns and operates a potable water distribution system for 18 Park Entrance Estates residential homes. The PEMPWCo distribution system is currently supplied by to the Town distribution system through a master meter and bulk water usage agreement. The PEMPWCo distribution system was built in the 1960's and consists entirely of 4-inch asbestos cement (AC) water mains.

PEMPWCo has requested that the Town take ownership and operation of the PEMPWCo distribution system, however the Town requires all water mains in its distribution system meet Town standards. To provide required fire flow and meet material and sizing requirements of the Town, PEMPWCo is working with the Town for a distribution system pipeline replacement project. This project will include the replacement of pipe, increased capacity for fire flow, service line replacement in the right-of-way, and installation of isolation valves, fire hydrants, and air-relief valves according to Town standards. This project will also include the demolition of the existing abandoned water storage tank and the decommission of the existing abandoned groundwater well. Upon successful completion of the proposed replacement of distribution pipe and associated components, the PEMPWCo's distribution system will be fully incorporated into the Town's water distribution system.

The proposed project is needed to construct a functional replacement of PEMPWCo's aging drinking water distribution system. This project will provide the neighborhood with long term reliable drinking water, reduce operational costs, and reduce regulatory related costs through consolidation.

The project will accomplish the goal of reduced long-term operations, maintenance, and compliance of drinking water standards by transferring ownership responsibility to the Town which has the appropriate Technical, Managerial, and Financial capacity. The Town's current economy of scale is such that the marginal increase of adding the responsibilities of PEMPWCo's distribution system is minimal compared to the burden it presents to 18 property owners. The project reduces overall cost of delivering safe and reliable potable water by reducing compliance obligations to one larger authority, the Town (PWSID# C00135257), instead of both the Town and PEMPWCo (PWSID# C00135559).

The design and construction of the project will be funded by PEMPWCo. A Town Enterprise fund for collecting surcharges from Park Entrance Estates on their water bills, will be established to cover loan debt payments managed by the Town.

The Town has received an administrative grant from the Colorado Department of Local Affairs (DOLA) for preliminary development and documentation of the project which is required for the loan application. The grant requires a dollar for dollar match which has been funded by the Park Entrance Estates property owners.

Water rights and plant development fees (tap charges) must be paid by all new customers tying into the Town's water system. Town bulk water customers pay these fees based on the contract agreement with the Town executed at the time bulk water service begins. The Town's tap charges for the existing PEMPWCo customers have already been paid in full through the bulk water agreement. The one existing undeveloped lot will be required to pay the Town's tap fee when developed.

## ENVIRONMENTAL CONSIDERATIONS

---

The proposed project consists of replacement of existing distribution system piping and appurtenances. All waterline replacement work will occur within existing road right-of-ways. Environmental considerations for this project are discussed in the Environmental Report.

## SUMMARY OF ALTERNATIVES CONSIDERED

---

The alternatives considered for PEMPWCo's existing water system included no action and replacing the distribution system in accordance with Town standards.

## RECOMMENDED ALTERNATIVE

---

The recommended alternative is to replace the distribution system with 8-inch ductile iron pipe, valves, air relief valves, and fire hydrants, and abandon the existing system in place. This will allow for PEMPWCo's water line to be updated to current Town of Estes Park Water Department Standards, Town of Estes Park Roadway Design Standards, and the Estes Valley Fire Protection District Standards. This project will also include the demolition of the existing abandoned water storage tank and the decommission of the existing abandoned groundwater well.

Advantages of the recommended alternative include: 1) meeting standards and transferring responsibility of the waterline to the Town of Estes Park so that the operation and maintenance burden will no longer be placed on the 18 homeowners within PEMPWCo, 2) the new larger pipe distribution system will provide sufficient capacity for fire flow, 3), increased bury depth of mains to prevent freezing, and 4) the proposed ductile iron pipe will minimize operation and maintenance, in comparison to the existing AC pipe which has exceeded its useful life and has increased leaks and breaks.

## REPORT FORMAT

---

PEMPWCo has retained JVA to complete this Preliminary Engineering Report (PER) as the first step in planning for water distribution system improvements. The PER has been prepared in accordance with the United States Department of Agriculture (USDA) Rural Utilities Service Bulletin 1780-2.



# SECTION 1 – PROJECT PLANNING

## SITE LOCATION

---

### PLANNING AREA

The project is located in the Town of Estes Park, Larimer County, Colorado. The planning area for the distribution system is generally described as the subdivision limits and encompasses approximately 30 acres. Figure 1 in Appendix A shows the location of the PEMPWCo service area and the planning area of the Town.

The Town of Estes Park Water Department has recently completed a Master Plan and service for the PEMPWCo water distribution system is included in the Master Plan. Relevant pages to the PEMPWCo project of the Master Plan are included in Appendix B for reference. It should be noted that the Master Plan incorrectly states the number of homes in PEMPWCo served by the Town's distribution system is 23, instead of the actual 18 homes.

### SERVICE AREA

PEMPWCo's distribution system service area encompasses approximately 30 acres within the SW ¼ of Section 26, Township 5 North, Range 73 West, in Larimer County. The PEMPWCo service area is zoned residential. PEMPWCo's distribution system currently delivers potable water to the 18 residential taps in the community. There is one undeveloped lot in the community. The Town's distribution system delivers drinking water to the remaining residents of the Town. Figure 1 in Appendix A shows the service area location of PEMPWCo's distribution system within the Town's service area.

### LOCAL AND REGIONAL GOVERNMENT COORDINATION

This project will be reviewed by the Town to ensure the PEMPWCo's water line is updated to current Town of Estes Park Water Department Standards, Town of Estes Park Roadway Design Standards, and the Estes Valley Fire Protection District Standards.

### ENVIRONMENTAL RESOURCES PRESENT

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Refer to the Environmental Report for a discussion on the environmental resources present.

### GROWTH AREAS AND POPULATION TRENDS

---

Within PEMPWCo's distribution service area, there are 18 developed lots and one vacant lot. Growth is therefore limited to the one undeveloped lot within the project's service area.

Population trends and potable water demand projections for PEMPWCo are seasonal with higher water use during the summer when more residents are present. No changes in water demand are projected for the PEMPWCo distribution system in the future, however the existing 4-inch AC mains will be replaced with 8-inch DIP mains in order to provide sufficient capacity for fire flow.

## COMMUNITY ENGAGEMENT

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A public meeting was held on April 14, 2015 to discuss the project with open public comment. As this project continues to progress, there will be another public meeting to review project details, costs, financing, and impact to each property owner. There also will be a public Town Board meeting with public comment to approve the creation of an enterprise fund for the purpose of funding this project.

## HISTORIC AND PROJECTED WATER DEMAND

---

The community's water distribution system currently has 18 residential taps. Each residential home has a water meter inside the home. The community's total monthly consumption from June 2013 to February 2016 is presented in Table 1 below.

**Table 1: Monthly Water Consumption from June 2013 to February 2016 (gallons)**

Bill Month	Year			
	2013	2014	2015	2016
January		46,050	33,260	29,990
February		39,400	20,530	16,870
March		34,400	23,670	
April		24,090	59,310	
May		31,310	28,770	
June	56,390	35,950	48,140	
July	86,740	86,690	71,120	
August	70,010	71,000	67,470	
September	60,330	29,320	61,250	
October	28,400	62,120	39,890	
November	38,320	10,330	23,500	
December	31,810	22,660	74,120	

Some of these residences are second-homes, so there are periods of time in which there is no water demand from some homes. The summer maximum month from June 2013 to February 2016 was July 2013 with 86,740 gallons, which is about 155 gallons per tap per day. There is one undeveloped lot, so the demand will increase slightly when this lot is developed and a service connection installed.

## SECTION 2 – EXISTING FACILITIES

### LOCATION MAP

---

PEMPWCo's existing distribution system facilities consists of 4-inch AC mains, one isolation valve, and one hydrant. There is an abandoned water tank and abandoned well that were used before connecting to the Town distribution system through a bulk usage master meter. A map of the existing system is included as Figure 2 in Appendix A.

### HISTORY OF SYSTEM ELEMENTS

---

Construction of the PEMPWCo distribution system began in the mid 1960's. A well was drilled (Larimer County Parcel Number 3526321927) and storage tank installed (Larimer County Parcel Number 3526321026). The well report was filed on September 23, 1965 and adjudicated on December 18, 1972. Asbestos Cement (AC) pipe was used to bring potable water to the properties. AC pipe was a common choice for potable water main construction from the 1940s to the 1970s. The assets were deeded to PEMPWCo in 1968. In 1980 a fire hydrant was installed at Sunrise Lane and Meadow Circle. A chlorination pump was placed in service in 1981 but it experienced numerous problems and didn't operate most of the year. In 1982 the chlorine pump relay failed and has not been used since.

By 1994 it became increasingly difficult to get volunteers to serve as PEMPWCo Board members. The customers were asked if they should bring their system up to Town standards and have the Town take over ownership and operations. At that time the Special Improvement District for the water system failed. Subsequently, Block 1, Lots 1, 2, 3 and 4 went on Town water. In 1988 the well was abandoned and a bulk water supply agreement allowed PEMPWCo to connect to the Town's distribution system through a billing meter and cross connection control device. CDPHE assigned public water system identification number (PWSID) 135559 identifying PEMPWCo as a community water system in 1995 and compliance sampling was implemented. In 2000 PEMPWCo requested the Town take over their system. The Town responded:

*"Unfortunately, Block 1 Park Entrance Estates water system is not up to Town Standards, due to the fact that most of your lines are 4-inch Transite® (AC pipe) at a depth of 4 feet or less... As we discussed prior to your annexation and Special Improvement District discussions, it will be expensive to upgrade your system since the roadways are all paved..."*

Additionally, the nearby Block 2 neighborhood upgraded their system at their own expense, setting precedent of communities paying their way to meet Town standards and to be maintained by the Town. PEMPWCo is now working with the Town to secure loan funding for upgrading the distribution system prior to transferring ownership to the Town. The Town will maintain the loan,

while PEMPWCo residents will pay a water bill surcharge into a Town enterprise fund to cover the annual debt payment.

## CONDITION OF EXISTING FACILITIES

---

The PEMPWCo distribution system consists of approximately 3,000 linear feet of 4-inch AC pipe, one mainline valve, one fire hydrant, one master meter at the entrance to the community, and water meters in each of the residences. There is not adequate fire protection, looping, or maintenance flushing to reduce disinfection by-products (DBPs). The piping was not designed to meet the now required 1,500 gpm fire suppression demands. The distribution system functions strictly to provide water for potable, household purposes. The existing 4-inch AC pipe is not able to provide 1,500 gpm fire flow. The existing AC pipe is a hazardous material when cut, and requires specially trained operators to ensure personnel protection during any repairs. In addition, the existing pipe lines were not buried deep enough underground to ensure freeze protection.

## FINANCIAL STATUS OF EXISTING FACILITIES

---

### CURRENT RATE SCHEDULE

PEMPWCo is currently charged monthly by the Town according to the Water Rate Schedule included in Appendix C. The base fee and usage is based off of the 2-inch meter at the entrance to the community. This total is then split between the 18 residences each month based on usage and billed internally by PEMPWCo.

After the proposed improvements, each residence will be charged based on their individual meter rather than by the 2-inch master meter. Also, each resident in PEMPWCo will be charged a surcharge in order to repay the loan. The 18 residents will not have to pay tap fees to be added to the Town's distribution system. However, the one undeveloped lot becomes developed, it will have to pay the Town's tap fee to join the distribution system.

### ANNUAL OPERATIONS AND MAINTENANCE COSTS

The annual operations and maintenance costs for PEMPWCo's existing distribution system are difficult to quantify. There are no annual set costs, as the community does not regularly maintain the distribution system. The only costs associated with the system are in times of repair and/or emergency. These emergency repair and replacement costs are expected to increase significantly in the coming years as the existing AC pipe goes beyond its typical life expectancy.

### TABULATION OF USERS BY MONTHLY USAGE CATEGORIES

The existing PEMPWCo's distribution system serves 18 residential taps. There is one undeveloped lot that will also be a residential tap once it is developed.

### EXISTING DEBT

PEMPWCo has no existing debt. The Town has debt from other water infrastructure improvements. The loan for this project will be paid by the PEMPWCo users only, and not by

any other members of the Town. While the Town will manage the loan payments for PEMPWCo, no additional debt will be added to the Town as a whole.

## RESERVE ACCOUNTS

PEMPWCo has no existing reserve accounts. The Town's existing O&M reserve account will include sufficient funds for meters and other short-lived assets for the 18 homes served by the PEMPWCo distribution system, as well as funds to perform regular maintenance and repairs as needed.

## SECTION 3 – NEED FOR PROJECT

### HEALTH AND SECURITY

---

There is currently no outstanding compliance issues associated with PEMPWCo's water distribution system or with the Town's water distribution system.

There are no health concerns with water consumption from AC mains, however AC poses a health and safety concern for maintenance personnel during a pipe repair.

The existing water mains have a bury depth of less than 4-feet in some areas. This can cause pipes to freeze and can lead to pipe breaks and loss of access to potable water for residents.

There are no anticipated security concerns with the proposed water distribution system improvements as the proposed lines are buried. Construction site fencing, signage, and other associated security equipment will be provided and maintained by the contractor during construction.

### AGING INFRASTRUCTURE

---

The PEMPWCo's distribution system was installed in the mid-1960s. AC pipe was a common choice for potable water main construction from the 1940s to the 1970s. AC pipe is manufactured from a mixed slurry of portland cement (80-85%) and a mixture of chrysotile asbestos fibers (15-20%).

The PEMPWCo distribution system has exceeded the life expectancy for AC pipe of 40 to 60 years. Breaks and leaks are expected to increase for the system. PEMPWCo does not have maintenance employees and therefore must hire a contractor for any breaks or leaks.

AC pipe is very brittle and cracks under stress from external loads, and is only available in four foot pipe lengths, so there is a joint every four feet along the pipeline's alignment. Each joint has the potential to be a weak spot along the pipeline which can contribute to leaks.

In addition, PEMPWCo's 4-inch distribution system was not designed for adequate fire flow for the community. Also, there is only one mainline valve and one fire hydrant in the 3,000 linear feet of distribution piping.

### SYSTEM O&M

---

PEMPWCo's water distribution system is not regularly maintained. When there is an issue, the community reacts appropriately to fix the emergency. The Town's current water distribution system is operated by the Town's Water Superintendent with regular maintenance.

Primary operation and maintenance concerns with PEMPWCo's existing distribution system are related to AC pipe repairs. Any repairs necessary to the AC pipe requires hazard material certified procedures, which can be costly and dangerous. Any future repairs to the proposed ductile iron pipe (DIP) will not have this operation and maintenance requirement.

There are no automatic controls associated with these improvements. All installed valves will be manually operated. Valves added to the distribution system as part of this project will be added to the Town's valve maintenance schedule. In addition, hydrants added to the distribution system as part of this project will be added to the Town's hydrant flushing maintenance schedule.

## REASONABLE GROWTH

---

Within the community, there is only one vacant lot and 18 developed lots. Growth is therefore limited to that one undeveloped lot within the project's service area.

Population trends and potable water demand projections for PEMPWCo are seasonal with higher water use during the summer when more residents are present. No changes in water demand are projected for the PEMPWCo distribution system in the future, however the existing 4-inch AC mains will be replaced with 8-inch DIP mains in order to provide sufficient capacity for fire flow.

# SECTION 4 – ALTERNATIVES CONSIDERED

## INTRODUCTION

---

Each alternative has been developed with consideration for costs, project needs, Town standards, and fire flow requirements. The alternatives discussed in this section are the two feasible alternatives for PEMPWCo’s existing water system:

- Alternative 1: No Action
- Alternative 2: Distribution System Replacement and Abandonment

## DESIGN CRITERIA

---

Specific design criteria is included and required for the Town’s acceptance of the system and in order to reduce freezing potential, increase fire flow capabilities, and reduce operation and maintenance.

### ALTERNATIVE 1: NO ACTION

The “No Action” alternative consists of keep the existing 4-inch AC pipe waterline in service. The neighborhood would continue to react to breaks and leaks, which are likely to increase over the coming years, and continue to struggle with routine operation and maintenance of their system and conforming to regulatory standards, thereby putting public health at risk. The inefficiencies placed on PEMPWCo would continue to degrade economic resources of the neighborhood and could add a regulatory burden of the Colorado Water Quality Control Division.

The existing system does not meet the Town of Estes Park Water Department Standards and Estes Valley Fire Protection District Standards which require a minimum pipe size of 8 inches for dead-end lines, pipe material of ductile iron, a minimum bury depth of 4-feet, and it must provide a maximum allowable fire flow of 1,500 gpm at each hydrant. PEMPWCo cannot transfer responsibility of their waterline to the Town of Estes Park without conforming to the required standards. Based on PEMPWCo’s goals to reduce its maintenance burden and future pipe repair costs, provide fire flow, and reduce pipe freezing, the “No Action” alternative is not recommended.

### ALTERNATIVE 2: DISTRIBUTION SYSTEM REPLACEMENT

#### DESCRIPTION AND DESIGN CRITERIA

Alternative 2 involves the construction of a new water distribution system for PEMPWCo that will comply with Town of Estes Park Water Department Standards, Town of Estes Park Roadway Design Standards, and the Estes Valley Fire Protection District Standards. This alternative also



includes abandoning the existing AC main in place, and the demolition of the existing abandoned water storage tank and the decommission of the existing abandoned groundwater well.

The new distribution system will include approximately 3,500 linear feet of 8-inch DIP, approximately 500 linear feet of 2-inch copper service, isolation valves, and six fire hydrants. The required fire flows for the mostly dead-end mains will be achieved with the installation of 8-inch diameter pipe. The proposed 8-inch main will also loop completely around Meadow Circle, to avoid a dead-end main and to allow for better flow through the distribution and minimize water-age. The potable water supply will continue to be provided by the Town of Estes Park. A map of the proposed replacement of the existing distribution system is provided as Figure 3 in Appendix A.

Per Town of Estes Park Water Department Standards, the ductile iron water main will be placed in the right-of-way. The valves will be spaced at a maximum of 600 feet along the main. Any tees will have two valves and any crosses will have three valves. A valve will also be placed at each fire hydrant. Fire hydrants will be located as directed by the Town's Fire Chief. Fire hydrants will be 6-inches and will be located at the tee from the main line, and placed at a maximum spacing of 500 feet in residential areas. Fire hydrants located at dead-ends may be used as blow-offs for system flushing and maintenance.

The existing AC pipe will be abandoned in place. The master meter at the entrance to PEMPWCo will also be abandoned, as it will not be necessary for the proposed system. The meters at each household in the community will be replaced with new Town meters inside each household to measure each home's water usage.

#### ENVIRONMENTAL IMPACTS

The proposed replacement of PEMPWCo's distribution system will not have long term environmental impacts as it is an in-kind replacement of an existing system. Any impacts during construction will be mitigated. A construction phase stormwater management plan will be in place to mitigate the potential of runoff carrying loose excavation soils to the Big Thompson River.

The proposed project is not located in the 100-year or the 500-year floodplain or near any wetlands. A map of the floodplain and a map of the local wetlands are both included in Appendix A.

#### LAND REQUIREMENTS

Per Town of Estes Park Water Department Standards, the ductile iron water main will be placed in the existing right-of-way, so there will be no additional land requirements.

#### CONSTRUCTABILITY ISSUES

The entire Estes Park area is susceptible to subsurface rock requiring blasting to achieve a minimum five feet of cover above the top of the pipe. The opinion of probable cost will include rock removal.

The new main will be installed in the existing right-of-way. Traffic control will be required in the community during construction, and will cause short-term disruption of transportation. Construction will cause short-term potable water service outages during service line tie over. Tie-ins will be made at discrete points to minimize disruption of service to the residents.

#### SUSTAINABILITY CONSIDERATIONS

The proposed replacement of the AC pipe with DIP will minimize leaks in the existing distribution system, mitigating any unaccounted for water.

#### COST ESTIMATE

Total cost for this alternative includes the labor and materials necessary to complete the items described above. The estimated total capital cost for this alternative is \$1,175,600. The estimated 20-Year present worth operation and maintenance cost is \$891,000, which includes the debt payments for all capital costs. A detailed breakdown of this estimate is provided in Appendix D.

#### ADVANTAGES AND DISADVANTAGES

##### Advantages:

- Larger 8-inch DIP will meet required standards for fire flow
- Safer pipe material during maintenance with lower repair costs
- Fire hydrants will allow for system flushing and will provide fire protection to the community
- Operation and maintenance will be responsibility of the Town, not PEMPWCo, with sufficient funds and staff to perform regular maintenance
- Known cost in debt repayment compared to unknown costs in aging AC pipe repairs

##### Disadvantages:

- Capital cost of new main installation project, including rock removal/blasting

# SECTION 5 – SELECTION OF AN ALTERNATIVE

## LIFE CYCLE COST ANALYSIS

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Replacement of the AC pipe with DIP will result in a decrease in maintenance and point repairs on the pipe. The proposed system will be included in the Town's flushing, water quality testing, and fire hydrant maintenance schedule.

The estimated 20-Year present worth operation and maintenance cost for the replacement of the distribution system, including debt repayment, is \$891,000. A detailed breakdown of this estimate is provided in Appendix D.

## NON-MONETARY FACTORS

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Operation and maintenance of the new distribution system will be the duty of the Town, which will relieve the community from the burden of the responsibility. Increased fire flow capacity will improve safety of the neighborhood

# SECTION 6 – PROPOSED PROJECT

## PRELIMINARY PROJECT DESIGN

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Alternative 2 is the recommended alternative. The new distribution system will include approximately 3,500 linear feet of 8-inch DIP, approximately 500 linear feet of copper service, valves, and fire hydrants. The proposed 8-inch main will also loop completely around Meadow Circle, to avoid dead-ending the main and allow for better flow through the distribution and reduce water-age. The potable water supply will continue to be provided by the Town of Estes Park. The project will also include the demolition of the existing abandoned water storage tank and the decommissioning of the existing abandoned groundwater well. A map of the proposed replacement of the existing distribution system is provided as Figure 3 in Appendix A.

Per Town of Estes Park Water Department Standards, the ductile iron water main will be placed in the right-of-way. The valves will be placed at a maximum spacing of 600 feet along the main. Any tees will have at least two valves and any crosses will have at least three valves. A valve will also be placed at each fire hydrant. Fire hydrants will be located as directed by the Town's Fire Chief. Fire hydrants will be 6-inches and will be located at the tee from the main line, and placed at a maximum spacing of 500 feet in residential areas. Fire hydrants located at dead-ends may be used as system blow-offs during flushing.

The existing AC pipe will be abandoned in place. The exact location of the AC pipe is unknown and no tracer wire was installed to aid in locating the existing AC pipe. If the proposed main alignment crosses the existing AC pipe, proper removal and disposal methods will be used by the contractor. The project will have an allowance for AC pipe removal to be used when needed. The master meter at the entrance to PEMPWCo will also be abandoned, as it will not be necessary for the proposed system. The meters at each household in the community will be replaced in accordance with Town water meter standards to measure each household's water usage.

Alternative 2 is recommended as it will allow for the PEMPWCo's water line to be updated to current Town of Estes Park Water Department Standards, Town of Estes Park Roadway Design Standards, and the Estes Valley Fire Protection District Standards. The new larger pipe distribution system will provide sufficient capacity for fire flow and an increased bury depth will prevent freezing. By meeting standards and transferring responsibility of the waterline to the Town of Estes Park, the operation and maintenance burden will no longer be placed on PEMPWCo. By replacing the existing AC pipe now, PEMPWCo will avoid costly leaks and break repairs as the 1960's era AC pipe goes beyond its useful life. Furthermore, with the abandonment of the AC pipe, health and safety risks will minimize during maintenance.

## PROJECT SCHEDULE

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A public meeting addressing the improvements to the water system will be held with a 30-day notice period. A memo will be submitted to USDA summarizing the outcome with an attendance list and meeting agenda.

The anticipated schedule for implementation of the proposed project is shown in Table 2. It is anticipated that design of the proposed distribution system improvements will commence immediately following approval of this PER. Approval of this PER is anticipated in August 2016. Upon completion of the design, the Construction Application will be submitted to CDPHE and the funding agencies for approval. After CDPHE and funding approval, construction will begin. It is anticipated that four months for construction completion will be required.

**Table 2: Anticipated Project Schedule**

<b>Task</b>	<b>Anticipated Date</b>
Submit PER and ER to USDA	June 2016
Commence Design	August 2016
Submit Construction Application to CDPHE	October 2016
CDPHE Review and Approval	January 2017
Funding Secured	January 2017
Obtain Bids	February 2017
Commence Construction	April 2017
Construction Completion	August 2017

## PERMIT REQUIREMENTS

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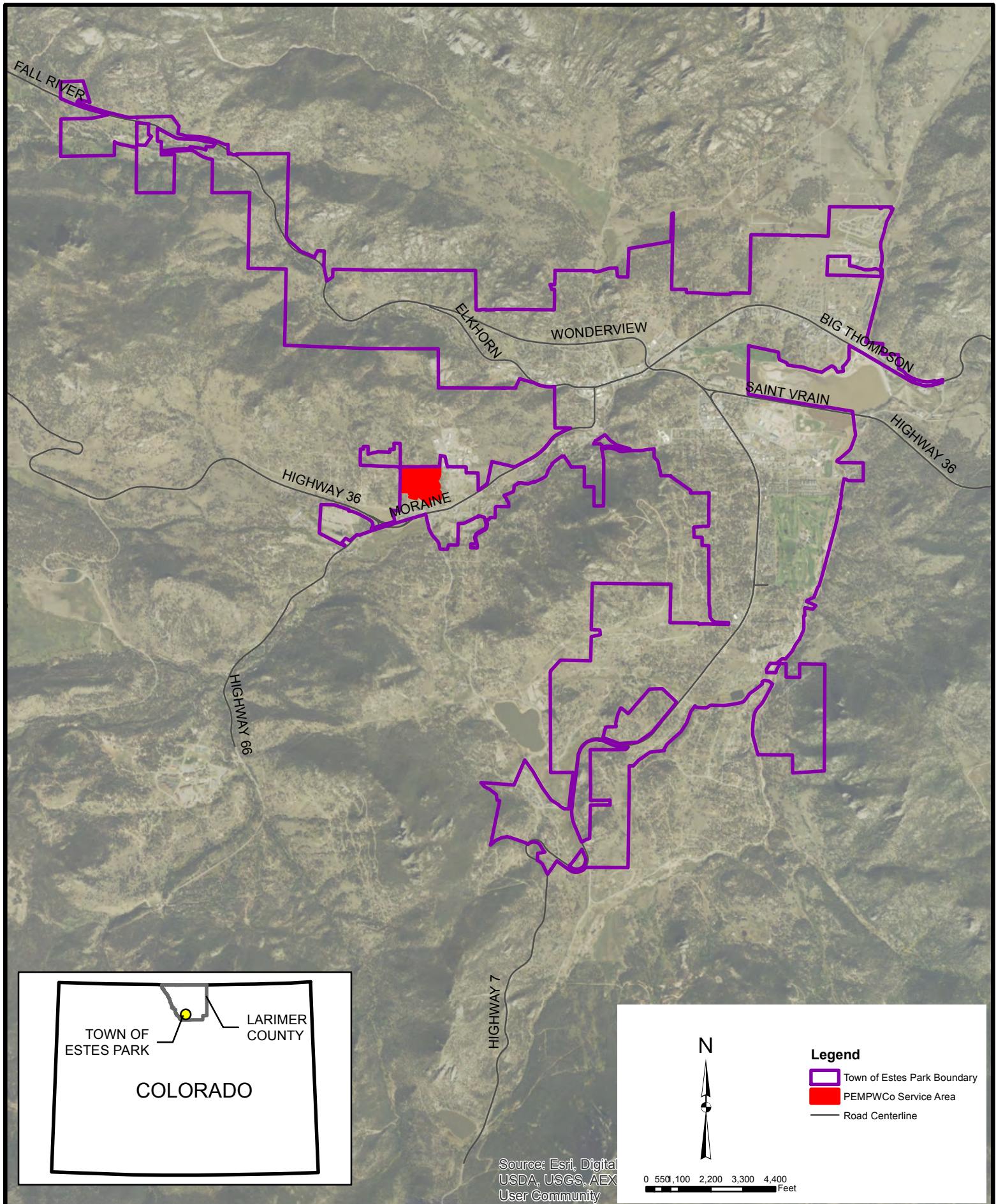
Construction will require coordination with the Town for right-of-way permits.

## SECTION 7 – CONCLUSIONS AND RECOMMENDATIONS

The selected alternative for PEMPWCo is to replace the existing 4-inch AC main with 8-inch DIP. Mainline valves and fire hydrants will also be installed. This project will also include the demolition of the existing abandoned water storage tank and the decommission of the existing abandoned groundwater well. The implementation of these improvements will require additional design.

## APPENDIX A – FIGURES

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**FIGURE 1: LOCATION MAP**  
**PROJECT: 2539c - PEMPWCo WATER DISTRIBUTION SYSTEM**  
**DATE: MAY 2016**



JVA, Incorporated  
 1319 Spruce Street  
 Boulder, CO 80302  
 Phone: 303.444.1951  
 E-mail: info@jvaja.com

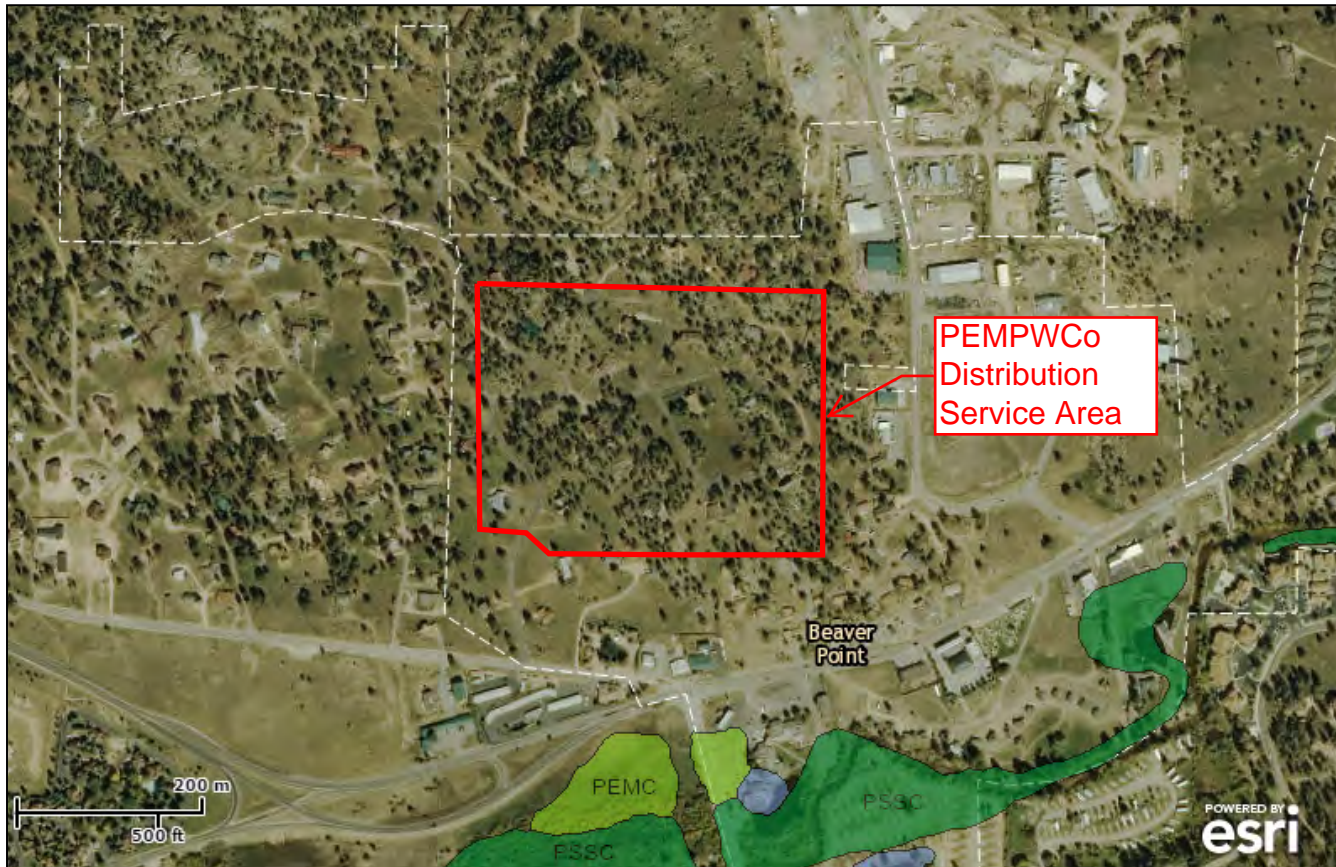




# U.S. Fish and Wildlife Service National Wetlands Inventory

## PEMPWCo Distribution System

May 2, 2016

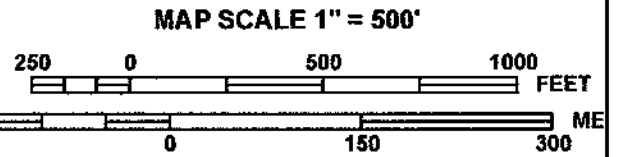
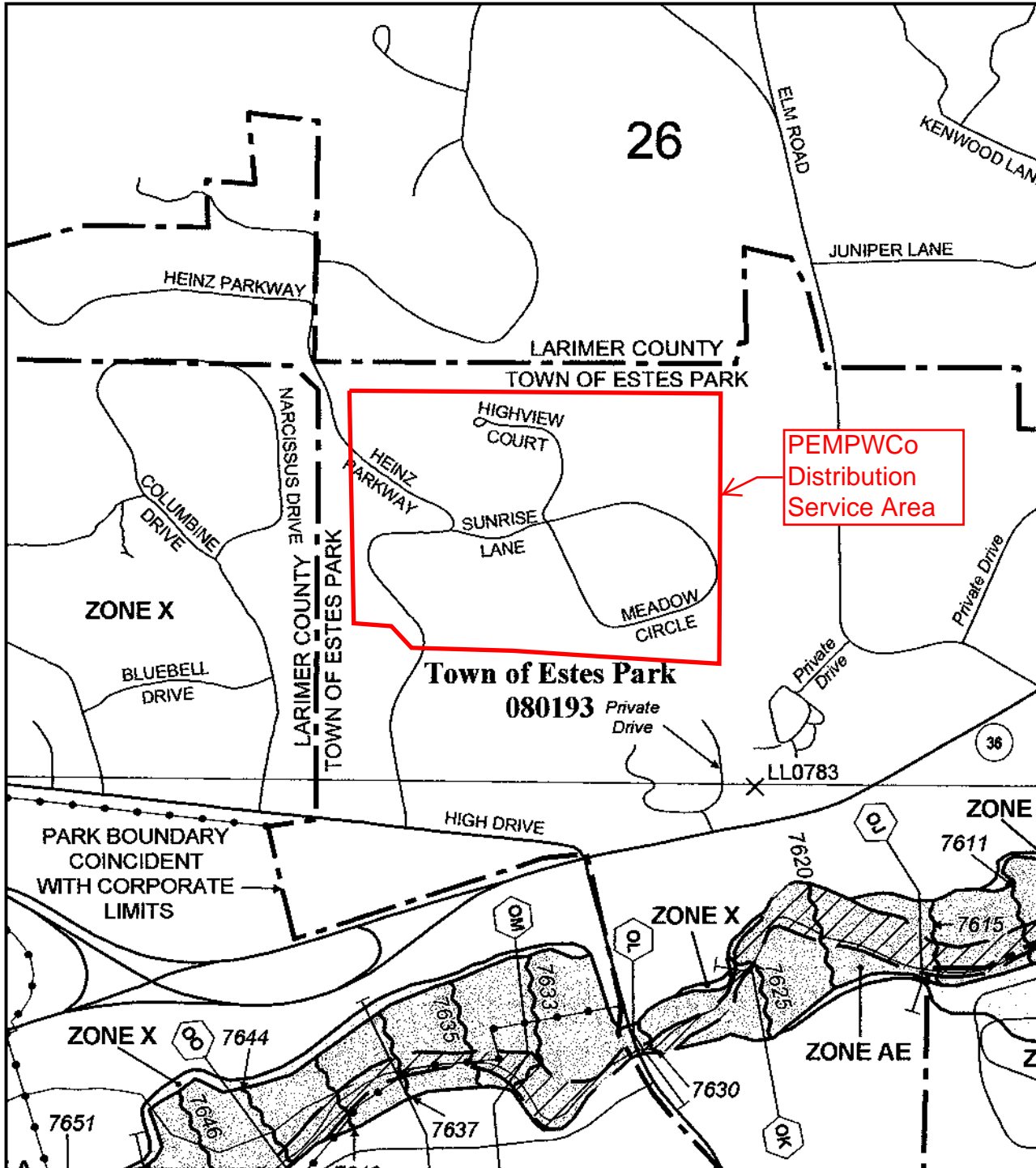


### Wetlands

- Freshwater Emergent
- Freshwater Forested/Shrub
- Estuarine and Marine Deepwater
- Estuarine and Marine
- Freshwater Pond
- Lake
- Riverine
- Other

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

User Remarks:



PANEL 1281F

**FIRM**  
**FLOOD INSURANCE RATE MAP**  
**LARIMER COUNTY,**  
**COLORADO**  
**AND INCORPORATED AREAS**

PANEL 1281 OF 1420

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
ESTES PARK, TOWN OF	080193	1281	F
LARIMER COUNTY	080101	1281	F

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

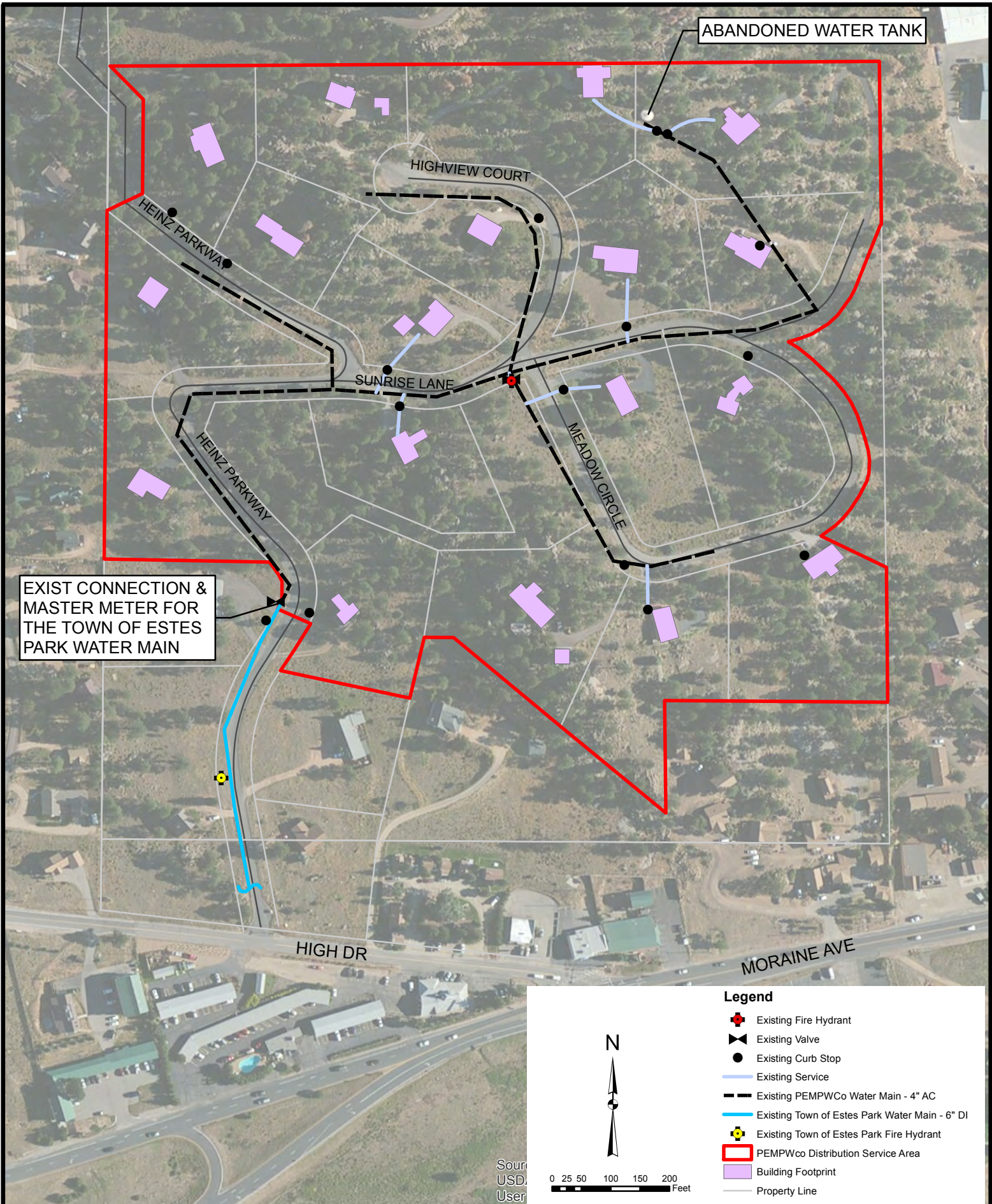


MAP NUMBER  
08069C1281F

EFFECTIVE DATE  
DECEMBER 19, 2006

Federal Emergency Management Agency

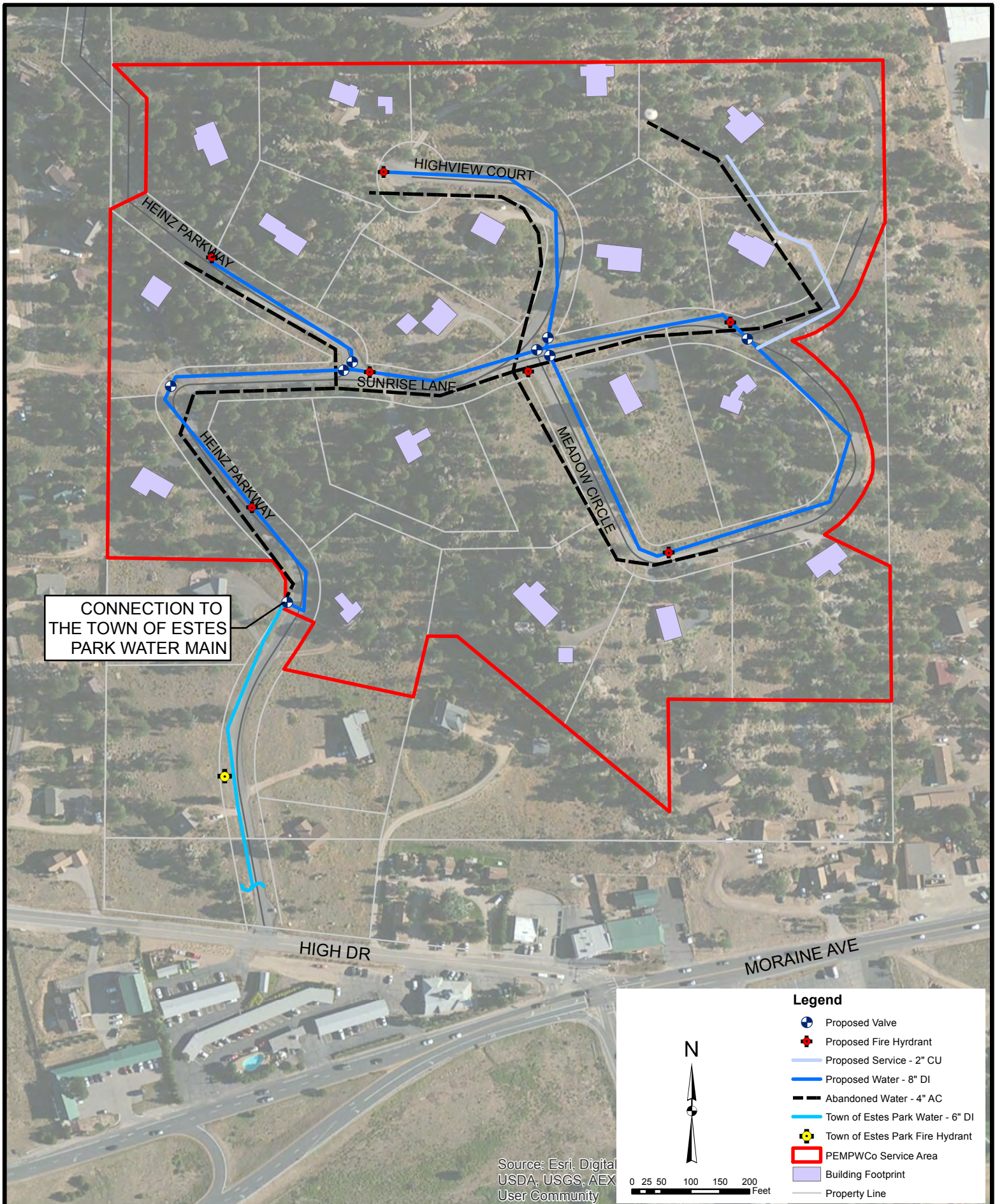
This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at [www.msc.fema.gov](http://www.msc.fema.gov)



**FIGURE 2: EXISTING PEMPWCo DISTRIBUTION SYSTEM MAP**  
**PROJECT: 2539c - PEMPWCo WATER DISTRIBUTION SYSTEM**  
**DATE: MAY 2016**



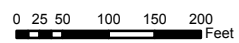
JVA, Incorporated  
 1319 Spruce Street  
 Boulder, CO 80302  
 Phone: 303.444.1951  
 E-mail: info@jvajva.com



CONNECTION TO THE TOWN OF ESTES PARK WATER MAIN

**Legend**

- Proposed Valve
- Proposed Fire Hydrant
- Proposed Service - 2" CU
- Proposed Water - 8" DI
- Abandoned Water - 4" AC
- Town of Estes Park Water - 6" DI
- Town of Estes Park Fire Hydrant
- PEMPWCo Service Area
- Building Footprint
- Property Line



Source: Esri, Digital  
USDA, USGS, AEX  
User Community

**FIGURE 3: PROPOSED PEMPWCo DISTRIBUTION SYSTEM MAP**  
**PROJECT: 2539c - PEMPWCo WATER DISTRIBUTION SYSTEM**  
**DATE: MAY 2016**

JVA, Incorporated  
 1319 Spruce Street  
 Boulder, CO 80302  
 Phone: 303.444.1951  
 E-mail: info@jvaja.com

# APPENDIX B – PAGES FROM 2015 TOWN OF ESTES PARK MASTER PLAN

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Due to the growth of this portion of the transient population, FEI estimates that the current transient population of the Town in 2014 is made up of 71.3 percent RMNP visitors and 28.7 percent non-RMNP visitors. Using the methodology summarized in Table 17, but substituting 71.3 percent for 73 percent and the average July 2014 visitor number of 22,377 persons per day, FEI estimates that the peak transient population was 24,254 persons per day in July 2014.

### **2.3 Non-Transient Population (workforce personnel)**

The non-transient population is comprised largely of workers who commute into Town, but do not live within the Town’s service area. In a report prepared in 2008 by RRC Associates, Inc. for the Estes Park Housing Authority, information obtained from the Department of Local Affairs (DOLA) was used to estimate how many employees commuted to the Estes Valley for work in 2007. Table 18 summarizes these findings.

**Table 19. Estes Valley Housing Needs Assessment Quantification of Non-transient Population**

	<b>2007 (estimated)</b>
Total Jobs (DOLA)	5,587
Jobs per Employee	1.28
Total Employees	4,365
% of Employees that Commute	11.0%
Number of Employees that Commute	480

Based on the estimate of 480 persons for the non-transient population in 2007, FEI has estimated that the current 2014 non-transient population is 567 persons based on the 2.4 percent annual growth the Estes Valley was experiencing between 2000 and 2010. It is our opinion that it is appropriate to estimate the growth in non-transient population based on the growth in permanent population due to the fact that the majority of year-round employees work in public services. As permanent population grows, the need for more employees in these sectors also grows.

### **2.4 Bulk / Wholesale Population**

The Town currently provides water to six bulk/wholesale customers. The current customers include Windcliff Property Owners Association, Hondius Water Users Association, Park Entrance Mutual Pipeline Water Company, John Timothy Stone Cliff Association, Prospect Mountain Water Company, and Spruce Lake RV Park.

In the *2007 HDR Report*, the Town had estimated the bulk population based on metered sales and an assumption of per capita water usage. As a result, the report concluded that the bulk population was 786 persons in the peak season and 398 persons in the off season. The Town has indicated that very little, if any, growth has been experienced in these communities since the *2007 HDR Report*, and FEI has continued to rely on the number of households that were recorded in 2006. Since the *2007 HDR Report*, two additional contracts, Prospect Mountain Water Company and Spruce Lake RV Park, have been added for a total of six contracts. The Town provided an estimate of the number of homes and/or RV’s served by Prospect Mountain Water Company and the Spruce Lake RV Park. A summary of available information regarding the bulk/wholesale contracts is shown in Table 19.

**Table 20. Homes Served by the Town's Bulk/Wholesale Contracts**

Water Provider	Peak Season Homes Served
Windcliff Property Owners Association	120
Hondius Water Users Association	73
Park Entrance Mutual Pipeline Water Company	23
John Timothy Stone Cliff Association	17
Prospect Mountain Water Company	147
Spruce Lake RV Park	60
Total	440

Based on an average of 2.11 persons per household as identified in the *Estes Valley Comprehensive Plan*, the bulk/wholesale population is currently **929 persons** in the peak season and **395 persons** in the off season.

### 2.5 YMCA Emergency Contract

The YMCA of the Rockies is located within the Estes Valley. The Town has an existing agreement with the YMCA that it will provide up to 0.43 million gallons per day (MGD) upon an emergency request. Although the customers at the YMCA are not included in the population projections, they are included in the build-out demand as well as the peak daily demand for the projection horizon of 2034.

## 3. PROJECTED POPULATION GROWTH

To properly project the Town's peak day and annual potable water demand in 2034, FEI has analyzed how each of the populations described in this report may grow over the coming years. Details for the growth utilized for each population type are provided below.

### 3.1 Permanent Population Growth

The U.S. Census data relied upon to estimate the Town's permanent population shows that the Town does not exhibit the exponential growth that is expected of diverse populations. The Town is unique in that a vast majority of the permanent residents are couples without children or adults living alone. Over the past 50 years, the Town's growth has been better described by a linear relationship than an exponential relationship, and it is our opinion that this will continue in the future.

Based on our discussions with Town staff and the data available on Town population, density, and build-out conditions, there is no longer much opportunity for additional residential development within the Town's limits, and in some places condominiums are being replaced with townhouses. Also, the *Estes Valley Housing Needs Assessment* concluded that households in the unincorporated portions of Estes Valley would decrease as a percentage of total households in the Estes Valley from 52% to 46% due to lack of growth potential (i.e. available/vacant lots). Based on these projections, it is our opinion that the Town and Estes Valley will experience very little growth in the foreseeable future.

In 2007, as part of an update to the *Estes Valley Comprehensive Plan*, a build-out analysis was performed in order to determine the Town's maximum permanent population when built-out. The Town performed the analysis using geographic information systems (GIS), comparing the available residential zoning to the housing units that already existed at the time. Based on this spatial analysis,

the Town determined that the build-out population for the Estes Valley is 18,867 persons, excluding commercial accommodations. This is a significantly higher build-out population than what was initially provided in the *2007 HDR Report* (12,738 persons). Based on discussions with the Town’s utilities and community development staff it is our opinion that the build-out condition of 18,867 persons is a reasonable projection.

FEI has utilized three different linear growth rates in order to appropriately encompass the variability of predicting future growth. The three growth rates used were 0.8 percent, corresponding to the growth of the Town between 2000 and 2010, 1.6 percent, corresponding to the growth of the State of Colorado between 2000 and 2010, and 2.4 percent, corresponding to the growth of the Estes Valley between 2000 and 2010. Table 20 presents the predicted year that build-out conditions will be reached using these estimated linear growth percentages.

**Table 21. Estimated Year Build-out Population May be Reached**

	0.8%	1.6%	2.4%
Estimated Year Build-out Population is Reached	2094	2052	2038
Estimated 2034 Population	13,480	15,652	17,823

Table 20 shows that the Town is still many years from reaching the build-out population based on the way population has been growing since the U.S. Census began taking surveys in 1950. It is our opinion that the Town will continue to experience linear population growth and that the rate of population growth will slow as it approaches the build-out population.

### **3.2 Transient Population Growth**

The transient population of the Town is the largest portion of the population during the peak season of May through September. The *Guest Research Study* established that in 2010, 73 percent of the Town’s transient population was visitors to RMNP. Based on the visitation data for RMNP over the last 20 years and conversations with RMNP staff, it is our opinion that park visitation will remain relatively constant and may even decrease in the future. To the extent that the proposed Downtown Estes Loop affects RMNP visitation, it is our opinion that this will likely increase the average monthly and annual visits to RMNP, but will not affect the maximum monthly and annual visits to RMNP since the park is already near capacity. For the purpose of this analysis, FEI has assumed that this portion of the transient population will not grow in the future, and the maximum number of daily visitors observed in July 2001 will be used to predict the peak demand for future years as well.

As described earlier in this report, it is our opinion that the portion of the Town’s transient population that does not visit RMNP will grow consistently at a rate of 1.6 percent. This growth of a portion of the transient population causes the transient population as a whole to grow at a rate of 0.4 percent per year. Based on this rate of growth, if the RMNP were to experience the peak month of July 2001 (24,178 visitors per day) again in 2034, this would result in a Town transient population of 29,848 persons per day, which reflects the growth of the transient population that does not visit RMNP. FEI estimates that the average offseason transient population in 2034 would be 3,868 persons per day.

### **3.3 Non-transient Population Growth**

The non-transient population represents employees who work in the Town but live elsewhere. In general, Town employees help to provide essential services to the Town’s permanent population. It is our opinion that it is appropriate to estimate the growth of the Town’s non-transient population using methodology consistent with the way the permanent population growth was estimated. Table 21



provides a summary of the expected 2034 non-transient population using the 0.8 percent, 1.6 percent, and 2.4 percent growth rates previously utilized for the permanent population. These growth rates have been projected forward using the 2014 estimated population of 567 persons.

**Table 22. Estimated 2034 Non-transient Population**

	0.8%	1.6%	2.4%
Estimated 2034 Population	658	748	839

### 3.4 Bulk/Wholesale Population Growth

The bulk/wholesale population represents a group of residential water users, both permanent and semi-permanent, that receive water through one of the Town’s bulk contracts. FEI has previously estimated the 2014 bulk/wholesale population to be 929 persons in the peak season and 395 persons in the off season. The conclusion of the 2007 HDR Report was that the bulk/wholesale contract communities, at that time, were at 80 percent of build-out with no plans for expansion. This conclusion would not apply to the Prospect Mountain Water Company and Spruce Lake RV Park, which were added as bulk/wholesale contracts after the date of that report.

For the four communities that were included in the *2007 HDR Report*, the Town has indicated that there has been limited growth since 2007. FEI has assumed that due to limited growth over the last several years they are still at 80 percent of build-out. For the Prospect Mountain Water Company, we estimate 184 taps in 2035. FEI has considered this number to be the build-out condition for the Prospect Mountain Water Company contract. Spruce Lake RV Park is a small percentage of the bulk/wholesale contracts and an even smaller percentage of the Town’s total population, therefore it has been assumed that this community will not grow significantly in the future. Due to the uncertain nature of growth in these communities and the relatively small populations in question, FEI has assumed the most conservative scenario, which is that all of these bulk/wholesale contracts will have attained build-out conditions by the year 2034. Table 22 provides a summary of FEI’s estimate of the 2034 bulk/wholesale population for the Town.

**Table 23. Estimated Number of Homes Served by Bulk/Wholesale Contracts in 2014 and 2034**

Bulk/Wholesale Contract	Estimated 2014 Homes	Estimated 2014 Population	Estimated 2034 Homes	Estimated 2034 Population
Windcliff Property Owners Association	120	254	150	317
Hondius Water Users Association	73	155	92	195
Park Entrance Mutual Pipeline Water Company	23	49	29	62
John Timothy Stone Cliff Association	17	36	22	47
Prospect Mountain Water Company	128	271	184	390
Spruce Lake RV Park	60	127	60	127
Total	440	932	703	1,487

<sup>a/</sup> Based on an average of 2.11 persons per household

### 3.5 Accessory Dwelling Units /Short Term Property Rentals

Rocky Mountain National Park generates a high demand for short term vacation rentals and seasonal work force housing. A potential growth in future water demand exists if the development code were to allow accessory dwelling units to be constructed on existing parcels in residential neighborhoods.

This subject was debated around the year 2008 and resulted in restrictions which forbid accessory dwelling units as rentals in residential neighborhoods. Future water demand increases from accessory dwelling units is therefore not considered in this demand projection.

Future water demand projection studies should review then current status of accessory dwelling units in areas zoned single family, noting development code and HOA covenant changes such as:

- - Can multiple families occupying the same parcel in an area zoned as single family
- - The definition of a family; marriage, adopted, blood relation, other
- - Living quarters above a garage with a kitchen
- - Allowance for long term and or short term renters
- - Enforcement of rental laws
- - Can accessory dwelling units be detached or only attached to the structure

Even if current restrictions were eased additional considerations would be required. The maximum number of allowable accessory dwelling units would be limited by the minimum lot size and property setbacks. That maximum potential would further be reduced based on the likelihood of property owners' interest in constructing an accessory dwelling unit -- even though their property passes all the restrictions.

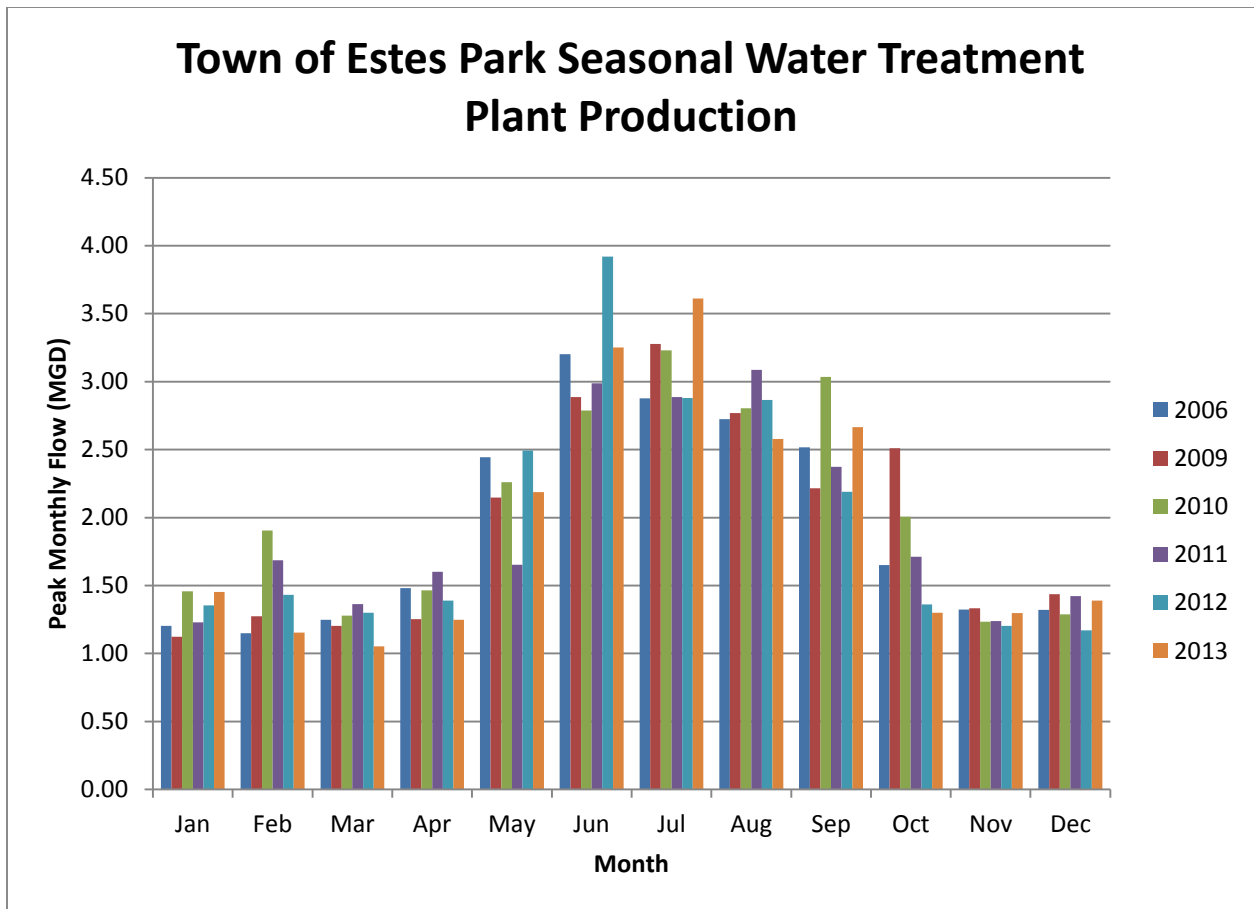
#### **4. PER CAPITA DEMAND**

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The boundary of the Town of Estes Park's water system service area coincides roughly with the boundary of the Estes Valley. The majority of the water system is located below the "blue line," which is composed of a set of contour elevations throughout the Valley, below which the current water system can deliver water by gravity. The existing water system is supplied by two water treatment plants (Mary's Lake Water Treatment Plant [MLWTP] and Glacier Creek Water Treatment Plant [GCWTP]).

##### **4.1 Water Treatment Plant Production**

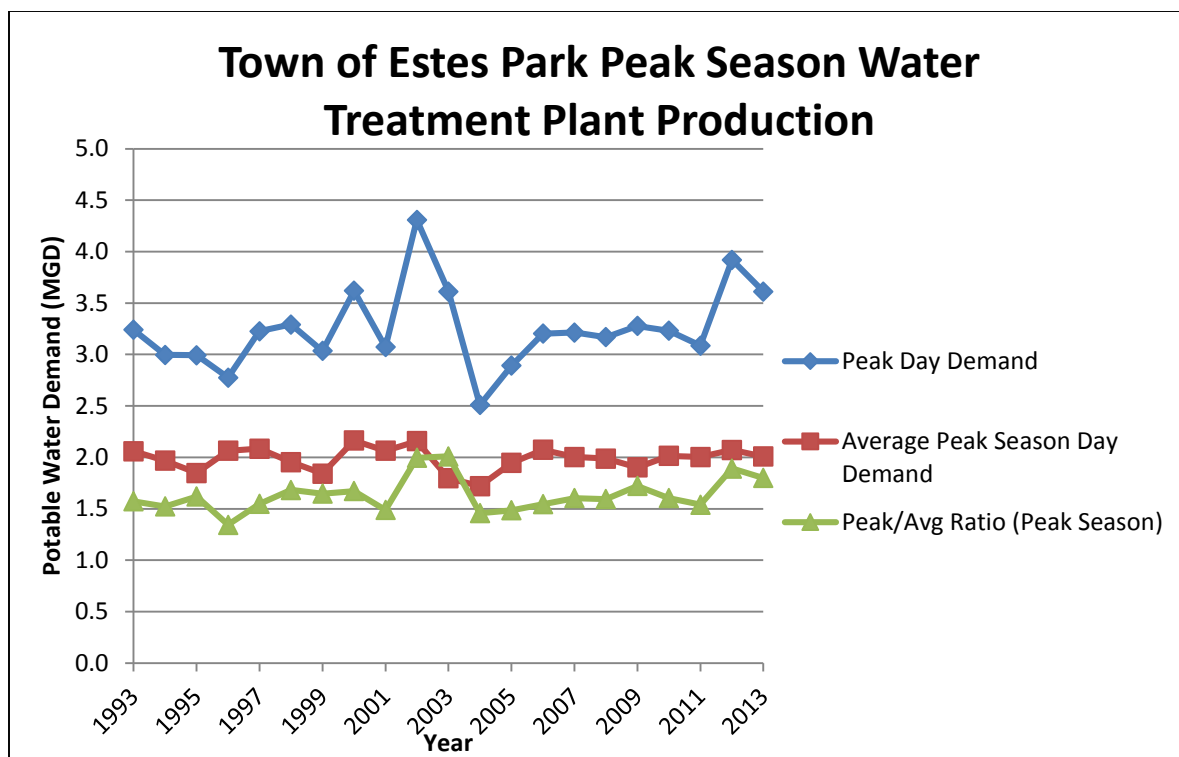
Figure 7 shows the historic peak day water treatment plant production by month for the years 2009 through 2013. Data from 2006, included in the *2007 HDR Report*, are also plotted for comparison. The values reported are total water treatment from both the GCWTP and MLWTP.



**Figure 7. Estes Park Seasonal Water Treatment Plant Production**

The increased water treatment plant production in the peak season of May through September can be explained by a combination of increased Town population in those months and increased per capita demand in those months. Figure 7 shows that there has not been a significant increase in peak monthly water treatment plant production for normal consumption since 2006, the last year of data included in the *2007 HDR Report*. June 2012 does not constitute normal usage because production was increased to fight the Woodland Heights fire.

In order to analyze the current and future potable water demand of the Town, FEI determined the average annual daily demand and applied a peaking factor to estimate peak daily demand. The average annual daily demand is defined as the average daily production during the peak season of May through September for a particular year. The peaking factor is defined as the ratio of the peak daily demand for a particular year to the average annual daily demand. Figure 8 shows the Town’s historic peak day demand, average annual daily demand, and peaking factor. The *2007 HDR Report* correctly how production seemed to be rebounding after the 2002 drought effects. With the inclusion of additional data from 2007 through 2013 that is indeed the case, and the average annual daily demand has stabilized at approximately pre-drought levels. However, with the increased population of the Estes Valley from 2002 to the present, an increase in average annual daily demand would be expected. It is our opinion that this is an indication of increased conservation within Estes Valley. Consistent with national trends, per capita demand has decreased since the 2002 drought.



**Figure 8. Peak Season Water Treatment Plant Production**

Table 24 shows the historic minimum, average, and maximum values for each of the parameters shown in Figure 8. The values listed for the peaking factor were used as the low, most-likely, and high values in the analysis. The 4.3 MG peak day demand shown from July of 2002 reflects the production required to supply water to fight the Big Elk Fire, without this event the peak demand day would have similar to the previous year at 3.1 MGD. In 2012 the Woodland Heights Fire consumed 21 structures and led to the recorded peak water demand of 3.9 MGD, without this fire event the 2012 peak usage would have also been 3.1 MGD.

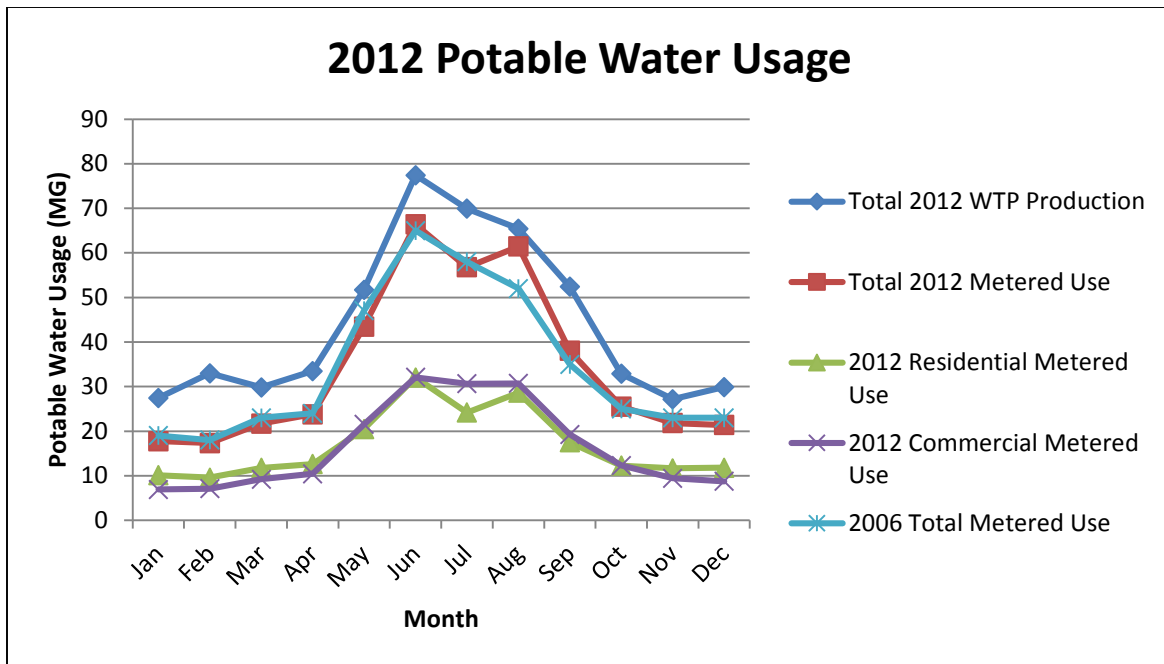
**Table 24. Historic Potable Water Demand (1993-2013)**

	Peak Daily Demand (MGD)	Average Annual Daily Demand (MGD)	Peaking Factor
Minimum	2.5	1.7	1.3
Average	3.3	2.0	1.6
Maximum	4.3	2.2	2.0

It should be noted that even with the inclusion of data for 2007 through 2013, Table 23 is extremely similar to the information presented in the 2007 HDR Report. The only difference is a slight increase in the average peak daily demand (3.3 MGD compared to 3.2 MGD in the 2007 HDR Report). This increase in average peak daily demand is likely the result of population increase, but is dampened by a decrease in per capita demand due to conservation.

## 5. PER CAPITA DEMAND

Metered water usage by month as well as total water treatment plant production in 2012 is shown on Figure 8. The total metered use from 2006 is also included as a point of reference.



**Figure 9. Park 2012 Potable Water Use**

Figure 9 shows that residential and commercial use in 2012 are very similar and follow roughly the same monthly pattern. The difference between total water treatment plant production and total metered use can be explained by the system losses and other uses not metered such as fire training, firefighting and system flushing. System losses include water consumed or lost in the treatment process or distribution pipelines. Bleeders exist to bleed water from the system during the winter months in order to keep the distribution pipes from freezing and to ensure water quality. It should be noted that the total metered use for 2012 and 2006 are very similar and show that total potable water use is dependent on weather, changes in volumetric rates and consumer installation of new water efficiency water fixtures and appliances.

Per capita water demand can be calculated by distributing the water treatment plant production over the population to arrive at a per capita per day demand. Using this method, each customer is allocated a portion of residential and commercial demand as well as system losses. The 2007 HDR Report provided a single per capita demand for the peak season of May through September and a single per capita demand for the off season of October through March. Each per capita demand value encompassed all four categories of population, which covers a wide range of use patterns, from permanent residents to people who simply stop in the Town to go shopping.

Due to the Town’s extremely high transient population during the peak season, it is our opinion that it is not appropriate to attribute a per capita demand to the Town’s total population without considering the different population categories. Even within the transient population, per capita demand can vary between day and overnight visitors to the Town. However, it is difficult to determine per capita demand for the permanent and transient populations separately because both populations exert a demand in both the residential and commercial sectors. For the purpose of this analysis, FEI has assumed that the per capita demand of the transient population is the same in the peak season and the off season. By making this assumption, a relationship between peak season permanent population per capita demand and off season permanent population per capita demand can be established.

In most front-range communities, outdoor water use during the summer months can make up as much as 50 percent of total water use. This can be determined by subtracting the winter water use, representative

of indoor use that does not change seasonally, from the summer water use. The same methodology can be applied to this analysis for the Town, but consideration must be taken for the fact that in general, the Town’s permanent population does not have a high level of outdoor water use. For the purpose of this analysis, FEI has assumed that outdoor water use makes up 30 percent of total water use by the permanent population during the peak season of May through September.

By combining the assumption that the per capita demand for the transient population is constant year-round and the assumption that outdoor use is 30 percent of total use by the permanent population during the peak season, low and mid-range estimated values for the permanent and transient population’s peak and off-season per capita demand can be determined. Table 24 presents the per capita demand for these populations, calculated based on total water treatment plant production data from 2012. The high estimated value was determined by applying a peaking factor to the mid-range value, based on the ratio of peak day demand in a drought year (2002) with the 2012 peak day demand. The peak day demand for those years were 4.3 MGD and 3.9 MGD, respectively, representing a 10% increase. This factor is lower than that included in the 2007 HDR Report because 2012 was considered to be a drier year than 2006, but not as severe a drought as 2002.

**Table 25. Town of Estes Park Per Capita Water Demands**

<b>Scenario</b>	<b>Permanent Population Peak Season Demand (gpcd)</b>	<b>Transient Population Demand (gpcd)</b>
Low	70	34
Mid	101	34
High	111	34

The permanent and transient populations make up the majority of the Town’s population during the peak and off-seasons. However, a per capita demand must be assigned to the non-transient and bulk/wholesale populations as well. It is our opinion that due to the fact that the non-transient population does not live locally and commutes into Town, it is appropriate to apply the transient population per capita demand to the non-transient population. Due to the fact that the bulk/wholesale population is comprised of permanent and semi-permanent residents, it is our opinion that it is appropriate to apply the permanent population per capita demand to the bulk/wholesale population. These populations represent a small percentage of total water demand and these assumptions are not likely to dramatically affect projected potable water demand in the future.

## 6. PROJECTED POTABLE WATER DEMAND

The anticipated potable water demand for the Town in the year 2034 can be determined using the projected 2034 populations and the per capita demand for each population. However, per capita demand can change over time with the introduction of water efficient indoor fixtures and with State focus on conservation in the coming years. The Colorado Water Conservation Board (CWCB) estimates that a 34 percent reduction in per capita demand could be achieved through active and passive conservation for indoor and outside uses over the next 40 years. The impact of these conservation measures can already be seen in the water production numbers at MLWTP and GCWTP. Despite population growth in the Valley over the last 12 years, the total production at MLWTP and GCWTP has not increase significantly since the 2002 drought. While some of the 34 percent reduction in per capita demand has been realized, it is expected that conservation will have a continued impact on per capita demand going forward.

For the purpose of this analysis, FEI has estimated the projected potable water demand for the planning horizon of 2034 in eight scenarios that consider the following four variables:

**APPENDIX C – TOWN OF ESTES PARK WATER RATE  
SCHEDULE 2015 – 2018**

---

# TOWN OF ESTES PARK

## Water Rate Schedule 2015-2018

Effective June 1, 2015



### TO CALCULATE YOUR MONTHLY WATER BILL:

Follow the formula below using the charts for Base Fee and Volume Charge on this page

$$\text{Base Fee} + [ (\text{Gallons Used divided by } 1,000) \times \text{Volume Charge} ] = \text{Monthly Water Bill}$$

### BASE FEE BY METER SIZE

\*Most residential meters are 3/4"

METER SIZE Inches:	Effective June 1, 2015 2015		2016		2017		2018	
	Urban	Rural	Urban	Rural	Urban	Rural	Urban	Rural
5/8"	\$23.82	\$38.11	\$26.92	\$43.06	\$30.15	\$48.23	\$32.56	\$52.09
3/4" *	\$23.82	\$38.11	\$26.92	\$43.06	\$30.15	\$48.23	\$32.56	\$52.09
1"	\$28.58	\$45.73	\$37.68	\$60.29	\$50.34	\$80.55	\$54.37	\$86.99
1-1/2"	\$41.68	\$66.69	\$67.29	\$107.66	\$100.38	\$160.61	\$108.41	\$173.46
2"	\$67.88	\$108.61	\$114.39	\$183.03	\$160.67	\$257.08	\$173.52	\$277.65
3"	\$119.09	\$190.55	\$201.87	\$322.99	\$301.45	\$482.32	\$325.57	\$520.91
4"	\$214.37	\$342.99	\$336.44	\$538.31	\$502.52	\$804.04	\$542.72	\$868.36
6"	\$252.17	\$403.47	\$402.68	\$644.29	\$553.20	\$885.12	\$747.46	\$955.93
8"	\$1,270.27	\$2,032.43	\$1,435.40	\$2,296.64	\$1,607.65	\$2,572.24	\$1,736.26	\$2,778.02
10"	\$1,826.20	\$2,921.92	\$2,063.61	\$3,301.77	\$2,311.24	\$3,697.98	\$2,496.14	\$3,993.82

### VOLUME CHARGE BY RATE CLASS PER 1,000 GALLONS

RATE CLASS	Effective June 1, 2015 2015		2016		2017		2018	
	Urban	Rural	Urban	Rural	Urban	Rural	Urban	Rural
Residential	\$4.59	\$7.35	\$4.73	\$7.57	\$4.87	\$7.80	\$5.26	\$8.42
Commercial	\$4.65	\$7.44	\$4.85	\$7.76	\$5.00	\$8.00	\$5.40	\$8.64
Pumped Flow	\$6.43	\$10.29	\$6.63	\$10.60	\$6.82	\$10.92	\$7.37	\$11.79
Bulk Water **	\$5.15	\$8.74	\$5.30	\$9.60	\$5.46	\$10.55	\$5.90	\$11.39

\*\* A volume charge per 1,000 gallons shall be assessed to existing bulk water or pumped flow customers in lieu of a connection charge.

EXHIBIT A



# APPENDIX D – COST ESTIMATES

---



**OPINION OF PROBABLE COST**

Description	Quantity	Units	Unit Cost	Total Cost
<b>Division 02 - Sitework</b>				
Mobilization / Demobilization	1	LS	\$25,000	\$25,000
Demolition of Abandoned Water Storage Tank	1	LS	\$15,000	\$15,000
Traffic Control	1	LS	\$10,000	\$10,000
Temporary Erosion and Sediment Control	1	LS	\$5,000	\$5,000
Rock Removal Allowance	1	LS	\$50,000	\$50,000
Asphalt Cutting, Patching, and Debris Removal Allowance	10,500	SF	\$8	\$84,000
Seeding	1	LS	\$2,500	\$2,500
Asbestos Cement Pipe Disposal Allowance	1	LS	\$15,000	\$15,000
8-Inch Ductile Iron Pipe	3,500	LF	\$100	\$350,000
8-Inch Gate Valve	8	EA	\$3,500	\$28,000
2-Inch Copper Pipe	500	LF	\$75	\$37,500
Fire Hydrant Assembly	6	EA	\$7,500	\$45,000
Air Relief Valve Assembly	1	EA	\$5,000	\$5,000
Connect to Existing Town of Estes Park Distribution System	1	LS	\$5,000	\$5,000
Water Meter and Installation	18	EA	\$700	\$12,600
Service Line Connections	18	EA	\$1,500	\$27,000
<b>Sitework Subtotal</b>				<b>\$716,600</b>

<b>Subtotal</b>	<b>\$716,600</b>
Contingency (20%)	\$143,000
Contractor's OH&P (15%)	\$129,000
Permitting and Design (10%)	\$72,000
Resident Project Representative (10%)	\$72,000
Compaction Testing and Inspection Allowance	\$7,000
Administrative and Legal (5%)	\$36,000
<b>Project Total</b>	<b>\$1,175,600</b>



**OPERATION AND MAINTENANCE COSTS**

		Alternative 1 No Action		Alternative 2 Distribution System Replacement	
Year	n	Annual Cost	2015 PW	Annual Cost	2015 PW
2016	0	\$ 33,000	\$ 33,000	\$ 56,100	\$ 56,100
2017	1	\$ 33,800	\$ 32,911	\$ 56,050	\$ 54,576
2018	2	\$ 34,500	\$ 32,710	\$ 56,050	\$ 53,142
2019	3	\$ 35,300	\$ 32,588	\$ 56,150	\$ 51,837
2020	4	\$ 36,100	\$ 32,451	\$ 56,150	\$ 50,474
2021	5	\$ 289,100	\$ 253,044	\$ 56,150	\$ 49,147
2022	6	\$ 37,800	\$ 32,216	\$ 56,150	\$ 47,855
2023	7	\$ 38,700	\$ 32,116	\$ 56,250	\$ 46,680
2024	8	\$ 39,600	\$ 31,999	\$ 56,250	\$ 45,453
2025	9	\$ 40,500	\$ 31,866	\$ 56,250	\$ 44,258
2026	10	\$ 342,700	\$ 262,549	\$ 56,350	\$ 43,171
2027	11	\$ 42,400	\$ 31,629	\$ 56,350	\$ 42,036
2028	12	\$ 43,400	\$ 31,524	\$ 56,350	\$ 40,931
2029	13	\$ 44,400	\$ 31,403	\$ 56,350	\$ 39,855
2030	14	\$ 45,400	\$ 31,266	\$ 56,450	\$ 38,876
2031	15	\$ 362,900	\$ 243,349	\$ 56,450	\$ 37,854
2032	16	\$ 47,500	\$ 31,015	\$ 56,450	\$ 36,858
2033	17	\$ 48,600	\$ 30,899	\$ 56,550	\$ 35,953
2034	18	\$ 49,700	\$ 30,767	\$ 56,550	\$ 35,008
2035	19	\$ 50,800	\$ 30,621	\$ 56,550	\$ 34,087
2036	20	\$ 430,200	\$ 252,500	\$ 56,650	\$ 33,250
<b>20 Year O&amp;M (2016PW) =</b>		<b>\$ 1,552,400</b>		<b>\$ 917,400</b>	

Annual O&M Costs:	Alternative 1 No Action	Alternative 2 Distribution System Replacement	Notes:
Mainline Repairs	\$25,000	\$1,000	
Water Quality Sampling	\$8,000	\$0	
Debt Repayment Through Bill Surcharge	\$0	\$55,050	*Note 1
<b>Annual Subtotal</b>	<b>\$33,000</b>	<b>\$56,050</b>	
Other O&M Costs:			
5 year Replacement Cost (pipe)	\$225,000	\$0	
10 year Replacement Costs (meters)	\$15,000	\$15,000	

Given:  
 Energy = \$ 0.08 /kwh  
 Inflation (I) = 2.3%  
 Interest (i) = 2.70%

\*Note 1: No inflation applied to loan repayment: \$1,175,600 Loan over 40 years at 3.5% interest

**FORMULAS**

Annual Cost = (Sum of O&M items) x (1 + I)<sup>n</sup>

Present Worth = (Annual Cost) x (1 + i)<sup>-n</sup>

**NOTES**

**Inflation Rate:** value as indicated at <http://www.bls.gov/news.release/cpi.nr0.htm> . "Over the last 12 months, the index increased 2.3 percent before seasonal adjustment"

**Interest Rate:** According to USDA The "real" federal discount rate from Appendix C of OMB Circular A-94 should be used for determining the present worth of the uniform series of O & M values ; see:

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# ENVIRONMENTAL REPORT

FOR

## WATER DISTRIBUTION SYSTEM IMPROVEMENTS

FOR THE

### PARK ENTRANCE MUTUAL PIPELINE AND WATER COMPANY

IN



JUNE 10, 2016

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**ENVIRONMENTAL REPORT**  
FOR  
**WATER DISTRIBUTION SYSTEM IMPROVEMENTS**  
FOR THE  
**PARK ENTRANCE MUTUAL PIPELINE AND WATER COMPANY**  
IN  
**ESTES PARK, COLORADO**

---

**JVA, Inc.**  
**25 Old Town Square, Suite 200**  
**Fort Collins, CO 80524**  
phone: 970-225-9099

JVA Project No. 2539c

JUNE 10, 2016

# TABLE OF CONTENTS

PROJECT DESCRIPTION AND LOCATION .....	1
PROJECT DESCRIPTION .....	1
SITE LOCATION .....	2
PLANNING AREA .....	2
SERVICE AREA .....	2
RECOMMENDED ALTERNATIVE .....	2
REPORT FORMAT .....	3
LAND OWNERSHIP AND LAND USE .....	4
AGENCY CORRESPONDENCE .....	5
HISTORIC PRESERVATION .....	7
THREATENED AND ENDANGERED SPECIES / BIOLOGICAL RESOURCES .....	8
THREATENED AND ENDANGERED SPECIES .....	8
BIOLOGICAL RESOURCES .....	8
WETLANDS .....	9
FLOODPLAINS .....	10
IMPORTANT FARMLAND .....	11
ENVIRONMENTAL RISK MANAGEMENT .....	12

## APPENDICES

- APPENDIX A – FIGURES
- APPENDIX B – AGENCY LETTER RESPONSES
- APPENDIX C – IPAC REPORT AND OFFICIAL SPECIES LIST

# PROJECT DESCRIPTION AND LOCATION

## PROJECT DESCRIPTION

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Park Entrance Mutual Pipeline and Water Company (PEMPWCo) was created by Block One of The Park Entrance Estates property owners, and is located in the Town of Estes Park (Town), Larimer County, Colorado. PEMPWCo is a nonprofit organization that owns and operates a potable water distribution system for 18 Park Entrance Estates single-family homes. Potable water is supplied by the Town through a master meter and bulk water usage agreement. The PEMPWCo distribution system was built in the 1960's and consists entirely of 4-inch asbestos cement (AC) water mains.

PEMPWCo has requested that the Town take ownership and operation of the PEMPWCo distribution system, however the water mains in its distribution system do not meet Town standards. To provide required fire flow and meet material and sizing requirements of the Town, PEMPWCo is working with the Town on a distribution system pipeline replacement project. This project will include the replacement of water mains with increased capacity for fire flow, service line replacement within the right-of-way, and installation of isolation valves, fire hydrants, and air-relief valves in accordance with Town standards. This project will also include the demolition of the existing abandoned water storage tank and the decommissioning of the existing abandoned groundwater well. Upon successful completion of the proposed project, the PEMPWCo's distribution system will be fully incorporated into the Town's water distribution system.

The proposed project is needed to construct a functional replacement of PEMPWCo's aging drinking water distribution system. This project will provide the neighborhood with long term reliable drinking water, improve safety, and reduce operational costs through consolidation.

The project will accomplish the goal of reduced long-term operations, maintenance, and compliance of drinking water standards by transferring ownership responsibility to the Town which has the appropriate Technical, Managerial, and Financial capacity. The Town's current economy of scale is such that the marginal increase of adding the responsibilities of PEMPWCo's distribution system is minimal compared to the burden it presents to 18 property owners. The project reduces overall cost of delivering safe and reliable potable water by reducing compliance obligations to one larger authority, the Town (PWSID# C00135257), instead of both the Town and PEMPWCo (PWSID# C00135559).

The design and construction of the project will be funded by PEMPWCo. A Town Enterprise fund for collecting surcharges from Park Entrance Estates on their water bills will be established to cover loan debt payments managed by the Town.

The Town has received an administrative grant from the Colorado Department of Local Affairs (DOLA) for preliminary development and documentation of the project which is required for the



loan application. The grant requires a dollar for dollar match which has been funded by the Park Entrance Estates property owners.

Water rights and plant development fees (tap charges) must be paid by all new customers tying into the Town's water system. Town bulk water customers pay these fees based on the contract agreement with the Town executed at the time bulk water service begins. The Town's tap charges for the existing PEMPWCo customers have already been paid in full through the bulk water agreement. The one existing undeveloped lot will be required to pay the Town's tap fee when developed.

## SITE LOCATION

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### PLANNING AREA

The project is located in the Town of Estes Park, Larimer County, Colorado. The planning area for the distribution system is generally described as the subdivision limits and encompasses approximately 30 acres. Figure 1 in Appendix A shows the location of the PEMPWCo service area and the planning area of the Town. Figure 2 in Appendix A shows the existing distribution system.

### SERVICE AREA

PEMPWCo's distribution system service area encompasses approximately 30 acres within the SW ¼ of Section 26, Township 5 North, Range 73 West, in Larimer County. The PEMPWCo service area is zoned residential. PEMPWCo's distribution system currently delivers potable water to the 18 residential taps in the community. There is one undeveloped lot in the community. The Town's distribution system delivers drinking water to the remaining residents of the Town. Figure 1 in Appendix A shows the service area location of PEMPWCo's distribution system within the Town's service area.

## RECOMMENDED ALTERNATIVE

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The recommended alternative is to replace the distribution system with 8-inch ductile iron pipe, valves, air relief valves, and fire hydrants, and abandon the existing system in place. This will allow for PEMPWCo's water line to be updated to current Town of Estes Park Water Department Standards, Town of Estes Park Roadway Design Standards, and the Estes Valley Fire Protection District Standards. This project will also include the demolition of the existing abandoned water storage tank and the decommissioning of the existing abandoned groundwater well.

Advantages of the recommended alternative include: 1) meeting standards and transferring responsibility of the waterline to the Town of Estes Park so that the operation and maintenance burden will no longer be placed on the 18 homeowners within PEMPWCo, 2) the new larger pipe distribution system will provide sufficient capacity for fire flow, 3), increased bury depth of mains to prevent freezing, and 4) the proposed ductile iron pipe will minimize operation and maintenance, in comparison to the existing AC pipe which has exceeded its useful life and has frequent leaks and breaks.

## REPORT FORMAT

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PEMPWCo has retained JVA to complete this Environmental Report (ER) in conjunction with a Preliminary Engineering Report (PER), as the first step in planning for water distribution system improvements. The ER has been prepared in accordance with the United States Department of Agriculture (USDA) Rural Development Part 1970.

## LAND OWNERSHIP AND LAND USE

The new distribution system will include approximately 3,500 linear feet of 8-inch DIP, approximately 500 linear feet of 2-inch copper service, isolation valves, and six fire hydrants. The required fire flows for the mostly dead-end mains will be achieved with the installation of 8-inch diameter pipe. The proposed 8-inch main will also loop completely around Meadow Circle, to avoid a dead-end main and to allow for better flow through the distribution and minimize water-age. The potable water supply will continue to be provided by the Town of Estes Park. A map of the proposed replacement of the existing distribution system is provided as Figure 3 in Appendix A.

Per Town of Estes Park Water Department Standards, the ductile iron water main will be placed in the right-of-way. The valves will be spaced at a maximum of 600 feet along the main. Any tees will have two valves and any crosses will have three valves. A valve will also be placed at each fire hydrant. Fire hydrants will be located as directed by the Town's Fire Chief. Fire hydrants will be 6-inches, and placed at a maximum spacing of 500 feet in residential areas. Fire hydrants located at dead-ends may be used as blow-offs for system flushing and maintenance.

The existing AC pipe will be abandoned in place. The master meter at the entrance to PEMPWCo will also be abandoned, as it will not be necessary for the proposed system. The meters at each household in the community will be replaced with new Town meters inside each household to measure water usage.

# AGENCY CORRESPONDENCE

A request for input on the environmental impacts of this project was sent to various agencies for their review and comment. The text of each agency letter was generic and is shown below:

This letter represents a formal request for input from your agency regarding a USDA Environmental Report for the Park Entrance Mutual Pipeline and Water Company (PEMPWCo) Water Distribution System Improvement Project. Figure 1 shows the area of potential effect (APE) for the project.

Located within the Town of Estes Park (Town), in Larimer County, PEMPWCo owns and operates the water distribution system for their small community. PEMPWCo has an agreement with the Town for domestic water service through a master meter at the entrance to the subdivision. PEMPWCo's distribution system service area encompasses approximately 30 acres within the SW ¼ of Section 26, Township 5 North, Range 73 West, in Larimer County. The distribution system delivers water to 18 single family homes. There is one undeveloped residential lot in the service area.

PEMPWCo's water distribution system consists of approximately 3,000 lf of 4-inch asbestos cement (AC) pipe with 18 water service taps. There is currently one valve and one fire hydrant in the existing system. The water main is located within the road right-of-way. The existing system is undersized for fire suppression requirements in the area. Furthermore, there are health and safety risks that are involved during maintenance of the existing AC pipe.

In order for PEMPWCo's water line to be updated to current Town of Estes Park Water Department Standards, Town of Estes Park Roadway Design Standards, Upper Thompson Sanitation District Standards, and the Estes Valley Fire Protection District Standards, it is proposed to replace the existing AC pipe with 8-inch ductile iron pipe (DIP) within the right-of-way. Fire hydrants and valves will be installed at locations approved by the local Fire District. A loop around Meadow Circle will be incorporated into the new alignment.

The climate in the planning area is characterized by cold winters and moderate summers. The average monthly temperatures range from daytime highs in the 70s and lows in the 40s during the summer months and daytime highs in the 40s and lows in the teens during the winter months. The subdivision consist of mountain terrain and is located along the mountain side with elevations ranging from 7,880 to 7,720 ft.

The environmental report, pursuant to the National Environmental Policy Act (NEPA), will be prepared and submitted to the United States Department of Agriculture (USDA) Rural Development to assess the environmental impacts of the improvements of the distribution system.

We look forward to receiving input from your agency in regard to this project. Please reply at your earliest convenience, or within 30 days as required by USDA. If you have any questions, or require any further information, please feel free to contact me. Thank you in advance for your time and attention in this matter.

Figure #1 was also sent with each letter and can be seen in Appendix A. The agencies that received this letter are as follows:

- U.S. Fish & Wildlife
- Colorado Historical Society
- U.S. Army Corps of Engineers, Omaha District
- Natural Resources Conservation Service
- Colorado Division of Wildlife
- Colorado Department of Natural Resources
- Colorado Department of Health and Environment, Air Pollution Control Division
- National Park Service

All agency response letters received can be found in Appendix B.

# HISTORIC PRESERVATION

A request was made for the Colorado Historical Society to conduct a file and literature review for the proposed project. The purpose of a file and literature review is to compile information on whether previous cultural resource inventories have been conducted or whether cultural resources have been previously documented within the project area. Those cultural resources eligible, potentially eligible, or listed in the National Register of Historic Places (NRHP) require consideration for potential adverse impacts.

A letter was sent to the Colorado Historical Society Office of Archaeology and Historic Preservation for their comment on the proposed new distribution system project for PEMPWCo. A response letter was received on May 9, 2016, and is attached in Appendix B. It is anticipated that USDA will coordinate their National Environmental Policy Act (NEPA) studies with the Colorado State Historical Preservation Office for this project. If additional studies under the National Historic Preservation Act (Section 106) are required, they will be completed in coordination with USDA's review of this project.

# THREATENED AND ENDANGERED SPECIES / BIOLOGICAL RESOURCES

## THREATENED AND ENDANGERED SPECIES

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The project area was assessed for potential habitat for threatened, endangered, and candidate species under the Endangered Species Act (ESA) of 1973, as amended (16 U.S.C. 1531 et seq.). Federally threatened and endangered species are protected under the ESA. Significant adverse effects to a federally listed species or its habitat require consultation with the Fish and Wildlife Service (FWS) under Section 7 or 10 of the ESA.

An IPaC Trust Resources Report was generated for the proposed project area, and is included in Appendix C. In addition, an official species list was requested from the Regulatory Documents section, and is also included in Appendix C. Both documents state that there are no critical habitats within the project area.

A letter was sent to FWS for their comment on the proposed project. A response letter was received on May 6, 2016, and is attached in Appendix B. It is anticipated that USDA will coordinate their National Environmental Policy Act (NEPA) studies with the Fish and Wildlife Service for this project. If additional studies under Section 7(a)(2) of the Endangered Species Act are required, they will be completed in coordination with USDA's review of this project. It is anticipated that, since there are no critical habitats within the project area, a "No Effect" determination will be made.

## BIOLOGICAL RESOURCES

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The proposed project would temporarily impact plant and wildlife habitat; however, impacts would be minor. The project area is mostly adjacent to residential streets and would likely result in minor disturbance to existing vegetation. The proposed distribution lines would result in a temporary reduction in wildlife use of the area during construction, but wildlife use would return to preconstruction conditions soon after project completion.

# WETLANDS

The Clean Water Act (CWA) protects the physical, biological, and chemical quality of waters of the U.S. The U.S. Army Corps of Engineers' (USACE) Regulatory Program administers and enforces Section 404 of the CWA. Under Section 404, a USACE permit is required for the discharge of dredged or fill material into wetlands and waters of the U.S. USACE defines waters of the U.S. as all navigable waters and their tributaries, all interstate waters and their tributaries, all wetlands adjacent to these waters, and all impoundments of these waters.

According to the National Wetlands Inventory (NWI), the PEMPWCo service area is not located in a delineated wetland area. A NWI map of the wetlands near the service area is presented in Appendix A. There will be no negative environmental consequences associated with the wetlands as it is anticipated that no potential wetlands or waters of the U.S. occur within the project area.



# FLOODPLAINS

The proposed project is not located in the 100-year or the 500-year floodplain. A Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM), Map Number 08069C1281F, is included in Appendix A.

# IMPORTANT FARMLAND

This project will not convert agriculture lands defined as important farmland by the USDA Natural Resources Conservation Service (NRCS) to non-agricultural uses.

# ENVIRONMENTAL RISK MANAGEMENT

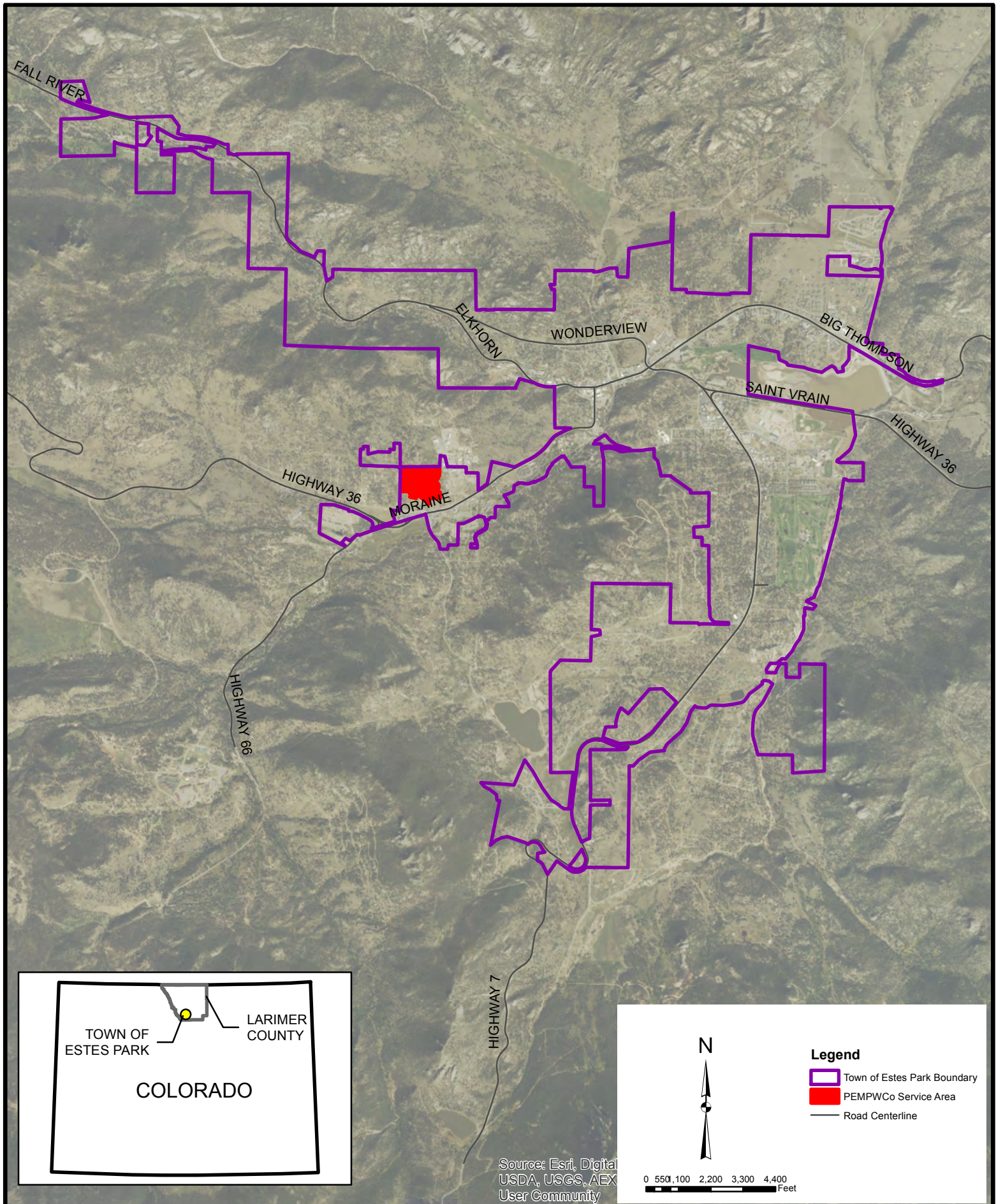
The PEMPWCo's distribution system was installed in the mid-1960s. AC pipe was a common choice for potable water main construction from the 1940s to the 1970s. AC pipe is manufactured from a mixed slurry of portland cement (80-85%) and a mixture of chrysotile asbestos fibers (15-20%). Primary operation and maintenance concerns with PEMPWCo's existing distribution system are related to AC pipe repairs. Any repairs necessary to the AC pipe requires hazard material certified procedures, which can be costly and dangerous.

The existing AC pipe will be abandoned in place. The exact location of the AC pipe is unknown and no tracer wire was installed to aide in locating the existing AC pipe. If the proposed main alignment crosses the existing AC pipe, proper removal and disposal methods will be used by the contractor. The project will have an allowance for AC pipe removal to be used when needed.

When working with AC pipe by tapping, removing portions of the pipe, attaching fittings, or disposing of the pipe, certain precautions will need to be taken. It will be the responsibility of the Contractor to follow State and Federal regulations, including, but not limited to, the CDPHE Air Quality Control Commission Regulation 8 Part B, and the CDPHE Hazardous Materials and Waste Management Division.

## APPENDIX A – FIGURES

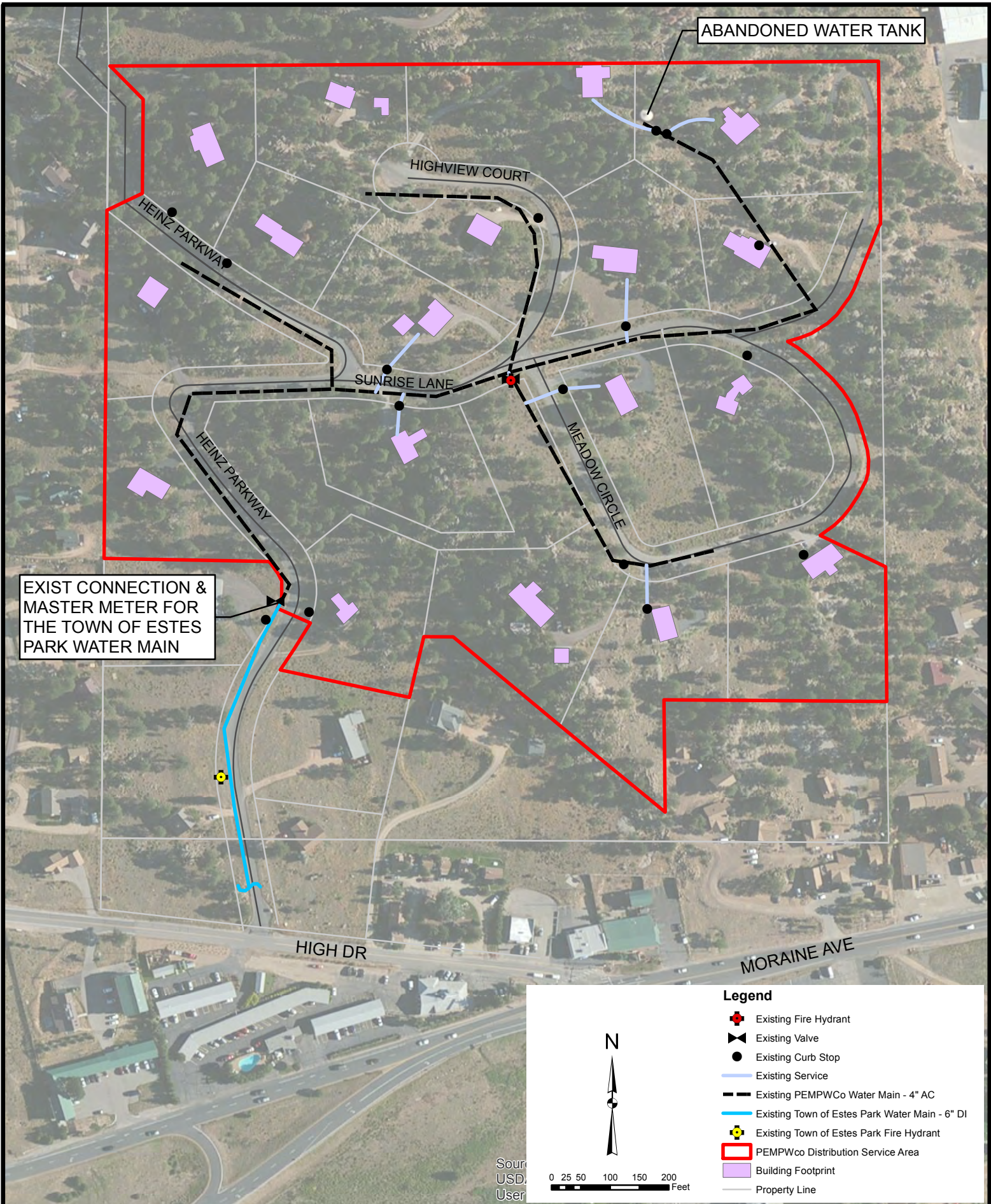
---



**FIGURE 1: LOCATION MAP**  
**PROJECT: 2539c - PEMPWCo WATER DISTRIBUTION SYSTEM**  
**DATE: MAY 2016**



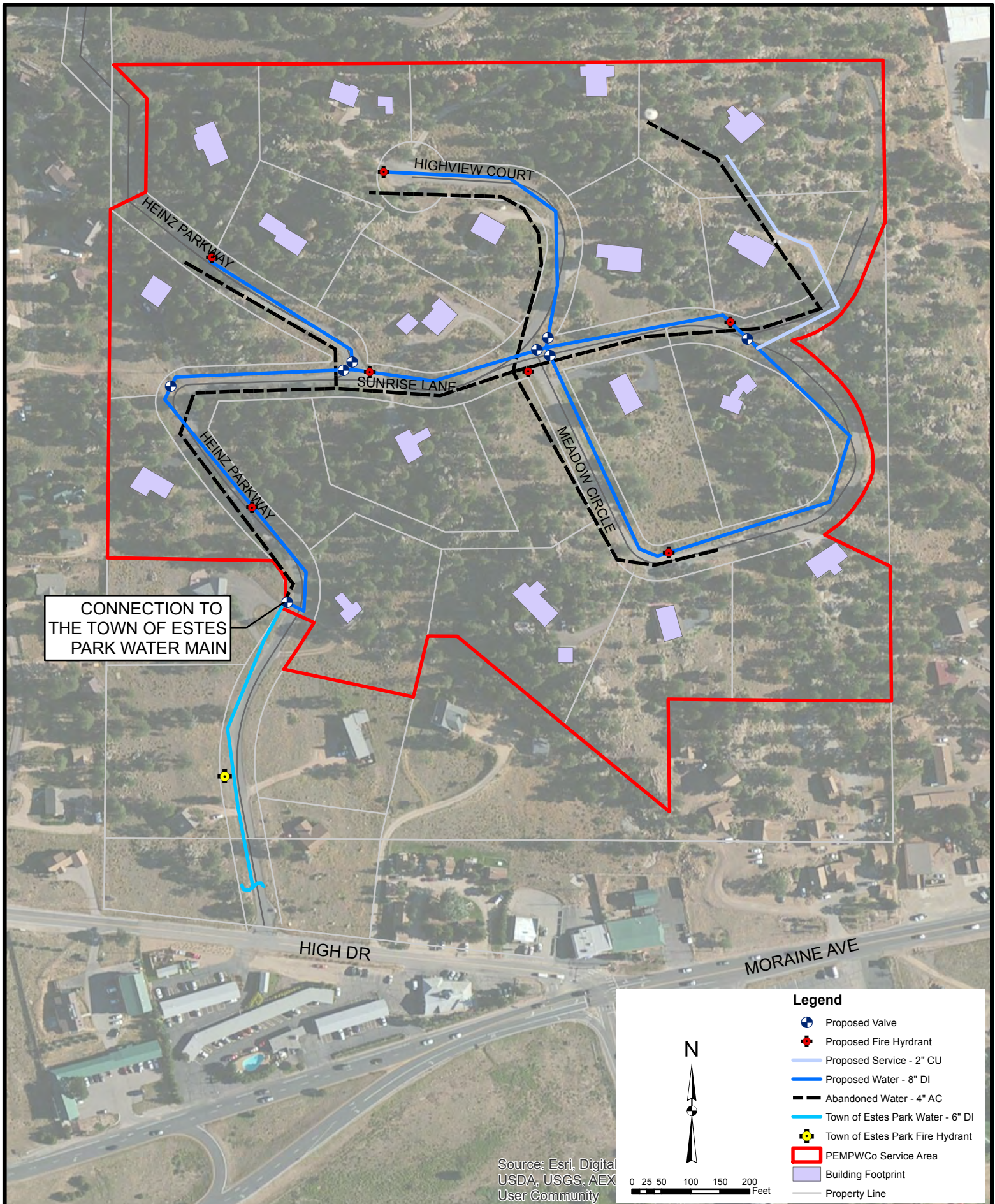
JVA, Incorporated  
 1319 Spruce Street  
 Boulder, CO 80302  
 Phone: 303.444.1951  
 E-mail: info@jvaja.com



**FIGURE 2: EXISTING PEMPWCo DISTRIBUTION SYSTEM MAP**  
**PROJECT: 2539c - PEMPWCo WATER DISTRIBUTION SYSTEM**  
**DATE: MAY 2016**



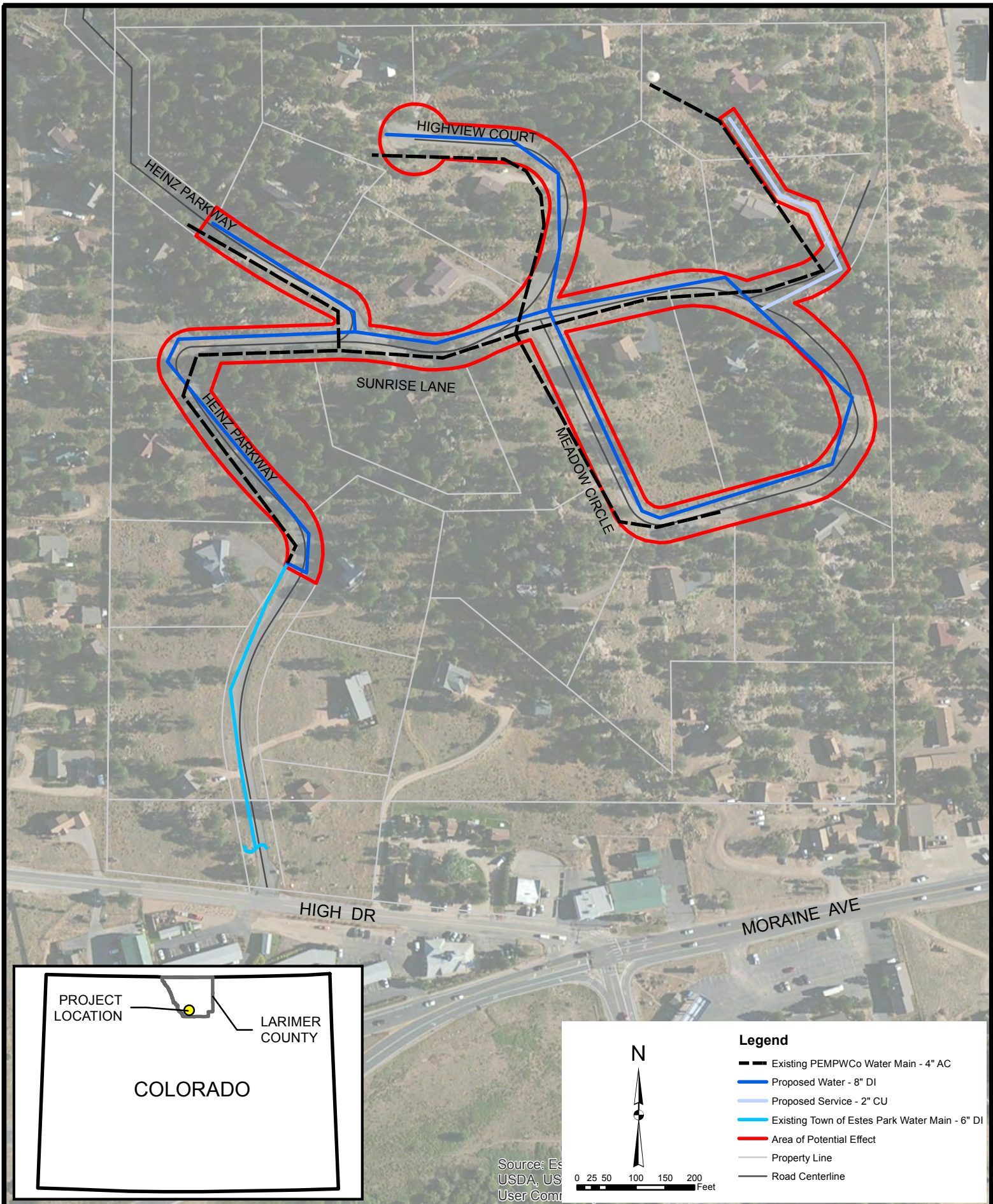
JVA, Incorporated  
 1319 Spruce Street  
 Boulder, CO 80302  
 Phone: 303.444.1951  
 E-mail: info@jvajva.com



**FIGURE 3: PROPOSED PEMPWCo DISTRIBUTION SYSTEM MAP**  
**PROJECT: 2539c - PEMPWCo WATER DISTRIBUTION SYSTEM**  
**DATE: MAY 2016**



JVA, Incorporated  
 1319 Spruce Street  
 Boulder, CO 80302  
 Phone: 303.444.1951  
 E-mail: info@jvaja.com



**FIGURE 1: AREA OF POTENTIAL EFFECT**  
**PROJECT: 2539c - PEMPWCo WATER DISTRIBUTION SYSTEM**  
**DATE: APRIL 2016**



JVA, Incorporated  
 1319 Spruce Street  
 Boulder, CO 80302  
 Phone: 303.444.1951  
 E-mail: info@jvajva.com

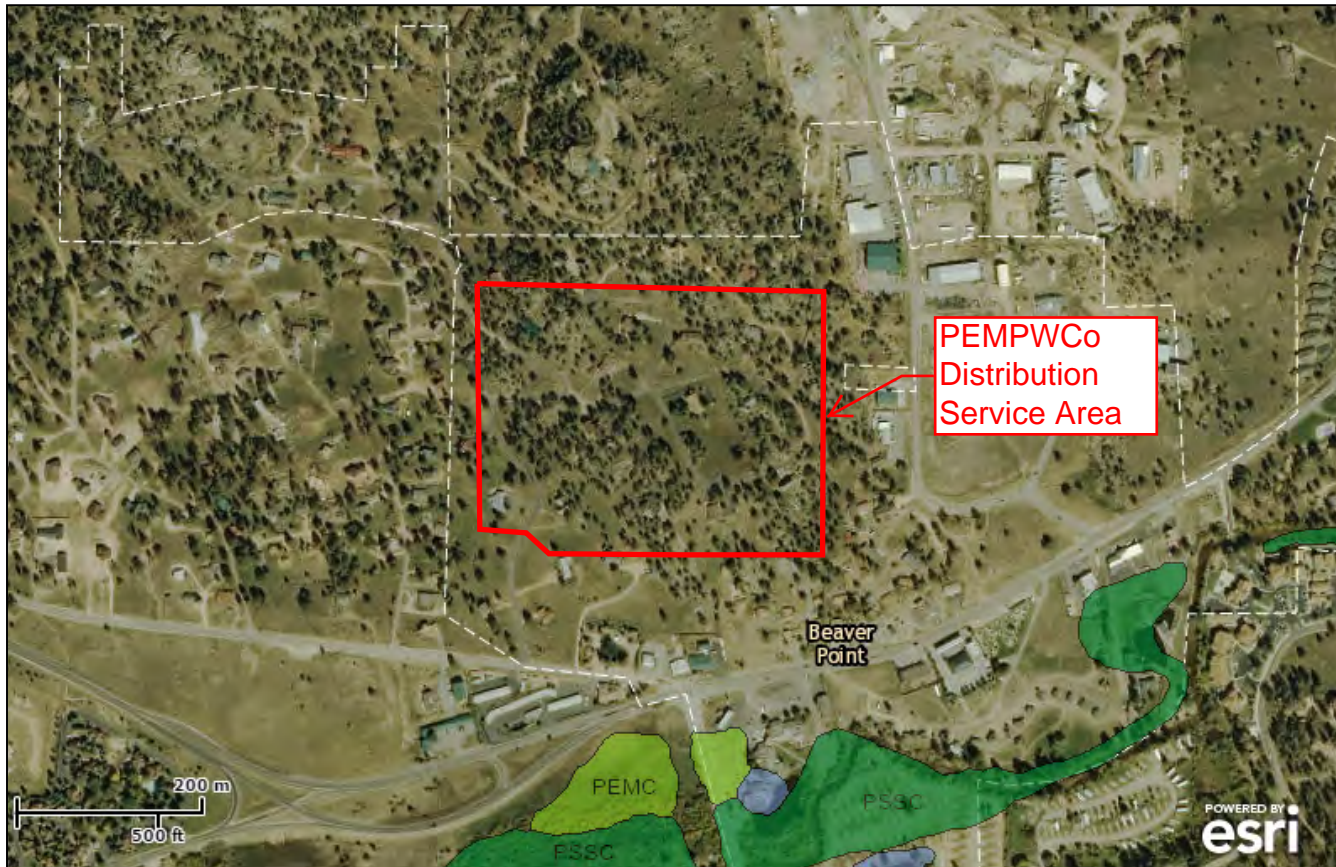




# U.S. Fish and Wildlife Service National Wetlands Inventory

## PEMPWCo Distribution System

May 2, 2016

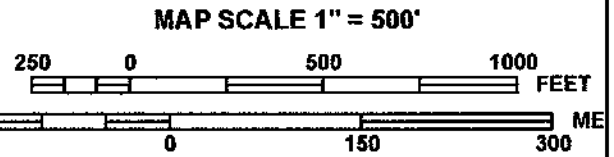
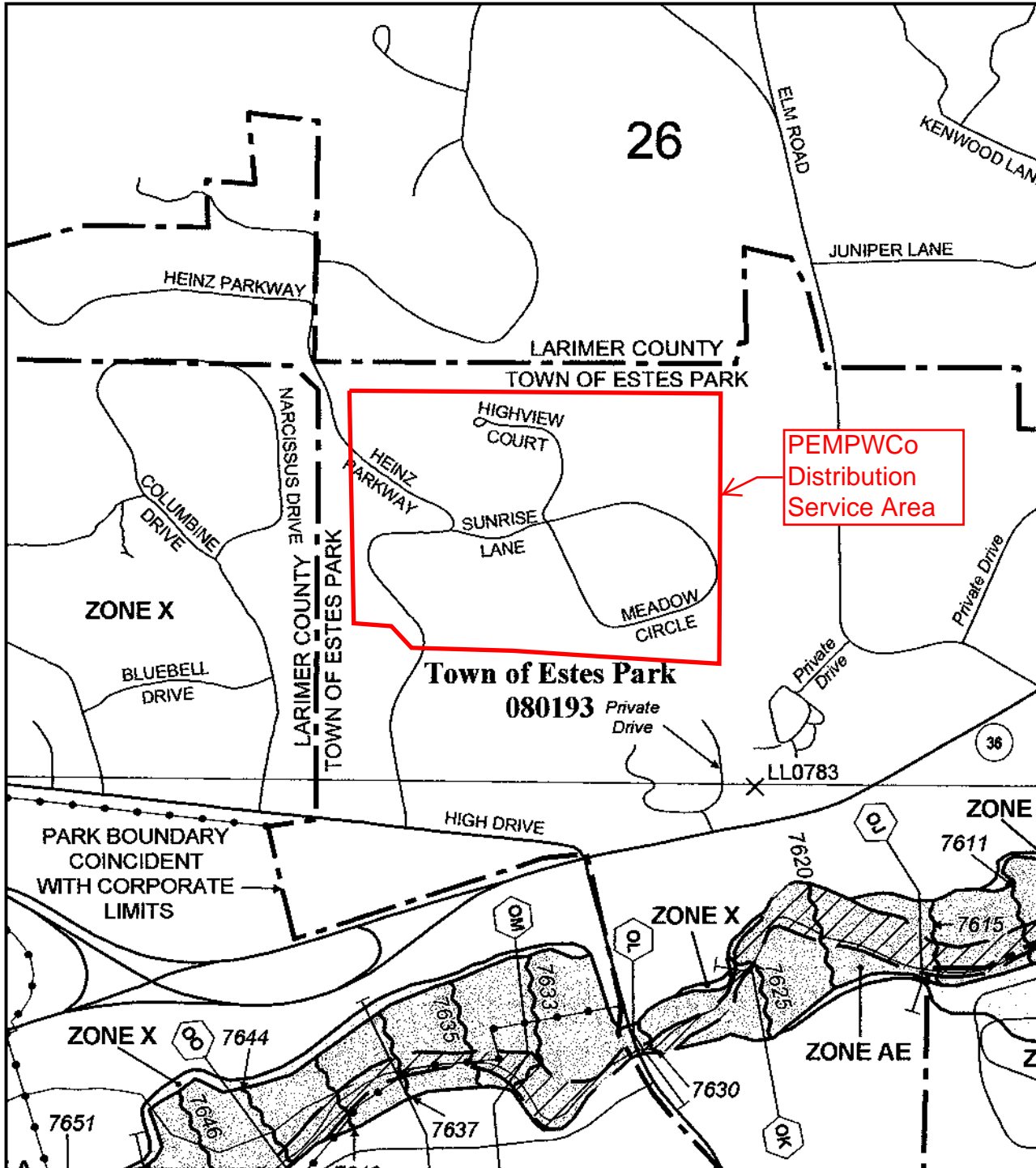


### Wetlands

- Freshwater Emergent
- Freshwater Forested/Shrub
- Estuarine and Marine Deepwater
- Estuarine and Marine
- Freshwater Pond
- Lake
- Riverine
- Other

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

User Remarks:



PANEL 1281F

**FIRM**  
**FLOOD INSURANCE RATE MAP**  
**LARIMER COUNTY,**  
**COLORADO**  
**AND INCORPORATED AREAS**

PANEL 1281 OF 1420

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
ESTES PARK, TOWN OF	080193	1281	F
LARIMER COUNTY	080101	1281	F

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.



MAP NUMBER  
**08069C1281F**

EFFECTIVE DATE  
**DECEMBER 19, 2006**

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at [www.msc.fema.gov](http://www.msc.fema.gov)

# APPENDIX B – AGENCY LETTER RESPONSES

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May 9, 2016

Josh McGibbon, P.E.  
Vice President  
JVA, Incorporated  
25 Old Town Square, Suite 200  
Fort Collins, CO 80524

Re: USDA Environmental Report for the Park Entrance Mutual Pipeline and Water Company Water Distribution System Improvement Project, JVA Job Number: 2539c (CHS #70201)

Dear Mr. McGibbon:

Thank you for your correspondence dated April 29, 2016 and received on May 4, 2016 by our office regarding the consultation of the above-mentioned project under Section 106 of the National Historic Preservation Act (Section 106).

We recommend that the USDA coordinate their National Environmental Policy Act (NEPA) studies with the studies required under Section 106. According to 36 CFR 800.8 of Section 106, "Federal agencies are encouraged to coordinate compliance with Section 106 and the procedures in this part with any steps taken to meet the requirements of the National Environmental Policy Act." Also, Section 110 of the National Historic Preservation Act states that Federal agencies should "coordinate with the earlier phases of any environmental review carried out under the National Environmental Policy Act."

Indeed, the findings from the Section 106 studies can inform the NEPA studies, such as including mitigation measures identified under Section 106 into the NEPA decision document. Once the final Area of Potential Effect (APE) is delineated and the preferred alternative finalized, we will be able to fully complete our reviews under both Section 106 and NEPA, including the assessment of adverse effect.

We have enclosed a flow chart that explains the coordination between Section 106 and NEPA. If we may be of further assistance, please contact Jennifer Bryant, our Section 106 Compliance Manager, at (303) 866-2673.

Sincerely,

A handwritten signature in blue ink, appearing to read "S. Turner".

Steve Turner, AIA  
State Historic Preservation Officer



# United States Department of the Interior



FISH AND WILDLIFE SERVICE  
Colorado Ecological Services Field Office  
P.O. BOX 25486, DENVER FEDERAL CENTER  
DENVER, COLORADO 80225-0486

IN REPLY REFER TO  
TAILS: 06E24000-2016-TA-0695

Ms. Lillian Tolve  
JVA Consulting Engineers  
Boulder, Colorado 80302

MAY 06 2016

Dear Ms. Tolve:

Thank you for your letter of April 29, 2016, which we received on May 04, 2016, to the U.S. Fish and Wildlife Service (Service) regarding the **Park Entrance Mutual Pipeline and Water Company Water Distribution System Improvement** project (Project) located in the town of Estes Park, in Larimer County, Colorado.

Based on the information presented in your letter, it was identified that the Project may involve a discretionary Federal involvement or control over the action (federal nexus) with the USDA Rural Development (action agency). Section 7(a)(2) of the Endangered Species Act as amended (16 U.S.C. 1531 et seq.) requires Federal agencies to insure that any action they authorize, fund, or carry-out is not likely to jeopardize the continued existence of any endangered or threatened species ("listed species") or result in the destruction or adverse modification of critical habitat. In fulfilling these requirements (50 CFR §402), the action agency must use the best scientific and commercial data available to review their actions and make one of the following determinations:

- **No effect.** The appropriate conclusion when the action agency determines its proposed action will not affect listed species or critical habitat.
- **May Effect - Is not likely to adversely affect.** The appropriate conclusion when effects on listed species are expected to be discountable, or insignificant, or completely beneficial.
- **May Effect - Is likely to adversely affect.** The appropriate conclusion if any adverse effect to listed species may occur as a direct or indirect result of the proposed action or its interrelated or interdependent actions, and the effect is not: discountable, insignificant, or beneficial.

The Service uses the agency's determination and documentation along with any other available information to decide if concurrence with the agency's determination is warranted. The information provided in your letter did not include this information. In order for us to assist on this project, please provide the above mentioned information. To help expedite the process, please include the consultation tracking number in the header of this letter with your response.

Sincerely,

Drue L. Deberry  
Acting Colorado Field Supervisor



**COLORADO**  
 Department of Public  
 Health & Environment

Dedicated to protecting and improving the health and environment of the people of Colorado

May 9, 2016

Josh McGibbon, P.E.  
 JVA, Consulting Engineers  
 25 Old Town Square, Suite 100  
 Fort Collins, CO 80524

Re: PEMPWCo Water Distribution System Improvement Project

Dear Mr. McGibbon,

The Colorado Department of Public Health and Environment has the following comment on the distribution system asbestos cement pipe replacement project PEMPWCo Job No. 2539c. The Air Pollution Control Commission has regulations regarding the appropriate removal and handling of asbestos. For additional information, please visit [www.colorado.gov/cdphe/asbestos](http://www.colorado.gov/cdphe/asbestos). The Division must also be notified of abatement or demolition activities prior to beginning any work in the case of asbestos. If you have any questions about Colorado's asbestos regulations or are unsure whether you are subject to them please call the Indoor Environment Program at **303-692-3100**.

In addition, we do suggest that the applicant comply with all state and federal environmental rules and regulations. This may require the applicant or its contractor to obtain a permit for certain regulated activities before you can emit or discharge a pollutant into the air or water, dispose of hazardous waste or engage in certain regulated activities.

Please contact Kent Kuster at 303-692-3662 with any questions.

Sincerely,

Kent Kuster

Digitally signed by Kent Kuster  
 DN: cn=Kent Kuster, o=CDPHE,  
 ou=EDO,  
 email=kent.kuster@state.co.us,  
 c=US  
 Date: 2016.05.09 07:48:08 -0600

Kent Kuster  
 Environmental Specialist  
 Colorado Department of Public Health and Environment





May 23, 2016

Josh McGibbon, Vice President  
JVA, Incorporated  
25 Old Town Square, Suite 200  
Fort Collins, CO 80524

RE: Park Entrance Mutual Pipeline and Water Company Water Distribution System  
Improvement Project

Dear Mr. McGibbon:

This letter is in response to your letter dated April 29, 2016. Your letter described certain improvements proposed to be made to the distribution system of the Park Entrance Mutual Pipeline and Water Company (PEMPWCo). Your letter states that the PEMPWCo is located within the Town of Estes Park (Town) and receives its water supply from the Town. PEMPWCo delivers water to 18 single family homes located within the SW ¼ of Section 26, Township 5 North, Range 73 West, 6<sup>th</sup> PM.

Based on the information in your letter the Colorado Division of Water Resources has no concerns with the PEMPWCo proposed water distribution system improvements.

Please do not hesitate to contact me if you have any questions.

Regards,

David L. Nettles, P.E.  
Division Engineer

Ec: Jean Lever, Water Commissioner  
Mike Hein, Assistant Division Engineer  
Laserfiche File WDID 04000518





DEPARTMENT OF THE ARMY  
CORPS OF ENGINEERS, OMAHA DISTRICT  
DENVER REGULATORY OFFICE, 9307 SOUTH WADSWORTH BOULEVARD  
LITTLETON, COLORADO 80128-6901

**RE: Section 404 of the Clean Water Act Initial Comments**

To whom it concerns:

In accordance with Section 404 of the Clean Water Act, the Corps of Engineers regulates the discharge of dredged or fill material, and any excavation associated with a dredged or fill project, either temporary or permanent, into waters of the United States (WOUS). You should notify this office if the project proposed falls within these regulated activities because the project may require a Department of the Army Section 404 permit.

A WOUS may include ephemeral and/or perennial streams, wetlands, lakes, ponds, drainage ditches and irrigation ditches. A wetland delineation must be conducted, and verified by the Corps of Engineers, using the methods outlined in the *Corps of Engineers Wetlands Delineation Manual* (Environmental Laboratory 1987) and *Regional Supplement to the Corps of Engineers Wetland Delineation Manual*: (using applicable Regional Supplement) to determine wetlands based on the presence of three wetland indicators: hydrophytic vegetation, hydric soils, and wetland hydrology. Wetland delineations must be conducted in the field by a qualified environmental consultant and any aquatic resource boundaries must be identified accordingly. Once the aquatic resources have been identified, only this office can determine if they are WOUS. Please note that development of the upland areas, avoiding stream and wetland resources, does not require authorization from this office.

Nationwide Permits (NWP) authorize common types of fill activities in WOUS that will result in a minimal adverse effect to the environment. Descriptions of the 52 types of nationwide permit activities and their general conditions can be found on our website:

<http://www.nwo.usace.army.mil/Missions/RegulatoryProgram/Colorado.aspx>.

Some fill activities require notifying the Corps before starting work. Also, some types/sizes of work may require additional information or mitigation.

Regional General Permits (RGP) authorize specific types of fill activities in WOUS that will result in a minimal adverse effect to the environment. Descriptions of the 4 types of regional general permit activities and their general conditions can be found on our website:

<http://www.nwo.usace.army.mil/Missions/RegulatoryProgram/Colorado/RegionalGeneralPermits.aspx>. These fill activities require notifying the Corps before starting work, and possibly other local or state agencies. Also, some types/sizes of work may require additional information or mitigation. Please note several of the RGP's are applicant and location specific.



Individual permits may authorize fill activities that are not covered under the NWP or Regional General Permits (RGP's). This permit will be processed through the public interest review procedures, including public notice and receipt of comments. An alternative analysis (AA) must be provided with this permit action. The AA must contain an evaluation of environmental impacts for a range of alternatives. These alternatives should include the preferred action, no action alternative, and other action alternatives that would be the identified project purpose. Other action alternatives should include other practicable (with regards to cost, logistics, and technology) that meet the overall project purpose. The alternatives could include offsite alternatives and alternative designs. When evaluating individual permit applications, the Corps can only issue a permit for the least environmentally damaging practicable alternative (LEDPA). In some cases, the LEDPA may not be the applicant's preferred action. The individual permit application form and form instructions can be found on our website: <http://www.usace.army.mil/Missions/CivilWorks/RegulatoryProgramandPermits/ObtainPermit.aspx>.

If the activity requires a Department of the Army permit as a result of any impacts to WOUS or any earth disturbances within that resource, a federal action will occur. For the Corps to make a permit decision, the applicant must provide enough information to demonstrate compliance with Section 106 of the National Historic Preservation Act (NHPA) and Section 7 of the Endangered Species Act (ESA).

The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to WOUS to the maximum extent practicable at the project site. Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal. Any loss of an aquatic site may require mitigation. Mitigation requirements will be determined during the Department of the Army permitting review.

If the information that was submitted could impact WOUS, which are jurisdictional resources, this office should be notified. If a section 404 permit is required, work in an aquatic site should be identified by the proponent of the project and be shown on a map identifying the Quarter Section, Township, Range and County, Latitude and Longitude, Decimal Degrees (example 39.55555; -104.55555) and the dimensions of work in each aquatic site.

If there are any questions, please call the Denver Regulatory Office at 303-979-4120.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kiel Downing', with a long horizontal stroke extending to the right.

Kiel Downing  
Chief, Denver Regulatory Office

Enclosures:  
-PCN Requirements



## Pre-Construction Notification (PCN) Requirements

(Nationwide Permit General Condition No. 31  
from the February 21, 2012 Federal Register)

**US Army Corps of Engineers,  
Omaha District, Denver Regulatory Office  
9307 South Wadsworth Blvd,  
Littleton, CO 80128  
Phone: (303) 979-4120**

**Website: <http://www.nwo.usace.army.mil/Missions/RegulatoryProgram/Colorado.aspx>**

### Contents of Pre-Construction Notification:

The PCN must be in writing and include the following information:

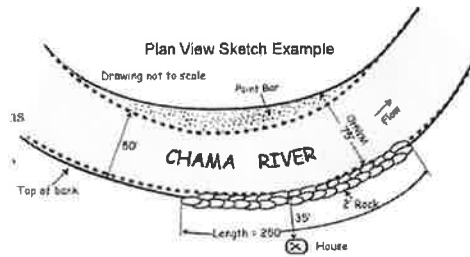
- (1) Name, address and telephone numbers of the prospective permittee;
- (2) Location of the proposed project;
- (3) A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause, including the anticipated amount of loss of water of the United States expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. The description should be sufficiently detailed to allow the district engineer to determine that the adverse effects of the project will be minimal and to determine the need for compensatory mitigation. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the project and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);
- (4) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many waters of the United States. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;
- (5) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse effects are minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.
- (6) If any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, for non-Federal applicants the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed work or utilize the designated critical habitat that may be affected by the proposed work. Federal applicants must provide documentation demonstrating compliance with the Endangered Species Act; and
- (7) For an activity that may affect a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, for non-Federal applicants the PCN must state which historic property may be affected by the proposed work or include a vicinity map indicating the location of the historic property. Federal applicants must provide documentation demonstrating compliance with Section 106 of the National Historic Preservation Act.

(8) Attach map and sketches- examples shown here.

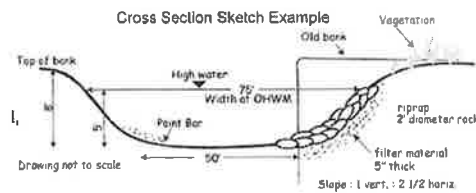
**Location Map:** Photocopy from road or topo map; indicate site location, any landmarks, etc.



**Plan View Sketch:** “Bird’s-eye view”; include all features- distances, length and width; dimensions of features and stream/wetlands.



**Cross Section Sketch:** “Cut away view”; include heights, widths of structures, channel, wetland, bank slopes, etc.



# APPENDIX C – IPAC REPORT AND OFFICIAL SPECIES LIST

---

# PEMPWCo Water Distribution System Improvement Project

## *IPaC Trust Resources Report*

Generated May 10, 2016 12:50 PM MDT, IPaC v3.0.7

This report is for informational purposes only and should not be used for planning or analyzing project level impacts. For project reviews that require U.S. Fish & Wildlife Service review or concurrence, please return to the IPaC website and request an official species list from the Regulatory Documents page.



# Table of Contents

IPaC Trust Resources Report .....	<a href="#"><u>1</u></a>
Project Description .....	<a href="#"><u>1</u></a>
Endangered Species .....	<a href="#"><u>2</u></a>
Migratory Birds .....	<a href="#"><u>6</u></a>
Refuges & Hatcheries .....	<a href="#"><u>9</u></a>
Wetlands .....	<a href="#"><u>10</u></a>

U.S. Fish & Wildlife Service

# IPaC Trust Resources Report



NAME

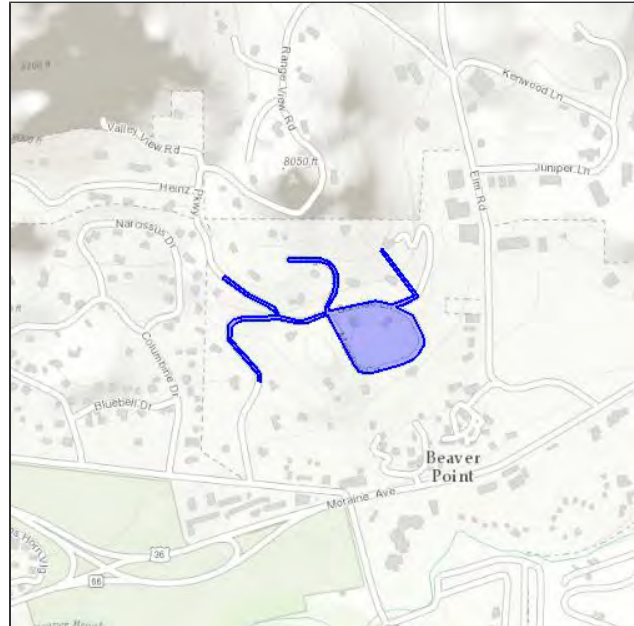
PEMPWCo Water Distribution System  
Improvement Project

LOCATION

Larimer County, Colorado

IPAC LINK

[https://ecos.fws.gov/ipac/project/  
N6ZAP-D4KNR-C2RMV-HEXFW-BBZRIY](https://ecos.fws.gov/ipac/project/N6ZAP-D4KNR-C2RMV-HEXFW-BBZRIY)



## U.S. Fish & Wildlife Service Contact Information

Trust resources in this location are managed by:

### Colorado Ecological Services Field Office

Denver Federal Center

P.o. Box 25486

Denver, CO 80225-486

(303) 236-4773



## Endangered Species

Proposed, candidate, threatened, and endangered species are managed by the [Endangered Species Program](#) of the U.S. Fish & Wildlife Service.

**This USFWS trust resource report is for informational purposes only and should not be used for planning or analyzing project level impacts.**

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list from the Regulatory Documents section.

[Section 7](#) of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency.

**A letter from the local office and a species list which fulfills this requirement can only be obtained by requesting an official species list either from the Regulatory Documents section in IPaC or from the local field office directly.**

The list of species below are those that may occur or could potentially be affected by activities in this location:

## Birds

### **Least Tern** *Sterna antillarum* Endangered

THIS SPECIES ONLY NEEDS TO BE CONSIDERED IF THE FOLLOWING CONDITION APPLIES

Water-related activities/use in the N. Platte, S. Platte and Laramie River Basins may affect listed species in Nebraska.

CRITICAL HABITAT

**No critical habitat** has been designated for this species.

[http://ecos.fws.gov/tess\\_public/profile/speciesProfile.action?spcode=B07N](http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B07N)

### **Mexican Spotted Owl** *Strix occidentalis lucida* Threatened

CRITICAL HABITAT

There is **final** critical habitat designated for this species.

[http://ecos.fws.gov/tess\\_public/profile/speciesProfile.action?spcode=B074](http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B074)

### **Piping Plover** *Charadrius melodus* Threatened

THIS SPECIES ONLY NEEDS TO BE CONSIDERED IF THE FOLLOWING CONDITION APPLIES

Water-related activities/use in the N. Platte, S. Platte and Laramie River Basins may affect listed species in Nebraska.

CRITICAL HABITAT

There is **final** critical habitat designated for this species.

[http://ecos.fws.gov/tess\\_public/profile/speciesProfile.action?spcode=B079](http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B079)

### **Whooping Crane** *Grus americana* Endangered

THIS SPECIES ONLY NEEDS TO BE CONSIDERED IF THE FOLLOWING CONDITION APPLIES

Water-related activities/use in the N. Platte, S. Platte and Laramie River Basins may affect listed species in Nebraska.

CRITICAL HABITAT

There is **final** critical habitat designated for this species.

[http://ecos.fws.gov/tess\\_public/profile/speciesProfile.action?spcode=B003](http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=B003)

## Fishes

### **Greenback Cutthroat Trout** *Oncorhynchus clarki stomias* Threatened

CRITICAL HABITAT

**No critical habitat** has been designated for this species.

[http://ecos.fws.gov/tess\\_public/profile/speciesProfile.action?spcode=E00F](http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=E00F)

### **Pallid Sturgeon** *Scaphirhynchus albus* Endangered

THIS SPECIES ONLY NEEDS TO BE CONSIDERED IF THE FOLLOWING CONDITION APPLIES

Water-related activities/use in the N. Platte, S. Platte and Laramie River Basins may affect listed species in Nebraska.

CRITICAL HABITAT

**No critical habitat** has been designated for this species.

[http://ecos.fws.gov/tess\\_public/profile/speciesProfile.action?spcode=E06X](http://ecos.fws.gov/tess_public/profile/speciesProfile.action?spcode=E06X)

## Flowering Plants

**Colorado Butterfly Plant** *Gaura neomexicana* var. *coloradensis* Threatened

CRITICAL HABITAT

There is **final** critical habitat designated for this species.

[http://ecos.fws.gov/tess\\_public/profile/speciesProfile.action?sPCODE=Q0VV](http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=Q0VV)

**North Park Phacelia** *Phacelia formosula* Endangered

CRITICAL HABITAT

**No critical habitat** has been designated for this species.

[http://ecos.fws.gov/tess\\_public/profile/speciesProfile.action?sPCODE=Q204](http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=Q204)

**Ute Ladies'-tresses** *Spiranthes diluvialis* Threatened

CRITICAL HABITAT

**No critical habitat** has been designated for this species.

[http://ecos.fws.gov/tess\\_public/profile/speciesProfile.action?sPCODE=Q2WA](http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=Q2WA)

**Western Prairie Fringed Orchid** *Platanthera praeclara* Threatened

THIS SPECIES ONLY NEEDS TO BE CONSIDERED IF THE FOLLOWING CONDITION APPLIES

Water-related activities/use in the N. Platte, S. Platte and Laramie River Basins may affect listed species in Nebraska.

CRITICAL HABITAT

**No critical habitat** has been designated for this species.

[http://ecos.fws.gov/tess\\_public/profile/speciesProfile.action?sPCODE=Q2YD](http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=Q2YD)

## Insects

**Arapahoe Snowfly** *Arsapnia arapahoe* Candidate

CRITICAL HABITAT

**No critical habitat** has been designated for this species.

[http://ecos.fws.gov/tess\\_public/profile/speciesProfile.action?sPCODE=I0W0](http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=I0W0)

## Mammals

**Canada Lynx** *Lynx canadensis* Threatened

CRITICAL HABITAT

There is **final** critical habitat designated for this species.

[http://ecos.fws.gov/tess\\_public/profile/speciesProfile.action?sPCODE=A073](http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=A073)

**Preble's Meadow Jumping Mouse** *Zapus hudsonius preblei* Threatened

CRITICAL HABITAT

There is **final** critical habitat designated for this species.

[http://ecos.fws.gov/tess\\_public/profile/speciesProfile.action?sPCODE=A0C2](http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=A0C2)

## Critical Habitats

**There are no critical habitats in this location**

## Migratory Birds

Birds are protected by the [Migratory Bird Treaty Act](#) and the [Bald and Golden Eagle Protection Act](#).

Any activity that results in the take of migratory birds or eagles is prohibited unless authorized by the U.S. Fish & Wildlife Service.<sup>[1]</sup> There are no provisions for allowing the take of migratory birds that are unintentionally killed or injured.

Any person or organization who plans or conducts activities that may result in the take of migratory birds is responsible for complying with the appropriate regulations and implementing appropriate conservation measures.

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1. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

Additional information can be found using the following links:

- Birds of Conservation Concern  
<http://www.fws.gov/birds/management/managed-species/birds-of-conservation-concern.php>
- Conservation measures for birds  
<http://www.fws.gov/birds/management/project-assessment-tools-and-guidance/conservation-measures.php>
- Year-round bird occurrence data  
<http://www.birdscanada.org/birdmon/default/datasummaries.jsp>

The following species of migratory birds could potentially be affected by activities in this location:

<b>American Bittern</b> <i>Botaurus lentiginosus</i>	Bird of conservation concern
Season: Breeding <a href="http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B0F3">http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B0F3</a>	
<b>Bald Eagle</b> <i>Haliaeetus leucocephalus</i>	Bird of conservation concern
Year-round <a href="http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B008">http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B008</a>	
<b>Black Rosy-finch</b> <i>Leucosticte atrata</i>	Bird of conservation concern
Year-round <a href="http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B0J4">http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B0J4</a>	
<b>Black Swift</b> <i>Cypseloides niger</i>	Bird of conservation concern
Season: Breeding <a href="http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B0FW">http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B0FW</a>	

<b>Brewer's Sparrow</b> <i>Spizella breweri</i> Season: Breeding <a href="http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B0HA">http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B0HA</a>	Bird of conservation concern
<b>Brown-capped Rosy-finch</b> <i>Leucosticte australis</i> Season: Wintering	Bird of conservation concern
<b>Cassin's Finch</b> <i>Carpodacus cassinii</i> Year-round <a href="http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B0J6">http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B0J6</a>	Bird of conservation concern
<b>Ferruginous Hawk</b> <i>Buteo regalis</i> Year-round <a href="http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B06X">http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B06X</a>	Bird of conservation concern
<b>Flammulated Owl</b> <i>Otus flammeolus</i> Season: Breeding <a href="http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B0DK">http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B0DK</a>	Bird of conservation concern
<b>Golden Eagle</b> <i>Aquila chrysaetos</i> Year-round <a href="http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B0DV">http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B0DV</a>	Bird of conservation concern
<b>Lewis's Woodpecker</b> <i>Melanerpes lewis</i> Season: Breeding <a href="http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B0HQ">http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B0HQ</a>	Bird of conservation concern
<b>Loggerhead Shrike</b> <i>Lanius ludovicianus</i> Season: Breeding <a href="http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B0FY">http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B0FY</a>	Bird of conservation concern
<b>Long-billed Curlew</b> <i>Numenius americanus</i> Season: Breeding <a href="http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B06S">http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B06S</a>	Bird of conservation concern
<b>Peregrine Falcon</b> <i>Falco peregrinus</i> Season: Breeding <a href="http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B0FU">http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B0FU</a>	Bird of conservation concern
<b>Prairie Falcon</b> <i>Falco mexicanus</i> Year-round <a href="http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B0ER">http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B0ER</a>	Bird of conservation concern
<b>Sage Thrasher</b> <i>Oreoscoptes montanus</i> Season: Breeding <a href="http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B0ID">http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B0ID</a>	Bird of conservation concern
<b>Short-eared Owl</b> <i>Asio flammeus</i> Season: Wintering <a href="http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B0HD">http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B0HD</a>	Bird of conservation concern

**Swainson's Hawk** *Buteo swainsoni*

Season: Breeding

[http://ecos.fws.gov/tess\\_public/profile/speciesProfile.action?sPCODE=B070](http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B070)

Bird of conservation concern

**Veery** *Catharus fuscescens*

Season: Breeding

Bird of conservation concern

**Virginia's Warbler** *Vermivora virginiae*

Season: Breeding

[http://ecos.fws.gov/tess\\_public/profile/speciesProfile.action?sPCODE=B01L](http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B01L)

Bird of conservation concern

**Western Grebe** *aechmophorus occidentalis*

Season: Breeding

[http://ecos.fws.gov/tess\\_public/profile/speciesProfile.action?sPCODE=B0EA](http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B0EA)

Bird of conservation concern

**Williamson's Sapsucker** *Sphyrapicus thyroideus*

Season: Breeding

[http://ecos.fws.gov/tess\\_public/profile/speciesProfile.action?sPCODE=B0FX](http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B0FX)

Bird of conservation concern

**Willow Flycatcher** *Empidonax traillii*

Season: Breeding

[http://ecos.fws.gov/tess\\_public/profile/speciesProfile.action?sPCODE=B0F6](http://ecos.fws.gov/tess_public/profile/speciesProfile.action?sPCODE=B0F6)

Bird of conservation concern

## Wildlife refuges and fish hatcheries

Refuge and fish hatchery data is unavailable at this time.



# Wetlands in the National Wetlands Inventory

Impacts to [NWI wetlands](#) and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local [U.S. Army Corps of Engineers District](#).

## DATA LIMITATIONS

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

## DATA EXCLUSIONS

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tubercid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

## DATA PRECAUTIONS

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

**There are no wetlands in this location**



## United States Department of the Interior



FISH AND WILDLIFE SERVICE  
Colorado Ecological Services Field Office  
134 UNION BOULEVARD, SUITE 670  
LAKEWOOD, CO 80228

PHONE: (303)236-4773 FAX: (303)236-4005

URL: [www.fws.gov/coloradoES](http://www.fws.gov/coloradoES); [www.fws.gov/platterriver](http://www.fws.gov/platterriver)

Consultation Code: 06E24000-2016-SLI-0705

May 10, 2016

Event Code: 06E24000-2016-E-01094

Project Name: PEMPWCo Water Distribution System Improvement Project

Subject: List of threatened and endangered species that may occur in your proposed project location, and/or may be affected by your proposed project

### To Whom It May Concern:

The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the ECOS-IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the ECOS-IPaC system by completing the same process used to receive the enclosed list.

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 *et seq.*), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2)(c)). For projects other than major construction activities, the Service suggests that a biological evaluation similar to a Biological Assessment be prepared to determine whether the project may affect listed or proposed species and/or designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If a Federal agency determines, based on the Biological Assessment or biological evaluation, that listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Service recommends that candidate species, proposed species and proposed critical habitat be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at:

<http://www.fws.gov/endangered/esa-library/pdf/TOC-GLOS.PDF>

Please be aware that bald and golden eagles are protected under the Bald and Golden Eagle Protection Act (16 U.S.C. 668 *et seq.*), and projects affecting these species may require development of an eagle conservation plan ([http://www.fws.gov/windenergy/eagle\\_guidance.html](http://www.fws.gov/windenergy/eagle_guidance.html)). Additionally, wind energy projects should follow the wind energy guidelines (<http://www.fws.gov/windenergy/>) for minimizing impacts to migratory birds and bats.

Guidance for minimizing impacts to migratory birds for projects including communications towers (e.g., cellular, digital television, radio, and emergency broadcast) can be found at: <http://www.fws.gov/migratorybirds/CurrentBirdIssues/Hazards/towers/towers.htm>; <http://www.towerkill.com>; and <http://www.fws.gov/migratorybirds/CurrentBirdIssues/Hazards/towers/comtow.html>.

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. Please include the Consultation Tracking Number in the header of this letter with any request for consultation or correspondence about your project that you submit to our office.

Attachment



United States Department of Interior  
Fish and Wildlife Service

Project name: PEMPWCo Water Distribution System Improvement Project

## Official Species List

### Provided by:

Colorado Ecological Services Field Office

DENVER FEDERAL CENTER

P.O. BOX 25486

DENVER, CO 80225

(303) 236-4773

<http://www.fws.gov/coloradoES>

<http://www.fws.gov/platteriver>

**Consultation Code:** 06E24000-2016-SLI-0705

**Event Code:** 06E24000-2016-E-01094

**Project Type:** WATER SUPPLY / DELIVERY

**Project Name:** PEMPWCo Water Distribution System Improvement Project

**Project Description:** The project is located in the Town of Estes Park (Town), Larimer County, Colorado. The planning area for the distribution system is generally described as Block One of the Park Entrance Estates subdivision limits. The proposed project is needed to construct a functional replacement of Park Entrance Mutual Pipeline and Water Company's (PEMPWCo) aging drinking water distribution system.

The existing PEMPWCo distribution system consists of approximately 3,000 linear feet of 4-inch asbestos cement (AC) pipe, one mainline valve, one fire hydrant, one master meter at the entrance to the community, and water meters in each of the residences. There is not adequate fire protection, looping, or maintenance flushing to reduce disinfection by-products (DBPs).

The existing PEMPWCo distribution system has exceeded the life expectancy for AC pipe of 40 to 60 years. Breaks and leaks are expected to increase for the system. PEMPWCo does not have maintenance employees and therefore must hire a contractor for any breaks or leaks. AC pipe is very brittle and cracks under stress from external loads, and is only available in four foot pipe lengths, so there is a joint every four feet along the pipeline's alignment. Each joint has the potential to be a weak spot along the pipeline which can contribute to leaks. In addition, PEMPWCo's 4-inch distribution system was not designed for adequate fire flow for the community. Also, there is only one mainline valve and one fire hydrant in the 3,000 linear feet of distribution piping.



United States Department of Interior  
Fish and Wildlife Service

Project name: PEMPWCo Water Distribution System Improvement Project

The recommended alternative is to replace the distribution system with include approximately 3,500 linear feet of 8-inch DIP, approximately 500 linear feet of 2-inch copper service, isolation valves, and six fire hydrants. The required fire flows for the mostly dead-end mains will be achieved with the installation of 8-inch diameter pipe. The proposed 8-inch main will also loop completely around Meadow Circle, to avoid a dead-end main and to allow for better flow through the distribution and minimize water-age. The potable water supply will continue to be provided by the Town of Estes Park.

Per Town of Estes Park Water Department Standards, the ductile iron water main will be placed in the right-of-way. The valves will be spaced at a maximum of 600 feet along the main. Any tees will have two valves and any crosses will have three valves. A valve will also be placed at each fire hydrant. Fire hydrants will be located as directed by the Town's Fire Chief. Fire hydrants will be 6-inches and will be located at the tee from the main line, and placed at a maximum spacing of 500 feet in residential areas. Fire hydrants located at dead-ends may be used as blow-offs for system flushing and maintenance.

The existing AC pipe will be abandoned in place. The master meter at the entrance to PEMPWCo will also be abandoned, as it will not be necessary for the proposed system. The meters at each household in the community will be replaced with new Town meters inside each household to measure each home's water usage.

The proposed replacement of PEMPWCo's distribution system will not have long term environmental impacts as it is an in-kind replacement of an existing system. Any impacts during construction will be mitigated. A construction phase stormwater management plan will be in place to mitigate the potential of runoff carrying loose excavation soils to the Big Thompson River. The proposed project is not located in the 100-year or the 500-year floodplain or near any wetlands. Per Town of Estes Park Water Department Standards, the ductile iron water main will be placed in the existing right-of-way, so there will be no additional land requirements.

It is anticipated that design of the proposed distribution system improvements will commence in August 2016. The Construction Application will be submitted to CDPHE in October 2016. Bidding is expected in February 2017 with Construction completion in August 2017.



United States Department of Interior  
Fish and Wildlife Service

Project name: PEMPWCo Water Distribution System Improvement Project

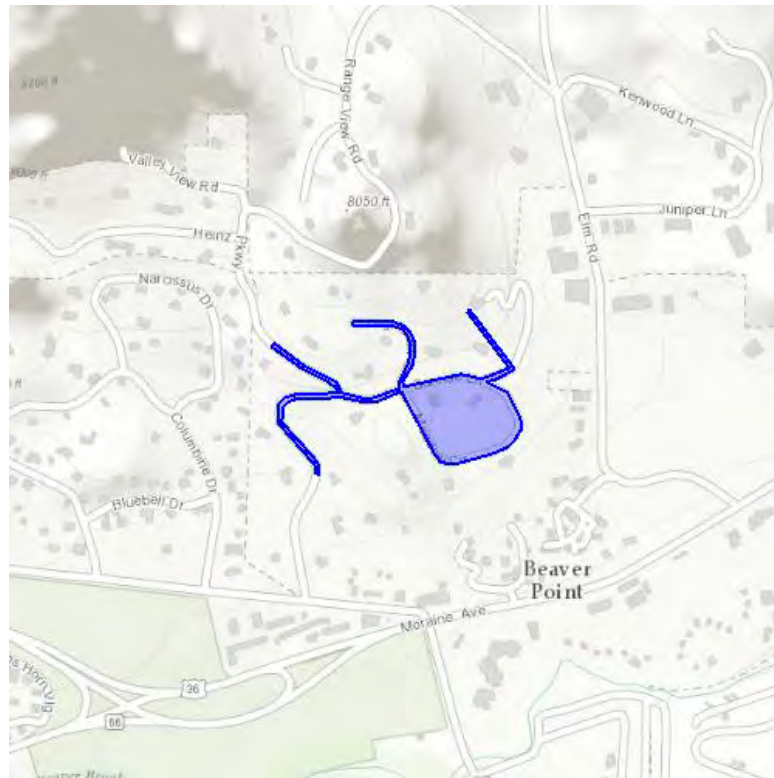
**Please Note:** The FWS office may have modified the Project Name and/or Project Description, so it may be different from what was submitted in your previous request. If the Consultation Code matches, the FWS considers this to be the same project. Contact the office in the 'Provided by' section of your previous Official Species list if you have any questions or concerns.



United States Department of Interior  
Fish and Wildlife Service

Project name: PEMPWCo Water Distribution System Improvement Project

### Project Location Map:



**Project Coordinates:** The coordinates are too numerous to display here.

**Project Counties:** Larimer, CO



United States Department of Interior  
Fish and Wildlife Service

Project name: PEMPWCo Water Distribution System Improvement Project

## Endangered Species Act Species List

There are a total of 13 threatened, endangered, or candidate species on your species list. Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species. Note that 5 of these species should be considered only under certain conditions. Critical habitats listed under the **Has Critical Habitat** column may or may not lie within your project area. See the **Critical habitats within your project area** section further below for critical habitat that lies within your project. Please contact the designated FWS office if you have questions.

Birds	Status	Has Critical Habitat	Condition(s)
Least tern ( <i>Sterna antillarum</i> ) Population: interior pop.	Endangered		Water-related activities/use in the N. Platte, S. Platte and Laramie River Basins may affect listed species in Nebraska.
Mexican Spotted owl ( <i>Strix occidentalis lucida</i> ) Population: Entire	Threatened	Final designated	
Piping Plover ( <i>Charadrius melodus</i> ) Population: except Great Lakes watershed	Threatened	Final designated	Water-related activities/use in the N. Platte, S. Platte and Laramie River Basins may affect listed species in Nebraska.
Whooping crane ( <i>Grus americana</i> ) Population: except where EXPN	Endangered	Final designated	Water-related activities/use in the N. Platte, S. Platte and Laramie River Basins may affect listed





United States Department of Interior  
Fish and Wildlife Service

Project name: PEMPWCo Water Distribution System Improvement Project

			species in Nebraska.
<b>Fishes</b>			
Greenback Cutthroat trout ( <i>Oncorhynchus clarki stomias</i> ) Population: Entire	Threatened		
Pallid sturgeon ( <i>Scaphirhynchus albus</i> ) Population: Entire	Endangered		Water-related activities/use in the N. Platte, S. Platte and Laramie River Basins may affect listed species in Nebraska.
<b>Flowering Plants</b>			
Colorado Butterfly plant ( <i>Gaura neomexicana</i> var. <i>coloradensis</i> )	Threatened	Final designated	
North Park phacelia ( <i>Phacelia formosula</i> )	Endangered		
Ute ladies'-tresses ( <i>Spiranthes diluvialis</i> )	Threatened		
Western Prairie Fringed Orchid ( <i>Platanthera praeclara</i> )	Threatened		Water-related activities/use in the N. Platte, S. Platte and Laramie River Basins may affect listed species in Nebraska.
<b>Insects</b>			
Arapahoe Snowfly ( <i>Arsapnia arapahoe</i> )	Candidate		
<b>Mammals</b>			



United States Department of Interior  
Fish and Wildlife Service

Project name: PEMPWCo Water Distribution System Improvement Project

Canada Lynx ( <i>Lynx canadensis</i> ) Population: Contiguous U.S. DPS	Threatened	Final designated	
Preble's meadow jumping mouse ( <i>Zapus hudsonius preblei</i> ) Population: wherever found	Threatened	Final designated	



United States Department of Interior  
Fish and Wildlife Service

Project name: PEMPWCo Water Distribution System Improvement Project

## **Critical habitats that lie within your project area**

There are no critical habitats within your project area.



United States Department of Interior  
Fish and Wildlife Service

Project name: PEMPWCo Water Distribution System Improvement Project

## **Appendix A: FWS National Wildlife Refuges and Fish Hatcheries**

There are no refuges or fish hatcheries within your project area.



United States Department of Interior  
Fish and Wildlife Service

Project name: PEMPWCo Water Distribution System Improvement Project

## Appendix B: FWS Migratory Birds

The protection of birds is regulated by the Migratory Bird Treaty Act (MBTA) and the Bald and Golden Eagle Protection Act (BGEPA). Any activity, intentional or unintentional, resulting in take of migratory birds, including eagles, is prohibited unless otherwise permitted by the U.S. Fish and Wildlife Service (50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)). The MBTA has no otherwise lawful activities. For more information regarding these Acts see: <http://www.fws.gov/birds/policies-and-regulations/laws-legislations/migratory-bird-treaty-act.php>  
<http://www.fws.gov/birds/policies-and-regulations/laws-legislations/bald-and-golden-eagle-protection-act.php>

All project proponents are responsible for complying with the appropriate regulations protecting birds when planning and developing a project. To meet these conservation obligations, proponents should identify potential or existing project-related impacts to migratory birds and their habitat and develop and implement conservation measures that avoid, minimize, or compensate for these impacts. The Service's Birds of Conservation Concern (2008) report identifies species, subspecies, and populations of all migratory nongame birds that, without additional conservation actions, are likely to become listed under the Endangered Species Act as amended (16 U.S.C 1531 et seq.).

For information about Birds of Conservation Concern, go to:

<http://www.fws.gov/birds/management/managed-species/birds-of-conservation-concern.php>

For information about conservation measures that help avoid or minimize impacts to birds, please visit:

<http://www.fws.gov/birds/management/project-assessment-tools-and-guidance/conservation-measures.php>

To search and view summaries of year-round bird occurrence data within your project area, go to the Avian Knowledge Network Histogram Tools at:

<http://www.fws.gov/birds/management/project-assessment-tools-and-guidance/akn-histogram-tools.php>

### Migratory birds of concern that may be affected by your project:

There are 23 birds on your Migratory birds of concern list.

Species Name	Bird of Conservation Concern (BCC)	Seasonal Occurrence in Project Area
American bittern ( <i>Botaurus lentiginosus</i> )	Yes	Breeding



United States Department of Interior  
Fish and Wildlife Service

Project name: PEMPWCo Water Distribution System Improvement Project

Bald eagle ( <i>Haliaeetus leucocephalus</i> )	Yes	Year-round
Black Rosy-Finch ( <i>Leucosticte atrata</i> )	Yes	Year-round
Black Swift ( <i>Cypseloides niger</i> )	Yes	Breeding
Brewer's Sparrow ( <i>Spizella breweri</i> )	Yes	Breeding
Brown-capped Rosy-Finch ( <i>Leucosticte australis</i> )	Yes	Wintering
Cassin's Finch ( <i>Carpodacus cassinii</i> )	Yes	Year-round
Ferruginous hawk ( <i>Buteo regalis</i> )	Yes	Year-round
Flammulated owl ( <i>Otus flammeolus</i> )	Yes	Breeding
Golden eagle ( <i>Aquila chrysaetos</i> )	Yes	Year-round
Lewis's Woodpecker ( <i>Melanerpes lewis</i> )	Yes	Breeding
Loggerhead Shrike ( <i>Lanius ludovicianus</i> )	Yes	Breeding
Long-Billed curlew ( <i>Numenius americanus</i> )	Yes	Breeding
Peregrine Falcon ( <i>Falco peregrinus</i> )	Yes	Breeding
Prairie Falcon ( <i>Falco</i> )	Yes	Year-round



United States Department of Interior  
Fish and Wildlife Service

Project name: PEMPWCo Water Distribution System Improvement Project

<i>mexicanus</i> )		
Sage Thrasher ( <i>Oreoscoptes montanus</i> )	Yes	Breeding
Short-eared Owl ( <i>Asio flammeus</i> )	Yes	Wintering
Swainson's hawk ( <i>Buteo swainsoni</i> )	Yes	Breeding
Veery ( <i>Catharus fuscescens</i> )	Yes	Breeding
Virginia's Warbler ( <i>Vermivora virginiae</i> )	Yes	Breeding
Western grebe ( <i>aechmophorus occidentalis</i> )	Yes	Breeding
Williamson's Sapsucker ( <i>Sphyrapicus thyroideus</i> )	Yes	Breeding
Willow Flycatcher ( <i>Empidonax traillii</i> )	Yes	Breeding



United States Department of Interior  
Fish and Wildlife Service

Project name: PEMPWCo Water Distribution System Improvement Project

## Appendix C: NWI Wetlands

There are no wetlands within your project area.





August 9, 2016

Frank Lancaster  
Town of Estes Park  
PO Box 1200  
Denver, CO 80518

**SUBJECT:** Recipient Name: Town of Estes Park  
Project Name: Park Entrance Mutual Pipeline and Water Company  
Water Application  
CFDA NUMBER – 10.760

Loan:	\$658,000
Grant:	\$529,000
Applicant:	\$18,000
DOLA:	\$18,000
TOTAL	\$1,223,000

Dear Mr. Lancaster:

This letter establishes conditions which must be understood and agreed to by you before further consideration may be given to your application. The loan and grant will be administered on behalf of the Rural Utilities Service (RUS) by the State and Area staff of USDA Rural Development, both of which are referred to throughout this letter as the Agency. Any changes in project cost, source of funds, scope of project, or any other significant changes in the project or applicant must be reported to and concurred with by the Agency by written amendment to this letter. If significant changes are made without obtaining such concurrence, the Agency may discontinue processing of the application.

All conditions set forth under Section III – Requirements Prior to Advertising for Bids must be met within 9 months of the date of this letter. If you have not met these conditions, the Agency reserves the right to discontinue the processing of your application.

If you agree to meet the conditions set forth in this letter and desire further consideration be given to your application, please complete and return the following forms immediately:

- Form RD 1942-46, “Letter of Intent to Meet Conditions”
- Form RD 1940-1, “Request for Obligation of Funds”
- RUS Bulletin 1780-12, “Water and Waste System Grant Agreement”

DFC Bldg. 56, Room 2300, PO BOX 25425, Denver, CO 80225, 720-544-2920, 720-544-2981  
Colorado Relay (800) 659-3656 • www.rd.usda.gov/co

“USDA is an equal opportunity provider and employer.”

The loan/grant will be considered approved on the date Form RD 1940-1, "Request for Obligation of Funds," is signed by the approving official. Thus, this letter in itself does not constitute loan and/or grant approval, nor does it ensure that funds are or will be available for the project. When funds are available, the Form 1940-1 will be provided to you for your signature. After you sign and return the form to the Agency, the request will be processed and loan/grant funds will be approved and obligated.

Extra copies of this letter are being provided for use by your engineer, attorney, bond counsel and accountant. All parties may access information and regulations referenced in this letter at our website located at [www.rd.usda.gov](http://www.rd.usda.gov).

The conditions are as follows:

### **SECTION I - PROJECT DETAIL**

**1. Project Description** – Funds will be used to construct a functional replacement of PEMPWCo aging drinking water distribution system. From that point the Town of Estes Park will take ownership and operation of the system.

Facilities will be designed and constructed in accordance with sound engineering practices and must meet the requirements of Federal, State, and local agencies. The proposed facility design must be based on the Preliminary Engineering Report (PER) as concurred with by the Agency.

**2. Project Funding** – The Agency is offering the following funding for your project:

Agency Loan -	\$658,000
Agency Grant -	\$529,000

This offer is based upon the following additional funding being obtained.

Applicant Contribution -	\$18,000
DOLA -	\$18,000

TOTAL PROJECT COST - \$1,223,000

This funding is offered based on the amounts stated above. Prior to loan closing, any increase in non-Agency funding will be applied first as a reduction to Agency grant funds, up to the total amount of the grant, and then as a reduction to Agency loan funds.

Any changes in funding sources following obligation of Agency funds must be reported to the processing official. Project feasibility and funding will be reassessed if there is a significant change in project costs after bids are received. If actual project costs exceed the project cost estimates, an additional contribution by the Owner may be necessary. Prior to advertisement for construction bids, you must provide evidence of applicant contributions and approval of other funding sources. This evidence should include a copy of the commitment letter. Agency funds will not be used to pre-finance funds committed to the project from other sources.

3. **Project Budget** – Funding from all sources has been budgeted for the estimated expenditures as follows:

<b><u>Project Costs:</u></b>		<b><u>Total Budgeted:</u></b>
Administration/Legal	\$36,000	
Construction	\$846,000	
Contingency	\$143,000	
DOLA – Pre-planning Grant	\$18,000 (already awarded)	
Engineering Fees	\$144,000	
Includes:		
Basic Services		\$72,000
Resident Project Representation (Inspection)		\$72,000
Independent Lab Services	\$7,000	
Interest - Interim	\$11,000	
Applicant Match	\$18,000 (already expended)	
<b>TOTAL</b>	<b>\$1,223,000</b>	

Obligated loan or grant funds not needed to complete the proposed project will be deobligated prior to start of construction. Any reduction will be applied to grant funds first. An amended letter of conditions will be issued for any changes to the total project budget.

## **SECTION II – LOAN AND GRANT TERMS**

4. **Repayment** – The interest rate will be the lower of the rate in effect at the time of loan approval or the time of loan closing, unless you request otherwise. Should the interest rate be reduced, the payment will be recalculated to the lower amount.

Your loan will be scheduled for repayment over a period of 40 years. Payments will be equal monthly amortized installments, beginning one month after closing. For planning purposes, use a 2.25% interest rate and an amortization factor of 3.17, which provides for a monthly payment of \$2,086. The precise payment amount will be based on the interest rate at which the loan is closed, and may be different than the one above.

The payment due date will be established as the day that the loan closes. Due dates falling on the 29th, 30th, and 31st day of the month will be avoided.

5. **Security** – The loan will be secured by a Revenue bond with 1<sup>st</sup> lien position in the amount of \$658,000. The bond will be fully registered as to both principal and interest in the name of the United States of America, Acting through the United States Department of Agriculture.

The bond and any ordinance or resolution relating thereto must not contain any provision in conflict with the Agency Loan Resolution, applicable regulations, or its authorizing law. In particular, there must be no defeasance or refinancing clause in conflict with the graduation requirements of 7 U.S.C. 1983.

Additional security requirements are contained in RUS Bulletin 1780-12, "Water and Waste System Grant Agreement," and RUS Bulletin 1780-27, "Loan Resolution (Public Bodies)." A draft of all security instruments, including draft bond resolution, must be reviewed and concurred in by the Agency prior to advertising for bids. The bond resolution and Loan Resolution must be duly adopted and executed prior to loan closing. The Grant Agreement must be fully executed prior to the first disbursement of grant funds.

**6. Electronic Payments** – Payments will be made on the day your payment is due through an electronic preauthorized debit system. You will be required to complete Form RD 3550-28, "Authorization Agreement for Preauthorized Payments," for all new and existing indebtedness to the Agency prior to loan closing. It will allow for your payment to be electronically debited from your account on the day your payment is due.

**7. Construction Completion Timeframe** - All projects must be completed and all funds disbursed within five years of obligation. If funds are not disbursed within five years of obligation, you must submit to the Agency a written request for extension of time with adequate justification of circumstances beyond your control. Requests for waivers beyond the initial extension will be submitted to the Assistant Administrator for concurrence decision.

**8. Disbursement of Agency Funds** - Agency funds will be disbursed into the borrower's depository account through an electronic transfer system. SF 3881, "ACH Vendor/Miscellaneous Payment Enrollment Form," must be completed and submitted to the Agency prior to advertising for bids.

Any applicant contribution will be the first funds expended, followed by other funding sources. Interim financing or Agency loan funds will be expended after all other funding sources unless a written agreement is reached with all other funding sources on how funds are to be disbursed prior to start of construction or loan closing, whichever occurs first. Interim financing funds or Agency loan funds must be used prior to the use of Agency grant funds. The Grant Agreement must not be closed and funds must not be disbursed prior to loan funds except as specified in RUS Instruction 1780.45(d). In the unlikely event the Agency mistakenly disburses funds, the funds will be remitted back to the Agency electronically.

Grant funds are to be deposited in an interest-bearing account (exception provided below) in accordance with 2 CFR Part 200 and interest in excess of \$500 per year remitted to the Agency. The funds should be disbursed by the recipient immediately upon receipt and there should be little interest accrual on the Federal funds. Recipients shall maintain advances of Federal funds in interest-bearing accounts, unless:

- a. The recipient receives less than \$120,000 in Federal awards per year.
- b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.

- c. The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
- d. A foreign government or banking system prohibits or precludes interest-bearing accounts.

**9. Reserves** – Reserves must be properly budgeted to maintain the financial viability and sustainability of any operation. Reserves are important to fund unanticipated emergency maintenance and repairs, and assist with debt service should the need arise. The following reserves are required to be established as a condition of this loan:

- a. **Debt Service Reserve** – As a part of this Agency loan proposal, you must establish a debt service reserve fund equal to at least one annual loan installment that accumulates at the rate of 10% of one annual payment per year for ten years or until the balance is equal to one annual loan payment. Ten percent of the proposed loan installment would equal \$208.60 per month; this amount should be deposited monthly until a total of \$25,032 has accumulated. Prior written concurrence from the Agency must be obtained before funds may be withdrawn from this account during the life of the loan. When funds are withdrawn during the life of the loan, deposits will continue as designated above until the fully-funded amount is reached.
- b. **Short-Lived Asset Reserve** – In addition to the debt service reserve fund, you must establish a short-lived asset reserve fund. Based on the preliminary engineering report, you must deposit at least \$1,500 into the short-lived asset reserve fund annually for the life of the loan to pay for repairs and/or replacement of major system assets. It is your responsibility to assess your facility’s short-lived asset needs on a regular basis and adjust the amount deposited to meet those needs.

Current assets can also be used to establish and maintain reserves for expected expenses, including but not limited to operation and maintenance, deferred interest during the construction period, and an asset management program.

### **SECTION III –REQUIREMENTS PRIOR TO ADVERTISING FOR BIDS**

**10. Environmental Requirements** – The project as proposed has been evaluated to be consistent with the National Environmental Policy Act. Other Federal, State, tribal, and local laws, regulations and or permits may apply or be required. If the project or any project element deviates from or is modified from the originally-approved project, additional environmental review may be required.

**11. Engineering Services** – You have been required to complete an Agreement for Engineering Services, which should consist of the Engineers Joint Contract Documents Committee (EJCDC) documents as indicated in RUS Bulletin 1780-26, “Guidance for the Use of EJCDC Documents on Water and Waste Projects with RUS Financial Assistance,” or other approved form of agreement. The Agency will provide concurrence prior to advertising for bids, and must approve any modifications to this agreement.

**12. Contract Documents, Final Plans, and Specifications**

- a. The contract documents must consist of the EJCDC construction contract documents as indicated in RUS Bulletin 1780-26 or other Agency-approved forms of agreement.
- b. The contract documents, final plans, and specifications must comply with RUS Instruction 1780, Subpart C – Planning, Designing, Bidding, Contracting, Constructing and Inspections, and must be submitted to the Agency for concurrence prior to advertising for bids along with an updated cost estimate. The Agency may require another updated cost estimate if a significant amount of time elapses between the original submission and advertising for bids.
- c. The use of any procurement method other than competitive sealed bids must be requested in writing and approved by the Agency.

**13. Legal Services** – You have been required to execute a legal services agreement with your attorney and bond counsel, if applicable, for any legal work needed in connection with this project. The agreement should stipulate an hourly rate for the work, with a “not to exceed” amount for the services, including reimbursable expenses. RUS Bulletin 1780-7, “Legal Services Agreement,” or similar format may be used. The Agency will provide concurrence prior to advertising for bids. Any changes to the fees or services spelled out in the original agreement must be reflected in an amendment to the agreement and have prior Agency concurrence.

**14. Property Rights** - Prior to advertising for bids, you and your legal counsel must furnish satisfactory evidence that you have or can obtain adequate continuous and valid control over the lands and rights-of-way needed for the project. Acquisitions of necessary land and rights must be accomplished in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act. Such control over the lands and rights will be evidenced by the following:

- a. **Right-of-Way Map** – Your engineer will provide a map clearly showing the location of all lands and rights-of-way needed for the project. The map must designate public and private lands and rights and the appropriate legal ownership thereof.
- b. **Form RD 442-20, “Right-of-Way Easement”** – This form may be used to obtain any necessary easements for the proposed project.
- c. **Form RD 442-21, “Right-of-Way Certificate”** – You will provide a certification on this form that all right-of-way requirements have been obtained for the proposed project.
- d. **Form RD 442-22, “Opinion of Counsel Relative to Rights-of-Way”** – Your attorney will provide a certification and legal opinion on this form addressing rights-of-way, easements, and title.

The approving official may waive title defects or restrictions, such as utility easements, that do not adversely affect the suitability, successful operation, security value, or transferability of the facility. Any such waivers must be provided by the approving official in writing prior to closing or the start of construction, whichever occurs first.

You are responsible for the acquisition of all property rights necessary for the project and for determining that prices paid are reasonable and fair. The Agency may require an appraisal by an independent appraiser or Agency employee in order to validate the price to be paid.

**15. System Policies, Procedures, Contracts, and Agreements** – The facility must be operated on a sound business plan. You must adopt policies, procedures, and/or ordinances outlining the conditions of service and use of the proposed system. Mandatory connection policies should be used where enforceable. The policies, procedures, and/or ordinances must contain an effective collection policy for accounts not paid in full within a specified number of days after the date of billing. They should include appropriate late fees, specified timeframes for disconnection of service, and reconnection fees. A draft of these policies, procedures, and/or ordinances must be submitted for Agency review and concurrence, along with the documents below, before closing instructions may be issued unless otherwise stated.

- a. **Conflict of Interest Policy** – Prior to obligation of funds, you must certify in writing that your organization has in place an up-to-date written policy on conflict of interest. The policy will include, at a minimum: (1) a requirement for those with a conflict or potential conflict to disclose the conflict/potential conflict; (2) a clause that prohibits interested members of the applicant’s governing body from voting on any matter in which there is a conflict, and (3) a description of the specific process by which the governing body will manage identified or potential conflicts.

You must also submit a disclosure of planned or potential transactions related to the use of Federal funds that may constitute or present the appearance of personal or organizational conflict of interest. Disclosure must be in the form of a written letter signed and dated by the applicant’s official. A negative disclosure in the same format is required if no conflicts are anticipated.

Sample conflict of interest policies may be found at the National Council of Nonprofits website, <https://www.councilofnonprofits.org/tools-resources/conflict-of-interest>, or in Internal Revenue Service Form 1023, Appendix A, “Sample Conflict of Interest Policy,” at <http://www.irs.gov/pub/irs-pdf/i1023.pdf>. Though these examples reference non-profit corporations, the requirement applies to all types of Agency borrowers.

Assistance in developing a conflict of interest policy is available through Agency-contracted technical assistance providers if desired.

Fully executed copies of any policies, procedures, ordinances, contracts, or agreements must be submitted prior to loan closing, with the exception of the conflict of interest policy, which must be in place prior to obligation of funds.

**16. Closing Instructions** – The Agency will prepare closing instructions as soon as the requirements of the previous paragraphs are complete, as well as a draft of the security instrument(s). Closing instructions must be obtained prior to advertising for bids.

**17. Interim Financing** – For all loans exceeding \$500,000, where loan funds can be borrowed at reasonable interest rates on an interim basis from commercial sources for the construction period, such interim financing will be used to preclude the necessity for multiple

advances of Agency loan funds. You must provide the Agency with a copy of the interim loan financing agreement for review prior to advertising for bids. The Agency approving official may make an exception when interim financing is cost prohibitive or unavailable. Grant funds from the Agency will be disbursed by multiple advances through electronic transfer of funds after interim financing or Agency loan funds are expended, in accordance with RUS Instruction 1780.45.

**18. Construction Account** – You must establish a construction account for all funds related to the project. Construction funds will be deposited with an acceptable financial institution or depository that meets the requirements of 31 CFR Part 202. A separate account will not be required for Federal funds and other funds; however, the recipient must be able to separately identify, report, and account for all Federal funds, including the receipt, obligation and expenditure of funds. Financial institutions or depositories accepting deposits of public funds and providing other financial agency services to the Federal Government are required to pledge adequate, acceptable securities as collateral, in accordance with 31 CFR Part 202. All funds in the account will be secured by a collateral pledge equaling at least 100% of the highest amount of funds expected to be deposited in the construction account at any one time. Your financial institution can provide additional guidance on collateral pledge requirements.

Agency funds will be disbursed into the borrower’s depository account through an electronic transfer system. SF 3881, “ACH Vendor/Miscellaneous Payment Enrollment Form,” must be completed and submitted to the Agency prior to advertising for bids.

**19. System Users** – This letter of conditions is based upon your indication at application that there will be at least 18 residential users on the existing system when construction is completed.

Before the Agency can agree to the project being advertised for construction bids, you must certify that the number of users indicated at application are currently using the system or signed up to use the system once it is operational.

If the actual number of existing and/or proposed users that have signed up for service is less than the number indicated at the time of application, you must provide the Agency with a written plan on how you will obtain the necessary revenue to adequately cash flow the expected operation, maintenance, debt service, and reserve requirements of the proposed project (e.g., increase user rates, sign up an adequate number of other users, reduce project scope, etc.). Similar action is required if there is cause to modify the anticipated flows or volumes presented following approval.

If you are relying on mandatory connection requirements, you must provide evidence of the authorizing ordinance or statute along with your user certification.

**20. Other Funding** – Prior to advertising for bids, you must provide evidence of applicant contributions and approval of other funding sources. This evidence should include a copy of the commitment letter from each source.

**21. Proposed Operating Budget** – You must establish and/or maintain a rate schedule that provides adequate income to meet the minimum requirements for operation and maintenance (O&M), debt service, and reserves. Prior to advertising for bids, you must submit a proposed



annual operating budget to the Agency which supports the operation, maintenance, debt service, and reserves, as well as your proposed rate schedule. The operating budget should be based on a typical year cash flow after completion of the construction phase and should be signed by the appropriate official of your organization. Form RD 442-7, "Operating Budget," or similar format may be utilized for this purpose. It is expected that O&M will change over each successive year and user rates will need to be adjusted on a regular basis.

Technical assistance is available at no cost to help you evaluate and complete a rate analysis on your system. This assistance is available free to your organization. If you are interested please contact our office for information.

**22. Permits** –The owner or responsible party will be required to obtain all applicable permits for the project, prior to advertising for bids. The consulting engineer must submit written evidence that all applicable permits required prior to construction have been obtained with submission to the Agency of the final plans, specifications, and bid documents.

**23. Vulnerability Assessment/Emergency Response Plan (VA/ERP)** – The Agency requires all financed water and wastewater systems to have a VA/ERP in place. Borrowers with existing systems must provide a certification that a VA/ERP has been completed prior to advertising for bids. The VA/ERP documents themselves are not submitted to the Agency. The VA/ERP must address potential impacts from natural disasters and other emergency events. In particular, it should include plans to address impacts of flash flooding in areas where severe drought or wildfires occur. The documents should be reviewed and updated every three years at a minimum.

For new systems, see Section V of this letter of conditions. For VA/ERP requirements throughout the life of the loan, see Section VII. Technical assistance at no cost is available in preparing these documents.

**24. Bid Authorization** - Once all the conditions outlined in Section III of this letter have been met, the Agency will authorize you to advertise the project for construction bids. Such advertisement must be in accordance with applicable State statutes.

#### **SECTION IV - REQUIREMENTS PRIOR TO START OF CONSTRUCTION**

**25. Bid Tabulation** – Immediately after bid opening, you must provide the Agency with the bid tabulation and your engineer's evaluation of bids and recommendations for contract awards. If the Agency agrees that the construction bids received are acceptable, adequate funds are available to cover the total project costs, and all the requirements of Section III of this letter have been satisfied, the Agency will authorize you to issue the Notice of Award.

- a. Cost Overruns. If bids are higher than expected, or if unexpected construction problems are encountered, you must utilize all options to reduce cost overruns. Negotiations, redesign, use of bidding alternatives, rebidding or other means will be considered prior to commitment of subsequent funding by the Agency. Any requests for subsequent funding to cover cost overruns will be contingent on the availability of funds. Cost overruns exceeding 20% of the development cost at time of loan or grant approval or where the

scope of the original purpose has changed will compete for funds with all other applications on hand as of that date.

- b. **Excess Funds**. If bids are lower than anticipated at time of obligation, excess funds must be deobligated prior to start of construction except in the cases addressed in this paragraph. In cases where the original PER for the project included items that were not bid, or were bid as an alternate, the State Office official may modify the project to fully utilize obligated funds for those items. Amendments to the PER, ER, and letter of conditions may be needed for any work not included in the original project scope. In all cases, prior to start of construction, excess funds will be deobligated, with grant funds being deobligated first. Excess funds do not include contingency funds as described in this letter.

**26. Contract Review** – Your attorney will certify that the executed contract documents, including performance and payment, if required, are adequate and that the persons executing these documents have been properly authorized to do so in accordance with RUS Instruction 1780.61(b).

Once your attorney has certified that they are acceptable, the contract documents will be submitted to the Agency for its concurrence. The Notice to Proceed cannot be issued until the Agency has concurred with the construction contracts.

**27. Final Rights-of-Way** – If any of the rights-of-way forms listed previously in this letter contain exceptions that do not adversely affect the suitability, successful operation, security value, or transferability of the facility, the approving official must provide a written waiver prior to the issuance of the Notice to Proceed. For projects involving the acquisition of land, you must provide evidence that you have clear title to the land prior to the issuance of the Notice to Proceed.

**28. Insurance and Bonding Requirements** - Prior to the start of construction or loan closing, whichever occurs first, you must acquire and submit to the Agency proof of the types of insurance and bond coverage for the borrower shown below. The use of deductibles may be allowed, providing you have the financial resources to cover potential claims requiring payment of the deductible. The Agency strongly recommends that you have your engineer, attorney, and insurance provider(s) review proposed types and amounts of coverage, including any exclusions and deductible provisions. It is your responsibility and not that of the Agency to assure that adequate insurance and fidelity or employee dishonesty bond coverage is maintained.

- a. **General Liability Insurance** – Include vehicular coverage.
- b. **Workers' Compensation** – In accordance with appropriate State laws.
- c. **Fidelity or Employee Dishonesty Bonds** – Include coverage for all persons who have access to funds, including persons working under a contract or management agreement. Coverage may be provided either for all individual positions or persons, or through blanket coverage providing protection for all appropriate workers. During construction, each position should be bonded in an amount equal to the maximum amount of funds to be under the control of that position at any one time. The coverage may be increased during construction based on the anticipated monthly advances. After construction and throughout the life of the loan, the amount of coverage must be for at least the total

annual debt service of all outstanding Agency loans. The Agency will be identified in the fidelity bond for receipt of notices. Form RD 440-24, "Position Fidelity Schedule Bond," or similar format may be used.

- d. **National Flood Insurance** - If the project involves acquisition or construction in designated special flood or mudslide prone areas, you must purchase a flood insurance policy at the time of loan closing.
- e. **Real Property Insurance** – Fire and extended coverage will normally be maintained on all structures except reservoirs, pipelines and other structures if such structures are not normally insured, and subsurface lift stations except for the value of electrical and pumping equipment. The Agency will be listed as mortgagee on the policy when the Agency has a lien on the property. Prior to the acceptance of the facility from the contractor(s), you must obtain real property insurance (fire and extended coverage) on all facilities identified above.

Insurance types described above are required to be continued throughout the life of the loan. See Section VII.

**29. Initial Compliance Review** – The Agency will conduct an initial compliance review of the borrower prior to loan closing or start of construction, whichever occurs first, in accordance with 7 CFR 1901, Subpart E.

## **SECTION V – REQUIREMENTS PRIOR TO LOAN CLOSING**

- a. (**Interim Financing**) Interim financing is being used. Loan closing will occur near the end of construction when interim funds are about to be completely disbursed. Documents detailed above from Sections II and III regarding security, electronic payments (Form 3550-28), and system policies, procedures, contracts, and agreements must be adopted and/or executed and submitted to the Agency prior to loan closing. In addition, the following items are required prior to closing:

**31. Vulnerability Assessment/Emergency Response Plan (VA/ERP)** – The Agency requires all financed water and wastewater systems to have a VA/ERP in place. New water or wastewater systems must provide a certification that an ERP is complete prior to the start of operation, and a certification that a VA is complete must be submitted within one year of the start of operation. Borrowers with existing systems must provide a certification that a VA and ERP are completed prior to authorization to advertise for bids. The VA/ERP documents are not submitted to the Agency. Technical assistance is available in preparing these documents at no cost to you. The VA/ERP must address potential impacts from natural disasters and other emergency events. In particular, it should include plans to address impacts of flash flooding in areas where severe drought or wildfires occur. The documents should be reviewed and updated every three years at a minimum.

**32. Other Requirements** – All requirements contained in the Agency's closing instructions, as well as any requirements of your bond counsel and/or attorney, must be met prior to loan closing.

- a. **System for Award Management**. You will be required to maintain a Dun and Bradstreet Data Universal Numbering System (DUNS) number and maintain an active

registration in the System for Award Management (SAM) database. Renewal can be done on-line at: <http://sam.gov>. This registration must be renewed and revalidated every twelve (12) months for as long as there are Agency funds to be expended. See Appendix A.

To ensure the information is current, accurate and complete, and to prevent the SAM account expiration, the review and updates must be performed within 365 days of the activation date, commonly referred to as the expiration date. The registration process may take up to 10 business days. (See 2 CFR Part 25 and the “Help” section at <http://sam.gov>).

- b. **Litigation.** You are required to notify the Agency within 30 days of receiving notification of being involved in any type of litigation prior to loan closing or start of construction, whichever occurs first. Additional documentation regarding the situation and litigation may be requested by the Agency.
- c. **Certified Operator.** Evidence must be provided that your system has or will have, as defined by applicable State or Federal requirements, a certified operator available prior to the system becoming operational, or that a suitable supervisory agreement with a certified operator is in effect.

## **SECTION VI – REQUIREMENTS DURING CONSTRUCTION AND POST CONSTRUCTION**

33. **Resident Inspector(s)** – Full-time inspection is required unless you request an exception. Such requests must be made in writing and the Agency must concur with the request. Inspection services are to be provided by the consulting engineer unless other arrangements are requested in writing and concurred with by the Agency. A resume of qualifications of any resident inspector(s) will be submitted to the owner and Agency for review and concurrence prior to the pre-construction conference. The resident inspector(s) must attend the pre-construction conference.

34. **Preconstruction Conference** – A preconstruction conference will be held prior to the issuance of the Notice to Proceed. The consulting engineer will review the planned development with the Agency, owner, resident inspector, attorney, contractor, other funders, and other interested parties, and will provide minutes of this meeting to the owner and Agency.

35. **Inspections** - The Agency requires a pre-construction conference, pre-final and final inspections, and a warranty inspection. Your engineer will schedule a warranty inspection with the contractor and the Agency before the end of the one-year warranty period to address and/or resolve any warranty issues. The Agency will conduct an inspection with you of your records management system at the same time, and will continue to inspect the facility and your records system every three years for the life of the loan. See Section VII of this letter.

36. **Change Orders** – Prior Agency concurrence is required for all Change Orders.

**37. Payments** – Prior Agency concurrence is required for all Invoices and Partial Payment Estimates before Agency funds will be released. Requests for payment related to a contract or service agreement will be signed by the owner, project engineer, and contractor or service provider prior to Agency concurrence. Invoices not related to a construction contract or service agreement will include the owner’s written concurrence.

**38. Use of Remaining Funds** – Applicant contribution and connection or tap fees will be the first funds expended in the project, followed by non-Agency sources of funds. Remaining funds may be considered in direct proportion to the amounts obtained from each source and handled as follows:

- a. Remaining funds may be used for eligible loan and grant purposes, provided the use will not result in major changes to the original scope of work and the purpose of the loan and grant remains the same.
- b. Grant funds not expended for authorized purposes will be cancelled (de-obligated) within 180 days of final completion of project. Prior to actual cancellation, you and your attorney and engineer will be notified of the Agency’s intent to cancel the remaining funds and given appropriate appeal rights.
- c. Loan funds that are not needed will be cancelled (de-obligated) prior to loan closing.

**39. Technical, Managerial and Financial Capacity** - It is required that members of the Board of Directors, City Council members, trustees, commissioners and other governing members possess the necessary technical, managerial, and financial capacity skills to consistently comply with pertinent Federal and State laws and requirements. It is recommended members receive training within one year of appointment or election to the governing board, and a refresher training for all governing members on a routine basis. The content and amount of training should be tailored to the needs of the particular individual and the utility system. Technical assistance providers are available to provide this training for your organization, often at no cost. Contact the Agency for information.

**40. Reporting Requirements Related to Expenditure of Funds**

- a. **Financial Audit**– An annual audit under the Single Audit Act is required if you expend \$750,000 or more in Federal financial assistance per fiscal year. The total Federal funds expended from all sources shall be used to determine Federal financial assistance expended. Expenditures of interim financing are considered Federal expenditures.

All audits are to be performed in accordance with 2 CFR Part 200, as adopted by USDA through 2 CFR Part 400. Further guidance on preparing an acceptable audit can be obtained from the Agency. The audit must be prepared by an independent licensed Certified Public Accountant, or a State or Federal auditor if allowed by State law, and must be submitted within 9 months of your fiscal year end.

If an audit is required, you must enter into a written agreement with the auditor and submit a copy to the Agency prior to the advertisement of bids. The audit agreement may include terms and conditions that the borrower and auditor deem appropriate; however, the agreement should include the type of audit to be completed, the time frame in which the audit will be completed, and how irregularities will be reported.

- b. Reporting Subawards and Executive Compensation** – You as a recipient of Federal funds and your first-tier contractors are required by 2 CFR Part 170 to report disbursements to subrecipients in accordance with Appendix B of this letter and [www.fsrs.gov](http://www.fsrs.gov). Your Agency processing office can provide more information.

## **SECTION VII – SERVICING REQUIREMENTS DURING THE TERM OF THE LOAN**

- 41. Prepayment and Extra Payments** - Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of borrower, with no penalty.

Security instruments, including bonding documents, must contain the following language regarding extra payments, unless prohibited by State statute:

*Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of borrower. Refunds, extra payments and loan proceeds obtained from outside sources for the purpose of paying down the Agency debt, shall, after payment of interest, be applied to the installments last to become due under this note and shall not affect the obligation of borrower to pay the remaining installments as scheduled in your security instruments.*

- 42. Graduation** - By accepting this loan, you are also agreeing to refinance (graduate) the unpaid loan balance in whole, or in part, upon request of the Government. If at any time the Agency determines you are able to obtain a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms, you will be requested to refinance. Your ability to refinance will be assessed every other year for those loans that are five years old or older.

- 43. Security/Operational Inspections** – The Agency will inspect the facility and conduct a review of your operations and records management system and conflict of interest policy every three years for the life of the loan. You must participate in these inspections and provide the required information.

- 44. Annual Financial Reporting/Audit Requirements** – You are required to submit an annual financial report at the end of each fiscal year. The annual report will be certified by the appropriate organization official, and will consist of financial information and a rate schedule. Financial statements must be prepared on the accrual basis of accounting in accordance with generally accepted accounting principles (GAAP), and must include at a minimum a balance sheet and income and expense statement. The annual report will include separate reporting for each water and waste disposal facility, and itemize cash accounts by type (debt service, short-lived assets, etc.) under each facility. All records, books and supporting material are to be retained for three years after the issuance of the annual report. Technical assistance is available at no cost with preparing financial reports.

The type of financial information that must be submitted is specified below:

- a. **Audits** – An annual audit under the Single Audit Act is required if you expend \$750,000 or more in Federal financial assistance per fiscal year. The total Federal funds expended

from all sources shall be used to determine Federal financial assistance expended. Expenditures of interim financing are considered Federal expenditures.

All audits are to be performed in accordance with 2 CFR Part 200, as adopted by USDA through 2 CFR Part 400. Further guidance on preparing an acceptable audit can be obtained from the Agency. It is not intended that audits required by this part be separate and apart from audits performed in accordance with State and local laws. To the extent feasible, the audit work should be done in conjunction with those audits. The audit must be prepared by an independent licensed Certified Public Accountant, or a State or Federal auditor if allowed by State law, and must be submitted within 9 months of your fiscal year end.

If an audit is required, you must enter into a written agreement with the auditor and submit a copy to the Agency prior to the advertisement of bids. The audit agreement may include terms and conditions that the borrower and auditor deem appropriate; however, the agreement should include the type of audit or financial statements to be completed, the time frame in which the audit or financial statements will be completed, what type of reports will be generated from the services provided, and how irregularities will be reported.

- b. **Financial Statements** – If you expend less than \$750,000 in Federal financial assistance per fiscal year, you may submit financial statements in lieu of an audit which include at a minimum a balance sheet and an income and expense statement. You may use Form RD 442-2, “Statement of Budget, Income and Equity,” and 442-3, “Balance Sheet,” or similar format to provide the financial information. The financial statements must be signed by the appropriate borrower official and submitted within 60 days of your fiscal year end.
- c. **Quarterly Reports** – Quarterly Income and Expense Statements will be required until the processing office waives this requirement. You may use Form RD 442-2 or similar format to provide this information, and the reports are to be signed by the appropriate borrower official and submitted within 30 days of each quarter’s end. The Agency will notify you in writing when the quarterly reports are no longer required.

**45. Annual Budget and Projected Cash Flow** - Thirty days prior to the beginning of each fiscal year, you will be required to submit an annual budget and projected cash flow to this office. With the submission of the annual budget, you will be required to provide a current rate schedule, and a current listing of the Board or Council members and their terms. The budget must be signed by the appropriate borrower official. Form RD 442-2 or similar format may be used.

Technical assistance is available at no cost to help you evaluate and complete a rate analysis on your system, as well as completing the annual budget. If you are interested, please contact our office for information.

**46. Vulnerability Assessment/Emergency Response Plan (VA/ERP)** – You will be required to submit a certification to the servicing office every three years that the VA/ERP is current and covers all sites related to the facility. The documents themselves are not submitted

to the Agency. The VA/ERP must address potential impacts from natural disasters and other emergency events. In particular, it should include plans to address impacts of flash flooding in areas where severe drought or wildfires occur. The documents should be reviewed and updated every three years at a minimum.

**47. Insurance.** You will be required to maintain insurance on the facility and employees as previously described in this letter for the life of the loan.

**48. Statutory and National Policy Requirements** – As a recipient of Federal funding, you are required to comply with U.S. statutory and public policy requirements, including but not limited to:

- a. **Section 504 of the Rehabilitation Act of 1973** – Under Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), no handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Agency financial assistance.
- b. **Civil Rights Act of 1964** – All borrowers are subject to, and facilities must be operated in accordance with, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and 7 CFR 1901, Subpart E, particularly as it relates to conducting and reporting of compliance reviews. Instruments of conveyance for loans and/or grants subject to the Act must contain the covenant required by Paragraph 1901.202(e) of this Title.
- c. **The Americans with Disabilities Act (ADA) of 1990** – This Act (42 U.S.C. 12101 et seq.) prohibits discrimination on the basis of disability in employment, State and local government services, public transportation, public accommodations, facilities, and telecommunications.
- d. **Age Discrimination Act of 1975** – This Act (42 U.S.C. 6101 et seq.) provides that no person in the United States shall on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- e. **Limited English Proficiency (LEP) under Executive Order 13166** - LEP statutes and authorities prohibit exclusion from participation in, denial of benefits of, and discrimination under Federally-assisted and/or conducted programs on the ground of race, color, or national origin. Title VI of the Civil Rights Act of 1964 covers program access for LEP persons. LEP persons are individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English. These individuals may be entitled to language assistance, free of charge. You must take reasonable steps to ensure that LEP persons receive the language assistance necessary to have meaningful access to USDA programs, services, and information your organization provides. These protections are pursuant to Executive Order 13166 entitled, “Improving Access to Services by Persons with Limited English Proficiency” and further affirmed in the USDA Departmental Regulation 4330-005, “Prohibition Against National Origin Discrimination Affecting Persons with Limited English Proficiency in Programs and Activities Conducted by USDA.”



Agency financial programs must be extended without regard to race, color, religion, sex, national origin, marital status, age, or physical or mental handicap. You must display posters (provided by the Agency) informing users of these requirements, and the Agency will monitor your compliance with these requirements during regular compliance reviews.

**49. Compliance Reviews and Data Collection** – The Agency will conduct regular compliance reviews of the borrower and its operation in accordance with 7 CFR Part 1901, Subpart E, and 36 CFR 1191, Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines. Compliance reviews will typically be conducted in conjunction with the security inspections described in this letter. If beneficiaries (users) are required to complete an application or screening for the use of the facility or service that you provide, you must request and collect data by race (American Indian or Alaska Native, Asian, Black or African American, White); ethnicity (Hispanic or Latino, Not Hispanic or Latino); and by sex. The Agency will utilize this data as part of the required compliance review.

## **SECTION VIII – REMEDIES FOR NON-COMPLIANCE**

Non-compliance with the conditions in this letter or requirements of your security documents will be addressed under the provisions of 7 CFR 1782 and other applicable regulations, statutes, and policies.

We look forward to working with you to complete this project. If you have any questions, please contact Allison Trujillo at 720-544-2920 or by e-mail at [allison.trujillo@co.usda.gov](mailto:allison.trujillo@co.usda.gov).

Sincerely,

Allison Trujillo  
Area Loan Specialist

Attachments

cc: Community Programs Director  
Accountant  
Attorney  
Bond Counsel  
Engineer

## ACRONYMS:

ABA - Architectural Barriers Act  
ACH – Automated Clearing House  
AD – Agriculture Department  
ADA – Age Discrimination Act  
CFDA – Catalog of Federal Domestic Assistance  
CFR – Code of Federal Regulations  
CPAP – Commercial Programs Application Processing  
DUNS – Dun and Bradstreet Data Universal Numbering System  
EJCDC – Engineers Joint Contract Documents Committee  
ERP – Emergency Response Plan  
GAAP – Generally Accepted Accounting Principles  
LEP – Limited English Proficiency  
OC – Owner Construction  
OPS – Owner-Performed Services  
O&M – Operation and Maintenance  
PER – Preliminary Engineering Report  
RD – Rural Development  
RUS – Rural Utilities Service  
SAM – System for Award Management  
SF – Standard Form  
UCC – Uniform Commercial Code  
USC – United States Code  
USDA – United States Department of Agriculture  
VA – Vulnerability Assessment

## FORMS and BULLETINS:

Form AD-3031 “Assurance Regarding Felony Convictions or Tax Delinquent Status for Corporate Applicants” – Item 29  
Internal Revenue Service Form 1023, Appendix A, “Sample Conflict of Interest Policy” - Item 15  
Form RD 440-22, “Promissory Note” – Item 5  
Form RD 440-24, “Position Fidelity Schedule Bond” – Item 28  
Form RD 442-2, “Statement of Budget, Income and Equity” – Items 44 and 45  
Form RD 442-3, “Balance Sheet” – Item 44  
Form RD 442-7, “Operating Budget” – Item 21  
Form RD 442-20, “Right-of-Way Easement” – Item 14  
Form RD 442-21, “Right-of-Way Certificate” – Item 14  
Form RD 442-22, “Opinion of Counsel Relative to Rights-of-Way” – Item 14  
Form RD 1927-9, “Preliminary Title Opinion” – Item 14  
Form RD 1927-10, “Final Title Opinion” – Item 27  
Form RD 1940-1, “Request for Obligation of Funds” – Pages 1 and 2  
Form RD 1942-8, “Resolution of Members or Stockholders” – Item 5  
Form RD 1942-46, “Letter of Intent to Meet Conditions” – Page 1  
Form RD 3550-28, “Authorization Agreement for Preauthorized Payments” – Items 6 and 30  
Form UCC-1, “Financing Statement” – Item 5  
Form UCC-1Ad, “UCC Financing Statement Addendum” – Item 5  
SF 3881, “ACH Vendor/Miscellaneous Payment Enrollment Form” – Items 8 and 18  
RUS Bulletin 1780-7, “Legal Services Agreement” – Item 13  
RUS Bulletin 1780-9, “Water Users Agreement” - Items 15 and 19  
RUS Bulletin 1780-12, “Water and Waste System Grant Agreement” – Page 1 and Item 5  
RUS Bulletin 1780-26, “Guidance for the Use of EJCDC Documents on Water and Waste Projects with RUS Financial Assistance” – Items 11 and 12  
RUS Bulletin 1780-27, “Loan Resolution (Public Bodies)” – Item 5  
RUS Bulletin 1780-28, “Loan Resolution Security Agreement” – Item 5

*Appendix A*  
*2 CFR Part 25*

**SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER  
REQUIREMENTS**

*A. Requirement for System for Award  
Management*

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another appendix.

*B. Requirement for unique entity identifier*

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this appendix) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

*C. Definitions*

For purposes of this appendix:

1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
2. Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities.
3. Entity, as it is used in this appendix, means all of the following, as defined at 2 CFR part 25, subpart C:
  - a. A Governmental organization, which is a State, local government, or Indian Tribe;
  - b. A foreign public entity;
  - c. A domestic or foreign nonprofit organization;
  - d. A domestic or foreign for-profit organization; and

- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. Subaward:
- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).
  - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. Subrecipient means an entity that:
- a. Receives a subaward from you under this award; and
  - b. Is accountable to you for the use of the Federal funds provided by the subaward.

[75 FR 55673, Sept. 14, 2010, as amended at 79 FR 75879, Dec. 19, 2014; 80 FR 54407, Sept. 10, 2015]

**Appendix B**  
**2 CFR Part 170**

**Reporting Subawards and Executive Compensation**

a. Reporting of first-tier subawards.

1. **Applicability.** Unless you are exempt as provided in paragraph d. of this appendix, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this appendix).
2. **Where and when to report.**
  - i. You must report each obligating action described in paragraph a.1. of this appendix to <http://www.fsrs.gov>.
  - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. **What to report.** You must report the information about each obligating action listed in the submission instructions posted at <http://www.fsrs.gov>.

b. Reporting Total Compensation of Recipient Executives.

1. **Applicability and what to report.** You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
  - i. the total Federal funding authorized to date under this award is \$25,000 or more;
  - ii. in the preceding fiscal year, you received—
    - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of

the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this appendix:

- i. As part of your registration profile at <https://www.sam.gov>.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this appendix, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. in the subrecipient's preceding fiscal year, the subrecipient received—
  - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this appendix:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this appendix:

1. Entity means all of the following, as defined in 2 CFR part 25:

- i. A Governmental organization, which is a State, local government, or Indian tribe;
- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization;
- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. \_\_ .210 of the attachment to OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations”).
- iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.



5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax-qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

[75 FR 55669, Sept. 14, 2010, as amended at 79 FR 75879, Dec. 19, 2014]

## **TABLE OF CONTENTS**

### **SECTION I - PROJECT DETAIL**

1. Project Description
2. Project Funding
3. Project Budget

### **SECTION II – LOAN AND GRANT TERMS**

4. Repayment
5. Security
6. Electronic Payments
7. Construction Completion Timeframe
8. Disbursement of Agency Funds
9. Reserves

### **SECTION III –REQUIREMENTS PRIOR TO ADVERTISING FOR BIDS**

10. Environmental Requirements
11. Engineering Services
12. Contract Documents, Final Plans and Specifications
13. Legal Services
14. Property Rights
15. System Policies, Procedures, Contracts, and Agreements
16. Closing Instructions
17. Interim Financing
18. Construction Account
19. System Users
20. Other Funding
21. Proposed Operating Budget
22. Permits
23. Vulnerability Assessment/Emergency Response Plan (VA/ERP)
24. Bid Authorization

### **SECTION IV - REQUIREMENTS PRIOR TO START OF CONSTRUCTION**

25. Bid Tabulation
26. Contract Review
27. Final Rights-of-Way
28. Insurance and Bonding Requirements
29. Form AD-3031
30. Initial Compliance Review

## **SECTION V – REQUIREMENTS PRIOR TO LOAN CLOSING**

31. Vulnerability Assessment/Emergency Response Plan (VA/ERP)
32. Other Requirements

## **SECTION VI – REQUIREMENTS DURING CONSTRUCTION AND POST CONSTRUCTION**

33. Resident Inspector(s)
34. Preconstruction Conference
35. Inspections
36. Change Orders
37. Payments
38. Use of Remaining Funds
39. Technical, Managerial and Financial Capacity
40. Reporting Requirements Related to Expenditure of Funds

## **SECTION VII – SERVICING REQUIREMENTS DURING THE TERM OF THE LOAN**

41. Prepayment and Extra Payments
42. Graduation
43. Security/Operational Inspections
44. Annual Financial Reporting/Audit Requirements
45. Annual Budget and Projected Cash Flow
46. Vulnerability Assessment/Emergency Response Plan (VA/ERP)
47. Insurance
48. Statutory and National Policy Requirements
49. Compliance Reviews and Data Collection

## **SECTION VIII – REMEDIES FOR NON-COMPLIANCE**

**Acronyms**

**Forms and Bulletins**

**Appendix A - System for Award Management and Universal Identifier Requirements**

**Appendix B – Reporting Subawards and Executive Compensation**

**Table of Contents**

**Topical Cross-Reference**

## TOPICAL CROSS-REFERENCE

<u>Keyword</u>	<u>Item Number</u>	<u>Section</u>
Age Discrimination Act	48	VII
Agreement, Engineering	11	III
Agreement, Lease	15	III
Agreement, Legal Services	13	III
Agreement, Other	15	III
Agreement, Parity / Intercreditor	5	II
Agreement, Parity / Intercreditor	15	III
Agreement, Water / Sewer User	15	III
Americans with Disabilities Act	48, 49	VII
Annual Operating Budget and Projected Cash Flow	45	VII
Annual Financial Reporting/Audit Requirements	44	VII
Audit (Construction)	40	VI
Audit (Servicing)	44	VII
Bid Authorization	24	III
Bid Tabulation	25	IV
Bond, Fidelity	28	IV
Bond, Fidelity	47	VII
Bond, Revenue and General Obligation	5	II
Budget and Projected Cash Flow, Annual Operating (Servicing)	45	VII
Budget, Project	3	I
Budget, Proposed Operating (Prior to Bid)	21	III
Certified Operator	32	V
Change Order	36	VI
Civil Rights Act of 1964	48	VII
Closing Instructions	16	III
Compliance Review (Initial)	30	IV
Compliance Review (Servicing)	48, 49	VII
Conflict of Interest	15	III
Conflict of Interest	43	VII
Construction Account	18	III
Construction Completion Timeframe	7	II
Contract Documents	12	III
Contract Documents	26	IV
Contract Review	26	IV
Contract - Water Purchase / Sewage Treatment	15	III
Contracts for Other Services	15	III

Cost Overruns	25	IV
Data Collection	49	VII
Debt Service Reserve	9	II
Disbursement of Agency Funds	5, 7, 8	II
Disbursement of Agency Funds	17, 18	III
Disbursement of Agency Funds	40	VI
Disbursement of Agency Funds	Appendix B	NA
Electronic Payments	4, 6	II
Electronic Payments	17, 18	III
Electronic Payments	30	V
English Proficiency, Limited	48	VII
Engineering Agreement	11	III
Engineering Fees	3	II
Engineering Services	11	III
Environmental Requirements	10	III
Excess Funds	25	IV
Extra Payments	38	VI
Extra Payments	41	VII
Felony Convictions or Tax Delinquent Status for Corporate Applicants, Assurance Regarding (Form AD-3031)	29	IV
Final Plans	12	III
Final Plans	22	III
Final Title Work (Rights-of-Way)	27	IV
Financial Statements	44	VII
Financial Statements	Appendix B	NA
Financing Statement	5	II
Graduation (Refinancing)	5	II
Graduation (Refinancing)	42	VII
Inspections (Construction)	35	VI
Inspections (Security/Operational)	43, 49	VII
Inspector, Resident	33	IV
Insurance and Bonding Requirements (Project)	28	IV
Insurance (Servicing)	47	VII
Insurance (Servicing)	Appendix B	NA
Insurance, Title	14	III
Insurance, Title	27	IV
Intercreditor Agreement	5	II
Intercreditor Agreement	15	III

Interest	3	I
Interest Rate	4	II
Interest Rate	17	III
Interim Financing	3	I
Interim Financing	8	II
Interim Financing	17	III
Interim Financing	30	V
Interim Financing	38, 40	VI
Interim Financing	44	VII
Lease Agreement	15	III
Legal Services	13	III
Limited English Proficiency	48	VII
Litigation	32	V
Loan Term	4	II
Non-Compliance	NA	VIII
Operating Budget, Proposed (Prior to Bid)	21	III
Operator, Certified	32	V
Other Funding	SUBJECT LINE	NA
Other Funding	2	I
Other Funding	8	II
Other Funding	20	III
Parity / Intercreditor Agreement	5	II
Parity / Intercreditor Agreement	15	III
Payments	4, 6	II
Payments	30	V
Payments	37	VI
Payments	41	VII
Payments	Appendix B	NA
Permits	10	II
Permits	22	III
Plans, Final	12	III
Plans, Final	22	III
Positive Program to Encourage Connections	19	III
Preconstruction Conference	34	VI
Preliminary Engineering Report	1	I
Preliminary Engineering Report	3, 9	II
Preliminary Engineering Report	25	IV
Preliminary Title Work (Rights-of-Way)	14	III
Prepayment	41	VII

Project Budget	3	I
Project Description	1	I
Project Funding	2	I
Property Rights	14	III
Refinancing (Graduation)	5	II
Refinancing (Graduation)	42	VII
Repayment	4	II
Rehabilitation Act of 1973	48	VII
Remaining Funds, Use of	38	VI
Remedies for Non-Compliance	NA	VIII
Reporting Subawards and Executive Compensation	Appendix B	NA
Reserves	9	II
Reserves	19, 21	III
Resident Inspector	34	VI
Rights-of-Way, Final	27	IV
Rights-of-Way, Preliminary	14	III
Quarterly Reports	44	VII
Security	5	II
Security/Operational Inspections	43, 49	VII
Service Declination Statement	19	III
Sewage Treatment Contract	15	III
Short-Lived Assets Reserve	9	II
Specifications	12, 22	III
Statutory and National Policy Requirements	48	VII
System for Award Management	33	V
System for Award Management	Appendix A	NA
System Policies, Procedures, Contracts, and Agreements	15	III
Technical Assistance	15	III
Technical Assistance	21	III
Technical Assistance	23	III
Technical Assistance	31	V
Technical Assistance	39	VI
Technical Assistance	44, 45	VII
Technical, Managerial and Financial Capacity	39	VI
Title Work, Preliminary	14	III
Title Work, Final	27	IV
Universal Identifier	Appendix A	NA
User Agreement, Water / Sewer	15	III
Users, System	19	III

Vulnerability Assessment/Emergency Response Plan	23	III
Vulnerability Assessment/Emergency Response Plan	31	V
Vulnerability Assessment/Emergency Response Plan	46	VII
Water Purchase Contract	15	III

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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- (1) mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

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# Memo

To: Honorable Mayor Jirsa  
Board of Trustees  
Town Administrator Lancaster

From: Reuben Bergsten, Utilities Director  
Jeff Boles, Water Superintendent

Date: August 23, 2016

RE: Hondius Water Users Voluntary Water System Transfer  
Memorandum of Understanding (MOU)

---

**Objective:**

- To obtain the Town Board's support for a voluntary water system transfer project with Hondius Water Users Association which will allow access to low interest loans.
- To improve the quality, reliability and efficiency of delivering drinking water to our citizens.

**Present Situation:**

Small drinking water systems were once simple enough to own and operate. Increasing regulatory requirements and aging systems require a much larger effort and level of expertise. Consolidation of smaller systems makes financial and operational sense. The residents currently served by Hondius Water Users Association have requested the Town initiate the process for a voluntary water system transfer.

The attached MOU provides the Town authority to apply for project financing, assist with project execution and devolution of the system to the Town.

Staff is open to this so long as the existing Town customers do not subsidize the project. Transfer of ownership to the Town is contingent on the Hondius distribution system being brought up to Town standards. The design and construction is costly and must be paid for by the property owners served by Hondius.

At the time of writing this memo the MOU has not been signed by Hondius; however, we anticipate it will have been signed before it is presented to the Town Board.

**Proposal:**

To solidify the arrangement, we request the Town Board approve the attached MOU with Hondius.

**Advantages:**

This project supports the Town's mission to provide high-quality, reliable services for the benefit of our citizens while being good stewards of public resources. All project funding obligations will be covered by the Hondius Water Users Association.

**Disadvantages:**

Staff workload will increase; however, hours and costs will be logged and included for reimbursement through the project.

**Action Recommended:**

Staff recommends approval of the MOU.

**Budget:**

All project related costs will be funded by Hondius members. The Utilities budget will provide payments with reimbursements to follow. Cash outlay will be minimal.

**Level of Public Interest:**

Moderate. Other neighborhoods are looking to follow this same process.

**Sample Motion:**

I move to approve proposed Memorandum of Understanding.

**Attachments:**

Memorandum of Understanding (MOU)

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is dated this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between the Town of Estes Park (the "Town") and the Hondius Water Users Association Inc. (the "Association").

WHEREAS, the Town owns and operates its Water Utility; and

WHEREAS, the Association owns the distribution system which provides water to properties north of High Drive located outside the Town Limits; and

WHEREAS, the Association is receiving potable drinking water from the Town as a bulk water customer; and

WHEREAS, the Association's distribution system is in bad repair and needs replacement; and

WHEREAS, Larimer County Health Department and the Association have obtained professional engineering and environmental services related to the reconstruction of the water distribution system including the water distribution system being brought up to Town standards (the "Project"); and

WHEREAS, the Association has requested that the Town accept transfer of the reconstructed distribution system (the "New System"); and

WHEREAS, the Town and Association will work together to secure financing from USDA Rural Development for the Project; and

WHEREAS, the Town will create a new water utility rate assigned to the participating Association properties and participating non-association properties for repayment of administration, financing, design and construction costs of the Project; and

WHEREAS, the parties agree to the terms and conditions as set forth herein; and

NOW, THEREFORE, in consideration of the mutual covenants and promises stated herein, the parties agree as follows:

### **I. Project Outline.**

The parties understand funding currently exists through USDA's Rural Development group for the Project. The parties have determined that to provide funds for the Project, the preferred method is to have the Town apply for project financing and repay such financing

through a water utility rate on the utility bills for those properties in the Association's boundary currently receiving water service and participating non-association properties.

Attached hereto and incorporated herein by reference as Exhibit A, are the basic steps needed to apply for and receive a USDA Rural Development loan. This MOU is divided into two parts. Phase 1 states the terms and conditions necessary to make an informed decision to proceed or not proceed with the Project. Phase 2 starts if the Association and the majority of its members agree to proceed with the Project, and the Town receiving approval of the loan application to fund detailed design and specifications and construction of the Project.

## **PHASE 1**

Preliminary Engineering and Environmental Report (PER and ER). The Association has worked with the County to produce a PER and ER:

1. Upon receipt of the PER and ER, the parties shall review the report for compliance with Town standards.
2. The Association and County will work with their engineer to gain USDA approval of the PER and ER.
3. The Town will require a petition be signed by a majority of the Association properties approving the Project.
4. The Association Board must formally approve and enter into an agreement with the Town to proceed with the Project, transfer of the New System to the Town and creation of a new water rate for those properties within the Hondius service area receiving water service.
5. The Association shall be responsible for filing with the Town the necessary petition and documentation requesting the Town to proceed with the USDA loan application.
6. In the event that the loan is not approved, this MOU shall terminate.

## **PHASE 2**

1. Phase 2 shall consist of all tasks required after USDA approval of the loan application is obtained by the Town: Upon receipt of the approval of the funding from the USDA, the Town shall proceed with detailed design and competitive bidding for construction of the Project. The Town shall contract with the selected construction firm for the Project.
2. The Town shall consult with the Association during the design and construction process.
3. It is understood by the parties that reconstruction of the system may include the need to obtain easements from property owners. The Association shall be

responsible for obtaining and providing easements to the Town for the location and installation of the system.

4. The Association shall be responsible for reimbursing the Town for all its administrative, legal, including bond attorney if applicable, financing and any other costs incurred by the Town in performing its duties and responsibilities for the Project. This obligation to reimburse the Town shall include all costs incurred by the Town in the event of any termination of this MOU.
5. The Town shall provide the Association with periodic reports of all expenses incurred by the Town.
6. Following construction of the Project and transfer of the New System to the Town, the Town shall own and be responsible for the operation and maintenance of the New System.
7. Association properties receiving water service and participating non-association properties shall become customers of the Town's existing water utility and shall be responsible for payment of the administration, design, construction and financing costs of the Project through the new water rate.

**II. Abandoned Assets.**

There may be abandoned assets currently owned by the Association or assets abandoned after construction. The parties understand and agree that the Town is not interested in, nor will accept, any responsibility for the Association's abandoned assets.

**III. System Development and Water Rights Fees.**

The parties understand and agree that all lots currently receiving service from the Association have been credited with the appropriate amount of the bulk water rate surcharge for the Town's System Development Fee and Water Rights Fee (a water tap fee) for a residential customer of the Town. All additional and future connections to the water system shall require payment of the Town's then current water development fee and water rights fee (tap fee).

Signed by the parties the \_\_\_\_ day of \_\_\_\_\_, 2016.

**Town of Estes Park**

**Hondius Water Users  
Association Incorporated**

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Hondius Water Users Association, Inc.**

Date: August 17, 2016

To: Estes Park Town Clerk  
(via email - [TownClerk@Estes.org](mailto:TownClerk@Estes.org))

From: Jim Redman, Board Member  
Hondius Water Users Association, Inc.

Subject: **Hondius Water Project and Level of Support**

The Hondius Water Users Association, Inc. (“HWUA”) has expressed interest in entering into a Memorandum of Understanding with the Town of Estes Park, Colorado in order to work together with the Town to replace the HWUA’s current drinking water system. The plan, to be funded via a USDA loan, calls for replacement of the current system with a new system for which the Town would take ownership and provide ongoing maintenance and management responsibilities after completion of the project. The Preliminary Engineering Report for the project has been prepared (by Landmark Engineering, Ltd.) and estimated the cost of the project to be approximately \$3.4 million. This estimated cost and the project design were presented at an advertised public meeting on August 1, 2016 to current property owners in the HWUA, as well as to other interested parties that are not currently members of the HWUA (many have their own water wells) but may have an interest in the project and whose properties are along the projected design route of the new system.

There are approximately 78 current properties included in the HWUA. There were approximately 31 of these HWUA properties represented by attendance at the August 1, 2016 public meeting and of those owners in attendance at the meeting, 29 have provided their signed Petition (which is a form prepared by the Town of Estes Park). Additionally, after the public meeting, we have attempted to contact the remaining HWUA members using email addresses and/or the U.S. mail service and as of today, we have received an additional 15 signed petitions from current HWUA members. As a result, as of the current date, we have received signed Petitions from 44 of the 78 HWUA properties. We have also received signed Petitions from 3 property owners that are not currently part of the HWUA. It is our understanding that these owners would be allowed to also participate in the project, in addition to all current HWUA properties, but would likely have to pay a tap fee to the Town. Of the 34 remaining HWUA members for which we have not yet obtained a signed Petition, a few have indicated hesitancy due to the level of the estimated cost of the project. This hesitancy could possibly be lowered with a grant from the USDA, but such a grant has not been considered as a reduction in the cost estimate made public, as it is too early to determine the amount of any such grant. Most of the remaining HWUA owners have simply not been heard from at this point.

## **EXHIBIT A**

### **Phase 1**

Preliminary Engineering Report / Environmental Report / Public Presentations.

Hondius Water Users Association Inc. (HWUA) votes in a new Board.

HWUA Board and a majority of its water customers agree to the Voluntary Water System Transfer Agreement.

Town Board votes and approves the Voluntary Water System Transfer Agreement.

### **Phase 2:**

USDA application for financing is approved and loan is received.

Town will perform bidding process for detailed design and reconstruction.

Reconstruction completed.

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# Memo

**To:** Honorable Mayor Jirsa  
Board of Trustees  
Town Administrator Lancaster

**From:** Alison Chilcott, Senior Planner

**Date:** August 23, 2016 (Public Hearing Date)

**RE:** Ordinance 21-16  
Proposed Text Amendment to Estes Valley Development Code:  
Concurrent Review – Timing of Board of Adjustment Review

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**Objective:**

Review of a proposed text amendment to Estes Valley Development Code (EVDC) for compliance with EVDC §3.3.D *Code Amendments, Standards for Review*.

**Present Situation:**

Prior to applying for and obtaining building permits, many development projects are reviewed through a public entitlement process. An entitlement is “the legal method for obtaining approvals for the right to develop property for a particular use.” (Pair, 2008) Examples of entitlements are development plan, variance, and rezoning approvals. Some projects require a combination of entitlement approvals, e.g. both a development plan and variance approval.

In 2014 the Town Board and County Commission amended the Estes Valley Development Code to require that in all cases variance approvals through the Board of Adjustment (BOA) must be the last entitlement approval obtained. Specifically, the code was amended to state, “The Community Development Director shall require that BOA review occur after final action on related development applications by the Decision-Making Body. . .”

This requirement was placed in the Estes Development Code at the direction of Town Board in 2014 and was in direct response to Town Board concerns about the processing schedule Town staff established for a specific project in which a variance was processed prior to submittal of related development applications, e.g. development plan.

During the January 28, 2014 Town Board Study Session a Trustee suggested that the process be reviewed in 18-24 months to determine if the code was working.

Based on a couple years of administering this code requirement, staff finds that the disadvantages of the code requirement outweigh advantages. Specifically, the requirement creates longer review times for non-complex and/or non-controversial projects, and can place a significant financial burden on applicants with complex and/or

controversial projects. In many cases engineering and design expenses can be reduced if the requirement to obtain all approvals prior to BOA is removed from the code. There may still be circumstances in which the Community Development Director determines BOA review should come last and Director will retain the ability to require that BOA review occur last.

Legal notices for the public hearing were published in the Estes Park Trail-Gazette on July 1, 2016.

**Proposal:**

Amend EVDC Section 3.1.E to remove the requirement for Estes Valley Board of Adjustment review to occur after review and approval of related development applications by the Planning Commission and/or Boards.

***Planning Commission Findings***

Planning Commission found that the proposed text amendment complies with EVDC §3.3.D. *Code Amendments, Standards for Review*, which states “All rezonings and text amendments to the EVDC shall meet the following criteria:”

1. “The amendment is necessary to address changes in conditions in the area affected;”

*Staff Finding:*

The amendment is necessary to address changes in conditions in the area affected. Over the past couple years, staff has received verbal comments from a number of developers and the local engineering firms that this code amendment places an unnecessary burden on developers about the burden this code requirement places on developers.

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 Finding:*

The proposed text amendment is compatible and consistent with the intent of the Comprehensive Plan and with existing growth and development patterns in the Estes Valley. A development plan is not required.

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:*

Not applicable.

**Advantages:**

- Complies with the EVDC Section §3.3.D Code Amendments, Standards for Review
- Reduces development risk.
- Provides the Community Development Director with flexibility to determine the appropriate review schedule for each project.
- Improves efficiency in processing development application packages.
- The Town Board may think that review of the special review application by Town Board is premature because the Board of Adjustment has not approved the variance request.

**Disadvantages:**

- The Board of Adjustment may think that review of a variance require prior to special review by Town Board is premature because the Town Board has not approved the overall project.

**Action Recommended:**

On July 19, Planning Commission conducted a public hearing on the proposed text amendment and recommended Town Board and County Commission approve the text amendment.

Review draft text amendment for compliance with Estes Valley Development Code (EVDC) §3.3.D *Code Amendments, Standards for Review* and move to approve or deny the text amendment.

**Budget:**

Text Amendment – Staff time and publishing costs, estimated to be under \$5,000

**Level of Public Interest:**

High: Efficient processing of development application packages and reducing development risk

Low: Code amendment

**Sample Motion:**

I move the **approval/denial** of Ordinance 21-16.

**Attachments:**

Ordinance 21-16

July 19 2016 Planning Commission minutes are included in the Town Board packet

**ORDINANCE NO. 21-16**

**AN ORDINANCE AMENDING THE  
ESTES VALLEY DEVELOPMENT CODE  
CONCURRENT SUBMITTAL AND TIMING OF REVIEWS**

**WHEREAS**, on July 19, 2016 the Estes Valley Planning Commission conducted a public hearing on the proposed text amendment to Estes Valley Development Code, Section 3.1.E “Concurrent Submittal, and Timing of Review,” found that the text amendment complies with Estes Valley Development Code §3.3.D *Code Amendments, Standards for Review*, and recommended approval of the text amendment; and

**WHEREAS**, the Board of Trustees of the Town of Estes Park finds the text amendments comply with Estes Valley Development Code §3.3.D *Code Amendments, Standards for Review* and has determined that it is in the best interest of the Town that the proposed amendments to the Estes Valley Development Code set forth on Exhibit “A” be approved.

**WHEREAS**, said text amendments are set forth on Exhibit “A” attached hereto and incorporated herein by this reference; and

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

Section 1: The Estes Valley Development Code shall be amended as more fully set forth on Exhibit “A.”

Section 2: 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 \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.**

TOWN OF ESTES PARK, COLORADO

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

ATTEST:

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

I hereby certify that the above Ordinance was introduced and read at a regular meeting of the Board of Trustees on the \_\_\_\_\_ day of \_\_\_\_\_, 2016 and published in a newspaper of general circulation in the Town of Estes Park, Colorado, on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, all as required by the Statutes of the State of Colorado.

\_\_\_\_\_  
Jackie Williamson, Town Clerk

# ORDINANCE 21-16 EXHIBIT A

## CHAPTER 3 REVIEW PROCEDURES AND STANDARDS

### *§3.1 General Provisions*

#### ***§3.1.E Concurrent Submittal, and Timing of Reviews***

At the election of the Applicant and with the approval of the Staff, applications for different types of development approvals may be processed concurrently ~~whenever possible~~ to expedite total review and processing time for a project. ~~except as follows:~~

~~The Community Development Director shall require that BOA review occur after final action on related development applications by the Decision-Making Body, e.g., the EVPC/Boards. Related development applications include, but are not limited to, rezoning, subdivision, development plan, and special review applications.~~

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# Memo

To: Honorable Mayor Jirsa  
Board of Trustees  
Town Administrator Lancaster

From: Jackie Williamson, Director

Date: *August 19, 2016*

RE: Resolution #15-16 - To Affiliate the Estes Park Police Officers with the Fire and Police Pension Association (FPPA) for Retirement

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**Objective:**

To approve Resolution #15-16 allowing discussions with FPPA to continue on the possibility of affiliating the Town's sworn Police Officers for FPPA retirement.

**Present Situation:**

The Town of Estes Park Police Officers and Dispatchers have been covered by the Statewide Death and Disability Social Security Supplemental Plan (SWD&D-SS) since the 1980s. This program provided death and disability benefits only and does not provide retirement benefits to the employees. Therefore, the Town established a defined contribution ICMA retirement plan for all Police department personnel because they did not qualify for PERA under state statute due to their affiliation with FPPA.

In May 2013, staff became aware the Dispatchers did not qualify for FPPA's SWD&D-SS program and would not be eligible to receive benefits from the plan. Staff was able to determine from discussions with long term employees that the Dispatchers use to perform tasks such as the processing of prisoners and pat downs of female prisoners which qualified them at the time to belong to FPPA. Once these tasks were removed from their job description they were no longer eligible for FPPA coverage. The Town removed the Dispatchers from FPPA in May 2013 which then made them eligible for PERA retirement. All new Dispatchers are enrolled in PERA for retirement and have no affiliation with FPPA.

A notice from FPPA followed in August 2015 stating the SWD&D-SS coverage would not continue for the Town's sworn Police Officers unless the Town elected to join the FPPA retirement plan. Normally FPPA requires an agency to belong to the retirement plan in order to elect the SWD&D-SS plan. The Town of Estes Park is one of only four agencies in the State that belongs to just the SWD&D-SS plan. FPPA will discontinue the Town's participation in the SWD&D-SS plan on December 31, 2016 unless the Town elects to join the FPPA retirement plan by the end of the year. The Town staff has met with FPPA and has determined it would be beneficial to continue the

discussions on the advantages and disadvantages of affiliating with FPPA for retirement.

**Proposal:**

The process for continuing to review and assess the FPPA retirement plan requires the Town to adopt a Resolution to join the FPPA retirement plan. The next steps will include employee meetings with HR and FPPA to understand the FPPA retirement plan and how the Town would structure the sworn Police Officer retirement plan moving forward. The state statute requires a vote of the membership with a 65% approval in order to establish FPPA retirement. If it is determined by the Town and/or the sworn Police Officers through the vote not to join FPPA retirement, the officers will lose their SWD&D-SS coverage on December 31, 2016.

If the Board approves the Resolution, informational meetings with HR and FPPA will be established in the next few weeks to outline the retirement plan and the benefits the Police Officers are eligible to receive through the SWD&D-SS plan.

**Advantages:**

- To continue the discussions with FPPA on the benefits of affiliating.
- Provide the sworn Police Officer with the option to join FPPA retirement.

**Disadvantages:**

- The automatic loss of the SWD&D-SS coverage for the sworn Police Officer on December 31, 2016.

**Action Recommended:**

Approve the proposed Resolution to continue exploring the advantages and disadvantages to affiliating with FPPA for retirement.

**Budget:**

None.

**Level of Public Interest.**

Low for the public and high for the Police department sworn personnel.

**Sample Motion:**

I move to approve/deny Resolution #15-16.

**Attachment**

Resolution #15-16



## **RESOLUTION #15-16**

### **TO AFFILIATE THE ESTES PARK POLICE OFFICERS WITH THE FIRE AND POLICE PENSION ASSOCIATION OF COLORADO (FPPA) AND FOR RETIREMENT**

WHEREAS, the Town of Estes Park covers its law enforcement officers/police officers under the federal Social Security Act; and

WHEREAS, pursuant to § 31-31-704.5 C.R.S., the Town of Este Park desires to affiliate with the Fire and Police Pension Association for purposes coverage under the Statewide Defined Benefit Social Security Supplemental Plan (SWDB-SS) under § 31-31-704.6 et seq., C.R.S.

WHEREAS, the Town of Estes Park, in addition to Social Security benefits, currently provides a defined contribution plan.

#### **NOW THEREFORE BE IT RESOLVED BY THE TOWN OF ESTES PARK THAT:**

1. The Town of Estes Park does hereby intend to cover its sworn police officers whose duties are directly involved with the provision of police protection under the Statewide Defined Benefit Social Security Supplemental Plan (SWDB-SS) established pursuant to §31-31-704.6 C.R.S. and retain coverage under the Statewide Death and Disability Social Security Supplemental Plan (SWD&D-SS) established pursuant to §31-31-704.7, C.R.S., and part 8 of Title 31, Article 31, C.R.S).
2. Such supplemental retirement benefits shall be funded by contributions as established in §31-31-704.6(3) C.R.S. for the Statewide Defined Benefit Social Security Supplemental (SWDB-SS) and §31-31-811(4) C.R.S. for the Statewide Death and Disability Social Security Supplemental Plan (SWD&D-SS).
3. Coverage under the Statewide Defined Benefit Social Security Supplemental Plan (SWDB-SS) shall be subject to the approval of at least 65% of all active Members employed by the Employer prior to approval of the application by FPPA.
4. If approved, coverage shall become effective on January 1, 2017, assuming all necessary forms, procedures, election of the membership, if required, and other relevant work is completed.
5. If not approved, the coverage under the Statewide Death and Disability Social Security Supplemental Plan (SWD&D-SS) shall terminate effective December 31, 2016.
6. The Employer makes the following certifications:
  - a. If approved by 65% of the active Members in the plan, all active sworn police officers will become participants in the Statewide Defined Benefit Social

Security Supplemental Plan (SWDB-SS), and retain coverage under the Statewide Death and Disability Social Security Supplemental Plan.

- b. If not approved by 65% of the active Members in the plan, all active sworn police officer's membership in the Statewide Death and Disability Social Security Supplemental Plan (SWD&D-SS) will cease on the effective date of December 31, 2016. Benefits previously granted to Members under the Statewide Death and Disability Social Security Supplemental Plan (SWD&D-SS) are not affected by the decision to discontinue coverage, and that the statutory provisions that apply to the Employer with respect to benefits previously awarded still apply.
  - c. The Employer acknowledges that the department's election to participate in the Statewide Defined Benefit Social Security Supplemental Plan (SWDB-SS) and the Statewide Death and Disability Social Security Supplemental Plan (SWD&D-SS) is irrevocable.
  - d. The Employer agrees to participate in the Statewide Defined Benefit Social Security Supplemental Plan (SWDB-SS) as described herein and to be bound by the terms of the plan and the decisions and actions of the board with respect to the plan.
7. The Employer acknowledges that if it offers pension benefits under the Statewide Defined Benefit Social Security Supplemental Plan (SWDB-SS), a locally administered Money Purchase Plan or another plan, there are limits under the Internal Revenue Code on the total contributions which may be made annually.
8. This affiliation resolution shall be revocable at any time prior to the commencement of the withholding of contributions from the Members' salaries for the Statewide Defined Benefit Social Security Supplemental Plan (SWDB-SS). If the Employer does not revoke the resolution prior to the withholding of contributions, affiliation becomes irrevocable.
9. The Town Clerk is directed to file a certified copy of this resolution with the Fire and Police Pension Association as soon as is practicable and Employer's staff is directed to take all other actions necessary to implement the coverage.

Approved this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the Town of Estes Park.

APPROVED:

\_\_\_\_\_  
Mayor Jirsa

ATTEST:

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