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

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.

BOARD OF TRUSTEES - TOWN OF ESTES PARK
Tuesday, December 9, 2014
7:00 p.m.

AGENDA

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

* PROCLAMATION – “Colorado Spirit Mountain Outreach Day”.

PRESENTATION OF FINANCIAL REPORTING AWARD. Finance Officer McFarland.

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

TOWN BOARD COMMENTS / LIAISON REPORTS.

TOWN ADMINISTRATOR REPORT.

1. CONSENT AGENDA (Approval of):

   1. Town Board Minutes dated November 25, 2014; Town Board Special Study Session Minutes dated December 2, 2014.
   2. Bills.
   3. Committee Minutes:
      A. Community Development/Community Services, November 20, 2014, Cancelled.
   4. Estes Valley Board of Adjustment Minutes dated November 4, 2014 (acknowledgement only).

2. LIQUOR ITEMS:

   1. TRANSFER OF OWNERSHIP – FROM ROCKY MOUNTAIN DISCOUNT LIQUORS INC. DBA ROCKY MOUNTAIN DISCOUNT LIQUORS TO KNH I&E INC. DBA ROCKY MOUNTAIN DISCOUNT LIQUOR, 350 W. RIVERSIDE DRIVE, RETAIL LIQUOR LICENSE. Town Clerk Williamson.

NOTE: The Town Board reserves the right to consider other appropriate items not available at the time the agenda was prepared.
3. **ACTION ITEMS:**

1. **ESTES VALLEY PLANNING COMMISSION APPOINTMENT.** Town Clerk Williamson.

2. **ESTES PARK BOARD OF APPEALS APPOINTMENT.** Town Clerk Williamson.

3. **RESOLUTION #34-14 - 2014 SUPPLEMENTAL BUDGET APPROPRIATIONS.** Finance Officer McFarland.

4. **RESOLUTION #35-14 INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF ESTES PARK AND COLORADO DEPARTMENT OF TRANSPORTATION FOR THE DEVOLUTION OF BUSINESS HWY 34 FROM MORAINES TO WONDERVIEW.** Director Muhonen.

5. **ESTES PARK TRANSIT HUB PARKING STRUCTURE BID REVIEW.** Director Muhonen.

6. **INTERGOVERNMENTAL AGREEMENT WITH PLATTE RIVER POWER FOR SUBSTATION MAINTENANCE.** Director Bergsten.

7. **SPECIAL EVENT VEHICLE REPLACEMENTS - G105A, G117 & G126.** Manager McEachern.

* 8. **SUPPORT FOR 2015 ROCKY MOUNTAIN NATIONAL PARK ENTRANCE FEE SCHEDULE.**

4. **REPORT AND DISCUSSION ITEMS:**

1. **3RD QUARTER FINANCIAL REPORT.** Finance Officer McFarland.

5. **ADJOURN.**

**MEETING CANCELLATION NOTICE:**

*The Town Board meeting scheduled December 23, 2014 has been cancelled.*
Minutes of a Regular meeting of the Board of Trustees of the Town of Estes Park, Larimer County, Colorado. Meeting held in the Town Hall in said Town of Estes Park on the 25th day of November, 2014.

Present: William C. Pinkham, Mayor  
Wendy Koenig, Mayor Pro Tem  
Trustees John Ericson  
Bob Holcomb  
Ward Nelson  
Ron Norris  
John Phipps

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

Absent: None

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

PROCLAMATION.  
Mayor Pinkham presented a proclamation for Giving Tuesday/Colorado Gives Day beginning at midnight on Tuesday, December 9, 2014. This annual statewide movement celebrates and increases philanthropy in Colorado through online giving.

PUBLIC COMMENTS.  
None.

TRUSTEE COMMENTS.  
Trustee Norris thanked the Bear Task Force for their efforts during the 2014. Communication has been the key in bringing the issue to the forefront for businesses, homeowners and visitors. It was noted the Town appearance has improved with the initiative.

Trustee Holcomb congratulated staff on a job well done in lighting up the downtown area for the holidays.

Mayor Pro Tem Koenig recognized the Best Western Saddle Inn for winning Best Western’s “Chairman’s Award” for superior quality and service. This award is presented to the top 5% of the North American chains.

Trustee Phipps reviewed the items from the November 18, 2014 Planning Commission meeting, including the review and approval of a development plan for Mountain Center at the YMCA with a height variance approved by the Board of Adjustment for a climbing wall. The Planning Commission Chair and Community Development Director would attend the upcoming interviews for the Planning Commission on December 2, 2014. The County Commissioners approved the new bylaws for the Planning Commission at their recent meeting. The Planning Commission was advised the Town Board would discuss the visioning of the downtown at a study session on January 13, 2015.

Trustee Nelson stated the extension of the Open Space tax was approved by the voters with an 82% affirmative vote. The Open Lands Advisory Board approved the purchase of the Devil’ backbone below the keyhole.
Trustee Ericson stated the Transportation Advisory Committee held their regularly scheduled meeting and discussed tasks the Board would be reviewing. He stated the new lights have added a nice touch to downtown. Saturday is small business Saturday and encouraged the citizens to shop locally. Restorative Justice held a fundraising diner at Mama Roses this weekend with over 102 in attendance.

Mayor Pinkham reiterated the success of the new tree lighting downtown. He mentioned the new AM radio station would be up and running with updated broadcasting beginning January 2015. This Friday after Thanksgiving the Town would present the Catch the Glow parade and encouraged everyone to attend.

**TOWN ADMINISTRATOR REPORT.**

The Urban Land Institute report has been released and a copy would be provided to each of the Board members. The report discusses resiliency issues after the September 2013 flood for Estes Park, Fort Collins and Loveland.

On Monday, December 1, 2014 at 3:00 p.m. in the Board room the North Front Range Metropolitan organization would be in Estes Park to provide an overview of the Van Go program. He encouraged the local businesses to attend to learn more about the carpooling program to provide transportation to employees from the valley.

1. **CONSENT AGENDA:**

   2. Bills.
   3. Committee Minutes:
      
      a. Public Safety, Utilities and Public Works, November 13, 2014:
         
         1. Intergovernmental Agreement with Platte River Power Authority (PRPA) and PRPA Municipal Members for Mutual Aid for Power Operations.
      
      4. Transportation Advisory Committee dated October 15, 2014 (acknowledgement only).
      
      5. Parks Advisory Board Minutes dated October 16, 2014 (acknowledgement only).
      

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

2. **LIQUOR ITEMS**

   1. **STIPULATION AGREEMENT - EVEREST KITCHEN LLC, DBA FAMOUS EASTSIDE GROCERIES, 381 S. ST. VRAIN AVENUE, 3.2% BEER OFF PREMISES LIQUOR LICENSE.** Town Clerk Williamson presented the Board with a stipulation agreement in lieu of a show cause hearing. The agreement was reviewed at the November 11, 2014 meeting and tabled because the licensee was not available. Mr. Bipin Shrestha was present at the meeting to discuss the violation and efforts to ensure further violations do not occur. The agreement considered the violation a second offense within two years and outlines a 21 day suspension with 14 days served and 7 days held in abeyance. It was moved and seconded (Ericson/Koenig) to approve the
Stipulation Agreement with Everest Kitchen LLC, dba Famous Eastside Groceries, and it passed unanimously.

3. PLANNING COMMISSION ITEMS.

1. CONSENT ITEM:

1. CONDOMINIUM MAP, Supplemental Condominium Map #7, Stone Bridge Estates Condominiums, 1125 Fish Creek road, Kingswood Homes/Owner. Planner Kleisler.

It was moved and seconded (Koenig/Norris) to approve the Consent Agenda with the Planning Commission recommendations, and it passed unanimously.

2. ACTION ITEMS:

1. AMENDED PLAT, Lot 4, Good Samaritan Subdivision (Falcon Ridge), TBD Red Tail Hawk Drive, Estes Park Housing Authority/Owner. Planner Kleisler reviewed the application stating the amended plat would vacate existing easements and dedicate new easements necessary for the Falcon Ridge development plan. The original development plan application proposed a 66 unit development with buildings along the southern property line. The new and Planning Commission approved plan proposes a 48 unit development with buildings located along the north end of the site. Planning Commission recommended unanimous approval of the amended plat as presented at its October 21, 2014 meeting. It was moved and seconded (Norris/Phipps) to approve the Amended Plat of Lot 4, Good Samaritan Subdivision with the Planning Commission recommendations, and it passed with Trustee Holcomb abstaining.

2. FEE WAIVER, Waiver of fees for Amended Plat of Lot 4, Good Samaritan Subdivision (Falcon Ridge), Estes Park Housing Authority/Owner. Planner Kleisler presented the fee waiver request for the Amended Plat application. At the July 22, 2014 Town Board meeting the Board approved a fee waiver request for the Falcon Ridge project estimated at $56,422 for the development review and building permit fees. This request is for the additional Amended Plat application and administrative costs of $760. It was moved and seconded (Ericson/Phipps) to approve the fee waiver for the Amended Plat of Lot 4, Good Samaritan Subdivision, and it passed unanimously.

4. REPORT AND DISCUSSION ITEMS:

1. ESTES PARK HOUSING AUTHORITY UPDATE. Director Rita Kurelja provided an update on the Falcon Ridge project. The complex was completely redesigned and contains 48 units consisting of 1, 2 and 3 bedroom rental units. The units will rent from $351- $765 for a one bedroom, $424 - $921 for a two bedroom, and $681 - $1,063 for a three bedroom. The units would serve those earning between 30% - 60% of the area median income. Construction of the complex would begin approximately March 1, 2015 with a 9 month construction timeline. Leasing of the units would begin at the end of 2015. The current financing including tax credit equity, permanent mortgage, CDBG-DR and Town fee waivers leaves a gap of $503,752 to complete the project. The Housing Authority requested the Town Board consider waiving the water tap fees of $396,606 to help fund the project. The Housing Authority would also provide assistance to the Estes Park Economic Development Council in addressing housing issues, work on seasonal housing concerns, land, Cleave Street apartments as no smoking units, and be involved in the Colorado Association of Ski Town (CAST) discussions on housing and methods to address housing in
resort communities. The Authority presented the Town with a final payment of the loan for the purchase of the Pines apartment complex, a mix of senior housing and market rate condominiums. The Town provided $2.7 million to the Authority in 2006 for the purchase. Mayor Pro Tem Koenig and Trustee Norris requested the Board discuss at an upcoming study session the use of the loan repayment funds to pay for the water tap fees for the Falcon Ridge project.

2. **ESTES PARK TRANSIT HUB PARKING STRUCTURE.** Director Muhonen informed the Board the Town received four bids for the parking structure with a range of $5.3 million to $6.3 million. Three of the four bids were disqualified leaving only one successful bid at $5.75 million. The current successful bid would require the Town to fund the $1.9 million shortfall or build just the shell for $4.3 million. If the Town moves forward with the project, construction would not be complete before the summer session. He would suggest the Board reject the bids and start a new bid process. The topic would be discussed at a special study session meeting on December 2, 2014.

5. **ACTION ITEMS:**

1. **LOCAL MARKETING DISTRICT APPOINTMENTS.** Town Clerk Williamson stated interviews for two Town appointed position on the Local Marketing District Board were held on November 18, 2014 following the Town’s adopted policy governance. The interview team recommended the reappointment of Lindsay Lamson and the appointment of Karen Ericson for 4-year terms expiring on December 31, 2018. It was moved and seconded (Koenig/Holcomb) the reappointment of Lindsay Lamson and appointment of Karen Ericson to the Local Marketing District beginning January 1, 2015 for a 4-year term expiring on December 31, 2018, and it passed with Trustee Ericson recusing himself.

2. **2015 STRATEGIC PLAN.** Administrator Lancaster presented the Board with the final 2015 Board objectives developed as part of the Strategic Plan. The plan and the objectives provide direction for staff activities and the use of resources in the coming year. It was moved and seconded (Koenig/Ericson) to approve the adoption of the 2015 Board of Trustees’ objectives and to incorporate these annual objectives in the Town of Estes Park Strategic Plan, and it passed unanimously.

**PUBLIC HEARING – 2015 BUDGET – ADOPTION.** Mayor Pinkham opened the public hearing. Finance Officer McFarland reviewed the adoption process and recapped the previous budget presentation at the November 11, 2014 public hearing. He presented the Highway User’s Trust Fund stating the funds consist of shared revenues, primarily derived from the fuel tax and vehicle registrations, and estimated at $259,377 for 2015. The funds would be utilized for street improvement projects, snow removal, vehicle and equipment usage, and traffic control. It was moved and seconded (Koenig/Norris) to approve the Highway User’s Trust Fund, and it passed unanimously.

Finance Officer McFarland continued with the presentation of Resolution #29-14 to set the mill levy, required to allow the Town to levy and collect property taxes. For 2015 the mill levy would be set at 1.822 mills yielding $315,763. The town’s property values have decreased approximately 3% or $11,000. The total taxable assessed valuation has declined 7% in the past two years. It was moved and seconded (Ericson/Koenig) to approve Resolution #29-14, and it passed unanimously.

Resolution #30-14 would adopt the 2015 budget and Resolution #31-14 appropriates sums of money to execute the budget and states that revenues within each fund are sufficient to support the expenditures.
Elizabeth Fogarty/Visit Estes Park (VEP) CEO & President thanked the Board for the Town’s investment in 2014 after the flood. Visit Estes Park requested additional investment in the organization of $25,000 in 2015 to continue to grow the marketing efforts of the organization. Bill Almond/Local Marketing District Board Chair encouraged the Town Board to consider the request by VEP and the opportunity of the Town to invest in the expertise of the organization’s staff in marketing the Town of Estes Park and the events of the Town.

It was moved and seconded (Norris/Koenig) to approve Resolution #30-14, and it passed unanimously.

It was moved and seconded (Holcomb/Ericson) to approve Resolution #31-14, and it passed unanimously.

3. CONSTRUCTION CONTRACT FOR RETAINING WALL REPLACEMENT AT 215 VIRGINIA DRIVE. Engineer Ash presented a contract with Osmun Construction to repair a rock retaining wall along Virginia Drive damaged during the 2013 flood. Initially it was understood the wall was on private property; however, through further survey it was determined the wall was within the right-of-way. The request for assistance with the repair was denied by FEMA. The project was advertised and two bids were received. Osmun Construction was the low bid at $57,921.70. A new Redi-Rock gravity wall system would be installed along the 75 foot length. It was moved and seconded (Nelson/Holcomb) to approve the construction contract for a retaining wall replacement at 215 Virginia Drive to Osmun Inc., in the amount of $57,921.70, and it passed unanimously.

4. RESOLUTION #32-14 EXTENDING WAIVER OF UTILITY MONTHLY BASE/MINIMUM CHARGES FOR 2013 FLOOD VICTIMS WITH HOMES AND BUSINESSES RENDERED UNINHABITABLE. Director Bergsten presented the resolution that would extend Resolution #32-13 approved by the Town Board in November 2013 to grant temporary suspension of fixed monthly minimum utility charges for customers who were victims of the 2013 flood with their homes or businesses heavily damaged or destroyed. Resolution #32-14 would extend the suspension for four additional years, expiring on October 1, 2018 and would be retroactive to October 1, 2014 or until service has been restored. It was moved and seconded (Phipps/Koenig) to approve Resolution #32-14, waiving monthly minimum utility charges for these specified customers, and it passed unanimously.

5. ROOFTOP RODEO STOCK CONTRACT. Director Winslow stated the current contract for rodeo stock with Powder River has expired. Staff identified eight qualified PRCA stock contractors with the capability of producing the Rooftop Rodeo and sent requests for bids to each. Three contractors responded with proposals; Powder River Rodeo, Carr Pro Rodeo and Cervi Championship Rodeo. The other potential bidders were either unable to produce the rodeo during the timeframe requested or did not send back a response. The bids were evaluated by Town staff and Western Heritage using the following criteria: contractor experience, stock quality, ability to work within the team concept, fees, and new ideas to continue to make the Rooftop Rodeo the best rodeo. After the evaluation process it was recommended that Cervi Championship Rodeo be awarded the contract for 2015-2017 with an option to extend the contract for 2018 and 2019. The new contractor would bring new ideas and energy to the rodeo and the parade, and address issues from the past. Cervi has planned a tour that would require contestants to enter into three rodeos in order to qualify for additional prizes; their fee would be less than the Town has paid in the past; Cervi offers an option to continue with some of the same key personnel; they are a leader in the industry producing some of the largest rodeos in the nation; and they own over 650 bucking horses and 115 bulls making them one of the largest rodeo stock companies in the nation.
Mike Cossoda/Western Heritage CEO & President thanked staff for the opportunity to participate in the selection process for the new stock contractor. He stated the process involved 14 members of Western Heritage who reviewed each of the proposals and made a recommendation to Director Winslow.

Binion and Chase Cervi/Cervi Championship Rodeo were present and stated the family run company has been in business for 48 years. They are a diverse company that provide services to rodeos of all sizes and operate one of the largest rodeos in the world in Houston, Texas. The advantage that Cervi has over other vendors is location. They are located in Greeley, Colorado and can work closely with staff and Western Heritage. They would utilize ideas used in difficult rodeo venues to help address concerns of staff and the committee to make the Rooftop Rodeo the best rodeo.

Board comments were heard and are summarized: questioned the quality of the stock and the ability to provide good stock for the Rooftop Rodeo; could the funds saved on the stock contract be used to increase the prize money and attract more talent to the rodeo; appreciated the collaboration of the Town staff and Western Heritage and the expertise and innovation of Cervi; and how would the new contractor be evaluated and success determined.

Ken Smith/Town citizen stated he has known Mike Cervi for 50 years and stated Cervi would produce a very good show for Estes Park.

It was moved and seconded (Nelson/Koenig) to approve the stock contract agreement with Cervi Championship Rodeo for the Rooftop Rodeo for the years 2015, 2016 and 2017 with an option to extend for 2018 and 2019, and it passed unanimously.

6. RESOLUTION #33-14 SETTING A SPECIAL ELECTION TO ALLOW THE TOWN THE RIGHT TO PROVIDE ADVANCED, TELECOMMUNICATION, AND CABLE TV SERVICES. Town Clerk Williamson presented the resolution to set a Special Municipal Election on Tuesday, February 3, 2015 to pose the question to the citizen’s of Estes Park on whether or not the Town should be allowed to provide some level of high speed internet service to the citizens. The resolution would set the election as an all mail ballot election and designate the Town Clerk as the Designated Election Official, thereby giving authority to complete all aspects of the election. It was moved and seconded (Koenig/Norris) to approve Resolution #33-14, and it passed unanimously.

Whereupon Mayor Pinkham adjourned the meeting at 9:10 p.m.

William C. Pinkham, Mayor

Jackie Williamson, Town Clerk
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 2nd day of December, 2014.

Board: Mayor Pinkham, Mayor Pro Tem Koenig, Trustees Ericson, Holcomb, Nelson, Norris and Phipps

Attending: All

Also Attending: Town Administrator Lancaster, Director Muhonen and Town Clerk Williamson

Absent: None.

Mayor Pinkham called the meeting to order at 5:00 p.m.

TRUSTEE COMMENTS & QUESTIONS.
Trustee Norris stated he reviewed the Urban Land Institute report and found it contained a lot of useful information. He requested the report be discussed at a study session during the first quarter of 2015.

FUTURE STUDY SESSION AGENDA ITEMS.
The future study session agenda list was reviewed and the following are the outcomes:

- Discussion of Board policy 1.4.7.2 Special Trustee Assignments and Trustee participation in community committees and groups in place of Community Service Grant discussion on December 9, 2014.
- Reschedule Community Service Grant discussion to January 13, 2015.
- Possibility of joining the RTD scheduled for February 10, 2015.
- Consistency of Interviewing for appointed Boards added to December 9, 2014.
- Discuss use of funds repaid by the Housing Authority added to December 9, 2014.
- Remove logo discussion from list of potential topics.
- Flood plain fees discussion would be heard by the Community Development/Community Services Committee and removed from the potential topics for study session list.
- EDC report would be added to the Town Administrator’s report at the Town Board meeting to update the Board on EDC activities.

ESTES PARK TRANSIT HUB PARKING STRUCTURE.
Director Muhonen provided the Board with an overview of the current location of the parking structure east of the Visitor Center on the north side of the river, including land ownership, proximity of the structure to the highway, utility location, and access by both vehicles and shuttles. He further indicated the shuttles would be required in the current configuration to use the west entrance and exit closer to the Elkhorn/Hwy 34/Hwy 36 intersection. The traffic impact study completed for the project demonstrated the shuttle delay for a left hand turn out of the parking lot could be up to 10 minutes, thereby further impacting the congestion in the area.

The Town submitted a request for bids on the project and received four bids. Three of the four bids did not meet the federal bid requirements and were eliminated from consideration. The remaining bid was the third highest bid at $5.7 million for the full structure. Director Muhonen indicated the Town could rebid the project; however, substantial reductions in cost would not be realized. He would recommend reducing the
requirements of the contractors to have experience with precast structure similar to the complexity of a parking structure in an effort to receive additional bids. The request for bids was limited to bidders with specific experience constructing parking structures.

The project budget summary was reviewed and noted that five funding sources, including FTA, FHWA, CDOT, Town of Estes Park and Rocky Mountain National Park were involved in bringing the project forward. Mayor Pro Tem Koenig questioned the level of funding by the Park and suggested the Town request additional funding. The total project funding to date of $4.9 million has been utilized to fund design costs, NEPA process, bidding and construction administration, and other miscellaneous items for a total expense of $1.1 million. The Town has approximately $3.77 million to build the project. To reduce the cost of construction administration, staff would recommend hiring a limited term project manager to oversee the parking structure, thereby providing additional funds for construction.

The bids received did not include the restrooms; however the following deducts were requested:
- Deduct Alternate #1 - Stone base on the lower level
- Deduct Alternate #2 – Heavy timber porch located on the lower pedestrian area
- Deduct Alternate #3 – Perforated metal and heavy timber cladding
- Deduct Alternate #4 – Heavy timber staircase
- Additive Alternate – Electric car charges

Director Muhonen presented the Board with four options to move forward, including Option 1 – Award bid to responsive bidder, Option 2 – Rebid the project at the current location, Option 3 – Revise the design and bid the project located in the southern parking lot across the river from the Visitor Center, and Option 4 – Cancel the project and reject the bids. Option 3 would move the parking structure to the south campus of the Visitor Center complex and be located largely on Bureau of Reclamation property adjacent to the golf course. The new location would create 190 new parking spaces, increase the foot print of the parking structure by 15 feet, preserve the current parking at the Visitor Center on the north side of the campus including RV spaces, maintain current access for the shuttles thereby decreasing traffic congestion otherwise created by the parking structure on the north side, decrease the cost per parking stall from approximately $79,000 with current bid to approximately $38,000, require a special use permit by the Bureau of Reclamation and a new NEPA study (a year long process), reduce the cost of utility relocation, reduce visual impact as the first level of the structure would be below grade, and increase the cost with a new design process required. For approximately $1 million in additional funding the Town could double the parking at the Visitor Center campus. Further reductions in construction cost could be realized with the elimination of decorative costs with the structure below grade. An additional option would be to leave the parking structure on the north side and relocate the shuttles to the south parking lot with some minor modifications.

Director Muhonen met with the Bureau of Reclamation and received support for the parking structure at the south location. The NEPA study would be conducted by the agency with the Town picking up the cost of approximately $75,000 to $100,000. The Bureau would not charge the Town for the use of the property and would investigate the potential of conveying the property to the Town if the parking structure is built. The access to and from the parking structure would remain the same as the current configuration as there is no competing traffic adjacent to the parking lot with the undeveloped hillside.

The Town has clarified with the funding agencies that the funds allocated for the project could be extended and the Town would not be at risk of losing the funding. The funds must be used to develop a parking structure outside of the downtown corridor to intercept cars before they reach downtown. CDOT was not aware of the increase traffic impact created by the design of the structure at the north location.
Administrator Lancaster stated the Town has reviewed the budget and would support the additional funding of $1.3 million. The funds could come from the sale of Lot 4 - $1 million, $70,000 match not needed for the Sarbane trail grant, and savings from the MPEC project. This would provide the Town with funding to build the basic structure and build the additional decorative features in phases. The Town may find itself in a better position a year from now with flood recovery efforts wrapping up and reimbursements received, allowing for additional funds to be used on the project. The Town may reach out to the funding agencies to discuss the new option to increase the parking and ask for additional funding.

The Board consensus was to move forward with rebidding the project on the southern parking lot. Mayor Pro Tem Koenig suggested a shuttle lane from the Fairgrounds transportation hub be investigated linking the two locations and providing an incentive to use the outlining parking lot. The new location would be less impactful to the visitors and allow construction to take place during the summer, which is normally cheaper than winter construction. Trustee Ericson requested staff provide a project timeline as soon as possible. Staff stated the project once construction begins has been estimated at 10 months for full completion.

There being no further business, Mayor Pinkham adjourned the meeting at 6:55 p.m.

Jackie Williamson, Town Clerk
Chair Lynch called the meeting to order at 9:00 a.m. There was a quorum in attendance. He introduced the Board members and staff. Member Darling is the newest member of the Board, residing outside the Town limits in the Windcliff area. His expertise in construction will make him a valuable asset to the Board of Adjustment.

The following minutes reflect the order of the agenda and not necessarily the chronological sequence. There were two people in attendance.

1. PUBLIC COMMENT
   None.

2. CONSENT
   Approval of minutes of the October 7, 2014 meeting.

   It was moved and seconded (Smith/Moreau) to approve the Consent Agenda as presented and the motion passed 4-0, with Member Darling abstaining.

3. METES & BOUNDS PARCEL LOCATED AT 1740 HUMMINGBIRD LANE.
   Senior Planner Shirk reviewed the staff report. The property is located in the High Drive area, and was developed in the 1930s as a summer cabin. The lot is zoned E-1–Estate, which has a one acre minimum lot size. This lot is approximately ¼ acre. Planner Shirk explained the how lot size related to setbacks; larger lot, larger setbacks. The E-1 district has a minimum setback from all property lines of 25 feet. The lot being reviewed today is only 45 feet wide, and very undersized for the zone district. Due to the E-1 zoning, any improvements require a variance.

   Planner Shirk stated a variance on this property was approved is 2003; however, the property owner at that time never followed through with the project, and the approval became null and void. The new property owner would like to make some improvements to the existing single-family dwelling. The improvements would include an addition to the south, with a new deck to the south of the new addition. The application was routed to affected agencies and adjacent property owners. The next door neighbor shared concerns about the possibility of having to connect to the sewer main. He spoke with UTSD and the concern was resolved. Planner Shirk stated the existing structure has a septic system and is connected to the Hondius water system. The water system serves the majority of the High Drive area; the Town provides the water, and the Hondius system distributes it. It is not a year-round system. Planner Shirk stated if the septic system was not adequate for the proposed improvements, the property owner would be required to connect to the Upper Thompson Sanitation District’s sewer lines. The property owner will work with the Larimer County Health Department to ensure compliance with the septic issue.

   Staff Findings
1. Staff finds that special circumstances and conditions exist relating to lot size and width. The existing house was built before setbacks were established. With present setback requirements, the entire house is considered non-conforming.

2. In determining practical difficulty, staff finds the following:
   a. Residential use may continue. The current 547 square foot structure, built in 1935, is small relative to today’s standards and when compared with the surrounding neighborhood, which has an average size of 923 square feet.
   b. The variance is not substantial.
   c. The essential character of the neighborhood would not be substantially altered with the approval of this variance. The proposed addition is generally consistent with the size and character of surrounding homes.
   d. The variance would not adversely affect the delivery of public services such as water and sewer. Affected agencies expressed no concerns relating to public services for this variance.
   e. The applicant purchased the property in 2005, after the adoption of the current setback standards.
   f. Whether the applicant’s predicament can be mitigated through some method other than a variance, staff finds the existing house is entirely nonconforming to setback standards; therefore, it is impossible to do any expansion without a variance. The only other option for the applicant is to purchase an adjacent property, combine both lots, and rebuild to meet setbacks.

3. Staff finds the conditions as submitted in this variance petition are not general and recurrent in nature.

4. Staff finds the variance, if granted, will not reduce the size of the lot.

5. Staff finds the variance shall represent the least deviation from the regulations that will afford relief.

6. Staff finds residential uses are permitted in the E-1—Estate zone district.

7. Should the variance be obtained, staff recommends that a registered land surveyor verify building placement.

Staff and Member Discussion
None.

Public Comment
Steve Lane/applicant representative stated if the setbacks were sized for this particular lot, they would be 10 feet instead of the required 25 feet. He stated if the previous owner would have followed through with the proposed project (in 2005), it would have triggered a requirement to connect to the sewer system. The current proposed plan is to add a bedroom, which will not increase the use of the septic system. He stated the property owner desires to have additional square footage for summer use.

Richard Jensen/County resident was not opposed to the variance. He was in attendance to gain a better understanding of the request. He stated the improvements would still be in character with the neighborhood.

Board and Staff Discussion
None.

Conditions of Approval
1. Full compliance with applicable building codes, approved site plan, and building plans.
2. Prior to issuance of a building permit, the applicant shall provide a letter from the Hondius Water System stating there is adequate water supply to the proposed addition.
3. Prior to issuance of a building permit, the applicant shall obtain any necessary acquisition of sewer easement(s) and shall connect to the sewer or receive approval of the Larimer County Health Department for the current septic system.
4. Prior to issuance of a building permit, the applicant shall notify the Larimer County Health Department regarding abandonment of the existing septic system.
5. Prior to pouring foundation, a setback certificate prepared by a registered land surveyor shall be submitted to the Community Development Department.

6. Compliance with email from Larimer County Chief Building Official dated October 22, 2014.

It was moved and seconded (Moreau/Newsom) to approve the variance request with the findings and conditions recommended by staff and the motion passed 5-0.

4. REPORTS

A. Planner Shirk reported on the Sombrero Ranch variance. The applicant is moving forward and will begin hauling this week. All the issues with the various agencies, associations, property owners, etc. have been resolved. He stated the project has been scaled down. There is more immediate repair work than originally thought, and some of the material to be stockpiled will now be taken directly to the repair sites. The end result for the stockpile at Sombrero Ranch will be approximately one acre in size rather than two acres, and the new road will not be needed because fewer trucks will be going onto the property.

B. Planner Shirk shared information relating to the Estes Valley Development Code (EVDC). To provide continuing education to the Board, he reviewed the purpose of setbacks, which are the most common reason for a variance request. The purpose of setbacks is to ensure the structures are built on the property and not over the property line. Setbacks ensure dwellings are in the right place, and allow for some perimeters around the property lines for utilities, fire protection, emergency vehicle access, and privacy. Other purposes are to allow for adequate air and light circulation. Lastly, setbacks are established for aesthetics and to maintain character in neighborhoods.

C. Planner Shirk explained the process for Staff-Level Minor Modifications. Staff is allowed to grant minor modifications to certain development standards up to 10% of the setback requirement. Sometimes there are no issues, other times the modification is difficult and uncomfortable, depending on the density of the neighborhood. Therefore, staff has begun sending neighbor notices for all staff-level reviews. If there are objections, staff can upgrade the level of review to a Board review. This notification practice is fairly recent, and was put in place to be more transparent with adjacent property owners.

D. Planner Shirk reported on a possible policy concerning deck replacements. He stated many decks were originally permitted prior to the EVDC and current setback requirements. If the property owner desires to replace the existing deck, a variance is required; no grandfathering is allowed. Staff asked for feedback on a proposed policy to consider those deck situations as normal repair and maintenance, which would not require a variance. In order for the deck to qualify for the variance waiver, it would need to have been permitted when originally built. Decks built without permits, within the setbacks, would not qualify for the variance waiver. Instead, these situations could be handled similar to minor modifications, where the neighbors would be notified. If no objections were received, staff would move forward with a staff-level review. If objections were received, the application would move to the Board of Adjustment for review. The proposed policy for permitted decks would save applicants the $500 fee, in addition to a six-week waiting period. Member Moreau inquired about the requirement of a variance only if it was more than a certain percentage into the setback. Planner Shirk stated decks are allowed up to 30% into the setback, if constructed at grade. Fire codes also come into play with structures near property lines. Member Newsom was in favor of the policy. Planner Shirk clarified this policy would not apply if the variance request encroached into a utility easement. He would work on a draft policy and bring it to the Board in early 2015.

E. Planner Shirk explained the definition of a building envelope, stating it is lines drawn on a plat that establishes setbacks for that particular parcel. Structures can only be built within those lines, or building envelope. Building envelopes cannot be granted variances, because they are part of the plat, rather than setbacks required in the development code. Changes to building envelopes require an amended plat, which is reviewed by the Planning Commission. Recommendations are made by the Planning Commission.
Commission to either the Town Board or the County Commission, depending on the location of the parcel. As an example, Thunder Mountain Subdivision established building envelopes when the subdivision was originally created. Those envelopes have since been vacated, and the standard zoning regulations now apply.

There being no other business before Board, the meeting was adjourned at 9:33 a.m.

___________________________________
John Lynch, Chair

___________________________________
Karen Thompson, Recording Secretary
December 3, 2014

Board of Trustees and Management
Town of Estes Park
P.O Box 1200
170 MacGregor Ave.
Estes Park, CO 80517

Dear Ladies and Gentleman:

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the audit and nonaudit services CliftonLarsonAllen LLP (CLA) will provide for the Town of Estes Park ("you," "your," or "the entity") for the year ended December 31, 2014.

Paul Niedermuller, CPA, is responsible for the performance of the audit engagement.

Audit services
We will audit the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of the Town of Estes Park, as of and for the year ended December 31, 2014, and the related notes to the financial statements.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity’s basic financial statements. The following RSI will be subjected to certain limited procedures, but will not be audited.

1. Management’s discussion and analysis.
2. Schedule of funding progress
3. Budgetary comparison schedules.

We will also evaluate and report on the presentation of the following supplementary information other than RSI accompanying the financial statements in relation to the financial statements as a whole:

1. Schedule of expenditures of federal awards
2. Combining individual fund statements and schedules
3. Budgetary comparison schedules
4. Local highway finance report

The following information other than RSI accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditors’ report will not provide an opinion or any assurance on that information:

1. Introductory section
2. Statistical section
Nonaudit services
We will also provide the following nonaudit services:

- Preparation of your financial statements, schedule of expenditures of federal awards, and related notes.
- Preparation of adjusting journal entries.

Audit objectives
The objective of our audit is the expression of opinions about whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS); the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Our audit will include tests of your accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express opinions and render the required reports. We will perform procedures on the financial information of the Town of Estes Park Local Marketing District to enable us to express our opinions. We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) other than RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

The objectives of our audit also include:

- Reporting on internal control related to the financial statements and on compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.
- Reporting on internal control related to major programs and expressing an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts and grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133.

The Government Auditing Standards report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity’s internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity’s internal control and compliance. The OMB Circular A-133 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the result of that testing based on the requirements of OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose.
We will issue written reports upon completion of our audit of your financial statements and compliance with requirements applicable to major programs. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If our opinions on the financial statements are other than unmodified or the single audit compliance opinion is other than unqualified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements or material noncompliance caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming opinions on the financial statements or an opinion on compliance, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue reports, or withdrawing from the engagement.

**Auditor responsibilities, procedures, and limitations**

We will conduct our audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements as a whole are free from material misstatement, whether due to fraud or error. An audit involves performing procedures to obtain sufficient appropriate audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditors’ judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements.

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements or noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards*, and OMB Circular A-133. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a single audit.

In making our risk assessments, we consider internal control relevant to the entity’s preparation and fair presentation of the basic financial statements and compliance in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity’s internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors.
that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with the direct and material compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we identify during the audit that are required to be communicated under AICPA professional standards, Government Auditing Standards, and OMB Circular A-133.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity’s compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

We will include in our report on internal control over financial reporting and on compliance relevant information about any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that may have occurred that are required to be communicated under Government Auditing Standards.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the “OMB Circular A-133 Compliance Supplement” for the types of compliance requirements that could have a direct and material effect on each of the entity’s major programs. The purpose of these procedures will be to express an opinion on the entity’s compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

We will evaluate the presentation of the schedule of expenditures of federal awards accompanying the financial statements in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the schedule to determine whether the information complies with U.S. GAAP and OMB Circular A-133, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We will compare and reconcile the schedule to the underlying accounting records and other records used to prepare the financial statements or to the financial statements themselves.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.
Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements, RSI, and the schedule of expenditures of federal awards in accordance with U.S. GAAP. Management is also responsible for identifying all federal awards received, understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133.

Management’s responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. Management is responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design, implementation, and maintenance of effective internal control, including internal control over compliance, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and that there is reasonable assurance that government programs are administered in compliance with compliance requirements.

You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for taking timely and appropriate steps to remedy any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that we may report. Additionally, as required by OMB Circular A-133, it is management’s responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on April 27, 2015.
You are responsible for ensuring that management is reliable and for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters, and for the accuracy and completeness of that information, and for ensuring the information is reliable and properly reported; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence. You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements. You are also responsible for providing us access to component information, those charged with governance of components and component management (including relevant audit documentation and communications).

You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity’s activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity’s financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the “Audit objectives” section of this letter. This responsibility includes relaying to us
corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management’s views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

The responsibilities and limitations related to the nonaudit services performed as part of this engagement are as follows:

- We will prepare a draft of your financial statements, schedule of expenditures of federal awards, and related notes. Since the preparation and fair presentation of the financial statements and schedule of expenditures of federal awards is your responsibility, you will be required to acknowledge in the representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. You have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements and schedule of expenditures of federal awards.

- We will propose adjusting journal entries as needed. You will be required to review and approve those entries and to understand the nature of the changes and their impact on the financial statements.

These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Use of financial statements

The financial statements and our report thereon are for management’s use. If you intend to reproduce and publish the financial statements and our report thereon, they must be reproduced in their entirety. Inclusion of the audited financial statements in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

If we agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

*CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.*
With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

**Engagement administration and other matters**

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

At the conclusion of the engagement, we will complete the auditor sections of the electronic Data Collection Form SF-SAC and perform the steps to certify the Form SF-SAC and single audit reporting package. It is management’s responsibility to complete the auditee sections of the Data Collection Form. We will create the single audit reporting package PDF file for submission; however, it is management’s responsibility to review for completeness and accuracy and electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors’ reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse and, if appropriate, to pass-through entities.

The Data Collection Form and the reporting package must be electronically submitted within the earlier of 30 days after receipt of the auditors’ reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audit.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely matter to the Town’s Cognizant or Oversight Agency for Audit, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Town of Estes Park. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.
Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our relationship with you is limited to that described in this letter. As such, you understand and agree that we are acting solely as independent accountants. We are not acting in any way as a fiduciary or assuming any fiduciary responsibilities for you. We are not responsible for the preparation of any report to any governmental agency, or any other form, return, or report or for providing advice or any other service not specifically recited in this letter.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at www.CLAconnect.com/Aboutus/.

Mediation
Any disagreement, controversy, or claim (“Dispute”) that may arise out of any aspect of our services or relationship with you, including this engagement, shall be submitted to non-binding mediation by written notice (“Mediation Notice”) to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Any Dispute will be governed by the laws of the state of Minnesota, without giving effect to choice of law principles.

Time limitation
The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute. The parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a Dispute, any action or legal proceeding by you against us must be commenced within twenty-four (24) months (“Limitation Period”) after the date when we deliver our final audit report under this agreement to you, regardless of whether we do other services for you relating to the audit report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.
Fees
The charges for our work are to be based upon the time involved, degree of responsibility assumed and skills required, plus expenses including internal and administrative charges. Bills for services are due when submitted. Interim bills may be submitted at periodic dates to cover charges and expenses incurred. If a bill for services is not paid when due, we reserve the right to cease work and withdraw from the engagement.

It is hereby agreed that our fee will not exceed $23,660. If necessary, audits of major federal programs under the requirements of the Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, will be performed at a fee of $4,200 per major program, except for testing related to the Federal Emergency Management Agency (FEMA), which will be performed at a fee of up to $6,500, if necessary. In addition, our fee for procedures performed over the Estes Park Local Marketing District will be $5,000. These fees are based on our understanding that your accounting records, including supporting schedules, a list of which will be communicated in a separate letter, will be substantially completed by one week prior to the start of final fieldwork. We expect that your office personnel will help us by locating and providing us with invoices, vouchers, and other corporate documents and records that we request. We do not anticipate that we will encounter any substantial amount of accounting work to be completed or adjusted by us, or any defalcation or other significant problem or contingency. We will, of course, advise you before undertaking any work that would require an increase in the fee arrangement.

Unanticipated services
We do not anticipate encountering the need to perform additional services beyond those described in this letter. Below are listings of services considered to be outside the scope of our engagement. If any such service needs to be completed before the audit can proceed in an efficient manner, we will determine whether we can provide the service and maintain our independence. If appropriate, we will notify you and provide a fair and reasonable price for providing the service. We will bill you for the service at periodic dates after the additional service has been performed.

Bookkeeping services
Bookkeeping services are not audit services. Bookkeeping services include the following activities:

- Preparation of a trial balance
- Account reconciliations
- Bank statement reconciliations
- Capital asset accounting (e.g., calculating depreciation, identify capital assets for additions and deletions)
- Calculating accruals
- Analyzing transactions for proper recording
- Converting cash basis accounting records to accrual basis
Additional work resulting from unanticipated changes in your organization or accounting records

If your organization undergoes significant changes in key personnel, accounting systems, and/or internal control, we are required to update our audit documentation and audit plan. The following are examples of situations that will require additional audit work:

- Revising documentation of your internal control for changes resulting from your implementation of new information systems
- Deterioration in the quality of the entity’s accounting records during the current-year engagement in comparison to the prior-year engagement
- Significant new accounting issues
- Significant changes in your volume of business
- Mergers, acquisitions, or other business combinations
- New or unusual transactions
- Changes in audit scope or requirements resulting from changes in your activities
- Erroneous or incomplete accounting records
- Evidence of material weaknesses or significant deficiencies in internal control
- Substantial increases in the number or significance of problem loans
- Regulatory examination matters
- Implementation or adoption of new or existing accounting, reporting, regulatory, or tax requirements
- New financial statement disclosures

Changes in engagement timing and assistance by your personnel

The fee estimate is based on anticipated cooperation from your personnel and their assistance with timely preparation of confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, we will advise management. Additional time and costs may be necessary because of such unanticipated delays. Examples of situations that may cause our estimated fee to increase include:

- Significant delays in responding to our requests for information such as reconciling variances or providing requested supporting documentation (e.g., invoices, contracts, and other documents)
- Rescheduling our fieldwork
- Schedule disruption caused by litigation, financial challenges (going concern), loan covenants (waivers), etc.
- Identifying a significant number of proposed audit adjustments
- Schedules prepared by your personnel that do not reconcile to the general ledger
- Numerous revisions to information and schedules provided by your personnel
- Restating financial statements for accounting errors in the prior year
- Lack of availability of entity personnel during audit fieldwork
**Changes in accounting and audit standards**

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the letter increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

**Other fees**

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf. You and your attorney will receive a copy of every subpoena or request we are asked to respond to. You can control the costs of any discovery process or document request by informing us which requests you would like us to act on.

**Finance charges and collection expenses**

You agree that if any statement is not paid within 30 days from its date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

**Agreement**

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between us. If you have any questions, please let us know. Please sign, date, and return a copy of this letter to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and our respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP

Paul Niedermuller, CPA
Principal
303-466-8822
Paul.Niedermuller@CLAgconnect.com
Response:
This letter correctly sets forth the understanding of the Town of Estes Park.

Authorized governance signature: ________________________________
Title: ________________________________
Date: ________________________________

Authorized management signature: ________________________________
Title: ________________________________
Date: ________________________________
Memo

To: Honorable Mayor Pinkham
   Board of Trustees
   Town Administrator Lancaster

From: Jackie Williamson

Date: December 5, 2014

RE: Liquor Licensing: Transfer of Ownership from Rocky Mountain Discount Liquors, Inc., dba ROCKY MOUNTAIN DISCOUNT LIQUORS to KNH I&E, Inc., dba ROCKY MOUNTAIN DISCOUNT LIQUORS, 350 W. Riverside Drive, Retail Liquor License.

Objective:
Transfer an existing liquor license located at 350 W. Riverside Drive to the new owner of the business, KNH I&E, Inc.

Present Situation:
A Retail Liquor License is currently held at the location referenced above by Rocky Mountain Discount Liquors, Inc. The business is being sold and the new owner of the business, applying as KNH I&E, Inc., is requesting a transfer of the liquor license. The application was submitted to the Town Clerk’s office on October 29, 2014, and a temporary permit is scheduled to be issued on December 10, 2014. The temporary permit authorizes the transferee to continue the sale of alcohol beverages as permitted under the permanent license while the application to transfer ownership of the license is pending.

The applicant, KNH I&E, Inc., has submitted all necessary paperwork and fees. The applicant is aware of the TIPS training requirement, however, to date, has not yet completed the training.

Proposal:
Town Board review and consideration of the application to transfer the existing license to the new owner of the business.

Advantages:
The transfer of the license provides the new business owner with the opportunity to continue operating the existing, liquor-licensed establishment.

Disadvantages:
The new owner is unable to continue operating the existing liquor-licensed business during the licensing process.
**Action Recommended:**
Approval to transfer the existing Retail Liquor License to KNH I&E, Inc.

**Budget:**
The fee paid to the Town of Estes Park for a liquor license transfer is $1,086. The fee covers the administrative costs related to processing the application, background checks, and business licensing. In addition, the renewal fee paid annually to the Town of Estes Park for a Retail Liquor License is $636.

**Level of Public Interest:**
Low

**Sample Motion:**
I move to approve/deny the Transfer Application for a Retail Liquor License filed by KNH I&E, Inc., dba ROCKY MOUNTAIN DISCOUNT LIQUORS.
PROCEDURE FOR TRANSFER OF LIQUOR LICENSE

TOWN CLERK.

Will present the application and confirm the following:

☑️ The application was filed **October 29, 2014**.

☑️ The Town has received all necessary fees and hearing costs.

☑️ The applicant is filing as a **Corporation**.

☑️ There is a police report with regard to the investigation of the applicants.

☑️ **Status of T.I.P.S. Training:**

  _X_ Unscheduled _______ Completed __________ Pending Confirmation

MOTION:

I move to approve/deny the Transfer Application for a **Retail Liquor Store** License filed by **KNH I&E, Inc.** doing business as **ROCKY MOUNTAIN DISCOUNT LIQUORS**.
**Memo**

To: Honorable Mayor Pinkham  
Board of Trustees  
Town Administrator Lancaster  

From: Jackie Williamson, Town Clerk  

Date: December 5, 2014  

RE: Estes Valley Planning Commission Appointment

---

**Objective:**  
To appoint a new Commissioner to the Estes Valley Planning Commission with the expiration of Kathy Bowers term on December 31, 2014.

**Present Situation:**  
Kathy Bowers confirmed with staff that she was not interested in renewing her term for the Planning Commission. The Town advertised for the position in the local paper and on the Town’s website through November 21, 2014. Two applications were received and interviews were scheduled with Trustee Phipps, Mayor Pro Tem Koenig, Planning Commission Chair Betty Hull and Code Compliance Officer Wes Reichardt on December 2, 2014.

**Proposal:**  
The interview team is recommending the appointment of Russell Schneider for a 4-year term beginning January 1, 2015 and expiring on December 31, 2018.

Russell Schneider has lived in Estes Park for approximately 28 months and became interested in the Planning Commission and its functions through the Falcon Ridge development. He is a neighbor to the development. He holds a Ph. D. from Michigan State University in Soil Chemistry.

**Advantages:**  
The position would be filled.

**Disadvantages:**  
If the appointment is not made, the position would remain vacant until the position can be re-advertised and interviews conducted.

**Action Recommended:**  
Appoint Russell Schneider to the Estes Valley Planning Commission beginning January 1, 2015 for a 4-year term expiring on December 31, 2018.
Budget: None.

Level of Public Interest: Low.

Sample Motion:
I move to approve/deny the appointment of Russell Schneider to the Estes Valley Planning Commission beginning January 1, 2015 for a 4-year term expiring on December 31, 2018.
Memo

To: Honorable Mayor Pinkham
   Board of Trustees
   Town Administrator Lancaster

From: Jackie Williamson, Town Clerk

Date: December 5, 2014

RE: Board of Appeals

Objective:
To reappoint John Spooner to the Board of Appeals.

Present Situation:
The Board of Appeals was modified in 2013 with the adoption of the 2009 International Building Codes which requires five members with technical qualifications. Five members were appointed with staggered terms. Mr. Spooner was appointed to a one year term in April of 2013. The Board has not met and therefore his position on the Board has remained vacant since it expired in May 2014.

The building code would begin the process to adopt the new Building codes with the help of the Board of Appeals. Therefore, staff announced the vacant position on the Board of Appeals and Mr. Spooner was the only applicant.

Proposal:
Staff would recommend the Board accept Mr. Spooner’s application and forego additional advertisement for this technical position. Mr. Spooner is a licensed professional engineer with over 40 years of professional experience in engineering. He has extensive experience in storm drainage and hydraulics. He works for Van Horn Engineering and Surveying and has extensive local design experience, including structural analysis of approximately 450 residential homes in the Estes area. Mr. Spooner was heavily involved in the adoption process of the 2009 International Building Codes.

Advantages:
The position would be filled and staff could move forward with a full Board reviewing the new building codes.

Disadvantages:
If the appointment is not made, the positions would remain vacant until the positions can be re-advertised and interviews conducted.

Board of Appeal Appointment
**Action Recommended:**
Reappoint John Spooner to the Board of Appeals beginning January 1, 2015 for a 5-year term expiring on December 31, 2019.

**Budget:**  None.

**Level of Public Interest.**  Low.

**Sample Motion:**
I move to approve/deny the reappointment of John Spooner to the Board of Appeals beginning January 1, 2015 for a 5-year term expiring on December 31, 2019.
Memo

To: Honorable Mayor Pinkham  
    Board of Trustees  
    Town Administrator Lancaster

From: Steve McFarland, Finance Officer

Date: December 9th, 2014

RE: Resolution #34-14; 2014 Supplemental Budget Appropriations

Background:

At the end of each calendar/fiscal year, the Town is required to assess and if necessary, amend the current budget to account for any funds that have exceeded their originally approved expenditure levels. Budget overages are often the result of Board-approved opportunities taken throughout the year which did not exist at the time of the budget creation. In some instances, the expenditures may have revenue offset. This year’s actual data has been affected by the September 2013 flood, but also by various projects and opportunities arising during 2014. The following pages contain explanations for the proposed Supplemental Appropriations to the 2014 Budget.

The attached spreadsheet is divided into two sections.

The first section of the document reports revenues/transfers in.

A. Column A reports 2014 “revenues/transfers in” as forecasted in the original 2014 budget, approved in December 2013.

B. Column B reports 2014 “revenues/transfers in” as estimated as of December 02, 2014.

C. Column C reports the variance between columns A and B.

Specific revenue (includes transfers in) comments:

Almost all of the funds are slated for higher revenues than provided for in the Original 2014 Budget.

There are $6,021,747 in flood related revenues (reimbursements for estimated projects) posted to the General ($3,751,086), Open Space ($144,118) and Light & Power ($1,866,433) Funds. The General Fund is also reporting higher revenues from an increase in sales tax projections (+$385,000) and from a pass-through grant to the EDC ($300,000).
The Community Reinvestment Fund revenues have increased primarily because the parking structure revenues were restated from 2013 (~$3.9 million), and due to the placeholder for the FLAP grant ($4.2 million). Additionally, Lot 4 revenues of $996,000 were added.

Community Services revenues have been reduced because the MPEC did not open as early as expected.

The 4 new Funds resulting from the 1% sales tax increase are now listed (Emergency Response, Community Center, Trails, Streets). In addition, the Streets Fund now has monies transferred to it from both the General and Community Reinvestment Funds.

The IT Fund’s revenues are increasing because of a new fiber optic contract.

The remaining Funds’ revenue changes are not material, but staff is pleased to report increases across the board.

The second section of the document reports expenditures. The columns include:

A) The original 2014 Budget as approved in December 2013,

B) The two supplemental appropriations that occurred during the year:
   a. Res #07-14: rollovers from 2013 approved in February 2014, and
   b. Res #05-14: supplemental appropriation for CRF in May 2014 to primarily restate the parking structure and MPEC/stall barn projects.

C) The sum of columns A & B, which represent the current 2014 Budget.

D) The projected final expenditures (the grey column is the focal point of the document, and is the revised total 2014 expenditures being requested for approval),

E) Whether or not column D (new forecast) exceeds column C (original forecast).

Explanation of variances in expenditures – 2014 was an active year for financial activity of the Town. Whereas usually 1 or 2 funds require additional appropriations, 8 funds out of 16 will need additional appropriations for 2014.

The General Fund is forecasted to exceed the original 2014 budget by roughly $4.3 million. Operationally, the General Fund has actually done well this year. Flood costs are ~$3.9 million, with an addition $300,000 for the pass through EDC grant.

The Community Reinvestment Fund has been restated to show expected expenditures. The parking structure remains in the 2014 budget, but will obviously be part of the 2015 revision process.

The Conservation Trust Fund will cover some of the ice rink expenditures. It was learned mid-year that the ice rink is an eligible cost.
The Open Space Fund has flood-related expenditures offsetting its increased revenue forecast. In reality, it is unlikely that these expenditures will occur in 2014.

The FF&E costs for MPEC have been spread between the Community Services and Community Reinvestment Funds. As a result, Events and MPEC costs have exceeded budgets. Monies should be saved on FF&E in CRF as a result.

The Utility Funds (Light and Power, Water) actual expenditures are both expected to decrease because flood-related capital projects have been pushed into 2015.

The Vehicle Replacement Fund will exceed original budget by roughly $31,000 because of a vehicle budgeted but not purchased in 2013 (and not rolled over).

Several Funds have minor cost increases associated with corresponding increases in revenues.

In the case of all Funds, the proposed modifications / supplemental appropriations do not jeopardize a positive fund balance (in fact, 11 of the 16 funds report increased fund balances), nor do they adversely affect required ratios in any Funds.

Finally, a few comments about the 2013 Flood and its effect on the 2014 financial statements. As stated, there are over $6,000,000 in flood-related expenditures and reimbursements (revenues) budgeted in 2014. It is unrealistic to think that all of the projects and reimbursements will actually transpire in 2014. Indeed, many of the projects and a great deal of the reimbursements will not occur until 2015, and will probably continue for several years. A 2015 amended budget will have to be created when 2014 financial statements are completed and staff can determine what remains incomplete in flood-related projects. Staff is confident that over a period of time, the numbers reported are as accurate as is possible at this time. Placing the entirety of the flood financial activity in 2014 is not realistic, but does allow for easier convenience of determining what is expected to happen (ie, it is easier to view expected activity when it is all in 1 year than to have it spread out over multiple years). This is much the same strategy that is employed with projects in CRF.

Proposal:

Staff is seeking approval of the amended 2014 Budget and its accompanying Resolution.

Advantages:

The Town’s financial statements will accurately reflect the activities of 2014. The Town will be also able to operate within the framework of financial compliance as per the State Auditor and County Treasurer’s Offices.
Disadvantages:

The disadvantage to not approving the Supplemental Budget for 2014 is that the Town would be in violation of State budgetary laws in 8 of the 16 Funds.

Action Recommended:

Staff recommends approval of the 2014 Revised Budget and its accompanying Resolution.

Budget:

The entire 2014 Budget is affected/revised with approval.

Level of Public Interest

Various sections of the 2014 Revised Budget are probably of moderate to significant interest to different organizations and citizens.

Sample Motion:

“I recommend approval of Resolution 34-14 to Appropriate Sums of Money to revise the 2014 Budget”.

Attachments:

The previously cited Resolution and spreadsheet are attached.
RESOLUTION TO APPROPRIATE SUMS OF MONEY NO. 34-14

A RESOLUTION ADJUSTING APPROPRIATIONS
TO THE VARIOUS FUNDS AND SPENDING AGENCIES
IN THE AMOUNTS AND FOR THE PURPOSES AS
SET FORTH BELOW FOR THE TOWN OF ESTES PARK, COLORADO
FOR THE BUDGET YEAR BEGINNING ON THE
FIRST DAY OF JANUARY 2014, AND
ENDING ON THE LAST DAY OF DECEMBER 2014.

WHEREAS, the Board of Trustees of the Town of Estes Park has adopted the
annual 2014 budget in accordance with the Local Government Budget Law on
December 10th, 2013; and

WHEREAS, over the course of the fiscal year ending December 31, 2014, the
estimates included in the adopted budget have been revised to more accurately
represent the actual revenues and expenditures necessary to operate the government; and

WHEREAS, it is not only required by law, but also necessary to appropriate the
revenues provided in the budget to and for the purposes described below, so as not to
impair the operations of the Town of Estes Park.

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

That the following attached sums are hereby appropriated from the revenue of
each fund, to each fund, for the purposes stated.

ADOPTED this 9th day of December, 2014.

TOWN OF ESTES PARK

______________________________
Mayor

ATTEST:

______________________________
Town Clerk
## INFORMATION FOR SUPPLEMENTAL APPROPRIATION TO 2014 BUDGET

### REVENUES/TRANSFER IN

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
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<tbody>
<tr>
<td><strong>2014 Budget</strong></td>
<td><strong>H.T.E. (12/02/14)</strong></td>
<td><strong>Increase/Decrease</strong></td>
</tr>
<tr>
<td><strong>(2014 Approved Budget)</strong></td>
<td><strong>2014 EOY Estimate</strong></td>
<td></td>
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<tr>
<td>101 General</td>
<td>12,662,144</td>
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<td>204 Community Reinvestment</td>
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<tr>
<td>211 Conservation Trust</td>
<td>32,500</td>
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<tr>
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<tr>
<td>222 Community Services Fund</td>
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<td>236 Emergency Response</td>
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<td>238 Community Center</td>
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<td>260 Streets</td>
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<td>503 Water</td>
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<td>606 Medical</td>
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<td>612 Fleet</td>
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<tr>
<td>625 Information Technology</td>
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<tr>
<td>635 Vehicle Replacement</td>
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<td>716 Theater</td>
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<td>600</td>
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<tr>
<td><strong>Total</strong></td>
<td>38,200,023</td>
<td>54,774,518</td>
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</table>

Includes all sources of money inflow: revenues, proceeds from debt, transfers in

### EXPENDITURES/TRANSFERS OUT

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Original 2014 Budget</strong></td>
<td><strong>supplemental appropriations</strong></td>
<td><strong>H.T.E. ('2014 budget')</strong></td>
<td><strong>2014 EOY</strong></td>
<td><strong>Decrease/Increase</strong></td>
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<td></td>
<td>(Resolution 07-14, 02/11/14)</td>
<td>(Resolution 11-14, 05/13/14)</td>
<td><strong>H.T.E. 12/02/14 Ending expenditures</strong></td>
<td><strong>(C - D)</strong></td>
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<td>244 Trails Expansion</td>
<td>0</td>
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<td>0</td>
</tr>
<tr>
<td>260 Streets</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>502 Light &amp; Power</td>
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<tr>
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<td>716 Theater</td>
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All funds include total expenditures and transfers out
Memo

To: Honorable Mayor Pinkham  
    Board of Trustees  
    Town Administrator Lancaster  

From: Greg Muhonen, PE, Public Works Director  

Date: December 9, 2014  

RE: Resolution #35-14 Entering into an Intergovernmental Agreement (IGA) with the Colorado Department of Transportation (CDOT) pertaining to the Devolution of US 34 Business (W Elkhorn Ave)  

Objective:  
Obtain a $4,200,000 payment of CDOT RAMP funds through the ownership transfer of approximately 2.5 lane miles of US 34 Business (W Elkhorn Ave) from the Colorado Department of Transportation to the Town of Estes Park.  

Present Situation:  
The 1.28 linear mile segment of US 34 Business from Moraine Avenue (US 36) to Wonderview Avenue (US 34 Bypass) is owned and maintained by CDOT. Estes Park has been awarded a Colorado Federal Lands Access Program (FLAP) grant in the amount of $13,005,000 contingent upon the Town’s provision of local matching funds equal to or greater than $3,000,000.  

Proposal:  
The terms of the attached IGA stipulate that CDOT will pay the Town $4,200,000 in exchange for the Town accepting ownership and perpetual maintenance responsibility for W Elkhorn Avenue. This responsibility would be administered by the Town of Estes Park Public Works Department.  

Advantages:  
- External funding is provided to satisfy the local match requirements imposed by the FLAP grant, this facilitating design and construction of the FLAP funded street improvements in the Town.  
- The Town will have jurisdictional authority to oversee and regulate permitted activity within the devolved right of way.  

Disadvantages:  
- A perpetual increase in street and sign maintenance costs will be incurred by the Town.  
- Oversight of all activities within the devolved right of way will require additional administrative effort and cost from the Town.
**Action Recommended:**
The Public Works Department recommends the Board of Trustees approve the attached Resolution 35-14 and authorize the Mayor to sign the IGA on behalf of the Town within one week of this action.

**Budget:**
Account Number 204-0000-334-30-00 in the Capital Reserve Fund (CRF), Capital Grants revenue line item.

**Level of Public Interest**
The known level of public interest in this item is high.

**Sample Motion:**
I move for the approval/denial for Resolution #35-14 and authorize the Mayor to sign the attached IGA on behalf of the Town within one week of this action.

**Attachments:**
Resolution #35-14
Intergovernmental Agreement
RESOLUTION # 35-14

WHEREAS, CDOT owns and maintains US Highway 34 through the Town known as Elkhorn Avenue; and

WHEREAS, the Town is the recipient of a grant from the Federal Lands Access Program (the “FLAP Grant”) for the purpose for designing and constructing road improvements to facilitate traffic flow through Estes Park to Rocky Mountain National Park (the “Project”); and

WHEREAS, CDOT has agreed to provide funding in the estimated amount of four million, two hundred thousand dollars ($4,200,000); and

WHEREAS, the 1.28 linear mile portion of US Highway 34 between Moraine Avenue and the US Highway 34 By-Pass (West Elkhorn Avenue) will be devolved by CDOT to the Town and become part of the Town’s road system within 90 days of the date of execution of this Resolution 35-14.

NOW, THEREFORE, BASED UPON THE RECITALS SET FORTH ABOVE WHICH ARE INCORPORATED HEREIN BY REFERENCE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ESTES PARK, COLORADO AS FOLLOWS:

1. The Intergovernmental Agreement (IGA) between the Town of Estes Park and the Colorado Department of Transportation attached hereto as Exhibit A and incorporated herein by reference is approved and the Town accepts ownership of the devolved right of way as described in the IGA.

Dated this __________________________, 2014.

____________________________
Mayor

ATTEST:

____________________________
Town Clerk
INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), by and between the STATE OF COLORADO for the use and benefit of THE DEPARTMENT OF TRANSPORTATION, whose address is 4201 East Arkansas Avenue, Denver, Colorado, hereinafter referred to as the "State" or "CDOT," and the Town of Estes Park, P.O. Box 1200, Estes Park, Colorado 80517, CDOT Vendor #: 2000306 (the "Local Agency.")

WHEREAS, authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project costs in Fund Number 400, Function <<>>, GL Acct. <<>>, WBS Element or Cost Center <<>>, (Contract Encumbrance Amount: $4,200,000.00).

WHEREAS, Colorado Revised Statutes ("CRS") §43-2-106 (1) (a) provides that the Transportation Commission may determine that a state highway, or portion thereof, no longer functions as a state highway and with the agreement of each affected county or municipality the state highway, or portion thereof, is abandoned. CRS §43-2-106 (1) (b) further provides that any county or municipality receiving a payment from CDOT as a result of CRS §43-2-106 (1) (a) shall credit the payment to a special fund to be used only for transportation-related expenditures.

WHEREAS, Governor John Hickenlooper and CDOT Executive Director Don Hunt announced the Responsible Acceleration of Maintenance and Partnerships ("RAMP") program to accelerate completion of transportation projects.

WHEREAS, the Local Agency submitted an application ("Application") to CDOT for approval by the CDOT Commission to participate in the RAMP program.

WHEREAS, the CDOT Commission adopted Resolution TC-3106 on October 17, 2013 (the "Resolution") approving the list of projects shown in the document entitled "RAMP Partnership and Operations Projects – Preliminary Recommendations 10/16/2013 ("Projects List")."

WHEREAS, roadway transfers from CDOT to the Local Agency ("Devolutions") are a part of the RAMP program, and as part of the approval under the Resolution, the Local Agency now desires to obtain ownership of US 34 Business, Moraine Avenue to Wonderview Avenue.

WHEREAS, the Local Agency proposed to take ownership of 2.54 lane miles of US 34 Business (Elkhorn Avenue) from Moraine Avenue (US 36) to Wonderview Avenue (US 34 Bypass), as described in Exhibit A (Roadway Plans) and Exhibit B (Legal Descriptions) which are attached hereto (collectively, the "Abandoned Segment"), in exchange for a payment of $4,200,000.00 from CDOT (the "Payment"), subject to the additional requirement that CDOT take over the ownership and maintenance of 0.71 lane miles of Riverside Drive from Elkhorn Avenue to Moraine Avenue (the "Exclusion"). The Abandoned Segment subject to the Exclusion, if any, is referred to as the "Highway Segment."
WHEREAS, on October 16, 2014, the CDOT Commission adopted Resolution Number TC-3199 (Exhibit C) authorizing said proposal of the Local Agency be funded and specifying that the Highway Segment would be transferred in an “as is” condition in exchange for the payment by CDOT to the Local Agency on the date of the transfer of ownership of the Highway Segment to the Local Agency.

WHEREAS, the Parties desire to enter into this Agreement and agree upon the conditions of the abandonment of the Highway Segment by the State and acceptance by the Local Agency pursuant to the terms and conditions of this Agreement.

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to the provisions of CRS §§ 29-1-203, 43-1-106, 43-1-110, 43-1-114, 43-202.7, 43-2-101, 43-2-106, 43-2-110, 43-2-144, and 43-2-303, as amended.

NOW, THEREFORE, it is hereby agreed that:

1. This Agreement establishes the general provisions for and defines certain responsibilities regarding the State’s abandonment and acceptance by the Local Agency of the Highway Segment.

2. This Agreement shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or their designee (the “Effective Date”). The State shall not be liable to pay or reimburse the Local Agency for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. The governing body of the Local Agency shall have adopted the following provisions through formal Resolution or Ordinance:

   1) agreeing the Highway Segment, no longer serves the ongoing purposes of the State highway system (“Provision 1”); and
   2) committing the Local Agency to accept ownership of the Highway Segment in the “as is” condition in exchange for a payment of $4,200,000.00 from CDOT to be credited to a special fund to be used only for transportation-related expenditures; and specifying the following additional requirements: (1) subject to the Exclusion; (2) that in exchange for Payment the Local Agency shall maintain the Highway Segment in a reasonable and safe condition as a county highway or city street and (3) pursuant to 23 USC 131, as amended (The Highway Beautification Act of 1965) (the “Act”), the Local Agency shall adhere to the standards regarding outdoor advertising and CDOT shall provide period inspection of the Highway Segment to insure standards of the Act are met (collectively, “Provision 2”).

The Local Agency adopted resolution(s) are attached hereto as Exhibit D.

The parties agree that (A) Provision 1 and Provision 2 do not have to be adopted by the Local Agency in the same resolution or ordinance, (B) that if Provision 2 is adopted by the Local Agency prior to the Commission Resolution (as such term is defined in Section 4 below), it shall be conditional and subject to the passage of the Commission Resolution and the transfer of ownership of the Highway Segment to the Local Agency effective upon the filing of a quit claim deed pursuant to Section 5 hereof, and (C) Provision 2 shall be adopted by the Local Agency as soon as practical and no later than 90 days after passage of the Commission Resolution.
4. Following the adoption by the Local Agency of Provision 1, the Colorado Transportation Commission shall adopt a resolution (Exhibit C) abandoning the Highway Segment (the "Commission Resolution").

5. Upon execution of this Agreement, CDOT will execute a quit claim deed similar to the form of quit claim deed attached hereto as Exhibit E, which shall be filed by the Local Agency in the County Clerk and Recorder’s Office for the Highway Segment. The Local Agency shall give CDOT a copy of the filed quit claim deed within 30 days of the Local Agency’s receipt of the Payment or the Highway Segment shall be subject to reversion and the entire Payment shall be returned to CDOT without reduction. The quit claim deed will include a reversion provision stating that if the Highway Segment is not used for the purpose of a county highway or a city street, if the Local Agency does not meet the Signage Requirements or if the Local Agency attempts to transfer right-of-way to all or any portion of the Highway Segment to any party except CDOT or the State, title of the Highway Segment will automatically revert back to CDOT. The legal description of the Highway Segment that is the subject of the quit claim deed is attached hereto as Exhibit B.

CDOT and the Local Agency agree that upon a reversion of the Highway Segment to CDOT, a proportionate share of the Payment to the Local Agency shall be returned to CDOT, which shall be calculated as follows:

\[
\text{The Payment} - \text{(Monthly Fee x Maintenance Period)} - \left[(\text{Monthly Fee/Partial Month Days}) \times \text{Elapsed Days}\right] = \text{payment to CDOT}
\]

The "Monthly Fee" is equal to 1/240th of the Payment. The "Maintenance Period" is equal to the number of full months after the date of receipt of the Payment by the Local Agency through the Date of Reversion. The "Date of Reversion" is the day ownership of the Highway Segment is transferred to CDOT pursuant to this Section 5. "Partial Month Days" is the number of days in the month which is the subject of the pro rata calculation for a partial month. "Elapsed Days" is the number of elapsed days in the month which is subject of the pro rata calculation for a partial month from either (A) the Local Agency’s receipt of the Payment through the end of the month or (B) the beginning of the month through the Date of Reversion.

For example, assuming that the Payment is $9,000,000, if the Payment is received by the Local Agency on March 1, 2010 and the Highway Segment reverts to CDOT on January 13, 2011, the Local Agency must pay CDOT an amount equal to $9,000,000 – ($37,500 x 10) – [(37,500/31) x 13] = $8,609,271.19.

If the Highway Segment reverts to CDOT more than 20 full years following the Local Agency’s receipt of the Payment, no portion of the Payment shall be returned to CDOT.

6. Upon execution of this Agreement, CDOT will promptly provide the Payment of $4,200,000.00 to the Local Agency. The Payment by the State to the Local Agency as described herein shall constitute the total consideration from the State to the Local Agency related to the abandonment and transfer of the Highway Segment.

7. The Local Agency is prohibited from transferring right-of-way to all or any portion of the Highway Segment to any party except CDOT or the State. Any such attempt to transfer right-of-way to all or any portion of the Highway Segment in violation of this Section 7
shall be deemed null and void. Upon any attempt by the Local Agency to transfer right-of-way to all or any portion of the Highway Segment to any party except CDOT or the State, the Highway Segment shall automatically revert to CDOT pursuant to Section 5 hereof.

8. If CDOT believes that the Local Agency is not maintaining the Highway Segment in a reasonable and safe condition as a county road or a city street and/or that the Local Agency is not meeting the Signage Requirements, CDOT shall notify the Local Agency in writing describing the condition. CDOT and the Local Agency shall meet as soon as reasonably possible and attempt to resolve the matter and develop a remediation plan. The Local Agency shall have a reasonable period of time to remedy such condition. If the Local Agency fails to remedy the condition to the full satisfaction of CDOT within the reasonable time period established by CDOT, the Highway Segment shall be subject to reversion pursuant to Section 5 hereof. CDOT shall provide the Local Agency with written notice of its intention to re-acquire the Highway Segment pursuant to reversion.

9. Each individual identified below is the principal representative of the designating party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such party’s principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. State:

<table>
<thead>
<tr>
<th>Jake Schuch</th>
</tr>
</thead>
<tbody>
<tr>
<td>CDOT Region 4 Project Manager</td>
</tr>
<tr>
<td>1420 Second Street</td>
</tr>
<tr>
<td>Greeley, Colorado 80631</td>
</tr>
<tr>
<td>(970) 350-2205</td>
</tr>
</tbody>
</table>

B. Local Agency:

<table>
<thead>
<tr>
<th>Scott Zum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
</tr>
<tr>
<td>170 MacGregor Avenue</td>
</tr>
<tr>
<td>P.O. Box 1200</td>
</tr>
<tr>
<td>Estes Park, Colorado 80517</td>
</tr>
<tr>
<td>(970) 577-3582</td>
</tr>
</tbody>
</table>

10. This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or affect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written executed and approved pursuant to the State Fiscal Rules.

11. This Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns.

12. The “Special Provisions” attached hereto are hereby made a part hereof. For the purpose of this Agreement and application of the Special Provisions, as all references to the “the
contractor" shall be deemed to refer to the Local Agency and all references to the "Contract" shall be deemed to refer to the Agreement.

13. To the extent that this Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.

14. It is expressly understood and agreed that the Local Agency or their employees, contractors, consultants, or assigns shall not in any respect be deemed an agent of the State.

15. **STATEWIDE CONTRACT MANAGEMENT SYSTEM**

If the maximum amount payable to the Local Agency under this Agreement is $100,000 or greater, either on the Effective Date or at any time thereafter, this §15 applies.

The Local Agency agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state agreements/contracts and inclusion of agreement/contract performance information in a statewide contract management system.

The Local Agency’s performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Agreement, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of the Local Agency’s performance shall be part of the normal Agreement administration process and the Local Agency’s performance will be systematically recorded in the statewide Agreement Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of the Local Agency’s obligations under this Agreement shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of the Local Agency’s obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Agreement term. The Local Agency shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that the Local Agency demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by CDOT, and showing of good cause, may debar the Local Agency and prohibit the Local Agency from bidding on future agreements. The Local Agency may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the
reversal of the debarment and reinstatement of the Local Agency, by the Executive
Director, upon showing of good cause.

16. It is expressly understood and agreed that enforcement of the terms and conditions of this
 Agreement, and all rights of action relating to such enforcement, shall be strictly reserved
to the Local Agency and the State, and nothing contained in this Agreement shall give or
allow any such claim or right of action by any other or third person on such Agreement.
Further, it is the express intention of the Local Agency and the State that any person other
than parties hereto that may receive services or benefits under this Agreement shall be
deemed to be an incidental beneficiary only.

17. The Local Agency represents and warrants that they have taken all actions that are
necessary or that are required by its procedures, bylaws, or applicable law, to legally
authorize the undersigned signatory to execute this Agreement on behalf of said public
entity, and to bind said public entity to its terms.

18. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall
be applied in the interpretation, execution and enforcement of this Agreement. Any
provision of this Agreement whether or not incorporated herein by reference which
provides for arbitration by any extra-judicial body or person or which is otherwise in
conflict with said laws, rules and regulations shall be considered null and void. Nothing
contained in any provision incorporated herein by reference which purports to negate this
or any other special provision in whole or in part shall be valid or enforceable or available
in any action at law whether by way of complaint, defense or otherwise. Any provision
rendered null and void by the operation of this provision will not invalidate the remainder
of this Agreement to the extent that the agreement is capable of execution.

19. At all times during the performance of this Agreement, the parties shall strictly adhere to
all applicable federal and state laws, rules and regulations that have been or may hereafter
be established.

20. The signatories hereto aver that they are familiar with 18-8-301, et seq. (Bribery and
Corrupt Influences) and 18-8-401, et seq. (Abuse of Public Office), C.R.S., and that no
violation of such provisions is present.

21. The signatories aver that to their knowledge, no state employee has a personal or
beneficial interest whatsoever in the service or property described herein.

22. The Local Agency’s rights and obligations hereunder are personal and may not be
transferred, assigned or subcontracted without the prior, written consent of the State. Any
attempt at assignment, transfer, or subcontracting without such consent shall be void. All
assignments and subcontracts approved by the Local Agency or the State are subject to all
of the provisions hereof. The Local Agency shall be solely responsible for all aspects of
subcontracting arrangement and performance.

23. This Agreement may be executed in multiple identical original counterparts, all of which
shall constitute one agreement.

24. Modification
   a. By the Parties. Except as specifically provided in this Agreement, modifications of
this Agreement shall not be effective unless agreed to in writing by both parties in
an amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATIONS OF CONTRACTS - TOOLS AND FORMS.

b. By Operation of Law. This Agreement is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Agreement on the effective date of such change, as if fully set forth herein.

25. Notwithstanding anything herein to the contrary, provisions of this Agreement requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Local Agency fails to perform or comply as required.

26. If the Local Agency is not a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS§24-10-101, et seq., the Local Agency shall indemnify, save and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by the Local Agency, or its employees, agents, subcontractors or assignees pursuant to the terms of this Agreement. This clause is not applicable to a Local Agency that is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS§24-10-101, et seq.

27. All suits, actions, proceedings related to this Agreement shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

28. Any and all limitations of liability and/or damages in favor of the Local Agency contained in any document attached to and/or incorporated by reference into this Agreement, whether referred to as an exhibit, attachment, schedule or any other name, are void and of no effect. This includes, but is not necessarily limited to, limitations on (i) the types of liabilities, (ii) the types of damages, (iii) the amount of damages, and (iv) the source of payment for damages.

29. The provisions of this Agreement shall govern the relationship of the State and the Local Agency. In the event of conflicts or inconsistencies between this Agreement and its exhibits and attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. Colorado Special Provisions,
2. The provisions of the main body of this Agreement,
3. Exhibit A (Roadway Plans),
4. Exhibit B (Legal Description(s)),
5. Exhibit C (Commission Resolution),
6. Exhibit D (Local Agency Resolution(s)),
7. Exhibit E (Quit Claim Deed).

30. CORA Disclosure. To the extent not prohibited by federal law, this Agreement and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-200.1, et seq.
These Special Provisions apply to all contracts except where noted in italics.

1. CONTROLLER'S APPROVAL. CRS §24-30-202(1). This contract shall not be valid until it has been approved by the Colorado State Controller or designee.

2. FUND AVAILABILITY. CRS §24-30-202(5.5). Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

3. GOVERNMENTAL IMMUNITY. No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2871 et seq., as applicable now or hereafter amended.

4. INDEPENDENT CONTRACTOR. Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local and state taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

5. COMPLIANCE WITH LAW. Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

6. CHOICE OF LAW. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent separable thereof.

7. BINDING ARBITRATION PROHIBITED. The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

8. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002-00. State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software or hardware which infringes or otherwise violates federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

9. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507. The signatories agree that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

10. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4. [Not Applicable to intergovernmental agreements] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debt owed by the debtor; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

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

12. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-78.5-101. Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-78.5-161 et seq., and (c) has produced one form of identification required by CRS §24-78.5-103 prior to the effective date of this contract.

Revised 1-1-09
THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

* Persons signing for The Local Agency hereby swear and affirm that they are authorized to act on The Local Agency’s behalf and acknowledge that the State is relying on their representations to that effect.

THE LOCAL AGENCY
Town of Estes Park

By: ________________________________
Name of Authorized Individual

Title: ______________________________
Official Title of Authorized Individual

*Signature
Date: ______________________________

STATE OF COLORADO
John W. Hickenlooper, GOVERNOR
Colorado Department of Transportation
Donald E. Hunt, Executive Director

By: Joshua Laipply, P.E., Chief Engineer
Date: ______________________________

LEGAL REVIEW
John W. Suthers, Attorney General

By: ________________________________
Signature - Assistant Attorney General
Date: ______________________________

ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. The Local Agency is not authorized to begin performance until such time. If The Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay The Local Agency for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: ________________________________
Colorado Department of Transportation
Date: ______________________________
Exhibit A

Roadway Plans
Exhibit B

Legal Description(s)
A portion of the existing Right-of-Way of U.S. Highway 34C, also known as Elkhorn Avenue, located in Sections 23, 25, and 26, Township 5 North, Range 73 West of the 6th Principal Meridian, Town of Estes Park, County of Larimer, State of Colorado, being more particularly described as follows:

BEGINNING at the easterly end of the intersection of said U.S. Highway 34C with U.S. Highway 34A, at the point where the asphalt return from the intersection becomes tangent on the northerly side of said U.S. Highway 34C, said point lying southerly of said U.S. Highway 34A, said point also being located at mile post 0.02, more or less;

Thence easterly along said existing Right-of-Way to the intersection of said U.S. Highway 34C with U.S. Highway 36A, also known as Moraine Avenue, at the westerly end of the curb return at the northwest corner of said intersection, as presently constructed, said point being located at mile post 1.30, more or less, said point also being the POINT OF TERMINUS.

The above description is intended to convey all of the existing Right-of-Way between the above described locations, excepting therefrom any portion lying within the Right-of-Way of said U.S. Highway 34 A, as shown on Colorado Department of Highways Right-of-Way plans of project C 06-0016-10.

For and on behalf of the
Colorado Department of Transportation
I. Jeffrey Nading, PLS 37885
1420 2nd Street
Greeley, CO 80631
Exhibit C

Transportation Commission Resolution
Resolution #TC-3199

Resolution to Approve the Devolution of SH 34 (Elkhorn Ave) in Estes Park as part of Project #C 06-0016-10

Approved by the Transportation Commission on October 16, 2014

WHEREAS, the Department of Transportation owns 1.28 linear miles of Highway in Estes Park identified as State Highway 34 (SH 34);

WHEREAS, that portion of SH 34 is located between mile marker 0.02 and mile marker 1.3;

WHEREAS, Region 4 has determined that abandoning this portion of SH 34 would be in the best interest of Colorado taxpayers;

WHEREAS, the Colorado Revised Statute 43-2-103 (1)(a) provides that the Transportation Commission may determine that a state highway, or portion thereof, no longer functions as a state highway, and with the agreement of each affected county or municipality, the state highway, or portion thereof, can be abandoned to the affected county or municipality;

WHEREAS, the affected county or municipality will assume ownership of the above mentioned roads in “as is” condition in exchange for a specific dollar amount to be paid by CDOT to the local governing body on the date of the transfer of ownership of this specified road segments;

WHEREAS, Estes Park proposed to take ownership if SH 34 from mile marker 0.02 and mile marker 1.3, in exchange for a payment of $4,200,000 from CDOT RAMP Funds;

WHEREAS, $4,200,000 is anticipated to be less than the amount CDOT reasonably expects to expend to maintain, preserve, or improve this section of SH 34 over the next 20 years;

WHEREAS, Colorado Revised Statutes (CRS) 43-2-106 (1) (b) further provides that any county or municipality receiving a payment from CDOT as a result of CRS 43-2-106 (1) (a) shall credit the payment to a special fund to be used only for transportation-related expenditures;

WHEREAS, the Parties desire to enter into an Intergovernmental Agreement (IGA) and agree upon the condition of the abandonment of said highway segment by the State and acceptance by Estes Park pursuant to the terms and conditions of the IGA;
WHEREAS, the governing body of Estes Park shall adopt a resolution agreeing to the State’s abandonment of the portion of SH 34 and agreeing that said highway segment no longer serves the ongoing purposes of the State Highway system; committing Estes Park to assume ownership of said highway segment in the “as is” condition;

WHEREAS, within 90 days of the official notification of such abandonment by the Transportation Commission, Estes Park shall execute a resolution or ordinance accepting the abandoned portion of SH 34 as a city street;

WHEREAS, within 90 days of the date of execution of the Estes Park Resolution or Ordinance accepting the abandoned portion of SH 34, CDOT will execute a quitclaim deed that will include a reversion provision stating that if the property that is the subject of the quitclaim deed is not used for transportation purposes, title to such property will automatically revert back to CDOT;

WHEREAS, concurrent with the execution of the quitclaim deed, CDOT will provide payment of $4,200,000 to Estes Park, and that shall constitute the total consideration from the State to Estes Park related to the abandonment and transfer of the Abandoned Highway;

WHEREAS, Transportation Commission is authorized pursuant to Colorado Revised Statutes (C.R.S) 43-2-106 to make determinations regarding abandonment of State Highways(s) to affected county(ies) or municipality(ies);

WHEREAS, the Transportation Commission has determined SH 34 between milemarker 0.02 and mile marker 1.3 is no longer needed for the state highway purposes;

NOW THEREFORE BE IT RESOLVED, pursuant to the provisions of the C.R.S, 43-2-106 the Department of Transportation be given authority to abandon that portion of SH 34 from mile marker 0.02 and mile marker 1.3 containing approximately 1.28 miles.

Herman Stockinger, Secretary
Transportation Commission of Colorado

Date

11-17-14
Exhibit D

Local Resolution(s)
Exhibit E

Quit Claim Deed
QUITCLAIM DEED

THIS DEED, made this day of , 20 , between Department of Transportation, State of Colorado of the City and County of Denver and State of Colorado, grantor, and The Town of Estes Park, Colorado, A Body Corporate and Politic whose legal address is 170 MacGregor Avenue, Estes Park, Colorado 80517 of the County of Larimer and State of Colorado, grantee,

WITNESS, that the grantor, for and in consideration of the sum of DOLLARS, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and QUITCLAIMED, and by these presents do remise, release, sell and QUITCLAIM unto the grantee, its heirs, successors and assigns forever, all the right, title, interest, claim and demand which the grantor has in and to the real property, together with improvements, if any; situate, lying and being in the County of Weld and State of Colorado, described as follows:


Subject to any and all easements of record, and to any and all existing utilities as constructed, and for their maintenance as necessary.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the grantor, either in law or equity, to the only proper use, benefit and behoof of the grantee its heirs and assigns forever.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

Department of Transportation
State of Colorado

Attest:

By:

STATE OF COLORADO
City and County of Denver

The foregoing instrument was acknowledged before me this day of , 20 , by

Witness my hand and official seal.
My commission expires:

Notary Public

Name and Address of Person Creating Newly Created Legal Description (§ 38-35-106.5, C.R.S.)

No. 533. Rev. 4-94. QUITCLAIM DEED  Page 1 of 1
Memo

To: Honorable Mayor Pinkham
   Board of Trustees
   Town Administrator Lancaster

From: Greg Muhonen, PE, Public Works Director
      Kimberly Campbell, Transportation Advisory Committee Chair

Date: December 9, 2014

RE: Estes Park Transit Facility Parking Structure

Objective:
Provide direction to Public Works staff regarding the Town’s preferred actions regarding construction of a parking structure at the Visitor Center site east of downtown Estes Park.

Present Situation:
Elkhorn and Moraine Avenues in downtown Estes Park currently experience traffic gridlock conditions on more than 30 days between June and September due to visitation by over 2.4 million guests who travel to Rocky Mountain National Park (RMNP) via Estes Park each year. This is predicted to increase to over 90 days by 2020 due to forecasted regional population growth. The existing shuttles currently transport approximately 26,000 passengers annually to downtown Estes Park from the Visitor Center and 270,000 passengers annually to RMNP. Engineering estimates indicate that daily parking demand in downtown Estes Park exceeds supply by more than 500 vehicles the busy summer season. This adds to the roadway congestion as visiting motorists repeatedly circulate through the congested streets in search of available parking.

Proposal:
The Public Works Department has received funding commitments from 5 partnering local, state, and federal agencies totaling $4.9m for the construction of a new transit intercept parking structure to be located at the Town’s Visitor Center campus. The structure was designed to be situated west of the Visitor Center building and accessed from US 34. It would provide a net increase of 101 new parking spaces. Four bids were received and opened on November 25, 2014. Three of the bids were disqualified due to technical irregularities. All bids exceed the available funds budgeted for the project. See the attached Bid Tabulation for bid results and budget details.

Advantages:
The advantages and disadvantages listed below pertain to the Staff and TAC recommendation to abandon the current proposal and relocate the proposed structure to the south parking lot at the Visitor Center campus. Additional comparative information is provided on the attached Project Options Screening Summary.
• Parking space yield is increased by 94% (196 vs 101) while the estimated construction cost increases only 11% ($7,154,700 vs $6,432,369).

• The cost per new parking space gained is 50% less at the south site.

• Separating the shuttle traffic (on US 34) from the new parking structure traffic (on US 36) reduces vehicular conflicts and increases safety for users of both modes.

• The forecasted delay to shuttle busses exiting left from the Visitor Center north site decreases from 10 minutes to 1.3 minutes. The need for a new traffic signal at the Visitor Center is postponed to the future.

• The 3-way (tee) access on US 36 is much safer for parking structure users than the 4-way (cross) access geometry at the US 34 site.

• The visual impact of the structure to motorists approaching on the state highway is reduced to one story above US36 vs two stories above Hwy 34.

• A parking structure at the south site provides an elevated platform for safe elk viewing on the golf course.

• Relocation to the south site eliminates the relocation of three major utility systems (sanitary sewer, storm drainage, and electric) required to place the structure on the north site.

• The adverse impact to Visitor Center guests during the 10 month construction period is diminished at the south site.

Disadvantages:

• Bureau of Reclamation approval is required to construct a parking structure at the south site.

• A new National Environmental Protection Agency (NEPA) assessment of the project impacts is required. This will delay construction by 6 to 12 months. The estimated cost is $100,000.

• The existing design must be modified to fit the new site. The estimated cost is $300,000.

• Delays in construction start typically equate to inflated construction costs.

• The walking distance to the shuttle for parking structure users is increased by about 330'.

• The structure foundation must designed to span an existing electrical vault.
• A structure on the south site is closer to the golf course and has increased risk of golf ball damage to parked cars.

• The proposed structure location would cause a segment of the recreation path would be rebuilt closer to the golf course.

**Action Recommended:**
The Public Works Department recommends the Board of Trustees reject all the bids and authorize Staff to evaluate the feasibility of relocating the proposed parking structure approximately 330’ south on the Visitor Center campus and utilize the existing access from US 36. The design effort would performed by Walker Parking Consultants under the oversight of the Town of Estes Park Public Works Department.

Additionally, the Town’s Transportation Advisory Committee (TAC) has reviewed the bid results and project options presented to the Board of Trustees at the December 2, 2014 Study Session. The TAC recommendations are included in the attached memo to the Board.

**Budget:**
Account Number 204-0000-334-30-00 in the Capital Reserve Fund (CRF), Capital Grants revenue line item.

**Level of Public Interest**
The known level of public interest in this item is high.

**Sample Motion:**
I move for the approval/denial of the Staff and TAC recommendation to reject all bids opened November 25, 2014 for the Estes Park Transit Facility Parking Structure and commence the feasibility analysis for relocation of the parking structure to the south parking lot at the Visitor Center campus.

**Attachments:**
Bid Tabulation
Project Options Screening Summary
Memorandum from the Transportation Advisory Committee

**Note** – Any item requiring a change to the Municipal Code, Development Code or any other action requiring an Ordinance to be passed by the Town Board is required to have the Ordinance included.
# TABULATION OF BIDS

**PROJECT:** EP Transit Facility Parking Structure

**Contractor:** Town of Estes Park Public Works Dept (Engineering Division)

**CONTRACT TIME:** 200 WORKING DAYS = 10 months

## CONSISTING OF a new 215 stall parking garage, utility relocations, and revised site improvements to modify bus circulation, net increase 101 parking spaces

### PROJECT BUDGET

1. **No restrooms included**
2. **All landscaping and irrigation by Town**
3. **Structural Alternate 1 (Cast in Place Struct Concrete)**

- **Full Structure**
  - $5,428,640.00
  - $6,330,000.00

- **Deductive Alternate**
  - **3 (Art Panels & Timbers)**

  - $0.00

  - $4,919,500.00

  - $60,332.54

  - $4,662,546.00

  - $63,293.40

  - $4,720,916.00

  - $64,878.49

- **Deductive Alternate**
  - **2 (Custom Porch & Seat Walls)**

  - $0.00

  - $4,919,500.00

  - $60,332.54

  - $5,006,270.00

  - $60,696.60

  - $5,126,423.00

  - $61,886.24

- **Deductive Alternate**
  - **1 (Stone Masonry Veneer)**

  - ($50,000.00)

  - $4,919,500.00

  - $60,332.54

  - $5,187,363.00

  - $62,489.60

  - $5,364,670.00

  - $64,245.12

- **Structural Alternate 2 (Doug Fir in lieu of Cedar)**

  - $0.00

  - $4,969,500.00

  - $60,332.54

  - $5,262,722.00

  - $63,235.73

  - $5,417,940.00

  - $64,772.54

### NOTABLE ITEMS

- **Estimated Cost to Build 253 Space Garage on South Parking Lot**
  - $6,552,727.00

  - $6,875,087.00

  - $81,500.00

  - $0.00

  - $84,932.42

  - ($405,507.00)

  - ($81,340.00)

  - ($196,670.00)

  - ($176,000.00)

  - $5,186,356.00

  - $6,317,000.00

  - 116%

  - $6,330,000.00

  - $6,330,000.00

  - $21,190.00

  - ($31,000.00)

  - $84,932.42

  - ($405,507.00)

  - ($81,340.00)

  - ($196,670.00)

  - ($176,000.00)

### ENGINEER’S ESTIMATE

1. **Total Bid Price:**
   - $6,432,369.00
   - $6,679,551.00
   - $9,825,600.00
   - $7,454,087.00
   - $85,466.00

2. **Estimated Cost to Build: 253 Space Garage on South Parking Lot (net gain 190 Spaces)**

### BID PROCESS

1. **BID OPENING DATE:**
   - 11/25/2014

2. **DATE:**
   - 12/01/14

3. **TABULATION OF BIDS:**
   - OPENING TIME:
     - 3:00 PM

### VENDOR NAME

1. **ENGINEER’S ESTIMATE**
   - Alliance Const Solutions, LLC

2. **Health Construction**
   - N

3. **MW Golden Constructors**
   - N

### ITEMS

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<td>Health Construction</td>
<td>$0.00</td>
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<td>Alliance Const Solutions, LLC</td>
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### ESTIMATED COST TO BUILD 253 SPACE GARAGE ON SOUTH PARKING LOT (net gain 190 Spaces)

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### BENEFITS OF RELOCATION

1. Diminished visual impact on EP Hwy 34 iconic entry view for guests
2. Improved fit to topography on recessed south parking lot
3. No adverse impact to primary sanitary sewer line in EP
4. Improved safety for guests using Hwy 36 access vs competing with Hwy 34 commercial traffic for gaps
5. Increased capacity vs Hwy 34
6. Provides elevated viewing structure for watching elk on the golf course
7. No adverse impact to primary sanitary sewer line in EP
8. Net area reduction to primary sanitary sewer line in EP
9. Provides elevated viewing structure for watching elk on the golf course
10. Diminished construction period impact on Visitor Center operations and guests
11. Net area access extension options to east (Steamer Dr) for the future
## Town of Estes Park Transit Facility Parking Structure
### Project Options Screening Summary

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<tr>
<td></td>
<td></td>
<td>Award to Responsive Bidder</td>
<td>Start Jan 2015</td>
<td>Rebid Visitor Center Site</td>
<td>Start Mar 2015</td>
<td>Revise Design</td>
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<tr>
<td>1</td>
<td>Number of New Parking Spaces Provided</td>
<td>101</td>
<td>101</td>
<td>100</td>
<td>NA</td>
<td>Traffic study states Estes Park needs additional 500 parking spaces to meet summer demand</td>
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<td>Project Cost per Parking Space</td>
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<td>Safety/Access - Delay to Visitors</td>
<td>96 sec = 1.5 minutes</td>
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<td>Not measured. Assume 1.3 min</td>
<td>80 sec = 1.3 minutes</td>
<td>New Traffic Impact Study would be required for NEPA evaluation of south site.</td>
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<td>Visual Impact from Adjacent Highway</td>
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<td>South site is approximate 10’ below Hwy 36 road surface.</td>
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**LEGEND:**
- **Significant Benefit**
- **Good**
- **Tolerable**
- **Poor**
- **Major Concern**
Memo

To: Honorable Mayor Pinkham
    Board of Trustees
    Town Administrator Lancaster

From: Kimberly Campbell on behalf of the Transportation Advisory Committee

Date: December 3, 2014

RE: Proposed Transit Hub at Visitor Center

After attending the Special Study Session on Tuesday, December 2, 2014, the Transportation Advisory Committee met at noon on Wednesday, December 3rd to discuss the options pertaining to the proposed Visitor Center Transit Hub. Materials from the study session were reviewed and a vigorous discussion ensued.

By unanimous vote of the members present, the Transportation Advisory Committee proposes that the Trustees:

1. Reject all bids for the transit hub at the currently proposed north visitor center lot;
2. Do not re-bid the project at the north visitor center location;
3. Proceed with evaluating the feasibility of a transit hub on the south lot of the visitor center with a commitment to the project in its “full amenity” format, not the “minimal project budget.”
   a. This includes authorizing the Bureau of Reclamation to perform a new NEPA study and the preparation of modified design schematics; and
   b. Tasks the Town with (while the NEPA is ongoing):
      i. finding additional funding sources for the project
      ii. reducing overall project cost, or
      iii. committing additional funds to the project;
4. And, that the Town develop a parking master plan.

Commentary on our findings:

- **South lot vs. Visitor Center Lot:** The committee strongly preferred the south lot to the currently proposed north visitor center lot.
- **Transit Hub Aesthetics:** During the design phase, it was very clear that residents do not want an ugly cement box. An aesthetically pleasing design is integral to the project and the committee would like the Town to do everything it can to keep the design components in the project.
- **Transit Hub Design:** The design that came out of the public process earlier in the year is generally acceptable to the committee and should be modified to fit the new
location. Less expensive design options should also be considered in an effort to reduce overall project cost without compromising the style of the structure.

- **Parking Master Plan:** Without a parking master plan, the committee found it difficult to be confident that either of these proposed locations were ideal. A parking master plan would provide guidance on the Town’s long term parking objectives and criteria for new investment (i.e., Are we committed to “remote” lots and shuttles, or should we enhance downtown parking?).
1. TYPICAL PARKING SPACES ARE 9' x 18' UNLESS NOTED OTHERWISE.

2. ALL TRAFFIC CONTROL DEVICES (SIGNAGE) SHALL BE IN CONFORMANCE WITH SECTION 614 OF THE COLORADO DEPARTMENT OF TRANSPORTATION - STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

3. ALL PAVEMENT MARKING SHALL BE IN CONFORMANCE WITH SECTION 627 OF THE COLORADO DEPARTMENT OF TRANSPORTATION - STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
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   Board of Trustees  
   Town Administrator Lancaster

From: Reuben Bergsten, Utilities Director

Date: December 9, 2014

RE: Intergovernmental Agreement with Platte River Power for Substation Maintenance

Objective:
To obtain approval to enter into the Intergovernmental Agreement (IGA) with Platte River Power Authority (PRPA) for SCADA services (Supervisory Control and Data Acquisition) for the Town’s SCADA systems at their two substations.

Present Situation:
The Light and Power Department wants to reduce costs and improve reliability by outsourcing our SCADA maintenance. Last year PRPA began SCADA maintenance for the City of Loveland thereby creating an opportunity for the Town to participate in the same PRPA service.

Proposal:
The proposed IGA outlines expectations, obligations and requirements of both parties with regard to providing SCADA services.

Advantages:
This agreement will reduce costs and increase reliability by consolidating the Town’s need for SCADA services with PRPA.

Disadvantages:
None.

Action Recommended:
Staff recommends the IGA be approved.

Budget:
This item has been budgeted for 2015.  

Level of Public Interest:
No direct involvement.
**Sample Motion:**
I move for the approval of the Town entering into the IGA for SCADA Services with Platte River Power Authority.

**Attachment:**
Intergovernmental Agreement for SCADA Services
INTERGOVERNMENTAL AGREEMENT
FOR
SCADA SERVICES

THIS INTERGOVERNMENTAL AGREEMENT FOR SCADA SERVICES (“Agreement”) is made and entered into this 1st day of January, 2015, by and between the TOWN OF ESTES PARK, COLORADO, a municipal corporation of the State of Colorado (“Estes Park”), and PLATTE RIVER POWER AUTHORITY, a political subdivision organized and existing under and by virtue of the laws of the State of Colorado (“Platte River”).

WHEREAS, Estes Park desires to retain Platte River to perform Supervisory Control and Data Acquisition (“SCADA”) Services (the “Services”) as set forth in this Agreement; and

WHEREAS, Platte River desires to provide those Services to Estes Park; and

WHEREAS, as governmental entities in Colorado, Estes Park and Platte River are authorized, pursuant to C.R.S. § 29-1-203, to cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each.

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

1. Services. Estes Park agrees to retain Platte River to provide the Services as more specifically set forth in Exhibits A and B, attached hereto and incorporated herein by reference, and Platte River agrees to so serve. Platte River represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein. Exhibits A and B may be modified by mutual written agreement of the General Manager of Platte River and the Utilities Director of Estes Park without further approval from Platte River’s Board of Directors or the Estes Park Town Board, provided such modifications are technical in nature and do not alter the intended purpose of this Agreement.

2. Compensation. Estes Park agrees to pay Platte River for the Services amounts due as set forth in Exhibit C, attached hereto and incorporated herein by reference. Exhibit C may be modified on an annual basis by the Platte River General Manager to reflect increases in the Base Costs incurred by Platte River to provide the Services. Estes Park will be notified in writing of any such modification by September 1 for the increase in Base Costs for the future annual period. Estes Park shall make payment upon receipt and approval of invoices submitted by Platte River, which invoices shall not be submitted more frequently than monthly and
shall identify the Services performed for which payment is requested.

3. **Procurement.** Estes Park agrees to purchase its own hardware and software, or reimburse Platte River for hardware and software purchases on Estes Park’s behalf, required to maintain the Services in accordance with Exhibit A, and as directed by Platte River. Commencing with the 2016 budget year, Platte River agrees to provide an annual budget to Estes Park identifying new estimated operating, maintenance, and capital expenses for each budget cycle.

4. **Infrastructure.** Estes Park agrees to use Platte River infrastructure identified in Exhibit B for portions of the Services. Platte River agrees to select and provide sufficient hardware and software to ensure reliable operation of the Platte River infrastructure. Neither party shall claim any ownership interest in the other’s infrastructure.

5. **Operations Technology.** Estes Park agrees to allow, and to the extent necessary will assist in making, necessary modifications to its SCADA system required to implement and maintain the Services in accordance with Exhibit A, and as directed by Platte River.

6. **Term.** The Term of this Agreement shall be from the date first written above until terminated as provided in Paragraph 13 below.

7. **Appropriation.** To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of Estes Park, it shall be subject to annual appropriation by the Estes Park Town Board and Article X, Section 20 of the Colorado Constitution. Neither Platte River nor Estes Park shall have any obligation to continue this Agreement in any fiscal year in which no such appropriation is made.

8. **Monitoring and Evaluation.** Estes Park reserves the right to monitor and evaluate the progress and performance of Platte River to ensure that the terms of this Agreement are being satisfactorily met in accordance with Estes Park’s and other applicable monitoring and evaluating criteria and standards. Platte River shall cooperate with Estes Park relating to such monitoring and evaluation.

9. **Independent Contractor.** The parties agree that Platte River shall be an independent contractor and shall not be an employee, agent, or servant of Estes Park.

10. **Insurance Requirements.**
    a. **Excess Liability Insurance.** Platte River self insures up to One Million
Dollars ($1,000,000.00). Thereafter, Platte River maintains an excess liability insurance policy.

b. **Comprehensive Automobile Liability Insurance.** Platte River shall procure and keep in force during the duration of this Agreement a policy of comprehensive automobile liability insurance insuring Platte River 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 Platte River which are used in connection with the Services, whether the motor vehicles are owned, non-owned, or hired, with a combined single limit of at least One Million Dollars ($1,000,000).

c. **Terms of Insurance.** Insurance required by this Agreement may provide for deductible amounts as Platte River deems reasonable for the Services. No such policies shall be cancelable or subject to reduction in coverage limits except after ten days prior written notice to Estes Park.

d. **Workers’ Compensation and Other Insurance.** During the term of this Agreement Platte River shall procure and keep in force workers’ compensation insurance and all other insurance required by any applicable law.

e. **Evidence of Coverage.** Upon request, Platte River shall furnish to Estes Park certificates of insurance policies evidencing insurance coverage required by this Agreement.

f. **Subcontracts.** Platte River shall contract only with entities capable of performing the work for which they are retained. Platte River shall require all subcontractors to carry adequate levels of insurance and to name Estes Park as an additional insured under the required policies. In addition, all contracts between Platte River and subcontractors for work under this Agreement shall name Estes Park as a third party beneficiary of such contracts.

g. **Property Insurance.** Estes Park shall maintain adequate property insurance, which insurance shall provide a waiver of subrogation in favor of Platte River. Upon request, Estes Park shall provide documentation to Platte River confirming the existence of said property insurance with the waiver of subrogation language.

11. **Indemnification.** To the extent permitted by law, each party hereby covenants and agrees to indemnify, save, and hold harmless the other party, its officers,
employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney’s fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any gross negligence or intentional misconduct of its officers, employees, or agents in the performance or nonperformance of its obligations under this Agreement.

12. Limitations of Liability. In recognition of the nature of the compensation received for the Services rendered by Platte River under this Agreement, in no event will Platte River be liable to Estes Park for any claim for damage to property of Estes Park, whether such claim is in contract or tort, except as provided in Paragraph 11, above. IN NO EVENT WILL PLATTE RIVER BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES.

13. Termination.

a. Generally.

1) Estes Park may terminate this Agreement without cause if it determines that such termination is in Estes Park’s best interest. Estes Park shall effect such termination by giving written notice of termination to Platte River, specifying the effective date of termination, at least thirty-six calendar months prior to the effective date of termination. In the event of such termination by Estes Park, Estes Park shall be liable to pay Platte River for Services performed as of the effective date of termination. Platte River shall not perform any additional Services after the effective date of the termination unless otherwise instructed in writing by Estes Park.

2) Platte River may terminate this Agreement without cause if it determines that such termination is in Platte River’s best interest. Platte River shall effect such termination by giving written notice of termination to Estes Park, specifying the effective date of termination, at least thirty-six calendar months prior to the effective date of termination.

b. For Cause. If, through any cause, either party fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement, or violates any applicable law, and does not commence correction of such nonperformance or violation within seven calendar days of receipt of written notice and diligently completes the correction thereafter, the non-breaching party shall have the right to terminate this Agreement for cause immediately upon written notice of termination to the breaching party. In the event of such termination by Estes Park, Estes Park
shall be liable to pay Platte River for Services performed as of the effective date of termination. Platte River shall not perform any additional Services following receipt of the notice of termination.

14. **Governmental Immunity Act.** No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq.

15. **Survival Clause.** The “Indemnification” provision set forth in this Agreement shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.

16. **Entire Agreement.** This Agreement 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. This Agreement is for the benefit of the parties, and there is no third party or other intended beneficiaries to this Agreement.

17. **Severability.** In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

18. **Heading.** Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.

19. **Notices.** Written notices required under this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three days after being sent by certified mail, return receipt requested:

   - **If to Estes Park:** Utilities Director  
     Town of Estes Park  
     170 MacGregor Avenue  
     Estes Park, CO 80517

   - **If to Platte River:** General Manager  
     Platte River Power Authority  
     2000 East Horsetooth Road  
     Fort Collins, CO 80525

20. **Governing Law and Venue.** This Agreement shall be governed by the laws of
21. Legal Constraints. The parties recognize the legal constraints imposed upon them by the constitutions, statutes, and regulations of the State of Colorado and of the United States, and imposed upon Estes Park by its Municipal Code, and, subject to such constraints, the parties intend to carry out the terms and conditions of this Agreement. Notwithstanding any other provision in this Agreement to the contrary, in no event shall either of the parties hereto exercise any power or take any action which shall be prohibited by applicable law.

22. Counterparts. This Agreement may be executed in separate counterparts, and the counterparts taken together shall constitute the whole of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

TOWN OF ESTES PARK

By: __________________________
    Frank Lancaster, Town Administrator

ATTEST:

____________________________
Town Clerk

APPROVED AS TO FORM:

____________________________
Town Attorney

PLATTE RIVER POWER AUTHORITY

By: __________________________
    Jackie A. Sargent, General Manager/CEO

ATTEST:

____________________________
Assistant Secretary
EXHIBIT A

Scope of Services

Platte River shall provide SCADA support for Estes Park’s SCADA system. This Exhibit A describes in general the work responsibilities that Platte River will assume, the manner in which those responsibilities will be performed, and the administrative activities that will support this work. If this Exhibit A is modified as set forth in Paragraph 1, a new Exhibit A will be substituted. The new Exhibit A will be executed by both the General Manager of Platte River and Utilities Director of Estes Park, and will include a revised effective date.

Staffing

Platte River will:
- Employ adequate staff to perform the Services. These employees may have other job responsibilities in addition to their responsibilities under this Agreement.
- Provide a single point of contact for Estes Park staff. The single point of contact will distribute information from Estes Park to Platte River staff.

Estes Park will:
- Provide personnel to perform point to point checks.
- Provide a single point of contact for Platte River. The single point of contact will distribute information from Platte River to Estes Park staff.

Scope of Work

Platte River will:
- Complete SCADA implementation tasks as outlined in Exhibit B and described in Platte River’s document titled “Town of Estes Park SCADA Recommendations,” dated ________, 201_, as revised from time to time (“SCADA Recommendations”).
- Perform SCADA maintenance tasks as outlined in Exhibit B and described in the SCADA Recommendations document.
- Provide SCADA support 24 hours per day, 7 days per week.
- Provide staffing to support SCADA projects.
- Provide budgetary estimates to Estes Park.

Estes Park will:
- Complete SCADA and compliance tasks as outlined in Exhibit B, and as directed by Platte River.
- Coordinate with Platte River to perform point to point checks.
- Provide adequate dedicated facilities, HVAC, UPS, and physical security to
support Service assets.
• Allow authorized Platte River staff access to Service assets.

Administrative Support

Platte River will:
• Coordinate any SCADA activities with Estes Park’s single point of contact.
• Maintain documentation associated with SCADA system work.
• Coordinate purchases of Estes Park owned SCADA hardware and software with Estes Park’s single point of contact.

Estes Park will:
• Provide access to SCADA documentation necessary to perform the Services.
• Follow the SCADA callout procedure.
• Purchase items requested by Platte River.

Reimbursement

Platte River will:
• Provide a monthly invoice to Estes Park for Services performed in accordance with Exhibit C.

Estes Park will:
• Pay invoices submitted by Platte River on a timely basis.

Effective Date: January 1, 2015.
### EXHIBIT B

**Estes Park SCADA Services/Responsibilities**

<table>
<thead>
<tr>
<th>Task Description (System/Asset Owner)</th>
<th>Responsibility</th>
<th>Department</th>
<th>Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Naming Conventions (Estes Park)</td>
<td>PRPA</td>
<td>SCADA Services</td>
<td>SCADA Engineer</td>
</tr>
<tr>
<td>SCADA Alarms – Programming &amp; Maintenance (Estes Park)</td>
<td>PRPA</td>
<td>SCADA Services</td>
<td>SCADA Engineer</td>
</tr>
<tr>
<td>SCADA Calculations – Programming &amp; Maintenance</td>
<td>PRPA</td>
<td>SCADA Services</td>
<td>SCADA Engineer</td>
</tr>
<tr>
<td>SCADA Comm Channels (Estes Park)</td>
<td>PRPA</td>
<td>SCADA Services</td>
<td>SCADA Engineer</td>
</tr>
<tr>
<td>SCADA Points – Programming &amp; Maintenance (Estes Park)</td>
<td>PRPA</td>
<td>SCADA Services</td>
<td>SCADA Engineer</td>
</tr>
<tr>
<td>SCADA Displays – Creation &amp; Maintenance (Estes Park)</td>
<td>PRPA</td>
<td>SCADA Services</td>
<td>SCADA Engineer</td>
</tr>
<tr>
<td>Survalent Hardware Upgrades (Estes Park)</td>
<td>PRPA</td>
<td>SCADA Services</td>
<td>SCADA Engineer</td>
</tr>
<tr>
<td>Survalent Software Upgrades (Estes Park)</td>
<td>PRPA</td>
<td>SCADA Services</td>
<td>SCADA Engineer</td>
</tr>
<tr>
<td>Redundant Survalent Server &amp; Network (Estes Park)</td>
<td>PRPA</td>
<td>SCADA Services</td>
<td>SCADA Engineer</td>
</tr>
<tr>
<td>WAN Network Connectivity (PRPA)</td>
<td>PRPA</td>
<td>Telecom</td>
<td>SCADA Engineer</td>
</tr>
<tr>
<td>SCADA Historian (Estes Park)</td>
<td>PRPA</td>
<td>SCADA Services</td>
<td>SCADA Engineer</td>
</tr>
<tr>
<td>Cyber Asset Status Monitoring and Alerting (PRPA)</td>
<td>PRPA</td>
<td>SCADA Services</td>
<td>SCADA Engineer</td>
</tr>
<tr>
<td>SCADA System Backup and Recovery (PRPA)</td>
<td>PRPA</td>
<td>SCADA Services</td>
<td>SCADA Engineer</td>
</tr>
<tr>
<td>Security Patch Management (PRPA)</td>
<td>PRPA</td>
<td>SCADA Services</td>
<td>SCADA Engineer</td>
</tr>
<tr>
<td>Anti-virus (PRPA)</td>
<td>PRPA</td>
<td>SCADA Services</td>
<td>SCADA Engineer</td>
</tr>
<tr>
<td>Security Logging and Alerting (PRPA)</td>
<td>PRPA</td>
<td>SCADA Services</td>
<td>SCADA Engineer</td>
</tr>
<tr>
<td>Windows Domain Administration (PRPA)</td>
<td>PRPA</td>
<td>SCADA Services</td>
<td>SCADA Engineer</td>
</tr>
<tr>
<td>Access Reviews – Administrator (PRPA)</td>
<td>PRPA</td>
<td>SCADA Services</td>
<td>SCADA Engineer</td>
</tr>
<tr>
<td>Vulnerability Assessments (PRPA)</td>
<td>PRPA</td>
<td>SCADA Services</td>
<td>SCADA Engineer</td>
</tr>
<tr>
<td>System Hardening</td>
<td>PRPA</td>
<td>SCADA Services</td>
<td>SCADA Engineer</td>
</tr>
<tr>
<td>Secure File Transfer (PRPA)</td>
<td>PRPA</td>
<td>SCADA Services</td>
<td>SCADA Engineer</td>
</tr>
<tr>
<td>Electronic Security Perimeter (PRPA)</td>
<td>PRPA</td>
<td>SCADA Services</td>
<td>SCADA Engineer</td>
</tr>
<tr>
<td>-------------------------------------</td>
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<td>----------------</td>
</tr>
<tr>
<td>Appropriate Use Banners (Estes Park)</td>
<td>PRPA</td>
<td>SCADA Services</td>
<td>SCADA Engineer</td>
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<tr>
<td>Group Policy (PRPA)</td>
<td>PRPA</td>
<td>SCADA Services</td>
<td>SCADA Engineer</td>
</tr>
<tr>
<td>Cyber Security Policy (PRPA)</td>
<td>PRPA</td>
<td>SCADA Services</td>
<td>SCADA Engineer</td>
</tr>
<tr>
<td>Backup and Recovery Procedures</td>
<td>PRPA</td>
<td>SCADA Services</td>
<td>SCADA Engineer</td>
</tr>
<tr>
<td>SCADA Support – 24x7</td>
<td>PRPA</td>
<td>SCADA Services</td>
<td>SCADA Engineer</td>
</tr>
<tr>
<td>Access Reviews – Owner (PRPA)</td>
<td>Estes Park</td>
<td>Power Operations</td>
<td>Senior Electrical Engineer</td>
</tr>
<tr>
<td>SCADA Alarms – Testing</td>
<td>Estes Park</td>
<td>Power Operations - Engineering</td>
<td>Senior Electrical Engineer</td>
</tr>
<tr>
<td>SCADA Point to Point</td>
<td>Estes Park</td>
<td>Power Operations - Engineering</td>
<td>Senior Electrical Engineer</td>
</tr>
</tbody>
</table>

If this Exhibit B is modified as set forth in Paragraph 1, a new Exhibit B will be substituted. The new Exhibit B will be executed by both the General Manager of Platte River and Utilities Director of Estes Park, and will include a revised effective date.

Effective Date: January 1, 2015.
EXHIBIT C

Cost of Services

Background - Service Costs to Platte River:
Platte River estimates that its current obligation to provide SCADA Services through IGAs with both the City of Loveland (“Loveland”) and Estes Park can be performed by one full-time SCADA Engineer equivalent.

The current Platte River equivalent cost of one full-time SCADA Engineer is as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary</td>
<td>$95,040.00</td>
</tr>
<tr>
<td>Benefits</td>
<td>$39,632.00</td>
</tr>
<tr>
<td>Management</td>
<td>$7,050.00</td>
</tr>
<tr>
<td>Training</td>
<td>$5,400.00</td>
</tr>
</tbody>
</table>

Annual  $147,122.00
Monthly $12,260.17

Cost Allocation:
The equivalent cost of one full-time SCADA Engineer as set forth above shall be paid by Loveland and Estes Park.

The equivalent cost of one full-time SCADA Engineer shall be paid by Loveland and Estes Park in an amount proportional to their percentage of the total number of substations being controlled by their SCADA systems. The Cost shall be paid on a monthly basis.

Loveland and Estes Park together have a total of nine (9) substations. Of those nine substations, Loveland owns seven (7) and Estes Park owns two (2). The pro rata share of the equivalent cost of one full-time SCADA Engineer shall be paid as follows:

**Loveland – 7/9**
Annual  $114,428.22
Monthly $9,535.69

**Estes Park – 2/9**
Annual  $32,693.78
Monthly $2,724.48
Administrative and Incidental Costs:

In addition to the Costs above, Loveland and Estes Park shall pay Platte River for its administrative and incidental costs associated with the Services. Such costs shall be itemized in separate Work Orders and shall be included as a separate line item in the invoices submitted to Loveland and Estes Park.

If this Exhibit C is modified as set forth in Paragraph 2, a new Exhibit C will be substituted.
Memo

To: Honorable Mayor Pinkham
   Board of Trustees
   Town Administrator Lancaster

From: Kevin McEachern, Public Works Operations Manager
      Greg Muhonen, Public Works Director

Date: December 9, 2014

RE: Special Event Department Vehicle Replacements - G105A, G117 & G126

Objective:
To replace three trucks for the Special Events Department: G105A (a 1994 Ford F250 4x4 that has been in service for 20 years), G117 (a 1993 Chevy C3500 4x2 that has been in service for 21 years), and G126 (a 2000 Ford F350 4x4 that has been in service for 14 years). These three trucks will be replaced with two 2015 Ford F550's. The replacement trucks will be used for Special Events Department operations.

Present Situation:
The funds for these replacements are included in the 2014 Special Events Department budget. The cost of these vehicles exceeds $30,000 and must be approved by the Board of Trustees.

Proposal:
To utilize the 2014 budget amount from the vehicle replacement fund to replace G105A, G117, and G126. This will be accomplished by purchasing two Ford F550 pickup trucks from Spradley Barr of Greeley, each for the amount of $43,314.00 w/trade-in for a total of $86,628.00.

The Town of Estes Park is utilizing the State of Colorado competitive bid process. The lowest bid was from Spradley Barr of Greeley.

Advantages:
- New vehicles
- Newer technology
- Heavy work load capabilities for region
- Easier, more efficient operation for Special Events
- Less maintenance costs
**Disadvantages:**
None

**Budget:**
G105A--$26,781.00 / 635-7000-435-34-42 / Vehicle Replacement Fund
G117----$23,132.00 / 635-7000-435-34-42 / Vehicle Replacement Fund
G126----$41,340.00 / 635-7000-435-34-42 / Vehicle Replacement Fund
Total     $91,253.00
Less      $86,628.00 (purchase cost)
           $ 4,625.00 savings of budgeted funds

**Level of Public Interest**
Minimal.

**Sample Motion:**
I move for the approval/denial of the Town purchasing two 2015 Ford F550's in the amount of $86,628.00 to replace the three retired trucks for the Special Events Department.
December 9, 2014

Vaughn Baker, Superintendent
Rocky Mountain National Park
1000 Highway 36
Estes Park, CO 80517

RE: Support for Rocky Mountain National Park (RMNP) Proposed Entrance Fee Increase

To Whom It May Concern:

On behalf of the Estes Park Town Board of Trustees, I am pleased to provide this letter of support for the proposed increase to the entrance fees at Rocky Mountain National Park.

National Park entrance fees are utilized to provide enhancements to visitor services and facilities which, in RMNP, include a shuttle system, restroom renovations, and enhancements to picnic areas, campgrounds, and hiking trails. The additional monies collected will allow RMNP to continue to provide an outstanding visitor experience to the millions of people who visit each year.

RMNP’s proximity to Colorado Front Range communities makes it a reasonable weekend and single day destination for many Colorado residents. The addition of a Day Use Pass to the fee schedule will benefit those visitors who have limited time to enjoy the beauty and grandeur of the Park.

As the eastern gateway to Rocky Mountain National Park, the Town of Estes Park enjoys a positive working relationship with RMNP and we look forward to celebrating the Park’s centennial in 2015. As the Park enters into its second century, the proposed entrance fee increase will provide funds to allow for the continued maintenance and enhancement of RMNP services and facilities.

The Estes Park Town Board of Trustees respectfully requests consideration of the approval of the entrance fee increases proposed by RMNP staff. Thank you.

Sincerely,

TOWN OF ESTES PARK

William C. Pinkham
Mayor
Memo

To: Honorable Mayor Pinkham  
   Board of Trustees  
   Town Administrator Lancaster

From: Steve McFarland – Finance Officer

Date: December 9th, 2014


Background:

Attached is the Financial Report for the October 2014. Sales tax data is reported through September 2014.

With all of the Town’s financially-affected areas from the Flood, Staff decided to modify the Dashboard Report from 4 areas to 8. After 9 years, I have yielded to the increased need for data and have expanded the Dashboard Report to 2 pages.

- **General Fund:** A general rule of thumb for all Town budgets is that it is desirable for revenues to exceed “% of year elapsed”, and for expenses to trail “% of year elapsed” (through October, that number will be 83%). General Fund expenditures are currently at 93%, due to flood-related expenditures. This will be addressed during the supplemental budget approval process.

- **Community Reinvestment Fund (CRF):** The 2014 CRF Budget was revised in the May 13, 2014 Board meeting. The CRF is significantly under budget from both a revenue and expenditure standpoint. Neither the parking structure nor FLAP projects have advanced as far as was thought when the CRF budget was revised in May 2014.

- **Community Services Fund (CSF):** From an operational standpoint, the CSF Budget is the most dynamic. Expenditures are slightly over budget, which will be addressed with the supplemental budget appropriation. As the year has elapsed, MPEC expenditures have come into better focus.

- **Larimer County Open Space:** The Open Space Fund brings in ~ $300,000/year from a 0.6% sales tax levy. Expenditures are restricted to acquisition and maintenance of open spaces. As this includes parks and trails, some of which were flood-affected, Staff believes that this fund will become important in the recovery efforts in 2014. Most of the expenditures in 2014 are expected to be used for reconstruction of said open spaces and trails. To date, very little has been expended out of Open Space.
Memo

- **Light & Power, Water Funds:** Staff has separated the Utility Funds (L&P, Water) because, while the funds are similar from an accounting standpoint (Enterprise Funds), Light & Power and Water often perform very differently. Electric and Water revenues do not necessarily move in the same direction, and the two funds have common but also different economic challenges. The Utility Funds were dramatically affected by the Flood. In response, Staff made every effort to reduce expenditures in anticipation of the expected revenue loss. At the same time, Staff tried to address capital projects with in-house staff and available inventory. Several projects were delayed and will be delayed until such time as the effects of the flood, both on revenues and infrastructure, were better understood.

- **Sales Tax:** Several slides are included later in this presentation that provide more detail to this portion of the Dashboard Report.

- **Investments:** A municipality’s investment universe is limited to interest-rate sensitive instruments, including money markets, CDs, US Treasuries and US Instrumentalities. The drop in interest rates from 2008 (~4.75%) to today (~0.25%) has caused over $750,000 in returns to evaporate, subsequently affecting every Town fund. Recent legislation (HB 12-1005) has allowed municipalities to again invest in government-backed securities that were prohibited when the ratings agencies downgraded the US Government in 2010. The Town took advantage of this, and is now positioned in accordance with recommendations from our investment advisors. Our investment strategy is to keep duration (length of investment) on a very short leash – the Town does not want to be caught disproportionately in long positions should interest rates increase significantly. Our investment universe is anchored by rates of return of 0.02%-0.12%. Staff is inclined to leave the bulk of the portfolio in cash pending identification of the timing of the repair work on Fish Creek and Fall River.

Pertinent information included in the sales tax slides include:

CAST information shows another good start to the year. Most reporting towns are ahead of 2013, which itself was a record year. The Town is doing well, but is no more than average compared to the CAST community at large.

On the sales tax slide that shows a hyperlink, staff is proud to present the updated sales tax information page on the Finance Department section of the Town website.
Memo

Flood cost/reimbursement update

Staff is working on a chart to report an update for flood costs/reimbursements and will bring it to the Tuesday night Board meeting.

Concluding/Other thoughts

Staff has been diligently working on revising the 2014 Budget and forecasting 2015. These will be our most challenging budgets yet, as staff attempts to balance flood recovery costs and reimbursements, the four new funds (roads, community center, emergency systems, trails) resulting from the 1% sales tax increase, the operational budget of MPEC, and the capital projects before the Town (parking structure, FLAP).

Despite the devastation caused by the Flood, Staff is convinced that the Town and citizens will emerge from the recovery in position to take advantage of future opportunities presented to our community. Staff will continue to closely monitor and report the economics of the Flood recovery. In the meantime, Staff will diligently monitor the financial challenges before us, and will report regularly to the Board and citizens.

Budget:

N/A

Staff Recommendation:

N/A

Sample Motion:

N/A
UPDATE:
Financial and Sales Tax Report
(through October 2014)

Steve McFarland – Finance Officer
# FINANCIAL INDICATORS
**TOWN OF ESTES PARK – THROUGH Oct 31st, 2014**

<table>
<thead>
<tr>
<th></th>
<th>Year-to-Date</th>
<th>Revised Budget</th>
<th>Variance</th>
<th>Budget % of Year</th>
<th>% of Year elapsed</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GENERAL FUND</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>REVENUES*</td>
<td>$10,378,532</td>
<td>$12,662,144</td>
<td>($2,283,612)</td>
<td>82.0%</td>
<td>83%</td>
</tr>
<tr>
<td>EXPENSES</td>
<td>12,322,503</td>
<td>13,265,553</td>
<td>943,050</td>
<td>92.9%</td>
<td></td>
</tr>
<tr>
<td>Net increase/decrease</td>
<td>($1,943,971)</td>
<td>($603,409)</td>
<td>($1,340,562)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>*sales tax included through Aug 2014</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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</tr>
</thead>
<tbody>
<tr>
<td><strong>COMMUNITY REINVESTMENT FUND</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>REVENUES</td>
<td>$2,762,756</td>
<td>$6,567,676</td>
<td>($3,804,920)</td>
<td>42.1%</td>
<td>83%</td>
</tr>
<tr>
<td>EXPENSES</td>
<td>2,825,007</td>
<td>9,872,014</td>
<td>7,047,007</td>
<td>28.6%</td>
<td></td>
</tr>
<tr>
<td>Net increase/decrease</td>
<td>($62,251)</td>
<td>($3,304,338)</td>
<td>$3,242,087</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
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<th>% of Year elapsed</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LIGHT &amp; POWER FUND</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>REVENUES</td>
<td>$13,007,166</td>
<td>$13,814,524</td>
<td>($807,358)</td>
<td>94.2%</td>
<td></td>
</tr>
<tr>
<td>EXPENSES</td>
<td>10,936,837</td>
<td>16,642,075</td>
<td>5,705,238</td>
<td>65.7%</td>
<td></td>
</tr>
<tr>
<td>Net increase/decrease</td>
<td>$2,070,329</td>
<td>($2,827,551)</td>
<td>$4,897,880</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
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<th>Variance</th>
<th>Budget % of Year</th>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>WATER FUND</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>REVENUES</td>
<td>$3,323,536</td>
<td>$3,803,800</td>
<td>($480,264)</td>
<td>87.4%</td>
<td></td>
</tr>
<tr>
<td>EXPENSES</td>
<td>3,009,358</td>
<td>4,922,833</td>
<td>1,913,475</td>
<td>61.1%</td>
<td></td>
</tr>
<tr>
<td>Net increase/decrease</td>
<td>$314,178</td>
<td>($1,119,033)</td>
<td>$1,433,211</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## FINANCIAL INDICATORS

### TOWN OF ESTES PARK – THROUGH Oct 31st, 2014

<table>
<thead>
<tr>
<th>COMMUNITY SERVICES FUND</th>
<th></th>
<th></th>
<th>% of Year-to-Date</th>
<th>Revised Budget</th>
<th>Variance</th>
<th>Budget</th>
<th>% of year elapsed&gt;</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2014</td>
<td>2014</td>
<td>% of</td>
<td>Year-to-Date</td>
<td></td>
<td></td>
<td></td>
<td>83%</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>REVENUES</th>
<th>EXPENSES</th>
<th>Net increase/decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2,039,144</td>
<td>$2,449,716</td>
<td>$(410,572)</td>
</tr>
<tr>
<td>$2,592,972</td>
<td>2,845,481</td>
<td>$(252,509)</td>
</tr>
<tr>
<td>$(553,828)</td>
<td>395,765</td>
<td>$(158,063)</td>
</tr>
</tbody>
</table>

### INVESTMENTS (Fair value)

<table>
<thead>
<tr>
<th></th>
<th>Aug-14</th>
<th>Sep-14</th>
<th>Oct-14</th>
</tr>
</thead>
<tbody>
<tr>
<td>Town Funds</td>
<td>15,568,561</td>
<td>16,775,790</td>
<td>17,770,306</td>
</tr>
<tr>
<td>Money markets/CDs</td>
<td>3,107,509</td>
<td>3,101,459</td>
<td>3,106,625</td>
</tr>
<tr>
<td>J.S. Treasuries</td>
<td>1,327,375</td>
<td>1,327,501</td>
<td>1,754,281</td>
</tr>
<tr>
<td>J.S. Instrumentalities</td>
<td>5,472,498</td>
<td>5,451,290</td>
<td>5,471,202</td>
</tr>
<tr>
<td>Total</td>
<td>25,475,943</td>
<td>26,656,041</td>
<td>28,102,414</td>
</tr>
<tr>
<td>FOSH/Theater Fund</td>
<td>458,984</td>
<td>459,028</td>
<td>459,073</td>
</tr>
</tbody>
</table>

Annual pooled govt mmf rate: 10/31/14 = 0.12%; 0.02% locally.

### LARIMER COUNTY OPEN SPACE FUND

<table>
<thead>
<tr>
<th></th>
<th>2014</th>
<th>2014</th>
<th>% of Year-to-Date</th>
<th>Revised Budget</th>
<th>Variance</th>
<th>Budget</th>
<th>% of year elapsed&gt;</th>
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<tbody>
<tr>
<td>2014</td>
<td>2014</td>
<td>% of</td>
<td>Year-to-Date</td>
<td></td>
<td></td>
<td></td>
<td>83%</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>REVENUES*</th>
<th>EXPENSES</th>
<th>Net increase/decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>$218,581</td>
<td>$36,975</td>
<td>$181,606</td>
</tr>
<tr>
<td>$290,500</td>
<td>262,903</td>
<td>$27,597</td>
</tr>
<tr>
<td>$(71,919)</td>
<td>225,928</td>
<td>$(154,009)</td>
</tr>
</tbody>
</table>

### SALES TAX

<table>
<thead>
<tr>
<th></th>
<th>1st Q</th>
<th>2nd Q</th>
<th>3rd Q</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014</td>
<td>1,094,090</td>
<td>2,143,981</td>
<td>3,814,689</td>
<td>7,052,760</td>
</tr>
<tr>
<td>2013</td>
<td>1,035,558</td>
<td>2,017,648</td>
<td>3,175,455</td>
<td>6,228,661</td>
</tr>
<tr>
<td>2012</td>
<td>995,733</td>
<td>1,963,313</td>
<td>3,459,742</td>
<td>6,418,788</td>
</tr>
</tbody>
</table>

2014 vs 2013: 5.7% 6.3% 20.1% 13.2%
2014 vs 2012: 9.9% 9.2% 10.3% 9.9%
SALES TAX FACTS

• 2014 (through September):
  • 75% of calendar year; 82% of fiscal year.
  • 13.2% ahead of 2013.
  • 11.8% ahead of 2014 budget.

• 24 CAST communities currently reporting:
  • 2014 is another strong year.
CAST COMMUNITIES

3-yr: 2014 vs 2011

Aspen  28.3%
Avon    26.7%
Breckenridge  33.3%
Crested Butte  28.4%
Dillon  19.7%
Durango  17.0%
East Park  16.4%
Fraser  9.8%
Glenwood Springs  15.7%
Grand Lake  19.6%
Gunnsion County  21.0%
Ketchum, ID  14.2%
Minburn  16.7%
Mt. Crested Butte  30.5%
Mt. Village  27.6%
Nederland  39.3%
Ouray  14.5%
Silverthorne  22.1%
Silverton  28.2%
Steamboat Springs  29.5%
Summit County  18.5%
Tahoe  7.6%
Vail  0.3%
Winter Park  16.9%
SALES TAX RATE OF CHANGE

12 Mo Rev.  $7,813,065
June-14  $651,089
2013  =  $7,56M

June-14  12 Mo. ROC  = -2.13%
SALES TAX RATE OF CHANGE

12 Mo Rev. $8,452,300 2013 = $7.56M
September-14 $704,358

September-14 12 Mo. ROC = 9.78%

12 Mo % Chg of Ave Rev.
NEW SALES TAX INFO ON WEBSITE

- www.colorado.gov/townofestespark
- Updates to new funds
  - Emergency Response
  - Community Center
  - Trails
  - Streets
- Five year history of General Fund
- Sectors
FLOOD UPDATE

- Staff will present a financial update at the Board meeting. Data is still being gathered and will be distributed at the Board meeting.