TOWN OF GRAND LAKE
BOARD OF TRUSTEES – WORKSHOP/SPECIAL MEETING
MONDAY, APRIL 24, 2017  5:00 - 7:00 P.M. – TOWN HALL

Statement of Purpose: Workshops are held in the afternoon prior to each regular Board of Trustees meeting. Workshops are conducted:

1. To ensure that the Board members have adequate information and background to make informed decisions on various agenda items.
2. To provide the Trustees with a forum to frame emerging issues and to discuss potential alternatives to address these issues.
3. To learn about important events affecting the Town and to provide a chance for citizens to bring “for your information” items to the Trustees.
4. To make efficient and effective use of citizens’ time at Board meetings but allow citizens time to make their comments known in a recorded evening meeting.

iants attached to workshop agenda  #items attached to evening agenda

Please turn cell phones off during the meeting. Be respectful and take personal conversations outside.

AGENDA

CALL TO ORDER

ROLL CALL

CONFLICTS OF INTEREST

DELEGATIONS
* 2.) Dave Lively, Lively Tours and Talks – Historic Preservation. (Page A2)

DISCUSSION
* 1.) Items from Town Manager. (Page A9)
* 2.) Three Lakes Water & Sanitation Re-Assessment of Grand Lake Center. (Page A35)
* 3.) Off Highway Vehicles. (Page A41)
4.) Meeting Updates.

BOARD ACTION ITEMS FOR EVENING MEETING
#1.) Consideration and approval of the bid submitted by Big Valley Construction, LLC for the Town of Grand Lake Streetscape project Phase 1. (Page E42)
# 2.) Consideration to approve the revised 2017 Lease Agreement with Piribek Enterprises, d/b/a Rocky Mountain Stand Up Paddleboards. (Page E49)
# 3.) Consideration to accept the audited financial statements for fiscal year 2016. (Page E59)

FOR YOUR INFORMATION
* 1.) Thank you from Mountain Family Center. (Page A61)
* 2.) RMNP March Visitor Use Report. (Page A63)
* 3.) Town Letter of Support for HB 17-1242. (Page A65)
March 16, 2017

Hello!

Colorado Preservation, Inc. (CPI) and History Colorado State Historical Fund (SHF) are honored to share *Preservation for A Changing Colorado: The Benefits of Historic Preservation, 2017 Edition*. This report, the fourth in a series, documents the substantial benefits that historic preservation brings to our state economy and to local communities across Colorado.

Our team worked hard to present this information in the most accessible way, including specific project examples, infographics, and photographs of project around our state. The study:

- Considers a broad range of preservation benefits and funding incentives in Colorado including State and Federal rehabilitation tax credits, granting agencies such as the State Historical Fund, and incentivized programs like the Colorado Main Street program;
- Features projects from every corner of the State covering rural and urban, plains to mountains.
- Identifies and celebrates major themes exemplifying preservation in Colorado, including its collaborative ability, its statewide breadth and scope and its ability to meet new challenges and evolving trends.

An essential component to this guide is the project website, preservationbenefitsofcolorado.com. On this website, users may view the information, supplemented and updated over time, featured projects, and links to resources. Users may download a PDF copy, choose to view the guide material “cover-to-cover,” or navigate the site through a more targeted route based on specific areas of interest and user needs. Users are encouraged to share the link on their website and social media venues.

We hope that you will take the time to review this report, as it makes a strong argument for historic preservation as an integral component of community health and economic development.

Please contact us if you would like to further explore this topic and/or have questions about how your community can get started using historic preservation as a economic development and community revitalization tool!

Regards,

Jennifer Orrigo Charles
Executive Director, Colorado Preservation, Inc.

enclosure

This project was paid for by a History Colorado State Historical Fund grant.
### Cumulative Economic Impacts of Rehabilitation Projects, 1981-2015 ($ adjusted for inflation)

<table>
<thead>
<tr>
<th>Source</th>
<th>Direct Impacts</th>
<th>Indirect Impacts</th>
<th>Total Impacts</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Historical Fund</td>
<td>$1.1 Billion</td>
<td>$1.1 Billion</td>
<td>$2.2 Billion</td>
</tr>
<tr>
<td>State Tax Credit Program</td>
<td>$192.9 Million</td>
<td>$198.3 Million</td>
<td>$391.2 Million</td>
</tr>
<tr>
<td>Federal Tax Credit Program</td>
<td>$1.0 Billion</td>
<td>$1.1 Billion</td>
<td>$2.1 Billion</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1.9 Billion</strong></td>
<td><strong>$2.0 Billion</strong></td>
<td><strong>$3.9 Billion</strong></td>
</tr>
</tbody>
</table>

- **27,335** additional jobs
- **$1.2B** additional household earnings
- **$10.2M** state business income tax revenue
- **$27.7M** state personal income tax revenue
- **$92M** state sales tax revenue
- **$26.7M-$33.4M** property tax revenue

### Colorado Main Street Program Economic Impacts, 2014

- **$19.7M** Public Money
- **$53.3M** Total Public and Private Investments
- **$33.6M** Private Investments
- **14** Participating Communities
- **98** Building Rehabilitations
- **111** Part-time Jobs
- **17** Facade Improvements
- **266** Full-time Jobs

### The Benefits of Historic Preservation

Great preservation work is happening every day all across Colorado, in communities from small to large, from east to west, and from old to new. Federal, state, and local preservation programs provide a range of benefits to residents of the state including increased spending in local economies due to rehabilitation grants and tax credits, assisting in the revitalization of communities' downtowns through initiatives such as the Main Street program, and supporting the state's growing heritage tourism industry, promoting our state's historic resources to visitors and residents alike. Historic preservation also plays an important role in helping local communities adapt to a number of trends that look set to bring significant changes to Colorado, such as an aging population, increasing millennial workforce, changing
Every $1 million spent on historic preservation in Colorado leads to $1.03 million in additional spending, 14 new jobs, and $636,700 in increased household incomes across the state.

Planning for a Changing Colorado

Changing Demographics
Our state’s population is becoming more diverse, and preservation is helping to meet the needs of Colorado’s growing senior and millennial populations, multigenerational households, immigrant populations, and renter households.

Changing Economy
Larger economic trends also are changing the ways in which Coloradans work, and preservation is providing new spaces for creative communities and co-working.

Effective Placemaking
Preservation is playing a key role in helping communities of all sizes to create and sustain meaningful places.

Changing Climate
Officials are rethinking concepts like resiliency, and how historic resources can be protected in planning for hazards.

Heritage Tourist Spending in Colorado, 2015

- $14.1B in Heritage Tourist Spending
- $6.9B in Other Tourist Spending

Overnight Tourists, 2015

- 31.5M Overnight Tourists
- 15.8M Heritage Tourists
- 15.7M Other Tourists

Growth in Heritage Tourism, 2014-2015

Percentage of Tourists Visiting Historic Sites

- 16% in 2014
- 21% in 2015

Scenic and Historic Byways Economic Impact, 2009-2014 ($ not adjusted for inflation)

- $2.2B Direct Economic Impact
- $2.6B Indirect Economic Impact
- $4.8B Total Economic Impact

workspaces and local economies, and a changing climate. In all, historic preservation has had tremendous impacts on the state since the passage of the National Historic Preservation Act 50 years ago, and is poised to continue to play an important role in Colorado over the next 50 years.

preservationbenefitscolorado.com
Scenic and Historic Byways

One way the State of Colorado promotes heritage tourism is through the Scenic and Historic Byways Program. Established in 1991, the program highlights the important crossover that exists between historic preservation and economic development. In this case, historic preservation plays an important role in protecting and restoring sites, buildings, and other structures that enhance the unique aspects of each of the state's 26 byways. The program also provides a framework for regional cooperation and collaboration among a variety of state and federal agencies, local governments, economic development organizations, non-profits, and others who have an interest in promoting tourism, historic preservation, conservation, and educational opportunities along the byways. The program, part of the Colorado Department of Transportation, is overseen by a Byways Program Manager who acts as a resource for local agencies, communities, and byway organizations, serving as a conduit between these local organizations and state and federal agencies, such as the U.S. Forest Service and the Bureau of Land Management. The program manager also writes grant proposals for public and private funding of byways projects, administers federal grants, and provides technical assistance to local and regional byway organizations. Assistance for historic preservation projects comes from History Colorado, which regularly awards grants from the State Historical Fund to local governments located along Scenic and Historic Byways. In addition, the program's focus on interpretation and education helps to build greater awareness of Colorado's history and culture among visitors and residents alike.

According to a recent study, the state's Scenic and Historic Byways program created a direct economic impact of $2.25 billion (not adjusted for inflation) between 2009 and 2014. This led to indirect impacts of nearly $2.26 billion for a total impact of almost $4.5 billion. The majority of the economic impacts identified were

SAN LUIS VALLEY

LOS CAMINOS ANTIGUOS

The Los Caminos Antiguos (or the "Old Roads" in English) is a 129-mile Scenic and Historic Byway located in the San Luis Valley. Starting in Alamosa, the byway travels through a region first settled by Europeans in the 1600s. The route brings travelers to San Luis, the first town established in Colorado, and the San Luis Museum and Cultural Center (pictured left) before passing by the Our Lady of Guadalupe Church, the first congregation in the state, and Fort Garland, one of the state's first military installations. These historic assets are complemented by a number of unique natural resources, such as the Great Sand Dunes and the Sangre de Cristo mountain range. The Scenic and Historic Byways program establishes a framework for cooperation and collaboration between the local, state, and federal organizations, providing a vision and common goals for protecting, preserving, and marketing its natural, cultural, and historic assets. Historic preservation plays a significant role in protecting the significant assets located along the byway representing the Hispanic culture unique to the San Luis Valley. The designation of the byway also spurred the creation of the Sangre de Cristo National Heritage Area, providing additional resources to promote historic preservation and heritage tourism, supporting economic development in what is, by many measures, one of the most economically disadvantaged regions in the state.
attributed to visitor spending along the byways, as opposed to capital investments in facilities and other amenities. In 2014, the direct impacts of the program generated $835 million in total economic impacts and $141 million in wages for more than 4,000 jobs (part-time and full-time). The study also quantified the economic impacts attributable to specific byways, finding the Mount Evans Scenic and Historic Byway to be the most economically impactful despite the fact that a portion of this byway is closed during winter. The Mount Evans byway accounted for around 25 percent (or $1.2 billion) of the total impacts attributed to the program between 2009 and 2014. In comparison, the average impact of a byway in the state over this period was $191.9 million. While the total economic impacts of the Scenic and Historic Byways program may seem small compared to the total economic impacts of tourism in the state (total tourist spending was $14.1 billion in 2015), the results are impressive given the limited resources available to the program, especially following the defunding of the National Scenic Byways Program in 2012.

Heritage Tourist Spending in Colorado, 2015

$7.2B Heritage Tourist Spending

$6.9B Other Tourist Spending

Overnight Tourists, 2015

15.8M Heritage Tourists

15.7M Other Tourists

Growth in Heritage Tourism, 2014-2015

Percentage of Tourists Visiting Historic Sites

16% 21%

2014 2015

Scenic and Historic Byways Economic Impact, 2009-2014

$2.25B Direct Economic Impact + $2.26B Indirect Economic Impact = $4.51B Total Economic Impact

"Our mission as a regional partnership is to interpret, facilitate community development, and market the products of the cultural and historic traditions, natural resources, and diverse communities of the Los Caminos Antiguos Byway."

-Mission statement of the Los Caminos Antiguos Scenic and Historic Byway Association
COLORADO'S SCENIC AND HISTORIC BYWAYS & THEIR ECONOMIC IMPACTS, 2009 - 2014
1. Alpine Loop | $47.1 million
2. Cache la Poudre - North Park | $60.4 million
3. Collegiate Peaks | $190.0 million
4. Colorado River Headwaters | $229.7 million
5. Dinosaur Diamond | $84.1 million
6. Flat Tops Trail | $130.8 million
7. Frontier Pathways | $72.3 million
8. Gold Belt Tour | $94.9 million
9. Grand Mesa | $63.1 million
10. Guanella Pass | $292.8 million
11. Highway of Legends | $179.8 million
12. Lariat Loop | $566.9 million
13. Los Caminos Antiguos | $83.2 million
14. Mount Evans | $1,217.9 million
15. Pawnee Pioneer Trail | $90.2 million
16. Peak to Peak | $99.6 million
17. San Juan Skyway | $301.1 million
18. Santa Fe Trail | $96.6 million
19. Silver Thread | $67.1 million
20. South Platte River Trail | $67.6 million
21. Top of the Rockies | $101.3 million
22. Tracks Across Borders | No Data (new SHB)
23. Trail of the Ancients | $251.1 million
24. Trail Ridge Road/
   Rocky Mountain National Park | $171.3 million
25. Unaweep-Tabeguache | $99.7 million
26. West Elk Loop | $138.8 million

Preservation for a Changing Colorado | 30
Date: April 24, 2017

To: Mayor Peterson and Town Trustees

From: Jim White, Town Manager

RE: Items from the Town Manager

1. Streetscape Project/ Update and Bid Opening

On Wednesday, April 19, 2017 we made our presentation to the Department of Local affairs to seek additional funding for our Streetscape Project, Phase 1. Our request was for $500,000. We should receive an answer within approximately two weeks. The next day, we opened bids on April 20, 2017 with John Enochs, Diamondback Engineering. Bernie McGinn, Public Works Director, Dave Johnson, Water Superintendent, Nate Shull, Town Planner and I attended. We received one bid from Big Valley Construction, LLC, Granby, CO as the General Contractor (Troy Neiberger and Rob Neiberger, Managing Members); ATH Specialties & Sales, Grand Lake, CO (Todd Hammerland); and Acord Asphalt, Granby, CO (Pat Acord), as Major Subcontractors. The bid amount is $2,240,863. The apparent low bidder is Big Valley Construction in tandem with the other two local subcontractors (SEE ATTACHMENT).

We plan to award a contract by late April or early May, 2017. We will have this item on the evening agenda tonight for Town Board consideration.

2. Annual Spring Strategic Planning Meeting

For our Annual Strategic Planning Meeting, I have scheduled Wednesday, May 24, 2017 from 8:30 am till approximately 3:30pm and Thursday, May 25, 2017 from 8:30am till we finish, anticipating completion no later than 3:30pm.

3. East Inlet Boat Ramps and Docks

On Monday, April 17, 2017, Steve Kudron, Trustee; Bernie McGinn, Public Works Director; Nate Shull, Town Planner; Geoff Elliott, Joy Phelan, and Shawn Bruegger representing Grand Environmental; and I visited the East Inlet Dock area to discuss installation plans and landscape needs which will have to be completed prior to installation. We have ordered our Shore Station Docks and we are awaiting delivery, expected by early May.
4. Off Highway Vehicles
Town staff continues its research of other local municipal Ordinances and we have this topic on the Work Session agenda today for further discussion. Today, I have provided you with a redacted version of an Ordinance from another town which includes some of the elements which some citizens felt we omitted when our Ordinance 17-2016 was passed. I have also provided the Town of Georgetown’s standards on the use of motorized golf carts as well.

5. Invasive Zebra and Quagga Mussel Management Plan

We had the third meeting on Thursday, April 20, 2017 regarding plans for the 2017 summer season boat inspections regarding the funding shortfall to monitor boats for aquatic nuisance species (ANS). Plans representing a reduction in hours have been confirmed. Grand Lake will be open 14 hours a day on Friday, Saturday, and Sunday and 12 hours a day on Monday through Thursday each week. This of course would not apply on the Fourth of July holiday when the ramps will be open 14 hours. Ramps are expected to open for inspection on May 19, 2017.

Funding issues have been reviewed and funding has been secured for this year. Northern Water passed a Resolution which has committed $130,000 on the Three Lakes region. Colorado Parks and Wildlife (CPW) approved an additional $118,396, bringing its total to $168,396. The USFS cost share to CPW is $50,000 to match the CPW amount of $50,000. Colorado Parks and Wildlife is going forward with the contract at a total cost of approximately $350,000.

The other issue discussed was to have each entity provide gates so soft or hard closures could be guaranteed for Grand Lake, the Bureau of Reclamation has indicated its willingness to provide financial assistance for the fabrication and installation of such a device. The Town of Grand Lake will have two bollards and a cable installed for soft closings. This was a requirement that came along with the funding from all the contributing parties (SEE ATTACHMENT).

6. Comcast Franchise Agreement

Our Franchise Agreement with Comcast expires on March 29, 2018. I have contacted Andy Davis, Director of Government Affairs to begin to clarify the process.

7. Lease and Rental Agreement/Piribek Enterprises

On May 24, 2016, the Town entered into a Lease Agreement with Piribek Enterprises, LLC d/b/a Rocky Mountain Stand Up Paddleboards (SUP) for a property lease and standup paddle board rack rentals. Mr. Piribek is requesting renewal for the 2017 summer season. This item is on the evening agenda for Town Board consideration.
8. **Town Hall Roof Repair**
The Town Hall roof repair began on Thursday, April 20, 2017. Antonio Acevedo and his crew removed shingles and prepared the site for the work ahead. Acevedo Roofing did provide insurance verification and a completed building permit which is posted on site. Ear plugs were requested by Town Hall staff.

9. **Three Lakes Watershed/Assessment @ Grand Lake Center**
On Monday, April 10, 2017, I received a re-assessment from Sally Blea from Three Lakes Watershed, indicating that the Town will need to purchase 1.46 sfe taps to accommodate the assessment. This decision followed a meeting in which two Town Trustees (Kathy Lewis and Steve Kudron0 and the Town Manager met with two representatives of the Three Lakes Water and Sanitation Board and Sally Blea, District Manager.

Subsequently, I wrote back to Sally indicating that we expected to meet again following the proposed re-assessment to consider the results prior to the Three Lakes Board taking any action (SEE ATTACHMENT).

10. **West Portal Bridge/Supplemental Funding**
On April 8, 2017, I prepared a letter to Dianne Criswell, CML Legislative and Policy Advocate to request additional funding for our West Portal Bridge Project based on new cost estimates provided by Benesch Engineering. It was sent the next day with attachments and minor revisions. On the morning of April 19, 2017, I received an e-mail back from Dianne Criswell indicating that we had been granted an additional grant from CDOT “at the top of the range”, or $464,056 (SEE ATTACHMENTS).

**ANNOUNCEMENTS**

- On April 12, 2017, Mayor Peterson and I called Cody Walker, Sombrero Stables to follow up on his plans for the future use of the facility (SEE ATTACHMENT).

- Simply Efficient was awarded the job by the Grand Lake Rotary to install solar lights on two Town Signs, one on Highway 34 and one at Triangle Park. Guy Larson, from Simply Efficient has begun preliminary work on the Triangle Park sign.

- Erin Ackerman and I met with Department Directors to do monthly financial review on Wednesday, April 19, 2017.

- Betty Thomasson passed away on April 6, 2017. She was 89 years old. Her son Tom Thomasson has power of attorney.
• The Town’s Annual Clean Up Day will be held on Saturday, May 20, 2017. On that same day, we will celebrate Arbor Day and the Flowering of Grand Lake. Bernie McGinn, Public Works Director, has secured the Grand Lake Lodge to provide food for our volunteers, following Clean Up. He is also working with Paul Harrington in an effort to secure a tree to plant to help celebrate Arbor Day.

• The annual Agreement with Hilly Lawn Gardening has been signed with Carla Lawn and Carol Ann Thompson (SEE ATTACHMENT).

• As always, please let me know if you have any questions or concerns. You may also directly contact department directors with questions as well.

Quotable Quote(s):

“Never doubt that a small group of thoughtful committed citizens can change the world; indeed, it’s the only thing that ever has.” –Margaret Mead


Grand Lake Colorado/Western Gateway to Rocky Mountain National Park Infrastructure and Street Improvements Project
DOLA Energy/Mineral Impact State Advisory Committee Grant Hearings
April 19, 2017

Representing the Town of Grand Lake:
Jim White, Town Manager
Bernie McGinn, Public Works Director
John Enochs, Diamondback Engineering

- This project is Phase 1 of a three phase project to address infrastructure needs in the Town of Grand Lake. The Town of Grand Lake has been planning this project in earnest for the past several years. Many residents and nearby property owners invested hundreds of hours in the planning phase. In 2013-2014, the Town completed a Downtown Colorado Inc Community Assessment and a Federal Highway, Federal Lands Livability Initiative. In 2015-2016, the Town Board approved a Streetscape Master Plan and a Wayfinding Signage Plan.

- It has been 20-25 years since the Town last approached a large scope project, and never one of this magnitude. With the funding we hope to receive from this grant, the Town plans to do utility infrastructure improvements on our two primary downtown streets: Grand Avenue and Park Avenue.

  - Storm sewer improvements: 1817 linear feet of 18" pipe; 1004 linear feet of 24" pipe; 358 linear feet of 30" pipe; 176 linear feet of 36" pipe, and 125 linear feet of 42" pipe.
  - 28 storm inlets
  - 9 new manholes
  - 500-800 linear feet of new water line
  - 465 linear feet of new sanitary sewer
  - 5 utility relocations
We are only asking for funding from DOLA for the storm sewer system, the wastewater system upgrades, manholes, and the water distribution system. These are the elements of projects for which DOLA has earned its reputation in providing support to communities all over Colorado.

- In November 2016, Town residents approved a $4.3 million Sale Tax Bond Initiative which underscored the community's support for this extensive process. It's a good project!

- Phase 1 is predominantly in the downtown area of Grand Lake. Phase 2 and Phase 3 will extend further west and out toward the entryway to Town, as you drive in off Highway 34.

- Phase 1 will focus on replacement of utility infrastructure, including storm water drainage, water, and sewer lines and overall project utility needs. Conduit for new LED dark sky streetlights is another example of the upgrades planned.

- We want to point out two changes to our application since it was first submitted:
  
  o In addition to the initial contract for engineering in the amount of $134,200, the Town has since invested another $194,000 to aid in the completion of the design plans and to complete construction drawings so the project could be sent out to bid.
  o What we previously indicated as our shovel ready period to be 3-6 months is now more immediate, as we are ready to begin as soon as funding is secured. We now plan to start this project in May 2017.

- The Town's local match is $1,961,630 representing 80% of the projected project costs. The Town of Grand Lake is asking for $500,000 or 20% of the estimated project costs to be used for the storm sewer system, sewer lines, manholes, and the water distribution system.

The Town of Grand Lake appreciates your consideration of this request; we appreciate your time today, and we are prepared to answer questions you may have about this project.

THANK YOU!
Good Morning Everyone. In advance of our call this morning, I wanted to pass along the ANS Resolution for 2017 West Slope Operations that was adopted by the Northern Water Board last week. In short, the Resolution outlines Northern Water’s commitment to expend $130k for ANS-related activities.

Please call or email if you have any concerns or comments.

Thanks,

Brad
are able to join us. The focus of our meeting tomorrow will be on the night closure, public information and education, enforcement, and Arapahoe Bay procedures.

Some Updates:

- Northern Water’s Board passed the resolution providing $130,000 to CPW for the WID Contract in Grand County
- CPW Leadership approved an additional $118k to provide the remainder of the funding for the contract totalling $168k
- USFS is working on the cost share to CPW for $50k of the contract costs
- CPW is moving the contract through at a total cost of approximately $350k
- USFS agreed to soft closure of the ramps at night pending signage and enforcement are in place
- Northern Water, EOR and the Town of Grand Lake are working together to get a gate installed at the Grand Lake Ramp

Thanks!

Elizabeth Brown  
Invasive Species Coordinator

P 303.291.7362 | F 303.291.7144 | C 303.547.8690  
6060 Broadway, Denver, Co 80216  
elizabeth.brown@state.co.us | www.cpw.state.co.us
CBT ANS Meeting Agenda
303-291-7647 x7984
10:30 AM – 11:30 AM
April 20, 2017

BUDGET
- USFS – CPW Cost Share ($50,000 - $50,000)
- NCWCD Resolution ($130,000)
- CPW Funding ($118,396.86)
- Total Contract =$350,396.86

NIGHT AND OFF SEASON RAMP CLOSURE

GRAND LAKE RAMP GATE

SIGNS

ENFORCEMENT

A.BAY PROCEDURES

TRAINING

PUBLIC INFORMATION and COMMUNICATIONS
- Press Release
- Websites:
  - USFS campground reservation
  - ANRA website
  - CPW website
  - NCWCD
  - USBOR
  - Town of Grand Lake
  - Grand County
- Social Media
Grand County ANS WID Stations Hours for 2017:

**WID Opening Date:**

- May 19, 2017

**Hours of Operation:**

- Stillwater - 14 hours a day 7 days a week
- Sunset - 14 hours a day Friday, Saturday, Sunday
  - 12 hours a day Monday-Thursday (7am-7pm)
- Green Ridge - 14 hours a day Friday, Saturday, Sunday
  - 12 hours a day Monday-Thursday (7am-7pm)
- Grand Lake - 14 hours a day Friday, Saturday, Sunday
  - 12 hours a day Monday-Thursday (7am-7pm)
- All ramps open 14 hours a day on July 4th (Tuesday)
- There will be no inspections or decontaminations performed at Arapahoe Bay Ramp.

**Schedule Change Date:**

- September 11, 2017

**Hours of Operation:**

- All Ramps – 7am-7pm

**Closing Date:**

- October 15, 2017
NORTHERN COLORADO WATER CONSERVANCY DISTRICT

D-1289-04-17

RESOLUTION FOR THE CONTRIBUTION OF FUNDS
TO SUPPORT A 2017 AQUATIC NUISIBLE SPECIES PROGRAM
FOR GRAND LAKE, SHADOW MOUNTAIN RESERVOIR AND LAKE GRANBY

WHEREAS, the Northern Colorado Water Conservancy District (Northern Water), having been formed under the authority of the Water Conservancy Act statutes (37-45-101 et seq), supplies through the Colorado-Big Thompson (C-BT) Project an average of 215,000 acre feet of water, water which is diverted from the headwaters of the Colorado River, stored in and conveyed through facilities of the C-BT Project, and delivered for beneficial use in northeastern Colorado, providing directly or indirectly a supplemental raw water supply to more than 640,000 acres of irrigated farmland and to a population of more than 920,000; and

WHEREAS, Grand Lake, Shadow Mountain Reservoir, and Lake Granby have, and continue to be, indispensable water storage and delivery facilities of the C-BT Project and, in addition, provide valuable recreational amenities; and

WHEREAS, the quagga mussel \textit{[Dreissena bugensis]} and the zebra mussel \textit{[Dreissena polymorpha]} are both considered detrimental invasive species and since their arrival in Eastern North America, now infest waters in states surrounding Colorado; and

WHEREAS, upon colonizing a waterbody such mussels can completely cover the substrate and can encrust infrastructure so as to block pipelines, clog outlet works, disrupt water treatment processes and may deem hydroelectric facilities inoperable and ultimately upset the natural nutrient cycle of a waterbody, including decreased concentrations of dissolved oxygen and significantly less chlorophyll; and

WHEREAS, Congressional research has estimated that since their arrival in the United States, such mussels have cost water-related business and communities over $5 billion; and

WHEREAS, if left unchecked, such mussels will continue to spread passively by watercraft to more waterbodies in North America, with the common trailered boat traffic being the most likely vector for further invasion into Western North America; and

WHEREAS, recognizing the implications of mussel infestations in Colorado waterbodies, the State Legislature enacted, in 2008, the Aquatic Nuisance Species (ANS) Act allowing for the creation of the State Zebra and Quagga Mussel Management (ZQM) Plan and that collectively, the Act and the Plan require mandatory inspection, and if necessary, decontamination of all boats coming in from out of state, leaving known positive waters in Colorado, and those boats entering at-risk waters where inspections and decontaminations are required by the owner or managing agency; and
WHEREAS, from 2009 through 2016, the ANS Act, and its many activities, were largely supported through Colorado Severance Tax (Tier II) funds, in the amount of approximately $4 million per year; and

WHEREAS, through the State’s ANS efforts, along with additional contributions by various water and recreation agencies, more than 3.5 million watercraft have been inspected state-wide since 2009, resulting in over 62,000 watercraft decontaminations and the interception of 118 mussel contaminated boats; and

WHEREAS, the United State Forest Service (USFS), acting through its authority, so granted in 1978, is the recreational management entity of the Arapaho National Recreation Area (ANRA), and in this capacity, oversees recreation on Lake Granby and Shadow Mountain Reservoir.

WHEREAS, the USFS and Colorado Parks and Wildlife have worked collaboratively to implement a watercraft inspection and decontamination program on said reservoirs and Grand Lake since 2009, and having an annual cost of approximately $430,000, of which funding was derived through a contract from the Colorado Parks and Wildlife ANS Fund; and

WHEREAS, throughout its eight (8) years of steadfast operations, Colorado Parks and Wildlife and/or its third-party contractor have inspected (on Grand Lake, Shadow Mountain Reservoir, and Lake Granby) 152,834 watercraft and decontaminated 860 of the same; and

WHEREAS, due to a recent Colorado Supreme Court ruling coupled with a reduction in the extraction, and thus taxation, of oil and gas commodities, Colorado Severance Tax (Tier II) funding has diminished substantially, resulting in no funding to Colorado Parks and Wildlife for needed ANS activities in 2017; and

WHEREAS, recognizing the ongoing threat of mussel infestation to the waters of Grand Lake, Shadow Mountain Reservoir, and Lake Granby, and the devastating impacts and associated costs of managing such waterbodies if infested; Colorado Parks and Wildlife, the United State Forest Service, and Northern Water have entered discussions to develop a one-year funding plan to allow the continued operation of a watercraft inspection and decontamination program at both waterbodies for the 2017 boating season; and

WHEREAS, such discussions have culminated in the development of a conceptual 2017 ANS Grand Lake/Shadow Mountain/Lake Granby Program that will be enacted by Colorado Parks and Wildlife and designed to have a cost of approximately $330,000; and

WHEREAS, Northern Water emphasizes the urgent need to seek a state-wide, long-term and sustainable funding source and/or mechanism to provide the necessary monies to properly enact Colorado’s ANS Act and its associated programs, rules, and regulations.

NOW THEREFORE, BE IT RESOLVED THAT the Board of Directors of Northern Water recognize the importance of maintaining a watercraft inspection and decontamination presence at Grand Lake, Shadow Mountain Reservoir, and Lake Granby for the long-term protection against a quagga and/or zebra mussel infestation, and in so doing agree to contribute an amount, not to
exceed $130,000, toward the 2017 ANS Grand Lake/Shadow Mountain/Lake Granby Program, with such funds being more specifically executed through a restricted donation made directly to Colorado Parks and Wildlife and memorialized with a letter agreement.

CERTIFICATE

I, Eric W. Wilkinson, do hereby certify that the above is a true and correct copy of a Resolution unanimously adopted by the Board of Directors of the Northern Colorado Water Conservancy District at its regularly scheduled meeting of said Board held in Berthoud, Colorado, on April 13, 2017.

[Signature]
Secretary
April 8, 2017

Dianne Criswell, J.D.
1144 Sherman Street
Denver, CO 80203
Re: Ad Hoc Supplemental Funding Request
BRO M560-003/SA 20096
Grand Lake West Portal Bridge Project

Attachments: Bridge Project Cost Estimates/Benesch Engineering/ March 2017
Righ'tof Way Clearance Certification Letter to CDOT
Summary of FIR/FOR CDOT Commentary and Benesch Engineering Responses
February 1, 2017 Agenda FIR/FOR Agenda and Project Funding Info
Request for Extension of EIAF DOLA #7832 Grant/Contract Amendment #1
November 22, 2016 Agenda for DSR Review with CDOT /Project Funding Info
Draft Construction Bid Plans/Benesch Engineering/October 2016

Dear Dianne,

When I arrived in Grand Lake in January, 2015, I was soon thereafter informed that the Town had an off system bridge project that was at risk of losing its funding if the Town did not actively pursue it. It had started unofficially in 2010, stalled due to lack of Town funding, then stalled again during the shift in funding that occurred during the floods in Northern Colorado in 2013.

The bridge was rated at 76% deficiency in 2010.

The Town of Grand Lake took the admonition seriously. During the past two years we have worked in earnest with CDOT to complete our Intergovernmental Agreement (IGA) to allow for the design of the bridge rehabilitation. We also hired Alfred Benesch and Company, an engineering firm to work through the exacting and demanding process set down by CDOT.

Working with our former Town Planner, Benesch established draft Construction Bid Plans for our project as we simultaneously worked on the Intergovernmental Agreement with CDOT for the Design Phase.

In October of 2016, we requested an extension of our EIAF grant #7832 from DOLA through December 2017.
In November of 2016, the Town and Benesch Engineering met with CDOT, moderated by Jason Huddle, for the Local Agency Scoping Review (DSR) Meeting. Our budget as articulated in the IGA listed:

- Federal Funds, administered by CDOT: $694,080
- Local Agency Funds: $173,520
- TOTAL: $867,600

The construction estimate at that time was: $974,267

On the last day of December, our Town Planner, who had been handling the interaction between CDOT and Benesch Engineering, resigned.

In February 2017, the Town and Benesch Engineering met again with CDOT, moderated once more by Jason Huddle, for the Local Agency Project Final Office Review (FIR/FOR) Meeting. The construction cost estimate at that time had risen to $1,050,790.

Subsequent to the February 2017 meeting, the Town certified that all construction on the above referenced project would be in Town Right of Way, requesting that CDOT issue a Right of Way Clearance for this project.

Following the review of the issues represented by CDOT that had not been included in the engineering design standards initially, we received two other estimates from Benesch Engineering, one totaling $1,232,586 and the other $1,447,670.

Consequently, we are asking for supplemental funding: (See table below) in the amount of one of the two options below, or an additional request for funding in a range of $291,989 to $464,056.

We hope we have accounted for any additional escalation in costs, or delays in construction. Of course, the Town would be prepared to return any unused funds.

<table>
<thead>
<tr>
<th>Original</th>
<th>Project Cost</th>
<th>80% Grant</th>
<th>20% Local</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Cost Estimate - Version 1</td>
<td>$1,232,586</td>
<td>$986,069</td>
<td>$246,517</td>
</tr>
<tr>
<td>New Cost Estimate - Version 2</td>
<td>$1,447,670</td>
<td>$1,158,136</td>
<td>$289,534</td>
</tr>
</tbody>
</table>

Without this funding, the Town will not be financially capable of completing this critical project.
We are desperate to get this project completed as the condition of the decking, walking surfaces, and the undercarriage of the bridge continues to disintegrate. This bridge carries an inordinate amount of boat trailer traffic to the East Inlet boat ramps further along West Portal Road, as that is the sole location for boats to launch directly onto Grand Lake.

Please also take into account that it has been nearly seven years since original cost estimates were provided. The Town will be prudent in the rehabilitation of the offsite bridge and spend no more that is necessary to improve the safety of the bridge. We hope to bid and complete the project still in 2017.

Respectfully submitted,

[Signature]

Jim White, Town Manager
SPECIAL BRIDGE FUND -- BRIDGE PROJECT COST ESTIMATE

Structure Number _0506.01_ Municipality/County _Town of Grand Lake_

Priority #_1_ Average Daily Traffic (ADT) _800_
(For entities submitting applications for more than one bridge, please specify if this bridge is your first, second, third, etc. priority)

**Engineering:**
- Preliminary Engineering  $13,600
- Design Engineering  112,680
- Construction Engineering and Staking  110,000
- Project Engineering  0
- Final Inspection  3,000

**TOTAL ENGINEERING COSTS:**  $239,280

**Labor - Materials - Equipment**
- Mobilization  $100,000
- Site Preparation  6,600
- Excavation  2,500
- Abutments/Piers/Piling  3,000
- Structure/Deck/Guard Rail  796,606
- Approaches  6,600
- Pavement  28,000

**TOTAL LABOR - MATERIALS - EQUIPMENT COSTS:**  $943,306

Contingencies:  $50,000

**TOTAL PROJECT COSTS:**  $1,232,586

Design/Engineering Start Date (mo/yr): _July/2016_
Date of Bid Opening (mo/yr): ____________________________
Project Start Date (mo/yr): ____________________________
Project Completion Date (mo/yr): ____________________________

Estimate Prepared by: ____________________________ Phone: ____________________________ Title: ____________________________ Date: ____________________________
Approved by: ____________________________ Phone: ____________________________ Title: ____________________________ Date: ____________________________

Benesch Engineering
Dan Bechtold
303-771-6868
March 2017
SPECIAL BRIDGE FUND -- BRIDGE PROJECT COST ESTIMATE

Structure Number __0506.01__ Municipality/County Town of Grand Lake

Priority # 1 Average Daily Traffic (ADT) 800
(For entities submitting applications for more than one bridge, please specify if this bridge is your first, second, third, etc. priority)

Engineering:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Engineering</td>
<td>$13,600</td>
</tr>
<tr>
<td>Design Engineering</td>
<td>$112,680</td>
</tr>
<tr>
<td>Construction Engineering and Staking</td>
<td>$170,000</td>
</tr>
<tr>
<td>Project Engineering</td>
<td>$10,000</td>
</tr>
<tr>
<td>Final Inspection</td>
<td>$3,000</td>
</tr>
</tbody>
</table>

**TOTAL ENGINEERING COSTS:** $309,280

Labor - Materials - Equipment

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
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<tbody>
<tr>
<td>Mobilization</td>
<td>$120,000</td>
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<tr>
<td>Site Preparation</td>
<td>$6,600</td>
</tr>
<tr>
<td>Excavation</td>
<td>$2,500</td>
</tr>
<tr>
<td>Abutments/Piers/Piling</td>
<td>$3,000</td>
</tr>
<tr>
<td>Structure/Deck/Guard Rail</td>
<td>$1,029,690</td>
</tr>
<tr>
<td>Approaches</td>
<td>$6,600</td>
</tr>
<tr>
<td>Pavement</td>
<td>$28,000</td>
</tr>
</tbody>
</table>

**TOTAL LABOR - MATERIALS - EQUIPMENT COSTS:** $1,088,390

Contingencies:

<table>
<thead>
<tr>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>$50,000</td>
</tr>
</tbody>
</table>

**TOTAL PROJECT COSTS:** $1,447,670

Design/Engineering Start Date (mo/yr): __July/2016__
Date of Bid Opening (mo/yr): ____________
Project Start Date (mo/yr): ____________
Project Completion Date (mo/yr): ____________

Estimate Prepared by: ____________ Phone: ____________ Title: ____________ Date: ____________

Approved by: ____________ Phone: ____________ Title: ____________ Date: ____________

Benesch Engineering
Dan Bechtold
303-771-6868
March 2017
Dear Jim,

Copied below and attached as a letter for your records is the Special Highway Committee’s decision on your application for supplemental Off-System Bridge grant funding. The committee recommended supplemental funding at the top of the range, based on Grand Lake’s initiative to extend previous grant and the intent to complete the project quickly. As the project is completed, please let CML and CDOT know if you will not use the entire grant amount awarded, and we will reallocate the grant funds.

Thank you for your submission, and congratulations on your award. As you likely know, the next step on the grant funding is to contact your CDOT regional office (contact info is attached).

Sincerely,

Dianne Criswell, J.D.
Legislative & Policy Advocate
Colorado Municipal League
1144 Sherman Street, Denver, CO 80203
(p) 303-831-6411 / 866-578-0936 • (f) 303-860-8175
dcriswell@cml.org • www.cml.org

Is there a citizen leader, volunteer, or municipal employee making a difference in your city or town? Nominate them for a municipal hero award!

This e-mail may contain an advertisement or solicitation. To refuse future commercial e-mail solicitations from this sender, please respond accordingly to dcriswell@cml.org.

From: Jim White [mailto:glm@manager@townofgrandlake.com]
Sent: Sunday, April 09, 2017 2:02 PM
To: Dianne Criswell
Cc: Public Works
Subject: Off Site Bridge

Dianne,

Good afternoon! We have struggled with the escalating costs of this project. I think now I have a cost estimate which we can target that will get the job done effectively with reductions in elements that were not absolutely essential. Please review the three numbers included. We are aiming at the middle number ($1,232,586) to complete our tasks and bridge rehabilitation. This number includes rising construction costs since our initial cost estimate was issued in 2010 and also any other costs estimated based on increased CDOT regulatory requirements.

We hope to bid and complete the project still in 2017. I will send hard copies of the documents in the mail. Please let me know if there is anything else you need. Sorry for the delay in getting this to you.
My regards,
Jim

Jim White
Town Manager
P.O. Box 99
Grand Lake, Co 80447
glmanager@townofgrandlake.com
970-627-3435 (w)
970-531-8900 (cell)
April 19, 2017

Mr. Jim White, Town Manager
Town of Grand Lake
P.O. Box 99
Grand Lake, CO 80447-0099

Re: Off-System Bridge Program Grant Awards -- 2017 Supplemental

Dear Mr. White:

Via email dated April 12, 2017, the Special Highway Committee considered and evaluated your application for a supplemental grant for the Grand Lake West Portal Bridge Project. The committee considered supplemental requests on an ad hoc basis, basing its recommendation to the Colorado Department of Transportation (CDOT) on the availability of grant funds resulting from another municipality’s declination of a previous award or other outstanding balances.

We are pleased to inform you that the committee’s recommendation to CDOT is to provide a supplemental grant of $464,056 to the grant previously awarded to Grand Lake in 2010 (see detail below). We would encourage you to contact your local CDOT Engineer (see attachment) to initiate both the programming of the bridge and the grant contracting process.

<table>
<thead>
<tr>
<th></th>
<th>Project Cost</th>
<th>80% Grant</th>
<th>20% Local</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Application - 2010</td>
<td>$ 867,600</td>
<td>$ 694,080</td>
<td>$ 173,520</td>
</tr>
<tr>
<td>New Cost Estimate</td>
<td>$ 1,447,670</td>
<td>$ 1,158,136</td>
<td>$ 289,534</td>
</tr>
</tbody>
</table>

Difference between Original and New Cost Estimate (Requested Supplemental) $ 464,056

If you have any questions, please do not hesitate to contact me at (303) 831-6411 or dcriswell@cml.org.

Sincerely,

Dianne Criswell, Legislative & Policy Advocate
Colorado Municipal League

cc: Behrooz Far, State Bridge Engineer

Note: letter transmitted via email
<table>
<thead>
<tr>
<th>CDOT Region 1</th>
<th>CDOT Region 1 -- Denver &amp; Westminster</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Vetterling -- Professional Engineer II</td>
<td>Carol Anderson -- Civil Engineer Project Manager I</td>
</tr>
<tr>
<td>Email: <a href="mailto:john.vetterling@state.co.us">john.vetterling@state.co.us</a></td>
<td>Email: <a href="mailto:carol.anderson@state.co.us">carol.anderson@state.co.us</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CDOT Region 1 -- South Aurora, Part of West</th>
<th>CDOT Region 1 -- North and remaining of West</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wendy Williams -- Civil Engineer Project Mgr I</td>
<td>Joy French -- EIT III LA Unit</td>
</tr>
<tr>
<td>Work: 303-757-9002</td>
<td>Work: 303-757-9528</td>
</tr>
<tr>
<td>Email: <a href="mailto:wendy.williams@state.co.us">wendy.williams@state.co.us</a></td>
<td>Email: <a href="mailto:joy.french@state.co.us">joy.french@state.co.us</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CDOT Region 2</th>
<th>CDOT Region 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shane Ferguson -- Professional Engineer II</td>
<td>Don Scanga -- Civil Engineer Project Manager I</td>
</tr>
<tr>
<td>1480 Quail Lake Loop, Colorado Springs 80906</td>
<td>1480 Quail Lake Loop, Colorado Springs 80906</td>
</tr>
<tr>
<td>Work: 719-227-3244</td>
<td>Work: 303-757-9002</td>
</tr>
<tr>
<td>Email: <a href="mailto:shane.ferguson@state.co.us">shane.ferguson@state.co.us</a></td>
<td>Email: <a href="mailto:shane.ferguson@state.co.us">shane.ferguson@state.co.us</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CDOT Region 3 -- All Off-System Bridges &amp; BRO funds</th>
<th>CDOT Region 3 -- For Pre-Construction</th>
</tr>
</thead>
<tbody>
<tr>
<td>Peter Lombardi - CDOT - Professional Engineer II</td>
<td>Jason Huddle - Engineering/Physical Sci III</td>
</tr>
<tr>
<td>714 Grand Avenue P.O. Box 298 Eagle, CO 81631</td>
<td>222 S. 6th Street Room 317 Grand Junction CO 81501</td>
</tr>
<tr>
<td>Email: <a href="mailto:peter.lombardi@state.co.us">peter.lombardi@state.co.us</a></td>
<td>Email: <a href="mailto:jason.huddle@state.co.us">jason.huddle@state.co.us</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CDOT Region 3 -- Construction Manager for LA work</th>
<th>CDOT Region 4 --</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dave McCullough - CDOT - Engr/Phys Sci Tech III</td>
<td>Michael (Jake) Schuch -- EIT II</td>
</tr>
<tr>
<td>606 S. 9th Street Grand Junction CO 81501</td>
<td>10601 West 10th Street Greeley CO 80634</td>
</tr>
<tr>
<td>Work: 970-683-6372</td>
<td>Work: 970-350-2205</td>
</tr>
<tr>
<td>Email: <a href="mailto:david.mccullough@sate.co.us">david.mccullough@sate.co.us</a></td>
<td>Email: <a href="mailto:jake.schuch@state.co.us">jake.schuch@state.co.us</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CDOT Region 4 -- Manager</th>
<th>CDOT Region 4 --</th>
</tr>
</thead>
<tbody>
<tr>
<td>Katrina Kloberdanz -- Professional Engineer II</td>
<td>Michael (Jake) Schuch -- EIT II</td>
</tr>
<tr>
<td>10601 West 10th Street Greeley CO 80634</td>
<td>10601 West 10th Street Greeley CO 80634</td>
</tr>
<tr>
<td>Email: <a href="mailto:vikatrina.kloberdanz@state.co.us">vikatrina.kloberdanz@state.co.us</a></td>
<td>Email: <a href="mailto:jake.schuch@state.co.us">jake.schuch@state.co.us</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CDOT Region 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chareese Feuerstein -- Civil Engineer Project Manager I</td>
</tr>
<tr>
<td>10601 West 10th Street Greeley CO 80634</td>
</tr>
<tr>
<td>Work: 970-350-2160</td>
</tr>
<tr>
<td>Email: <a href="mailto:chareese.feuerstein@state.co.us">chareese.feuerstein@state.co.us</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CDOT Region 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert Shanks -- Professional Engineer I</td>
</tr>
<tr>
<td>3803 N. Main Ave Suite 100</td>
</tr>
<tr>
<td>Durango, CO 81301</td>
</tr>
<tr>
<td>Work: 970-385-1416</td>
</tr>
<tr>
<td>Email: <a href="mailto:Robert.shanks@state.co.us">Robert.shanks@state.co.us</a></td>
</tr>
</tbody>
</table>
Cody Walker

Conference Call Summary/April 12, 2017

Mayor Peterson, Town Manager, Jim White, Cody Walker

Cody recited some of the history of the Sombrero Stables in Grand Lake in his time involved. He recounted running the place from 1988-1998 and addressed issues with the Town over getting the crossing lines on the road.

He talked about difficulties traversing Woodpecker Hill. He noted the trail on the top of the road.

He said that a former Code Administrator seemed to have something in his craw over the Sombrero Stables. He said that person got the State of Colorado involved with the runoff issues.

He said he had fights over where to store the manure...found some solutions. Hoppe Southway and Brian Buchannan were mentioned.

Cody also stated that some of the neighbors along the path squirted riders with hoses as they passed by, which he felt was both egregious and dangerous.

When he planned to move up to Sloopy’s, he was informed it was not a use by right; ultimately serving as the reason he sold the property.

He said he even recently had an issue with code enforcement over an RV parked on the property.

He complained about not receiving responses from e-mails to the Town. However, it seemed like they were sent to the website rather than to any individual. His e-mail is codyrex@sombrero.com

He said he would need a defined trail and a manure repository, and help cleaning it up, to consider returning to Grand Lake.
AGREEMENT FOR LANDSCAPING
AND GARDENING SERVICES

THIS AGREEMENT, dated this 17th day of April, 2017, is by and between the Town of
Grand Lake (Town) and Carol Ann Thompson and Carla Lawn, d/b/a Hilly Lawn, 9921 Highway 54,
#31, Grand Lake, Colorado (Landscaper) for contract landscaping services:

WITNESSETH:

That in and for consideration of the services to be rendered and the compensation to be
received, the Town and Landscaper covenant and agree as follows:

1) Landscaper is hired by the Town for contract gardening and landscaping. Total
compensation for the period of this Contract shall be Thirty Four Thousand Seventy Eight Dollars
($34,078), which shall be prorated over six months in equal payments ($5,679.67), beginning in June
(for month of May) and ending in November (for month of October). It shall be the Landscaper’s
responsibility to bill the Town in accordance with the Town’s normal billing/accounts payable
cycles.

2) General supplies, including plants, fertilizer, plant food, etc., whether purchased by the
Landscaper and reimbursted by the Town or charged to a Town credit account, shall not exceed Five
Thousand Dollars ($5,000). Any compensation or expenditures in excess of these amounts must be
approved in advance, in writing, by the Town Manager.

3) During the active contract season, which traditionally encompasses the months of May
through October, the landscaper(s) will be allotted 300 gallons fuel for the season for the
landscapers’ personally owned vehicles. The Public Works Director shall provide the fuel from
Town reserves and shall keep a record of the fuel allotted to the landscapers’ vehicles.

4) Landscaper is classified as a contract laborer. As such, the Town shall not withhold taxes
nor contribute FICA or Workers’ Compensation insurance for, or on behalf of, Landscaper.
Landscaper shall not be entitled to vacation pay, sick leave, holiday pay, or other benefits accorded to
regular employees as the same are defined in the Town’s personnel policies. It is understood that
Landscaper will supply, if applicable, its own Workers’ Compensation coverage.

5) Landscaper shall be responsible for the acts, errors, or omissions of Landscaper and its
employees, consultants, agents and any other persons employed or retained on behalf of Landscaper
in connection with this Agreement. Landscaper agrees to indemnify, hold harmless and defend the
Town and its directors, officers, trustees, employees, agents, and attorneys for the actions, errors and
omissions of Landscaper and Landscaper’s employees, consultants, agents and any other persons
employed or retained on behalf of Landscaper in the performance of this Agreement. The parties
recognize that the Town is a governmental entity subject to the provisions of the Colorado
Governmental Immunity Act, Section 24-10-101. et seq., C.R.S., and the Town does not waive any
of its rights under the Act by entering into this Agreement.

6) At its sole cost, Landscaper agrees to purchase and maintain in effect through the terms of
this Agreement, insurance that will protect the Town and Landscaper from claims which may arise
out of, result from or be related to the Landscaper’s performance of the work outlined in this
Agreement, whether such performance be by the Landscaper or by someone directly or indirectly
retained or employed by Landscaper or by anyone for whose acts, errors, or omissions any of them
may be liable. A copy of all policies or signed certificates of insurance shall be on file with the Town at all times, shall be appropriately endorsed to give the Town a minimum of thirty (30) days notice of cancellation or intention of non-renewal or restriction of coverage, and shall be statutory in conformance with the laws of the State of Colorado. Such insurances required herein shall be written for limits as follows:

1. Commercial General Liability
   1. Bodily Injury and Property Damage
      $2,000,000 each occurrence
      $4,000,000 aggregate
   2. Personal Injury
      $2,000,000 each occurrence
      $4,000,000 aggregate

2. Commercial Automobile Liability
   1. Bodily Injury & Property Damage (Combined Single Limit)
      $1,000,000 any one accident or loss

7) It is specifically agreed that neither Landscaper nor any person working on its behalf on the project shall discriminate against any person because of age, race, sex, national origin, ancestry, disability or religion.

8) Landscaper’s work shall be coordinated with, and overseen by, the Town’s Public Works Director with policy guidance from the Town’s Greenways Committee.

9) Landscaper will comply with all local, State and Federal laws and regulations.

10) This Agreement may be terminated by either party upon ten (30) days written notice.

11) This Agreement shall be in force and effect beginning on the date stated above and shall terminate on or before December 31, 2017 with the understanding that there is a budget amount of $34,078 for landscaping services, plus $5,000 for supplies, which may not be exceeded in the fiscal year 2017, unless authorized in advance, in writing, by the Town Manager.

TOWN OF GRAND LAKE

By: [Signature] Jim White, Town Manager

By: [Signature] Carol Ann Thompson

By: [Signature] Carla Lawn
# Certificate of Liability Insurance

**Issuer:** Acuity

**Certificate Number:** X94856

**Revision Number:**

## Coverages

### Commercial General Liability
- **Type of Insurance:** COMMERCIAL GENERAL LIABILITY
- **Address Line 1:** Suite 275
- **Address Line 2:** Lakewood, CO 80228

#### Limits
- EACH OCCURRENCE: $2,000,000
- DAMAGE TO RENTED PREMISES (Excluded): $100,000
- MED EXP. (Per Occurrence): $5,000
- PERSONAL & ADV INJURY (Per Occurrence): $2,000,000
- GENERAL AGGREGATE: $4,000,000
- PRODUCTS - COMPOUND AGG: $4,000,000

### Automobile Liability
- **Type of Insurance:** AUTOMOBILE LIABILITY
- **Address Line 1:** 3921 Hwy 34 #3
- **Address Line 2:** Grand Lake, CO 80447

#### Limits
- EACH OCCURRENCE: $1,000,000
- BODILY INJURY (Per Person): $25,000
- PROPERTY DAMAGE (Per Accident): $100,000
- EACH OCCURRENCE: $1,000,000
- AGGREGATE: $2,000,000

### Workers Compensation and Employer’s Liability
- **Type of Insurance:** WORKERS COMPENSATION
- **Address Line 1:** N/A
- **Address Line 2:** N/A
- **Statutory:** $150,000

### Cancellation

**Town of Grand Lake**
- **Address Line 1:** PO Box 6
- **Address Line 2:** Grand Lake, CO 80447

**Authorized Representative**

**Notice:** Should any of the above described policies be canceled, notice will be delivered in accordance with the policy provisions.

---

The ACORD name and logo are registered marks of ACORD.
Date: April 24, 2017

To: Mayor Peterson and Town Trustees

From: Jim White, Town Manager

RE: Three Lakes Re-Assessment of Grand Lake Center

Attachments:
- April 10, 2017 Re-assessment e-mail (from Sally Blea, Three Lakes W&S, District Mgr.)
- Application for Sewer Tap Increase
- Grand Lake Center Room Description, Sq Footage and Assessment Type and Rating

PURPOSE

The Town purchased the Grand Lake Center from the East Grand School District in April 2015. For the first year, we concentrated on doing necessary repairs to the building, such as repairing the roof and checking the heating and plumbing which had been unused for approximately four years; liquidating furniture and school materials and supplies; determining uses the Town may consider for the facility, and gearing up for staffing and operations. In July 2016, we did open the building to the public.

In December 2016, we started communication with Three Lakes Water and San regarding a potential reassessment of the Grand Lake Center building from its previous use as a school. I met with Sally Blea, District Manager on December 21, 2016.

At the February 27, 2017 meeting the Town Board requested two members of our Board meet with two members of the W&S Board along with Sally and me. We met March 13, 2017. Mayor Pro Tem Lewis and Trustee Kudron represented the Town Board. Bill Heffron and Dan Knox represented Three Lakes.

On April 10, 2017, we received a re-assessment. We also received an application for an increase in taps of 1.46 and a bill of $13,724. In addition, we were billed retroactively at this rate to January 2017.

Consequently, I notified Sally that I would bring this back to the Town Board.

STAFF COMMENTS and RECOMMENDATION

For Town Trustee and staff discussion.

SUGGESTED MOTION
N/A
Hi Jim: here is the re-assessment of the Community Center. As you can see, the Town will be required to purchase 1.46 sfe taps to accommodate this assessment. Then, once each year in January, the District will perform an on-site to re-assess for any new changes that may have occurred. We will be sending out the user fee bill based on this assessment, commencing from January 1, 2017.

I have also attached the Tap Application Increase for your signature. Please return with a check to the District. We will then sign and send you back a completed copy for your records.

Thanks for your help to bring this matter to a conclusion, I just ask that you keep us in mind as future changes are being made.

Sally

Sally J. Blea, District Manager
Three Lakes Water & Sanitation District
PO Box 899
Grand Lake, CO 80447
970-627-3544
(F) 970-627-3448
sally@threelakesws.com
From: Sally Blea [sally@threefakenws.com]
Sent: Monday, April 10, 2017 11:48 AM
To: Jim White
Subject: Emailing: Community Center Re-Assessment 4-2017 #2
Attachments: Community Center Re-Assessment 4-2017 #2.xlsx

Actually Jim I sent you the wrong assessment sheet in my last email. Destroy it and use this one, it is more easy to understand.

Your message is ready to be sent with the following file or link attachments:

Community Center Re-Assessment 4-2017 #2

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.
THREE LAKES WATER AND SANITATION DISTRICT
P.O. BOX 899
1111 CR 48 (GOLF COURSE ROAD)
GRAND LAKE CO 80447

APPLICATION FOR SEWER TAP INCREASE

Name of Applicant: TOWN OF GRAND LAKE

Mailing Address: PO BOX 99, GRAND LAKE, CO 80447-0099

Telephone Number: 970-627-3435

Applicant(s) own(s) the following property within the boundaries of the Three Lakes Water and Sanitation District for which a sewer tap is hereby requested:

Lots: A  Block: 11  Subdivision: GRAND LAKE 2ND

Street Address: 301 MARINA DR., GRAND LAKE CO 80447

If property is not within a platted subdivision, provide legal description including approximate size:

Briefly describe the nature and use of existing and proposed improvements on the above described property for which a sewer tap is requested:

Number of Single Family Equivalents assessed:
At $9,400.00 per SFE: $ 13,724.00

Signed: ____________________________ Date: ____________________________

(FOR DISTRICT USE ONLY)

The foregoing Application is hereby approved and a sewer tap for 1.46 SFE(s) for the above-described property is hereby issued. Receipt of the Applicant’s payment in the amount of $ 13,724.00 is hereby acknowledged. CHECK #_________.

THREE LAKES WATER AND SANITATION DISTRICT

By: ____________________________ Date: ____________

SFE Equivalent to Date: ____________
CONDITIONS

1. Applicant agrees to comply with, and the sewer tap is subject to, all rules and regulations heretofore or hereafter adopted by the District from time to time, including amendments thereto. Said tap may be cancelled by the District, in its sole discretion, at any time prior to connection to the District's sewer system, in which event the tap paid by Applicant shall be refunded without interest.

2. The sewer tap issued to Applicant is for the privilege of being entitled to use the District's sewer system, and is NOT a permit for connection to the District's lines. Applicant shall complete the Connection and Inspection Permit form prior to connecting to the District's lines and shall at that time pay the Inspection fee charges by the District. Applicant shall be solely responsible for installation of sewer lines from the District's collection line to the improvement served, and for all costs incurred in such installation.

3. In order to be eligible for a sewer tap, Applicant's property must be located within the boundaries of the District, and must be in an area where service will be available from the District's system. If Applicant's property is improved, the tap will be limited to the number of SFE's assessed to serve the improvements existing on the property on the date of the application. If Applicant's property is unimproved, or additional improvements are proposed, Applicant must submit one set of building plans so that District personnel may determine the SFE's required to serve the new improvements. The tap purchase shall be limited to the new and/or improved assessment.

4. The sewer tap issued to Applicant is applicable only to the real property specified on the application, and all rights under the tap shall be deemed to be automatically conveyed with title to such property. The tap shall not be transferable for use on other property, except that transfer of the tap for use on other property may be approved upon proper application on a form provided by the District, if the District, in its sole discretion, determines that the denial of such requested transfer would result in undue hardship to Applicant.

5. The District shall charge a Capital Improvement Fee on each single family equivalent (SFE) on the District's records which has not been activated and used within two (2) years from its date of purchase. The Capital Improvement Fee shall be the difference between: 1) the SFE fee at the time that sewer service through the tap actually begins; and 2) the amount initially paid for the SFE as shown on the District's records. A Permit for Connection shall not be issued without payment of the Capital Improvement Fee. This Capital Improvement Fee shall be in addition to the tap fee paid for such SFE's.

The Capital Improvement Fee, as described above, will become effective and apply to each SFE purchased March 1, 1998, and thereafter.
<table>
<thead>
<tr>
<th>Description</th>
<th>Sq Footage</th>
<th>Assessment Type</th>
<th>Rating per R&amp;R</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class Rm #1/Art Room</td>
<td>675</td>
<td>Class Room - 10</td>
<td>0.50</td>
</tr>
<tr>
<td>Game Room</td>
<td>675</td>
<td>Conf/Mtng Room</td>
<td>0.33</td>
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<tr>
<td>Class Room #2</td>
<td>621</td>
<td>Class Room - 10</td>
<td>0.50</td>
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<tr>
<td>Class Room #3</td>
<td>720</td>
<td>Class Room - 10</td>
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<tr>
<td>Stage</td>
<td>1492</td>
<td></td>
<td></td>
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<tr>
<td>The Lounge</td>
<td>528</td>
<td>Conf/Mtng Room</td>
<td>0.26</td>
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<tr>
<td>Art Studio</td>
<td>200</td>
<td>Conf/Mtng Room</td>
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<tr>
<td>Group Fitness #2</td>
<td>950</td>
<td>Conf/Mtng Room</td>
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<td>Class Room #4</td>
<td>580</td>
<td>Class Room - 10</td>
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<td>Events Space/Gym</td>
<td>3357</td>
<td>Conf/Mtng Room</td>
<td>1.67</td>
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<td>Business Center Room</td>
<td>161</td>
<td>Conf/Mtng Room</td>
<td>0.25</td>
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<tr>
<td>Health Room</td>
<td>252</td>
<td>Conf/Mtng Room</td>
<td>0.25</td>
</tr>
<tr>
<td>Sheriff's Office</td>
<td>177</td>
<td>Office</td>
<td>0.50</td>
</tr>
<tr>
<td>Front Office/Reception</td>
<td>177</td>
<td>Office</td>
<td>0.50</td>
</tr>
<tr>
<td>Group Fitness Room #1</td>
<td>675</td>
<td>Conf/Mtng Room</td>
<td>0.33</td>
</tr>
<tr>
<td>Cardio Room</td>
<td>357</td>
<td>Conf/Mtng Room</td>
<td>0.25</td>
</tr>
<tr>
<td>Weight Room</td>
<td>675</td>
<td>Conf/Mtng Room</td>
<td>0.33</td>
</tr>
<tr>
<td>Class Room #5</td>
<td>675</td>
<td>Class Room - 10</td>
<td>0.50</td>
</tr>
<tr>
<td>Cooking Classroom</td>
<td>450</td>
<td>Class Room - 10</td>
<td>0.50</td>
</tr>
</tbody>
</table>

Total Class Rooms: 6 Class Rooms @ 10 students each = 60 students 
Total Conf Center/Mtng Rooms: 3.00
Total Offices: 3.91  
Taps required: 0.50 
Existing - of record: 7.41 
SFE to Purchase: 5.95 
($13,724.00) 

The Fitness Center consisting of 4 rooms is assessed under "conf center/meeting rooms" until such time that locker rooms and shower stalls are provided for use by the Fitness Center - at which time it shall be reassessed under Health Spas/Fitness Center and taps purchased as necessary.
Date: April 24, 2017

To: Mayor Peterson and Town Trustees

From: Jim White, Town Manager

RE: Off Highway Vehicles

Attachments: Town of Grand Lake/Ordinance 17-2016  
Correspondence from a Citizen  
Ordinance 2-2011/ Redacted  
Chapter 10/Use of ATV/OHVs  
Town of Georgetown Motorized Golf Carts  
Article from Meeker, CO  
(by Katelin Cook, Rio Blanco Co, economic development director)

PURPOSE

The Town of Grand Lake passed Ordinance #17-2016 regarding use of ATV/OHV usage in the Town of Grand Lake. Subsequently, we have had some public interest and commentary about the language in the Ordinance. The tenor of the commentary is predominantly that the Ordinance is not clear and may have omitted important aspects related to:

- REGULATORY REQUIREMENTS (Driver’s license, insurance, registration)
- PUBLIC SAFETY CONSIDERATIONS
- LIGHTS OR FLAGS
- PARKING
- AREAS OF USAGE (Which streets/designated routes?)
- TIME OF USAGE (Daylight hours only?)
- ANY ENFORCEMENT SPECIFICATIONS FOR VIOLATIONS.

STAFF COMMENTS and RECOMMENDATION

For Town Trustee discussion and consideration of any revisions needed.

SUGGESTED MOTION
N/A

P.O. BOX 99, GRAND LAKE, COLORADO 80447-0099
PH. 970/627-3435
FAX 970/627-9290
E-MAIL town@townofgrandlake.com
ORDINANCE NO. 17-2016

AN ORDINANCE AMENDING THE GRAND LAKE MODEL TRAFFIC CODE AS ENACTED BY ORDINANCE 1-2013 AND RELATING TO THE OPERATION OF OFF-HIGHWAY VEHICLES IN THE TOWN OF GRAND LAKE, COLORADO

WHEREAS, the Town Board of Trustees passed Ordinance 1-2013 on the 28th day of January, 2013, which ordinance amended the Town Code to reflect corrections to the Model Traffic Code (MTC) for the Town of Grand Lake; and

WHEREAS, said Model Traffic Code prohibited the operation of Off-Highway Vehicles (OHV) upon town streets and rights-of-way, except in limited circumstances; and

WHEREAS, the Town Board of Trustees had input from residents and OHV users and user groups that there is a desire for direct access to OHV trails on Public Lands from homes or other places of domicile; on town streets, and

WHEREAS, the Town Board recognizes the Town of Grand Lake’s operational budget is largely supported by sales tax revenues and such sales tax revenue is generated by tourism and such ordinance will support the tourism industry; and

WHEREAS, the Town has held public meetings in which there has been public sentiment to allow OHV operation upon town streets and right-of-way; and

WHEREAS, the Town is working with the U.S.F.S. to designate and sign OHV routes on certain county roads adjacent to the Town to allow OHV access from Grand Lake to OHV trails on public lands; and

WHEREAS, the underlying purpose of this ordinance is ONLY to allow individuals to use town streets and rights-of-ways to travel from a residence or other place of domicile limited only to town streets; and

WHEREAS, the Town Board of Trustees will evaluate the effectiveness of this ordinance after the 2017 tourist season and may thereafter amend it as deemed necessary; and

WHEREAS, the Town Board of Trustees desires to make this Ordinance consistent with Colorado State Statutes governing OHVs as they may be amended from time to time.

NOW THEREFORE, be it ordained by the Board of Trustees of the Town of Grand Lake that:

1. Ordinance 1-2013 is amended to allow OHV usage only on Town of Grand Lake streets and ROW.

2. Safety equipment.

Page 1 of 3
Every off-highway vehicle operated pursuant to this Chapter shall be equipped, as provided by Section 33-14.5-109(1)(a) and (b), C.R.S., and the Colorado Division of Parks and Outdoor Recreation, Chapter 5 – OHV Regulations (which are incorporated herein by reference), as follows:

i. At least one (1) headlamp;
ii. At least one (1) red tail lamp;
iii. Braking system;
iv. Spark arrester; and
v. Muffler.
vi. Every off-highway vehicle operated pursuant to this Chapter shall also be equipped with a safety flag. Such flags will be made available (along with the safety rules, a free sticker and trail maps) for sale at Town Hall, and at the Town Visitor Center.

(e) Notice of accident.
   i. The operator of an off-highway vehicle involved in an accident resulting in property damage, injuries or death, or some person acting for the operator, or the owner of the off-highway vehicle having knowledge of the accident, shall immediately, by the quickest available means of communication, notify the Grand County Sheriff, serving as the police department for the Town of Grand Lake.
   ii. The Sheriff's Department, upon receiving a report of an accident under this Section, shall forward a copy thereof to the Colorado Division of Parks and Outdoor Recreation.
   iii. Within forty-eight (48) hours after an accident involving an off-highway vehicle, the accident shall be reported to the Denver office of the Colorado Division of Parks and Outdoor Recreation. The report shall be made on forms furnished by such Division and shall be made by the owner or operator of the vehicle or someone acting for the owner or operator. (Ord. 7 §1, 2011)

(f) Enforcement, Violations and Fines.

   i. Every peace officer of the Sheriff's office is authorized to enforce the provisions of this ordinance as provided by the applicable provisions of the MTC for Colorado Municipalities as adopted and amended by the Town of Grand Lake. Notwithstanding the provisions of the MTC, as adopted by the Town of Grand Lake, any “off-highway” vehicle as defined herein shall be considered a “vehicle” for the purposes of the application or enforcement of the MTC, as adopted by the Town of Grand Lake.

   ii. Any person who violates the provisions of this ordinance shall be guilty of a municipal ordinance offense and, upon conviction thereof shall be punished by a minimum fine of fifty ($50.00) dollars, and a maximum fine of not more than three-hundred ($300.00) dollars. Pursuant to the Colorado Municipal Court Rules of...
Procedure 210(b)(4), the Municipal Court may, by order, which from time to time may be amended, supplemented or repealed, designate the ordinance offenses contained herein and the penalties for which may be paid at the office of the court clerk.

(g) Limitation of liability.
To the maximum extent permitted by law, nothing in this Chapter shall be construed as an assumption of any duty of care by the Town with respect to, or the assumption of any liability by the Town for, any injuries to persons or property which may result from the operation of an off-highway vehicle on the roads, roadways or alleys within the Town limits.

This Ordinance, as adopted by the Board, shall be numbered and recorded by the Town Clerk in the official records of the Town. The adoption and publication shall be authenticated by the signatures of the Mayor and Town Clerk, and by the certificate of publication.

INTRODUCED, READ IN FULL, SIGNED, and ORDERED PUBLISHED, this 24th day of October, 2016.

TOWN OF GRAND LAKE

[Signature]
James C. Peterson, Mayor

Votes Approving: 6
Votes Opposing: 0
Absent: 1
Abstained: 0

[Signature]
Katie Nicholls, Town Clerk
Hi Jim,

Thank you for letting us speak at the BoT Workshop. I really believe that there should be a community meeting held to discuss OHV use on town streets and right-of-ways. Some of the safety concerns that I have with the current Ordinance #17-2016 could be fixed by:

1. Adding a requirement for having a valid driver's license (Colorado or another state)
2. Adding a requirement for having liability insurance
3. Adding a requirement for having proof of OHV registration (in Colorado or another state)
4. Adding hours of operation, such as daylight hours only
5. Adding the identification and designation of OHV routes in town and out of town. There are clearly high traffic streets where OHV use should be prohibited, such as Grand Avenue. Can you imagine adding ATV's to Grand Avenue on the 4th of July weekend?
6. Checking with the Sheriff's Department, since they will be responsible for enforcing the ordinance. What concerns do they have?

It appeared that some of the Trustees thought these restrictions were already in the Ordinance that they approved. I strongly recommend tweaking this OHV ordinance before summer gets here.

Cindy Southway
Hi Jim,

Thank you. I am interested in knowing what the town board thought were the advantages to the town for allowing OHV use on town roads. Since there are virtually no sidewalks in town, there are already competing uses between walkers, joggers, bike riders, horseback riders, cars, trucks, rv's, and vehicles pulling boat trailers. How does it seem like a good idea to add OHV's to the mix?

I have a few other questions:
Will OHV drivers be required to have a valid driver's license?
Will kids under 16 be allowed to drive OHV's?
Will town businesses be allowed to rent OHV's?
Are there hours of OHV operation set and will they be enforced? (All town residents know that snowmobiles ride though town all night long, even though the ordinance only allows their use until 10 pm).

Also, do you have a copy of the ordinance that you could email me? Thank you, Cindy Southway

Jim White wrote:
> Cindy,
> 
> Thanks...it had been discussed intermittently over a long period of time in both 2015 and 2016. I would have to do some research to be more specific. I will put it on the February 13, 2017 Town Board meeting for discussion at the 5pm Work Session.
>
> Jim White
> Town Manager
> P.O. Box 99
> Grand Lake, Co 80447
> glm@townofgrandlake.com
> 970-627-3435 (w)
> 970-531-8900 (cell)
> 
> -----Original Message-----
> From: Cindy [mailto:ripple1100@gmail.com]
> Sent: Monday, January 23, 2017 10:15 AM
> To: Jim White
> Subject: ATV's in town?
> 
> Hi Jim,
> I heard that OHV's are now allowed to ride on our town streets. I don't remember ever seeing any public meetings or announcements soliciting input for this. Can you tell me when and how it happened?
> 
> I am extremely concerned with the traffic on our road (Shadow Mountain Drive) - we already have a huge problem with cars speeding down our road in the summer (we have had 3 cats and 2 dogs killed in the last 3 years) and am concerned that our speeding problem will get much worse with OHV's and cars on the same road, especially with the use of the community center increasing.
Can you please talk to Bernie about what can be done to slow cars, trucks, and now OHV's on Shadow Mountain Drive? I really don't want to see any more animals or people injured by vehicle accidents in front of my house. I believe this is a serious safety issue.

Cindy Southway
512 Shadow Mountain Drive
ORDINANCE NO. 2-2011
AN ORDINANCE FOR THE ADDITION OF A CHAPTER 3, TO TITLE 9
"MOTOR VEHICLES AND TRAFFIC" TO THE TOWN OF WOODLAWN
MUNICIPAL CODE OF ORDINANCES; FOR THE REGULATION OF THE USE
OF OFF HIGHWAY VEHICLES (OHVs), INCLUDING ALL-TERRAIN
VEHICLES (ATVs), AND GOLF CARS ON THE STREETS AND ROADWAYS
UNDER THE JURISDICTION OF THE TOWN OF WOODLAWN, COLORADO

WHEREAS, residents of the Town of Woodlawn wish to allow off highway vehicles [“OHVs”] and/or golf cars are desirous of using said vehicles on the streets and roadways of the Town; and,

WHEREAS, the Board of Trustees of the Town of Woodlawn finds and determines that the regulated allowance of the operation of off highway vehicles [“OHVs”] and golf cars on Town streets and roadways will promote the prosperity and improve the comfort and convenience of the Town and its inhabitants and is in the best interests of the citizens of the Town of Woodlawn; and,

WHEREAS, Ordinance #2-1996 adopted the 1995 edition of the “Model Traffic Code for Colorado” and said Code does not specifically address the operation of OHVs or golf cars on town streets and roadways; and,

WHEREAS, the provisions of C.R.S. 33-14.5-101 et seq. and 42-4-101 et seq. specifically address the operation of OHVs and golf cars; and, C.R.S. 33-14.5-108 and 42-4-111 permit municipalities to regulate the operation of such vehicles on streets and roadways under its jurisdiction;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF
THE TOWN OF WOODLAWN, COLORADO THAT THE OPERATION OF
OHVs AND GOLF CARS ON TOWN STREETS AND ROADWAYS SHALL BE
REGULATED AS FOLLOWS:

SECTION 1: DEFINITIONS
Off Highway Vehicle (OHV). Means any self-propelled vehicle that is designed to travel on wheels or tracks in contact with the ground, that is designed primarily for use off of the public highway, and that is generally and commonly used to transport persons for recreational purposes. Off Highway Vehicle includes ATVs [all terrain vehicles] but does not include the following:
1. Vehicles designed and used specifically to transport disabled persons.
2. Vehicles designed and used specifically for lawn care, agricultural, logging or mining purposes.
B. Golf Cars: Means a self-propelled vehicle not designed primarily for operation on roadways and that has (a) a design speed of less than twenty miles per hour; (b) at least three wheels in contact with the ground; (c) an empty weight of not more than one thousand three hundred pounds; and, (d) a carrying capacity of not more than four persons. C.R.S. 42-1-102 (39.5), as amended.

SECTION 2: REQUIRED EQUIPMENT AND CONDITIONS
A. A "slow moving vehicle" emblem displayed prominently on the rear of the vehicle or safety flag so mounted as to be between five (5) to seven (7) feet above the ground must be displayed at all times while operating the vehicle on the streets of Colorado. B. Headlights, tail lights and front and rear turn signal lights must be illuminated and in working condition if the vehicle is operated between one half hour after sunset and one half hour before sunrise. If the vehicle is not equipped with the above mentioned lights, then operation of the vehicle during the above mentioned time is strictly prohibited and the operator must use the appropriate hand signals for all traffic maneuvers at all times. However equipped, there shall be no operation of OHVs or golf cars between the hours of 10:00 p.m. and 5:00 a.m. C. Seat belts shall be worn if the vehicle has them as standard equipment. D. Every passenger must have a designated seat. No sitting on cargo racks or standing on running boards or foot pegs is permitted. E. All Colorado laws imposing minimum safety and equipment standards for operating an OHV or a golf car on a public street or roadway shall be complied with and it is the responsibility of the operator of such vehicle to ascertain and comply with said laws. SECTION 3: INSURANCE A. Before operating any of the aforementioned OHVs or golf cars on the public streets or roadways of Colorado the owner shall obtain and carry a liability insurance policy, issued by an insurance carrier authorized to do business in the State of Colorado, which covers the operation of said OHVs or golf cars on public streets. The minimum coverage shall be $100,000 for damages to the property of others; $100,000 for damages for or on account of bodily injury or death of one person as a result of any one accident; and, subject to such limit as to one person, a minimum sum of $300,000 for or on account of bodily injury to or death of all persons as a result of any one accident. SECTION 4: TRAFFIC REGULATION A. The operation of OHVs or golf cars on State Highway (North and South) is strictly prohibited; however, these vehicles are allowed to cross the highways at recognized intersections with local streets. B. Unlawful acts. It shall be unlawful for any person to operate an OHV or golf car on any street within the Town where: 1. The operator does not have in his possession a valid, current and un-revoked driver’s license; 2. The operator does not have current insurance coverage as provided in Section 3-A; 3. The vehicle is not equipped for use as described in Section 2 hereof. 4. The operation of the vehicle is prohibited during the time periods specified in Section 2-D; 5. The operator fails to observe all vehicle and traffic laws and regulations, except when those provisions cannot reasonably be applied to OHV and golf car operation; 6. All alcohol and drug related vehicle violations shall be enforced in accordance with the Colorado laws. 7. Registration, licensing and insurance requirements of OHVs operated on public streets and roadways imposed by Colorado law shall be complied with prior to operating said vehicles. It is the responsibility of the owner and/or operator of the vehicle to ascertain and comply with said laws. SECTION 5: ENFORCEMENT AND FINES
A. Any violation of this Ordinance or of the regulations of this Ordinance shall be a misdemeanor punishable as provided in the Town of __________ Municipal Code, except in the case of alcohol and drug violations which shall be enforced pursuant to Colorado laws.

SECTION 6: EFFECTIVE DATE
A. The Board of Trustees hereby determines and finds, pursuant to C.R.S. 31-16-105, that to promote the prosperity and improve the comfort and convenience of the Town and its inhabitants, and to best serve the immediate preservation of the public safety, welfare and interests of the Town and its inhabitants, this Ordinance shall become effective as a permanent ordinance following final passage.

SECTION 7: SEVERABILITY
A. If any portion of this ordinance is found to be unconstitutional, invalid, or void for any reason, it shall be deemed severed from this Ordinance. Such decision shall not affect the constitutionality or validity of the remaining portions of this Ordinance and the remaining portions shall remain valid and in full force and effect. The Board of Trustees for the Town of Westcliffe hereby declares that it would have passed this Ordinance and each part or parts thereof regardless of the fact that any one part or parts may be declared unconstitutional or invalid.

INTRODUCED, READ AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF __________, COLORADO, UPON A MOTION DULY MADE, SECONDED AND PASSED AT ITS REGULAR MEETING HELD AT THE TOWN OF __________, ON THE _ _ _ _ _ _ DAY OF __________, EFFECTIVE _ _ _ _ _ _.
Chapter 10.09
Use of ATV/OHVs

Sections:

10.09.010 Registration
10.09.020 Definitions
10.09.030 Terms and conditions; fees
10.09.040 Limitation of liability
10.09.050 Violations and fines

10.09.010 Registration.

A. It shall be legal for licensed drivers at least eighteen (18) years of age to operate an all-terrain vehicle, hereafter known as ATV (all-terrain vehicle) or OHV (off-highway vehicle) on the public streets within the city, providing that said vehicle is registered with the city and meets all requirements of this chapter. Owners wishing to register their vehicle with the city may do so at the police department.

B. Registration with the city will be completed only when the vehicle being registered meets the criteria set forth by the city in accordance with local traffic ordinances already in place.

C. Owners must provide the following:

1. Bill of sale, title of vehicle or proof of ownership;

2. Proof of current insurance (which must meet requirements of motorcycles licensed by the state of Colorado); and

3. Valid driver's license (a valid driver's license will be required to operate an ATV/OHV on the streets and alleys of the city.) (Ord. 1001 §1, 2009)

10.09.020 Definitions.

As used in this chapter:

All-terrain vehicle type I (ATV) means any motor vehicle fifty (50) inches or less in width, having an unladen dry weight of eight hundred (800) pounds or less, traveling on four (4) or more low pressure tires, having a seat designed to be straddled by the operator, having a seat height of a minimum of twenty-four (24) inches when measured at the forward edge of the seat bottom, with handlebars for control and designed for or capable of traveling over unimproved terrain.

Insured means the same insurance requirements needed to operate a street legal motorcycle in the state of Colorado.

Operator means the person who is in actual physical control of a vehicle.

State and city traffic laws means any traffic codes adopted by the city.
Utility type vehicle (UTV) means any recreational vehicle designed for and capable of traveling over unimproved terrain: traveling on four (4) or more low pressure tires, having a width of thirty (30) to seventy (70) inches, having an unladen dry weight of two thousand two hundred (2,200) pounds or less, having a seat height of twenty-five (25) to forty (40) inches when measured at the forward edge of the seat bottom, and having side by side seating with a steering wheel for control.

Valid driver's license means any current, legal license not subject to revocation or suspension. (Ord. 1001 §1, 2009)

10.09.030 Terms and conditions; fees

A. Terms and conditions of ATV/OHV use: city streets (hereinafter called "legal route"), except for any state highway, are open for ATV/OHV use under the following conditions and restrictions:

1. ATV/OHV vehicle must be brought to the police department for VIN inspection, issuance of a permit and payment of registration fees;

2. Stickers must be placed on both front fenders of the ATV/ OHV;

3. ATV/OHV is insured. Proof of insurance required with vehicle at all times. Must maintain liability insurance coverage. Minimum required by state law;

4. ATV/OHV operator is licensed driver eighteen (18) years of age or older;

5. Limited to one (1) person on OHV unless the OHV is designed for two (2) riders and there is foot rest and hand holds for each rider. Side-by-sides (UTVs) must have and wear seatbelts for each occupant. All safety equipment on the OHV must be used. If UTV has a windshield, it must have operational wipers;

6. ATV/OHV operator must obey all state and city traffic laws;

7. No three-wheel ATV/OHV type vehicles are allowed on city streets;

8. The operator of an ATV/OHV may not exceed the posted speed limit or a maximum speed of thirty-five (35) mph;

9. The operator of an ATV/OHV on legal routes shall have all the rights and duties applicable to the driver of any other vehicle under the provisions of Colorado statutes and laws, except when those provisions cannot be reasonably applied to ATV/OHVs and except as otherwise specifically provided for in Colorado statutes; and

10. Motor vehicles that have been modified to be used as ATV/OHVs are not permitted.

B. Must meet the following safety equipment requirements:

1. Headlamp;

2. Tail lamp and reflector;

10-8 10-9
3. Stop lamps on the rear;
4. A horn or other audible warning device;
5. A muffler and emissions system;
6. Rear view mirror;
7. A windshield or eye protection for the operator;
8. For side-by-side vehicles, a seat belt is required for each occupant;
9. Anyone under the age of sixteen (16) who is riding as a passenger on a UTV (side-by-side) or two-person ATV must wear a helmet; and
10. A footrest and hand hold for each passenger. (Ord. 1001 §1, 2009)

10.09.040 Limitation of liability.

Nothing in this chapter shall be construed as an assumption of any duty of care by the city with respect to, or the assumption of any liability by the city for any injuries to persons or property which may result from the operation of an ATV/OHV on the streets within the city limits. (Ord. 1001 §1, 2009)

10.09.050 Violations and fines.

A. Any persons in violation of any city or state traffic laws will be ticketed and assessed fines that are applicable to said violations. The police department or any other legal policing authority is given all rights to write citations to those individuals breaking laws as outlined in this chapter.

B. With respect to any violation of traffic laws contained in this code (and Model Traffic Code incorporated thereinto), the minimum fine shall be one hundred dollars ($100.00).

C. The city shall revoke the registration of any owner who is convicted of three (3) or more violations of any city or state traffic laws within one (1) year. (Ord. 1001 §1, 2009)
Georgetown Police Department
Motorized Golf Cart Registration Form

Vehicle Owner: ________________________________

Address: __________________________________

Telephone: (  ) -

Make: ____________ Year: ____________ Vin: __________________________

Inspection

Front and Rear Turn Signals____ Tail Lamps and Stop Lamps____

Rear View Mirror____ Front Windshield____ Slow Moving Vehicle Emblem____

Headlights____ Liability Insurance____

________________________________________   _______ / ______ / ______

Officer Signature                  Date

Sticker Number Issued______________
ORDINANCE NO. _____
(Series 2012)

AN ORDINANCE OF THE TOWN OF GEORGETOWN PROVIDING FOR THE USE OF
MOTORIZED GOLF CARTS ON TOWN STREETS.

WHEREAS, the Board of Selectmen believes that the use of golf carts is an efficient mode
of transportation on Town roadways where operated safely,

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF SELECTMEN OF
THE TOWN OF GEORGETOWN, COLORADO:

Section 1. Title ___, Chapter ___, Section _____ of the Georgetown Municipal Code
entitled "Operation of Neighborhood Electric Vehicles, Golf Carts" in accordance with Colorado
Revised Statutes, including Title 42 is hereby enacted to read as follows:

(A) Defined.
(1) "Neighborhood electric vehicle" ("NEV") means a self-propelled, electrically
powered motor vehicle that:
   (a) Meets the equipment standards set forth at C.R.S. Title 42, Article 4, Part
   2, as amended; and
   (b) Has a speed attainable in one mile that does not exceed twenty-five miles
   per hour.
(2) "Golf cart" includes any golf cart, whether electric or gas powered.

(B) Operation of Neighborhood Electric Vehicles, Golf Carts:
(1) No neighborhood electric vehicle ("NEV") or golf cart may be operated on any
state highway within the Town limits, except as provided below.
(2) NEV's/golf carts may cross a state highway at a designated street intersection.
(3) NEV and golf cart operator's must comply with all provisions of the Model
Traffic Code, the Town of Georgetown and C.R.S. Title 42 related to traffic rules and
regulations, except when those provisions cannot reasonably be applied to NEV/golf
carts. Nothing in this section shall relieve an owner or operator of an NEV or golf
cart of any obligation imposed by local and state law applicable to NEV's/golf carts,
including, but not limited to those relating to financial responsibility.
(4) All NEV's/golf carts shall be properly equipped with:
   a) Front and rear turn signal lamps
   b) Tail lamps and stop lamps
   c) A rear view mirror or mirrors
   d) A front windshield
   e) The slow moving vehicle emblem provided for by state statute,
      properly mounted on the rear of the golf cart pursuant to state
      regulations
   f) Headlights when operating in low light conditions
(5) The speed of any NEV or golf cart shall not exceed 25 mph.
(6) No owner or operator of an NEV or golf cart shall carry a greater number of
persons or a greater load than that specified by the manufacturer. The driver and all
passengers must be seated in the seat(s) designed and intended for such purpose.

(7) No person shall operate an NEV or golf cart on a Town owned or maintained trail, except as permitted and posted by the Town.

(8) The operator of an NEV or golf cart must hold a valid driver's license or minor's driver's/learner's permit license.

(9) Authorization to operate a NEV/Golf cart on town streets is by permit only. Permits shall be issued for each NEV/Golf cart by the Town Marshal or designee. Any person holding a valid, current driver's license may apply for a permit. All permits shall expire annually on ________, unless renewed. The fee for a permit may be amended by the Board of Selectmen from time to time by resolution or ordinance. Each application for a permit to operate a NEV/Golf Cart on the Town roadways or streets shall include:

   a) The name and address of applicant
   b) Such other information as the Town Marshal or Board of Selectmen may require from time to time
   c) The Georgetown Police Department shall conduct an inspection of the NEV/Golf Cart prior to issuance of the permit to assure that the NEV/Golf Cart has all the required equipment
   d) In addition, each permit application, whether for an initial permit or a renewal, shall be accompanied by evidence of a liability policy which covers golf carts and/or NEV operating on public streets.

(C) This section is designated as a non-criminal violation. Upon conviction, the penalties set forth at Georgetown Municipal Code Sec. ______ shall apply.

Section 2: Severability. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the ordinance. The Board of Selectmen hereby declares that it would have passed the ordinance including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases be declared invalid.

Section 3: Repealer. All ordinances or resolutions, or parts thereof, in conflict with this ordinance are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such ordinance nor revive any ordinance thereby.

INTRODUCED, READ, APPROVED AND ORDERED PUBLISHED AND POSTED IN FULL ON FIRST READING on the ______ day of ______, 2012.

INTRODUCED ON SECOND READING, FINALLY ADOPTED AND ORDERED PUBLISHED AND POSTED AFTER PUBLIC HEARING on the ___ day of ______, 2012.

TOWN OF GEORGETOWN

2
By: ____________________________
KerryAnn McHugh, Police Judge

ATTEST:

______________________________
Merinel Williams, Town Clerk

(SEAL)

Publication/Posting

☐ Published in full in a newspaper of general circulation within Georgetown and posted in full at Town Hall and other designated posting locations after approval on first reading;

and

☐ Published by title only, and/or in full with any amendments, in a newspaper of general circulation within Georgetown and posted in full at Town Hall and other designated posting locations after final adoption.

ATTEST:

By: ____________________________
Town Clerk
10.04.030 Application.

This Chapter shall apply to every street, alley, sidewalk area, driveway, park and every other public way, public place or public parking area, either within or outside the corporate limits of this municipality, the use of which this municipality has jurisdiction and authority to regulate. The provisions of Sections 1401, 1402 and 1413 of the adopted Model Traffic Code, respectively concerning reckless driving, careless driving and eluding a police officer, shall apply not only to public places and ways, but also throughout this municipality. (Ord. 284 §4, 1979; Ord. 470 §4, 1999)

10.04.040 Interpretation.

This Chapter shall be so interpreted and construed as to effectuate its general purpose to conform with the State's uniform system for the regulation of vehicles and traffic. Article and section headings of this Chapter and the adopted Model Traffic Code shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or extent of the provisions of any article or section thereof. (Ord. 284 §7, 1979; Ord. 470 §7, 1996)

10.04.050 No operation or parking of unregistered or unlicensed vehicle.

(a) No person who owns a vehicle which must be registered pursuant to Title 42, Article 3, C.R.S., and which either is not so registered or does not have attached thereto and displayed thereon the number plates assigned thereto by the Colorado Department of Revenue for current registration year, shall permit the vehicle to be operated or parked on any right-of-way in the Town.

(b) No person shall operate or park an unregistered or unlicensed vehicle as described in Subsection (a) above on any right-of-way in the Town. (Ord. 497 §4, 1999)

10.04.055 Neighborhood electric vehicles and golf cars.

(a) Definitions.

Neighborhood electric vehicle ("NEV") means a self-propelled, electrically powered motor vehicle that:

a. Meets the equipment standards set forth at Title 42, Article 4, Part 2, C.R.S.; and

b. Has a speed attainable in one (1) mile that does not exceed twenty-five (25) miles per hour.

Golf car includes any golf car, whether electric or gas powered.

(b) Operation of NEVs and golf cars.

(1) No NEV or golf car may be operated on any roadway within the Town limits, except as provided in this Section.

(2) NEVs and golf cars may be operated on or cross a state highway at a designated street intersection, subject to the requirements of Section 42-4-109.5(1)(b), C.R.S.

(3) NEV and golf car operators must comply with all applicable provisions of the Model Traffic Code as adopted by the Town, this Code, and Title 42, C.R.S., related to traffic rules and regulations, except when those provisions cannot reasonably be applied to NEVs or golf cars. Nothing in this Section shall relieve an owner or operator of an NEV or golf car of any obligation imposed by local and state law applicable to NEVs or golf cars, including but not limited to those relating to financial responsibility.
(4) All NEVs and golf cars operated on Town roadways shall be properly equipped with:
   a. Front and rear turn signal lamps;
   b. Tail lamps and stop lamps;
   c. A rear view mirror or mirrors;
   d. A front windshield;
   e. The slow moving vehicle emblem provided for by state statute, properly mounted on the rear of the golf car pursuant to state regulations;
   f. Headlights when operating in low light conditions; and
   g. Registration sticker in designated placement, as directed by the Town Marshal.

(5) The speed of any NEV or golf car shall not exceed twenty-five (25) mph.

(6) No owner or operator of an NEV or golf car shall carry a greater number of persons or a greater load than that specified by the manufacturer. The driver and all passengers must be seated in the seats designed and intended for such purpose.

(7) No person shall operate an NEV or golf car on a Town-owned or maintained trail except as permitted and posted by the Town.

(8) The operator of an NEV or golf car must hold a valid driver's license, minor's driver's license or learner's permit.

(c) Permits.

(1) Authorization to operate an NEV or golf car on Town streets is by permit only. Permits shall be issued for each NEV and golf car by the Town Marshal. Any person holding a valid, current driver's license may apply for a permit. All permits shall expire annually on June 1, unless renewed. The fee for a permit shall be established by the Board of Selectmen from time to time by resolution or ordinance.

(2) Each application for a permit to operate an NEV or golf car on the Town roadways shall include the name and address of the applicant and such additional information as the Town Marshal may reasonably require.

(3) The Police Department shall conduct an inspection of the NEV or golf car prior to issuance of the permit to assure that the NEV or golf car has all the required equipment and that such equipment is functioning properly.

(4) In addition, each permit application, whether for an initial permit or a renewal, shall be accompanied by evidence of a liability insurance policy that covers golf cars and/or NEVs operated on public roadways.

(d) Violation of this Section shall be deemed a traffic infraction, subject to the penalty assessment procedure set forth in Section 10.04.080 below. (Ord. 03 §1, 2012)

10.04.060 Prohibited vehicles designated.

Vehicles equipped with lugs, flanges or caterpillar treads are prohibited on the streets and alleys of the Town. (Ord. 497 §4, 1999)

10.04.065 Motor vehicle noise prohibited.

(a) Sound levels not to be exceeded. No person shall operate any motor vehicle, or combination of motor vehicles, at any time or place within the Town when such operation exceeds the noise sound pressure levels for the category of motor vehicle specified in the table set forth in this Section. The standards in the table shall apply to all noise emitted from a motor vehicle, including any and all equipment thereon, but excepting audible backup safety warning devices.
OPENING TRAVEL TO OFF-HIGHWAY VEHICLES

By Katelin Cook, Rio Blanco County economic development coordinator

IN 2011, THE COMMUNITY OF MEEKER KICKED OFF A NEW INITIATIVE TO EXPAND OFF-HIGHWAY VEHICLE (OHV) tourism options in northwestern Colorado. A true community effort has been made to work collaboratively with municipal, county, federal, and state agencies to further market the incredible trails found in the White River National Forest and the public lands administered by the Bureau of Land Management (BLM) White River Field Office. With grant assistance from the Colorado Parks & Wildlife State OHV Program and local contributions, more than 250 miles of trails in the Wagon Wheel OHV Trail System are mapped and visitor ready. A variety of trails are available, with varying levels of difficulty, and most are open to side-by-side OHVs.

Motorized recreation is a quickly growing sport in Colorado, and municipalities allowing OHV travel on their roadways are reaping positive economic impacts. The Town of Meeker Board of Trustees approved an ordinance in 2011 adopting and enacting the Meeker Off-Highway Vehicle Code. This ordinance designated all Town roadways and alleys, except Colorado State Highway 13, as OHV routes. The ordinance further explains that riders operating an OHV in the Town must have a valid driver’s license, and riders cannot operate an OHV while carrying any person or while riding in any position that may interfere with the operation or control of the OHV or the view of the operator.

Furthermore, every person operating an OHV shall do so in compliance with the applicable laws of the State of Colorado and the Model Traffic Code for Colorado Municipalities. Finally, the operator of an OHV in the Town shall not exceed a maximum speed of 25 miles per hour, and every OHV operated shall be equipped with at least one headlamp, at least one red tail lamp, braking system, spark arrester, and muffler. A full copy of the ordinance can be found online at www.townofmeeker.org.

To capture OHV tourism dollars, and further market the Wagon Wheel OHV Trail System, local coordinators host an annual OHV Rendezvous in July. This event offers premium riding opportunities, allows riders to experience new trails, and features a variety of exciting events. The 2016 Wagon Wheel OHV rendezvous in Meeker takes place July 14-16. Riders will not want to miss the jam-packed schedule of events, including a live concert, OHV rodeo, OHV Poker Run, ATV raffle, incredible trail riding, and true family-friendly summertime fun!

Meeker is proud to be OHV-friendly, so riders are encouraged to ride their OHVs around town. For more information and to register for the rendezvous, visit www.wagonwheeltrails.org or call 970-878-5510 to talk with representatives at the Meeker Chamber of Commerce.

Local riders greatly enjoy the trails, and you can see what all the “buzz” is about.
March 31, 2017

Town of Grand Lake
PO Box 99
Grand Lake, CO 80447

Dear Friends at the Town of Grand Lake

On behalf of Mountain Family Center (MFC), and those we serve, I would like to thank you for choosing to support our organization. Your donation of $2,500 made on 3/13/2017 directly translates into the greater well-being of Grand County residents in need, thereby building a stronger community as a whole.

Research and our own observations have shown that until a family has their basic needs met, they are not ready and sometimes not capable of thinking about the future or making any long-term plans. Your support helps provide the means for us to work with families and individuals, helping them move out of crisis mode and into a healthier, more sustainable environment.

In addition to those living in crisis, MFC also continues to serve the county’s “working poor”. These individuals could be our grocery clerks, the custodians at our children’s schools, our bus drivers, food and beverage servers, housekeeping staff, lift operators, and more; residents who love living and working in Grand County, and who are contributing members of our community. Due to seasonal shifts in work, low minimum wages, increasing housing costs and unexpected events such as illness or injury, these neighbors and friends sometimes have difficulty providing for their own basic needs. Without generous and thoughtful supporters such as you, it would not be possible for MFC to help them weather the tough times and continue to live and thrive in this beautiful place we all call home.

We hope you realize that you are truly making a difference in the lives of those in need. We appreciate you, and look forward to your continued support!

Sincerely,

Helen Sedlar
Executive Director

Note: No goods or services were provided in exchange for this donation. Mountain Family Center is an exempt organization as described in Section 501(c)(3) of the Internal Revenue Code; EIN 74-2446390.

P.O. Box 638, Granby CO 80446
work 970-557-3186 • fax 970-557-3124 • www.mountainfamilycenter.org
<table>
<thead>
<tr>
<th>Mountain Family Center Programs</th>
<th>2015</th>
<th>2016</th>
<th>2017 Thru February</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Housing Retention:</strong> Providing up to one month’s assistance with rent/mortgage</td>
<td>60 Households</td>
<td>89 Households</td>
<td>19 Households</td>
</tr>
<tr>
<td><strong>Utility Assistance:</strong> One-time assistance with main utility’s (heat and electric)</td>
<td>85 Households</td>
<td>60 Households</td>
<td>10 Households</td>
</tr>
<tr>
<td><strong>Hunger Relief:</strong> Providing three to five days’ worth of food to prepare nutritious meals and snacks. (Kremmling &amp; Granby numbers combined)</td>
<td>4,927 Visits</td>
<td>5,175 Visits</td>
<td>872 Visits</td>
</tr>
<tr>
<td><strong>Thanksgiving Project:</strong> Helping families continue holiday traditions with Turkey and all the trimmings.</td>
<td>269 Families</td>
<td>419 Families</td>
<td>Families</td>
</tr>
<tr>
<td><strong>Christmas Project:</strong> Matches families in need with people, organizations, and churches that can provide groceries and gifts for families.</td>
<td>113 families with 342 children</td>
<td>115 families with 314 children</td>
<td></td>
</tr>
<tr>
<td><strong>Health Advocacy:</strong> Helping families and individuals find financial assistance for medical, vision or dental expenses.</td>
<td>Dental: 15</td>
<td>Dental: 17</td>
<td>Dental: 3</td>
</tr>
<tr>
<td></td>
<td>Vision: 12</td>
<td>Vision: 29</td>
<td>Vision: 2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hearing: 7</td>
<td>Hearing:</td>
</tr>
<tr>
<td><strong>Nutrition Wellness:</strong> Educational classes or programs for children and/or adults. Including: Cooking Matters, Parent/Community Engagement, Exploring Foods Together</td>
<td>136</td>
<td>213</td>
<td>58</td>
</tr>
<tr>
<td><strong>School Supply Program:</strong> Backpacks, rulers, pencils, paper, notebooks, scissors, glue, etc. provided to children in grades K-8</td>
<td>350</td>
<td>325</td>
<td></td>
</tr>
<tr>
<td><strong>Community Gardens:</strong> Allowing gardeners a chance to grow and enjoy fresh produce.</td>
<td>24</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Cancer-Related Services:</strong> Providing financial assistance of up to $1,500 annually per person (travel expenses, prescriptions, hotel stays) to any Grand County resident undergoing diagnosis or treatment of any type of cancer.</td>
<td>20</td>
<td>23</td>
<td>14</td>
</tr>
<tr>
<td><strong>Totes Mountain Food Packs Program:</strong> Primarily serving grades K-8. Weekend food packs for children with food insecurities at home. Runs Sept–May.</td>
<td>Kremmling 75 Granby 125 Fraser Elem 55 Indian Peaks 17 WP Christian 32 Walden 60 Public Health/WIC 40</td>
<td>Kremmling 100 Granby 116 Fraser Elem 60 Indian Peaks 18 WP Christian 21 Walden 80 EGMS 61</td>
<td>Kremmling 102 Granby 138 Fraser Elem 65 Indian Peaks 18 WP Christian 21 Walden 80 EGMS 63</td>
</tr>
<tr>
<td><strong>Other Direct Client Services:</strong> Medical, Vehicle repairs or transportation (snow tires, windshield, bus tickets, shuttle for medical, etc.)</td>
<td>37</td>
<td>67</td>
<td>13</td>
</tr>
<tr>
<td><strong>Summer Totes Program:</strong> Weekly healthy snacks provided county–wide over the summer break, June-Aug</td>
<td>150</td>
<td>150</td>
<td></td>
</tr>
<tr>
<td><strong>CATCH:</strong> Coordinated Approach to Child Health. After school program in Kremmling, focused on exercise and provides a healthy snack.</td>
<td>108</td>
<td>137</td>
<td>40</td>
</tr>
<tr>
<td><strong>Eat Play Grow:</strong> 11 weekly sessions for children ages 6 and younger. Teaches the importance of making healthy choices at an early age. Artistic approach to better health.</td>
<td>50</td>
<td>94</td>
<td>25</td>
</tr>
</tbody>
</table>
FYI for Town Board next week...look at our numbers!!!

Jim White
Town Manager
P.O. Box 99
Grand Lake, CO 80447
glmanager@townofgrandlake.com
970-627-3435 (w)
970-531-8900 (cell)

From: Sykes, Katy [mailto:katy_sykes@nps.gov]
Sent: Monday, April 17, 2017 12:51 PM
Subject: RMNP March Visitor Use Report

Rocky Mountain NP
Report Date: March 2017

<table>
<thead>
<tr>
<th>Entrance</th>
<th>This Month</th>
<th>Same Month Last Year</th>
<th>% Change</th>
<th>This Year YTD</th>
<th>Last Year YTD</th>
<th>% Change YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beaver Meadows Entrance</td>
<td>68,951</td>
<td>65,829</td>
<td>4.7</td>
<td>151,707</td>
<td>172,446</td>
<td>-12.0</td>
</tr>
<tr>
<td>Fall River Entrance</td>
<td>34,171</td>
<td>30,275</td>
<td>12.9</td>
<td>74,900</td>
<td>75,744</td>
<td>-1.1</td>
</tr>
<tr>
<td>Grand Lake Entrance</td>
<td>8,970</td>
<td>5,711</td>
<td>57.1</td>
<td>16,480</td>
<td>14,897</td>
<td>10.6</td>
</tr>
<tr>
<td>Total Recreation Visitors</td>
<td>145,110</td>
<td>135,053</td>
<td>7.4</td>
<td>339,544</td>
<td>355,385</td>
<td>-4.5</td>
</tr>
</tbody>
</table>

Lots of people chose to come to Rocky for their spring breaks. In general, March weather was warm and dry. US 34 between Loveland and Estes Park remained closed in March; it is closed from mid-October 2016 through May 2017 for construction/repairs related to the 2013 Flood.

Recreational Visitation compared to the same month in previous years

March
+7.4% from 2016
+8% from 2015
+46.5% from 2014
+61.8% from 2013
+39% from 2012

Happy springtime in the Rockies!

Katy

Katy Sykes
Manager, Information Office
Rocky Mountain National Park
Phone 970/586-1368  Fax 970/586-1256
1000 US Hwy. 36
Estes Park, CO 80517-8397

NPS.gov/ROMO
Twitter: RockyNPS
Like us on Facebook at RockyNPS

The National Park Service cares for special places saved by the American people so that all may experience our heritage.
EXPERIENCE YOUR AMERICA
Date: April 10, 2017

To: Senator Randy Baumgardner, Chair
    Senator John Cooke
    Senator Ray Scott
    Senator Nancy Todd
    Senator Rachel Zenzinger

From: Jim White, Town Manager

RE: The Town of Grand Lake/ HB17-1242

Senators,

I am writing on behalf of the Mayor and the Town Board of Trustees to express its collective support for HB 17-1242 as you consider this issue tomorrow, April 11, 2017. This issue was discussed this evening at our Town Board meeting and following debate and lively conversation, our Town Board voted unanimously to urge the Senate Transportation Committee to vote in support of HB 17-1242.

Respectfully submitted on this date.
Water: Whose is it?

Join the community discussion about the complicated issues facing our lakes and rivers here, at the Headwaters of the Colorado River. Listen and learn about various approaches currently underway to address some of these water issues from speakers:

- Gary Wockner – *Save the Colorado River*
- Kirk Klanke – *President, Colorado River Headwaters*
- Lurine Underbrook – *Former Grand County Manager (33 years)*

Presentations will be followed by an open-forum Q&A session. Snacks and refreshments will be served.

*How do we best steward our water here at home, with consideration of impact downriver? Is it possible?*

**LET'S TALK ABOUT IT!**

Green Connections Lecture Series is proudly presented by Infinite West

[Website Link] | 970-531-6054
SECTION 00510

NOTICE OF AWARD

00510 Notice of Award
SECTION 00510

NOTICE OF AWARD

TO: Big Valley Construction, LLC
PO Box 1879
Granby, CO 80446

DATE: April 24, 2017

PROJECT: GRAND LAKE STREETSCAPE
PHASE I
Town of Grand Lake, CO

You are hereby notified that your Bid for the above referenced Project has been considered. Big Valley Construction, LLC has been awarded the contract for the Grand Lake Streetscape Project to the Town of Grand Lake, CO.

The total price of your contract is Two Million Two Hundred Forty Thousand Eight Hundred Sixty-Three dollars ($2,240,863.00). This award is for a Unit Price Bid as shown on the completed Bid Form. The Town has selected to accept your bid for the Grand Lake Streetscape. All materials and installation shall be in accordance with the Bidding Documents.

The Project shall be completed within 220 days after the Notice to Proceed, subject to any extensions to be granted by the OWNER.

Acknowledge acceptance of this Award by signing below and returning three copies of this Notice of Award and four signed copies of the Agreement, Bonds, and Certificates of Insurance to Diamondback Engineering and Surveying, 12640 West Cedar Drive, Suite C, Lakewood, Colorado 80228-2030. Please retain an executed copy of this Notice of Award for your records. Failure to comply with the conditions within the time specified will entitle the City to consider your bid in default and to annul this Notice of Award.

DIAMONDBACK ENGINEERING AND SURVEYING

[Signature]
John Enochs, P.E.
Project Manager

Town of Grand Lake, Colorado
April 2017

2017 Streetscape Project
00530-1
Phase 1
April 24, 2017

Mr. Jim White  
Town Manager  
PO BOX 6  
Town of Grand Lake, CO  
80447  
Email Original

Re: Bid Recommendation for the Grand Lake Streetscape Project

Dear Jim,

The bid opening for the Streetscape Project was at 1:00 on April 20, 2017.

There were eight plan holders on the project and one bidder. Four contractors attended the prebid meeting.

Big Valley Construction was the low bidder with a bid of $2,240,863. The engineer’s estimate was $2,000,000.

We discussed the bid with Big Valley Construction. They are confident that they can complete the project for the amount bid.

We find the Big Valley bid to be fair and reasonable and recommend that the project be awarded to Big Valley Construction.

Please feel free to contact me with any questions you may have.

Sincerely,

John Enochs
# BID SCHEDULE

The undersigned (in compliance with the Invitation to Bid) hereby proposes to do all work called for in said Project Manual and as shown on said drawings and detail drawings, and to furnish all labor, materials, tools, construction equipment, operation equipment, and all appurtenances necessary for completion of said work at the unit prices shown on the following Bid Schedule. It is understood that the description of work and the quantities of work and materials, as included herein, is general in nature and intended only to indicate the general nature of the work which is more particularly described in Section 001150, Measurement and Payment. The actual final will be based on purchase and agreed upon final payment. The Town of Grand Lake Maintenance Yard.

## Grand Lake Streetscape Project

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Estimated Quantity</th>
<th>Unit Price</th>
<th>Total Amount</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Manhole</td>
<td>LE</td>
<td>2</td>
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<tr>
<td>2</td>
<td>Storm Sewer Piping</td>
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<tr>
<td>A 12&quot; Corrugated HDPE Culvert</td>
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<td>106</td>
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<td>7</td>
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<td>8</td>
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<td>TON</td>
<td>1,432</td>
<td>$203,527</td>
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<td>9</td>
<td>Asphalt Mill and Overlay</td>
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<td>10</td>
<td>Road Base 6&quot;</td>
<td>TON</td>
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<td>$22,916</td>
<td>$26,524</td>
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<td>11</td>
<td>Asphalt Full Depth 4.5&quot;</td>
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<td>12</td>
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<td>13</td>
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<td>Triangle Park French Drain</td>
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<td>15</td>
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<th>Unit Price</th>
<th>Total Amount</th>
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</thead>
<tbody>
<tr>
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<td>5 Concrete Pans</td>
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<td>23</td>
<td>Installation of Handrails</td>
<td>LE</td>
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<td>$15,000</td>
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<td>24</td>
<td>2 Elephant Cage Supports</td>
<td>EA</td>
<td>3</td>
<td>$3,970</td>
<td>$7,940</td>
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</tbody>
</table>

Total: $32,942.85

Total Price Written: Two Million Two Hundred Forty Thousand Eight Hundred Sixty-Three Dollars

In submitting this bid, it is understood that the right to reject any and all bids has been reserved by the Owner.

Dated this 20th Day of April 2017.

Name of Bidder: Big Valley Construction

Address: P.O. Box 1879, Granby, CO 80446

Telephone: (970) 887-1933

Authorized Agent: Troy Hillebrand

Town of Grand Lake, Colorado
April 2017

END OF SECTION
DOCUMENT 00550
NOTICE TO PROCEED

TO: Big Valley Construction, LLC
PO Box 1879
Granby, CO 80446

DATE:

PROJECT: Town of Grand Lake Streetscape Project
Phase 1

You are hereby notified to commence WORK on the above referenced Project in accordance with the
bid submitted by your firm on April 20, 2017. This Notice to Proceed is effective as of _______. The
WORK associated with the Streetscape Project shall be substantially complete by ___________. Final
payment for this Work shall be prior to ___________

Prepared for the Town of Grand Lake, CO

DIAMONDBACK ENGINEERING AND SURVEYING

______________________________
John Enochs, P.E.
Project Manager

RECEIPT OF NOTICE TO PROCEED

By: ________________________________

Title: ________________________________

On this the ______ day of _____________, 2016
Copyright © 2013:

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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NOTE: EJCDC publications may be purchased at www.ejcdc.org, or from any of the sponsoring organizations above.
AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Town of Grand Lake, CO ("Owner") and Big Valley Construction, LLC ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:
   A. Construct Streetscape Project including drainage infrastructure, boardwalks, electrical conduit and wiring, asphalt patching, paving and striping, including all site work, piping, and appurtenances.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:
   A. Construct Streetscape Project including drainage infrastructure, boardwalks, electrical conduit and wiring, asphalt patching, paving and striping, including all site work, piping, and appurtenances.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by:
   Diamondback Engineering and Surveying
   12640 West Cedar Drive, Suite C
   Lakewood, CO 80228
   Phone: 303-985-4204

3.02 The Owner has retained Diamondback Engineering and Surveying ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence
   A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Dates
   A. The Work will be substantially completed within 220 days of issuance of the Notice to Proceed, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 45 days of substantial completion.
4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $\_200.00\_ \text{for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.}

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $\_200.00\_ \text{for each day that expires after such time until the Work is completed and ready for final payment.}

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment on or about the second Wednesday of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments
previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. (95) percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to (95) percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less such amounts as Engineer shall determine or Owner may withhold, in accordance with paragraph 14.07 of the General Conditions.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the maximum rate allowed by law at the place of the project.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 9, inclusive).
3. Payment bond (pages 00615-1 to 00615-3, inclusive).
4. General Conditions (pages 1 to 65, inclusive).
5. Supplementary Conditions (pages 00800-1 to 00800-10, inclusive).
7. Drawings (not attached but incorporated by reference) consisting of 36 sheets with each sheet bearing the following general title: Town of Grand Lake Streetscape Project.
8. Addenda (numbers _ to _, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
   a. Contractor's Bid (pages 00300-1 to 00300-4, inclusive).
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.
D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms
   A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract
   A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns
   A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability
   A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor’s Certifications
   A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.
IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on ___________ (which is the Effective Date of the Contract).

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<thead>
<tr>
<th>OWNER:</th>
<th>CONTRACTOR:</th>
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<tbody>
<tr>
<td></td>
<td>Big Valley Construction, LLC</td>
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<tr>
<th>By:</th>
<th>By:</th>
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<th>Title:</th>
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(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

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(where applicable)