

TOWN OF  
GRAND LAKE

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April 9, 2018

To: Mayor Peterson and Town Trustees  
From: Alayna Carrell, Town Clerk AC  
RE: Special Events Liquor Permit Approval

An application for a Special Events Liquor Permit was received with the appropriate local fee, proof of possession, certificate of good corporate standing, and floor diagram, from Friends of Grand County Library Inc. The request is to sell malt, vinous and spirituous liquor by the drink for consumption on the premises only for the "Tops of the Rockies" event to be held Saturday, July 7, 2018 from 8:00 a.m. to 10:00 p.m.

Friends of Grand County Library Inc qualifies for a Special Events Permit in that it is incorporated with the State of Colorado as a non-profit philanthropic institution, and has not received more than 15 Special Events Liquor License Permits for 2018 (this is their first request). The proposed location is the Grand Lake Yacht Club at 1128 Lake Avenue. The Grand Lake Yacht Club is more than 500 feet from any educational institution; therefore, State Statute does not prohibit liquor from being sold from this location.

RITA  
SNOLK

Public notice was posted on the premises and attested to by Grand Lake's ~~Code Administrator, Erin ORourke~~ on March 30, 2018. The Grand County Sheriff's Department reviewed the application and found no adverse information which would affect this permit.

The Board must investigate the application and must deny the permit if its issuance would injure the public welfare by reason of the nature or location of the special event, or failure of the applicant to conduct past special events in compliance with applicable laws and regulations.

**Suggested Motion:**

**I move to approve the Special Events Liquor Permit Application from the Friends of Grand County Library Inc. for the "Tops of the Rockies" event to be held Saturday, July 7, 2018 from 8:00 a.m. to 10:00 p.m.**

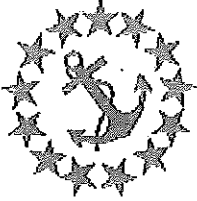
P.O. BOX 99, GRAND LAKE, COLORADO 80447-0099

PH. 970/627-3435

FAX 970/627-9290

E-MAIL: town@townofgrandlake.com

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EMOR



## Procedure and Policy

### GLYC Clubhouse Rental for Private Events

- 1. Background and Introduction:** Clubhouse use is governed by Article III, section 10 of the Grand Lake Yacht Club Bylaws which reads "At the discretion of the Commodore, the clubhouse may be rented, for a fee established by the Board of Directors, to members for functions in which the member or his immediate family are principal participants. A member may, at the discretion of the Commodore, sponsor an event at the Clubhouse in which he or his immediate family are not principal participants if the member takes full responsibility for the damages to and cleaning of the Clubhouse, payment of fees set by the Board of Directors, and signing a contract provided by the Club."
- 2. Any party interested in Clubhouse rental must recognize that the facility design does not approximate professional event space. Event setup may require cleaning operations to meet renter's expectations. No maintenance or service employees are available to event organizers. As a private Club federal disability access standards of a public accommodation are not met. The scope of any event must fit a structure that is designed for running sailboat races, operating a sailing school, holding meetings, and housing other Club functions. The grounds cannot accommodate installation of tents without suffering unacceptable damage. Kitchen facilities are very limited, and thus any catering operation must expect to be entirely self sufficient. This is over a 100 year old clubhouse that requires respectful and gentle use by people who either know, or have been made to understand that no abuse of the property can be tolerated. Those allowed to use the facilities must be aware of dangers associated with the adjacent lake and docks, and exercise substantial caution including restricting or monitoring access to these areas.**
- 3. Extent of Club Availability:** Event rental shall not interfere with regular Club activities. With the exception of local organization events that include adequate sponsor support, this limits proposed event rental to weekends when the Club is open, but not conducting regular activities.

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EMO

Typically this would begin after the Club cleanup weekend and extend to the beginning of racing. Availability would then be restricted until after Regatta. Post-Regatta accessibility on non-racing weekends would resume until Labor Day weekend. Boat and equipment storage as well as imminent winter preparations do not allow rental after the holiday.

**1. Event Scheduling Requirements:** A) Upon request, the Commodore shall make a determination as to whether or not the proposed activity appears consistent with, or furthers the interests of the Club. If so: B) the proposed date must be within the ranges of availability. C) No conflicting event can have been arranged. An interval of at least one day before and one day after any scheduled event must be allowed for setup and cleanup. D) The sponsoring member and/or his/her immediate family must be principal participants in the event. E) Any event is provisional until the written agreement has been executed. F) Sponsored events should not be contracted until after the first of the year in order to allow members access to scheduling. G) Proposed events are limited to 200 people. H) The facility cannot be modified to accommodate larger groups, particularly in the form of tent installation. I) Security will be provided through arrangement by the Rear Commodore. J) Outside of local organization events (procedure described in 6.), when these criteria have been satisfied the Rear Commodore will reserve the proposed date for the event on a first request basis, and update the calendar of all events that is maintained by interested and appropriate parties.

**4. Fees and Deposits:** The rental fee is \$2,500 for members and \$5,000 for sponsored events. There is a \$1,000 refundable damage deposit for routine rentals. The Commodore may elect to waive all fees for selected purposes, as specified below.

**5. Local Organization Events:** The Grand Lake Yacht Club affects a desire to contribute to the community of Grand Lake. The historic Clubhouse and lakefront property in close proximity to the village have proven to be attractive to local organizations for their meetings and fundraising activities. Given the limits of the length of season for such events, and the need to have the facility available for important member affairs; a more structured approach has been adopted. The Club intends to select two events per season on the basis of an application that will be used

to assess the group's contribution to the community as well as the suitability of the proposed event. The application form will be utilized in an attempt to maximize community benefit and fairly allocate Clubhouse use to appropriate groups. Applications will be reviewed by the Club officers who will recommend the year's selections to the Board at the Winter Meeting for approval. Notice to all applying groups will follow.

6. **Local Organization Application** – Any local organization that desires to use the Clubhouse for a proposed Event must submit responses to the following questions on its letterhead by Jan. 31 of the calendar year in which the proposed Event is to take place. Answers should be submitted to the Grand Lake Yacht Club Rear Commodore

A) If the Grand Lake Yacht Club offers use of the Clubhouse for the proposed event without fee to the organization, what benefit will accrue to the Grand Lake Community?

B) What is the requested date and time range of the proposed event?

C) Please describe the nature of the event and how many people will participate.

D) Does the organization specify any accommodation required for disabled participants? The event must be limited to appropriate portions of the facility to comply with such requests.

E) What member of the Yacht Club has agreed to sponsor the event?

F) Please provide the name and contact information of a person who will represent the organization on the required contract as well as for communication purposes.

G) Will the organization provide people to help with cleanup, and if so; how many and at what date and time?

H) Can the organization provide the usual refundable damage deposit of \$1,000?

I) If there is a fundraising component to the event, please describe how this will proceed and the anticipated amount or goal for those activities.

J) Event insurance is a contractual requirement. Is the organization able to purchase the general and liquor liability insurance required for the event (see Rental Agreement)?

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- 7. The Agreement will be sent to the Renter within sixty days of acceptance of the reservation of the date, and includes a time limit for response. Failure to return all required elements within the allotted time voids the reservation and opens the date. An executed Agreement will be accepted along with applicable fees, Certificate of Insurance, and an initialed copy of these policies to finalize events. These policies and all provisions of the contract must be abided as the responsibility of the member hosting or sponsoring the event as well as the named Renter. The Grand Lake Yacht Club accepts no liability for any event. The hosting and/or sponsoring club member and any organization must assure that event participants act in a legal and safe manner. Insurance against damage and liability associated with the event must be demonstrated by the hosting member or any associated organization per the Rental Agreement.
- 8. The Friends of the Library rental date for the Grand Lake Yacht Club house will be Saturday, July 7th, 2018.

Reviewed and Accepted: *Wendy Wright* (Renter), Bill Meyer (Sponsor)  
Date: 3/15/18 Date: 03/14/18

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~~121~~

Amie, Blair  
2-20/98

LAKE

YACHT CLUB

FENCE

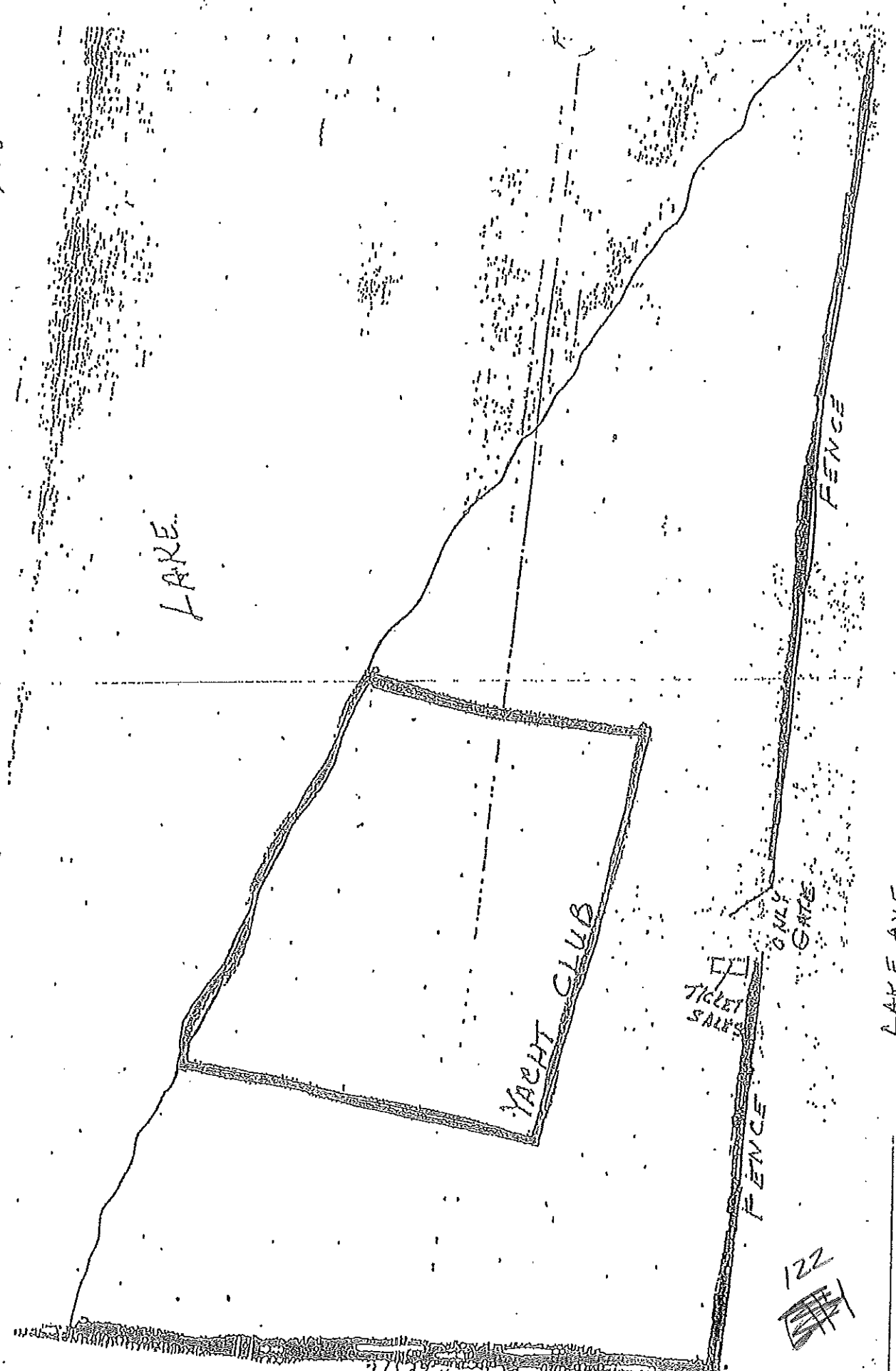
TICKET SALES

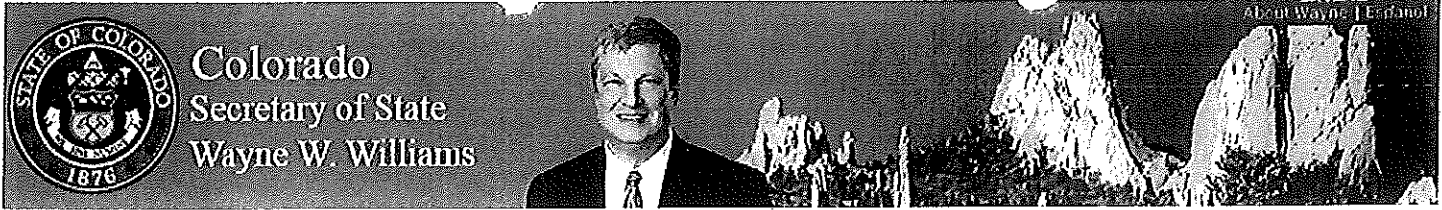
ONLY GATE

FENCE

LAK F AVE

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For this Record...  
 Filing history and documents  
 Get a certificate of good standing  
 File a form  
 Subscribe to email notification  
 Unsubscribe from email notification

## Summary

Business Home  
 Business Information  
 Business Search

FAQs, Glossary and Information

Details			
Name	THE FRIENDS OF GRAND COUNTY LIBRARY, INC.		
Status	Good Standing	Formation date	09/18/1984
ID number	19871587499	Form	Nonprofit Corporation
Periodic report month	September	Jurisdiction	Colorado
Principal office street address	225 E JASPER AVE, GRANBY, CO 80446 , United States		
Principal office mailing address	P.O. Box 1050, Granby, CO 80446, United States		

Registered Agent	
Name	Marla J Gall
Street address	225 E JASPER AVE, GRANBY, CO 80446, United States
Mailing address	P.O. Box 1050, GRANBY, CO 80446, United States

- [Filing history and documents](#)
- [Get a certificate of good standing](#)
- [Get certified copies of documents](#)
- [File a form](#)
- [Set up secure business filing](#)
- [Subscribe to email notification](#)
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# GRAND COUNTY SHERIFF'S OFFICE

**BRETT D. SCHROETLIN**  
SHERIFF

**WAYNE SCHAFER**  
UNDERSHERIFF

DATE: March 26<sup>th</sup>, 2018  
TO: Town of Grand Lake  
RE: Special Events Permit Application  
The Friends of Grand County Library Inc.  
Kelly Shockey, Event Manager  
EVENT DATE: July 7<sup>th</sup>, 2018 from 8:00am to 10:00pm  
LOCATION: 1128 Grand Avenue, Grand Lake Yacht Club, Grand Lake  
EVENT TYPE: Tops of the Rockies

We received the Special Events Permit Application for the above referenced establishment.

Upon Review of our records within the Grand County Sheriff's Office we have no adverse information that would affect this request.

If you have any questions please call me at (970) 725-3343

Thank you,

A handwritten signature in black ink, appearing to read "W. Schafer", written over a horizontal line.

Wayne Schafer

Grand County Undersheriff

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EHO

GRAND COUNTY SHERIFF'S OFFICE

670 SPRING STREET \* P.O. BOX 48 \* HOT SULPHUR SPRINGS, CO 80451

PHONE: (970) 725-3343 \* FAX: (970) 725-3227



# APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

**IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NONPROFIT AND ONE OF THE FOLLOWING (See back for details.)**

- |                                    |  |   |
|------------------------------------|--|---|
| <input type="checkbox"/> SOCIAL    | <input type="checkbox"/> ATHLETIC                              | <input checked="" type="checkbox"/> PHILANTHROPIC INSTITUTION |
| <input type="checkbox"/> FRATERNAL | <input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER    | <input type="checkbox"/> POLITICAL CANDIDATE                  |
| <input type="checkbox"/> PATRIOTIC | <input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY OWNING ARTS FACILITIES  |
| <input type="checkbox"/> POLITICAL | <input type="checkbox"/> RELIGIOUS INSTITUTION                 |   |

Tops of the Rockies

<b>LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:</b>	<b>DO NOT WRITE IN THIS SPACE</b>
2110 <input checked="" type="checkbox"/> MALT, VINOUS AND SPIRITUOUS LIQUOR \$75.00 Paid to:	LIQUOR PERMIT NUMBER
2170 <input type="checkbox"/> FERMENTED MALT BEVERAGE (3.2 Beer) Town of Grand Lake	

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE <i>The Friends of Grand County Library Inc</i>	State Sales Tax Number (Required) <i>98-11553-0000</i>
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2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP) <i>P.O. Box 1050 Granby CO. 80446</i>	3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP) <i>Grand Lake Yacht Club 1128 Lake Ave Grand Lake, CO 80447</i>
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NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SECY OF ORG. or POLITICAL CANDIDATE <i>MARLA J. GALL</i>	<i>8/22/45</i>	<i>217 GRAND AVE PO Box 190 HOT SULPHUR SPRINGS 80451</i>	<i>970 725 3920</i>
5. EVENT MANAGER <i>Kelly Shockey</i>	<i>11/2/78</i>	<i>PO Box 744 Grand Lake CO. 80447</i>	<i>970-509-0051</i>
6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS? _____		7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____	

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED?  Yes  No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	Date	Date	Date	Date
Hours From To	Hours From To	Hours From To	Hours From To	Hours From To
<i>7/7/18</i>				
<i>8:00am To 10:00pm</i>				

**OATH OF APPLICANT**

*I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.*

SIGNATURE <i>Marla J. Gall</i>	TITLE <i>President</i>	DATE <i>3-8-18</i>
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**REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)**

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

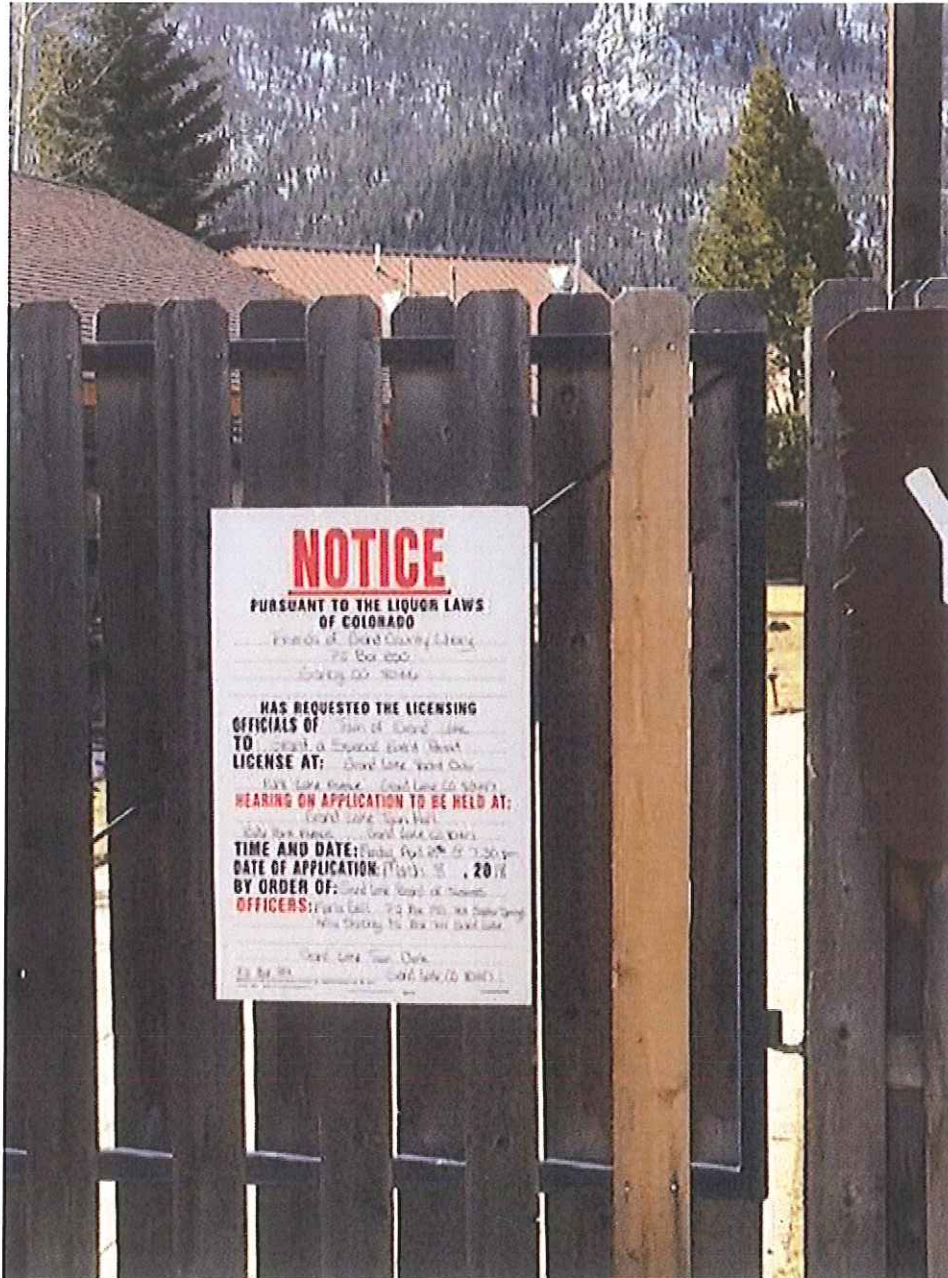
**THEREFORE, THIS APPLICATION IS APPROVED.**

LOCAL LICENSING AUTHORITY (CITY OR COUNTY) <i>Town of Grand Lake</i>	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK <i>970-627-3435</i>
SIGNATURE <i>Mayor</i>	TITLE <i>Mayor</i>	DATE <i>4/9/18</i>

**DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY**

LIABILITY INFORMATION			
License Account Number	Liability Date	State	TOTAL
		<i>-750 (999)</i>	<i>\$ .</i>

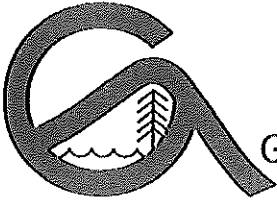
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**NOTICE**  
 PURSUANT TO THE LIQUOR LAWS  
 OF COLORADO  
 I, James M. Boardman,  
 of 1200 1/2 Street,  
Colorado Springs, Colorado  
 HAS REQUESTED THE LICENSING  
 OFFICIALS OF the State of Colorado  
 TO grant a Special Event License  
 LICENSE AT: 1200 1/2 Street, Colorado Springs, Colorado  
1200 1/2 Street, Colorado Springs, Colorado  
**HEARING ON APPLICATION TO BE HELD AT:**  
1200 1/2 Street, Colorado Springs, Colorado  
**TIME AND DATE:** Friday, April 20th at 7:30pm  
**DATE OF APPLICATION:** 11/13/15 \$ 20.00  
**BY ORDER OF:** James M. Boardman  
**OFFICERS:** James M. Boardman, 1200 1/2 Street, Colorado Springs, Colorado  
James M. Boardman  
1200 1/2 Street, Colorado Springs, Colorado

*Rita Snack*  
 4-12-18

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TOWN OF  
GRAND LAKE

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Date: 04/23/2018

To: Mayor Pro-Tem Kudron and Trustees  
From: Nate Shull, Town Planner

RE: Consideration to approve the Final Development Plan of the 2nd Amendment to the Gateway Inn Planned Development located at 200 W. Portal Road, Town of Grand Lake

Attachments:

- Land Use Application Forms.....
- Narrative Summary of Proposal (updated).....
- Purpose and General Criteria Statements (1999).....
- Title Work Documentation.....
- Updated Traffic Impact Study and Drainage Report.....
- Topographic Map/Survey.....
- Plan Development Plans
  - Cover Sheet.....
  - Existing Conditions and Demolition Plan.....
  - Site and Horizontal Control Plan.....
  - Utility Plan.....
  - Grading, Drainage, and Erosion Control Plan.....
  - Vehicle Turning Template.....
- CDOT Letter - Access Permit .....
- Resolution XX – 2018.....

**Purpose**

The Town has received a Land Use Application from Lisa Jenkins for a 2<sup>nd</sup> amendment to the existing planned development of the Gateway Inn which requires Board review. The applicant is seeking approval of the Final Development Plan.

**Background Information**

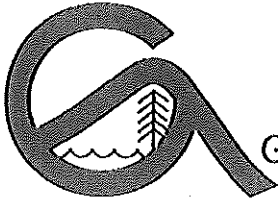
May 10<sup>th</sup>, 1999 – Town Board of Trustees approved Ordinance 3 -1999, and ordinance approving the Planned Development application of the Gateway Inn (Block 15, Grand Lake Estates 2<sup>nd</sup> Filing)

April 2004 – Town Board of Trustees adopted Ordinance 5 – 2004, an ordinance approving the amended sheet 2 of the final plan of the Planned Development of the Gateway Inn (Block 15, Grand Lake Estates 2<sup>nd</sup> Filing)

January 18<sup>th</sup>, 2017 – Town Planning Commission recommended approval of the sketch plan – concept plan of the 2<sup>nd</sup> amendment to the Gateway Inn Planned Development at a public hearing.

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PH. 970/627-3435  
FAX 970/627-9290  
E-MAIL town@townofgrandlake.com

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TOWN OF  
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March 21<sup>st</sup>, 2018 – Town Planning Commission adopted Resolution 03-2018, a resolution approving the Preliminary Development Plan for the 2<sup>nd</sup> amendment to the Gateway Inn Planned Development located at 200 W. Portal Rd, Town of Grand Lake

April 4<sup>th</sup>, 2018 – Town Planning Commission adopted Resolution 05-2018, a resolution recommending approval of the Final Development Plan for the 2<sup>nd</sup> Amendment to the Gateway Inn Planned Development located at 200 W. Portal Rd, Town of Grand Lake with the following conditions:

- The applicant's civil engineer provides final calculations for increased traffic to be provided to the Colorado Department of Transportation so that a determination can be made on whether an access permit is required or not prior to approval by the Town Board of Trustees

**Municipal Code**

*Municipal Code Section 12-9-7 [Amendments to Land Use Developments]*

*Amendments may be made to previously approved plats and plans by the Board of Trustees with recommendation by the Planning Commission. Amendments shall be constituted as a new development application and shall follow the provisions for standards and specifications set forth in this Section.*

*(C) Amendments to Final Development Plans*

2. *All other changes in use, or rearrangements of lots, blocks, and building tracts, or any changes in the provision of common open spaces must be approved by the Board of Trustees after a report from the Town staff and recommendation by the Planning Commission.*

*Municipal Code Section 12-9-2 [Major Land Use Development Review Procedures and Submittal Requirements]*

*(E)5 (Final Development Application: Board of Trustees Review)*

*(b) The Town Board of Trustees shall review the Final Development Application within thirty-five (35) days of receipt of transmittal from the Planning Commission at a regularly scheduled public meeting...*

1. *If the Board of Trustees determines that the Final Development Application submission complies with the applicable requirements of these regulations, the Board of Trustees shall authorize the Mayor to endorse the Board of Trustees' Certification Block on the Plat.*

*(i) The signing will be contingent on applicant submittal of:*

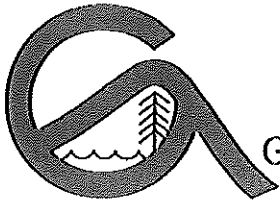
1. *Development Assurances:*
  2. *The applicant shall provide a 14" x 18" black line address mylar...*
  3. *The original reproducible drawing of the Final Development Application prepared in accordance with the requirements of this Article*
2. *If the Final Development Plan is approved subject to conditions, the formal acceptance and recording of such approval shall not be made until the*

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TOWN OF  
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*applicant has obtained the signature of the Mayor of the Town on the Plat or Plan face. All conditions must be satisfied before any Town signatures are affixed thereto.*

*3. The only basis for rejection of a final Development Application shall be its non-conformance to adopted rules, regulations and Sections of the Municipal Code currently in force and effect and the lack of conformance with the approved Preliminary Development Application.*

*(c) The Board of Trustees shall record the Final Development Application with the Town Clerk within five (5) working days of approval of the Final Development Application by the Board of Trustees. The Town Clerk shall endorse the Clerk's Certificate on the Plat and immediately record the Plat with the appropriate County Clerk and Recorder.*

**Staff Comments**

Staff has the following comments about the Applicant's Final Development Application

The applicant was able to satisfy most of the conditions listed in Resolution 03-2018, among which included...

- Resolving electrical and gas utility issues as brought up by Mountain Parks Electric and Xcel Energy
- Amending the Site and Horizontal Control Plan to include locations for snow storage and percentage of open space on site
- Getting verification by Grand Lake Fire District on the dimensions shown on the Vehicle Turning Template Sheet for emergency access
- Reporting on whether the two existing downstream drainage facilities mentioned in the 1999 drainage report will support increased runoff from paved surfaces and to provide a solution based on the findings

Planning Commission reviewed the Final Development Plan at their April 4<sup>th</sup> regularly scheduled meeting. After hearing from staff and the applicant, the Commissioners deliberated amongst themselves and provided commentary. A summary of their comments is below.

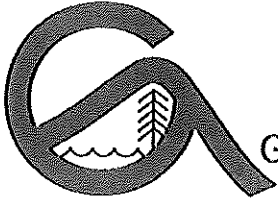
- Commissioners Gilbert and Murray were concerned about the results of the research on the existing downstream drainage facilities from the 1999 drainage report and provided suggestions for how the applicant might address the calculated increased runoff
- Commissioner Shockey suggested the applicant make a Plat note requiring a drainage study be done in conjunction with the sale of the adjacent lot, since this would trigger the need to pave the lower parking area, thereby increasing site runoff
- All Commissioners were satisfied with the remaining conditions

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E-MAIL [town@townofgrandlake.com](mailto:town@townofgrandlake.com)



## TOWN OF GRAND LAKE

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The Commission moved to approve Resolution 05-2018, a resolution recommending the approval of the Final Development Plan for the 2<sup>nd</sup> Amendment to the Gateway in Planned Development with the following conditions:

- The applicant's civil engineer provides final calculations for increased traffic to be provided to the Colorado Department of Transportation so that a determination can be made on whether an access permit is required or not prior to approval by the Town Board of Trustees

Staff since this meeting has received a formal letter from CDOT's Dan Roussin regarding CDOT's request for a traffic impact analysis from the Town (see attached). Staff has also, since the meeting, found language in the Town's Municipal Code specific to the requirement for conducting a traffic impact study (analysis).

Municipal Code 11-2-2 [Municipal Property Regulations; General Provision]

*(A) JURISDICTION - These Street Standards shall apply to all land within the Town of Grand Lake except where superseded by State of Colorado Department of Transportation jurisdiction.*

*(B) TRAFFIC IMPACT STUDY*

- 1. A traffic impact study, prepared by a Licensed Colorado Professional Engineer, is required for street classification or developments foreseeably expected to cause a 20% increase in traffic to adjacent roadways, or as required by Planning Commission or Town Staff. A traffic impact study shall conform to the (State of Colorado Access Code Section 2.3 - 5c). The traffic impact study shall reference the (Institute of Transportation Engineers Trip Generation Manual) to determine traffic volumes for each land use. In general, existing and proposed infrastructure improvements shall be determined by information provided by the owner/applicant in the Traffic Impact Study and by comments generated during Town of Grand Lake review and acceptance of that study.*
- 2. Design elements such as asphalt paving, curb and gutter, and sidewalks, may be required by the Planning Commission, Town Staff, Public Works Director or results from the Traffic Impact Study.*

Staff has drawn the conclusion that per CDOT's letter, as well as Municipal Code 11-2-2 (B), a traffic impact analysis is required. In conversation with Mr. Roussin, it was suggested that if the traffic impact analysis results show the development causing an increase of 20% or greater traffic volume at Lake Ave and US HWY 34, the Town would apply for the permit OR delegate that responsibility down to the developer who would apply on behalf of the Town.

As there is currently no access permit on file for this intersection, and Municipal Code 12-9-2 (E)5(a)6 states - *When a new street will intersect with State Highway 34, a copy of the State*

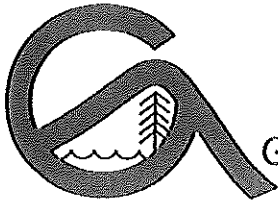
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PH. 970/627-3435

FAX 970/627-9290

E-MAIL town@townofgrandlake.com

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*Highway Permit shall be submitted* – it is urgent that one be obtained. At this time, the applicant (or applicant's engineer) has not provided staff a traffic impact analysis. Staff recommends that Board make it a condition for approval that the traffic impact analysis be conducted and submitted before any building permits are issued for the Gateway Inn.

**Staff Recommendation**

The staff suggests the Board of Trustees approve the Final Development Plan to the 2<sup>nd</sup> Amendment of the Gateway Inn Planned Development with the following conditions:

- The applicant's engineer prepares a traffic impact analysis for the Town per Municipal Code 11-2-2(B) and submit the analysis to CDOT to determine the need to obtain a state highway access permit prior to any building permits being issued for the property.

**Board Discussion**

The Commission should discuss the matter amongst themselves and come up with a decision.

**Board Action**

The Commission has the following options including...

1. Adopt Resolution XX – 2018, a resolution granting approval of the Final Development Plan to the 2<sup>nd</sup> Amendment of the Gateway Inn Planned Development located at 200 W. Portal Rd, Town of Grand Lake
2. Adopt Resolution XX – 2018, a resolution recommending approval of the Final Development Plan to the 2<sup>nd</sup> Amendment of the Gateway Inn Planned Development located at 200 W. Portal Rd, Town of Grand Lake, with the following additional conditions...
3. Not Adopt Resolution XX – 2018, thereby denying the Final Development Plan to the 2<sup>nd</sup> Amendment of the Gateway Inn Planned Development located at 200 W. Portal Rd, Town of Grand Lake



DEC 19 2016

# Town of Grand Lake

Planning Department

• P.O. Box 99 • 1026 Park Avenue • Grand Lake, CO 80447

• Phone: 970-627-3435 • Fax: 970-627-9290

• Email: [glplanning@townofgrandlake.com](mailto:glplanning@townofgrandlake.com) • Website: [townofgrandlake.com](http://townofgrandlake.com)



## LAND USE REVIEW APPLICATION FORM

APPLICATION DEADLINE IS NOON, 21 DAYS PRIOR TO THE NEXT REGULARLY SCHEDULED MEETING

### PROPERTY

- Street Address (or general location if not addressed): 200 WEST POETIC ROAD
- Legal Description: Lot \_\_\_\_\_ Block 15 Subdivision Grand Lake Estates
- Lot Area (in square feet or acres): \_\_\_\_\_
- Existing Use of Property: PLID - COMMERCIAL

TYPE OF REVIEW (circle one): • Rezoning • Subdivision • Minor-Subdivision • Annexation • Planned Development • Conditional Use • Vacation – Public right-of-way • Amendments to approved Subdivision or PD • Other (explain below)

### PROPOSAL

Description of Proposal (include proposed use and summarize number and size of units/buildings/lots, as applicable):

*Extend North wing of existing building encompassing 14 additional  
aprox 380 SF units with interior <sup>40+</sup> hallways, and 2 housekeeping  
closets. Extend existing lounge deck aprox 100 SF.*

*Removal of division lines in remaining building envelopes  
for future possible expansions*

- Name of Development: Gateway Inn ~~2nd~~ 2nd amendment
- Name of Applicant: LISA JENKINS Email: mtn.lakegirl@live.com
- Address: PO Box 1169, GL 80447 Phone: 970 531 2458
- City: Grand Lake State: CO Zip: 80447 Fax: 970 627 2434
- Contact Person (if not applicant): [Signature] Email: \_\_\_\_\_
- Address: \_\_\_\_\_ Phone: \_\_\_\_\_
- City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Fax: \_\_\_\_\_

### STAFF USE ONLY

Application Received By: \_\_\_\_\_ Date / Time: 12/19/16 12pm  
 File Name: Gateway Inn  
 Fee Paid: \$8866 Amount: 250 Reimbursement Form Signed: YES



**TOWN OF GRAND LAKE**

**AGREEMENT FOR PAYMENT OF FEES FOR  
REVIEW AND PROCESSING OF SUBDIVISION PLATS, ZONING AND  
REZONING REQUESTS, ANNEXATIONS, REQUESTS FOR ROAD  
VACATIONS, AND OTHER LAND USE RELATED MATTERS**

**THIS AGREEMENT** ("the Agreement") is entered into this 3<sup>rd</sup> day of January, 2017, by and between the Town of Grand Lake, Colorado, a Colorado municipal corporation, ("the Town") and Lisa Jenkins, ("the Owner").

**WHEREAS**, the Owner owns certain property situated in the Grand County, Colorado described on Exhibit A, attached hereto and incorporated herein by reference, (the Property");

**WHEREAS**, the review and processing includes review of all aspects of land use including, but not limited to, subdivision, zoning and rezoning, annexation, road vacations, change of land use, installation of public improvements, dedication of lands and the availability of and feasibility of providing utility services;

**WHEREAS**, the Owner requests a change in land use for the Property and has made application to the Town for approval, and

**WHEREAS**, the Parties recognize that the fees as specified by Resolution No. 11-2004 may not be adequate to fully cover the Town's expenses incurred during the application process, including but not limited to, legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, engineering fees, attorney fees, consultant fees, and fees for administrative time of Town staff, and

**WHEREAS**, the Parties hereto recognize that the Town will continue to incur expenses through the entire development review process until final completion of the development including but not limited to, legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, engineer fees, surveyor fees, geologist fees, hydrologist fees, landscape architect fees, attorney fees, consultant fees, and fees for administrative time of Town staff, security, permits and easements;

**NOW THEREFORE**, for and in consideration of the foregoing premises and of the mutual promises and conditions hereinafter contained, it is agreed as follows:

1. The Town has collected or will collect certain land use fees from the Owner and the Town will apply those fees against the review and processing expenses incurred by the Town while processing the Owner's land use review proposal. In the event the Town incurs review and processing expenses greater than the monies collected from the Owner, the Owner agrees to reimburse the Town for the additional expenses and fees upon submittal of an

invoice. Owner shall pay all invoices submitted by the Town within ten (10) days of the Town's delivery of such invoice. Failure by the Owner to pay any invoice within the specified time shall result in immediate suspension of the review process by the Town, including cancellation of any scheduled hearings. Nor shall any building permits, certificates of occupancy or other Town approvals be issued or granted and for the Town to exercise such rights and remedies as are otherwise available to it in law or equity or under the applicable provisions of the Town Code.

2. Except where the law or an agreement with the Town provides otherwise, the Owner may terminate its application at any time by giving written notice to the Town. The Town shall take all reasonable steps necessary to terminate the accrual of costs to the Owner and file such notices as are required by the Town's regulations. The Owner shall be liable for all costs incurred by the Town in terminating the processing of the application.
3. If the Owner fails to pay the fees and costs required herein when due, the Town may take those steps necessary and authorized by law to collect the fees and costs due, in addition to exercising those remedies set forth in Section 1, above. The Town shall be entitled to recover from Owner all court costs and attorney's fees incurred in collection of the balance due, including interest on the amount due from its due date at the rate of 18% per annum.
4. The Town will account for all funds expended and fees and expenses incurred by the Town as a result of the development review of the application throughout the development process. Statements of expenses incurred will be made available to the Owner by the Town. Expenses to be charged to the Owner's account shall include, but shall not be limited to, legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, engineer fees, surveyor fees, geologist fees, hydrologist fees, landscape architect fees, attorney fees, consultant fees, and fees for administrative time of Town staff, security, permits and easements. Within sixty (60) days after the completion of the processing of the application by the Town, the Town will provide Owner with a statement of account and will refund to the Owner any funds paid by the Owner that were not expended by the Town, except where the Parties expressly agree to the contrary.
5. Owner's obligation to pay costs and expenses provided for in this Agreement shall exist and continue independent of whether the Owner's application, or any part thereof, is approved, approved with conditions, denied, withdrawn, or terminated by the Town or the Owner prior to a final decision in the process.

**IN WITNESS WHEREOF**, The Town and the Owner have caused this Agreement to be duly executed on the day and year first above written.

TOWN OF GRAND LAKE

By: *Matthew Hill*  
Town Planner

Attest:

*Alena Cindl*  
CMC, Town Clerk

OWNER: *Lisa Jenkins*  
By: \_\_\_\_\_



*Come Hibernate With Us*

*www.gatewayinn.com*

*200 West Portal Road – PO Box 1169*

*Grand Lake, Colorado 80447-1169*

*Email - [info@gatewayinn.com](mailto:info@gatewayinn.com)*

*Phone (970) 627-2400 – Fax (970) 627-2434 – Toll Free (877) 627-1352*

Nate Shull  
Town Planer  
Town of Grand Lake

We would like to meet with the Planning Commission to continue discussion with regards to Gateway Inn expansion and PUD changes on March 21, 2018. As requested by the Planning Commission in January 2017 conceptional presentation, we have completed a final plat to present to the PC board.

The final plat for the Gateway Inn expansion includes 14 more rental units (increasing our total square footage to 34,884) and additional parking for those units. The updated building data chart will detail out all of the changes that you may want to know. As discussed in our January 2017 meeting the building will look similar to the existing building in reference to colors and designs. We hope to start construction April 2018 and finalize construction of the addition and parking no later than spring of 2019.

In the conceptional presentation there was some discussion of combining 3 building envelopes to one for a possible additional building with 20-22 more units. We have decided to not make that a part of this presentation as it will be many years down the road before we develop on the lower portion of the property and we may not want to do anything other than the original cabins that were planned 20+ years ago.

Rewriting the General Purpose and Criteria for the PD that was written and presented in 1999 is not necessary as it remains the same with the exception of the additional parking and square footage of the building. Other requests from the town for items like a Solar Research Study, Horizontal Control Plan, and Modified Utility Plan we are not providing at this time as we believe that they are not necessary code requirements in our case. We believe that the Planning Commission will agree that these are not necessary.

Our electrician is prepared to address the comments of Mountain Parks Electric at the meeting. Our engineer and our architect will also be present to assist in answering any questions that you may have.

We respectfully request that this be a combined preliminary and final meeting as we believe that we do have a presentation to warrant a final approval (with or without conditions) at this time.

Thank You!

*Lisa M Jenkins*

Lisa Jenkins  
Owner/Partner  
Grand Lake Family LLLP  
AKA: Gateway Inn

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## PURPOSE



This planned development is necessary because the current zoning does not permit building of the lodge and cabins. This lodge and its additional amenities such as the conference center, parking and cabins will adhere to the Town of Grand Lakes' Comprehensive Plane Update Phase I, November, 1992.

Some of these references include: page 21, **"mountain architecture and defined socially by its family atmosphere,"** page 28 **"maintains the community character,"** page 29 **"Examine the feasibility of developing a small conference center,"** page 34 **"Development that serves to support the "Main Street" core and that does not compete with it. Development that is well designed to integrate with the present scale and is aesthetically pleasing,"** page 35 **"Type of uses to Encourage: Lodging facilities, Recreation oriented uses, Restaurants, eating and drinking, entertainment,"** **"Character: Auto friendly, Highly visible area from major arterial (US Highway 34), Generates employment opportunities,"** also on page 35 **Attributes of Allowable Uses: minimal signage, mountain setting and buffered from view, employ residents on a year round permanent basis, natural buffer from highway and the Town, and parking areas that are small in size and well screened,"** page 39 **"Benefits of Growth: Increased employment, and tax revenues.**

It is our desire to create a viable business in the Town of Grand Lake, while maintaining its' natural setting and mountain town atmosphere.

## GENERAL CRITERIA:

- 1. Provide for and improve existing necessary commercial, recreation and education facilities within the community.**

This 18,433 finished square foot lodge will be a great calling card to the Gateway to Grand Lake. Many tourists that travel through the National Park will pass in front of the new lodge at the Gateway to Grand Lake. This will attract more tourist to stay in Grand Lake and bring more tax dollars to the community. It is known that the Town of Grand Lake lacks convention facilities. The Lodge will have a 1313 square foot convention area, with a 2100 square foot covered patio. This will attract family reunions, weddings, seminars, small conventions, as well as educational and recreational gatherings. The attracted guest will certainly patronize the surrounding businesses and recreational facilities offered by the area.

- 2. Ensure that the provisions of the zoning laws which direct the uniform treatment of dwelling type, bulk, density and open space within each zoning overlay will not be applied in a manner which would distort the general objective of the Zoning laws.**

It is our intention to preserve as many trees as possible as to not disrupt the continuity between existing residential and commercial zoning. The log look of the lodge and cabins, with forest green trim and roof, will be a visual enhancement and blend in with the existing home styles and businesses in the immediate area. With 12-22 enclosed parking spaces available, the visibility of parked autos will be limited. (The cabins will act as a "buffer zone" to the residential lots. Please refer to the site plan and models, for the density, bulk, and large amount of open space this project has to offer.) → Cabins not currently built.

- Request for future site plans that parking areas be buffered/landscaped per To Bill standards
- 3. Encourage innovations in residential, commercial, and industrial development and renewal so that the growing demands of the population may be met by greater variety and types, design and layout of building and the conservation and more efficient use of open space ancillary to said buildings.**

A new Lodge, of this stature (i.e. log look) in the community will attract new business and development to the area. The town will not be burdened by snow storage or drainage problems. Snow storage is to be located at the south of the Lodge on the existing abandoned driveway, and the drainage will maintain a natural path to existing ditches (see drainage plan). The lodge and parking are to be built on the existing flat area previously used as a fill dirt dump site. This will minimize the amount of trees to be cut, therefore minimally impacting the loss of vegetation. Because of the cutting of so few trees, the view of the lodge from Tunnel Road will be partial obscured, and from Highway 34 the "new lodge" will certainly be more appealing than the existing fill dirt area.

The parking area will be lit with directional lighting as to not obstruct the night sky view.

←  
No longer abandoned... need to show new snow storage area.

An easement to the lodge has been acquired off of Lake Avenue and Highway 34. This will be the main access to lodge. The secondary access off of Tunnel Road also satisfies the fire departments needs for access to the property.

The existing wetlands will be undisturbed and the establishment of building envelopes on the six cabin sites will minimize the loss of trees and still maintain a buffer zone between Tunnel Road and the residential area to the north.

**4. Encourage a more efficient use of the land and of public services, or private services in lieu thereof, and to reflect changes in the technology of land development so that resulting economies may inure to the benefit of those who need homes and related services:**

The lodge will certainly add beauty and appeal to Grand Lakes' Gateway. We plan to replant the south end of the existing drive from Tunnel Road and any disturbed areas due to construction of the lodge and cabins. We hope to make this into as natural a setting as possible, as to maintain the integrity of the existing land.

The enclosed parking will be a great asset to the lodge both in auto storage and snow mobile storage in the winter time.

The lodge will have an in house managers apartment. The rental of the cabins on a month to month basis in the winter months is a strong possibility. We also anticipate 4-10 new jobs to be created.

**5. Be determined to be unique and of a character that will benefit the community in an overall manner. Smaller projects of less than ten (10) acres in size shall be compatible to the height, bulk, and density of the surrounding existing neighborhood;**

Although the log look is prevalent in residential use in the area, we believe that in a lodge of this size and stature, the log concept is innovative, energy efficient, and blends in with the surrounding community. This multi-level rustic lodge is cognizant with existing height restrictions and with Woodpecker Hill gaining elevation at such a rapid rate will not obstruct any future residential homes views. This large 3 plus acre site could easily accommodate a much larger project than proposed.

The main floor lobby area will have a lounge/restaurant, small gift shop and 2100 square foot deck for family gatherings. There were be a enclosed hot tub area and fire pit area on the grand level to attract guests. All of this overlooking Grand Lake, Shadow Mountain Lake, and the Never Summer mountain range.

With the lack of conference facilities, enclosed parking, and shortage of lodging, we believe that this facility will greatly benefit the Town of Grand Lake. This additional lodging will enable the town to keep more tourists and visitors within its confines and

increase both retail sales and tax revenues.

**6. Reduce energy consumption and demand;**

The lodge and cabins will be constructed using the latest technology in energy conservation items. Some of these are:

Blown in cellulose insulation and soundproofing  
Low E Argon gas thermal pane windows and doors  
Gas log fireplaces  
Air lock entries  
Metal clad roof  
High efficiency gas furnaces and hot water heaters  
Low water consumption fixtures and appliances  
Individually controlled room environment  
Enclosed parking

**7. Lessen the burden of traffic on streets and highways by encouraging land uses which decrease trip length:**

There should minimal traffic impact on Tunnel Road. This is due to the main lodge access being off of Lake Avenue via Highway 34. This access is far enough from the Grand Lake entrance as to not impair traffic (Traffic Impact Study SEE SECTION F-1).

On site services such as food, meeting rooms, lounge, gift shop, and hot tub are provided. Also the facility is within walking distances to both the lakes and town.

**8. Conserve the value of the land and preserve environmental quality;**

The construction of this lodge, cabins and residential lots will become part of the economic system of Grand Lake by providing additional tax revenues. Also by increasing both its own and surrounding property values. Environmental quality should be maintained by the use of directional lighting in the parking lot areas and on rustic wood signs. Due to the availability of ample snow storage areas, a minimal amount of chemical treatment should be required and therefore not impact the wetlands or existing drainage. The integrity of the wetlands will remain the same and undisturbed. The Corps of Engineers have been contacted and agree, that this project will not hinder the spring area. (SEE SECTION E-3)

All utilities will be underground where feasible and the planned development is consistent with the NRA requirements.

**9. Provide a technique of development which can relate the type, design and layout of residential, commercial and industrial development to the particular site, thereby encouraging preservation of the site's natural characteristics; and;**



See models and site plan.

**10. Encourage integrated planning in order to achieve the above purpose:**

We have tried to incorporate the Planning Commissions' concerns and suggestions in this proposal. We are open and welcome any individuals or groups to voice comments and concerns regarding this project, and we will try to address these issues. We would like our plan to not only provide us with a viable and vibrant business but also safeguard the best interest of our community.

**CONCLUSION:**

This new and unique lodge with its rustic yet energy efficient features offering, 33 modern rooms, 6 cabins and a large inviting conference area, will bring new and exciting benefits to the Town of Grand Lake. The newly constructed family owned and operated lodge will enhance and beautify the Gateway to our community. We would like to name our lodge the "Gateway Inn", as it is located at the gateway to town. We feel that the "Gateway Inn" will encourage growth, add tax dollars, both in property and sales taxes, add jobs and still preserve the rustic environment. Dollars spent by visitors staying in our lodge will contribute to the quality of life, and economic stability of the Town of Grand Lake. The Gateway plan encourages growth and development, and we feel this is the best use for Block 15.

NO REAL PROPERTY TRANSFER  
DECLARATION RECEIVED

**QUITCLAIM DEED**

This Quitclaim Deed made APRIL 1, 2008, by

**GRAND LAKE DEVELOPERS LLC ("Grantor")**

to:

**GRAND LAKE FAMILY LLLP ("Grantee")**

Grand Lake, CO 80447

Grantor, in consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, remises, releases, and forever quitclaims to Grantee all of the interest of Grantor, if any, in and to that real property located in the County of Grand, and State of Colorado, and more certainly described as follows:

GATEWAY INN,  
According to the plat filed June 29, 1999 at reception No. 99006779.

COUNTY OF GRAND,  
STATE OF COLORADO.

also known as: 200 PORTAL ROAD, Grand County, Colorado  
assessor's schedule number: 146885 and parcel number: 1193-061-32-001

To have and to hold, all and singular the described property, together with the tenements, hereditaments, and appurtenances belonging to such property, or in anywise appertaining, and the rents, issues, and profits of such property to Grantees, and Grantee's heirs and assigns forever.

(No Documentary Fee Required, Conveyance Deed only.)

IN WITNESS WHEREOF, Grantor has executed this QUITCLAIM DEED on the date first above written.

*Deborah K. Jenkins* President  
by DEBORA K. JENKINS, PRESIDENT

*Thomas H. Jenkins* Vice President  
by THOMAS H. JENKINS, VICE PRESIDENT

Acknowledgment

State of Colorado) ) SS  
County of Grand )

On this 1<sup>ST</sup> day of APRIL, 2008, before me personally appeared DEBORA K. JENKINS, PRESIDENT AND THOMAS H. JENKINS, VICE PRESIDENT OF GRAND LAKE DEVELOPERS LLC, to me know to be the persons described in and who executed the foregoing Quitclaim Deed and acknowledged before me that executed the same as her free act and deed.

Witness my hand and official seal.



*Timothy H. Thore*  
Notary Public  
26135

Recorded at \_\_\_\_\_ o'clock \_\_\_\_\_ M.,  
Reception No. \_\_\_\_\_

2003-016779 12/30/2003 03:34P OGD SARR L ROSENE  
1 of 1 R 6.00 D 0.00 GRAND COUNTY CLERK

**QUIT CLAIM DEED**

THIS DEED, Made this 23rd day of December, -2003  
between Grand Lake Developers LLC

of the County of Grand and State of  
Colorado, grantor, and Grand Lake Family, LLP

whose legal address is P.O. Box 1169, 200 West Portal Road  
Grand Lake, Colorado 80447

of the County of Grand and State of Colorado, grantees.

WITNESSETH, That the grantor, for and in consideration of the sum of  
Ten Dollars Good and Other Valuable Consideration  
the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold, conveyed and QUIT CLAIMED, and by these  
present does remise, release, sell, convey and QUIT CLAIM unto the grantees, their heirs, successors and assigns forever, not in  
tenancy in common, but in joint tenancy, all the right, title, interest, claim and demand which the grantor has in and to the real property,  
together with improvements, if any, situate, lying and being in the Town of Grand Lake County  
of Grand and State of Colorado, described as follows:

Block 15, Grand Lake Estates 2nd Filing  
Grand County, Colorado

( NO DOCUMENTARY FEE REQUIRED - Conveyance Deed Only)

also known by street and number as: 200 West Portal Road Grand Lake, Colorado 80447

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in  
anywise thereto appertaining, and all the estate, right, title, interest and claim whatsoever, of the grantor, either in law or equity, to the  
only proper use, benefit and behoof of the grantees, their heirs and assigns forever. The singular number shall include the plural, the  
plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, The grantor has executed this deed on the date set forth above.  
Deborah K Jenkins Manager  
Thomas A Jenkins Manager

STATE OF COLORADO,

County of GRAND

The foregoing instrument was acknowledged before me in the  
State of COLORADO, this 23rd day of DECEMBER, 2003,  
by DEBARAH K JENKINS - THOMAS A JENKINS

My commission expires \_\_\_\_\_, 19 \_\_\_\_\_ . Witness my hand and official seal.



Timothy M. Thomas  
Notary Public

My Commission Expires  
\*If in Denver, insert "City" and FEBRUARY 10, 2007

*Bad Legal for  
2003*

*2003-016779-12/30/2003-03:34P*

QUITCLAIM DEED

THIS DEED, made this 6<sup>th</sup> day of July, 1999, between

THOMAS H. JENKINS and DEBORAH K. JENKINS

of the County of Weld and State of Colorado, grantors, and

GRAND LAKE DEVELOPERS LLC, a Colorado Limited Liability Company

whose legal address is 275 Skyline Drive, Erie, Colorado 80516

of the County of Weld and State of Colorado, grantee.

WITNESS, that the grantors, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and QUITCLAIMED, and by these presents does remise, release, sell and QUITCLAIM unto the grantee, its heirs, successors and assigns forever, all the right, title, interest, claim and demand which the grantors have in and to the real property, together with improvements, if any, situate, lying and being in the County of Grand, State of Colorado, described as follows:

Block 15  
GRAND LAKE ESTATES 2ND FILING  
COUNTY OF GRAND  
STATE OF COLORADO

\*\*\* Exempt Conveyance \*\*\*  
(Consideration Less than \$500.00)

also known by street and number as: n/a  
assessor's schedule or parcel number: 146880

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

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantors have executed this deed on the date set forth above.

Thomas H. Jenkins  
Thomas H. Jenkins

Deborah K. Jenkins  
Deborah K. Jenkins

STATE OF COLORADO )  
COUNTY OF Larimer ) ss.

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of July, 1999  
by Thomas H. Jenkins and Deborah K. Jenkins. Witness my hand and seal.

My commission expires:  
3-28-2000

Nancy Jo Corbin  
Notary Public

Notary Public  
State of Colorado  
Nancy Jo Corbin

NO REAL PROPERTY TRANSFER DECLARATION REQUIRED

QUITCLAIM DEED

THIS DEED, made this 20<sup>th</sup> day of January, 1999, between

GRAND LAKE DEVELOPERS LLC, a Colorado Limited Liability Company

of the County of Weld and State of Colorado, grantor, and

THOMAS H. JENKINS and DEBORAH K. JENKINS

whose legal address is 275 Skyline Drive, Erie, Colorado 80516  
of the County of Weld and State of Colorado, grantees:

WITNESS, that the grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has renounced, released, sold and QUITCLAIMED, and by these presents does remise, release, sell and QUITCLAIM unto the grantees, their heirs, successors and assigns forever, not in tenancy in common but in joint tenancy, all the right, title, interest, claim and demand which the grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of Grand, State of Colorado, described as follows:

Block 15  
GRAND LAKE ESTATES 2ND FILING  
COUNTY OF GRAND  
STATE OF COLORADO

\*\*\* Exempt Conveyance \*\*\*  
(Consideration Less than \$500.00)

also known by street and number as: n/a  
assessor's schedule or parcel number: 140880

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

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

GRAND LAKE DEVELOPERS LLC

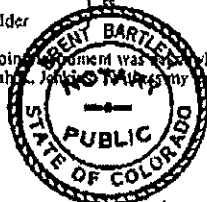
*Thomas H. Jenkins, Manager*  
By: Thomas H. Jenkins, Manager

*Deborah K. Jenkins, Manager*  
By: Deborah K. Jenkins, Manager

State of Colorado

County of Boulder

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of January, 1999, by Thomas H. Jenkins and Deborah K. Jenkins, and seal.



*[Signature]*  
Notary Public

My Commission Expires 7/2/2001

Wild Deed

NO REAL PROPERTY IN BOUNDARY

**SPECIAL WARRANTY DEED**

**THIS DEED**, Made this 19th day of April 1991  
between CHAVES INDUSTRIAL BANK

a corporation duly organized and existing under and by virtue of the laws of the State of COLORADO, grantor, and

THOMAS H. JENKINS and DEBORAH K. JENKINS

whose legal address is 2460 Bellanca Ct., Erie, CO

of the County of Weld, State of Colorado, grantee:

WITNESSETH, That the grantor, for and in consideration of the sum of **\*\*\*\*\*EIGHT THOUSAND AND 00/100\*\*** DOLLARS the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantees, not in joint tenancy, their heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Grand State of Colorado, described as follows:

Block 15  
GRAND LAKE ESTATES 2ND FILING  
COUNTY OF GRAND,  
STATE OF COLORADO

POSTED

D.F. #280

also known by street and number as: n/a

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and overreife, remainder and remainders, to the heirs and profits thereof (and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the grantees, their heirs and assigns forever. The grantor, for herself, her successors and assigns, does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantees, their heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor.

IN WITNESS WHEREOF, The grantor has caused its corporate name to be hereunto subscribed by its President, and its corporate seal to be hereunto affixed, attested by its Secretary, the day and year first above written.

*Daryl G. Hobson*  
Daryl G. Hobson  
Secretary

FINANCIAL MANAGEMENT TASK FORCE, INC.  
LIQUIDATOR FOR CHAVES INDUSTRIAL BANK  
*Robert S. Fulcifer*  
ROBERT S. FULCIPHER  
President

STATE OF COLORADO  
City & County of Denver  
The foregoing instrument was acknowledged before me this 19th day of April 1991  
Robert S. Fulcifer  
Daryl G. Hobson

of Financial Management Task Force, Inc., Liquidator for Chaves Ind. Bank  
My commission expires  
Witness my hand and of legal seal.  
*Daryl G. Hobson*  
Daryl G. Hobson  
Notary Public

"If in Doubt, insert 'City and'"

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PUBLIC TRUSTEE'S DEED

JOHNNY LOU PETTEY  
GRAND COUNTY  
RECORDER

No. FB7-65

2 6 5 4 3 4

FEB 11 3 17 PM '88

State of Colorado )  
                          ) ss. BOOK 431 PAGE 747  
County of Grand )

THIS DEED, Made February 10, 1988, between Margaret J. Alt, Grand County Public Trustee and CHAVES INDUSTRIAL BANK, 501 Lincoln St., Denver, CO. 80203, as Purchaser, WITNESSETH:

Whereas, JOSEPH A. HAUGLAND did by Deed of Trust dated January 30, 1986, and recorded in the office of the Grand County, Colorado, Clerk and Recorder on January 31, 1986, in Book 388 at Page 890, Reception No. 239052, convey to the Public Trustee in Trust the property hereinafter described to secure the payment of the indebtedness provided in said Deed of Trust; and

Whereas, a violation was made in certain of the terms and covenants of said Deed of Trust as shown by the Notice of Election and Demand for Sale filed with the Public Trustee, a copy thereof being recorded in the office of said County Clerk and Recorder, the said property was advertised for sale at public auction at the place and in the manner provided by law and by said Deed of Trust, and a copy of the notice of sale was in apt time mailed to the persons required by statute, and said property was in pursuance of said notice sold to CHAVES INDUSTRIAL BANK, for the sum hereinafter set forth and a certificate of purchase thereof was made and recorded,

Now, Therefore, the Public Trustee pursuant to the power and authority vested by law and by the said Deed of Trust as such Public Trustee and in consideration of the sum of \$100,902.96 to the Public Trustee paid by the said Purchaser, the receipt whereof is hereby acknowledged, conveys to the said Purchaser, its heirs, successors, and assigns forever, all right, title, and interest which the Public Trustee acquired pursuant to said Deed of Trust in and to the following described property situate in the County of Grand, State of Colorado, to wit:

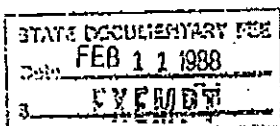
ALL OF BLOCK 15,  
Grand Lakes Estates, 2nd Filing

County of Grand  
State of Colorado

To Have and to Hold the same unto the said Purchaser, its heirs, successors, and assigns forever.

Executed the day and year first above written.

MARGARET J. ALT  
Grand County Public Trustee



By: Bonnie A. Rozean  
Deputy Public Trustee

State of Colorado, County of Grand) ss.

The foregoing Public Trustee's Deed was acknowledged before me this 10th day of February, 1988, by Bonnie A. Rozean as the Deputy Public Trustee of County of Grand, State of Colorado. Witness my hand and seal.

My commission expires: 4-24-89

[Signature]  
Notary Public



Recorded at 4:15 o'clock P. M., JAN 31 1986  
Reception No. 239051 JOHNNY LOU PETTEY Recorder.

①

WARRANTY DEED

SDCA 388 PAGE 889

THIS DEED, Made this 29TH day of JANUARY

STATE DOCUMENTARY FEE  
Date JAN 31 1986  
\$ 32.90

19 86 between LAURENCE M. THORSHEIM AND RHODA B. THORSHEIM,  
AKA LAURENCE MALVERN THORSHEIM, AKA LARRY THORSHEIM AND  
of the SAID County of JEFFERSON and State of

Colorado, grantor, and JOSEPH A. HAUGLAND

whose legal address is 6103 S. Fairfield St., Littleton, Colorado 80120

of the County of and State of Colorado, grantees:

WITNESSETH, That the grantor for and in consideration of the sum of  
\*\*THREE HUNDRED TWENTY-NINE THOUSAND AND NO/100'S\*\*\*\*\* DOLLARS,  
the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell,  
convey and confirm, unto the grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the  
SAID County of GRAND and State of Colorado described as follows:

D.F.  
32.90

ALL OF BLOCK 15,  
GRAND LAKE ESTATES, 2ND FILING,  
TOWN OF GRAND LAKE,  
COUNTY OF GRAND,  
STATE OF COLORADO.

\*\*RHODA B. THORSHEIM, AKA RHODA BEATRICE THORSHEIM.

as known by street and number as: NOT APPLICABLE

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and  
reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the  
grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns  
forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, his heirs and  
assigns, that at the time of the executing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute  
and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same  
in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments,  
encumbrances and restrictions of whatever kind or nature soever, except GENERAL TAXES FOR 1986 AND ALL SUBSEQUENT  
YEARS, AND EXCEPT EASEMENTS, RESTRICTIONS, COVENANTS, RESERVATIONS, RIGHTS OF  
WAY OF RECORD, IF ANY, AND BUILDING AND ZONING REGULATIONS.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee,  
his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural,  
the plural the singular, and the use of any gender shall be applicable to all genders.  
IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

Laurence M. Thorsheim  
LAURENCE M. THORSHEIM  
Laurence Malvern Thorsheim  
LAURENCE MALVERN THORSHEIM

Rhoda B. Thorsheim  
RHODA B. THORSHEIM  
Rhoda Beatrice Thorsheim  
RHODA BEATRICE THORSHEIM

STATE OF COLORADO

CITY AND County of DENVER

Larry Thorsheim  
LARRY THORSHEIM

The foregoing instrument was acknowledged before me in the CITY AND County of DENVER, State of  
Colorado, this 29th day of January, 1986, by LAURENCE M. THORSHEIM, AKA LAURENCE  
MALVERN THORSHEIM, AKA LARRY THORSHEIM, RHODA B. THORSHEIM AKA RHODA BEATRICE  
My commission expires NOVEMBER 23, 1986. Witness my hand and official seal. THORSHEIM.



Quintin R. Baird  
Notary Public

3540 SOUTH POPLAR, SUITE 200  
DENVER, COLORADO 80237

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## MEMORANDUM

**To:** Town of Grand Lake  
**Attn:** Nathaniel Shull, Town Planner  
**From:** Tim Gagnon, P.E.  
**Date:** March 27, 2018  
**RE:** The Gateway Inn Addition – Original Engineering Reports (UPDATED)

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The Gateway Inn Addition Project ('Project') includes a 14-room addition to the existing lodge building and construction of 14 new parking spaces. The original lodge development was approved in 1998 and included Planned Development Plans and development studies that addressed the impacts of the original development, including a drainage report and a traffic impact analysis. These reports were analyzed to determine if these plans and findings are still applicable for this proposed Project.

### TRAFFIC IMPACT STUDY

The original traffic study for the Gateway Lodge Development was prepared by TranSystems Corporation, dated January 12, 1998, and titled: "Traffic Impact Study for The Gateway Lodge Development." The following is a summary of the information and conclusions developed in the study:

- The trip generation values developed for the traffic study were based on 39 motel rooms and were based on values obtained in the ITE Trip Generation Manual.
- Access for the site was proposed at the two current access points at Lake Ave./US Hwy 34 and West Portal Road.
- The total calculated Average Daily Traffic (ADTs) generated from the 39 motel rooms was 355 vehicle trips (which represents daily trips coming to and from the site), with a calculated average of 23 vehicle trips coming to and from the site in the PM peak hour of traffic.
- The Level of Service (LOS) at these intersections was considered "very acceptable."
- Based on the 1985 State Highway Access Code, there are no improvements required to either US 34 or West Portal Road.

Based on the proposed addition to the lodge, the following was noted:

- The average trip generation rates in the report are based on national averages that do not account for local trip generation rates or seasonal fluctuations in lodging occupancy rates. Therefore, the calculated average traffic volumes of 355 daily trips from the site is expected to be very conservative.
- The existing lodge and proposed lodge will encompass a total of 47 rooms and one two-bedroom unit, which is an increase of 25% over the previously considered number of rooms, which should result in an increase in trip generation values of approximately 25%.

Based on the results of the original study and the proposed development, the following conclusions were drawn:

- This increase of 25% in rooms will increase the daily trips to and from the site, but it is anticipated that the actual trip generation values will still be lower than those calculated in the report and will not change the original reports conclusions that the existing access points LOS are acceptable and do require any additional improvements.

## DRAINAGE REPORT

The original drainage study for the Gateway Lodge Development was prepared by Drexel Barrell & Co., dated September 2, 1998, and titled: "Drainage Report for The Gateway Lodge Development." The following is a summary of the information and conclusions developed in the report:

- The proposed development included in the drainage report is a proposed lodge building and gravel access roads and parking areas, in close proximity and size to the actual construction.
- The on-site drainage basin is generally split, with the western portion draining to a 2' box culvert under West Portal Road and the eastern portion draining to the existing roadside ditch on the north side of West Portal Road and into an existing 24" CMP culvert under West Portal Road.
- The 2' box culvert and 24" culvert accept flow from the Project but also from upstream tributary areas.
- When compared with the historic flows for the total offsite and onsite drainage basins, the developed flows represent an increase of 7.6% and 7.9% for the calculated 5-year and 100-year stormwater flows, and based on further discussion "the increase in flows is more likely near a maximum of 5%."
- The increase from historic flows to developed flows are not significant enough to justify the installation of a detention pond, particularly considering the negative site impacts that would be required including the removal of existing vegetation and trees.

Based on the proposed addition to the lodge, the following was noted:

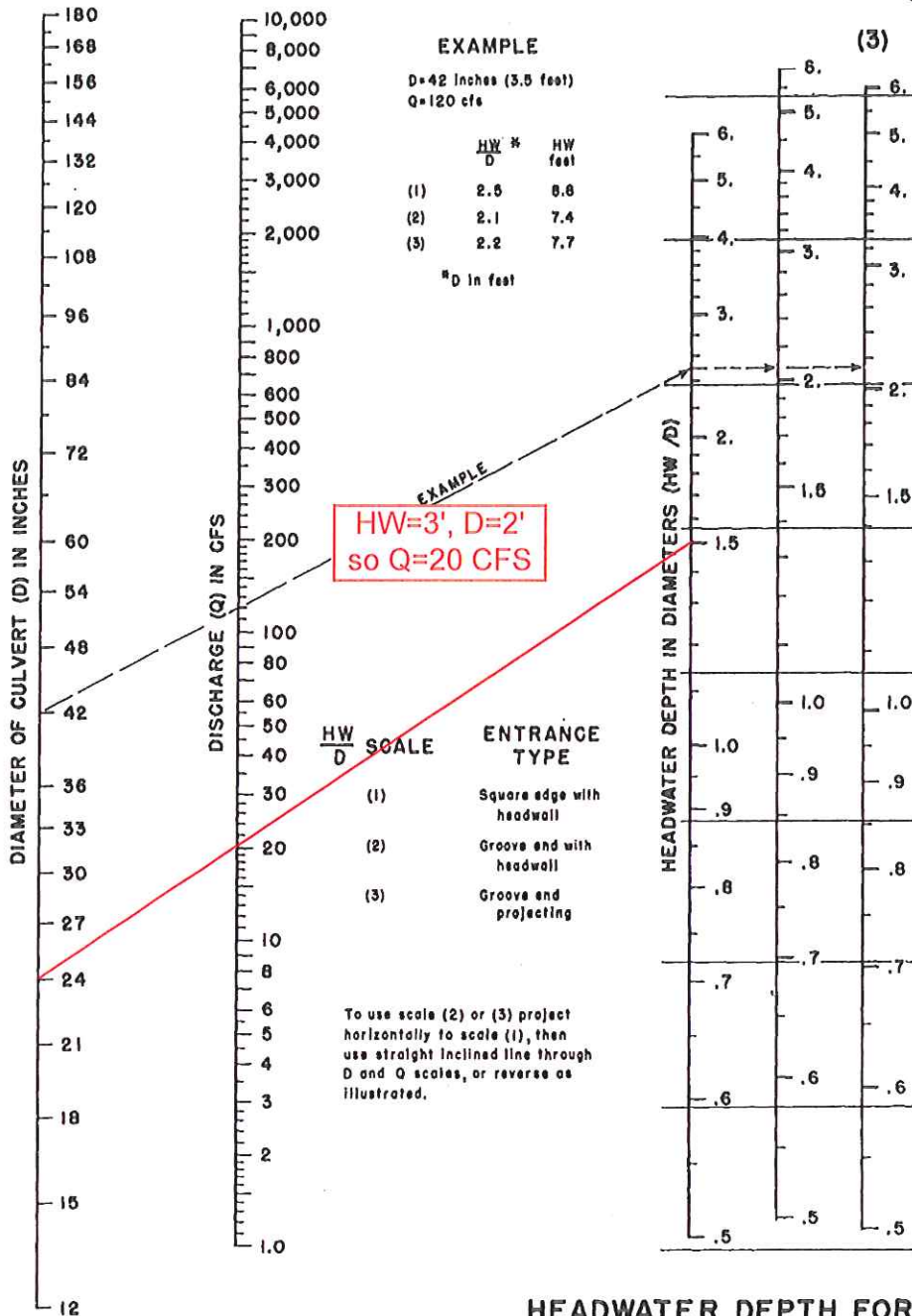
- The proposed lodge will extend over an area that is currently covered in asphalt, stairs, rock walls and gravel, so the anticipated increase in impervious area is considered negligible.
- Since the original drainage report was completed, the gravel driveways and parking lots have been converted to asphalt and concrete paved surfaces. Based on rough calculations, the overall increase in onsite and offsite runoff with the paved areas is approximately 10.3% for the calculated 100-year flows, as compared to the 7.9% increase for the original development.
- *Based on an inquiry from the Town of Grand Lake Planning Commission, it was discovered that the original drainage study did not include capacity analyses of the two downstream culverts that convey the majority of stormwater from the Project site. (added 03/27/18)*

Based on the results of the original study and the proposed development, the following conclusions were drawn:

- The proposed drainage basin areas and flows in the original drainage report appear to be in general compliance with the actual on-site and off-site drainage basins, except as noted above (i.e. asphalt surfacing).

- *While Bowman did not verify the original drainage basin delineations, assumptions, and calculations contained in the original drainage study, we did run a capacity analyses of the two downstream culverts (a 2'x2' box and a 24" circular culvert) which revealed that the 24" culvert is substandard to safely convey the 100-year historic design flow calculated in the original drainage study (as required by Chapter 11, Article 2, 8(a) in the current Town Regulations). This 24" culvert was presumably installed prior to any development taking place at the Gateway Inn. According to the original drainage study the (pre-development) historic flow being conveyed to this culvert was approximately 26.0 cfs while the capacity of the existing 24" culvert (under inlet control) was estimated at 20 cfs (see attached highway culvert nomograph). The original drainage study estimated the developed flows being conveyed to this culvert with gravel road and parking surfacing at 27.7 cfs, with recent estimates at 28.1 cfs with asphalt surfacing. (added 03/27/18)*

# CHART 1B



## HEADWATER DEPTH FOR CONCRETE PIPE CULVERTS WITH INLET CONTROL

HEADWATER SCALES 2 & 3  
REVISED MAY 1964

BUREAU OF PUBLIC ROADS JAN. 1963

April 20, 2018

Dan Roussin  
Access management Unit  
222 South Sixth St, Room 100  
Grand Junction, CO 81501  
[Daniel.Roussin@state.co.us](mailto:Daniel.Roussin@state.co.us)

Re: Gateway Inn Improvements - Grand Lake, Co

Dear Dan,

We are writing this letter to confirm the need for an access permit at the intersection of Lake Ave and Highway 34 (MM 14.75) for the Gateway Inn expansion project. The project in Grand Lake, CO includes an addition of 14 hotel rooms to the existing 32, totaling 46 rooms. We have attached detailed traffic data counts performed between April 1<sup>st</sup> and April 14<sup>th</sup>, this data was used to estimate existing and future traffic at the access on Highway 34 at the Lake Ave Intersection.

It shall be noted that a right turn deceleration, left turn deceleration and a left turn acceleration lane currently exist at this intersection.

The following is a summary of existing and future traffic as shown on the attached table:

Current estimated annual average daily traffic (AADT):	91 Trips
<u>Future estimated annual average daily traffic (AADT):</u>	<u>104 Trips</u>
Traffic Increase:	14.0%

**The Gateway Inn Improvements will result in a 14.0% (20yr projection) annual traffic increase at the Lake Ave and Highway 34 intersection.**

Because this increase is less than 20% an updated access permit with CDOT should not be required for this expansion project. Please let us know if you agree with our determination.

If you have any questions please let us know.

Sincerely,



Tim Gagnon, P.E.  
Branch Manager



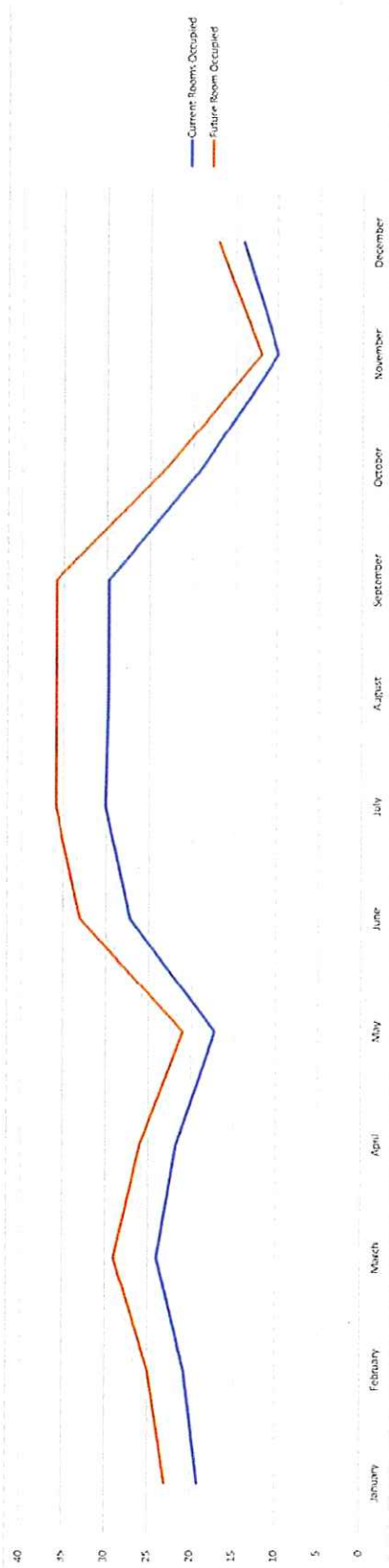


# VICINITY MAP

SCALE= N.T.S.

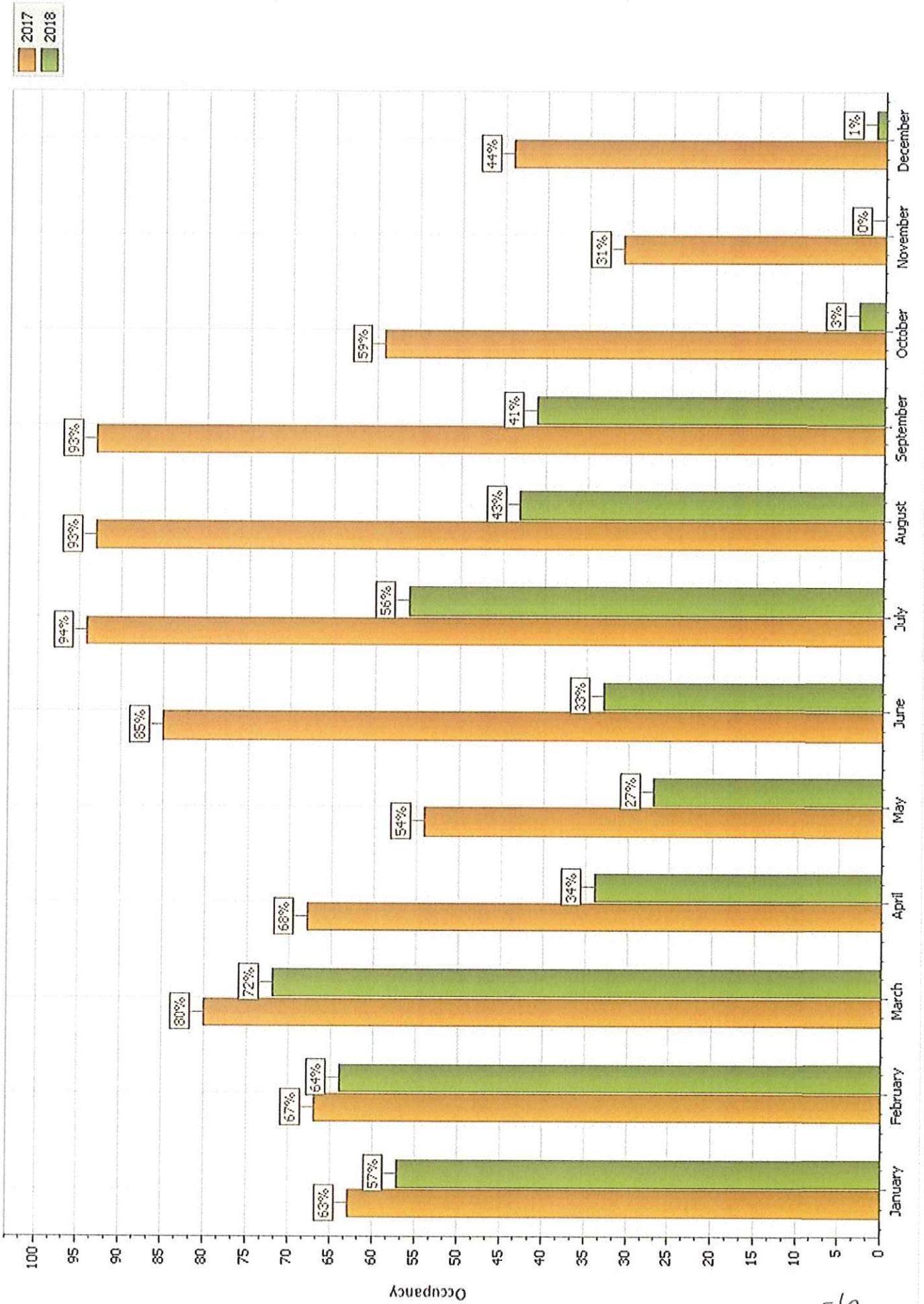
# Traffic Analysis at Lake Ave

	January	February	March	April	May	June	July	August	September	October	November	December	
<b>Current Rooms Occupied</b>	19	21	24	22	17	27	30	30	30	19	10	14	
Current Occupancy	60%	65%	75%	68%	54%	85%	94%	93%	93%	59%	31%	44%	
Staff Trips (Half use Lake Ave)	10	10	10	10	10	15	15	15	15	10	10	10	<b>Annual Total Avg. Trips</b>
Adjacent property Trips	15	15	15	15	15	23	23	23	23	15	15	15	91
Weekday Daily Trips	87	92	102	95	81	125	134	133	133	86	57	70	
Weekend Daily Trips	72	76	83	78	67	104	111	110	110	71	49	59	
<b>Rooms Occupied (Growth Added)</b>	23	25	29	26	21	33	36	36	36	23	12	17	
Future Occupancy (Based on 46 Rooms)	50%	54%	63%	57%	46%	72%	78%	78%	78%	50%	26%	37%	
Staff Trips (Half use Lake Ave)	10	10	10	10	10	15	15	15	15	10	10	10	<b>Annual Total Avg. Trips</b>
Adjacent prop. Trips (No Growth Added)	15	15	15	15	15	23	23	23	23	15	15	15	104
Weekday Daily Trips	99	106	119	109	93	144	154	154	154	99	64	80	
Weekend Daily Trips	81	86	96	88	76	118	125	125	125	81	54	66	
Increase in Trips @ Lake Ave	14%	16%	15%	14%	14%	14%	14%	15%	15%	15%	11%	13%	14.0%



- Notes:
- Occupancy Rates based on attached Occupancy data (from 2017 & 1st quarter of 2018)
  - Maximum future occupancy is an additional 14 rooms, total 46 rooms
  - Daily Trip factor based on data summarized on attached Raw Traffic Data Summary (weekend trips = 3.22/room, weekday trips = 2.44/room)
  - Occupancy growth factor = 1.15% from CDOT traffic data
  - Based on owner input, there will be no future increase in staff trips due to increase in rooms

# Total Occupancy





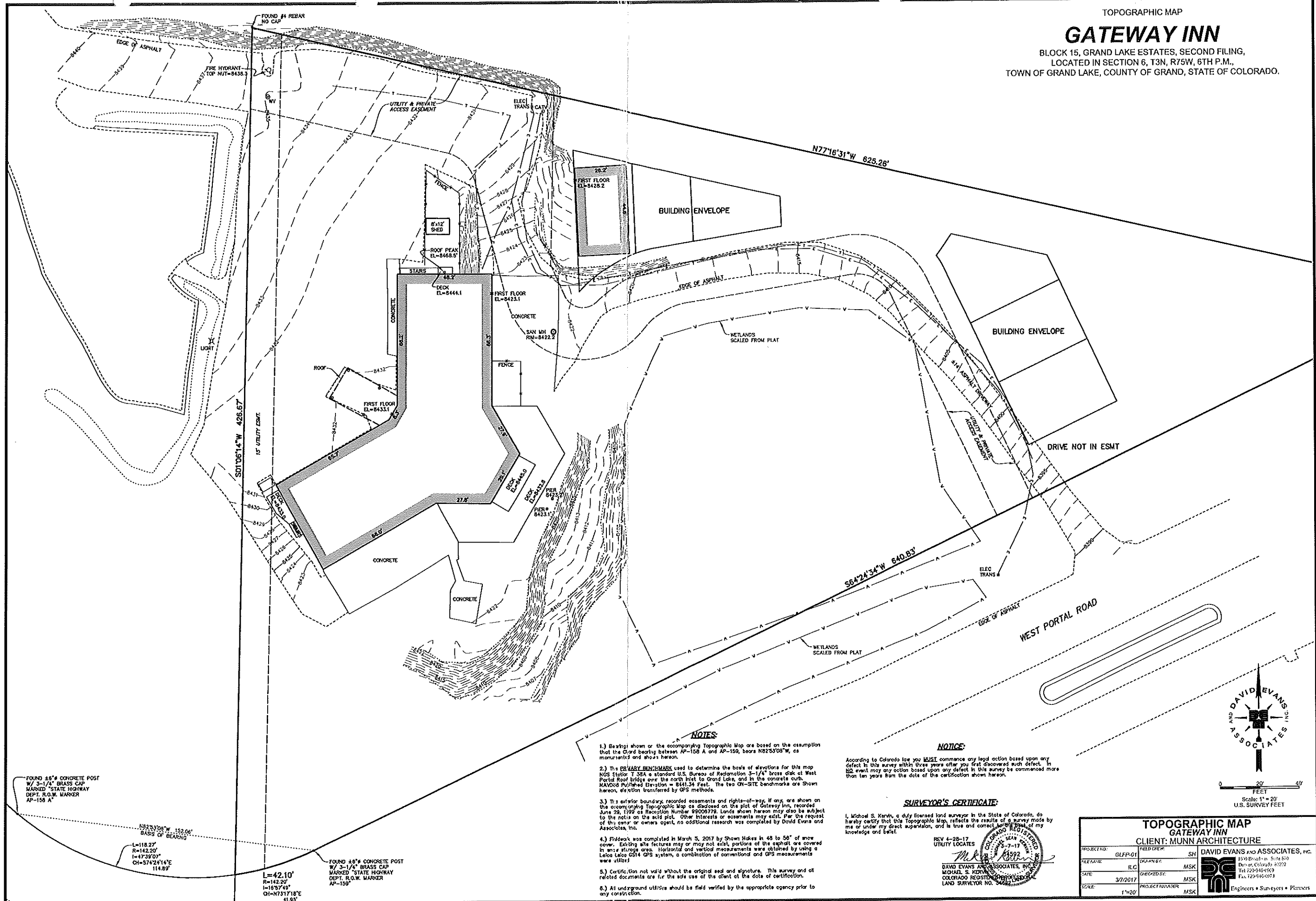
## Raw Traffic Data Summary

Current Rooms		32				
April 1st (Sunday)	Total Daily Traffic	126		Total Daily Traffic	120	
	Lake Ave Entrance	67	53%	Lake Ave Entrance	63	53%
	West Portal Entrance	59	47%	West Portal Entrance	57	48%
	Staff	22		Staff	22	
	Lake Ave Entrance (Minus Staff)	55		Lake Ave Entrance (Minus Staff)	51	
	West Portal Entrance (Minus Staff)	49		West Portal Entrance (Minus Staff)	47	
	Previous Night Occupancy	91%	Avg	Previous Night Occupancy	88%	Avg
	Current Night Occupancy	31%	61%	Current Night Occupancy	29%	59%
	Rooms Occupied	20		Rooms Occupied	19	
	Trips per Occupied room @ Lake Ave	2.73		Trips per Occupied room	2.71	
Total Daily Trips with Staff @ Lake Ave	67		Total Daily Trips with Staff	63		
April 2nd (Monday)	Total Daily Traffic	76		Total Daily Traffic	83	
	Lake Ave Entrance	37	49%	Lake Ave Entrance	42	51%
	West Portal Entrance	39	51%	West Portal Entrance	41	49%
	Staff	20		Staff	20	
	Lake Ave Entrance (Minus Staff)	27		Lake Ave Entrance (Minus Staff)	32	
	West Portal Entrance (Minus Staff)	29		West Portal Entrance (Minus Staff)	31	
	Previous Night Occupancy	31%	Avg	Previous Night Occupancy	29%	Avg
	Current Night Occupancy	31%	31%	Current Night Occupancy	28%	29%
	Rooms Occupied	10		Rooms Occupied	10	
	Trips per Occupied room	2.73		Trips per Occupied room	3.19	
Total Daily Trips with Staff	37		Total Daily Trips with Staff	42		
April 3rd (Tuesday)	Total Daily Traffic	107		Total Daily Traffic	86	
	Lake Ave Entrance	52	49%	Lake Ave Entrance	40	47%
	West Portal Entrance	55	51%	West Portal Entrance	46	53%
	Staff	20		Staff	20	
	Lake Ave Entrance (Minus Staff)	42		Lake Ave Entrance (Minus Staff)	31	
	West Portal Entrance (Minus Staff)	45		West Portal Entrance (Minus Staff)	35	
	Previous Night Occupancy	31%	Avg	Previous Night Occupancy	28%	Avg
	Current Night Occupancy	36%	34%	Current Night Occupancy	28%	28%
	Rooms Occupied	11		Rooms Occupied	9	
	Trips per Occupied room	3.84		Trips per Occupied room	3.41	
Total Daily Trips with Staff	52		Total Daily Trips with Staff	40		
April 4th (Wednesday)	Total Daily Traffic	76		Total Daily Traffic	77	
	Lake Ave Entrance	37	49%	Lake Ave Entrance	39	51%
	West Portal Entrance	39	51%	West Portal Entrance	38	49%
	Staff	14		Staff	14	
	Lake Ave Entrance (Minus Staff)	30		Lake Ave Entrance (Minus Staff)	32	
	West Portal Entrance (Minus Staff)	22		West Portal Entrance (Minus Staff)	31	
	Previous Night Occupancy	36%	Avg	Previous Night Occupancy	28%	Avg
	Current Night Occupancy	38%	37%	Current Night Occupancy	28%	28%
	Rooms Occupied	12		Rooms Occupied	9	
	Trips @ Lake Ave per Occupied room	2.51		Trips @ Lake Ave per Occupied room	3.55	
Total Daily Trips with Staff	37		Total Daily Trips with Staff	39		
April 5th (Thursday)	Total Daily Traffic	84		Total Daily Traffic	82	
	Lake Ave Entrance	38	45%	Lake Ave Entrance	40	49%
	West Portal Entrance	46	55%	West Portal Entrance	42	51%
	Staff	14		Staff	14	
	Lake Ave Entrance (Minus Staff)	32		Lake Ave Entrance (Minus Staff)	33	
	West Portal Entrance (Minus Staff)	38		West Portal Entrance (Minus Staff)	35	
	Previous Night Occupancy	38%	Avg	Previous Night Occupancy	28%	Avg
	Current Night Occupancy	25%	32%	Current Night Occupancy	28%	28%
	Rooms Occupied	11		Rooms Occupied	9	
	Trips @ Lake Ave per Occupied room	2.84		Trips @ Lake Ave per Occupied room	3.69	
Total Daily Trips with Staff	38		Total Daily Trips with Staff	40		
April 6th (Friday)	Total Daily Traffic	91		Total Daily Traffic	99	
	Lake Ave Entrance	47	52%	Lake Ave Entrance	53	54%
	West Portal Entrance	44	48%	West Portal Entrance	46	46%
	Staff	22		Staff	18	
	Lake Ave Entrance (Minus Staff)	36		Lake Ave Entrance (Minus Staff)	43	
	West Portal Entrance (Minus Staff)	33		West Portal Entrance (Minus Staff)	38	
	Previous Night Occupancy	25%	Avg	Previous Night Occupancy	28%	Avg
	Current Night Occupancy	52%	39%	Current Night Occupancy	70%	49%
	Rooms Occupied	13		Rooms Occupied	16	
	Trips @ Lake Ave per Occupied room	2.74		Trips @ Lake Ave per Occupied room	2.71	
Total Daily Trips with Staff	47		Total Daily Trips with Staff	53		
April 7th (Saturday)	Total Daily Traffic	111		Total Daily Traffic	118	
	Lake Ave Entrance	56	50%	Lake Ave Entrance	59	50%
	West Portal Entrance	55	50%	West Portal Entrance	59	50%
	Staff	22		Staff	24	
	Lake Ave Entrance (Minus Staff)	45		Lake Ave Entrance (Minus Staff)	47	
	West Portal Entrance (Minus Staff)	44		West Portal Entrance (Minus Staff)	47	
	Previous Night Occupancy	52%	Avg	Previous Night Occupancy	70%	Avg
	Current Night Occupancy	88%	70%	Current Night Occupancy	94%	82%
	Rooms Occupied	23		Rooms Occupied	27	
	Trips @ Lake Ave per Occupied room	1.95		Trips @ Lake Ave per Occupied room	1.74	
Total Daily Trips with Staff	56		Total Daily Trips with Staff	59		
Average Weekday Trips Per Room (Mon-Thurs)		3.22		Average Weekday Daily Trips With Staff (Mon-Thurs)		41
Average Weekend Trips Per Room (Fri-Sun)		2.44		Average Weekend Trips With Staff (Fri-Sun)		58

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# GATEWAY INN

BLOCK 15, GRAND LAKE ESTATES, SECOND FILING,  
LOCATED IN SECTION 6, T3N, R75W, 6TH P.M.,  
TOWN OF GRAND LAKE, COUNTY OF GRAND, STATE OF COLORADO.



- NOTES:**
- 1.) Bearings shown on the accompanying Topographic Map are based on the assumption that the Grid bearing between AP-158 A and AP-159, bears N82°53'08"W, as monumented and shown hereon.
  - 2.) The PRIMARY BENCHMARK used to determine the basis of elevations for this map is NGS Station T 38A a standard U.S. Bureau of Reclamation 3-1/4" brass disk at West Portal Road bridge over the north inlet to Grand Lake, and in the concrete curb. MAXIMUM PUBLISHED Elevation = 8441.34 Feet. The two ON-SITE benchmarks are shown hereon, elevation transferred by GPS methods.
  - 3.) The exterior boundary, recorded easements and rights-of-way, if any, are shown on the accompanying Topographic Map as disclosed on the plot of Gateway Inn, recorded June 29, 1999 as Recession Number 99006779. Lands shown hereon may also be subject to the notes on the said plot. Other interests or encumbrances may exist. Per the request of this owner or owners agent, no additional research was completed by David Evans and Associates, Inc.
  - 4.) Fieldwork was completed in March 5, 2017 by Shawn Hakes in 45 to 56' of snow cover. Existing site features may or may not exist, portions of the asphalt are covered in snow storage area. Horizontal and vertical measurements were obtained by using a Leica total station GPS system, a combination of conventional and GPS measurements were utilized.
  - 5.) Certification not valid without the original seal and signature. This survey and all related documents are for the sole use of the client at the date of certification.
  - 6.) All underground utilities should be field verified by the appropriate agency prior to any construction.

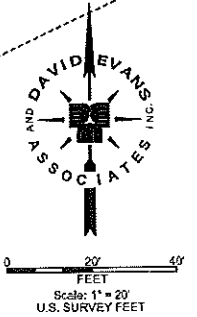
**NOTICE:**  
According to Colorado law you MUST commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

### SURVEYOR'S CERTIFICATE:

I, Michael S. Kerwin, a duly licensed land surveyor in the State of Colorado, do hereby certify that this Topographic Map, reflects the results of a survey made by me or under my direct supervision, and is true and correct, within the limits of my knowledge and belief.

REV 4-28-17  
UTILITY LOCATES

*Michael S. Kerwin*  
DAVID EVANS AND ASSOCIATES, INC.  
MICHAEL S. KERWIN  
COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR NO. 54022



TOPOGRAPHIC MAP			
GATEWAY INN			
CLIENT: MUNN ARCHITECTURE			
PROJECT NO:	GLFP-01	FIELD CREW:	SH
DATE:	3/7/2017	DESIGNED BY:	MSK
SCALE:	1"=20'	PROJECT MANAGER:	MSK

DAVID EVANS AND ASSOCIATES, INC.  
1590 Brockton, Suite 500  
Denver, Colorado 80222  
Tel: 720-946-0993  
Fax: 720-946-0973  
Engineers • Surveyors • Planners

# GATEWAY INN

A 2ND AMENDMENT TO PLANNED DEVELOPMENT OF  
BLOCK 15, GRAND LAKE ESTATES, SECOND FILING,  
LOCATED IN SECTION 6, T3N, R75W, 6TH P.M.,  
TOWN OF GRAND LAKE, COUNTY OF GRAND, STATE OF COLORADO.

### BENCHMARK:

THE PRIMARY BENCHMARK USED TO DETERMINE THE BASIS OF ELEVATIONS FOR THIS MAP WAS STATION 138 A STANDARD BUREAU OF RECLAMATION 3-1/4" BRASS DISK AT WEST PORTAL ROAD BRIDGE OVER THE NORTH INLET TO GRAND LAKE, AND IN THE CONCRETE CURB. NAVD83 PUBLISHED ELEVATION = 6441.34 FEET.

### BASIS OF BEARING:

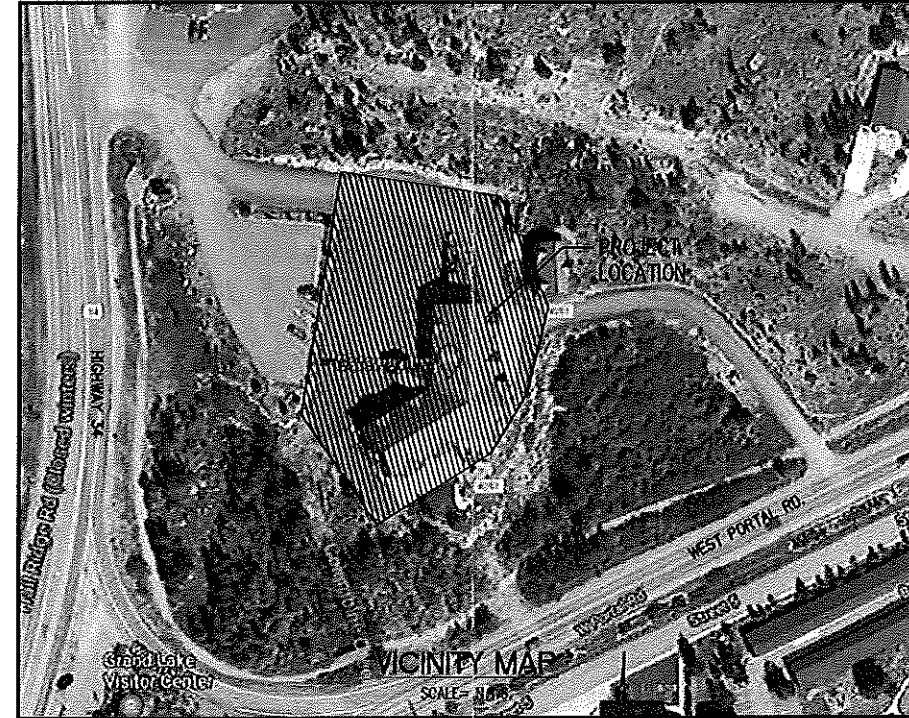
BEARINGS SHOWN ON THE ACCOMPANYING TOPOGRAPHIC MAP ARE BASED ON THE ASSUMPTION THAT THE CHORD BEARING BETWEEN AP-158 A AND AP-159, BEARS N82°33'08"W, AS MONUMENTED AND SHOWN HEREON.

### GENERAL NOTES:

- ALL MATERIALS, WORKMANSHIP, AND CONSTRUCTION IMPROVEMENTS SHALL MEET OR EXCEED THE STANDARDS AND SPECIFICATIONS FROM THE TOWN OF GRAND LAKE, THE THREE LAKES WATER AND SANITATION DISTRICT, AND APPLICABLE STATE AND FEDERAL REGULATIONS. WHERE THERE IS CONFLICT BETWEEN THESE PLANS AND THESE STANDARDS OR ANY APPLICABLE STANDARDS, THE HIGHER QUALITY STANDARD SHALL APPLY. WORK SHALL BE INSPECTED AND APPROVED BY THE TOWN OF GRAND LAKE.
- THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE.
- THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL VERIFY PERTINENT LOCATIONS AND ELEVATIONS, ESPECIALLY AT CONNECTION POINTS AND AT POTENTIAL UTILITY CONFLICTS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES THAT CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.
- THE CONTRACTOR SHALL COORDINATE AND COOPERATE WITH THE TOWN AND ALL UTILITY COMPANIES INVOLVED WITH REGARD TO RELOCATIONS OR ADJUSTMENTS OF EXISTING UTILITIES DURING CONSTRUCTION AND TO ASSURE THAT THE WORK IS ACCOMPLISHED IN A TIMELY FASHION AND WITH A MINIMUM DISRUPTION OF SERVICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL PARTIES AFFECTED BY ANY DISRUPTION OF ANY UTILITY SERVICE.
- THE CONTRACTOR SHALL HAVE ONE (1) SIGNED COPY OF THE APPROVED PLANS, ONE (1) COPY OF THE APPROPRIATE CRITERIA AND SPECIFICATIONS, AND A COPY OF ANY PERMITS AND EXTENSION AGREEMENTS NEEDED FOR THE JOB ON-SITE AT ALL TIMES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ASPECTS OF SAFETY INCLUDING, BUT NOT LIMITED TO, EXCAVATION, TRENCHING, SHORING, TRAFFIC CONTROL, AND SECURITY.
- IF DURING THE CONSTRUCTION PROCESS CONDITIONS ARE ENCOUNTERED WHICH COULD INDICATE A SITUATION THAT IS NOT IDENTIFIED IN THE PLANS OR SPECIFICATIONS, THE CONTRACTOR SHALL CONTACT THE ENGINEER IMMEDIATELY.
- ALL REFERENCES TO ANY PUBLISHED STANDARDS SHALL REFER TO THE LATEST REVISION OF SAID STANDARD UNLESS SPECIFICALLY STATED OTHERWISE.
- THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN IN ACCORDANCE WITH MUTCD TO THE APPROPRIATE RIGHT-OF-WAY AUTHORITY (TOWN, COUNTY OR STATE) FOR APPROVAL PRIOR TO ANY CONSTRUCTION ACTIVITIES WITHIN OR AFFECTING THE RIGHT-OF-WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ANY AND ALL TRAFFIC CONTROL DEVICES AS MAY BE REQUIRED BY THE CONSTRUCTION ACTIVITIES.
- THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL LABOR AND MATERIALS NECESSARY FOR THE COMPLETION OF THE INTENDED IMPROVEMENTS SHOWN ON THESE DRAWINGS OR AS DESIGNATED TO BE PROVIDED, INSTALLED, OR CONSTRUCTED UNLESS SPECIFICALLY NOTED OTHERWISE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING ROADWAYS FREE AND CLEAR OF ALL CONSTRUCTION DEBRIS AND DIRT TRACKED FROM THE SITE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING AS-BUILT INFORMATION ON A SET OF RECORD DRAWINGS KEPT ON THE CONSTRUCTION SITE AND AVAILABLE TO THE TOWN AND ENGINEER AT ALL TIMES.
- DIMENSIONS FOR LAYOUT AND CONSTRUCTION ARE NOT TO BE SCALED FROM ANY DRAWING. IF PERTINENT DIMENSIONS ARE NOT SHOWN, CONTACT THE CONSULTANT ENGINEER FOR CLARIFICATION AND ANNOTATE THE DIMENSION ON THE AS-BUILT RECORD DRAWINGS.
- THE CONTRACTOR SHALL COMPLY WITH ALL TERMS AND CONDITIONS OF THE COLORADO PERMIT FOR STORM WATER DISCHARGE, THE STORM WATER MANAGEMENT PLAN, AND THE EROSION CONTROL PLAN.
- ALL STRUCTURAL EROSION CONTROL MEASURES SHALL BE INSTALLED AT THE LIMITS OF CONSTRUCTION PRIOR TO ANY OTHER EARTH-DISTURBING ACTIVITY. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED IN GOOD REPAIR BY THE CONTRACTOR UNTIL SUCH TIME AS THE ENTIRE DISTURBED AREA IS STABILIZED WITH HARD SURFACE OR LANDSCAPING.
- THE CONTRACTOR SHALL SEQUENCE INSTALLATION OF UTILITIES IN SUCH A MANNER AS TO MINIMIZE POTENTIAL UTILITY CONFLICTS. IN GENERAL, STORM SEWER AND SANITARY SEWER SHOULD BE CONSTRUCTED PRIOR TO INSTALLATION OF THE WATER LINES AND DRY UTILITIES.
- THERE SHALL BE NO SITE CONSTRUCTION ACTIVITIES ON SATURDAYS UNLESS SPECIFICALLY APPROVED BY THE OWNER AND NO SITE CONSTRUCTION ACTIVITIES ON SUNDAYS OR HOLIDAYS UNLESS THERE IS PRIOR WRITTEN APPROVAL BY THE OWNER.
- NO SOLID OBJECT (EXCLUDING FIRE HYDRANTS AND TRAFFIC CONTROL DEVICES AND TRAFFIC SIGNS) EXCEEDING THIRTY (30) INCHES IN HEIGHT ABOVE THE FLOWLINE ELEVATION OF THE ADJACENT STREET, INCLUDING BUT NOT LIMITED TO BUILDINGS, UTILITY CABINETS, WALLS, FENCES, LANDSCAPE PLANTINGS, DROPS, CUT SLOPES, AND BEAMS, SHALL BE PLACED WITHIN SIGHT DISTANCE LINES AND SIGHT DISTANCE EASEMENTS.
- ALL MATERIALS, WORKMANSHIP, AND CONSTRUCTION IMPROVEMENTS SHALL MEET OR EXCEED THE REQUIREMENTS IN THE GRAND LAKE MUNICIPAL CODE, AND REGULATIONS OF THE GRAND LAKE WATER DEPARTMENT.
- EXISTING SITE SURVEY AND PROPERTY INFORMATION, AS INDICATED ON THE PLAN, WAS PROVIDED BY DAVID EVANS AND ASSOCIATES, INC. ON 03/05/17.

### GENERAL EROSION CONTROL NOTES

- THE CONTRACTOR SHALL REMOVE ALL SEDIMENT, MUD AND CONSTRUCTION DEBRIS THAT MAY ACCUMULATE IN THE FLOWLINES AND PUBLIC RIGHTS-OF-WAY OF THE APPROPRIATE GOVERNING AGENCY AS A RESULT OF THIS CONSTRUCTION PROJECT. SAID REMOVAL SHALL BE CONDUCTED IN A TIMELY MANNER.
- ALL DISTURBED AREAS MUST BE HYDRO-MULCHED W/ TACKIFIER AFTER FINAL GRADE IS REACHED ON ANY PORTION OF THE SITE NOT OTHERWISE PERMANENTLY STABILIZED.
- THE USE OF REBAR, STEEL STAKES, OR STEEL FENCE POSTS TO STAKE DOWN STRAW OR HAY BALES; OR TO SUPPORT SILT FENCE USED AS AN EROSION CONTROL MEASURE; IS PROHIBITED. THE USE OF OSHA APPROVED COLORED WARNING CAPS ON REBAR OR FENCE POSTS USED WITH EROSION CONTROL MEASURES IS NOT ACCEPTABLE.
- IF STOCKPILES ARE LOCATED WITHIN 100 FEET OF A DRAINAGE WAY, ADDITIONAL SEDIMENT CONTROLS SUCH AS TEMPORARY DIKES OR SILT FENCE SHALL BE REQUIRED.
- EROSION BALES SHALL BE PLACED SUCH THAT RUNOFF WILL NOT FLOW BETWEEN, AROUND OR UNDER BALES. BALES TO BE ANCHORED WITH 2" X 2" X 3' WOODEN STAKES OR TWO PER BALE.
- WHEN TEMPORARY SEDIMENT AND EROSION CONTROL MEASURES ARE TO BE REMOVED, ANY SILT AND SEDIMENT DEPOSITS SHALL BE REMOVED AND SPREAD EVENLY IN OPEN AREAS.
- BEST MANAGEMENT PRACTICES (BMP) DETAILS SHOWN ON THESE PLANS ARE CONCEPTUAL ONLY. ADJUST AS NECESSARY TO FIT FIELD CONDITIONS.
- TEMPORARY SEDIMENT BASINS SHALL BE USED DURING CONSTRUCTION TO CONTAIN ALL RUNOFF FROM THE SITE. IF TRENCH DENATURING OR GROUND WATER REMOVAL IS REQUIRED, THE SEDIMENT POND OR OTHER APPROVED MEANS SHALL BE USED TO DETAIN ALL WATER PUMPED BY THESE OPERATIONS.
- THE CONTRACTOR SHALL SUBMIT A SCHEDULE OF CONSTRUCTION, GRADING AND LANDSCAPING, INCLUDING THE NAME AND 24 HOUR PHONE NUMBER OF THE RESPONSIBLE PARTY TO CONTACT REGARDING ANY EROSION OR SEDIMENT PROBLEM TO THE APPROPRIATE GOVERNING AGENCY PRIOR TO BEGINNING ANY CONSTRUCTION.
- EROSION CONTROL MEASURES TO BE COORDINATED WITH CONSTRUCTION MANAGER.
- EROSION AND SEDIMENT CONTROL SHALL BE INSTALLED IN ACCORDANCE WITH REGULATIONS OF THE APPROPRIATE GOVERNING AGENCY.



### SHEET INDEX

C0.0	COVER SHEET
C1.0	EXISTING CONDITIONS & DEMOLITION PLAN
C1.1	SITE & HORIZONTAL CONTROL PLAN
C2.0	UTILITY PLAN
C3.0	GRADING, DRAINAGE, & EROSION CONTROL PLAN
C4.0	VEHICLE TURNING TEMPLATE

### DESIGN ENGINEER APPROVAL

THESE CONSTRUCTION PLANS FOR THE GATEWAY INN ADDITION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH THE REQUIREMENTS OF THE TOWN OF GRAND LAKE.

R. TIMOTHY GAGNON, PE NO. 35765  
FOR AND ON BEHALF OF BOWMAN CONSULTING

DATE \_\_\_\_\_



Know what's below.  
Call before you dig.

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Fraser, CO 80442

REVISION	DATE	DESCRIPTION

COVER SHEET  
GATEWAY INN  
ADDITION

COLORADO  
GRAND LAKE

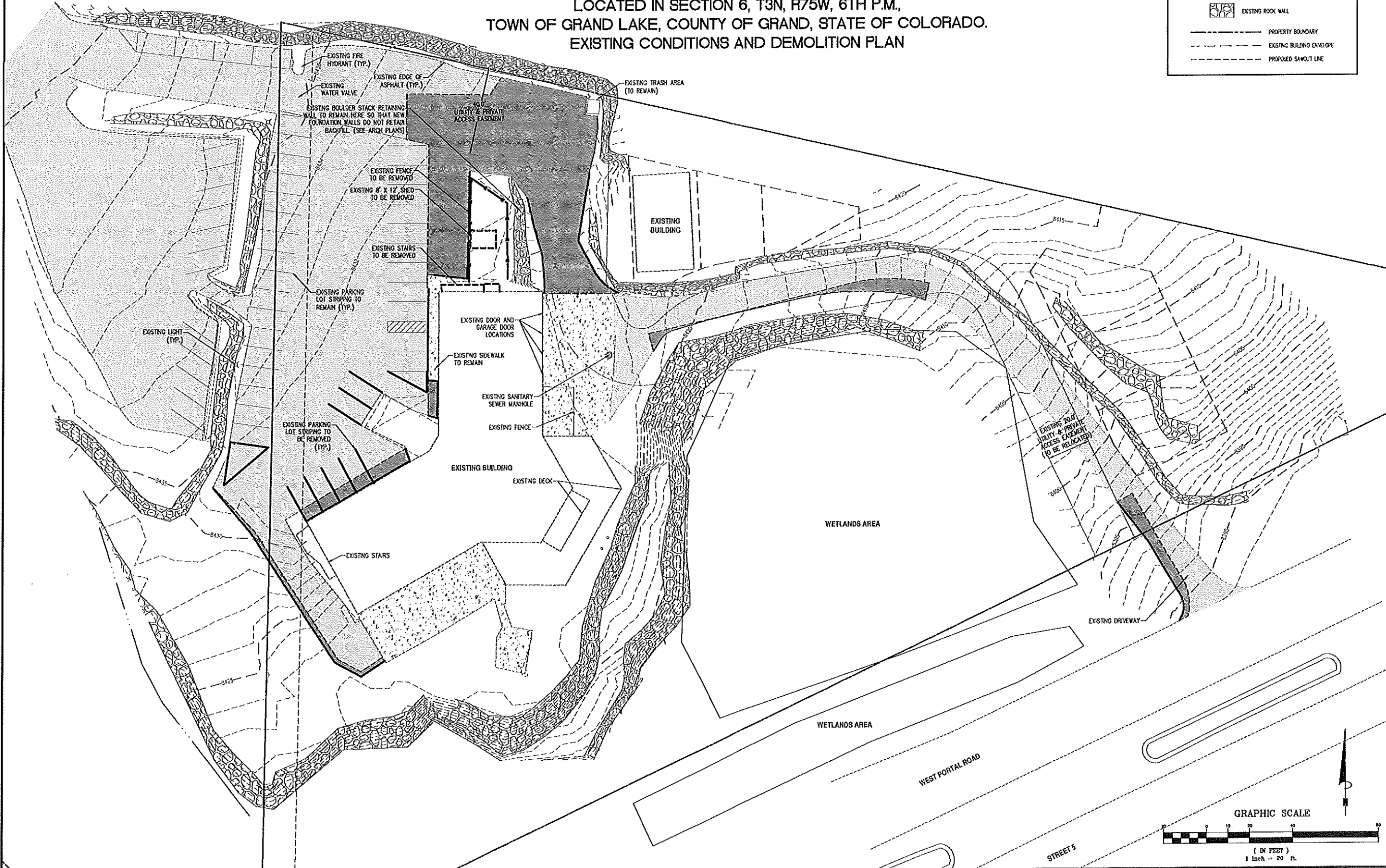
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JOB No.	020234-01-002	
DATE	03/14/2018	
SHEET	C0.0	

# GATEWAY INN

A 2ND AMENDMENT TO PLANNED DEVELOPMENT OF  
 BLOCK 15, GRAND LAKE ESTATES, SECOND FILING,  
 LOCATED IN SECTION 6, T3N, R75W, 6TH P.M.,  
 TOWN OF GRAND LAKE, COUNTY OF GRAND, STATE OF COLORADO.  
 EXISTING CONDITIONS AND DEMOLITION PLAN

LEGEND	
	EXISTING ASPHALT SURFACE
	EXISTING ASPHALT SURFACE TO BE REMOVED
	EXISTING CONCRETE SURFACE
	EXISTING ROCK WALL
	PROPERTY BOUNDARY
	EXISTING BUILDING ENVELOPE
	PROPOSED SAWOUT LINE

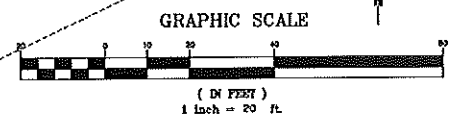


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REVISION	DATE	DESCRIPTION

EXISTING CONDITIONS & DEMOLITION PLAN  
 GATEWAY INN  
 ADDITION  
 COLORADO  
 GRAND LAKE

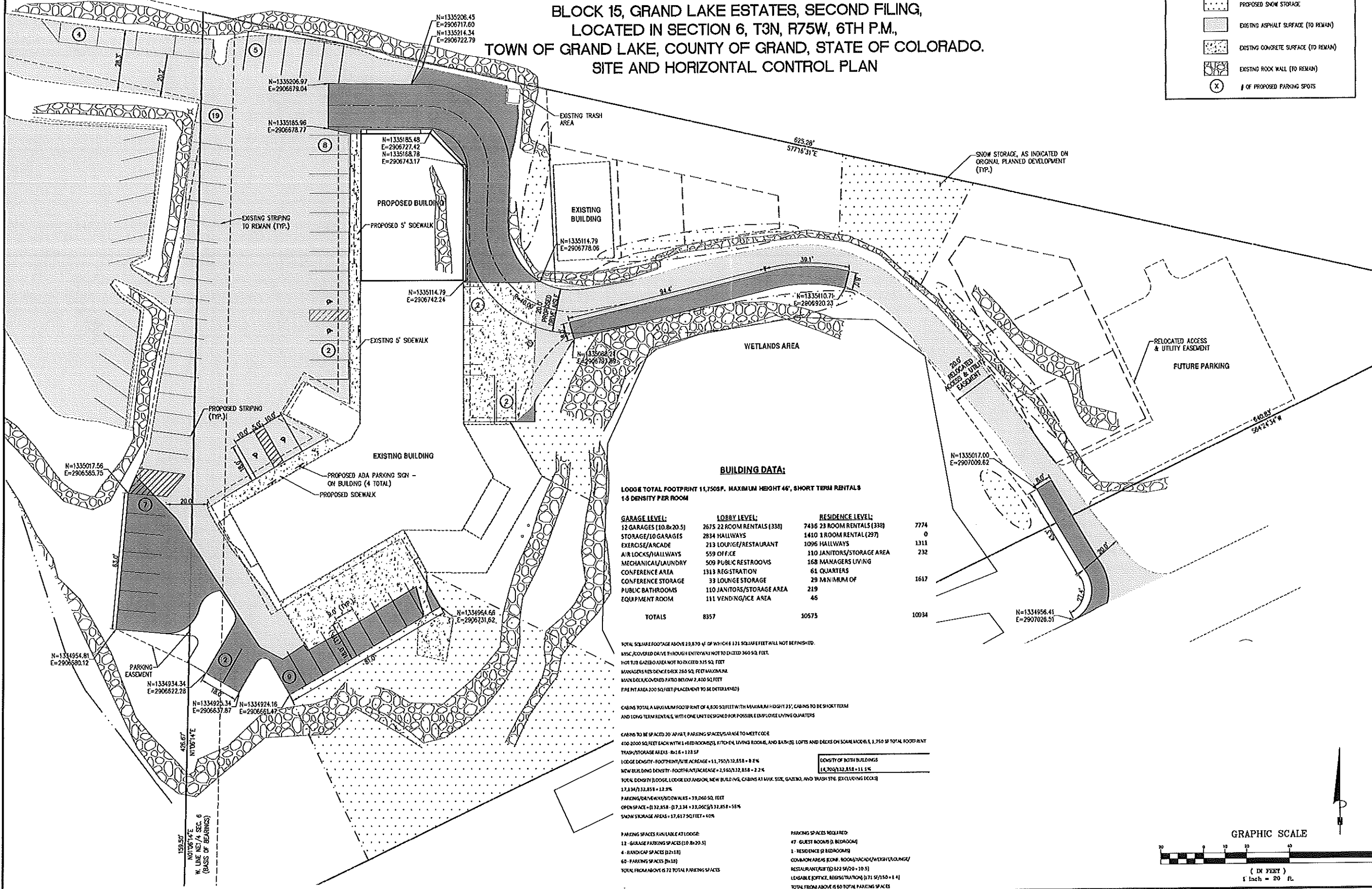
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# GATEWAY INN

A 2ND AMENDMENT TO PLANNED DEVELOPMENT OF  
 BLOCK 15, GRAND LAKE ESTATES, SECOND FILING,  
 LOCATED IN SECTION 6, T3N, R75W, 6TH P.M.,  
 TOWN OF GRAND LAKE, COUNTY OF GRAND, STATE OF COLORADO.  
 SITE AND HORIZONTAL CONTROL PLAN

LEGEND	
	PROPOSED ASPHALT SURFACE
	PROPOSED CONCRETE SURFACE
	PROPOSED SNOW STORAGE
	EXISTING ASPHALT SURFACE (TO REMAIN)
	EXISTING CONCRETE SURFACE (TO REMAIN)
	EXISTING ROCK WALL (TO REMAIN)
	# OF PROPOSED PARKING SPOTS



**BUILDING DATA:**

LODGE TOTAL FOOTPRINT 11,750SF, MAXIMUM HEIGHT 46', SHORT TERM RENTALS 1-5 DENSITY PER ROOM

LEVEL	DESCRIPTION	AREA (SF)	COUNT
GARAGE LEVEL:	12 GARAGES (10.8x20.5)	216	12
	STORAGE/10 GARAGES	2834	
	EXERCISE/ARCADE	213	
	AIR LOCKS/HALLWAYS	559	
	MECHANICAL/LAUNDRY	509	
	CONFERENCE AREA	1313	
	CONFERENCE STORAGE	33	
	PUBLIC BATHROOMS	110	
	EQUIPMENT ROOM	111	
	TOTALS		8357
LOBBY LEVEL:	2675 22 ROOM RENTALS (338)	2675	2675
	2834 HALLWAYS	2834	
	213 LOU/GE/RESTAURANT	213	
	559 OFFICE	559	
	509 PUBLIC RESTROOMS	509	
	1313 REGISTRATION	1313	
	33 LOUNGE STORAGE	33	
	110 JANITORS/STORAGE AREA	110	
TOTALS		10575	
RESIDENCE LEVEL:	7436 33 ROOM RENTALS (338)	7436	7436
	1410 1 ROOM RENTAL (297)	1410	1410
	1096 HALLWAYS	1096	
	310 JANITORS/STORAGE AREA	310	
	168 MANAGERS LIVING	168	
	61 QUARTERS	61	
	29 MINIMUM OF	29	
	219	219	
	45	45	
	TOTALS		10934

TOTAL SQUARE FOOTAGE ABOVE 23.870' ± OF WHICH 121 SQUARE FEET WILL NOT BE FINISHED.

ASPC COVERED DRIVE THROUGH ENTIREMENT NOT TO EXCEED 360 SQ. FEET.

HOT TUB GAZEBO AREA NOT TO EXCEED 315 SQ. FEET

MANAGERS RESIDENCE DECK 280 SQ. FEET MAXIMUM

MAIN DECK COVERED PATIO BELOW 2,400 SQ. FEET

FIRE PIT AREA 200 SQ. FEET PLACEMENT TO BE DETERMINED

CABINS TOTAL A MAXIMUM FOOTPRINT OF 4,800 SQ FEET WITH MAXIMUM HEIGHT 25'; CABINS TO BE SHORT TERM AND LONG TERM RENTALS, WITH ONE UNIT DESIGNED FOR POSSIBLE EMPLOYEE LIVING QUARTERS

CABINS TO BE SPACED 20' APART, PARKING SPACES/GARAGE TO MEET CODE

600-2000 SQ FEET EACH WITH 1+ BEDROOMS, KITCHEN, LIVING ROOM, AND BATH; LOTS AND DECKS ON SOME BACKS, 1,750 SF TOTAL FOOTPRINT

TRASH/STORAGE AREAS - 8x16 = 128 SF

LODGE DENSITY - FOOTPRINT/ACREAGE = 11,750/13,858 = 0.8%

NEW BUILDING DENSITY - FOOTPRINT/ACREAGE = 2,550/13,858 = 0.18%

TOTAL DENSITY (LODGE + LODGE EXTENSION, NEW BUILDING, CABINS AT MAX. SIZE, GAZEBO, AND TRASH SITE, EXCLUDING DECK)

13,334/13,858 = 0.96%

PARKING/DRIVEWAYS/SIDEWALKS = 39,260 SQ. FEET

OPEN SPACE = (13,858 - (7,134 + 33,056)/3) 32,858 = 58%

SNOW STORAGE AREAS = 17,617 SQ FEET = 12%

PARKING SPACES AVAILABLE AT LODGE:

- 12 - GARAGE PARKING SPACES (10.8x20.5)
- 4 - BAND CAP SPACES (8x18)
- 60 - PARKING SPACES (8x18)
- TOTAL FROM ABOVE IS 72 TOTAL PARKING SPACES

PARKING SPACES REQUIRED:

- 47 - GUEST ROOMS (3 BEDROOM)
- 1 - RESIDENCE (2 BEDROOM)
- COMMON AREAS (CONF. ROOM/STORAGE/WIDENING/LOUNGE)
- RESTAURANT/REGISTRATION 822 SF/20' x 10.5'
- LEASABLE OFFICE, REGISTRATION (171 SF/15'0" x 11.4')
- TOTAL FROM ABOVE IS 60 TOTAL PARKING SPACES

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 Fraser, CO 80442  
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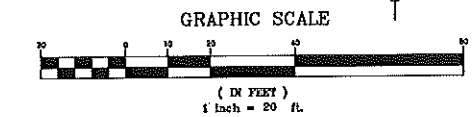
REVISION	DATE	DESCRIPTION

SITE & HORIZONTAL CONTROL PLAN  
 GATEWAY INN  
 ADDITION

COLORADO

GRAND LAKE

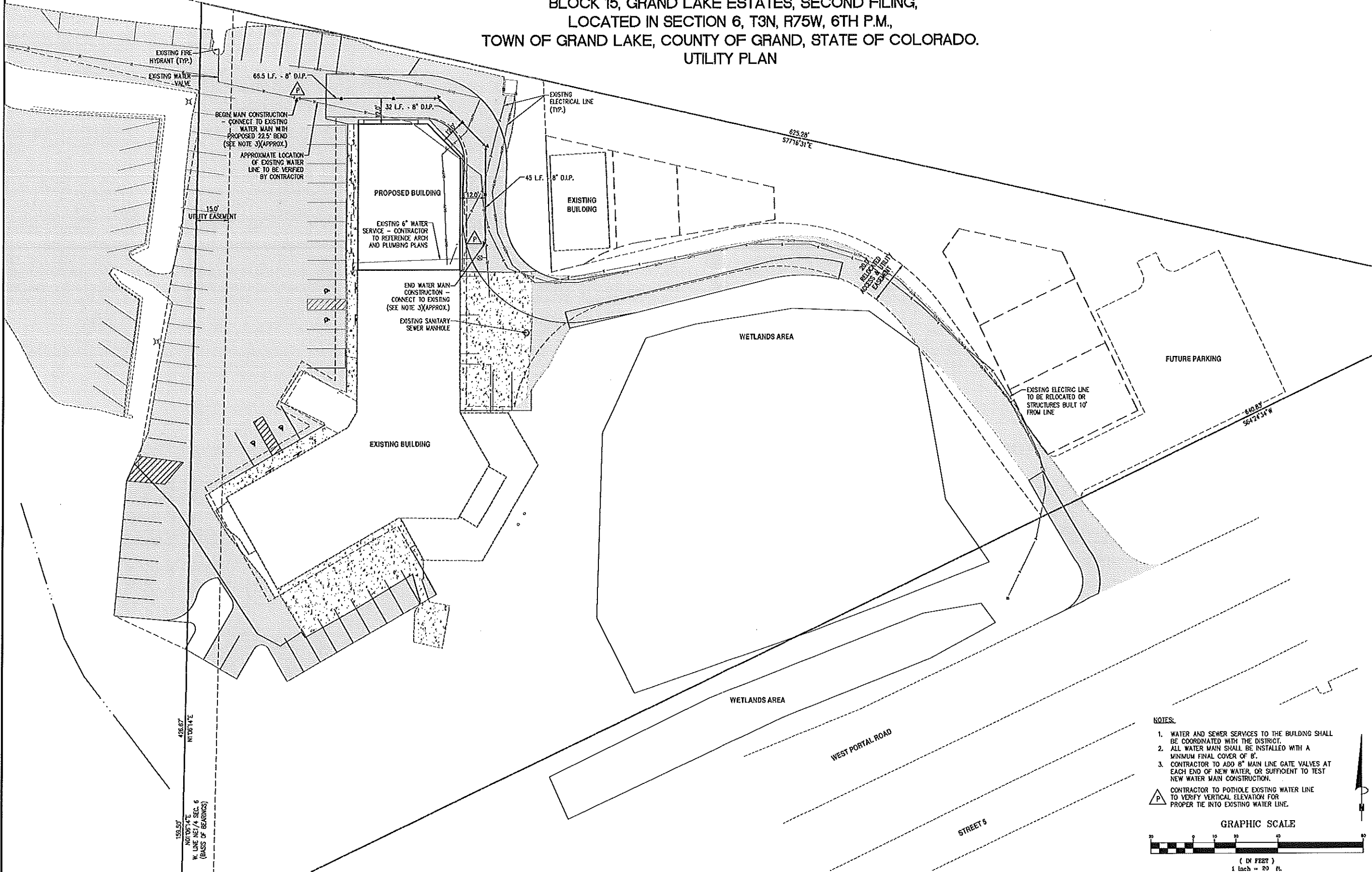
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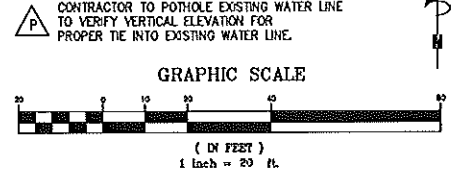
161

# GATEWAY INN

A 2ND AMENDMENT TO PLANNED DEVELOPMENT OF  
 BLOCK 15, GRAND LAKE ESTATES, SECOND FILING,  
 LOCATED IN SECTION 6, T3N, R75W, 6TH P.M.,  
 TOWN OF GRAND LAKE, COUNTY OF GRAND, STATE OF COLORADO.  
 UTILITY PLAN



- NOTES:**
1. WATER AND SEWER SERVICES TO THE BUILDING SHALL BE COORDINATED WITH THE DISTRICT.
  2. ALL WATER MAIN SHALL BE INSTALLED WITH A MINIMUM FINAL COVER OF 6".
  3. CONTRACTOR TO ADD 8" MAIN LINE GATE VALVES AT EACH END OF NEW WATER, OR SUFFICIENT TO TEST NEW WATER MAIN CONSTRUCTION.
- CONTRACTOR TO POTHOLE EXISTING WATER LINE TO VERIFY VERTICAL ELEVATION FOR PROPER TIE INTO EXISTING WATER LINE.



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UTILITY PLAN  
 GATEWAY INN  
 ADDITION

COLORADO

GRAND LAKE

SEAL

**NOT FOR CONSTRUCTION**

DESIGN	DRAWN	CHECKED
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 V: 1" = 10'

JOB No. 020234-01-002  
 DATE: 03/14/2018

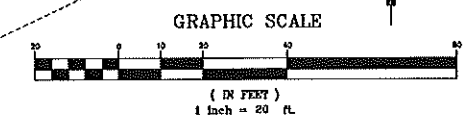
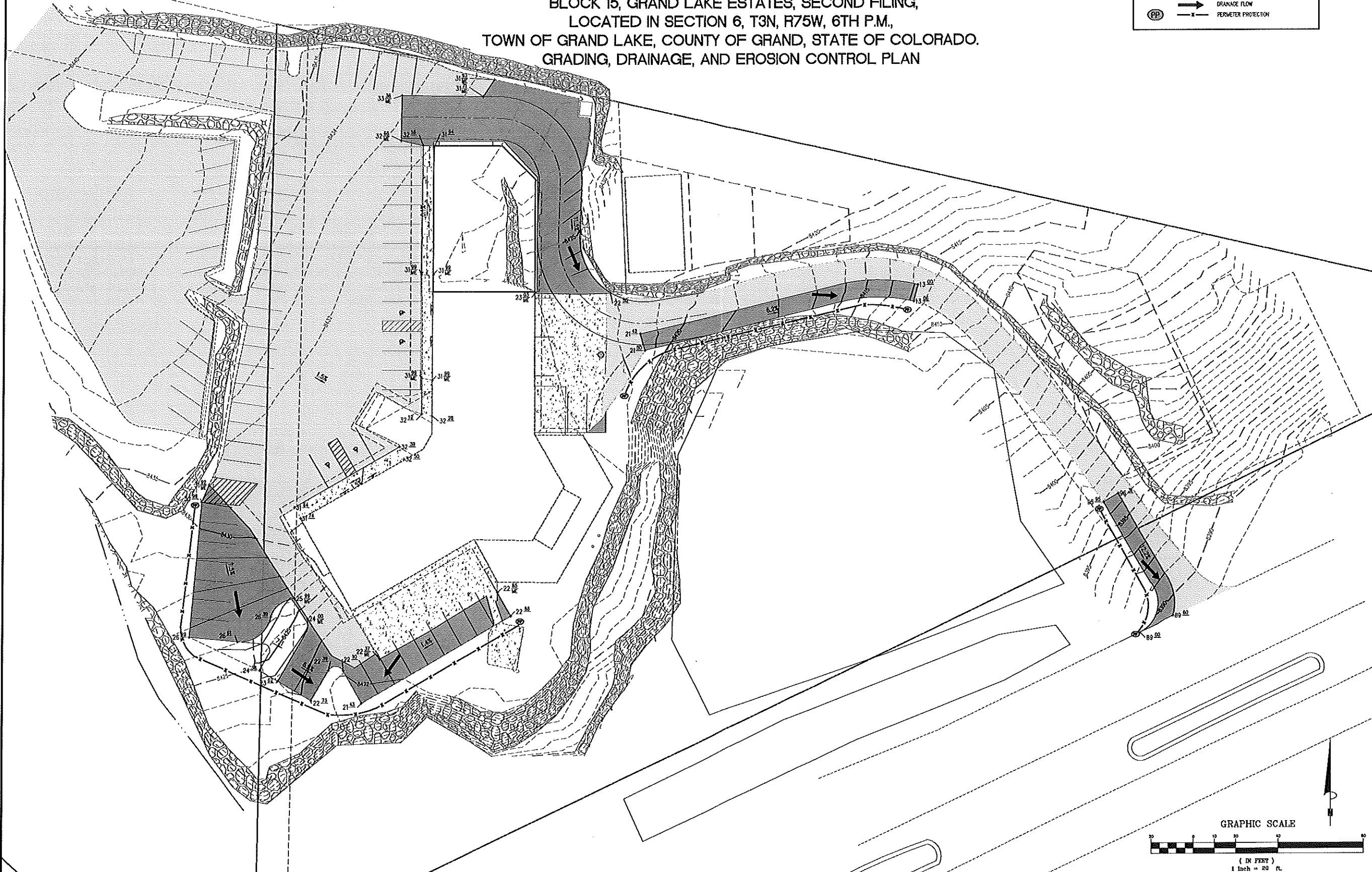
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162

# GATEWAY INN

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 GRADING, DRAINAGE, AND EROSION CONTROL PLAN

LEGEND	
	PROPERTY LINE
	EXISTING CONTOUR
	PROPOSED CONTOUR
	PROPOSED FINISHED GRADE ELEVATION
	DRAINAGE FLOW
	PERIMETER PROTECTION



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REVISION	DESCRIPTION	DATE

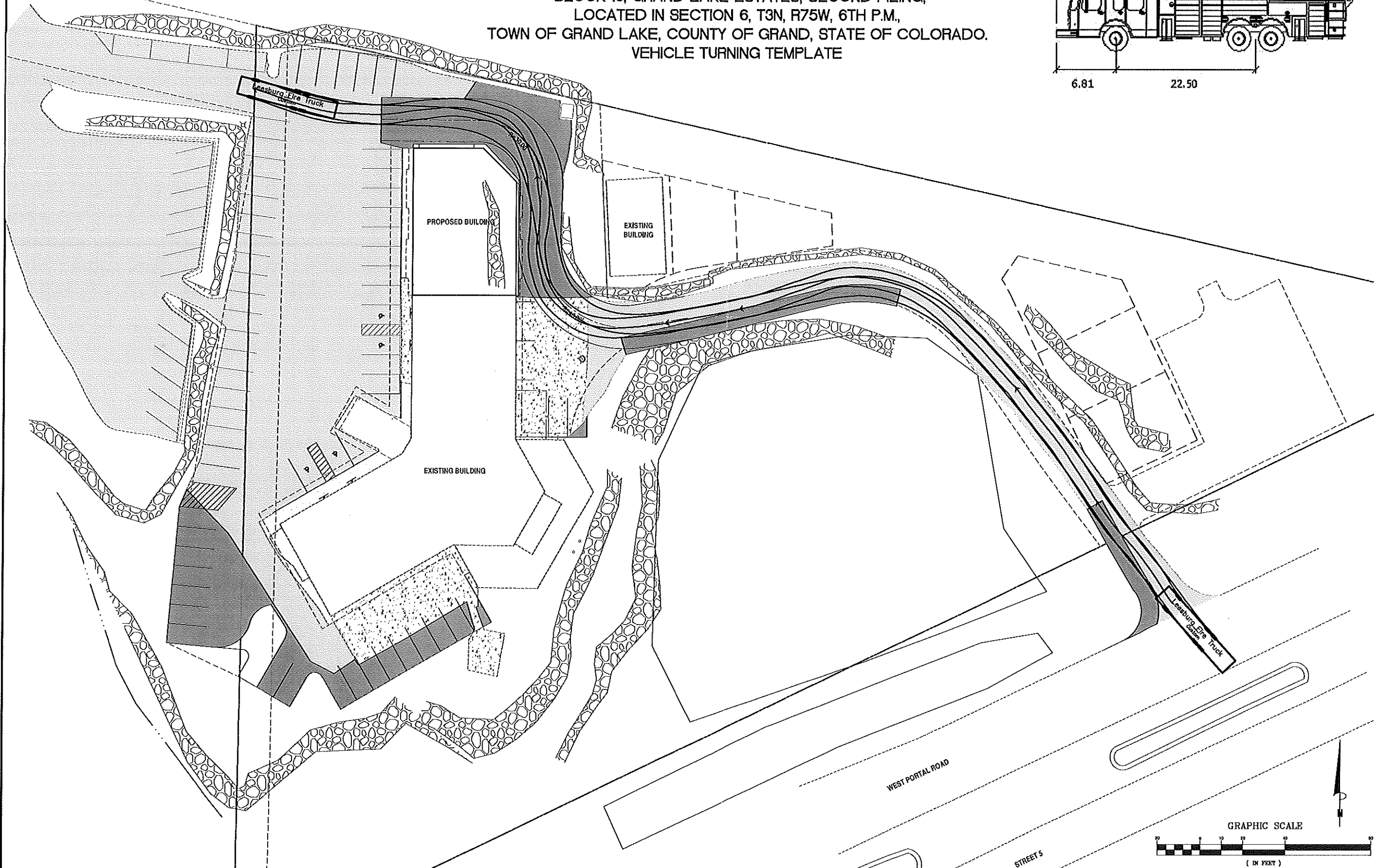
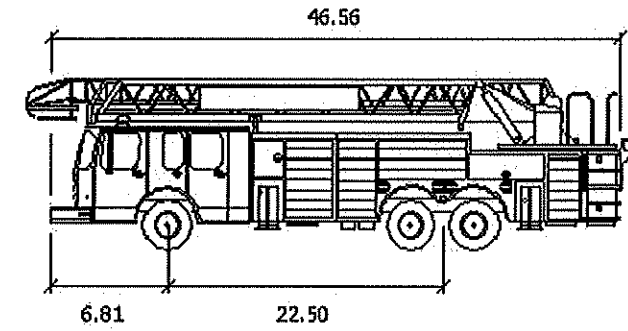
GRADING, DRAINAGE, & EROSION CONTROL PLAN  
 GATEWAY INN  
 ADDITION  
 COLORADO  
 GRAND LAKE

NOT FOR CONSTRUCTION		
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JOB No. 020234-01-002		
DATE: 03/14/2018		
SHEET C3.0		

Grid file name: V:\020234 - Lake Avenue Improvements\020234-01-002 (DWG) - Gateway Inn Addition\Engineering\Engineering Plans\Construction Plans\020234-01-002 - GRP.dwg

# GATEWAY INN

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 VEHICLE TURNING TEMPLATE



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REVISION	DATE	DESCRIPTION

VEHICLE TURNING TEMPLATE  
 GATEWAY INN  
 ADDITION  
 COLORADO  
 GRAND LAKE

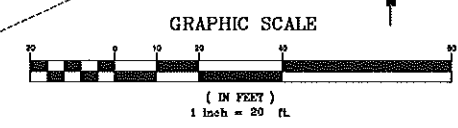
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SCALE: H: 1" = 20'  
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JOB No. 020234-01-002  
 DATE: 03/14/2018  
 SHEET  
 C4.0







**COLORADO**

Department of Transportation

Region 3 Traffic Section  
222 South 6th Street Room 100  
Grand Junction, Colorado 81501  
(970) 683-6284 Fax: (970) 683-6290

<<<Email>>>

Nathaniel J. Shull  
Town Planner  
Town of Grand Lake  
Box 99  
Grand Lake, CO 80477

**RE:** Gateway Inn Development on Lake Drive near SH 34

Dear Mr. Shull:

Thank you for the opportunity to review the Gateway Inn Development that is on Lake Ave near State Highway 34. It is my understanding Gateway Inn consists of a 31-unit hotel with 1 additional nightly rental penthouse unit. There is also a 4-unit Cabin House used for seasonal employee housing to the east of the Hotel. The owner is looking to increase the number of hotel unit to 45 total units; an increase of 14 units, or 45%

As you are aware, CDOT is responsible for all access onto the state highway system. This development doesn't have direct access onto SH 34, however it adjoins Lake Ave, which has direct access onto SH 34. The Town of Grand Lake is responsible for this street and needs to meet the standards of the State Highway Access Code (2 CCR 601-1). The question comes up if this development will increase the traffic volume on SH 34 by 20% in accordance with the Access Code Section 2.6.

At this time, no access permit exists for the Lake Ave and SH 34 intersection, and no traffic data has been provided. Therefore, CDOT requests a traffic analysis be performed that shows the existing traffic volume of Lake Ave and SH 34 and the proposed increase of traffic from the additional 14 units. The study will identify if there is a 20% increase in traffic and if an access permit would be required.



**TOWN OF GRAND LAKE  
BOARD OF TRUSTEES  
RESOLUTION NO. 07 – 2018**

**A RESOLUTION GRANTING APPROVAL OF THE FINAL DEVELOPMENT PLAN FOR THE  
2<sup>ND</sup> AMENDMENT TO THE GATEWAY INN PLANNED DEVELOPMENT LOCATED AT 200 W.  
PORTAL RD, TOWN OF GRAND LAKE**

**WHEREAS**, Chapter 12, Article 9, Land Development Regulations, explains the procedures and submittal requirements for Amendments to Previous Plats and Plans; and,

**WHEREAS**, the Town received a land use application from Lisa Jenkins (the “Applicant”) on December 19, 2016 to amend the Planned Development for the Gateway Inn; and,

**WHEREAS**, the Applicant’s father and mother are the owners of Block 15, Grand Lake Estates 2<sup>nd</sup> Filing in the Town of Grand Lake (the “Property”), more commonly referred to as 200 W. Portal Rd; and,

**WHEREAS**, On January 18<sup>th</sup>, 2017 the Planning Commission moved to approve the sketch/conceptual plan for the 2<sup>nd</sup> Amendment to the Gateway Inn Planned Development located at 200 W. Portal Rd, Town of Grand Lake; and,

**WHEREAS**, On March 21<sup>st</sup>, 2018 the Planning Commission adopted Resolution 03-2018, a resolution approving the Preliminary Development Plan for the 2<sup>nd</sup> Amendment to the Gateway Inn Planned Development located at 200 W. Portal Rd, Town of Grand Lake; and,

**WHEREAS**, On April 4<sup>th</sup>, 2018 the Planning Commission adopted Resolution 05-2018, a resolution recommending approval of the Final Development Plan for the 2<sup>nd</sup> Amendment to the Gateway Inn Planned Development located at 200 W. Portal Rd, Town of Grand Lake; and,

**WHEREAS**, Chapter 12, Article 9, Section (E)5(b) [Land Development Regulations] The Town Board of Trustees shall review the Final Development Application within thirty-five (35) days of receipt of transmittal from the Planning Commission at a regularly scheduled public meeting; and,

**WHEREAS**, The Board of Trustees reviewed the Final Development Application at a regularly scheduled meeting.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO,**

**THAT**, the Board of Trustees hereby grants approval of the Final Development Plan for the 2<sup>nd</sup> Amendment to the Gateway Inn Planned Development located at 200 W. Portal Rd, Town of Grand Lake

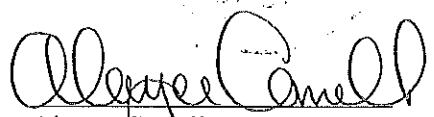
**DULY MOVED, SECONDED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO THIS 23<sup>rd</sup> DAY OF APRIL, 2018.**

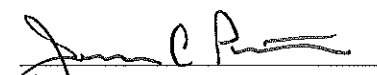


Votes Approving: 5  
Votes Opposed: 0  
Absent: 2  
Abstained: 0

ATTEST:

TOWN OF GRAND LAKE

  
Alayna Carrell  
Town Clerk

  
Jim Peterson  
Mayor



TOWN OF GRAND LAKE

Date: 04/23/2018

To: Mayor Pro-Tem Kudron and Trustees  
From: Nate Shull, Town Planner

RE: Consideration to approve the Final Development Plat of the 2nd Amendment to the Gateway Inn Planned Development located at 200 W. Portal Road, Town of Grand Lake

Attachments:

- Final Plat.....
- Parking Access Easement Agreement.....
- Resolution XX – 2018.....

**Purpose**

The Town has received a Land Use Application from Lisa Jenkins for a 2<sup>nd</sup> amendment to the existing Planned Development of the Gateway Inn which Board review. The applicant is seeking approval of the final development application.

**Background Info**

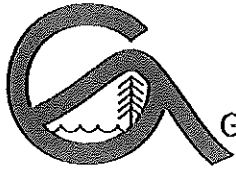
March 21<sup>st</sup>, 2018 – Town Planning Commission adopted Resolution 04-2018, a resolution recommending approval of the Preliminary Development Plat for the 2<sup>nd</sup> amendment to the Gateway Inn Planned Development located at 200 W. Portal Rd, Town of Grand Lake. The following conditions were attached to the resolution

- The Applicant draft a parking easement with an attached exhibit that can be approved by the Board of Trustees and will be recorded along with the final plat
- The Applicant and/or their architect/surveyor amend the Final Plat to include any modifications related to easements as requested by Mountain Parks Electric or Xcel Energy
- The Planning Commission Chairman shall endorse the Final Plat on the signature line under the Planning Commission Certificate upon Board of Trustees approval.

**Municipal Code**

Municipal Code Section 12-9-8 – Redevelopment Procedure

- (A) Redevelopment of land or changes to a recorded Plat shall be considered a development and it shall comply with these regulations...*
- (B) A copy of all Final Plat revisions shall be submitted to the Planning Commission and the Board of Trustees for their review.*
- (C) Where the redevelopment complies with the appropriate requirements of these regulations, a Recorded Plat indicating the redevelopment shall be submitted to the Town Planning Commission and the Board of Trustees for their endorsements, prior to the filing of such plat with the Town Clerk. Such plats shall specifically indicate the revisions being made compared to the previously recorded plat.*



TOWN OF  
GRAND LAKE

*(D) All amendment Ordinances must be authorized using the following form and published immediately upon adoption and included in any subsequent sale of these Regulations to the general public.*

*APPROVED AFTER PUBLIC HEARING by the Grand Lake Planning Commission the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.*

\_\_\_\_\_  
*Chairman*

*ATTEST:*

\_\_\_\_\_  
*Secretary*

*APPROVED BY the Board of Trustees of the Town of Grand Lake the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.*

\_\_\_\_\_  
*Mayor*

*ATTEST:*

\_\_\_\_\_  
*Town Clerk*

Staff has the following comments on the applicant's final development application

The applicant was able to satisfy each of the conditions listed in Resolution 04-2018.

- A parking access easement agreement has been drafted and provided with the application. A Plat note was also added stating that the parking requirements will be met as shown on the accompanying PD recorded separately with the Plat (in the case that the adjacent lot west of the Gateway Inn were ever to be sold)
- Also, the final Plat was amended to include the specific modifications as was requested by Mountain Parks Electric and Xcel Energy

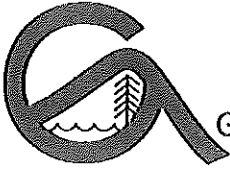
Lastly, the applicant has modified the Plat to include a note pertaining to the requirement to conduct a drainage study as previously requested of by Planning Commission

**Staff Recommendation**

Staff suggests the Board adopt Resolution XX – 2018, a resolution granting approval of the Final Development Plat for the 2<sup>nd</sup> Amendment to the Gateway Inn Planned Development located at 200 W. Portal Rd, Town of Grand Lake

**Board Discussion**

The Commission should discuss the matter amongst themselves and come up with a decision.



**Board Action**

The Board has the following options including...

1. Adopt Resolution XX – 2018, a resolution granting approval of the Final Development Plat for the 2<sup>nd</sup> Amendment to the Gateway Inn Planned Development located at 200 W. Portal Rd, Town of Grand Lake, OR...
2. Adopt Resolution XX – 2018, a resolution granting approval of the Final Development Plat for the 2<sup>nd</sup> Amendment to the Gateway Inn Planned Development located at 200 W. Portal Rd, Town of Grand Lake with the following additional conditions, OR....
3. Not Adopt Resolution XX – 2018, thereby recommending denial of the Final Development Plat, and having the mayor direct staff to draft a resolution stating so

FINAL PLAT  
**GATEWAY INN, FILING NO. 1**

BEING A REPLAT OF GATEWAY INN, LOCATED IN BLOCK 15, GRAND LAKE ESTATES, SECOND FILING AND A PORTION OF SECTION 6, TOWNSHIP 3 NORTH, RANGE 75 WEST OF THE 6TH P.M., TOWN OF GRAND LAKE, COUNTY OF GRAND, STATE OF COLORADO.

**DEDICATION AND NOTARY CLAUSE:**

KNOW ALL MEN BY THESE PRESENTS: THAT GRAND LAKE FAMILY, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP, BEING THE OWNER OF THAT REAL PROPERTY SITUATED TOWN OF GRAND LAKE, COUNTY OF GRAND, STATE OF COLORADO DESCRIBED AS FOLLOWS:

ALL OF GATEWAY INN, A FINAL PLAT RECORDED JUNE 29, 1999 AS RECEPTION NO. 99006179, OF THE RECORDS OF GRAND COUNTY, COLORADO.

THAT THE OWNER(S) AND LEIHolder(S) HAVE CAUSED SAID REAL PROPERTY TO BE Laid OUT AND SURVEYED AS GATEWAY INN, FILING NO. 1 AND DOES HEREBY DEDICATE AND SET APART ALL THE STREETS, ALLEYS AND OTHER PUBLIC WAYS AND PLACES AS SHOWN ON THE ACCOMPANYING PLAT TO THE USE OF THE PUBLIC FOREVER, AND DOES HEREBY DEDICATE THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE INDICATED AS EASEMENTS ON THE ACCOMPANYING PLAT AS EASEMENTS.

IN ADDITION TO THESE PLATTED EASEMENTS DOES HEREBY DEDICATE TO MOUNTAIN PARKS ELECTRIC, INC. TWENTY FOOT (20) WIDE ELECTRICAL UTILITY EASEMENTS (10 FEET ON EITHER SIDE OF THE EXISTING POWER LINES) FOR EXISTING POWER LINES, WHETHER INSIDE OR OUTSIDE THE BOUNDARIES OF THE EASEMENTS INDICATED ON THE ACCOMPANYING PLAT, FOR THE PURPOSES OF ERECTING, CONSTRUCTING, RE-CONSTRUCTING, REPLACING ALTERING, EXTENDING, UP RATING, OPERATING, ACCESSING, INSPECTING, REPAIRING, MAINTAINING AND RETIRING AN ELECTRIC DISTRIBUTION LINE AND SYSTEM. NO STRUCTURE OR WATER LINE OR SEWER LINE SHALL BE ALLOWED CLOSER THAN TEN FEET (10) FROM ANY PRIMARY VOLTAGE POWER LINES OR WITHIN TEN FEET (10) OF ANY ABOVE GROUND EQUIPMENT. NO GAS LINE SHALL BE ALLOWED CLOSER THAN FIVE FEET (5) FROM ANY PRIMARY VOLTAGE POWER LINE OR ABOVE GROUND EQUIPMENT. NO GRADE CHANGES (FILL OR CUT) IN EXCESS OF SIX INCHES (6") ARE PERMITTED IN THE EASEMENT WITHOUT PRIOR WRITTEN AUTHORIZATION FROM MOUNTAIN PARKS ELECTRIC, INC.

IN WITNESS WHEREOF, THAT GRAND LAKE FAMILY, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP HAVE CAUSED THEIR NAMES TO BE HEREUNTO SUBSCRIBED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D.,

LISA JENKINS GRAND LAKE FAMILY, LLLP

STATE OF \_\_\_\_\_ }  
 COUNTY OF \_\_\_\_\_ } SS

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018, BY \_\_\_\_\_

WITNESS MY HAND AND OFFICIAL SEAL.  
 MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC

**MORTGAGEE OR LIEN HOLDER:**

\_\_\_\_\_ BANK \_\_\_\_\_ BANK  
 ADDRESS: \_\_\_\_\_ BY: \_\_\_\_\_  
 PHONE: \_\_\_\_\_ NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_

STATE OF COLORADO }  
 COUNTY OF \_\_\_\_\_ } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018 BY \_\_\_\_\_ AS \_\_\_\_\_ OF \_\_\_\_\_ BANK, A \_\_\_\_\_, ON BEHALF OF THE \_\_\_\_\_

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

**OWNER / DEVELOPER:**

GRAND LAKE FAMILY, LLLP,  
 LISA JENKINS  
 P.O. BOX 1169  
 GRAND LAKE, CO 80447  
 970-931-2458

**LAND PLANNER:**

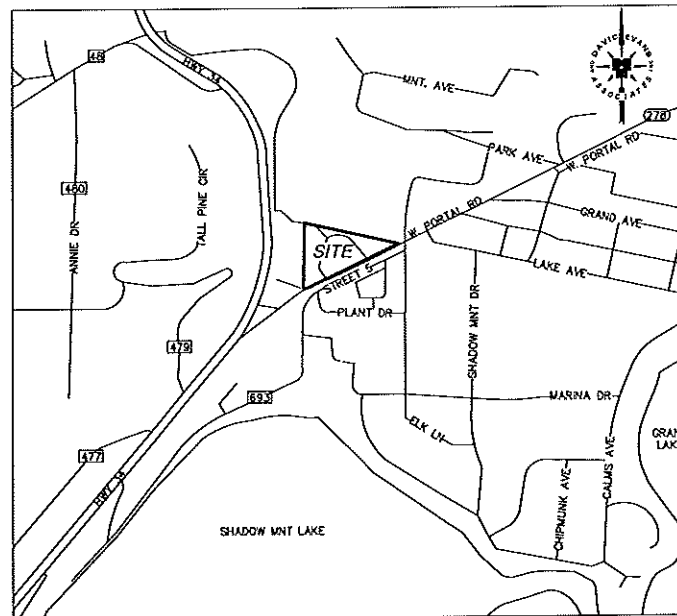
MUNN ARCHITECTURE  
 315 E. ACATE AVENUE  
 P.O. BOX 21  
 GRAND, CO 80448  
 970-887-9568

**SURVEYOR:**

DAVID EVANS AND ASSOCIATES, INC.  
 1600 BROADWAY, SUITE 600  
 DENVER, COLORADO 80202  
 970-531-9499

**DATE PREPARED:**

APRIL 6, 2018



VICINITY MAP:  
 N.T.S.

**NOTES:**

- 1.) BEARINGS SHOWN ON THE ACCOMPANYING PLAT ARE BASED ON THE ASSUMPTION THAT THE WEST LINE OF THE NORTHEAST QUARTER BEARS N01°06'14"E, AS MONUMENTED AND SHOWN HEREON.
- 2.) THIS PLAT DOES NOT CONSTITUTE A TITLE SEARCH BY DAVID EVANS AND ASSOCIATES, INC., TO DETERMINE OWNERSHIP, RIGHTS OF WAY OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS OF WAY AND TITLE OF RECORD, DAVID EVANS AND ASSOCIATES, INC., RELIED UPON FIDELITY NATIONAL TITLE INSURANCE COMPANY, TITLE COMMITMENT NUMBER OF-18770-02-18, DATED FEBRUARY 23, 2018 AT 6:45AM.
- 3.) LEGAL DESCRIPTION PREPARED BY MICHAEL S. KERVIN, DAVID EVANS AND ASSOCIATES, 1600 BROADWAY, SUITE 600, DENVER, CO 80202.
- 4.) THE U.S. SURVEY FOOT WAS USED FOR ALL MEASUREMENTS ON THIS SURVEY. PURSUANT TO C.R.S. 38-52.103(2) METRIC CONVERSION IS: ONE METER EQUALS 39.371200 FEET.
- 5.) THE PARCEL MAY BE SUBJECT TO RIGHTS, INTERESTS, AGREEMENTS, OBLIGATIONS, RIGHTS-OF-WAY OR EASEMENTS IN FAVOR OF ANY PERSON OR ENTITY BURDENING THE SUBJECT PROPERTY WHICH EXIST OR ARE CLAIMED TO EXIST WITH RESPECT TO: A) ANY IRRIGATION DITCH AND/OR LATERAL; (B) RESERVOIR AND/OR RESERVOIR RIGHTS; (C) SPRINGS AND/OR SPRING RIGHTS; (D) WELL AND/OR WELL RIGHTS; AND (E) THE WATER AND/OR WATER RIGHTS ASSOCIATED WITH THE FOREGOING WHICH MAY BE LOCATED UPON THE LAND OR ASSOCIATED WITH THE LAND.
- 6.) FIELDWORK WAS COMPLETED IN FEBRUARY 2018 BY SHAWN HAKES. HORIZONTAL AND VERTICAL MEASUREMENTS WERE OBTAINED BY USING A LEICA G520 AND A LEICA M550 TOTAL STATION. A COMBINATION OF CONVENTIONAL AND GPS MEASUREMENTS WERE UTILIZED.
- 7.) CERTIFICATION NOT VALID WITHOUT THE ORIGINAL SEAL AND SIGNATURE. THIS SURVEY AND ALL RELATED DOCUMENTS ARE FOR THE SOLE USE OF THE CLIENT AT THE DATE OF CERTIFICATION.
- 8.) EXISTING PARKING REQUIREMENTS ARE MET UTILIZING THE ADJACENT LOT RECORDED IN BOOK 155, PAGE 251, GRAND COUNTY RECORDS, IF THE ADJACENT LOT IS SOLD, THE PARKING REQUIREMENTS WILL BE MET AS SHOWN ON THE RECORDED PUD RECORDED CONSECUTIVELY WITH THIS PLAT. A DRAINAGE STUDY WILL BE REQUIRED AT THAT TIME.

**PLANNING COMMISSION CERTIFICATE:**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., \_\_\_\_\_  
 TOWN PLANNING COMMISSION, GRAND LAKE, COLORADO

CHAIRMAN \_\_\_\_\_

**TOWN BOARD OF TRUSTEES CERTIFICATE:**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., BY THE BOARD OF TRUSTEES, GRAND LAKE, COLORADO. THIS APPROVAL DOES NOT GUARANTEE THAT THE SIZE OR SOIL OR FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT SHALL BE ISSUED. THIS APPROVAL IS WITH THE UNDERSTANDING THAT ALL EXPENSES INVOLVING NECESSARY IMPROVEMENTS FOR ALL UTILITY SERVICES, STREET IMPROVEMENTS, PAVING, GRADING, LANDSCAPING, CURBS, GUTTERS, STREET LIGHTS, STREET SIGNS AND SIDEWALKS SHALL BE FINANCED BY OTHERS AND NOT THE TOWN OF GRAND LAKE. ALSO, THAT THE TOWN OF GRAND LAKE DOES NOT ASSUME ANY RESPONSIBILITY FOR THE CORRECTNESS OR ACCURACY OF ANY INFORMATION DISCLOSED ON THIS PLAT NOR ANY REPRESENTATION OR INFORMATION PRESENTED TO THE TOWN WHICH REDUCED THE TOWN TO GIVE CERTIFICATE.

ATTEST:

TOWN CLERK \_\_\_\_\_

MAYOR \_\_\_\_\_

**NOTICE:**

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

**SURVEYOR'S CERTIFICATE:**

I, MICHAEL SEAN KERVIN, A DULY LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT OF GATEWAY INN, FILING NO. 1, TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT COMPLIES WITH THE REQUIREMENTS OF TITLE 38, ARTICLE 51, COLORADO REVISED STATUTES, 1973, AND THE MONUMENTS REQUIRED BY SAID STATUTE HAVE BEEN PLACED IN THE GROUND.

MICHAEL SEAN KERVIN, CO PLS 34592  
 DATE: 4-06-18  
 DEA PROJ: GLFP0000001  
 FOR AND ON BEHALF OF DAVID EVANS AND ASSOCIATES, INC.

NO.	BY	DATE	REVISIONS:
1	MSK	3-06-18	Original Submittal
2	MSK	3-19-18	DEA QA/QC
3	JOB	4-8-08	NOTES

DAVID EVANS & ASSOCIATES, INC.

1600 Broadway Suite 600  
 Denver, Colorado 80202  
 Tel: 720-946-0969  
 Fax: 720-946-0973



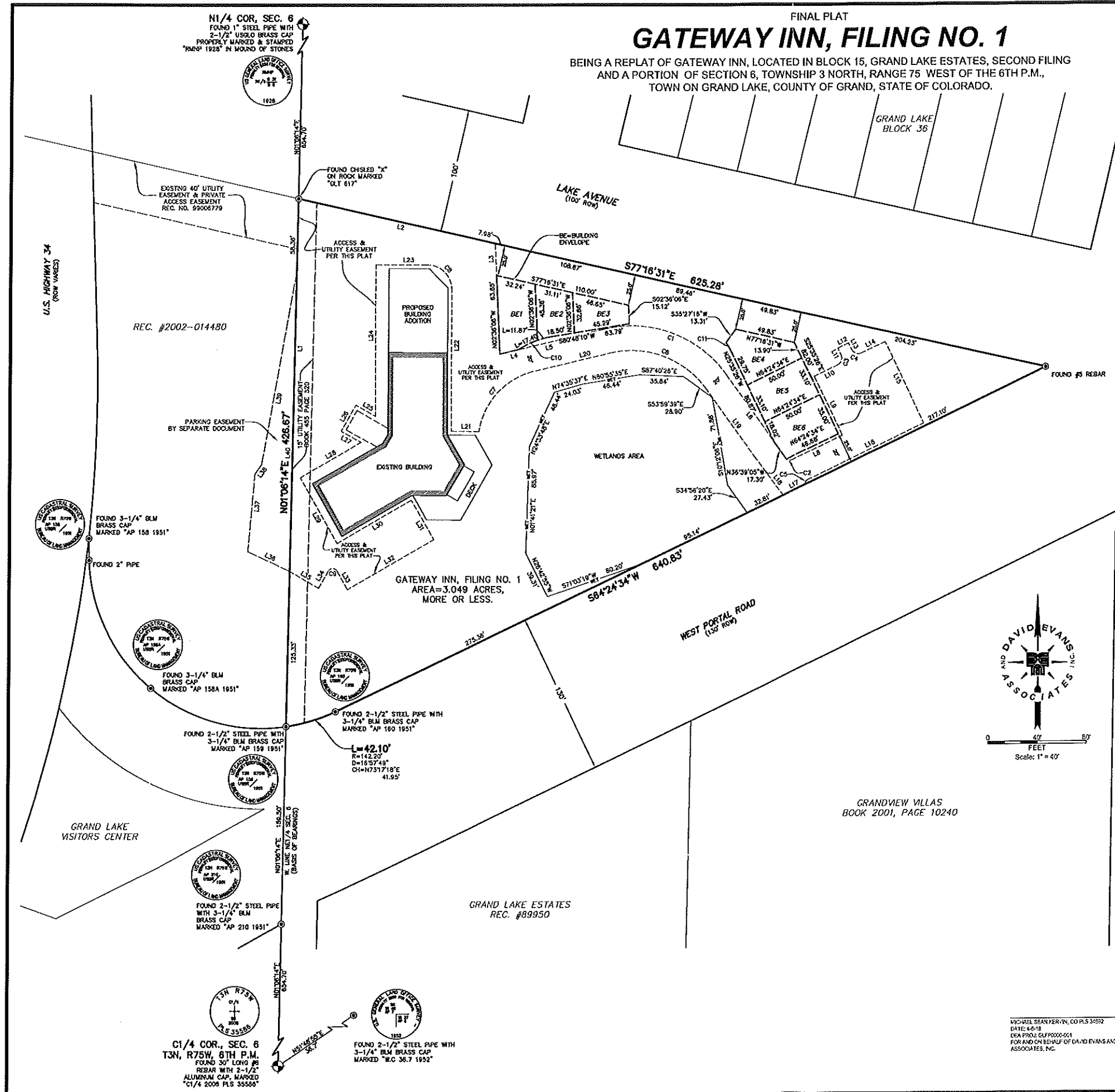
Engineers • Surveyors • Planners

SHEET NUMBER  
 1 OF 2 SHEETS

DRAFTER: JOB  
 PROJ. MAN: MSK  
 QC MANAGER: MAM  
 DRAWING NAME:  
 SY-GLFP01-000-PLAT  
 SURVEY DATE: 4-5-18  
 JOB NUMBER  
 GLFP00000001

# FINAL PLAT GATEWAY INN, FILING NO. 1

BEING A REPLAT OF GATEWAY INN, LOCATED IN BLOCK 15, GRAND LAKE ESTATES, SECOND FILING  
AND A PORTION OF SECTION 6, TOWNSHIP 3 NORTH, RANGE 75 WEST OF THE 6TH P.M.,  
TOWN ON GRAND LAKE, COUNTY OF GRAND, STATE OF COLORADO.



LINE	BEARING	LENGTH
L1	N106°14'E	301.34'
L2	S77°16'31"E	164.91'
L3	S2°36'06"E	89.58'
L4	N76°41'17"E	13.44'
L5	N76°41'17"E	71.92'
L6	S35°40'00"E	82.83'
L8	N64°24'34"E	44.85'
L9	N25°35'26"W	33.00'
L10	N64°24'34"E	21.00'
L11	N25°35'26"W	8.00'
L12	N64°24'34"E	10.00'
L13	S25°35'26"E	8.00'
L14	N64°24'34"E	21.00'
L15	S25°35'26"E	73.00'
L16	S64°24'34"W	104.19'
L17	S64°24'34"W	20.42'
L18	N37°13'19"W	36.77'
L19	N35°40'00"W	67.75'
L20	S76°41'17"W	66.08'
L21	N89°13'14"W	22.71'

LINE	BEARING	LENGTH
L22	N0°00'32"W	114.43'
L23	N89°46'53"W	41.80'
L24	S0°02'45"E	122.84'
L25	N50°07'41"W	18.25'
L26	S29°47'46"W	24.42'
L27	S61°34'28"E	18.68'
L28	S60°00'26"W	57.00'
L29	S29°27'04"E	61.05'
L30	N59°53'53"E	68.68'
L31	S30°00'00"E	36.70'
L32	S60°00'00"W	60.82'
L33	N30°00'00"W	17.36'
L34	S28°59'46"W	18.00'
L35	N50°00'14"W	27.16'
L36	N65°05'28"E	37.73'
L37	N30°07'33"E	63.00'
L38	N36°20'40"E	9.21'
L39	N10°03'11"E	159.33'
L40	S106°14"W	242.98'

CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	95.00'	112.16'	67°38'43"	S69°29'22"E	105.76'
C2	5.00'	6.97'	78°55'25"	S75°37'43"E	6.42'
C3	6.00'	9.42'	90°00'00"	N19°24'34"E	8.49'
C4	6.00'	9.42'	90°00'00"	S70°35'26"E	8.49'
C5	4.00'	4.75'	67°58'32"	S30°25'16"W	4.47'
C6	75.00'	88.55'	67°38'43"	N59°29'22"W	83.49'
C7	60.00'	67.55'	64°30'06"	S41°21'15"W	64.04'
C8	20.00'	31.36'	89°53'41"	N44°50'03"W	28.26'
C9	4.00'	8.36'	120°00'14"	S89°59'53"W	6.93'
C10	70.00'	29.27'	23°57'40"	S68°49'20"W	29.06'
C11	50.00'	8.65'	9°54'33"	N30°32'42"W	8.64'



**DAVID EVANS & ASSOCIATES, INC.**  
1600 Broadway Suite 800  
Denver, Colorado 80202  
Tel: 720-946-0969  
Fax: 720-946-0973  
Engineers • Surveyors • Planners

SHEET NUMBER	2 of 2
SHEETS	
DRAFTER:	JOB
PROJ. MAN.:	WSK
QC MANAGER:	MJM
DRAWING NAME:	SY-GLFF01-000-PLAT
SURVEY DATE:	4-6-18
JOB NUMBER	GLFP00000001

MICHAEL SSAN PER VIN, CO PLS 35592  
DATE: 4-6-18  
EPA PROJ. GLFP0000-001  
FOR AND ON BEHALF OF DAVID EVANS AND ASSOCIATES, INC.

**C1/4 COR., SEC. 6**  
T3N, R75W, 6TH P.M.  
FOUND 30' LONG #8  
REBAR WITH 2-1/2"  
ALUMINUM CAP, MARKED  
"C1/4 2006 PLS 35559"

FOUND 2-1/2" STEEL PIPE WITH  
3-1/4" BLM BRASS CAP  
MARKED "M.C. 38.7 1952"

FOUND 3-1/4" BLM  
BRASS CAP  
MARKED "AP 159 1951"

FOUND 3-1/4" BLM  
BRASS CAP  
MARKED "AP 158A 1951"

FOUND 2-1/2" STEEL PIPE WITH  
3-1/4" BLM BRASS CAP  
MARKED "AP 159 1951"

FOUND 2-1/2" STEEL PIPE WITH  
3-1/4" BLM BRASS CAP  
MARKED "AP 160 1951"

FOUND 2-1/2" STEEL PIPE  
WITH 3-1/4" BLM  
BRASS CAP  
MARKED "AP 210 1951"

T3N R75W  
6TH P.M.  
FOUND 30' LONG #8  
REBAR WITH 2-1/2"  
ALUMINUM CAP, MARKED  
"C1/4 2006 PLS 35559"



## ACCESS EASEMENT AGREEMENT

This Agreement made this 27 day of March, 2018, by and between Grand Lake Family LLLP (hereinafter referred to as "Grantor") whose address is 200 West Portal Road, Grand Lake Colorado 80447, and, Grand Lake Family LLLP (hereinafter referred to as "Grantee") whose address is 200 West Portal Road, Grand Lake, Colorado 80447. As used herein, the term Grantor shall include any and all heirs, successors, or assigns of the Grantor and all subsequent owners of the "Property" and the term Grantee shall include any successors or assigns of Grantee.

WHEREAS, Grantor is the fee simple owner of certain real property more particularly described on Exhibit "A," attached hereto and by this reference incorporated herein (hereinafter referred to as Property); and WHEREAS, Grantor is desirous of granting a parking easement on the Property for Grantee for parking purposes on the Property consistent with Grantee's governmental obligations and responsibilities; and,

WHEREAS, Grantee is desirous of obtaining said easement; and,

WHEREAS, the parties hereto are desirous of memorializing the terms of this Easement Agreement.

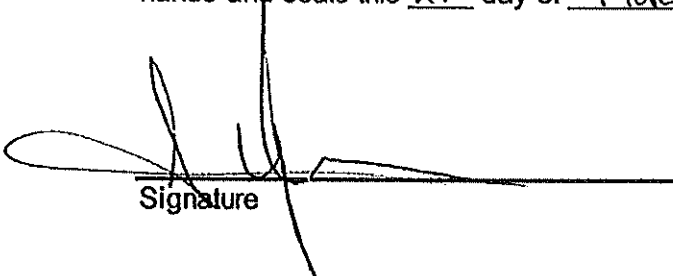
NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration to which the parties acknowledge receipt of, the parties agree as follows:

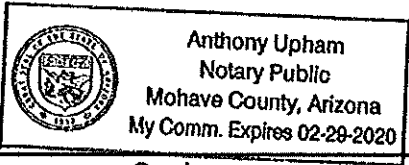
1. The above recitals are true and correct and are incorporated herein by reference.
2. Grantor grants to Grantee a non- exclusive perpetual easement in favor of Grantee for the purposes stated above. The Easement granted herein shall run with the land and be binding upon Grantor, its successors, and assigns forever. Grantor hereby covenants, warrants, and represents that it is lawfully seized of said Property in fee simple; that the Property is free and clear of all encumbrances; that Grantor has good right and lawful authority to convey this Easement; and Grantor fully warrants and defends the title to the Easement hereby conveyed against the lawful claims of all persons whomsoever. Regardless of the foregoing, the parties hereto, however, recognize that this Easement is non-exclusive.
3. This Agreement shall be construed in accordance with the laws of the State of Colorado. Should any dispute arise from this Agreement, venue shall lie in Town of Grand Lake, Colorado
4. This Agreement is binding upon the parties hereto, their heirs, successors, and assigns.

5. This Agreement shall not be construed against the party who drafted the same as all parties to this Agreement have participated in the drafting of this Agreement.

6. Nothing herein shall relieve the fee simple of all obligations as the fee simple titleholder to the Property.

IN WITNESS WHEREOF, Grantor and Grantee have hereunto set their authorized hands and seals this 27 day of March, 2018

  
Signature

  
Seal

Grantor  
Grand Lake Family LLLP

By: Thomas H. Jenkins This 27 day of March 2018  
Signature: General Manager

THOMAS H. JENKINS  
Print Signature

Grantee  
Grand Lake Family LLLP

By: Thomas H. Jenkins This 27 day of March 2018  
Signature: General Manager

THOMAS H. JENKINS.  
Print Signature



DAVID EVANS  
AND ASSOCIATES INC.

March 19, 2018

EXHIBIT "A"

LEGAL DESCRIPTION  
PARKING EASEMENT - GATEWAY INN

A Parking Easement located in a portion of Section 6, Township 3 North, Range 70 West of the 6th P.M., Town of Grand Lake, County of Grand, State of Colorado, more particularly described as follows:

COMMENCING at the Southwest Corner of Gateway Inn, a subdivision recorded June 29, 1999 as Reception Number 99006779 of the records of Grand County, Colorado, from which the S1/4 corner of said Section 12 Bears S00°06'14"E, Basis of Bearing;

Thence N01°06'14"E, 125.33 feet along the West Line of said Gateway Inn to the TRUE POINT OF BEGINNING;

Thence N65°05'28"W, 37.73 feet;

Thence N05°07'33"E, 63.00 feet;

Thence N36°20'40"E, 9.21 feet;

Thence N10°03'11"E, 159.33 feet to the West line of said Gateway Inn;

Thence S01°06'14"W, 242.98 feet along the West line of said Gateway Inn to the TRUE POINT OF BEGINNING.

Area = 4,450 square feet, more or less.

Michael Sean Kervin, PLS 34592  
Date: 03-19-18  
Project: GLFP-01  
For and on Behalf of  
David Evans and Associates, Inc.

Notes:

- 1.) NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown.
- 2.) Legal description was prepared by Michael S. Kervin, PLS, 1331 1600 Broadway, Suite 800, Denver, CO 80202.

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**TOWN OF GRAND LAKE  
BOARD OF TRUSTEES  
RESOLUTION NO. 08 – 2018**

**A RESOLUTION GRANTING APPROVAL OF THE FINAL DEVELOPMENT PLAT FOR THE  
2<sup>ND</sup> AMENDMENT TO THE GATEWAY INN PLANNED DEVELOPMENT LOCATED AT 200 W.  
PORTAL RD, TOWN OF GRAND LAKE**

**WHEREAS**, Municipal Code Chapter 12, Article 9, Land Development Regulations, explains the procedures for Amendments to Final Development Plats; and,

**WHEREAS**, the Town received a land use application from Lisa Jenkins (the “Applicant”) on December 19, 2016 to amend the Planned Development for the Gateway Inn, which includes a final plat sheet; and,

**WHEREAS**, the Applicant’s father and mother are the owners of Block 15, Grand Lake Estates 2<sup>nd</sup> Filing in the Town of Grand Lake (the “Property”), more commonly referred to as 200 W. Portal Rd; and,

**WHEREAS**, On March 21<sup>st</sup>, 2018 the Planning Commission moved to recommend approval of the Final Development Plat for the 2<sup>nd</sup> Amendment to the Gateway Inn Planned Development located at 200 W. Portal Rd, Town of Grand Lake; and,

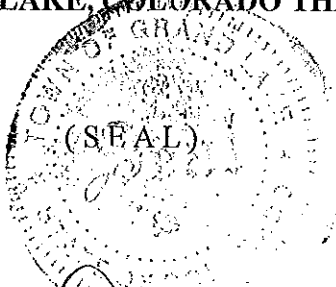
**WHEREAS**, Municipal Code Chapter 12, Article 9, Section 8(B) states that a copy of all Final Plat revisions shall be submitted to the Planning Commission and Board of Trustees for their review; and,

**WHEREAS**, On April 23<sup>rd</sup>, 2018 the Board of Trustees reviewed the Final Development Plat at a regularly scheduled meeting

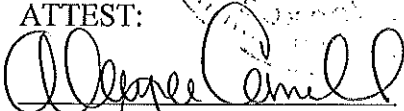
**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO,**

**THAT**, the Board of Trustees hereby grants approval of the Final Development Plat for the 2<sup>nd</sup> Amendment to the Gateway Inn Planned Development located at 200 W. Portal Rd, Town of Grand Lake

**DULY MOVED, SECONDED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO THIS 23<sup>rd</sup> DAY OF APRIL, 2018.**

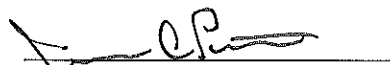


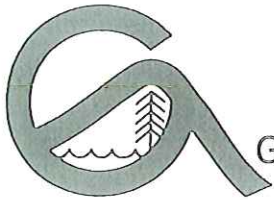
ATTEST:

  
Alayna Cartell  
Town Clerk

Votes Approving: 5  
Votes Opposed: 0  
Absent: 2  
Abstained: 0

TOWN OF GRAND LAKE

  
Jim Peterson,  
Mayor



TOWN OF  
GRAND LAKE

---

Date: April 23, 2018

To: Mayor Peterson and Town Trustees

From: Jim White, Town Manager

RE: West Portal Bridge Project

**Attachments:**

- Correspondence with Morgan Cullen, CML,  
re: Off Site Bridge Committee Funding
- Revised IGA with State of Colorado/Amendment #2
- Bridge Rehabilitation/March 23, 2018 Bid Sheet
- Bid Form/Low Bidder/Structures, Inc.
- Benesch Engineering Construction Contract

**PURPOSE**

The purpose of this item is to review the process and the funding to date for the West Portal Bridge Project #BRO M560-003 (20096) for the Town of Grand Lake, in conjunction with the Colorado Department of Transportation.

**STAFF COMMENTS/STAFF RECOMMENDATION**

The time has come to complete this project. Originally initiated in 2010, this project sat on the shelf till 2015. Since that time, the Town has focused on funding, regulatory requirements, engineering, cost estimates, right of way issues, construction preparation and relevant federal guidelines. The project is "shovel ready" now for construction. However, funding shortages continue to plaque the project as costs have escalated with the passage of time. Staff is recommending that the Town Board approve expenditures from our reserves to complete this project. Last year we received an additional \$464,056 from the State Offsite Bridge Committee. We have requested more supplemental funding again this year and we are awaiting the Committee's response.

**SUGGESTED MOTION**

I move to approve (or deny) expenditures in an amount not to exceed \$ \_\_\_\_\_ to assist in providing the necessary funding to complete rehabilitation and the required construction of the West Portal Bridge Project in the Town of Grand Lake.

## Jim White

---

**From:** Jim White  
**Sent:** Monday, April 09, 2018 10:13 AM  
**To:** 'Morgan Cullen'  
**Cc:** Bechtold, Daniel  
**Subject:** RE: Off Site Bridge Program

Thanks, Morgan...

I understand. Nonetheless, the amount of traffic and use this bridge receives and its present condition do make it a priority to repair. As time goes by, prices just continue to escalate. We are working on the cost issue from a variety of angles. Even a couple of hundred thousand dollars would make a huge difference and then I think I could convince our Board to borrow the rest. Regardless, we appreciate your efforts on our behalf.

All the best,  
Jim

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

**From:** Morgan Cullen [<mailto:mcullen@cml.org>]  
**Sent:** Monday, April 09, 2018 9:57 AM  
**To:** Jim White  
**Cc:** Bechtold, Daniel  
**Subject:** RE: Off Site Bridge Program

Jim, I forwarded your email on to our OSB Advisory Committee on Friday requesting feedback. I haven't heard back from them yet but hope to have an answer for you by the end of the week. I want to be clear though, our committee discussed this issue at our meeting late last year and decided it would be unfair to take OSB money from future funds because there is a competitive grant process in place for that funding that would have to be bypassed. The grant process ensures that all Colorado municipalities have an equal opportunity to apply for funds each year. So while I did highlight that additional funding for Grand Lake is a priority, our committee would have to reverse a decision it has already made on this issue.

Anyway, I will follow up as soon as I have received a response from the committee.

Sincerely,

**Morgan Cullen**  
Legislative and Policy Advocate  
Colorado Municipal League  
1144 Sherman Street, Denver, CO 80203  
(p)303-217-6858/ (o)866-578-0936 \* (f) 303-860-8175  
[mcullen@cml.org](mailto:mcullen@cml.org) \* [www.cml.org](http://www.cml.org)

*Empowered cities and towns, united for a strong Colorado.*

**From:** Jim White [<mailto:glmanager@townofgrandlake.com>]  
**Sent:** Monday, April 9, 2018 9:29 AM  
**To:** Morgan Cullen  
**Cc:** Bechtold, Daniel  
**Subject:** Off Site Bridge Program

Morgan,

Good morning! I am going to my Town Board this afternoon to provide them with a status report on our bridge project. Have you had a chance to pursue our request for additional supplemental funding or cost sharing? Since CDOT has allowed us to consider the low bidder, we are planning to recommend that as our first option. Nonetheless, we are still short of funds. We are looking at low interest loan options as well, yet hoping to limit the amount we need to borrow.

Thank you in advance for your work on this.

All the best,  
Jim

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

## Jim White

---

**From:** Jim White  
**Sent:** Wednesday, April 11, 2018 4:04 PM  
**To:** 'Morgan Cullen'  
**Subject:** Off Site Bridge Funding Request/Town of Grand Lake BRO M560-003 (20096)  
**Attachments:** 20180411150640805.pdf; 20180411150605355.pdf; 20180411150542079.pdf; 20180411161245339.pdf

Morgan,

Good afternoon. Please review all the information I am sending. I will follow up with a hard copy in the mail. We know we are asking for a lot, but we sincerely do need this financial help on this project.

In the event we can secure any additional funding, or if we utilize "value engineering" to reduce the project costs, we would certainly return any unspent funds.

Respectfully submitted,  
Jim

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



## Jim White

---

**From:** Jim White  
**Sent:** Tuesday, April 17, 2018 3:03 PM  
**To:** Morgan Cullen  
**Subject:** Re: Follow Up

Thank you! We will anxiously await your response.  
All the best  
Jim

Sent from my iPhone

On Apr 17, 2018, at 2:41 PM, Morgan Cullen <[mcullen@cml.org](mailto:mcullen@cml.org)> wrote:

Hey Jim, I am just waiting for all of my committee members to respond. I should hopefully know something by the end of the week. I will keep you posted.

Thanks.

Sincerely,

**Morgan Cullen**  
**Legislative and Policy Advocate**  
Colorado Municipal League  
1144 Sherman Street, Denver, CO 80203  
(p)303-217-6858/ (o)866-578-0936 \* (f) 303-860-8175  
[mcullen@cml.org](mailto:mcullen@cml.org) \* [www.cml.org](http://www.cml.org)

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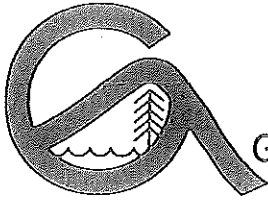
**From:** Jim White [<mailto:jlmanager@townofgrandlake.com>]  
**Sent:** Tuesday, April 17, 2018 1:57 PM  
**To:** Morgan Cullen  
**Subject:** Follow Up

Morgan,

Good afternoon! Has there been any progress on the request made by the Town Of Grand Lake for financial assistance from the Offsite Bridge Committee to help us complete our bridge project this year? I will be making a presentation to our new Town Board on Monday, April 23, 2018. I have been keeping in casual contact with our engineer, the proposed low bidder, DOLA, and CDOT. All are hoping for good news.

Thanks,  
Jim

Jim White  
Town Manager



TOWN OF  
GRAND LAKE

---

Offsite Bridge Committee

c/o Morgan Cullen, CML

1144 Sherman Street

Denver, CO 80203

Attachments:           **Revised IGA with State of Colorado/Amendment #2**  
**Bridge Rehabilitation /March 23, 2018 Bid Sheet**  
**Bid Form/Low Bidder/from Structures, Inc.**  
**Benesch Engineering Construction Contract**

Dear Morgan,

The Town of Grand Lake appreciates your help in our effort to seek additional funding through the Offsite Bridge Committee for our West Portal Bridge Project # BRO M560-003 (20096). This project was initially awarded in 2010. When I arrived as Town Manager in 2015, I was informed by CDOT that we needed to get this project completed or risk losing previous grant funding that the Town had secured.

It was further represented to me that due to the floods in Northern Colorado in 2013, funding sources had shifted to meet those needs and, as a result, this project stalled. Consequently, during the past three years, we have been diligent in taking this project off the shelf and getting it moving forward. We have cleared the regulatory hurdles from CDOT and CDOT has also followed any federal guidelines that applied to this project. The Town hired Benesch Engineering for design engineering and we were able to retain their services as well for construction management for an additional cost of **\$164,715**.

With all the clearances needed finally resolved, our project to rehabilitate our bridge was "shovel ready" and we went out to bid in February 2018. Despite all our efforts and planning, we only received one bid. Subsequently, CDOT required us to re-bid the project. When we did, we received four bids. Surprisingly, even our low bidder surpassed the funding we had accumulated to complete our project.

Our low bid came in at **\$1,741,998.57**

The revised IGA with CDOT represents **\$1,375,670** for the construction phase of the project. The total amount of required funds: **\$1,741,998.57**, with the added engineering costs of **\$164,715** is **\$1,906,713.57** minus the available funds of **\$1,375,670** leaving an outstanding amount of **\$531,043.57**.

P.O. BOX 99, GRAND LAKE, COLORADO 80447-0099  
PH. 970/627-3435  
FAX 970/627-9290  
E-MAIL town@townofgrandlake.com

Operating on the basis of an 80/20 split, the Town of Grand Lake is requesting your consideration of additional funding in the amount of **\$424,834.86**, with the Town offering to match an additional **\$106,208.71**. While it is difficult for our Town of only 461 full time residents to absorb costs of this magnitude, we are very committed to getting this project completed this summer.

The bridge is in serious disrepair (reportedly 76% deficiency) and therefore presents a serious potential public safety concern if left in its present condition. Especially during the summer months, it accommodates an inordinate amount of traffic, predominately boat trailers, trucks, and cars.

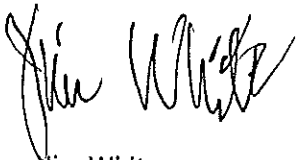
I am enclosing our low bid document for your review to help clarify the scope of work.

In the event that we can pare down the costs of the project through value engineering, or by any other means, we would certainly return any unused funds. We understand the risk the Committee is taking by providing this money to us.

We have worked hard to get to the point that we can accept the bid and get the project underway and finished this year. With this additional funding, we can make that happen.

Please contact me if you have any additional questions at [glmanager@townofgrandlake.com](mailto:glmanager@townofgrandlake.com), or on my cell phone at 970-531-8900.

Respectfully submitted,



Jim White

Town Manager

## STATE OF COLORADO AMENDMENT

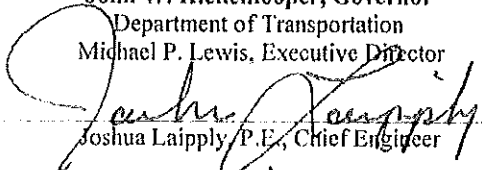

Amendment #: 2                      Project #: BRO M560-003 (20096)

### SIGNATURE AND COVER PAGE

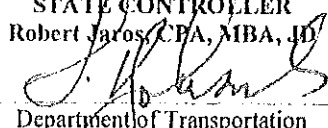
State Agency Department of Transportation		Amendment Routing Number 18-HA3-ZM-00078
Local Agency TOWN OF GRAND LAKE		Original Agreement Routing Number 16-HA3-ZH-00086
Agreement Maximum Amount	\$1,447,670.00	Agreement Performance Beginning Date The later of the effective date or December 28, 2015
		Initial Agreement expiration date December 27, 2020

### THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

<b>STATE OF COLORADO</b> John W. Hickenlooper, Governor Department of Transportation Michael P. Lewis, Executive Director  Joshua Laipply, P.E., Chief Engineer Date: <u>2/16/2018</u>	
<b>LOCAL AGENCY</b> TOWN OF GRAND LAKE   Signature <u>James C. Peterson</u> <b>MAYOR</b> By: (Print Name and Title)  Date: <u>2-5-18</u>	<b>LOCAL AGENCY</b> (2 <sup>nd</sup> Signature if Necessary)    Signature  By: (Print Name and Title)  Date: _____

In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

<b>STATE CONTROLLER</b> Robert Jaros, CPA, MBA, JD  By: _____ Department of Transportation Effective Date: <u>3/22/18</u>
---

**EXHIBIT C-2 -- FUNDING PROVISIONS**

**BRO M560-003 (20096)**

**A. Cost of Work Estimate**

The Local Agency has estimated the total cost the Work to be \$1,447,670.00, which is to be funded as follows:

<b>1. BUDGETED FUNDS</b>				
a. Federal Funds (80.00% of Participating Costs)				\$1,158,136.00
b. Local Agency Matching Funds (20.00% of Participating Costs)				\$289,534.00
<b>TOTAL BUDGETED FUNDS</b>				\$1,447,670.00
<b>2. OMB UNIFORM GUIDANCE</b>				
a. Federal Award Identification Number (FAIN):				TBD
b. Federal Award Date:				See Below
c. Amount of Federal Funds Obligated by this Action:				\$1,158,136.00
d. Total Amount of Federal Award:				\$1,158,136.00
e. Name of Federal Awarding Agency:				FHWA
f. CFDA Number – Highway Planning and Commission				CFDA 20.205
g. Is the Award for R&D?				No
h. Indirect Cost Rate (if applicable)				N/A
<b>3. ESTIMATED PAYMENT TO LOCAL AGENCY</b>				
a. Federal Funds Budgeted				\$1,158,136.00
b. Less Estimated Federal Share of CDOT-Incurred Costs				\$0.00
<b>TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY</b>				\$1,158,136.00
<b>4. FOR CDOT ENCUMBRANCE PURPOSES</b>				
a. Total Encumbrance Amount				\$1,447,670.00
b. Less ROW Acquisition 3111 and/or ROW Relocation 3109				
Net to be encumbered as follows:				\$1,447,670.00
WBS Element 20096.10.30	Performance Period Start*/End Date 9/17/2015 – 12/31/2017	Design	3020	\$72,000.00
WBS Element 20096.20.10	Performance Period Start*/End Date 1/29/2018 – 7/31/2020	Const.	3301	\$1,375,670.00

\*The Local Agency should not begin work until all three of the following are in place: 1) Phase Performance Period Start Date; 2) the execution of the document encumbering funds for the respective phase; and 3) Local Agency receipt of the official Notice to Proceed. Any work performed before these three milestones are achieved will not be reimbursable.

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- 1) **PARTIES**  
This Amendment (the "Amendment") to the Original Agreement shown on the Signature and Cover Page for this Amendment (the "Agreement") is entered into by and between the Local Agency and the State.
- 2) **TERMINOLOGY**  
Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Agreement shall be construed and interpreted in accordance with the Agreement.
- 3) **EFFECTIVE DATE AND ENFORCEABILITY**
  - A. Amendment Effective Date  
This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay the Local Agency for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in §3.B of this Amendment
  - B. Amendment Term  
The Parties' respective performances under this Amendment and the changes to the Agreement contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Agreement.
- 4) **PURPOSE**  
The Parties entered into an Agreement to design and construct the bridge rehabilitation on West Portal Drive in Grand Lake.
- 5) **MODIFICATIONS**
  - i. increase Total Budgeted Funds of \$867,600.00 by \$580,070.00 to a new Total Budgeted Funds of \$1,447,670.00;
  - ii. increase Federal Funds of \$694,080.00 by \$464,056.00 to a new Federal Funds of \$1,158,136.00;
  - iii. increase Local Agency Matching Funds of \$173,520.00 by \$116,014.00 to a new Local Agency Matching Funds of \$289,534.00;
  - iv. Construction funds of \$1,375,670.00 will be encumbered;
  - v. Exhibit C-1 shall be replaced by Exhibit C-2.
- 6) **LIMITS OF EFFECT**  
This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments or other modifications to the Agreement, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Agreement, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement or any prior modification to the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Agreement to the extent that this Amendment specifically modifies those Special Provisions.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

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**B. Matching Funds**

The matching ratio for the federal participating funds for this Work is 80.00% federal-aid funds to 20.00% Local Agency funds, it being understood that such ratio applies only to the \$1,447,670.00 that is eligible for federal participation, it being further understood that all non-participating costs are borne by the Local Agency at 100%. If the total participating cost of performance of the Work exceeds \$1,447,670.00, and additional federal funds are made available for the Work, the Local Agency shall pay 20.00% of all such costs eligible for federal participation and 100% of all non-participating costs; if additional federal funds are not made available, the Local Agency shall pay all such excess costs. If the total participating cost of performance of the Work is less than \$1,447,670.00, then the amounts of Local Agency and federal-aid funds will be decreased in accordance with the funding ratio described herein. The performance of the Work shall be at no cost to the State.

**C. Maximum Amount Payable**

The maximum amount payable to the Local Agency under this Agreement shall be \$1,158,136.00 (for CDOT accounting purposes, the federal funds of \$1,158,136.00 and the Local Agency matching funds of \$289,534.00 will be encumbered for a total encumbrance of \$1,447,670.00), unless such amount is increased by an appropriate written modification to this Agreement executed before any increased cost is incurred. It is understood and agreed by the parties hereto that the total cost of the Work stated hereinbefore is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that such cost is subject to revisions (in accord with the procedure in the previous sentence) agreeable to the parties prior to bid and award.

The maximum amount payable shall be reduced without amendment when the actual amount of the Local Agency's awarded contract is less than the budgeted total of the federal participating funds and the Local Agency matching funds. The maximum amount payable shall be reduced through the execution of an Option Letter as described in Section 7. E. of this contract.

**D. Single Audit Act Amendment**

All state and local government and non-profit organizations receiving more than \$750,000 from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of 2 CFR part 200, subpart F (Audit Requirements) see also, 49 C.F.R. 18.20 through 18.26. The Single Audit Act Amendment requirements applicable to the Local Agency receiving federal funds are as follows:

**i. Expenditure less than \$750,000**

If the Local Agency expends less than \$750,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

**ii. Expenditure of \$750,000 or more-Highway Funds Only**

If the Local Agency expends \$750,000 or more, in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the "financial" procedures and processes for this program area.

**iii. Expenditure of \$750,000 or more-Multiple Funding Sources**

If the Local Agency expends \$750,000 or more in Federal funds, and the Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization entity.

**iv. Independent CPA**

Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.

Portal Road Bridge Rehabilitation

Town of Grand Lake

Advertised Bid Opening: March 23, 2018 @ 11am

BRO M 560-003 (20096)

Bid Results

3/23/2018

CONTRACTOR	Bid form/bid schedule	Bid Bond & Form	CDOT 606 Anti-Collusion	CDOT 1413 Bidders List	CDOT 1414 DBE	% of DBE	Addendum No. 1&2	Bid Proposal Amount
Lobos Structures	X	X	X	X	X	6.50%	X	\$ 2,171,167.97
Structures Inc.	X	X	X	X	X	8.76%		\$ 1,741,998.57
Dietzler Construction	X	X	X	X	X	7.32%	X	\$ 2,048,965.00
Jalisco International	X	X	X	X	X	40.00%	X	\$ 2,097,624.80

Note: Failure to submit CDOT forms 606, 1413, and 1414 with bid shall be considered non-responsive and will be rejected. Apparent Low Bidder must submit CDOT Forms 605, 621, 1415, and 1416 no later than 4:00 PM within 5 days after the bid opening



**ARTICLE 1 – BID RECIPIENT**

- 1.01 This Bid is submitted to:  
**Town of Grand Lake, 1026 Park Avenue, Grand Lake, CO 80447**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

- 3.01 In submitting this Bid, Bidder represents that:
  - A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
1	MARCH 1, 2018
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder 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. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance

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- of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
  - G. Bidder 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 Bidding Documents.
  - H. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
  - I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
  - J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### ARTICLE 4 – BIDDER'S CERTIFICATION

##### 4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 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;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid 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.

**ARTICLE 5 – BASIS OF BID**

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s): *See attached Bid Schedule*

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

**ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. List of Project References;
  - C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
  - D. Contractor's License No.: [REDACTED] [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
  - E. CDOT Forms:
    - 1. Form 605: Contractor's Performance Capability Statement
    - 2. Form 606: Anti-Collusion Affidavit
    - 3. Form 621: Assignment of Antitrust Claims
    - 4. Form 1413: Bidders List
    - 5. Form 1414: Anticipated DBE Participation Plan
    - 6. Form 1415: DBE Commitment Confirmation
    - 7. Form 1416: Good Faith Effort Report
  - F. Bid Schedule – Complete and Signed

**ARTICLE 8 – DEFINED TERMS**

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

STRUCTURES, Inc.

By: [Signature]

*Thomas Jackson*

[Printed name]

THOMAS JACKSON

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: [Signature]

*Robert C. Cline*

[Printed name]

ROBERT C. CLINE

Title:

V.P.

Submittal Date:

MARCH 23, 2018

Address for giving notices:

4 INVERNESS COURT EAST, SUITE 250

ENGLEWOOD, CO 80112

Telephone Number:

(303) 770-7878

Fax Number:

(303) 770-7667

Contact Name and e-mail address:

THOMAS JACKSON

TOM@STRUCTURESINC.NIET

Bidder's License No.:

186

Portal Road Bridge Rehabilitation  
 Bid Schedule

Project No./Code · BRO M 560-003 (20096)

Name of General Contractor: \_\_\_\_\_

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
201-00000	Clearing and Grubbing	LS	1	22,398.14	22,398.14
202-00220	Removal of Asphalt Mat	SY	410	12.81	5,252.10
202-00250	Removal of Pavement Marking	SF	26	5.13	133.38
202-00495	Removal of Portions of Present Structure	LS	1	111,126.63	111,126.63
202-05300	Removal and Disposal of Paint	LS	1	64,154.93	64,154.93
206-00000	Structure Excavation	CY	100	52.59	5,259.00
206-00100	Structure Backfill (Class 1)	CY	30	109.37	3,281.10
207-00205	Top Soil	CY	22	62.33	1,384.46
208-00020	Silt Fence	LF	330	3.18	1,049.40
208-00045	Concrete Washout Structure	EACH	1	3,735.76	3,735.76
208-00200	Erosion Control Supervisor	LS	1	11,762.66	11,762.66
210-00810	Reset Ground Sign	EACH	1	216.76	216.76
212-00006	Seeding (Native)	ACRE	0.1	12,831.00	1,283.10
213-00004	Mulching (Weed Free Straw)	ACRE	0.1	12,831.00	1,283.10
213-00061	Mulch Tackifier	LB	10	5.13	51.30
240-00000	Wildlife Biologist	HOUR	20	237.37	4,747.40
240-00010	Removal of Nests	HOUR	20	152.07	3,041.40
240-00020	Netting	SY	288	22.98	6,618.24
250-00010	Environmental Health and Safety Management	LS	1	8,340.13	8,340.13
250-00050	Monitoring Technician	HOUR	20	141.14	2,822.80
250-00110	Health and Safety Officer	HOUR	40	192.46	7,698.40
304-06007	Aggregate Base Course (Class 6)	CY	95	95.96	9,116.20
403-00720	Hot Mix Asphalt (Patching)(Asphalt)	TON	187	252.62	47,337.84
508-00200	Timber Arch	EACH	2	48,342.38	96,684.76
509-00000	Structural Steel	LB	1085	11.14	12,086.70
509-00001	Structural Steel (Galvanized)	LB	4629	3.67	16,988.43
509-90003	Paint Structural Steel	LS	1	384,929.68	384,929.68
515-00120	Waterproofing Membrane	SY	541	27.42	14,834.22
518-01004	Bridge Expansion Device (0-4 Inch)	LF	70	273.85	19,170.20

Portal Road Bridge Rehabilitation  
 Bid Schedule

Project No./Code BRO M 560-003 (20096)

Name of General Contractor:

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
601-03040	Concrete Class D (Bridge)	CY	262	923.95	242,069.45
601-40300	Structural Concrete Coating	SY	516	72.25	37,281.00
602-00009	Reinforcing Steel	LB	188	1.45	272.60
602-00020	Reinforcing Steel (Epoxy Coated)	LB	66046	1.59	105,013.14
606-00301	Guardrail Type 3 (6-3 Post Spacing)	LF	12.5	79.55	994.38
606-01370	Transition Type 3G	EACH	3	4381.75	13,145.25
606-01385	Transition Type 3J	EACH	2	3,362.85	7,005.72
606-01390	End Anchorage Type 3K	EACH	2	3,117.55	6,235.10
606-02003	End Anchorage (Nonflared)	EACH	3	5,241.46	15,724.38
606-11032	Bridge Rail Type 10M (Special)	LF	320	339.72	106,809.60
614-85130	Impact Attenuator (Quadguard II)	EACH	1	27,523.90	27,523.90
620-00020	Sanitary Facility	EACH	1	2,023.06	2,023.06
625-00000	Construction Surveying	LS	1	12,349.82	12,349.82
626-00000	Mobilization	LS	1	140,257.47	140,257.47
627-00005	Epoxy Pavement Marking	GAL	6	296.30	1,778.20
630-00000	Flagging	HOURL	120	34.24	4,108.80
630-00007	Traffic Control Inspection	DAY	154	577.31	88,918.04
630-00012	Traffic Control Management	DAY	22	449.08	9,879.76
630-80335	Barricade (Type 3 M-A)(Temporary)	EACH	4	441.5	1,766.00
630-80341	Construction Traffic Sign (Panels Size A)	EACH	10	12.83	128.30
630-80342	Construction Traffic Sign (Panels Size B)	EACH	8	12.83	102.64
630-80364	Drum Channelizing Device(With Light)(Steady Burn)	EACH	14	12.83	179.62
700-70010	F/A Minor Contract Revisions	FA	1	\$50,000	\$50,000
700-70021	F/A On-The-Job Trainee	FA	1	\$0.00	\$0
700-70380	F/A Erosion Control	FA	1	\$2,500.00	\$2,500

Project Total =

1,741,998.57

Project Total in Words:

\$ one million seven hundred forty one thousand nine hundred ninety eight dollars 57  
 100

**COLORADO DEPARTMENT OF TRANSPORTATION  
ANTI-COLLUSION AFFIDAVIT**

PROJECT NO.

*BRO M 560-003*

LOCATION

*TOWN OF GRAND LAKE*

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose or with the effect of restricting competition with any other firm or person who is a bidder or potential prime bidder.
- 2A. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential prime bidder on this project, and will not be so disclosed prior to bid opening.
- 2B. Neither the prices nor the amount of the bid of any other firm or person who is a bidder or potential prime bidder on this project have been disclosed to me or my firm.
- 3A. No attempt has been made to solicit, cause or induce any firm or person who is a bidder or potential prime bidder to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
- 3B. No agreement has been promised or solicited for any other firm or person who is a bidder or potential prime bidder on this project to submit an intentionally high, noncompetitive or other form of complementary bid on this project.
4. The bid of my firm is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any firm or person to submit any intentionally high, noncompetitive or other form of complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting any intentionally high, noncompetitive or other form of complementary bid, or agreeing or promising to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
8. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from the Colorado Department of Transportation, of the true facts relating to submission of bids for this contract.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Contractor's firm or company name  <p style="text-align: center;"><i>STRUCTURES, INC.</i></p>	By <p style="text-align: center;"><i>Sharon A. Smith</i></p>	Date <p style="text-align: center;"><i>3/23/18</i></p>
Title <p style="text-align: center;"><i>PRESIDENT</i></p>		
2nd contractor's firm or company name. (If joint venture.)	By	Date
Sworn to before me this <i>22<sup>nd</sup></i> day of <i>March</i> 20 <i>18</i>		
Notary Public <p style="text-align: center;"><i>Mary Gina Cominiello</i></p>	<div style="border: 1px solid black; padding: 5px; display: inline-block;">                     MARY GINA COMINIELLO                      NOTARY PUBLIC                      STATE OF COLORADO                      NOTARY ID 20124059920                      MY COMMISSION EXPIRES SEPTEMBER 13, 2020                 </div>	
My commission expires <p style="text-align: center;"><i>September 13, 2020</i></p>		
NOTE: This document must be signed in ink.		

COLORADO DEPARTMENT OF TRANSPORTATION

BIDDERS LIST

Project Name/Description	Project Number	Project Code/ SubAccount	Proposal Date
PORTAL ROAD BRIDGE REHABILITATION	BROM 560-C03	20096	3/23/18
Contractor STRUCTURES, INC.			Region 3

Subcontractors/Suppliers/Vendors: The bidder must list all firms seeking to participate on the contract. This information is used by the Colorado Department of Transportation (CDOT) to determine overall goals for the Disadvantaged Business Enterprise Program. Failure to submit this form may result in the proposal being rejected.

Firm Name	Email	Work Proposed (Select all that apply)	DBE (Y/N)	Selected (Y/N)
NPW	JOSHUA@NPWCONTRACTING.COM	Water/sewer pipe	Y	Y
YOUR WAY		TRAFFIC CONTROL	Y	Y
ZYSTRA BAKER	BRITA@ZBSTUC.NET	SURVEYING	NO	Y
ABCO	JORDAN@ABCOCONTRACTING.COM	UTILITY PIPELINES	NO	NO
ACORO ASPHALT	CACORD@LINC.COM	ASPHALT	NO	YES
CC ENTERPRISES	JERRY@CCENTRIES.COM	TRAFFIC CONTROL	YES	NO

I certify that the information provided herein is true and correct to the best of my knowledge.

Name THOMAS JACKSON	Signature/Initials <i>Thomas Jackson</i>	Title PRESIDENT	Date 3/23/18
------------------------	---	--------------------	-----------------

- Work Proposed Categories:
- |  |  |  |
|--|--|--|
| 1. Materials and Supplies                      | 11. Structural Steel and Steel Reinforcement         | 21. Clearing, Demolition, Excavation and Earthwork |
| 2. Flagging and Traffic Control                | 12. Riprap and Anchored Retaining Walls              | 22. Engineering and Surveying Services             |
| 3. Trucking and Hauling                        | 13. Landscape and Erosion Control                    | 23. Public Relations and Involvement               |
| 4. Precast Concrete, Foundations, and Footings | 14. Bridge and Bridge Deck Construction              | 24. Piles and Deep Foundations                     |
| 5. Concrete Paving, Flatwork and Repair        | 15. Asphalt Paving                                   | 25. Waste Management and Recycling                 |
| 6. Lighting and Electrical                     | 16. Road and Parking Lot Marking                     | 26. Site Clean Up                                  |
| 7. Signs, Signal Installation, and Guardrail   | 17. Chip Seal, Crack Seal, Joint Seal and Crack Fill | 27. Mechanical and HVAC                            |
| 8. Fencing                                     | 18. Bridge Painting and Coating                      | 28. Tunnel Construction                            |
| 9. Buildings and Vertical Structures           | 19. Stairway and Ornamental Metal                    | 29. Profiling and Grinding                         |
| 10. Utility, Water and Sewer Lines             | 20. Parking Lots and Commercial Sidewalks            | 30. Environmental Health and Safety                |

This form must be submitted by the proposal deadline. For CDOT projects, submit to cdot\_hq\_dbefoms@state.co.us.



# ANTICIPATED DBE PARTICIPATION PLAN

Bidder:	<i>STRUCTURES INC.</i>	Project:	<i>BR0 M 560 -003</i>
Contact:	<i>ROBERT CHINE</i>	Project Code:	<i>20096</i>
Phone:	<i>(303) 770 -7878</i>	Date of Proposal:	<i>3/23/2018</i>
Email:	<i>ROBERT@STRUCTURESINC.NET</i>	Contract Goal:	<i>6.5%</i>
Preferred Contact Method:		Region:	<i>3</i>

**DBE Commitments**

DBE Firm Name	Work to Be Performed	Commitment Amount	Eligible Participation
<i>YOUR WAY</i>	<i>TRAFFIC CONTROL</i>	<i>86,000<sup>00</sup></i>	<i>86,000<sup>00</sup></i>
<i>AMERICAN STRIPING</i>	<i>PAVE MARKING</i>	<i>3,279<sup>00</sup></i>	<i>3,279<sup>00</sup></i>
<i>CONCRETES</i>	<i>GUARD RAIL</i>	<i>63,275<sup>00</sup></i>	<i>63,275<sup>00</sup></i>
Total Eligible Participation			<i>152,554<sup>00</sup></i>
Total Bid Amount			<i>1,741,998<sup>57</sup></i>
Total Eligible Participation Percentage			<i>8.76%</i>


**Bidder Signature**

This section must be signed by an individual with the authority to bind the Bidder. By signing this form, as an authorized representative of the Bidder, you declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are true and complete to the best your knowledge. Further, you attest that you have read the Standard Special Provision Disadvantaged Business Enterprise Requirements and understand the following:

CDOT shall not award a contract until it has been determined that the contract goal has been met or that you have otherwise demonstrated good cause. Once your proposal has been submitted, commitments may not be modified or terminated without the approval of CDOT. If selected as the lowest apparent bidder, you shall submit a Form 1415 for each commitment listed above. If you have not met the contract goal, you will also be required to submit documentation of all good faith efforts to meet the contract goal.

It is your responsibility to ensure that the selected DBEs are certified for the work to be performed and that their eligible participation has been properly counted. For additional information and instructions on calculating eligible participation, see the Standard Special Provision Disadvantaged Business Enterprise Requirements.

<i>ROBERT CHINE</i>	<i>V.P.</i>	<i>[Signature]</i>	<i>3/23/18</i>
Name	Title	Signature	Date

NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)	
<b>CONTRACT INFORMATION (Contractor to complete Blocks 1-4)</b>	
<b>1. Contractor Information</b>	
Firm Name: Structures, Inc.	CAGE Code: 3L7T3
Address: 4 Inverness Court East, Suite 250, Englewood, CO 80112	DUNS Number: 09-0389177
Phone Number: 303-770-7878	
Email Address: Tom@structuresinc.net	
Point of Contact: Tom Jackson	Contact Phone Number: 303-770-7878
<b>2. Work Performed as:</b> <input checked="" type="checkbox"/> Prime Contractor <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (Explain)	
Percent of project work performed: 66.1%	
If subcontractor, who was the prime (Name/Phone #):	
<b>3. Contract Information</b>	
Contract Number: FBR 120A-010	
Delivery/Task Order Number (if applicable): 18013	
Contract Type: <input checked="" type="checkbox"/> Firm Fixed Price <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Other (Please specify):	
Contract Title: State Highway 120 Bridge Replacement	
Contract Location: Fremont County, CO	
Award Date (mm/dd/yy): 8/7/2012	
Contract Completion Date (mm/dd/yy): 250 Working Days, est. October 2013	
Actual Completion Date (mm/dd/yy): August 2014	
Explain Differences: Railroad overhead utility relocations required to construct the bridge and complete the project in original contract and VE proposal caused significant delays.	
Original Contract Price (Award Amount): \$3,753,203	
Final Contract Price (to include all modifications, if applicable): \$4,371,595	
Explain Differences: Typical various unknown differing site conditions such as unknown waterline removal. Added work by owner, i.e. storm sewer piping and channel rip rap work. Most significant was the costs due to the extreme delays from the railroad overhead utility relocation.	
<b>4. Project Description:</b>	
Complexity of Work <input type="checkbox"/> High <input checked="" type="checkbox"/> Med <input type="checkbox"/> Routine	
How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.) This project is similar in that it is a roadway bridge with cast-in-place concrete, bridge railing, bridge demolition and requires heavy construction concrete and equipment skills. This project also involved traffic control, erosion control, and minor earthwork.	
<b>CLIENT INFORMATION (Client to complete Blocks 5-8)</b>	
<b>5. Client Information</b>	
Name: DAN DAHLKE	
Title: RESIDENT ENGINEER	
Phone Number: 719-562-5509	
Email Address: dan@dahlke.state.co.us	
<b>6. Describe the client's role in the project:</b>	
OWNER - R&P (Colorado Department of Transportation)	
<b>7. Date Questionnaire was completed (mm/dd/yy):</b> 3/8/2017	
<b>8. Client's Signature:</b> 	

NOTE: NAVFAC/USACE REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO USACE WITH THEIR

### BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

**BIDDER (Name and Address):**  
Structures, Inc.  
4 Inverness Court East, Suite 250  
Englewood, CO 80112

**SURETY (Name, and Address of Principal Place of Business):**  
Western Surety Company  
333 S. Wabash Avenue  
Chicago, IL 60604

**OWNER (Name and Address):**  
Town of Grand Lake  
1026 Park Avenue  
Grand Lake, CO 80447

**BID**

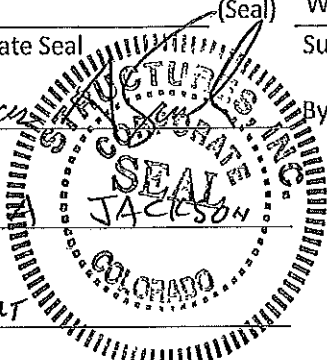
Bid Due Date: March 23rd, 2018  
Description (Project Name— Include Location):  
Portal Road Bridge Rehabilitation - Project No. BRO M560-003, Grand Lake, CO

**BOND**

Bond Number: N/A  
Date: March 23rd, 2018  
Penal sum Five Percent of Amount Bid-- § (--5%--)  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

<b>BIDDER</b> Structures, Inc. _____ (Seal)	<b>SURETY</b> Western Surety Company _____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: <u>[Signature]</u> Signature	By: <u>[Signature]</u> Signature (Attach Power of Attorney)
<u>THOMAS</u> Print Name	<u>Karen A. Feggestad</u> Print Name
<u>PRESIDENT</u> Title	<u>Attorney-in-Fact</u> Title
Attest: <u>[Signature]</u> Signature	Attest: <u>[Signature]</u> Signature
Title <u>WITNESS</u>	Title Witness



Note: Addresses are to be used for giving any required notice.  
Provide execution by any additional parties, such as joint venturers, if necessary.

 MEMBER <b>NASBP</b> <small>NATIONAL ASSOCIATION OF</small>	<b>MOODY INSURANCE AGENCY, INC.</b> 8055 East Tufts Avenue, Suite 1000 DENVER, COLORADO 80237 PHONE: (303) 824-6600
--	--

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to Issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to Issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Evan E Moody, Karen A Feggstad, Bradley J Moody, Tina Marie Post, Jody L Anderson, Ashlea Mc Caughey, Individually**

of Denver, CO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 26th day of December, 2017.



WESTERN SURETY COMPANY

*Paul T. Bruflat*

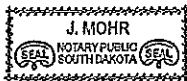
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 26th day of December, 2017, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



*J. Mohr*

J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23rd day of March, 2018



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

STRUCTURES, INC.

is a

Corporation

formed or registered on 11/24/1998 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19981208883 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/19/2018 that have been posted, and by documents delivered to this office electronically through 03/22/2018 @ 08:20:20 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/22/2018 @ 08:20:20 in accordance with applicable law. This certificate is assigned Confirmation Number 10794020 .



Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*



Alfred Benesch & Company  
7979 E. Tufts Avenue, Suite 800  
Denver, CO 80237  
www.benesch.com  
P 303-771-6868  
F 303-741-6745

January 22, 2018

Jim White, Town Manager  
Town of Grand Lake  
PO Box 99  
Grand Lake, CO 80447

Re: Portal Road Bridge Rehabilitation  
BRO M560-003 (CP 20096)  
Proposal for Construction Inspection and Construction Phase Services

Dear Jim:

Thank you for the opportunity for Alfred Benesch & Company (Benesch) to submit this proposal to provide bid assistance and construction inspection services for the Portal Road Bridge Rehabilitation. The project generally consists of the rehabilitation of a two lane bridge carrying Portal Road over the North Inlet Creek on the north side of Grand Lake, Colorado. The total project length is approximately 290 feet of two lane road and bridge.

Benesch will serve as the Town's agent and represent them in all matters related to construction inspection services for this project. Benesch will be responsible for monitoring and inspecting the construction and performing related services as requested to assist the Town with determining that the project is constructed in conformity with the plans, specifications, and special provisions. Benesch will coordinate with the Town throughout the project. The project has federal funding. Therefore, CDOT will also be involved with oversight, and the work will need to be in accordance with the CDOT Local Agency Manual and federal guidelines. Benesch's proposed scope of services and fee for the bid and construction inspection services are provided hereafter.

#### SCOPE OF SERVICES

##### Bid Assistance Services

Please refer to the attached Exhibit A for Benesch's proposed scope and schedule for bid assistance and construction inspection services.

Benesch will assist the Town in finding a service to advertise the project state wide and to facilitate distribution of the bid documents (plans and specifications). Preferably this will be an online (web based) service. Benesch will also assist the Town in distribution of the bid documents. Benesch will review contractor questions and issue addenda as needed to clarify the project intent.

##### Construction Inspection Services

The construction inspection services and tasks will only be performed with the knowledge of the Town. A detailed breakdown of services to be provided can be found in Exhibit A.

The scope of services includes the number of weeks of inspection services estimated to be required for the project. If the project is delayed and requires additional weeks of inspection, we will charge these services at our standard billing rates.

Dan Bechtold will remain involved in the project, however, Jess Hastings will take the lead on managing our inspection services:

Additional Construction Phase Services

Benesch will provide construction engineering (as needed) to resolve situations that may arise during construction and additional inspection by Dan Bechtold. Our subconsultant, H-P/Kumar, will provide construction materials testing to comply with CDOT requirements.

**COMPENSATION**

Benesch proposes to perform the construction inspection services defined herein and in Exhibit A and the additional construction phase services defined herein on a time and materials basis up to a not to exceed fee amount of \$164,715.00.

Please refer to the attached Exhibit B for our detailed estimate of fees.

We look forward to working with you on this project. Please feel free to contact us with any questions or comments about this proposal.

Thank you.

Respectfully submitted,



Daniel Bechtold, PE  
Project Manager

Attachments: Exhibit A – Scope of Services  
Exhibit B – Estimate of Fees for Construction Inspection Services



Exhibit A  
**SCOPE OF SERVICES**

**CONSTRUCTION ENGINEERING**  
for

**PORTAL ROAD BRIDGE REHABILITATION**  
**BRO M560-003 (CP 20096)**

Prepared on 1/22/2018

**A. PROJECT DESCRIPTION**

This scope provides for bid assistance and construction engineering services for the above identified project.

Alfred Benesch & Company (Consultant), shall serve as agent for the Town of Grand Lake (Town), representing the Town in all matters related to construction engineering services for this project.

It shall be the responsibility of the Consultant to monitor and inspect construction and perform related services as requested to assist the Town with determining that the project is constructed in conformity with the plans, specifications, and special provisions. The Consultants' construction engineering services shall be performed as needed to assist the Town in meeting the requirements for a federally funded project with CDOT oversight.

The Consultant shall inspect the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the Town and CDOT, and direct the Contractor to correct such observed discrepancies. The Consultant has no authority to stop work; only the Town has that authority.

**B. APPLICABLE PUBLICATIONS**

Work shall be done in accordance with the following materials as currently adopted at the time of letting:

1. Project Contract
2. Project Construction Documents, including:
  - a. Project Plans
  - b. Project Manual and Special Provisions
  - c. CDOT Standard Specifications for Road and Bridge Construction
3. CDOT Construction Manual
4. CDOT Field Materials Manual
5. Manual on Uniform Traffic Control Devices (MUTCD) and CDOT's supplement to the MUTCD
6. Other materials and publications referenced by 1-5 above.

**C. TOWN SHALL PROVIDE**

The Town, on an as needed basis, will furnish the following for the project.

1. Project Manager to coordinate with Consultant Project Manager

2. Meeting location for pre-bid, pre-construction and other related meetings
3. Coordination with CDOT concerning pay applications, approval for bid, change orders, project close out, etc.

**D. CONSULTANT SHALL PROVIDE**

1. Bid Assistance, Project Management and Coordination. This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices and monthly progress reports; prepare project correspondence with the Town and/or CDOT; maintain project records; and perform other duties of the Project Engineer, as defined in the CDOT Standard Specifications for Road and Bridge Construction.
  - 1.1 Bid Assistance shall include the following:
    - Assist the Town in advertising the project to reach a state wide audience.
    - Assist the Town in distribution of the bid documents.
    - Review contractor questions and issue addenda as necessary.
  - 1.2 Project Management activities shall include the following:
    - Project Management – Provide management of project including staffing, scheduling, invoicing, progress reports, and coordination with designer.
    - Prepare Change Orders and submit copies to the appropriate parties for approval and full execution.
    - Maintain detailed Project Records and keep them current. All records shall be available at the Town's office upon completion of the project or as otherwise requested during the project.
    - Review Contractor's progress and final pay estimates.
    - Review Contractor's Construction Schedule.
    - Coordinate with Town regarding all project activities associated with the work contained within this scope of services.
2. Meetings. Project staff will meet with the Town, the Contractor, and CDOT when requested, and prepare minutes of the meeting.
  - 2.1 Preconstruction Conference – Assist the Town to prepare the agenda, attend, and distribute meeting notes.
  - 2.2 Construction Progress Meetings – Prepare the agenda, attend, and conduct regular progress meetings with the Town and/or CDOT personnel, contractor, sub-contractors, utility personnel, and other agencies affected by the project. There will be approximately 22 progress meetings.
  - 2.3 Other meetings may be required for reasons such as addressing project issues, preplanning for key construction activities, (i.e., pre-pour meeting), etc. Such meetings will be handled similar to the Progress Meetings and occur on an as needed basis.
3. SWMP Inspections. Consultant shall conduct inspections with the Contractor weekly and after every significant weather event according to permit regulations. The Contractor's Stormwater

Management Plan (SWMP) Manual shall be enforced according to CDOT and/or Town requirements.

4. Construction Inspection. Consultant shall complete inspection work in accordance with the references list in Section B of this Exhibit. Consultant shall assume the duties of "Inspector", "Project Engineer", and also "Engineer" (unless the context of use of the term "Engineer" would otherwise require), as those terms are defined and duties set out in the CDOT Standard Specifications for Road and Bridge Construction. Consultant shall assume that it is responsible for all duties of the "Engineer" unless notified otherwise by Town.

4.1 Construction Inspection: Duties for construction inspection will include, but are not limited to, the following items:

- Make observations of the construction work and document project activities on a regular basis.
- Conduct wage rate interviews and review payrolls for correctness and Davis-Bacon Wage Rate compliance.
- Verify that the performance of the work is in conformance with the plans, specifications, and special provisions. Standard CDOT review and documentation requirements will be met.
- Conduct reviews for compliance with Disadvantaged Business Enterprise (DBE) commitments.
- Monitor the project for compliance with environmental commitments and permits.
- Review and monitor work zone traffic control devices.
- Collect, sign/date, and file all delivery tickets and material certifications.
- Review and verify material certifications, letters of compliance, etc., for conformance with project requirements.
- Review Contractor submittals, including shop drawings, materials certifications, requests for substitutions, plans of action (such as Girder Erection Plan), etc. Coordinate the assistance of the Designer and/or Town to complete this task, when needed or required.
- Review and respond to Requests for Information (RFI's). Coordinate the assistance of the Designer to complete this task, when needed or required.
- Draft and review change order or time extension request including explanation of the issue and resolution and the justification for accepted prices and forward to Town. Once reviewed by CDOT, proceed with the approval process. Forward a signed hardcopy to CDOT for further processing.
- Communicate and coordinate plan revisions and change orders with the Designer.
- Review periodic progress estimates and forward to Town for further approval.
- Review critical path schedule prepared by the Contractor for appropriateness and progress.

4.2 Measure, calculate, and document quantities of pay items.

4.3 Keep current and detailed Working Day Time Count.

4.4 Maintain appropriate daily work reports and keep all data and records up to date.

4.5 Assume the inspector will obtain lodging in Grand Lake and make trips home on the weekend. Assume 34 trips to the site for construction inspection and up to 22 weeks of lodging.

5. Project Closeout. Project Closeout activities shall include the following:
- 5.1 Final Inspections - Consultant shall prepare a punch list of items for the project site and conduct a final project walk-through inspection with the Town and CDOT Representative to verify that corrective work identified on the punch list has been completed.
  - 5.2 As-Built Drawings - Prepare As-built drawings to the extent requested by the Town.
  - 5.3 Final Documentation - Assst Town with compiling project construction records associated with the work contained within this scope of services as requested. These records include, but are not limited to, the following:
    - Final Acceptance Letter
    - Contractor Acceptance of Final Estimate
    - Letter of Final Materials Certification
    - Final Materials Documentation Checklist
    - Advertisement for Final Settlement
    - EEO Certification Letter
    - Contractor DBE Payment Certification
    - Local Agency Final Acceptance Certification Letter
    - Local Agency Final Data
    - Signed As-Built Plans
    - Document requesting Project Closure to CDOT

E. SCHEDULE

The base assumptions for the construction engineering services schedule are as follows:

<u>Project Startup</u> - including work activities such as Preconstruction Meeting, internal project setup, construction documentation setup, advance work with contractor, (including coordination, submittal review, and answering questions), etc.	10 Days (2 Weeks)
<u>Project Construction</u> – 154 Calendar Days (4/30/18 - 9/30/18)	154 Days (22 Weeks)
<u>Project Closeout</u> - including defined closeout activities and documentation, final inspections (punch list related), finalize as-built drawings, etc.	10 Days (2 Weeks)
Base Length of Schedule:	130 Days (26 Weeks)

The Consultant understands that the actual calendar time for performing the construction engineering services is expected to be an unknown longer duration than the base length of schedule indicated above. This is due to unknowns such as how much time passes between the Contractor receiving notice to proceed and then actually starting work, weather or other construction delays, change orders, etc. Consultant shall provide the construction engineering services indicated herein as needed from the execution date through the Town specified completion

date of the Town-Consultant Agreement (Work Order). The time limit of the Agreement shall be set by the Town. If it appears that the construction project and/or requested services are going to exceed the time limit of the Agreement, the Consultant shall notify the Town accordingly.

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Note: To meet the Town's needs and upon request, Benesch will be happy to negotiate an increase or reduction to the scope of work or services to be provided for this project.


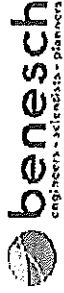
 MAYOR 2-5-18  
JAMES C. PETERSON

Exhibit B  
 Estimate of Fee for Construction Inspection Services

Town of Grand Lake  
 Portal Road Bridge Rehabilitation  
 BRO M550-003 (CP-20096)

Prepared on: 1/22/2018



Hourly Rate	Position
\$191.00	Sr. Project Manager (Steve Banks)
\$172.00	Project Manager II (Dan B/Matt S)
\$145.00	Project Manager (Jesse Hastings)
\$120.00	Project Engineer II (James Newberry)
\$87.00	Designer II (Samir Mizyed)
\$87.00	Construction Rep II (Kyle Carey)

Task	Hours by Employee								Expenses	Total
	SR	PM	PM II	PM	PE II	DE II	CR II	CR II		

Bid Assistance

Refer to Exhibit A - Scope of Services for task details and base assumptions for construction engineering services schedule.

Advertise Project  
 Coordinate delivery of bid documents  
 Prepare agenda and distribute

1	8									\$1,567.00
1	8									\$1,567.00
1	8									\$1,567.00

Construction Inspection

Project Startup Tasks  
 Pre-Construction Meeting  
 Project Prep

6							6			\$120.00	\$1,512.00
4							20				\$2,320.00

Project Construction Tasks

Construction Inspection & Administration  
 > Assumes 8 hours per week for PM/PE and 9 hours a days for Inspector for 22 weeks of active construction

88				88			990			\$25,740.00	\$135,190.00
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Additional Construction Phase Services

Material Testing (H-P/Kumar)  
 Additional Construction Support

										\$3,631.00	\$3,631.00
										\$480.00	\$5,984.00

Project Closeout Tasks

Final Walkthrough  
 As-Built Plans  
 Final Documentation

6							6			\$120.00	\$1,512.00
4							12				\$1,624.00
20							60			\$121.00	\$8,241.00

3	56	128	88	0			1094				
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Total Fee (Not To Exceed Limit): **\$164,715.00**

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Kumar & Associates, Inc.  
Geotechnical and Materials Engineers  
and Environmental Scientists



2390 South Lipan Street  
Denver, CO 80223  
phone: (303) 742-9700  
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email: [kadenvr@kumarusa.com](mailto:kadenvr@kumarusa.com)  
[www.kumarusa.com](http://www.kumarusa.com)

Office Locations: Denver (HQ), Parker, Colorado Springs, Fort Collins, Glenwood Springs, and Summit County, Colorado

January 18, 2018

Jess E. Hastings, P.E.  
Alfred Benesch & Company  
7979 E. Tufts Avenue, Suite 800  
Denver, CO 80237

Subject: Proposed Scope of Services and Fee Estimate to Provide Owners Assurance  
Materials Testing Services, Portal Road Bridge Rehabilitation over North Inlet Creek,  
Grand Lake, Colorado

Proposal No. P-18-129

Dear Jess:

Kumar & Associates, Inc., is pleased to submit this proposal to provide observation and construction materials testing services for the Portal Road Bridge Rehabilitation over North Inlet Creek to be constructed in Grand Lake, Colorado. Kumar & Associates, Inc., previously performed a Geotechnical Engineering Study for this site and our results were presented under our Project No. 16-9-152, dated September 6, 2016.

We have proposed a level of observation and testing which we feel consistent with the nature of work and degree of documentation the owner and engineer feel will be required to cover the requirements of the plans and specifications. If the owner or engineer determine that the scope of work is inaccurate or a particular item of testing should be increased, decreased or is unnecessary, or will be provided by others, we will modify our scope of work accordingly.

#### SCOPE OF WORK

Based on our understanding of the project, the construction plans and the bid quantities provided, we propose the following:

1. Provide certified engineering technicians on an as needed full to part time basis to sample, test and document all materials generated and produced on the project as well as perform construction observations and provide daily reports. The technician will be equipped with adequate equipment to provide the testing including nuclear moisture-density gauges and concrete air meters and slump cones.
2. Scheduling of the planned work will be on a daily basis through the designated Project Engineer. Technician time spent on the site will also be coordinated with the Project Engineer.
3. Submit field logs and observation reports on a daily basis to the Project Engineer. The field logs will include field tests and results and sample collection for laboratory testing. The project engineer will also be contacted on a daily basis for sample test non-compliance.
4. Perform laboratory testing on the samples obtained in the field. The laboratory testing will be performed at the Kumar & Associates, Inc. certified main laboratory facility.

5. The collection of samples, field testing, and laboratory testing will be based on the minimum sampling and testing requirements outlined in the project plans, specifications as well as the 2018 CDOT Field Materials Manual. The technician will review project quantities on a weekly basis to ensure that sufficient tests have been performed for all material placed to date on the project. Based on the bid quantities provided, the minimum materials sampling and testing requirements are attached.
6. Test results and observations shall be document on the appropriate forms. The test data will be reviewed and approved by a Professional Engineer registered in the State of Colorado.

**FEE ESTIMATE**

Based on the scope of work identified above, information provided and our experience on similar projects in which we have completed in the past, a breakdown of the proposed fee estimate to complete the services is as follows:

Engineering and Technician Fees

Project Manager: 4 hrs. @ \$115/hr. ....	\$	460.00
Engineering Technician: 35 hrs. @ \$55/hr. ....	\$	1,925.00
Word Processing: 3 hrs. @ \$47/hr. ....	\$	141.00
Subtotal.....	\$	2,526.00

Laboratory Testing

Soils

2 Modified Proctors @ \$100/ea.....	\$	200.00
2 Gradations @ \$80/ea.....	\$	160.00
2 Atterberg Limits @ \$45/ea. ....	\$	90.00
1 R-Value @ \$350/ea. ....	\$	350.00
1 LA Abrasion @ \$125/ea.....	\$	125.00

Concrete

15 Compressive Strength Cylinders @ \$12/ea. ....	\$	180.00
Subtotal Laboratory Testing.....	\$	1,105.00

**Total Fee Estimate ..... \$ 3,631.00**

Our proposal is based on the project quantities. The actual testing and observation schedule may vary depending upon the speed and efficiency of the various contractors and weather conditions, all of which are beyond our control. Please note that efforts will be made to combine as much of the different phases of testing required into single site visits resulting in reduced costs.

The estimated fees do not include possible retesting of substandard materials or conditions or requested trips in excess of the estimated scope. Our fees will be based on our hourly and unit costs in accordance with the attached Fee Schedule and General Conditions. The Terms and Conditions on the reverse side of the attached Fee Schedule contain a limitation of Kumar & Associates' liability. Please note that the hourly and unit rates include vehicle, mileage and necessary equipment.



If you have any questions concerning the scope of work or estimated fees, please do not hesitate to call. We will be happy to sit down with you and amend our construction estimate based on the contractor's and owner's needs or concerns regarding the observation and testing. Thank you for considering Kumar & Associates, Inc., for the construction observation and materials testing services on this project.

Sincerely,  
KUMAR & ASSOCIATES, INC.



By  
Carey L. Jones,  
Project Manager

CLJ  
Enclosures  
cc: Book, File

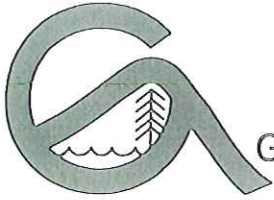
ENGINEERING AND FIELD TECHNICAL SERVICES	
Principal Engineer.....	\$160.00 - \$195.00/hr.
Senior Project Engineer/Geologist/Manager.....	\$100.00 - \$145.00/hr.
Project Engineer/Geologist/Scientist.....	\$90.00 - \$115.00/hr.
Staff Engineer/Geologist/Scientist.....	\$70.00 - \$90.00/hr.
Project Supervisor.....	\$90.00 - \$125.00/hr.
Construction Inspector I.....	\$65.00 - \$75.00/hr.
Construction Inspector II.....	\$75.00 - \$90.00/hr.
Environmental Specialist/Scientist.....	\$90.00 - \$110.00/hr.
Environmental Field Technician/Geologist.....	\$65.00 - \$75.00/hr.
Safety Professional.....	\$100.00 - \$120.00/hr.
Project Administrator.....	\$95.00 - \$110.00/hr.
Staff Administrator.....	\$60.00 - \$70.00/hr.
Exploration Field Engineer/Technician/Geologist.....	\$65.00 - \$75.00/hr.
Construction Materials Testing Technicians:	
• Field Observation.....	\$65.00 - \$75.00/hr.
• Concrete.....	\$45.00 - \$55.00/hr.
• Soils, Reinforcing Steel, Asphalt.....	\$47.00 - \$57.00/hr.
• Piers, Masonry.....	\$55.00 - \$65.00/hr.
• Fireproofing.....	\$65.00 - \$75.00/hr.
• Structural Steel.....	\$65.00 - \$85.00/hr.
• Post-Tensioning.....	\$50.00 - \$60.00/hr.
• Floor Flatness.....	\$75.00 - \$80.00/hr.
Word Processing.....	\$45.00 - \$55.00/hr.
Drafting.....	\$70.00 - \$80.00/hr.
<b>OTHER DIRECT CHARGES</b>	
Auto or Pickup Mileage.....	No Charge
Out of Town Expenses, Travel, Rental, Etc.....	Cost + 15%
Expedited Laboratory Services: 1.35 x Test Price (See Note 14 on Reverse Side)	

SOILS	LABORATORY TESTING	CONCRETE AND MASONRY (continued)
Moisture Content (ASTM D2216).....	\$10.00 ea.	Splitting Tensile Strength (ASTM C496).....
Moisture Content & Density (ASTM D2216).....	\$15.00 ea.	Floor Profiling.....
Gradation (ASTM D6913).....	\$80.00 ea.	Concrete Mix Analysis.....
Hydrometer (ASTM D7928).....	\$85.00 ea.	Concrete Mix Analysis.....
Double Hydrometer (ASTM D4221).....	\$225.00 ea.	Compressive Strength Mortar Cubes (ASTM C109/109M).....
Percent Less than #200 Sieve (ASTM D1140).....	\$30.00 ea.	Compressive Strength of Grout.....
Atterberg Limits (ASTM D4318) Method A.....	\$75.00 ea.	Masonry Prisms Compressive Strength (ASTM C1314)
Atterberg Limits (ASTM D4318) Method B.....	\$45.00 ea.	Hollow Prism.....
Standard Proctor (ASTM D698).....	\$90.00 ea.	Grout Filled Prism.....
Modified Proctor (ASTM D1557).....	\$100.00 ea.	Concrete Masonry Units
Soil/Cement Proctor (ASTM D558).....	\$135.00 ea.	Compressive Strength of Hollow Block.....
Proctor Checkpoint (ASTM D698 or		Absorption Analysis (set of 3).....
ASTM D1557).....	\$50.00 ea.	Trimming of Laboratory Specimens.....
Relative Density (ASTM D4253 and		Maturity Meter Calibration Curve.....
ASTM D4254).....	\$175.00 ea.	Maturity Meter Logger.....
Specific Gravity (ASTM D854).....	\$75.00 ea.	Calcium Chloride Moisture Test Kits.....
Standard Swell-Consolidation (ASTM D4546).....	\$60.00 ea.	Relative Humidity Logger.....
Air Dried Swell-Consolidation (ASTM D4546).....	\$75.00 ea.	Concrete Set Time (ASTM C403).....
Remolded Swell-Consolidation (ASTM D4546).....	\$90.00 ea.	
Time/Consolidation (ASTM D2435).....	\$325.00 ea.	<b>AGGREGATES</b>
Unconfined Compressive Strength (ASTM D2166).....	\$60.00 ea.	Moisture Content (ASTM D2216).....
Slake Durability (ASTM D4644).....	\$100.00 ea.	Sieve Analysis (ASTM C136).....
Pinhole Dispersion (ASTM D4647).....	\$150.00 ea.	Percent Less than #200 Sieve (ASTM C117).....
Crumb Test (ASTM D6572).....	\$50.00 ea.	Clay Lumps & Friable Particles (ASTM C142).....
Water Soluble Sulfates (AASHTO T280, CP-L 2103).....	\$50.00 ea.	Flat or Elongated Particle (CP33).....
pH (ASTM E70).....	\$40.00 ea.	Fractured Faces (CP45).....
Chloride (AASHTO T291, CP-L 2104).....	\$50.00 ea.	Los Angeles Abrasion
Electrical Resistivity (ASTM G57).....	\$150.00 ea.	1 1/2" Maximum (ASTM C131).....
Organics (AASHTO T267).....	\$60.00 ea.	3" Maximum (ASTM C535).....
R-Value (ASTM D2844).....	\$350.00 ea.	Sodium or Magnesium Sulfate Soundness
California Bearing Ratio (ASTM D1883)		(ASTM C88).....
1-point.....	\$150.00 ea.	Dry Rodded Unit Weight (ASTM C20).....
California Bearing Ratio (ASTM D1883)		Specific Gravity and Absorption
3-point.....	\$400.00 ea.	(ASTM C127 and ASTM C128).....
Soil/Lime, Soil/Cement Mix Analysis.....	\$2,000.00 ea.	Organic Impurities (AASHTO T21).....
(Standard 3-Point Mix Analysis; Cost May Vary Depending on		Aggregate Durability Index (AASHTO T210).....
Specification Requirements)		Sand Equivalent (AASHTO T176).....
Freeze/Thaw (ASTM D560).....	\$350.00 ea.	Lightweight Particles (ASTM C123).....
Wet/Dry (ASTM D559).....	\$350.00 ea.	Micro Deval (ASTM D8928).....
Compressive Strength of Soil-Cement (ASTM D1633).....	\$60.00 ea.	Potential Alkali - Silica Reactivity, 3 Specimens, Fine Aggregate
Direct Shear/per point (ASTM D3080)		(ASTM C1260 and C1567).....
Unconsolidated-Undrained (Quick Test).....	\$150.00 ea.	Potential Alkali - Silica Reactivity, 3 Specimens, Coarse Aggregate
Residual Strength, Additional Per Carriage Reversal.....	\$50.00 ea.	(ASTM C1260 and C1567).....
Drained Tests Quoted on Project-Specific Basis		
Soil Suction (ASTM D6836 Method D).....	\$50.00 ea.	<b>ASPHALT</b>
		Asphalt Binder Content (CP-L 5120).....
<b>FIREPROOFING</b>		Asphalt Binder Content/Gradation (CP-L 5120).....
Density and Moisture Content (ASTM E605).....	\$30.00 ea.	Asphalt Content Correction Factor (CP-L 5120).....
Bond Strength (ASTM E736).....	\$25.00 ea.	Asphalt Aggregate Correction Factor (CP-L 5120).....
		Asphalt Content/Nuclear Method (AASHTO T287).....
<b>MISCELLANEOUS</b>		Nuclear Oven Calibration (AASHTO T287).....
Sample Preparation.....	\$50.00/hr.	Marshall Test, 3 Specimens (ASTM D1559).....
Asphalt/Concrete Coring.....	\$75.00/hr.	Bulk Specific Gravity and Thickness of Core
		(ASTM D1188 and D2726).....
<b>CONCRETE AND MASONRY</b>		Maximum Theoretical Specific Gravity
Concrete Compressive Strength (ASTM C39).....	\$15.00 ea.	(ASTM D2041).....
Cylinders Cast by Others.....	\$20.00 ea.	Superpave Gyraloy Compaction, 3 Specimens (CP-L 5115).....
Concrete Flexural Strength (ASTM C78).....	\$50.00 ea.	Asphalt Mix Analysis.....
Compressive Strength, Length and Density of Concrete Cores		Lolman Testing (CP-L 5109).....
(ASTM C42).....	\$60.00 ea.	Hveem Stability (CP-L 5106).....

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**TERMS AND CONDITIONS**  
**(Construction Materials Testing)**

1. Invoices are due and payable upon presentation. Unpaid balance after 30 days shall be subject to a finance rate of 1.5% per month, which is an annual rate of 18.00%. Client agrees to pay interest, all the costs of collections, including attorney's fee and court costs.
2. Kumar & Associates, Inc., including officers, directors, owners, employees and agents, (Hereinafter referred to as Kumar) represents that the work will be performed with the care and skill ordinarily exercised by the members of the profession practicing in the locality where services were rendered. NO WARRANTY, EXPRESSED OR IMPLIED, IS MADE BY THE RENDERING OF CONSULTING SERVICES.
3. In recognition of the relative risks, rewards and benefits of the project to both the client and Kumar, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Kumar's liability, and the liability of its past and present officers, and employees, to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of or relating to this agreement from any cause or causes, shall not exceed \$50,000 or Kumar's fee, whichever is greater. Such causes include, but are not limited to Kumar's negligence, errors, omissions, strict liability, breach of contract or breach of warranty. If, prior to signing this contract, Client makes a written request to waive this limitation, an additional charge of \$250 or 4% of the fee (whichever is greater) will be made. The limitation of liability of this provision shall apply to any other party who may rely on Kumar's work pursuant to this agreement.
4. Inherent in our dealings with clients is the confidentiality of all work performed for any client. All reports are submitted for the exclusive use of the client for whom it is addressed.
5. The significance of the report is subject to the adequacy and representative character of the samples tested as indicated in the reports and the comprehensiveness of the tests and observations. Quotation from our reports or use of Kumar's name is not permitted except as authorized in writing by Kumar.
6. Where a Proposal or Fee Estimate is provided for construction material testing and observation services, we will rely upon the General Contractor or Owner's designated representative to schedule those services in a timely manner (at least 24 hours notice) and within the proposed Scope of Work. This work is provided on time and material basis unless otherwise agreed to in writing.
7. This agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the termination party. If this agreement is terminated during the performance of services, Kumar shall be paid for the total amount of any work, which has been completed, and shall be paid for work in progress on the basis of Kumar's reasonable estimate of the portion completed prior to termination. Such payment shall constitute total payment for services rendered. Applicable clauses shall survive the termination of the contract.
8. For geotechnical studies and observations and materials testing, Kumar assumes there are no hazardous materials on the project site, unless otherwise informed. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Kumar and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Kumar and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for Kumar to take immediate measures to protect health and safety. Client agrees to compensate Kumar for extra work. Client also recognizes there is a risk that sampling through an unknown contaminated zone may result in spread of contamination and in turn spreading hazardous materials off-site. Client recognizes nothing can be done to prevent such an occurrence because such sampling is a necessary aspect of the work, which Kumar will perform for Client's benefit. Client waives any claim against Kumar and agrees to defend, indemnify and save Kumar harmless from any claim or liability for injury or loss of any type arising from Kumar's discovery of unanticipated hazardous materials on site.
9. Any claims or disputes made during design, construction or post-construction between the Client and Kumar shall be submitted to non-binding mediation for a period of 30 days. If the disputes are not resolved in 30 days, the matter may be submitted to arbitration or litigated in the court of law, as solely determined by Kumar.
10. The Client, shall, to the fullest extent permitted by law, indemnify and hold harmless Kumar's officers, directors, owners, employees, agents and subconsultant's from and against all damage, liability and cost, including reasonable attorney's fees and defense costs arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, except only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of Kumar.
11. Services include observation and testing of soils and materials only. Kumar does not assume any responsibility for work by others and shall not be responsible for actions of the Contractor.
12. Sampling and testing are performed in accordance with applicable standard test methods except when otherwise noted. All samples will be discarded upon completion of the test. Upon written request by the Client, samples will be returned and/or stored at an agreeable charge. Concrete cylinders cast and cured on a "hold" basis will be charged, regardless of whether they are tested.
13. Time spent in portal-to-portal travel in the interest of the job will be charged at the appropriate hourly rate.
14. Laboratory services are considered expedited when new testing is assigned a higher priority than other testing programs in progress.
15. Rates are subject to change 30 days from proposal date.
16. A fuel surcharge may be added to each invoice, as outlined in the attached proposal. This is being done to help offset the recent increase in fuel prices and will allow us to keep our hourly unit rates competitive.



TOWN OF  
GRAND LAKE

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Date: April 23, 2018

To: Mayor Peterson and Town Trustees

From: Jim White, Town Manager

RE: Streetscape Project

**Attachments:** Phase 2 Cost Projection

**PURPOSE**

The purpose of this item is to review the current status of the Streetscape Project, funding considerations, and planning for Phase 2 to be considered for construction in 2018 during the construction season.

**STAFF COMMENTS/STAFF RECOMMENDATION**

We held a Public Forum on Thursday, April 5, 2018, to discuss planning efforts for Phase 2 of our Streetscape Project. John Enochs, Project Engineer from Diamondback Engineering, attended with Town Staff to identify issues and potential concerns. Approximately 32 participants attended in addition to our engineer and Town staff. Earlier that day, we had received a preliminary cost projection of \$3.4 million that was more than what we had expected, and beyond the monies we have available.

Subsequently, staff has been working with our contractor and our engineer to consider scaling back the project to stay within the limits of our current budget. We do have certain expectations that we still need to meet in 2018, so we are reviewing the scope of work and making revised calculations for the work we plan to do this year.

We will seek another DOLA grant focused on utility needs in August 2018 and will revise utility planning to fiscal year 2019 pending our success in attaining the grant. I have been in contact with USDA as a funding resource and have also contacted our bond attorney, Dee Wisor, to review additional funding measures, including going back to the voters for more funding for the remaining phases of the project. Staff will discuss at least two options for the Board to consider.

**SUGGESTED MOTION**

I move to approve the following plan in an amount not to exceed \$ \_\_\_\_\_ to assist in providing the necessary funding to complete Phase 2 of the Streetscape Project in the Town of Grand Lake.

Grand Lake Streetscape - Phase II - Original Bid Estimate					
Item	Description	Unit	Estimated Quantity	Unit Price	Total Cost
1	Mobilization	LS	1	\$123,500.00	\$123,500.00
2	Storm Sewer Piping				
A	15" Corrugated HDPE Culvert	LF	273	\$97.78	\$26,693.94
B	18" Corrugated HDPE Culvert	LF	990	\$104.30	\$103,257.00
C	24" Corrugated HDPE Culvert	LF	200	\$110.82	\$22,164.00
D	Remove or Abandon culvert behind Remax at alley on Vine	EA	1	\$3,259.27	\$3,259.27
E	42" Corrugated HDPE Culvert - Lake and Hwy. 34	LF	60	\$501.93	\$30,115.80
F	12"X25" Stormtech HDPE Open Bottom Culvert Inc	LF	258	\$162.96	\$42,043.68
G	Type D Inlet at north end of Stormtech	EA	1	\$9,777.82	\$9,777.82
H	Type C Drop Inlet - Includes cut outs for piping	EA	8	\$9,777.82	\$78,222.56
3	Earthwork - Cut (Inc 10% Swell Factor)	CY	5318	\$13.04	\$69,346.72
4	Earthwork - Fill (Inc 10% Shrink Factor)	CY	2954	\$13.04	\$38,520.16
5	Rock Excavation (Assumes 50% of Deep Trench Excavations)	CY	672	\$135.00	\$90,720.00
6	Asphalt Patching for Utility Trenches 6" Thick	SY	150	\$129.07	\$19,360.50
7	Asphalt Mill and Overlay	SY	11346	\$22.32	\$253,242.72
8	Road Base 6"	TON	2811	\$50.84	\$142,911.24
9	Asphalt Paving, 4.5" - Roads and MUP	SY	25406	\$40.34	\$1,024,878.04
10	Removal of Asphalt				
A	Parking lot south of Park and west of Hancock	SY	2480	\$2.93	\$7,266.40
B	Removal of chip seal surface on Park from Hancock to Pitkin	SY	3165	\$2.28	\$7,216.20
C	Removal of chip seal surface on Hancock	SY	1010	\$2.28	\$2,302.80
D	Grand Avenue at Triangle Park regrade	SY	600	\$52.15	\$31,290.00
11	Triangle Park Drainage				
A	Triangle Park French Drain Pit	LS	1	\$9,712.63	\$9,712.63
B	Triangle Park Grading and French Drain with Piping	LS	1	\$10,560.04	\$10,560.04
12	Boardwalk - 5' Wide	LF	300	\$112.99	\$33,897.00
13	Boardwalk - 6' Wide	LF	289	\$135.72	\$39,223.08
14	Boardwalk - 8' Wide	LF	1198	\$185.13	\$221,785.74
15	Project Lighting-Conduit and Wiring				
A	Installation of pre-purchased lights	EA	42	\$1,203.60	\$50,551.20
B	Concrete light bases and junction boxes	EA	31	\$2,291.92	\$71,049.52
C	Electrical conduit	LF	2550	\$0.00	\$0.00
i	Installation under boardwalk	LF	782	\$37.81	\$29,567.42
ii	Installation by trenching	LF	1768	\$41.00	\$72,488.00
iii	Installation requiring road cut (accounted for in item 15.E.ii)	LF	NA		
D	Two 3" conduits from NW corner of Vine and Grand to Alley S of Grand behind Remax for Above Ground Century Link Two Lines Shared Ditch	LF	550	\$32.33	\$17,781.50
E	Fiber Optic Conduit from Center Dr to Ellsworth Ave	LF	2950	\$0.00	\$0.00
i	Installation under boardwalk	LF	663	\$18.25	\$12,099.75
ii	Installation by trenching	LF	2177	\$24.77	\$53,924.29
iii	Installation requiring road cut	LF	110	\$51.46	\$5,660.60
F	Allowance for Misc. Lighting @ MUP	LS	1	\$12,000.00	\$12,000.00
16	6X6 Timber Curb	LF	3250	\$12.95	\$42,087.50
17	Concrete Curb and Gutter	LF	390	\$54.76	\$21,356.40
18	6" Concrete Sidewalk From Center Dr to Broadway	LF	1955	\$78.22	\$152,920.10
19	Landscaping				
A	Remove plantings near BW on s side of Park near Ellsworth	LS	1	\$1,955.56	\$1,955.56
B	Irrigation water 3/4" taps - Circle 3 and Grand and Ellsworth including installation of meters and RPZ's	EA	4	\$11,081.53	\$44,326.12
C	Irrigation Sleeves (20 EA @ 30 LF)	LF	600	\$18.25	\$10,950.00
D	10' Tree Lawn prep for Landscaping	LF	755	\$13.04	\$9,845.20
E	6' Tree Lawn prep for Landscaping	LF	300	\$7.82	\$2,346.00
EE	4' Tree Lawn prep for Landscaping	LF	765	\$5.21	\$3,985.65
F	3' Tree Lawn prep for Landscaping	LF	380	\$3.91	\$1,485.80
G	Top Soil & Seed W/ Native Grass Mix	SF	6000	\$3.26	\$19,560.00
20	Concrete MUP 8' Wide	LF	450	\$93.87	\$42,241.50

Revised Quantities & Costs-Option I		
Estimated Quantity	Unit Price	Total Cost
1	\$65,000.00	\$65,000.00
0	\$97.78	\$0.00
0	\$104.30	\$0.00
0	\$110.82	\$0.00
1	\$3,259.27	\$3,259.27
0	\$501.93	\$0.00
258	\$162.96	\$42,043.68
1	\$9,777.82	\$9,777.82
0	\$9,777.82	\$0.00
97	\$13.04	\$1,264.88
1,081	\$13.04	\$14,096.24
25	\$135.00	\$3,375.00
150	\$129.07	\$19,360.50
11,346	\$22.32	\$253,242.72
615	\$50.84	\$31,266.60
4,660	\$40.34	\$187,984.40
0	\$2.93	\$0.00
0	\$2.28	\$0.00
0	\$2.28	\$0.00
600	\$52.15	\$31,290.00
1	\$9,712.63	\$9,712.63
1	\$10,560.04	\$10,560.04
300	\$112.99	\$33,897.00
289	\$135.72	\$39,223.08
1,198	\$185.13	\$221,785.74
		\$0.00
42	\$1,203.60	\$50,551.20
14	\$2,291.92	\$32,086.88
2,550	\$0.00	\$0.00
782	\$37.81	\$29,567.42
1,768	\$41.00	\$72,488.00
NA		
550	\$32.33	\$17,781.50
2,950	\$0.00	\$0.00
663	\$18.25	\$12,099.75
2,177	\$24.77	\$53,924.29
110	\$51.46	\$5,660.60
1	\$12,000.00	\$12,000.00
3,250	\$12.95	\$42,087.50
390	\$54.76	\$21,356.40
634	\$78.22	\$49,591.48
1	\$1,955.56	\$1,955.56
4	\$11,081.53	\$44,326.12
500	\$18.25	\$9,125.00
250	\$13.04	\$3,260.00
300	\$7.82	\$2,346.00
765	\$5.21	\$3,985.65
380	\$3.91	\$1,485.80
2,000	\$3.26	\$6,520.00
246	\$93.87	\$23,092.02

3" Roadbase

Revised Quantities & Costs-Option II		
Estimated Quantity	Unit Price	Total Cost
1	\$30,000.00	\$30,000.00
0	\$97.78	\$0.00
0	\$104.30	\$0.00
0	\$110.82	\$0.00
0	\$3,259.27	\$0.00
60	\$501.93	\$30,115.80
258	\$162.96	\$42,043.68
1	\$9,777.82	\$9,777.82
0	\$9,777.82	\$0.00
97	\$13.04	\$1,264.88
1,081	\$13.04	\$14,096.24
25	\$135.00	\$3,375.00
150	\$129.07	\$19,360.50
0	\$22.32	\$0.00
1,735	\$50.84	\$88,207.40
280	\$40.34	\$11,295.20
0	\$2.93	\$0.00
0	\$2.28	\$0.00
0	\$2.28	\$0.00
0	\$52.15	\$0.00
0	\$9,712.63	\$0.00
0	\$10,560.04	\$0.00
300	\$112.99	\$33,897.00
289	\$135.72	\$39,223.08
1,198	\$185.13	\$221,785.74
		\$0.00
38	\$1,203.60	\$45,736.80
0	\$2,291.92	\$0.00
0	\$0.00	\$0.00
0	\$37.81	\$0.00
0	\$41.00	\$0.00
NA		
550	\$32.33	\$17,781.50
0	\$0.00	\$0.00
0	\$18.25	\$0.00
0	\$24.77	\$0.00
0	\$51.46	\$0.00
0	\$12,000.00	\$0.00
0	\$12.95	\$0.00
390	\$54.76	\$21,356.40
0	\$78.22	\$0.00
1	\$1,955.56	\$1,955.56
2	\$11,081.53	\$22,163.06
300	\$18.25	\$5,475.00
250	\$13.04	\$3,260.00
0	\$7.82	\$0.00
0	\$5.21	\$0.00
0	\$3.91	\$0.00
1,000	\$3.26	\$3,260.00
246	\$93.87	\$23,092.02

21	8' Stamped concrete - North of tree lawn at Circle 3 and in front of ERA Realty	LF	220	\$184.61	\$40,614.20
22	Bulbouts SW and NW corner of Grand and Hancock	EA	4	\$10,429.67	\$41,718.68
23	Striping	LS	1	\$18,875.10	\$18,875.10
24	Tree Removal-South of Grand, west of vine and Garfield at Park	LS	1	\$3,259.27	\$3,259.27
25	Retaining Wall - Northwest corner of Garfield and Park	Face SF	492	\$45.63	\$22,449.96
26	Retaining Wall - Northeast corner of Garfield and Park	Face SF	1346	\$45.63	\$61,417.98
27	Retaining Wall - SW corner of Park and Vine, rock	Face SF	450	\$45.63	\$20,533.50
28	Retaining Wall - Tap House and Bears Den, rock	Face SF	330	\$45.63	\$15,057.90
29	Stairs - Tap House and Bears Den (2)	EA	2	\$3,780.76	\$7,561.52
30	Dust Control	LS	1	\$37,807.57	\$37,807.57
31	Traffic Control	LS	1	\$73,007.71	\$73,007.71
32	4" Blueboard Pipe Insulation on Waterline in Garfield	LF	100	\$104.30	\$10,430.00
33	Signage: remove and replace posts and sign with new provided by city.	EA	32	\$130.00	\$4,160.00
34	Boring for Irrigation Steeves	LF	100	\$80.00	\$8,000.00
35	Pipe Bollards	EA	2	\$500.00	\$1,000.00
<b>Total</b>				<b>Original</b>	<b>\$3,485,342.84</b>

0	\$184.61	\$0.00
4	\$10,429.67	\$41,718.68
		\$0.00
1	\$12,500.00	\$12,500.00
1	\$3,259.27	\$3,259.27
0	\$45.63	\$0.00
0	\$45.63	\$0.00
450	\$45.63	\$20,533.50
330	\$45.63	\$15,057.90
2	\$3,780.76	\$7,561.52
1	\$37,807.57	\$37,807.57
1	\$73,007.71	\$73,007.71
0	\$104.30	\$0.00
32	\$130.00	\$4,160.00
100	\$80.00	\$8,000.00
2	\$500.00	\$1,000.00
	<b>Option I</b>	<b>\$1,697,036.92</b>

0	\$184.61	\$0.00
0	\$10,429.67	\$0.00
		\$0.00
1	\$12,500.00	\$12,500.00
0	\$3,259.27	\$0.00
0	\$45.63	\$0.00
0	\$45.63	\$0.00
200	\$45.63	\$9,126.00
0	\$45.63	\$0.00
2	\$3,780.76	\$7,561.52
0	\$37,807.57	\$0.00
1	\$10,000.00	\$10,000.00
0	\$104.30	\$0.00
0	\$130.00	\$0.00
100	\$80.00	\$8,000.00
2	\$500.00	\$1,000.00
	<b>Option II</b>	<b>\$736,710.20</b>

*Draft*

***GL Board of Trustees Summary of Decisions***

***Made at Jan-June 2017 Board Meetings***

**1/9/17 – 4 Trustees in attendance**

Motion passed to approve a Special Events Liquor Permit Application from the Rotary Club for a "Peggy Mann Valentine's Day Concert" on Feb 12, 2017 and the Town Clerk is to post a correction notice for the date. 4 Aye, 0 Nay

Motion passed to allow Town Manager White to make the final decision on a choice of roofing company for the Town Hall from bids submitted by 1/10/17. 4 Aye, 0 Nay

Motion passed to designate that notice of public meetings be posted in the GL Post Office & GL Town Hall at least 24 hours prior to all public meetings. 4 Aye, 0 Nay

Motion passed to allow the Mayor to sign the 2016 HUTF Mileage Certificate. 4 Aye, 0 Nay

Motion passed to authorize Mayor Peterson to sign the Special Event Permit for Colorado Events for a Grand Lake Arts Festival held on Sept 30 & Oct 1, 2017 - 4 Aye, 0 Nay

Motion passed to direct Staff to obtain a contract in writing subject to approval from the Town Attorney & Town Manager from Diamondback Engineering for Streetscape Final Design Service - 4 Aye, 0 nay

**1/23/17 – 4 Trustees in attendance**

Motion passed to approve the Special Event Permit & Liquor License Application for the Independent Sports Club Wild Game Dinner Fundraiser. 4 Aye, 0 Nay

Motion passed that the Board of Trustees make appointments for the two Board vacancies based upon a satisfactory number of requests being filed by Feb 27, 2017. 4 Aye, 0 Nay

Motion passed to appoint Elmer Lanzi to the Planning Commission. 4 Aye, 0 Nay

**2/13/2017 – 4 Trustees in attendance**

Motion passed to support in the amount of \$700 to provide a 2017 Transportation Scholarship to the Grand Foundation in support of its annual Grand Foundation Gala, and require them to request during the budget cycle for next year. 3 Aye, 1 Nay

Motion passed to support the funding request made by the Grand Lake Area Historical Society to stabilize and preserve the Smith Eslick Cottage Court. 4 Aye, 0 Nay

Motion passed to reiterate and reconfirm the Town of Grand Lake's support for the DOLA grant for our Streetscape and Infrastructure Improvement Project, provide assistance for the Town's DOLA grant application and authorize the Mayor and/or Town Manager to sign all documents in furtherance of such DOLA grant. 4 Aye, 0 Nay

Motion passed to deny support from the Town of Grand Lake in the amount of \$400 to provide sponsorship for the 2017 Across the Divide Geo Tour. 3 Aye, 1 Nay

Motion passed to approve Ordinance 01-2017 amending the Town's general penalty provision to increase the maximum possible fines for municipal violations. 4 Aye, 0 Nay

Motion passed to approve the request for Public Property Encroachment to place a sign for the Shadow Mountain Yacht Club within the public right-of-way at the entrance to the Shadow Mountain Subdivision subject to the property owners' general liability insurance naming the Town of Grand Lake as an additional insured, and direct the staff to prepare a resolution regarding this matter and authorize the mayor to sign it. 4 Aye, 0 Nay

Motion passed to continue the top of the denied sign permit application for the Shadow Mountain Yacht Club Subdivision Monument to the March 13, 2017.

Motion passed to continue the issue of granting variances for open space, utility locations and on-site parking for the property at 824 Grand Avenue to the Feb 27, 2017 meeting. 3 Aye, 1 Nay

Mayor Peterson announced that in continuation of the Town Manager's contract discussion, the Board has decided to continue the contract with a four percent raise for the year and granting an additional 40 hours of use it or lose it administrative leave for the 2017 year. Both are retroactive to the beginning of the year.

#### **2/27/17 – 5 Trustees in attendance**

Motion passed to approve the liquor license conversion and modification for the Gateway Inn at 200 West Portal Road. 4 Aye, 1 Left Seat, 0 Nay

Motion passed to grant the request for variances at 824 Grand Avenue (Boardwalk Lofts) as recommended by the Planning Commission to maintain the open space requirement found at 12-2-26, which is 20%; also to grant the variance, which is not a variance, on the parking requirement for commercial spaces and impose the parking fee in lieu of \$1,000 for each parking space not found to be in municipal code; and to direct Staff in conjunction with the developer and Mountain Parks Electric to develop a solution to the power line issues on the south side of the property that will be favorable to both the Town and the adjacent owners to be associated with the plan that includes the bowling alley. 4 Aye, 1 Nay

Motion passed to adopt Resolution No. 02-2017 opting out of the Town of Grand Lake Water Enterprise Fund Water Usage Fee Increase established by Resolution No. 8-2008 for the Year 2017 only. 4 Aye, 1 Nay



Motion passed to adopt Resolution 03-2017, adopting a Financial Policies and Procedures Manual for the Town. 5 Aye, 0 Nay

After a discussion regarding the Grand Lake Clarity Alternate Assignment, voting privileges, assigning a specific Trustee as an alternate, and involving Three Lakes Watershed as an advisory to the Town, the Board approved Trustee Kudron to be the alternate.

Motion passed to donate the Town's Grand Gala Tickets each and every year to whoever is the seated Citizen of the Year. 4 Aye, 1 Abstain, 0 Nay

Motion passed to inform James Peterson that because of the recommendation by the Town's insurance carrier, CIRSA, and because of government immunity in the case involving a town grader and Mr. Peterson's truck, the Town will pay zero of the claim against it and recommend that he follow up with CIRSA directly to dispute that or engage his own insurance company on his behalf as is consistent with past practices of the Town. 4 Aye, 1 Left Seat, 0 Nay

**3/13/17 – 4 Trustees in attendance**

Motion passed to approve and officially acknowledge that the "Flowering of Grand Lake" is considered a Town of Grand Lake Program, and, therefore, exempt from town facility use fees. 4 Aye, 0 Nay

Motion passed to approve the Town of Grand Lake's participation in the Northwest Regional Planning Commission and authorize the Mayor to sign the Certificate of Participation. 4 Aye, 0 Nay

Motion passed to approve the Town of Grand Lake's participation in the Grand County Noxious Weed Advisory Board through an Intergovernmental Agreement with Grand County; in addition, The Town of Grand Lake recommends Randy Lewis to serve as its representative and further authorize the May to sign the IGA. 3 Aye, 1 Left Seat, 0 Nay

Motion passed to authorize the May to sign the quitclaim deed conveying any interest of the Town in the relevant portion of the Patterson Street right of way to the Czarnecki's. 4 Aye, 0 Nay

**3/27/17 – 4 Trustees in attendance**

Motion passed to approve Ordinance 02-2017, an ordinance authorizing the issuance of the Town of Grand Lake's Sales Tax Revenue Bonds, Series 2017. 4 Aye, 0 Nay

Motion passed to adopt Resolution 04-2017, a resolution adopting an electronic communications policy for the Town of Grand to instate a user conduct policy for electronic resources. 4 Aye, 0 Nay

Motion passed to adopt Resolution 05-2017, a resolution adopting a data security policy for the Town of Grand Lake. 4 Aye, 0 Nay

Motion passed to authorize Mayor Peterson to sign the proclamation establishing Saturday, May 20, 2017 as Arbor Day in Grand Lake. 4 Aye, 0 Nay

Motion passed to nominate Mark Campbell from the Town of Kremmling to serve on the Local Government Limited Gaming Impact Program Advisory Committee. 4 Aye, 0 Nay

The Board considered the request by Mike Tompkins to be allowed to sell Block 11, Lot 7 to Grand Mountain Bank, even though he had signed an agreement on March 26, 2007 stating that Lots 7 & 8

would forever remain one building site and were not to be sold separately. Town Attorney Krob reviewed the matter and concluded that the Town does not need to participate in the matter or take any action.

Motion passed to supply the Grand Lakes Fireworks Organization with any deficit money that they need to finish the barge up to \$15,000, and that \$10,000 be allocated to the building of a dock and that the Town of Grand Lake is in possession of the barge. 4 Aye, 0 Nay

The Board directed Staff to work with Trustee Kudron to meet with Shorestation regarding the types of docks for the East Inlet Project.

Motion passed to direct Staff to make the boardwalk supplies and purchasing decision based upon the most responsible acquisition within our time frame and availability of materials. 4 Aye, 0 Nay

Motion passed to approve and establish the appointments of Stephen Wall, Michael Long, Code Administrator ORourke, Crystal Myers, Beate Kaufman, Trustee Goodfellow and as ex officio Town Manager White to the Grand Lake Center Steering Committee. 3 Aye, 1 Abstain, 0 Nay

#### **4/10/17 – 4 Trustees in attendance**

Motion passed to direct Staff to draft a favorable letter to Senator Baumgartner's office about a statewide sales tax for transportation and multimodal funding. 4 Aye, 0 Nay

#### **4/24/17 – 4 Trustees in attendance**

Motion passed to approve the bid in the amount of \$2,240,863 submitted by Big Valley Construction, LLC for the Town of Grand Lake's Streetscape Project, Phase 1, and to authorize a Notice to Proceed, directing the Town Manager and Town Attorney to establish a contract with a payment schedule to be initiated following the closing date for the Town's bonds, scheduled on May 9, 2017 and further authorize the Mayor to sign the contract. 4 Aye, 0 Nay

Motion passed to approve the revised 2017 Lease Agreement between the Town of Grand Lake and Piribek Enterprises, d/b/a Rocky Mountain Stand Up Paddleboards. A copy of the updated insurance policy is required. 4 Aye, 0 Nay

Motion passed to accept the audited financial statements for fiscal year 2016. 4 Aye, 0 Nay

Motion passed to authorize a 20% match for the \$464,056 West Portal Bridge Project Grant, a supplemental grant to the project, matching the CDOT 80% funds to be drawn from either Pay As You Throw or General Fund Reserves or both. 4 Aye, 0 Nay

#### **5-8-2017 – 7 Trustees in attendance (New Trustees Solgot and Bruegger were sworn in)**

Motion passed approve the Special Events Liquor Permit Application from "The Friends of Grand County Library, Inc. for "Tops of the Rockies" on 7/8/17. 4 Aye, 1 Nay

Motion passed to appoint Shawn Bruegger and Nicole Solgot to serve on the Board of Trustees as Trustees filling the vacancies with a term expiration of April 2018 and to design the Town Clerk to administer the Oath of Office to the appointed Trustees. 5 Aye, 0 Nay

Motion passed to direct Staff to send a letter of commitment to the GC Housing Authority for the expenditure up to \$5,000 out of the affordable housing fund for the purpose of joint other Grand County Towns in an affordable housing assessment with a review of the RFP before a final payment is made so that the Town's interests are addressed in the assessment. 6 Aye, 1 Nay

Motion passed to adopt Resolution 06-2017, a resolution adopting an exposure control plan policy for the Town of Grand Lake. 6 Aye, 1 Abstain, 0 Nay

Motion passed to require a \$21 facility use fee for the Color Me Creative event on June 9, 2017 with the Town Board Trustees paying for it. 7 Aye, 0 Nay

Motion passed to adopt Ordinance 03-2007, an emergency ordinance amending the Grand Lake Model Traffic Code as enacted by Ordinance 01-2013 and Ordinance 17-2016 an ordinance relating to the operation of off-highway vehicles in the Town of Grand Lake, CO with corrections made of OHV where OHV is stated. 7 Aye, 0 Nay

Motion passed to accept the contract from Diamondback Engineering for professional engineering consulting services related to the construction administration for Phase 1 of the Grand Lake Streetscape project as noted on the table setting for the price of \$87,500. 7 Aye, 0 Nay

Motion passed to direct Diamondback Engineering to provide cost estimates for the addition of a future use conduit into the project and to give the Town Manager the authority to approve the expenditure not to exceed \$15,000. 7 Aye, 0 Nay

#### **5-22-17 – 6 Trustees in attendance**

Motion passed to approve the Special Events Liquor Permit Application from the Rotary Club of Grand Lake for a "Peggy Mann Country Dance Party" to be held Saturday, August 12, 2017. 4 Aye, 1 Left Seat, 1 Abstain, 0 Nay

Motion passed to adopt Resolution 07-2017, A Resolution Authorizing the Opening of two (2) Town of Grand Lake Cash Accounts, One for the Purpose of Distributing Payroll and One for Collection of Water Charges, and Designating Individuals Authorized to Conduct Transactions with Respect to these Cash Accounts. 6 Aye, 0 Nay

Motion passed to grant a building permit application for construction of a new boathouse on Block 1, Lot 4 of Lake Kove Subdivision, more commonly referred to as 385 Lake Kove Ave as presented. 6 Aye, 0 Nay

Motion passed to direct the Mayor to sign the intergovernmental agreement for a Regional Planning Commission for Transportation Planning that is dated May 11, 2017, and that Town Manager take the primary or he assign at his discretion the Town Planner, and he or the Town Planner act as the alternate. 6 Aye, 0 Nay

Motion passed to approve the rock blasting change order for the Streetscape Project, Phase 1 with the funds to come out of the Water Fund. 6 Aye, 0 Nay

Motion passed to approve the change for the conduit under the boardwalk for the Streetscape Project, Phase 1. 6 Aye, 0 Nay

Motion passed to authorize the Town Manager to authorize change orders up to \$30,000 until the expenditure exceeds the contingency amount, and if change orders in excess of \$30,000 result in a work stoppage of 72 hours an emergency meeting be called to resolve that issue. 6 Aye, 0 Nay

**6-12-17 – 7 Trustees in attendance**

Motion passed to approve the Special Events Liquor Permit Application from the Independent Sports Club, Inc. for a "Chili Cook-Off" to be held Saturday, June 24, 2017. 7 Aye, 0 Nay

Motion passed to designate Erin ORourke as Clerk Pro-Tem with an annual pay increase of \$2,500. 7 Aye, 0 Nay

Motion passed to authorize the Mayor to sign the Proclamation honoring Doris Neukom-Brau and waive the Town fees for the memorial and celebration of life. 7 Aye, 0 Nay

Motion passed to approve Resolution 08-2017, a resolution approving a conditional use Nightly Rental License for the property located at 605 Lake Front Road #17, Grand Lake, Colorado. 5 Aye, 2 Left Seat, 0 Nay

Motion passed to allow the Grand Lake Fireworks Organization to do fundraising efforts at the stop sign on Grand Avenue Friday June 16th, Saturday June 17th, Sunday June 18th, Friday June 23rd, Saturday June 24th, Sunday June 25th, and then again on Friday July 7th, Saturday July 8th, and Sunday July 9th from 2 p.m. until 7 p.m. on Fridays and 11 a.m. until 7 p.m. on Saturdays and Sundays. 7 Aye, 0 Nay

**6-26-17 – 7 Trustees in attendance**

Motion to approve the Special Event Permit, Fireworks Display and the Liquor License Application from the Grand Lake Citizens, Grand Lake Fireworks Organization and Rotary Club of Grand Lake with the caveat that adjustments can be made should they need to, specifically related to the fireworks. 5 Aye, 2 Left Seats, 0 Nay

Motion to approve the transfer of liquor license from Trifecta MK & K to 1000 Grand, LLC. 6 Aye, 1 Left Seat, 0 Nay

Motion to reaffirm the letter of support for Outstanding Grand Lake. 4 Aye, 1 Left Seat, 2 Nay

Motion to approve Ordinance 04-2017, an ordinance amending Chapter 6 of Article 2 of the Grand Lake Municipal Code regarding signs to comply with the Supreme Court ruling Reed v. Gilbert, AZ. 7 Aye, 0 Nay