

Regular Meeting of the EVRPD Board of Directors Tuesday, February 18, 2025

Board President:

1. Calls Meeting to Order

- a. Leads the Pledge of Allegiance
- b. Moment of Reflection
- c. Conflict of Interest Disclosures

Before the meeting commences, the Board President asks:

“Are there any Board Members who need to disclose a conflict of interest related to the agenda items?”

[If there is a conflict, the Board member explains the conflict and then recuses himself/herself from the meeting before the Board discusses that agenda item.]

2. Consent Agenda

The consent agenda is considered a single item on the agenda and is approved by a single vote.

Board member 1: *I move to approve the consent agenda, as presented.*

Board member 2: *I second the motion.*

Board president: *There is a motion and a second to approve the consent agenda.*

All in favor, signify by saying “Aye.”

A request to remove an item from the consent agenda:

Board member: *I would like to request that the Item ‘xx’ be pulled from the Consent Agenda for discussion and placed under the “__” portion of the regular agenda.*

Board president: *All in favor of approving the Consent Agenda, minus Item ‘xx’ signify by saying Aye.*

If the vote passes, Item “xx” is discussed as a regular discussion item after the vote. ONLY items moved off the consent agenda are held out for discussion.

3. Approval of Regular (Action) Agenda

4. Citizen and Board Comments

5. Administrative Reports

6. Old Business

7. New Business

8. Further Business

9. Adjournment



REGULAR BOARD MEETING AGENDA

Tuesday, February 18, 2025 – 6:00 P.M.

660 Community Drive

Estes Park, CO 80517

The mission of the Estes Valley Recreation and Park District is to enrich lives with quality recreation.

1. CALL TO ORDER

- A. Pledge of Allegiance
- B. Moment of Reflection
- C. Conflict of Interest Disclosures

2. CONSENT AGENDA

A. EVRPD Board of Directors Meeting Minutes:

- 1. January 21, 2025 Regular Meeting of the Board of Directors

B. Staff Reports:

- 1. Golf Operations
- 2. Recreation Operations
- 3. Community Center Operations
- 4. District Maintenance
- 5. Marina Operations
- 6. Campground Operations
- 7. Human Resources
- 8. Marketing and Communications
- 9. Project Manager Report

C. Financial Reports

- 1. January 2025 Consolidated FS & Disbursements

3. APPROVAL OF REGULAR (ACTION) AGENDA

4. CITIZEN & BOARD COMMENTS

5. ADMINISTRATIVE REPORTS

- A. Executive Director Report
- B. Finance Director Report

6. OLD BUSINESS

- A. Highlands Scottish-Irish Festival Contract (Discussion/Action)

7. NEW BUSINESS

- A. Capital Lease – Purchase of Equipment (Discussion/Action)
- B. Proposed 2025 Cash related policy changes (Discussion/Action)

8. FURTHER BUSINESS

- A. Meetings to Schedule

9. ADJOURNMENT

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

Michael Fallon, Board Secretary



February 18, 2025

Agenda Item: 2

Agenda Title: Consent Agenda

Submitted by: Tom Carosello, Executive Director

The Consent Agenda for the February 18, 2025 Regular Board Meeting includes:

A. EVRPD Board of Directors Meeting Minutes:

1. January 21, 2025 Regular Meeting

B. Staff Reports:

1. Golf Operations
2. Recreation Operations
3. Community Center Operations
4. District Maintenance
5. Marina
6. Campground Operations
7. Human Resources
8. Marketing and Communications

C. Financial Reports:

1. January 2025 Consolidated FS & Disbursements

Attachments:

Resolution
 Report
 Contract

Letter
 Minutes
 Map

Other:

Board Action Needed:

A Motion to (approve or modify) the Consent Agenda as presented.

RECORD OF PROCEEDINGS

MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS FOR THE ESTES VALLEY RECREATION AND PARK DISTRICT

*Tuesday, January 21, 2025 –6:00 p.m.
Estes Valley Community Center, Conference Room
660 Community Drive, Estes Park, CO 80517*

Present: Heather Bradley, Michael Fallon, Scott Dorman, Mark Moraczewski
Absent: Dan Derman (*Excused*)
Staff: Tom Carosello, Mary Davis, Heather Drees, Robin Fallon
Others: Lisa Essman (*League of Women Voters*)

Prior notice of this meeting was given by posting a notice on the Estes Valley Recreation and Park District Website and posting a notice at the Estes Valley Recreation and Park District's Administration Office.

The meeting was called to order at 6:00 p.m.

Board President Bradley began the meeting with the Pledge of Allegiance and a moment of reflection. Ms. Bradley then asked if any Board members had conflicts of interests related to the agenda. No conflicts of interest were disclosed.

CONSENT AGENDA

The consent agenda for the meeting included:

- A. EVRPD Board of Directors Meeting Minutes:
 1. November 19, 2024 Regular Board Meeting
- B. Estes Valley Trails Committee:
 1. August 3, 2024 Trails Committee Regular Meeting Minutes (*Approval*)
 2. January 14, 2025 Trails Committee Regular Meeting Minutes (*Review*)
 3. Trails Committee Member and Officer Appointment
 4. 2025 Estes Valley Trails Committee Meeting Dates/Times
- C. Staff Reports
 1. Golf Operations
 2. Recreation Operations
 3. Community Center Operations
 4. District Maintenance
 5. Marina Operations
 6. Campground Operations
 7. Human Resources
 8. Marketing and Communications
 9. Project Management
- D. Financial Reports
 1. November 2024 Consolidated FS & Disbursements
 2. December 2024 Consolidated FS & Disbursements

Moved by Mark Moraczewski, seconded by Michael Fallon, to approve the consent agenda as presented.

No discussion. Ayes – 4. Motion carried unanimously

APPROVAL OF REGULAR (ACTION) AGENDA

The Regular (Action) agenda for the meeting included:

4. Citizen & Board Comments
5. Administrative Reports
 - A. Executive Director Report
 - B. Finance Director Report
6. Old Business
 - A. Highlands Scottish-Irish Festival Contract (Discussion/Action)
7. New Business
 - A. Stanley Park Pickleball and Basketball Court Bid Award (Discussion/Action)
 - B. Driving Range Net and Post system Replacement Bid Award (Discussion/Action)
 - C. Administration – 2025 Budget, To Set Mill Levies (Discussion/Action)
 - Resolution 2025-01, To Set Mill Levies Larimer County
 - Resolution 2025-02, To set Mill Levies Boulder County

RECORD OF PROCEEDINGS

- D. Proposed Bylaw Amendment to Section VI C.4 (Discussion/Action)
- E. Approval of Picnic Table Replacement Quote (Discussion/Action)
- F. Resolution 2025-03, Appointing a Designated Election Official and Authorizing the Designated Election Official to Cancel Election for May 6, 2025, Regular Election (Discussion/Action)
- G. 2025 EVRPD Board Meeting Date/Times (Discussion/Action)
- 8. Further Business
 - A. Meetings to Schedule
- 9. Adjournment

Moved by Scott Dorman, seconded by Michael Fallon, to approve the regular (action) agenda as presented.

No discussion. Ayes – 4. Motion carried unanimously

CITIZEN & BOARD COMMENTS

Citizen Comments:

None

Board Comments:

None

Board President Bradley closed the Citizen & Board Comments portion of the meeting.

ADMINISTRATIVE REPORTS

Executive Director Report

Tom Carosello, Executive Director, supplied a written report prior to the meeting.

Mr. Carosello gave an overview of his written report which included updates on the following: Operational Updates, Estes Valley Trails Committee, Capital Project/Infrastructure, Upgrade to District Bond Rating, Grants, the Estes Valley Recreation and Park Foundation, Bureau of Reclamation Updates, EVRPD Staffing, and Policy. In addition to his written report Mr. Carosello reported that the District's upgraded bond rating from A+ to AA- was from "a trend of positive operating results and available general fund reserves well above 15% of operating revenues" and "maintenance of sufficient financial management policies and practices," among other findings.

Discussion:

None

Finance Director Report

Mary Davis, Finance Director, supplied a written report prior to the meeting.

Mary Davis, Finance Director, gave an overview of her written report reviewing the Finance Department goals, Operating Revenues & Expenses, and the Reserves analysis. Ms. Davis reported that the new accounting software Sage Intacct went live on January 1st and Ms. Davis thanked Jeanne Bauer for her role in the implementation of the system.

Discussion:

None

OLD BUSINESS

Highlands Scottish-Irish Festival Contract (Discussion/Action)

Tom Carosello, Executive Director, introduced the action item.

Tom Carosello, Executive Director reported that in 2020, EVRPD agreed to a five-year contract with Highlands Scottish-Irish Festival Inc. which expired after last year's event, and proposed revisions were submitted and evaluated by EVRPD staff and Peggy Young, ScotFest President, over the past few months.

Since costs have risen significantly since the adoption of the 2020 contract; staff is proposing stepped increases in the rental fees for Stanley Park for the 2025-2029 festivals to ensure the EVRPD expenses for accommodating the event are, at a minimum, at a break-even point over the next five years. Expenses for 2023 totaled over \$7,100, while expenses/repairs for 2024 totaled over \$8,000.

Mr. Carosello then went over the proposed changes to the existing contract which included the following sections: Sections 2.F.a, 2.G.a, 2.I.c, 3.E, 3.G, and Section 6 along with the purposed stepped increases in the rental fees for Stanley Park.

Discussion:

The Board discussed the changes to the contract and the cost of past damage to the grounds.

Board consensus was to present the changes to the contract to Highlands Scottish-Irish Festival Inc. and await feedback.

RECORD OF PROCEEDINGS

NEW BUSINESS

Stanley Park Pickleball and Basketball Court Bid Award (Discussion/Action)

Tom Carosello, Executive Director introduced the action item.

Tom Carosello, Executive Director, reported that on Dec. 6, 2024, EVRPD released a Request for Proposals (RFP) seeking bids from suitably-qualified and experienced contractors to design and build four new, post-tensioned pickleball courts (for a total of eight) and one new, post-tensioned basketball court in Stanley Park this summer. Five proposals were received, which were opened on Jan. 7, 2025 at 4 p.m. in the community center conference room.

After careful review of the responses, bidder qualifications/experience and reference checks, staff recommend awarding the bid (pending satisfactory contract negotiations) to Altitude Athletic Surfaces.

Discussion:

Board Member Fallon asked if lighting was included in the proposals. Mr. Carosello replied no, lighting was included in the project at this time as the Town of Estes Park prefers “night sky” but lighting could be added at a later time if it is deemed necessary.

Moved by Scott Dorman, seconded by Mark Moraczewski, to approve awarding the bid for the Stanley Park Pickleball and Basketball Court Construction Project to Altitude Athletic Surfaces, pending satisfactory contract negotiations.

No further discussion. Ayes – 4. Motion carried unanimously

Driving Range Net and Post System Replacement Bid Award (Discussion/Action)

Tom Carosello, Executive Director introduced the action item.

Tom Carosello, Executive Director, reported that on Dec. 20, 2024, EVRPD released a Request for Proposals (RFP) seeking bids from suitably-qualified and experienced contractors to design and build a new driving range fence net and post system at the Estes Park Golf Course.

Four proposals were received, which were opened on Jan. 10, 2025 at 1 p.m. in the community center conference room. After careful review of the responses and further discussions with bidders, staff recommend the bid be awarded to Judge Netting Mountain West, pending satisfactory contract negotiations.

Discussion:

Board Members asked about the age of the previous net and post system, the removal of the old system, and if the new system would be grounded. John Feeny, District Maintenance Manager / Golf Course Superintendent, along with Kim Slininger, EVRPD Project Manager answered all the Boards questions and explained the project in detail.

Moved by Scott Dorman, seconded by Mark Moraczewski, to approve awarding the bid for the Driving Range Net and Post System Project to Judge Netting Mountain West, pending satisfactory contract negotiations.

No further discussion. Ayes – 4. Motion carried unanimously

Administration – 2025 Budget, To Set Mill Levies (Discussion/Action)

Mary Davis, Finance Director introduced the action item.

Mary Davis, Financial Director, reported to facilitate uninterrupted operation, the Board adopted the 2025 Budget on November 21, 2024, with the provision that minor adjustments could be necessary upon receipt of final Certifications of Valuation from the County Assessors.

Staff has received the final Certifications of Valuation from both Larimer and Boulder County and has converted the 2025 Proposed Budget from the working document to the legal requirements of the Colorado Division of Local Government. Resolutions 2025-01 and 2025-02 to set the Mill Levies are required for implementation of the 2025 Budget.

Discussion:

None

Moved by Michael Fallon, seconded by Mark Moraczewski, to approve Resolutions 2025-01, 2025-2 to Set the Mill Levies for both Larimer and Boulder Counties.

No further discussion. Ayes – 4. Motion carries unanimously.

Proposed Bylaw Amendment to Section VI. C. 4 (Discussion/Action)

Tom Carosello, Executive Director, introduced the action item.

Tom Carosello, Executive Director, reported as required by Article XI of the Estes Valley Recreation and Park District bylaws, the Board was notified in writing 10 days in advance (Thursday, Jan. 9) of a proposed amendment to Section VI C.4 of the District bylaws regarding the transition to our new accounting system and “e-authorization” of accounts payable via e-mail/digital means.

The amendment would eliminate the need for two physical signatures from authorized signers and also bring this particular bylaw in line with the revisions to the procurement policy/schedule of authorizations adopted last year. Legal counsel has reviewed and approved the proposed amendment language, and Article XI of the District bylaws requires a majority vote of the Board for approval.

RECORD OF PROCEEDINGS

Proposed Amendment: VI.C.(4) Treasurer of the Board:

The Treasurer shall keep or cause to be kept, strict and accurate accounts of all money received by and disbursed on behalf of the District pursuant to District Policy and record retention requirements. Drafts, checks, and orders authorized by the District shall be signed in accordance with applicable District Policy or Board authorization.

Discussion:

Board Member Dorman asked if there were any concerns with cash handling or an increased risk for fraud. Mr. Carosello replied no, as other District Policies are in place to protect the District.

Moved by Scott Dorman, seconded by Mark Moraczewski, to approve the an amendment to Section VI. C. 4 of the Estes Valley Recreation and Park District bylaws as follows:

Treasurer of the Board. The Treasurer shall keep or cause to be kept, strict and accurate accounts of all money received by and disbursed on behalf of the District pursuant to District Policy and record retention requirements. Drafts, checks, and orders authorized by the District shall be signed in accordance with applicable District Policy or Board authorization

No further discussion. Ayes – 4. Motion carries unanimously.

Approval of Picnic Table Replacement Quote (Discussion/Action)

Tom Carosello, Executive Director, introduced the action item on behalf of Zenda Smith, Campgrounds Manager.

Tom Carosello, Executive Director, reported that over the past 2 years, EVRPD has invested in the replacement of picnic tables in the Estes Park Campground at Mary's Lake, The Estes Park Campground at East Portal, and the adjacent day use areas. This is the third and final year in a three-year replacement plan. This purchase has been pre-approved in the 2025 operating budget and is not going to be "capitalized". Per the EVRPD schedule of authorizations, the purchase must be approved by the board.

Discussion:

Board Member Dorman asked if other quotes were received and if the District was getting the best value and if these tables would be the same as the tables purchased in previous years. Mr. Carosello replied yes, all required purchasing processes have been followed and noted that this was the same supplier and tables from previous years.

Board Member Fallon asked if the older picnic tables would be sold or disposed of. Mr. Carosello stated that in past years the District has just placed free signs on the tables and members of the community happily took them.

Moved by Mark Moraczewski, seconded by Michael Fallon, to approve the purchase of 72 commercial grade picnic tables from RJ Thomas Mfg. Co Inc for a total cost of \$68,884.09.

No further discussion. Ayes – 4. Motion carries unanimously.

Resolution 2025-03, Appointing a Designated Election Official and Authorizing the Designated Election Official to Cancel Election for the May 6, 2025, Regular Election (Discussion/Action)

Tom Carosello, Executive Director, introduced the action item.

Tom Carosello, Executive Director explained Resolution 2025-003 designates Heather Drees as the election official to exercise the authority of the Board in conducting the May 6, 2025 election for board members, who are elected on staggered in odd-numbered years.

Board members whose terms end in 2025 are Scott Dorman and Dan Derman. Dan Derman may run for re-election to serve a second 4-year term, Scott Dorman is term limited.

Resolution 2025-03 also gives Heather Drees the authority to conduct the election on behalf of the Board and if necessary to cancel the May 6, 2025 Regular Election. Mr. Carosello also noted that if the Resolution is not approved, the Secretary of the Board is responsible for conducting the election.

Discussion: None

Moved by Mark Moraczewski, seconded by Michael Fallon, to approve Resolution 2025-03, Appointing Heather Drees as EVRPD's Designated Election Official and if necessary, Authorizing the Designated Election Official To Cancel Election for the May 6, 2025, Regular Election, as presented.

No further discussion. Ayes – 4. Motion carried unanimously.

FURTHER BUSINESS

Board Member Dorman asked that the Estes Valley Recreation & Park Foundation financials be included with the monthly financial reports submitted to the Board of Directors.

Board Member Fallon asked for the balance of the Trails fund, Finance Director Mary Davis replied \$813,369.

RECORD OF PROCEEDINGS

Meetings to Schedule

- **Next Regular Board Meeting:**
Tuesday, February 18 2025 at 6:00 p.m. – Estes Valley Community Center, Lower-level meeting rooms
- **Trails Committee Meeting:**
Tuesday, May 12, 2025 at 6:00 p.m. – Estes Valley Community Center, Lower-level meeting rooms

ADJOURNMENT

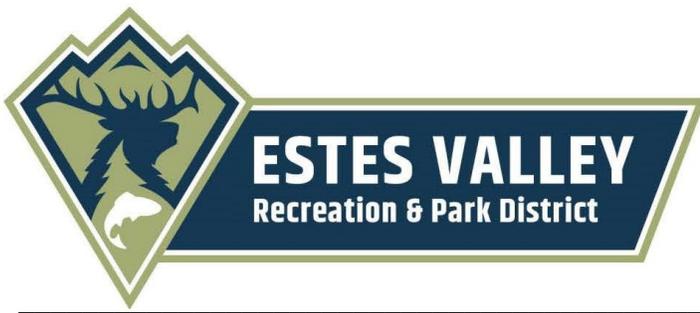
Meeting adjourned at 7:05 p.m.

Heather Bradley, Board President

Michael Fallon, Board Secretary

Recorded by Heather Drees, EVRPD Senior Administrative Assistant

DRAFT



February 18, 2025

Agenda Item: 2.B

Agenda Title: Staff Reports

Submitted by: Austin Logan, Manager of Golf Operations
Lauren Pavlish, Recreation Manager
Amy Alexander, EVCC Operations Manager
John Feeney, District Maintenance Manager
Keith Williams, Marina Manager
Zenda Smith, Campgrounds Manager
Robin Fallon, HR Manager
Lisa Von Bargaen, Marketing and Communications Manager

Attachments:

Resolution
 Report
 Contract

Letter
 Minutes
 Map

Other:



February 18, 2025

Agenda Item: 2.B.1

Agenda Title: Staff Reports – Golf Operations

Submitted by: Austin Logan, Golf Operations Manager

January Performance Overview

January proved to be a successful month in terms of revenue, with strong season pass sales. Despite an increase in rates, sales surpassed last year's numbers, and there were not any complaints about the increase either. Ideally, the continued improvements to the golf facilities will add value to 5-10-30 year pass holders. Additionally, a significant number of weekday pass holders upgraded to full passes, with some even opting for the unlimited pass, aligning with our long-term objectives.

Operational Developments

- Launched seasonal maintenance projects, including:
 - Facility deep cleaning
 - Kitchen equipment maintenance
 - Carpet cleaning
 - Minor facility upgrades
- As spring approaches, we will begin processing incoming merchandise.
- Strengthened communication with incoming staff to facilitate a smooth onboarding process and ensure effective staff meetings. Our goal is to familiarize new employees with real-time work conditions before their arrival.
- Enhancing our POS system by refining data to ensure better integration with our new SAGE accounting software.

February Preparations

February will increase the intensity of preparation for the season. We will present our "Early Bird Golf Special" to the masses for its 8th year. Many people on the front range are eager to secure one of these specials and plan their annual golf trip to Estes Park. We are eager for better weather as we approach the season.

These efforts position us for continued growth and operational efficiency in the coming months.

Golf Operations January Sales Snapshot : Both the 9-Hole and 18-hole.

Description	Sales	
	Item Count	Amount
Accessories	2.00	55.49
Apparel	1.00	52.50
Equipment	3.00	116.20
Footwear	2.00	113.39
Golf Balls	4.00	23.49
Headwear	1.00	20.99
Pass Play	41.00	50,650.00
Passholder Credit	0.00	0.00
Range Token	11.00	696.00
Rental Fee	1.00	40.00
Service Fee	3.00	3.00
Tournament Deposit	0.00	0.00
Upcoming Tournament Entry Fee	0.00	0.00



February 18, 2025

Agenda Item: 2.B.2

Agenda Title: Staff Reports – Recreation Operations

Submitted by: Lauren Pavlish, Recreation Manager

Youth Programs

Current Youth Programs

Teen Interest Pickleball clinic – This is a trial clinic to gauge the interest of Teen Pickleball in Estes Park. Sam Glaza is our instructor and will teach teens the rules and basics of Pickleball. This is Feb 23rd from 11:30-1pm.

Night at the Rec – This event is happening in February on the 21st, it is Superhero theme night. Participants are encouraged to dress up, we will have concessions, video games, superhero themed crafts and friendly competition games in the gym.

Youth Travel Basketball – This is coming to an end next week with our teams in the Longmont Parks and Rec league. All games were held in Longmont and practices in Estes Park. We had 2 3/4th grade teams coached by Charlene Davis and Zac Youtz and one 5/6th grade team coached by Bill Munch.

Mike Richardson from Richardson Team Realty sponsored these teams jerseys!

Little Hoopsters – This program had 4 teams total and included 1/2nd graders. The coaches were Brian Hansen, Jonathan Lewis, Michael and Hanna Rose, Trevor Whittwer, Gus Levario, Wes Pike and Brad Shochat. These participants received a Junior Nuggets jersey with registration.

Little Dribblers – This program had 3 total teams consisting of Prek-Kindergarteners. Our coaches were Bill and Michelle Munch, Jesse Youtz and Alyssa Whittwer, Lauren Pavlish and Michelle Pavlish. These participants also received a Junior Nuggets jersey with registration.

Lil Bobcats Playtime (Cubz Den) – The next session is starting Feb 18 and Feb 19th for both the T/TH and M/W/F sessions. This program is capped at 12 participants for each session and is taught by Haley Dickerson.

Youth Baking Program – Valentines Day Cupcakes- Heaven Belle instructed this class on Feb 8th from 5:30-7pm with 6 participants. They baked and decorated cupcakes in heart shapes with kitchen safety and instruction.

Valentines Day Father Daughter Dance – This new program was a success, on Feb 8th from 5:30-8:30pm Fathers and Daughters dressed up and came to dance. Chris Layton took their picture, You Need Pie provided dinner and desserts, we had a Valentines Day card making station and Brandon Brown was hired as our DJ. This event will become an annual program as customers enjoyed themselves.



Upcoming Spring Youth Programs

Indoor Soccer Series Clinic
Youth Acro-Gymnastics
Flag Football (Noco Elite Sports)
Bobcat Alpinists
Mountain Biking
Babysitters Training
Youth Volleyball
Bobcat Camp
Teen Strength Training
Indoor Baseball Spring Training
Youth Baking Class- Easter Bunny Dessert

Adult Programs

Current / Upcoming Adult Programs

Indoor Golf Sim Golf Tours – Chris Layton is in charge of these indoor leagues, he has 11 total golfers enrolled. There are 3 separate leagues including a 2 person scramble and a Mens and Women’s league. We have upgraded our golf simulator pc after having an equipment malfunction. The new computer is more powerful and will last us longer into the future than the previous one would have. This was a combination of repairs and preventative maintenance that will keep our simulator running during the busy season with less downtime.

Beginner Pickleball Clinic – This clinic is Feb 23rd from 9-11 am taught by Sam Glaze and 3 other volunteer players. It will go over the rules, tips and tricks of Pickleball and how to play a game.

Adult Basketball League – March 4 – Apr 29th; this is 5v5 recreational basketball league. We need 4 teams minimum in order to run the league.

Adult Volleyball League – March 2 – April 27th, we have 6 teams currently registered and are hoping for 4 more. This league is on Sunday nights in the EVCC Gymnasium.

Park and Trails updates

Lauren Pavlish and John Petersen have been working together to train Lauren on daily duties for the Parks and Trail supervisor. On Feb 11th, they attended a CPRA meeting for Parks and Rec professionals in Centennial to listen to a presentation from Rain Bird and network with others in the field. On Feb 13th, Lauren went on winter trail run to learn the trash can locations and winter projects around Stanley park, Cherokee Draw, Wapiti Meadows, Carriage Hills park and Homer Rouse trail . We will be hiring 2 more staff members to help this summer with Parks and Trails so this team will consist of 4 seasonals plus John Petersen as Supervisor.



February 18, 2025
Agenda Item: 2.B.3

Agenda Title: Staff Reports – Community Center

Submitted by: Amy Alexander, EVCC Operations Manager

EVCC Operations

Amy Alexander, Operations Manager

UPCOMING EVENTS & PROJECTS

UNANNOUNCED COUNTY POOL INSPECTIONS | Jan 21

On January 21, 2025, we proudly passed three unannounced county pool inspections with perfect scores. This accomplishment highlights our unwavering dedication to upholding the highest standards of safety and cleanliness across our facilities. Unscheduled inspections play a vital role in ensuring strict compliance with health and safety regulations, reinforcing our commitment to excellence.

LEISURE POOL MAINTENANCE CLOSURE | Feb 3 – 7 | Zach, Nani

Annual leisure pool maintenance.

LEADERSHIP SERIES | First Tuesday of the Month | Starting Feb 4

Starting February 4, we will be launching a leadership series during our operation meeting on the first Tuesday of every month. Each manager will have the opportunity to lead a session and share their perspective on leadership.

PROMOTION | 25% OFF Any Couples Membership | February 14

Get 25% off any couple's membership, new members or expired memberships only

TUESDAY NIGHT LIVE | June 10, July 8, Aug 12 | Julie

Currently we have generated \$9,100 towards 2025 TNL sponsorships. All sponsorship funds are due by March 14.

MANAGER MEETINGS | January 2025

Jan 7	New Release Temple Program updates Lisa, All Staff
Jan 21	Intacct – new accounting program Mary
Jan 28	Sunden illness (part 1) emergency scenario Amy

FINANCIAL HIGHLIGHTS | January 2025

In January 2025,

- Membership revenue increased by \$76,055 compared to January 2024. TYD increased \$76,055 compared to 2024.
- Day pass sales were \$287 per day compared to \$239 per day in January 2024.
- Merchandise/locker rental sales were \$156 per day compared to \$134 per day in January 2024.
- Swim lessons and aquatic classes/rental revenue increased by \$1,357 compared to January 2024. TYD increased \$1,357 compared to 2024.
- Personal training and fitness/adult activities revenue increased by \$981 compared to January 2024. TYD increased \$981 compared to 2024.
- Adult/Youth sports/activities revenue increased by \$1,387 compared to January 2024. TYD increased \$1,387 compared to 2024.
- Rental revenue decreased by \$14,573 compared to January 2024. TYD decreased \$14,573 compared to 2024.

EVCC FINANCIALS | January 2025 – January 2025

DEPARTMENT	ORIGINAL BUDGET	1-MONTH GOAL	YTD REVENUE 1.31.25
Memberships	\$778,500	\$64,875	\$139,430
Health Plan Reimbursement	\$110,000	\$9,167	\$10,465
Merchandise/Locker Rentals	\$60,000	\$5,000	\$4,865
Facility Rentals	\$172,000	\$14,333	\$12,262
Swim Lessons	\$55,000	\$4,583	\$4,075
Aquatic Classes/Rentals	\$19,500	\$1,625	\$3,883
Personal Training	\$50,000	\$4,167	\$4,937
Adult/Fitness Classes	\$27,500	\$2,292	\$1,969
Adult Sports	\$22,543	\$1,879	\$2,385
Youth Sports/Activities	\$75,071	\$6,256	\$6,051
Aquatic Sponsorship	\$2,000	\$167	\$350
Recreation Sponsorship	\$24,000	\$2,000	\$7,900
TNL Sponsorship, Raffle, Parking	\$20,000	\$1,667	\$9,100

DEPARTMENT	2024 JAN	2025 JAN	2025 MONTH GOAL	2025 YTD 1.31.25	2024 ACTUALS	2025 ORIGINAL BUDGET
MEMBERSHIP Carly Paxton daily, weekly, monthly, annual, punch pass	\$63,375	\$139,430	\$64,875	\$139,430	\$736,710	\$778,500
HEALTHCARE REIMBURSEMENT Carly Paxton silver sneakers, renew active, silver & fit	\$9,230	\$10,465	\$9,167	\$10,465	\$110,332	\$110,000
MERCHANDISE/LOCKER RENTALS Carly Paxton merchandise/concessions, locker rentals	\$4,182	\$4,865	\$5,000	\$4,865	\$51,873	\$60,000
FACILITY RENTALS Tonya Russell evcc rentals, stanley, pavilion, lake shelters	\$26,835	\$12,262	\$14,333	\$12,262	\$147,491	\$172,000
SWIM LESSONS Nani Couwenberg private, semi-private, group	\$4,195	\$4,075	\$4,583	\$4,075	\$35,814	\$55,000
AQUATIC Nani Couwenberg aquatic classes, aquatic rentals	\$2,757	\$3,883	\$1,625	\$3,883	\$14,994	\$19,500
PERSONAL TRAINING Julie Bunton private, semi-private, group	\$4,426	\$4,937	\$4,167	\$4,937	\$43,685	\$50,000
ADULT/FITNESS CLASSES Julie Bunton adult & fitness classes	\$1,498	\$1,969	\$2,292	\$1,969	\$25,236	\$27,500
ADULT SPORTS Lauren Pavlish adult sports	\$1,515	\$2,385	\$1,879	\$2,385	\$17,710	\$22,543
YOUTH SPORTS/CLASSES Lauren Pavlish youth sports & classes	\$5,534	\$6,051	\$6,256	\$6,051	\$67,297	\$75,071
AQUATIC SPONSORSHIP Nani Couwenberg sponsorship banners	n/a	\$350	\$167	\$350	n/a	\$2,000
RECREATION SPONSORSHIP Lauren Pavlish sponsorship banners	\$13,743	\$7,900	\$2,000	\$7,900	\$26,153	\$24,000
TUESDAY NIGHT LIVE Julie Bunton sponsorships, food permits, parking, raffle	\$500	\$1,000	\$1,667	\$9,100	\$23,723	\$20,000

Guest Services

Carly Paxton, Guest Services Manager

OVERVIEW

Guest Services had a highly productive and successful January. We kicked off the month with an exciting membership promotion, offering 25% off all memberships during the first week, which generated significant interest. Additionally, healthcare membership renewals kept the team engaged throughout the month and continue to do so. Existing members were delighted to take advantage of the opportunity to “stack” an additional membership onto their current plan, while new members were thrilled to experience our exceptional facility and benefit from this fantastic offer. As a result, we exceeded our one-month membership goal by an impressive \$74,555.27, showcasing the enthusiasm and strong demand for our services.

Membership Revenue YTD 2024 Vs 2025			
Membership Type	01/01/2024 - 01/31/2024	01/01/2025 - 01/31/2025	1 Month Goal
Annual	\$40,359.30	\$112,893.77	\$34,500.00
Punch	\$7,785.00	\$8,081.25	\$4,666.66
Monthly	\$7,421.50	\$8,764.64	\$10,000.00
Weekly	\$380.00	\$792.50	\$1,708.33
Daily Admission	\$7,430.00	\$8,898.10	\$14,000.00
Totals	\$63,375.80	\$139,430.26	\$64,874.99

In addition to exceeding our 1 Month membership goal, the January promotion brought in 96 new members and 18 new corporate memberships. Collectively, we sold a total of 441 memberships. Here's the breakdown per membership type:

- Annual Memberships | Paid Monthly | Resident: 71 memberships
- Annual Memberships | Paid Monthly | Non-Resident: 1 membership
- Annual Memberships | Pd-in-Full | Resident: 214
- Annual Memberships | Pd-in-Full | Non-Resident: 9
- Punch Pass | Resident: 100
- Punch Pass | Non-Resident: 3
- Monthly | Resident: 37
- Monthly | Non-Resident: 0
- Weekly | Resident: 5
- Weekly | Non-Resident: 1

The Community Center continues to experience high activity throughout the week, in line with the addition of nearly 100 new members. To help monitor our growth and engagement, I've created a chart below to track both membership and daily admissions. Our hours of operation are as follows: Monday through Friday from 6 a.m. to 8 p.m., Saturday from 9 a.m. to 6 p.m., and Sunday from 12 p.m. to 5 p.m.

Admissions						
Day of Week	Week 1	Week 2	Week 3	Week 4	Week 5	Total
Monday	643	750	570	704		2,667
Tuesday	750	655	607	609		2,621
Wednesday	closed	633	645	670	617	2,565
Thursday	534	616	571	666	637	3,054
Friday	528	648	591	627	596	2,990
Saturday	343	443	303	307		1,396
Sunday	277	275	300	213		1,065

HIGHLIGHTS

In 2025, we are excited to offer a \$5.00 birthday credit to our members as a way to celebrate and show our appreciation for their continued support. The credit can be redeemed during their birthday month for merchandise or program purchases. To date, 6 members have taken advantage of this thoughtful gesture.

Additionally, we've introduced a facility tour promotion, where patrons who sign up for a tour on our website can enjoy a free day at the Community Center. This initiative is part of our ongoing efforts to increase awareness of our offerings and showcase the value of our services. We're thrilled to share that 19 patrons have participated in tours and received their complimentary day, with 7 of them subsequently becoming new members.

Aquatics

Nani Couwenberg, Aquatics Manager

SCHEDULE

- Holiday hours have concluded as of 1/3/25 and the pools are operating on the regular off-season hours through mid-March.
- The pools were closed on 1/4/25 due to lifeguard training that required the entire day and all staff.
- Deep Water Aerobics returned on 1/7/25 at the new time of 8am. We plan to give this class about 8 weeks to accumulate consistent participation before we decide to make any other adjustments.
- The Hot Tub was reopened by 1/16/25 after the repair to the filtration system was completed earlier in the week.

PERSONNEL

- Nani C. was on vacation through 1/2/25 and returned to the office on 1/3/25. Staff did a fantastic job at managing operations and any incidents that arose during the absence.
- The lifeguard staff renewed their Lifeguard certifications on 1/4/25. The training took 10 hours to complete and everyone who participated passed and received their recertification for an additional two years.
- Nani C. and Lambert C. renewed their Water Safety Instructor certifications in Thornton on 1/12/25 for an additional two years.
- Kaitlynn G. and Sergii I. obtained for the first time their Certified Pool & Spa Operator certifications on 1/16/25. This certification is valid through January 2030.
- By 1/16/25, Luke W., Lily-Ann S., and Henry T. returned to school. We hope to have them back during their spring and summer breaks.
- Kaitlynn G. attended the virtual CPRA Aquatics section meeting on 1/21/25. The main purpose of these section meetings is to increase the knowledge and professionalism of those involved in all aspects of aquatics.
- We are actively recruiting staff for the part-time lifeguard and head lifeguard positions. For information on becoming a lifeguard, please contact swim@evrpd.com.
- Interviews have been conducted for the open Lifeguard position. We have hired Sam D. for the position and have his expected start date scheduled for 2/12/25. Sam is a certified lifeguard living in Loveland who is available to work early morning shifts on a handful of weekdays.

EPSD SWIM & DIVE

- The high school girls swim and dive team resumed practices after the holiday break on 1/2/25 with coaches Nani Couwenberg and Jen Maley.
- The team competed in a handful of meets in January, including regular season meets, weekend invitationals, and the end-of-season league conference meet, where two individual events and one relay event qualified for the 3A Colorado Girls Swimming State Meet on 2/10/25. Go bobcats!

PROJECTS

- The Hot Tub was reopened by 1/16/25 after the repair to the filtration system was completed earlier in the week.
- We confirmed that the upcoming annual Leisure Pool closure will occur from February 3 through February 7 and our tasklist during the closure, which includes adding a new blind-spot mirror, painting walls and the waterslide's platform and stairs, removing and patching rust spots, repairing underwater light fixtures, and general cleaning.

REVENUE as of Jan 31, 2025

Swim Lessons	Budget: \$55,000	YTD: \$4,075.75	7 percent
Aquatics Classes	Budget: \$8,000	YTD: \$565.00	7 percent
Aquatics Rentals	Budget: \$11,500	YTD: \$3,318.50	28 percent
Aquatics Sponsorships	Budget: \$2,000	YTD: 350.00	17 percent

SWIM LESSONS

Swim lessons have returned for their normally scheduled times on Tuesday/Thursday afternoons and Saturday mornings. We had two instructors in the water this month, Kaitlynn G. and Kyan J., who are continuously requested by parents of students in the program.

Tu/Th lessons began on 1/7/25 and Saturday lessons began on 1/11/25. 81 percent of students in these sessions participated in at least one previous session of swim lessons in our program, and the remaining 19 percent of registrants for the month of January are new students.

AQUATICS CLASSES & EVENTS

We are continuing to offer free classes included in a Rec Center membership and other programming for an additional fee. Our current programming is listed below.

- Inclusion Classes

❖ Aerobic Water Walking	Mon/Wed/ Fri	8a-8:50a	Included
❖ Deep Water Aerobics	Tuesdays	8a-8:50a	Included
➤ Deep Water Aerobics returned to the class schedule on Tuesdays at 8am. This is a trial period for the new time and we will make adjustments if necessary in March.			
❖ Swim Stroke Clinic	Thursdays	10:30a-11a	Included

- Other Programming

❖ 100-Mile Swim Challenge	Begins 2/1	During lap swim	\$20 per person
➤ This program is open for registration. As of 1/31/25, 16 participants have registered.			

AQUATICS RENTALS

January held a variety of rental types in the pool area, including 2 lane rentals, 1 dive well rental, 5 non-private pool parties, and 1 reservation during Open Swim in the Leisure Pool. We generated a lot of revenue in the month of January, including a rental booked for July 2025 by a camp group that's visited annually for the last two seasons. We also had 3 classroom parties from EPSD that reserved time during Open Swim at the Leisure Pool per our facility use agreement.

AQUATICS SPONSORSHIPS

This is the first year we have begun to generate sponsorship revenue for Aquatics. In the month of January, we've made one sponsorship sale and we are working with the marketing and maintenance teams on banner production and wall placement. We hope to have our first set of banners up by March.

Fitness and Adult Activities

Julie Bunton, Fitness and Programs Manager

Current Programs

Fitness

- **Fitness Inclusion Classes** – 2 Pilates classes, Zumba Gold, 2 Total Body+ classes, Silver Sneakers Circuit and Boom (2 classes), Zumba, Vinyasa & Yin Yoga, Dance Cardio, 2 Gentle Yoga classes, Intermediate Stretching/Flexibility/Pilates.

These classes are included with an EVCC membership or a day-pass.

I'm really proud of these classes! Our numbers have really grown in the past year. Many of them averaging 15 – 20 in each class. Recently, we have been using every single bike (17) in our Saturday Cycling class. Our instructors are amazing and the members are loving it!



- **Specialty Fitness Classes** - Senior Strength, Stretch & Balance, Zumba Toning, TRX

Adult Activities

- **Elevated Connections** – The weekly activities currently include 2 days of Coffee Time (pictured), Great Courses (pictured), Mahjong Community Play (2 days), Wednesday Art Group (pictured), Adult Chess, Friday Fitness Class – Stretching/Flexibility/Pilates, & Wii Bowling.



- **90's 2 Now** – This is a new inclusion series for those in their 20's-30's. We have planned 4 events each month (sports, crafting, hiking and game nights/potluck) to gather younger adults, at no additional charge to members (non-members pay a day pass to attend), to enable a sense of community for their age group. We had a Kickoff on Jan 10 that involved games, kickball and pizza (sponsored by Sweet Basilico). It was a success!

Spanish class



Cooking Class



Virtual Challenge

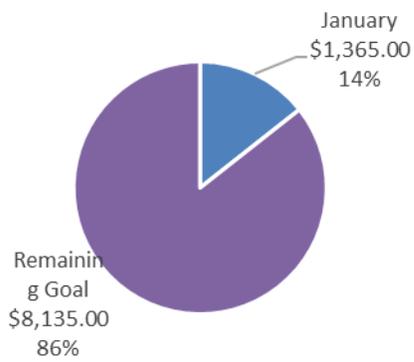


Women's Club

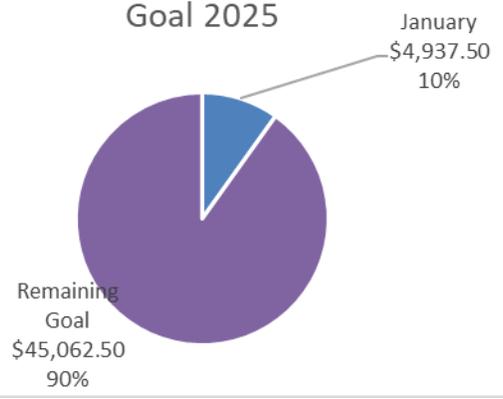


Carly and I were invited to the Women's club to present about the Memberships and Adult Programs. It was a lovely event and presented a chance to meet a potential new instructor for some Adult Classes!

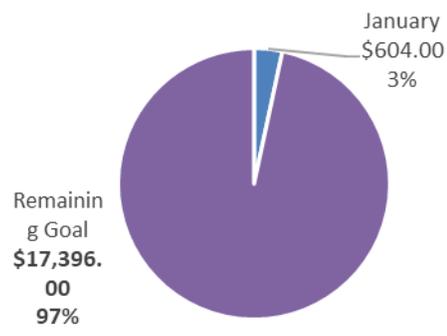
Adult Activities- Progress to Goal 2025



Personal Training- Progress to Goal 2025



Specialty Classes - Progress to Goal 2025



**We lost an instructor that teaches 2 Specialty Classes, so our numbers reflect the loss of those 2 classes.*

Facility Rentals

Tonya Russell, Event Coordinator

February 2025

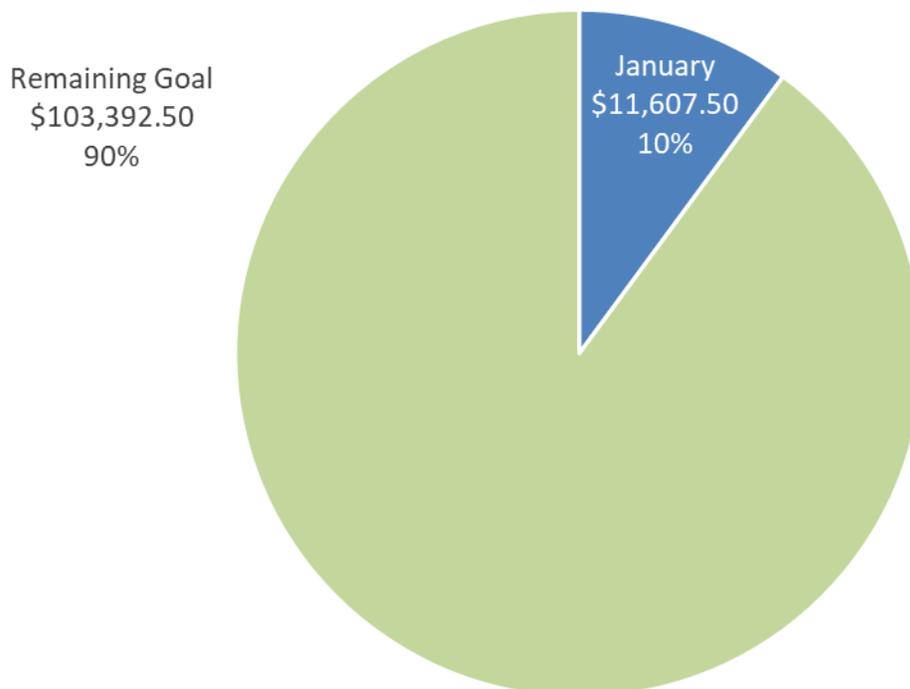
Overview

We are off to a good start on rentals at the Community Center this year, largely due to wedding events booked for spring, summer and fall. We are getting good leads through Eventective and some find us directly. We just published a page on Zola, another wedding planning site, with a free trial through Feb. 21, 2025. We'll see how it goes this month. We had a few Pavilion rentals and a couple other shelter rentals this month – but we also had some canceled summer shelter rentals. Shelter and park rentals should pick up as spring approaches. I have confirmed that the Scottish-Irish Highlands Festival, SnowyGrass Music Festival, CABA Baseball Tournament, Fort Collins Baseball Double-Dip Tournament, and Ravencrest Bike Park rentals will all be back this summer, so that will help Stanley Park.

January 2025, Facility Rentals Revenue:

- Community Center rentals revenue, \$11,607, 10% of annual goal (10% ytd)
- Stanley Park rentals revenue, \$15, 0% of annual goal (0% ytd)
- Marina Pavilion rental revenue, \$420, 3% of annual goal (3% ytd)
- Lake Estes Shelters, \$250, 2% of annual goal (2% ytd)

Community Center Rentals - Progress to Goal 2025



Facility Rentals – February 2025

Estes Valley Community Center

- Ongoing Church of Jesus Christ of Latter-Day Saints (Sundays) – ABC Rooms, Game Room, Classroom, Conference Room
- Ongoing Church of Jesus Christ of Latter-Day Saints Seminary (Mon-Thurs) –Game Room
- Feb. 1 – Weekly Meeting, Men On Fire – Chiquita
- Feb. 1 – Robert Daniel Baptism Reception, Sarah Schmidt – Adams
- Feb. 3 – Backbone Basketball, Backbone Adventures – North Gym
- Feb. 6 – EAD Community Meeting, Estes Arts District – Chiquita
- Feb. 7 – Youth Group, Victory Baptist Church – North Gym
- Feb. 8 – Weekly Meeting, Men On Fire – Chiquita
- Feb. 10 – Backbone Basketball, Backbone Adventures – North Gym
- Feb. 11 – Community Round Table, Visit Estes Park – Chiquita
- Feb. 12 – Members Meeting, Estes Valley Board of Realtors – Chiquita
- Feb. 12 – Youth Activity, Church of Jesus Christ of Latter-Day Saints – Chiquita
- Feb. 13 – Colorado Conservation with Denver Zoo: Boreal Toads and Bison, Estes Valley Watershed Coalition – Chiquita
- Feb. 15 – Weekly Meeting, Men On Fire – Chiquita
- Feb. 17 – Backbone Basketball, Backbone Adventures – North Gym
- Feb. 18 – Strategic Planning Retreat, Estes Valley Fire Protection District – Chiquita
- Feb. 18 – Board Meeting, Estes Valley Land Trust – Classroom
- Feb. 19 – Members Meeting, Estes Park Newcomers Club – Adams/Bighorn/Chiquita
- Feb. 20 – Members Meeting, Estes Valley Board of Realtors – Chiquita
- Feb. 22 – Weekly Meeting, Men On Fire – Chiquita
- Feb. 22 – Square Dance, Stanley Home Museum & Education Center – Adams/Bighorn/Kitchen
- Feb. 24 – Backbone Basketball, Backbone Adventures – North Gym
- Feb. 26 – Colorado Green Business Workshop, Estes Chamber of Commerce – Chiquita

Stanley Park

Though Stanley Park reservations officially begin on April 1, 2025, I have one bride who wants a winter wedding ceremony outside with a view of the mountains. I warned her it will be cold and might be snowing, but that's what she wants. John F. and John P. said it was OK, so she rented the Great Lawn!

- Feb. 22 – Sandoval Wedding, Megan Thompson – Great Lawn

Lake Estes Shelters & Marina Pavilion

Lake Estes Shelters reservations begin on May 1, 2025.

What to Watch Out For

- The Men On Fire bible study group normally meets at the American Legion, but they will be meeting weekly on Saturday mornings 8-9am in Chiquita through at least the end of February due to renovations at the Legion.

Facility Maintenance

Zachary Zeschin, Facilities Maintenance Manager

OVERVIEW

The past month has been very busy for our department. In addition to substantial projects, we have focused on custodial operations while business seems to be increasing, made more complicated by numerous mechanical failures throughout the facility. Fortunately, we have plans in place for all major repairs that are required now. Additionally, with our annual leisure pool closure behind us, we can spend more time focusing on the rest of the facility.

PROJECTS

- We completed a major repair on our hot tub filter. This repair involved disassembly of the entire bump mechanism and tank lid to gain access to a felt filter and to replace a handful of the media fingers inside the unit. This was a full-day repair that was successful and corrected the clarity issues we were constantly having. Upon inspecting the unit, it was clear the old felt gasket was non-existent, giving us a pretty clear “smoking gun” for the systems performance issues over the past few months.
- We completed our annual maintenance closure of the leisure pool this year, but not without some hiccups.
 - o It was discovered 2 days into the closure that two of the underwater niche lights stopped working. This is not uncommon. We placed an emergency service call and had the lights replaced the next day.
 - o When starting the filtration system back up, it was discovered that the mother board controller for the filter had gone bad. We were able to swap the controller from the hot tub, to get the pool running, and to verify that it was in fact the controller that went bad (not power issues or wiring issues). We winterized the hot tub while we waiting for replacement parts.
 - o Other major items completed during the closure include the restoration of the water slide tower, caulking the seams inside the slide, 5 spots of rebar rust on the pool surface were hammered out and patched in, all deck drains cleaned, all skimmers rinsed, all windows power washed, a new visibility mirror was installed, and proof of concept delivered for hanging the new sponsorship banners in the area.

REPAIRS / GENERAL MAINTENANCE

- Some reconfiguration occurred in the Recreation team’s office space. With some shifting of department and staff, we welcome John P from the Parks and Trails department to the facility where he will now office out of.
- A light switch in the classroom was replaced.
- We have had a few snow removal days over the past month. We did have on breakdown of our small UTV for plowing, but we identified a loose ground wire and relay that was bad.
- We had one heavily used piece of weight equipment go out of service (or leg extension/curl machine). We have found that the complicated main pivot and adjustment mechanism has been problematic, and we are now finding that the machine’s performance is compromised because of these problematic designs. We are investigating replacement and repair options right now.
- A Freemotion treadmill has a broken arm rest. Unfortunately, this unit is no longer being produced and used parts are not available. We are working through replacement / repairs options right now.

PERSONNEL / FINANCIAL / ADMINISTRATIVE

- Zach attended a CRPA webinar that was focused on youth and coach mentorship. This was a good session to help us wrap back around creating connections with our younger staff. Creating these connections has been a topic of our facility’s management team as of recent.
- Zach and some other managers also attending a quarterly CRPA Facility Management section talk at Carbon Valley Community Center. It was a worthwhile endeavor as we got to network, learn about other recreation center operations, and tour their new facility.
- Our department has shifted accounting practices to Intaact, and we are exclusively following new processes for invoice submission.
- We continue to focus on staff development including snow plow training, pool pump room training, intradepartmental communication, and skills development.

FEBRUARY 2025 GOLF COURSES/PARKS & TRAILS BOARD REPORT

When winter weather doesn't allow outdoor work, many projects await staff in the maintenance facility. All tee markers, flag sticks, ball washers and trash cans need to be refurbished prior to the upcoming golf season.



The best the skate park has looked in years! The original Lawson Skate Park provided outdoor recreation for EP locals and visitors for many years, but its functional life passed a few years ago.

Demo was completed by Tom Leba and John Peterson 2/7. "Acceptable" working conditions for these two included freezing temperatures and, of course, our Estes Park winds.



FEBRUARY 2025 GOLF COURSES/PARKS & TRAILS BOARD REPORT

RIGHT: The greens covers at the 18 hole course take a beating from the winter winds. Great care is taken by staff during the placement of covers in November. Extra fasteners are installed, and weaker areas are addressed. Inevitably, aging tarps degrade throughout the winter. Staff monitors the approximately two acres of covers and makes repairs when needed. To replace a greens cover on an average size green at the 18-hole course costs approximately \$3,500.

BELOW: Winter is the best time for keeping the 100's of trees throughout the District pruned. Removing dead and low hanging branches has many benefits. Health of the tree, safety, aesthetics, and more efficient maintenance of the surrounding vegetation are all reasons to keep up on tree maintenance.



Colorado is again experiencing a dry winter, one of the driest in the last 30 years, according to the USDA. These dry conditions will lead to desiccation if the dormant turf doesn't receive some moisture. When temperatures reach 40 degrees or higher, staff can keep fairways, greens, tees, and ball field turf hydrated using the District water trucks.





February 18, 2025
Agenda Item: 2.B.5

Agenda Title: Staff Reports – Marina Operations

Submitted by: Keith Williams, Marina Manager

MARINA OVERVIEW

INVENTORY, INVENTORY, INVENTORY! We are starting to receive our retail inventory for this season. We have a lot of new and exciting items which should sell well throughout the year. All must be put into inventory before we open on March 29th.

Eight passenger pontoon boats have arrived and are wrapped and tucked away until boat rentals begin.

In the “off season” we continue to accept credit cards for day use/parking permits. We have seen daily online transactions for parking in all three parking lots. Cash payments are lower than last year. The online parking option is a much smoother process to collect parking revenue in the winter months.

PROJECTS

HAT & SHIRT WALL UNIT

We are working with Creative Store Solutions for a custom-made wall unit to display t-shirts and hats. In the wall space where we housed seven sku's, we will now be able to house 20 sku's. This will make a much better use of the space in the store and keep all hats and apparel in one general location.

PARKING KIOSKS

2025 will see the introduction of parking kiosks at the entrance of Cherokee Draw and Marina Parking lots. Wapiti will have signs with QR code payment directions. We continue to work with the bureau to finalize approvals of kiosk and sign installations.

KAYAK RACKS

In the spring, we will install kayak racks for our marina rental equipment. The racks will be the same as the seasonal racks, but for marina use only. This will help with keeping our items safe and secure in future seasons and will definitely help with wind and other weather-related issues, including having some items fall off or blow away on the old racks.

Tan will be listed on Govdeals.com in time for the Spring selling season.

WHATS HAPPENING AT THE MARINA

FAREHARBOR | ONLINE REGISTRATION SYSTEM

We are currently accepting online reservations for the 2025 rental season. Looking forward to a smooth summer.

<https://fareharbor.com/embeds/book/lakeestemarina/items/?flow=547898>

ANTICIPATED 2025 MARINA OPERATIONAL DATES/HOURS

Marina Open Dates:

Weekends Friday to Sunday

Hours: 8 AM to 6 PM

March 29 to May 18

Note: Between March 29 to May 18, the store may be open weekdays (Monday thru Thursday) depending on weather & staff. No boat rentals on weekdays. Weekday hours will vary.

Weekend boat rentals start May 1st.

Seven days a week

May 23 to August 10

Monday 8 AM to 7 PM

Tuesday 8 AM to 6 PM

Wednesday 8 AM to 7 PM

Thursday 8 AM to 7 PM

Friday 8 AM to 8 PM

Saturday 8 AM to 8 PM

Sunday 8 AM to 8 PM

*Monday, May 26, Hours 8 AM to 8 PM

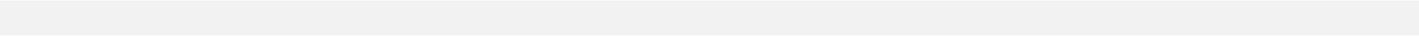
*Friday, July 4, Hours 6 AM to 9 PM. Rentals begin at 8 AM. Bike and pedal carts end at 3 PM (due back to the store by 4 PM). All boat rentals end at 5 PM (due back to the docks by 6 PM)

August 16 to October 26

Weekends Saturday & Sunday only. Boat rentals will be available weekends until October 26.

Hours 8 AM to 6 PM

Note: Between August 16 to October 26, the store may be open weekdays (Monday thru Thursday) depending on weather & staff.





February 18, 2025

Agenda Item: 2.B.6

Agenda Title: Staff Reports – Campground Operations

Submitted by: Zenda Smith, Campgrounds Manager

February 2025

During the month of January and the beginning of February, while the East Portal Campground sleeps under a light layer of snow, we have completed a couple of important maintenance/improvement projects at the Mary's Lake Campground. The water heater in the pool pump house, which has outlived its usable lifespan, has been replaced with a new water heater by Everest Mechanical. The pump house and adjacent restroom are hopefully going to be replaced as soon as the Bureau of Reclamation can commit matching T-28 funding. The reason for this building replacement project is to be compliant with ADA guidelines. The current outdated restroom has a step at the entry, a doorway that is too narrow, and floor space that is too small to accommodate the turning radius needed by an individual in a wheelchair. Fingers-crossed ... this building will be replaced after this season ends and before the 2026 season begins. In addition to the water heater replacement, we have also completed a Wi-Fi improvement project utilizing a tech company out of Greeley called TalkShop. A number of unused access points associated with our old provider, Estes Valley Networks, were removed and a new comprehensive network was created utilizing the much better signal coming in from Trailblazer Broadband.

In addition to these projects, I have been busy processing incoming store inventory, repairing tree fences and support wires, answering guest questions, creating support cases with Aspira to fix bugs in the reservation system, and communicating with our incoming staff members.

On January 15th, I met with representatives from the Bureau of Reclamation and Rocky Mountain National Park to discuss a cooperative effort to finally get a burn plan in place for the area adjacent to the East Portal Campground. A large-scale cutting project occurred 6 years ago. Standing dead trees were cut and piled into "burn teepees". These piles have not yet been burned and continue to present a wildfire hazard. I am now confident that a burn plan will be written, and the piles will be burned by RMNPs professional fire mitigation crew during the winter of 2026.

Our staff selections for the 2025 Camp Host/Camp Store team were finalized back in September, but unfortunately 2 couples had to change their plans, and I am again seeking additional Workcampers to round out team. This can be challenging as we get closer to the upcoming season. Approximately half of our staff is returning from previous seasons and half will be new. I am very excited to have such a nice balance of veterans and new Workcampers, and anticipate that this may be our best team yet.

Other mid-winter tasks that have been completed include:

- updating and ordering campground maps
- updating site descriptions and information on reserveamerica.com
- securing a new contract with our cleaning company
- updating staff training materials and other support documents

In this month's board packet, you will see a request for approval of the purchase of a new 2024 F-250 7.3L truck which will primarily be used to support campground maintenance operations and tow a trailer containing heavy loads of material or heavy equipment between facilities.

The revenue report shows that our year is off to a good start. January 2025 revenue beat all previous years. It looks like it is going to be a very busy season.

Mary's Lake Campground

	2020	2021	2022	2023	2024	2025
January	\$ 72,811.65	\$ 79,296.04	\$ 89,107.65	\$ 94,912.34	\$ 90,631.01	\$ 87,215.81
February	\$ 67,478.42	\$ 75,666.75	\$ 65,751.10	\$ 94,398.68	\$ 79,450.00	
March	\$ 36,826.75	\$ 118,048.15	\$ 62,040.27	\$ 88,714.56	\$ 89,253.62	
April	\$ (3,203.30)	\$ 85,758.60	\$ 57,145.90	\$ 65,864.44	\$ 65,490.73	
May	\$ 72,001.05	\$ 81,600.42	\$ 65,169.58	\$ 70,484.30	\$ 78,437.77	
June	\$ 182,618.18	\$ 115,697.00	\$ 125,615.91	\$ 107,909.66	\$ 121,676.62	
July	\$ 140,483.53	\$ 116,665.83	\$ 131,622.08	\$ 110,958.90	\$ 116,313.39	
August	\$ 116,670.27	\$ 98,481.52	\$ 100,841.92	\$ 85,739.95	\$ 77,494.82	
September	\$ 40,386.35	\$ 52,928.05	\$ 38,880.30	\$ 37,616.09	\$ 38,555.40	
October	\$ 279.32	\$ 368.43	\$ 325.39	\$ 166.87	\$ (69.66)	
November	\$ 125.40	\$ 4,826.16	\$ 4,263.86	\$ 2,244.32	\$ 3,449.08	
December	\$ 26,848.10	\$ 36,180.30	\$ 30,533.85	\$ 32,445.02	\$ 37,635.65	
	\$ 753,325.72	\$ 865,517.25	\$ 771,297.81	\$ 791,455.13	\$ 798,318.43	\$ 87,215.81

Total To Date **\$72,811.65** **\$79,296.04** **\$89,107.65** **\$94,912.34** **\$90,631.01** **\$87,215.81**

East Portal Campground

	2020	2021	2022	2023	2024	2025
January	\$ 44,241.05	\$ 54,076.00	\$ 51,568.50	\$ 56,831.38	\$ 47,995.98	\$ 66,917.35
February	\$ 31,005.20	\$ 56,717.30	\$ 37,848.70	\$ 55,024.35	\$ 49,340.12	
March	\$ 21,793.45	\$ 45,390.85	\$ 41,430.80	\$ 58,381.03	\$ 50,864.23	
April	\$ 1,186.60	\$ 37,108.60	\$ 39,173.85	\$ 37,708.50	\$ 32,409.12	
May	\$ 17,728.17	\$ 36,203.67	\$ 37,603.85	\$ 36,505.65	\$ 41,760.65	
June	\$ 61,712.07	\$ 42,533.87	\$ 42,410.45	\$ 43,638.65	\$ 54,985.97	
July	\$ 73,695.31	\$ 40,195.81	\$ 49,329.85	\$ 44,008.53	\$ 52,713.84	
August	\$ 46,661.76	\$ 38,490.45	\$ 35,808.67	\$ 34,677.28	\$ 26,380.35	
September	\$ 47,512.40	\$ 17,559.78	\$ 12,537.71	\$ 12,115.41	\$ 9,089.57	
October	\$ -	\$ (122.40)	\$ (441.70)	\$ -	\$ -	
November	\$ -	\$ 1,288.15	\$ 1,026.55	\$ 296.23	\$ 667.76	
December	\$ 13,836.15	\$ 12,297.35	\$ 13,685.30	\$ 11,232.20	\$ 9,916.83	
	\$ 359,372.16	\$ 381,739.43	\$ 361,982.53	\$ 390,419.21	\$ 376,124.42	\$ 66,917.35

Total To Date **\$ 44,241.05** **\$ 54,076.00** **\$ 51,568.50** **\$ 56,831.38** **\$ 47,995.98** **\$ 66,917.35**

	2020	2021	2022	2023	2024	2025
Totals To Date	\$ 117,052.70	\$ 133,372.04	\$ 140,676.15	\$ 151,743.72	\$ 138,626.99	\$ 154,133.16
Annual Total	\$ 1,112,697.88	\$ 1,247,256.68	\$ 1,133,280.34	\$ 1,181,874.34	\$ 1,174,442.85	\$ 154,133.16
Annual Budget	\$ 1,074,000.00	\$ 1,128,920.00	\$ 1,222,260.00	\$ 1,173,550.00	\$ 1,134,350.00	\$ 1,045,000.00
over/under	\$ 38,697.88	\$ 118,336.68	\$ (88,979.66)	\$ 8,324.34	\$ 40,092.85	\$ (890,866.84)



Agenda Title: Staff Reports – Human Resources
Submitted by: Robin Fallon, Human Resource Manager

February 2025

HR Goals/Projects

Employee Engagement

- There was no manager’s meeting in January 2025. February manager’s meeting will be on Wednesday, February 19, 2025, at 10am in the Recreation Center Conference Room.
- Formed an Employee Activities Committee. The Committee will plan one event per month. The event for February will be a “Share The Love, Share Some Food” Potluck on Friday, February 14, 2025, at the Community Center during the lunch hour. For March there will be an Employee Appreciation Banner at the Recreation Center during the first week of March. Feel free to stop by and write a note of appreciation to staff.

Safety

- At the January safety meeting we discussed the mission, vision and slogan for the Safety Committee, starting a project to update the District Safety Manual and incident reports. The next meeting is Tuesday, February 18, 2025, at 9am in the Recreation Center Conference Room.

Other Projects for 2024

- Employee reviews have been completed by managers. Following up with managers who have not turned in their reviews to the HR Office.
- Employee Handbook revision. *Update: Still In progress.*
- Wage Survey *Still in process. Expect to complete the survey by March.*

Workers Compensation

November/December one injury (Campground): One open claim: Campground

Turnover Statistics

Dec-24	Active Employees	Terms	New Hires	Monthly Turnover	Q4 Turnover	YTD Turnover
FT	31	0	0	0.00%	0.00%	9.89%
PT	57	1	4	1.72%	5.42%	47.87%
Seasonal Off-cycle	0	0	0	0.00%	0.00%	23.59%
Total	88	1	4	1.12%	3.21%	32.26%
Season End Terms	0					

Seasonal Rehire rate December 0 % Year-end 61.25 %

Staffing/Turnover Summary

There was no full-time turnover in January 2025. Full-time turnover for January 2024 was also 3.23% and for January 2023 was 0%.

Turnover for Part-time employees in January 2025 was 5.08%, compared January 2024 Part-time turnover which was 1.64% and January 2023 was 3.08%.

Total turnover for January 2025 was 3.33% compared to 2.17% for January 2024 and January 2023.

Recruitment

Positions Filled

Specialty Instructors – Hired Apelles Morales

Group Fitness Instructor -hired Trish Wills and Traci Orellana

Fitness Attendant – hired Reagan Brown

Lifeguard -hired Sam Dornseif

Open Positions January 2025

Tennis Recreation Instructor -posted

Volleyball Recreation Instructor-posted

Lifeguards Part-time- posted

Accepting applications for additional Personal Trainers and Specialty Instructors.

All 2025 Seasonal Positions have been posted to our website.



ESTES VALLEY
Recreation & Park District

Marketing and Communications

February 2025

HIGHLIGHTS

The Golf Course signage project is underway. Austin has a budget of \$2,000.00. The total replacement (sign only; not posts) was approx. \$4,800.00 from our wholesale 4Over supplier. Austin has chosen which signs are a priority this year.

I just re-created our Mailchimp newsletters on the new builder. We were on the "legacy" version, and I knew at some point they would stop working. That was this week. I have to admit, the new builder versions do look better!

Aquatics will be selling new sponsorship banners to be hung on the north wall of the leisure pool. Zach took one of our existing Rec banners from the gym railing and hung it up as a test. We all agreed that the size and color needed to be different.

Here's the new version that is the same size ratio as an a-frame insert, with aqua and black rather than navy blue.

Proud Sponsor of EVCC Aquatics



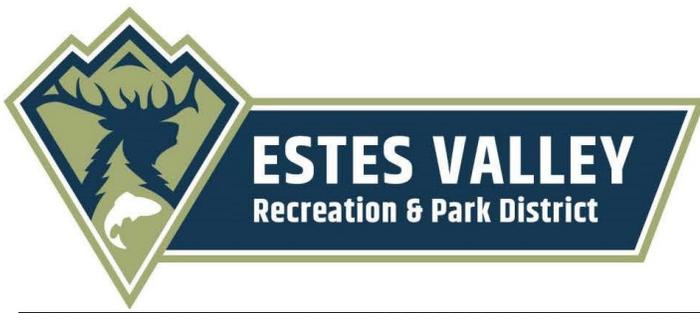
877-404-0056 StreamlineHealth.com

Enrich lives with quality recreation



The Marina webpage rental section has been updated to include the new 8-person pontoon, as well as 2025 operating hours.





February 18, 2025

Agenda Item: 2.C

Agenda Title: Financial Reports

2.C.1 January 2025 Consolidated FS & Disbursements

Attachments:

Resolution
 Report
 Contract

Letter
 Minutes
 Map

Other:

Estes Valley Recreation and Park District
YTD Income Statement 01/31/2025 (8.3% of Year)

	2025 YTD Actual	\$ Change from Last Year	2025 Annual Budget	Actual as % of Budget
Operating Revenues				
Administration	\$ 2,561	2,507	7,300	35.1%
Campgrounds	187,418	\$ 24,391	\$ 1,047,750	17.9%
Community Center	183,883	\$ 68,886	\$ 1,258,500	14.6%
Golf	52,698	8,069	2,218,300	2.4%
Marina	5,267	(2,369)	787,678	0.7%
Parks	(15)	(1,230)	37,800	0.0%
Recreation	17,497	(3,445)	127,113	13.8%
Total Operating Revenues	449,308	96,809	5,484,440	8.2%
Operating Expenses				
Personnel	340,689	113,670	3,803,609	9.0%
Utilities & Fuel	30,023	(20,302)	601,344	5.0%
Operating Supplies	20,274	3,130	487,875	4.2%
Repairs & Maintenance	20,703	4,057	430,850	4.8%
Merchandise Purchases	38,867	12,797	399,320	9.7%
Contract & Professional Services	5,292	(2,960)	176,350	3.0%
IT & Communications	19,064	(470)	240,835	7.9%
P&L Insurance	12,486	1,131	152,164	8.2%
Credit Card Fees	3,787	(1,773)	135,209	2.8%
Other Operating Expenses	5,346	(2,888)	119,600	4.5%
Total Operating Expenses	496,532	106,392	6,547,155	7.6%
Income (Loss) from Operations	(47,224)	(9,583)	(1,062,715)	
Operating Cost Recovery %	90.5%		83.8%	
Non-Operating Revenues				
Property Taxes	-	-	3,090,157	0.0%
Intergovernmental Revenue	-	(735)	277,613	0.0%
Interest Income	32,890	(888)	358,500	9.2%
Transfers from Reserves	-	-	1,053,950	0.0%
Total Non-Operating Revenues	32,890	(1,623)	4,780,219	0.7%
Non-Operating Expenses				
Capital Outlay (or Depreciation)	63,242	49,070	1,735,725	3.6%
County Tax Collection Exp	-	-	58,305	0.0%
Debt Service	81,018	80,617	1,660,627	4.9%
Maint. & Contingency Reserves	-	-	197,078	0.0%
Total Non-Operating Expenses	144,260	129,687	3,651,735	4.0%
Net Income/(Loss)	\$ (158,594)	\$ (140,893)	\$ 65,769	

Estes Valley Recreation and Park District
Balance Sheet as of 01/31/2025

	2025	2024
Current Assets		
Cash - Operating Accounts	\$ 270,733	\$ 512,647
Cash - Investment Pools	8,526,684	7,272,119
Property Taxes Receivable	2,915,166	2,994,130
Accounts Receivable	162,402	212,290
Inventory	158,029	158,029
Prepaid Expenses	202,683	183,273
Total Current Assets	\$ 12,235,697	\$ 11,332,487
Property and Equipment		
Work in Progress	156,416	157,011
Leased Assets	279,486	279,486
Intangible Assets	123,232	123,232
Land	2,115,572	2,115,572
Buildings, Leasehold Improvements & Equipment	46,918,700	45,842,867
Accumulated Depreciation	(13,043,229)	(11,559,171)
Total Property and Equipment	36,550,176	36,958,996
Other Assets - Deferred Amount on Debt Refunding	66,348	72,383
Total Assets	\$ 48,852,221	\$ 48,363,866
Current Liabilities		
Accounts Payable	\$ 160,092	\$ 109,569
Current Portion, Long-Term Debt	1,277,492	1,279,030
Gift Certificates and Customer Funds on Account	26,300	15,089
Accrued Payroll and Compensated Leave Payable	174,628	163,236
Deferred/Unearned Revenue	87,084	119,054
Deferred Property Taxes Receivable	2,915,166	2,994,130
Other Current Liabilities	37,623	32,362
Total Current Liabilities	4,678,384	4,712,470
Long-Term Liabilities		
Leases Payable	2,195,581	2,349,093
Bonds Payable	12,555,000	13,750,210
Total Long-Term Liabilities	14,750,581	16,099,303
Total Liabilities	19,428,965	20,811,773
Net Position		
Beginning Balance	29,581,850	27,569,795
Current Year Net Income/(Loss)	(158,594)	(17,701)
Total Net Position	29,423,256	27,552,093
Total Liabilities and Net Position	\$ 48,852,221	\$ 48,363,866

Estes Valley Recreation and Park District

Check Register

January 1 - January 31, 2025

	Date	Vendor	Document no.	Amount
Operating Account	1/3/2025	V01056--BluGuard Security LLC	153385	34.99
	1/3/2025	V01493--CEBT	153386	38,402.87
	1/3/2025	V01495--Front Range Raynor	153387	362.00
	1/3/2025	V01267--Magic Rose Commercial Cleaning LLC	153388	1,838.00
	1/3/2025	V01434--TORO NSN	153389	229.00
	1/3/2025	V01487--Your Swag Squad	153390	178.64
	1/9/2025	V01013--Air-O-Pure	153391	350.00
	1/9/2025	V01024--Amazon Capital Services	153392	420.46
	1/9/2025	V01498--Aspira	153393	102.60
	1/9/2025	V01137--DIRECTV	153394	377.21
	1/9/2025	V01153--Enviropest	153395	381.00
	1/9/2025	V01166--Estes Park Sanitation	153396	469.66
	1/9/2025	V01180--foreUP Golf Software	153397	1,230.00
	1/9/2025	V01191--Garretson's Sport Center	153398	1,399.72
	1/9/2025	V01496--Gaultier Owen, Patricia	153399	105.00
	1/9/2025	V01194--Golf & Sport Solutions	153400	5,546.60
	1/9/2025	V01286--NAPA	153401	20.92
	1/9/2025	V01295--Northern Colorado Water Conservancy	153402	3,801.18
	1/9/2025	V01312--Park Supply Co	153403	18.17
	1/9/2025	V01335--Prairie Mountain Media	153404	82.80
	1/9/2025	V01357--Range View Security, Inc.	153405	105.00
	1/9/2025	V01371--Rocky Mountain Dumpsters	153406	630.00
	1/9/2025	V01375--Rocky Ridge Civil Engineering	153407	27,030.40
	1/9/2025	V01432--Titleist	153408	87.51
	1/9/2025	V01436--Town of Estes Park	153409	15,824.65
	1/9/2025	V01435--Town of Estes Park	153410	8,209.78
	1/9/2025	V01442--Trailblazer Broadband	153411	1,449.35
	1/9/2025	V01494--ZeroFriction, LLC	153412	259.42
	1/16/2025	V01013--Air-O-Pure	153413	275.00
	1/16/2025	V01034--ArchiveSocial	153414	5,397.40
	1/16/2025	V01104--Colorado Dept of Revenue	153415	346.25
	1/16/2025	V01114--Copoco's Honey	153416	984.82
	1/16/2025	V01137--DIRECTV	153417	284.98
	1/16/2025	V01333--Postmaster	153418	302.00
	1/16/2025	V01380--Safeway Stores, Inc	153419	9.43
	1/16/2025	V01435--Town of Estes Park	153420	503.00
	1/23/2025	V01013--Air-O-Pure	153421	401.50
	1/23/2025	V01024--Amazon Capital Services	153422	3,362.64
	1/23/2025	V01048--Bank of The San Juans	153423	80,617.51
	1/23/2025	V01055--Big Rock Sports, LLC	153424	2,412.04
	1/23/2025	V01061--Briggs Carpet Care of Estes Park, LLC	153425	1,770.00
	1/23/2025	V01062--BSN Sports LLC	153426	46.78

	Date	Vendor	Document no.	Amount
	1/23/2025	V01162--Estes Park News	153427	977.00
	1/23/2025	V01165--Estes Park Rent All	153428	14.49
	1/23/2025	V01167--Estes Park School District R-3	153429	657.11
	1/23/2025	V01199--Grainger	153430	157.48
	1/23/2025	V01502--HDPE Supply	153431	683.78
	1/23/2025	V01232--Johnston Sanitation	153432	1,430.00
	1/23/2025	V01501--Michael Dever	153433	500.00
	1/23/2025	V01282--Mountain Concrete Construction	153434	3,500.00
	1/23/2025	V01350--Quality of Colorado	153435	60.54
	1/23/2025	V01434--TORO NSN	153436	229.00
	1/23/2025	V01454--Universal Controls Solution LLC	153437	2,698.00
	1/23/2025	V01462--Verizon Wireless	153438	108.59
	1/30/2025	V01056--BluGuard Security LLC	153439	34.99
	1/30/2025	V01493--CEBT	153440	38,402.87
	1/30/2025	V01071--CEM	153441	4,704.84
	1/30/2025	V01153--Enviropest	153442	235.00
	1/30/2025	V01503--Estes Park Salud Foundation	153443	240.00
	1/30/2025	V01172--Everest Mechanical Estes Park LLC	153444	2,000.00
	1/30/2025	V01504--Harlequin's Warehouse	153445	900.00
	1/30/2025	V01506--Jeanne Bauer	153446	126.89
	1/30/2025	V01272--Mary Davis	153447	2,210.31
	1/30/2025	V01505--Nathanael Romig	153448	20.00
	1/30/2025	V01305--O'Reilly Auto Parts	153449	66.93
	1/30/2025	V01312--Park Supply Co	153450	464.37
	1/30/2025	V01413--Syndeo LLC aka Yiptel	153451	101.64
	1/30/2025	V01419--Team Petroleum	153452	1,993.62
	1/30/2025	V01422--The Dock Doctors	153453	5,561.42
	1/30/2025	V01436--Town of Estes Park	153454	15,730.22
	1/30/2025	V01480--Wild Tribute	153455	2,445.45
	1/7/2025	V01315--Paycor, Inc.	6011290	1,247.30
	1/24/2025	V01315--Paycor, Inc.	ACH	2,157.81
	1/9/2025	V01498--Aspira	Voided - 153393	(102.60)
Electronic Payments A	1/3/2025	V01293--Northend Self Storage		255.00
	1/9/2025	V01072--CenturyLink		241.25
	1/9/2025	V01149--Eldorado Artesian Springs		23.50
	1/9/2025	V01196--Golf Safety		95.00
	1/9/2025	V01483--Xcel Energy		1,044.74
	1/21/2025	V01072--CenturyLink		94.68
	1/21/2025	V01440--Trail Ridge Printing Co, LLC		19.50
	1/21/2025	V01492--Visa-Bank of Colorado		5,012.68
	1/21/2025	V01472--Waste Management-Estes Park		763.76
	1/21/2025	V01476--Western Paper Distributors Inc.		138.71
	1/28/2025	V01091--ClearStar Inc.		137.25
	1/28/2025	V01095--CO Spec Districts Prop & Liab Pool		1,025.61
	1/28/2025	V01118--Crowley Marine		21,232.20
	1/28/2025	V01190--Gallus Golf LLC		250.00

Date	Vendor	Document no.	Amount
1/28/2025	V01293--Northend Self Storage		255.00
1/28/2025	V01329--Polar Gas		107.77
1/28/2025	V01472--Waste Management-Estes Park		365.78
1/28/2025	V01476--Western Paper Distributors Inc.		1,497.01
1/28/2025	V01483--Xcel Energy		810.61
			328,587.38
	Electronic/Other Transactions:		
	Transfer to Csafe Debt Service Account		7,171.58
	Transfer to Colotrust Investment Account		-
	Transfer to A/P Electronic Pymt Account		43,478.28
	Transfer to DOW Account		-
	Payroll & Payroll Taxes		295,287.16
	Consumer Use Tax Remittance		-
	Sales Tax Remittance		299.44
	Marketing Tax Remittance		-
	Voided Checks		102.60
	Broadvoice refund duplicate posting		48.95
	Total Disbursements from Operating & Electronic Accounts		674,975.39
	Transfer to Csafe Debt Service Account		(7,171.58)
	Transfer to DOW Account		-
	Transfer to Colotrust Investment Account		-
	Transfer to A/P Electronic Pymt Account		(43,478.28)
	Credit Card Fees withdrawn from CC account		2,392.82
	UMB Bond payments wired directly from CSAFE		-
	DOW withdrawals for fishing licenses		-
			626,718.35



February 18, 2025

Agenda Item: 3

Agenda Title: Regular (Action) Agenda

Submitted by: Tom Carosello, Executive Director

The Action Agenda for the February 18, 2025 Regular Board Meeting includes:

4. Citizen and Board Comments:

5. Administrative Reports:

- A. Executive Director Report
- B. Finance Director Report

6. Old Business:

- A. Highlands Scottish-Irish Festival Contract (Discussion/Action)

7. New Business:

- A. Capital Lease - Purchase of Equipment (Discussion/Action)
- B. Proposed 2025 Cash related Policy Changes (Discussion/Action)

8. Further Business:

- A. Meetings to Schedule

9. Adjournment

Attachments:

Resolution
 Report
 Contract

Letter
 Minutes
 Map

Other:

Board Action Needed:

A Motion to (approve or modify) the Action Agenda as presented.



February 18, 2025

Agenda Item: 4

Agenda Title: Citizen and Board Comments

Background Information:

This item is placed on the agenda to give members of the audience an opportunity to comment on any item not on the agenda. It is also an opportunity for the Board to make comments on items that are not covered in the agenda

The Board may either wish to respond to the citizen's comment depending on the background information available or listen to the comments without taking any action. The Board may also table the discussion to a future meeting allowing time for staff to prepare background

Attachments:

Resolution
 Report
 Contract

Letter
 Minutes
 Map

Other:

Board Action Needed:

No action can be taken from citizens or Board comments since such comments were not included on the posted agenda.



February 18, 2025

Agenda Item: 5

Agenda Title: Administrative Reports

Submitted by: Tom Carosello, Executive Director
Mary Davis, Finance Director

Background Information:

Attached are this month's administrative reports

Attachments:

Resolution
 Report
 Contract

Letter
 Minutes
 Map

Other:

Board Action Needed:

None



Feb. 18, 2025

Agenda Item: 5A

Agenda Title: EXECUTIVE DIRECTOR'S REPORT

Submitted by: Tom Carosello, Executive Director

Operational Update –

- EVRPD facilities continue to operate according to the following schedules:
 - a. Lake Estes Golf Course – Closed for the year
 - b. Estes Park Golf Course – Closed for the year
 - c. Community Center – Main facility hours are 6 a.m. – 8 p.m. weekdays and 9 a.m. – 6 p.m. Saturdays; hours are noon to 5 p.m. on Sundays. Pools close an hour earlier than the rest of the facility.
 - d. Lake Estes Marina – Closed for the year
 - e. Mary's Lake and East Portal campground – Closed for the year

Estes Valley Trails Committee – The Trails Committee met in mid-January to review Trail Fund balances, hear an update on grants and review progress with Larimer County regarding the Devil's Gulch/Dry Gulch Trail. A draft IGA for the Devil's Gulch/Dry Gulch maintenance and construction responsibilities was submitted to Larimer County in late January for review. The committee continues to evaluate volunteer opportunities to assist with trail-maintenance projects this year and is still seeking at least one new member. The next meeting is scheduled for late spring.

Capital Projects/Infrastructure – “Finish up” work for the Lawson Skate Park is on schedule for late spring and will include grouting of perimeter riprap and a site visit from Artisan Skateparks to evaluate warranty items and review the process for caulking expansion joints and re-sealing concrete.

Trail Ridge Engineering has completed survey work at the pickleball and basketball court sites in Stanley Park, and geotechnical tests/sampling will be performed when the ground thaws enough to allow excavation. Bonding documents and a signed contract from Altitude Athletic Surfaces for construction of the courts are pending.

Installation of at least one new security camera to monitor the Estes Valley Community Garden in Stanley Park is pending; the garden's board of directors is expected to vote on approval of funding/installing the additional camera at its upcoming meeting.

Engineered specifications for the “new” water and electrical systems at East Portal Campground from G2 Electrical Engineers and Longmont-based Rocky Ridge Civil Engineering (at the 30-percent level) have been completed, pending sign-off on an estimate for the electrical-work portion of the project. The drawings will be used this year to begin gathering

estimates for the entire project cost, and T-28 and/or other federal grant-funding opportunities will be pursued.

Bank stabilization and relocation of fencing along the “dog park shoreline” in Stanley Park, which was given preliminary approval late last year by the Army Corps of Engineers (ACOE), is scheduled for late spring. This “in-house” project should last approximately two weeks in duration, weather permitting.

Plans to replace the “sixth green” bridge at Lake Estes Golf Course are temporarily on hold as we await a determination on the approved grant funding for this project. Although a T-28 grant was approved for the project last year, there is some uncertainty regarding whether the funding will still be available this year due to shifts in policy under the new presidential administration.

Plans to overhaul the restroom in Wapiti Meadows this year have been placed on hold due to the Town of Estes Park’s recent indication that a water main installation along Mall Road originally planned for this summer will not happen until 2026. However, we recently paid the tap fees for the pending remodel at the “locked in” rate of approximately \$6,900 to avoid an expected hike in fees later this year.

Grants – Grant applications are pending for youth sports equipment, water-safety programming, the permaculture program, playground improvements at Stanley Park and outdoor-education programming. Grant applications are also being evaluated for pickleball construction, basketball court construction, the East Portal Campground water/electric system and additional security measures in Stanley Park.

Bureau of Reclamation Updates – The administrative team and department managers continue to work with Reclamation staff at the regional office to refine the annual work plan for this year and evaluate further grant funding for capital improvements and maintenance. NEPA guidelines/approval for budgeted projects and the issuance of last year’s concession-inspection reports are pending.

Staffing –Staffing levels across most of the District remain at satisfactory levels and recruiting for seasonal and part-time positions is increasing each week. The early focus this year will be on recruiting parks and trails maintenance staff, lifeguards, golf pro shop, golf-maintenance and marina staff.

Policy – Focus areas currently include minor revisions to the finance/procurement policies (see separate agenda item), the personnel handbook, “lowering the mod” for workers’ compensation claims/incidents and keeping pace with state property-tax legislation, as well as new background/reporting and training laws for youth recreation programming.

Estes Valley Recreation and Park Foundation – The Foundation Board’s next meeting is tentatively scheduled mid-April. The Foundation continues to partner with Crossroads Ministries, the school district’s Social Services Department, and the community center Guest Services Department to provide 100-percent coverage of the fees for community center memberships/programming to qualifying individuals and/or families. Current financials for the Foundation are included below.

**EVRP Foundation
Balance Sheet
December 31, 2024 and 2023**

	12/31/2024	12/31/2023
ASSETS		
Current Assets		
Bank of Estes Park-Checking	\$ 36,781.50	\$ 40,855.44
Total Current Assets	<u>36,781.50</u>	<u>40,855.44</u>
Total Assets	<u><u>\$ 36,781.50</u></u>	<u><u>\$ 40,855.44</u></u>
LIABILITIES AND CAPITAL		
Current Liabilities		
Accounts Payable	\$ 0.00	\$ 0.00
Total Current Liabilities	<u>0.00</u>	<u>0.00</u>
Total Liabilities	0.00	0.00
Capital		
Retained Earnings	40,341.94	51,840.44
Net Income	<u>(3,560.44)</u>	<u>(11,498.50)</u>
Total Capital	<u>36,781.50</u>	<u>40,341.94</u>
Total Liabilities & Capital	<u><u>\$ 36,781.50</u></u>	<u><u>\$ 40,341.94</u></u>

EVRPF Funding Category Summary 12-31-24			
Designation	Donations	Expenditures	Balance
Dog Park	29,650.00	29,175.00	475.00
EVCC Membership Asst	8,242.56	13,146.50	(4,903.94)
Facilities - Community Center	1,545.10	1,045.10	500.00
General/Undesignated	10,249.90	812.94	9,436.96
Junior Golf	3,500.00	1,000.00	2,500.00
MacGregor Trail	13,750.00	13,750.00	-
Senior General	1,500.00	20.00	1,480.00
Senior Meals	3,159.00	2,616.41	542.59
Skate Park	2,775.64	-	2,775.64
Stanley Park Tennis	10,066.00	3,635.20	6,430.80
Youth Assistance Gen	31,897.91	15,196.00	16,701.91
Youth Scholarships	5,007.00	4,164.46	842.54
Totals	121,343.11	84,561.61	36,781.50

EVRP Foundation
Income Statement
For the Year Ending December 31, 2024 and 2023

	2024	2023
Revenues		
Cash Donations	\$ 0.00	\$ 3,005.00
Interest Income	38.70	43.97
Other Income	0.00	10.62
General Operating Support	936.86	344.77
Youth-Sports	100.00	2,550.00
C Ctr Mem/Pass-General	1,955.00	0.00
Fac & Equip-Parks	3,150.00	2,500.64
	6,180.56	8,455.00
Expenses		
Professional/Contract Services	0.00	34.00
SCH-Youth Sports	417.00	157.50
SPO-Youth Sports	0.00	550.00
SCH-Senior Classes	0.00	20.00
Membership/Passes-General	2,181.00	1,339.00
Member/Pass-Youth'Family	4,013.00	2,923.00
Membership/Passes-Senior	540.00	180.00
Fac Impr Equip-Golf	0.00	1,000.00
Fac Impr Project-Parks	2,590.00	0.00
Fac Impr Project-Trails	0.00	13,750.00
	9,741.00	19,953.50
Net Income	(\$ 3,560.44)	(\$ 11,498.50)

*As always, please do not hesitate to contact me at any time via cell phone at (970) 382-1356 or e-mail (tomc@evrpd.com) with questions, comments and suggestions.



February 18, 2025

Agenda Item: 5.B

Agenda Title: Finance Director's Report

Submitted by: Mary Davis, Finance Director

January 2025

2024 Audit – Logan and Associates will be performing the District's 2024 Audit. We've been in touch with the auditor regarding a GASB update which will affect year-end accrual of sick leave payable; and have received the list of items needed for audit. Fieldwork is scheduled for the week of April 7.

Finance Department Goals:

- **Full Implementation and Training on New Accounting System** – All Location Managers and most Assistant or Functional Managers have been set up as users in Sage Intacct. We have begun one-to-one orientation and training on how to use the system to record and code purchases as well as how to access reports and other useful data. As is the case with any significant change, there is an expected learning curve and some trepidation as team members are asked to adopt new processes and routines. Daily progress is being observed and acknowledged.
- **Continue to Improve Financial Reporting Transparency and Efficiency** – All team members using Sage Intacct have been given as much access as possible within the limitations of our license agreement and consideration of protecting sensitive banking information. All users can see reports and transactions for the entire District, not just for their respective Locations or Departments. At a minimum, exposure to this information will help with recognition that EVRPD is one organization with a unified mission. Better yet, this enhanced level of transparency creates opportunities to learn and leverage resources and best practices across the District.

Operating Revenues and Expenses – Total Operating Revenues for January are at 8.2% of the annual budget and \$96,809 more than January 2024.

- Campgrounds operating revenue is off to a positive start at \$24,391 more than this point in 2024.
- Community Center operating revenue for January is a notable \$68,886 more than in 2024.
- Golf operating revenue for January is \$8,069 more than in 2024.
- Marina, Parks and Recreation January operating revenue numbers are all slightly behind 2024 – down by \$2,369, \$1,230 and \$3,445 respectively.

Operating expenses are at 7.6% of budget overall and are \$106,391 higher than in 2024, primarily due to having three payrolls with January dates.

Non-Operating Revenues and Expenses – The only non-operating revenue recorded in January was interest income, which was \$889 less than in January 2024 and 9.2% of the annual budgeted amount.

During January, the District invested \$63,242 in capital purchases (3.6% of annual budget) and paid \$81,017 on the lease for the 18-Hole irrigation system.



Feb. 18, 2025

Agenda Item: 6.A

Agenda Title: Highlands Scottish-Irish Festival Contract (Discussion/Action)

Submitted by: Tom Carosello, Executive Director

Background Information:

In 2020, EVRPD agreed to a five-year contract with Long's Peak Scottish-Irish Festival Inc. which expired after last year's event. Since costs have risen significantly since the adoption of the 2020 contract; staff is proposing stepped increases in the rental fees for Stanley Park for the 2025-2029 festivals to ensure the EVRPD expenses for accommodating the event are, at a minimum, at a break-even point over the next five years.

After feedback from the Board at the January 2025 meeting, I submitted revisions to Peggy Young for comment and approval. Below are the final, proposed changes to the existing contract:

A. Friday prior to Labor Day

- a. The District will mark all private irrigation heads and lines within 18 inches of estimated center on either side of lines to notify Licensee of underground irrigation and electrical systems and the protection thereof; Licensee will be responsible for locating and marking all public utilities (by calling the free "811" utility-locates request hotline).
- b. Licensee may set up peripheral tents provided they do not present a danger to park users, but not on the sports fields, the turf area outside of Field 3 or in the dog park **unless mutually agreed upon by both parties.**

G. Sunday prior to Labor Day

- a. Placement and installation of tent frames/stakes may begin on Field 3 and the green space beyond the outfield fence only. Nothing may be laid on the ground that will prevent the irrigation heads from working properly or being able to reach intended turf **unless mutually agreed upon by both parties.**

Attachments: Draft Highlands Scottish-Irish Festival Contract (2025-2029)

Staff Recommendation:

Staff recommends approval of the Highlands Scottish-Irish Festival Contract for 2025-029, with the rent for use of Stanley Park set at \$8,000 per festival in 2025 and 2026, \$9,000 per festival in 2027 and 2028, and \$10,000 in 2029.

Board Action Needed:

A motion to (approve, deny, table) the Highlands Scottish-Irish Festival Contract for 2025-2029.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made this _____ day of _____, 2025, between ESTES VALLEY RECREATION AND PARK DISTRICT, a special district organized and existing under and by virtue of the laws of the State of Colorado, hereinafter called "District", and Longs Peak SCOTTISH/IRISH HIGHLAND FESTIVAL, INC., a Colorado non-profit corporation, hereinafter called "Licensee", upon the following terms and conditions:

1. The District hereby grants to the Licensee the right to use Stanley Park on the following conditions and terms:
 - A. The purpose for the license is to conduct a Scottish/Irish Festival on the first Friday, Saturday, and Sunday after Labor Day in September.
 - B. The office space of the Stanley Park maintenance building, inline hockey/pickleball courts, bike park, community garden, indoor shooting range, and the upper tennis courts are excluded from this License Agreement.
 - C. The District anticipates construction of a new asphalt main parking lot, including drainage mitigation and infrastructure at a future date. Upon completion of the new surface, no equipment or tents will be allowed on the parking lot that will penetrate or damage the asphalt surface. The uses related to this parking lot need approval prior to use.
 - D. The rent for said use of facilities is \$8,000 per festival in 2025 and 2026, \$9,000 per festival in 2027 and 2028, and \$10,000 in 2029. Those rental fees will be utilized to overseed, complete cultural turf practices including grooming/sweeping turf grass and topdressing the three athletic fields and green space beyond field 3.
 - E. The Licensee agrees to provide the District with a free business card size ad in the festival program each year.
 - F. Licensee shall not assign this License Agreement or any interest therein, nor let or sublet the said premises or any part thereof or any right or privilege appurtenant thereto, nor permit the occupancy or use of any part thereof by any other person/business/organization except as permitted by this License Agreement. Said let or underlet shall be grounds for termination of License Agreement by the District.
 - G. With respect to all matters covered by this License Agreement, Licensee's records and documents shall be subject at all times to inspection review or audit by the District. Licensee will supply District any documentation that may be needed by the District to file required compliance reports to the Town, County, State or Federal governments.
 - H. Licensee may not make alterations or improvements to the assigned premises without written consent of the Executive Director or their designee representing the District. Such written consent will not be unreasonably withheld or delayed. If structural changes are required, the District shall cooperate with the Licensee to arrange for and supervise all necessary construction work and arrange which party is responsible for all costs associated with providing the changes. All improvements made at the facility are based on available resources to fulfill improvements. As resources become available, capital projects will be implemented. The District completes a 5-year Capital Improvement Plan annually and welcomes the Licensee to participate in

this process if they so choose.

New construction must meet all federal, state, and local requirements. Present facility construction and facility conditions are under a grandfather clause until construction modifications are made to the property or facilities.

2. The schedule granted by the District to include planning, setup, conducting the event, and cleanup and removal of temporary facilities is as follows:
 - A. Thirty (30) days prior to the festival, Licensee shall submit to the District for its approval, a detailed map and description (Google map, for example) of temporary facilities, such as booths, tents, and similar types of installations and events to be held at Stanley Park. In addition, the Licensee shall designate an individual and an alternate to act on behalf of the festival as the contact with the District. The District will designate a contract administrator and an alternate to act on behalf of the District as the contact with the Licensee.
 - B. Thirty (30) days before the festival, the District representative and the Licensee representative shall conduct an on-site meeting to discuss final plans for the festival and coordination of support staff as outlined in Item 4.D.
 - C. At least ten days (10) prior to the festival, the District will mow the native turf areas near the southeast parking lot.
 - D. Ten (10) days prior to the festival, the Licensee shall provide proof of insurance to the District naming the District and the Town of Estes Park as additional insured as outlined in Item 3.M.
 - E. Thursday prior to Labor Day, a physical inspection will be conducted by both parties to identify the condition of the facilities.
 - F. Friday prior to Labor Day
 - a. The District will mark all private irrigation heads and lines within 18 inches of estimated center on either side of lines to notify Licensee of underground irrigation and electrical systems and the protection thereof; Licensee will be responsible for locating and marking all public utilities (by calling the free "811" utility-locates request hotline).
 - b. Licensee may set up peripheral tents provided they do not present a danger to park users, but not on the sports fields, the turf area outside of Field 3 or in the dog park **unless mutually agreed upon by both parties.**
 - G. Sunday prior to Labor Day
 - a. Placement and installation of tent frames/stakes may begin on Field 3 and the green space beyond the outfield fence only. Nothing may be laid on the ground that will prevent the irrigation heads from working properly or being able to reach intended turf **unless mutually agreed upon by both parties.**
 - H. Monday, Labor Day
 - a. Tent setup may begin on the sports fields 1, 2 and 3.
 - b. Tents must be raised and the sides up to allow turf irrigation thru Wednesday morning.
 - c. If extreme heat, drought or other unusual conditions should place the turf in distress the District reserves the right to irrigate through Thursday morning and begin irrigating again on Monday after the festival is over. The Licensee will

be notified in advance should this be necessary.

- I. Tuesday prior to the festival
 - a. Festival setup begins as per Item 2.A. Dog Park is closed.
 - b. Licensee may begin perimeter control at 8:00 a.m. No organized programming will be scheduled..
 - c. Setup of bleachers may begin. Nothing may be placed on top of marked irrigation heads to prevent them from working properly.
- J.
- K. Friday
 - a. Festival begins.
 - b. Facilities at Stanley Park are not available for public usage
 - L. Sunday after 5:00 p.m. – cleanup and takedown of tents.
 - a. Licensee may begin using ball field lighting.
 - M. Monday following the festival
 - a. programs by the District are not scheduled.
- N. Tuesday following the festival
 - a. All tents and equipment removed from the park by 5 p.m. and turf irrigation begins. All equipment that is not removed from the park must be placed and secured in one area designated by the District. The Festival and the contractor will continue to be liable for any loss, damage or injury that may result from this equipment being on the property.
 - b. Cleanup completed by 5:00 p.m. by the Licensee as per Item 3.Q.
 - c. Maintain perimeter control through 5:00 p.m.
 - d. An inspection by the District and the Licensee to determine the conditions of Stanley Park and identify any areas that need to be corrected as per the agreement, with a report to be issued no later than the second Monday following the conclusion of the event.
 - e. Programs may proceed after 5 PM in the park.
- O. Wednesday – District programs resume as well as full use of facilities.

3. The Licensee agrees to the following conditions:

- A. Licensee may erect temporary facilities, such as booths, tents, and similar types of installations to conduct the festival. The Licensee shall submit the plans for such temporary installation to the District for its approval as per Item 2.A.
- B. Licensee shall utilize equipment as needed for setup and removal of temporary facilities. The District requires the use of turf-friendly equipment (i.e. turf tires) as the equipment used for setup.
- C. Licensee shall provide all labor to erect and remove temporary tents and booths, conduct the festival, and clean the facilities.
- D. Licensee shall furnish all labor necessary to remove debris, waste paper, litter, animal waste, and other materials brought onto the premises, other than those duties performed by the District as outlined in 4.D. Debris, waste paper, litter, etc. must be removed on a regular basis, and especially at the end of each day, as to not attract bears.
- E. Licensee shall provide the necessary dumpsters for trash collection and empty as

necessary. Dumpsters shall be removed the Tuesday following the festival by 5 PM except for the main dumpster that shall be removed by 5 PM on Wednesday and must be pre-approved for location placement.

- F. Licensee shall provide the necessary personnel for crowd control, security, and emergency medical services. Fire and emergency access must be maintained at all times during the festival. A minimum of one highly visible first aid station must be provided.
- G. Licensee shall provide the necessary labor for cleaning and provide the paper products to maintain the concession area used as a commissary.
- H. Licensee shall provide the necessary portable sanitary facility units in areas as approved by the District. ADA accessible units must be provided as necessary.
- I. Licensee shall have control and supervision of parking in designated parking areas.
- J. Events such as dog shows and sheep herding may be held.
- K. Licensee shall at all times during the term of this license conduct all operations in accordance with applicable federal, state and local statutes, rules and regulations, including fire codes. The Licensee shall be responsible for obtaining all licenses and permits, including liquor license, and to pay any and all sales, use, or occupation taxes, fees and license charges which may be applicable to the festival.
- L. Licensee shall obtain comprehensive public liability insurance for injury to person or personal property during the times of all phases of the festival, to include setup, during the festival, and takedown of the festival. The coverage shall be in the amount of no less than \$1,000,000 combined single limit for bodily injury, and property damage with a \$1,000,000 aggregate limit. Said policy or endorsements thereto shall include liability coverage for food and for "Dram Shop Act" liability (Colorado Revised Statutes 13-21-103; 12-46-112.5; and 12-47-128.5). The District reserves the right to approve of the insurance carrier, which approval will not unreasonably be withheld. The District and the Town of Estes Park, its directors and employees, shall be named as additional insured.
- M. Licensee agrees to hold the District and the Town of Estes Park, its directors and employees, harmless from all claims, demands and liabilities for injury to person or damage to property which arise out of said festival, except to the extent that the District, its directors or employees, negligently or willfully caused or contributed to the same.
- N. Licensee acknowledges that it is familiar with the premises and that it is free from unreasonable risks of harm to the festival, participants, and the general public. Licensee's employees and agents shall be responsible for periodic inspection of the premises during the event to identify and remove or rectify any newly created condition which could constitute unreasonable risks of harm to others.
- O. Licensee shall designate and authorize an individual to serve as the contact on behalf of the Scottish Festival. Notification of the designee shall be done in writing and the Licensee may change the designee by notification to the District in writing.
- P. Upon completion of the festival, Licensee shall restore the premises to the same condition which existed on the commencement of the use, excluding ordinary wear and tear. A pre and post-evaluation of existing conditions will be performed.
- Q. Repairs made during setup, festival occurrence, and during tear down are the responsibility of Licensee to reimburse the cost of replacement as well as District

staff time spent for replacement/repairs as it pertains to Item 4.D, or the cost of the contracted outside resources to perform the repair/replacement work.

4. The District agrees as follows:
 - A. The District shall grant the Licensee full and exclusive right to establish retail booths to dispense food and beverages, including alcoholic beverages, during the festival, including the right to allow other persons or firms to do so under the supervision of Licensee.
 - B. The District agrees to make the ball field lighting available for setup, festival activities and events, and takedown and cleanup. A key to the lighting system will be issued to a designated individual and no reproductions can be made of the key. This key(s) must be returned to the District during the Tuesday final inspection.
 - C. No organized tennis activities will be scheduled from Tuesday prior to the festival through Tuesday following the festival. The upper west tennis court gate will remain open for casual play.
 - D. The District agrees to provide support personnel to assist in the setup, festival, and takedown. The scope of services provided by the District may be accomplished by in-house personnel or contracted by outside resources. In the event the services are contracted, the cost of services performed will be compensated directly by the Licensee. The cost for support services will be included in the annual rental fees as listed in Section 1.D of the contract. The pre-festival support services provided by the District will include:
 - a. Marking the underground irrigation utilities with spray paint on Friday prior to Labor Day.
 - b. Provide turf repair, caused by foot traffic, utilizing aeration, seeding, and sweeping equipment.
 - c. Additional responsibilities may be requested by the Licensee for duties outside those items listed above. The District, at its discretion, will perform those duties at a flat rate of \$30 per employee per hour, which will include vehicle use.
 - E. The District will provide a contract administrator that will either be on the site or accessible by portable phone to assist in maintenance and repair items of District owned facilities.
 - F. The District will provide a pre-festival and post-festival evaluation to determine the existing condition of the park. The designated individual of the Licensee will be invited and required to attend such evaluations.
5. In the event of breach of this License Agreement by either party, the non-defaulting party shall have any right or remedy permitted by law or in equity for enforcement. The District shall have the right, in the event of breach by Licensee, to declare the license terminated.

6. This license shall cover the Scottish/Irish Festivals to be held in the years 2025 through 2029, and the terms herein contained shall apply to each such festival. This license shall terminate at 6:00 p.m. on the Tuesday following the festival in 2025. Upon annual mutual agreement of both parties, this License Agreement may renew for consecutive years through 2029 under the same terms and conditions as herein contained.

7. This License Agreement contains all the terms and conditions between the parties, and no alteration, amendment, or addition shall be valid unless in writing and signed by both parties with written concurrence by the District Executive Director or designee and the Licensee Vice President or their designee.

Nothing in this Agreement shall be construed as a waiver by the District of any rights, limitations, defenses, privileges or immunities available to it under the Colorado Governmental Immunity Act, as it may be amended from time to time, or by common law. In addition, nothing herein shall be construed as granting any right or benefit to any third party who is not a party to this Agreement.

IN WITNESS WHEREOF, the parties have signed this License Agreement in duplicate original the day and year first above written.

ESTES VALLEY RECREATION AND
PARK DISTRICT BOARD OF DIRECTORS

LONGS PEAK SCOTTISH/IRISH
HIGHLAND FESTIVAL, INC.

By _____
President

By _____
President



February 18, 2025

Agenda Item: 7.A

Agenda Title: Capital Lease-Purchase of Equipment

Submitted by: Mary Davis, Finance Director

Background Information:

The 2025 Capital Budget includes capital lease payments for acquisition of two greens mowers, a heavy-duty utility vehicle and a pickup with additional towing capacity.

Equipment	Budget assumptions	Actual cost
Greens mowers	\$90,000	\$122,024
HD Utility Vehicle	\$60,000	\$42,310
Pickup truck	\$85,000	\$62,763
Total	\$235,000	\$227,097
Budgeted annual payments	\$66,273	\$62,508

Staff contacted Bank of Colorado and US Bancorp for proposed financing rate/terms on a 4-year capital lease with quarterly payments. Bank of Estes Park does not offer capital lease financing. Bank of Colorado did not provide a proposal and US Bancorp proposed an interest rate of 4.62%.

After analyzing the financing proposals, budget and actual cost of equipment, staff recommends entering into a 4-year, quarterly payment capital lease-purchase agreement with US Bank to finance the four pieces of equipment.

Attachments:

Resolution
 Report
 Contract

Letter
 Minutes
 Map

Other: Lease Agreement

Staff Recommendation:

See above

Board Action Needed:

Motion to (approve, modify, deny) execution of a 4-year capital lease-purchase financing agreement, subject to annual appropriation, with US Bancorp for a total of \$227,097 at an interest rate of 4.62% for the acquisition of two greens mowers, a heavy-duty utility vehicle and a pickup truck.

DOCUMENT CHECKLIST
PLEASE SCAN ALL OF THE DOCUMENT TO EFGLFDOCS@USBANK.COM
PRIOR TO SENDING ORIGINALS TO ADDRESS BELOW

PLEASE EXECUTE ONE (1) ORIGINAL SET OF ALL DOCUMENTS
(NO FRONT & BACK COPIES, PLEASE)

RETURN ALL ORIGINALS TO:

U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC.
KEVIN JARAMILLO
1310 MADRID STREET
MARSHALL, MN 56258
303-585-4079

- Addendum/Amendment to Master Tax-Exempt Lease/Purchase Agreement** – This document must be executed in the presence of a witness/attestor. The attesting witness does not have to be a notary, just present at the time of execution.
- Property Schedule No. 4** - This document must be executed in the presence of a witness/attestor. The attesting witness does not have to be a notary, just present at the time of execution.
- Property Description and Payment Schedule – Exhibit 1**
- Lessee’s Counsel’s Opinion – Exhibit 2.** This exhibit will need to be executed by your attorney, dated and placed on their letterhead. Your attorney will likely want to review the agreement prior to executing this opinion.
- Lessee’s General and Incumbency Certificate – Exhibit 3.** Include in your return package a copy of the board minutes or resolution for our files.
- Payment of Proceeds Instructions – Exhibit 4.** Intentionally Omitted.
- Acceptance Certificate – Exhibit 5.** Intentionally Omitted.
- Bank Qualification and Arbitrage Rebate – Exhibit 6.**
- Notification of Tax Treatment** – Please provide your State of Sales/Use tax Exemption Certificate.
- Form 8038-G** – Blank form and instructions provided to Lessee. Please consult your CPA, local legal or bond counsel to fill out. Please **provide a copy** for closing and **mail the original to the IRS** at the following address (pre-paid UPS label will be provided upon request):
 - Internal Revenue Service Center
 - Department of Treasury
 - 1973 Rulon White Blvd
 - Ogden, UT 84201-1000
- Vehicle Titling Memo**
- Escrow Agreement** – This document needs to be executed by the Executing Official defined in the Lessee’s Certificate – Exhibit 3.
 - Investment Direction Letter – Exhibit 1.** This document needs to be executed by the Executing Official.
 - Schedule of Fees – Exhibit 2.**
 - Requisition Request – Exhibit 3.** This document should be retained by Lessee and utilized to request disbursements from the escrow account. Please make copies and fill out as many as are needed.
 - Final Acceptance Certificate - Exhibit 4.** This document should be retained by Lessee and provided to Lessor once all the proceeds have been disbursed from the escrow account.
 - Escrow Incumbency Certificate & Call-backs – Exhibit 5.**
 - Class Action Negative Consent Letter – Exhibit 6.**
 - IRS Form W-9.** This document should be retained by Lessee and submitted with the Requisition Request(s) for each vendor being paid. Please make copies and fill out as many as are needed.
- Insurance Authorization and Verification** – To be filled out by the Purchaser and sent to your insurance carrier. A valid insurance certificate, or self-insurance letter if the Purchaser self-insures, is required prior to funding.

ADDENDUM (COLORADO)
Master Tax-Exempt Lease/Purchase Agreement

THIS ADDENDUM, which is entered into as of February 25, 2025 between U.S. Bancorp Government Leasing and Finance, Inc. ("Lessor") and Estes Valley Recreation and Park District ("Lessee"), is intended to modify and supplement the Master Tax-Exempt Lease/Purchase Agreement between Lessor and Lessee of even date herewith (the "Master Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Master Agreement.

Notwithstanding anything to the contrary set forth in the Master Agreement, title to the Property subject to each Property Schedule shall remain in Lessor during the Lease Term for such Property Schedule, subject to lessee's rights under the Master Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.
By:
Name:
Title:

Lessee: Estes Valley Recreation and Park District
By:
Name:
Title:

Attest:
By
Name:
Title:

Property Schedule No. 4

Master Tax-Exempt Lease/Purchase Agreement

This **Property Schedule No. 4** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), dated as of February 29, 2016, between U.S. Bancorp Government Leasing and Finance, Inc., and Estes Valley Recreation and Park District.

1. Entire Agreement; Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. The Master Agreement, this Property Schedule and the associated documents hereto constitute the entire agreement between Lessor and Lessee with respect to the Property and supersede any purchase order, invoice, request for proposal, response or other related document. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
2. Commencement Date. The Commencement Date for this Property Schedule is February 25, 2025.
3. Property Description and Payment Schedule. The Property subject to this Property Schedule is described in Exhibit 1 hereto. Lessee shall not remove such property from the locations set forth therein without giving prior written notice to Lessor. The Lease Payment Schedule for this Property Schedule is set forth in Exhibit 1.
4. Opinion. The Opinion of Lessee's Counsel is attached as Exhibit 2.
5. Lessee's Certificate. The Lessee's Certificate is attached as Exhibit 3.
6. Proceeds. Exhibit 4 is intentionally omitted.
7. Acceptance Certificate. Exhibit 5 is intentionally omitted.
8. Additional Purchase Option Provisions. In addition to the Purchase Option provisions set forth in the Master Agreement, Lease Payments payable under this Property Schedule shall be subject to prepayment in whole at any time by payment of the applicable Termination Amount set forth in Exhibit 1 (Payment Schedule) and payment of all accrued and unpaid interest through the date of prepayment.
9. Private Activity Issue. Lessee understands that among other things, in order to maintain the exclusion of the interest component of Lease Payments from gross income for federal income tax purposes, it must limit and restrict the rights private businesses (including, for this purpose, the federal government and its agencies and organizations described in the Code § 501(c)(3)) have to use the Property. Each of these requirements will be applied beginning on the later of the Commencement Date or date each portion of the Property is placed in service and will continue to apply until earlier of the end of the economic useful life of the property or the date the Agreement or any tax-exempt obligation issued to refund the Property Schedule is retired (the "Measurement Period"). Lessee will comply with the requirements of Section 141 of the Code and the regulations thereunder which provide restrictions on special legal rights that users other than Lessee or a state or local government or an agency or instrumentality of a state or a local government (an "Eligible User") may have to use the Property. For this purpose, special legal rights may arise from a management or service agreement, lease, research agreement or other arrangement providing any entity except an Eligible User the right to use the Property. Any use of the Property by a user other than an Eligible User is referred to herein as "Non-Qualified Use". Throughout the Measurement Period, all of the Property is expected to be owned by Lessee. Throughout the Measurement Period, Lessee will not permit the Non-Qualified Use of the Property to exceed 10%.
10. Bank Qualification and Arbitrage Rebate. Attached as Exhibit 6.
11. Expiration. Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Master Agreement (including this Property Schedule and all ancillary documents) is not received by Lessor at its place of business by March 24, 2025.
12. Continuing Disclosure. Lessor acknowledges that, in connection with Lessee's compliance with any continuing disclosure undertakings (each, a "Continuing Disclosure Agreement") entered into by Lessee pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule"), Lessee may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("EMMA"), notice of its incurrence of its obligations under this Property Schedule and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with this Property Schedule, in each case including a description of the material terms thereof (each such notice, an "EMMA Notice"). Lessee shall not file or submit or permit the filing or submission of any EMMA Notice that includes any of the following unredacted information regarding Lessor or the Escrow Agent: physical or mailing addresses, account information, e-mail addresses, telephone numbers, fax numbers, tax identification numbers, or titles or signatures of officers, employees or other signatories. Lessee acknowledges and agrees that Lessor is not responsible in connection with any EMMA Notice relating to this Property Schedule for Lessee's compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities laws, including but not limited to those relating to the Rule.

(Page intentionally left blank. Signature page to follow)

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.
By:
Name:
Title:

Lessee: Estes Valley Recreation and Park District
By:
Name:
Title:

Attest:
By
Name:
Title:

EXHIBIT 1

Property Description and Payment Schedule

Re: **Property Schedule No. 4** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and Estes Valley Recreation and Park District.

THE PROPERTY IS AS FOLLOWS: The Property as more fully described in Exhibit A incorporated herein by reference and attached hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

PROPERTY LOCATION:

_____ Address

_____ City, State Zip Code

USE: Vehicles and Equipment - This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

Lease Payment Schedule

Total Principal Amount: \$227,096.38

Payment No.	Due Date	Lease Payment	Principal Portion	Interest Portion	Termination Amount (After Making Payment for said Due Date)
1	25-May-2025	15,626.96	13,003.99	2,622.97	NA
2	25-Aug-2025	15,626.96	13,154.19	2,472.77	NA
3	25-Nov-2025	15,626.96	13,306.12	2,320.84	NA
4	25-Feb-2026	15,626.96	13,459.81	2,167.15	NA
5	25-May-2026	15,626.96	13,615.27	2,011.69	165,373.72
6	25-Aug-2026	15,626.96	13,772.52	1,854.44	151,188.02
7	25-Nov-2026	15,626.96	13,931.59	1,695.37	136,838.48
8	25-Feb-2027	15,626.96	14,092.50	1,534.46	122,323.20
9	25-May-2027	15,626.96	14,255.27	1,371.69	107,640.27
10	25-Aug-2027	15,626.96	14,419.92	1,207.04	92,787.75
11	25-Nov-2027	15,626.96	14,586.47	1,040.49	77,763.68
12	25-Feb-2028	15,626.96	14,754.95	872.01	62,566.09
13	25-May-2028	15,626.96	14,925.37	701.59	47,192.96
14	25-Aug-2028	15,626.96	15,097.75	529.21	31,642.28
15	25-Nov-2028	15,626.96	15,272.13	354.83	15,911.98
16	25-Feb-2029	15,626.96	15,448.53	178.43	0.00
TOTAL		250,031.36	227,096.38	22,934.98	

Interest Rate: 4.62%

(SIGNATURE PAGE TO FOLLOW)

Lessee: Estes Valley Recreation and Park District

By:

Name:

Title:

EXHIBIT A

Property Description

Vehicles and Equipment

VIN #'s To Be Determined

EXHIBIT 2

Lessee's Counsel's Opinion

[To be provided on letterhead of Lessee's counsel.]

February 25, 2025

U.S. Bancorp Government Leasing and Finance, Inc.
1310 Madrid Street
Marshall, MN 56258

Estes Valley Recreation and Park District
660 Community Drive
P.O. Box 1379
Estes Park, CO 80517
Attention: Mary Davis

RE: Property Schedule No. 4 dated as of February 25, 2025 to the Master Tax-Exempt Lease/Purchase Agreement dated February 29, 2016 between U.S. Bancorp Government Leasing and Finance, Inc. and Estes Valley Recreation and Park District.

Ladies and Gentlemen:

We have acted as special counsel to Estes Valley Recreation and Park District ("Lessee"), in connection with the Master Tax-Exempt Lease/Purchase Agreement, dated as of February 29, 2016 (the "Master Agreement"), between Estes Valley Recreation and Park District, as lessee, and U.S. Bancorp Government Leasing and Finance, Inc. as lessor ("Lessor"), and the execution of Property Schedule No. 4 (the "Property Schedule") dated as of February 25, 2025, pursuant to the Master Agreement. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement and Property Schedule.

As to questions of fact material to our opinion, we have relied upon the representations of Lessee in the Master Agreement and the Property Schedule and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.

2. Lessee has all requisite power and authority to enter into the Master Agreement and the Property Schedule and to perform its obligations thereunder.

3. The execution, delivery and performance of the Master Agreement and the Property Schedule by Lessee has been duly authorized by all necessary action on the part of Lessee.

4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Master Agreement and the Property Schedule, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.

5. Lessee has acquired or has arranged for the acquisition of the Property subject to the Property Schedule, and has entered into the Master Agreement and the Property Schedule, in compliance with all applicable public bidding laws.

6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Master Agreement and the Property Schedule.

7. The Master Agreement and the Property Schedule have been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Property Schedule.

Very truly yours,

By: _____

Name: _____

Title: _____

Dated: _____

EXHIBIT 3

Lessee's General and Incumbency Certificate

GENERAL CERTIFICATE

Re: **Property Schedule No. 4** dated as of February 25, 2025 to the Master Tax-Exempt Lease/Purchase Agreement dated February 29, 2016 between U.S. Bancorp Government Leasing and Finance, Inc. and Estes Valley Recreation and Park District.

The undersigned, being the duly elected, qualified and acting _____
(Title of Person to Execute Lease/Purchase Agreement)
of the Estes Valley Recreation and Park District ("Lessee") does hereby certify, as of February 25, 2025, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement") by the undersigned.

2. The meeting(s) of the governing body of the Lessee at which the Master Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Master Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Master Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.

3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Master Agreement.

4. The acquisition of all of the Property under the Property Schedule has been duly authorized by the governing body of Lessee.

5. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal or of interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of February 25, 2025.

Estes Valley Recreation and Park District

By _____
Signature of Person to Execute Lease/Purchase Agreement

Print Name and Title of Person to Execute Lease/Purchase Agreement

INCUMBENCY CERTIFICATE

Re: **Property Schedule No. 4** dated as of February 25, 2025 to the Master Tax-Exempt Lease/Purchase Agreement dated as of February 29, 2016 between U.S. Bancorp Government Leasing and Finance, Inc. and Estes Valley Recreation and Park District.

The undersigned, being the duly elected, qualified and acting Secretary or Clerk of the Estes Valley Recreation and Park District (“Lessee”) does hereby certify, as of February 25, 2025, as follows:

As of the date of the meeting(s) of the governing body of the Lessee at which the above-referenced Master Agreement and the Property Schedule were approved and authorized to be executed, and as of the date hereof, the below-named representative of the Lessee held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.

(Signature of Person to Execute Lease/Purchase Agreement)

(Print Name and Title)

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of February 25, 2025.

Secretary/Clerk

Print Name
and Title: _____

EXHIBIT 4

Payment of Proceeds Instructions

Intentionally Omitted.

EXHIBIT 5

Acceptance Certificate

Intentionally Omitted.

EXHIBIT 6

Bank Qualification And Arbitrage Rebate

U.S. Bancorp Government Leasing and Finance, Inc.
1310 Madrid Street
Marshall, MN 56258

Re: **Property Schedule No. 4** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and Estes Valley Recreation and Park District

PLEASE CHECK EITHER:

Bank Qualified Tax-Exempt Obligation under Section 265

_____ Lessee hereby designates this Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date of this Property Schedule falls, in an amount not exceeding \$10,000,000.

or

_____ Not applicable.

Arbitrage Rebate

Eighteen Month Exception:

Pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of this Property Schedule will be expended for the governmental purposes for which this Property Schedule was entered into, as follows: at least 15% within six months after the Commencement Date, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall compute rebatable arbitrage on this Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final Lease Payment due under this Agreement.

Consult tax counsel if there is any chance that the Eighteen Month Exception will not be met.

Lessee: Estes Valley Recreation and Park District
By:
Name:
Title:

***Please be sure to select ONE option above.**

Language for UCC Financing Statements

Property Schedule No. 4

SECURED PARTY: U.S. Bancorp Government Leasing and Finance, Inc.

DEBTOR: Estes Valley Recreation and Park District

This financing statement covers all of Debtor's right, title and interest, whether now owned or hereafter acquired, in and to the equipment leased to Debtor under Property Schedule No. 4 dated February 25, 2025 to that certain Master Tax-Exempt Lease Purchase Agreement dated as of February 29, 2016, in each case between Debtor, as Lessee, and Secured Party, as Lessor, together with all accessions, substitutions and replacements thereto and therefore, and proceeds (cash and non-cash), including, without limitation, insurance proceeds, thereof, including without limiting, all equipment described on Exhibit A attached hereto and made a part hereof.

Debtor has no right to dispose of the equipment.

Notification of Tax Treatment to Tax-Exempt Lease/Purchase Agreement

This **Notification of Tax Treatment** is pursuant to the Master Tax-Exempt Lease/Purchase Agreement dated as of February 29, 2016 and the related Property Schedule No. 4 dated February 25, 2025, between Lessor and Lessee (the "Agreement").

- _____ Lessee agrees that this Property Schedule SHOULD be subject to sales/use taxes
- _____ Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and Lessee has included our tax-exemption certificate with this document package
- _____ Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and no tax-exemption certificate is issued to us by the State
- _____ Lessee agrees that this Property Schedule is a taxable transaction and subject to any/all taxes
- _____ Lessee agrees that this Property Schedule is subject to sales/use taxes and will pay those taxes directly to the State or Vendor

IN WITNESS WHEREOF, Lessee has caused this Notification of Tax Treatment to be executed by their duly authorized representative.

Lessee: Estes Valley Recreation and Park District
By:
Name:
Title:

VEHICLE TITLING ADDENDUM

Master Tax-Exempt Lease/Purchase Agreement dated February 29, 2016 and related Property Schedule No. 4 dated February 25, 2025, between Estes Valley Recreation and Park District as Lessee and U.S. Bancorp Government Leasing and Finance, Inc. as Lessor.

1. Lessor and Lessee hereby agree to amend the above referenced Agreement to add additional terms and conditions as set forth below:

Lessee agrees that it will provide to Lessor the original title documentation to the Equipment. Lessee shall provide such title documentation to Lessor within 15 days of Lessee's receipt of such title documentation from the appropriate titling authority. Lessee's failure to provide Lessor with title documentation to the Equipment in a timely fashion shall be deemed a condition of Default as defined in the default paragraph herein subject to remedies available to Lessor pursuant to the remedies paragraph.

2. Location: Lessor agrees that in regard to the location of the equipment, Lessee must be responsible for maintaining records showing the location of each piece of Leased equipment. Lessee will report this location to Lessor upon written request by Lessor. Failure to do so shall constitute a breach of the Agreement, which default shall be governed by the terms and conditions specified in the default and/or remedies paragraph of the Agreement.

3. Lessee will complete the physical titling of the vehicle as required by the state of Lessee's residence and guarantee U.S. Bancorp Government Leasing and Finance, Inc. that U.S. Bancorp Government Leasing and Finance, Inc. will receive the original title to the leased vehicle in a timely manner. Lessee agrees to indemnify U.S. Bancorp Government Leasing and Finance, Inc. from any damage or loss it incurs, including legal fees, due to its failure to complete its agreement herein.

THE APPLICATION FOR TITLE MUST INCLUDE THE FOLLOWING AS 1ST LIEN HOLDER:

**U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC.
1310 MADRID STREET
MARSHALL, MN 56258**

By signing this Addendum, Lessee acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In all other respects the terms and conditions of the Agreement remain in full force and effect.

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.	Lessee: Estes Valley Recreation and Park District
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("*Escrow Agreement*") is made as of February 25, 2025 by and among U.S. Bancorp Government Leasing and Finance, Inc. ("*Lessor*"), Estes Valley Recreation and Park District ("*Lessee*") and U.S. BANK NATIONAL ASSOCIATION, as escrow agent ("*Escrow Agent*").

Lessor and Lessee have heretofore entered into that certain Master Tax-Exempt Lease/Purchase Agreement dated as of February 29, 2016 (the "*Master Agreement*") and a Property Schedule No. 4 thereto dated February 25, 2025 (the "*Schedule*" and, together with the terms and conditions of the Master Agreement incorporated therein, the "*Agreement*"). The Schedule contemplates that certain personal property described therein (the "*Equipment*") is to be acquired from the vendor(s) or manufacturer(s) thereof (the "*Vendor*"). After acceptance of the Equipment by Lessee, the Equipment is to be financed by Lessor to Lessee pursuant to the terms of the Agreement.

The Master Agreement further contemplates that Lessor will deposit an amount equal to the anticipated aggregate acquisition cost of the Equipment (the "*Purchase Price*"), being \$227,096.38, with Escrow Agent to be held in escrow and applied on the express terms set forth herein. Such deposit, together with all interest and other additions received with respect thereto (hereinafter the "*Escrow Fund*") is to be applied to pay the Vendor its invoice cost (a portion of which may, if required, be paid prior to final acceptance of the Equipment by Lessee); and, if applicable, to reimburse Lessee for progress payments already made by it to the Vendor of the Equipment.

The parties desire to set forth the terms on which the Escrow Fund is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein. The moneys and investments held in the Escrow Fund are for the benefit of Lessee and Lessor, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessee or Lessor. Lessor, Lessee and Escrow Agent intend that the Escrow Fund constitute an escrow account in which Lessee has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein for the disbursement of funds by the Escrow Agent therefrom. However, if the parties' intention that Lessee shall have no legal or equitable right, title or interest until all conditions for disbursement are satisfied in full is not respected in any legal proceeding, the parties hereto intend that Lessor have a security interest in the Escrow Fund, and such security interest is hereby granted by Lessee to secure payment of all sums due to Lessor under the Master Agreement. For such purpose, Escrow Agent hereby agrees to act as agent for Lessor in connection with the perfection of such security interest and agrees to note, or cause to be noted, on all books and records relating to the Escrow Fund, the Lessor's interest therein.

2. On such day as is determined to the mutual satisfaction of the parties (the "*Closing Date*"), Lessor shall deposit with Escrow Agent cash in the amount of the Purchase Price, to be held in escrow by Escrow Agent on the express terms and conditions set forth herein.

On the Closing Date, Escrow Agent agrees to accept the deposit of the Purchase Price by Lessor, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto, as the Escrow Fund hereunder, in escrow on the express terms and conditions set forth herein.

3. Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of Escrow Agent as being held in its capacity as Escrow Agent. Securities and other negotiable instruments comprising the Escrow Fund from time to time shall be held or registered in the name of Escrow Agent (or its nominee). The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lessor).

4. The cash comprising the Escrow Fund from time to time shall be invested and reinvested by Escrow Agent in one or more investments as directed by Lessee. Absent written direction from Lessee, the cash will be invested in the U.S. Bank National Association Money Market Deposit Fund. See Exhibit 1 Investment Direction Letter. Lessee represents and warrants to Escrow Agent and Lessor that the investments selected by Lessee for investment of the Escrow Fund are permitted investments for Lessee under all applicable laws. Escrow Agent will use due diligence to

collect amounts payable under a check or other instrument for the payment of money comprising the Escrow Fund and shall promptly notify Lessee and Lessor in the event of dishonor of payment under any such check or other instruments. Interest or other amounts earned and received by Escrow Agent with respect to the Escrow Fund shall be deposited in and comprise a part of the Escrow Fund. Escrow Agent shall maintain accounting records sufficient to permit calculation of the income on investments and interest earned on deposit of amounts held in the Escrow Fund. The parties acknowledge that to the extent regulations of the Comptroller of Currency or other applicable regulatory entity grant a right to receive brokerage confirmations of security transactions of the escrow, the parties waive receipt of such confirmations, to the extent permitted by law. The Escrow Agent shall furnish a statement of security transactions on its regular monthly reports. Attached as Exhibit 6 is the Class Action Negative Consent Letter to be reviewed by Lessee.

5. Upon request by Lessee and Lessor, Escrow Agent shall send monthly statements of account to Lessee and Lessor, which statements shall set forth all withdrawals from and interest earnings on the Escrow Fund as well as the investments in which the Escrow Fund is invested.

6. Escrow Agent shall take the following actions with respect to the Escrow Fund:

(a) Upon Escrow Agent's acceptance of the deposit of the Purchase Price, an amount equal to Escrow Agent's acceptance fee, as set forth on Exhibit 2 hereto, shall be disbursed from the Escrow Fund to Escrow Agent in payment of such fee.

(b) Escrow Agent shall pay costs of the Equipment upon receipt of a duly executed Requisition Request (substantially in the format of Exhibit 3) signed by Lessor and Lessee. Lessee's authorized signatures are provided in Exhibit 5 attached hereto. Escrow Agent will use best efforts to process requests for payment within one (1) business day of receipt of requisitions received prior to 2:00 p.m. Central Time. The final Requisition shall be accompanied by a duly executed Final Acceptance Certificate form attached as Exhibit 4 hereto.

Escrow Agent is authorized but shall not be required to seek confirmation of such instructions by telephone call-back to any person designated by the instructing party on Exhibit 5 hereto, and Escrow Agent may rely upon the confirmation of anyone purporting to be a person so designated. The persons and telephone numbers for call-backs may be changed only in writing actually received and acknowledged by Escrow Agent and shall be effective only after Escrow Agent has a reasonable opportunity to act on such changes. If Escrow Agent is unable to contact any of the designated representatives identified in Exhibit 5, Escrow Agent is hereby authorized but shall be under no duty to seek confirmation of such instructions by telephone call-back to any one or more of Lessee's or Lessor's executive officers ("Executive Officers"), as Escrow Agent may select. Such Executive Officer shall deliver to Escrow Agent a fully executed incumbency certificate, and Escrow Agent may rely upon the confirmation of anyone purporting to be any such officer. Lessee and Lessor agree that Escrow Agent may at its option record any telephone calls made pursuant to this Section. Escrow Agent in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by Lessee and Lessor to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank, even when its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank so designated. Lessee and Lessor acknowledge that these optional security procedures are commercially reasonable.

(c) Upon receipt by Escrow Agent of written notice from Lessor that an Event of Default or an Event of Nonappropriation (if provided for under the Master Agreement) has occurred under the Agreement, all funds then on deposit in the Escrow Fund shall be paid to Lessor for application in accordance with the Master Agreement, and this Escrow Agreement shall terminate.

(d) Upon receipt by Escrow Agent of written notice from Lessor that the purchase price of the Equipment has been paid in full, Escrow Agent shall pay the funds then on deposit in the Escrow Fund to Lessor to be applied first to the next Lease Payment due under the Master Agreement, and second, to prepayment of the principal component of Lease Payments in inverse order of maturity without premium. To the extent the Agreement is not subject to prepayment, Lessor consents to such prepayment to the extent of such prepayment amount from the Escrow Fund. Upon disbursement of all amounts in the Escrow Fund, this Escrow Agreement shall terminate.

(e) This Escrow Agreement shall terminate upon the distribution of all the amounts in the Escrow Fund pursuant to any applicable provision of this Agreement, and Escrow Agent will thereafter have no further obligation or liability whatsoever with respect to this Agreement.

7. The fees and expenses, including any legal fees, of Escrow Agent incurred in connection herewith shall be the responsibility of Lessee. The basic fees and expenses of Escrow Agent shall be as set forth on Exhibit 2 and Escrow Agent is hereby authorized to deduct such fees and expenses from the Escrow Fund as and when the same are incurred without any further authorization from Lessee or Lessor. Escrow Agent may employ legal counsel and other experts as it deems necessary for advice in connection with its obligations hereunder. Escrow Agent waives any claim against Lessor with respect to compensation hereunder.

8. Escrow Agent shall have no liability for acting upon any written instruction presented by Lessor in connection with this Escrow Agreement, which Escrow Agent in good faith believes to be genuine. Furthermore, Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own negligence, willful misconduct or bad faith. Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investments made by Escrow Agent.

9. Escrow Agent may resign at any time by giving thirty (30) days' prior written notice to Lessor and Lessee. Lessor may at any time remove Escrow Agent as Escrow Agent under this Escrow Agreement upon written notice to Lessee and Escrow Agent. Such removal or resignation shall be effective on the date set forth in the applicable notice. Upon the effective date of resignation or removal, Escrow Agent will transfer the Escrow Fund to the successor Escrow Agent selected by Lessor.

10. Lessee hereby represents, covenants and warrants that pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of the Agreement will be expended for the governmental purposes for which the Agreement was entered into, as follows: at least 15% within six months after the Commencement Date, such date being the date of deposit of funds into the Escrow Fund, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall, at its sole expense and cost, compute rebatable arbitrage on the Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final rental or Lease Payment due under the Agreement.

11. In the event of any disagreement between the undersigned or any of them, and/or any other person, resulting in adverse claims and demands being made in connection with or for any moneys involved herein or affected hereby, Escrow Agent shall be entitled at its option to refuse to comply with any such claim or demand, so long as such disagreement shall continue, and in so refusing Escrow Agent may refrain from making any delivery or other disposition of any moneys involved herein or affected hereby and in so doing Escrow Agent shall not be or become liable to the undersigned or any of them or to any person or party for its failure or refusal to comply with such conflicting or adverse demands, and Escrow Agent shall be entitled to continue so to refrain and refuse so to act until:

(a) the rights of the adverse claimants have been finally adjudicated in a court assuming and having jurisdiction of the parties and the moneys involved herein or affected hereby; or

(b) all differences shall have been adjusted by Master Agreement and Escrow Agent shall have been notified thereof in writing signed by all of the persons interested.

12. All notices (excluding billings and communications in the ordinary course of business) hereunder shall be in writing, and shall be sufficiently given and served upon the other party if delivered (a) personally, (b) by United States registered or certified mail, return receipt requested, postage prepaid, (c) by an overnight delivery by a service such as Federal Express or Express Mail from which written confirmation of overnight delivery is available, (d) by facsimile with a confirmed receipt or (e) by email by way of a PDF attachment thereto. Notice shall be effective upon receipt except for notice via email, which shall be effective only when the Recipient, by return email or notice delivered by other method provided for in this Section, acknowledges having received that email (with an automatically generated receipt or similar notice not constituting an acknowledgement of an email receipt for purposes of this Section).

Escrow Agent shall have the right to accept and act upon any notice, instruction, or other communication, including any funds transfer instruction, (each, a "Notice") received pursuant to this Agreement by electronic transmission (including by e-mail, facsimile transmission, web portal or other electronic methods) and shall not have any duty to confirm that the person sending such Notice is, in fact, a person authorized to do so. Electronic signatures believed by Escrow Agent to comply with the ESIGN Act of 2000 or other applicable law (including electronic images of handwritten signatures and

digital signatures provided by DocuSign, Orbit, Adobe Sign or any other digital signature provider identified by any other party hereto and acceptable to Escrow Agent) shall be deemed original signatures for all purposes. Each other party assumes all risks arising out of the use of electronic signatures and electronic methods to send Notices to Escrow Agent, including without limitation the risk of Escrow Agent acting on an unauthorized Notice, and the risk of interception or misuse by third parties. Notwithstanding the foregoing, Escrow Agent may in any instance and in its sole discretion require that a Notice in the form of an original document bearing a manual signature be delivered to Escrow Agent in lieu of, or in addition to, any such electronic Notice.

13. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lessor.

14. This Escrow Agreement shall be governed by and construed in accordance with the laws in the state of the Escrow Agent's location. This Escrow Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification or change of terms hereof shall bind any party unless in writing signed by all parties.

15. This Escrow Agreement and any written direction may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement or direction.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the day and year first above set forth.

U.S. Bancorp Government Leasing and Finance, Inc., as Lessor
By:
Name:
Title:
Address: 1310 Madrid Street Marshall, MN 56258

Estes Valley Recreation and Park District, as Lessee
By:
Name:
Title:
Address: 660 Community Drive P.O. Box 1379 Estes Park, CO 80517

U.S. BANK NATIONAL ASSOCIATION, as Escrow Agent
By:
Name:
Title:
Address: U.S. Bank National Association Global Corporate Trust 950 17 th Street, 5 th Floor Denver, CO 80202

FIRST AMERICAN FUNDS: AUTOMATIC MONEY MARKET INVESTMENTS
INVESTMENT AUTHORIZATION LETTER

Based upon client's prior review of investment alternatives, in the absence of further specific written direction to the contrary, U.S. Bank National Association ("USBNA") or U.S. Bank Trust National Association ("USBTNA") is hereby directed to invest and reinvest proceeds and other available moneys in the following fund as permitted by the operative documents:

First American Government Obligations Fund Class Y Shares

PLEASE REFER TO THE PROSPECTUS OF FIRST AMERICAN FUNDS, INC. WHICH YOU HEREBY ACKNOWLEDGE HAS PREVIOUSLY BEEN PROVIDED. NOTE THAT THE ABOVE FUNDS' INVESTMENT ADVISOR, CUSTODIAN, DISTRIBUTOR AND OTHER SERVICE PROVIDERS AS DISCLOSED IN THE FUNDS PROSPECTUS ARE U.S. BANK NATIONAL ASSOCIATION AND AFFILIATES THEREOF. U.S. BANK DOES NOT HAVE A DUTY NOR WILL IT UNDERTAKE ANY DUTY TO PROVIDE INVESTMENT ADVICE TO YOU. U.S. BANK, WHEN ACTING AS AN INDENTURE TRUSTEE OR IN A SIMILAR CAPACITY, IS NOT REQUIRED TO REGISTER AS A MUNICIPAL ADVISOR WITH THE SECURITIES AND EXCHANGE COMMISSION FOR PURPOSES OF COMPLYING WITH THE DODD-FRANK WALL STREET REFORM & CONSUMER PROTECTION ACT. INVESTMENT ADVICE, IF NEEDED, SHOULD BE OBTAINED FROM YOUR FINANCIAL ADVISOR. **FOR INFORMATION ABOUT OTHER AVAILABLE SWEEP OPTIONS, CONTACT YOUR ACCOUNT MANAGER.**

U.S. Bank National Association (or U.S. Bank Trust National Association) will not vote proxies for the First American Funds. Proxies will be mailed to you for voting.

SHAREHOLDER COMMUNICATIONS ACT AUTHORIZATION

The Shareholder Communications Act of 1985 and its regulation require that banks and trust companies make an effort to facilitate communication between registrants of U.S. securities and the parties who have the authority to vote or direct the voting of those securities regarding proxy dissemination and other corporate communications. Unless you indicate your objection below, we will provide the obligatory information to the registrant upon request. Your objection will apply to all securities held for you in the account now and in the future unless you notify us in writing.

_____ I object to US Bank providing my name, address, and securities positions to requesting issuers.
(Initial, check, or place an X on the [blank] to indicate your objection)

Acknowledgments. Client Acknowledges that:

1.1. Shares of Mutual Funds are not deposits or obligations of, or guaranteed by, any bank, including any bank affiliated with U.S. Bancorp. Nor does the Federal Deposit Insurance Corporations, the Federal Reserve Board, or any other government agency insure such products. An investment in such products involves investment risks, including the possible loss of principal, due to fluctuations in each product's net asset value.

1.2. Same-day Settlement. If USBNA (or USBTNA) receives a direction to purchase or redeem Sweep Vehicle shares by the fund's established U.S. Bank cut-off time (the "Internal Trading Cut-off"), then such entity will settle the purchase or redemption on the same business day, subject to the Sweep Vehicle's cut-off and policy for determining when a purchase or redemption order is considered to be received. Meeting the Internal Trading Cut-off does not guarantee same-business-day settlement.

1.3. Advance of Funds. If USBNA (or USBTNA) receives a direction to redeem Sweep Vehicle shares (the "Redemption Direction") and to disburse or invest the proceeds thereof before the redeemed shares settle (the "Proceeds Direction"), then they have the power to (i) determine the dollar amount of anticipated proceeds based on the net asset value ("NAV") most recently determined (ii) advance funds in that dollar amount in furtherance of settling the redemption and, as applicable, the purchase; (iii) determine the number of shares redeemed based on the NAV at settlement; and (iv) as part of USBNA's (or USBTNA's) compensation for servicing the Account, retain the yield paid on Sweep Vehicle shares that were treated as redeemed. USBNA (or USBTNA) reserves the right not to advance funds, including where the Sweep Vehicle has a floating NAV and the dollar amount of the Proceeds Direction is at least 99% of the dollar value of all Sweep Vehicle shares in the Account based on the NAV most recently determined.

1.4. Fund-level Fees. USBNA (or USBTNA), U.S. Bancorp Asset Management, Inc. ("USBAM"), U.S. Bancorp Fund Services, LLC, ("USBFS") and Quasar Distributors, LLC ("Quasar") are affiliates of U.S. Bancorp (collectively with U.S. Bancorp, "U.S. Bank"). USBAM is the investment advisor to the Mutual Funds in the First American Funds, Inc. family (the "First American Funds"). U.S. Bank may enter into agreements with First American Funds, other Mutual Funds, or any Mutual Funds' service

providers (including investment advisers, administrators, transfer agents, or distributors) whereby U.S. Bank provides services to Mutual Funds, including, as applicable, services provided by USBAM (investment advisory, shareholder services), by USBNA (or USBTNA) (custody, securities-lending, shareholder services, National Securities Clearing Corporation (NSCC) networking), by USBFS (accounting, administration, transfer agency, sub-transfer agency), and by Quasar (distribution, principal underwriting) and receives fees for these services. The fees received by Quasar may include distribution and service fees paid under a plan of distribution adopted pursuant to Rule 12b-1 under the Investment Company Act of 1940. The fees may be received from the Mutual Fund or its investment advisor, administrator, transfer agent, distributor, or other agent; are based on investment in a Mutual Fund, may vary by Mutual Fund and by class of shares issued by the Mutual Fund, are charged against the Mutual Fund's assets, and reduce the Mutual Fund's average daily balance and investment yields. From time to time, a Mutual Fund's service provider may voluntarily waive a portion of the fees it is entitled to receive for serving the Mutual Fund. If a waiver is in effect, then the Client's approval of the fees described herein includes approval up to the Sweep Vehicle's total annual operating expenses before waivers; if the service provider terminates the waiver as provided in the Sweep Vehicle's prospectus, the approval persists.

1.5. Directed Account. USBNA (or USBTNA) (i) has no discretion to invest Account assets (such as discretion to select the Sweep Vehicle; determine whether, or what amount of, Account assets will be used to purchase a position in the Sweep Vehicle; or redeem Sweep Vehicle shares) and (ii) does not render investment advice with respect to Account assets. Nor will USBNA's (or USBTNA's) power to advance funds in furtherance of settlement, whether exercised or not, be deemed to be such discretion or advice.

1.6. Revocation. The Client may revoke the foregoing designation of the Sweep Vehicle at any time without penalty.

2. Representations and Warranties. Represents and warrants that (i) the Client is independent of U.S. Bank; has discretionary authority to select the investments and approve the fees described herein for the Account; received, read, and understood the Sweep Vehicle's prospectus and fund fact-sheet, including the sections thereof describing fees, gates, expenses, cut-offs, and compensation, before Account assets were first invested in the Sweep Vehicle; and understands and approves the services and fees described herein; (ii) if the Account assets are subject to the Employee Retirement Income Security Act of 1974, as amended, ("ERISA"), then the Client is a trustee under ERISA §403(a) with respect to the assets, a "named fiduciary" with respect to the plan within the meaning of ERISA §402(a), or an "investment manager" within the meaning of ERISA §3(38) with respect to the assets that has been delegated the authority to manage, acquire, and dispose of such assets pursuant to ERISA §402(c)(3); and (iii) the foregoing designation, direction, acknowledgments, representations and warranties are made according to the Account's governing service agreement and are not contrary to applicable law.

Estes Valley Recreation and Park District

Company Name

Signature of Authorized Directing Party

Trust Account Number – includes existing and future sub-accounts unless otherwise designated.

Title

Date

EXHIBIT 2

Schedule of Fees for Services as Escrow Agent Equipment Lease Purchase Escrow

CTS01010A	Acceptance Fee: The acceptance fee includes the administrative review of documents, initial set-up of the account, and other reasonably required services up to and including the closing. This is a one-time, non-refundable fee, payable at closing.	WAIVED
CTS04880	Escrow Agent, One Time: Administration fee for the standard escrow agent services associated with the administration of the account. One-time administration fees are payable in advance.	\$375
	Direct Out of Pocket Expenses Reimbursement of expenses associated with the performance of our duties, including but not limited to publications, legal counsel after the initial close, travel expenses and filing fees.	At Cost

Extraordinary Administration Services. Extraordinary Administration Services ("EAS") are duties, responsibilities or activities not expected to be provided by the escrow agent at the outset of the transaction, not routine or customary, and/or not incurred in the ordinary course of business, and may require analysis or interpretation. Billing for fees and expenses related to EAS is appropriate in instances where particular inquiries, events or developments are unexpected, even if the possibility of such circumstances could have been identified at the inception of the transaction, or as changes in law, procedures, or the cost of doing business demand. At our option, EAS may be charged on an hourly (time expended multiplied by current hourly rate), flat or special fee basis at such rates or in such amounts in effect at the time of such services, which may be modified by us in our sole and reasonable discretion from time to time. In addition, all fees and expenses incurred by the escrow agent, in connection with the escrow agent's EAS and ordinary administration services and including without limitation the fees and expenses of legal counsel, financial advisors and other professionals, charges for wire transfers, checks, internal transfers and securities transactions, travel expenses, communication costs, postage (including express mail and overnight delivery charges), copying charges and the like will be payable, at cost, to the escrow agent. EAS fees are due and payable in addition to annual or ordinary administration fees. Failure to pay for EAS owed to U.S. Bank when due may result in interest being charged on amounts owed to U.S. Bank for extraordinary administration services fees and expenses at the prevailing market rate.

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

EXHIBIT 3

REQUISITION REQUEST

The Escrow Agent is hereby requested to pay from the Escrow Fund established and maintained under that certain Escrow Agreement dated as of February 25, 2025 (the "Escrow Agreement") by and among U.S. Bancorp Government Leasing and Finance, Inc. (the "Lessor"), Estes Valley Recreation and Park District (the "Lessee"), and U.S. Bank National Association (the "Escrow Agent"), the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Lessee) with respect to equipment being financed under that certain Master Tax-Exempt Lease Purchase Agreement dated as of February 29, 2016 (the "Master Agreement") and Property Schedule No. 4 thereto dated February 25, 2025 (the "Schedule" and, together with the terms and conditions of the Master Agreement incorporated therein, the "Agreement"), by and between the Lessor and the Lessee, and has not formed the basis of any prior requisition request.

Pursuant to Section 6(b) of the above-referenced Escrow Agreement, Lessor and Lessee hereby instruct Escrow Agent to disburse funds from the Escrow Account to Payee, as provided below:

Payee: _____
Amount: _____

Wire/ACH

Bank Name:
Bank Address:
ABA No.:
Account Name:
Account No.:

Check

Name:
Address 1:
Address 2:
City/State
Zip Code:

Payee: _____
Amount: _____

Wire/ACH

Bank Name:
Bank Address:
ABA No.:
Account Name:
Account No.:

Check

Name:
Address 1:
Address 2:
City/State
Zip Code:

Payee: _____
Amount: _____

Wire/ACH

Bank Name:
Bank Address:
ABA No.:
Account Name:
Account No.:

Check

Name:
Address 1:
Address 2:
City/State
Zip Code:

The undersigned, as Lessee under the Master Agreement, hereby certifies:

1. The items of the Equipment being acquired with the proceeds of this disbursement have been delivered and installed at the location(s) contemplated by the Master Agreement. The Lessee has conducted such inspection and/or testing of the Equipment being acquired with the proceeds of this disbursement as it deems necessary and appropriate, and such Equipment has been accepted by Lessee.
2. The costs of the Equipment to be paid from the proceeds of this disbursement have been properly incurred, are a proper charge against the Escrow Fund and have not been the basis of any previous disbursement.
3. No part of the disbursement requested hereby will be used to pay for materials not yet incorporated into the Equipment or for services not yet performed in connection therewith.

4. The Equipment is covered by insurance in the types and amounts required by the Agreement.

5. No Event of Default or Event of Nonappropriation (if applicable), as each such term is defined in the Master Agreement, and no event which with the giving of notice or lapse of time, or both, would become such an Event of Default or Event of Nonappropriation has occurred and is continuing on the date hereof.

6. If Lessee paid an invoice prior to the commencement date of the Master Agreement, and is requesting reimbursement for such payment, Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. §1.150-2.

Request Date: _____

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.
By:
Name:
Title:

Lessee: Estes Valley Recreation and Park District
By:
Name:
Title:

Exhibit 4

Final Acceptance Certificate

U.S. Bancorp Government Leasing and Finance, Inc.
1310 Madrid Street
Marshall, MN 56258

Re: **Property Schedule No. 4** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and Estes Valley Recreation and Park District

Ladies and Gentlemen:

In accordance with the above-referenced Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), the undersigned ("Lessee") hereby certifies and represents to, and agrees with, U.S. Bancorp Government Leasing and Finance, Inc. ("Lessor"), as follows:

- (1) The Property, as such terms are defined in the above-referenced Property Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.
- (2) Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof.

Acceptance Date: _____

Lessee: Estes Valley Recreation and Park District
By:
Name:
Title:

Exhibit 5

Each of the following person(s) is a **Lessee Representative** authorized to execute escrow documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Recipient's behalf (only one signature required):

_____ Name	_____ Specimen signature	_____ Telephone No
_____ Name	_____ Specimen signature	_____ Telephone No
_____ Name	_____ Specimen signature	_____ Telephone No

(Note: if only one person is identified above, please add the following language:)

The following persons (not listed above) are authorized for call-back confirmations:

_____ Name	_____ Telephone Number
_____ Name	_____ Telephone Number
_____ Name	_____ Telephone Number

Exhibit 6

Class Action Negative Consent Letter

February 25, 2025

Estes Valley Recreation and Park District
660 Community Drive
P.O. Box 1379
Estes Park, CO 80517

RE: USBGLF/Estes Valley Recreation and Park District - - Class Action Litigation Claims

Dear Mary Davis:

U.S. Bank National Association ("U.S. Bank") has established its policies and procedures relative to class action litigation claims filed on behalf of its clients' accounts. This policy may impact future claims filed by U.S. Bank on behalf of the above-referenced account. Listed below are the policies regarding class action litigation claims:

1. U.S. Bank will file class action litigation claims, at no charge, on behalf of open, eligible agency or custody accounts upon receipt of proper documented authorization. This notice, with your ability to opt out as further described below, constitutes such documented authorization.
2. U.S. Bank will not file claims for agency or custody accounts that were open during the class action period but were closed prior to receipt of any notice of the class action litigation.
3. Assuming requisite information is provided by the payor to identify the applicable account, settlement proceeds of the class action litigation will be posted within a reasonable time following receipt of such proceeds to the entitled accounts that are open at such time. If entitled accounts are closed prior to distribution and receipt of settlement proceeds, they will be remitted to entitled beneficiaries or successors of the account net of any research and filing fees. Proceeds, less any research and filing fees, will be escheated if the entitled beneficiaries or successors of the account cannot be identified /located.

If you wish U.S. Bank to continue to file class action litigation proofs of claim on behalf of your account, you do not need to take any further action. However, if you do not wish U.S. Bank to file class action proofs of claim on behalf of your account, you may notify us of this election by returning this letter with your signature and date provided below within 30 days or by filing a separate authorization letter with your Account Manager by the same date.

The authorization and understanding contained in this communication constitutes an amendment of any applicable provisions of the account document for the above-referenced account.

If you have any questions, please contact me at the below number.

Sincerely,
Mike McGuire
Vice President
303-585-4594

No, U.S. Bank is not authorized to file class action litigation proofs of claim on behalf of the above-referenced account(s). By making this election, I acknowledge that U.S. Bank is not responsible for forwarding notices received on class action or litigation claims.

Authorized Signature

Date

INSURANCE AUTHORIZATION AND VERIFICATION

Date: February 25, 2025

Property Schedule No. 4

To: Estes Valley Recreation and Park District (the "Lessee")

From: U.S. Bancorp Government Leasing and Finance, Inc. (the "Lessor")
1310 Madrid Street
Marshall, MN 56258

TO THE LESSEE: In connection with the above-referenced Property Schedule, Lessor requires proof in the form of this document, executed by both Lessee* and Lessee's agent, that Lessee's insurable interest in the financed property (the "Property") meets Lessor's requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

Lessor, AND ITS SUCCESSORS AND ASSIGNS, shall be covered as both ADDITIONAL INSURED and LENDER'S LOSS PAYEE with regard to all equipment financed or leased by policy holder through or from Lessor. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification.

Lessee must carry GENERAL LIABILITY (and/or, for vehicles, Automobile Liability) in the amount of no less than \$1,000,000.00 (one million dollars).

Lessee must carry PROPERTY Insurance (or, for vehicles, Physical Damage Insurance) in an amount no less than the 'Insurable Value' \$227,096.38, with deductibles no more than \$25,000.00.

**Lessee: Please execute this form and return with your document package. Please fax this form to your insurance agency for endorsement. In lieu of agent endorsement, Lessee's agency may submit insurance certificates demonstrating compliance with all requirements.*

By signing, Lessee authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

Agency/Agent:		
Address:		
Phone/Fax:		
Email:		

Lessee: Estes Valley Recreation and Park District
By:
Name:
Title:

TO THE AGENT: *In lieu of providing a certificate, please execute this form in the space below and promptly send a PDF scan to Lessor at: EFGLFDOCS@usbank.com - This fully endorsed form shall serve as proof that Lessee's insurance meets the above requirements.*

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

Print Name of Agency: X _____

By: X _____
(Agent's Signature)

Print Name: X _____

Date: X _____

Insurable Value: \$227,096.38

ATTACHED: PROPERTY DESCRIPTION FOR PROPERTY SCHEDULE NO. 4



Feb. 18, 2025

Agenda Item: 7.B

Agenda Title: Proposed Accounting Policy Updates (Discussion/Action)

Submitted by: Mary Davis, Finance Director

Background Information:

The recent upgrade of the District's financial management application provides the ability to electronically approve transactions and retain an audit trail of those approvals. This capability presents an opportunity to save processing time, paper and other supplies while retaining internal controls over expenses and disbursements. To enact such improved processes, the District's Accounting Policies require updates reflecting the use of electronic approvals.

In conjunction with this update, we also recommend a change to the requirement for a second approval to apply only to cash disbursements of \$10,000 or more. The current policy requires two approvals on all cash disbursements regardless of amount. Because budget approval and purchasing approvals will have already been applied prior to making a payment to the vendor, obtaining two approvals on smaller payments doesn't significantly add value to the process.

Attachments: Two versions of the proposed updated policies are attached – one with redline changes, and one "clean" version with those changes accepted.

Staff Recommendation:

Staff recommends approval of the proposed updated Accounting Policies related to Banking and Cash Disbursements.

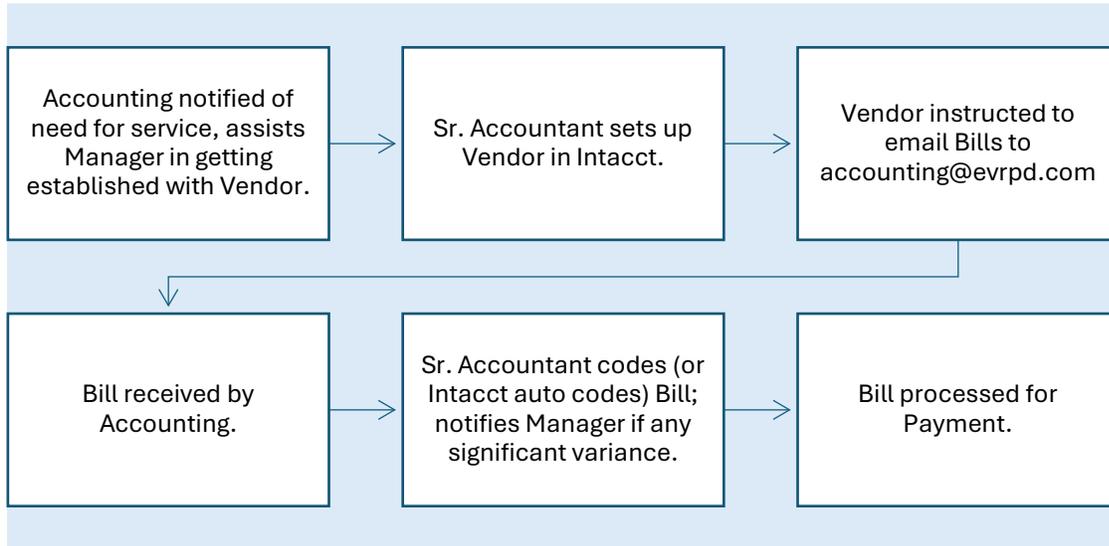
Board Action Needed:

A motion to (approve, deny, table) the updated Accounting Policies for *Banking, Investments and Cash Management; and Accounts Payable and Cash Disbursements* as presented.

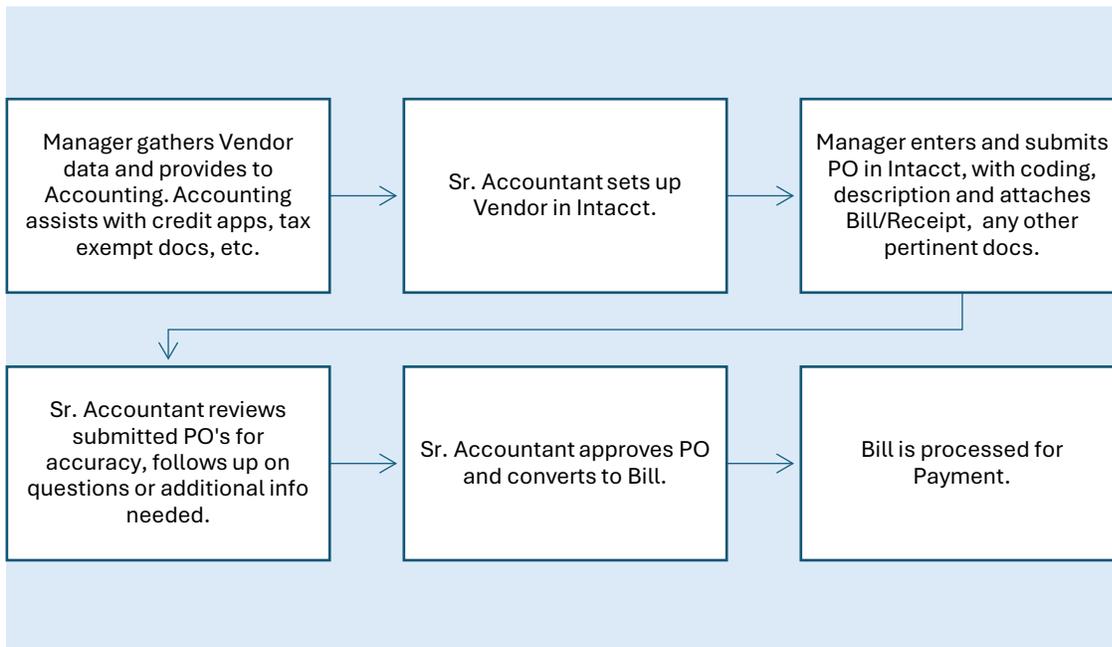
EVRPD Purchasing and Accounts Payable Workflow

1. Recording purchases* and recurring charges

A. Recurring Bills (utilities, subscriptions, monthly/quarterly/annual service):



B. As-needed Purchases – New Vendor with Terms:



C. As-needed Purchases – Existing Vendor with Terms: Same as B except skip first 2 steps.

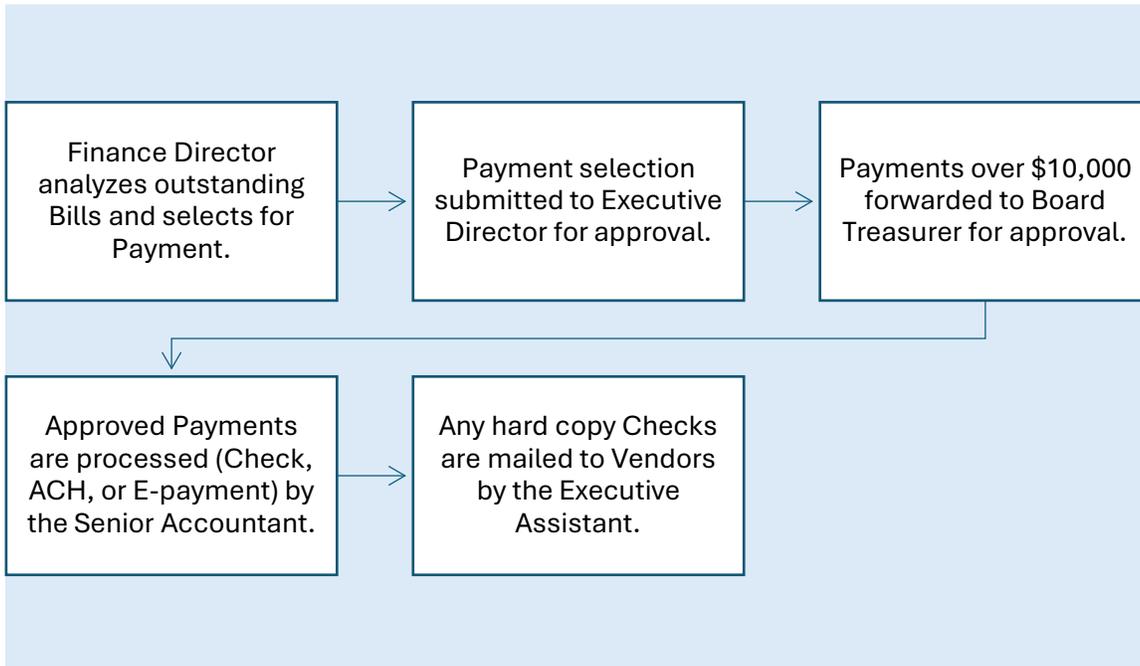
D. As-needed Purchases – Using Credit Card: Same as C, except use the Vendor “Visa” in the PO and **note the actual Vendor in the “Vendor document number” field.**

E. Employee Expense Reimbursements – Employee supervisor enters reimbursement request as a PO same as C above, attaching electronic copy of expense report including all supporting receipts as the “Bill”.

*** Purchase Order Approvals:**

Position	Description
Functional Managers	All PO's submitted by FM's will be routed to their Supervisor (usually the Location Manager) for approval. FM's should not create PO's over \$10,000.
Location Managers, Finance Director	PO's submitted by LM's ≤\$10,000 will be routed to the Senior Accountant for verification/approval. PO's > \$10,000 will be routed to Executive Director for approval.
Executive Director	Any PO's >\$60,000 will be routed to the Board Treasurer for approval.
Board Treasurer	Authorized to signify Board-level approval of purchases over \$60,000.

2. Paying Bills:



Banking, Investments and Cash Management

The District maintains operating and investment accounts in accordance with public deposit and investment requirements. Balances are maintained to provide cash flow for operating expenditures while maximizing earnings on funds not immediately needed for operations. A Board Resolution is required to open new accounts. The Executive Director and Board members are the authorized signers to withdraw funds. The Finance Director is authorized to transfer funds between accounts.

Legal Requirements

Banks holding deposits for the District are required to comply with the Public Deposit Protection Act (PDPA), which provides protection for public funds in excess of the FDIC insured limit. See [Appendix C.8 PDPA Fact Sheet](#). District investments must comply with the requirements described in [Appendix C.9 Legal Investments for Colorado Local Governments](#).

Operating Accounts

The District maintains four operating accounts:

- General Operating Account – used for general disbursements of accounts payable and payroll; and receipts of user fees, merchandise sales, property taxes, most grant reimbursements, and other general operating income. Two **signatures approvals, which may be in electronic form**, are required on disbursement checks **of \$10,000 or more**. Cash flow projections are developed to determine whether funds should be transferred to investments or if additional operating funds are needed from reserves.
- Credit Card Deposit Account – this is the account in which receipts from, and fees paid to, the third party credit card processors are deposited and withdrawn. No checks are written on this account. Balances in excess of \$10,000 are transferred to the General Operating Account at the end of each month.
- Electronic Payment Account – used for disbursements of accounts payable to vendors who accept payment via ACH. No checks are written on this account and two **signatures approvals** are required prior to **individual vendor disbursements of \$10,000 or more** scheduled from this account. A nominal balance is maintained in this account (around \$1,000).
- Department of Wildlife Account – this account is used for automatic withdrawals from the State of Colorado for the State’s share of fishing and hunting licenses sold by the District. The Finance Director monitors the balance and transfers funds from the General Operating Account as needed to fund the withdrawals. No checks are written from this account. A nominal balance is maintained during the off season (around \$1,000).

Investment and Designated Funds Accounts

The District maintains various “savings” and investment accounts with local banks and

public investment pools (Colotrust and CSafe). In addition to operating and improvement fund reserves, the District maintains designated “sub-accounts” in public investment pools for the following purposes:

- Conservation Trust Fund Account – this account is used to segregate Lottery funds received and disbursed per State requirements.
- Taxpayer Bill of Rights (TABOR) Reserve Account – the required balance for this account is determined and funded at the end of each fiscal year.
- Debt Service Account – property tax collections for bond debt servicing are transferred to this account on a monthly basis shortly after receipt from the counties (these funds are direct deposited in the General Operating Account). Bond interest and principal payments are transferred from this account to the paying agent by wire prior to the payment due date.
- Community Center Project Account – ~~bond proceeds and other financing for large construction projects are deposited into this account (usually by wire). Monthly construction draws are transferred by wire from this account to the General Operating Account to pay contractors.~~ This account is used to receive, hold and disburse funds restricted for Estes Valley Community Center capital projects.

Electronic Transactions

Any wires out of District accounts are authorized by the Executive Director. The Executive Director may authorize recurring/routine transfers, which are then initiated by the Finance Director (for example wiring retirement deferrals and match to the plan administrator on payroll dates). For payments to vendors who accept ACH, the Accountant will prepare a schedule of payments due ~~that requires two authorized signatures~~ which is routed to the Executive Director for approval. Any individual electronic payments of \$10,000 or more are also routed to a Board member (generally the Board Treasurer) for approval. The Accountant will initiate payments once the schedule is approved. The Finance Director is authorized to transfer funds from one District account to another within the same financial institution.

Cash Receipts and Disbursements

Policies and processes for cash receipts and disbursements are described in other sections of this document.

Account Reconciliations

The Finance Director is responsible for monitoring bank account balances to ensure adequate, but not excess, funds are in each account. The Accountant reconciles all accounts as soon as possible following receipt of monthly bank statements. The Finance Director reviews all bank reconciliations. Checks outstanding for more than (90 days) from the date of issue are investigated and appropriate action taken.

Accounts Payable and Cash Disbursements

Cash disbursements are made only for properly authorized and documented expenses, as evidenced by signed contracts and other agreements, receiving documents, invoices, and payment requests. Duties related to the recording of accounts payable and disbursement of cash are appropriately segregated. Accounts payable disbursements are processed at reasonable intervals to ensure timely payment of obligations. Checks and electronic payments are signed and/or authorized according to the Schedule of Authorizations. Blank checks are kept in a locked fire proof file cabinet.

General

Unless specifically requested by a vendor, EVRPD does not use purchase orders or requisitions. Invoices, credit card receipts, and payment requests serve as source documentation for recording expenses and accounts payable. Payment requests are used for situations in which no invoice or receipt is applicable, (for example, issuing a refund to a customer) with supporting documentation attached. The purchaser or Department Manager will indicate payment approval of expenses by ~~writing the~~entering the budget/GL code ~~on~~along with an attachment of the invoice, receipt or payment request in the financial management system, and submitting per the EVRPD Purchasing and Accounts Payable Workflow (Appendix _____), and initialing or signing it. (See *Procurement* for additional policies and procedures related to the purchasing process.)

Accounts Payable Process

- ~~• Vendors are instructed to mail invoices to the District post office box. The Administrative Assistant retrieves the mail and distributes accounts payable invoices to the appropriate manager for approval.~~
- ~~• Managers forward coded/approved invoices, payment requests, and credit card charge receipts to the Accountant for entry into the accounting software.~~
- ~~• At specified intervals (i.e. weekly), the Accountant produces an Aged Payables report and forwards it, along with all outstanding invoices, to the Finance Director. The Finance Director analyzes the report and evaluates the accompanying invoices/expense documentation for completeness, accuracy, and funder compliance requirements if charged to a grant or contract.~~
- ~~• The Finance Director selects invoices for payment based on due dates and available cash flow.~~
- ~~• The Accountant prints the checks and a check register. Blank checks are stored in a locked fire proof file cabinet with an accompanying log of checks used by date.~~
- ~~• The Accountant attaches the checks to the supporting documentation and arranges for signature by the Executive Director and a Board member (if the Executive Director is not available, 2 Board members may sign. All checks require 2 signatures). Signed checks are given to the Administrative Assistant for processing.~~
- ~~• The Administrative Assistant attaches check stubs to invoices, marks the invoices paid, inserts the checks into envelopes, affixes postage, and takes to the post office~~

~~or mailbox. Paid invoices are filed by vendor in the Accounting office.~~

Petty cash funds are maintained at each facility for small purchases that do not lend themselves to payment by check or credit card. A petty cash custodian is designated to keep the cash in a secure location (safe), distribute as needed, and periodically reconcile and request replenishment.

Electronic Payments

Electronic payments are issued for payroll and related taxes, to remit monthly sales tax due to the State of Colorado, and for payment to vendors who accept ACH. The Accountant, using the Aged Payables report, prepares a schedule of electronic payments due and ~~arranges for signature by the~~ routes it to the Executive Director for approval. ~~Any individual electronic payments of \$10,000 or more are also routed to and~~ a Board member (generally the Board Treasurer) for approval. ~~(If the Executive Director is not available, 2 Board members may sign approve. Electronic disbursements require 2 signatures).~~ Approval for payroll transactions is a part of the payroll process (see *Payroll*). Monthly sales tax amounts due are calculated by entering applicable sales posted in the general ledger into a spreadsheet, and then into the State's online filing system. After calculating the amount due, the Finance Director initiates an electronic payment.

Electronic (wire/ACH) payments may also be used for large construction project payments. ~~These payments are initiated by the Executive Director and/or Finance Director.~~

Cash Disbursement Authorization

A summary of cash disbursement authorizations is provided below:

Cash Disbursement Authorizations

	Dept. Manager Designated Custodian	Finance Director	Executive Director	Board Member(s)
Petty Cash disbursement	✓			
Accounts Payable checks or EFT/ACH payments (2 signatures required) less than \$10,000.			✓	✓
Accounts Payable checks or EFT/ACH payments of \$10,000 or more.			✓	✓
Payroll EFT transmission*		✓		

Sales Tax EFT transmission		✓		
Transfers between District accounts within the same institution		✓		
Transfers between District accounts from one institution to another			✓	
Routine wire/ACH transfers out (per prior written agreement)		✓		
Non-routine wire/ACH transfers out			✓	

*Verified/approved by Executive Director after processing.

Banking, Investments and Cash Management

The District maintains operating and investment accounts in accordance with public deposit and investment requirements. Balances are maintained to provide cash flow for operating expenditures while maximizing earnings on funds not immediately needed for operations. A Board Resolution is required to open new accounts. The Executive Director and Board members are the authorized signers to withdraw funds. The Finance Director is authorized to transfer funds between accounts.

Legal Requirements

Banks holding deposits for the District are required to comply with the Public Deposit Protection Act (PDPA), which provides protection for public funds in excess of the FDIC insured limit. See [Appendix C.8 PDPA Fact Sheet](#). District investments must comply with the requirements described in [Appendix C.9 Legal Investments for Colorado Local Governments](#).

Operating Accounts

The District maintains four operating accounts:

- General Operating Account – used for general disbursements of accounts payable and payroll; and receipts of user fees, merchandise sales, property taxes, most grant reimbursements, and other general operating income. Two approvals, which may be in electronic form, are required on disbursement checks of \$10,000 or more. Cash flow projections are developed to determine whether funds should be transferred to investments or if additional operating funds are needed from reserves.
- Credit Card Deposit Account – this is the account in which receipts from, and fees paid to, the third party credit card processors are deposited and withdrawn. No checks are written on this account. Balances in excess of \$10,000 are transferred to the General Operating Account at the end of each month.
- Electronic Payment Account – used for disbursements of accounts payable to vendors who accept payment via ACH. No checks are written on this account and two approvals are required prior to individual vendor disbursements of \$10,000 or more scheduled from this account. A nominal balance is maintained in this account (around \$1,000).
- Department of Wildlife Account – this account is used for automatic withdrawals from the State of Colorado for the State’s share of fishing and hunting licenses sold by the District. The Finance Director monitors the balance and transfers funds from the General Operating Account as needed to fund the withdrawals. No checks are written from this account. A nominal balance is maintained during the off season (around \$1,000).

Investment and Designated Funds Accounts

The District maintains various “savings” and investment accounts with local banks and

public investment pools (Colotrust and CSafe). In addition to operating and improvement fund reserves, the District maintains designated “sub-accounts” in public investment pools for the following purposes:

- Conservation Trust Fund Account – this account is used to segregate Lottery funds received and disbursed per State requirements.
- Taxpayer Bill of Rights (TABOR) Reserve Account – the required balance for this account is determined and funded at the end of each fiscal year.
- Debt Service Account – property tax collections for bond debt servicing are transferred to this account on a monthly basis shortly after receipt from the counties (these funds are direct deposited in the General Operating Account). Bond interest and principal payments are transferred from this account to the paying agent by wire prior to the payment due date.
- Community Center Project Account – This account is used to receive, hold and disburse funds restricted for Estes Valley Community Center capital projects.

Electronic Transactions

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Sales Tax EFT transmission		✓		
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Transfers between District accounts from one institution to another			✓	
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Non-routine wire/ACH transfers out			✓	

*Verified/approved by Executive Director after processing.



February 18, 2025

Agenda Item: 8.A

Agenda Title: Meetings to Schedule

Submitted by: Tom Carosello, Executive Director

Upcoming Meetings:

- Next Regular Board Meeting::
Tuesday, March 18, 2025 at 6:00pm – Estes Valley Community Center (Lower Level)
- Estes Valley Trails Committee Meeting:
Tuesday, May 13, 2025 at 6:00pm - Estes Valley Community Center (Lower Level)