BOARD OF TRUSTEES - TOWN OF ESTES PARK
Tuesday, May 13, 2014
7:00 p.m.
AGENDA

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

PROCLAMATION: “Chuck and Julie Varilek Day.”

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

TOWN BOARD COMMENTS / LIAISON REPORTS.

TOWN ADMINISTRATOR REPORT.

- Recognition of Project Manager Scott Zurn named 2013/2014 Transportation Professional of the Year.

1. CONSENT AGENDA:

   1. Town Board Minutes dated April 22, 2014.
   2. Bills.
   3. Committee Minutes:
      A. Community Development / Community Services, April 24, 2014.
   4. Scott Avenue Retention Ponds Tree Planting. $2188.50.

2. REPORTS AND DISCUSSION ITEMS:

   1. COMMUNITY REPORT. Commissioner Donnelly.
   2. NATIONAL PARK 100TH ANNIVERSARY UPDATE. Chuck Levine, Barbara Hoppe Scott.
3. **WESTERN HERITAGE UPDATE.** Board President Wright.

4. **EVENT CENTER & PAVILION CONSTRUCTION UPDATE.** Manager Zurn.

3. **LIQUOR ITEMS:**

   1. **NEW LIQUOR LICENSE - ROCKY MOUNTAIN PARK INN, LLC DBA ROCKY MOUNTAIN PARK INN, ESTES PARK EVENTS COMPLEX: 1125 ROOFTOP WAY, 1115 ROOFTOP WAY AND 1209 MANFORD AVENUE, OPTIONAL PREMISE LIQUOR LICENSE.** Town Clerk Williamson.

4. **ACTION ITEMS:**

   1. **TRANSPORTATION ADVISORY COMMITTEE APPOINTMENTS.** Town Clerk Williamson.

   2. **2014 SHUTTLE SERVICES CONTRACT WITH ROCKY MOUNTAIN TRANSIT MANAGEMENT.** Director Winslow.

   3. **LEVEL 3 AGREEMENT FOR USE OF TOWN FIBER.** Attorney White.

   4. **RESOLUTION # 11-14 SUPPLEMENTAL BUDGET APPROPRIATION FOR THE COMMUNITY REINVESTMENT FUND.** Finance Officer McFarland.

   5. **NEW BOND PARK EVENT - ARAPAHO CELEBRATION.** Director Winslow.

   6. **2014 FARMERS MARKET ROAD CLOSURE.** Director Winslow.

   7. **NEW EVENT ON ELKHORN AVENUE – ELKHORN DASH ROAD CLOSURE.** Director Winslow.

5. **REQUEST TO ENTER EXECUTIVE SESSION:**

   24-6-402(4)(d) C.R.S. – For discussion of specialized details of security arrangements

   Motion: I move the Town Board go into Executive Session– For the purpose of discussing specialized details of security arrangements under C.R.S. 24-6-402(4)(d).

6. **ADJOURN.**
Minutes of a Regular meeting of the Board of Trustees of the Town of Estes Park, Larimer County, Colorado. Meeting held in the Town Hall in said Town of Estes Park on the 22nd day of April, 2014.

Present: William C. Pinkham, Mayor
          Eric Blackhurst, Mayor Pro Tem
          Trustees Mark Elrod
          John Ericson
          Wendy Koenig
          Ron Norris
          John Phipps

Also Present: Frank Lancaster, Town Administrator
              Greg White, Town Attorney
              Jackie Williamson, Town Clerk
              Trustee Elect Bob Holcomb
              Trustee Elect Ward Nelson

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.

PROCLAMATIONS.
Mayor Pinkham proclaimed the month of May as Emergency Preparedness month. Mayor Pinkham also proclaimed April 24th as Arbor Day in Estes Park and May as the month of the tree.

PUBLIC COMMENTS.
Paul Fishman/Town citizen thanked outgoing Mayor Pro Tem Blackhurst and Trustee Elrod for their service to the community.

TOWN BOARD COMMENTS / LIAISON REPORTS.
Trustee Ericson stated the Community Development/Community Services Committee meeting would be held on Thursday, April 24, 2014 at 8:00 a.m. in the Board room. The next Public Safety, Utilities and Public Works Committee meeting would be held on Thursday, May 8, 2014 at 8:00 a.m. in the Board room.

Trustee Koenig and Norris thanked Mayor Pro Tem Blackhurst and Trustee Elrod for their services to the community.

Trustee Norris stated Visit Estes Park (VEP) received an EDA grant for $120,000 for post flood recovery. VEP has completed the interviews for the CEO and President with a formal announcement to be made in the near future.

Mayor Pro Tem Blackhurst thanked the citizen for allowing him to serve the community for the past 8 years. He also thanked the staff and leadership team for the professionalism and efforts to provide the citizens with the highest quality service.

Mayor Pinkham commented it was a pleasure to work with the outgoing Trustees and commended them both on their passion and service to the community.

TOWN ADMINISTRATOR REPORT.
- Policy Governance Policy 3.7 Emergency Preparedness – Administrator Lancaster reported compliance with the exception of having a business continuity plan for the Town. He stated the plan continues to be developed by staff and should be completed by the end of the year.
• Governor Hickenlooper would be present at the ground breaking for Lot 4 Stanley Historic District. Following the ground breaking he would attend a meeting regarding economic development. Later in the afternoon the governor would recognize emergency responders and their efforts during the flood.

1. CONSENT AGENDA:

   1. Town Board Minutes dated April 8, 2014.
   2. Bills.
   3. Committee Minutes:
      a. Public Safety, Utilities and Public Works, April 10, 2014:
         1. Community Sponsorship Program for bear-resistant trash/recycling containers.
         2. Replace Retaining Wall at Bristlecone Inn, $75,000.
   4. Tree Board Minutes dated February 20, 2014 (acknowledgement only).
   5. Transportation Advisory Committee Minutes dated March 19, 2014 (acknowledgement only).

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

ACKNOWLEDGEMENT OF MAYOR PRO TEM BLACKHURST & TRUSTEE ELROD.
Mayor Pinkham presented Mayor Pro Tem Blackhurst and Trustee Elrod with a gift and a “Resolutions of Respect” honoring their active participation on the goals and achievements of the Board of Trustees during their terms of office as Trustee and their service and dedication to the community.

2. ACTION ITEMS:

   1. SWEARING-IN CEREMONY FOR NEWLY-ELECTED TRUSTEES.

   2. MAYOR PRO TEM.
      Mayor Pinkham recommended Trustee Koenig serve as Mayor Pro Tem and requested a motion from the Board. It was moved and seconded (Ericson/Phipps) to approve the appointment of Trustee Koenig as Mayor Pro Tem and the motion passed unanimously.

   3. APPOINTMENTS.
      Policy Governance 101 Board Appointments outlines the appointments to a number of Boards, Commissions and Task forces. The following were considered by the Board for formal approval and appointment:

<table>
<thead>
<tr>
<th>Board, Commission or Task Force</th>
<th>Liaison</th>
<th>Staff Liaison</th>
<th>Type of Committee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Creative Sign Design Review Board</td>
<td>Alison Chilcott</td>
<td></td>
<td>Decision Making</td>
</tr>
<tr>
<td>Estes Valley Planning Commission</td>
<td>Trustee Phipps</td>
<td>Alison Chilcott</td>
<td>Advisory/ Decision Making</td>
</tr>
<tr>
<td>Estes Valley Board of Adjustment</td>
<td>Alison Chilcott</td>
<td></td>
<td>Decision Making</td>
</tr>
<tr>
<td>Western Heritage Inc</td>
<td>Trustee Koenig</td>
<td>Bo Winslow</td>
<td>Outside</td>
</tr>
<tr>
<td>Estes Park Museum Friends and</td>
<td>Derek Fortini</td>
<td></td>
<td>Outside</td>
</tr>
</tbody>
</table>
It was moved and seconded (Norris/Koenig) to approve the appointments as listed above, and it passed unanimously.

Staff Appointments

Per the Municipal Code Section 2.24.010, at the first regular meeting following certification of the results of each biennial election, the Board of Trustees shall appoint a qualified person as Town Clerk, Town Treasurer, Town Attorney, Municipal Judge and Assistant Municipal Judge, and any other officers the Board of Trustees deems necessary for the good governance of the Town. Municipal Code Section 2.28.10 Town Administrator; appointment states at the first regular meeting following certification of the results of each biennial election, the Board of Trustees shall appoint a qualified person as Town Administrator.

Staff recommends the appointment of the following officers:

- Jackie Williamson – Town Clerk
- Steve McFarland – Town Treasurer/Town Clerk Pro Tem
- Greg White – Town Attorney
- Roger Clark - Assistant Town Attorney
- Randy Williams - Assistant Town Attorney
- Gary Brown – Municipal Judge
- John Easley – Assistant Municipal Judge
- Frank Lancaster – Town Administrator

It was moved and seconded (Norris/Koenig) to approve the appointments of officer as listed above, and it passed unanimously.

4. REPORTS AND DISCUSSION ITEMS.
1. **EVENT CENTER & PAVILION CONSTRUCTION UPDATE.** Project Manager Zurn stated the main structural elements of the Event Center have been completed with rough-in electrical, plumbing and HVAC systems nearing 75% complete. The Pavilion project has been substantially completed and in final inspection stages and punch list items are being addressed. The project has come in 8% under budget.

2. **PUBLIC INFORMATION QUARTERLY REPORT.** PIO Rusch provided an update on public information activities during the past quarter, including continued flood response and recovery, public information related to planning efforts (runoff preparedness, emergency preparedness month, staff training for emergency response, ballot questions, citizen survey for 2014, FLAP grant, policy development, bear education, bike to work day, and American in Bloom), Town newsletter, social media and preparing for the upcoming migration to a new website platform offered by the Statewide Internet Portal Authority.

Whereupon Mayor Pinkham adjourned the meeting at 8:40 p.m.

William C. Pinkham, Mayor

Jackie Williamson, Town Clerk
Minutes of a Regular meeting of the COMMUNITY DEVELOPMENT / COMMUNITY SERVICES COMMITTEE of the Town of Estes Park, Larimer County, Colorado. Meeting held in Town Hall in said Town of Estes Park on the 24th day of April, 2014.

Committee:   Chair Ericson, Trustees Holcomb and Phipps
Attending:   All
Also Attending: Finance Officer McFarland, Directors Chilcott, Winslow and Fortini, Chief Building Official Birchfield, Managers Salerno and Lynch, Special Event Coordinator Jacobson, Shuttle Coordinator Wells and Recording Secretary Limmiatis

Trustee Ericson called the meeting to order at 8:03 a.m.

PUBLIC COMMENT.
None.

COMMUNITY SERVICES DEPARTMENT.

NEW EVENT IN BOND PARK.
Director Winslow introduced Don Stewart Rocky Mountain National Park who informed the Committee of a new event to take place in Bond Park on August 9th and 10th in conjunction with the 100th Anniversary of Rocky Mountain National Park and the Oliver Toll/Arapaho Expedition. The onetime event would include education, cultural dances, music, authentic artifacts, a teepee raising, arts and crafts vendors from the reservation, and possibly Native American food vendors. The Committee recommended approval of the Arapaho Celebration Event in Bond Park to be included as an action item on the May 13, 2014 Town Board agenda.

Paul Fishman town resident requested Director Winslow encourage vendors to park at the Visitor’s Center after unloading to make downtown parking spaces available to guests.

NEW EVENT ON ELKHORN AVENUE – ELKHORN DASH, 1 MILER.
Director Winslow requested the approval to close one lane of Elkhorn Avenue for The Elkhorn Dash, a one mile downhill race to promote downtown businesses and restaurants, and highlight Estes Park as an athletic destination on June 28, 2014. The race would start at West Elkhorn Avenue near the Elkhorn Lodge at 8:00 a.m. and finish at the US Bank parking lot. Belle Morris event coordinator stated the event could begin at 7:00 a.m. or 7:45 a.m. due to traffic concerns. Chair Ericson stated the start time should be decided by Director Winslow and Chief Kufeld based upon the time needed to block off the street. The Committee recommended approval of the Elkhorn Dash, 1 Miler Event on Elkhorn Avenue to be included as an action item on the May 13, 2014 Town Board agenda.

Paul Fishman town resident suggested Belle Morris contact Visit Estes Park and Estes Valley Partners for Commerce to inform the business community of the event.

REPORTS.
Reports provided for informational purposes and made a part of the proceedings.
- Visitor Services Quarterly Report – Manager Salerno informed the Committee of the increased foot traffic and phone calls received during the first quarter, the positive response received from the first annual Open House, and the lack of Volunteer Ambassadors for the upcoming Summer season. Staff has begun to identify what motivates individuals to volunteer to help with recruitment. Staff also created a volunteer pamphlet at the request of the Nonprofit Resource Center which was distributed at a recent job fair to inform the public of volunteer opportunities.
Visitor Services - Transportation/Shuttle – Coordinator Wells introduced Janice Crow General Manager of Rocky Mountain Transit Management. She invited the Committee to an event on May 9, 2014 at 1:00 p.m. in which a new hybrid bus would be at the Beaver Meadows Visitor Center to take a short ride through Rocky Mountain National Park then tour the new offices and shop space at 1050 Kenwood Lane. Wells provided an update on the 2014 shuttle season.

- The shuttle system would operate on select days prior to the shuttle season’s scheduled start date of June 21, 2014 in conjunction with the Stanley Film Festival, the Art Market and the FACE of Fiber in the Rockies.
- Staff is to participate in the Senior Transportation Coalition Meeting and CDOT’s Statewide Transportation Plan to ensure transportation efforts are not being duplicated and Estes Park is included in larger transportation plans for the area.
- Ambassadors are to be trained on the shuttle system to improve the experience of guests.

The Committee stated concern confusion may occur with the Fun Tyme Trolleys operating this summer. Staff would be mindful of the potential confusion and would address any issues that arise.

COMMUNITY DEVELOPMENT DEPARTMENT.

REPORTS.

Reports provided for informational purposes and made a part of the proceedings.

- Community Development Quarterly Report – Director Chilcott reviewed the department’s seven core governmental services including building safety, addressing, floodplain management, signage, the Estes Valley Long Range Master Plan, planning for the present and nuisances. Building safety activity has been steady with building permit inspections, plan reviews and building permit numbers. Senior Permit Technician Phillips has completed all residential plan reviews since the flood to allow Chief Building Official Birchfield to devote more time to flood recovery. Staff has also contracted some commercial plan reviews to local firms in an effort to stay within the plan review performance standard timeframes, as a few plan reviews fell behind schedule with the demands of flood recovery. The addressing system continues to improve with the new GIS system. The department is finalizing the addressing policies and updating the procedures and forms. Chief Building Official Birchfield was selected as the National Floodplain Manager of the Year by the Association of State Floodplain Managers. Director Chilcott briefly reviewed the spring runoff preparations by describing the Emergency Watershed Protection Program Exigent Projects, Immediate Threat Action, Aggradation Study, long-term flood recovery master plan and the FEMA Flood Insurance Program. For signage, staff created handouts on political and real estate signs and has begun work on a handout that explains sign code in layman’s terms. The Estes Valley Long Range Master Planning continues with the Comprehensive Plan modernization. Staff completed the development review of the Stanley Anschutz Wellness Center and Mountain River Townhomes and would be reworking the development review web pages. Code Compliance Officer Reichardt was hired in March 2014 to help with nuisances as Code Compliance Officer/Planner Kleisler would transition to a full-time Planner.

- Verbal Updates and Committee Questions – Trustee Holcomb inquired about the accuracy of floodplain maps. Chief Building Official Birchfield described the purpose and accuracy of the floodplain maps and stated the maps were mostly accurate during the September 2013 flood, with the only exception being Bond Park. Trustee Phipps inquired about receiving road materials from Highway 36 road reconstruction, floodplain advisory maps, and who is the representative on the Fish Creek reconstruction team. Director Chilcott stated the Town has received excess road material that is being stockpiled. Director Bergsten and Project Manager Zurn are the primary staff contacts for Fish Creek reconstruction, and Chief Building Official Birchfield has attended the Technical Advisory Meetings. Trustee Ericson inquired about various locations throughout Town where debris remains in the river corridor.
and requested an update on the micro-brewery tours. Chief Building Official Birchfield stated seven sites have been identified for debris removal and a contractor would be coming in next week to begin the cleanup efforts. Director Chilcott stated a tour of the breweries in the Fort Collins area would be held on May 16, 2014 for members of the Town Board and Planning Commission and the issue would be returned to a Town Board Study Session.

COMMUNITY SERVICES DEPARTMENT.

REPORTS.
Reports provided for informational purposes and made a part of the proceedings.

- **Museum Quarterly Report** – Director Fortini informed the Committee the Curator of Education facilitated a program in the Kindergarten class at the Estes Park Elementary School about Enos Mills, the collections hold has been lifted, and attendance in the first quarter was the highest it has been in the previous five years.
- **April Events Report** – Coordinator Jacobson updated the Committee on the progress of the Event Focus Committee.
- **Verbal Updates and Committee Questions** – Trustee Holcomb inquired about the response to the new Event Center and Pavilion. Manager Lynch informed the Committee many standard requests are coming in, but an unexpected challenge has been attempting to find lodging that would correspond to the number of guests attending.

There being no further business, Chair Ericson adjourned the meeting at 10:00 a.m.

Barbara Jo Limmiatis, Recording Secretary
Memo

To: Honorable Mayor Pinkham
   Board of Trustees
   Town Administrator Lancaster

From: Brian Berg, Parks Maintenance Worker III
      Kevin McEachern, Public Works Operations Manager
      Kevin Ash P.E., Interim Public Works Director/Engineer

Date: May 13, 2014

RE: Scott Avenue Retention Ponds Tree Planting

Objective:
Plant 70 aspen trees and 58 cottonwood trees at the Town’s Scott Avenue Retention Pond site.

Present Situation:
This will be a continuing project with Eagle Rock School, Platte River Power Authority, the Town’s Tree Board, Estes Park in Bloom and the Parks Division. In the last two years we have planted over 80 trees and wish to continue in the upcoming years.

Proposal:
The Platte River Power Authority has donated $3,250.00 for the purchase of the trees, the Town’s Tree Board has provided $2188.50 for the elk and beaver fencing and the Parks Division will be supplying the soil, mulch and posts. The Parks Division will be leading 30 Eagle Rock students in planting and fencing all the trees on May 16, 2014 as part of their Eagle Serve project day.

Advantages:
- The trees will aid in natural water filtration, nutrient recycling, wildlife habitat, and ecosystem diversity.

Disadvantages:
- There will be slight impacts to the vegetation.

Action Recommended:
Staff recommends the continued use of the Scott Avenue retention pond area for this planting and future plantings of trees and other woody vegetation to help with the above issues. This item was reported by Public Works to the PUP Committee at the May 8, 2014 meeting. It was then recommended to the Consent Agenda for this May 13, 2014 Town Board Meeting.
**Budget:**
$3250.00 donated by Platte River Power Authority; $2188.50 provided by Estes Park Tree Board.

**Level of Public Interest:**
The first cottonwood planting was initiated by the public, for the interest in shade along the multipurpose trail. It has turned into a multi-organization project that will only expand in the future.

**Sample Motion:**
I move for the approval/denial for staff to continue use of the Scott Avenue retention pond area for the planting and fencing of trees on May 16, 2014 as well as future plantings of trees and other woody vegetation.

**Attachments:**
Presentation that was given at the May 8, 2014 PUP Committee meeting.
Scott Avenue Retention Ponds
Tree Planting

Presented to PUP Committee
May 8, 2014
Brian Berg, Parks Division
Joint Project:

- **Platte River Power Authority** - Donated $1,500 in 2013; donating $3,250 in 2014 for the trees.
- **Estes Park Tree Board** - Provided $2,188.50 for the elk & beaver fence for this year's planting.
- **Eagle Rock School** - For the second year, 25 student volunteers and 10 teachers will plant and install fence.
- **Town’s Park Division** - Providing all equipment, soil and mulch for the tree planting.
- **Estes Park In Bloom**
Past Plantings

50 -1 gal Aspens and 20 -5 gal Aspens
15 -3 inch caliper Cottonwoods
Future Plantings:

50 - 1gal Aspens and 20 - 5gal Aspens
58 - 5gal Cottonwoods
Thank You for your time!
Estes Park Western Heritage, Inc.
Trustee Briefing – May 13, 2014

• Status of Professional Rodeo - Chairman, Mark Purdy
• 2014 Summer Events: - President, Howell Wright
  o Spring Beat the Heat Barrel Race May 31- June 1
  o Professional Bull Riders competition July 4 and 5 – Mark Purdy
    ▪ A look at our ticketing procedures
    ▪ July 4 is a precursor to Town fireworks
    ▪ July 5 American Bucking Bulls, Inc. (ABBI) Futurity held during the Day
    ▪ July 5 PBR Finals and live music
  o Rooftop Rodeo July 8-13 – Marketing Director, Larry Bowen
    ▪ Tuesday: Parade
    ▪ Wednesday: Pink Night and Paint Estes Pink
    ▪ Thursday: Kids Clown Night
    ▪ Saturday: ManUp Crusade against Domestic Violence Night
    ▪ Rooftop Rodeo Collector Prints still available.
  o Fall Beat the Heat Barrel Race September 13-14 – Howell Wright
• Estes Park Western Heritage Foundation 501 (c) (3) development - Howell Wright
• New for 2015 Howell Wright
  o Estes Park Western Heritage Festival (May 29-31, 2015)
    ▪ Total community involvement
    ▪ EPWH involvement
    • Provide help with planning leadership
    • Western Art show
    • Antique and Western Collectable Show
    • Spring “Beat the Heat” Barrel Race

Howell F. Wright, President/CEO
howell@estesvalley.net cell: 970-231-1738
G BAR 3 BBQ is based in Loveland, Colorado and is a fully licensed mobile catering business operated by The Gaisford family; Hugh, Mark, and MJ. We offer a wide selection of meats slow-cooked over genuine hickory firewood that brings about a subtle, smooth smokey flavor. We pride ourselves in our Texas heritage and age-old pit barbeque cooking methods handed down through many generations at the G-BAR-3 Ranch in Ponder, Texas.

To make the barbeque we serve a memorable, enjoyable, satisfying experience, we offer the following selections of hickory-smoked beef and pork for all occasions.

**Beef Brisket (sliced or chopped)**

**Prime Rib Roast**

**Pork Butt Roast (sliced or chopped)**

**Sliced Pork Loin**

**St. Louis Style Pork Ribs**

**Variety of Sausages (Kielbasa, Western, German, Italian, Chorizo, etc.)**

(* excellent on sandwiches)

For catered events, private parties, and special occasions, we also offer these additional selections in a variety of sizes. Let us know if you have a special request.

**Steaks — Ribeye, New York Strip, Tenderloin, and T-bone**

**Hams**

**Hamburgers / Hot Dogs**

We also serve a selection of side dishes that compliment the traditional, down-home barbeque. Ask us about special orders for the smaller occasions and get-togethers or a single family meal!

Contact us at 970-218-3844 or 970-290-3435 e-mail: GBar3BBQ@gmail.com
Report

To: Honorable Mayor Pinkham
    Board of Trustees
    Town Administrator Lancaster

From: Scott Zurn, PE Special Projects Manager

Date: May 13, 2014

RE: Event Center & Pavilion Construction Update

Objective:
To update the Town Board and public on the progress of the MPEC and Pavilion project at the Stanley Fairgrounds.

Present Situation:
The MPEC main structural elements are completed and the grain silo architectural features are installed. The MPEC main event space nears its completion as the concrete floors are finished. Mechanical and electrical systems are roughed in and trim out of these systems are beginning. Items evident from the exterior this week will be items such as overhead door installation and rough grading of the site. Also this week exterior concrete sidewalks steps and ramps will begin in the front of the building.

Staff does have a walk through and tour of the progress tomorrow at noon for trustees and interested officials. Staff will give more details of the progress and answer any questions on the tour.

The Pavilion project is now substantially complete and staff will begin to take over occupancy of the new facility. Fairgrounds staff will now begin to utilize and become acquainted with the operation and use of the project. Staff looks forward to showing the completed project on the tour.

Again as mentioned before the Public Works Parks Division is designing and installing the landscaping in-house and will be working in concert with the contractor over the next several weeks. The delivery date for occupancy of the MPEC is scheduled for early June.

Budget:
Community Reinvestment Fund - $5,682,050. The project remains within budget.

Level of Public Interest
This project has a very high level of public interest.
Memo

To: Honorable Mayor Pinkham  
Board of Trustees  
Town Administrator Lancaster

From: Jackie Williamson, Town Clerk

Date: May 13, 2014


Objective:
Approval of a new Optional Premises Liquor License located at the Estes Park Events Complex at the Fairgrounds at Stanley Park: 1125 Rooftop Way, 1115 Rooftop Way, and 1209 Manford Avenue, Estes Park, Colorado. Application filed by Rocky Mountain Park Inn, LLC dba Rocky Mountain Park Inn.

Present Situation:
Rocky Mountain Park Inn, LLC has entered into an agreement with the Town of Estes Park to operate the food and beverage concession at the Estes Park Events Complex which includes the concession stand and grandstands, the Events Center, and the Pavilion at the Fairgrounds at Stanley Park. An application for a new Optional Premises Liquor License for these locations was received by the Town Clerk’s office on April 10, 2014. All necessary paperwork and fees were submitted; please see the attached hearing procedure for more information. Chris Cook, who is named on the application as the manager for the license, has fulfilled the TIPS training requirement by attending and successfully completing a class offered by trainer Barb Boyer Buck on May 7, 2014.

The application has been sent to the Colorado Department of Revenue Liquor Enforcement Division (LED) for a concurrent review as requested by the applicant. This allows the LED to review the application at the same time as Town staff and expedites the issuance of the new liquor license.

Proposal:
Town Board review and consideration of the application for a new Optional Premises Liquor License.

Advantages:
Approval of the license will provide the concessionaire with the ability to serve alcohol during events held at the Events Complex as outlined in the agreement.
**Disadvantages:**
The concessionaire would be unable to include the sale of alcohol beverages in the services they provide to event attendees.

**Action Recommended:**
Approval of the application for a new Optional Premises Liquor License.

**Budget:**
The fee paid to the Town of Estes Park for a new Optional Premises Liquor License is $1319. The fee covers the administrative costs related to processing the application, background checks, and business licensing. In addition, the annual renewal fee payable to the Town of Estes Park for an Optional Premises Liquor License is $869.

**Level of Public Interest**
Low.

**Sample Motion:**
I move to approve/deny the application for a new Optional Premises Liquor license filed by Rocky Mountain Park Inn, LLC dba Rocky Mountain Park Inn.

**Attachments:**
1. Procedure for Hearing
PROCEDURE FOR HEARING ON APPLICATION
NEW LIQUOR LICENSE

1. **MAYOR.**

   The next order of business will be the public hearing on the application of Rocky Mountain Park Inn, LLC dba ROCKY MOUNTAIN PARK INN for a new Optional Premises Liquor License located at the Estes Park Events Complex, which consists of the Grandstand (1209 Manford Avenue), the Event Center (1125 Rooftop Way), and the Pavilion (1115 Rooftop Way), Estes Park, Colorado.

   At this hearing, the Board of Trustees shall consider the facts and evidence determined as a result of its investigation, as well as any other facts, the reasonable requirements of the neighborhood for the type of license for which application has been made, the desires of the adult inhabitants, the number, type and availability of liquor outlets located in or near the neighborhood under consideration, and any other pertinent matters affecting the qualifications of the applicant for the conduct of the type of business proposed.

OPEN PUBLIC HEARING

2. **TOWN CLERK.** Will present the application and confirm the following:

   The application was filed **April 10, 2014**.

   At a meeting of the Board of Trustees on April 22, 2014, the public hearing was set for **7:00 p.m. on Tuesday, May 13, 2014**.

   The neighborhood boundaries for the purpose of this application and hearing were established to be **4.05** miles.

   The Town has received all necessary fees and hearing costs.

   The applicant is filing as a **Limited Liability Company**.

   The property is zoned **CO – Commercial Outlying** which allows this type of business as a permitted use.
The notice of hearing was published on __May 2, 2014__. 

The premises was posted on __April 30, 2014__. 

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

Status of T.I.P.S. Training:

____ Unscheduled      ____  Scheduled      ____ X____ Completed

There is a map indicating all liquor outlets presently in the Town of Estes Park available upon request.

3. **APPLICANT.**

   The applicants will be allowed to state their case and present any evidence they wish to support the application.

4. **OPPONENTS.**

   The opponents will be given an opportunity to state their case and present any evidence in opposition to the application.

   The applicant will be allowed a rebuttal limited to the evidence presented by the opponents. No new evidence may be submitted.

5. **MAYOR.**

   Ask the Town Clerk whether any communications have been received in regard to the application and, if so, to read all communication.

   Indicate that all evidence presented will be accepted as part of the record.

   Ask the Board of Trustees if there are any questions of any person speaking at any time during the course of this hearing.

   Declare the public hearing closed.

6. **SUGGESTED MOTION:**

   **Finding.** The Board of Trustees finds that the reasonable requirements of the neighborhood are/are not met by the present liquor outlets in the neighborhood and that the desires of the adult inhabitants are/are not for the granting of this liquor license.

   **Motion.** Based upon the above findings, I move that this license be granted/denied.
Memo

To: Honorable Mayor Pinkham
   Board of Trustees
   Town Administrator Lancaster

From: Jackie Williamson, Town Clerk

Date: May 9, 2014

RE: Transportation Advisory Committee Appointments

Objective:
To appoint new committee members to the Transportation Advisory Committee (TAC).

Present Situation:
The TAC was formed just over a year ago to support the comprehensive transportation planning for the valley; to review and recommend transportation related capital projects, and to support the safety and maintenance of the Town’s transportation system. The committee is actively discussing the downtown highway reroute with the Federal Land Access Project (FLAP) grant and the Visitor Center Parking structure.

The bylaws outline the membership of the committee shall consist of 9 members and the member must be residents of the Estes Valley Planning district. The terms shall be for 3 years and shall be staggered so the terms of 3 members would expire each year.

Committee members Stan Black, Ann Finley and Belle Morris were appointed to 1-year terms that expired on March 31, 2014. The committee also has a vacancy created early on when a member of the committee moved outside of the Estes Valley Planning district.

The Administrative Service department advertised for 4 positions on the committee and received 7 applications. Upon scheduling the interviews, 2 of the 7 applicants withdrew from consideration. An interview team consisting of Trustee Norris, Trustee Phipps and Committee Chair Kimberly Campbell conducted interviews on May 8th and May 9th.

Proposal:
The interview team recommends the reappointment of Stan Black, Ann Finley and Belle Morris to 3-year terms ending March 31, 2017. The team also recommends the appointment of Pat Newsom to complete the vacant position ending March 31, 2016.

It should be noted the committee was impressed by the quality of the candidates and the depth of knowledge they bring to the committee.
**Advantages:**
The positions would be filled allowing the TAC to move forward with current projects and hold meetings beginning on Wednesday, May 21, 2014.

**Disadvantages:**
If the appointments are not made, the positions would remain vacant until the positions could be re-advertised and interviews conducted.

**Action Recommended:**
Reappoint Stan Black, Ann Finley and Belle Morris to the Transportation Advisory Committee for 3-year terms expiring on March 31, 2017 and appoint Pat Newsom for a term expiring on March 31, 2016.

**Budget:** None.

**Level of Public Interest**
Low.

**Sample Motion:**
I move to approve/deny the reappointment of Stan Black, Ann Finley and Belle Morris to the Transportation Advisory Committee for 3-year terms expiring on March 31, 2017 and appoint Pat Newsom for a term expiring on March 31, 2016.
Memo

To: Honorable Mayor Pinkham  
   Town Board of Trustees  
   Town Administrator Lancaster

From: Brian Wells, Shuttle Coordinator

Date: May 13, 2014

RE: Contract for shuttle services with Rocky Mountain Transit Management

Objective:

Rocky Mountain Transit Management (RMTM) (McDonald Transit Associates Inc.) has made a contract offer to continue operating the busses for the 2014 Estes Park FREE Shuttle Service.

Consistent with previous years, RMTM will lease three vehicles from Davey Coach not to exceed the price of $3,485 per vehicle per month and the Town of Estes Park will reimburse vehicle lease costs.

RMTM will maintain and insure the Town’s trolley under the same terms and conditions outlined in the service contract.

The Town will pay to install/uninstall Connexionz GPS tracking equipment and exterior lettering/logos as appropriate per owned/leased vehicles, not to exceed $500 per vehicle per season.

The hourly service rate for 2013 will be $55.33 which includes routine maintenance, shuttle drivers, insurance, and fuel costs up to $2.50 a gallon for the five full-service schedule and charters.

The service contract with Rocky Mountain Transit Management (McDonald Transit Associates Inc.) is a continuation/piggyback of the five year contract (2014 = 2nd year) between Rocky Mountain National Park with Rocky Mountain Transit Management (McDonald Transit Associates Inc.).
Proposal:

The Rocky Mountain Transit Management (McDonald Transit Associates Inc.) contract proposal is attached.

Advantages:

- Offering continued shuttle service (ninth season) for guests and residents of Estes Park and the surrounding community.
- Reduction in the amount of private vehicles on local roads and emissions.

Disadvantages:

- Reduced access to local business and services for guests, residents, and summer workers.
- Greater number of private vehicles utilizing area roads and emissions.

Action Recommended:

Acceptance of the agreement with McDonald Transit Associates Inc. to provide shuttle services for the Town of Estes Park, as specified in the agreement.

Budget:

The 2014 Estes Park FREE Shuttles budget is attached, showing the RMTM contract as a part of the whole budget.

Transportation Fees #222-5600-456-22-60
RMTM Charters #222-5600-456-22-98

Level of Public Interest:

- The Estes Park Free Shuttles served 89,637 riders in 2013 with approximately 30% being local residents and summer workers.
- 2013 ridership was 52.3% higher than 2012.
- The Shuttle Committee accepts regular requests for shuttle stops from area businesses and potential riders.
- Through the 2013 shuttle season, we have served 344,987 riders.

Staff Recommendation:

Staff recommends approval of the agreement.
Sample Motion:

I move for approval/denial of the agreement with McDonald Transit Associates Inc., to provide shuttle services for the Town of Estes Park, as specified in the agreement.

Attachments:

- Agreement with McDonald Transit Associates Inc.
- 2014 Town of Estes Park Transportation Budget

Note:

Not applicable.
AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of __________, 2014 by and between the Town of Estes Park (hereinafter referred to as the “TOWN”), and McDonald Transit Associates, Inc., located at 3800 Sandshell Drive, Suite 185, Fort Worth, Texas 76137 (hereinafter referred to as the “CONTRACTOR”).

WITNESSETH

WHEREAS, the TOWN desires the services of the CONTRACTOR to manage and operate a fixed route transportation service; and

WHEREAS, the CONTRACTOR has the requisite personnel and experience, and is capable of managing and operating said service.

NOW, THEREFORE, it is mutually understood and agreed by the TOWN and the CONTRACTOR as follows:

ARTICLE 1. Complete Agreement

A. This Agreement, including all exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the term(s) and condition(s) of the agreement between the TOWN and the CONTRACTOR and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other term(s) or condition(s).

B. The TOWN’S failure to insist in any one or more instances upon the CONTRACTOR’S performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of the TOWN’S right to such performance or to future performance of such term(s) or conditions(s) and the CONTRACTOR’S obligation in respect thereto shall continue in full force and effect.
ARTICLE 2. TOWN DESIGNEE

The Town Administrator or his/her designee shall have the authority to act for and exercise any of the rights of the TOWN as set forth in this Agreement.

ARTICLE 3. STATEMENT OF WORK

A. The CONTRACTOR shall perform the work necessary to complete in a manner satisfactory to the TOWN the services set forth in Exhibit A attached to and by this reference incorporated in and made a part of this Agreement. All services shall be provided at the times and places designated by the TOWN.

B. The CONTRACTOR shall provide all operators, mechanics, and supervisors to perform the above-specified services. All key personnel under this agreement will be subject to the advice and consent process currently in place with the Town of Estes Park.

ARTICLE 4. TERM OF AGREEMENT

A. This Agreement shall commence upon execution by both parties, and shall continue in full force and effect until December 31, 2014 (“Initial Term”), unless earlier terminated or extended as provided in this Agreement.

B. This Agreement will continue annually through December 31, 2018 unless the Town, in its sole discretion, terminates this Agreement by written notice to the Contractor on or before December 31 of any calendar year. Prior to March 31 of each calendar year, the Parties agree to negotiate to the routes, dates, costs, number of vehicles, fuel costs, and other items as more fully set forth on Exhibit A, which will be effective for that year’s services.

C. The TOWN’s election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for the TOWN’s convenience or CONTRACTOR’s default as provided elsewhere in this Agreement.
D. If the service is to be provided for less than an entire month, the CONTRACTOR will invoice the TOWN for revenue hours for the month(s).

E. The Town’s obligation to pay the Contractor for the services in any fiscal year shall be subject to and contingent on the appropriation by the Town, in its annual budget process, of sufficient funds to meet its obligations pursuant to this Agreement. No provision of this Agreement shall be construed or interpreted as creating a multiple fiscal year direct or indirect debt or other financial obligation of the Town within the meaning of any Constitutional or Statutory debt limitation. This Agreement shall not directly or indirectly obligate the Town to appropriate funds beyond the Town’s then current fiscal year.

ARTICLE 5. PAYMENT

A. For the CONTRACTOR’s full and complete performance during the billing period of the Services under this Agreement, the TOWN agrees to pay CONTRACTOR as set forth in Exhibit A.

ARTICLE 6. NOTICES

All notices hereunder and communication regarding the interpretations of the terms of this Agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing said notices in the United States mail, registered or certified mail, return requested, postage prepaid and addressed as follows:

TO THE CONTRACTOR:                      TO THE TOWN:
McDonald Transit Associates, Inc.         Town of Estes Park
3800 Sandshell Drive, Suite 185          P O Box 1200
Fort Worth, Texas 76137                  Estes Park, CO 80517

Attn: Robert Babbitt, President           Attn: Town Administrator
Phone: (817) 232-9551                     Phone: (970) 577-3707
Fax: (817) 232-9560                       Fax: (970) 586-2816
ARTICLE 7. INDEPENDENT CONTRACTOR

The CONTRACTOR’s relationship to the TOWN in the performance of this Agreement is that of an independent contractor. The CONTRACTOR’s personnel performing services under this Agreement shall at all times be under the CONTRACTOR’s exclusive direction and control and shall be employees of the CONTRACTOR and not employees of the TOWN. The CONTRACTOR shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers’ compensation and similar matters.

ARTICLE 8. INSURANCE

A. The CONTRACTOR shall procure and maintain insurance coverage during the entire term of the Agreement. Coverage shall be full coverage and not subject to self –insurance provisions. The CONTRACTOR shall provide the following insurance coverage:

1. Commercial General Liability, to include Premises/Operations, Contractual Operations, independent Contractors, and Personal Injury Liability with at least $5,000,000 of coverage;

2. Automobile Liability Insurance with the following limits:
   A. Combined Single Limit of $5,000,000
   B. Uninsured/Underinsured Bodily Injury with limits of $25,000 per person;
      and
   C. Uninsured/Underinsured Bodily Injury with limits of $50,000 per accident;

3. Workers’ Compensation with limits as required by the State of Colorado

4. Employer’s Liability with limits of $1,000,000

B. Proof of such coverage, in the form of an insurance company issued policy endorsement and a broker-issued insurance certificate, must be received by the TOWN within ten (10) calendar days from the date of execution of the Agreement with THE TOWN, its officers, directors, employees, agents, and self-insurance pool (CIRSA) designated as additional insureds. Furthermore, the TOWN reserves the right to request certified copies of all related insurance policies.
C. The CONTRACTOR shall furnish to the TOWN a broker-issued certificate of insurance showing the required coverage for the CONTRACTOR and further providing that:

1. The coverage shall be primary and noncontributory as to any other insurance with respect to performance hereunder; and
2. Thirty (30) days prior written notice of cancellation or material change in insurance coverage to be given to the TOWN.

D. Governmental Immunity Act. The parties agree and understand that the TOWN is relying on and does not waive, by any provision of this Agreement, the monetary limitations or terms (presently Three Hundred Fifty Thousand and 00/100 Dollars ($350,000) per person and Nine Hundred Ninety Thousand and 00/100 ($990,000) per occurrence) or any other rights, immunities, and protection provided by the Colorado Governmental Immunity Act, Section 24-10-101, C.R.S., as from time to time amended, or otherwise available to the TOWN or any of its officers, agents, volunteers or employees.

ARTICLE 9. CHANGES

By written notice or order, the TOWN may, from time to time, order work suspension or make changes in the general scope of this Agreement, including, not limited to, the services furnished to the TOWN by the CONTRACTOR as described in Exhibit A. If any such work suspension or change causes an increase or decrease in the price of the Agreement or in the time required for its performance, the CONTRACTOR shall promptly notify the TOWN thereof and assert its claim for adjustment within ten (10) days after the change or work suspension is ordered, and an equitable adjustment shall be negotiated. However, nothing in this clause shall excuse the CONTRACTOR from proceeding immediately with the agreement as changed.

ARTICLE 10. NOTICE OF LABOR DISPUTE

Whenever the CONTRACTOR has knowledge that any actual or potential dispute may delay performance of the Agreement, the CONTRACTOR shall immediately notify and submit all relevant information to the TOWN and assist the TOWN in developing a plan to continue service.
ARTICLE 11. TERMINATION

A. The TOWN may terminate this Agreement for its convenience any time, in whole or part, by giving the CONTRACTOR written notice thereof. Upon termination, the TOWN shall pay the CONTRACTOR its pro rata portion of its fee for services incurred to the date of termination.

B. The TOWN may terminate Agreement for the CONTRACTOR’s default if a federal or state proceeding for the relief of debtors is undertaken by or against the CONTRACTOR, or if the CONTRACTOR makes an assignment for the benefit of creditors, or if CONTRACTOR breaches any term(s) or violates any provision(s) of this Agreement and does not cure such breach or violation within ten (10) calendar days after written notice thereof by the TOWN. The CONTRACTOR shall be liable for any and all reasonable costs incurred by the TOWN as a result of such default including, but not limited to, reprocurement costs of the same or similar services defaulted by CONTRACTOR under this Agreement.

ARTICLE 12. INDEMNIFICATION

The CONTRACTOR shall indemnify, defend and hold harmless the TOWN, its officers, directors, employees, agents and self-insurance pool (CIRSA) from all losses, damages, claims for personal injury or damages to real or personal property to the extent caused by the CONTRACTOR’s negligence. The CONTRACTOR agrees to indemnify the TOWN against expenses, including reasonable attorney’s fees, and liability arising from any such claim or infringement provided the CONTRACTOR has the right to control the defense or settlement of any such claim in accordance with the following:

(i) The CONTRACTOR, at its own cost and expense, shall indemnify, defend and hold harmless the TOWN from and against any and all claims, demands, actions, suits, damages, liabilities, losses and expenses (including reasonable attorney’s fees and disbursements) for personal injury or property damage asserted by third parties to the extent caused by the negligence or willful misconduct of the CONTRACTOR in connection with the CONTRACTOR’s performance, or failure to perform this Agreement hereunder (“Third Party Claims”).
(ii) The TOWN shall promptly give written notice to the CONTRACTOR after obtaining knowledge of any potential or actual Third Party Claim against the TOWN as to which recovery may be sought against the CONTRACTOR because of the indemnity set forth in clause (i) above.

(iii) The CONTRACTOR will have the right to defend the TOWN against any Third Party Claim with counsel mutually agreed upon by the CONTRACTOR and the TOWN. In addition:
   
a) The TOWN may retain separate co-counsel at its sole cost and expense to monitor the defense of the Third Party Claim provided however, that the CONTRACTOR shall have the right to control the defense of such Third Party Claim in the CONTRACTOR’s sole discretion.

b) The TOWN will not consent to the entry of any judgment or enter into any settlement with respect to such Third Party Claim without the prior written consent of CONTRACTOR;

c) The TOWN shall cooperate with all reasonable requests of CONTRACTOR in connection with the defense of such Third Party Claim.

(iv) To the extent reasonably possible, the TOWN shall use its good faith efforts to mitigate any losses which the CONTRACTOR is obligated to indemnify against pursuant to this indemnification paragraph.

ARTICLE 13. WARRANTY

The CONTRACTOR represents that it is fully experienced and properly qualified to perform the services required for this Agreement and that it is properly licensed, equipped, organized, and financed to perform the Services.

The CONTRACTOR warrants that all Services shall be in accordance with this Agreement and shall comply with the performance standards of Exhibit A. In the event of a breach of this warranty, the CONTRACTOR shall take the necessary actions to correct the breach and the consequences thereof, at the CONTRACTOR’s sole expense, in the most expeditious manner as permitted by existing circumstances. If the CONTRACTOR does not promptly take steps to correct the breach upon
notification by the TOWN, the TOWN, without waiving any other rights or remedies it may have at law or otherwise, may do so or cause others to do so and the CONTRACTOR shall promptly reimburse the TOWN for all expenses and cost incurred in connection therewith.

ARTICLE 14. ASSIGNMENTS AND SUBCONTRACTING

Neither this Agreement nor any interest herein nor claim hereunder may be assigned by the CONTRACTOR either voluntarily or by operation of law, nor may any part of this Agreement be subcontracted by the CONTRACTOR, without the prior written consent of THE TOWN. Consent by THE TOWN shall not be deemed to relieve the CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

ARTICLE 15. FEDERAL, STATE AND LOCAL LAWS

The CONTRACTOR warrants that in the performance of this Agreement, it shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder.

ARTICLE 16. OWNERSHIP OF REPORTS AND DOCUMENTS

The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the property of the TOWN. Copies may be made for the CONTRACTOR’s records but shall not be furnished to others without written authorization from THE TOWN.

Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by the TOWN.

ARTICLE 17. PATENT AND COPYRIGHT INFRINGEMENT

A. In lieu of any other warranty by the TOWN or the CONTRACTOR against patent or copyright infringement, statutory or otherwise, it is agreed that the CONTRACTOR shall defend at its expense any claim or suit against the TOWN on account of any allegation that any item furnished under
this Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and the CONTRACTOR shall pay all costs and damages finally awarded in any such suit or claim, provided that the CONTRACTOR is promptly notified in writing of the suit or claim and given the TOWN, information and assistance at the CONTRACTOR’s expense for the defense of same. However, the CONTRACTOR will indemnify the TOWN if the suit or claim results from: (1) the TOWN’s alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by the CONTRACTOR when such use in combination infringes upon an existing U.S. letters patent or copyright.

B. The CONTRACTOR shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof. The CONTRACTOR shall not be obligated to indemnify the TOWN under any settlement made without the CONTRACTOR’s consent or in the event the TOWN fails to cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at the CONTRACTOR’s expense. If the use or sale of said item is enjoined as a result of such suit or claim, CONTRACTOR, at no expense to THE TOWN, shall obtain for the TOWN the right to use and sell said item, or shall substitute an equivalent item acceptable to the TOWN and extend this patent and copyright indemnity thereto.

ARTICLE 18. FORCE MAJEURE

Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control including, but not limited to: any incidence of fire, flood, strike; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

ARTICLE 19. DEFAULT

In the event either Party shall fail to observe or perform any of the terms and provisions of this Agreement and such failure shall continue for a period of ten (10) days after receipt of written notice
from the non-defaulting party ("Default"), then the non-defaulting party may terminate this Agreement, provided however, that where such Default cannot reasonably be cured within such period, and the defaulting party has proceeded promptly to cure the same and is prosecuting such cure with diligence, the time for curing such Default shall be extended for an amount of time, not to exceed ten (10) days, as may be necessary under the circumstances to complete such cure.

ARTICLE 20. COSTS

Except as otherwise expressly provided above, each Party shall bear all of its own attorney's fees and other expenses related to this Agreement.

ARTICLE 21. BINDING EFFECT

This Agreement shall be binding upon, and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

ARTICLE 22. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado with venue in the District Court, Larimer County, Colorado.

ARTICLE 23. SEVERABILITY

In the event any term, covenant or condition of this Agreement, or the application of such term covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction, all other terms, covenants and conditions of this Agreement shall not be affected thereby, but shall remain in force and effect unless a court holds that the invalid term, covenant or condition is not separable from all other terms, covenants and conditions of this Agreement.

ARTICLE 24. WAIVER

No delay or omission by either Party to exercise any right or power occurring upon non-compliance or failure of performance by the other Party shall impair that right or power or be construed to be a waiver. A waiver by either Party of any of the covenants, conditions or Agreements to be performed by the other
ARTICLE 25. INTEGRATED AGREEMENT AND AMENDMENTS

This Agreement is an integration of the entire understanding of the parties with respect to the matters set forth herein. The parties shall only amend this Agreement in writing with the proper official signatures attached thereto.

Article 26. WORK BY ILLEGAL ALIENS PROHIBITED

A. CONTRACTOR hereby certifies that, as of the date of this Agreement, it does not knowingly employ or contract with an illegal alien and that CONTRACTOR has participated or attempted to participate in the basic pilot employment verification program as defined in C.R.S. § 8-17.5-101(1) (“Program”) in order to verify that it does not employ illegal aliens.

B. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform works under this Agreement 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 Agreement.

C. CONTRACTOR hereby certifies that it has verified or attempted to verify through participation in the Program that CONTRACTOR does not employ any illegal aliens and, if CONTRACTOR is not accepted into the Program prior to entering into this Agreement, that CONTRACTOR shall apply to participate in the Program every three (3) months until CONTRACTOR is accepted or this Agreement has been completed, whichever is earlier.

D. CONTRACTOR is prohibited from using Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

E. If CONTRACTOR obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, CONTRACTOR shall be required to:
i. notify the subcontractor and the TOWN within three (3) days that CONTRACTOR has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

ii. terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

F. CONTRACTOR shall comply with any reasonable request by the Colorado Department of Labor and Employment (“Department”) made in the course of an investigation that the Department is undertaking pursuant to the authority established in Article 17.5 of Title 8 C.R.S.

G. If CONTRACTOR violates this paragraph, the TOWN may terminate this Agreement for breach of contract. If this Agreement is so terminated, CONTRACTOR shall be liable for actual and consequential damages to the TOWN.

This Agreement shall be effective upon execution by both parties.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

McDONALD TRANSIT ASSOCIATES, INC.

By____________________________________
Robert T. Babbitt, President

TOWN OF ESTES PARK

By____________________________________
Bill Pinkham, Mayor

ATTEST:

_____________________________________
Town Clerk
Exhibit A

Town of Estes Park

2014 Proposal
June 21 thru September 7
79 days

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<th>Color</th>
<th>Hours</th>
<th>Rate (per hour)</th>
<th>Total (per vehicle)</th>
</tr>
</thead>
<tbody>
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<td>$55.33</td>
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<tr>
<td>TROLLY</td>
<td>9:00 am - 10:00 pm</td>
<td>13 hours per day</td>
<td>$55.33</td>
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</table>

**TOTAL:** 5214 hours | $288,490.62

Blue - wheelchair accessible cutaway @ $1750 per month (20 pass. ADA Compliant) all gasoline powered shuttles.
Silver - Lease Costs: 1 wheelchair accessible cutaway @ $3165 per month (15 pass. ADA Compliant)
Red - Lease Costs: 1 cutaway @ $3085 each per month (15 pass. Non ADA)
Brown - Lease Costs: 1 cutaway @ $3485 each per month (25 pass. Non ADA)

**ADDITIONAL APPROXIMATE COSTS:**
- Lettering Vehicles: $250 per vehicle
- ConnexionZ install: $500 per vehicle
- Motor vehicle fee: $945 for 3 vehicles
- 10 days additional cost pickup and return vehicles: $100 per day per vehicle (IF NEEDED)
- Additional mileage over 6,000 per vehicle is .50 cents per mile.
- Town of Estes Park is responsible for any fuel costs over $2.50 per gallon (2013 cost $9300)

**ADDITIONAL:**
- Lettering: $750.00
- ConnexionZ install & uninstall: $1,500.00
- Motor Vehicle fees: $945.00
- Fuel Surcharge: $9,300.00
- Charters: $5,355.00 The Charter service hourly rate is $55.33
- Maps & Signs

**$17,850.00**
| Lease Costs: 1 cutaway @ $3085 each per month (ADA Compliant) | $9,255.00  
| Lease Costs: 1 cutaway @ $3485 each per month | $10,455.00  
| Lease Costs: 1 cutaway @ $3165 each per month (ADA Compliant) | $9,495.00  
| Lease Costs: 1 cutaway @ $1750 each per month | $5,250.00  

**TOTAL**  
$34,455.00

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<th>Daily cost (81 days)</th>
<th>1 week</th>
<th>2 week cost</th>
<th>Monthly (31 days) cost</th>
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Above cost does not include any charter hours

**Total Cost w/Charters:**  
$340,795.62 ($55.33 per hour)

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<th>Daily cost (81 days)</th>
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<th>2 week cost</th>
<th>Monthly (31 days) cost</th>
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## Community Services Fund

Special Revenue Fund, 222-5600  
Transportation  
Town of Estes Park - 2014 Budget

### SCOPE OF SERVICES

* Seasonal shuttle service for 4 routes. Special charters as needed. Moved from 101-5600 in 2013.

<table>
<thead>
<tr>
<th>Personnel Services</th>
<th>2012</th>
<th>Original Budget</th>
<th>2013</th>
<th>Revised Budget</th>
<th>2014</th>
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<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$414,209</td>
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### Revenues

| CHARGES FOR SERVICES        | 0    | 0              | 0    | 0              | 0    | 0      |
| MISCELLANEOUS CHARGES       | 0    | 0              | 0    | 0              | 0    | 0      |
| RENT                        | 0    | 0              | 0    | 0              | 0    | 0      |
| MISCELLANEOUS REVENUE       | 0    | 0              | 0    | 0              | 0    | 0      |

**Personnel**  
Shuttle Coordinator from 2600 from 2600 from 2600 1.00

### Operations & Maintenance Details

| Insurance Premiums          | 0    | 0              | 0    | 0              | 0    | 600    |
| Prof. services/fees         | 0    | 0              | 0    | 0              | 0    | 336,179 |
| Publishing                 | 0    | 0              | 0    | 0              | 0    | 0      |
| Rentals                     | 0    | 0              | 0    | 0              | 0    | 0      |
| Repair and Maintenance      | 0    | 0              | 0    | 0              | 0    | 4,500  |
| Materials and supplies      | 0    | 0              | 0    | 0              | 0    | 1,960  |
| Job Performance Expenses    | 0    | 0              | 0    | 0              | 0    | 0      |
| Utility Expenditures        | 0    | 0              | 0    | 0              | 0    | 0      |
| Other Current Expenses      | 0    | 0              | 0    | 0              | 0    | 0      |
| Capital - Buildings         | 0    | 0              | 0    | 0              | 0    | 0      |
| Capital - Equipment         | 0    | 0              | 0    | 0              | 0    | 343,239 |
Memo

To: Honorable Mayor Pinkham
   Board of Trustees
   Town Administrator Lancaster

From: Gregory A. White, Town Attorney

Date: May 5, 2014

RE: Fiber Use License Agreement – Level 3 Communications, LLC

Objective:
Review and approve, if applicable, the Fiber Use License Agreement between the Town of Estes Park and Level 3 Communications, LLC (“Level 3”).

Present Situation:
Effective September of 2005, the Town and ICG Telecom Group, Inc. (“ICG”) entered into an agreement leasing six (6) of the Town’s fiber optic fibers (the “Licensed Fibers”) to ICG. Level 3 acquired ICG. Since that acquisition, Level 3 has used the Licensed Fibers. Pursuant to its terms, the ICG Agreement terminated on September 5, 2010. However, Level 3 has continued to use the Licensed Fibers without an agreement with the Town. For the past two years, Town Staff has been negotiating with Level 3 to reach an agreement on the use of the Town’s fibers which will provide a monthly payment to the Town and settlement for the use of the Town’s fibers since the termination of the ICG Agreement in September of 2010.

The Colorado Statutes place limitations on the Town’s ability to license its fiber to third parties. The Town may only license the unused excess capacity of its fiber. The unused fiber must be made available to all third parties who wish to license the fiber on the same terms and conditions as any third party.

The Agreement contains the following terms:

1. The term is for a five (5) year period with an additional five (5) year option at the discretion of Level 3.

2. The monthly payment for Licensed Fibers is in the amount of $1,665.00, which is the same monthly amount the Town is currently charging CenturyLink for use of other Town fibers.

3. A lump sum payment in the amount of $35,000 for the period from September, 2010 to May, 2014. Please note that the original ICG Agreement had no monthly payment and only required a payment to the Town of a percentage of income received by ICG/Level 3, which income was never achieved during the term of the original agreement.
Advantages:
- Puts in to place a written Agreement for the lease of fiber from the Town by Level 3 including a monthly payment and settlement of any outstanding issues from September of 2010.
- Provides fiber optic communication through Level 3 to customers of Level 3 in the Estes Valley.

Disadvantages: None.

Action Recommended: Approve the Fiber Use License Agreement with Level 3.

Budget: The $35,000 lump sum payment and the monthly income will provide revenue to the Town.

Sample Motion: I move to approve/not approve the Fiber Use License Agreement with Level 3 Communications.
FIBER USE LICENSE AGREEMENT

This Fiber Use License Agreement ("Agreement") is made and entered into by and between the Town of Estes Park, a political subdivision of the State of Colorado ("The Town") and Level 3 Communications, LLC, a Delaware limited liability company (a successor in interest to ICG Communications, Inc.) ("Level 3").

RECITALS

The Town has the right to use, including licensing of use to third parties, 24-strands of fiber-optic cable ("the Town's Facilities"). The Town's Facilities are included with other fiber-optic cable strands along the overhead support structures that are located along a 26-mile system from the Valley substation in Loveland to the Estes Substation in Estes Park. The operation, maintenance of and access to the Town's Facilities are controlled and regulated by the Western Area Power Authority ("WAPA").

Effective September 12, 2005, the Town and ICG Telecom Group, Inc. ("ICG") entered into an agreement leasing six (6) of the fibers (the "Licensed Fibers") in the Town's Facilities to ICG. Level 3 has acquired ICG. Since that acquisition, Level 3 has used the Licensed Fibers. Pursuant to its terms, the ICG Agreement terminated on September 5, 2010.

Since the termination of the ICG Agreement on September 5, 2010, through the effective date of this Agreement, Level 3 has continued to use the Licensed Fibers.

The Town desires to continue to lease to Level 3 the Licensed Fibers.

The Town has excess capacity in the Town's Facilities which is insubstantial in relation to the capacity available to the Town for its own purposes.

The Town and Level 3 believe that the interests of the public and the Parties will be well served by using some of the Town's excess fiber-optic capacity in accordance with the terms and conditions contained herein.

AGREEMENTS

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

Section 1. Incorporation of Recitals

The above referenced recitals are incorporated in this Agreement as if fully set forth herein.

Section 2. Grant of License

(a) The Town hereby grants to Level 3 an exclusive license to use four (4) fibers of the Licensed Fibers in the Town's Facilities. In addition, the Town grants to Level 3 (i) dedicated
access to two (2) fibers in the Town's Facilities for use as Maintenance Spares. The Town retains the right to use and license other fibers along the Town's Facilities to other parties. No use of the Town’s Facilities, or payment of any compensation required under this Agreement shall create or vest in Level 3 any easements or other ownership of property rights of any nature, in the Town's Facilities, or in any other property of the Town.

(b) A detailed specification of the Licensed Fibers is contained in Exhibit "A", attached hereto and incorporated herein by reference.

(c) If requested by Level 3, the Town will arrange for acceptance tests to ensure that the Licensed Fibers meet the Technical specifications described in Exhibit A, and will provide Level 3 with written results of such tests. Level 3 will review the test results and provide notice of acceptance of the Licensed Fibers if the fibers meet the technical specifications described in Exhibit A.

**Section 3. Access to the Town’s Facilities**

(a) Level 3 understands and agrees that access to the Town's Facilities, whether for initial installation for access points, splice points and/or maintenance of Level 3's Facilities, is subject to prior approval and acceptance, such approval and acceptance shall not be unreasonably withheld. It shall be the responsibility of Level 3 to contact the Town for all access to the Town's Facilities whether it is for the installation of Level 3's access or splice points and/or maintenance of Level 3's Facilities. The Town will create new splice points for Level 3 so long as the additional splice points that are requested are reasonable in nature.

(b) Changes in access points cannot alter the specifications included in Exhibit "A."

(c) Level 3 will be responsible for all cost of material and installation of access points or splice points. At such time installation is complete at access/splice points, Level 3 shall give sole ownership of such location, including but not limited to handhole and splice enclosure to the Town. Level 3 shall retain ownership of designated splice trays which contains Licensed Fibers. The Town will not permit other companies to access Level 3's splice tray without Level 3's prior written consent.

(d) Level 3 shall supervise its contractor ("Level 3's Contractor") in performing work regarding Level 3's connection to the Licensed Fibers. Level 3's Contractor shall strictly follow industry specifications and methods in the performance of any work on the Town's Facilities. All costs of Level 3's connection to any of the Licensed Fibers including splicing, placing of manholes/handholes, etc., shall be paid by Level 3. The Town shall have right to review work done for connection to the Licensed Fibers. If defects or damage is found due to Level 3 and/or Level 3's Contractor, Level 3 shall be liable for all costs to correct damage or unsuitable work.

**Section 4: Term**

2
(a) The term of this Agreement and the Licenses granted herein shall be five (5) years from the effective date of this Agreement. At the end of the initial term of the Agreement, Level 3 shall have the right to renew this Agreement for an additional five (5) years. Level 3 shall notify the Town in writing of its intent to renew the Agreement at least six (6) months prior to the expiration of the initial five (5) year term ("the "Renewal Deadline");

(b) Immediately upon termination of this Agreement by the expiration of the term hereof or otherwise, Level 3 shall peaceably quit and surrender the Licensed Fibers to the Town in their original condition, reasonable wear and tear excepted.

Section 5: Compensation

(a) Level 3 shall pay upon commencement of this Agreement and monthly thereafter, a Monthly License Fee of One Thousand Six Hundred Sixty Five Dollars ($1,665.00) on or before the 10th day of each calendar month beginning on or before May 10th, 2014, for as long as the Agreement shall remain in effect. Checks shall be made payable to the “Town of Estes Park”, and all payments, unless otherwise designated by the Town, shall be mailed or delivered to the following address:

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

In the event Level 3 exercises its option to renew for a second five (5) year term, the Monthly License Fee shall automatically increase by three percent (3%).

(b) Due to the fact that the Town received no revenues for use of its Licensed Fiber by Level 3 from their termination of the ICG License Agreement through the date of this Agreement, Level 3 shall pay the Town the sum of $35,000 within ten (10) days of the effective date of this Agreement in compromise and settlement of all claims for the use of the Town’s Facilities during the period between September 5, 2010, and the effective date of this Agreement.

Section 6. Access to Install Jumpers or Splices.

The Town will provide, at no cost to Level 3, access to install cross-connect jumpers or splice fibers at mutually agreed locations. Jumpers or splicing will be allowed only on the Licensed Fibers. Level 3 will be responsible for all costs of jumpers or splicing at these locations.

Section 7. Taxes, Licenses, Liens

(a) During the term hereof, Level 3 shall pay, when due, all taxes, including premise or property taxes, sales and use taxes, or any other fees in lieu of taxes assessed pursuant to the use of the Licensed Fibers by Level 3, which are directly assessed on Level 3’s activities
involving the Licensed Fibers, as well as Level 3's use of the Licensed Fibers. Sales tax and any other taxes shall not be charged in any instances where Level 3 provides a valid tax exemption certificate. Level 3 shall keep the Town's Facilities and the Licensed Fibers free from all liens, including but not limited to, mechanics liens and encumbrances resulting from the activities of Level 3 or its contractors.

(b) Should any such tax or taxes be levied and/or assessed against the Town, the Town shall notify Level 3 accordingly as soon as is reasonably practical. The Town shall also provide Level 3 with copies of any and all notices, bills, and other pertinent documentation received by the Town. Level 3 shall, within forty-five (45) days of receipt of such written notification(s), pay all such amount.

Section 8. Installed Racks and Equipment

(a) Level 3 shall continue to have the option to install racks and equipment, at its sole expense, within the facilities owned by the Town. The Town will provide Level 3 with sufficient power and space for Level 3 telecommunications equipment. The type and location of such racks and equipment for such, and any other terms specific to such installations are set forth on Exhibit B attached hereto and incorporated herein by reference.

(b) Said racks, as well as any and all electronic equipment installed therein, shall be and remain the sole and exclusive property of Level 3, and the Town shall neither make any claim on or claim any property interest in such equipment so long as Level 3 is not in default of this Agreement, nor shall the Town permit any lien or other encumbrance, to attach to Level 3’s equipment by Level 3 or any third party as a result of the Town's actions.

(c) Absent emergency situations, Level 3 shall be able to access said racks and equipment during the term of the Agreement upon reasonable prior notice to the Town and shall be solely responsible for their operation, maintenance and repair.

(d) Upon termination of this License by the expiration of the term hereof or otherwise, Level 3 shall, within thirty (30) days or within the time required to give proper notification to dial tone customers (per state PUC requirements), whichever is longer, remove said racks as well as any and all electronic equipment installed thereon and shall leave the area in its original condition, reasonable wear and tear excepted.

Section 9: Maintenance

(a) Maintenance of the Town’s Facilities are the responsibility of the Western Area Power Administration (WAPA) pursuant to the terms and conditions of a Contract dated July 30, 2004, between Platte River Power Authority (PRPA), the Northern Colorado Water Conservancy District, and the United State Department of Energy, Western Area Power Administration. PRPA conveyed two-thirds of its ownership share of the facilities to the Town. The Town shall use reasonable efforts to have WAPA perform its major and routine operation and maintenance obligations pursuant to the Contract at no charge to Level 3.
(b) Level 3 agrees to pay all costs (time and material) of repair of the Town's Facilities if the required repair is caused by Level 3's improper connection to the Licensed Fibers.

(c) The Town agrees to use reasonable efforts to require WAPA to perform its maintenance responsibilities, if required. Subject to Force Majeure (Section 24), the Town or Level 3 will immediately notify WAPA to respond to outage emergencies in connection with the Licensed Fibers.

(d) Period(s) of interruption(s) shall be measured from the time the Town actually receives notice, to the time the service is reported restored. Scheduled outages, for maintenance purposes, shall not be counted as interruptions as long as the schedule outage is restored within the scheduled maintenance window. Scheduled outages shall be those outages of which Level 3 has at least fourteen (14) days advance notice.

(e) Except in emergency situations, if WAPA needs to repair or replace any of the Licensed Fibers to comply with the specifications stipulated in Exhibit "A," the Town shall, following receipt of notice from WAPA, notify Level 3 in writing, a reasonable time before that the work will take place if Level 3's use of the Licensed Fibers will be interrupted and state the estimated duration of the interruption. In the event of such a repair or replacement, the interruption will not be counted as one of the aforementioned interruptions. To the extent possible, WAPA and Level 3 will coordinate the times maintenance will be performed so as not to interfere with Level 3's business; however, WAPA retains the right to perform maintenance on Licensed Fibers upon proper notification to Level 3, even if such coordination is not possible. To the extent possible, the Town will inform WAPA to coordinate with Level 3, the times and maintenance to be performed so not to interfere with Level 3 business hours. However, the Town does not guarantee or warrant WAPA's maintenance on the Licensed Fibers will be coordinated with Level 3.

(f) Level 3, at its sole expense, shall make and maintain its Access Points unless an access point has become property of the Town. Level 3 shall be responsible at its sole expense for any items at the Access Point which do not become property of the Town. Access by Level 3 to the Licensed Fibers for purposes of repair, maintenance, or replacement of the connections shall be in accordance with procedures approved by the Town.

In the event WAPA's electrical and telecommunication service capacity and Level 3's telecommunications capacity are interrupted, restoration of Level 3's capacity shall be at all times subordinate to restoration of WAPA's electrical and telecommunication capacity, unless otherwise agreed in advance in writing by both Level 3 and WAPA.

Section 10: Relocation

(a) The Town shall make no changes in the location of the Licensed Fibers without ninety (90) days written notification to Level 3.

(b) If for any reason, the Town is required by any third party, including, but not limited to a government entity, or in conjunction with the electric system needs of WAPA, to relocate any of
the facilities used or required in providing the Licensed Fibers, the Town shall give Level 3 at least ninety (90) days, or as much time as the Town reasonably can, prior written notice of any such relocation. If such relocation prevents Level 3 from using Licensed Fibers, Level 3 shall be entitled to terminate this Agreement, without penalty, by giving at least thirty (30) days prior written notice to the Town. If such notice does not terminate this Agreement, the Town shall relocate the Licensed Fibers at no cost to Level 3. If the Town desires, for any other reason, to relocate any of the facilities used or required in providing the License Fibers, such relocation shall be undertaken at no cost to Level 3.

(c) During relocation scheduled outages may occur. The Town shall give Level 3 at least sixty (60) days, or as much time as the Town reasonably can, prior written notice of any such outages.

(d) Level 3 shall make no changes in the location or configuration of the Access Points to the Licensed Fibers without the prior written consent and approval of the Town and such consent shall not be unreasonably withheld. Changes in Access Points cannot alter the Specifications included in Exhibit A.

Section 11: Representations and Warranties

(a) The Town represents that, to its knowledge, after due inquiry, it has the right and authority to enter into this Agreement and grant the rights and Licenses contained herein.

(b) Level 3 represents that, to its knowledge, after due inquiry, it has or will obtain prior to execution all licenses, Permits and rights authorizing it to enter into this Agreement.

(c) Level 3 is a public utility company certified by the Colorado Public Utility Commission to provide telecommunications services throughout its system in the State of Colorado.

Section 12: Assignment and Transfer

Neither party shall be allowed to assign, transfer or sublet the privileges described in this Agreement without the prior written consent of other party. Notwithstanding the above, either Party may assign this Agreement, in whole or in part, to an affiliate, subsidiary or parent company in conjunction with a sale of all or substantially all of its assets, or a merger or other acquisition or consolidation involving said Party.

Section 13: Indemnification and Limitation of Liability

(a) To the extent legally allowed, each Party shall indemnify, protect, defend (with counsel reasonably acceptable to the other Party) and hold harmless the other Party, its board members, directors, officers, employees, partners, principals, contractors, agents and representatives, from and against any and all administrative and judicial proceedings and orders, charges, claims, costs, damages, demands, expenses, fines, judgments, liabilities, losses, penalties, and remedial actions of any kind, including the costs of any Hazardous Materials remedial actions of any kind and all other related costs and expenses incurred in connection therewith, including,
but not limited to, reasonable attorney's fees and the costs of defense arising, directly or indirectly, in whole or in part, out of such Party's activities or such Party's property described in this Agreement. Neither Party shall be responsible for any damages, losses, or liability of any kind occurring by reason of anything done or omitted to be done by any third party who is not an agent or representative of a Party.

(b) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS CONTAINED IN SECTION 13.A ABOVE, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS (OTHER THAN FOR AMOUNTS DUE UNDER THIS AGREEMENT), ANTICIPATED REVENUE, INFORMATION, DATA, THE INTERRUPTION OF BUSINESS, AND ANY LEGAL, ENGINEERING, CONSULTING OR OTHER PROFESSIONAL FEES OR EXPENSES, REGARDLESS OF WHETHER SUCH PARTY KNEW OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES.

Section 14: Insurance

(a) Level 3 agrees to execute and deliver to the Town, prior to the execution of this Agreement, a commercial general liability insurance policy written on an occurrence basis with an each occurrence limit of $1,000,000 including public liability, pollution liability, contractual liability, premises liability and property damage, acceptable to and approved by the Town, covering bodily injury and property damage, premises, and operations described hereunder and along with products therein.

(b) The Town shall be listed as an additional insured in any required liability insurance policy. Such policies shall state that this coverage is to function as the "primary" insurance coverage for the Town and non-contributing with any insurance maintained by the Town.

(c) Certified copies of the above policy, or a valid certificate of insurance on a standard ACCORD form evidencing the existence thereof, or a binder shall be delivered to the Town upon the execution of this Agreement. In the event a binder is delivered, it shall be replaced within ten (10) days by a certificate of insurance.

(d) A renewal certificate shall be delivered to the Town as soon as commercially practical after a policy's expiration date except for any policy expiring on or after the expiration date of this Agreement.

(e) Level 3 further shall at all times maintain statutory Workers Compensation Insurance and Employer's Liability with a limit of not less than $1,000,000 which includes voluntary compensation and broad form All States coverage endorsements insuring the payment of compensation to all employees engaged in the operation of the facility. Level 3 shall cause its workers compensation insurer to waive its right of subrogation with respect to the Town and its insurer.
(f) Failure to maintain or provide proof of insurance shall constitute an immediate breach of this Agreement and shall not be construed as a waiver of Level 3’s obligation to provide the required insurance coverage. The coverage and limits of insurance required in this Agreement will not be construed as a limitation of any liability to the Town. All insurance policy deductibles, self-insured retentions and retrospective premiums will be the sole responsibility of Level 3.

(g) At all times during the term of this Agreement, Level 3 shall maintain and shall require its contractor and subcontractors, which do any work in connection with this Agreement, to maintain insurance coverage as described herein and will produce proof of insurance on demand by the Town.

(h) Level 3 agrees to execute and deliver to the Town, prior to the execution of this Agreement, a comprehensive business automobile liability coverage covering all owned, hired and non-owned vehicles utilized by Level 3 covering claims for bodily injury and property damage with a combined single limit of $1,000,000 each occurrence naming the Town as an additional insured. Level 3 shall cause its insurer for this coverage to waive its right of subrogation with respect to the Town and its insurer.

Section 15: Default

In the event either Party shall fail to observe or perform any of the terms and provisions of this Agreement and such failure shall continue for a period of thirty (30) days after receipt of written notice from the non-defaulting party ("Default"), then the non-defaulting party may terminate this Agreement, provided however, that where such Default cannot reasonably be cured within such period, and the defaulting party has proceeded promptly to cure the same and is prosecuting such cure with diligence, the time for curing such Default shall be extended for an amount of time, not to exceed sixty (60) days, as may be necessary under the circumstances to complete such cure.

Section 16: Termination

(a) The Town may terminate this Agreement and may repossess the Licensed Fibers in the event that any payment or amount is not furnished the Town as set forth in Section 4 hereof, when due, upon giving fifteen (15) days written notice to Level 3 of the Town’s intention to terminate unless full and proper payment is made to the Town of all monies due on or before the expiration of the fifteen (15) day period indicated in the notice. In like manner, upon thirty (30) days written notice, the Town may terminate the Agreement in the event any of the other terms of this Agreement other than involving violation of any penal law, have been violated, unless Level 3 has fully rectified any such failure to conform to the conditions of the Agreement within such period.

(b) The Town may, in its sole discretion, terminate this Agreement, effective immediately, upon the giving of written notice of termination, in the event that Level 3 engages in, or permits, the violation of any material federal, state or city penal law or ordinance in the operation of said facility.
(c) Level 3 may terminate this Agreement and/or commence an action to protect its interests upon thirty (30) days written notice in the event any of the terms of this Agreement have been violated by the Town, unless the Town has fully rectified any such failure to conform to the conditions of the Agreement within such period.

(d) On the expiration of this Agreement or any earlier termination of Level 3's rights to use any or all of the Licensed Fibers under this Agreement, regardless of the reason for termination, Level 3 shall promptly: (1) remove all of its equipment and other property from the Town's premises; and (2) surrender the Licensed Fibers to the Town.

Section 17: Confidentiality

If either Party provides confidential information to the other in writing which is identified as such, the receiving Party shall, to the extent authorized by law, protect the confidential information from disclosure to third parties with the same degree of care afforded its own confidential and proprietary information. Neither Party shall, however, be required to hold confidential any information which becomes publicly available other than through the recipient, which is required to be disclosed by a governmental or judicial order, or by statute, is independently developed by the receiving Party or which becomes available to the receiving Party or which becomes available to the receiving party without known restrictions from a third party.

Section 18: Costs

Except as otherwise expressly provided above, each Party shall bear all of its own attorney's fees and other expenses related to this Agreement.

Section 19: Third Party Beneficiaries

None of the terms or conditions in this Agreement, shall give or allow any claim, benefit, or right of action by any other third person or entity not a party hereto.

Section 20: No Partnership

The Parties acknowledge and agree that this Agreement does not create a partnership between, or a joint venture of, the Town and Level 3.

Section 21: Binding Effect

This Agreement shall be binding upon, and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

Section 22: Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado with venue in the District Court, Larimer County, Colorado.
Section 23: **Severability**

In the event any term, covenant or condition of this Agreement, or the application of such term covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction, all other terms, covenants and conditions of this Agreement shall not be affected hereby, but shall remain in force and effect unless a court holds that the invalid term, covenant or condition is not separable from all other terms, covenants and conditions of this Agreement.

Section 24: **Force Majeure**

Neither Party shall be liable to the other for any failure of performance under this Agreement due to causes beyond its control, including, but not limited to: acts of God, fire, flood or other catastrophes, adverse weather conditions, material or facility shortages or unavailability not resulting from such Party's failure to timely place orders therefore, lack of transportation, the imposition of any governmental codes, ordinances, laws, rules, regulations or restrictions, national emergencies, insurrections, riots, wars, or strikes, lock-outs, work stoppages or other labor difficulties.

Section 25: **Waiver**

No delay or omission by either Party to exercise any right or power occurring upon non-compliance or failure of performance by the other Party shall impair that right or power or be construed to be a waiver. A waiver by either Party of any of the covenants, conditions or Agreements to be performed by the other Party shall not be construed to be a general waiver.

Section 26: **Headings**

The Section headings herein are for convenience and reference only, and shall in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

Section 27: **Notices**

Whenever written notice is required or permitted to be given under this Agreement by one party to the other, it shall be given effect by hand delivery, or by mailing the same by certified mail, return receipt requested, to the party to whom given. Notices shall be addressed as follows:

**Level 3:**
Level 3 Communications, LLC  
Attn: NIS Contract Manager  
1025 Eldorado Blvd.  
Broomfield, Colorado 80021

**Town:**
Town of Estes Park  
Attn: Town Administrator  
P.O. Box 1200  
Estes Park, Colorado 80517
Level 3 Communications, LLC
Attn: General Counsel
1025 Eldorado Blvd.
Broomfield, Colorado 80021

Either party hereto may at any time designate a different person or address for the purpose of receiving notice by so informing the other party in writing. Notice by certified mail shall be deemed given upon actual receipt thereof or three (3) days after being deposited in the United States Mail, whichever first occurs.

Section 28: **No Implied Representations**

No representations, Agreements, covenants, warranties, or certifications, express or implied, shall exist as between the parties, except as specifically set forth in this Agreement.

Section 29: **Integrated Agreement and Amendments**

This Agreement is an integration of the entire understanding of the parties with respect to the matters set forth herein. The parties shall only amend this Agreement in writing with the proper official signatures attached thereto.
Section 31: Effective Date

The effective date of this Agreement shall be the ___ day of ______________, 2014.

IN WITNESS WHEREOF, the parties have hereunto placed their hand and seals this ___ day of ______________, 2014.

LEVEL 3 COMMUNICATIONS, LLC

By: ________________________________

Name: STEVEN C. GORDON

Title: SR. DIRECTOR

TOWN OF ESTES PARK

By: ________________________________

Name: ______________________________

Title: ______________________________

ATTEST:

______________________________

Town Clerk
Exhibit A

Fiber Specifications

Span Requirements:

Span documentation will be performed using the two following methods: Optical Time Domain Reflectometer (OTDR) and insertion loss (stabilized light source and power meter) measurement in each direction at 1310 and 1550 run wavelengths.

(1) Maximum dB/km loss must not exceed 0.25 dB/km at 1550 nm and 0.35 at 1310 nm.

(2) Typical Span scenario 30.0 dB = 120 km x 0.25 dB/km.

(3) The splice loss will average .10 dB. Splices shall be measured using bi-directional methods to average absolute splice loss. In no case shall a fiber show a single event discontinuity greater than .5 dB. Discontinuities (known as steps, splices, or attenuation non-uniformities) shall be measured with an OTDR to determine the loss of the localized attenuation. For fusion splices, the loss or gain of each point discontinuity shall not exceed -.04 dB or +.08 dB.

(4) All fiber splices will be fiber-to-fiber fusion type.

(5) Cable and pigtails will be fusion spliced.

(6) Test data including OTDR hard copies and electronic data will be retained by the Town.

Key Optical Performance Characteristics For Single-Mode Optical Cables:

Attenuation Single-Mode Non-Shifted:

1) The attenuation must not exceed 0.25 dB/km when measured at a wavelength of 1.55 microns (1550 run) using the two point measurement.

2) The attenuation must not exceed 0.35 dB/km when measured at a wavelength of 1.30 microns (1310 nm) using the two point measurement.

Attenuation Versus Wavelength Single-Mode:

The attenuation for the wavelength region from 1525 nm to 1575 nm must not exceed the attenuation at 1550 run by more than 0.05 dB/km.

Chromatic Dispersion Non-Dispersion Shifted (ps/nm-km):
For conventional single-mode fibers, the zero dispersion wavelength must be 1301.5 to 1321.5
run. The maximum dispersion slope (SoMAX) must be no greater than 0.092 ps/ (km-nm2). The
nominal zero dispersion wavelength must be near 1310 nm zero dispersion range. The
dispersion between 1530 and 1570 nm must be less than or equal to 18ps/(nm-km).

**Cutoff Wavelength**

The cutoff wavelength of cabled fiber must be less than 1260 nm.

**Core Diameter:**

The core diameter must be typically 8.7 ± 1.3 um. Temperature:

Operating Temperature Range -40 C to +70 C (40 F to 158 F)

**Cable Installation Requirements**

**Construction:**

Cable will be constructed in accordance with sound commercial practices. The National
Electric Safety Code shall be followed in every case except where local regulations are more
stringent, in which case local regulations shall govern.
Memo

To: Honorable Mayor Pinkham
   Board of Trustees
   Town Administrator Lancaster

From: Steve McFarland, Finance Officer

Date: May 13th, 2014

RE: Resolution #11-14; 2014 Supplemental Budget Appropriation for Community Reinvestment Fund

Background:

Changes to Budgets often become necessary as unforeseen opportunities and challenges arise. Normally, multiple Fund budgets are amended together as part of the year-end Budget process, but on this occasion, it is necessary to supplementally appropriate the Community Reinvestment Fund (CRF) prior to year-end.

The purpose of this mid-year budget amendment is three-fold:

1. 2013 data is complete enough to forecast ending 2013 fund balance with reasonable confidence.

2. Projects in progress (with purchase orders) were rolled over in to the 2014 Budget. Portions of projects that had not advanced to the point of being contracted at the end of 2013 were returned to fund balance. These projects have continued and the monies that were originally appropriated in 2013 must now be re-appropriated in 2014. This appropriation wraps all expenditures expected in 2014 into one resolution/budget amendment.

3. One of the projects that had not advanced far enough along to be rolled over was (the construction portion of) the Parking Structure. The Town and State are at the point where IGAs must be approved that will allow the Town to accept the $228,500 CMAQ and $400,000 FASTER grants. These grants can/will be used for the construction portion of the Parking Structure, but part of the acceptance requirements is that the Town must demonstrate a budgeted amount for the Structure. Stating these items in the budget does not mean that we must proceed – it just allows for the possibility of proceeding seamlessly.

The attached spreadsheet reports the progression of the CRF from 2012 through May 2014. There are 6 columns of data. The columns (A, B, C, E) with yellow at the top are identical to the columns that are in the 2014 Budget (page 76). Column D is the end-of-year estimate for 2013 as of May 09 2014, and is therefore an update of Column C.
Column F is the column with the current 2014 estimates/data, and the total expenditure amount of $9,872,014 is what is being requested for adoption.

Comments:

B. (Original Budget 2013) Column B shows the original 2013 Budget for CRF (adopted Dec 2012).
C. (Revised Budget 2013) Column C shows the revised 2013 Budget for CRF (adopted Dec 13).
D. (YTD 2013) Column D reports final data for 2013, pending any audit adjustments. This is new (revised) data. Column D updates Column C.
E. (Budget 2014) Column E is the approved 2014 Budget column.
F. (Revised Budget 2014) Column F shows proposed mid-year changes to the CRF. When reviewing the changes, compare columns E and F. Changes include:

a. REVENUES:
   i. Grant income Several line items of Grant-related income remaining from 2013 are being carried forward to 2014. These total ($10,000 + $256,000 + $3,728,500) $3,994,500. These are not new monies – rather they monies budgeted but not received in 2013.
   ii. Sale of Assets Lot 4 was originally purchased through CRF and therefore with the sale, the proceeds also appear in CRF.

b. EXPENDITURES
   i. Elm Road The Town began budgeting for potential mitigation costs for Elm Road in 2013. Initially costs were estimated to be as much as $1,000,000, and the costs were to be budgeted out over 5-6 years, with the early years being $175,000/year. $175,000 was budgeted in 2013, but only $46,795 was spent. An additional $175,000 was budgeted in 2014, but the 2013 balance ($128,205) was not brought forward. The revised 2014 Budget carries the remaining 2013 amount forward, so that there will now be ($175,000 + $128,205) $303,205 available in 2014. Recent work with Stewart Environmental is narrowing cost estimates to the $300-400,000 range, which is a significant improvement from the original estimate of $1,000,000.
   ii. Parking Structure $228,103 of the $4,660,625 budget was spent in 2013. The remaining $4,432,522 needs to be carried forward into 2014 in order for the Town to be able to accept the above-mentioned grants. The project is currently in design phase.
iii. **MPEC/Stall Barns**  $3,418,127 of the MPEC/Stall Barn project was unspent in 2013, and needs to be carried forward into 2014. The project is going well and is currently under budget.

iv. **Transportation Hub Irrigation**  Originally budgeted at $150,000, the project was subsequently reduced to $135,000. $25,458 remains unspent, and the amount is needed to finish the project.

v. **Street improvement Program (STIP)**  In recent years, it has been practice to dedicate $435,000 in expenditures towards STIP. In 2013, $336,528 of the STIP balance was unspent, and is being brought forward into 2014, bringing the current year STIP allocation to ($435,000 + $336,528) $771,528.

The CRF fund balance is projected to be drawn down to $1,521,654 by the end of 2014, of which $200,000 is set aside for the proposed Museum Storage Facility.

The attached Resolution #11-14 requests a restated total expenditure amount of $9,872,014 for the CRF. These funds will come from a combination of fund balance (unappropriated surplus), sale of asset proceeds, and untapped grant monies.

**Advantages:**

The advantage to approving Resolution #11-14 is that budgeted projects may continue without interruption.

**Disadvantages:**

Staff sees no material disadvantages to approving Resolution #11-14. Procurement policies must still be followed (involving Board approval beyond certain expenditure levels), and budget approval does not necessarily guarantee that a project can or will come to fruition.

**Staff Recommendation:**

Staff recommends adopting Resolution #11-14 for supplemental appropriation for the 2014 Community Reinvestment Fund Budget.

**Sample Motion:**

I move to approve/deny Resolution #11-14, which adopts the supplemental appropriations for the 2014 Community Reinvestment Fund Budget.
RESOLUTION NO. #11-14


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

WHEREAS, revised appropriations from the following fund in the following amount is necessary:

1. $9,872,014 from the combination of 1) unappropriated surplus and 2) additional revenues of the Community Reinvestment Fund

WHEREAS, it is not only required by law, but also necessary to appropriate the surpluses provided in the budget from the fund listed above, so as not to impair the operations of the Town.

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

That the above amount is hereby appropriated from the unappropriated surplus and additional revenues of the Community Reinvestment Fund.

ADOPTED this 13th day of May, 2014.

TOWN OF ESTES PARK

Mayor

ATTEST:

Town Clerk
## Community Reinvestment Fund

Special Revenue Fund, #204  
Town of Estes Park - 2014 Budget

### Purpose:
* The Community Reinvestment Fund provides funds for General Fund, Special Revenue Fund and Internal Service Fund capital projects. Funding comes from the General Fund, Grants and TABOR excesses (voter approval in 2000) when applicable.

### 2012 O Budget 2013 Revised Budget (05/09/14) Budget Revised Budget

<table>
<thead>
<tr>
<th></th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>Inflows</strong></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Transfer from General Fund</td>
<td>900,000</td>
<td>800,000</td>
<td>450,000</td>
<td>450,000</td>
<td>800,000</td>
</tr>
<tr>
<td>Transfer from General Fund (STIP)</td>
<td>346,789</td>
<td>346,789</td>
<td>346,789</td>
<td>346,789</td>
<td>346,789</td>
</tr>
<tr>
<td>Transfer from GF (25%)</td>
<td>500,000</td>
<td>500,000</td>
<td>500,000</td>
<td>500,000</td>
<td>500,000</td>
</tr>
<tr>
<td>Transfer for PW/Utility Office remodel</td>
<td>100,000</td>
<td>100,000</td>
<td>100,000</td>
<td>100,000</td>
<td>100,000</td>
</tr>
<tr>
<td>Grant income</td>
<td>96,712</td>
<td>96,712</td>
<td>96,712</td>
<td>96,712</td>
<td>96,712</td>
</tr>
</tbody>
</table>

| NEPA Study | 210,000 | 210,000 | 210,000 | 210,000 | 210,000 | 210,000 |
| Transportation Enhancement | 256,000 | 256,000 | 256,000 | 256,000 | 256,000 | 256,000 |
| Parking Structure | 3,328,500 | 3,328,500 | 3,328,500 | 3,328,500 | 3,328,500 | 3,328,500 |
| COPS - MPEC/Stall Barn | 6,075,000 | 6,075,000 | 6,075,000 | 6,075,000 | 6,075,000 | 6,075,000 |
| Miscellaneous | 599 | 599 | 599 | 599 | 599 | 599 |

| Sale of assets (Lot 4) | 12,028 | 12,028 | 12,028 | 12,028 | 12,028 | 12,028 |

| **Total inflows** | 1,009,339 | 5,015,289 | 11,159,500 | 7,154,933 | 1,575,000 | 6,567,676 |

| Personnel | 21,561 | 21,561 | 21,561 | 21,561 | 21,561 | 21,561 |
| Legal/engineering/other | 9,422 | 9,422 | 9,422 | 9,422 | 9,422 | 9,422 |
| Flap Grant assistance costs | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 | 4,000 |
| Transportation enhancement grant | 8,812 | 8,812 | 8,812 | 8,812 | 8,812 | 8,812 |
| Weist retaining wall | 71,644 | 71,644 | 71,644 | 71,644 | 71,644 | 71,644 |
| Bond Park - Master Plan | 14,620 | 14,620 | 14,620 | 14,620 | 14,620 | 14,620 |
| Federal - CMAQ/FASTER | 90,012 | 90,012 | 90,012 | 90,012 | 90,012 | 90,012 |

| NEPA study | 133,575 | 133,575 | 133,575 | 133,575 | 133,575 | 133,575 |
| Stall Barn Master Plan | 163,201 | 163,201 | 163,201 | 163,201 | 163,201 | 163,201 |
| Police Dept remodel | 131,995 | 131,995 | 131,995 | 131,995 | 131,995 | 131,995 |
| MPEC/proforma | 27,000 | 27,000 | 27,000 | 27,000 | 27,000 | 27,000 |
| Comp Plan - Museum/Sr Ctr | 491 | 491 | 491 | 491 | 491 | 491 |
| Fairgrounds sewer/site work | 23,963 | 23,963 | 23,963 | 23,963 | 23,963 | 23,963 |
| Bond Park/MacGregor Ave Ret/Set | 23,963 | 23,963 | 23,963 | 23,963 | 23,963 | 23,963 |
| CVB - column repair | 2,260 | 2,260 | 2,260 | 2,260 | 2,260 | 2,260 |

| **Total Projects** | 700,056 | 5,400,000 | 13,633,071 | 5,180,381 | 1,531,174 | 9,872,014 |

| **Balance from 2013** | 128,205 | 0 | 0 | 0 | 336,528 | 0 |

| **Total** | 700,056 | 5,400,000 | 13,633,071 | 5,180,381 | 1,531,174 | 9,872,014 |

| **Net change** | (1,22,711) | (2,473,571) | (1,974,552) | (1,974,552) | (1,974,552) | (1,974,552) |

### 2014 Projects

| Fall River Trail (NEPA) 17.2% match | 398,551 | 398,551 | 398,551 | 398,551 | 398,551 | 398,551 |

### Available Fund Balance

| Fund Balance | $2,851,440 | $1,765,954 | $177,869 | $743,132 | $221,695 | $1,321,654 |

### Note:
- The Community Reinvestment Fund provides funds for General Fund, Special Revenue Fund and Internal Service Fund capital projects. Funding comes from the General Fund, Grants and TABOR excesses (voter approval in 2000) when applicable.
Memo

To: Honorable Mayor Pinkham
   Town Board of Trustees
   Administrator Lancaster

From: Bo Winslow, Community Services Director

Date: May 13, 2014

RE: New Event in Bond Park – Arapaho Celebration

Objective:
To have new event reviewed by Town Board and approve to conduct. Event date is August 8, 2014.

Present Situation:
Per Town Policy all new events in Bond Park need to be approved by Town Board.

Proposal:
Celebrate the 100th Anniversary of the 1914 Oliver Toll/Arapaho Expedition. In 1914 the Colorado Mountain Club (C.M.C), hoping to persuade Congress to support the establishment of a national park in the Estes Valley-Grand Lake area, arranged for Arapaho elders from the Wind River Reservation (Arapaho/Cheyenne) to provide Arapaho names for local landmarks they remembered in their childhood. Harriet Vaille and Edna Hendrie from the C.M.C. organized the project traveling to the reservation to interview Arapaho and coordinating their travel arrangements to Estes Park. Harriet Vaille selected her younger cousin, Oliver Toll, to act as the ethnographer for the trip. Oliver Toll, along with Shep Husted, local guide, began the two week pack trip on July 16, 1914 along with three members of the Arapaho tribe: Tom Cripsen, Gun Griswold and Sherman Sage. Traveling throughout the Estes Valley, mountains and Grand Lake, Oliver Toll carefully recorded their journey along with stories and names the Arapaho provided. Besides naming several of the area’s peaks, the Arapaho meet many residents as well including Peter Hondius. Oliver Toll organized his notes and produced a small book titled Arapaho Names and Trails which continues to be sold in the park’s bookstores. Since 2003, the Arapaho have been on several educational trips to Rocky Mountain National Park with students, teacher and elders from the Wind River Reservation and Arapaho High School, primarily learning about the 1914 route of their ancestors and teach their youth about Arapaho history and culture. Participants have included several direct decedents of from the 1914 trip including Sherman Sage’s grandson. The Arapaho have requested to Celebrate the 100th Anniversary of the 1914 Expedition in Bond Park in August 2014. The Celebration would include the following: • Stage to show cultural dances and education on each dance to visitors. (Similar to what occurs during Elk Fest, but expanded) • Do a Tee Pee raising to educate people on the
history and use of Tee Pees. • Art and Craft venders from the reservation to sell art work and crafts. (Examples would be bead work artists, photographers, original paintings, etc…) • Food is yet to be determined but if included would include an Indian Tacos vendor. The venue, booths, demonstrations are being organized by the same Wind River reservation staff that organize the yearly Arapaho events and booths for Cheyenne Frontier Days in Wyoming. The event in Bond Park would be very similar to their activities for Cheyenne Frontier Days. In addition to the above events, Arapaho Students, Teachers and Elders will also be involved in their yearly Education trip to Rocky Mountain National Park. Each day the park will have a group of Arapaho in the park’s shuttle bus to re-live part of the 1914 journey. A separate Art Show for Arapaho Artist to display their artwork is planned at the Fall River Visitor Center. The primary goal of the Bond Park Event is for the Arapaho to celebrate their heritage and share their culture with the Town of Estes Park Community and for visitors to Estes Park.

**Advantages:**
- Support Rocky Mountain National Park in their 100 year celebration.
- Educate the community and our guest about the Arapaho.
- Provide those that attend an opportunity to purchase authentic Native American items.
- Celebrate the Expedition of 1914.

**Disadvantages:**
- Could compete with merchandise downtown merchants currently sell however this is true with other events that currently are taking place in the park
- This event would require blocking off parking places in the area which could create parking issues however there will only be 40 – 50 vendors allowing Park Lane to be mostly available for parking.

**Action Recommended by Staff:**
Staff recommends approval of this event. This is only a 1 year event and will not be back in 2015.

**Budget:**
The Town will receive revenues for facility, tent, and stage rental as well as $20 per vendor as a vendor fee. There will be minimal staff time to assist with the event.

**Level of Public Interest**
Staff feels as though there will be concern about another new event in Bond Park that competes with local downtown business and causes more congestion. Staff also feels as though this event is a good fit for the type of events that work well in Bond Park and feel as though the educational and historical aspect of this event is an important piece.

**Sample Committee Recommendation:**
I recommend approval/denial of the Arapaho Celebration Event in Bond Park on August 8, 2014.
Arapaho 1914
RMNP Pack Trip
## Arapaho 100th Anniversary
### Arapaho Expedition 1914-2014
Saturday, August 9 & Sunday August 10, 2014
Bond Park, Estes Park, CO

**DRAFT** rev 3/20/2014

| Bond Park-Sat/Sun |  
|-------------------|---
| **Friday afternoon:** Booth Set up from 3:00 p.m. to dark. Set up along east side of Bond Park (leave stage area open for presenters and Grand Entry and Dancers) |  
| 10:00 a.m. to 5:00 p.m. (Sat/Sun) |  
| **Vendors** from the Wind River Reservation |  
| Shared booth Rocky Mountain Nature Association/Rocky Mountain National Park |  
| (security person will watch booths from 7:00 p.m. to 7:00 a.m. overnight both Fri/Sat night) |  
| **Sunday:** 5:00 p.m. to dark. Remove booths and Clean Up |  
| **Fall River Visitor Center- Both Days** |  
| 9:00 a.m. to 5:00 p.m. **Art Show** |  
| —Wind River Reservation Artists |  

## Saturday Bond Park- Educational Programs

*2 buses will pick up students/staff at YMCA of the Rockies to take to Bond Park at 9:00 a.m.*

<table>
<thead>
<tr>
<th>7:00-9:00 A.M.</th>
<th>Breakfast at YMCA of the Rockies</th>
</tr>
</thead>
<tbody>
<tr>
<td>9:00 A.M.</td>
<td>Buses pick up students/teachers/chaperones at YMCA</td>
</tr>
<tr>
<td>10:00 A.M.-12:00 P.M.</td>
<td>Welcome-- Jackie Dorothy-Wind River Reservation, Andy Cowell—University of Colorado &amp; Sue Langdon-National Park Service</td>
</tr>
<tr>
<td></td>
<td>Prayer— Luella White-Arapaho Elder, Northern Arapaho</td>
</tr>
<tr>
<td></td>
<td>Master of Ceremonies— William “Icky John” C’Hair, Arapaho Language Teacher-Village Crier</td>
</tr>
<tr>
<td></td>
<td>Arapaho Business Council— Overview</td>
</tr>
<tr>
<td></td>
<td>Arapaho History— Mark Soldierwolf, Arapaho Historian</td>
</tr>
<tr>
<td></td>
<td>Tribal Sovereignty— Representative Pat Goggles</td>
</tr>
<tr>
<td></td>
<td>Friday, First Arapaho— Gary Collins, Wyoming Governor’s Tribal Liaison</td>
</tr>
<tr>
<td></td>
<td>Recognition of descendants— Sergio Maldonado</td>
</tr>
<tr>
<td></td>
<td>Sherman Sage History— Andrea Clifford, descendant of Sherman Sage</td>
</tr>
<tr>
<td>Time</td>
<td>Activity</td>
</tr>
<tr>
<td>----------------</td>
<td>---------------------------------------------------------------------------</td>
</tr>
<tr>
<td>12:00-1:30 P.M.</td>
<td>Lunch Break</td>
</tr>
</tbody>
</table>
| 1:30 P.M.-3:00 P.M. | Honor Guard—Arapaho Legion  
|                | Flag Song—Eagle Drum                                                     |
|                | Gourd Dance                                                               |
|                | Drum Groups—Arapaho Nation & Eagle Drum                                   |
|                | Grand Entry                                                               |
|                | Dancers- various categories                                               |
|                | Round Dance                                                               |

**Saturday Rocky Mountain National Park**

**Afternoon Educational Program (following Bond Park ceremonies)**

<table>
<thead>
<tr>
<th>Time</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>3:00 P.M.</td>
<td>Educational Programs—RMNP for Arapaho Students &amp; Arapaho Guests</td>
</tr>
<tr>
<td></td>
<td>Bus #1 &amp; ½ Bus #2—Students/Teachers staying at the YMCA of the Rockies.</td>
</tr>
<tr>
<td></td>
<td>Overflow of Participants—Encouraged to car pool to Upper Beaver Meadows</td>
</tr>
<tr>
<td>Bus to Upper Beaver Meadows</td>
<td>Arapaho/Apache Battle site—Education/Interpretation of site</td>
</tr>
<tr>
<td>4:30 P.M.</td>
<td>Bus # 1 &amp; 2 drops students off at YMCA or the Rockies</td>
</tr>
<tr>
<td>5:00 P.M. to 6:00 P.M.</td>
<td>Dinner at YMCA of the Rockies</td>
</tr>
<tr>
<td>6:00 P.M.</td>
<td>Community Round Dance (Green Space in front of dining hall at YMCA)</td>
</tr>
</tbody>
</table>

**Evening Educational Program Rocky Mountain National Park (Saturday)**

<table>
<thead>
<tr>
<th>Time</th>
<th>Activity</th>
</tr>
</thead>
</table>
| Beaver Meadows Visitor Center 7:30 p.m. | Merle Hass—Storytelling  
|                | Chiefs documentary viewing                                               |
|                | Arapaho Names and Trails presentation—Andy Cowell & Alonzo Moss          |

**Sunday Rocky Mountain National Park**

**Educational Program**

<table>
<thead>
<tr>
<th>Time</th>
<th>Activity</th>
</tr>
</thead>
</table>
| 7:00 A.M. -9:00 A.M | Breakfast at YMCA of the Rockies Bus #1 & Bus #2 pick up participants at  
|                 | YMCA of the Rockies at 9:00 A.M.                                          |
| 9:00 A.M- 5:30 P.M. | Estes Park to Grand Lake on Trail Ridge Road following the route of the  
|                      | Arapaho Expedition.                                                        |
|                  | Educational stops along the road:                                          |
|                  | • Rainbow Curve—bathroom break & flood history (alluvial fan)             |
|                  | • Children’s trail (Hike/jog & history of name)                           |
|                  | • Iceberg Pass or Lava Cliffs (view of dog trail)                         |
|                  | • Gore Range or Medicine Bow Curve (Specimen Mountain/Mountain that smokes) |
|                  | • Colorado River Trail (time permitting & history of Arapaho stay at  
|                  | Squeaky Bob’s cabin)                                                      |
|                  | • Grand Lake—(battle story)                                               |
|                  | Picnic lunch at Grand Lake.                                               |
|                  | On return trip stop at Alpine Visitor Center to look at Education Exhibits &  
|                  | bathroom break. Return to YMCA of the Rockies and educational survey.      |
Objective:
To receive permission to close roads as identified in Attachment A for the Farmers Market. The market is every Thursday starting June 5 and continues until September 25. The event starts at 7 am and runs until 1 pm.

Present Situation:
The market is currently at the Fairgrounds. Staff has received several suggestions that the market should be on MacGregor Avenue as it was during the 2013 Flood.

Proposal:
Staff proposes to move the market from the Fairgrounds to the area surrounding Bond Park. Staff would evaluate the event at the end of the season and bring forward to Town Board a recommendation for future years. There are usually 40-50 vendors that set up at the market and sell consumable goods. These vendors do sell out of their vehicles and will need some vehicles in the area to restock.

Advantages:
- Market would be downtown close to businesses
- Would attract market participants to the downtown area
- The market is a good fit for the type of event that the Events Advisory Team is recommending for the area
- Minimal competing goods to the downtown area would be sold
- Market vendors are excited about the change

Disadvantages:
- Parking later in the morning will be difficult
- Access to the market will be more difficult
- There are local market shoppers that may not like the new location

Action Recommended by Staff:
Staff recommends the market be move to the Bond Park Area.
**Budget:**
No change to current budget

**Level of Public Interest**
Staff feels with many of the downtown merchants on board with this event the public interest will be high, but most should be positive.

**Sample Motion:**
I recommend approval/denial of the road closures around Bond Park, as identified in Attachment A, in order to conduct the Farmers Market.
Memo

To: Honorable Mayor Pinkham  
   Town Board of Trustees  
   Town Administrator Lancaster

From: Bo Winslow, Community Services Director

Date: May 13, 2014

RE: New Event on Elkhorn Avenue – Elkhorn Dash, 1 Miler

Objective:
To have new event reviewed by Town Board and approve to conduct. Event will be June 28, 2014.

Present Situation:
Per Town Policy all new events requiring a road closure need to be approved by Town Board.

Proposal: The Elkhorn Dash, 1 Miler is a downhill race on Elkhorn Avenue for pure fun and adventure! The intention is to promote Elkhorn Ave and businesses in downtown. The event is for anyone who is willing to run, walk, skip, and push stroller for one mile. We encourage a fast race or a mild walk for others. The course will be a one mile run starting at West Elkhorn Ave and finishing at parking lot at US BANK, East Elkhorn. This straight down Elkhorn Ave will be on north side of street lane, against traffic. Runners will turn into the parking lot to finish. The race is scheduled to start at 8:00am and will be completed by 8:30am.

Advantages:
- Promote Elkhorn Avenue; businesses and restaurants
- Event is geared toward everyone in the community; runners and walkers

Disadvantages:
- Closure of Elkhorn Ave during high volume time of year and a bust event weekend
- Unclear of support from downtown merchants
- Potential traffic congestion/Scandinavian Festival is in Bond Park

Action Recommended by Staff:
Staff recommends the event applicant take into consideration a different time of year to conduct the Elkhorn Dash, 1 Miler or may want to look at starting at 7:30 am. The Event Advisory Team saw no problems with this event.
Budget:
6 hours staff time for Public Works and Events Staff. PD will also have officer time involved with the road closure.

Level of Public Interest
With a larger event already taking place in Bond Park this same weekend, the Scandinavian Midsummer Festival, staff is concerned about the negative impact of the road closure to the community during a high volume time in June.

Sample Committee Recommendation:
I recommend approval/denial of the Elkhorn Dash, 1 Miler Event on Elkhorn Avenue.
Executive Sessions may only occur during a regular or special meeting of the Town Board.

Limited Purposes.
Adoption of any proposed policy, position, resolution, or formal action shall not occur at any executive session.

Procedure.
Prior to the time the Board convenes in executive session, the Mayor shall announce the topic of discussion in the executive session and identify the particular matter to be discussed in as much detail as possible without compromising the purpose for which the executive session is authorized, including the specific statutory citation as enumerated below. Prior to entering into an executive session, the Mayor shall state whether or not any formal action and/or discussion shall be taken by the Town Board following the executive session.

1. To discuss purchase, acquisition, lease, transfer or sale of any real, personal, or other property interest - Section 24-6-402(4)(a), C.RS.

2. For a conference with an attorney for the Board for the purposes of receiving legal advice on specific legal questions - Section 24-6-402(4)(b), C.RS.

3. For discussion of a matter required to be kept confidential by federal or state law, rule, or regulation - Section 24-6-402(4)(c), C.RS.

4. For discussion of specialized details of security arrangements or investigations Section 24-6-402(4)(d), C.RS.

5. For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators - Section 24-6-402(4)(e), C.RS.

6. For discussion of a personnel matter - Section 24-6-402(4)(f), C.RS. and not involving: any specific employees who have requested discussion of the matter in open session; any member of the Town Board; the appointment of any person to fill an office of the Town Board; or personnel policies that do not require discussion of matters personal to particular employees.

7. For consideration of any documents protected by the mandatory non-disclosure provision of the Colorado Open Records Act - Section 24-6-402(4)(g), C.RS.
**Electronic Recording.**
A record of the actual contents of the discussion during an executive session shall be made by electronic recording. If electronic recording equipment is not available or malfunctions, written minutes of the executive session shall be taken and kept by the Town Clerk, if present, or if not present, by the Mayor.

The electronic recording or minutes, if any, of the executive session must state the specific statutory provision authorizing the executive session. The electronic recording or minutes, if any, of the executive session shall be kept by the Town Clerk unless the Town Clerk was the subject of the executive session or did not participate in the executive session, in which event, the record of the executive session shall be maintained by the Mayor. If written minutes of the executive session are kept, the Mayor shall attest in writing that the written minutes substantially reflect the substance of the discussion during the executive session and such minutes shall be approved by the Board at a subsequent executive session.

If, in the opinion of the attorney who is representing the Board, and who is present at the executive session, "all or a portion" of the discussion constitutes attorney-client privileged communications:

1. No record shall be kept of this part of the discussion.

2. If written minutes are taken, the minutes shall contain a signed statement from the attorney attesting that the unrecorded portion of the executive session constituted, in the attorney's opinion, privileged attorney-client communications. The minutes must also include a signed statement from the Mayor attesting that the discussion in the unrecorded portion of the session was confined to the topic or topics for which the executive session is authorized pursuant to the Open Meetings Law.

**Executive Session Motion Format.**
Section 24-6-402(4) of the Colorado Revised Statutes requires the specific citation of the statutory provision authorizing the executive session.

THEREFORE, I MOVE TO GO INTO EXECUTIVE SESSION:

_____ For a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions under C.RS. Section 24-6-402(4)(b) – Litigation.

_____ For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators under C.RS. Section 24-6-402(4)(e) - Cornerstone Engineering.
To discuss the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interest under C.RS. Section 24-6-402(4)(a).

For discussion of a personnel matter - Section 24-6-402(4)(f), C.RS. and not involving: any specific employees who have requested discussion of the matter in open session; any member of the Town Board (or body); the appointment of any person to fill an office of the Town Board (or body); or personnel policies that do not require discussion of matters personal to particular employees.

For discussion of a matter required to be kept confidential by the following federal or state law, rule or regulation: under C.RS. Section 246-402(4)(c).

For discussion of specialized details of security arrangements or investigations under C.RS. Section 24-6-402(4)(d).

For consideration of documents protected by the mandatory nondisclosure provisions of the Open Records Act under C.RS. Section 24-6-402(4)(g).

AND THE FOLLOWING ADDITIONAL DETAILS ARE PROVIDED FOR IDENTIFICATION PURPOSES (The Mayor may ask the Town Attorney to provide the details): ________________________________

The Motion must be adopted by the affirmative vote of two-thirds (2/3) of the quorum present.

Retention of Electronic Recording or Minutes.
Pursuant to Section 24-6-402(2)(d.5)(II)(E) C.RS., the Town Clerk shall retain the electronic recording or minutes for ninety (90) days. Following the ninety (90) day period, the recording or the minutes shall be destroyed unless during the ninety (90) day period a request for inspection of the record has been made pursuant to Section 24-72204(5.5) C.R.S.

If written minutes are taken for an executive session, the minutes shall be approved and/or amended at the next executive session of the Town Board. In the event that the next executive session occurs more than ninety (90) days after the executive session, the minutes shall be maintained until they are approved and/or amended at the next executive session and then immediately destroyed.
ANNOUNCEMENT
ANNOUNCEMENT SHALL BE MADE BY THE MAYOR AT THE BEGINNING OF THE
EXECUTIVE SESSION. MAKE SURE THE ELECTRONIC RECORDER IS TURNED
ON; DO NOT TURN IT OFF DURING THE EXECUTIVE SESSION UNLESS SO
ADVISED BY THE TOWN ATTORNEY.

It is _______ Tuesday, May 13, 2014 ______, and the time is ___(state the time) p.m.____.

For the Record, I am ____ Bill Pinkham ________, the Mayor (or Mayor ProTern) of the
Board of Trustees. As required by the Open Meetings Law, this executive
session is being electronically recorded.

Also present at this executive session are the following person(s): Mayor Pro Tern
Koenig, Trustees. John Ericson, Bob Holcomb, Ward Nelson Ron Norris. and John
Phipps; and Town Administrator Lancaster, Town Attorney White, Town Clerk Williamson,
and Commander Rose.

This is an executive session for the following purpose of:

For discussion of specialized details of security arrangements under C.RS.
Section 24-6-402(4)(d).

I caution each participant to confine all discussion to the stated purpose of the executive
session, and that no formal action may occur in the executive session.

If at any point in the executive session any participant believes that the discussion is
outside of the proper scope of the executive session, please interrupt the discussion
and make an objection.

The close of the executive session is in the Mayor's discretion and does not require a
motion for adjournment of the executive session.

The Mayor shall close the executive session by stating the time and return to the open
meeting.

After the return to the open session, the Mayor shall state that the Town Board is in
open session and whether or not any formal action and/or discussion shall be taken by
the Town Board.