Board of Trustees Workshop and Meeting Agenda

Monday, September 14, 2026 at 4:30 p.m.

Town Hall Board Room - 1026 Park Avenue

The Town of Grand Lake upholds the Six Pillars of Character:
Citizenship, Trustworthiness, Respect, Responsibility, Fairness and Caring

Please join my meeting from your computer, tablet or smartphone.
https://us06web.zoom.us/j/81056290051

You can also dial in using your phone.
United States: 719-359-4580
Meeting ID: 810 5629 0051

Work Session 4:30 p.m.

2. Call to Order

3. Roll Call

4. Conflicts of Interest

5. Items of Discussion

A. Workshop Discussion: Trustee Service on Outside Boards and Regional Committees

Evening Meeting 6:00 p.m.

7. Call to Order

8. Pledge of Allegiance

9. Announcements

10. Roll Call

11. Conflicts of Interest

12. Mayor's Report

13. Manager's Report

A. September 14, 2026

14. Public Comments (Limited to 3 Minutes)

15. Consent Agenda

A. Accounts Payable

16. Financial Review

A. July Sales Tax

17. Items of Discussion

A. Special Event Permit Application and Resolution No. 76-2026 — Mountain Family Center "Taking Steps for Cancer 5K & Fundraiser"

B. Approval of Contract with the State of Colorado for Local Impact Accelerator Grant Services (Colorado Energy Office)

C. Approval of Contract with B2 Excavating for Stormwater Plan Phase 1 Services

18. Future Items for Consideration

19. Adjourn Meeting

TOWN OF GRAND LAKE
MEMORANDUM

TO: Mayor Christina Bergquist and the Board of Trustees

FROM: Steve Kudron, Town Manager

DATE: September 14, 2026

RE: Board workshop — trustee service on outside boards and committees; Thursday, September 24, 2026

This memo asks you to set aside ninety minutes on September 24 to decide something the Town has never actually written down: which outside boards and regional bodies we sit on, who holds each seat, and who backs them up when that person cannot make the drive.

It is not a housekeeping exercise. Grand Lake is already a member or signatory at nine regional tables, several of which we pay dues to. Only two of them have a representative we can name from our own records. Everything else is either carried informally or has quietly gone unfilled — and the bodies in question are the ones deciding lake clarity, transmountain diversions, wildfire mitigation dollars and highway money.

WHY SEPTEMBER AND NOT JANUARY

The clarity governance is being rewritten right now. On July 24, Northern Water announced Three Lakes CLEAR — a thirty-year, $30 million cooperative agreement covering Grand Lake, Shadow Mountain and Lake Granby. The Town is one of six signatory partners, alongside Northern Water, the Bureau of Reclamation, Grand County, NWCCOG and the Colorado River District. The 2016 clarity MOU that CLEAR expands expires this December. Whoever holds the Town's chair over the next ninety days helps decide how a $20 million near-term project fund gets spent in our own watershed.

Regional designations reset in January. NWCCOG member jurisdictions designate their representative and alternate annually, before the January Council meeting, and the Council elects its Executive Committee — five municipal seats — at that same meeting. The Grand County Wildfire Council elects its board at its first meeting of the calendar year, with two director seats currently vacant. What we decide in September is what we are able to act on in January.

We cannot point anyone to our own list. The Town's Boards and Commissions page still reads “placeholder text.” No trustee liaison or regional representative assignments are published anywhere on the Town website. The only public record of Grand Lake's regional representation sits on other organizations' rosters. One resolution fixes that.

WHAT THE BOARD WILL BE ASKED TO DO

Nothing binding happens in the workshop itself — formal action has to be taken at a noticed regular meeting. The workshop produces the material for that action:

- A completed seat matrix: every body, the tier of seat it is, who holds it, and who the alternate is.
- A stated cap on how many seats any one trustee carries, so the load does not concentrate on whoever says yes first.
- Five commitments with named owners and dates, limited to things that need no new money and nobody's permission.
- A draft appointment resolution, brought back by the Clerk for adoption at a regular meeting.

THE NINETY MINUTES

Time	Block	What comes out of it
0:00 – 0:06	Frame the one decision	The question on the wall, and a parking lot with owners
0:06 – 0:18	What a “seat” actually is	Shared vocabulary: three tiers, four rules
0:18 – 0:32	Current state, read-only	Agreement on the facts; corrections to the inventory
0:32 – 0:44	Where our voice is missing	The problem list, in trustees’ own words
0:44 – 1:04	Sort the seats: value against hours	Every seat sorted: hold, pursue, hand to staff, let go
1:04 – 1:19	Sign the sheet	Primary and alternate named for every seat we keep
1:19 – 1:27	Five commitments	Name, action, date — captured live
1:27 – 1:30	Close the loop	The date the resolution returns for adoption

THREE THINGS WORTH KNOWING BEFORE YOU WALK IN

1. We do not know who holds our Three Lakes CLEAR chair

Northern Water's announcement quotes Jeff Metzger as “Town of Grand Lake.” He is also listed as Secretary of the Three Lakes Watershed Association. Whether the Town's seat is held by a trustee, by staff, or by a citizen designee; and whether the partnership carries a seat on the adaptive management committee, where pumping timing is actually negotiated — is the single highest-value question in the packet.

2. ur own Zoning Board of Adjustment has no members

The Town page lists its membership as “none at this time.” That is five member seats and two alternates, all vacant. Currently, the Planning Commission is our designated Board of Adjustments. This is important for you to be aware of. A property owner who files a permit or sign-code appeal tomorrow has no body to hear it. Filling it is entirely within the Board's own decision, and the first motion of the evening may well be an internal one.

3. Four seats are available for the price of a motion

The CML Policy Committee seats one representative per member municipality — a designation, not an election. The NWCCOG water quality and quantity committee board is made up of officials from member jurisdictions, and we already pay those dues. The Northwest Transportation Planning Region asks each party to the IGA we already signed to name a primary and an alternate, and meets quarterly by video call. The Northern Colorado Fireshed Collaborative is an open invitation. None of these require anyone's approval but ours.

WHAT I AM ASKING OF YOU BEFORE THE MEETING

Please read the workshop packet in advance. The fourteen-minute current-state block only works as a review; if we read the inventory cold it consumes half the session and we leave without assignments. The packet goes out five days ahead.

Come with the interest column marked. The worksheet lists every seat with its estimated annual hours. Mark the ones you would take. The fifteen minutes at the end is for assigning seats, not for deciding whether you are curious about them.

Note two open legal questions. I have asked the Town Attorney for written guidance on how many trustees may attend the same outside body's meeting before notice is required, and on whether documented expense reimbursement is an “emolument” that cannot change mid-term. Both bear on the policy we adopt, and neither is squarely answered by published Colorado guidance.

ATTACHMENTS

- Workshop packet — the tiered inventory of every seat, the civics primer, the trustee worksheet, and the calendar of what closes when
- Workshop slides

The workshop is noticed as a public meeting. Please let the Clerk know by September 19 if you cannot attend, so we can decide whether to proceed or reschedule — this only works with the full Board in the room.

BOARD OF TRUSTEES WORKSHOP PACKET

Grand Lake's Seats at the Table

Where the Town already has representation, where it has lapsed, and which seats a trustee can actually take.

Board of Trustees workshop · Thursday, September 24, 2026 · 90 minutes

THE ONE QUESTION THIS WORKSHOP ANSWERS

Which outside bodies does the Town of Grand Lake sit on, who holds each seat and who backs them up — and what do we stop doing to make room?

Everything else goes to a visible parking lot. The output is a draft appointment resolution and a completed matrix, adopted later at a noticed regular meeting.

9	7	6	0
regional tables the Town already sits at	vacant seats on our own Board of Adjustment	seats within reach without anyone's appointment	liaison assignments the Town publishes

Part 1 · Why this workshop, this fall

The clarity governance is being rewritten right now. On July 24, 2026, Northern Water announced Three Lakes CLEAR — a 30-year, $30 million cooperative agreement on Grand Lake, Shadow Mountain and Lake Granby. The Town of Grand Lake is one of six signatory partners, alongside Northern Water, the Bureau of Reclamation, Grand County, NWCCOG and the Colorado River District. The 2016 Grand Lake Clarity Stakeholders' MOU that CLEAR expands expires in December 2026. Whoever holds the Town's chair over the next ninety days helps set how a $20 million near-term project fund gets spent in our own watershed.

Regional designations reset in January. NWCCOG member jurisdictions designate their representative and alternate annually, before the January Council meeting, and the Council elects its Executive Committee — five municipal seats — at that same meeting. The Grand County Wildfire Council elects its board at its first meeting of the calendar year, with two director seats currently vacant. Decisions made in this room in September are the ones available to act on in January.

We cannot point anyone to our own list. The Town's Boards & Commissions page still reads "placeholder text for Boards and Commissions home." No trustee liaison or regional representative assignments are published anywhere on the Town website. The only public record of Grand Lake's regional representation found in this research sits on other organizations' rosters. That is a governance gap a single resolution fixes.

Part 2 · Run of show

Times are elapsed, not clock times. The sequence matters: establish facts before opinions, vote silently before discussing, and commit by name before anyone stands up.

Time	Block	What comes out of it
0:00 – 0:06	Frame the one decision	The question on the wall, and a parking lot with owners against each item
0:06 – 0:18	What a “seat” actually is	Shared vocabulary: the three tiers and the four rules
0:18 – 0:32	Current state, read-only	Agreement on the facts, and corrections to this inventory
0:32 – 0:44	Where our voice is missing	The problem list, in trustees' own words, everyone on record
0:44 – 1:04	Sort the seats: value against hours	Every seat labelled hold, pursue, hand to staff, or let go
1:04 – 1:19	Sign the sheet	Primary and alternate named for every seat we keep, plus a stated cap
1:19 – 1:27	Five commitments	Name, action, date — captured live by the Clerk
1:27 – 1:30	Close the loop	The date the resolution returns for adoption

Part 3 · The civics

Colorado vests a statutory town's legislative and corporate authority in the board acting collectively — a mayor and six trustees, four of whom are a quorum. No individual trustee carries the Town's authority unless the Board has handed it over in a recorded action. Every rule below follows from that one sentence.

Three kinds of seat

Tier	What it is	Where we hold one
A — Director	You vote as a member of that body, and your vote binds it. You pick up a duty to that organization on top of your duty to the Town.	NWCCOG Council · the QQ board · Colorado Basin Roundtable · a special district board
B — Delegate	You state what the Town wants, within a scope the Board recorded. The scope must say what you may agree to without coming back.	Three Lakes CLEAR successor negotiations · Town comments in a state rulemaking
C — Liaison	No vote, no direction, no commitments. A contact rather than an advocate — and not there to direct the body you sit with.	Fire district · recreation district · chamber · nonprofit boards · most county coalitions

Four rules that travel with every seat

1. **The sentence to memorize is "the Board hasn't taken a position on that."**
   The most common liaison failure is a Tier C observer answering "what does the Town think?" in a room where someone writes it down. Authority is collective; a liaison is a contact rather than an advocate, and does not direct the body they liaise to.
   C.R.S. § 31-4-301

2. **Three trustees at the same outside meeting is the tripwire.**
   The Open Meetings Law reaches any gathering of a quorum or three or more members of a local public body, whichever is fewer, convened to discuss public business. Our quorum is four, so three is the number. Practical rule: a default cap of two trustees at any one outside body's meeting; if a third wants to go, the Clerk posts notice. Never caucus among yourselves in someone else's hallway — that, not the attendance, is what creates the problem. Same rule for email: three trustees on a thread about Town business is inside the statute, which is why liaison reports go to the Clerk for the packet rather than reply-all.
   C.R.S. § 24-6-402(2)(b), (2)(d)(III), (8) — the numeric cap is with the Town Attorney; no published Colorado guidance squarely answers cross-body attendance

3. **If you sit on a nonprofit's board, the disclosure clock starts 72 hours before the vote.**
   Serving on a nonprofit board while on the Board of Trustees is not itself a conflict. But before voting on anything that gives that nonprofit a direct economic benefit you must publicly announce the relationship — and if you are a director or officer of a nongovernmental entity that is party to a Town contract, purchase or payment, the law requires 72 hours' advance written notice to the Secretary

of State and to the Board. That one is a class 2 misdemeanor, and it cannot be cured at the dais. It means staff has to flag these items when the packet is assembled, not when the item is called.

C.R.S. §§ 24-18-109(5), 18-8-308, 31-4-404(2); § 32-1-902 if the body is a special district

4. **Costs get reimbursed; pay doesn't change mid-term.**

   Trustee compensation is fixed by ordinance and cannot be increased or diminished during a term, so a stipend for outside-board service is the wrong instrument. Handle windshield time as expense reimbursement under a written policy pegged to the federal mileage rate and GSA per-diem, structured as an IRS accountable plan so it isn't taxable wages. The state constitution's own ethics article says the reasonable costs of holding office should be covered by government.

   C.R.S. §§ 31-4-301, 31-4-403, 31-4-405; IRS Pub. 463; Colo. Const. art. XXIX — whether documented reimbursement is an "emolument" is with the Town Attorney

One more thing worth saying to a newer board: Article XXIX and the Independent Ethics Commission apply directly to statutory towns. The opt-out for jurisdictions with their own ethics code runs to home-rule municipalities, and Grand Lake is not one.

Part 4 · The inventory

This is the distinction that saves a workshop from wishful thinking. Some of these seats the Board can fill by motion on Monday. Some require six towns to agree. Some are filled by a district court judge or the Governor and are not available at any price — but each of those still has a lever, and the lever is named.

A · Inside the Town

There are exactly four Town bodies: the Board of Trustees, the Planning Commission, the Zoning Board of Adjustment and the Municipal Court. No historic preservation commission, marketing or tourism board, finance committee, DDA, URA or local marketing district appears anywhere on the Town website; marketing, water, public works and finance run as staff departments.

Body	What it does	Cadence	Status
Planning Commission	Recommends on rezonings, subdivisions, PUDs and architectural review; decides special use cases. Seven commissioners appointed by the Mayor with the consent of the Board.	1st & 3rd Wednesday, 6:30 p.m.	**Active — Trustee Miller serves; Vice-Chair office unfilled**
Zoning Board of Adjustment	Hears appeals of building permits, sign code and design review; grants setback, height and lot-size variances. Five members and two alternates appointed by the Board.	Only when an appeal is filed	**All seven seats vacant — "none at this time"**
Municipal Court	Original jurisdiction over all cases under the Town Code, with power to impose fines and penalties.	As docketed	**Judge not named publicly**
Liquor licensing authority	Local approval of liquor licenses and special event permits. No separate authority is published, which is consistent with the Board sitting as the authority.	As applications arrive	**Confirm with the Clerk**

The first motion of the evening may well be an internal one. A property owner who files a permit appeal tomorrow has no body to hear it. Five members and two alternates is a bigger recruiting job than most towns realize, and it is squarely within the Board's own gift.

B · Seats and memberships the Town already holds — and who sits there

Grand Lake is already at nine regional tables, in several cases paying dues into them. The recurring problem is not membership; it is that only two have a documented Grand Lake representative, and the Town publishes none of them.

Body	What it decides	Cadence & travel	Who holds it
NWCCOG Council	Regional legislative positions; parent body for QQ, the Economic Development District, broadband,	7 meetings/yr, 9 a.m.–noon — Silverthorne, Gypsum, Aspen,	**Town Manager**

Body	What it decides	Cadence & travel	Who holds it
	mobility and the Area Agency on Aging. Each member jurisdiction designates a representative and alternate annually before the January meeting.	Steamboat. A full day each.	
NWCCOG Water Quality/Quantity Committee (QQ)	Headwaters water policy: transmountain diversion oversight, state legislative advocacy, model land-use regulations. The only group of local governments in Colorado dedicated to headwaters protection. The Board can designate a trustee.	2–3 meetings a year, Silverthorne. The lowest time cost of any water seat here.	**Not designated**
NWCCOG Economic Development District	The regional CEDS — how a small-town project becomes eligible for federal EDA money.	Same days as the Council, afternoons. No extra trips.	**To confirm**
Northwest Transportation Planning Region	Regional transportation priorities feeding CDOT's program — US 34, transit, the STIP. Grand Lake is a signatory to the 2024 IGA; each party names a primary and an alternate.	Quarterly, by video call. Near-zero travel.	**Not designated**
Three Lakes CLEAR	A 30-year, $30M cooperative agreement — $20M near-term projects, $10M reserve. The technical committee shapes the studies behind the clarity standard. The Town is one of six signatory partners, so who represents it is the Town's choice.	Technical committee meets several times a year; an open forum.	**To confirm**
Three Lakes Watershed Association	The organized citizen constituency on clarity — 475+ members, and co-funder with Northern Water of the Secchi monitoring record. A private nonprofit: a partnership to keep warm, not a chair the Town appoints.	Not published.	**To confirm**
Grand County Water Information Network	Owns the clarity dataset — Secchi monitoring on Grand Lake and Shadow Mountain since 2008. Headquartered at 610 Center Drive, in Grand Lake. Granby holds the only municipal government seat.	Not published.	**Member, no seat**
Colorado Association of Ski Towns	Peer-town legislative coalition on short-term rentals, lodging tax, housing and transit.	Not published; meetings rotate among member towns.	**Mayor**
Grand County Wildfire Council	Chipping days, cost-share mitigation funding, risk assessments, Firewise designations. The board elects itself at its first meeting of each calendar year; two director seats are vacant.	Steering Committee quarterly — 4th Thursday of the first month of each quarter, noon, Granby.	**Funder only**

Holders shown are the record as we know it — correct them in the room.

C · Within reach

Ordered by how hard they are to get. The first four need nothing but a motion and a designation letter; the rest need an ask, a nomination, or five other towns' agreement.

Seat	Why it matters to Grand Lake	How to get it	Difficulty
CML Policy Committee	Writes the Municipal League's legislative program — short-term rentals, lodging tax, water, housing. The cheapest statewide influence available to a town of 450. Five half-day meetings, October through March.	Every member municipality may seat one representative. A designation, not an election.	**Ask and it's yours**
NWCCOG QQ board seat	We already pay these dues and no one sits in the chair. Two to three meetings a year.	Board motion designating a trustee; notify NWCCOG.	**Ask and it's yours**
Northwest TPR primary & alternate	Transportation money and US 34 access, on a quarterly video call.	The Board nominates a primary and an alternate under the existing IGA.	**Ask and it's yours**
Northern Colorado Fireshed Collaborative	Four million acres including Grand County — added in 2021 specifically to protect water infrastructure. Northern Water is a partner. The natural table for post–East Troublesome fuels and sediment work.	Open invitation, no formal criteria. You write and you join.	**Just join**
CML District 12 office	Our district: Steamboat, Craig, Kremmling, Granby, Fraser, Winter Park, Hot Sulphur Springs. District presidents also sit on the Policy Committee, and district office is the conventional step toward the Executive Board.	Districts elect their own officers. Show up and stand.	**Low**
Grand County Wildfire Council directorship	Governs where mitigation dollars land in our WUI. We already fund it without a seat.	The board elects directors at its first meeting of the calendar year; two seats are open.	**Low — January window**
GCWIN board seat	The monitoring record for our own lake, run from an office in our own town, with Granby holding the only municipal chair.	A direct ask. Selection method is not published.	**Plausible ask**
Colorado Headwaters Advisory Committee	Fourteen local seats guiding conservation easements and stewardship in the headwaters, staffed from a Granby office.	Appointed by the nonprofit (Colorado Open Lands).	**Plausible ask**
CML Executive Board, under-8,000 category	Governs the League. Grand Lake competes against towns under 8,000, not Denver — and Estes Park, the other Rocky Mountain gateway, already holds one of these seats.	A nominating committee presents a slate; members elect by ballot at the annual business meeting. One small-category seat has been vacant since September 1, 2026.	**Competitive but winnable**

Seat	Why it matters to Grand Lake	How to get it	Difficulty
NWCCOG Executive Committee	Five municipal seats among roughly 30 jurisdictions, and the path to Council officer. No Grand County town holds a municipal seat.	Elected by majority vote of the Council each January, one-year terms.	**Requires the Council seat first**
Colorado Basin Roundtable, Grand County municipal seat	Basin implementation planning and Water Supply Reserve Fund grant recommendations — including grants that could fund clarity and watershed work. Bimonthly, noon–4 p.m., Glenwood Springs or Zoom.	By statute appointed jointly by the governing bodies of all municipalities in the county. Currently a Fraser trustee. A six-town negotiation, not an application.	**Medium — needs five other towns**
Grand County Colorado Tourism Board, 3-Lakes District	How lodging-tax marketing dollars get spent on the Three Lakes area. Four of twelve director seats are 3-Lakes seats.	Appointed by the Board of County Commissioners. A 3-Lakes term expired in July 2026.	**Medium — runs through the BOCC**
BLM Northwest Colorado Resource Advisory Council	Advises on BLM lands including the Kremmling Field Office. One membership category expressly covers local elected officials.	Application with letters of reference; local BLM review, then appointment by the Secretary of the Interior.	**Slow, formal**
Colorado Communities for Climate Action	A lobbying operation at the Capitol on wildfire, forest health and water supply that a 450-person town could never fund alone. Winter Park is the only Grand County member of 49.	The Town joins first — a Board budget decision — then seats a representative.	**Board decision, not an appointment**

D · Closed to appointment — and the lever that works instead

Worth ten minutes of the workshop on its own. A newer board can spend a year trying to get onto bodies that no municipality can join. Each of these still has a way in; it just isn't a seat.

Body	Why we can't be appointed	The lever that does work
Northern Water & the Municipal Subdistrict	Thirteen directors appointed to four-year terms by district court judges, allocated among East Slope counties. There is no West Slope seat and no West Slope advisory body — even though the C-BT collection system and Grand Lake sit in Grand County.	Three Lakes CLEAR and its technical committee; Grand County's 1041 permit authority; public comment at the monthly Berthoud meetings.
Colorado River District	Each of the fifteen counties' directors is appointed by that county's commissioners, three-year terms. Grand County's seat is held by Mike Ritschard, currently board vice-president.	Lobby the BOCC on that appointment; work the District as a CLEAR partner and as host of the Basin Roundtable.
Middle Park Water Conservancy District	A water conservancy district — directors appointed by the district court.	It is a Learning By Doing member, a CRCA signatory and a QQ associate member. Reach it through those rooms.
Three Lakes Water & Sanitation District	Five directors elected by the district's electors, four-year terms, May of odd-numbered years. A trustee would have to self-nominate and win. This district handles our wastewater — the Town operates water only.	An intergovernmental agreement and a standing liaison relationship; self-nomination in the February before a May election.
Learning By Doing	Seven voting members fixed by the Windy Gap and Moffat project agreements: CPW, the Colorado River District, Denver Water, Grand County, Middle Park WCD, Northern Water and Trout Unlimited. No municipality sits on it.	Ask Grand County for observer status on the Technical Committee, which already seats non-signatories including GCWIN, NWCCOG and CDPHE.
Upper Colorado River Wild & Scenic Stakeholder Group	Six interest groups each send three representatives to the governance committee; the Local Government group is three counties. The protected reach is Gore Canyon downstream, well below us.	Each interest group sets its own membership protocol — municipal admission is a question that can be asked rather than assumed closed.
Water Quality Control Commission	Governor-appointed. But this is the body that sets Grand Lake's clarity standard — the 2008 narrative standard and the 2016 numeric benchmarks of 3.8 m average and 2.5 m minimum Secchi depth between July 1 and September 11.	File as a party in the Regulation 33 triennial review. Party status is the only real municipal lever on the standard and its attainability finding.
Rocky Mountain National Park	No chartered gateway-community advisory panel or partnership board exists, on the west side or anywhere.	Formal Town comments through the park's planning system — the parkwide wetland restoration and moose management plan and the Kawuneeche Visitor Center rehabilitation are both open — plus a direct superintendent relationship.
GOCO, CPW Commission, CWCB,	All governor-appointed, most with Senate confirmation. Several carry West Slope	Say yes if asked. Build the résumé that gets you asked, through CML and NWCCOG.

Body	Why we can't be appointed	The lever that does work
Colorado Tourism Board, History Colorado	residency requirements, which helps — but these are nominations you accept, not seats you plan around.	

E · Named but unverified

Grand County's website could not be read in this research, so county-appointed bodies are the one real gap in this inventory. Each of these is a lead, not a finding — do not treat them as available seats until someone confirms they exist in their current form.

- East Grand Water Quality Board — named by Grand County as a body its water staff sit on. No further information found; likely covers the Fraser Valley and Three Lakes area.
- Grand County Housing Authority or housing coalition — existence could not be confirmed. Winter Park references a "Housing Corporation" meeting.
- Grand County open space advisory structure (GCOLRT) — referenced but not verified.
- Grand PLACES 2050 — a real Grand County regional outdoor partnership within the state's Regional Partnerships Initiative. Steering committee composition unverified; the natural home for RMNP gateway and visitor-use questions.
- E911 authority, library district, EMS, public health, weed and airport advisory boards — all exist in some form; appointment authority and whether municipalities hold seats could not be verified.
- Headwaters Trails Alliance — fifteen directors, no designated town seats, but a Kremmling trustee serves as an individual. Meets the 3rd Wednesday monthly, 9–11 a.m., Granby.

Part 5 · Trustee worksheet

Bring this to the table with the interest column already marked — the fifteen minutes at the end is for assigning, not for deciding whether you're curious. Tier A: you vote as a member of that body. Tier B: you carry the Town's position. Tier C: observer with a reporting duty. Terms expire at the annual reorganization, which forces an affirmative decision every year.

Seat	Tier	Hrs/yr	I'm in	Primary	Alternate
NWCCOG Council	A	~50			
NWCCOG QQ board	A	~12			
NWCCOG Economic Development District	A	~14			
Northwest TPR / Regional Planning Commission	A	~8			
Three Lakes CLEAR & Technical Committee	B	~20			
CML Policy Committee	B	~18			
Colorado Association of Ski Towns	B	TBD			
Grand County Wildfire Council	C→A	~10			
Northern Colorado Fireshed Collaborative	C	TBD			
Grand County Water Information Network	C	TBD			
Three Lakes Watershed Association	C	TBD			
Planning Commission liaison	C	~40			
Three Lakes Water & Sanitation District liaison	C	~12			
Grand Lake Fire Protection District liaison	C	~12			
Grand Lake Metropolitan Recreation District liaison	C	~12			
Chamber / Visitor Center & Creative District liaison	C	~10			
Grand County BOCC liaison	C	~12			

Seat	Tier	Hrs/yr	I'm in	Primary	Alternate

Do the capacity math out loud

Seventeen seats across six trustees and a mayor, at eight to fifty hours each, is not a rounding error — it is the reason liaison programs quietly collapse into one overcommitted person. Two guardrails worth stating in the resolution: no trustee holds more than two Tier A seats, and every Tier A and Tier B seat has a named alternate. Several of these bodies only let a formally designated alternate vote, and an undesignated substitute costs the Town its vote at the one meeting that mattered.

And build the reporting loop, or none of this survives the winter

Add a standing “Liaison and Regional Board Reports” item to every regular agenda with a hard time cap, and require a one-page written report filed with the Clerk for the packet. Six fields is enough: body and date; attended or not, and why; what that body decided; what's coming that needs a Board position; any funding or contract item involving the Town — which starts the 72-hour disclosure clock; and the ask of the Board. A seat with no report in two cycles gets dropped at the next reorganization unless someone re-justifies it. Written reports through the Clerk also keep liaison intelligence out of the reply-all threads that the Open Meetings Law reaches.

Part 6 · What closes, and when

When	What
IMMEDIATELY	Zoning Board of Adjustment — five member seats and two alternates, all vacant. An appeal filed tomorrow has no body to hear it.
NOW – DECEMBER 2026	Three Lakes CLEAR successor governance. The 2016 clarity MOU expires in December. Confirm who holds the Town's chair, and get a trustee formally designated to CLEAR and the technical committee.
BEFORE DECEMBER	NWCCOG designations. Representative and alternate are designated annually before the January Council meeting. Decide in November so the letter goes out clean.
JANUARY 2027	NWCCOG Executive Committee elections — five municipal seats, elected by the Council. And the Grand County Wildfire Council elects its board at its first meeting of the calendar year, with two vacancies.
OPEN NOW	CML Executive Board small-municipality vacancy, open since September 1, 2026 — and the CML Policy Committee cycle, which begins meeting in October.
CURRENT CYCLE	Regulation 33 triennial review. If the Town wants standing on the Grand Lake clarity standard, party status in the rulemaking is the mechanism. Ask the Town Attorney what filing requires.
ALREADY LAPSED	Grand County Tourism Board, 3-Lakes District — a director's term expired in July 2026. Appointments run through the county commissioners, so the ask goes to them.
SPRING 2027	QQ meetings resume on the roughly March and July pattern — time enough to seat a trustee before the first one.

Part 7 · Before September 24

This inventory was built from public records. Six conversations turn it from a good draft into something the Board can adopt.

The question	Who to ask	What to ask for
Who holds the Town's CLEAR seat?	**Northern Water · Town Clerk**	Northern Water's announcement quotes Jeff Metzger as "Town of Grand Lake"; the Three Lakes Watershed Association lists him as its Secretary. Trustee, staff, or citizen designee — and does the CLEAR partnership carry a seat on the Grand Lake Adaptive Management committee, where pumping timing is actually negotiated?
What does the Town's own record say?	**Alayna Carrell, Town Clerk · 970-909-4574**	Pull the April 2026 post-election organizational meeting minutes — that is where statutory towns adopt liaison slates. Also: is there an existing appointment policy, who is the liquor licensing authority, and is the two-vacancy notice on the Trustees page stale?
Who sits for us on QQ, and what do we pay?	**NWCCOG · 970-468-0295**	Ask for the QQ representative-by-jurisdiction roster, the QQ and Council dues figures, and whether the

The question	Who to ask	What to ask for
		Economic Development District board has an open Grand Lake seat.
What are the county's boards, really?	**Grand County · 970-725-3347**	Request the current boards and commissions roster with appointment authority for each. Ask specifically about the East Grand Water Quality Board, housing, open lands, and the 3-Lakes tourism board vacancy.
When does the Roundtable seat turn over?	**Colorado Basin Roundtable · 970-945-8522 x1277**	Confirm the Grand County municipal seat's term and rotation, and how the six towns have handled the joint appointment historically.
Are we actually a CAST member, and what does it cost?	**CAST executive director**	Grand Lake appears on the member roster with the Mayor named. Confirm dues, meeting cadence, and who attends — and while you're at it, ask Estes Park's clerk for their trustee liaison policy and code of conduct. Same board size, same gateway problem, and they publish their assignments per trustee.

Two questions for the Town Attorney

Both are flagged in Part 3 because no published Colorado authority squarely answers them, and both belong in a written opinion before the resolution is drafted: how many trustees may attend the same outside body's meeting before notice is required, and whether documented expense reimbursement is an “emolument” that cannot change mid-term.

Prepared for the Town of Grand Lake Board of Trustees workshop, September 24, 2026. Built from public records as of September 10, 2026. Items marked for confirmation are marked because they were not verifiable from public sources — not because they are doubtful. Grand County's website could not be read during this research, which is the one substantial gap.

TOWN OF GRAND LAKE

MANAGER REPORT

TO	FROM	DATE
Mayor & Trustees	Steve Kudron, Town Manager	August 24, 2026

Department Notes

Finance

- Reconciliation in OpenGov continues. This item has become a sticking point in the successful ability to run meaningful reports. Final months are finishing
- Revenue breakdown by industry will begin reporting starting with July. Year over year analysis will be coming soon.
- July revenue is down $1,200 over 2025. Our year-over-year revenue is still well up. 3.3% through July. Budget workshops begin 2nd week of September.

Code Enforcement

- There has been an uptick in bear activity in Town recently. Please keep trash covered and locked. The dry weather is causing the bears and raccoons to seek fresh food
- Work continues ROW compliance and trailer storage..
- Code changes are working through the attorneys office

Planning

- Next Planning meeting scheduled for September 16, 2026. has been cancelled. There are no items on the agenda.
- Leatherwood construction permits have been finalized. Expect excavation and more demo in the next 2 weeks
- The sewer repair on Grand is about finished. The Town will begin construction of a rock wall to improve walking accessibility on the north side of Grand from Veterans Park to Hancock.

Public Works

- Several projects are getting underway as the tar and asphalt permit has been recently issued
- The entire Public Works staff successfully completed required Flagger safety through the state.
- Boardwalk repair and other fall projects are beginning to ramp up.

Grand Lake Center

- Summer camps have completed successfully.
- CDT hikers are camping and using facilities in Grand Lake.
- Pickleballers will begin arriving again as the temperatures drop.

Marketing & Events

- Assisted writers with stories for AAA, BBC Travel, Outside magazine, USA Today, Travel+Leisure “Taking the Kids” column (syndicated), AARP
- Coordinated photo shoot for Smartwool; CTO social co-op photo shoot re-scheduled for Sept. 17
- Kickoff meeting with Scenic Byway committee coordinator (Corinne Lively), campaign planning
- Update “member” marketing package packet and helping new business “members” get their listings setup, etc
- Re-started monthly e-newsletter for local businesses (separate from the Town newsletter and visitor newsletter)
- Meetings with TOGL web host for 2027 changes, GGL web host for annual strategy session, HTA/CDT for Ntl Public Lands Day volunteer event (Sept. 26), Brouhaha PR (FAM tour Oct. 9)
- Guided three community hikes for CDT program in July/August
- CTO passport program (incentivized mobile app check-in with prizes,

			partner with United air) for "Mountain Towns" kicks off Sept. 15 • Event marketing: S2C ribbon cutting, J1 party, Ghost & Gourds
Intergovernmental	• New recycling center— Saturdays 9:00 AM–12:00 PM. Very successful continuing. • CEO contract on tonights agenda • Stormwater construction project on the agenda • Submission for FLAP grants was due 8/31/26 . Unfortunately, the scope of the project required more time than was available to complete the application. We will apply at the next round. • OLRT Grant submission was successfully completed. Town is scheduled for an interview September 30, 2026. • Town is working with County stakeholders to develop a new flood risk management plan.	**Marina Admin**	• Many of our summer staff are leaving and returning to school. • The Marina will be closed on Wednesdays and Thursdays for the remainder of the season • The marina will be open through October 3, 2026. • We are completing the overhaul of our personnel guidelines. • Digitation of Town Records continues • Staff is working on budget requests and priorities in anticipation of the upcoming budget discussions.
Water	• No changes to operations. • All pumps are operating normally	**Space to Create**	• Residents continue to move in and new applications are being vetted. • Grand Opening ceremony September 18, 2026 at 1pm. Hope you can attend.

Updates & Upcoming

Upcoming Events

- Fireworks are on Sept 19, 2026, at 8:30pm
- Constitution Week is September 14-22,2026
- S2C Grand Opening Celebration 9/18/20 at 1pm

For events and Rocky Mountain Folk School classes, visit the Town's website

Next Board Meeting

September 28, 2026

TOWN OF GRAND LAKE
STAFF REPORT

TO: Mayor Bergquist & Town Trustees **FROM:** Stephanie Rhone, Treasurer **DATE: SEPT. 14**, 2026

ACTION TYPE: ☑ Action Requested ☐ Information Only

RE: Accounts Payable — September 14, 2026

BACKGROUND

Pursuant to standard procedure, the Town Board of Trustees reviews and approves accounts payable at each Board meeting.

FISCAL NOTE

The accounts payable documentation was distributed to the Board via email on September 10, 2026, for review.

STAFF RECOMMENDATION

Staff recommends approval of the accounts payable as presented.

SUGGESTED MOTION

I move to approve (or deny) the accounts payable for September 14, 2026.

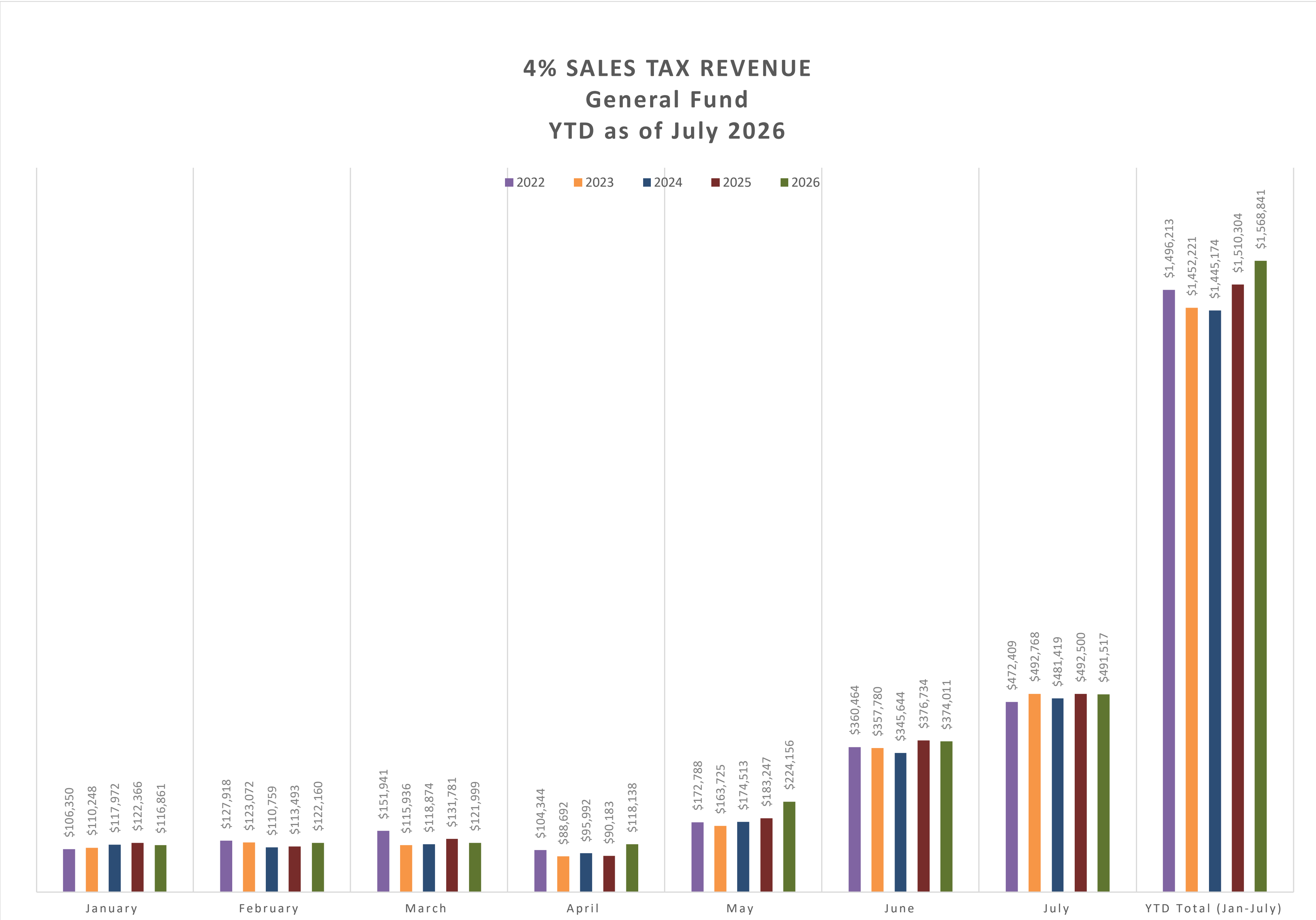
4% SALES TAX CASH FLOW REPORT

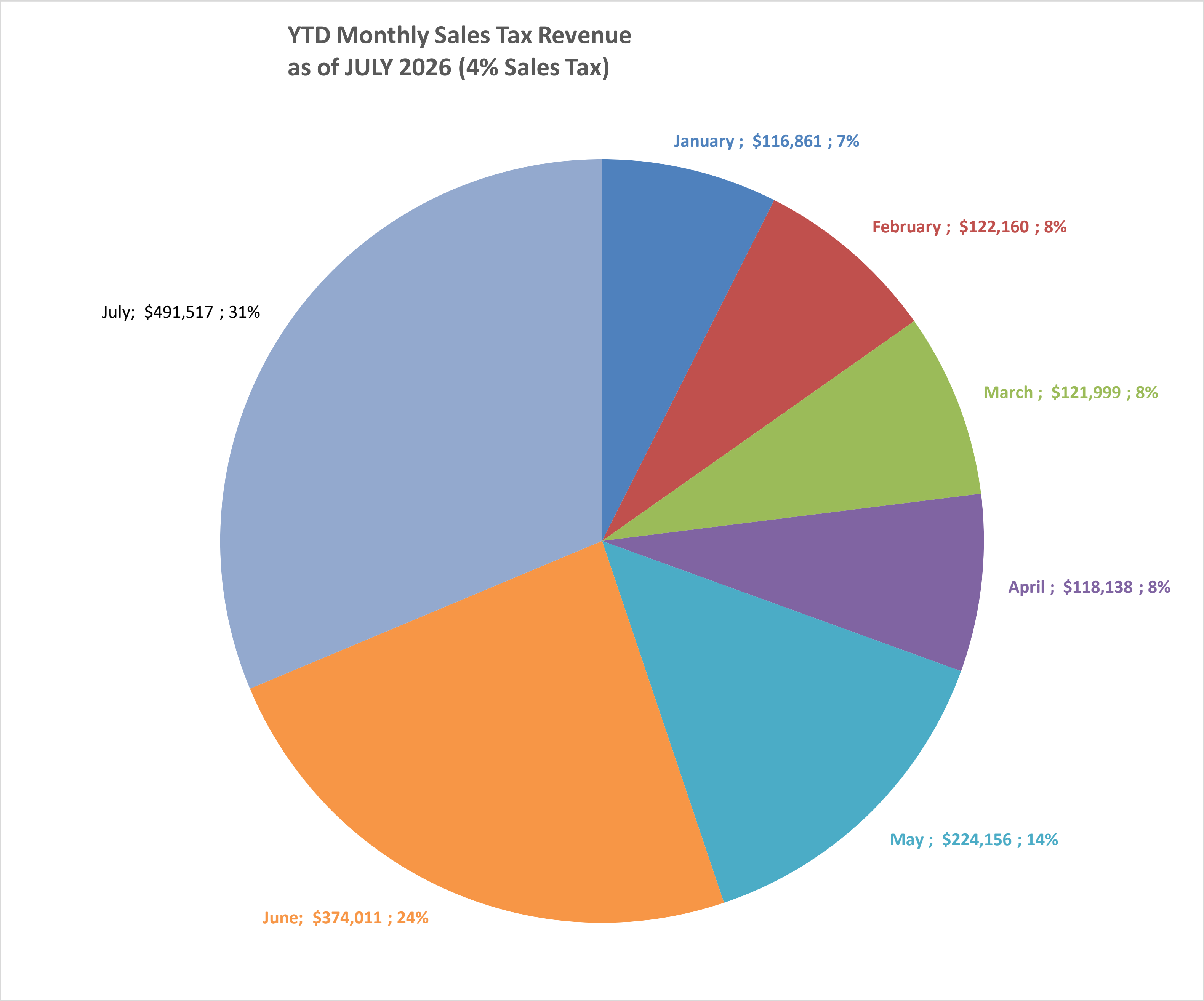
TOWN OF GRAND LAKE

FISCAL YEAR 2026

Sales Month	2026	2025	2024	2023	2022
January	$ 116,861	$ 122,366	$ 117,972	$ 110,248	$ 106,350
February	$ 122,160	$ 113,493	$ 110,759	$ 123,072	$ 127,918
March	$ 121,999	$ 131,781	$ 118,874	$ 115,936	$ 151,941
April	$ 118,138	$ 90,183	$ 95,992	$ 88,692	$ 104,344
May	$ 224,156	$ 183,247	$ 174,513	$ 163,725	$ 172,788
June	$ 374,011	$ 376,734	$ 345,644	$ 357,780	$ 360,464
July	$ 491,517	$ 492,500	$ 481,419	$ 492,768	$ 472,409
August	$ -	$ 372,571	$ 396,761	$ 378,782	$ 369,399
September	$ -	$ 341,814	$ 314,945	$ 328,788	$ 324,475
October	$ -	$ 164,671	$ 165,557	$ 159,985	$ 181,308
November	$ -	$ 103,041	$ 99,969	$ 100,490	$ 100,997
December	$ -	$ 148,857	$ 129,140	$ 134,012	$ 129,464
Total	$ 1,568,841	$ 2,641,257	$ 2,551,546	$ 2,554,277	$ 2,601,855
YTD Total (Jan-July)	$ 1,568,841	$ 1,510,304	$ 1,445,174	$ 1,452,221	$ 1,496,213

YTD Comparison	2026	2025	2024	2023	2022
Annual Budget	$ 2,619,354	$ 2,384,727	$ 2,337,968	$ 2,337,968	$ 2,461,018
YTD Actual	$ 1,568,841	$ 2,641,257	$ 2,551,546	$ 2,554,277	$ 2,601,855
Year to Date % of Budget	59.89%	110.76%	109.14%	109.25%	105.72%
$ Change from Prior Year to Date	$ 58,537	$ 89,711	$ (2,731)	$ (47,578)	$ 78,401
% Change from Prior Year to Date	3.88%	3.52%	-0.11%	-1.83%	3.11%


4% SALES TAX REVENUE
General Fund
YTD as of July 2026
2022
2023
2024
2025
2026
$106,350
$110,248
$117,972
$122,366
$116,861
$127,918
$123,072
$110,759
$113,493
$122,160
$151,941
$115,936
$118,874
$131,781
$121,999
$104,344
$88,692
$95,992
$90,183
$118,138
$172,788
$163,725
$174,513
$183,247
$224,156
$360,464
$357,780
$345,644
$376,734
$374,011
$472,409
$492,768
$481,419
$492,500
$491,517
$1,496,213
$1,452,221
$1,445,174
$1,510,304
$1,568,841
January
February
March
April
May
June
July
YTD Total (Jan-July)

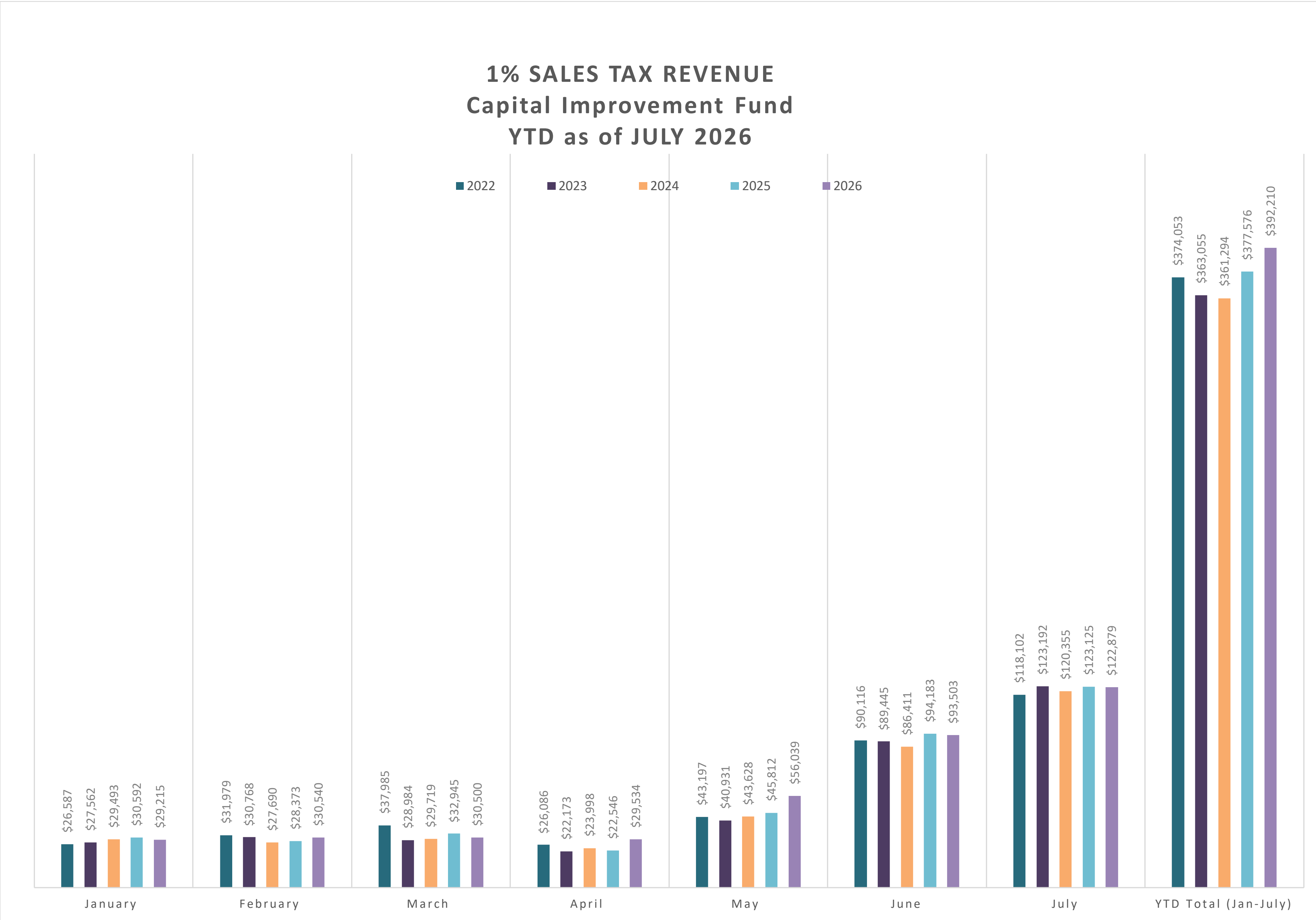

YTD Monthly Sales Tax Revenue
as of JULY 2026 (4% Sales Tax)
January ; $116,861 ; 7%
February ; $122,160 ; 8%
March ; $121,999 ; 8%
April ; $118,138 ; 8%
May ; $224,156 ; 14%
June; $374,011 ; 24%
July; $491,517 ; 31%

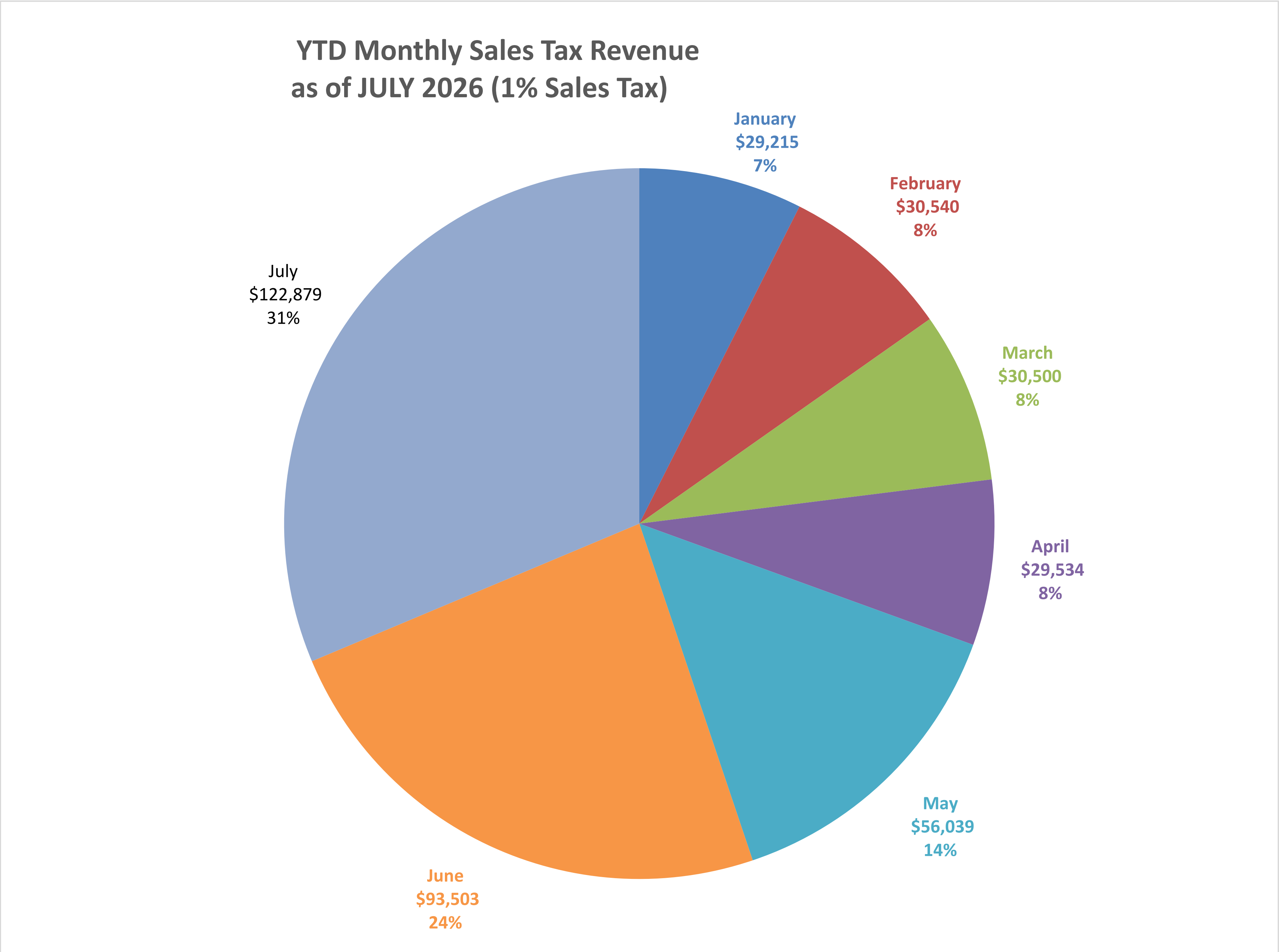
1% SALES TAX CASH FLOW REPORT

TOWN OF GRAND LAKE
FISCAL YEAR 2026

Sales Month	2026	2025	2024	2023	2022
January	$ 29,215	$ 30,592	$ 29,493	$ 27,562	$ 26,587
February	$ 30,540	$ 28,373	$ 27,690	$ 30,768	$ 31,979
March	$ 30,500	$ 32,945	$ 29,719	$ 28,984	$ 37,985
April	$ 29,534	$ 22,546	$ 23,998	$ 22,173	$ 26,086
May	$ 56,039	$ 45,812	$ 43,628	$ 40,931	$ 43,197
June	$ 93,503	$ 94,183	$ 86,411	$ 89,445	$ 90,116
July	$ 122,879	$ 123,125	$ 120,355	$ 123,192	$ 118,102
August	$ -	$ 93,143	$ 99,190	$ 94,695	$ 92,350
September	$ -	$ 85,453	$ 78,736	$ 82,197	$ 81,119
October	$ -	$ 41,168	$ 41,389	$ 39,996	$ 45,327
November	$ -	$ 25,760	$ 24,992	$ 25,122	$ 25,249
December	$ -	$ 37,214	$ 32,285	$ 33,503	$ 32,366
Total	**$ 392,210**	**$ 660,314**	**$ 637,886**	**$ 638,569**	**$ 650,464**
YTD Total (Jan-July)	**$ 392,210**	**$ 377,576**	**$ 361,294**	**$ 363,055**	**$ 374,053**

YTD Comparison	2026	2025	2024	2023	2022
Annual Budget	$ 580,000	$ 580,000	$ 580,000	$ 584,250	$ 615,252
YTD Actual	$ 392,210	$ 660,314	$ 637,886	$ 638,569	$ 650,464
Year to Date % of Budget	67.62%	113.85%	109.98%	109.30%	105.72%
$ Change from Prior Year to Date	$ 14,634	$ 22,428	$ (683)	$ (11,895)	$ 19,600
% Change from Prior Year to Date	3.88%	3.52%	-0.11%	-1.83%	3.11%

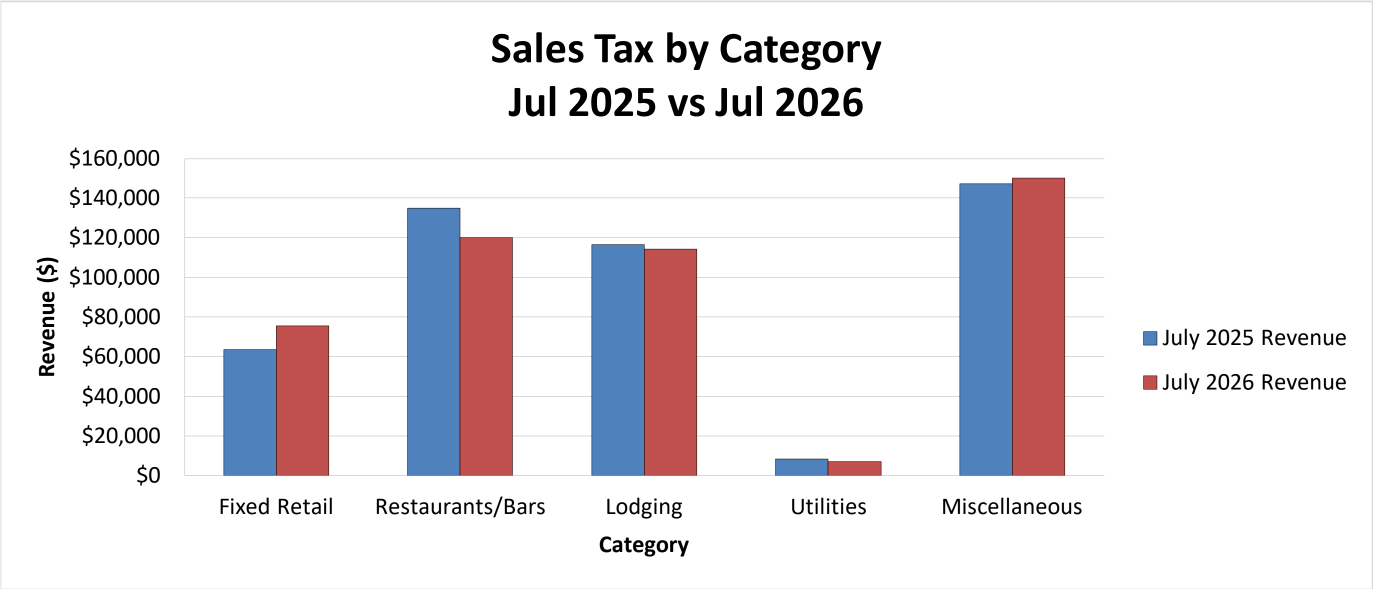

1% SALES TAX REVENUE
Capital Improvement Fund
YTD as of JULY 2026
2022
2023
2024
2025
2026
$26,587
$27,562
$29,493
$30,592
$29,215
$31,979
$30,768
$27,690
$28,373
$30,540
$37,985
$28,984
$29,719
$32,945
$30,500
$26,086
$22,173
$23,998
$22,546
$29,534
$43,197
$40,931
$43,628
$45,812
$56,039
$90,116
$89,445
$86,411
$94,183
$93,503
$118,102
$123,192
$120,355
$123,125
$122,879
$374,053
$363,055
$361,294
$377,576
$392,210
January
February
March
April
May
June
July
YTD Total (Jan-July)


YTD Monthly Sales Tax Revenue
as of JULY 2026 (1% Sales Tax)
January
$29,215
7%
February
$30,540
8%
March
$30,500
8%
April
$29,534
8%
May
$56,039
14%
June
$93,503
24%
July
$122,879
31%

Month	2024	2025	% (2025 vs 2024)	2026	% (2026 vs 2025)
Jan	147,464.89	152,958.12	3.73%	146,075.67	-4.50%
Feb	138,449.27	141,866.35	2.47%	152,700.35	7.64%
Mar	148,592.71	164,726.03	10.86%	152,498.81	-7.42%
Apr	119,990.18	112,728.50	-6.05%	147,671.91	31.00%
May	218,141.51	229,058.18	5.00%	280,194.58	22.32%
Jun	432,055.40	470,917.20	8.99%	467,514.19	-0.72%
Jul	601,774.10	615,625.18	2.30%	614,395.92	-0.20%
Aug	495,950.97	465,713.20	-6.10%		
Sep	393,680.73	427,267.12	8.53%		
Oct	206,946.01	205,838.35	-0.54%		
Nov	124,961.38	128,801.39	3.07%		
Dec	161,425.18	186,071.62	15.27%		

Sales Tax Revenue by Category — Jul 2025 vs Jul 2026

Category	July 2025 Revenue	July 2026 Revenue	Change ($)	Change (%)
Fixed Retail	$63,743	$75,416	$11,673	18.3%
Restaurants/Bars	$135,050	$120,209	($14,840)	(11.0%)
Lodging	$116,593	$114,423	($2,170)	(1.9%)
Utilities	$8,292	$7,171	($1,121)	(13.5%)
Miscellaneous	$147,240	$150,295	$3,055	2.1%
Grand Total	**$470,918**	**$467,514**	**($3,403)**	**(0.7%)**



TOWN OF GRAND LAKE
STAFF REPORT

TO: Mayor Bergquist & Town Trustees **FROM:** Sarah Weekes, Event Manager **DATE:** September 14, 2026

ACTION TYPE: ☑ Action Requested ☐ Information Only

RE: Consideration of Approval of a Special Event Permit Application and Resolution No. 76-2026 — Mountain Family Center "Taking Steps for Cancer 5K & Fundraiser" Event, September 26, 2026, through September 27, 2026

BACKGROUND

Cancer affects approximately one in three people in the United States, and most residents of Grand County know someone who has been impacted. In response, community members founded Taking Steps for Cancer in 2012 to support resource-limited families in the county affected by cancer. Taking Steps for Cancer provides financial assistance for cancer patients and their families in Grand County. Today, with the support of nearly one hundred volunteers and fundraising events such as the Sagebrush Western Classic Golf Tournament, the organization provides financial assistance and screening services to more than 50 resource-limited Grand County families each year. Taking Steps for Cancer partners with Mountain Family Center, a Grand County family resource center and registered 501(c)(3) nonprofit that has served the county's wellness needs since 1979.

Taking Steps for Cancer's annual 5K and Auction is a distinctive community event held in Grand County. The morning opens with a ceremony featuring music and remarks from a cancer survivor, followed by a 5K walk, stroll, or run around Grand Lake, drawing over 200 participants each year in support of loved ones affected by cancer. Tribute signs purchased by family and friends line the race route, honoring those who have been touched by the disease. Following the 5K, participants gather for a luncheon provided by Carey Barnes, along with Grand County's largest Live and Silent Auctions. Board members and the community are invited to attend this meaningful annual event.

Mountain Family Center has submitted a Special Event Permit application for its upcoming event and is requesting that the Board of Trustees waive the associated fee due to its government status:

- Special event permit fee in the amount of **$250.00**

REVIEW CONSIDERATIONS

Pursuant to Municipal Code Section 11-6-3(C): Special Event Permit Application Review and Approval, the Board of Trustees shall consider the following factors prior to approval of a Special Event Permit:

(a) The predominant use of the primary facility being used; and
(b) The proposed event and the event hours; and
(c) Neighborhood compatibility; and
(d) Effect of the proposed event on the community; and
(e) The Town's anticipated cost in staff time and equipment use; and
(f) The benefit to non-profit from the event; and
(g) The benefit to local businesses from the event; and
(h) Duplication of services or sale items; and
(i) Nature of the past event issues or similar past event issues.

FISCAL NOTE

In 2026, the Board of Trustees waived $250.00 in special event permit fees for Mountain Family Center's Annual Spirit Polar Plunge event on June 25, 2026.

SUGGESTED MOTION

I move to approve (or deny) the Special Event Permit application and Resolution No. 76-2026, setting certain fees for Mountain Family Center, "Taking Steps for Cancer 5K & Fundraiser" event, to be held September 26, 2026, through September 27, 2026.

TOWN OF GRAND LAKE
BOARD OF TRUSTEES
RESOLUTION NO. 76-2026

A RESOLUTION SETTING CERTAIN FEES FOR MOUNTAIN FAMILY CENTER "TAKING STEPS FOR CANCER FUNDRAISER AND 5K" EVENT TO BE HELD ON SEPTEMBER 26, 2026, THROUGH SEPTEMBER 27, 2026

WHEREAS, Mountain Family Center has scheduled a special event, Taking Steps for Cancer Fundraiser and 5K, September 26, 2026, through September 27, 2026; and,

WHEREAS, the fee for a special event application is set at $250; and,

WHEREAS, the Board of Trustees has the authority pursuant to Colorado State Statute § 31-15-901 (1) (c) and Section 2-3-2 of the Municipal Code to adopt a resolution waiving the Town fee; and,

WHEREAS, upon consideration of staff comments and discussion amongst the Board members themselves, the Board concluded that waving the special event application fee is in the best interests of the Town and its citizens;

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

1. The Board of Trustees hereby waives the special event permit application fee for Mountain Family Center *Taking Steps for Cancer Fundraiser and 5K* event to be held September 26, 2026, through September 27, 2026.

DULY MOVED, SECONDED, AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE THIS 14TH DAY OF SEPTEMBER 2026.

Votes Approving:
Votes Opposing:
Votes Abstaining:
Absent:

(SEAL)

ATTEST:

Alayna Carrell, Town Clerk

Christina Bergquist, Mayor

TOWN OF GRAND LAKE
MEMORANDUM

TO: Town of Grand Lake Board of Trustees | **FROM:** Steve Kudron, Town Manager | **MEETING DATE:** 9/14/2026

RE: Approval of contract with the State of Colorado for CEO Energy Impact Grant services

Mayor & Trustees

The Town of Grand Lake has been awarded a Local Impact Accelerator grant from the Colorado Energy Office, funded by the EPA in May of this year. After that award, staff prepared an RFP which was published and responses received. The Antero Group was awarded the contract and that contract has been approved by the Board of Trustees.

Staff have received the contract for services award from the State of Colorado which is attached for your review. Our Town Attorney has reviewed the contract and the redline items are included for your review. The Board should review the contract with the state and take action to ratify the State contract for award.

SUGGESTED MOTION

I MOVE TO APPROVE THE CONTRACT WITH THE STATE OF COLORADO FOR GRANT SERVICES THROUGH THE COLORADO ENERGY OFFICE.

Or

I MOVE TO APPROVE THE CONTRACT WITH THE STATE OF COLORADO FOR GRANT SERVICES THROUGH THE COLORADO ENERGY OFFICE.

Grant Award Letter

Intergovernmental Grant Agreement

Cover Page

State Agency
Colorado Energy Office (CEO)
Grantee
Town of Grand Lake
Grantee UEI
TW9AFLN4UEV9
Grant Amount

State Fiscal Year 2027	$2,135,000.00
State Fiscal Year 2028	Any unused funds from SFY27
State Fiscal Year 2029	Any unused funds from SFY28
State Fiscal Year 2030	Any unused funds from SF29

Total for all State Fiscal Years
$2,135,000.00

Grant Agreement No.
CTGG1 27-
Grant Issuance Date
The date the State Controller or an authorized delegate signs this Grant Letter
Grant Expiration Date
July 31, 2029
Fund Expenditure End Date
July 31, 2029
Agreement Authority –
Authority to enter into this Agreement exists in CRS §24-38.5-101, et seq., and funds have been appropriated for this Agreement from the U.S. Environmental Protection Agency Award No. 00I02300, and a sufficient unencumbered balance thereof remains available for payment.

Grant Purpose
The purpose of this Grant Agreement is for Grantee to focus on advancing policies that extend beyond state requirements and implementing projects that support and further policy adoption work, which will help drive long-term emissions reductions and provide other co-benefits like bolstering local resilience and improving air quality. Grantee was awarded as a result of the CEO’s competitive Local IMPACT Accelerator Grant Program Application.
Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Statement of Work.
2. Exhibit B, Budget.
3. Exhibit C, Compliance Reporting Requirements.

4. Exhibit D, Federal Provisions.

In the event of a conflict of inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Exhibit D, Federal Provisions.
2. Colorado Special Provisions in §18 of the main body of this Agreement.
3. The provisions of the other sections of the main body of this Agreement.
4. Exhibit A, Statement of Work.
5. Exhibit B, Budget.
6. Exhibit C, Compliance Reporting Requirements.

Principal Representatives

For the State:
Julia Ettelman
Colorado Energy Office
1600 Broadway Street
Suite 1960
Denver, CO 80202
Julia ettelman@state.co.us

For Grantee:
Steve Kudron
Town of Grand Lake
PO Box 99
Grand Lake, CO 80447
skudron@toglco.com

Signature Page

The Signatories Listed Below Authorize this Grant

STATE OF COLORADO

Jared S. Polis, Governor

Colorado Energy Office
Will Toor, Executive Director

____

By: Dominique Gómez, Deputy Director

Date: _________________________

Grantee

Town of Grand Lake

____

By:

Date: _________________________

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

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

____

By: Jonathon Bray, Controller, Office of the Governor

Date________________________

Version: 10/2025

1. Grant

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the "State") hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the "Grantee") an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. Term

A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in Exhibit A.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

C. Grantee's Termination Under Federal Requirements

Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. Definitions

The following terms shall be construed and interpreted as follows:

A. **"Agreement"** means this Agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

B. "**Award"** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

C. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

D. **"Budget"** means the budget for the Work described in Exhibit B.

E. **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.

F. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.

G. **"Cost Sharing"** means a portion of project costs not paid under this Subaward. This includes match which refers to required levels of cost share that must be provided (2 CFR 200.306)

H. **"Grant Award Letter"** means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

I. **"Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.

J. **"Grant Expiration Date"** means the Grant Expiration Date shown on the first page of this Grant Award Letter.

K. **"Grant Issuance Date"** means the Grant Issuance Date shown on the first page of this Grant Award Letter.

L. **"Exhibits"** exhibits and attachments included with this Grant as shown on the first page of this Grant

M. **"Extension Term"** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter

N. **"Federal Award"** means an award of Federal financial assistance or a cost-reimbursement agreement under the Federal Acquisition Regulations by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

O. **"Federal Awarding Agency"** means a federal agency providing a Federal Award to a Recipient. The U.S. Environmental Protection Agency (EPA) is the Federal Awarding Agency for the Federal Award which is the subject of this Grant.

P. **"Goods"** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

Q. **"Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

R. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.

S. **“Party”** means the State or Grantee, and “Parties” means both the State and Grantee.

T. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, et. seq., C.R.S.

U. **“Recipient”** means the State Agency shown on the first page of this Grant Award Letter, for the purposes of the Federal Award.

V. **“Services”** means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.

W. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

X. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.

Y. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

Z. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

AA. **“Sub-Award”** means this grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

BB. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.

CC. **“Subrecipient”** means an entity that receives a Sub-Award from a pass-through entity to carry out part of a Federal award. The term subrecipient does not a beneficiary or participant. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Grant, Grantee is a Subrecipient.

DD. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to the Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

EE. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.

FF. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. Statement of Work

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse

Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

5. Payments to Grantee

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for each State Fiscal Year shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Matching Funds

RESERVED

D. Reimbursement of Grantee Costs

Upon prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget. The State shall reimburse Grantee for the Federal share of properly documented allowable costs related to the Work after the State's review and approval thereof, subject to the provisions of this Grant. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. If the Federal Awarding Agency has not closed this Federal Award within 1 year and 90 days after the Grant Expiration Date due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

6. Reporting - Notification

A. Performance and Final Status

Grantee shall submit reports pursuant to Exhibit A. Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§5.E**, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. Grantee Records

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State, upon reasonable conferral with the Grantee. Grantee shall allow the State to perform all monitoring required by the Uniform

Guidance, based on the State's risk analysis of Grantee. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement, upon reasonable conferral with the Grantee. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. If Grantee enters into a subcontract or subgrant with an entity that would also be considered a Subrecipient, then the subcontract or subgrant entered into by Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. Confidential Information-State Records

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice

Commented [DH1]: The Town will need a copy of these guidelines...

Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Grantee, including, but not limited to, Grantee's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement.

9. Conflict of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant in violation of State law. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

10. Insurance

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

Commented [DH2]: I assume that the Town maintains adequate insurance, but please let me know if there are any concerns/questions on this

11. Breach of Agreement

In the event of a breach of agreement, the aggrieved party shall give written notice of breach of agreement to the other party. If the notified party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the party may exercise any of the remedies as described in §12 for that party. Notwithstanding any provision of this agreement to the contrary, the state, in its discretion, need not provide notice or a cure period and may immediately terminate this agreement in whole or in part or institute any other remedy in this agreement in order to protect the public interest of the state; or if grantee is debarred or suspended under §24-109-105, C.R.S., the state, in its discretion, need not provide notice or cure period and may terminate this agreement in whole or in part or institute any other remedy in this agreement as of the date that the debarment or suspension takes effect.

12. Remedies

A. State's Remedies

In addition to any remedies available under any exhibit to this grant agreement, if Grantee is in breach under any provision of this agreement and fails to cure such breach, the state, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this agreement or at law. The state may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Grantee's uncured breach, the state may terminate this entire agreement or any part of this agreement. Additionally, if Grantee fails to comply with any terms of the federal award, then the state may, in its discretion or at the direction of a federal awarding agency, terminate this entire agreement or any part of this agreement. Grantee shall continue performance of this agreement to the extent not terminated, if any.

The State may also terminate this grant agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

a. Obligation and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.B**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages caused directly by Grantee and sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

II. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of grantee's employees, agents, or subcontractors from the work whom the state deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the state to be contrary to the public interest or the state's best interest.

e. Intellectual Property

If any work infringes, or if the state in its sole discretion determines that any work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, grantee shall, as approved by the state (i) secure that right to use such work for the state and grantee; (ii) replace the work with non-infringing work or modify the work so that it becomes non-infringing; or, (iii) remove any infringing work and refund the amount paid for such work to the state.

f. Collection of Unallowable Costs (2 CFR 200.410)

Payments made for costs determined to be unallowable by either the awarding Federal agency, cognizant agency for indirect costs, or pass-through entity must be refunded with interest to the Federal Government. Unless directed by Federal statue or regulation, repayments must be made in accordance with the instructions provided by the Federal agency or pass-through entity that made the allowability determination. See §§ 200.300 through 200.309, and § 200.346.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

13. Dispute Resolution

Except as herein specifically provided otherwise or as required or permitted by federal regulations related to any Federal Award that provided any of the Grant Funds, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

14. Notices and Representatives

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§14**.

15. Rights in Work Product and Other Information

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

Commented [DH3]: Is the Town ok with this? This would allow the State to have the right to all intellectual property created by the Town or any subcontractors, etc. if that intellectual property is paid for through the Grand Funds.

This doesn't necessarily seem to be an issue, but I want to make sure the Town is ok with this.

16. Governmental Immunity

Liability for claims for injuries to persons or property arising from the negligence of ~~the~~ either Part~~ies~~y, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq*. C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

17. General Provisions

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

~~The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter.~~ The Parties may ~~also~~ agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

Commented [DH4]: This language allows for amendment to this agreement by issuance of a new grant award letter and acceptance of funds. This option is fine, but having a signed amendment would allow the Town the time to review any new terms before agreeing.

E. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Accessibility

i. Grantee shall comply with the *Accessibility Standards for Individuals with a Disability*, as adopted by the Office of Information Technology pursuant to ¤24-85-103 C.R.S.

ii. The State may require Grantee's compliance with the *Accessibility Standards for Individuals with a Disability* adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S. is determined and tested by a qualified third party selected by the State. The State may ask the Grantee to review the selection of the third party. Grantee shall be responsible for all costs associated with the third-party vendor's assessment. If Grantee is not in compliance as determined by the third-party vendor, at the State's request and at the State's direction, Grantee shall promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State.

L. Federal Provisions

Grantee shall comply with all applicable requirements of Exhibit D at all times during the term of this Grant.

18. Colorado Special Provisions (Colorado Fiscal Rule 3-3)

A. Statutory Approval. §24-30-202(1) C.R.S.

This agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. Fund Availability. §24-30-202(5.5) C.R.S.

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. Governmental Immunity.

Liability for claims for injuries to persons or property arising from the negligence of ~~the~~ either Party~~ies~~, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the Parties risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. Independent Contractor.

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any Agreement, liability, or understanding, except as expressly set forth herein. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. Compliance with Law.

Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Choice of Law, Jurisdiction, and Venue.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. Prohibited Terms.

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. Software Piracy Prohibition.

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. Employee financial Interest/Conflict of Interest. §§24-18-201 and 24-50-507 C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

Exhibit A, Statement of Work

Section 1: Project Background and Description

The following section provides an overview of the Local Implementation, Mitigation, and Policy Action Accelerator Program (Local IMPACT Accelerator or "Accelerator" hereafter) and the Town of Grand Lake's ("the Grantee" hereafter) specific policy and project work. It also includes key requirements from the U.S. Environmental Protection Agency (EPA) and the Colorado Energy Office (CEO).

The term "Grantee" refers to recipients of CEO CPRG funding and "Grant Agreement" refers to the Intergovernmental Agreement between Grantee and CEO. However, CEO will refer to Grantee as "Subrecipient" and Grant Agreement as "Subaward Agreement" for all other documentation, in order to align with EPA's naming conventions.

EPA and CEO Compliance Requirements

The Grantee shall comply with all Federal Award Terms and Conditions associated with CPRG, including EPA General Terms and Conditions, 2 CFR 200, 2 CFR 1500, 40 CFR 33, Clean Air Act Sec 137, and all Quality Assurance (QA) requirements as detailed in Task 2. In addition, the Grantee shall comply with CEO specific requirements including those that serve to monitor risk and performance as noted in Section 8.

Overview of the Accelerator Program

The Accelerator will provide a total of approximately $50 million in grants from the EPA Climate Pollution Reduction Grant (CPRG) program. These funds will support local governments in adopting policies that extend beyond state requirements in four categories (Buildings, Land Use, Transportation, Waste) in order to bolster local resilience, reduce emissions, and advance other state priorities, such as improved air quality.

Overview of the Grantee Policy and Project

The Grantee is proposing a Mobility and Land Use Integration Policy, which includes adopting a Complete Streets Ordinance, enacting Parking Management and Transportation Demand Management (TDM) Reforms (such as eliminating parking minimums and mandating paid parking), and reducing policy barriers to affordable housing (such as allowing

Accessory Dwelling Units by right). This comprehensive policy package goes beyond state and local requirements by voluntarily adopting TDM and multimodal policies typically reserved for larger urban areas to manage seasonal congestion and reduce vehicle miles traveled (VMTs) and associated greenhouse gases (GHGs).

The corresponding project is designed to implement a full program of expanded peak-season TDM strategies through comprehensive operational strategies throughout the Town. This includes key infrastructural and operational elements such as constructing the full Multimodal Path and Hiker's Path connections to downtown, trailheads, and the marina; creating a fully operational Mobility Hub with e-Bike sharing; installing townwide branded wayfinding and signage; and completing extensive safety improvements like filling all sidewalk gaps and installing multiple raised crosswalks. Finally, the project includes enhanced performance monitoring and the creation of a Gateway Community Toolkit to enable other rural communities to replicate the policy and implementation model.

By executing this Grant Agreement, the Grantee commits to pursuing the adoption of local policies that exceed minimum State and local standards, as committed to in the Grantee's Accelerator application and required by the Accelerator Program Guidance.

Overview of Deliverables and Work Products

Deliverables, which must be submitted to CEO for review and approval, are distinct from work products, which are materials developed by the Grantee or its vendors that do not need to be submitted to CEO. Deliverables for this Statement of Work include the monthly progress reports, the final report, Quality Assurance and Compliance documents, and the Task Continuation Work Request. For Tasks where the Grantee is expected to complete work or create work products but is not required to submit a deliverable to CEO, the Grantee shall provide a detailed summary of work progress in monthly progress reports. This requirement is noted in both the *Summary of Task Deliverables* sections and *Section 3: Project Schedule* as "Detailed to CEO in monthly progress reports."

Commented [DH5]: Note this requirement...

Unless otherwise stated, CEO will not require the Grantee to submit work products for approval, but the Grantee is expected to save all work products and have them readily available for CEO for monitoring or risk assessment. Work product completion will be validated through monthly reports and in monthly meetings with the Program Manager.

Overview of Phased Funding Approach

CEO has awarded the Grantee funding in a phased approach, where the Grantee may only begin certain tasks after the completion and approval of prior tasks.

The Grantee may only begin work and submit reimbursement requests for the available funding amounts associated with Task 1-3 in Table 1 below until a Task Continuation Work Request is approved, as described herein. Upon completion of Task 3 - Advance Milestones toward Policy Adoption, the Grantee must submit a Task Continuation Work Request to CEO. The Grantee is prohibited from working on any task following Task 3 until they have received CEO approval of their Task Continuation Work Request. See Task 3.2 Task Continuation Work Request for request submission details. See Table 1 below for funding availability by phase and task.

If the Grantee fails to submit a Task Continuation Work Request or if CEO does not approve the request, CEO's maximum liability to the Grantee will be limited to the funds approved for Tasks 1-3. In such an event, CEO reserves the right to de-obligate any remaining project funding.

<table>
<tr><th>Phase</th><th>Tasks</th><th>Available Funding</th><th>Funding Availability</th></tr>
<tr><td rowspan="3">Phase 1</td><td>1 - Project Communication and Administration</td><td>$50,000.00</td><td rowspan="3">Upon Agreement Effective Date</td></tr>
<tr><td>2 - Quality Assurance</td><td>$40,000.00</td></tr>
<tr><td>3 - Advance Milestones toward Policy Adoption</td><td>$209,000.00</td></tr>
<tr><td>Phase 2</td><td>4 - Project Implementation</td><td>$1,836,000.00</td><td>Successful completion of Task 3.1 and approval of Task Continuation Work Request as described in Task 3.2.</td></tr>
</table>

	Total Costs	**$2,135,000.00**	

Table 1

Section 2: Work Tasks, Deliverables, and Timeline

- The Grantee shall complete the following work tasks and provide the following deliverables to CEO, subject to CEO's (or others') final approval and discretion.
- Any work products and deliverables must comply with the State of Colorado technical standards related to technology accessibility and with Level A and AA of the most current version of the Web Content Accessibility Guidelines (WCAG), currently WCAG 2.1.
- The State may require compliance to the State's accessibility standards for any work product be determined by a third-party selected by the State. Please refer to the Vendor Accessibility Guide for more information on the State's accessibility requirements.
- The Grantee and its vendors and contractors shall adhere to Addendum 1, Artificial Intelligence (AI) Disclosure and Use Requirements, which includes disclosing in writing whether and how AI is used, human oversight of AI-generated content, data protection and confidentiality, and quality and accuracy standards.
- In all cases, CEO will need time to review deliverables. Whether called out in specific tasks or not, the Grantee should allow at least one week for CEO review and one week for the Grantee to accept edits into their process. Building in at least two additional weeks (or more) for this full review process will help ensure deadlines are met with an appropriate buffer to ensure the end product is meeting all standards for quality, accessibility, and design.

Task 1 Project Communication and Administration

Project communication and administration activities are expected to occur for the duration of the project and include the tasks below.

- **Task 1.1 Kickoff Meeting**
  The Grantee shall attend a 60-90 minute (virtual or in-person) kick-off meeting with CEO, ideally within one week but no more than 12 business days of Grant Agreement Effective Date unless otherwise allowed in writing (i.e., email) by CEO.

- **Task 1.2 Monthly Meetings**
  The Grantee shall attend monthly meetings (virtual or in-person) with CEO. If the CEO Program Manager (PM) determines that meetings should be held more or less frequently, CEO will communicate this in writing (i.e., email).

- **Task 1.3 Monthly Report**
  The Grantee shall submit a monthly report, using a CEO provided template, no later than the 15th day of the following month unless otherwise allowed by CEO in writing (i.e., email). If the 15th day falls on a weekend or holiday, the report is due the Monday or workday following the weekend or holiday. The report shall summarize work for the previous month, including but not limited to: A) project status, B) a description of the work products, deliverables and tasks completed during the reporting period, C) budget expended and remaining by cost category, D) project findings, E) unanticipated outcomes or roadblocks, and, F) next steps in the project. The Grantee shall also include a description of Quality Assurance and EIO activities completed including, but not limited to: status of QA deliverables, collection and/or use of primary or existing data, or any other QA or EIO related activity. If work is behind schedule, the Grantee should provide a summary of reasons for the delay and an action plan to get back on schedule. The Grantee shall submit the monthly report together with the monthly invoice (unless CEO has approved an exception) in order to show grant spend down and timely billing to CEO. Note that a monthly report is required whether or not an invoice is submitted.

- **Task 1.4 Annual Report**
  Each year by the 15th of September, unless otherwise allowed by CEO in writing (i.e.,

email) the Grantee will submit an annual report, using a CEO provided template, which will replace the monthly report for that month only and require additional details. These will include: A) Verification that the Grantee has reviewed their Supplemental Assurance Plan, (SAP) as required in Task 2, B) Submission of the Grantee's updated SAP, as necessary, and C) Confirmation that the Grantee is advancing milestones toward policy adoption, that the policy adoption timeline is still accurate, and a list of any risk mitigation strategies being applied to ensure the policy adoption will be successful. Failure to provide the necessary details above including showing the jurisdiction is still working to advance the policy/policies it committed to passing may result in actions such as pausing grant funding until such time as those details can be adequately provided to CEO and the CEO PM accepts the annual report.

- **Task 1.5 Final Project Report**

  The final report should describe project outcomes against tasks/subtasks, summarize achievements, challenges, and lessons learned, and be no more than five (5) pages. CEO will provide the Grantee with a final report template. The final report shall be submitted with the final invoice, which should indicate completion of all project deliverables. Final reports are due within 45 days of the expiration of the Agreement. However, the Grantee will not be reimbursed for hours spent completing the final report if those hours occur after the expiration of the Agreement.

Summary of Task 1 Deliverables

- **1.1 Kickoff Meeting.** Within 12 business days of the Grant Agreement Effective Date.
- **1.2 Monthly Meetings**. Monthly after the kickoff meeting.
- **1.3 Monthly Reports**. Due by the 15th calendar day of the following month.
- **1.4 Annual Report.** Due annually on September 15.
- **1.5 Final Project Report**. Due within 45 calendar days of the Grant Agreement expiration date.

Task 2 Quality Assurance

EPA requires that all organizations performing Environmental Information Operations (EIO) must adhere to EPA's Quality Assurance Policy and that all EIO shall be implemented in accordance with an approved Quality Assurance Project Plan (QAPP). As such, all grantees under the Accelerator program must adhere to EPA's Quality Program, CEO's QMP (Quality Management Plan), CEO's QAPP or CEO's Programmatic Quality Assurance Project Plan (PQAPP).

In order to simplify this process for Grantees, CEO is drafting a PQAPP for EPA approval. The PQAPP outlines how CEO will perform EIO relevant to Accelerator Grantee project scopes, such as the use of existing environmental data or the collection of limited primary environmental data. CEO will provide the Grantee with a list of EIO activities covered by CEO's PQAPP.

As part of adhering to CEO's PQAPP, the Grantee must complete and submit a Supplemental Assurance Plan (SAP) to provide CEO with all expected data sources and reports the Grantee intends to use. CEO will review the SAP and determine if CEO's PQAPP will cover the Grantee's EIO, or if the Grantee will need to draft their own QAPP for EPA approval. Grantees that do not need to draft their own QAPP must only complete Tasks 2.1-2.3 below. Grantees that need to draft their own QAPP, whether determined before the Agreement Effective Date or during the term of the Agreement, must still complete Tasks 2.1-2.3 but must also complete tasks 2.4-2.6 below.

CEO will provide $40,000 in funding to Grantees to support the Quality Assurance activities detailed below. If it is determined jointly by CEO and the Grantee that funding support for PQAPP/SAP/QAPP compliance is not needed and CEO agrees to exercise this option, CEO may reallocate the funding associated with this task. The Grantee or CEO may initiate this request and it must be confirmed in writing (i.e. email) by CEO. Allowable uses of reallocated funds include but are not limited to: A) compliance with other federal requirements in this Agreement, B) adding funding to augment another task within this SOW, C) funding an optional task (if one is listed in this SOW and CEO agrees to exercise the option in writing (i.e., email) to Grantee), or D) adding a task not in the current SOW. Option D will require an amendment to the Agreement before work can begin.

- **Task 2.1 SAP Submission**

  The Grantee must complete and submit a SAP to CEO for review and approval with all expected data sources and reports the Grantee intends to use. In some cases, EPA may review as well. The Grantee must receive CEO approval of the SAP prior to engaging in EIO. CEO will provide the Grantee with a SAP template.

- **Task 2.2 Annual SAP Review**

  The Grantee must conduct a formal annual review of their SAP to confirm the information is still accurate and submit the review to CEO for approval. CEO will provide guidance on how to perform and document an annual SAP review.

- **Task 2.3 Ongoing SAP QA Monitoring**

  In addition to the formal annual review, the Grantee must also regularly review their SAP and track minor changes as needed. This includes reporting on Quality Assurance during each monthly meeting and monthly progress report. If, at any point throughout the grant term, either the Grantee or CEO determines the Grantee is working on EIO-related activities that are outside of the scope of the Grantee's SAP, the Grantee shall immediately stop work on EIO-related activities and consult with the CEO PM and CEO's Quality Assurance Manager. The Grantee may not resume work on EIO-related activities until CEO identifies a remedy, which is likely the resubmission of a revised SAP for CEO approval. As evidenced to CEO in monthly progress reports as well as in the SAP if/when a change is needed.

- **Task 2.4 QAPP and Crosswalk Submission (if a QAPP is required)**

  If the Grantee's scope of EIO exceeds that which is covered by CEO's PQAPP, the Grantee must develop their own QAPP and associated QAPP Crosswalk for EPA approval. The QAPP Crosswalk is used to ensure each aspect of the QAPP has been completed and meets EPA requirements. The Grantee will submit these documents to CEO for review, and CEO will provide feedback for the Grantee to incorporate prior to EPA submission. CEO will then submit the Grantee's final QAPP/QAPP Crosswalk to EPA. The Grantee is expected to incorporate all edits and revisions until EPA provides final approval.

- **Task 2.5 Annual QAPP Review (if a QAPP is required)**

  If the Grantee has developed their own QAPP, the Grantee must conduct a formal annual review of the QAPP using the EPA QAPP Crosswalk to confirm the information is still accurate or identify and describe any changes to the approved QAPP. QAPP Crosswalks and/or revised QAPPS must be submitted to EPA no later than 60 calendar days prior to the anniversary of the EPA QAPP approval date. In order to provide CEO time to evaluate the Grantee's annual QAPP review, the Grantee must submit the QAPP Crosswalk and, if applicable, the revised QAPP to CEO at least 90 calendar days prior to the anniversary of the EPA QAPP approval date.

- **Task 2.6 Ongoing QAPP QA Monitoring (if a QAPP is required)**

  In addition to the formal annual review, the Grantee must also regularly review their QAPP and track minor changes as needed. This includes reporting on Quality Assurance during each monthly meeting and monthly progress report. If, at any point throughout the grant term, either the Grantee or CEO determines the Grantee is working on EIO-related activities that are outside of the scope of the Grantee's QAPP, the Grantee shall immediately stop work on EIO-related activities and consult with the CEO PM and CEO's Quality Assurance Manager. The Grantee may not resume work on EIO-related activities until CEO identifies a remedy, which is likely the resubmission of the QAPP for EPA approval.

<u>Summary of Task 2 Deliverables</u>

- **2.1 SAP Submission.** Due within 30 calendar days of request by CEO PM.
- **2.2 Annual SAP Review.** Due annually on September 15.
- **2.3 Ongoing SAP QA Monitoring.** Ongoing. Detailed to CEO in monthly progress reports (or in a SAP update as needed).
- **2.4 QAPP and Crosswalk Submission (if a QAPP is required).** Due date to be determined by CEO Quality Assurance Manager.

- **2.5 Annual QAPP Review (if a QAPP is required).** Due annually to CEO at least 90 calendar days prior to the anniversary of the EPA QAPP approval date.
- **2.6 Ongoing QAPP QA Monitoring (if a QAPP is required).** Ongoing. Detailed to CEO in monthly progress reports.

Task 3 Advance Milestones towards Policy Adoption

The subtasks in Task 3 represent the work that the Grantee must complete to demonstrate a good faith effort in advancing policy. CEO will not reimburse Grantee for work performed on any tasks following Task 3 until Task 3 is completed (unless otherwise allowed in writing by CEO).

The Grantee is responsible for advancing the Mobility and Land Use Integration Policy and preparing for its implementation. The Grantee will then develop detailed implementation toolkits, design standards (such as multimodal street typologies and following National Association of City Transportation Officials (NACTO) street design guidelines), and a phased implementation and capital investment roadmap.

- **Task 3.1 Policy Milestones and Comprehensive Implementation Planning**
  The Grantee will develop the draft Mobility and Land Use Integration Policy framework. Activities include conducting technical analysis related to multimodal transportation, land use integration, implementation feasibility, and development of policy direction and implementation priorities. The Grantee will also prepare preliminary implementation planning materials, including identification of capital investment needs, implementation sequencing considerations, and policy guidance concepts. The Grantee will draft a Mobility and Land Use Integration Policy framework; a technical analysis memorandum; preliminary implementation planning recommendations; and initial policy guidance concepts and implementation priorities. The Grantee will update CEO on draft progress throughout development.
- **Task 3.2 Public Engagement Plan for Policy Development**
  Concurrent with policy development and refinement activities, the Grantee will manage Public Outreach and Communication to support policy development and implementation planning. Activities include launching and maintaining a branded

project webpage, producing accessible printed and digital materials, hosting public town halls, conducting targeted stakeholder meetings, and gathering public and agency feedback throughout the Task 3 period.

- **Task 3.3 Existing Conditions Analysis**

  The Grantee will complete an Existing Conditions Analysis and baseline transportation data collection activities. Work includes deployment and coordination of temporary automated traffic counters and parking monitoring equipment; collection, processing, and analysis of multi-week peak-season traffic and parking data; refinement of baseline Vehicle Miles Traveled (VMT) and vehicle idle-time estimates; field observations and site assessments; parking occupancy and circulation analysis; development of maps, graphics, and technical memoranda; coordination with project partners and agencies; and preparation of supporting documentation necessary to inform future implementation and greenhouse gas (GHG) reduction analysis activities.

- **Task 3.4 Implementation Toolkit, Design Standards, and Draft Policy Refinement**

  The Grantee will prepare detailed implementation tools and supporting policy materials based on the draft framework developed in Task 3.1 and feedback received through Task 3.2. Activities include development of multimodal street typologies, design standards, implementation toolkits, and phased implementation strategies. The Grantee will also prepare a draft capital investment roadmap and implementation guidance materials for review by project partners and stakeholders to be finalized during kickoff meeting, including, but not limited to, County and town stakeholders, State agency representatives, park service stakeholders, Chamber of Commerce, lodging providers, and workforce housing stakeholders.

- **Task 3.5 Legal Review, Interagency Coordination, and Final Policy Refinement**

  The Grantee will conduct enhanced legal and policy review of draft implementation materials and policy recommendations. Activities include incorporating feedback gathered from local governments, regional agencies, transportation partners, residents, and stakeholders into final policy recommendations and implementation priorities. The Grantee will facilitate interagency coordination meetings and policy workshops with partner jurisdictions and agencies and finalize implementation tools, design standards, and policy guidance materials.

- **Task 3.6 Formal Adoption of Policy Framework**

  The Grantee will support the formal adoption process for the Mobility and Land Use Integration Policy framework and associated implementation materials. Activities include preparation of final presentation materials, coordination with decision-makers and partner agencies, facilitation of public hearings or adoption meetings as applicable, incorporation of final revisions requested during the adoption process, and preparation of final adopted policy documents and implementation materials. The Grantee will also support communication of adopted policies and implementation priorities to stakeholders and the public.

- **Task 3.7 Task Continuation Work Request**
  The Grantee shall submit a Task Continuation Work Request using a template provided by CEO via email to the CEO PM. The Grantee should also submit any associated documentation and/or publicly available hyperlinks as requested by CEO indicating completion of deliverables outlined in Tasks 3.1 - 3.6 with the Task Continuation Work Request. If the Grantee is unable to complete Tasks 3.1 - 3.6 due to unforeseen complications, they may request an exemption on the Task Continuation Work Request template and CEO will evaluate the request. If an exemption is granted, a formal Grant Agreement amendment may be required.

<u>Summary of Task 3 Deliverables</u>

- **3.1 Policy Milestones and Comprehensive Implementation Planning.** Estimated to begin in September 2026 and be completed by the end of May 2027. Detailed to CEO in the Task Continuation Work Request.

- **3.2 Public Engagement Plan for Policy Development.** Estimated to begin September 2026 and be completed by the end of May 2027. Detailed to CEO in the Task Continuation Work Request.

- **3.3 Existing Conditions Analysis.** Estimated to begin September 2026 and be completed by the end of November 2026. Detailed to CEO in the Task Continuation Work Request.
- **3.4 Implementation Toolkit, Design Standards, and Draft Policy Refinement.** Estimated to begin January 2027 and be completed by March 2027. Detailed to CEO in the Task Continuation Work Request.
- **3.5 Legal Review, Interagency Coordination, and Final Policy Refinement.** Estimated to begin March 2027 and be completed by May 2027. Detailed to CEO in the Task Continuation Work Request.
- **3.6 Formal Adoption of Policy Framework.** Estimated to begin April 2027 and be completed by May 2027. Detailed to CEO in the Task Continuation Work Request.
- **3.7 Task Continuation Work Request.** Due to CEO within 30 calendar days after Tasks 3.1 - 3.6 are completed.

Task 4 Project Implementation

- **Task 4.1: Project Implementation and TDM System Deployment**

  This task is restricted until Grantee can submit a detailed budget justification related to the construction components outlining supplies and related construction materials. After CEO approves the Task Continuation Work Request, the Grantee will execute the physical and operational elements of the project as defined in the Implementation Action Plan, which involves four main components. A.) Targeted Safety and Americans with Disabilities Act (ADA) Improvements will be achieved by filling all gaps in existing sidewalks (500–1,000 linear feet), installing 3–5 curb extensions, and raising 4–8 crosswalks to ensure comprehensive ADA compliance. B.) For Mobility Hub Implementation, the Grantee will complete surface improvements (e.g., paving), install solar lighting and accessibility features, and deploy amenities, including long-term bike storage and an e-Bike sharing facility, to operationalize the Mobility Hub. C.) The Grantee will address Regulatory and Wayfinding Signage by designing and installing a townwide, consistently branded regulatory and comprehensive visitor wayfinding network. Finally, D.) the Grantee will undertake Multimodal Path Design and Construction to complete the design of and construct the full Multimodal Path and Hiker's Paths connections, including supporting infrastructure (drainage, lighting, snow-storage), linking the Mobility Hub to downtown, trailheads, and the waterfront.

- **Task 4.2 Performance Evaluation and Statewide Replication Model**

  The Grantee will finalize performance measurement and document the replicable model. The Grantee will conduct an Existing Conditions Analysis by deploying temporary automated traffic counters and parking monitors to collect multi-week peak-season data for refining baseline Vehicle Miles Traveled (VMTs) and idle-time estimates. Following this analysis, the Grantee will engage in Policy Development and Adoption by conducting expanded policy analysis and technical modeling to quantify the VMT and Greenhouse Gas (GHG) impacts of proposed policies, including Complete Streets, Transportation Demand Management (TDM), parking reform, and affordable housing. This begins with monitoring, performance evaluation, and dashboard, where the Grantee will repeat peak-season observations post-implementation to analyze changes in parking occupancy, queue duration, idling time, and peak-period vehicle activity. The Grantee will convert these findings to measured VMT and CO_2 reductions using EPA factors and develop a simple performance dashboard to track seasonal results. Following this, the Grantee will create the Gateway Community Toolkit (Statewide Demonstration) by preparing a concise and comprehensive toolkit that documents the adopted policies, model ordinance language, implementation costs and timelines, measured VMT and GHG outcomes, and operational guidance. This toolkit will be prepared for distribution through CEO and CDOT to support policy replication in similar rural gateway communities.

- **Task 4.3 Public Engagement Plan for Implementation Activities**

  The Grantee, through its contractor, will conduct extensive public and stakeholder engagement through a dedicated plan and various consultation activities to gather input on potential impacts associated with implementation activities. Engagement activities may include stakeholder interviews, online surveys, focus groups, public meetings, workshops, pop-up events, interagency coordination meetings, and targeted outreach to underserved and disproportionately impacted populations.

The Grantee, through its contractor, will develop professionally and consistently branded engagement materials, facilitate participation opportunities, document feedback received throughout the process, and incorporate stakeholder input into project recommendations, planning documents, and implementation strategies. Public engagement efforts will be designed to ensure transparent communication, equitable participation, and meaningful collaboration among residents, businesses, community organizations, local governments, agency partners, and other interested stakeholders.

Summary of Task 4 Deliverables

- **4.1 Project Implementation and TDM System Deployment.** Estimated to begin in June 2027 and be completed by December 2028. Detailed to CEO in monthly progress reports.
- **4.2 Performance Evaluation and Statewide Replication Model.** Estimated to begin in June 2027 and be completed by the end of June 2029. Detailed to CEO in monthly progress reports.
- **4.3 Public Engagement Plan for Implementation Activities.** Estimated to begin in June 2027 and be completed by the end of June 2029. Detailed to CEO in monthly progress reports.

Section 3: Project Schedule

Task Number	Summary of Deliverables	Key Dates
1.1	Kickoff Meeting	Within 12 business days of the Grant Agreement Effective Date.
1.2	Monthly Meetings	Monthly after the kickoff meeting.
1.3	Monthly Reports	Due by the 15th calendar day of the following month.

Task Number	Summary of Deliverables	Key Dates
1.4	Annual Report	Due annually on September 15.
1.5	Final Project Report	Due within 45 calendar days of the Grant Agreement expiration date.
2.1	SAP Submission	Due within 30 calendar days of request by CEO PM.
2.2	Annual SAP Review	Due annually on September 15.
2.3	Ongoing SAP QA Monitoring	Ongoing. Detailed to CEO in monthly progress reports (or in a SAP update as needed).
2.4	QAPP and Crosswalk Submission (if a QAPP is required)	Due date to be determined by CEO Quality Assurance Manager.
2.5	Annual QAPP Review (if a QAPP is required)	Due annually to CEO at least 90 calendar days prior to the anniversary of the EPA QAPP approval date.
2.6	Ongoing QAPP QA Monitoring (if a QAPP is required)	Ongoing. Detailed to CEO in monthly progress reports.
3.1	Policy Milestones, Adoption, and Comprehensive Implementation Planning	Estimated to begin in September 2026 and be completed by the end of May 2027. Detailed to CEO in the Task Continuation Work Request.
3.2	Task Continuation Work Request	Due within 30 calendar days after Task 3.1 is completed.
3.3	Existing Conditions Analysis	Estimated to begin September 2026
3.4	Implementation Toolkit, Design Standards, and Draft Policy Refinement	Estimated to begin January 2027 and be completed by March 2027.
3.5	Legal Review, Interagency Coordination, and Final Policy Refinement	Estimated to begin March 2027 and be completed by May 2027.
3.6	Formal Adoption of Policy Framework	Estimated to begin April 2027 and be completed by May 2027.
3.7	Task Continuation Work Request	Due to CEO within 30 calendar days after Tasks 3.1- 3.7 are completed.
4.1	Project Implementation Action Plan and TDM System Deployment	Estimated to begin in June 2027 and be completed by the end of December 2028. Detailed to CEO in monthly progress reports.
4.2	Performance Evaluation and Statewide Replication Model	Estimated to begin in June 2027 and be completed by the end of June 2029. Detailed to CEO in monthly progress reports.

Task Number	Summary of Deliverables	Key Dates
4.3	Public Engagement Plan	Estimated to begin in June 2027 and be completed by the end of June 2029. Detailed to CEO in monthly progress reports.

Section 4: Acceptance Criteria

The Grantee shall submit all final deliverables to CEO by the dates established in this Statement of Work tasks above to CEO's Program Manager, who shall determine whether deliverables meet the Task requirements in this Statement of Work and approve them. If needed, deliverables will be returned to the Grantee for modification before they are considered complete and reimbursement is made. CEO anticipates that prior to submission, all deliverables shall go through an internal review process and as such, shall reflect the requirements of this Statement of Work.

If project circumstances require modifications of the timelines within this SOW (prior to grant agreement expiration), the CEO may modify the respective Task deadlines (except for the grant agreement effective date and grant agreement expiration date and fund expenditure end date) provided any such modifications are appropriately justified and mutually agreed upon in writing (i.e. email) by both the CEO and the Grantee.

Section 5: Compliance Reporting

The Grantee is responsible for adhering to all Federal Terms and Conditions referenced in the Overview of EPA and CEO Compliance Requirements section on page 1. If the Grantee's project prompts federal requirements such as compliance with Davis-Bacon and Related Acts (DBRA), Build America, Buy America (BABA) as required by CEO, the Grantee will be required to provide related documentation to CEO to demonstrate compliance. Exhibit C - Compliance Reporting outlines a detailed breakdown of any applicable reporting requirements that must be met prior to reimbursement.

Section 6: Budget

CEO has reviewed and approved the budget in Exhibit B - Budget Information for this Agreement. The maximum amount payable under this Agreement to the Grantee by CEO shall be $2,135,000.00, as determined by the State from available funds. To make any changes to the approved budget, the Grantee shall follow the below processes and detail any requested changes in the monthly report. Note that Grant Agreement amendments cannot increase the total maximum amount of the Agreement unless otherwise approved by CEO, and CEO reserves the right not to approve budget change requests.

Budget Changes Requiring CEO Approval

The following actions require written approval (i.e. email) from CEO and may also require a formal Grant Agreement amendment:

- Reallocating more than 10% of the total award value between cost categories.
- Reallocating any dollar amount of funds from Participant Support Costs to any other Cost Category or between Construction and any other Cost Category.
- Any changes to indirect rates or total indirect amounts. Grantee must use an approved NICRA, and all calculations remain subject to CEO approval.
- Any modification to the quantity or specifications of equipment purchases. While items listed in Exhibit B - Budget Information are pre-approved by CEO, any changes require CEO written approval.

Budget Changes Requiring CEO Notification

- Reallocating less than 10% of the total award value between cost categories excluding Participant Support Costs, Construction, and Indirect Costs.

Table 2

Cost Category	Budget
Personnel/Fringe	$0.00
Travel	$0.00

Equipment	$0.00
Supplies/Other Direct	$0.00
Contracts/Subawards	$2,135,000.00
Construction	$0.00
Participant Support Costs	$0.00
Indirect	$0.00
Total	**$2,135,000.00**

Section 7: Payment

Payments shall be made in accordance with the provisions set forth in the Grant Agreement. The State shall pay the Grantee the reasonable, allocable, and allowable costs for work performed based on satisfactory progress of the work defined in this Grant Agreement.

The Grantee shall be reimbursed based on time and materials as outlined in the tasks and deliverables stated above and in Exhibit B - Budget Information.

The Grantee must provide supporting documents for each reimbursement request prior to the disbursement of any funds. Acceptable supporting documents may include invoices, copies of contracts, Vendor quotes/receipts, time and effort reports, and other expenditure explanations that justify the reimbursement requests. CEO may request additional information from the Grantee to support the payment requests prior to release of funds, as deemed necessary.

The Grantee shall be compensated only for work and services performed by the Grantee and accepted by the CEO pursuant to the terms of this Agreement. Payment shall also be contingent upon CEO's timely receipt and acceptance of required reports described above. The Grantee shall be reimbursed no more than once a month based on the submission of the Grantee's invoice and progress report.

The monthly progress report will provide detail of the work performed on each task or deliverable. The progress report should include a narrative that substantiates the work described on the invoice for each task/deliverable. The Grantee shall invoice by task on a time and materials basis for Tasks according to Exhibit B - Budget Information.

Section 8: Risk and Performance Monitoring

To comply with state and federal requirements, the CEO must monitor and mitigate risk through its Risk Program. The State reserves the right to change monitoring procedures and requirements at any time during the Agreement term, provided the process does not unduly interfere with the Grantee's performance.

CEO may request, collect, and validate any work products and invoice backup documentation (i.e. timesheets, receipts, contractor documentation, etc.)—including physically visiting project sites or public meetings—for auditing, checking performance, and mitigating risks.

CEO will develop its monitoring program to assign grantees risk level (lower or higher) based on factors such as fiscal security, fraud mitigation, technical support, and cybersecurity. Higher-risk grantees may be required to comply with additional steps, including attending extra meetings, submitting additional documentation, documenting risk mitigation measures, or attending training, as deemed appropriate by the CEO and EPA. CEO will monitor risk and provide technical assistance as needed to the Grantee in order to help mitigate risk.

Addendum 1, Artificial Intelligence Disclosure and Use Requirements

AI Disclosure: Grantee and any contractor or vendor funded under this grant agreement shall disclose in writing, prior to delivery of any deliverable, whether and how artificial intelligence tools, including generative AI, machine learning, or automated analysis systems, were used in creating or contributing to the deliverable. Disclosure shall include the specific AI tools or systems used and the nature of their contribution (e.g., research, drafting, analysis, editing).

Human Oversight Requirement: All deliverables shall be reviewed, verified, and approved by qualified personnel with relevant subject matter expertise prior to submission. Grantee and any vendor or contractor funded under this grant agreement shall ensure that AI-generated or AI-assisted content is fact-checked for accuracy, reviewed for bias or errors, and validated against primary sources where applicable. The Grantee remains fully responsible for the quality, accuracy, and completeness of all deliverables regardless of AI use including for any vendor or contractor funded under this grant agreement.

Data Protection and Confidentiality: Grantee and any vendor or contractor funded under this grant agreement shall not input confidential state data, personally identifiable information (PII), or non-public information into any public or consumer-grade AI system. Any AI tools used must have appropriate enterprise-level data protections. State data shall not be used to train, fine-tune, or improve any AI model without prior written approval from the State.

Quality and Accuracy Standards: Deliverables must meet the acceptance criteria specified in the Statement of Work. AI-generated content must be clearly distinguishable from original research and analysis where appropriate. Reports shall cite primary sources and shall not rely solely on AI-generated summaries or conclusions for factual claims.

Requirements for Pass Through: Grantee shall use the language above in any solicitations and contracts or purchase orders to ensure that all contractors and vendors abide by these requirements. Grantee may modify the language as long as the intent of the language is maintained.

Exhibit C, Compliance Reporting Requirements

Competitive Procurement Documentation

Grantees are responsible for ensuring the flowdown of all federal compliance requirements to all contractors and subgrantees including competitive procurement standards. For any competitive procurement process a grantee executes, CEO will need to review the solicitation (e.g. RFP) prior to posting and final statement of work and budget prior to execution. This ensures the content aligns with the grantee's scope of work and budget with CEO, helps to achieve program goals, and meets federal requirements. If a Grantee chooses to pursue a non-competitive procurement process that is in line with 2 CFR 200 and the jurisdiction's own procurement policy, the Grantee must seek approval from CEO prior to contract execution and allow CEO to review the statement of work and budget.

Policy Language Review

All grantees are required to submit and receive CEO approval on the Task Continuation Work Request prior to expending Phase 2 funding. Whether or not policy adoption is part of Phase 1 or Phase 2, all grantees must share a draft of the policy language with CEO for review prior to presenting to an elected body for adoption, so that CEO can ensure the language aligns with the grantee's Statement of Work and Accelerator program goals.

Davis-Bacon and Related Acts (DBRA)

DBRA Davis-Bacon and Related Acts (DBRA) is a collection of labor standards provisions administered by the Department of Labor that are applicable to all Grants doing construction and maintenance activities. DBRA intends to ensure that all federal funds are being used to pay the prevailing wage of an area. These labor standards include:

a. Davis-Bacon Act, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts of $2,000 or more;

b. Copeland "Anti-Kickback" Act, which prohibits a contractor or subcontractor from inducing an employee into giving up any part of the compensation to which he or she is entitled; and

c. Contract Work Hours and Safety Standards Act, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of $100,000.

Grantee Responsibilities When Entering Into and Managing Construction & Maintenance Contracts

Commented [DH6]: Also note these requirements for any contracts under this grant that need to comply with federal bidding requirements.

a. For Solicitation and Contracts, Grantee must:

   i. Include the Correct Wage Determinations in Bid Solicitations and Contracts: Recipients are responsible for complying with the procedures provided in 29 CFR 1.6 when soliciting bids and awarding contracts.

   ii. Include DBRA Requirements in All Contracts: Include the following text on all contracts under this grant:

"By accepting this contract, the contractor acknowledges and agrees to the terms provided in the DBRA Requirements for Contractors and Subcontractors Under EPA Grants (https://www.epa.gov/grants/contract-provisions-davis-bacon-and-related-acts)."

b. After Award of Contract, Grantee must:

   i. Ensure contractor compliance with DBRA, as required by 29 CFR 5.6.

   ii. Submit weekly Certified Payroll Reports (CPRs) to CEO, including weeks where work is not performed. The wages for these workers must meet or exceed local wage determinations by county and job type, as identified on sam.gov, based on the wage determination lock-in date, which will be the same as the signing of this contract. Apprentices must have an official apprenticeship certification with clear indications of what percentage of the full journeyman wage determination the apprentice is entitled to, based on their current level. CEO must approve all CPRs pertaining to construction prior to reimbursing any construction or maintenance activities.

   iii. If needed, work with contractors to request additional wage rates under this grant, as provided in 29 CFR 5.5(a)(1)(iii).

   iv. Grantee and subcontractors must post the applicable wage determination Notice to Employees Working on Federal or Federally Assisted Construction Projects in a prominent and accessible place. This poster can be found here: (U.S. Department of Labor Publication WH-1321)

Equipment

Equipment is defined as "tangible personal property" having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes (see Capital assets at 2 CFR 200.1 Definitions), or the amount specified in Equipment at 2 CFR 200.1.

If equipment is purchased using grant funds, these conditions must be met by the Grantee for equipment use and management during the grant period:

a. Equipment must be used only for the purposes outlined in Exhibit A: Statement of Work during the period of performance or until the property is no longer needed for the purposes of the project.

b. The equipment and/or equipment components cannot be sold during the period of performance, unless otherwise approved by CEO.

c. All Equipment purchases must be approved by CEO in advance. All equipment detailed in Exhibit B - Budget have been approved by CEO. For any equipment not specified in Exhibit B - Budget, the Grantee shall request CEO's approval prior to purchasing. If the equipment specifications change from what is included in Exhibit B - Budget, the Grantee must also obtain CEO's approval.

d. The Grantee will assure the continued proper operation and maintenance of systems, equipment and devices funded under this agreement. Such practices shall be operated and maintained for the expected lifespan of the specific measure and in accordance with commonly accepted design standards and specifications.

Build America, Buy America (BABA)

BABA requires that all iron and steel, construction materials, and manufactured products used in federally-funded infrastructure projects are produced in the United States. CEO will not reimburse for any equipment or supplies costs until all BABA requirements are satisfied. CEO recommends obtaining a BABA certification from the vendor/manufacturer and sharing with CEO for approval prior to final purchase. If a grantee purchases anything that is not BABA compliant, CEO will not reimburse the grantee for that expense even if the equipment has been purchased. The Grantee must include the Build America, Buy America requirements in all contracts.

See EPA's BABA FAQ for additional information.

Participant Support Costs

Participant support costs include rebates, subsidies, stipends, or other payments to program beneficiaries. Program beneficiaries may be individual owner/operators or private or public fleet owners, however program beneficiaries cannot be employees, contractors or subrecipients of the Grantee. As approved in the Exhibit B - Budget, if a Grant has participant support costs, they need to enter a written agreement with each beneficiary. Such written agreement is also required if a subrecipient or contractor intends to issue participant support costs to a program beneficiary. The written agreement must:

a. Describe the activities that will be supported by rebates, stipends, subsidies or other payments;

b. Specify the amount of the rebate, subsidy, stipend, or other payment;

c. Identify which party will have title to equipment (if any) purchased with a rebate or subsidy or other payment;

d. Specify any reporting required by the program beneficiary and the length of time for such reporting;

e. Establish source documentation requirements (e.g., invoices) for accounting records; and

f. Describe purchasing controls to ensure that the amount of the participant support cost is determined in a commercially reasonable manner as required by 2 CFR 200.404.

To be reimbursed for Participant Support Cost, the Grantee must submit (1) proof of purchase from beneficiary (i.e., receipt) and (2) Documentation that beneficiary met eligibility requirements as established by Grantee.

See EPA's Guidance on Participant Support Costs for additional information.

Use of Logos

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must not be prominently displayed to imply that any of the Grantee's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the Colorado Energy Office received financial support from the EPA under an Assistance Agreement. More information is available at: https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy.

Other Resources:

Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements

Information on Requirements that Pass-Through Entities must "Flow Down" to Subrecipients

Exhibit D, Federal Provisions

1. Applicability of Provisions.

1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. Definitions.

2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below. For a full list of definitions (as of October 1, 2024) under the Uniform Guidance, see 2 CFR 200.1.

2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

2.1.2. "Entity" means:

2.1.2.1. a non-federal entity;

2.1.2.2. a non-profit organization or for profit organization;

2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.

2.1.4. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

2.1.5. "Grant" means the Grant to which these Federal Provisions are attached.

2.1.6. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached. Grantee also means Subrecipient.

2.1.7. “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

2.1.8. “Nonprofit Organization” organization, that:

2.1.8.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

2.1.8.2. Is not organized primarily for profit; and

2.1.8.3. Uses net proceeds to maintain, improve, or expand the organization’s operations; and

2.1.8.4. Is not an IHE.

2.1.9. “OMB” means the Executive Office of the President, Office of Management and Budget.

2.1.10. “Pass-through Entity” means a recipient or subrecipient that provides a Subaward to a Subrecipient (including lower tier subrecipients) to carry out part of a Federal program. The authority of the pass-through entity under this part flows through the Subaward agreements between the pass-through entity and subrecipient.

2.1.11. “Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.

2.1.12. “Subaward” means an award provided by a pass-through entity to a Subrecipient to contribute to the goals and objectives of the project by carrying out part of a Federal award received by the pass-through entity. The term does not include payments to a contractor, beneficiary or participant.

2.1.13. “Subrecipient” means an entity that receives a subaward from a pass-through entity to carry out part of a Federal award. The term subrecipient does not include a beneficiary or participant. A subrecipient may also be a recipient of other Federal awards directly from a Federal agency. Subrecipient also means Grantee.

2.1.14. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov.

2.1.15. "Total Compensation" means the cash and noncash dollar value an Executive earns during the entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

2.1.16. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

2.1.17. "Unique Entity ID" (UEI) is the universal identifier for federal financial assistance applicants, as well as recipients and their direct subrecipients (first tier subrecipients).

2.1.18. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

3. Compliance.

3.1. Subrecipient shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. System for Award Management (SAM) and Unique Entity ID Requirements.

4.1. SAM. Subrecipient must obtain a UEI but are not required to fully register in Sam.gov. Subrecipient shall maintain the currency of its information in SAM until the Subrecipient submits the final financial report required under the Award or receives final payment, whichever is later. Subrecipient shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

4.2. Unique Entity ID. Subrecipient shall provide its Unique Entity ID to its Recipient, and shall update Subrecipient's information at http://www.sam.gov at least annually after the initial registration, and more frequently if required by changes in Subrecipient's information.

5. Total Compensation.

5.1. Subrecipient shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is $30,000 or more; and

5.1.2. In the preceding fiscal year, Subrecipient received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. Reporting.

6.1. Pursuant to the Transparency Act, Subrecipient shall report data elements to SAM and to the Recipient as required in this Exhibit. No direct payment shall be made to Subrecipient for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Subrecipient's obligations under this Grant.

7. Effective Date and Dollar Threshold for Reporting.

7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements.

7.2. The procurement standards in §9 below are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. Subrecipient Reporting Requirements.

8.1. Subrecipient shall report as set forth below.

8.1.1. To Recipient. A Subrecipient shall report the following data elements for each Federal Award Identification Number (FAIN) assigned by a Federal agency to a Recipient no later than the end of the month following the month in which the Subaward was made:

8.1.1.1. Subrecipient Unique Entity ID;

8.1.1.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;

8.1.1.3. Subrecipient parent's organization Unique Entity ID;

8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §5 above are met; and Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §5 above met.

8.1.1.6. The Recipient is required to submit this information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at http://www.fsrs.gov.

9. Procurement Standards.

9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9.4. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never contract with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed $50,000 during the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

9.5. Prohibition on certain telecommunications and video surveillance equipment or services (2 CFR 200.216). Subrecipient is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

10. Access to Records.

10.1. A Subrecipient shall permit Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Modification to period of performance), 2 CFR 200.337 (Access to Records) and Subpart F-Audit Requirements of the Uniform Guidance.

10.2. A Subrecipient must collect, transmit, and store information related to this Subaward in open and machine-readable formats (2 CFR 200.336).

11. Single Audit Requirements.

11.1. If a Subrecipient expends $1,000,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2. Exemption. If a Subrecipient expends less than $1,000,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. Required Provisions for Subrecipient with Subcontractors.

12.1. In addition to other provisions required by the Federal Awarding Agency or the Recipient, Subrecipients shall include all of the following applicable provisions;

12.1.1. For agreements with Subrecipients – Include the terms in the Grant Federal Provisions Exhibit (this exhibit)

12.1.2. For agreements with Subcontractors – Include the terms in the Agreement Federal Provisions Exhibit.

13. Certifications.

13.1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.415. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. Exemptions.

14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

14.2. A Subrecipient with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. Event of Default and Termination.

15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

15.2.2. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

15.2.3. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated.

However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

15.2.4. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award

16. Additional Federal Requirements.

16.1. Whistle Blower Protections

16.1.1. An employee of a subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

TOWN OF GRAND LAKE
MEMORANDUM

TO: Town of Grand Lake Board of Trustees **FROM:** Steve Kudron, Town Manager **MEETING DATE:** 9/14/2026

RE: Approval of contract with B2 Excavating

Mayor & Trustees

The Town of Grand Lake and the Three Lakes Watershed Association cooperatively and together was awarded a grant from the Windy Gap Environmental Fund to perform a two-phase project -- one of physical improvements to the stormwater system and two, the installation of structures in the Little Columbine Creek to reduce intrusions into Shadow Mountain Lake and Grand Lake.

After a competitive bid process, the Board of Trustees selected B2 Excavation for the phase 1 portion of the project. Attached is the Contract for your review and approval.

SUGGESTED MOTION

I MOVE TO APPROVE THE CONTRACT WITH B2 EXCAVATION FOR THE STORMWATER PLAN PHASE 1 SERVICES.

Or

I MOVE TO DENY THE CONTRACT WITH B2 EXCAVATION FOR THE STORMWATER PLAN PHASE 1 SERVICES FOR THE FOLLOWING REASONS:

Project: GRAND LAKE STORMWATER PLAN

Project No.: 2026001054

Contractor: B2 Excavating, LLC

Contract Price: $___$527,982_____________

Contract Time: __________________

CONSTRUCTION CONTRACT

TOWN OF GRAND LAKE, COLORADO

FOR CONSTRUCTION OF PUBLIC WORKS

THIS AGREEMENT ("Agreement") is dated as of the ____ day of ____________, 2026, by and between the **Town of Grand Lake, Colorado**, a Colorado municipal corporation (hereinafter called "TOWN"), and **B2 Excavating, LLC**, whose address is 14319 Longs Peak Ct., Mead, CO 80504 (hereinafter called "CONTRACTOR"). CONTRACTOR agrees to work for TOWN as an independent contractor on the terms and conditions contained in this Agreement.

TOWN and CONTRACTOR, in consideration of the mutual covenants set forth below, agree as follows:

ARTICLE 1
WORK

1.1. "Project": The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

GRAND LAKE STORMWATER PLAN

1.2. "Work": CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work generally includes stormwater improvements shown in the Bid Set, including the applicable riprap swale, bioretention, drainage, earthwork, erosion control, traffic control, restoration, piping, riprap, seeding, compost, planting, and related work included in the awarded scope.

1.3. "Site": The Site location or locations in Grand Lake, Colorado are identified in the Contract Documents and construction drawings for Project No. 2026001054.

ARTICLE 2
DESIGN PROFESSIONAL

This Project has been designed by **WaterVation**, 130 W. Sackett Ave., Unit A, Salida, CO 81201, who is hereinafter called DESIGN PROFESSIONAL and who shall act as TOWN's representative to the extent assigned in the Contract Documents.

ARTICLE 3
CONTRACT TIMES

3.1. The Work will be substantially completed within ___ _____ **calendar days** after the date when the Contract Times commence to run, and completed and ready for final payment within _____ **calendar days**, unless otherwise stated in the Notice to Proceed or Contract Documents.

ARTICLE 4
CONTRACT PRICE

TOWN shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the accepted Contractor's Bid or Proposal, attached as Exhibit A:

Contract Price: $___527,982__________________________

4.1. Payment is subject to lawful appropriation and all requirements applicable to the TOWN.

ARTICLE 5
PAYMENT PROCEDURES

5.1. Progress Payments; Retainage. CONTRACTOR shall submit Applications for Payment in accordance with the Contract Documents. Applications for Payment will be reviewed by DESIGN PROFESSIONAL and processed by TOWN. Progress payments shall be based on the approved schedule of values or unit-price quantities, as applicable.

5.1.1. Unless the final Contract Documents provide otherwise, progress payments prior to final completion will be made in an amount equal to **95% of Work completed**, less prior payments and amounts properly withheld, with the balance retained until completion and final acceptance.

5.1.2. Materials and equipment not incorporated into the Work may be included in payment only when delivered, suitably stored, protected, and supported by documentation satisfactory to TOWN and DESIGN PROFESSIONAL.

5.1.3. CONTRACTOR shall timely pay Subcontractors and Suppliers from amounts received for their work in accordance with applicable Colorado law and the Contract Documents.

5.2. Final Payment. Upon final completion and acceptance of the Work, TOWN shall pay the remainder of the Contract Price, less any lawful offsets or withholdings, after satisfaction of the final-payment requirements in the Contract Documents.

5.3. Public Work / Claims. CONTRACTOR acknowledges that public works payment and claim requirements are governed by applicable Colorado statutes, including C.R.S. Title 38, Article 26 and C.R.S. § 24-91-103, as applicable.

ARTICLE 6
INTEREST

6.1. Interest on amounts not timely paid shall be governed by the Contract Documents and applicable Colorado law.

6.2. CONTRACTOR shall make timely payments to Subcontractors as required by C.R.S. § 24-91-103 and other applicable law.

ARTICLE 7
CONTRACTOR'S REPRESENTATIONS

7.1. CONTRACTOR has examined and carefully studied the Contract Documents, including addenda, bidding documents, drawings, specifications, and available technical data applicable to the awarded Work.

7.2. CONTRACTOR has visited the Site and is familiar with the general, local, and Site conditions that may affect cost, progress, performance, or furnishing of the Work.

7.3. CONTRACTOR is familiar with applicable federal, state, county, and local laws and regulations that may affect the Work.

7.4. CONTRACTOR has reviewed the reports, drawings, subsurface information, utility information, and other data made available for the Project and acknowledges the limitations stated in those materials.

7.5. CONTRACTOR is aware of the general nature of work to be performed by TOWN, utilities, property owners, and others at or near the Site that may relate to the Work.

7.6. CONTRACTOR has correlated information known to CONTRACTOR, observations obtained from Site visits, and the Contract Documents.

7.7. CONTRACTOR shall promptly provide written notice of conflicts, errors, ambiguities, or discrepancies discovered in the Contract Documents and shall not proceed with affected Work until direction is received when clarification is reasonably required.

ARTICLE 8
CONTRACT DOCUMENTS

The Contract Documents that comprise the agreement between TOWN and CONTRACTOR concerning the Work consist of the following, to the extent applicable to the awarded scope:

8.1. This Agreement.

8.2. Accepted Contractor's Bid / Proposal and bid schedule, attached as Exhibit A.

8.3. Grand Lake Stormwater Plan Bid Set, Project No. 2026001054.

8.4. Specifications, notes, details, and technical requirements included with the Bid Set.

8.5. Addenda issued for the Project and acknowledged by CONTRACTOR.

8.6. Performance, Payment, and other Bonds required by the final Contract Documents or applicable law.

8.7. Notice to Proceed.

8.8. Written Amendments, Change Orders, Work Change Directives, field orders, and other written modifications issued after the Effective Date.

8.9. Any other document expressly incorporated into this Agreement by written reference.

In the event of a conflict among Contract Documents, the order of precedence stated in the final procurement documents shall control. If no order of precedence is stated, this Agreement shall control over subsequently listed documents except for duly executed amendments and change orders.

ARTICLE 9
MISCELLANEOUS

9.1. Notices. Any formal notice required under this Agreement shall be in writing and delivered to the persons designated below, unless a party designates a replacement in writing.

TOWN	**CONTRACTOR**
Town of Grand Lake Address: _1026 Park Ave, Grand Lake, CO 80447 _ Attn: _ _Steve Kudron ____ Phone: 970-966-0067 Email: __Skudron@toglco.com______	B2 Excavating, LLC 14319 Longs Peak Ct. Mead, CO 80504 Attn: Adam Browning Phone: 303-913-2326 Email: adam@b2excavating.com
DESIGN PROFESSIONAL	
WaterVation 130 W. Sackett Ave., Unit A Salida, CO 81201 Attn: __Lucas Babbit_______ Phone: _720-273-9183__________ Email: Lucas.babbit@water-vation.com______	

9.2. Defined terms used in this Agreement have the meanings assigned in the Contract Documents.

9.3. Assignment. No assignment of rights or interests under the Contract Documents shall bind the other party without written consent, except as otherwise required by law.

9.4. No Third-Party Beneficiaries. This Agreement is between TOWN and CONTRACTOR. No other person or organization is intended to have enforcement rights under this Agreement except as expressly provided by law.

9.5. Successors and Assigns. TOWN and CONTRACTOR each bind themselves and their permitted successors and assigns to the covenants, agreements, and obligations contained in the Contract Documents.

9.6. Appropriation / TABOR. Nothing herein shall constitute a multiple-fiscal-year debt or financial obligation prohibited by Colorado Constitution Article X, Section 20. TOWN's payment obligations are subject to lawful appropriation to the extent required by law.

ARTICLE 9
MISCELLANEOUS (continued)

9.7. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado. Venue for any legal proceeding arising from this Agreement shall lie in **Grand County, Colorado**, unless applicable law requires otherwise.

9.8. Amendments. This Agreement may be amended, supplemented, or modified only by a written instrument authorized and signed by the parties, except for directives permitted by the Contract Documents.

9.9. Severability. If any provision of the Contract Documents is held void or unenforceable, the remaining provisions shall continue in effect to the fullest extent permitted by law.

9.10. Attorney Fees and Costs. Rights to attorney fees, legal expenses, and costs shall be determined by the Contract Documents and applicable law.

9.11. Waiver. Delay in enforcement or waiver of one default shall not constitute a waiver of any other term, obligation, default, or breach.

9.12. Compliance with Law. CONTRACTOR shall perform the Work in compliance with applicable federal, state, county, and Town laws, ordinances, rules, regulations, permits, and requirements, including applicable Colorado labor requirements.

9.13. Counterparts and Electronic Signatures. This Agreement may be executed in counterparts and by electronic signature. Each counterpart shall be deemed an original, and all counterparts together shall constitute one agreement.

9.14. Insurance and Bonds. CONTRACTOR shall maintain the insurance and furnish the bonds required by the final Contract Documents and applicable law before commencing Work.

9.15. Permits. CONTRACTOR shall obtain and maintain permits assigned to CONTRACTOR by the Contract Documents. TOWN shall provide or obtain owner-specific approvals assigned to TOWN.

9.16. Changes in the Work. Changes affecting Contract Price or Contract Time shall be documented in writing in accordance with the Contract Documents. CONTRACTOR shall not rely on oral authorization for extra compensation or additional time.

9.17. Safety. CONTRACTOR is responsible for construction means, methods, sequences, procedures, and jobsite safety for its operations and shall comply with applicable safety requirements.

9.18. Record Drawings / Closeout. CONTRACTOR shall maintain red-line or record information required by the Contract Documents and provide required closeout documentation as a condition of final payment.

EXHIBIT A-page 1 of 3
PROJECT AND COMMERCIAL INFORMATION

B2 Excavating, Adam Browning, 303-913-2326, Adam@B2Excavating.com

WATERVATION

OPINION OF PROBABLE CONSTRUCTION COST
GRAND LAKE STORMWATER PLAN
WORK AREA: RIPRAP SWALE

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	SUM
	MOBILIZATION	LS	1		$24,166
	CONSTRUCTION SURVEYING	LS	1		$4,200
	EROSION CONTROL	LS	1		$3,200
	WATER CONTROL AND DEWATERING	LS	1		$9,778
	RED-LINE DRAWINGS	LS	1		$1,200
	WORK ZONE TRAFFIC CONTROL	LS	1		$3,750
	SITE RESTORATION	LS	1		$1,150
	TEMPORARY IRRIGATION	LS	1		$1,640
	UTILITY POTHOLE & SURVEY	LS	1		$9,100
	CLEARING & GRUBBING	LS	1		$5,370
	EARTHWORK - EXPORT	CY	383	$48.66	$18,639
	TOPSOIL - IMPORT	CY	32	$216.03	$6,913
	NEDIA KOIRMAT 900 (OR APPROVED EQUAL)	SY	190	$20	$3,800
	REINFORCED CONCRETE PIPE (DIA.=12-INCH, CLASS II) COMPLETE-IN-PLACE	LF	73	$171.94	$12,552
	VOID-FILLED RIPRAP (TYPE H, 18-INCH)	CY	256	$251.69	$64,433
	STRUCTURAL BACKFILL (CLASS 2)	CY	11	$137.09	$1,508
	UPLAND SEED	AC	0.05	$15,000	$750
	COMPOST	CY	15	$200.13	$3,002
	MINOR CONTRACT REVISIONS	E	1	$ 10,000.00	$ 10,000.00
				TOTAL	$185,151

PROJECT AND COMMERCIAL INFORMATION

B2 Excavating, Adam Browning, 303-913-2326, Adam@B2Excavating.com

OPINION OF PROBABLE CONSTRUCTION COST
GRAND LAKE STORMWATER PLAN
WORK AREA: BIORETENTION B-1

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	SUM
	MOBILIZATION	LS	1		
	CONSTRUCTION SURVEYING	LS	1		$4,100
	EROSION CONTROL	LS	1		$1,280
	WATER CONTROL AND DEWATERING	LS	1		$9,778
	RED-LINE DRAWINGS	LS	1		
	WORK ZONE TRAFFIC CONTROL	LS	1		$2,500
	SITE RESTORATION	LS	1		$1,040 $24,166
	TEMPORARY IRRIGATION	LS	1		$1,640
	UTILITY POTHOLE & SURVEY	LS	1		$9,100
	CLEARING & GRUBBING	LS	1		$2,200
	EARTHWORK - EXPORT	CY	263	$55.81	$14,679 $1,200
	TOPSOIL - IMPORT	CY	40	$193.22	$7,729
	NEDIA S300B (OR APPROVED EQUAL)	SY	110	$20	$2,200
	VOID-FILLED RIPRAP (TYPE L, 9-INCH)	CY	3	$569	$1,707
	BIORETENTION GROWING MEDIA	CY	120	$146.74	$17,609
	BIORETENTION PLANTINGS (2 FT O.C.)	EA	685	$10	$6,850
	RIPARIAN SEED	AC	0.03	$7500	$225
	UPLAND SEED	AC	0.02	$15,000	$300
	COMPOST	CY	15	$200.13	$3,002
	MINOR CONTRACT REVISIONS	E	1	$ 10,000.00	$ 10,000.00
				TOTAL	$121,305

EXHIBIT A page 3 of 3
PROJECT AND COMMERCIAL INFORMATION

B2 Excavating, Adam Browning, 303-913-2326, Adam@B2Excavating.com

WATERVATION

OPINION OF PROBABLE CONSTRUCTION COST
GRAND LAKE STORMWATER PLAN
WORK AREA: BIORETENTION B-3

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	SUM
	MOBILIZATION	LS	1		
	CONSTRUCTION SURVEYING	LS	1		$4,100
	EROSION CONTROL	LS	1		$3,600
	WATER CONTROL AND DEWATERING	LS	1		$9,778
	RED-LINE DRAWINGS	LS	1		
	WORK ZONE TRAFFIC CONTROL	LS	1		$24,166 $2,500
	SITE RESTORATION	LS	1		$1,040
	TEMPORARY IRRIGATION	LS	1		$1,640
	UTILITY POTHOLE & SURVEY	LS	1		$9,100
	CLEARING & GRUBBING	LS	1		$1,200 $3,500
	EARTHWORK - EXPORT	CY	740	$55.16	$40,820
	TOPSOIL - IMPORT	CY	65	$207.41	$13,482
	NEDIA S300B (OR APPROVED EQUAL)	SY	393	$20	$7,860
	REINFORCED CONCRETE PIPE (DIA.=12-INCH, CLASS II) COMPLETE-IN-PLACE	LF	71	$170	$12,071
	EXTEND EXISTING CMP CULVERT (DIA.=18-INCH)	LF	2	$770	$1,540
	VOID-FILLED RIPRAP (TYPE L, 9-INCH)	CY	3	$495.66	$1,487
	STRUCTURAL BACKFILL (CLASS 2)	CY	8	$115.62	$925
	BIORETENTION GROWING MEDIA	CY	295	$132.76	$39,165
	BIORETENTION PLANTINGS	EA	1,696	$10	$16,960
	RIPARIAN SEED	AC	0.06	$7,500	$450
	UPLAND SEED	AC	0.03	$15,000	$450
	COMPOST	CY	27	$207.85	$5,612
	MINOR CONTRACT REVISIONS	E	1	$ 20,000.00	$ 20,000.00
				TOTAL	$221,526

5/15/2026

SIGNATURE PAGE

IN WITNESS WHEREOF, TOWN and CONTRACTOR have executed this Agreement to be effective as of __________________________, 2026.

FOR THE TOWN OF GRAND LAKE, COLORADO:

____

Town Manager, Steve Kudron

Date: ______________________________

Contractor

B2 Excavating, LLC

By: __________________________________

Printed Name: Adam Browning

Title: Owner / Authorized Representative

Date: _________________________________