The Mission of the Town of Estes Park is to plan and provide reliable, high-value services for our citizens, visitors, and employees. We take great pride ensuring and enhancing the quality of life in our community by being good stewards of public resources and natural setting.

BOARD OF TRUSTEES - TOWN OF ESTES PARK
Tuesday, June 10, 2014
7:00 p.m.

AGENDA

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

SWEARING IN. Wesley Reichardt/Code Enforcement Officer.

PROCLAMATION: “Bike to Work, Bike to Play Week June 21-28, 2014.”

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

TOWN BOARD COMMENTS / LIAISON REPORTS.

TOWN ADMINISTRATOR REPORT.

1. CONSENT AGENDA:
   2. Bills.
   3. Committee Minutes:
      A. Community Development / Community Services, May 22, 2014.
   4. Estes Valley Board of Adjustment Minutes dated April 1, 2014 (acknowledgement only).

2. REPORTS AND DISCUSSION ITEMS:
   1. COMMUNITY REPORT. Commissioner Donnelly.
2. **EVENT CENTER & PAVILION CONSTRUCTION UPDATE.** Manager Zurn.

3. **ACTION ITEMS:**

   1. **AMENDMENT TO GOOD SAMARITAN ANNEXATION AGREEMENT.** Attorney White and Planner Kleisler.

   2. **TITLE VI POLICY.** Director Williamson.

4. **ADJOURN.**
2013 COMMUNITY REPORT

A HIGH-LEVEL OVERVIEW OF COUNTY SERVICES, GOALS, & PERFORMANCE.

LARIMER COUNTY
COMMITTED TO EXCELLENCE

www.larimer.org
Welcome to our first Community Report! One of our most important responsibilities as Commissioners is ensuring the most efficient use of tax revenue. To accomplish this, we instituted performance measures for the services the County provides. These measures let you know the value you receive for your tax dollars and help us invest funds where they get the best value and results. While this report is a summary of those important measures and services, it also outlines new programs we are implementing to achieve higher efficiencies. We think every taxpayer deserves this information. We hope it is useful to you. Learn more and connect with us at larimer.org/bocct.

99% of county services are available to all residents
1% of services are for unincorporated areas only (Community Development)

YOU KNOW?
89.8% of surveyed residents feel Larimer County services are performed adequately or better than required.

ELECTED OFFICIALS

LETTER FROM THE COUNTY MANAGER

What an honor to present the first annual Community Report of Larimer County services, performance and goals! This overview showcases the diversity of services we provide to the more than 300,000 citizens of our community. Larimer County government is dedicated to improving the quality of life we all experience and does that through our work in five broad service categories. This report touches on each of those and notes the challenges posed by two major disasters in the last two years. We hope this snapshot inspires your interest in County government and helps to open ongoing dialogue with you. Please let me know what you think: lhoffman@larimer.org.

Linda Hoffmann
County Manager
Larimer County, Colorado
(970) 498-7004 (direct)

LARIMER COUNTY BUDGET WHERE THE MONEY COMES FROM

Property Taxes: $131M
Charges for Services: $103M
Intergovernmental Revenue: $52M
Other Financing Sources: $46M
Sales and Use Taxes: $34M
Use of Fund Balance: $13M
Interest Earnings and All Others: $6M
Licenses and Permits: $59M
Total of All Sources: $238M

Larimer County receives only 25¢ of every dollar collected through property taxes.

HOW THE MONEY IS SPENT

Non-Operational Procedural Accounts: $89M
Community Resources, Infrastructure and Planning: $55M
Public Safety Services: $84M
Human & Economic Services: $59M
Strategic Leadership & Administration: $37M
Public Records & Information Services: $14M
Grand Total Budget: $238M
Net Operational Budget: $229M
COMMUNITY RESOURCES, INFRASTRUCTURE & PLANNING
QUALITY INFRASTRUCTURE, CONSCIENTIOUS PLANNING

COUNTY-OWNED OPEN SPACE AND TRAILS

TRAILS: 33% INCREASE

2006: 61 miles
2012: 81 miles

OPEN SPACE: 13% INCREASE

2006: 40,134 acres
2012: 45,193 acres

THE RANCH: A COMMUNITY ASSET

The Ranch Event Complex revenues come from ticket sales, concessions, and sponsorships. Profit from events supports needed facility re-investments and assures the McKee 4-H and Community Building remains a free asset for local nonprofits and the greater community.

SERVICES

- Building inspections
- Community planning and development
- County parks and trails
- Engineering
- Landfill and solid waste management
- Open space
- Road and bridge maintenance and repair
- Rural lands
- The Ranch

DO YOU KNOW?

Horsetooth Reservoir is the 2nd busiest reservoir in the state of Colorado. In 2012, the reservoir welcomed approximately 30,000 boaters.

ROAD CONDITIONS AND SAFETY

Road condition grades reflect how well pavement surfaces are maintained.

Well maintained roads create a safer environment for drivers and less wear and tear on vehicles.

For safety ratings, visit the Transportation Scorecard at larimer.org/roads.

RECYCLING MADE EASY

With a county that is larger than the entire state of Delaware, a single centralized recycling center is not a realistic solution. Transfer stations provide drop-off convenience for the residents of Berthoud, Wellington, Red Feather Lakes and Estes Park. Being able to recycle closer to home encourages citizens to do more of it and it saves fuel and time. In 2012, 961.68 tons of material was recycled from transfer stations.

LANDFILL CAPACITY & RECYCLING

Recycling keeps waste out of the landfill thereby increasing its useful life and delaying the expense of building a new facility.
**VOTE CENTERS AS A STATE MODEL**

Larimer was the first county in the state to develop, test, and implement the "Vote Center" model for elections. Now called Voting Service and Polling Centers, the model has been replicated throughout Colorado. The Vote Center model makes it easy for registered voters to participate in elections by allowing them to cast ballots at any voting location regardless of precinct or district. In short, with Vote Centers, there’s no wrong place to vote!

<table>
<thead>
<tr>
<th>Year</th>
<th>US (% voted)</th>
<th>Colorado (% voted)</th>
<th>Larimer County (% voted)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2006</td>
<td>70.1%</td>
<td>76.0%</td>
<td>71.5%</td>
</tr>
<tr>
<td>2008</td>
<td>89.6%</td>
<td>94.7%</td>
<td>98.6%</td>
</tr>
<tr>
<td>2010</td>
<td>69.9%</td>
<td>79.4%</td>
<td>98.1%</td>
</tr>
<tr>
<td>2012</td>
<td>86.8%</td>
<td>94.7%</td>
<td>98.8%</td>
</tr>
</tbody>
</table>

**ESSENTIAL PUBLIC RECORDS**

- **MARRIAGE LICENSES:** 2,856 in 2012
- **VEHICLE REGISTRATIONS:** 324,029 in 2012
- **PROPERTIES ASSESSED:** 150,629 in 2012

**SERVICES**

- Birth and death certificates
- Elections and voter registration
- Marriage licenses
- Property value assessment & tax collection
- Public records
- Vehicles registration

**YOU KNOW?**

In 2012, the Larimer County treasurer collected taxes on 149,699 properties.

**STRATEGIC LEADERSHIP, ADMINISTRATION**

**ENGAGED SERVICE, EFFICIENT GOVERNMENT**

**GUIDING PRINCIPLES**

Larimer County will add value to the lives of its citizens by:

- Being good stewards of our public resources
- Being customer driven
- Empowering people to take responsibility
- Building partnerships
- Being a fulfilling & enjoyable place to work

**CITIZEN SURVEY RESULTS**

- 3.6 LARIMER COUNTY IS MOVING IN THE RIGHT DIRECTION
- 3.6 I HAVE CONFIDENCE IN THE LARIMER COUNTY GOVERNMENT
- 4.3 THE OVERALL QUALITY OF LIFE IN LARIMER COUNTY IS VERY GOOD

1 = STRONGLY DISAGREE, 5 = STRONGLY AGREE

**STRATEGIC PLANNING**

Citizens, elected officials, and Larimer County employees are working together to move us toward a desired future. The first phase of the comprehensive planning effort defined a vision and goals and was completed in May 2013. Phase II established objectives and performance measures. Phase III integrates these elements into Department work plans. Read more at larimer.org/bocc/future.
LARIMER COUNTY JAIL POPULATION

SINCE 2006

JAIL POPULATION HAS DECREASED 12%
COUNTY POPULATION HAS INCREASED 10%

2006 JAIL POPULATION: 513
2012 JAIL POPULATION: 453
2006 COUNTY POPULATION: 2012,215
2012 COUNTY POPULATION: 210,467

The Larimer County Jail is the ONLY jail in all of Larimer County. Through the successful use of alternative sentencing, Larimer County has lowered the average daily jail population, despite noticeable increases in population, which extends the useful life of the current facility and saves taxpayers money.

IN 2012, THE LARIMER COUNTY SHERIFF'S OFFICE INVESTIGATED:

1 HOMICIDE
14 SEXUAL ASSAULTS
9 ROBBERIES
474 ASSAULTS

208 BURGLARIES
733 LARCENY/THEFT CASES
56 MOTOR VEHICLE THEFTS
6 ARSONS

The net result included 2,230 arrests for new charges.
The emergency communications center staff handled approximately 7,500 emergency 911 calls and 85,000 non-emergency calls.

MINIMIZING FAILURE TO APPEAR WARRANTS

Individuals scheduled to appear in court can expect a phone call reminding them of their appointment. This simple system has decreased “failure to appear” warrants by nearly 40%.

Larimer County provides services beyond arrest for all crimes inside and outside of city limits including prosecution, sentencing and incarceration.

ALTERNATIVE SENTENCING

Alternative Sentencing is a cost effective alternative to jail time for lesser offenders. Offenders “pay back the community” through work for nonprofits and local governments and they pay administrative fees to reduce the cost of the program.

$53/DAY SAVINGS PER OFFENDER

Disaster Response & Recovery

Residents rely on local government for critical support during disaster. In the last two years, Larimer County has endured two major events. In these circumstances, every single department gets involved with the common goal of protecting the lives and property of County residents.

HIGH PARK FIRE 2012
87,200 acres burned;
264 homes and cabins destroyed
- Emergency response
- The Ranch: evacuate shelter, home for large animals
- Air quality monitoring
- Landfill regulations changed to accept debris

2013 FLOOD IN LARIMER COUNTY
$100M in road damage; 180 structures destroyed & 420 structures damaged
- Emergency response and rescue efforts
- Damage assessment
- Road and Bridge: temporary solutions, rebuilding strategy
- Health and Human Services inspections and information

These are just a few of the many examples of the County’s timely response, creative problem solving, and true public service.

DISTRICT ATTORNEY FOR THE EIGHTH JUDICIAL DISTRICT

92% CONVICTON RATE FOR SERIOUS CRIMES

$13.9M RESTITUTION OBTAINED FOR VICTIMS

YOU KNOW?

40 DECREASE

DISTRICT ATTORNEY

$34/DAY

ALTERNATIVE SENTENCING

$87/DAY

COMPARED TO INCARCERATION

92% CONVICTON RATE FOR SERIOUS CRIMES

$13.9M RESTITUTION OBTAINED FOR VICTIMS

92% CONVICTON RATE FOR SERIOUS CRIMES

$13.9M RESTITUTION OBTAINED FOR VICTIMS

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$13.9M RESTITUTION OBTAINED FOR VICTIMS

92% CONVICTON RATE FOR SERIOUS CRIMES

$13.9M RESTITUTION OBTAINED FOR VICTIMS
HUMAN AND ECONOMIC
HEALTHY PEOPLE, THRIVING ECONOMY

SERVICES
- Adult protective services
- Air quality monitoring and education
- Child care assistance
- Child protection and foster care
- Child support
- Communicable disease control
- Food stamps/food assistance
- Health education
- Immunizations
- Medicaid
- Resources for seniors
- Restaurant inspections
- Temporary Assistance for Needy Families
- Water quality regulation and inspection
- Workforce training and counseling

CHILD PROTECTION: A STATE LEADER

When compared to other large counties in Colorado, Larimer County ranks first or second in most state-wide performance goals and consistently exceeds national standards in protecting children.

RANKED #1 IN COLORADO:
- Children who remain in the home: 95% (national goal: 85%)
- Average daily population of children placed in group care facilities: .2 per 1,000 children (national goal: less than 1)

RANKED #2 IN COLORADO:
- Average daily population of children placed in out of home care (foster care and group care facilities): 2.6 per 1,000 kids (national goal is less than 5)
- Children in foster care for more than 2 years: 21% – goal is to achieve permanency within two years (national goal: less than 26%) *2012

RESTAURANT INSPECTIONS

The food safety program protects public health through education, licensing and inspections of the food service industry.

2012 RESTAURANT RATINGS
- 36% EXCELLENT
- 23%GOOD
- 18% AVERAGE
- 12% MARGINAL
- 3% INADEQUATE

1,844 INSPECTIONS PERFORMED

DO YOU KNOW?
Larimer County prevents and controls contagious diseases by monitoring illnesses from people, food, water, animals, and insects. The County also protects against West Nile virus, rabies, Tuberculosis, and other diseases.

WORKFORCE CENTER

The Workforce Center provides programs and training that help create a skilled, knowledgeable and prepared workforce. The Workforce Center curriculum is guided by the Workforce Investment Board (comprised of employers and community leaders) which identifies the workforce skills needed by local companies to be successful.

4,616 JOBS POSTED BY THE WORKFORCE CENTER IN 2012
18,039 JOB SEEKERS SERVED IN 2012

CITIZEN SURVEY RESULTS

3.8 LARIMER COUNTY IS A GREAT PLACE TO WORK
1=STRONGLY DISAGREE 5=STRONGLY AGREE

ANDREW

BETTER DECISIONS TO HELP KIDS

Larimer County was the first county in the state of Colorado to implement the RED (Review, Evaluate, and Direct) Team model where critical decisions about reports of abuse and neglect are made as a collaborative team as opposed to by an individual case manager. The team, including case managers, supervisors, and others, shares the responsibility and accountability for how reports are processed. The model has proven so successful, that it is now a required process in the state of Colorado.

STAY CONNECTED
PUBLIC COMMUNICATIONS

Become an engaged citizen at www.larimer.org:
- Boards & Commissions
- Foster Families
- Larimer County 101
- Public Comment
- Volunteer Opportunities
- Citizen Meetings

contact: Deni La Rue, 970-498-7150, diaru@larimer.org

2013 In-House Innovation Award, Larimer County
new method to transition violent inmates from high security to general population, April 2013

Certificate of Achievement for Excellence in Financial Reporting, Government Finance Officers Association, March 2013 (23rd consecutive year)

Starburst Award for Excellence, Colorado State Lottery, Plug in to Nature program, October 2012


1st Place Savvy Web Application Competition, 25th Annual Geographic Information System for Transportation Symposium, Road Information Locator (RIL) application, May 2012
Minutes of a Study Session meeting of the TOWN BOARD of the Town of Estes Park, Larimer County, Colorado. Meeting held at Town Hall in the Rooms 202/203 in said Town of Estes Park on the 27th day of May, 2014.

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

Attending: All

Also Attending: Town Administrator Lancaster, Town Attorney White and Town Clerk Williamson

Absent: None

Mayor Pinkham called the meeting to order at 4:30 p.m.

TRUSTEE COMMENTS & QUESTIONS.
Trustee Norris questioned the timing of planning issues for the Falcon Ridge development and if the Board would be considering an action item before review by the Planning Commission. Administrator Lancaster stated the Board would be considering an amendment to the annexation agreement approved with the original annexation in 2001 to increase the density on the lot. The amended agreement needs to be in place prior to the Planning Commission’s review of the development.

Trustee Ericson stated contingency funds for projects should be used to address fluctuations in material costs, unexpected changes to approved construction design or additional time to complete work due to unforeseen circumstances such as a flood. Any redesign of the Event Center using contingency funds should be considered by the full Board. Board consensus was any significant scope change to a project should be reviewed by the Board.

FUTURE STUDY SESSION AGENDA ITEMS.
Commercial property and Fish Hatchery property review would be scheduled for July 22, 2014. The Board requested a flood recovery financial update at the next study session. Mayor Pinkham requested the addition of a discussion on the use of the Town logo versus the Town seal and the development of a policy.

TOWN SPONSORED PUBLIC FORUMS.
Public meetings, forums, and open houses are often conducted by staff to provide the public input on issues, to disseminate information, and to discuss potential actions. Meetings can be initiated by either the Board or the staff depending on the nature of the discussion.

The Board discussed the item to determine when it would be appropriate for the Board to approve a forum prior to advertisement. After discussion, the Board agreed a forum to receive public opinion or information would be sent to the Town Board well in advance of the meeting be advertised. This would allow the Board to raise any concerns they may have on holding the forum.

Further discussion was heard over Town Advisory Committees holding forums and/or taking public comment at their meetings. It was noted that Advisory Committees should notify the Board of a proposed forum prior to advertising to the public. Additional concern was raised that holding forums or accepting public comment at Committee meeting could be perceived by the public their issue is being addressed by the Town or
approved by the Committee. Administrator Lancaster suggested the use of forums and public comments should be discussed further with the Boards and Committees to understand current practices and add specific language to their bylaws to outline the practice.

TOWN’S ROLE IN HOUSING ISSUES.
Housing affects the local economy, workforce, local school district and the overall demographics of the community. Prices for single family homes are higher than the average in Colorado; however, they are competitive with other mountain destination communities, but considerably higher than those in the valley or metro area. Availability of long term rentals is extremely limited which makes it difficult for full-time working residents and seasonal employees to find housing. The profitability of short term vacation rentals provides a strong disincentive for owners and developers to provide long term rentals. This market continues to grow and does not appear to be reaching a saturation point. The Town’s involvement to date in housing issues has been limited to density bonuses for qualifying developments and fee waivers in some cases, particularly for projects of the Estes Park Housing Authority. Staff requested direction from the Board on what role the Town should have in housing issues including housing availability for working families and full time professionals, entry level housing for families, low income housing, seasonal housing, long term rentals, and seasonal rentals.

Trustee Norris summarized the Town’s efforts as it relates to housing as follows: the Town has provided financial support to Habitat for Humanity and the Housing Authority; Town rents housing units to employees; Town owns property that could be developed for additional housing/affordable housing; Development Code changes could be made by the Town as it relates to housing; fee waivers for affordable housing developments; and a PUD process. The areas of high concern for the public tend to be workforce housing and seasonal housing.

The Board agreed the Town should be a catalyst to bring affected groups (Lodging Association, Restaurant Association business community, School District, Hospital) together to discuss housing related issues. Additional data would be needed to determine the level of need before discussing further.

Eric Blackhurst/Estes Park Housing Authority Chair reviewed the three previous housing studies conducted in 1990, 1999 and 2008 which all demonstrate a need for additional affordable housing in the valley ranging from 500 – 900 units over the years. Employees are unable to find year-round housing, and therefore, are discourage from making their homes in the valley. He stated housing directly impacts economic development as businesses need housing for employees including full-time, temporary and seasonal. The Housing Authority operates and owns approximately 166 rental units and services approximately 300 families in the valley through other programs such the Section 8. The Housing Authority does not support the middle income family of 60-125% of the median income for the county or address seasonal housing. The Housing Authority has identified barriers such as code issues, ADUs, market rate units and PUDs.

Mathew Heiser/EPHA Board member stated an effective mechanism to encourage the development of affordable housing by private developers is through incentives. For example, developers could receive an increase in the number of market rate units when affordable or employee units are added to a development. This mechanism would produce at no cost to the community additional market-rate housing inventory by the developers.

Board discussion followed and has been summarized: shuttling workers from the valley does not help the town build a community and would only be a temporary fix; as the Town is not land-locked in the winter employees would still live in the valley due to the amenities of a larger community and employment opportunity for spouses; vacation
homes are attractive to second homeowners that wish to use their properties and can make a larger profit than as a long term rental; the Town needs to focus on developing information on what exists, the needs, and not solutions at this time; the focus should be to address seasonal housing and year-round housing for the middle income up to 125%; and creating year-round housing for economic development.

Community Development staff would develop a summary for the Board outlining issues, trends, existing policies, and recommendations from staff on what codes are working and not working. Administrator Lancaster stated the review of current issues, obstacles, proposed solutions, barriers, tools that could be used to address housing needs, statement of problem and next steps would be provided to the Board for the upcoming Board Retreat.

There being no further business, Mayor Pinkham adjourned the meeting at 6:12 p.m.

Jackie Williamson, Town Clerk
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 27th day of May, 2014.

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

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

Absent: None

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

PRESENTATION.
Col Stan Cass/CEO & Chairman of the Northern Colorado Honor Flight Board and Bill Becker/Board member presented a plaque to Bob Brunson, Verne Mertz, and Gary Brown for their efforts in raising funds to cover the cost of flying veterans to Washington DC to view the war memorials.

PUBLIC COMMENTS.
Marie Steinbrecher/Town citizen thanked Community Development staff members Will Birchfield and Alison Chilcott for their response during the recent spring runoff flooding near the Elkhorn stables and her residence. She requested aid from the Town in addressing the berm built along the river on the Elkhorn Lodge property causing flooding on her property and house.

TRUSTEE COMMENTS.
Trustee Ericson stated the Transportation Advisory Committee held their monthly meeting and discussed bike lanes in relation to the FLAP realignment and downtown parking.

Trustee Nelson reviewed items discussed at the May meeting of the Larimer County Open Lands Advisory Board, including a report on the open lands sales tax and the continuation of the tax. The report outlined community support of the extension of the tax, tax performance and projection scenarios, and use of the tax for purchase of additional open space or management of existing properties. The distribution of the tax to the communities may change as well with more funds being allocated to Larimer County. A genetically pure bison heard would be introduced to Red Mountain open space.

Trustee Phipps reviewed issues discussed at the recent Planning Commission meeting including the new building at the Comfort Inn and the associated drainage issues, Comprehensive Plan update continues to progress, and the continuation of the Fall River master plan.

Trustee Norris stated the Public Safety, Utilities and Public Works Committee would meet on Thursday, June 12, 2014 at 8:00 a.m. in the Board Room. The Bear Education Task Force has received five sponsors for additional bear resistant/recycling cans. Visit
Board of Trustees – May 27, 2014 – Page 2

Estes Park has completed its annual report that can be accessed on their website. Their next meeting would be held on June 17, 2014 at 2:00 p.m.

TOWN ADMINISTRATOR REPORT.
Director Chilcott provided an overview of the mitigation activities taking place to address spring runoff along the Fall River corridor: removal of sediment in the area where capacity was lost, addressing code compliance with properties completing work without permits, and evaluating risks for both public and private properties. Staff continues to evaluate both Fall River and Fish Creek corridors and develop a master plan to return resiliency to the rivers and mitigate future risk. Staff has been successful at identifying grant funds and would continue to identify additional funding resources.

Chief Building Official and Flood Plain Manager Birchfield reviewed the storm that caused the flooding in September 2013 stating the storm ranged from a 5 year event to a 5 times a 100 year event in areas such as the Fish Creek corridor. After an event of this magnitude the flood plain maps and data must be updated. Once the Town has new data staff would develop policy to manage risk for the Board to review and approve. The data would be developed over time with the first data to be available in the next four to six weeks for Fish Creek.

1. CONSENT AGENDA:

   2. Bills.
   3. Committee Minutes:
      a. Public Safety, Utilities and Public Works, May 8, 2014:
   4. Tree Board Minutes dated April 17, 2014 (acknowledgement only).
   5. Renewal – Investment Advisory Agreement with Cutwater Investor Service Corp.
   6. Appointment of Trustees Nelson and Norris to the Parks Advisory Board Interview Team.

Trustee Norris removed Consent Item 1.6 as an action item. It was moved and seconded (Koenig/Phipps) to approve the Consent Agenda Items 1.1 – 1.5, and it passed unanimously.

Consent Item 1.6 – It was moved and seconded (Norris/Phipps) to approve the appointment of Trustee Norris and Trustee Holcomb to the Parks Advisory Board interview team, and it passed unanimously.

2. REPORT AND DISCUSSION ITEMS (Outside Entities):

   1. ROCKY MOUNTAIN NATIONAL PARK UPDATE. Superintendent Baker stated work would begin on repairing roadways, trails and other infrastructure throughout the park damaged by the September flood. Repairs are anticipated to be complete along the Fall River corridor this year but could be hindered by weather. The repairs completed to the Lily Lake spillway prior to the flood allowed the dam to perform as designed. The Bear Lake Road has been completed and an official ribbon cutting would be held. 2014 Park visitation is up over last year. The Park signed a sister park partnership with Monteverde, Costa Rica for bird migration. The Fire management division of the Park received a reprieve from significant budget cuts and remains at current staffing levels for the next two years. The Park received a grant to provided assistant with the Bear Education Task Force efforts. The Park shuttle fleet has gone
green with the addition of hybrid buses and all other fleet vehicles retrofitted to reduce emissions. Work continues on the multi-use trail with the environmental assessment due by the end of the year.

Chuck Levine/Town Centennial representative and Barbara Scott/Park Event Coordinator provided a quarterly update on the Park’s Centennial celebration.

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

1. CONSENT ITEMS:

A. FINAL SUBDIVISION PLAT, Mountain River Townhomes, Tract 6, Beaver Point 1st Addition; 650 Moraine Avenue; Dallman Construction/Applicant.

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

4. ACTION ITEMS:

1. RESOLUTION #12-14 TO ESTABLISH THE PARKS ADVISORY BOARD. The resolution would establish a Parks Advisory Board replacing the Tree Board. This new Board would expand its responsibilities to include the care of trees in town limits, draft a tree care ordinance required by Tree City USA, organize and support Arbor Day observance, organize and conduct community forestry programs, review and advice the Town Board on public art, memorials, donations, permanent installations, and locations for art, and provide information related to invasive plants, noxious weeds and pest control, support educational programs at the schools. The new Board would continue to meet the requirements of Tree City USA. It was moved and seconded (Koenig/Holcomb) to approve Resolution #12-14 to establish the Parks Advisory Board, and it passed unanimously.

2. RESOLUTION #13-14 INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF COLORADO AND THE TOWN OF ESTES PARK FOR THE VISITOR CENTER PARKING GARAGE FUNDING. The Town has received grant funding of $3.2 million from the Paul Sarbanes Transit in the Parks program for the design and construction of a parking and transit structure located at the Visitor Center. The Town also received State funds from Congestion Mitigation Air Quality (CMAQ) and Funding Advancement for Surface Transportation and Economic Recovery (FASTER) grants. In order to receive the State grant funds the Town must approve and enter into an Intergovernmental Agreement (IGA) with the State of Colorado. Resolution #13-14 would accept the State grant funds, allocate Town matching funds and approve the IGA. It was moved and seconded (Norris/Phipps) to approve Resolution #13-14 and the Intergovernmental Agreement between the Town of Estes Park and the State of Colorado, accept CMAQ and FASTER funds to be used for the design and construction of the Estes Park Visitor Center Transit Parking Structure, and provide matching Town funds, and it passed unanimously.

3. DESIGN SERVICES CONTRACT WITH RG AND ASSOCIATES LLC FOR FLOOD REPAIR PROJECTS. Project Manager Zurn presented a consulting agreement with RG Associates LLC to design and perform project oversight on 28 flood damaged sites throughout Estes Park. Funding for the improvements would be covered by FEMA and FHWA. Bids were solicited in compliance with regulations outlined by the entities to ensure reimbursement of costs. RG and Associates was identified by staff as the most qualified firm to complete the work. The rates and estimated hours required to complete the work were negotiated. After further discussion, it was moved and
seconded (Koenig/Holcomb) to approve a consulting agreement with RG and Associates LLC to design and provide construction oversight of flood related restoration damages throughout the Town of Estes Park for a not to exceed cost of $565,365, and it passed unanimously.

4. REPORTS AND DISCUSSION ITEMS:

1. EVENT CENTER & PAVILION CONSTRUCTION UPDATE.
The Event Center construction continues to progress with main interior finishes being completed, including painting, drywall, overhead doors, man doors, and glass. The delivery of the Event Center would be delayed by 14 weeks with the addition of a second story to the silo. The architect and contractor are proceeding with a bid to complete the second story. The Board questioned if the addition of a second story would be the best and highest need for the center. Trustee Ericson also questioned the use of contingency funds for the change and stated the additional work should be approved by the Board. The Board requested the second story addition come forward for the Board’s consideration.

2. 1ST QUARTER SALES TAX AND FINANCIALS THROUGH APRIL.
Finance Officer McFarland reviewed the 1st quarter sales tax and financial report stating sales tax is up 5.7% over 2013 and 16% ahead of 2014 budget. General fund expenditures are ahead of budget due largely in part to flood recovery efforts, including Town Hall mitigation and Fall River exigent work. Staff continues to operate conservatively during the flood recovery and would maintain the bulk of the Town’s investment portfolio in cash. Lodging continues to lead all categories in sales tax revenues and is 12% ahead of 2013. Other categories such as food, retail, construction, and utilities are also 4-7% ahead of 2014. An overview of the current flood reimbursement status was provided, including an estimated $5.2 million in expenses, $76,780 in reimbursements from FEMA/State, and NRCS expenses of $1 million.

3. MANUFACTURING OF MICRO CRAFT LIQUORS UPDATE.
Planner Kleisler provided an update on the proposed amendments to the Estes Park Development Code to allow micro-breweries, wineries or distilleries within the Estes Valley as a principle use in appropriate zoning districts. Staff presented three options: Option #1 – Micro allowed in CD and CO districts with 15,000 sq. ft. and taproom/tasting room or Commercial allowed in CH and I-1 with 15,000 sq. ft, limit in CH and tasting room up to 30% floor area or 1,000 sq ft, whichever is greater; Option #2 - Micro allowed in CD and CO districts with 15,000 sq. ft, taproom/tasting room and limit production and/or off site sales in the CD or Commercial remains the same as Option #1; and Option #3 – Allow Micro only as listed in Option #1 and prohibit Commercial. Town Board direction would be used to draft proposed amendments for consideration by the Planning Commission at their regular meeting on June 17, 2014 and review by the Town Board and County Commissioners in July.

Board discussion was heard and has been summarized: discussed number of barrels produced versus square footage of the business in limiting size of the facility; questioned if the Fire District would have concern over the location of the businesses; suggested tasting size limits be included in the code language; define each type of business, i.e. brewery, distillery, winery, etc.; Trustee Phipps requested an additional study session on the issue prior to moving the complicated issue forward for Planning Commission review; the item should move forward utilizing the information already developed by other communities; no concerns with possible odor; and would like to address possible noise from activities such as canning.

It was moved and seconded (Phipps/Norris) to extend the meeting to no later than 10:00 p.m., and it passed unanimously.
After further discussion the Board consensus was to use square footage to limit the operations, address both commercial and micro businesses, no odor regulations, and code language to be flexible and not overly restrictive. Staff would produce two ordinances with one addressing conventional commercial businesses and the other to address micro businesses.

Whereupon Mayor Pinkham adjourned the meeting at 10:06 p.m..

William C. Pinkham, Mayor

Jackie Williamson, Town Clerk
Town of Estes Park, Larimer County, Colorado, May 22, 2014

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 22nd day of May, 2014.

Committee: Chair Ericson, Trustees Holcomb and Phipps
Attending: Chair Ericson, Trustees Holcomb and Phipps
Also Attending: Town Administrator Lancaster, Directors Chilcott and Winslow, Special Event Coordinator Jacobson, and Deputy Town Clerk Deats
Absent: None

Chair Ericson called the meeting to order at 8:00 a.m.

PUBLIC COMMENT.
None.

COMMUNITY SERVICES DEPARTMENT.

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

- May Events Report –
  - Coordinator Jacobson introduced the newest addition to the Special Events staff. Jaclyn Schulte is a seasonal Special Events employee who will be working during the summer season and cross-training in sales and marketing, operations, and visitor services to get an introduction to the entire “events” industry. Jaclyn is originally from Casper, Wyoming and is a recent graduate of the University of Northern Colorado.
  - Jazz Fest – Approximately 1140 people attended the event on May 17-18, 2014, which is a slight decrease from 2013. The event highlights some of the finest musicians across the nation, with this year’s headliner being Sax Appeal: New York Saxophone Legends. A new addition to this year’s event was the inclusion of wine sales from Snowy Peaks Winery and Turquoise Mesa Winery. Coordinator Jacobson noted that the Five Points Jazz Festival in Denver takes place on the same weekend as Jazz Fest here in Estes Park. She suggested that a discussion take place related to possibly moving the event from May to August to be held in conjunction with Plein Air of the Rockies and the Art Walk so as to not be in direct competition with the Five Points Festival. She noted that next year is the 25th anniversary of Jazz Fest and may present a good time to make some changes to the event. She also noted that if the date of Jazz Fest was changed, another event would be scheduled and developed for the third weekend in May timeframe. There was no data available as to how many of the event attendees may have stayed overnight in area lodging facilities. Director Winslow will provide an event report at the June CDCS meeting that will include a profit and loss statement that can be used to evaluate whether the cost of the event justifies the return from the festival. Chair Ericson asked that future monthly Events Reports include information about events that have taken place as well as upcoming events.
  - Verbal Updates –
    - Both the Wool Market and the Dressage Horse Show will be using the new pavilion and staff is anxious to obtain reaction from participants regarding the new facility. Operations staff has installed 800 floor mats in preparation for the events. The May Dressage Show is an added show this year; the second Dressage Horse Show will be held in August.
Director Winslow said that one of the participants is #1 in the United States in dressage and her horse is #6 in the world and suggested that PIO Rusch write a press release related to the high caliber of participants and stock utilizing the new facilities.

- Art Market will be held in Bond Park on Memorial Day weekend.

COMMUNITY DEVELOPMENT DEPARTMENT.

REPORTS.

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

- Flood Recovery Update – Director Chilcott reported that most of the short-term work that was planned to be finished prior to spring run-off has been completed. These projects were primarily funded through FEMA and the Natural Resources Conservation Services, Inc., (NRCS) and included sediment removal upstream of downtown to protect properties at risk from localized flooding; sediment removal in the Brook Court area of Fish Creek; and emergency watershed protection, bank restoration, and repair in areas where homes were undermined by flood waters. Work at exigent sites along Fall River is wrapping up, with work continuing along Fish Creek near the Stone Bridge development and Brook Court. Due to the sandy conditions along Fish Creek the channel continues to move. Construction of check dams to slow the water flow are being considered to lessen the potential for further channel migration.

Stakeholder advisory committees have been formed related to long-term and master planning for the Fall River and Fish Creek corridors. Members include representatives from the Downtown Business Association, Estes Valley Land Trust (EVLT), Estes Valley Recreation and Park District (EVRPD), Upper Thompson Sanitation District (UTSD), Larimer County Floodplain Manager, and the Larimer County Community Development Director. In addition, staff plans to reach out to members of local bird groups and area residents to receive input. Meetings are scheduled to begin in June.

Staff continues to seek funding for disaster recovery and hazard mitigation projects to protect and mitigate risk along Fall River and subsequently the downtown core area. Information is being gathered from business owners related to economic loss and structural damage to support grant applications. Applications for funding are being submitted to both public and private entities.

Floodplain Manager Birchfield noted that in November 2013, the Town Board adopted the high water mark from the September flood as the regulatory floodplain. This more restrictive floodplain has allowed for repairs and development to continue, causing minor increases to construction expenses related to additional engineering and surveying work. However, the additional expense provides reasonable assurance that work will be in compliance with future regulations. He said the old floodplain maps previously used by FEMA were developed in the 1970s and are no longer accurate enough to be used to protect life and property and said it will take some time to study, evaluate, and collect data for the development of new floodplain maps. As master planning moves forward, information for the different drainages is compiled, and risk levels are prioritized, staff will come forward to report to the Board and seek direction. He added that new floodplain maps will not be adopted by FEMA and/or the Town without public hearings, public input and discussion, and the approval of elected officials.

As a question of how much time staff is spending on flood recovery and floodplain management, Director Chilcott estimated that 80% to 90% of her time; and 95% of Floodplain Manager Birchfield’s time, is dedicated to flood-related matters. The remaining Community Development staff members are devoted to the day-to-day operations of the department. Additional personnel will be added
Town Administrator Lancaster commended Community Development staff for their work related to the flood, and Christy Crosser for her work on flood-related FEMA reimbursements. He reported that to date, the Town has received approximately $120,000 in reimbursements for the initial emergency response to the flood. Additional funds will be reimbursed as projects are completed. He said he is keeping a close eye on the budget and cash flow. Town Administrator Lancaster said paving of Fish Creek Road and crossings over Fish Creek will not be completed until infrastructure repairs are finalized. He said making temporary repairs that will ultimately be torn out is not a good investment, and no funds are budgeted for that purpose. He said the infrastructure repairs along Fish Creek are scheduled to be completed by late 2015, with permanent road repairs to follow. He said residents need to be patient while repair work continues and is completed. Repairs and repaving of Community Drive will be handled at the federal level, however, the road will be maintained and graded in the meantime. Asked about plans for removing sediment and debris from Lake Estes and the Fish Creek arm, Town Administrator Lancaster said that is under the Bureau of Reclamation’s (BOR) purview and that the BOR has stated that there are no plans for work in that area as it does not affect their operations. He said that upon direction from the full Town Board a letter could be sent to the BOR to request that this area be cleaned up as it is not aesthetically pleasing and poses a risk for the growth of noxious weeds.

The Committee requested that Director Chilcott provide a flood update to the full Board at the upcoming Town Board meeting. The update will be included with the Town Administrator’s Report.

- Verbal Updates –
  - Falcon Ridge – the Estes Park Housing Authority has requested a fee waiver for building permit and development fees for a proposed attainable housing project on Lot 4, Good Samaritan Subdivision. The fee waiver request is tentatively scheduled to come before the CDCS Committee on June 26th, and the Town Board on July 22nd. An annexation agreement exists for this property that describes the maximum allowed density. Although the proposed development has similar density, a revision of this agreement may be necessary related to the number of allowed units.
  - Estes Park Medical Center – a fee waiver request may be coming forward for the proposed north parking structure.
  - Craft Wine, Beer, Spirits – a report on this topic is scheduled for the Town Board meeting on May 27, 2014, at which time the Board may provide feedback and direction to staff. The topic is scheduled to be discussed by the EVPC at their June meeting and move forward to the Town Board in July. Trustee Phipps suggested that a Town Board Study Session be held on the topic. Staff recommended that a joint meeting of the EVPC and the Town Board be scheduled to discuss changes to the Estes Valley Development Code related to the manufacturing of craft liquors and any ramifications that might occur from the adoption of these changes. The Committee also proposed scheduling a special study session to discuss attainable housing, depending upon the outcome of the discussion regarding the Town’s role in housing at the Town Board Study Session scheduled for May 27, 2014.

There being no further business, Chair Ericson adjourned the meeting at 9:15 a.m.
Regular Meeting of the Estes Valley Board of Adjustment
April 1, 2014 9:00 a.m.
Board Room, Estes Park Town Hall

Board: Chair John Lynch, Vice-Chair Jeff Moreau, Members Bob McCreery, Wayne Newsom, and Pete Smith; Alternate Member Chris Christian

Attending: Chair Lynch, Members McCreery, Moreau and Newsom

Also Attending: Senior Planner Shirk, Planner Kleisler, Recording Secretary Thompson

Absent: Member Smith

Member Lynch called the meeting to order at 9:00 a.m. There was a quorum in attendance. He introduced the Board members and staff.

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

1. PUBLIC COMMENT
 None.

2. CONSENT
 Approval of minutes of the February 4, 2014 meeting.

   It was moved and seconded (McCreery/Newsom) to approve the Consent Agenda as presented and the motion passed 3-0, with one absent and Moreau not voting.

3. TRACT 61A OF THE AMENDED PLAT OF TRACTS 59, 61, 62 & 63, FALL RIVER ADDITION, 1350 Fall River Road

   Planner Kleisler reviewed the staff report. The applicant is Nick Kane, owner of Nicky’s Restaurant. The request is for variances from the following: 1) EVDC Section 6.3.C.2 which requires a variance for extensions of nonconforming structures; and 2) EVDC Section 7.6.E.1.a(2)(b) which requires all buildings and accessory structures be set back thirty (30) feet from the annual high-water mark of river corridors or, if not readily discernible, from the defined bank of the river. The applicant requests to complete structural repairs and raise the existing deck which was damaged in the September, 2013 flood.

   Planner Kleisler stated the applicant applied for a building permit to repair and raise the deck. Raising the deck would bring it level with an existing adjacent bridge and make it level with other existing deck areas. The applicant has been working with the Division of
Building Safety for permits and necessary floodplain documentation. The applicant requests to extend the deck slightly on the northeast corner to make it easier to raise it by the proposed fourteen (14) inches.

Planner Kleisler stated the application was routed to affected agencies and adjacent property owners. No significant concerns relating to public services were expressed. The deck is located within the regulatory floodplain, with one pier located in Fall River. Staff determined the essential character of the neighborhood would not be substantially altered with the approval of this variance, and the variance was not substantial. Raising the deck would provide greater clearance during high water. He stated the applicant has worked with the Town’s Chief Building Official/Floodplain Manager to ensure compliance with floodplain regulations. Planner Kleisler stated the deck could be repaired within one year of the event, according to the nonconforming guidelines. However, the variance is required due to the river setback regulations. Floodplain Manager Will Birchfield has approved a temporary floodplain permit for the work, dependent on the variance approval.

Public Comment

Thomas Beck/applicant representative stated they are trying to repair the existing deck. The existing deck, being lower than the bridge, caught a lot of debris and caused backflow into the parking lot and adjacent properties downstream. The existing railing would be replaced to meet current building codes. He stated the small expansion is a matter of convenience for construction, so all the joists would be the same size. The original deck was built after the Lawn Lake Flood in 1982. This was prior to the river setback requirement of thirty feet, which was adopted in 2000.

Warren Clinton/Town resident stated he owns property immediately west of Nicky’s. Mr. Clinton stated there is a sewer line extending above the river that also caught a lot of flood debris. Several large trees cleared the sewer line and the bottom of the deck, but one was caught under the deck. He was supportive of the variance request.

Will Birchfield, Chief building Official and Town Floodplain Manager stated staff supported raising the deck, and it would be a definite improvement.

Member and Staff Discussion

Planner Kleisler stated staff recommended approval of the two variance requests with conditions listed below.

Conditions
1. Compliance with the approved site plan; and
2. Note the high water marks from the 2013 flood on the building permit submittal for the deck remodel.
It was moved and seconded (Newsom/Moreau) to approve the variance requests with the findings and conditions recommended by staff and the motion passed unanimously with one absent.

4. REPORTS
   a. Planner Kleisler reported there will be a meeting in May to review variance requests for a residence at 1337 Clara Drive, and the Estes Park Transit Facility & Parking Structure.
   b. Planner Kleisler introduced Wesley Reichardt, the new full-time code compliance officer. Mr. Reichardt is a long-time Estes Park resident and looks forward to the new position.
   c. Member McCreery reported his term on the Board expires June 30, 2014, and he will not be seeking reappointment. He has served on the Board for several years and it has been a rewarding experience.

There being no other business before Board, the meeting was adjourned at 9:23 a.m.

________________________________________________________________________
John Lynch, Chair

________________________________________________________________________
Karen Thompson, Recording Secretary
Report

To: Honorable Mayor Pinkham
   Board of Trustees
   Town Administrator Lancaster

From: Scott Zurn, PE Special Projects Manager

Date: June 10, 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 floor area is nearing completion and was utilized for the wool market event. A special thanks to all the agencies including The Fire District and the State Electrical Inspectors that worked with Dohn Construction and the Town to utilize the main floor area that is not quite complete. Main bathrooms are receiving final finishes this week like tile floors and soon final toilet partitions. A final determination on the silo structure has been recommended. It has been decided by the design team and Town staff that raising the silo approximately 4 feet would result in a better aesthetic and a much more durable roofing situation as the agriculture silo roof interacts with the standing seam metal roof deck. Town staff is working with community development Department to determine what approvals are necessary to raise the silo height. Ongoing items such as painting, drywall, overhead doors, man doors and glass are work items underway and being completed.

Exterior flatwork is nearing completion and the Pavilion landscaping is wrapping up around the project. Landscaping improvements will begin soon at the MPEC. Again as mentioned before the Public Works Parks Division is designing and installing the landscaping in-house.

The delivery date for occupancy of the MPEC main event space has occurred and the additional height and addition of the second floor in the Silo is expected to add 14 weeks to the completion of the office areas.

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: Phil Kleisler, Planner I/Code Compliance Officer

Date: June 10, 2014

RE: Amendment to Good Samaritan Annexation Agreement

Objective:
Consideration of a request by the Housing Authority to amend an Annexation Agreement between the Town of Estes Park and The Evangelical Lutheran Good Samaritan Society.

Present Situation:
The Estes Park Town Board of Trustees unanimously approved the Good Samaritan Annexation Agreement (“Agreement”), annexation, rezoning and preliminary plat on October 23, 2001. The subdivision has been built out with the exception of Lot 4. The original Annexation Agreement limited the combined density on Lots 3 and 4 to 92 units (10 units per acre). This request is to amend the Agreement to allow for a combined density of 110 units, the maximum allowed when utilizing the Estes Valley Development Code Attainable Housing Density Bonus (or 12 units per acre).

This request is part of a larger development application package, which includes:

1. Development Plan: Development of 66 attainable housing units on Lot 4. The Estes Valley Planning Commission is the Decision-making body for the development plan and is scheduled to review it at their June 17, 2014 meeting;

2. Subdivision: Subdivision of Lot 4 into two lots, which will represent two separate phases of the project. The Town Board is the Decision-making body for this component of the application. The Board will review this subdivision, along with the Planning Commission’s recommendation, at the July 22, 2014 meeting;

3. Fee Waiver Request: The applicant, the Housing Authority, has requested a fee waiver for application fees. The Town Board of the Decision-making body for this request. The Board will consider this request, along with the Community Services/Community Development Committee’s recommendation, at the July 22, 2014 meeting.

4. Annexation Agreement: The Town Board will consider an amendment to the
Density Limitations
Section 27(g)(3) of the Agreement allows for a maximum development of 92 multi-family units on Lots 3 and 4. Forty-four (44) multi-family units have been constructed on Lot 3 as the Talons Points Project by the Housing Authority (12 units per acre).

Lot 4 was established as 5.473 acres, which would allow for a maximum of 44 units. The 2001 development plan approved with the Annexation Agreement proposed 44 units. According to the Estes Park Housing Authority, the project was tabled due to a downturn in the economy. Since this time the need for attainable housing in the Estes Valley has continued to rise.

The Housing Authority would like to utilize the Estes Valley Development Code Attainable Housing Density Bonus (§11.4), which will bring the density on Lot 4 from the original 44 units to the now proposed 66 units (or 12 units per acre).

Vesting Period
Section 28(c) of the Agreement states that “Development shall be completed on each of Lots 1, 2, 3, and 4 within 10 years of the effective date (the “Vesting Period”). Section 27(g) of the Agreement further states that the Town may rezone any undeveloped properties to RE-1 Rural Estate after ten (10) years. The Town has not exercised that right to rezone any properties, leaving the current zoning of Lots 3 and 4 as RM Multi-family. This request is to extend the vesting period for to fifteen (15) years from the date of this amendment.

Proposal:
The Town Attorney has provided an amendment to the Annexation Agreement for Town Board consideration. The amendment will allow:

- A maximum of 66 attainable housing units on Lot 4, which is the density proposed by the Falcon Ridge Development Plan; and
- Extend the Vesting Period to allow for both phases of the Falcon Ridge Development Plan.

Advantages:
- Allows for development on Lot 4 to utilize the Attainable Housing Density Bonus.
- The intent of the Estes Valley Development Code Attainable Housing Density Bonus is to create an incentive to provide a variety of attainable housing for persons living and/or working in the Estes Valley.

Disadvantages:
- Increases the density beyond what was originally contemplated.

Action Recommended:
Consideration of the proposed First Amendment to Annexation Agreement.
**Budget:**
Legal and publication fees are minimal.

**Level of Public Interest:**
As of June 5, 2014, staff has received one written public comment opposed to the proposed amendment (attached).

**Sample Motion:**
I move for the approval/denial of the proposed First Amendment to Annexation Agreement.

**Attachments:**
1. First Amendment to Annexation Agreement
2. Annexation Agreement dated October 23, 2001
3. Good Samaritan Land Uses
4. Public Comment
FIRST AMENDMENT TO ANNEXATION AGREEMENT

THIS AGREEMENT is effective the day of _______________ 2014, by and between the Estes Park Housing Authority, a Colorado housing authority, hereinafter referred to as the “Housing Authority” and the Town of Estes Park, a municipal corporation of the State of Colorado, hereinafter referred to as the “Town”.

WITNESSETH:

WHEREAS, the Evangelical Lutheran Good Samaritan Society and the Town entered into an Annexation Agreement effective the 23rd day of October, 2001, hereinafter referred to as the “Annexation Agreement”; and

WHEREAS, the Annexation Agreement addressed development of the property subject to the Annexation Agreement including development of Lot 3 and Lot 4 of the Good Samaritan Subdivision Plat, hereinafter referred to as “Lot 3 and/or Lot 4”; and

WHEREAS, following the effective date of the Annexation Agreement, the Housing Authority purchased Lot 3 and Lot 4 from the Evangelical Lutheran Good Samaritan Society; and

WHEREAS, the Housing Authority developed its Talons Pointe Project on Lot 3; and

WHEREAS, the Housing Authority is in the process of designing and, if approved, financing and constructing a multi-family attainable housing project on Lot 4 known as Falcon Ridge; and

WHEREAS, Section 27 of the Annexation Agreement limits development on Lot 3 and Lot 4 to a total of 92 multi-family attainable housing units; and

WHEREAS, the Housing Authority’s Talons Pointe Project on Lot 3 has 44 multi-family attainable housing units; and

WHEREAS, the Housing Authority has determined in order to develop and finance a multi-family attainable housing project on Lot 4, it is necessary to have a density of 66 multi-family attainable units; and

WHEREAS, the Housing Authority has filed land use applications for its Falcon Ridge Project with the Town’s Community Development Department for a multi-family attainable housing project totaling 66 multi-family attainable housing units on Lot 4; and
WHEREAS, in order for the Housing Authority to design, finance, construct, and operate the proposed Falcon Ridge Project on Lot 4, it is necessary to amend Section 27(g)(3) of the Annexation Agreement; and

WHEREAS, Section 27(h) and Section 28(c) of the Annexation Agreement provide a timeline for development of Lot 4 and established a ten year vesting period for development of Lot 4; and

WHEREAS, it is necessary to amend Section 28(c) of the Annexation Agreement to allow development of the Falcon Ridge Project on Lot 4 as proposed by the Housing Authority; and

WHEREAS, pursuant to the applicable provisions of the Estes Valley Development Code, sixty-six (66) multi-family attainable housing units plus associated facilities may be constructed on Lot 4; and

WHEREAS, the Housing Authority has the legal authority to enter into this First Amendment to the Annexation Agreement relating to Lot 3 and Lot 4 pursuant to the applicable provisions of the Annexation Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Section 27(g)(3) of the Annexation Agreement shall be amended to read as follows:

   (3) Lot 4. Sixty-six (66) multi-family attainable housing units including a clubhouse and other appurtenant structures shall be allowed on Lot 4.

2. Section 28(c) of the Annexation Agreement shall be amended to read as follows:

   (c) Development on Lot 4 shall be completed within fifteen (15) years of the effective date of this First Amendment to Annexation Agreement (the vesting period).

3. All of the other terms and conditions of the Annexation Agreement not amended herein shall remain in full force and effect.
ESTES PARKHOUSING AUTHORITY

By: ______________________________

STATE OF COLORADO  )
COUNTY OF _______________ ) ss.

The foregoing FIRST AMENDMENT TO ANNEXATION AGREEMENT was acknowledged before me this _____ day of ____________, 2014, by ______________________, Estes Park Housing Authority, a Colorado housing authority.

Witness my hand and official seal.

_______________________________ (S E A L)

Notary Public

My Commission expires: _____________________
TOWN OF ESTES PARK

By: ______________________________

Bill Pinkham, Mayor

ATTEST:

By: ______________________________

Town Clerk

STATE OF COLORADO  )
County of _______________  ) ss.

The foregoing FIRST AMENDMENT TO ANNEXATION AGREEMENT was acknowledged before me this _____ day of ________, 2014, by Bill Pinkham, as Mayor of the Town of Estes Park, a municipal corporation of the State of Colorado.

Witness my hand and official seal.

_________________________________
Notary Public

My Commission expires: ________________
Falcon Ridge History

• In 2001 the EPHA purchased Lots 3 and 4 from the Good Samaritan
• In 2002 the EPHA developed Lot 3, Talons Pointe, 44 units
• A preliminary Development plan for Lot 4 in 2002 was for 48 Homeownership units.
• Placeholder
• Due to the economic downturn this plan for Lot 4 was shelved
Falcon Ridge History

• In October 2012 the EPHA participated in a Design Charrette
• It was indicated that the property would allow for 66 affordable units utilizing the ‘density bonus’
• The 2 phase concept was developed
• By late 2013 it was obvious that the timing was right for a Rental project
Falcon Ridge

- We began the development process in late 2013 to build 45 Rental Units
- The additional 21 units are reserved for future needs
- Tax Credits
- CDBG-DR funding
- To date the EPHA has spent $145,338 on predevelopment expenses
Phase One Housing Breakdown:

**Townhomes:**
- 15 (2) Bedroom Units
- 6 (3) Bedroom Units
- 21 Total Townhomes

**Flats:**
- 16 (1) Bedroom Units
- 8 (2) Bedroom Units
- 24 Total Flats

Total Units in Phase One = 45

Phase One Parking Breakdown:
- 5 Handicap Parking Spaces
- 92 Standard Parking Spaces
- 97 Total Parking Spaces

Phase One Trash Enclosures:
- 4 Trash Enclosures

Falcon Ridge Affordable Housing
Concept Site Plan
Need

• The need for rental housing is huge

• Vacation Rentals, lack of any new rentals, flooding issues

• On the day of the flooding in 2013 there was not a single vacancy in any of the EPHA’s units

• Market Study
Annexation Amendment

• What we are asking for in density is what is allowed by the current development code
ANNEXATION AGREEMENT

THIS AGREEMENT is effective the 23rd day of October 2001, by and between The Evangelical Lutheran Good Samaritan Society, a North Dakota non-profit corporation, hereinafter referred to as “Owner,” and the Town of Estes Park, a municipal corporation of the State of Colorado, hereinafter referred to as “the Town”.

WITNESSETH:

WHEREAS, the Town has received a petition for annexation of the property more particularly described on Exhibit A, which is attached hereto, incorporated herein, and made a part hereof (such property is hereafter referred to as “the Property”); and

WHEREAS, the Owner has requested zoning for the Property, more particularly described on Exhibit “B”, which is attached hereto and incorporated herein; and

WHEREAS, the Owner has submitted a Preliminary Plat which was approved by the Estes Valley Planning Commission on October 16, 2001; and

WHEREAS, the Estes Valley Planning Commission has approved the Development Plan for Lot I of the Property which is incorporated herein by this reference; and

WHEREAS, it is to the mutual benefit of the parties hereto to enter into this agreement regarding the annexation and development of the Property in the Town and other matters as set forth herein; and

WHEREAS, Owner acknowledges the Property is subject to all ordinances, resolutions, and other regulations of the Town, as they may be amended from time to time; and

WHEREAS, Owner acknowledges that the need for conveyances and dedication of certain property, including, but not limited to, property for rights-of-ways and easements to the Town as contemplated in this Agreement, are directly related to and generated by development intended to occur within the Property; and

WHEREAS, part of the consideration for the annexation of the Property into the Town is the execution and approval of this Annexation Agreement by the parties.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES AND THE COVENANTS AS HEREINAFTER SET FORTH, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Incorporation of Recitals. The Parties confirm and incorporate the
foregoing recitals into this Agreement.

2. **Purpose.** The purpose of this Agreement is to set forth the terms and requirements of the annexation and development of the Property in the Town. Except as expressly provided for herein to the contrary, all terms and requirements herein are in addition to all requirements contained in the Estes Valley Development Code, the Estes Valley Comprehensive Plan and the Municipal Annexation Act of 1965, as amended, C.R.S., Section 31-12-101, et seq.

3. **Zoning and Land Use.** The parties recognize that it is the intent and desire of Owner to develop the Property generally consistent with the zoning and land uses set forth in Paragraph 12 below, and that the granting of such zoning by the Town is a material consideration of the Owner's agreement to annex the Property to the Town.

4. **Municipal Services.** The Town agrees to make available to the Property all of the usual municipal services provided by the Town in accordance with the ordinances and policies of the Town. The services provided by the Town include, but are not limited to, police protection, water, electricity, and fire protection. Owner acknowledges that Town services do not include, waste water services which are provided by the Upper Thompson Sanitation District.

5. **Public Improvements.** Required public improvements shall be designed and constructed to Town standards by Owner and at Owner's expense. Owner further agrees to provide financial guarantees for construction of all required improvements as set forth in each phase of the development and to dedicate to the Town any or all of the improvements as required by Town ordinances.

6. **Streets and Arterial Roads.** On-site and required off-site streets in the public right-of-way shall be designed and constructed to Town standards by Owner at Owner's expense.

7. **Land Dedication.** The dedication or reservation of private open space, public easements for utilities, rights-of-way for streets and other public ways shall be by subdivision plat or appropriate instrument of conveyance acceptable to the Town. Such dedications shall occur at the subdivision of the Property unless the Town specifies another time. The Town and the Owner agree that such dedications are directly related to and generated by the development intended to occur within the Property and that no taking thereby will occur requiring any compensation.

8. **Water and Waste Water Utilities.** On-site and required off-site water and waste water mains and appurtenances shall be constructed to Town and Sanitation District standards by Owner at Owner's expense.

9. **Zoning and Land Use.** It is intended by both parties that the full area,
exclusive of dedicated private open space, will be zoned and developed generally as described in Exhibit "B" attached hereto and incorporated herein.

10. **Conformity with Laws.** Owner agrees that the design, improvement, construction, development, and use of the Property shall be in conformance with all applicable laws and ordinances and that Owner shall comply with all Town ordinances, resolutions and regulations including, but not limited to, ordinances, resolutions and regulations pertaining to annexation, subdivision, zoning, storm drainage, utilities, access to Town streets and flood control, unless specific provisions of this Agreement provide otherwise.

11. **No Repeal of Laws.** Nothing contained in this Agreement shall constitute or be interpreted as a repeal of the Town's ordinances or resolutions, or as a waiver of the Town's legislative, governmental, or police powers to promote and protect the health, safety, and welfare of the Town and its inhabitants, nor shall this Agreement prohibit the enactment or increase by the Town of any tax or fee.

12. **Disconnection.** In the event that the Town, either by Town Board action or inaction or by initiative or referendum, takes any action contrary to the Developer's vested property rights, as described in Paragraph 34, Owner, in its sole discretion, shall have the option to disconnect the Property from the Town. In such event, Town agrees to act in good faith to accomplish such disconnection as expeditiously as possible. In the event of any disconnection as permitted in this Paragraph, the following shall apply:

(a) Individual development projects (i.e. for which final plats or plans have been approved) within the Property which have been built up to 25% of anticipated final buildout shall not be included in any disconnection of the Property;

(b) In the event of an action by the Town which would give rise to the disconnection remedy set forth herein, the Owner shall give the Town at least sixty (60) days written notice of such default and their intention to seek disconnection, and the Town shall have a right to do any act which would remove or terminate the Owner's right to disconnect the Property pursuant to the provisions of this paragraph during the above stated sixty (60) day period.

13. **Severability.** The Parties agree that if any part, term, portion, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado or any federal law, the validity of the remaining parts, terms, portions, or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, portion, or provision held to be invalid.

14. **Owners’ Association/Covenants.** Owner may organize a unit owners’ association or associations if appropriate for given parcels and/or unit types for the
development of the Property including ownership of private open space and/or outlots located on the Property. If so, Owner shall form the association(s) pursuant to the Colorado Common Interest Ownership Act ("Act"), C.R.S. Section 38-33.3-101, et seq. The Owner shall also execute and record covenants and instruments of conveyance which comply with the Act and which adequately provide for continuous ownership, operation, maintenance, repair and replacement of common elements of the development including, but not limited to, any private roads, private common areas, private open space, outlots, and private facilities. If any portion of the Property is condominiumized, the Owner shall obtain Town subdivision approval pursuant to the applicable provisions of the Estes Valley Development Code.

15. **Future Cooperation.** The Parties agree that they will cooperate with one another in accomplishing the terms, conditions, and provisions of the Agreement and will execute such additional documents as necessary to effectuate the same.

16. **No Joint Venture or Partnership/No Assumption of Liability.** Nothing contained in this Agreement is intended to create a partnership or joint venture between the Town and the Owner and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not provide for the joint exercise by the Parties of any activity, function or service, nor does it create a joint enterprise, nor does it constitute any Party hereto as an agent of the other Party hereto for any purpose whatsoever. Except as specifically otherwise provided in this Agreement, no Party shall in any way assume any of the liability of the other Party for any act or obligation of the other Party.

17. **Amendment.** This Agreement may be amended only by mutual agreement of the Town and Owner. Such amendments shall be in writing, shall be covenants running with the land, and shall be binding upon all persons or entities having an interest in the Property subject to the amendment unless otherwise specified in the amendment.

18. **Entire Agreement.** This Agreement embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties.

19. **Owner.** As used in this Agreement, the term "Owner" shall include any of the transferees, successors, or assigns of Owner, and all such Parties shall have the right to enforce this Agreement, and shall be subject to the terms of this Agreement as if they were the original parties thereto. In the event of a transfer of all or any portion of the Property, the transferring Owner shall be relieved of any and all obligations under this Agreement which arise after the date of such transfer with respect to the transferred Property, provided that the transferee assumes in writing all such obligations. Said written assumptions of all obligation and release of liability shall be effective only upon receipt and written approval by the Town.
20. **Amendments to Law.** As used in this Agreement, unless otherwise specifically provided herein, any reference to any provision of any Town ordinance, resolution, regulation, or policy is intended to refer to any subsequent amendments or revisions to such ordinance, resolution, regulations, or policy, and the Parties agree such amendments or revision shall be binding upon Owner. Notwithstanding the above, in the event that any provision of this Agreement is ambiguous and needs to be interpreted by referencing other documents, the Town ordinances, resolutions, regulations, or policies in effect upon the effective date of this Agreement shall control as to any ambiguity or interpretation of the terms and conditions of this Agreement.

21. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and the transferees, successors, and assigns hereof, and shall constitute covenants running with the land. This Agreement shall be recorded with the County Clerk and Recorder of Larimer County, Colorado, at Owner's expense. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

22. **Breach of Agreement.**

(a) **Breach by Owner, Town's Remedies.** In the event of a default or breach by the Owner of any term, condition, covenant, or obligation under this Agreement, the Town may take such action as it deems necessary to protect the public health, safety, and welfare; to protect lot buyers and builders, and to protect the citizens of the Town. The Town's remedies include:

(I) The refusal to issue to the Owner any development permit, building permit, or certificate of occupancy;

(II) A demand that the security given for the completion of the public improvements be paid or honored;

(III) The refusal to consider further development plans within the Property, and/or

(IV) Rezone the Property or any portion thereof which has not been developed;

(V) Any other remedy available at law.

Unless necessary to protect the immediate health, safety, and welfare of the Town or Town residents, the Town shall provide the Owner ten (10) days' written notice of its intent to take any action under this Paragraph during which ten-day period the Owner may cure the breach described in said notice and prevent further action by the Town.
(b). **Breach by Town, Owner's Remedies.** The Parties agree that in the event of a breach by the Town of this Agreement, Owner will have the right to seek only the remedies provided for impairment of Owner's vested property rights as set forth in Section 24-68-105, C.R.S and or disconnection of the Property or a portion thereof.

23. **Cost Reimbursement.** All legal, engineering, planning, publication and other costs incurred by the Town will be reimbursed by Owner. The parties agree that the Owner shall not be responsible to the Town for any litigation cost, including attorneys' fees and court costs, incurred by the Town as a result of any third party claim made against the Town arising out of the terms and conditions of this Agreement.

24. **Attorney's Fees.** If any Party breaches this Agreement, the breaching party shall pay the non-breaching party's reasonable costs and attorney's fees incurred in the enforcement of the terms and conditions of this Agreement.

25. **Transfer of the Property.** Owner shall notify the Town, in writing of, any sale or transfer of the Property, and the name, address, and telephone number of the transferee. Upon the sale or other transfer of any portion of the Property, the transferor of such portion shall be released from all liability and obligation under this Agreement relating to such portion provided that all such liabilities and obligations shall be assumed by the transferee pursuant to the terms and conditions of paragraph 19 above. (unless transferee is a home buyer, a buyer of developed commercial property, or governmental entity).

26. **Town Enactments.** Nothing contained in the Agreement shall constitute or be interpreted as a repeal of existing codes, ordinances or as a waiver of the Town's legislative, governmental, or police powers to promote and protect the health, safety, and general welfare of the Town or its inhabitants; nor shall this Agreement prohibit the enactment by the Town of any fee which is of uniform or general application.

27. **Specific Provisions.** The Parties agree to be bound by the following provisions which are acknowledged by the Town to provide substantial public benefits to the Owner, citizens of the Town and the public at-large:

   (a) **NCWCD and Municipal Subdistrict Inclusion.** The Owner, at its sole expense, shall petition for inclusion of the property within the Northern Colorado Water Conservancy District and the Municipal Subdistrict of the Northern Colorado Water Conservancy District. Owner shall pursue the inclusion of the property within the District and the Subdistrict.

   (b) **Wetlands.** There exists wetlands running from the western boundary of the property to the eastern boundary of the Property. Said wetlands shall be placed in an outlot at the time of subdivision of the Property. Owner shall provide for wetlands to be permanently held and maintained by the Owner or a duly formed association as more fully set forth in paragraph 14 above.
(c) **Impact Fees.** The Owner agrees that the Town may enact by ordinance one or more impact fees for purpose of mitigating impacts to the Town caused by development within the Town so long as said fee or fees are general in nature and do not specifically impact only this Property.

(d) **Attainable Housing.** The Owner and the Estes Park Housing Authority (the "Housing Authority") have entered into a Memorandum of Understanding which outlines the purchase of a portion of the Property (Lots 3 and 4 of the Preliminary Plat) by the Housing Authority. Incorporated herein by reference is the Development Plan for the Housing Authority's proposed development on Lots 3 and 4. In the event Owner and the Housing Authority are unable to develop said lots as more fully set forth in the Development Plan, Owner shall have the right to develop lots 3 & 4 as an attainable housing project pursuant to the terms and conditions of the Estes Valley Development Code. This includes the right to transfer Lots 3 & 4 to another entity and/or person for the purpose of developing an attainable housing project. In no event shall any attainable housing project developed on Lots 3 & 4 exceed maximum development provisions set forth in paragraph 27 (g) (3) below. In the event the Housing Authority or another entity or person does not utilize Lots 3 and 4 for attainable housing, the Owner shall be entitled to develop Lots 3 & 4 for a total of four single-family lots to be deed restricted prohibiting further subdivision of said Lots and deed restricted to single-family dwellings; or the Owner may develop a total of 40 elderly duplex units and/or employee housing duplex units as part of the development on Lot 1.

(e) **Lot 1 Development.** Development on Lot 1 shall be allowed as more fully set forth in the Development Plan for Lot 1 subject to special review approval of the Development Plan.

(f) **Church.** Lot 2 is proposed to be used for a church. That use shall be contingent upon rezoning of Lot 2 to allow this type of use and approval of a Development Plan for a church. In the event said rezoning is not granted or the Development Plan is not approved for a church or the Owner does not transfer Lot 2 to a church, the Owner shall be allowed to develop Lot 2 as follows: 1) Two single-family residential lots; or 2) Sixteen elderly duplex units; or 3) Sixteen employee housing duplex units. If the Owner develops the sixteen elderly duplex units or sixteen employee housing duplex units, the Owner shall incorporate those units as a part of the development on Lot 1. The Owner may develop both elderly and employee housing duplex units in any combination so long as the total number of units does not exceed 16 duplex units. The 16 duplex units shall be subject to appropriate rezoning of Lot 2 to allow said use and/or any necessary Development Plan approval.

(g) **Maximum Development.** As consideration for the annexation, rezoning and subdivision of the Property, the Parties agree that the maximum
development on the Property shall be as follows:

(1) Lots 5 – 12. 8 single family lots. There shall be no further subdivision of Lots 5 – 12 and the lots shall be deed restricted to single-family dwellings.

(2) Lot 1. 46 residential duplex units, 34 congregate living units, 24 assisted living units.

(3) Lots 3 and 4. 92 multi-family attainable housing units or, 4 single-family residential lots, or 40 duplex units as more fully set forth in subparagraph 27 (d) above.

(4) Lot 2. One church or, 2 single-family residential lots or, 16 duplex units as more fully set forth in subparagraph (f) above.

(h) Failure to Develop. Owners understand and specifically agree that if the Property or any portion thereof is not developed as provided in paragraph (g) above, the Town reserves the right to consider rezoning of the Property or any undeveloped portion thereof upon the expiration of the vesting period as set forth in paragraph 28 below. Said rezoning shall be limited to RE-1 Rural Estate zoning.

(i) Honda Water Line. Owners acknowledges that there is a Cost Reimbursement Agreement for the water line located within Dry Gulch Road which requires any person or entity using that water line to reimburse the installing entity constructing said water line pursuant to the terms and conditions of the Cost Reimbursement Agreement.

(j) Height Variance. The height of the congregate care facility to be constructed on Lot 1 exceeds the height limitation in the Estes Valley Development Code. Owner shall seek and obtain a variance from the Estes Valley Board of Adjustment for the height of the congregate care facility. In the event that the Estes Valley Board of Adjustment does not grant said height variance, the Owner shall amend its Development Plan for Lot 1 to reduce the height of the congregate care facility to comply with the requirements of the Estes Valley Development Code.

28. Vested Rights. In recognition of the land size of the development contemplated under this Agreement, the substantial investment and time required to complete the development of the project, the phased development of the project, and the possible impact of economic cycles and varying market conditions during the course of the development, the Owner and the Town agree that the vested property rights established under this Agreement shall commence on the effective date of this Agreement and shall continue as follows:

(a) Development shall commence on Lot 1 within 1 year of special review approval of the Development Plan; and
(b) Development shall commence on each of Lots 2, 3, and 4 within 3 years of the effective date of this Agreement; and

(c) Development shall be completed on each of Lots 1, 2, 3, and 4 within 10 years of the effective date (the "Vesting Period")

"Vested rights" shall apply only to zoning and land use approvals once those approvals have been made. After the expiration of the Vesting Period, such vested rights shall be deemed terminated and of no further force or effect; provided, however, that such termination shall not affect (a) the annexation of the Property to the Town; (b) any common-law vested rights obtained prior to such termination; (c) any right arising from Town building permits issued prior to the expiration of the vesting period; or (d) any subdivision of the Property.

29. Notice. All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by facsimile transmission or first class mail, postage prepaid to the addresses of the parties herein set forth. All notice by hand-delivery shall be effective upon receipt. All facsimile transmissions shall be effective upon transmissions receipt, provided a hard copy is mailed the same date. All notices by mail shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party, by notice so given, may change the address to which future notices shall be sent.

Notice to Town:  
Town of Estes Park  
Attn: Rich Widmer, Town Administrator  
P.O. Box 1200  
Estes Park, CO 80517

Notice to Owner:  
The Evangelical Lutheran Good Samaritan Society  
Attn: Dave Horazdovsky, Chief Operating Officer  
P.O. Box 5038  
Sioux Falls, SD 57117-5038

30. No Third Party Rights. This Agreement is made solely for the benefit of the Parties hereto and is not intended to nor shall it be deemed to confer rights to any persons or entities not named as Parties hereto.

31. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Larimer County, Colorado.

32. Heading. The Paragraph headings in this Agreement shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.
33. **No Warranties by the Town.** The Town is entering into this Agreement in good faith and with the present intention, on the part of the present Town Board, that this Agreement will be complied with. However, because some of the provisions of this Agreement may involve areas of legal uncertainty, the Town makes no representation as to the validity or enforceability of this Agreement and that no such warranty is made on the part of the Town. The Owners acknowledge that the annexation and zoning of the Property are subject to the legislative discretion of the Board of Trustees of the Town. No assurances of annexation or zoning have been made or relied upon by the Owners. In the event that, in the exercise of its legislative discretion, any action with respect to the Property herein contemplated is not taken, then the sole and exclusive remedy for the breach hereof shall be the withdrawal of the petition for annexation by the Owners, or disconnection from the Town in accordance with state law, as may be appropriate.

34. This Agreement shall be null and void if the Town fails to approve the annexation, rezoning and/or subdivision of the Property as provided herein.

35. **Disconnection of the Property – Utility Services.** In the event of disconnection of the Property or a portion thereof from the Town as a result of the default of the Town in the terms and conditions of this Agreement, the Town shall continue to provide municipal electric service and water service to the Property if and to the extent said utility service was provided prior to disconnection. Rates payable for said services following disconnection shall be out-of-town rates pursuant to the Town's utility rate structure.

TOWN OF ESTES PARK, COLORADO, A MUNICIPAL CORPORATION

By: [Signature]
Mayor

ATTEST:

By: [Signature]
Town Clerk

Subscribed, sworn to and acknowledged before me this 25 day of October 2001.

My Commission expires: 10/30/2002

[Signature]
Notary Public
THE EVANGELICAL LUTHERAN GOOD SAMARITAN SOCIETY

By: ____________________________

Subscribed, sworn to and acknowledged before me this 2nd day of November 2001.

My Commission expires: __2-17-02__

Mary K. Fick
Notary Public
LEGAL DESCRIPTION

Good Samaritan First Addition

A portion of Section 20, Township 5 North, Range 72 West of the 6th P.M. more particularly described as follows:
Commencing at the NW corner of said Section 20;
Thence along the West line of said Section 20 S01°31'28" W 1320.53' to the TRUE POINT OF BEGINNING;
Thence S 89°54'48" E 1050.00';
Thence S 66°48'47" W 1155.55' to the West line of said Section 20;
Thence along the West line of said Section 20 N 01°31'28" E 456.73' to the TRUE POINT OF BEGINNING.
CONTAINING 5.503 ACRES

Good Samaritan Second Addition

A portion of Section 20, Township 5 North, Range 72 West of the 6th P.M. more particularly described as follows:
Commencing at the NW corner of said Section 20;
Thence along the West line of said Section 20 S 01°31'28" W 329.55' to the TRUE POINT OF BEGINNING;
Thence S 89°54'11" E 1596.32';
Thence N 00°05'49" E 60.00';
Thence S 89°54'11" E 618.01' to the Easterly Right-of-Way of Dry Gulch Road;
Thence along said Right-of-Way S 27°59'12" W 465.17';
Thence along a tangent curve, concave to the East with a radius of 79.31', a delta of 15°43'47", and a chord of S 20°07'19" W 217.93' a distance of 218.62';
Thence S 12°15'25" W 222.65';
Thence along a tangent curve concave to the West with a radius of 1191.48', a delta of 5°09'59", and a chord of S 14°47'35" W 107.40' a distance of 107.43';
Thence S 17°25'24" W 252.58';
Thence S 13°45'57" W 87.46';
Thence S 01°34'55" E 120.29';
Thence S 07°24'37" E 124.21';
Thence leaving said Right-of-Way N 89°54'48" W 1801.25';
Thence N 66°48'47" E 1155.55';
Thence N 89°54'48" W 1050.00' to the West line of said Section 20;
Thence N 01°31'28" E 990.98' to the TRUE POINT OF BEGINNING.
CONTAINING 59.149 ACRES.
Lots 1, 3 and 4 – Shall be zoned RM Multi-Family Residential District
Lots 2, and 5 through 12 – Shall be zoned E-1 Estate District
of the Good Samaritan First and Second Addition.
Rezoning

- **SINGLE FAMILY**
  (E-1 – deed restricted, 16 acres)

- **SENIOR LIVING**
  (RM – 17.5 acres)

- **OPEN SPACE**

- **ATTAINABLE HOUSING**
  (RM – 25 acres)

- **CHURCH**
  (E-1 – 3.7 acres)
Comment, Falcon Ridge

Craig Seaver <crseaver@me.com>
To: townclerk@estes.org
Cc: Kruger Steve <kayandkrug@outlook.com>

Wed, Jun 4, 2014 at 5:52 PM

Attached please find our thoughts on the Falcon Ridge development project for the Town Board's review.

Thanks,
Craig & Pamela Seaver
1655 Gray Hawk Court
Estes Park, CO 80517
970-577-6667
crseaver@me.com

[NIMF 1.docx]
4141K
1655 Gray Hawk Court  
Estes Park, CO 80517  
3 June 2014

Estes Park Town Board  
Estes Park, CO 80517

Dear Board Members,

We are homeowners with property abutting the proposed Falcon Ridge apartment complex. While we understand the need for workforce or affordable housing in Estes Park, we believe it should be done with consideration for those whose property will be directly affected by the project. With that in mind, we seek some modification of the plans to make the end product more in keeping with the neighborhood and less obtrusive and financially harmful to folks who have invested there to this point.

Although this board is not in charge of configuring the development, it can contribute to making it more reasonable in dimension by denying the requested increase in density. We view this as a common sense move in the direction of a project that fits into its surroundings rather than overpowering them.

Lest this be classified as the NIMBY (not-in-my-back-yard) phenomenon, let me say that it is not, for two reasons. First, we do not object to the building of a project on land that was acquired with such development as one of its potential uses. While we would prefer one of the other, less intensive uses that was foreseen for the land, we recognize this kind of use as legitimate. Second, this project is not so much in our back yard as in our face. Fifteen feet from our back line, a 21-foot high, 100+ foot long building will appear, effectively reducing our view to that building and the sky above it. Thus, we consider this a case of NIMF; while not as catchy, not-in-my-face is more accurate.

Reducing the number of proposed units would allow some better spacing and buffering of the project. With a reconfiguration of the buildings, perhaps fewer two-story units would be needed; those two-story buildings could be placed at the lower elevations to reduce their impact on established views. It certainly seems that the buildings could be so arranged and distributed so as to give everyone a share of the wonderful prospect toward Lumpy Ridge from this north-sloping piece of land. Those of us who have invested in property here have done so partly because of those views, and to have them summarily blocked robs us of value in a real and demonstrable sense.
Cornerstone Engineering was kind enough to look at the Falcon Ridge plans with me, and to help determine the ridge height of the building directly behind us. We came up with a height of 21 feet above the existing ground level. With my extension ladder and an attached marker we created a 21’ indicator, and had our son step off 15-feet into the property and hold the ladder upright. The marker fell right at the top of Lumpy Ridge in the view from our deck.

Since running this experiment we have realized that the peak height would actually be farther away, because it would occur at the middle of the building. Still, the photo demonstrates the approximate percentage reduction in outlook that the building as proposed would effect. Being able to see the topmost points of Lumpy above the apartments’ ridge vent would not go far as recompense for all that was taken away.

Falcon Ridge is proposed at 38% larger (66 units) than the original annexation agreement called for (48 units). That is really packing them in. Surely, the original density could significantly improve the town’s attainable housing picture, and with a little give-and-take could keep us neighbors feeling a lot better about it.

Whatever hardship it is that causes the Community Development Department to seek these revisions to its original annexation agreement, that hardship needs to be balanced against the harms that inconsiderate overdevelopment will wreak upon the site’s neighbors.
Thank you for your consideration.
Craig & Pamela Seaver
Steve Kruger <kayandkrug@outlook.com>  
To: "townclerk@estes.org" <townclerk@estes.org>  

Wed, Jun 4, 2014 at 6:25 PM

Jackie,
I am attaching a letter in regards to Falcon Ridge that I wish put into the Trustee packets for the meeting on June 10. 
Please confirm by email that you have received.
Thank you,
Steve and Kaylyn Kruger
1715 Gray Hawk Ct

Sent from Windows Mail

Falcon Ridge 2.docx
22K
5/28/2014

Mr. Mayor and Town Trustees,

I am writing concerning the postcard sent out by the Estes Park Community Development Department for a meeting being held on June 10, 2014. The purpose of this meeting is to discuss a revision to the Good Samaritan Annexation Agreement, Lot 4, Good Samaritan Subdivision.

Folks, from the start I will say, I support the concept of Falcon Ridge. I agree with the Falcon Ridge development ONLY under the terms of the original Annexation Agreement of 48 units. I DO NOT support the increased density proposal of 66 units. This increase would add an additional 18 units to Falcon Ridge.

It is clearly stated in the Annexation Agreement signed on October 23, 2001:

(D): In no event shall any attainable housing project developed on Lots 3 and 4 exceed maximum development provisions set forth in paragraph 27 (G) (3)

(3): Lots 3 and 4. 92 multi-family attainable housing units or 4 single family residential lots, or 40 duplex units as more fully set forth in subparagraph 27 (D).

As I read on with the annexation agreement, I find subheading (H): Failure to Develop:

Owners understand and specifically agree that if the property or any portion thereof is not developed as provided in paragraph (G) above, the Town reserves the right to consider rezoning of the Property or any undeveloped portion thereof upon the expiration of the vesting period as set forth in paragraph 28 below. Said rezoning shall be limited to RE-1 Rural Estate Zoning.


Development shall commence on each of Lots 2, 3 and 4 within 3 years of the effective date of this agreement.

(C): Development shall be completed on each of Lots 1, 2, 3 and 4 and within 10 years of the effective date (the “Vesting Period”)

“Vested Rights” shall apply only to zoning and land use approvals have been made. After the expiration of the Vesting Period, such vested rights shall be deemed terminated and no further force or effect; provided, however, that such termination shall not affect (A) the annexation of the property to the town; (B) any common law vested rights obtained prior to such termination; (C) any right arising from town building permits issued prior to the expiration of the vesting period; (D) any subdivision of the property.

If I read this correctly, we are looking to make a revision to an agreement that expired on October 23, 2011. At the passing of the date, the lot is now zoned as RE-1. If I am reading the annexation agreement correctly?

The language used seems pretty clear, no more than 48 units. At some point when this property was sold, someone had the foresight that the Housing Authority, may want to over build this project. I would have to guess that is why the seller put a limit of 48 units on the condition of the sale. Well, here we are because the Housing Authority is trying to put a 10 gallon property in a 5 gallon space.
Furthermore, the language of the Annexation Agreement makes it clear that the time frame for this development has lapsed and the property is now RE-1.

As a citizen of Estes Park, I am also concerned at the matter in which the Housing Authority is conducting their business. To complicate this issue, the meeting has been moved up, set at different times and so on. It makes it very difficult to plan and prepare yourself. The homeowners of the Neighborhood will be the most affected. We as residents would like to be informed and have a chance to participate. According to Matthew Heiser, Co-Chair of the Housing Authority he has always wanted an open dialogue about Falcon Ridge. Ironically, we spoke to him for the first time at the Trustee work session on May 27, 2014. I guess an open dialogue to the Housing Authority is to wait for the most impacted people to approach them first. No one from the Housing Authority has made any attempt to speak with us. Until the work session, we in the Neighborhood had very little information to work from. The best information we could get was from some of the folks who staked out the field. As one person put it to me who was pounding stakes in the field...“Dude they are gonna screw you guys so bad, you are gonna have homes right on top of you.” Maybe not the most politically correct dialogue, but it makes us feel that way. I strongly recommend that before you vote on this issue that the Mayor, Trustees and Housing Authority come to the Neighborhood and surrounding areas and view the proposal from our property and our viewpoint. If the town wants to be the catalyst for change, then involve everyone and make a decision that works for Estes Park and its residents. This request for a revision of an expired annexation agreement needs to be tabled until all the parties can meet.

I am also concerned that the Housing Authority is not being required to follow what I have understood to be the normal protocol of a development. I thought we all had to submit plans to the Planning Commission, then go through the process with them. Once the Planning Commission was done, it was sent on to the Trustees for the final approval. It seems that the normal system of checks and balances is not being followed by the Housing Authority. It appears to the outsider that if the Housing Authority or the Town wants to develop something, they get to skip the normal protocol of the tax paying citizen and violate agreements and generally make up the rules as they go at the cost of the town citizens.

Folks, I think the original intent of 48 units, not 66, is a plausible idea. I do think the plan with the 66 units on it is wrong. Of all the things Estes Park is famous for is maintaining its most natural look. I have admired the ability of developers to blend housing developments and homes into the scenery. Cramming 66 units into this space is not in the taste or the consistency of other developments within the city. The plan needs to be looked at and revised and follow the original agreement of 48 units (which is now expired).

On a personal level, I could live with 48 units being built behind my home, if it was more centered to the property and in line with what was done with Talons Point. The natural grade of the land would allow two story condos to blend into the scenery and not completely rob us homeowners of our view and privacy. Having a two story condo 15 feet away from property and 21 feet above my home, will destroy any view value placed on my home. I will also have 4 upstairs windows looking directly into my backyard and bedroom. Neither the occupant of the condo or my family will have any privacy. When I purchased my home, I did do my homework and was well aware that 48 Talons Point style buildings would be built. I was also told that the Annexation Agreement between Good Sam and the Housing Authority was due to expire in 3 years. I assumed a couple of years ago that terms had expired and that it was zoned RE-1 for private residence. I made the financial investment in my home, based on the
information about 48 units. We all rely on the information to be accurate and followed based on the contracts of purchase. After gathering information about Falcon Ridge and its proximity to the borders of the land, I contacted 3 appraisers, two from the area and one from Longmont. Between the three appraisers, who came and looked at my property and the proposed Falcon Ridge project, they all individually informed me I could expect to lose $10,000-$22,000 in resale value. If Falcon Ridge is built (48 units) and more in line with Talons Point, I would lose $2000-$5000 in resale value. As one appraiser put it, “Lose your view, lose value, the more view you lose, the, more value you lose.” I am no different than anyone else. I did pay more for the view. I also paid knowing that 48 units could be built, not 66. The Housing Authority as a branch that represents Estes Park residents and works for the benefit of its residents; has to tell both sides of the story. If someone within the Housing Authority wants to increase the density of an annex agreement by 18 units, what is the fallout? Will there be an impact to the residents of the Neighborhood and surrounding areas? If so, how much negative impact for each resident? I think as a taxpayer and homeowner, the Housing Authority owes us an impact study to determine and define what I and my neighbors stand to lose. If the negative impact on my home is in the thousands of dollars as has been predicted, is the Housing Authority willing to pay all of us the amount that is determined by an appraiser? I think before the Housing Authority is given any latitude to increase the density, they owe us both sides of the story to those who have already made a commitment to the city by buying a home and making a commitment to Estes Park. When I read the Annexation Agreement, The Housing Authority appears to have crossed the T’s and dotted the I’s with all of their studies. The one study missing though is financial impact to the Neighborhood and surrounding areas. If the elk and the osprey get their study, the residents should as well. I would also like a study done to see how many people who commute to Estes Park from the valley are willing to sell their homes in the valley for a subsidized rental unit in Estes Park. I also would like the study to address the residents of Estes Park who commute to the valley for jobs and determine how many would quit their jobs to work in Estes Park. Based on the current help wanted adds the most common jobs are in the retail, housekeeping and restaurant fields. All jobs that historically follow the tourist season and disappear, right behind the tourist. Very few of these positions would sustain anyone for 12 months. I also think it would merit attention as to how the Housing Authority would maintain a checks and balances system with 48 new units or 66 units as to how many people would reside in Falcon Ridge and continue to commute to the valley for work, while collecting a rent subsidy in Estes Park. Another concern is creating the ability for people to finally “live the dream” in Estes Park, work in the valley and have their rent subsidized by Estes Park.

I am not under estimating the housing issue in Estes Park. I have read the Housing Report conducted in 2008. However, the housing crisis seems to always rear its head during this time of the year, due to the summer workforce. I do think the Housing Authority is using the flood to their advantage as justification for increasing the density of Falcon Ridge. We currently have a housing shortage, due to so many residents being displaced from the flood and occupying residence that summer workers may normally rent. But, after listening to Mr. Blackhurst recite different studies conducted over 30 years, it sounds like nothing has changed or that anyone has really made it a priority over the last 30 plus years to change the housing issue. The undertone that I hear and is available in the 2008 study is that Estes Park has remained a relatively expensive place to live and not many can sustain themselves through the course of a year. So the solution is to build more rental properties? I don’t think that has ever been
the dream of many and that sentiment is supported throughout the 2008 study. How many times in your post-college or professional life have you said, “If I could just find a rent I could afford I would live there the rest of my life, I would make it my home.” Building subsidized rental property and building to many (66) is not a solution. The Housing Authority is putting the cart before the horse. We have a much larger sustainable economic issue to conquer before building a bunch of subsidized rental units. This idea is not responsible housing growth. It is building a bigger church for the Easter crowd mentality. Stick with the 48 or change the plan to attainable homes for purchase as is pointed out in several sections of the 2008 study.

Let’s face facts; Estes Park is a tourist town to the core. It will take major economic strides to make Estes Park have a new or shared identity. Maybe I am missing a cultural shift in our economic diversity, but I think it has always been based in tourism and a very short window of tourists coming to the area. Who is going to occupy 66 attainable rental units during a 12 month period, let alone the 48 that the property was originally set aside for? Furthermore, what is the Failure Plan if the Housing Authority is not able to fill this project? I would like to know how the community will be affected should the Housing Authority default on a 12.5 million dollar loan. Will we the taxpayers get to cover that through higher taxes? I think the Housing Authority owes the community a better explanation based on some of their history. Using The Pines as an example, memory serves that the Housing Authority made the case that it would be a good idea to buy them, condominiumize them and sell them to the public, because there was such demand for attainable homes. That project concept failed and is primarily used as a rental property owned by the city. The Housing Authority used the same logic, same studies and same arguments that they are using to increase the density of Falcon Ridge.

My feeling is that Falcon Ridge would fit on the lot if the Housing Authority did not have to respect the waterway running through the bottom of the lot. So, they decided, without communicating with anyone in the Neighborhood to just push the units to within 15 feet of the property line. I know from attending other meetings that the Planning Commission and Trustees have made private developers redo some of their ideas on height and proximity to property lines based on trying to be good neighbors and in respect for privacy. The citizens of the Neighborhood and surrounding areas should be afforded the same respect as other developments. This area should not be designated as the new “Pocket of Poor” as some in the town are now calling it.

If we are really going to be Mountain Strong, then let’s put our resources in the right places. It is time to reinvest in your community and that can be achieved by building attainable housing for those who wish to make an investment in our community. This point is made on several pages of the 2008 housing study. Seven realtors interviewed for this agreed that the largest housing dilemma they face is homes in the $250-$300,000 price range not existing or being developed. I am about certain the dream of young and mid age professionals is to not rent a condo. The ties to the community are shallow with a large rental population (also pointed out in the 2008 study), like the proposal of 66 units, even 48 for that matter. Maybe since the annexation agreement is expired, maybe rezone the land and build 20-30 single family attainable, for purchase homes, also suggested in the 2008 housing study. These homes could be used as a means to recruit persons to staff our hospitals, police departments, schools and so on. In my case, one of the main reasons I was lured away from the corporate world was home ownership. I and my family were willing to make financial concessions to own a home in the mountains, especially these mountains and this community. My family is fully committed to the area. Most of our income is spent within the community. We find reasons to not go to the valley. I feel it is important to
invest in my community and I expect that my community leaders would take responsibility in protecting people who want to live here and support Estes Park. By allowing the Housing Authority to potentially overbuild a project that does not fit the needs of the area, you are punishing the residents of the Neighborhood with the harm that it will do to the value of our homes. The Neighborhood is a collection people owning the “mom and pop” shops, operating resorts, preaching at our churches, working for the city and so on. We are the people that make the 12 month wheels turn. Please do as elected officials do and support, respect and honor what has been done with the Annexation Agreement and serve your community in a way that is transparent, prospers economic growth, revitalization and reacts to the big picture needs not the small window temporary fixes that Falcon Ridge represents.

My gut tells me many things. One of those things is to use a natural disaster to reinvent and rebuild yourself better than before. This may be true. But having been through a natural disaster once in my life already, I think the best response is a deliberate approach to assessing what your new needs are, post natural disaster. The wounds of the flood are still fresh and not even close to healed. I am concerned that if we do not have a good summer of tourism, the city will be facing a business’s closing crisis. If this happens, it will be another blow to our unstable economy. Being a worker in the area, I know my plan for the summer is much less staff (I laid all but two part-time people off, post flood) and to do more hands on work myself. We have a lot to recover from due to the financial losses of the fall. I am not going to be the type of employer who is going to be able to support employees during the winter/spring months. My plight is similar to many folks in this area. We all are optimistic, but optimism only will last so long and eventually facts will be the deciding point. My gut tells me that people and businesses will be leaving the area, if we don’t all have a good summer. Do we really need to take on 12.5 million dollar loan while we are still trying to recover from a natural disaster? This, build it and they will come mentality, rarely works, especially if little is done to attract people to the area on a yearly, invested basis. We need to let a cycle of business go through Estes Park before we start making such big decisions. I admire the optimism of the Housing Authority, but the cart (economic sustainability) is before the horse (responsible housing growth).

There are things that could be done that may help the Housing Authority. Look at what it would cost to finish the condos that were started and later abandoned, behind Murphy’s Lodge. The condos are in a prime location, especially for those people who will be working in the community. Most who lived there would have the luxury of walking to work. This would help keep their expenses down. It would also serve as a way to not further complicate the parking in the downtown area. Falcon Ridge with the increased density or the original 48 will basically require the occupants to have a car. The location is just far enough from town that I think people will start using Dry Gulch as a walking and bike road. This may become a dangerous scenario, especially with increased traffic. By finishing the half started condos, the Housing Authority would also be able to clean up a major eye soar located conveniently for nearly all of our visitors to see.

In summary, I would like to see no more than the 48 units being built on Lot 4. The housing study of 2008 even references that the Housing Authority has a lot that 48 units could be built on. Why the change to 66? By looking at the plans, they ended up with 66 because there in absolutely no way they could squeeze another unit on the lot or it would be 67, 68 units and so on. Since the last housing study was done in 2008, much has changed. The economy has collapsed, businesses have closed, families have been forced to leave the area, fires around the state that hurt statewide tourism and a flood. It is time to do another study that would represent the drastic changes we have seen in nearly seven years.
The needs of 2008 are most likely quite different from the needs of 2014 and beyond. I hope when making your decision you will make your decision about the Annexation Agreement based upon the contract of sale and what is best for the citizens who are already living here.

Best Regards,

Steve and Kaylyn Kruger

1715 Gray Hawk Court
Richard and Arleigh Ashton, Neighborhood Residents

Steve Kruger <kayandkrug@outlook.com>  
To: "townclerk@estes.org" <townclerk@estes.org>  
Wed, Jun 4, 2014 at 8:15 PM

Jackie,
I am sending this on behalf of Dick and Arleigh as they do not own a computer. They would like this letter put into the Trustee packets for the June 10 meeting.
Please email confirmation of receipt.

Thank you

Sent from Windows Mail

Arleigh and Richard.docx

12K
6/4/2014

To: Mayor and Town Trustees
From: Richard and Arleigh Ashton
Date: 6/4/2014
Re: Falcon Ridge

We are newcomers to Estes Park. We moved here from Elizabeth, CO this past year.

We found our home by watching homes in the paper for 6 months and picked this house located in a “Quiet Neighborhood”. We were told about a development behind this house, to be in the future and that they would be single story buildings. Now they are going to be two story buildings which will block the view and violate the annexation agreement that was explained to us. They want to build 66 two story units right behind us. We thought it would be 48 buildings at the most.

We are concerned because of the loss of view and the potential loss of value to our home because of the two story buildings. We are wondering about the wildlife study and the impact it will have on them. It seems like a lot of grass will be taken up with concrete. The building of 66 units will devalue our home. We can afford to lose thousands of dollars in our investment.

I am pretty old fashioned and think the Trustees should do the best they can for residents that are currently living here. Uphold the oath of your office and don’t do things people can’t trust.

Respectfully,
Richard and Arleigh Ashton
1735 Gray Hawk Ct
Letter to Estes Park Trustees

Lisa Foster <lisahikes@hotmail.com>  Wed, Jun 4, 2014 at 10:50 PM
To: "townclerk@estes.org" <townclerk@estes.org>, "townadmin@estes.org" <townadmin@estes.org>

Dear Jackie Williamson,

Enclosed is a letter to the Estes Park Trustees. I understand that any letter regarding the controversial Falcon Ridge development that is submitted to you by noon on Thursday, June 5, 2014, will be printed and placed in the Trustees folders for review before their Town Board meeting next Tuesday.

To that end, I have written this letter.

Please send me email confirmation that your received the letter and that you will make it available to each trustee.

Thanks so much!

Lisa Foster
Estes Park

Letter to Town of Estes Park Trustees.doc
27K
June 3, 2014

Dear Town of Estes Park Trustees,

My name is Lisa Foster and I live at 1675 Gray Hawk Court, Estes Park. I am writing to you today regarding my concern over the proposed housing development named “Falcon Ridge.”

I have been a resident of Estes Park since 1987. I have worked, rented properties and paid taxes in this town for 27 years.

When my husband and I purchased our home in 2011, we were aware of the Annexation Agreement between the Evangelical Lutheran Good Samaritan Society and the Town of Estes Park.

We used the information in that agreement as partial criteria for investing in our home. With the provisions under the agreement, the Town of Estes Park could develop the lot behind our home for attainable housing (48 units maximum) until the contract expired in 2011. After that the lot could only be zoned as RE-1 and for private residential.

The current plan is to develop the lot in a manner not provided for in the agreement. It will destroy our views, decrease the value of our home, and will reduce us to living in extremely close quarters to the proposed buildings, which will be 15 feet behind our fence and two stories tall (21 feet), enabling people living in the buildings to look directly into our yard and our home. We will have absolutely no privacy.

This proposal sprung up quickly after the flood of September 2013, created by a false sense of urgency for making more reasonably priced housing available in Estes Park. The proponents of this development are using the tragedy of the flood to push it through quickly, without a legitimate environmental assessment (including the human environment) and environmental impact statement.

Nothing should happen to this property until a full study is conducted in compliance with the EPA and other agencies that oversee environmental issues. Please conduct a more complete wildlife study as well. This development will impact wildlife and humans in ways not yet determined from the studies on record regarding this property.

The argument that Estes Park needs more affordable housing is a loaded one. If your desire is to provide housing for people who will work in Estes Park, this location is a poor choice. People who will qualify for attainable or low-income housing need safe methods of accessing their workplaces. There is no sidewalk, no shoulder or safe route to travel by foot or bicycle from the proposed development to downtown Estes Park. There is no safe route to get from the proposed development to the Lake Estes bike path. There is no crosswalk or any method to safely cross US Highway 34. This will be a danger to everyone using these roads. Bringing families with children who may not be able to afford vehicles to this area is asking for motor-vehicle and pedestrian accidents. For those who can afford vehicles, increasing the traffic to this area without addressing the need for road work (have you seen the steep drop-offs on the side of this road and the pothole problem here?) and a safety assessment of Dry Gulch
Road is irresponsible.

If the Town is interested in providing affordable housing for people, it should be done in a place where there is safe access for the residents to commute to their jobs. Falcon Ridge is far from the center of Estes Park, and far from many of the businesses that employ seasonal and permanent residents of our town. Dry Gulch Road and US Highway 34 are not safe corridors for pedestrians or bicyclists. I have a personal interest in highlighting this point: on May 26, 1997, my good friend Jesus Ayala was riding his bike home from work in Estes Park when a local 21-year old hit him with his truck and killed him. The accident occurred on US Highway 34, where there is little shoulder and no bike lane. Ayala was a talented, bright 24-year old. His senseless, premature death still affects me and remains a devastating blow to the Ayala family.

Jesus Ayala was living in low-income housing, couldn't afford to have a car, and rode his bike to work and back. He was just like the people the Housing Authority is trying to attract when they develop Falcon Ridge.

Let's prevent tragedies of this kind in areas that don't have the infrastructure to ensure safe travel for residents.

To sum up, my objections are three-fold: the safety of my family as well as future residents due to lack of infrastructure to be able to allow safe travel in the area, the loss of value of my home, and the loss of privacy and the loss of my sight line, as outlined by any responsible environmental assessment.

We bought our home with the understanding that the Annexation Agreement between the Evangelical Lutheran Good Samaritan Society and the Town of Estes Park was a valid legal document that the Town of Estes Park would honor.

What is happening now is a blatant disregard for the safety, privacy and economic vitality of the existing residents in the area surrounding the proposed development.

Please do more research on these issues and do not pursue this development at this time.

Sincerely,

Lisa Foster
Estes Park

Po Box 1212

(970) 214-2664
Dear Jackie Williamson,

Enclosed is a letter to the Estes Park Trustees. I understand that any letter regarding the controversial Falcon Ridge development that is submitted to you by noon on Thursday, June 5, 2014, will be printed and placed in the Trustees folders for review before their Town Board meeting next Tuesday.

To that end, I have written this letter.

Please send me email confirmation that your received the letter and that you will make it available to each trustee.

Thanks so much!

Alex Kostadinov
Master Stonemason & Owner
Rocky Mountain Stonework, Inc.
Cell phone: (970) 556 4103
Phone/Fax: (970) 586 2399
www.RockyMountainStonework.com
06/04/2014

Dear Mayor and Town of Estes Park Trustees,

My name is Alex Kostadinov and my wife, daughter and I own our home at 1675 Gray Hawk Court, Estes Park. We bought the property in 2011 and the developer gave us a copy of the Annexation Agreement between the Evangelical Lutheran Good Samaritan Society and the Town of Estes Park. We were informed that if the Estes Park Housing Authority decided to develop Falcon Ridge that they would be limited to 48 units of government-subsidized housing. Our property value is based in part on the terms of that agreement and after evaluating all the aspects of the agreement, we decided to purchase our property. The Annexation Agreement also stated that if the property was not developed within 10 years of the signing of the document, the property would be zoned as RE-1.

The current proposal by the Estes Park Housing Authority to increase the density allowed in the original agreement from 48 units to 66 units is a clear violation of the Annexation Agreement and is a direct slap in the face of the property owners surrounding Lot 4. We all purchased our properties knowing the conditions of the Annexation Agreement and expected the Town of Estes Park to uphold its end of the agreement.

The currently proposed construction plans for the new development show that there will be 2-story buildings built within 15 feet of our property line. That would completely destroy our views, privacy, sense of security and property values. Building subsidized housing at the cost of destroying private property equity of long-term Estes Park residents is wrong, insensitive and arrogant. Estes Park Housing Authority has decided to rush this project and had already contracted a general contractor, an architect and engineer putting forward the plans for the construction of the unapproved 66 units.

They have been completely secretive and manipulative when it comes down to the facts of the original Annexation Agreement. Their behavior shows disrespect for private property ownership and for the long term well-being of the full-time Estes Park residents. Their arguments for the construction of this project are that Estes Park businesses need more subsidized housing for their seasonal, underpaid employees. This is complete BS. Only a person without any knowledge of business economics can use that as a valid argument. Cheap government-subsidized housing should not be used as an incentive to bring seasonal employees to our town. The incentive should be higher wages. If a business has difficulty attaining employees during the busy season of the year because of a lack of affordable housing, then they should rethink their business practices and provide enough incentives such as building their own properties, renting other properties or covering travel expenses of their employees. It should be the responsibility of the employer, not the local government. The town has no business providing subsidized housing for any private business in Estes Park. This is nothing short of socialism. As an example I will highlight my company: I am the owner of Rocky Mountain Stonework, Inc., a masonry contractor in Estes Park. I currently employ eight full-time, year-round employees, to whom I pay a living wage of $20+ per hour. Half of my employees commute from the valley daily, some of them from as far away as Greeley. As an incentive for them, I cover their travel expenses and make sure that they are paid above average for our trade. I am aware of many other business owners in Estes Park who use
the same or similar practices to bring employees to their businesses. A good employer should be able to balance a profitable business and a healthy work environment, which includes paying their employees a living wage. Any business owner in Estes Park who expects the local government to subsidize the housing needs of their underpaid seasonal employees should be ashamed of themselves. If they are incapable of operating their business without government subsidies then they deserve to go out of business and make room for other people who are more capable.

If the Town is interested in attainable housing, then the Town should actually focus on improving the business climate in town, which should lead to higher wages and living standards. The Town should focus its resources on improving the devastatingly crumbling local infrastructure and to promote the town as a great place to live YEAR ROUND.

When we bought our home, we accepted the fact that the lot behind us could be zoned RE-1. The agreement allowing for 48 units had already expired. Now it’s a bait and switch, and you’re changing the rules and changing the game. Shame on you if you accept the Housing Authority proposal. If you deliberately violate the terms of your Annexation Agreement you will set a precedent under which anybody’s property that is adjacent to Town’s property will be jeopardized from such action. Have some integrity and stand by your word and signature.

I strongly urge you to vote against the proposed Falcon Ridge development and to enforce the provisions of the Annexation Agreement and to declare lot 4 RE-1 property. If the Town of Estes Park rules in favor of the Falcon Ridge development then you can expect a full-fledged legal battle over the future of lot 4 and you can also expect to see it on the November ballot.

Sincerely,

Alex Kostadinov

PO Box 1212
Estes Park, Colorado
Phone: 970-556-4103
Falcon Ridge Letter for Trustee Packets

Steve Kruger <kayandkrug@outlook.com>  Thu, Jun 5, 2014 at 7:37 AM
To: "townclerk@estes.org" <townclerk@estes.org>

Please add the letter from Alex to the Trustee Packet for the June 10 meeting. Please email confirm receipt by email.

Thank you

Sent from Windows Mail

Alex Kostadinov - Falcon Ridge Letter - 06.04.2014.doc
27K
06/04/2014

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Sincerely,

Alex Kostadinov

PO Box 1212
Estes Park, Colorado
Phone: 970-556-4103
Dear Town Clerk,

I would appreciate it if you would see that the attached letter is delivered to each Council member today.

Many thanks,

Clifford Noll

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Clifford Noll <cliffnoll@bajabb.com>  Thu, Jun 5, 2014 at 9:04 AM

To: townclerk@estes.org

Dear Town Clerk,

Sometimes attachments from my Apple do not open properly on Windows so I am resending my letter as part of the message rather than an attachment with the request that you please forward it to Council Members.

Clifford Noll

June 4, 2014

Estes Park City Council  970-215-8680

Re: Falcon Ridge Development

Dear Council Members,

I have reviewed the plans for the above project and as a neighbor I wish to express these concerns:

1. It appears the number of units has been significantly increased beyond the original 2001 agreement. This very high density is unacceptable

   1. The two story buildings only 10 feet from the property line, especially on the south do not blend with the existing homes and would jarringly spoil the single-home character of the neighborhood.

   1. Important wildlife habitat is being totally eliminated.

   1. With 66 units, over 50 of which are multiple bedrooms about 100 young children can be expected. The play area...
set aside for them is ridiculously inadequate. A much larger area is necessary and perhaps is best dispersed throughout the development.

1. The use of so many two-story buildings unnecessarily obstructs the view for neighbors on both the south and north. Adhering to the originally agreed number of buildings would eliminate this undesirable encroachment.

In summary, this "affordable housing" is only affordable because it is subsidized by the taxpayers. Further, it does not subsidize the renter but rather it subsidizes the employer who is then able to pay lower wages because part of the employee’s rent is covered by the taxpayers.

Recognizing the town residents’ significant financial involvement in these projects it is my very strong feeling that Council should be certain that the project be unobtrusive and blends into the existing neighborhood to the greatest extent possible.

Yours truly,

Clifford L. Noll.

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Clifford Noll <cliffnoll@bajabb.com> Thu, Jun 5, 2014 at 9:35 AM
To: townclerk@estes.org

Dear Town Clerk,

Sometimes attachments from my Apple do not open properly on Windows so I am resending my letter as part of the message rather than an attachment with the request that you please forward it to Council Members.

Clifford Noll

June 4, 2014

Estes Park City Council

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https://mail.google.com/mail/u/2?ui=2&ik=54517d6595&view=pt&search=inbox&shar=1468c86d8d9f9170f&ssl=1&imb=1...
1. The use of so many two-story buildings unnecessarily obstructs the view for neighbors on both the south and north. Adhering to the originally agreed number of buildings would eliminate this undesirable encroachment.

In summary, this “affordable housing” is only affordable because it is subsidized by the taxpayers. Further, it does not subsidize the renter but rather it subsidizes the employer who is then able to pay lower wages because part of the employee’s rent is covered by the taxpayers.

Recognizing the town residents’ significant financial involvement in these projects it is my very strong feeling that Council should be certain that the project be unobtrusive and blends into the existing neighborhood to the greatest extent possible.

Yours truly,

Clifford L. Noll.
Estes Park City Council

Re: Falcon Ridge Development

Dear Council Members,

I have reviewed the plans for the above project and as a neighbor I wish to express these concerns;

1. It appears the number of units has been significantly increased beyond the original 2001 agreement. This very high density is unacceptable.

2. The two story buildings only 10 feet from the property line, especially on the south do not blend with the existing homes and would jarringly spoil the single-home character of the neighborhood.

3. Important wildlife habitat is being totally eliminated.

4. With 66 units, over 50 of which are multiple bedrooms about 100 young children can be expected. The play area set aside for them is ridiculously inadequate. A much larger area is necessary and perhaps is best dispersed throughout the development.

5. The use of so many two-story buildings unnecessarily obstructs the view for neighbors on both the south and north. Adhering to the originally agreed number of buildings would eliminate this undesirable encroachment.

In summary, this "affordable housing" is only affordable because it is subsidized by the taxpayers. Further, it does not subsidize the renter but rather it subsidizes the employer who is then able to pay lower wages because part of the employee’s rent is covered by the taxpayers.

Recognizing the town residents’ significant financial involvement in these projects it is my very strong feeling that Council should be certain that the project be unobtrusive and blends into the existing neighborhood to the greatest extent possible.

Yours truly,

Clifford L. Noll.
proposed subsidized housing

Thu, Jun 5, 2014 at 10:28 AM

Russ Schneider <estoldies65@yahoo.com>

Reply-To: Russ Schneider <estoldies65@yahoo.com>
To: "townclerk@estes.org" <townclerk@estes.org>

It seems to me, home owners on Gray Hawk Court, as well as residents in the Good Sam's duplexes, are being ignored and penalized financially by the town if the subsidized housing project on Lot 4 proceeds as currently intended. What a slap in the face to these residents!

Gray Hawk Court families are primarily first time home owners whose property values will plummet because of this latest lark of the Housing Authority! Among the residents on this street are three families who own and operate local businesses year round: the very people needed and desired in Estes! Though most on the street are young, one couple has just retired to Estes, excited with the views and sightings of birds and animals in their backyard. If the project goes forward as planned? They'll see the back sides of apartment buildings and concrete!

While the Good Samaritan community may seem almost invisible to most in Estes Park, almost 130 people have literally bought into this living arrangement. Part of this area are 46 duplexes, many of which have their oversized window walls directly facing the meadow which the Housing Authority wants to turn into 66 rentals. Too bad for Good Samaritan owners!

I imagine you'll receive messages from people giving specific details why this intended project should not go forward; they are irate over the sneaky annexation and unconvinced on the necessity of the entire development. I'm frustrated with the proposal on many levels, yes; but to think the current HOME OWNERS mentioned above are being completely disregarded, their homes devalued—even unsellable, their views eliminated, is just wrong. Shame on the Estes Housing Authority!

And the prospect of an extra 120 cars on Dry Gulch regularly? Don't get me started.

Cathy Schneider
Estes Park
Comments on proposed Falcon Ridge Minor Subdivision & Revision to annexation agreement

Russ Schneider <estesoldies65@yahoo.com>
Reply-To: Russ Schneider <estesoldies65@yahoo.com>
To: *townclerk@estes.org* <townclerk@estes.org>, *kayandkrug@outlook.com* <kayandkrug@outlook.com>

Thu, Jun 5, 2014 at 10:29 AM

Thanks for the opportunity to comment on a Minor Subdivision & Revision to the Good Samaritan Annexation Agreement. At this time in our community it appears a thorough evaluation of the need, cost and rationale for this project must be developed, and if necessary brought to the consideration of the entire community. As indicated in the October 2001 Annexation Agreement, "the maximum development on the Property shall be as follows: Subparagraph (g), 92 multi-family attainable housing units or, 4 single family residential lots, or 40 duplex units as more fully set forth in Subparagraph 27 (d) which states "in no event shall any attainable housing project developed on Lots 3 & 4 exceed maximum development provisions set forth. The proposed annexation does not meet this criteria. Likewise Subpart 27 (h) Failure to Develop states "Owners understand and specifically agree that if the Property or any portion thereof is not developed as provided in paragraph (g) the Town reserves the right to consider rezoning of the Property or any undeveloped portion thereof upon the expiration of the vesting period; which per the agreement is 10 years from the date of the annexation agreement. Said rezoning shall be limited to RE-1 Rural Estate zoning. Given these provisions, it would appear no further discussion is warranted and that the annexation question is moot.

If for whatever reason the project continues to move forward, there are a number of questions and concerns which must be addressed. One, where is the demand for additional rental housing in Estes Park? Please provide actual validated numbers. Two, is the current rental housing need in Estes Park a permanent or temporary issue due to our recent flood? Please provide actual validated data. Three, when did Estes Park get into the subsidized housing business and will the project actually generate income? Please provide data. Four, if the project does not generate income, then why are community tax dollars being used to subsidize this project? Where is the benefit to the community, and if the answer is based on more jobs in Estes, document the number of new jobs, and the corresponding housing requirements. If the proposed rental property does not reach full occupancy, who pays for the shortfall in rent? Five, since this project is essentially creating new rental property, is this at the expense of current rental owners? Please document. Six, given the new proposal, and the buildings proposed, appraisers indicate there will be 20% property loss to those homeowners currently in residence in the area which would border the proposed project on the south. Who is going to compensate these owners for their loss if they are even able to sell their property? Seven, why is there such a significant increase in the number of units proposed? A recent survey indicates that the population of Estes Park is highly transitory and that from 2000-2007 the percentage of permanent residents in Estes Park declined 3% which translates to a reduction in home ownership. Given the current desire of the community to attract more upper income level...
people, and therefore increase the need for more permanent privately owned single family homes, this project seems to be counter to community goals.

I have read the wildlife assessment with great interest and have a number of questions regarding the findings as it appears the only consideration was given to the elk, deer and osprey. When did the badgers, ground squirrels, coyotes, bobcats, mountain lions, red-tailed hawk, and bear get excluded as we see them frequently, and isn't the wildlife one of the reasons people choose this residential area originally? It would appear the well being and views afforded the residents of Good Samaritan should be given consideration as well. Part of area proposed for additional subsidized rental units is also used for animal migration and the wildlife assessment recommended the removal of fences erected by the current residents to the south of the project. Who will pay for the cost of fence removal and the cost of the original construction? These numbers must be considered in the discussion.

Finally, as part of the wildlife, and I will also include environmental assessment, conducted for the project, how were the Larimer County Land Use codes addressed as required for construction setbacks in wetland areas? If the assessment was made, that information should be provided and discussed publicly before further consideration of this project. Given that tax credits will apparently be used by the Housing Authority to develop this project, some Federal oversight will be part of the process. In fact, some case law would indicate the proposed action is a Federal Action. http://ceq.hss.doe.gov/nepa/caselaw.html If so, the project would require compliance with the National Environmental Policy Act (NEPA), which entails the development of an Environmental Assessment or an Environmental Impact Statement and both require a public comment period. Has this been conducted? If so, when, and where are the comments and the responses to those comments? In fact, part of NEPA compliance requires consideration of the human environment. There is no doubt the proposed project will impact all of the current residents to the south of the development as they will no longer have a view of Lumpy Ridge and animal observations will no longer be part of their environment. How does this project address the human aspect of our community?

It is important to demonstrate the true need and value of this annexation while understanding the impact on a number of residents who purchased their property after the expiration of the original agreement. It now seems as if the Housing Authority is punishing people who have been successful, as they own their homes in this area, to POTENTIALLY attract a transient workforce and thereby justify the building of this project.

Thank you for considering my comments.

Russ Schneider
1680 Ptarmigan Lane
Estes Park, CO
80517
Revision to the Good Samaritan Annexation Agreement, Lot 4, Good Samaritan Subdivision.

Thu, Jun 5, 2014 at 11:17 AM

Drees, Heather <Heather.Drees@uchealth.org>
To: "townclerk@estes.org" <townclerk@estes.org>

Hello,

Could you please give this to the Estes Park Trustees.

Unfortunately we will not be able to attend the meeting in person on 06/10/2014.

Thank you,

Heather Drees

Heather.drees@uchealth.org
June 5, 2014

Dear Town of Estes Park Trustees,

We are homeowners on Gray Hawk Court, in “The Neighborhood”. We are writing this letter to you voice our concerns over the proposed housing development “Falcon Ridge”. Like our neighbors, we are not against developing lot 4, but request that the original annexation agreement at least be respected in regards to the number of units.

Our concerns:

Having a large complex blocking any view we had will most likely decrease the value of our home. Is it necessary to place a two story condo only 15 feet from a property line? We would have no privacy nor would the new residents of Falcon Ridge. Has the Estes Park Housing Authority conducted, or could they conduct a study on the financial impact this proposed development will have on this area. My husband and I take pride in owning our home. We have finished our basement, landscaped both the front and backyard, and we were considering doing other projects in our home. Now we are afraid that the money we have, or will invest in our home will be in vein.

How many people are on a waiting list for housing? What is the actual demand for rental housing in Estes Park? I have read the Estes Valley Housing Needs Assessment March 2008... I hope there is a more current assessment that I just overlooked. If not, I hope one can be done sooner rather than later. Things have drastically changed since 2008. In that time, we have suffered through a recession, multiple fires, and a 1000 year flood. In which we survived, helped rebuild, and contributed to our community. My husband and I both work fulltime in Estes. We have 2 children and love raising them in Estes Park, even though we have to sacrifice at times to live here. As you know, our neighborhood is unique. We are hardworking year round residents of Estes Park. We are business owners, healthcare workers, teachers, preachers, service and utility workers. Our neighbors operate resorts; serve meals and everything in between. I believe the real need is affordable single family homes. If we had more neighborhoods like ours, our police officers, teachers, nurses, and other "key" workers would live in Estes Park. They are not going to rent, they wouldn’t even qualify to live at Falcon Ridge. I am also concerned because I came across this in the minutes from the EPHA meeting on December 11th, 2013 under Old Business: “Project of 66 units; concern is that market may not be able to immediately absorb all units. Must fill units or will lose tax credits, first year is the biggest.” If the EPHA has these concerns why push the 66 units?

Sincerely,

Heather and Tony Drees
Memo

To: Honorable Mayor Pinkham
   Board of Trustees
   Town Administrator Lancaster

From: Jackie Williamson, Director

Date: June 6, 2014

RE: Federal Transit Administration Title VI Plan

Objective:
To adopt a new Federal Transit Administration (FTA) Title VI plan to be in compliance with Environmental Justice and Limited English Proficiency requirements required by FTA in the Town’s acceptance of the Paul Sarbanes Transit in the Park grant funds for the new parking structure at the Visitor Center.

Present Situation:
The Town adopted a Title VI plan in March of 2011 in conjunction with the grant received to complete the transportation hub at the fairgrounds. The plan ensured compliance with FTA regulations to address Civil Rights, Discrimination, and establish a formal complaint process. To guarantee compliance with Title 49 Code of Federal Regulation (CFR) Section 21.9(b), FTA requires that all recipients document their compliance by submitting a Title VI plan to FTA’s regional Civil Rights Officer once every three years. The Town’s current plan expired in March of this year.

The Town has received additional grants to complete a parking structure at the Visitor Center to address congestion and improve air quality. These funds consist of grants from both the federal and state government. In accepting federal funds the Town must meet FTA requirements and establish policies, plans and practices that meet federal guidelines.

Proposal:
The Town hired Ostrander Consulting, Inc. to prepare an new Title VI plan to be in compliance with federal guidelines outlined in FTA Circular 4702.1B, to ensure all new federal regulations were addressed in the new plan, and to complete the new plan in a timely fashion to allow the Town to move forward quickly in receiving awarded grant funds.

In addressing Environmental Justice, the plan outlines the Town’s commitment to prevent discrimination of low-income and minority populations, as a result of any impact of its transit programs or activities. The attached plan outlines how the Town will ensure public participation in transportation planning by all segments of the Town’s community.
Transportation planning will also address how programs would serve various population groups. The plan also addresses the Town’s assurance to provide meaningful access to persons that have Limited English Proficiency. All efforts will be made to provide materials in other formats including large print, other languages such as Spanish, and Braille. These assurances restate the Town’s commitment to comply with the Civil Rights Act of 1964 to ensure no person is discriminated as it relates to Town programs, activities, or services.

The former plan adopted in 2011 was approved and signed by the Town Administrator. New regulations require the plan to be reviewed and accepted by the Town Board prior to submitting to the FTA Civil Rights office.

**Advantages:**
- To obtain awarded grant funds for the building of a parking garage at the Visitor Center.
- To ensure those impacted by or utilizing the shuttle services are treated fairly based on civil rights guidelines and that all segments, especially those identified as low income/minority populations, have the ability to participate and provide feedback on transit related projects.

**Disadvantages:**
- If the new plan is not adopted the Town will not be in compliance with the FTA regulations, and therefore, would not be award the grant funds.

**Action Recommended:**
To approve the Federal Transit Administration Title VI Plan and submit it to the Civil Rights Officer, Region 8, Federal Transit Administration for their acceptance.

**Budget:**
The consultant fee of approximately $1,300 reimbursable through the grant.

**Level of Public Interest**
Low.

**Sample Motion:**
I move to approve/deny the Federal Transit Administration Title VI Plan as presented.

**Attachment**
Title VI Plan
Town of Estes Park
Federal Transit Administration
Title VI Plan

Compliance with Title VI,
Environmental Justice and
Limited English Proficiency Requirements

Contact:
Brian Wells, Shuttle Coordinator
170 MacGregor Avenue
PO Box 1200
Estes Park, CO 80517
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I. STATEMENTS OF POLICY

Introduction

The Town of Estes Park prepared this Title VI Plan in compliance with the Title VI Circular 4702.1B. The Plan also addresses Limited English Proficiency requirements.

The Town of Estes Park provides free shuttle service each summer to assist residents and visitors in traveling around Estes Park and to Rocky Mountain National Park. Shuttles travel on five routes between the Estes Park Visitor Center, 500 Big Thompson Avenue, to 63 stops throughout Estes Park and the surrounding valley. Shuttles make it convenient for residents and visitors to leave their vehicles at a lodging facility or parking lot and travel around town during the busy summer season. This is a free service and written information is available at local businesses, the visitor center and lodging as well as on each vehicle. On request, information is available for hearing impaired as well as large print time schedules for visually impaired customers. A free trolley operates in a continuous loop on peak weekends from at least 10 am to 5 pm with service about every 20 to 30 minutes depending on traffic.

A fixed facility is planned to accommodate the over three million visitors to the area. The Estes Park Transit Facility and Parking Structure will increase parking availability in the downtown area, reduce emissions in the Estes Valley and Rocky Mountain National Park, and serve as another hub for transit systems. This project is funded by grants from Federal and State governments and is matched by the Town’s community reinvestment fund.

Long range planning efforts of the National Park Service/Rocky Mountain National Park, Colorado Department of Transportation/Region 4, Town of Estes Park, Visit Estes Park, Estes Park Partners for Commerce, Estes Valley Economic Development Corporation, Upper Front Range Transportation Planning Region, Town appointed Transportation Advisory Committee and the YMCA of the Rockies have been coordinated in the development of this project. Recent plans completed that support this project include the *Estes Valley Transportation Alternatives Feasibility Study* (2003) and the *Integrated Approach to Transportation and Visitor Use Management Plan* (2010) completed by the ROMO. Town of Estes Park surveys demographic ridership and travel patterns to provide optimal service. No issues have been identified in terms of disparate impacts to any community group.

No sub-recipient provides transit services. Currently, the Town of Estes Park had no active investigations, lawsuits, or complaints relative to Title VI including Limited English Proficiency.

Transit service is seasonal, does not operate as a fixed route, and there are under 50 vehicles in the fleet. No information relative to service standards or polices are required to be submitted.
The Town of Estes Park is governed by the elected Board of Trustees and currently includes six males and one female. The Mayor Pro Tem is a female. No non-elected committees and/or councils are authorized to direct policy or operations of transit service. The Town Board of Trustees will approve the Title VI Plan at a regularly scheduled meeting and has signed the Assurances of Title VI. The membership of the non-elected Transportation Advisory Committee (TAC), broken down by race and gender is shown below. There is currently one vacancy.

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<th>By Gender</th>
<th>White</th>
<th>All Other</th>
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<tr>
<td>Male</td>
<td>5</td>
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As an example of the efforts for public participation encouraged by this group, a recent TAC Agenda mentioned the intent to hold public forums prior to the development of an action plan.

Openings on the TAC are advertised by the Administrative Services Department. The Town Board appoints members. No pre-screening is done; minimal residency qualifications are the only criteria to be eligible to serve. Citizen participation is also encouraged by the annual Citizens Information Academy (CIA). The CIA familiarizes participants with Estes Park’s Town government and encourages active citizen participation. Participants meet with Town trustees and staff, expand their knowledge of overall Town operations, and learn about other government taxing districts in the Estes Valley.

An Equity Analysis was completed and is presented in Appendix A.

**Title VI Nondiscrimination Statement of Policy**

The Town of Estes Park is committed to compliance with Title VI of the Civil Rights Act of 1964, 49 CFR, part 2, and all related regulations and directives. The Town of Estes Park assures that no person shall on the grounds of race, color, national origin, gender, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any Town of Estes Park program, activity, or service.

**Environmental Justice and Limited English Proficiency Policy Statement**

Town of Estes Park is committed to assuring every effort will be made to prevent the discrimination of low-income and minority populations, as a result of any impact of its programs or activities in accordance with Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and in Low-Income Populations.

In addition, Town of Estes Park assures every effort will be made to provide meaningful access to persons that have Limited English Proficiency (LEP), in accordance with Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency.
Definition of Federal Financial Assistance and Recipients Affected

Federal financial assistance is defined as any Federal dollars that are assigned to the Town of Estes Park system to support any program and activity, by way of grant, loan or contract, other than a contract of insurance or guaranty. The Town of Estes Park currently does not directly receive any operational funding for transit services. However, it has been awarded capital funds from the Federal Transit Administration (FTA) to carry out the transportation services as set forth by the federal law “Moving Ahead for Progress in the 21st Century (MAP-21)”.

II. TITLE VI ASSURANCES

Specific Forms of Discrimination Prohibited

The Town of Estes Park efforts to prevent discrimination must address, but are not limited to:

- The denial of services, financial aid, or other benefits provided under a program.
- Distinctions in the quality, quantity, or manner in which the benefit is provided.
- Segregation or separation in any part of the program.
- Restriction in the enjoyment of any advantages, privileges, or other benefits provided to others.
- Different standards or requirements for participation.
- Methods of administration which directly or indirectly or through contractual relationships would defeat or impair the accomplishment of effective nondiscrimination.
- Discrimination in any activities related to a highway, infrastructure or facility built or repaired in whole or in part with Federal funds.
- Discrimination in any employment resulting from a program, the primary purpose of which is to provide employment.

Programs and Services covered by Title VI

The Town of Estes Park Title VI Plan applies to all programs, activities and services, regardless of funding source.

Authorities

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
2. Federal-Aid Highway Act of 1973 (23 U.S.C. §324 et seq.), (prohibits discrimination on the basis of sex);
3. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

Town of Estes Park Title VI/LEP Plan
June 2014
7. 49 C.F.R. Part 21 (entitled Nondiscrimination In Federally-Assisted Programs Of The Department of Transportation-Effectuation of Title VI Of The Civil Rights Act of 1964);
8. 49 C.F.R. Part 27 (entitled Nondiscrimination On The Basis Of Disability In Programs Or Activities Receiving Federal Financial Assistance);
9. 49 C.F.R. Part 28 (entitled Enforcement Of Nondiscrimination On the Basis Of Handicap In Program Or Activities Conducted By The Department Of Transportation);
10. 49 C.F.R. Part 37 (entitled Transportation Services For Individuals With Disabilities (ADA));
11. 23 C.F.R. Part 200 (FHWA’s Title VI/Nondiscrimination Regulation);
12. 28 C.F.R. Part 35 (entitled Discrimination On The Basis Of Disability In State And Local Government Services);

Assurances for Title VI and Other Nondiscriminatory Statutes

Town of Estes Park (hereafter referred to as the "Recipient") in keeping with our policy of nondiscrimination, hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d - 42 U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to: Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, nondiscrimination in Federally-assisted programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to that end in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, or age be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the Department of Transportation, including the Federal Transit Administration (FTA), and hereby gives assurance that it will promptly take any measures necessary to effectuate this agreement. This Assurance is required by Subsection 21.7 (a)(1) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances with respect to operating assistance projects:

- That the Recipient agrees that each "program" or "facility", as defined in Subsections 21.23(b) and 21.23 (e) of the Regulations, will be (with regard to a “program”) conducted, or will be (with regard to a “facility”) operated in compliance with all requirements imposed by, or pursuant to, the Regulations; and
- That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with the Federal Transit Administration, and in adapted form in all proposals for negotiated agreements;
• Town of Estes Park in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and 49, of the Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, income status or age in consideration for an award;

• The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the officials to whom he delegates specific authority to give reasonable guarantee that it, other recipients, sub grantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this Assurance;

• The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this Assurance; and

• This Assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient by the Department of Transportation under Federal-Aid Highway Program and is binding on it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest and other participants in the Federal-Aid Highway Program. The person whose signature appears below is authorized to sign this Assurance on behalf of the Recipient.

________________________________     ______________ ______
William C. Pinkham, Mayor     Date
III. TITLE VI AND ENVIRONMENTAL JUSTICE – TOWN OF ESTES PARK
PLANNING REQUIREMENTS

Town of Estes Park is responsible for ensuring Title VI and Environmental Justice compliance for the following planning activities:

Data Collection

Census and other statistical data will be collected by the Town of Estes Park, as a means of identifying low income and minority populations within the service area. The data will be maintained for the purpose of planning projects and programs that serve various population groups. The data collection process will be reviewed regularly to ensure sufficiency in meeting Title VI requirements.

- Town of Estes Park Actions
  - Collect, maintain, and update databases of low income and minority concentrations within the service area
  - Utilize the data when developing plans and studies
  - Develop demographic profile maps to help identify neighborhoods with high concentrations of low income and minority populations
  - Use these maps in various planning documents

Transit Planning

The Town of Estes Park operates and plans the shuttle route system to reduce congestion and will appropriately serve identified low income and minority neighborhoods, make meaningful connections between housing and jobs, and ensure that transit is a viable transportation option as possible while it continues efforts to reduce automobile congestion and environmental impacts.

- Actions
  - Using demographic profile maps, ensure that transit routes and stops fully serve those neighborhoods with high concentrations of low income and minority populations.
  - Work with Visit Estes Park, Estes Park Partners for Commerce, and Rocky Mountain National Park to identify necessary changes to routes.
  - Ensure bus stop locations are fully accessible for all users, both at the site and in the vicinity.
IV. TITLE VI AND ENVIRONMENTAL JUSTICE – THE PUBLIC PARTICIPATION PROCESS

Public Participation Plan (PPP)

The Town of Estes Park Public Participation Plan (PPP) describes how Town of Estes Park communicates and distributes information to the public as well as how the public can interact and provide comments concerning transit services. The needs of those traditionally underserved by the existing system will be sought and considered by the Town of Estes Park system.

Through its public involvement efforts, Town of Estes Park will strive to achieve the following Title VI and Environmental Justice (EJ) goals:

- To avoid, minimize, or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority populations and low-income populations.
- To ensure the full and fair participation by all potentially affected communities in the transportation decision-making process.
- To prevent the denial of, reduction in, or significant delay in the receipt of benefits by minority and low-income populations.

Title VI states that no person shall, on the ground of race, color, or national origin, be excluded from participation in, denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. Town of Estes Park will ensure that the input and feedback from all people will be considered in the development of planning documents and activities.

Environmental Justice concerns and goals should be considered throughout all public engagement efforts, from project planning through construction and operation. This includes public outreach conducted during transportation planning and during the environmental reviews required by the National Environmental Policy Act (NEPA).

The following actions relating to Environmental Justice and Title VI are meant to reduce the barriers for participation in the decision-making process by low income, minority or disabled individuals.

1. When possible, public meetings will be held in locations that are convenient to low and moderate income neighborhoods and accessible to disabled populations. Such locations include community centers, senior centers and schools. Where possible, Town of Estes Park staff will meet at the locations of businesses, neighborhood groups, stakeholders, and other agencies.
2. Upon request, all Town of Estes Park work products and documents will be made available in alternative formats, including Braille, large type and languages other than English.
3. The following statement will be included in all Estes Park documents: Town of Estes Park does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the provision of services. This document can be made available in alternative formats by calling the Town of Estes Park Shuttle Coordinator at 970-577-3963.

4. The following elements of this statement will be included in all meeting announcements: If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Shuttle Coordinator, Town of Estes Park, 170 MacGregor Avenue, Estes Park, CO, at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the Town of Estes Park Shuttle Coordinator if a summary or other type of accessible format is needed.

5. Agencies and organizations that represent low income, minority and disabled populations will be identified and included in Town of Estes Park mailings. Staff will maintain an active listing of contacts for these organizations.

6. Town of Estes Park will evaluate Environmental Justice actions and Title VI requirements on an annual basis to ensure effectiveness of public involvement. This document will be reviewed and updated in conjunction with the Public Participation Plan.

Communication and Notification to the Public

All members of the public are ensured protections against discrimination which are afforded to them by Title VI. To ensure open communication with the public, the Town of Estes Park will adhere to the following requirements:

The Town of Estes Park will disseminate agenda and public meeting information to members of the public via accessible printed and electronic media, including postings on the Town’s website and in the Estes Park Trail Gazette. Documents and agendas will be available at 170 MacGregor, Estes Park, CO 80517, Estes Park Visitors Center and at other locations identified in the Public Participation Plan. Public notices of Town of Estes Park meetings will be posted at the location of the meeting site.

● In appropriate documents, the Town of Estes Park will include a statement that the organization complies with Title VI by assuring that no person shall on the grounds of race, color, national origin, gender, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity under any Town of Estes Park program, activity, or service.

● The following statement shall be posted on site at the Town of Estes Park office, on the Town’s website, permanently displayed on public transit vehicles; and other appropriate materials made available to the public: (Documents will be translated into languages other than English, upon request.)
Non-Discrimination - Your Rights under Title VI of the Civil Rights Act of 1964

The United States Department of Transportation (DOT) ensures full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color or national origin in the provisions of benefits and services resulting from federally assisted programs and activities. Any person, who believes the Town of Estes Park has violated his/her Title VI protections, should contact the Town of Estes Park at 970-577-3963. Town of Estes Park has also developed a policy to assist individuals who are Limited English Proficient (LEP). Translation services in order to assist LEP individuals shall be made available to Transit’s customers upon request. The Town of Estes Park Title VI policy, complaint procedures and LEP Plan shall be made available upon request by contacting the Shuttle Coordinator at the above-noted information. For Federal Title VI information please contact the Federal Transit Administration (FTA), Region 8 at 720-963-3300. Federal Title VI information, including filing complaints, can also be accessed on the FTA web site at: www.fta.dot.gov.

Section VI of this plan describes the procedures to be followed by members of the public to file a discrimination complaint against the Town of Estes Park transit services.

V. ORGANIZATION AND STAFF RESPONSIBILITIES

Organization Overview

Town of Estes Park operates and assists with funding the seasonal local transit system. Rocky Mountain National Park also provides seasonal service. The Town of Estes Park is responsible for providing public transportation within the town; Rocky Mountain National Park connects to major attractions in the park.

The service is directed by the Shuttle Coordinator as part of his/her duties. The Coordinator oversees and will implement the Plan as part of the transit program. The Staff and Driver Team are responsible for ensuring public transportation is accomplished as set forth by the federal transportation bill “Moving Ahead for Progress in the 21st Century”.

Town of Estes Park staff will be responsible for the development and implementation of the Title VI plan and for performing the actions relating to its primary public transportation requirements.
VI. TITLE VI COORDINATOR AND COMPLAINT PROCESS

Title VI Coordinator Responsibilities

The Shuttle Coordinator of Town of Estes Park is the designated Title VI Coordinator for the town.

The Coordinator is responsible for oversight of the Town of Estes Park Title VI plan. The Coordinator must ensure that transit is compliant with Title VI requirements. The Coordinator is also responsible for Title VI training of relevant staff, conducting reviews, and assisting in investigations of Title VI complaints. The Coordinator must also compile the Title VI Accomplishment and Goals report on an annual basis. Town of Estes Park staff can assist the Title VI Coordinator with compiling Title VI information from transit activities for this report.

Town of Estes Park Shuttle Coordinator and staff will be responsible for the following:

- Ensuring that the transportation services fully comply with the requirements of Title VI.
- Monitoring the transportation services goals and ensuring compliance with Title VI requirements.
- Reviewing operational policies and procedures to ensure Title VI compliance.
- Monitoring the service equities of planning data collection and analysis for potential impacts on social, economic, and/or ethnic groups.
- Ensuring the planning organizational membership attempts to reflect the makeup of the population served.
- Ensuring the opinions and views of all groups within their populations are solicited and considered in the planning of transportation projects.
- Monitoring compliance with Environmental Justice issues to identify low-income and minority populations that may be impacted by transportation planning process.
- Providing evidence that input from minority groups/persons has been considered in the transportation planning process. Evidence could include but is not limited to the participation level and composition of participants in public information settings and reporting any follow-up and conclusions to issues communicated throughout the planning process.
- Monitoring the gathering and utilization of demographic data used to identify and locate low-income and minority populations in order to investigate the possible benefits and detriments of transportation plans on these populations.
- Monitor compliance with Limited English Proficiency (LEP) populations to improve access and comprehension of the transportation planning process for individuals comprising the LEP population.
Title VI Complaint Procedures

Town of Estes Park is committed to ensuring that all citizens have equal access to all transportation services. It is further the intent of the Town of Estes Park that all citizens are aware of their rights to such access. Any person believing he or she has been excluded from, denied participation in, denied the benefits of, or otherwise has been subjected to discrimination under any transportation service, program or activity (whether Federally funded or not) due to that person’s race, color, national origin, gender, age, disability, economic status, or limited English proficiency has the right to file a complaint.

The complaint procedures cover the following:
● Title VI of the Civil Rights Act of 1964
● Section 504 of the Rehabilitation Act of 1973
● Civil Rights Restoration Act of 1973
● Civil Rights Restoration Act of 1987
● Americans with Disabilities Act of 1990
● Executive Order 12898
● Executive Order 13166

Reporting a Title VI Complaint

An individual, group of individuals or entity may file a formal Title VI complaint. If an individual or group believes that they have received discriminatory treatment by the Town of Estes Park on the basis of your race, color or national origin, the individual or group has the right to file a complaint with the Town of Estes Park’s Shuttle Coordinator. The complaint must be filed no later than 180 calendar days of the alleged discriminatory incident.

The preferred method is to file your complaint in writing using the Title VI Complaint Form (Appendix B) and sending it to:

Attn:
Shuttle Coordinator
Town of Estes Park
170 MacGregor Avenue
PO Box 1200
Estes Park, CO 80517

Verbal complaints will be accepted and transcribed by the Shuttle Coordinator. To make a verbal complaint, call 970-577-3963 and ask for the Shuttle Coordinator.

An individual or group also has the right to file a complaint with an external entity such as the CDOT Office of Civil Rights, a federal or state agency, or a federal or state court. For complaints submitted to CDOT, they must be submitted to the CDOT Title VI Coordinator in
writing, signed and dated, within 180 days of the alleged discriminatory act (or latest occurrence). The complaint should be submitted to the following address:

Attn: Title VI Coordinator  
Colorado Department of Transportation  
4201 East Arkansas Ave.  
Denver CO 80222  
Phone 303-757-9162  
Katherine.Williams@state.co.us

The complaint that is submitted to the entity should include the name, address, phone number and signature of complainant. The formal complaint should describe the alleged discriminatory act that violates Title VI in detail.

Title VI complaints may also be filed directly with the United States Department of Transportation (USDOT), Federal Highway Administration (FHWA), Federal Transit Administration (FTA), Federal Aviation Administration (FAA) or the Federal Railroad Administration (FRA) within the 180 day period of the alleged discriminatory act (or latest occurrence).

Should a complaint be filed with the Town of Estes Park through the Administrative Services Department and an external entity simultaneously, the external complaint shall supersede the Town of Estes Park complaint and the Town of Estes Park’s complaint procedures will be suspended pending the external entity’s findings.

If Town of Estes Park were to receive a Title VI complaint, staff will inform FTA Region 8 staff of the complaint and the measures taken to address and resolve the complaint.

**Filing a Title VI Complaint**

Within ten (10) working days of receipt of the formal complaint, the Shuttle Coordinator will notify the complainant and begin an investigation (unless the complaint is filed with an external entity first or simultaneously). The investigation will address complaints against the Town of Estes Park. The investigation will be conducted in conjunction with and under the advice of the Administrative Services Department.

The investigation may include discussion(s) of the complaint with all affected parties to determine the problem. The complainant may be represented by an attorney or other representative of his/her own choosing and may bring witnesses and present testimony and evidence in the course of the investigation. The investigation will be conducted and completed within 60 days of the receipt of the formal complaint.

Based upon all the information received, an investigation report will be written by the Shuttle Coordinator. The complainant will receive a letter stating the final decision of the Town of Estes Park.
Shuttle Coordinator by the end of the 60-day time limit. The complainant shall be notified of his/her right to appeal the decision. Appeals may be made to the Equal Employment Opportunity Commission (EEOC) or the Department of Fair Employment and Housing (DFEH).

**Title VI Complaint Form**

Completion of a Title VI Complaint form is required when filing a complaint. Please see Appendix B for a copy of the form. These forms are also available from the Town of Estes Park, Shuttle Coordinator, Town of Estes Park, 170 MacGregor Avenue, PO Box 1200, Estes Park, CO 80517.

**Title VI Related Training**

The Title VI Coordinator shall ensure that staff is trained and familiar with related policies and procedures. Related Title VI training will be provided by the Title VI Coordinator to senior management and others to discuss practical situations and how Title VI applies to the planning and public participation processes. Training may also be provided through FHWA or FTA sponsored webinars and training resources. The CDOT Office of Equal Opportunities can be contacted to provide additional Title VI training.
VII: LIMITED ENGLISH PROFICIENCY PLAN

Introduction

This Limited English Proficiency (LEP) Plan for the Town of Estes Park has been developed in response to federal requirements included under Section 601 of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), which provides that no person shall “on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” Federal Executive Order No. 13166, issued in August 2000 by President Clinton, "Improving Access to Services for Persons with Limited English Proficiency," was created to "... improve access to federally conducted and federally assisted programs and activities for persons who, as a result of national origin, are limited in their English proficiency (LEP)..." President Bush affirmed his commitment to Executive Order 13166 through a memorandum issued on October 25, 2001, by Assistant Attorney General for Civil Rights, Ralph F. Boyd, Jr. and Acting Assistant Attorney General Loretta King directed a strengthening of enforcement of Title VI in a memorandum dated July 10, 2009.

As a recipient of funds from the Federal Transit Administration (FTA) this Limited English Proficiency (LEP) Plan for the Town of Estes Park has been developed to ensure compliance with Federal LEP regulations. It includes an assessment of the limited English proficiency needs of our area, an explanation of the steps the Town of Estes Park is currently taking to address these needs, and the steps to take in the future to ensure meaningful access to our transit programs by persons with limited English proficiency.

Policy

It is the policy of the Town of Estes Park to ensure that our programs and activities, normally provided in English, are accessible to Limited English Proficiency (LEP) persons and thus do not discriminate on the basis of national origin in violation of the Title VI prohibition against national origin discrimination. The Town of Estes Park to the maximum extent feasible in its official deliberations and communications, community outreach and related notifications, will provide appropriate alternative non-English formats for persons with LEP to access information and services provided.
Limited English Proficiency Needs of Area

The *Four-Factor Analysis* developed by the FTA requires that information be included in Limited English Proficiency (LEP) Plans regarding the number and percentage of LEP persons in our area, and the nature, frequency and importance of the contact we have with LEP persons in providing transit services. Each of these elements is addressed below.

**Factor 1. Number and Percentage of LEP Persons in Our Area**

**Permanent Population**

A summary of LEP persons in the service area indicates that 4.2% of the total population speaks English “Not Well or Not at All”. Based on the proximity to several towns as a well as the potential for persons working to support the various tourist industries, the permanent population was expanded to include neighboring towns and Larimer County.

**Permanent Population including Nearby Communities/Alternate Languages**

<table>
<thead>
<tr>
<th>Data Category</th>
<th>Estes Park</th>
<th>Berthoud</th>
<th>Longmont</th>
<th>Loveland</th>
<th>Larimer County</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Population (5 years old &amp; older)</td>
<td>5,615</td>
<td>5,027</td>
<td>80,203</td>
<td>63019</td>
<td>283,603</td>
<td>437,467</td>
</tr>
<tr>
<td>Population Speaking English “Not Well or “Not at All:</td>
<td>191</td>
<td>25</td>
<td>8,822</td>
<td>1,765</td>
<td>7,657</td>
<td>18,460</td>
</tr>
<tr>
<td>Permanent Population including Nearby Communities/Alternate Languages</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spanish</td>
<td>91</td>
<td>9</td>
<td>6,970</td>
<td>753</td>
<td>2,764</td>
<td>10,587</td>
</tr>
<tr>
<td>Other Indo-European</td>
<td>61</td>
<td>16</td>
<td>1,059</td>
<td>231</td>
<td>1,011</td>
<td>2,378</td>
</tr>
<tr>
<td>Asian and Pacific Islander</td>
<td>20</td>
<td>-</td>
<td>468</td>
<td>438</td>
<td>2,581</td>
<td>3,505</td>
</tr>
<tr>
<td>Other</td>
<td>19</td>
<td>-</td>
<td>326</td>
<td>342</td>
<td>1,302</td>
<td>1,990</td>
</tr>
<tr>
<td>Total</td>
<td>191</td>
<td>25</td>
<td>8,822</td>
<td>1,765</td>
<td>7,657</td>
<td>18,460</td>
</tr>
</tbody>
</table>

Source: 2008-2012 American Community Survey 5-Year Estimates, population 5 years and older speaking another language in the home, who speak English “Not Well” or “No at All.”

**Visitor Population**

Because of the regional draw of the various tourist activities, it has been recommended that the population data for multiple Front Range Counties/Major Cities also should be reviewed. CDOT Civil Rights & Business Resource Center provided information relative to Front Range communities for nearby visitor-based communities to use in evaluating language demographics.
Front Range Population/Alternate Languages

<table>
<thead>
<tr>
<th>County</th>
<th>Spanish</th>
<th>Indo-European</th>
<th>Asian</th>
<th>Other</th>
<th>Speak English less than &quot;very well&quot;</th>
<th>Total Population</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adams</td>
<td>26,402</td>
<td>1,313</td>
<td>3,222</td>
<td>267</td>
<td>31,204</td>
<td>396,285</td>
</tr>
<tr>
<td>Arapahoe</td>
<td>19,255</td>
<td>2,047</td>
<td>4,285</td>
<td>1,692</td>
<td>27,279</td>
<td>523,128</td>
</tr>
<tr>
<td>Boulder</td>
<td>7,655</td>
<td>622</td>
<td>842</td>
<td>14</td>
<td>9,133</td>
<td>273,549</td>
</tr>
<tr>
<td>Gilpin</td>
<td>29</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>29</td>
<td>5,001</td>
</tr>
<tr>
<td>Douglas</td>
<td>1,381</td>
<td>439</td>
<td>753</td>
<td>16</td>
<td>2,589</td>
<td>258,481</td>
</tr>
<tr>
<td>Jefferson</td>
<td>4,594</td>
<td>957</td>
<td>1,728</td>
<td>132</td>
<td>7,411</td>
<td>501,761</td>
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</tbody>
</table>

Cities

<table>
<thead>
<tr>
<th>County</th>
<th>Spanish</th>
<th>Indo-European</th>
<th>Asian</th>
<th>Other</th>
<th>Speak English less than &quot;very well&quot;</th>
<th>Total Population</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aurora</td>
<td>21,267</td>
<td>933</td>
<td>3,332</td>
<td>1,238</td>
<td>26,770</td>
<td>292,048</td>
</tr>
<tr>
<td>Boulder</td>
<td>1,650</td>
<td>200</td>
<td>152</td>
<td>-</td>
<td>2,002</td>
<td>93,394</td>
</tr>
<tr>
<td>Lakewood</td>
<td>2,423</td>
<td>154</td>
<td>838</td>
<td>25</td>
<td>3,440</td>
<td>134,492</td>
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</tbody>
</table>

% Speak English less than "very well"

<table>
<thead>
<tr>
<th></th>
<th>84,656</th>
<th>6,665</th>
<th>15,152</th>
<th>3,384</th>
<th>109,857</th>
<th>2,478,139</th>
<th>4.4%</th>
</tr>
</thead>
</table>

Alternate Language Spoken

|                  | 77%     | 6%            | 14%     | 3%     |          | (of total population) |

Source: American Community Survey 2007-2011 estimates, population 5 years and older speaking another language in the home, who speak English “Not Well” or “No at All.”

Summary

In summary, the total LEP population is less than 5%. The total local population reporting speaking English “not well” or “not at all” was 4.2% or 18,460 individuals. The total Front Range potential visitor population reporting speaking English “not well” or “not at all” was 4.4%. Spanish is the predominant alternate language.

Factor 2 & 3 Nature, Frequency and Importance of LEP Contact

Nature of Contact

The Estes Park Shuttle provides seasonal service circulating throughout the community and connecting with Rocky Mountain National Park. Mobility limited persons are accommodated in compliance with the Americans with Disabilities Act. During peak tourist season, service is provided seven days a week with hours dependent on local activities. No fares are collected. Contacts with all riders as well as LEP persons include:

- A printed brochure is provided outlining the details of the service.
- A poster is available at major attractions/hotels to communicate service availability.
- Service operates on a continuous route with an interval of approximately 30 minutes depending on the time of day and day of week.
- Phone numbers to contact for additional information are prominently displayed on both the printed schedule and each bus.
• Information is available in Spanish

Frequency of Contact
Based on current scheduling, riders should be able to board a vehicle within thirty minutes. Rides are generally traveling from intercept parking areas, hotels/lodging and other locations to core downtown activities and Rocky Mountain National Park. Based on driver feedback, there are minimal requests for alternate language information.

Importance of Contact
In rating the importance of current contacts or potential contacts with LEP individuals, the Town of Estes Park is taking the position that all riders are important and while there are minimal requests for alternate languages, this service will be provided.

Factor 4. Resources Available for LEP Outreach

The Town of Estes Park’s website www.estes.org has a link to a comprehensive listing of all community resources, including transit services prepared by United Way of Larimer County. This resource is also available through the United Way of Larimer County by phoning “2-1-1”. Both the printed materials and “2-1-1” resources are available in English and Spanish.

Resources available from Rocky Mountain National Park include:

• Assisted listening devices and sign language interpretation are available in alternate languages.
• International Visitors have available assistance to “Plan Your Visit Information” in French and German.
• The Official Park Newspaper is published in Spanish, Periodico Oficial del Parque.

The Town of Estes Park will allocate the necessary resources for LEP outreach. At this time it anticipates that translation service will not exceed $500 and website enhancement will not exceed $250. As an aside, the Town of Estes Park is a “sister city” with Monteverde, Costa Rica and expects to maintain this connection.

IV. LANGUAGE ASSISTANCE PLAN

A. How Will You Identify LEP Persons Who Need Language Assistance?
• Driver Team will be front line for identifying needs.
• Visit Estes Park staff will be asked to communicate any comments from visitors requesting alternate language assistance.
• Larimer County United Way Resource staff will be asked to communicate any comments from community members requesting alternate language assistance.

B. How Will You Identify Language Assistance Measures?
• Actively review additional options for providing service.
• Respond promptly to requests for language assistance and be aware of the potential to better service alternate language communities.

C. How Will Your Staff Be Trained?
• Driver Team training provided with resources to assist Limited English Proficiency riders
• Town of Estes Park, Visit Estes Park, and Este Park Partners for Commerce continually are aware of community needs and respond promptly to customer service issues.

D. What Will Be Your Outreach Efforts?
• Brochure is translated to Spanish and updates will be provided when needed.
• Larimer County United Way Resource link and “2-1-1” phone service will provide support with language assistance when needed by transit riders.
• Drivers provided with Basic Spanish for Transit Employees, prepared by CDOT, Colorado Mountain College and Roaring Fork Transit Agency.
• Visit Estes Park has alternative language resources available if needed.
• Town Board of Trustees has been advised of and supports the plan.
• Rocky Mountain National Park has extensive outreach for international visitors.

E. What Is Your Monitoring and Updating Plan?
• On-going feedback from Driver Team will identify any increased demand/incidents of needs information.
• Coordinate with Rocky Mountain National Park, Visit Estes Park, and Estes Park Partners for Commerce to monitor changing needs for language assistance.
• Update brochure in alternate languages as needed.

F. How Will You Disseminate Your LEP Plan?
• Copies will be provided to Driver Team Supervisors
• Driver Team has Spanish Language Brochures and Handbook.
Appendix A – Siting Equity Analysis

TITLE VI EQUITY ANALYSIS

The project funded through the Sarbanes Transit in Park Program is for the construction of a Transportation Hub at the Town of Estes Park Visitor Center. This Hub will include a 256-space transit parking intercept lot and six bus bays to support transit service between the Town of Estes Park (a gateway community) and Rocky Mountain National Park (ROMO).

This project is an expansion or enhancement of an existing alternative transportation system. The site is currently the location of the Town of Estes Park Visitor Center. The location is near the intersection of US 34/36 just before the highway turns into East Elkhorn, the main arterial for persons traveling to the downtown commercial business district, and is the connecting access road to ROMO.

This location was selected without regard to race, color, or national origin. No residential areas are impacted by this location. Residents had multiple opportunities to comment on the location during the public participation sessions held in conjunction with the Estes Valley Transportation Alternatives Feasibility Study (2003) and the Integrated Approach to Transportation and Visitor Use Management Plan (2010) completed by the ROMO. There was also a three day workshop to provide public input using Schematic Design Charette techniques. This outreach engaged community members and organizations potentially impacted by the siting of the facility. Because of the existing use as a transportation hub and the unique location of this site to intercept traffic, no other sites were actively considered.

Based on the current use and ability to expand on the existing footprint of the Town of Estes Park Visitor Center, no cumulative adverse impacts will result from the location of this expanded facility.

This location does not result in a disparate impact on the basis of race, color, or national origin. There is a substantial legitimate justification for locating the project at this site given the existing use, the ability to intercept automobile traffic, and is a non-discriminatory alternative.
## Appendix B – Title VI Complaint Form

Title VI of the 1964 Civil Rights Act requires that “No person in the United States shall on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.”

Note: The following information is necessary to assist us in processing your complaint. Should you require any assistance in completing this form, please let us know. Complete and return this form to the Town of Estes Park, Shuttle Coordinator, Brian Wells, 170 MacGregor Avenue, PO Box 1200, Estes Park, CO 80517

<table>
<thead>
<tr>
<th>Complainant’s Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>City, State and Zip Code</td>
<td></td>
</tr>
<tr>
<td>Telephone Number (home &amp; business)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Person discriminated against (if someone other than the complainant)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>City, State and Zip Code</td>
<td></td>
</tr>
</tbody>
</table>

Which of the following best describes the reason you believe the discrimination took place?

| Race/Color |  |
| National Origin |  |

What date did the alleged discrimination take place?

In your own words, describe the alleged discrimination. Explain what happened and whom you believe was responsible. Please use the back of this form if additional space is required.
Have you filed this complaint with any other federal, state, or local agency; or with any federal or state court?

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

If so, which agency (check all that apply)

<table>
<thead>
<tr>
<th>Agency Type</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal agency</td>
<td></td>
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<tr>
<td>Federal Court</td>
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<tr>
<td>State Agency</td>
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<tr>
<td>State Court</td>
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<tr>
<td>Local Agency</td>
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</tbody>
</table>

Please provide contact information for the agency/court where the complaint was filed.

<table>
<thead>
<tr>
<th>Information Type</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Name</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>City, State and Zip Code</td>
<td></td>
</tr>
<tr>
<td>Telephone Number</td>
<td></td>
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</tbody>
</table>

Please sign below. You may attach any written materials or other information that you think is relevant to your complaint.

<table>
<thead>
<tr>
<th>Signature Information</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Complainant’s Signature</td>
<td>Date</td>
</tr>
</tbody>
</table>