BOT MEETING
TOWN HALL, 0 JASPER AVE, GRANBY, CO
TUESDAY, DECEMBER 9, 2025
5:30 PM WORKSHOP
6:00 PM BOT MEETING
GEGID MEETING TO FOLLOW

Town of Granby Board of Trustees invites you to a scheduled Zoom Meeting:
https://zoom.us/j/98095341091?pwd=PKogAO6uXbgONTuLaPxemI47UPCT79.1

If a scheduled public hearing is a quasi-judicial hearing, no comments will be taken by Zoom. You may listen to the hearing -- but no participation will be allowed using Zoom for any quasi-judicial public hearing. You may attend the meeting in person to participate.

DINNER TO BE SERVED TO THE BOARD
4:30 PM

BOARD OF TRUSTEES
TOWN OF GRANBY
December 9, 2025
AGENDA

BOARD OF TRUSTEES WORKSHOP MEETING

MAYOR HARDY TO CALL THE BOARD OF TRUSTEES WORKSHOP MEETING TO ORDER AT THE TOWN HALL, ZERO JASPER AVENUE
(Any Board member with any potential conflicts of interest regarding any of the agenda matters will declare them at this time.)

TRAFFIC CONTROL WORKSHOP / TOWN MANAGER
5:30 PM

MAYOR HARDY TO CALL THE REGULAR MEETING OF THE TOWN OF GRANBY BOARD OF TRUSTEES TO ORDER AT THE TOWN HALL, ZERO JASPER AVENUE
(Any Board member with any potential conflicts of interest regarding any of the agenda matters will declare them at this time.)

UNSCHEDULED PUBLIC COMMENTS - COMMENTS ARE LIMITED TO 3 MINUTES
This time is reserved for members of the public to make a presentation to the Board on items or issues that are not scheduled on the agenda. The Board will not discuss/debate these items, nor will the Board make any decisions on items presented during this time, rather, the Board will refer the items to staff for follow-up.

REGULAR AGENDA ITEMS

1. PUBLIC HEARING FOR THE FOLLOWING:
   ORDINANCE NO. 1031 - AN ORDINANCE ADOPTING BY REFERENCE THE 2024 INTERNATIONAL PROPERTY MAINTENANCE CODE / TOWN ATTORNEY
   6:00 PM

2. PUBLIC HEARING FOR THE FOLLOWING:
   RESOLUTION 2025-12-09A - A RESOLUTION APPROVING AN EXTENSION OF A CONDITIONAL USE PERMIT FOR A GRAVEL EXTRACTION, SUBJECT TO CONDITIONS (RECLAMATION RIDGE, LLC)

   OR

   RESOLUTION 2025-12-09A - A RESOLUTION DENYING AN EXTENSION OF A CONDITIONAL USE PERMIT FOR A GRAVEL EXTRACTION (RECLAMATION RIDGE, LLC) / TOWN MANAGER
   6:30 PM

3. **NUCHE VILLAGE UPDATE / TOWN MANAGER**
   7:00 PM

4. **ORDINANCE NO. 1032 - AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN TOWN PROPERTIES FOR ATTAINABLE HOUSING AND DECLARING AN EMERGENCY / TOWN ATTORNEY**
   7:15 PM

5. **NUCHE VILLAGE DECLARATION OF COVENANTS / TOWN MANAGER**
   7:20 PM

6. **RENEWAL OF PERMISSION FOR LAND USE AGREEMENT WITH GRAND COUNTY CSU EXTENSION - GRAND COMMUNITY GARDENS / TOWN CLERK**
   7:30 PM

7. **RESOLUTION 2025-12-09B - A RESOLUTION APPROVING THE LEASE OF TOWN PROPERTY TO 2ND STAR COUNSELING, LLC AND KATHRYN RALEY / TOWN CLERK**
   7:35 PM

8. **RESOLUTION 2025-12-09C - A RESOLUTION APPROVING THE LEASE OF TOWN PROPERTY TO A LISTENING EAR COUNSELING, LLC AND LISA MARIE ANSELL / TOWN CLERK**
   7:40 PM

9. **ORDINANCE NO. 1033 - AN ORDINANCE ADDING SECTION 16.125.190 TO THE GRANBY MUNICIPAL CODE TO PROHIBIT NONFUNCTIONAL TURF, NONFUNCTIONAL ARTIFICIAL TURF, AND INVASIVE PLANT SPECIES IN APPLICABLE DEVELOPMENT PROJECTS IN CONFORMANCE WITH COLORADO SENATE BILL 24-005 AND COLORADO HOUSE BILL 25-1113 / TOWN ATTORNEY**
   7:45 PM

10. **IMPROVEMENTS AGREEMENT FOR RIVER CAMP SEWER MAIN EXTENSION PHASE 1 / TOWN ATTORNEY**
    7:55 PM

11. **SGM PHASE 2 NORTH SERVICE AREA WATER TREATMENT PLANT AGREEMENT / TOWN MANAGER**
    8:00 PM

12. **RESOLUTION 2025-12-09D - A RESOLUTION APPROPRIATING ADDITIONAL SUMS OF MONEY TO DEFRAY EXPENSES IN EXCESS OF AMOUNTS BUDGETED FOR THE TOWN OF GRANBY, COLORADO FOR THE 2025 BUDGET YEAR IN THE GENERAL FUND, SOUTH SERVICE AREA SEWER ENTERPRISE FUND, FLEET ENTERPRISE FUND, AND SHORT-TERM RENTAL FUND. / FINANCE DIRECTOR**
    8:15 PM

CONSENT AGENDA

(The items listed under "Consent Agenda" are a group of items to be acted on with a single motion and vote. This agenda is designed to expedite the handling of limited routine matters by the Board. The Board has received the information on these matters in their Board packets prior to the meeting. The Mayor will ask if any citizen wishes to have, any specific item discussed. A Board member may request that an item be removed from the Consent Agenda on behalf of a citizen or himself/herself and state when the item will be discussed in the meeting or tabled to another meeting. The removal of an item will require a second and a majority vote of the Board to be removed. Items on the consent agenda are then voted on by a single motion, second, and non-roll call vote).

ACCOUNTS PAYABLE - DECEMBER 9, 2025
MINUTES - NOVEMBER 18, 2025

CHAIR AND STAFF UPDATES

Administrative / Mayor Hardy, Mayor Pro-Tem Shaw, Trustee Quesada-
- Town Clerk
- Finance Director
Economic Development / Trustee Silva
Housing / Trustee Michalowski
Public Safety / Trustee Quesada
- Police Chief
Public Works / Trustee Mahoney

- Public Works Director
Recreation / Trustee Michalowski
- Recreation Director
Town Attorney's Update
Town Manager's Update
Mayor's Update

EXECUTIVE SESSION - "An executive session for a conference with the Town attorney for the purpose of receiving legal advice on specific legal questions pursuant to C.R.S. Section 24-6-402(4)(b) regarding the scope and procedure pertaining to certain executive sessions."

MEETING TO ADJOURN AND CONVENE AS THE GEGID

GRAND ELK GENERAL IMPROVEMENT DISTRICT MEETING

CHAIRMAN HARDY TO CALL THE GRAND ELK GENERAL IMPROVEMENT DISTRICT MEETING TO ORDER AT THE TOWN HALL, ZERO JASPER AVENUE
(Any Board member with any potential conflicts of interest regarding any of the agenda matters will declare them at this time.)

REGULAR AGENDA ITEMS

APPROVAL OF GEGID MINUTES FROM NOVEMBER 18, 2025

RESOLUTION G.E.G.I.D. 2025-12-09 - A RESOLUTION APPROPRIATING ADDITIONAL SUMS OF MONEY TO DEFRAY EXPENSES IN EXCESS OF AMOUNTS BUDGETED FOR THE GRAND ELK RANCH GENERAL IMPROVEMENT DISTRICT (G.I.D.) FOR THE 2025 BUDGET YEAR IN ITS OPERATIONS AND DEBT FUNDS./ FINANCE DIRECTOR

Any matter may be taken up at any time during the meeting EXCEPT DURING PUBLIC HEARINGS, WHICH ARE TIME SENSITIVE. Items on the agenda are approximate and intended as a guide for the Town Board. "Estimated Time" is subject to change, as is the order of the agenda except for PUBLIC HEARING TIMES AND ORDER. Anyone wishing to attend the meeting and needs special accommodations, please contact the Town Clerk prior to the meeting. For deadlines and information required to schedule an item on the agenda, please contact the Town Clerk, at 970-887-2501.

MEMO

To:	Mayor and Board of Trustees
From:	Ted Cherry, Town Manager
Date:	12/09/2025
Re:	TRAFFIC CONTROL WORKSHOP
Department	Town Manager
Time of Agenda Item	5:30 PM
Agenda Request No.	

Subject
TRAFFIC CONTROL WORKSHOP / TOWN MANAGER
5:30 PM

Summary
Based on the Board's previous direction, staff and SGM have moved forward with items concerning traffic control and parking-related items along the Hwy 40 corridor. At this time, the projects are presented to the Board and direction can be given to move forward with putting the projects out for bid or to halt the projects. Notes are below and SGM information is presented as attachments.

2nd & 3rd Parking Areas - 2nd is the parking ROW by the Blue Spruce and 3rd is the parking area between New Mountain Design/Brickhouse and Aesthetque. These areas are parking areas which were originally scheduled to have a mill and overlay done a few years ago. At that time, it was discovered the entire ROW did not have enough asphalt to allow for a proper mill to be done. It was discussed of moving forward with re-engineering and repaving the parking areas to allow for proper drainage, a thick enough layer of asphalt, and making the area more usable for parking and the businesses surrounding it and in the whole of the downtown core. The estimated cost is $565,500 including construction management.

Mesa/Agate Pedestrian Crossing - The high level of review of this crossing is a shorter crossing between the two sides of the street and incorporating a shorter crossing lane between east and west. This would include the incorporation of bulbous with a new gutter pan. Flashing intersection lights would be added to inform drivers of pedestrian activity. The plans are 90% complete. Estimated costs would be $398,500.

4th Street Signalization - This would be a for a full signalization at 4th street by moving the CDOT warrant from 6th Street to 4th Street. After design processes have happened a few items have changed since the last time the Board spoke about the potential project. The first is the revocable easement for Azteca should not be affected if the Board agrees that it wants to continue to allow the easement and not utilize the Azteca deck space for parking purposes. Second is the area of 6th street. CDOT is agreeable to not needing a triangle raised area at 6th street, but will require a median on the highway which would make for 6th to be a right in right out. The area would be restriped significantly after the median was added. CDOT is requesting one entrance be closed, but that will be something the owner of the property with the Sinclair would be contacted about. Estimated cost on the signalization work would be $1,110,000.

Ten Mile Drive - There is no update yet on the signalization at 10 Mile and Hwy 40. CDOT continues ask questions on the area as it does not meet their warrant analysis need yet.

Financial
None at this time.

Recommendation
Does the Board want to move forward and release bid packages for the three areas of Mesa/Hwy40, 4th/Hwy40, and the parking ROW areas. If the Board would like to move forward those would be released as soon as the final plans are completed.

Attachments

4th Street EOPC
SGM Traffic Memo
2nd & 3rd Parking Layout
2nd & 3rd EOPC
Mesa/Hwy40 Layout
Mesa/Hwy 40 EOPC
4th Signal Layout

ENGINEER'S OPINION OF PROBABLE COST (EOPC)

PROJECT: 4th and Agate Traffic Signal / 6th Street Diversion
SGM NO.: 8133J-40
DATE: 12/3/2025 **EOPC LEVEL:** 30%
PREPARED BY: SJ / DJC

TABULATED CONSTRUCTION ITEMS	ESTIMATED COST	% OF (a)
Removals and Resets	$ 44,000	5.2%
Earthwork (Excavation, Embankment)	$ -	0.0%
Erosion Control (BMPs, Topsoil)	$ 10,000	1.2%
Surfacing (Base Course, Pavement, Concrete)	$ 155,000	18.2%
Retaining Walls (CIP Concrete, Block Walls)	$ -	0.0%
Traffic Signal	$ 346,500	40.7%
Signing and Striping	$ 45,000	5.3%
Traffic Control during Construction	$ 75,000	8.8%
Lighting (Fixtures, Wiring)	$ -	0.0%
Utilities (Sanitary Sewer, Electric)	$ -	0.0%
Miscellaneous (Equipment, Potholing, Surveying)	$ 15,000	1.8%
Mobilization	$ 110,000	12.9%
Force Accounts (MCRs, Adjustments)	$ 50,000	5.9%
SUBTOTAL OF CONSTRUCTION ITEMS:	**$ 850,500**	**(a)**

OTHER PROJECT COSTS & ALLOWANCES	ESTIMATED COST	% OF (a)
Contingency	$ 170,000	20%
Construction Management (Inspection & Testing)	$ 85,000	10%
SUBTOTAL OF OTHER PROJECT COSTS:	**$ 255,000**	**(b)**

ENGINEER'S OPINION OF CONSTRUCTION COSTS: $1,110,000

NOTES:

1. Unit prices used in developing this EOPC were based on cost estimate data from recent CDOT Cost Data Book(s) compiled by the CDOT Engineering and Market Analyis Unit and SGM's database of similar projects.
2. Unit prices and total costs are based on Present Value dollars. Adjustments should be made for years beyond the present year if actual construction occurs in a future year.
3. This EOPC was prepared on the basis of SGM's experience and qualifications and represents SGM's judgment as a professional generally familiar with the industry. However, since SGM has no control over the cost of labor, materials, equipment, or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, SGM cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from SGM's EOPC.

MEMORANDUM

TO: Ted Cherry, Town of Granby

FROM: Dan Cokley, PE

DATE: 12/3/25

RE: **Project Updates**

- **2nd & 3rd Street Parking (100%)**
- **Mesa & Agate RRFB (90%)**
- **4th St Signal & 6th Street (30%)**

The purpose of this memorandum is to provide a status update on progress and construction budgets for the above referenced projects.

2nd & 3rd St (south) Parking Areas (100%)

The purpose of the project is to provide defined paved parking areas with drainage and water quality improvements to the existing areas used for parking on the south side of Agate Avenue. This project is ready for bid now.



Figure 1 – 2nd and 3rd Parking Areas

- ENGINEER'S OPINION OF CONSTRUCTION COSTS: $565,500 (includes $42,000 CM)

Mesa & Agate RRFB (90%)

The purpose of the project is to provide a signalized pedestrian crossing of Agate near the existing Mesa Street signed pedestrian crossing. SGM checked in with the Board this past summer with a Concept that included bulbouts and received direction to proceed with that design. The project has progressed to a 90% level and has incorporated a review by and integration of comments from CDOT through the Special Use Permit process. This project can be ready for Bid by mid-February or earlier.

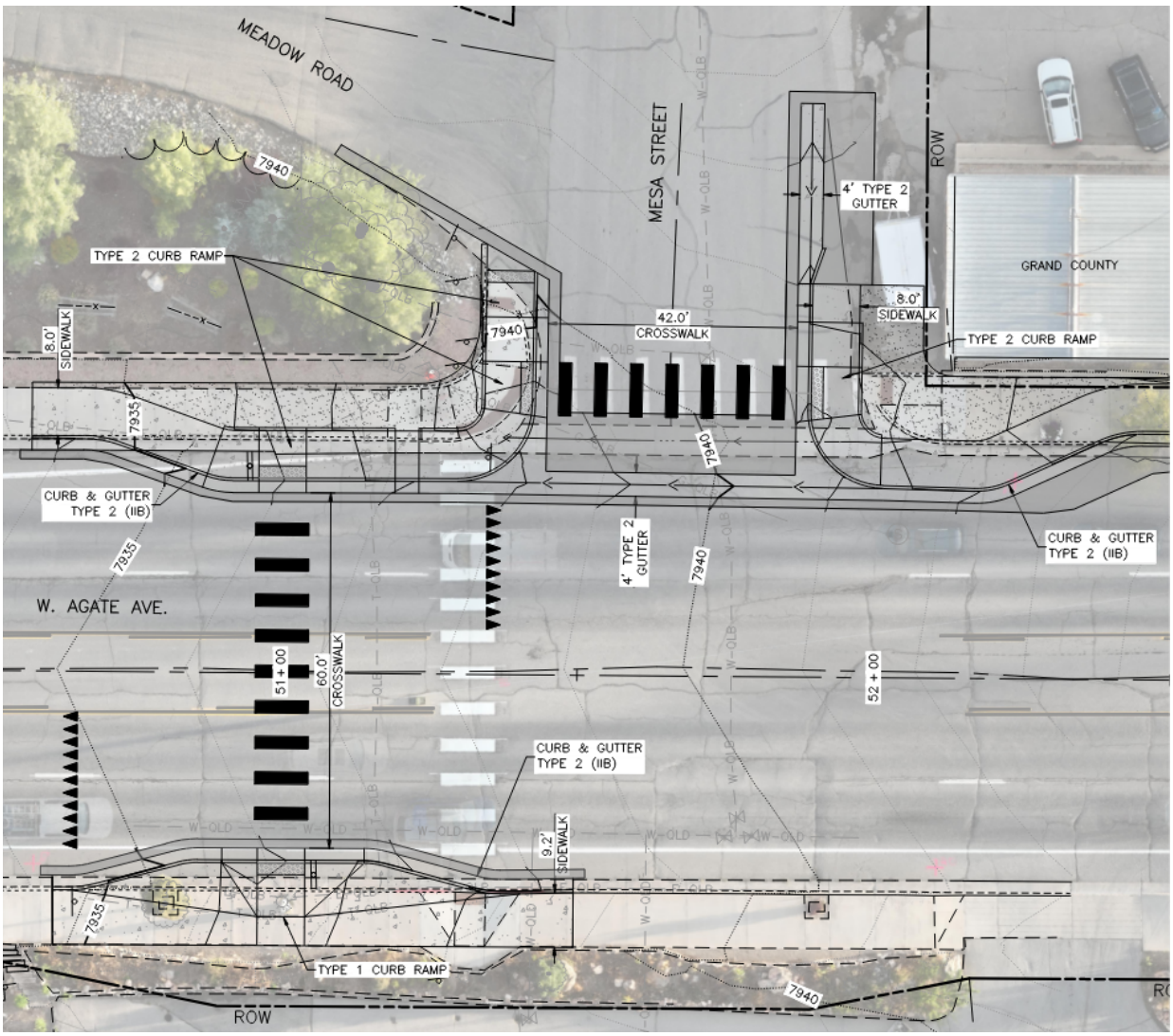


Figure 2 - Agate Ave and Mesa St

- ENGINEER'S OPINION OF CONSTRUCTION COSTS: $398,500 (includes $40,000 CM)

4th St Signal & 6th Street (30%)

The purpose of the project is to provide a new traffic signal at 4th Street and convert 6th Street to a right-in and right-out only. To restrict left turn movements a center median is required at 6th along Agate. Also, a WB right turn deceleration lane serving 6th is required which will include restriping of a portion of Agate to create that right turn lane. This solution (Agate center median) addresses the main concern heard at the previous Board meeting, that is the ability for WB right turning vehicles to access CR 60. That WB to EB movement will remain in its current configuration.

CDOT has provided the Town Access Permits for acceptance based upon these design parameters. In the offered permits, CDOT has also requested the east access to the Sinclair station to be closed. There is a formal CDOT process to be followed including notification of and acceptance by the access owner.

This project can be ready for Bid by mid-February, assuming we are able to navigate the CDOT Access Permit review process relatively smoothly, which should be the case since we have had significant coordination to date.

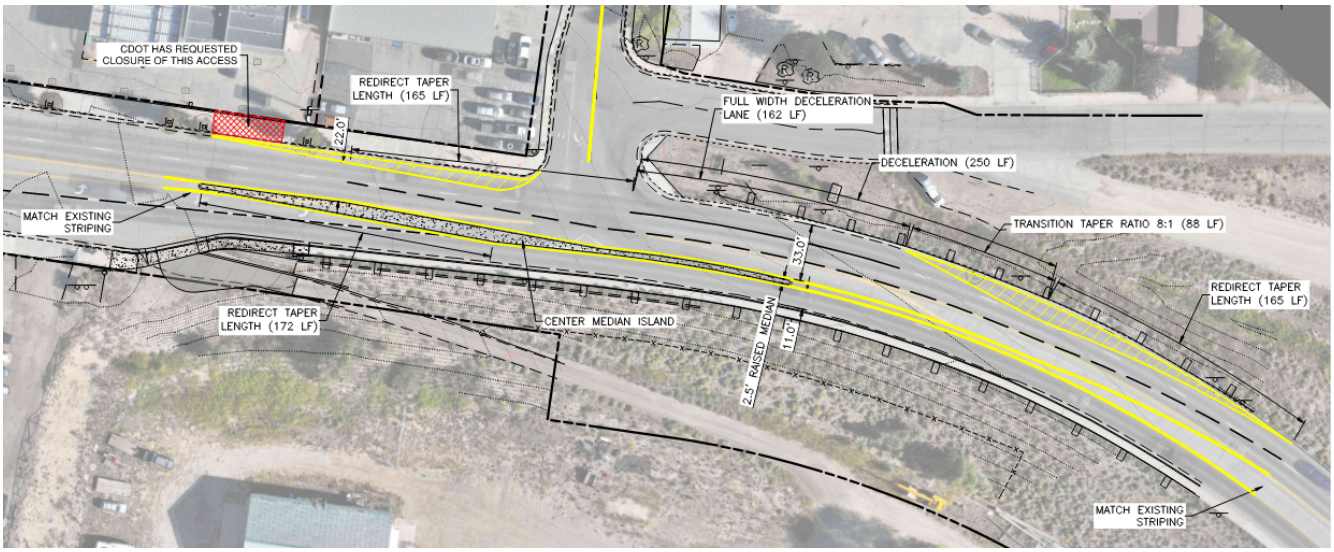


Figure 3 - Agate Ave and Mesa St

- ENGINEER'S OPINION OF CONSTRUCTION COSTS: $1,110,00 (includes $85,000 CM)

Attachments:

A. 2nd & 3rd St Parking Plan (100%)
B. Mesa and Agate RRFB Plan (90%)
C. 4th and 6th Plan (30%)

TOWN OF GRANBY

2ND & 3RD STREET PARKING LOTS



Vicinity Map

SGM
118 West Sixth Street, Suite 200
Glenwood Springs, CO 81601
970.945.1004
www.sgm-inc.com

Project Engineer

Michael W. Morrison, P.E. 65745

TOWN OF GRANBY

Ted Cherry
Zero Jasper Ave
Granby, CO 80466

Project Contacts

Michael Morrison (PM)	michaelm@sgm-inc.com	(970)384-9055
Dean Morrow (Town Of Granby)	dmorrow@townofgranby.com	(970)887-2501

BID SET
SEPTEMBER 2025

Sheet Index

1	Cover Sheet
2	Standard Plans List
3	Legend & Abbreviations
4	General Notes
5	Typical Sections & Details
6	Survey Control Diagram
7	Removal Plan
8	2nd Street Grading Plan
9	3rd Street Grading Plan
10	Signing & Striping Plan

For Review
09/05/2025 1:16:48 PM

COLORADO 811
KNOW WHAT'S BELOW. CALL BEFORE YOU DIG.
UNCC 1-800-922-1987

SGM
118 West Sixth Street, Suite 200
Glenwood Springs, CO 81601
970.945.1004
www.sgm-inc.com

TOWN OF GRANBY
2ND & 3RD STREET PARKING LOTS

Revision	Date	By:
1		
2		
3		

Project Milestone: PRELIMINARY NOT FOR CONSTRUCTION

Job No. 8133J-32
Drawn by: MWM
Print Date: 9/5/2025
QC: DJC | PE: MWM
File: 2nd&3rd-Admin

Title: COVER

Dwg No. 1
Of : 10

I:\1980\8133\J – General_32 – 2nd & 3rd Parking Lot\Yr–Dwgs\Civil\PS–SheetSet\2nd&3rd–Admin.dwg Plotted: 9/5/2025 8:58 AM By: Michael Morrison

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COLORADO
DEPARTMENT OF TRANSPORTATION

M&S STANDARDS PLANS LIST

July 31, 2019

Revised on April 25, 2025

ALL OF THE M&S STANDARD PLANS, AS SUPPLEMENTED AND REVISED, APPLY TO THIS PROJECT WHEN USED BY DESIGNATED PAY ITEM OR SUBSIDIARY ITEM.

THE M&S STANDARD PLANS USED TO DESIGN THIS PROJECT ARE INDICATED BY A MARKED BOX ■ AND WILL BE ATTACHED TO THE PLANS. ALL OTHER M&S STANDARD PLANS ARE STILL ELIGIBLE FOR USE IN CONSTRUCTION IF APPROVED BY AN APPROPRIATE CDOT ENGINEER.

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☐ S-614-42	CABINET FOUNDATION DETAIL (4 SHEETS) *(REVISED ON APRIL 4, 2024)*	241-244
☐ S-614-43	TRAFFIC LOOP AND MISCELLANEOUS SIGNAL DETAILS (7 SHEETS) *(REVISED ON APRIL 4, 2024)*	245-252
☐ S-614-44	PEDESTAL POLE SIGNALS (2 SHEETS)	253-254
☐ S-614-45	PEDESTRIAN PUSH BUTTON POST ASSEMBLY DETAILS (6 SHEETS) *(REVISED ON DECEMBER 3, 2020)*	
☐ S-614-50	STATIC SIGN MONOTUBE STRUCTURES (12 SHEETS)	255-266
☐ S-614-60	DYNAMIC SIGN MONOTUBE STRUCTURES (14 SHEETS)	267-280
☐ S-627-1	PAVEMENT MARKINGS (11 SHEETS) *(REV. DEC. 20, 2024)*	~~281-289~~
☐ S-630-1	TRAFFIC CONTROLS FOR HIGHWAY CONSTRUCTION (26 SHEETS) *(REVISED ON APRIL 30, 2024)*	~~290-313~~
☐ S-630-2	BARRICADES, DRUMS, CONCRETE BARRIERS (TEMP) AND VERTICAL PANELS	314
☐ S-630-3	FLASHING BEACON (PORTABLE) DETAILS	315
☐ S-630-4	STEEL SIGN SUPPORT (TEMPORARY) INSTALLATION DETAILS (2 SHEETS)	316-317
☐ S-630-5	PORTABLE RUMBLE STRIPS (TEMPORARY) (2 SHEETS)	318-319
☐ S-630-6	EMERGENCY PULL-OFF AREA (TEMPORARY)	320
☐ S-630-7	ROLLING ROADBLOCKS FOR TRAFFIC CONTROL (3 SHEETS)	321-323

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TOWN OF GRANBY
2ND & 3RD STREET PARKING LOTS

#	Revision	Date	By:
1			
2			
3			

Project Milestone: PRELIMINARY NOT FOR CONSTRUCTION

Job No.	8133J-32
Drawn by:	MWM
Print Date:	9/5/2025
QC: DJC PE:	MWM
File:	2nd&3rd-Admin

Title: STANDARD PLANS LIST

Dwg No. 2

Of : 10

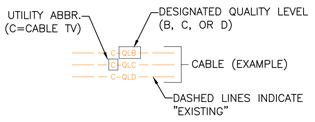
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LEGEND

LINETYPES

EXISTING	PROPOSED	DESCRIPTION
T — — OH — —	T — OH	OVERHEAD TELEPHONE LINE
— — T — — T — —	T	UNDERGROUND TELEPHONE LINE
— — G — — G — —	G	LOW PRESSURE GAS LINE
— — HPG — —	G — HP	HIGH PRESSURE GAS LINE
— — C — — C — —	C	UNDERGROUND CABLE TELEVISION LINE
— — C — — OH — —	C — OH	OVERHEAD CABLE TELEVISION LINE
— — E — — E — —	E	UNDERGROUND ELECTRICAL LINE
— — E — — OH — —	E — OH	OVERHEAD ELECTRICAL LINE
		STORM DRAIN LINE
— — W — — W — —	W	WATER LINE
— — WS — — WS — —	WS — WS	WATER SERVICE LINE
— — S — — S — —	S	SANITARY SEWER LINE
— — SS — — SS — —	SS — SS	SANITARY SEWER SERVICE LINE
— — FO — — FO — —	FO	FIBER OPTIC LINE
— — IRR — — IRR — —	IRR	IRRIGATION LINE
		DRAINAGE SWALE FLOWLINE
		BARBED–WIRE FENCE LINE
		CHAIN LINK FENCE
— SF — SF — SF —		SILT FENCE
		CULVERT & FES
		EDGE OF ASPHALT
		EDGE OF CONCRETE
		EDGE OF WATER
		CENTERLINE
		ROCK WALL
		CONTOURS
		RIGHT–OF–WAY
		VEGETATION
LDA — LDA		LIMITS OF DISTURBED AREA
		RAILROAD TRACKS
		TOP OF CUT
		TOP OF FILL
		EASEMENT
AE		ACTIVITY ENVELOPE

SUE UTILITY LINE TYPES WITH "QUALITY LEVELS"



C–QLB	CABLE COMMUNICATION
T–QLB	TELEPHONE
F–QLB	FIBER OPTIC
TR–QLB	TRAFFIC COMMUNCATION
E–QLB	ELECTRIC
ET–QLB	ELECTRIC TRANSMISSION
G–QLB	GAS
HPG–QLB	HIGH PRESSURE GAS
CA–QLB	COMPRESSED AIR
S–QLB	SANITARY SEWER
DR–QLB	DRAIN LINE (STORM SEWER)
W–QLB	WATER
IRR–QLB	IRRIGATION
NP–QLB	NON–POTABLE WATER
UNK	UNKNOWN UTILITY

SYMBOLS

EXISTING	PROPOSED	DESCRIPTION
		DECIDUOUS TREE
		CONIFEROUS TREE
		MONUMENT MARKER
		CONTROL POINT
C E FO G S T U W		MARKERS (CATV, ELEC, FIBER) (TELE, TRAFFIC, UNKNOWN)
C E FO T TR U	C E FO T TR U	PEDESTALS (CATV, ELEC, FIBER) (TELE, TRAFFIC, UNKNOWN)
D E FO IR S T U W		MANHOLES (DRAINAGE, ELEC, FIBER, IRRIGATION, SANITARY, TELEPHONE, UNKNOWN, WATER)
C E FO T TR U	C E FO T TR U	VAULTS/HANDHOLES (CATV, ELEC, FIBER, TELE, TRAFFIC, UNKNOWN)
ET	ET	ELECTRIC TRANSFORMER
GV	GV	GAS VALVE
SV	SV	SANITARY VALVE
ICV	ICV	IRRIGATION CONTROL VALVE
		WATER VALVE
WSO	WSO	WATER SHUTOFF VALVE
		FIRE HYDRANT
G W S		VENTS(GAS,WATER,SEWER,MISC.)
GM EM WM	GM EM WM	METERS (GAS, ELECTRIC, WATER)
G	G	GAS WELL
M	M	MONITORING WELL
W	W	WATER WELL
CO	CO	CLEAN–OUT
P	P	PROPANE TANK (ABOVE GROUND)
P	P	PROPANE TANK (UNDERGROUND)
HV	HV	HEATING/AIR CONDITIONING UNIT
		WATER SPIGOT
ICB	ICB	IRRIGATION CONTROL BOX
		IRRIGATION HEADGATE
SPR	SPR	IRRIGATION SPRINKLER HEAD
		PVC PIPE
		FLAG POLE
		UTILITY POLE
		GUY WIRE
		STREET LIGHT POLE
		TRAFFIC LIGHT POLE
		FLOOD LIGHT
		SIGN
MB	MB	MAILBOX
		BOLLARD
		SOIL BORING LOCATION
TP		TEST PIT LOCATION
R		LARGE ROCK/BOULDER
T		"T" POST
		SATELLITE DISH
		TRANSITION FROM SPILL TO CATCH GUTTER
		MINIMUM 4" TOP SOIL OR SPECIFIED ALTERNATIVE
		CHANGE IN SUE LEVEL
		UTILITY POTHOLE LOCATION

ABBREVIATIONS

@	AT
°	DEGREE
ø	DIAMETER
#	NUMBER
AAC	ALUMINUM ARCH CULVERT
AASHTO	AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS
ABC	AGGREGATE BASE COURSE
ABUT	ABUTMENT
ACM	ASBESTOS CONTAINING MATERIAL
ACP	ASBESTOS CEMENT PIPE
ADA	AMERICANS W/ DISABILITIES ACT
ADT	AVERAGE DAILY TRIPS
ALT	ALTERNATE
AP	ANGLE POINT
APWA	AMERICAN PUBLIC WORKS ASSOCIATION
AS	ASPHALT
ASD	ALLOWABLE STRESS DESIGN
ASPH	ASPHALT
ATB	ASPHALT TREATED BASE
BBL	BARRELS
BCKF	BACK FACING
BLKF	BLOCK FACING
BLM	BUREAU OF LAND MANAGEMENT
BM	BENCHMARK
BMP	BEST MANAGEMENT PRACTICES
BOW	BACK OF SIDEWALK
BP	BEGIN PROJECT, BEGINNING POINT
BT	BEGIN TRANSITION
BVCE	BEGINNING VERTICAL CURVE ELEVATION
BVCS	BEGINNING VERTICAL CURVE STATION
BW	BOTTOM OF WALL
C	CURB
CBC	CONCRETE BOX CULVERT
CC	CURB CUT
CDOT	COLORADO DEPARTMENT OF TRANSPORTATION
CDPHE	COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT
CF	CUBIC FEET
CFS	CUBIC FEET PER SECOND
CG	CURB AND GUTTER
CIP	CAST IN PLACE
CL	CENTERLINE
CLOMR	CONDITIONAL LETTER OF MAP REVISION
CMP	CORRUGATED METAL PIPE
CMU	CONCRETE MASONRY UNIT
CO	CONCRETE
COM	COMMUNICATIONS
CONC	CONCRETE
CONST	CONSTRUCTION
CONT	CONTINUOUS
COR	CORNER
CPE	CORRUGATED POLYETHYLENE PIPE
CSP	CORRUGATED STEEL PIPE
CTB	CEMENT TREATED BASE
CU	CUBIC
CY	CUBIC YARD
D	DEEP
DB	DECIBELS
DEG	DEGREES
DHV	DESIGN HOUR VOLUME
DIA	DIAMETER
DIP	DUCTILE IRON PIPE
DOW	DIVISION OF WILDLIFE
DR	DRAIN
DTM	DIGITAL TERRAIN MODEL
DW	DRIVEWAY
DWG	DRAWING
E	EASTING
EA	EACH
EB	EAST BOUND
EG	EXISTING GRADE
EL	ELEVATION
ELEV	ELEVATION
EOA	EDGE OF ASPHALT
EOD	EDGE OF DRIVEWAY
EOC	EDGE OF CONCRETE
EOG	EDGE OF GRAVEL
EOM	EDGE OF MILLINGS
EOP	EDGE OF PAVEMENT
EP	END PROJECT, END POINT
EPA	ENVIRONMENTAL PROTECTION AGENCY
ES	ELECTRIC SERVICE
ESMT	EASEMENT
EST	ESTIMATE
EVCE	END VERTICAL CURVE ELEVATION
EVCS	END VERTICAL CURVE STATION
EX	EXISTING
EXIST	EXISTING
EXT	EXTERIOR
FAA	FEDERAL AVIATION ADMINISTRATION
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
FES	FLARED END SECTION
FF	FINISHED FLOOR
FG	FINISHED GRADE
FH	FIRE HYDRANT
FHWA	FEDERAL HIGHWAY ADMINISTRATION
FL	FLOWLINE
FOW	FACE OF WALL
FPS	FEET PER SECOND
FRTF	FRONT FACE
FT	FEET
G	GAS
GAL	GALLONS
GALV	GALVANIZED
GB	GRADE BREAK
GIS	GEOGRAPHICAL INFORMATION SYSTEM
GPM	GALLONS PER MINUTE
GPS	GLOBAL POSITIONING SYSTEM
GR	GRAVEL
GRAV	GRAVEL
GS	GAS SERVICE
GSP	GALVANIZED STEEL PIPE
GV	GATE VALVE
HAZMAT	HAZARDOUS MATERIALS
HC	HANDICAP RAMP
HCL	HORIZONTAL CONTROL LINE
HDPE	HIGH DENSITY POLYETHYLENE
HMA	HOT MIXED ASPHALT
HORIZ	HORIZONTAL
HOV	HIGH OCCUPANCY VEHICLE
HP	HIGH POINT
HPG	HIGH PRESSURE GAS
HWY	HIGHWAY
HYD	HYDRANT
ID	INSIDE DIAMETER
INT	INTERSECTION
INV	INVERT
IP	INLET PROTECTION
JB	JUNCTION BOX
KIP	THOUSAND POUNDS
KW	KILOWATT
L	LEFT
LGTH	LENGTH
LB	POUNDS
LB/FT	POUNDS PER FOOT
LEED	LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN
LF	LINEAR FOOT
LOMR	LETTER OF MAP REVISION
LPFM	LOW PRESSURE FORCE MAIN
LP	LOW POINT
LS	LUMP SUM
LSA	LANDSCAPED AREA
LT	LIGHT POLE
LTB	LIME TREATED BASE
LUM	LUMINARY
M	METERS
MAT'L	MATERIAL
MAX	MAXIMUM
MH	MANHOLE
MHT	METHOD OF HANDLING TRAFFIC
MIN	MINIMUM
MISC	MISCELLANEOUS
ML	MEGALUG
MLW	MASONRY LANDSCAPE WALL
MP	MILE POST
MPH	MILES PER HOUR
MSE	MECHANICALLY STABILIZE EARTH
MUTCD	MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES
MW	MONITORING WELL
N	NORTHING
N/A	NOT APPLICABLE
NAT	NATIVE GRASS AREA
NAVD	NORTH AMERICAN VERTICAL DATUM
NB	NORTH BOUND
NE	NORTHEAST
NEPA	NATIONAL ENVIRONMENTAL POLICY ACT
NFPA	NATIONAL FIRE PROTECTION ASSOCIATION
NGVD	NATIONAL GEODETIC VERTICAL DATUM 1929
NHS	NATIONAL HIGHWAY SYSTEM
NIP	NAIL IN PLACE
NO	NUMBER
NPDES	NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
NTP	NOTICE TO PROCEED
NTS	NOT TO SCALE
NW	NORTHWEST
O/S	OFFSET
OC	ON CENTER
OD	OUTSIDE DIAMETER
OH	OVERHEAD
OP	OUTLET PROTECTION
OT	OVERHEAD TELEPHONE
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PED	PEDESTRIAN
PERM	PERMANENT
PG	PAGE
PGL	PROFILE GRADE LINE
PI	POINT OF INTERSECTION
PL	PROPERTY LINE
PM	PROJECT MANAGER
PNT	POINT
POC	POINT ON CURVE
POT	POINT ON TANGENT
PRC	POINT OF REVERSE CURVE
PROP	PROPOSED
PRV	PRESSURE REDUCING VALVE
PSF	POUNDS PER SQUARE FEET
PSI	POUNDS PER SQUARE INCH
PT	POINT OF TANGENCY
PUD	PLANNED UNIT DEVELOPMENT
PVC	POLYVINYL CHLORIDE
PVI	POINT OF VERTICAL INTERSECTION
PVMT	PAVEMENT
PVT	POINT OF VERTICAL TANGENCY
Q	PEAK DISCHARGE
QA/QC	QUALITY ASSURANCE/QUALITY CONTROL
QTY	QUANTITY
R	RIGHT
R–R	REMOVE AND REPLACE
RAD	RADIUS
RCP	REINFORCED CONCRETE PIPE
REF	REFERENCE
REQ	REQUIRED
REVEG	REVEGETATE
RFTA	ROARING FORK TRANSIT AUTHORITY
ROW	RIGHT OF WAY
RP	RADIUS POINT
RSS	REINFORCED SOIL SLOPE
RW	RETAINING WALL
SAC	STEEL ARCH CULVERT
SAN	SANITARY
SB	SOUTH BOUND
SCF	SEDIMENT CONTROL FENCE
SD	STORM DRAIN
SDR	STANDARD DIMENSION RATIO
SE	SOUTHEAST
SECT	SECTION
SF	SQUARE FEET
SHLDR	SHOULDER
SL	SANITARY SEWER LINE
SMH	SANITARY SEWER MANHOLE
SOD	GRASS AREA
SS	SANITARY SEWER SERVICE
SSD	STOPPING SIGHT DISTANCE
STA	STATION
STBK	SETBACK
SW	SIDEWALK
SY	SQUARE YARDS
SYM	SYMMETRICAL
T	TREAD STAIRS
TAN	TANGENT
TBC	TOP BACK OF CURB
TBLK	THRUST BLOCK
TC	TOP OF CURB
TCE	TEMPORARY CONSTRUCTION EASEMENT
TCP	TRAFFIC CONTROL PLAN
TELE	TELEPHONE
TEMP	TEMPORARY
TP	TOP OF PIPE
TRANS	TRANSITION
TRFLG	TRAFFIC FLANGE OF FIRE HYDRANT
TW	TOP OF WALL
TYP	TYPICAL
UCTV	UNDERGROUND CABLE TELEVISION LINE
UE	UNDERGROUND ELECTRIC LINE
UG	UNDERGROUND GAS LINE
USACE	US ARMY CORPS OF ENGINEERS
USGS	US GEOLOGICAL SURVEY
UT	UNDERGROUND TELEPHONE LINE
VC	VERTICAL CURVE
VCP	VITRIFIED CLAY PIPE
VP	VALLEY PAN
VTC	VEHICLE TRACKING CONTROL
W	WIDE
W/	WITH
WB	WEST BOUND
WL	WATER LINE
WS	WATER SERVICE
WQCD	WATER QUALITY CONTROL DIVISION
WS	WATER SERVICE
WWM	WELDED WIRE MESH
X–S	CROSS SLOPE
YD	YARD

HATCHING

EXISTING	PROPOSED	DESCRIPTION
		ASPHALT MILLING
		ASPHALT
		CONCRETE SURFACING (PLAN VIEW)
		GRAVEL SURFACING
		RIPRAP/RIVER ROCK
		RE–ESTABLISH NATIVE VEGETATION
		WOOD DECK
		FLAGSTONE
		UNDISTURBED SOIL
		RECOMPACTED SOIL

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TOWN OF GRANBY
2ND & 3RD STREET PARKING LOTS

By:	Date	Revision	#
			1
			2
			3

Project Milestone: PRELIMINARY NOT FOR CONSTRUCTION

Job No. 8133J-32
Drawn by: MWM
Print Date: 9/5/2025
QC: DJC PE: MWM
File: 2nd&3rd-Admin

Title:

LEGEND & ABBREVIATIONS

Dwg No. 3

Of : 10

I:\1988\8133J – General\32 – 2nd & 3rd Parking Lot\H–Civil\Civil\PS–SheetSet\2nd&3rd–Admin.dwg Plotted: 9/4/2025 3:47 PM By: Michael Morrison

GENERAL REQUIREMENTS

1. WORK SHALL MEET STANDARDS SET BY THE PROJECT'S JURISDICTIONS OF AUTHORITY. THIS INCLUDES BUT IS NOT LIMITED TO TOWN PUBLIC WORKS MANUAL, COUNTY STANDARDS, AND STATE STANDARDS.
2. THE CONTRACTOR AND SUBCONTRACTORS SHALL HAVE A COPY OF ALL APPLICABLE STANDARDS, CURRENT APPROVED CONSTRUCTION PLANS AND SPECIFICATIONS ON SITE AT ALL TIMES.
3. ALL WORK SHALL BE DONE TO THE HORIZONTAL AND VERTICAL INFORMATION SHOWN ON THE PLANS. NO FIELD CHANGES SHALL BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF THE ENGINEER.
4. THE DESIGN IS BASED ON THE BEST AVAILABLE INFORMATION AT THE TIME OF DESIGN. THIS INCLUDES BUT IS NOT LIMITED TO SITE CONDITIONS, FEATURES AND STRUCTURES, AND TOPOGRAPHICAL INFORMATION. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE FEATURES SHOWN. THE CONTRACTOR SHALL REVIEW AND VERIFY EXISTING PHYSICAL FEATURES AND ELEVATIONS OF THE CONDITIONS TO BE ENCOUNTERED DURING CONSTRUCTION.
5. ANY DISCREPANCY WITHIN THESE PLANS SHOULD BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER.
6. LIMITS OF CONSTRUCTION SHALL BE 5' BEYOND GRADING LIMITS, BASE OF FILL SLOPES OR TOP OF CUT SLOPES, AND 20' EITHER SIDE OF THE CENTERLINE OF UTILITY INSTALLATIONS, BUT NOT BEYOND FENCE LINE, EASEMENT OR RIGHT-OF-WAY. PROJECT LIMITS SHALL ALSO INCLUDE ANY DESIGNATED BORROW AREAS, EXCAVATION DISPOSAL AREAS AND MATERIAL OR TOPSOIL STOCKPILE AREAS.
7. THE CONTRACTOR SHALL LIMIT CONSTRUCTION ACTIVITIES TO THOSE AREAS WITHIN THE LIMITS OF DISTURBANCE AS SHOWN ON THE PLANS. ANY DISTURBANCE BEYOND THESE LIMITS SHALL BE RESTORED TO ORIGINAL CONDITION BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE. CONSTRUCTION ACTIVITIES INCLUDE THE PARKING OF VEHICLES OR EQUIPMENT, DISPOSAL OF LITTER, AND ANY OTHER ACTION WHICH WOULD ALTER EXISTING CONDITIONS.
8. WORK INSIDE PUBLIC RIGHT-OF-WAY WILL REQUIRE APPROVAL FROM THE JURISDICTION OF AUTHORITY PRIOR TO CONSTRUCTION. USE OF PRIVATE PROPERTY FOR THE PROJECT OUTSIDE OF THE CONSTRUCTION LIMITS SHALL BE APPROVED IN WRITING BY THE PROPERTY OWNER WITH A COPY OF THIS APPROVAL PROVIDED TO THE ENGINEER PRIOR TO USAGE.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR SAFELY PERFORMING ALL WORK IN ACCORDANCE WITH APPLICABLE OSHA STANDARDS AND REGULATIONS.
10. THE ENGINEER AND OWNER SHALL BE NOTIFIED AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.
11. ALL PUBLIC AND PRIVATE UTILITY OWNERS SHALL BE NOTIFIED AT LEAST 48 HOURS (OR AS REQUIRED BY UTILITY COMPANIES) PRIOR TO COMMENCEMENT OF WORK ADJACENT TO THE UTILITY.
12. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION BY THE OWNER AND THEIR ASSIGNED REPRESENTATIVE. THE OWNER AND THEIR ASSIGNED REPRESENTATIVE RESERVE THE RIGHT TO ACCEPT OR REJECT ANY MATERIALS AND WORKMANSHIP THAT DO NOT CONFORM TO THE PLANS OR SPECIFICATIONS.
13. PROJECT ACCEPTANCE TESTING WILL BE PERFORMED BY THE OWNER. CONTRACTOR SHALL PROVIDE 48 HOUR MINIMUM NOTICE FOR REQUIRED TESTS.
14. IT IS THE CONTRACTOR'S RESPONSIBILITY TO TAKE A SUFFICIENT NUMBER OF PRE-CONSTRUCTION PHOTOGRAPHS/VIDEOS TO RESOLVE ANY DISPUTES, WHICH MAY ARISE REGARDING THE CONDITIONS PRIOR TO AND SUBSEQUENT TO CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE COPIES OF THE PRE-CONSTRUCTION PHOTOGRAPHS/VIDEOS TO THE ENGINEER PRIOR TO THE START OF WORK. THE CONTRACTOR SHALL IDENTIFY ANY APPARENT POTENTIAL PROBLEMS AT THAT TIME.
15. PROGRESS AND RECORD PHOTOGRAPHS/VIDEOS SHALL BE PROVIDED BY THE CONTRACTOR TO RESOLVE DISPUTES AND TO DOCUMENT THE WORK PERFORMED AS A SUPPLEMENT TO THE RECORD DRAWINGS. IN GENERAL, ANY PHOTOGRAPHS/VIDEOS SHOULD BE SUFFICIENT TO SHOW THAT ALL WORK WAS PROPERLY COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS.
16. SUBMITTALS SHALL BE PROVIDED FOR ALL MATERIALS TO BE INCORPORATED INTO THE PROJECT. SHOP DRAWINGS SHALL BE PROVIDED FOR ALL ITEMS HAVING DIMENSIONAL REQUIREMENTS. MATERIALS SUBMITTALS AND SHOP DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW. THE ENGINEER'S REVIEW SHALL NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY FOR ACCURACY, PROPER FIT OR PROPER FUNCTIONING AND PERFORMANCE OF THE WORK.
17. THE CONTRACTOR SHALL REVIEW AND APPROVE ALL SHOP AND LAYOUT DRAWINGS, PRODUCT DATA, SAMPLES, MATERIALS, MANUALS AND PLANS PRIOR TO SUBMITTING TO THE ENGINEER. APPROVAL BY THE CONTRACTOR INDICATES THAT THEY HAVE VERIFIED ALL MATERIALS AND FIELD MEASUREMENTS WITH THOSE SHOWN ON THE DRAWINGS. APPROVAL ALSO INDICATES THAT THE CONTRACTOR HAS COORDINATED INFORMATION CONTAINED IN THE SUBMITTAL WITH WORK REQUIREMENTS OF ALL TRADES AND WITH THE CONTRACT DOCUMENTS.
18. AT NO TIME SHALL MATERIALS BE SUBSTITUTED FOR THOSE SHOWN ON THE DRAWINGS OR CALLED FOR IN THE SPECIFICATIONS, UNLESS WRITTEN APPROVAL IS OBTAINED FROM THE ENGINEER PRIOR TO RELATED CONSTRUCTION AT THE SITE. ANY DEVIATION FROM THE DRAWINGS AND SPECIFICATIONS SHALL BE ACCOMPANIED BY WRITTEN APPROVAL OF THE ENGINEER.
19. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY TEMPORARY FACILITIES FOR THEIR OWN CONVENIENCE OR TO MEET LOCAL, STATE OR FEDERAL REQUIREMENTS, INCLUDING, BUT NOT LIMITED TO, POTABLE WATER, SANITARY WASTE FACILITIES, POWER, TELEPHONE, INTERNET, ETC. SANITARY FACILITIES SHALL BE LOCATED ON SITE AND SHALL BE FULLY OPERATIONAL BEFORE CONSTRUCTION CAN BEGIN. SANITARY FACILITIES SHALL BE FIRMLY SECURED AGAINST OVERTURNING AND SHALL BE PLACED AWAY FROM FLOW LINES OF STREETS, SWALES, RAIN GARDENS AND AWAY FROM INLETS. THE COST OF THESE FACILITIES WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE WORK.
20. THE CONTRACTOR WILL BE RESPONSIBLE FOR DAILY CLEANING OF THE JOB SITE DURING AND AFTER CONSTRUCTION. A CONTINUING EFFORT SHALL BE MADE THROUGH THE DURATION OF THE CONTRACT TO KEEP ALL AREAS CLEAN AND FREE OF ALL RUBBISH, REMOVED VEGETATION, CONSTRUCTION WASTE, EMPLOYEE WASTE, AND OTHER OBJECTIONABLE MATERIALS GENERATED FROM THE PROJECT. WEEDS SHALL BE REMOVED IN DISTURBED AREAS PRIOR TO THEIR PRODUCING SEED AND PRIOR TO FINISHED GRADING AND LANDSCAPING INSTALLATION.
21. FINAL CLEAN-UP MUST BE APPROVED AND ACCEPTED BY THE OWNER BEFORE THE CONTRACT MAY BE CONSIDERED COMPLETE.
22. THE CONTRACTOR SHALL MAINTAIN TWO FULL SETS OF CONTRACT DRAWINGS MARKED UP TO INDICATE THE AS-BUILT CONDITIONS. THE DRAWINGS SHALL BE PROVIDED TO THE OWNER AND THE ENGINEER UPON COMPLETION OF THE WORK. WHERE PRACTICAL, THE CONTRACTOR IS TO PROVIDE AT LEAST TWO TIES FROM PHYSICAL MONUMENTS TO ALL FITTINGS, VALVES, MANHOLES, AND THE END OF ALL SERVICE LINES.

SURVEY NOTES

1. SOURCE OF MAPPING: EXISTING FIELD CONDITIONS WERE GENERATED BY A SURVEY PERFORMED BY SGM, GLENWOOD SPRINGS, CO DATED 4/28/2025.
2. THE DESIGN ELECTRONIC CAD FILE MAY BE PROVIDED TO THE CONTRACTOR FOR CONSTRUCTION STAKING. CONTRACTOR SHALL ACCEPT THE LIMITATIONS PROVIDED BY THE ENGINEER PRIOR TO USE OF THE ELECTRONIC CAD DATA. CONSTRUCTION SHOULD NOT COMMENCE UNTIL STAKING HAS BEEN APPROVED BY THE UTILITY OWNER OR ENGINEER AND ANY DISCREPANCIES, INCONSISTENCIES, OR ERRORS ARE BROUGHT TO THE ATTENTION OF THE ENGINEER.
3. PROPERTY LINES, MONUMENTS, BENCHMARKS, SURVEY CONTROL, AND ADDITIONAL HISTORIC SURVEY INFORMATION CANNOT BE REMOVED FOR CONSTRUCTION. DISTURBED SURVEY ITEMS ARE THE RESPONSIBILITY OF THE CONTRACTOR AND MUST BE RESTORED BY A STATE OF COLORADO LICENSED LAND SURVEYOR.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION STAKING OF BOTH HORIZONTAL AND VERTICAL LAYOUT ON THIS PROJECT. THE CONTRACTOR SHALL COORDINATE WITH THE PROJECT ENGINEER FOR INTERPRETATION AND INFORMATION IN STAKING OF THE PROJECT FOR CONSTRUCTION.

PERMITS

1. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS TO COMPLETE WORK AND SHALL COMPLY WITH THE PERMIT CONDITIONS.

ACCESS AND PROTECTION REQUIREMENTS

1. IF TRAFFIC CONTROL IS NECESSARY, THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN FOR APPROVAL BY THE JURISDICTION OF AUTHORITY OR ENGINEER. TRAFFIC CONTROL PLAN SHALL INCLUDE METHODS OF HANDLING TRAFFIC (MHT'S) APPLICABLE TO THE WORK.
2. ALL CONSTRUCTION TRAFFIC CONTROL SIGNAGE AND PAVEMENT MARKINGS SHALL CONFORM TO THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), LATEST EDITION.
3. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN PEDESTRIAN AND ADA COMPLIANT ACCESS DURING CONSTRUCTION.
4. NO MATERIAL OR EQUIPMENT SHALL BE STORED IN THE PUBLIC RIGHT-OF-WAY OUTSIDE OF APPROVED WORKING HOURS. THE CONTRACTOR SHALL REMOVE ALL EQUIPMENT AND OTHER OBSTRUCTIONS FROM THE PUBLIC RIGHT-OF-WAY.AT THE END OF EACH DAY'S WORK AND AT OTHER TIMES WHEN CONSTRUCTION OPERATIONS ARE SUSPENDED FOR ANY REASON.
5. THE CONTRACTOR SHALL PROTECT FROM DAMAGE ALL TREES, BUSHES, AND EXISTING IMPROVEMENTS INSIDE AND OUTSIDE THE LIMITS OF WORK NOT CALLED OUT FOR REMOVAL OR REPLACEMENT.
6. THE CONTRACTOR SHALL REPAIR OR REPLACE ALL AFFECTED OR DAMAGED LANDSCAPING, INCLUDING IRRIGATION, WITH SIMILAR MATERIALS AND PLANTS. SOD SHALL BE USED TO REPLACE LAWN.
7. THE CONTRACTOR SHALL PROTECT THE EXISTING DRAINAGE STRUCTURES AND REROUTE ANY RUNOFF AS NECESSARY DURING CONSTRUCTION ACTIVITIES TO PREVENT EROSION AND DAMAGE.
8. ALL EXISTING UTILITIES, EITHER UNDERGROUND OR OVERHEAD, SHALL BE MAINTAINED IN CONTINUOUS SERVICE THROUGHOUT THE ENTIRE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE AND LIABLE FOR ANY DAMAGE TO, OR INTERRUPTION OF SERVICES CAUSED BY THE CONSTRUCTION.

TEMPORARY EROSION CONTROLS MEASURES

1. THE CONTRACTOR SHALL IMPLEMENT EROSION CONTROL MEASURES (A.K.A. BEST MANAGEMENT PRACTICES OR BMPs), TO CONTROL EROSION AND SEDIMENTATION DURING CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR INSTALLATION AND MAINTENANCE OF ALL TEMPORARY EROSION CONTROL MEASURES.
2. THE CONTRACTOR SHALL INSTALL EROSION AND SEDIMENT CONTROL MEASURES PRIOR TO ANY SITE GRADING OR EXCAVATION ACTIVITIES. CONTRACTOR SHALL ALSO IMPLEMENT APPROPRIATE CONTROL MEASURES FOR PROTECTION OF WETLANDS, SENSITIVE HABITAT, AND EXISTING VEGETATION FROM GROUND DISTURBANCE AND OTHER POLLUTANT SOURCES BEFORE CONSTRUCTION BEGINS.
3. THE CONTRACTOR SHALL INSPECT THE CONSTRUCTION SITE, INCLUDING ALL BMP'S, STORAGE CONTAINERS, AND CONSTRUCTION EQUIPMENT, AT LEAST EVERY 7 CALENDAR DAYS AND WITHIN 24 HOURS AFTER A PRECIPITATION EVENT OR SNOW MELT THAT MAY CAUSE SURFACE EROSION.
4. THE CONTRACTOR SHALL KEEP A RECORD OF ALL INSPECTIONS ONSITE AND AVAILABLE FOR REVIEW. INSPECTION REPORTS MUST IDENTIFY ANY INCIDENTS OF NON-COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE CONSTRUCTION STORMWATER PERMIT.
5. CONTROL MEASURES SUCH AS INLET CONTROL, OUTLET CONTROL, AGGREGATE BAGS, AND SOIL RETENTION BLANKET SHALL BE PLACED AND MAINTAINED, INCLUDING REMOVAL OF COLLECTED SEDIMENT WHEN SILT DEPTH IS 50 PERCENT OR MORE OF THE EFFECTIVE HEIGHT OF THE EROSION CONTROL DEVICE. DAMAGES RESULTING FROM FAILURE TO MAINTAIN CONTROL MEASURES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
6. THE STORMWATER MANAGEMENT PLAN SHALL BE UPDATED TO REFLECT NEW OR REVISED CONTROL MEASURES DUE TO CHANGES IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE CONSTRUCTION SITE. UPDATES MUST BE MADE WITHIN 72 HOURS FOLLOWING THE CHANGE IN CONTROL MEASURES.
7. VEHICLE TRACKING PADS SHALL BE USED AT ALL VEHICLE AND EQUIPMENT EXIT POINTS FROM THE SITE TO PREVENT SEDIMENT EXITING THE LIMITS OF CONSTRUCTION OF THE PROJECT SITE. WHENEVER SEDIMENT COLLECTS ON THE PAVED SURFACE, THE SURFACE SHALL BE CLEANED. STORM DRAIN INLET PROTECTION SHALL BE IN PLACE BEFORE SHOVELING, SWEEPING OR VACUUMING. SWEEPING SHALL BE COMPLETED WITH A PICKUP BROOM OR EQUIPMENT CAPABLE OF COLLECTING SEDIMENT. STREET WASHING WILL NOT BE ALLOWED.
8. ERODIBLE STOCKPILES (INCLUDING TOPSOIL) SHALL BE CONTAINED WITH ACCEPTABLE CONTROL MEASURES AT THE TOE OF THE STOCKPILE THROUGHOUT CONSTRUCTION. STOCKPILES THAT ARE INACTIVE FOR MORE THAN 14 DAYS SHALL BE STABILIZED WITH HAY OR STRAW MULCH WITH TACKIFIER, BONDED FIBER MATRIX, HYDRAULIC MULCH WITH TACKIFIER OR SPRAY-ON MULCH BLANKET.
9. PERMANENT STABILIZATION REQUIREMENTS SHALL BE COMPLETED WITHIN 4 DAYS OF PLACEMENT OF THE TOPSOIL. PERMANENT STABILIZATION IS THE COVERING OF DISTURBED AREAS WITH TOPSOIL, SEEDING, MULCHING WITH TACKIFIER AND SOIL RETENTION COVERINGS:
10. BULK STORAGE STRUCTURES FOR PETROLEUM PRODUCTS AND ANY OTHER CHEMICALS SHALL HAVE SECONDARY CONTAINMENT OR EQUIVALENT PROTECTION TO CONTAIN POTENTIAL SPILLS.
11. A CONSTRUCTED CONCRETE WASHOUT OR PREFABRICATED CONCRETE WASHOUT STRUCTURE THAT WILL CONTAIN WASHOUT FROM CONCRETE PLACEMENT, CONSTRUCTION EQUIPMENT CLEANING OPERATIONS AND RESIDUE FROM CUTTING, CORING, GRINDING, AND HYDRODEMOLITION MUST BE PROVIDED AND MAINTAINED.
12. ALL DRAINAGE STRUCTURES ARE TO BE PROTECTED BY EROSION AND SEDIMENT CONTROL MEASURES.
13. DUST MITIGATION SHALL BE PROVIDED BY THE CONTRACTOR AS NECESSARY. WATER SHALL BE USED AS A DUST PALLIATIVE WHERE AND WHEN REQUIRED. SWEEPING AND CLEANING STREETS AND SIDEWALKS DURING THE CONSTRUCTION WILL BE DIRECTED BY THE AFFECTED JURISDICTIONS AND PERFORMED AS NECESSARY BY THE CONTRACTOR.
14. WHERE SEEDING IS REQUIRED, CONTRACTOR IS TO PROVIDE 4" TOPSOIL AND NATIVE SEEDING. NATIVE SEEDING SHALL BE MIDDLE PARK CONSERVATION DISTRICT "DRYLAND RECLAMATION MIX".

ASPHALT PAVING

1. A TACK COAT OF EMULSIFIED ASPHALT (SLOW-SETTING) SHALL BE APPLIED AT THE FOLLOWING LOCATIONS:
   - 1.1. BEFORE PLACING NEW PAVEMENT OVER EXISTING PAVEMENT
   - 1.2. ALONG THE FACE OF ALL EXISTING PAVEMENT, AND ALL SURFACES AGAINST WHICH ASPHALT IS TO BE PLACED BETWEEN PAVEMENT COURSES
   - 1.3. PREPARED BASE COURSES SHALL BE TACK COATED AT CONTRACTOR'S EXPENSE IF THE SURFACE HAS DETERIORATED DUE TO TRAFFIC, WEATHER OR TIME LAPSE BETWEEN SURFACE PREPARATION AND PLACEMENT OF BITUMINOUS MATERIALS, AS DIRECTED BY THE ENGINEER.
2. DILUTED EMULSIFIED ASPHALT FOR TACK COAT SHALL CONSIST OF 1 PART EMULSIFIED ASPHALT (SLOW-SETTING) AND 1 PART WATER. APPLICATION RATE SHALL BE 0.1 GALS/SQ.YD.
3. BEFORE PLACEMENT OF THE TACK COAT, THE CONTRACTOR SHALL CLEAN THE SURFACES TO BE TACK COATED. SURFACES SHALL BE APPROVED BY ENGINEER PRIOR TO TACK COATING. CLEANING WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE WORK.
4. THE FOLLOWING SHALL BE USED WITH EACH BITUMINOUS PAVER:
   - 4.1. A SKI-TYPE DEVICE AT LEAST 30 FEET IN LENGTH.
   - 4.2. SHORT SKI OR SHOE.
5. ANY LAYER OF BITUMINOUS PAVEMENT THAT IS TO HAVE A SUCCEEDING LAYER PLACED THEREON SHALL BE COMPLETED TO THE FULL AVAILABLE WIDTH WITHIN EACH PHASE OF CONSTRUCTION BEFORE THE SUCCEEDING LAYER IS PLACED.
6. WHERE NEW PAVEMENT IS TO ABUT EXISTING PAVEMENT, THE EXISTING PAVEMENT SHALL BE REMOVED TO A NEAT VERTICAL LINE USING A PAVEMENT-CUTTING SAW AND MILLED TO A DEPTH OF 2" OVER 24" WIDE, OR OTHER METHOD AS APPROVED BY THE ENGINEER. VERTICAL EDGES SHALL NOT REMAIN OVERNIGHT. THE WORK WILL NOT BE MEASURED AND PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE WORK.

CONCRETE CONSTRUCTION

1. CONCRETE FOR SIDEWALKS, DRIVEWAYS, CURBS AND GUTTERS SHALL BE CDOT CLASS B OR D. APPROVED MACRO-FIBER REINFORCEMENT MAY BE REQUIRED AS DIRECTED BY THE ENGINEER.
2. OWNER TO APPROVE ALL CONCRETE FINISHING, JOINT PATTERNS AND COLORING REQUIREMENTS PRIOR TO CONSTRUCTION. SUBMIT JOINT LAYOUT PLAN TO OWNER FOR APPROVAL PRIOR TO CONSTRUCTION.
3. EXPANSION JOINTS SHALL BE INSTALLED WHEN ABUTTING EXISTING CONCRETE OR FIXED STRUCTURE. EXPANSION JOINT MATERIAL SHALL BE 1/2 IN. THICK AND SHALL EXTEND THE FULL DEPTH OF CONTACT SURFACE.
4. CONTRACTOR SHALL NOTIFY ENGINEER PRIOR TO PLACEMENT OF FLATWORK OF SITE CONDITIONS OR DISCREPANCIES WHICH PREVENT REQUIRED GRADES FROM BEING ACHIEVED.
5. ALL RAMPS, STAIRS, EDGE PROTECTION, AND RAILINGS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CURRENT ADA STANDARDS. ACCESSIBLE CURB RAMPS SHALL CONFORM TO THE CDOT M-STANDARDS (SEE DETAIL M-608-1, ETC). ACCESSIBLE FEATURES WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE CONSTRUCTED TO CONFORM TO THE REQUIREMENTS OF THE LOCAL AUTHORITY HAVING JURISDICTION.
6. THE EXISTING AND PROPOSED ELEVATIONS OF FLATWORK, SIDEWALKS, CURBS, THRESHOLDS, PAVING, ETC. AS SHOWN IN THE PLANS MAY BE BASED ON EXTRAPOLATION OF FIELD SURVEY DATA, EXISTING CONDITIONS, AND DATA PROVIDED BY OTHERS. AT CRITICAL AREAS AND SITE FEATURES, CONTRACTOR SHALL HAVE FORMWORK INSPECTED AND APPROVED BY OWNER, OWNER'S REPRESENTATIVE, OR ENGINEER PRIOR TO PLACING CONCRETE. MINOR ADJUSTMENTS, AS APPROVED, TO PROPOSED GRADES, INVERTS, ETC. MAY BE REQUIRED TO PREVENT PONDING OR SLOPES NOT IN CONFORMANCE WITH THE JURISDICTIONAL STANDARDS. ALL FLATWORK MUST PREVENT PONDING AND PROVIDE POSITIVE DRAINAGE AWAY FROM EXISTING AND PROPOSED BUILDINGS, WALLS, ROOF DRAIN OUTFALLS, ACROSS DRIVES AND WALKS TOWARDS THE PROPOSED INTENDED DRAINAGE FEATURES AND CONVEYANCES.

EARTHWORK

1. TOPSOIL IS TO BE STRIPPED PRIOR TO COMMENCING ROUGH GRADING. STRIPPED TOPSOIL GENERATED ONSITE IS TO BE STOCKPILED AND USED FOR RE-VEGETATION.
2. ANY OPEN EXCAVATION LEFT UNATTENDED SHALL BE BARRICADED OR FENCED OFF BY THE CONTRACTOR.
3. IF BEDROCK IS ENCOUNTERED CONTACT ENGINEER BEFORE PROCEEDING WITH WORK IN AREA OF BEDROCK.
4. IF GROUNDWATER IS ENCOUNTERED CONTACT ENGINEER BEFORE PROCEEDING WITH WORK IN AREA OF GROUNDWATER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ANY GROUNDWATER ENCOUNTERED DURING THE CONSTRUCTION OF ANY PORTION OF THIS PROJECT. GROUNDWATER SHALL BE PUMPED, PIPED, REMOVED AND DISPOSED OF IN A MANNER WHICH DOES NOT CAUSE FLOODING OF EXISTING STREETS OR EROSION ON ABUTTING PROPERTIES. CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND MEETING REQUIREMENTS OF CDPHE WATER QUALITY CONTROL DIVISION DEWATERING PERMIT FOR ANY DEWATERING DISCHARGES.
5. ONSITE NATIVE MATERIAL CAN BE USED FOR STRUCTURAL BACKFILL IF APPROVED BY THE GEOTECHNICAL, CIVIL AND STRUCTURAL ENGINEERS, AS APPLICABLE. MATERIAL SHALL BE SCREENED, PLACED IN LIFTS AND COMPACTED PER GEOTECHNICAL ENGINEER'S RECOMMENDATION.
6. THE CONTRACTOR SHALL CERTIFY THAT ALL AGGREGATES USED ON THIS PROJECT ARE FREE FROM HAZARDOUS COMPONENTS IN EXCESS OF THE THRESHOLD CONCENTRATIONS ESTABLISHED BY THE E.P.A.
7. ANY MATERIAL NOT SUITABLE FOR EMBANKMENT OR BACKFILL SHALL BE REMOVED FROM THE SITE AND DISPOSED OF BY THE CONTRACTOR AS PART OF THE WORK.
8. ALL MATERIALS REQUIRING COMPACTION MUST MEET APPLICABLE CDOT EMBANKMENT OR STRUCTURAL BACKFILL STANDARDS.
9. PLACEMENT OF AGGREGATE BASE COURSE OR PAVING SHALL NOT BEGIN UNTIL THE ENGINEER HAS APPROVED THE SUBGRADE. EXISTING SUBGRADE MATERIAL SHALL BE SCARIFIED TO A DEPTH OF 12 INCHES, MOISTURE CONDITIONED AND RECOMPACTED. THE SUBGRADE SHALL BE PROOF ROLLED AND APPROVED BY THE ENGINEER PRIOR TO THE PLACEMENT OF ANY SUBSEQUENT STRUCTURAL LAYERS. AREAS THAT DEFORM UNDER HEAVY WHEEL LOADS AS DETERMINED BY THE ENGINEER ARE NOT STABLE AND SHALL BE REMOVED AND REPLACED TO ACHIEVE A STABLE SUBGRADE. THE ENGINEER SHALL APPROVE THE TYPE AND WEIGHT OF THE VEHICLE TO BE USED FOR THE PROOF ROLL. THE CONTRACTOR SHALL PROVIDE ALL EQUIPMENT AND LABOR NECESSARY FOR THE PROOF ROLL. PROOF ROLLING WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE WORK.
10. WATER FOR COMPACTION WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE WORK.
11. MOISTURE DENSITY CONTROL WILL BE REQUIRED FOR FULL DEPTH OF EMBANKMENTS AND AGGREGATE BASE COURSE IN PAVED AREAS.
12. ENSURE THAT DRAINAGE IS AWAY FROM ALL STRUCTURES IN ALL DIRECTIONS A MINIMUM OF 6 INCHES IN THE FIRST 10' OR 3 INCHES IN THE FIRST 10' IN PAVED OR CONCRETE AREAS, OR AS DIRECTED IN THE GEOTECHNICAL REPORT.

DEMOLITION AND REMOVALS

1. ALL SIGNS REMOVED FROM THE RIGHT-OF-WAY DURING CONSTRUCTION WILL BE RETURNED TO THE JURISDICTION, AS DIRECTED.
2. SAWCUT ALL ASPHALT AND CONCRETE PAVEMENT TO BE REMOVED. FINAL LIMITS OF REQUIRED SAWCUTTING AND PATCHING MAY VARY FROM LIMITS SHOWN ON PLANS. CONTRACTOR TO PROVIDE SAWCUT AND PATCH WORK TO ACHIEVE POSITIVE DRAINAGE AND A SMOOTH TRANSITION TO EXISTING ASPHALT WITHIN SLOPES ACCEPTABLE TO THE ENGINEER AND WITHIN MUNICIPAL STANDARDS. CONTRACTOR SHALL PROVIDE ADDITIONAL SAWCUTTING AND PATCHING AT UTILITY WORK, CONNECTION POINTS TO EXISTING PAVEMENT AND FEATURES, ETC. THAT MAY NOT BE DELINEATED ON PLANS.
3. ALL EXCESS MATERIALS GENERATED FROM THE SITE ARE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE DISPOSED OF PROPERLY. IF THERE ARE ANY EXCESS MILLINGS, THE CONTRACTOR SHALL PROVIDE TO THE TOWN.

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TOWN OF GRANBY
2ND & 3RD STREET PARKING LOTS

Rev #	Revision	Date	By:
1			
2			
3			

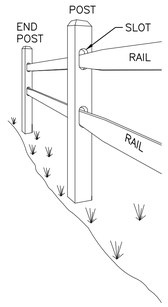
Project Milestone: PRELIMINARY NOT FOR CONSTRUCTION

Job No. 8133J-32
Drawn by: MWM
Print Date: 9/5/2025
QC: DJC | PE: MWM
File: 2nd&3rd-Admin

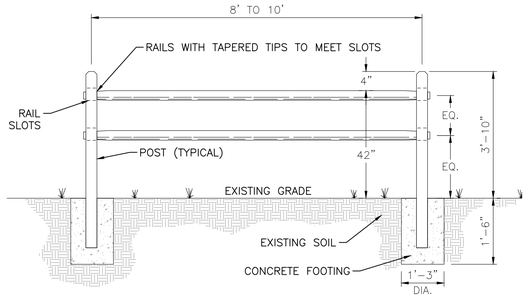
Title: GENERAL NOTES

Dwg No. 4
Of : 10

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PERSPECTIVE VIEW



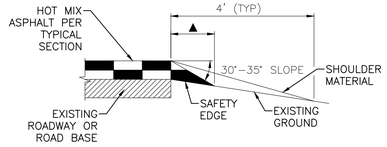
FRONT VIEW

NOTES:

1) ALL WOOD FOR SPLIT RAIL FENCE TO BE PRE MANUFACTURED.

2) END POST SHALL BE TERMINAL POST.

2– RAIL SPLIT RAIL FENCE DETAIL
N.T.S.

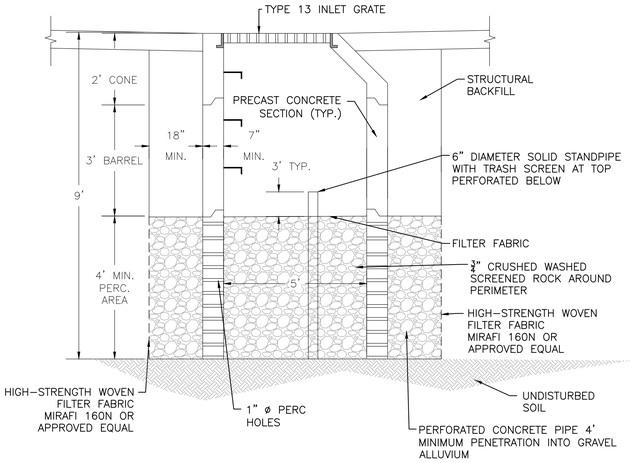


SAFETY EDGE DETAIL
N.T.S.

NOTES:

1. THE SAFETY EDGE WILL BE CONSTRUCTED AS PART OF THE ROADWAY PAVEMENT. A SHOULDER WEDGE DEVICE WILL BE ADDED TO THE SCREED OF THE PAVING MACHINE.
2. THE CONTRACTOR SHALL USE A SHOULDER WEDGE MAKER OR A SIMILAR DEVICE THAT PRODUCES THE SAME COMPACTION RESULTS.
3. SHORT SECTIONS OF HANDWORK WILL BE ALLOWED WHEN NECESSARY FOR TRANSITIONS AND TURNOUTS.
4. SITE PREPARATION AND ADDITIONAL EARTHWORK REQUIRED TO CONSTRUCT THE SAFETY EDGE WILL NOT PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE WORK.

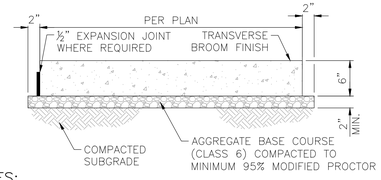
▲ SAFETY EDGE WITH A 30°–35° SLOPE AND SHOULDER MATERIAL.



NOTES:

1. DRYWELL DESIGN IS TO BE CONSIDERED WHEN OTHER DRAINAGE OPTIONS PROVE UNFEASIBLE.
2. DRYWELL DIAMETER AND DEPTH MUST BE BASED ON PROFESSIONAL HYDRAULIC CALCULATIONS (TAKING INTO ACCOUNT THE SURROUNDING SOIL'S PERCOLATION RATE).
3. DRYWELLS MUST BE CLEANED PERIODICALLY AND AS OFTEN AS NECESSARY TO KEEP THEM PERFORMING AT MAXIMUM CAPACITY.
4. ¾" SCREENED ROCK (WRAPPED IN WOVEN FILTER GEOTEXTILE) IS REQUIRED TO TRANSITION FROM DRYWELL TO NATIVE FILL.

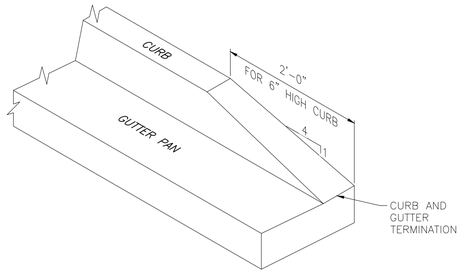
TYPE 13 INLET & DRYWELL
N.T.S.



NOTES:

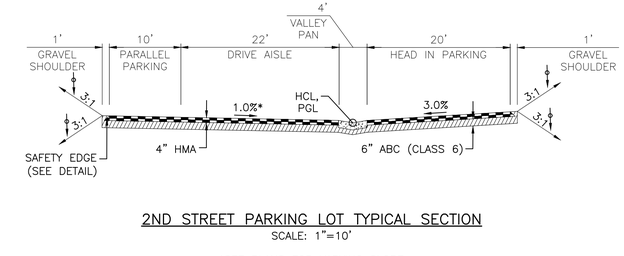
1. CONCRETE SHALL BE CDOT CLASS B OR D.
2. INCREASE SIDEWALK THICKNESS TO 6 INCH AT DRIVEWAYS AND LOCATIONS SHOWN ON PLANS.
3. TOOL OR SAWCUT DUMMY JOINTS AT INTERVALS EQUAL TO THE SIDEWALK WIDTH. JOINTS SHALL EXTEND INTO THE CONCRETE AT LEAST ¼ OF THE DEPTH AND SHALL BE APPROXIMATELY ⅛" WIDE. VERIFY METHOD OF JOINTING WITH ENGINEER PRIOR TO PLACING CONCRETE.
4. PLACE EXPANSION JOINTS AT INTERVALS NOT EXCEEDING 500 FEET AND AT DRIVEWAY INTERSECTIONS. FILL EXPANSION JOINTS WITH ½" THICK, FULL–DEPTH, PREFORMED EXPANSION JOINT MATERIAL.
5. EDGE ALL OUTSIDE EDGES AND TOOLED JOINTS WITH A ¼" RADIUS EDGING TOOL.
6. IMMEDIATELY UPON COMPLETION OF FINISHING, SIDEWALK SURFACE SHALL BE MOISTENED AND KEPT MOIST FOR 72 HOURS OR CURED WITH A MEMBRANE FORMING CURING COMPOUND.

CONCRETE SIDEWALK
SCALE: 1" = 1'



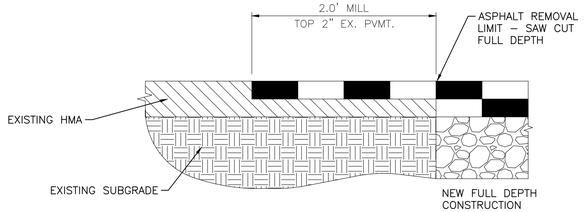
CURB TAPER DETAIL
NOT TO SCALE

ASPHALT DETAIL
N.T.S.

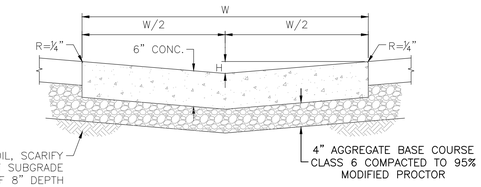


OVERFLOW SWALE DETAIL
SCALE: 1"=2'

EXCAVATION, GEOTEXTILE, RIVER COBBLE, TOPSOIL & SEEDING SHALL BE INCLUDED IN THE WORK AND TO BE PAID FOR UNDER ITEM NUMBER 207–00100.



PAVEMENT JOINT DETAIL
N.T.S.



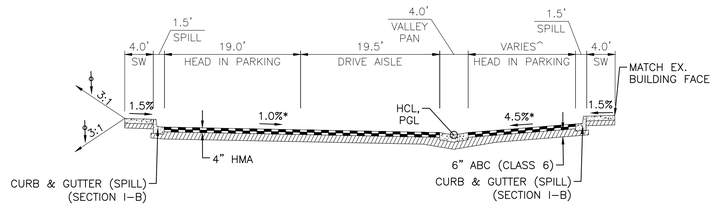
VALLEY PAN DETAIL
SCALE 1" = 1'

WIDTH (W)	HEIGHT (H)
4 FT.	2.0 INCH

2ND STREET PARKING LOT TYPICAL SECTION
SCALE: 1"=10'

*SEE PLANS FOR VARYING SLOPE

◊ = GRAVEL OR MILLINGS



3RD STREET PARKING LOT TYPICAL SECTION
SCALE: 1"=10'

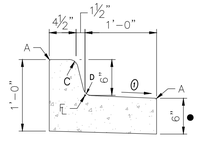
*SEE PLANS FOR VARYING SLOPE
^ SEE PLANS FOR VARYING WIDTH

GENERAL NOTES

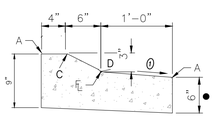
1. CONCRETE SHALL BE CLASS B.
2. PROFILE GRADE OF CURB AND GUTTER SHALL BE LOCATED AT THE FLOW LINE.
3. EXPANSION JOINTS SHALL BE INSTALLED WHEN ABUTTING EXISTING CONCRETE OR FIXED STRUCTURE. EXPANSION JOINT MATERIAL SHALL BE ½ IN. THICK AND SHALL EXTEND THE FULL DEPTH OF CONTACT SURFACE.
4. CONCRETE SHALL CONTAIN 1.5 POUNDS PER CUBIC YARD APPROVED POLYPROPYLENE FIBERS AND HAVE A NOMINAL AGGREGATE SIZE OF ⅜ IN.
5. PLACE 4 IN. ABC CLASS 6 BELOW CURB AND GUTTER.

(f) GUTTER CROSS SLOPES SHALL BE ½ IN./FT. WHEN DRAINING AWAY FROM CURB AND 1 IN./FT. WHEN DRAINING TOWARD CURB.

● WHEN TIE BARS ARE REQUIRED, THE GUTTER THICKNESS SHALL BE INCREASED TO THE PAVEMENT THICKNESS (T). BARS SHALL BE EPOXY–COATED #4 CONFORMING TO AASHTO M 284M AND SPACED AT 2'–6". THEY SHALL BE INSERTED T/2 AND 1/2 LENGTH INTO THE GUTTER.



CURB AND GUTTER TYPE 2
(SECTION IB)
6 IN. BARRIER – 1 FT. GUTTER
SCALE 1" = 1'



CURB AND GUTTER TYPE 2 (REDUCED)
(SECTION IM)
(3 IN. MOUNTABLE – 1 FT GUTTER)
SCALE 1" = 1'

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TOWN OF GRANBY
2ND & 3RD STREET PARKING LOTS

#	Revision	Date	By:
1			
2			
3			

Project Milestone: PRELIMINARY NOT FOR CONSTRUCTION

Job No.	8133J-32
Drawn by:	MWM
Print Date:	9/5/2025
QC: DJC	PE: MWM
File:	2nd&3rd-Admin

Title:

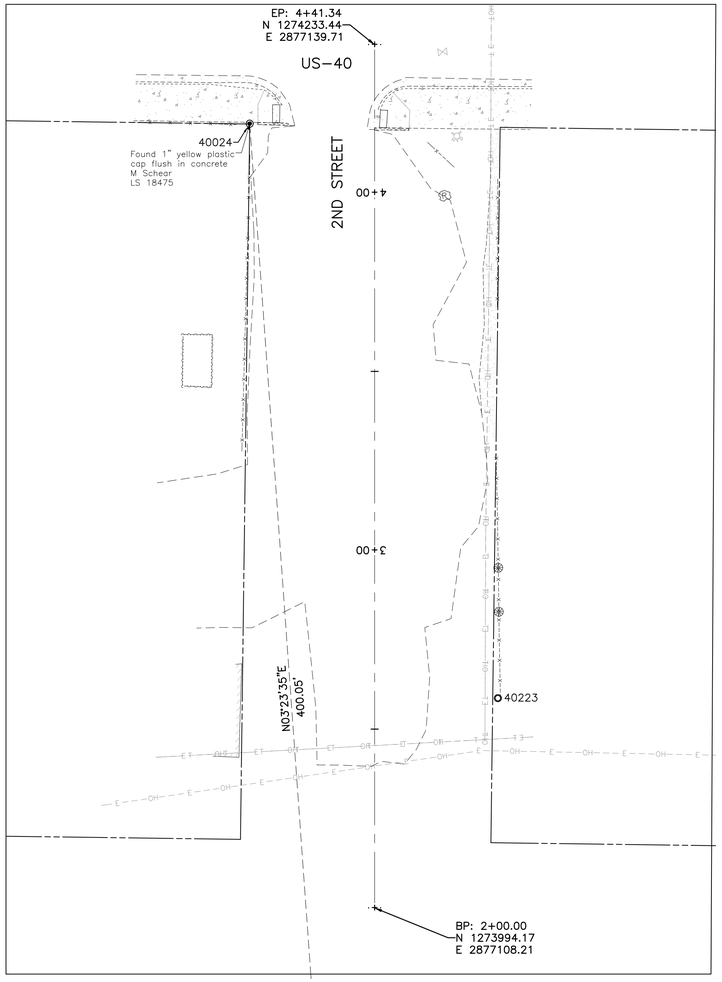
TYPICAL SECTIONS & DETAILS

Dwg No. 5

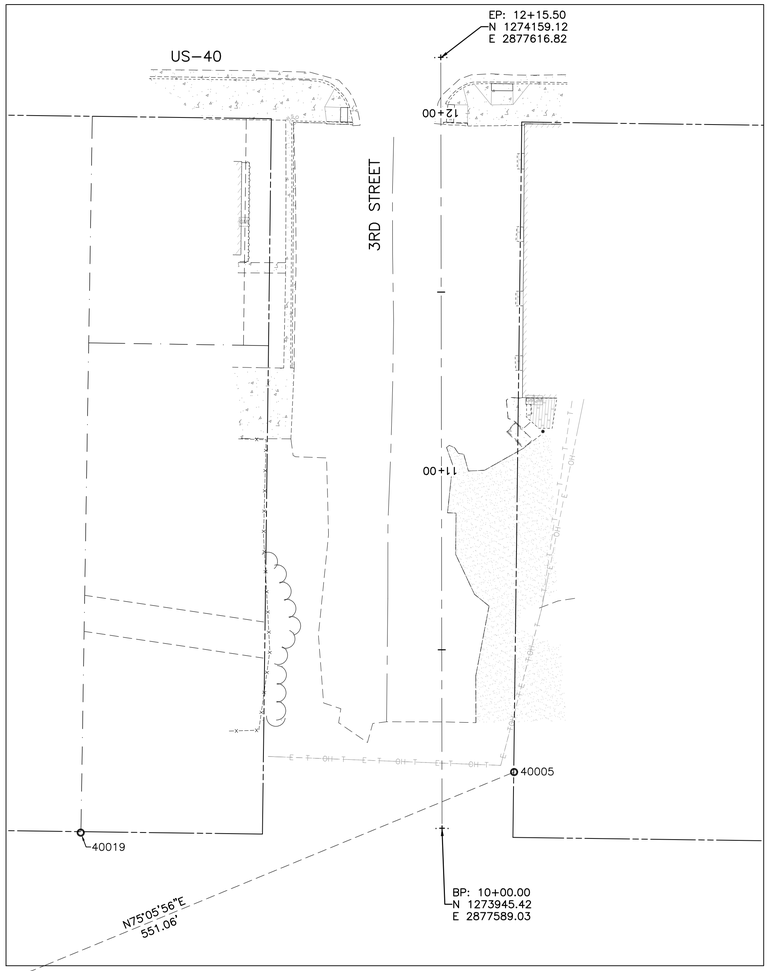
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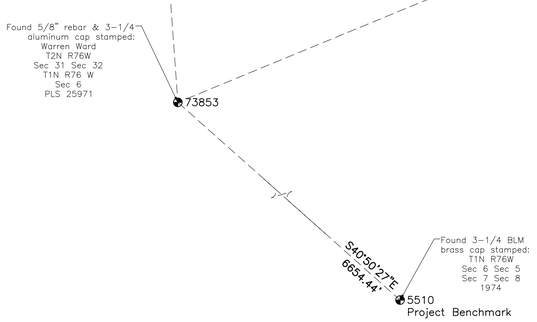
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2ND STREET CONTROL DIAGRAM



3RD STREET CONTROL DIAGRAM





POINT TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
5510	1268782.48	2881430.27	8002.24	3-1/4" BLM Brass Cap
40005	1273958.47	2877611.07	7969.46	5/8" Rebar
40019	1273957.49	2877488.78	7951.31	5/8" Rebar 0.4' above ground surface
40024	1274216.11	2877102.21	7974.26	1" Yellow Plastic Cap flush in concrete
40223	1274047.82	2877150.02	7972.03	1/2" Rebar 0.3' above ground surface
73853	1273816.76	2877078.54	7942.71	5/8" Rebar with 3-1/4" Aluminum Cap

COORDINATE DEFINITION

Coordinate System: US State Plane 1983 (Modified to ground)
Coordinate Zone: Colorado North 0501
Coordinate Datum: NAD83 (2011)
Geoid Model: GEOID 12a (Conus)

Project Latitude: N40°04'13.51334"
Project Longitude: W105°55'25.21292"

Project Northing: 1268782.477
Project Easting: 28814302.270
Project Height: 8002.237 ft

Ground Scale Factor: 1.000418151

Graphic Scale
0 10 20 40
In Feet: 1" = 20'

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TOWN OF GRANBY

2ND & 3RD STREET PARKING LOTS

#	Revision	Date	By:
1			
2			
3			

Project Milestone: PRELIMINARY NOT FOR CONSTRUCTION

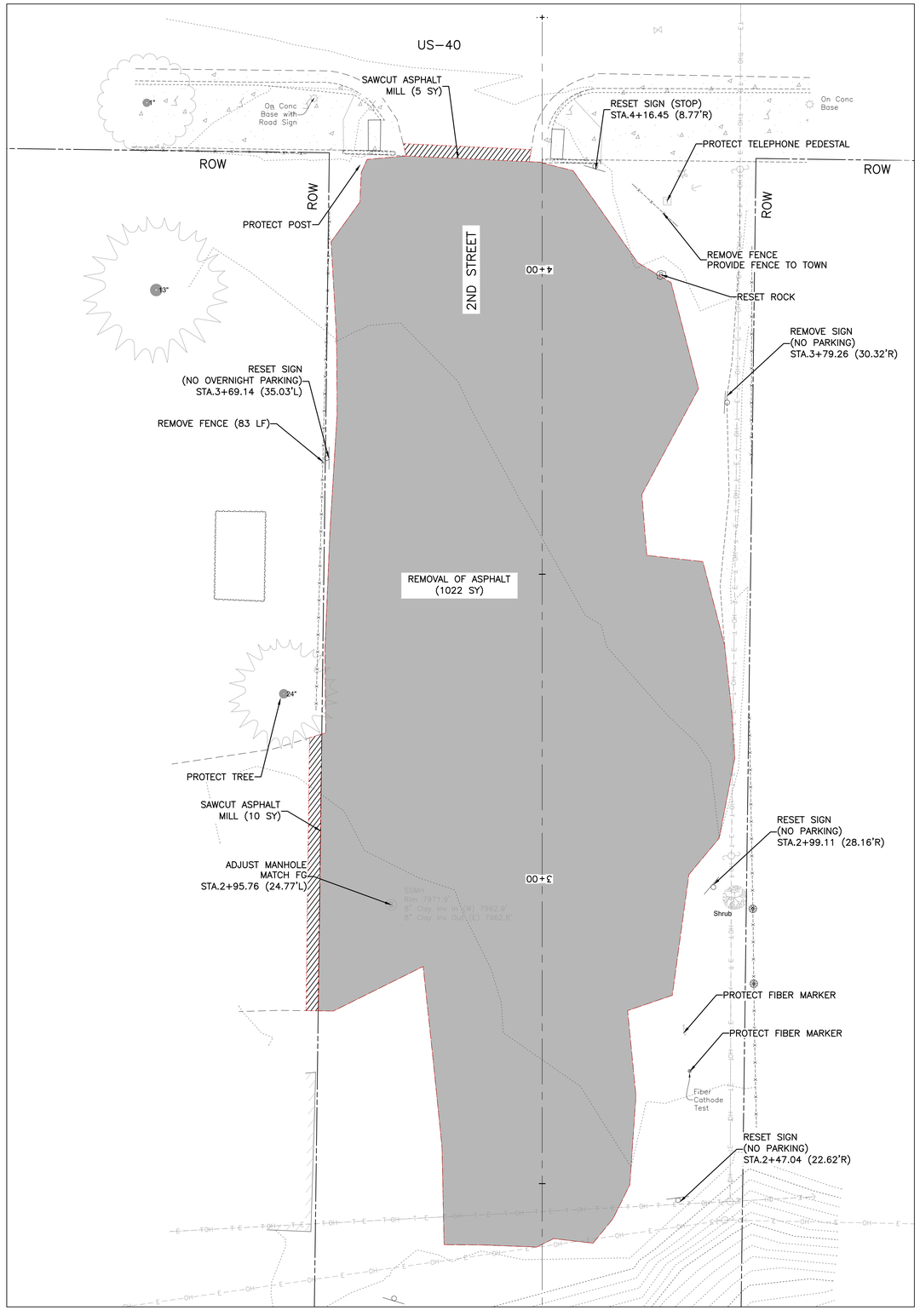
Job No. 8133J-32
Drawn by: MWM
Print Date: 9/5/2025
QC: DJC PE: MWM
File: 2nd&3rd-SurveyControlDiagram

Title: SURVEY CONTROL DIAGRAM

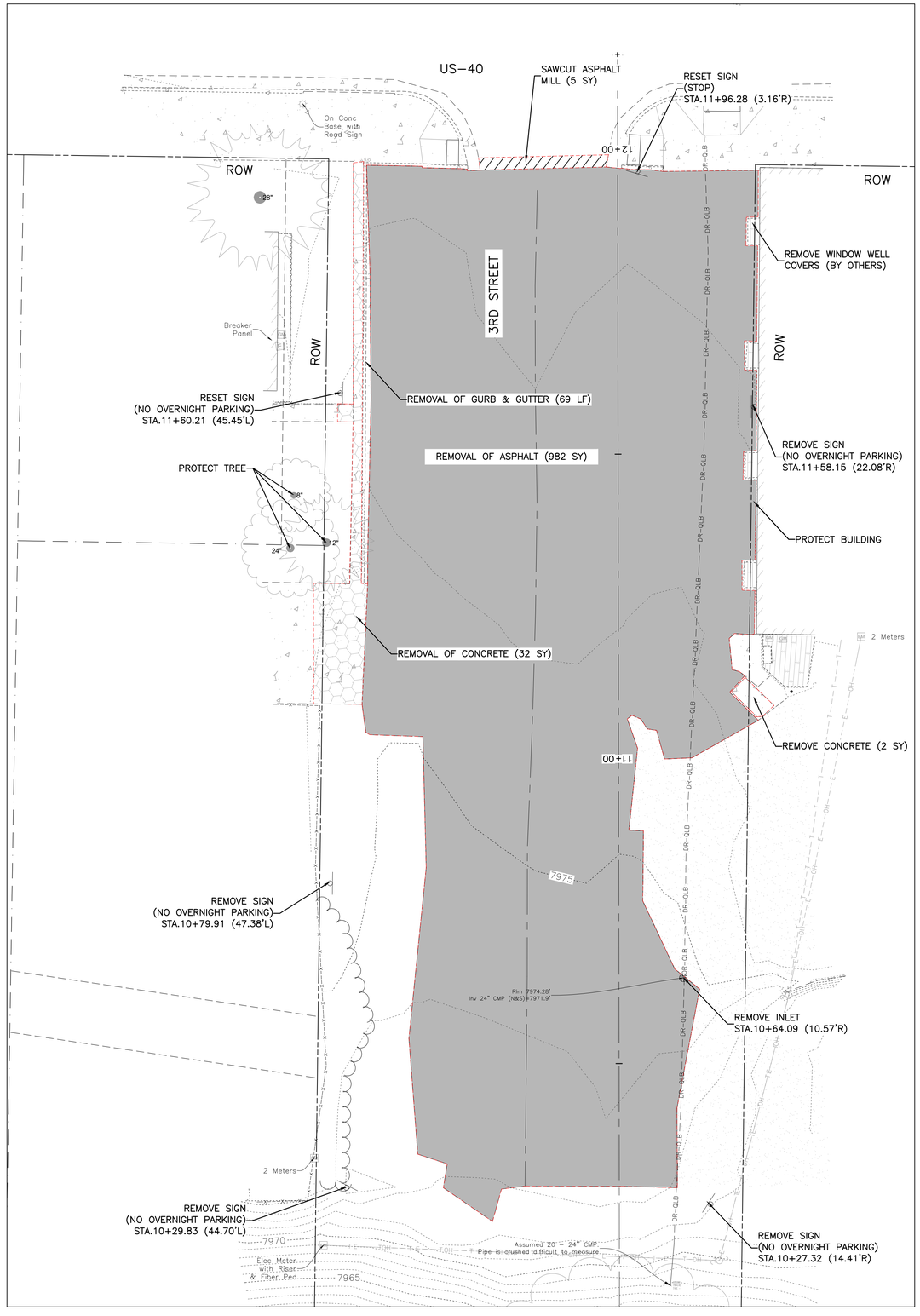
Dwg No. 6

Of: 10

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2ND STREET REMOVAL PLAN



3RD STREET REMOVAL PLAN

NOTE:

1. PROVIDE SIGN REMOVALS TO TOWN.

Graphic Scale
0 5 10 20
In Feet: 1" = 10'

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TOWN OF GRANBY
2ND & 3RD STREET PARKING LOTS

#	Revision	Date	By
1			
2			
3			

Project Milestone: PRELIMINARY NOT FOR CONSTRUCTION

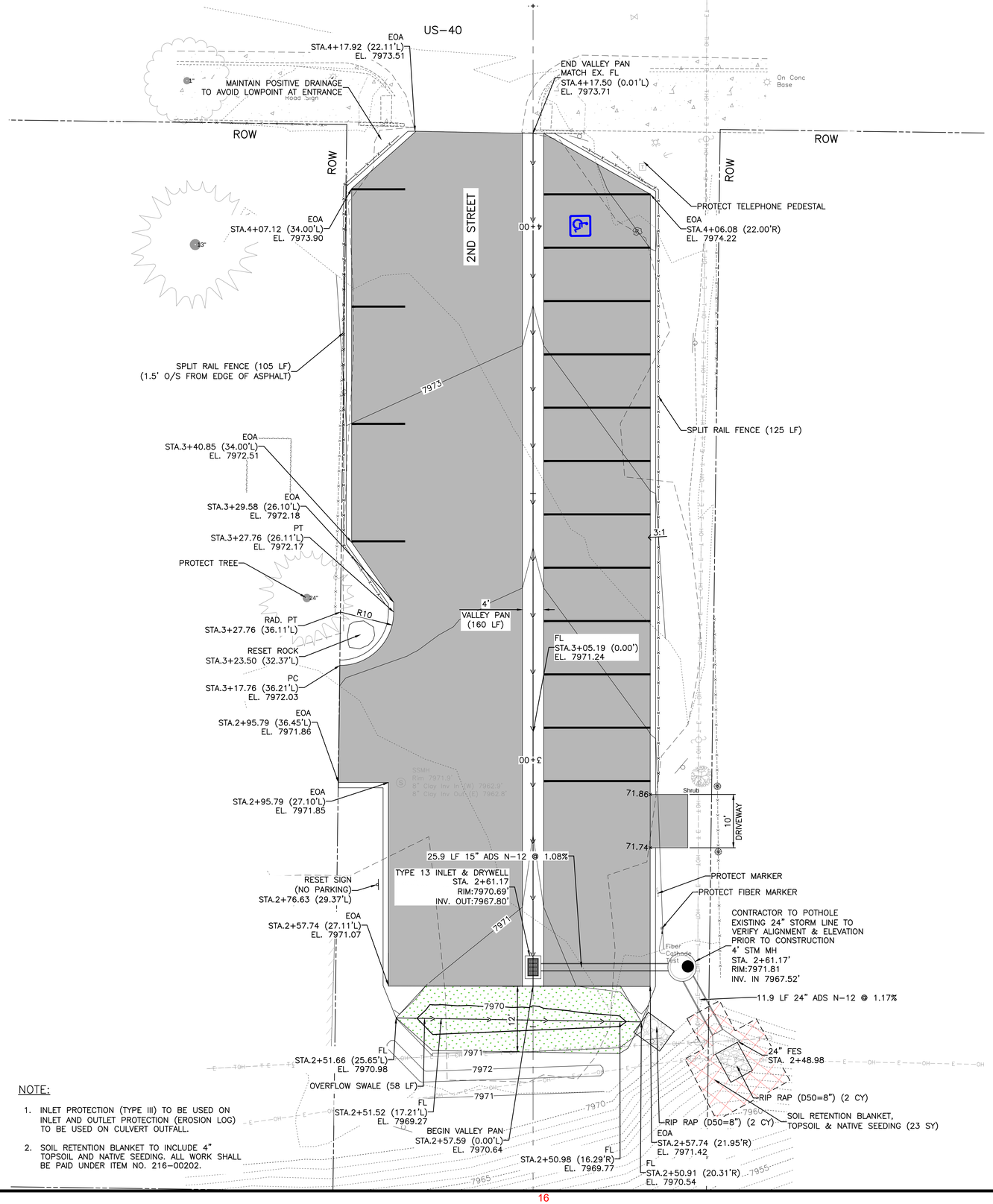
Job No.	8133J-32
Drawn by:	MWM
Print Date:	9/5/2025
QC: DJC	PE: MWM
File:	2nd&3rd-Removal

Title: REMOVAL PLAN

Dwg No. 7

Of: 10

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NOTE:

1. INLET PROTECTION (TYPE III) TO BE USED ON INLET AND OUTLET PROTECTION (EROSION LOG) TO BE USED ON CULVERT OUTFALL.
2. SOIL RETENTION BLANKET TO INCLUDE 4" TOPSOIL AND NATIVE SEEDING. ALL WORK SHALL BE PAID UNDER ITEM NO. 216–00202.

Graphic Scale
0 5 10 20
In Feet: 1" = 10'

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TOWN OF GRANBY

2ND & 3RD STREET PARKING LOTS

#	Revision	Date	By:
1			
2			
3			

Project Milestone: PRELIMINARY NOT FOR CONSTRUCTION

Job No.	8133J-32
Drawn By:	MWM
Print Date:	9/5/2025
QC: DJC PE:	DJC
File:	2nd&3rd-Grading

Title:

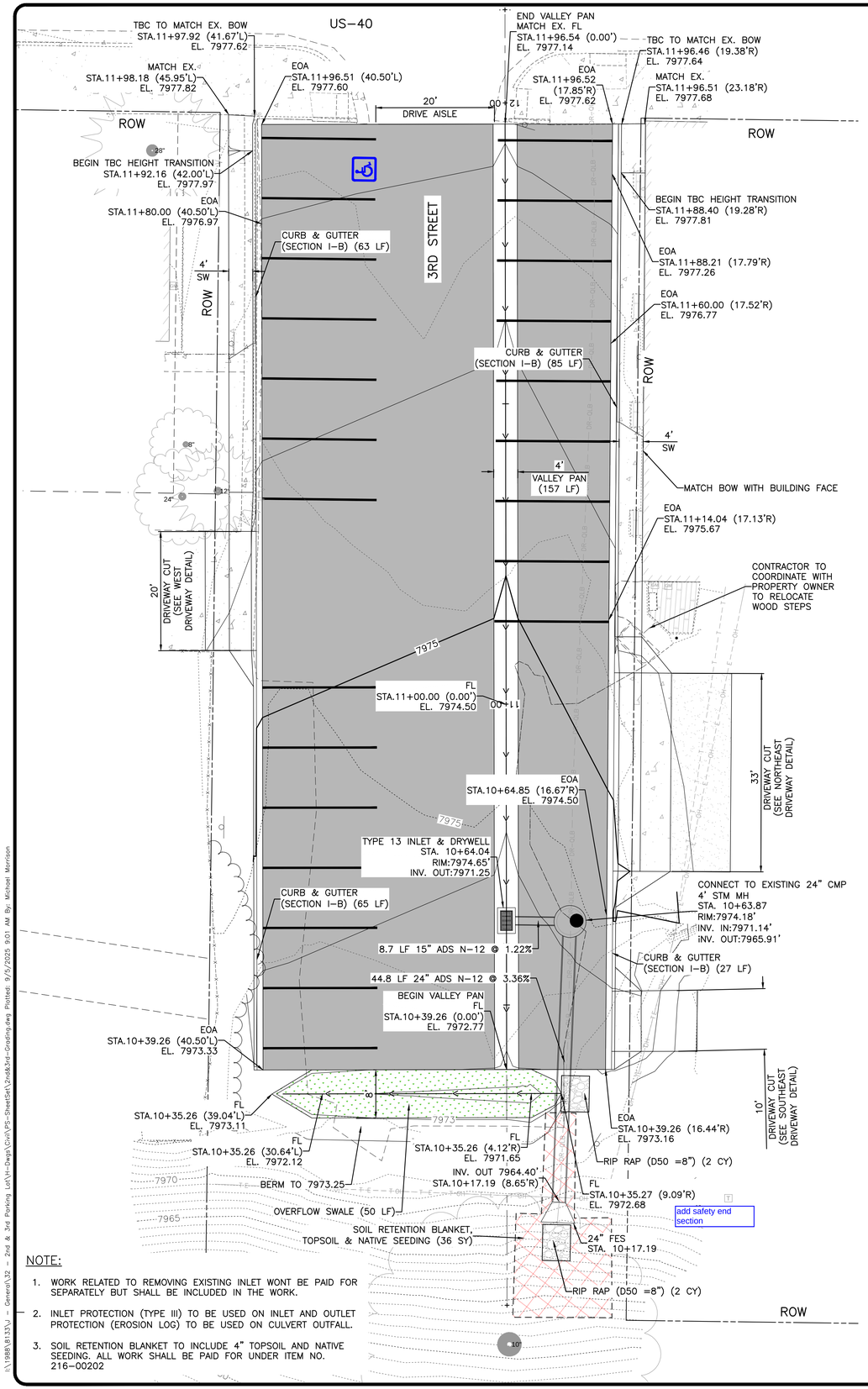
2ND STREET
GRADING PLAN

Dwg No.

8

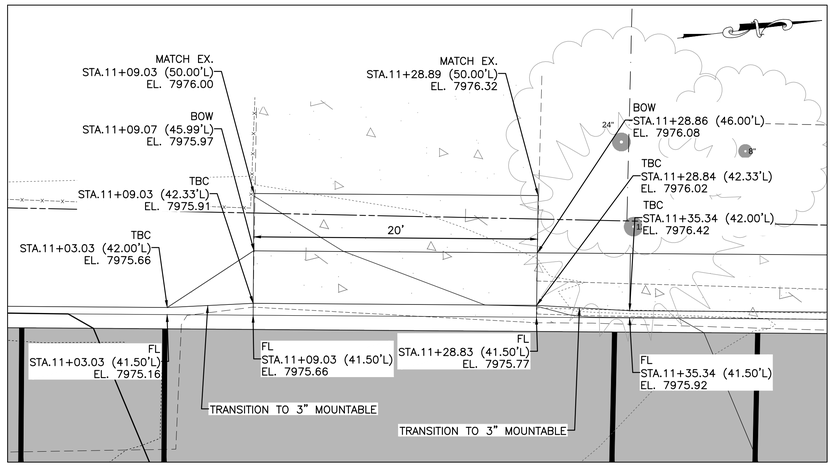
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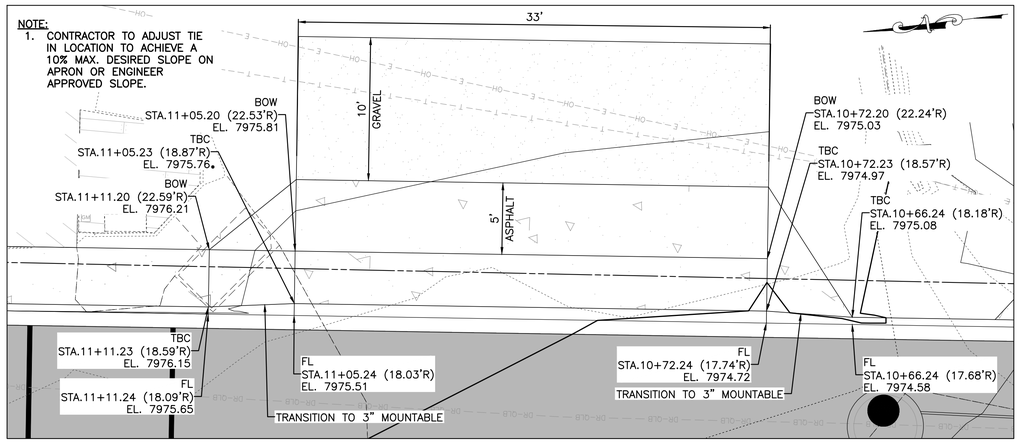


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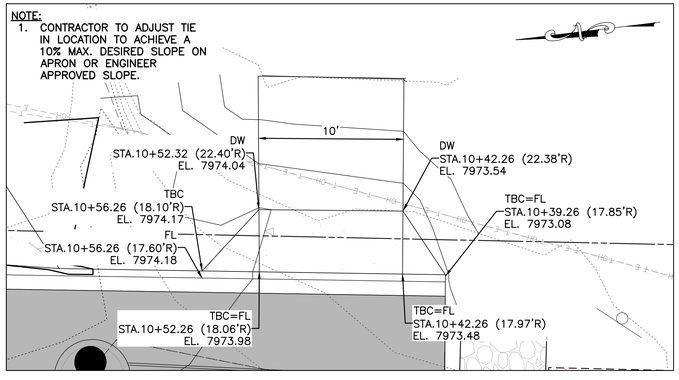
1. WORK RELATED TO REMOVING EXISTING INLET WONT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE WORK.
2. INLET PROTECTION (TYPE III) TO BE USED ON INLET AND OUTLET PROTECTION (EROSION LOG) TO BE USED ON CULVERT OUTFALL.
3. SOIL RETENTION BLANKET TO INCLUDE 4" TOPSOIL AND NATIVE SEEDING. ALL WORK SHALL BE PAID FOR UNDER ITEM NO. 216-00202



WEST DRIVEWAY DETAIL
SCALE: 1"=5'



NORTHEAST DRIVEWAY DETAIL
SCALE: 1"=5'



SOUTHEAST DRIVEWAY DETAIL
SCALE: 1"=5'

Graphic Scale
0 5 10 20
In Feet: 1" = 10'

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TOWN OF GRANBY

2ND & 3RD STREET PARKING LOTS

No.	Revision	Date	By:
1	Project Milestone: PRELIMINARY NOT FOR CONSTRUCTION		

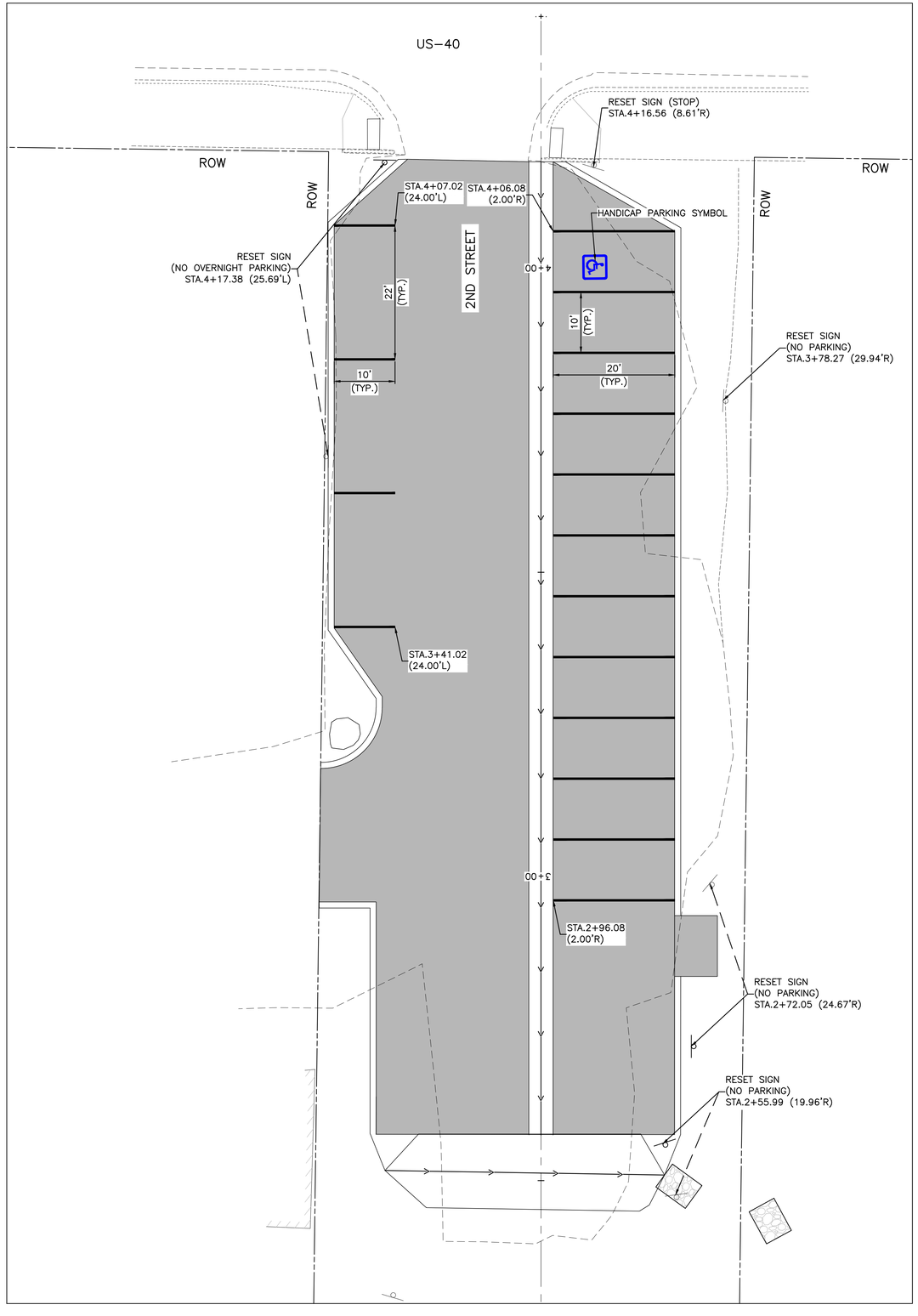
Job No. 8133J-32
Drawn by: MWM
Print Date: 9/5/2025
QC: DJC | PE: MWM
File: 2nd&3rd-Grading

Title:

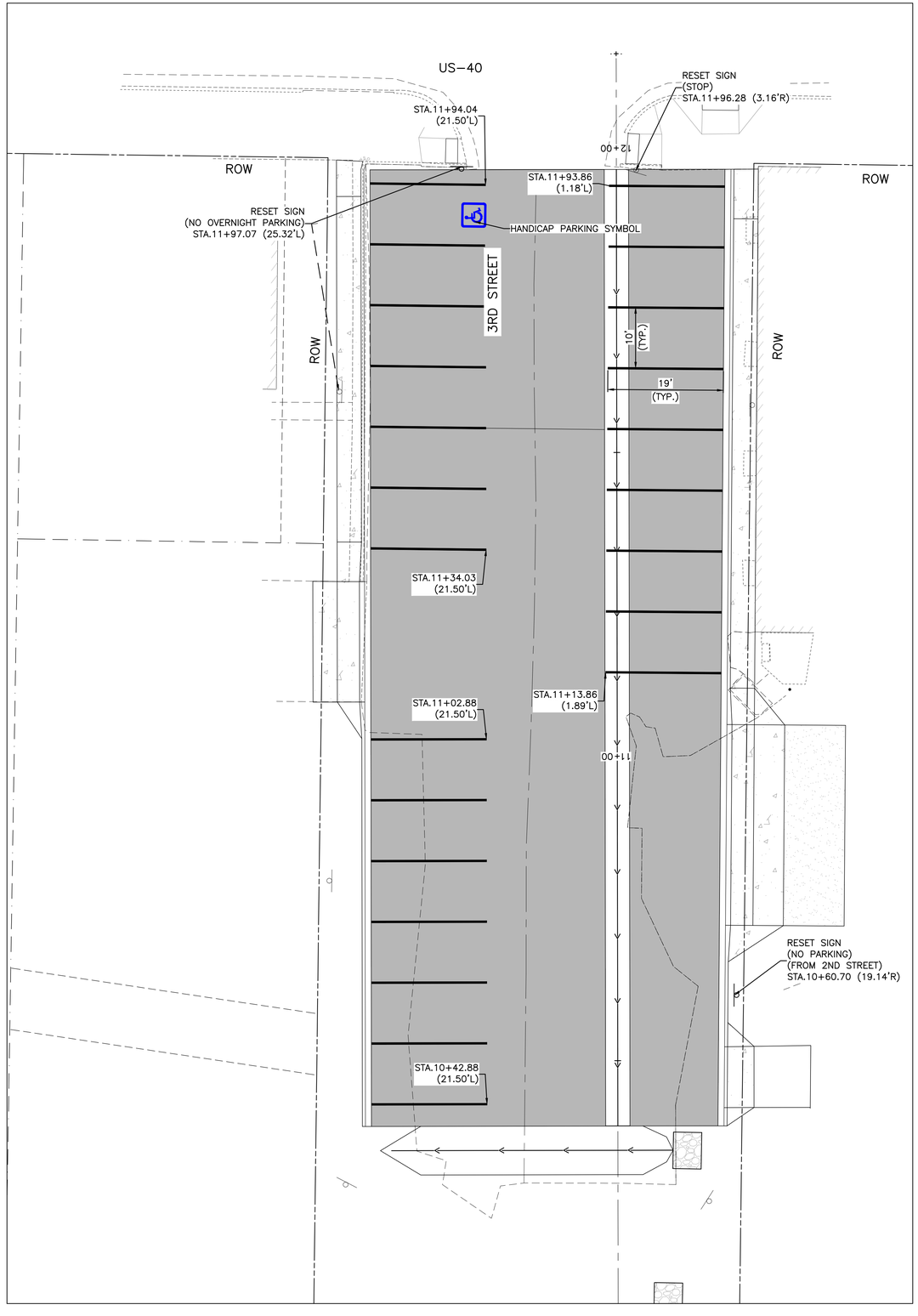
3RD STREET
GRADING PLAN

Dwg No.
9
Of : 10

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2ND STREET SIGNING & STRIPING PLAN



3RD STREET SIGNING & STRIPING PLAN

Graphic Scale
0 5 10 20
In Feet: 1" = 10'

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TOWN OF GRANBY

2ND & 3RD STREET PARKING LOTS

#	Revision	Date	By:
1			
2			
3			

Project Milestone: PRELIMINARY NOT FOR CONSTRUCTION

Job No.	8133J-32
Drawn by:	MWM
Print Date:	9/5/2025
QC: DJC	PE: MWM
File:	2nd&3rd-SS

Title:

SIGNING & STRIPING PLAN

Dwg No.

10

Of : 10

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ENGINEER'S OPINION OF PROBABLE COST (EOPC)

PROJECT: 2nd & 3rd Street Parking Lots
SGM NO.: 8133J-32
DATE: 11/24/2025 **EOPC LEVEL:** 100%
PREPARED BY: Michael Morrison & Dan Cokley

TABULATED CONSTRUCTION ITEMS	ESTIMATED COST	% OF (a)
Removals and Resets	$ 48,500	9.3%
Earthwork (Excavation)	$ 48,000	9.2%
Erosion Control (BMPs, Topsoil)	$ 13,500	2.6%
Surfacing (Base Course, Pavement, Sidewalk)	$ 163,000	31.1%
Roadway (Curb & Gutter & Fence)	$ 117,000	22.3%
Drainage (Pipes, Inlets, Manholes)	$ 59,500	11.4%
Signing and Striping	$ 3,000	0.6%
Traffic Control during Construction	$ 12,500	2.4%
Miscellaneous (Equipment, Potholing, Surveying)	$ 16,500	3.2%
Mobilization	$ 42,000	8.0%
SUBTOTAL OF CONSTRUCTION ITEMS:	**$ 523,500 (a)**	

OTHER PROJECT COSTS & ALLOWANCES	ESTIMATED COST	% OF (a)
Construction Management (Inspection & Testing)	$ 42,000	8.0%
SUBTOTAL OF OTHER PROJECT COSTS:	**$ 42,000 (b)**	

ENGINEER'S OPINION OF CONSTRUCTION COSTS:	**$565,500**

NOTES:

1. Unit prices used in developing this EOPC were based on cost estimate data from recent CDOT Cost Data Book(s) compiled by the CDOT Engineering and Market Analyis Unit and SGM's database of similar projects.
2. Unit prices and total costs are based on Present Value dollars. Adjustments should be made for years beyond the present year if actual construction occurs in a future year.
3. This EOPC was prepared on the basis of SGM's experience and qualifications and represents SGM's judgment as a professional generally familiar with the industry. However, since SGM has no control over the cost of labor, materials, equipment, or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, SGM cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from SGM's EOPC.

I:\1988\81133\J - GENERAL\36 - MESA RRFB\H-DWGS\CIVIL\PS-SHEETSET\MESAPEDXING-SITEPLAN.DWG Plotted: 12/2/2025 12:29 PM By: Sam Jordan

MEADOW ROAD

MESA STREET

W. AGATE AVE.

ROW

GRAND COUNTY

PINE CONE PLAZA LLC

TYPE 2 CURB RAMP

TYPE 1 CURB RAMP

8.0' SIDEWALK

9.2' SIDEWALK

42.0' CROSSWALK

60.0' CROSSWALK

4' TYPE 2 GUTTER

CURB & GUTTER TYPE 2 (IIB)

7940

7935

7930

51 + 00

52 + 00

Graphic Scale

0 10 20 40

In Feet: 1" = 20'

90% PLANS

DECEMBER 2025

Computer File Information	
Print Date:	12/2/25
Last Modification Date:	11/24/25
Drawing File Name:	MesaPedXing-SitePlan
Autocad Ver. 2022	Scale: As Shown
SGM Project No.: 08133J	Quality Control: DJC

Sheet Revisions			
Rev.	Date	Comments	Init.
1			

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20

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Revised:
Void:

MESA RRFB
OVERALL SITE PLAN

Engineer:	DJC	Structure Numbers	--
Drawn By:	SRJ		--
Sheet Subset:	SITE	Subset Sheets:	1 of 1

Project No./Code	
--	
--	
Sheet Number	7

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① PROP. RRFB (SOLAR)(BI-DRECTIONAL)

S1-1
36X36(2)



RRFB(2)

W16-7P(L/R)
30X18(2)



W11-501
12X12(2)



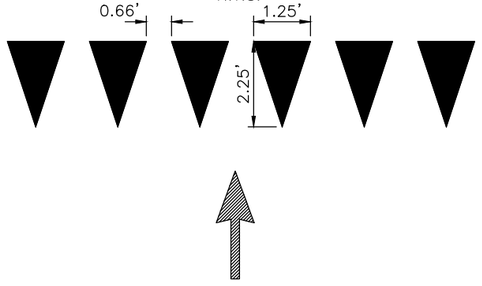
R10-25
9X12(2)



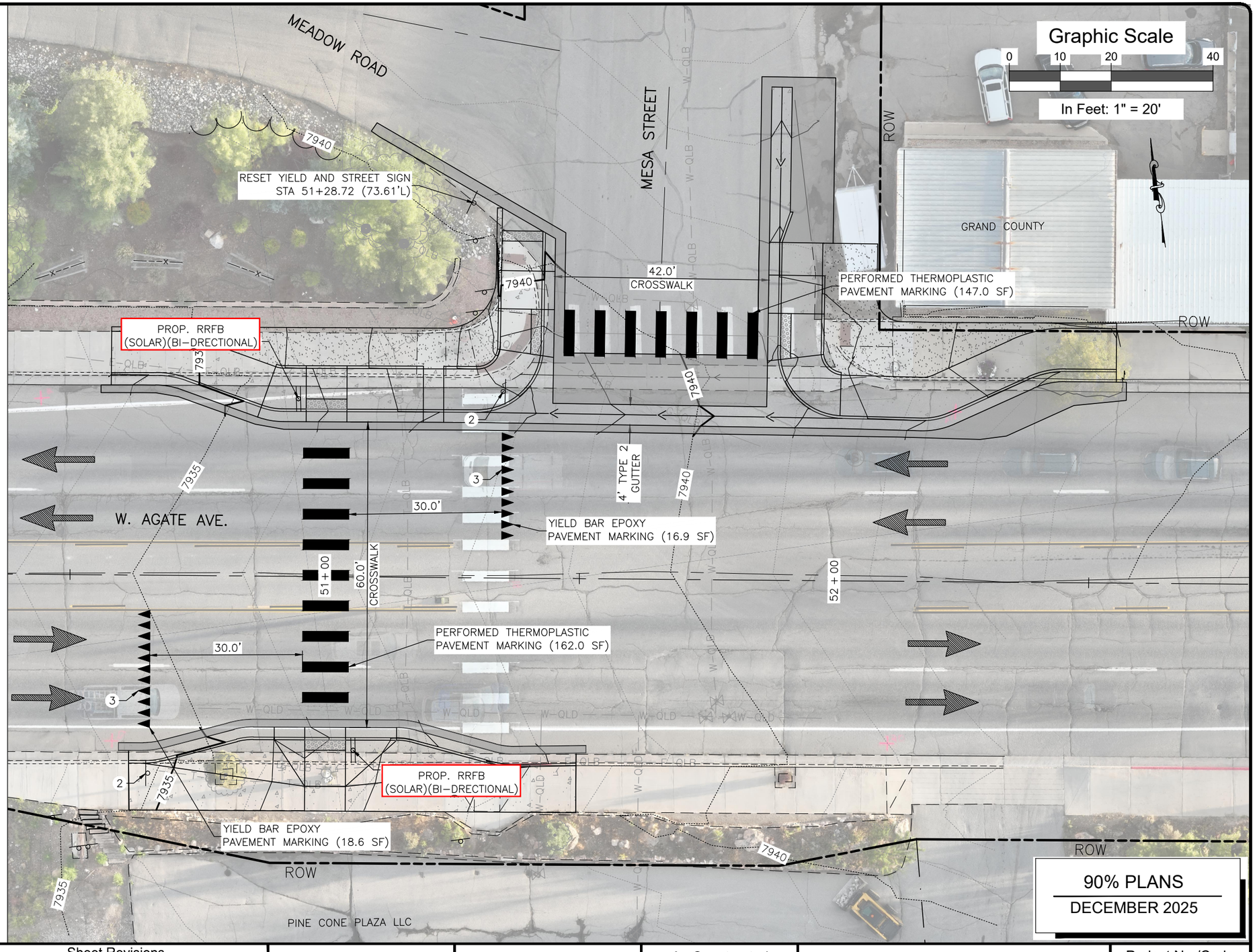
② R1-5A(L)
36X36



③ YIELD BAR PAVEMENT MARKING
N.T.S.



DIRECTION OF TRAVEL



90% PLANS
DECEMBER 2025

Computer File Information	
Print Date:	12/2/25
Last Modification Date:	12/2/25
Drawing File Name:	MesaPedXing-S&S
Autocad Ver. 2022	Scale: As Shown
SGM Project No.: 08133J	Quality Control: DJC

Sheet Revisions			
Rev.	Date	Comments	Init.
1			

GRANBY COLORADO 1905

21

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As Constructed
No Revisions:
Revised:
Void:

MESA RRFB
MESA & AGATE AVE SIGNING & STRIPING

Engineer:	DJC	Structure Numbers	--
Drawn By:	SRJ		--
Sheet Subset:	SS	Subset Sheets:	1 of 1

Project No./Code	
--	
--	
Sheet Number	19

ENGINEER'S OPINION OF PROBABLE COST (EOPC)

PROJECT:	Mesa Street RRFB		
SGM NO.:	8133j-36	**CDOT NO:**	N/A
DATE:	12/3/2025	**EOPC LEVEL:**	90%
PREPARED BY:	MWM	**REVIEWED BY:**	DJC

TABULATED CONSTRUCTION ITEMS	ESTIMATED COST	% OF (a)
Removals and Resets	$ 54,500	16.1%
Earthwork (Excavation, Embankment)	$ 3,000	0.9%
Erosion Control (BMPs, ECM)	$ 5,000	1.5%
Surfacing (Base Course, Pavement, Sidewalk)	$ 35,000	10.3%
Roadway (Curb & Gutter)	$ 99,500	29.4%
Signing and Striping	$ 41,000	12.1%
Traffic Control during Construction	$ 40,000	11.8%
Miscellaneous (Equipment, Potholing, Surveying)	$ 10,500	3.1%
Mobilization	$ 40,000	11.8%
Force Accounts (MCRs)	$ 10,000	3.0%
SUBTOTAL OF CONSTRUCTION ITEMS:	**$ 338,500 (a)**	

OTHER PROJECT COSTS & ALLOWANCES	ESTIMATED COST	% OF (a)
Construction Management (Inspection & Testing)	$ 35,000	10%
Contingency	$ 20,000	5%
SUBTOTAL OF OTHER PROJECT COSTS:	**$ 55,000 (b)**	

ENGINEER'S OPINION OF CONSTRUCTION COSTS:	**$393,500**

NOTES:

1. Unit prices used in developing this EOPC were based on cost estimate data from recent CDOT Cost Data Book(s) compiled by the CDOT Engineering and Market Analyis Unit and SGM's database of similar projects.
2. Unit prices and total costs are based on Present Value dollars. Adjustments should be made for years beyond the present year if actual construction occurs in a future year.
3. This EOPC was prepared on the basis of SGM's experience and qualifications and represents SGM's judgment as a professional generally familiar with the industry. However, since SGM has no control over the cost of labor, materials, equipment, or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, SGM cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from SGM's EOPC.

ENGINEER'S OPINION OF PROBABLE COST - UNIT PRICE ANALYSIS

CATEGORY (1)	CONTRACT REF. NO.	CONTRACT ITEM	UNIT	QUANTITY ROADWAY	ENGINEER'S ESTIMATE UNIT COST	EXTENDED COSTS ROADWAY
REM	201-00000	Clearing and Grubbing	L S	1	$ 2,500.00	$ 2,500.00
REM	202-00200	Removal of Sidewalk	SY	246	$ 65.00	$ 15,990.00
REM	202-00202	Removal of Gutter	LF	64	$ 40.00	$ 2,560.00
REM	202-00203	Removal of Curb and Gutter	LF	246	$ 42.50	$ 10,455.00
REM	202-00220	Removal of Asphalt Mat	SY	353	$ 25.00	$ 8,825.00
REM	202-00240	Removal of Asphalt Mat (Planing)	SY	157	$ 40.00	$ 6,280.00
REM	202-00250	Removal of Pavement Marking	SF	377	$ 5.00	$ 1,885.00
REM	202-00810	Removal of Ground Sign	EACH	2	$ 500.00	$ 1,000.00
EW	203-00060	Embankment Material (Complete In Place)	CY	32	$ 100.00	$ 3,200.00
MISC	203-01597	Potholing	HOUR	8	$ 400.00	$ 3,200.00
EC	208-00200	Erosion Control Management	L S	1	$ 5,000.00	$ 5,000.00
REM	210-00750	Reset Light Standard	EACH	1	$ 5,000.00	$ 5,000.00
SS	210-00810	Reset Ground Sign	EACH	1	$ 750.00	$ 750.00
RDWY	213-00067	Rock Mulch (Weed Free)	SF	1035	$ 7.50	$ 7,762.50
SURF	304-06000	Aggregate Base Course (Class 6)	TON	193	$ 90.00	$ 17,370.00
SURF	403-34721	Hot Mix Asphalt (Grading SX) (75) (PG 58-28)	TON	78	$ 225.00	$ 17,550.00
SURF	411-10255	Emulsified Asphalt (Slow-Setting)	GAL	0	$ 300.00	$ -
RDWY	412-00600	Concrete Pavement (6 Inch)	SY	11	$ 175.00	$ 1,925.00
RDWY	420-00200	Geotextile (Weed Barrier)	SY	115	$ 5.00	$ 575.00
RDWY	608-00000	Concrete Sidewalk	SY	200	$ 125.00	$ 25,000.00
RDWY	608-00010	Concrete Curb Ramp	SY	148	$ 230.00	$ 34,040.00
RDWY	608-00015	Detectable Warnings	SF	68	$ 100.00	$ 6,800.00
RDWY	609-21020	Curb and Gutter Type 2 (Section II-B)	LF	181	$ 80.00	$ 14,480.00
RDWY	609-24004	Gutter Type 2 (4 Foot)	LF	70	$ 125.00	$ 8,750.00
SS	614-80003	Rectangular Rapid Flashing Beacon	EACH	2	$ 12,500.00	$ 25,000.00
MISC	625-00000	Construction Surveying	L S	1	$ 7,500.00	$ 7,500.00
MOB	626-00000	Mobilization	L S	1	$ 40,000.00	$ 40,000.00
SS	627-00070	Preformed Thermoplastic Pavement Marking	SF	309	$ 50.00	$ 15,450.00
TC	630-00016	Traffic Control (Special) LS	L S	1	$ 40,000.00	$ 40,000.00
FA	700-70010	F/A Minor Contract Revisions	F A	1	$ 10,000.00	$ 10,000.00
						$ 339,000.00

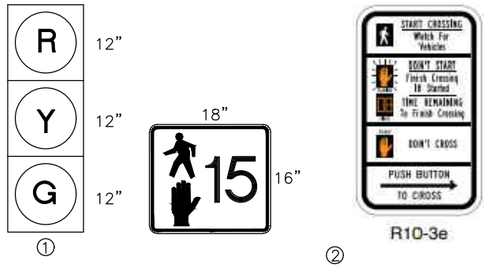
POLE LOCATIONS

POLE NO.	LOCATION		DRILLED CAISSON	BASE PLATE
	STATION	OFFSET		
P1	10+37.38	48.15' L	48" X 21'	32" DIA
P2	11+10.11	49.26' L	36" X 15'	27" DIA
P3	11+06.73	49.05' R	48" X 21'	32" DIA
P4	10+59.40	43.06' R	18" X 5'	1' X 1'
P5	10+46.73	43.15' R	18" X 5'	1' X 1'

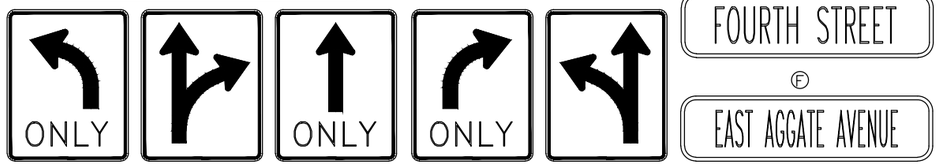
3" CONDUIT LENGTHS

RUN	LENGTH (FT)
P1–P2	70
P2–P3	86
P3–P4	60
P4–P1	88

PROPOSED SIGNAL HEADS



PROPOSED TRAFFIC SIGNS

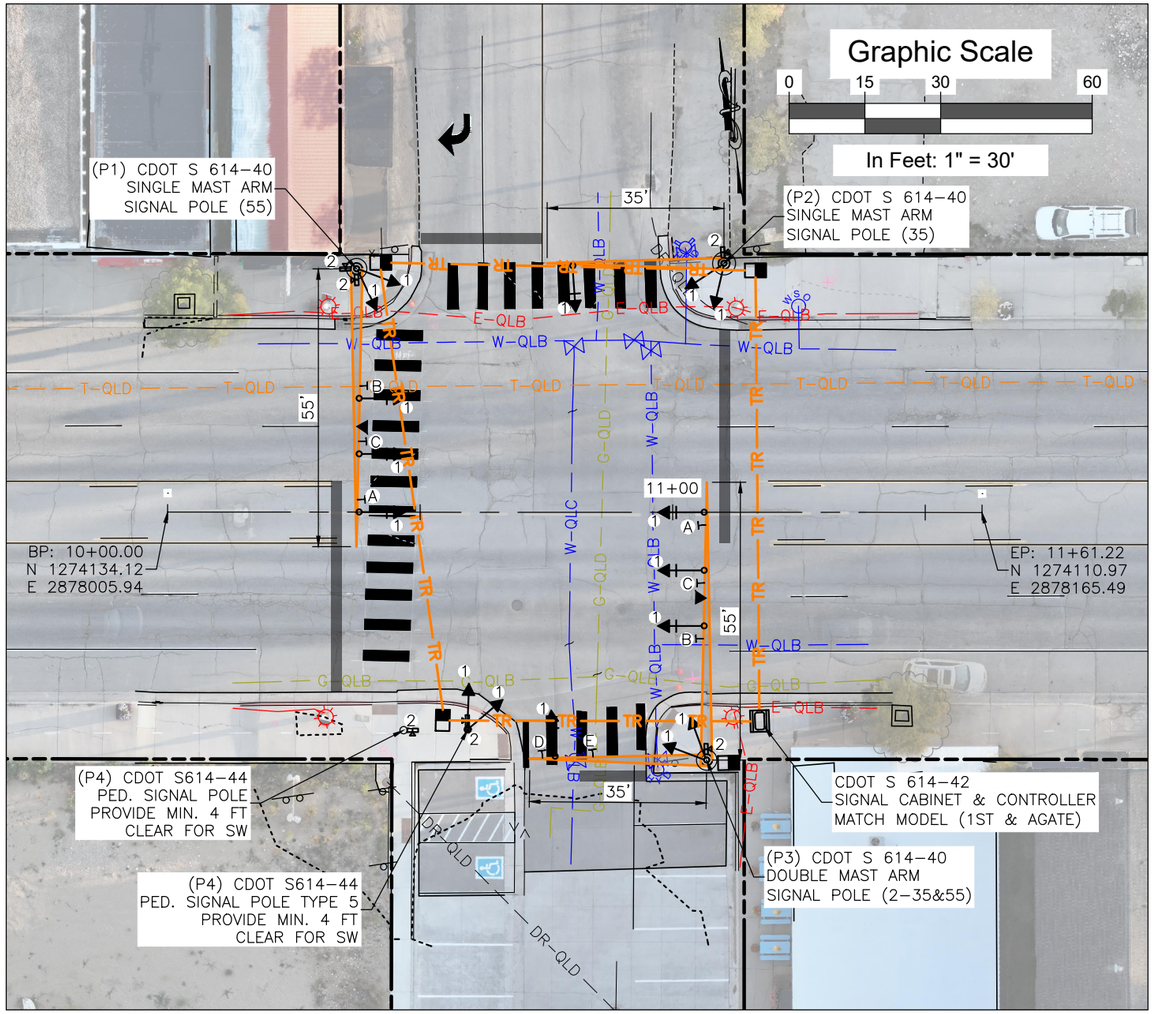


(RT. NOTED)

ALL VEHICLE SIGNALS SHALL BE BLACK IN COLOR AND APPROVED LED TYPE.
ALL VEHICLE SIGNAL HEADS SHALL BE POLYCARBONATE WITH 12–INCH SECTIONS AND TUNNEL VISORS.

LEGEND

SYMBOL	ITEM
	SIGNAL HEAD WITH BACKPLATE
	SIGNAL HEAD WITHOUT BACKPLATE
	PED. SIGNAL HEAD AND SIGN ②
	PULL BOX – TYPE 4
	PULL BOX – TYPE 5
	MAST ARM OR POLE MOUNTED SIGN
	TRAFFIC CAMERA
TR TR	CONDUIT – PVC SCHEDULE 80
	SIGNAL POLE WITH MAST ARM



I:\1988\08133\J – GENERAL\40 – 4THSTSIGNAL\H–DWGS\CIVIL\MISCDWGS\4TH–6THAGATE–SIGNAL–POLE–OPTION–2.DWG Plotted: 12/2/2025 1:49 PM By: Sam Jordan

Computer File Information	
Print Date:	12/2/25
Last Modification Date:	12/2/25
Drawing File Name:	4th-6thAgate-Signal-Pole-Option-2
Autocad Ver. 2022	Scale: As Shown
SGM Project No.: 08133J-40	Quality Control: DJC

Sheet Revisions			
Rev.	Date	Comments	Init.
1			

GRANBY COLORADO 1905

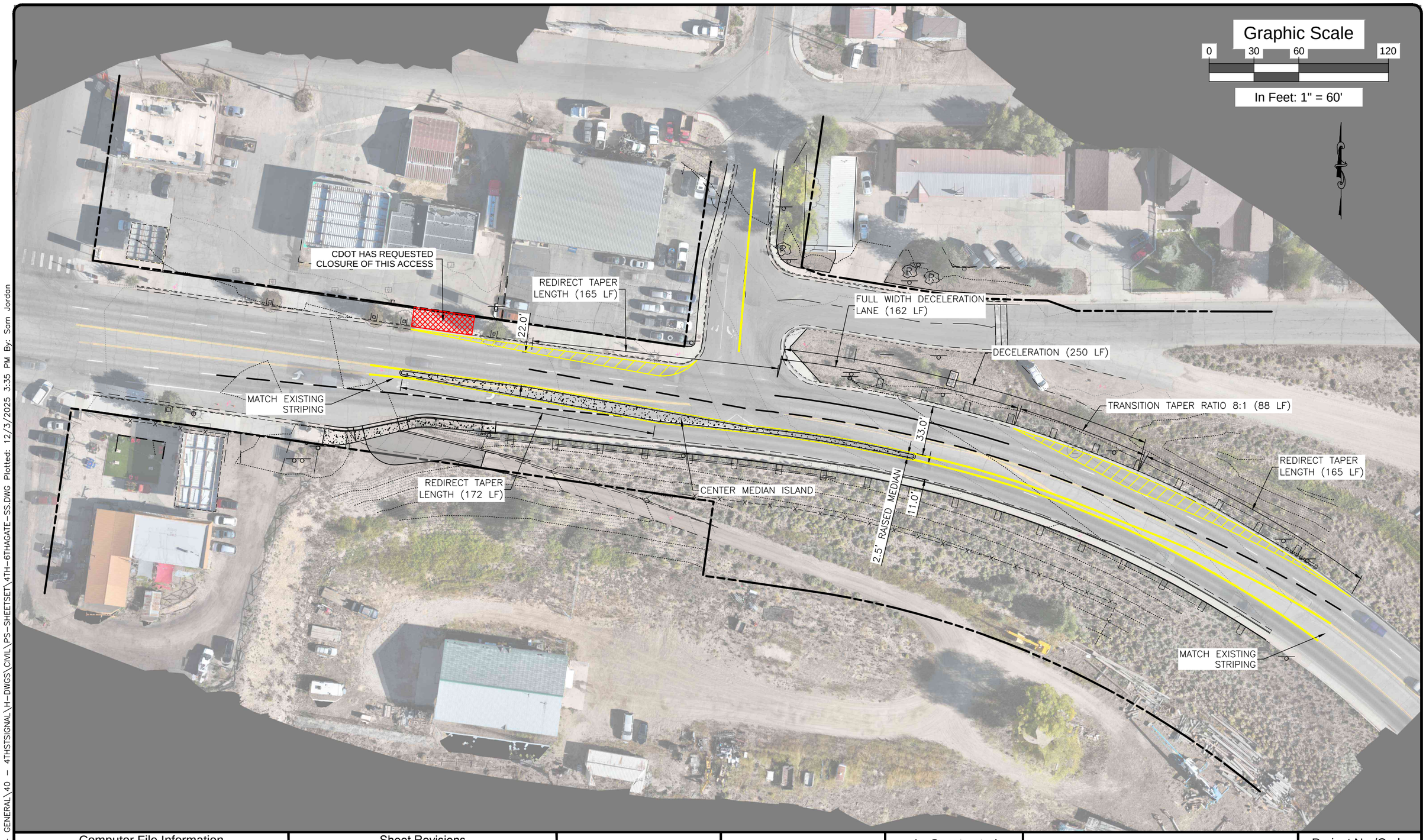
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As Constructed	
No Revisions:	
Revised:	
Void:	

TOWN OF GRANBY - GENERAL ENGINEERING
TRAFFIC SIGNAL PLAN

Engineer:	DJC	Structure Numbers	--
Drawn By:	SRJ		--
Sheet Subset:	SIGNAL	Subset Sheets:	2 of 2

Project No./Code	
	--
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Sheet Number	----



I:\1988\08133J - GENERAL\40 - 4THSTSIGNAL\H-DWGS\CIVIL\PS-SHEETSET\4TH-6THAGATE-SS.DWG Plotted: 12/3/2025 3:35 PM By: Sam Jordan

Computer File Information	
Print Date: 12/3/25	
Last Modification Date: 12/3/25	
Drawing File Name: 4th-6thAgate-SS	
Autocad Ver. 2022	Scale: As Shown
SGM Project No.: 08133J-40	Quality Control: DJC

Sheet Revisions			
Rev.	Date	Comments	Init.
1			

GRANBY COLORADO 1905

25

SGM
118 West Sixth Street, Suite 200
Glenwood Springs, CO 81601
970.945.1004 www.sgm-inc.com

As Constructed
No Revisions:
Revised:
Void:

TOWN OF GRANBY - GENERAL ENGINEERING
CONCEPTUAL STRIPING PLAN

Engineer:	DJC	Structure Numbers	--
Drawn By:	SRJ		--
Sheet Subset:	S&S	Subset Sheets:	1 of 1

Project No./Code
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Sheet Number ----

MEMO

To:	Mayor and Board of Trustees
From:	Nathan Krob, Town Attorney
Date:	12/09/2025
Re:	ADOPTION BY REFERENCE OF THE 2024 PROPERTY MAINTENANCE CODE
Department	Town Attorney
Time of Agenda Item	6:00 PM
Agenda Request No.	1

Subject
PUBLIC HEARING FOR THE FOLLOWING:
ORDINANCE NO. 1031 - AN ORDINANCE ADOPTING BY REFERENCE THE 2024 INTERNATIONAL PROPERTY MAINTENANCE CODE / TOWN ATTORNEY
6:00 PM

Summary
SEE ATTACHED

Financial
SEE ATTACHED

Recommendation
SEE ATTACHED

Attachments

MEMO FROM KROB
ORDINANCE 1031

KROB LAW OFFICE, LLC
Attorneys at Law

MEMORANDUM

To: **Board of Trustees of the Town of Granby**

From: **Nathan Krob, Town Attorney**

Date: **December 9, 2025**

Re: **Adoption of 2024 International Property Maintenance Code by Reference**

The Town's Code and Building Inspector recommends the Board of Trustees adopt the 2024 International Property Maintenance Code ("IPMC"). The IPMC is intended to establish minimum maintenance standards for existing buildings and premises to protect and promote the health, safety, property and general welfare of occupants and the public. The IPMC focuses on continued use and maintenance or structures (rather than new construction) and is intended to ensure that existing residential and non-residential buildings are maintained in a safe, sanitary, and functional condition. The IPMC provides a regulatory framework for municipalities to address deteriorated, unsafe, and unsanitary building and property conditions. The 2024 IPMC can be found at https://codes.iccsafe.org/content/IPMC2024P1.

For the Board's consideration is Ordinance No. 1031 which adopts the 2024 IPMC by reference. The Board should first conduct a public hearing to receive public input on adoption of the code before acting on the matter.

Staff Recommendation: The Town's Code and Building Inspector recommends the Board adopt the 2024 IPMC.

Suggested motion: "I move to approve Ordinance No. 1031, an ordinance adopting by reference the 2024 International Property Maintenance Code."

Attachments: Draft Ordinance

TOWN OF GRANBY
BOARD OF TRUSTEES
ORDINANCE NO. 1031

AN ORDINANCE ADOPTING BY REFERENCE THE 2024 INTERNATIONAL PROPERTY MAINTENANCE CODE

WHEREAS, the Town of Granby Board of Trustees is authorized, pursuant to the provisions of Section 31-16-201 et seq., C.R.S. to adopt by reference property and building regulations within the limits of the Town; and

WHEREAS, after proper notice and publication, on December 9, 2025, the Board of Trustees held a public hearing, as required by Section 31-16-203, C.R.S., to consider adopting by reference the International Property Maintenance Code, 2024 Edition, as the Town's property maintenance code, and after such hearing determined it is in the best interest of the health, safety and welfare of the citizens and visitors of the Town to adopt the International Property Maintenance Code; and

WHEREAS, a copy of the International Property Maintenance Code has been kept in or available at the office of the Clerk of the Town for public inspection for at least 15 days prior to the consideration of this ordinance.

NOW THEREFORE BE IT ORDAINED BY THE GRANBY BOARD OF TRUSTEES AS FOLLOWS:

1. **Code Revisions.** Section 15.05.160, titled International Property Maintenance Code, is hereby added to the Granby Municipal Code to read in its entirety as follows:

15.05.160 International Property Maintenance Code

The International Property Maintenance Code, 2024 Edition, as published by the International Code Council, Inc., 4051 Flossmoor Road, Country Club Hills, Illinois 60478, is hereby adopted by reference as the town of Granby property maintenance code as if fully set out in this chapter.

2. **Severability**. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees hereby declares that it would have passed this Ordinance and each part hereof irrespective of the fact that any one part or parts are declared unconstitutional or otherwise invalid.

3. **Repeal.** All ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the taking effect of this Ordinance. Except as specifically amended by this ordinance, all other provisions of the Granby Town Code shall remain in full force and effect.

INTRODUCED, PASSED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF GRANBY AFTER PUBLIC HEARING AND SIGNED THIS 9TH DAY OF DECEMBER, 2025.

Votes Approving: _____
Votes Opposed: _____
Absent: _____
Abstained: _____

ATTEST:

BOARD OF TRUSTEES OF THE TOWN OF GRANBY, COLORADO

_____
Cody Mullinex
Town Clerk

By: _____
Joshua P. Hardy
Mayor

MEMO

To:	Mayor and Board of Trustees
From:	Cody Mullinex, Town Clerk
Date:	12/09/2025
Re:	CUP RENEWAL FOR RECLAMATION RIDGE
Department	Administration
Time of Agenda Item	6:30 PM
Agenda Request No.	2

Subject

PUBLIC HEARING FOR THE FOLLOWING:
RESOLUTION 2025-12-09A - A RESOLUTION APPROVING AN EXTENSION OF A CONDITIONAL USE PERMIT FOR A GRAVEL EXTRACTION, SUBJECT TO CONDITIONS (RECLAMATION RIDGE, LLC)

OR

RESOLUTION 2025-12-09A - A RESOLUTION DENYING AN EXTENSION OF A CONDITIONAL USE PERMIT FOR A GRAVEL EXTRACTION (RECLAMATION RIDGE, LLC) / TOWN MANAGER
6:30 PM

Summary

Reclamation Ridge LLC has applied for a renewal for their conditional use permit (CUP). The application is in order and ready for the Board's consideration. This is a public hearing and so all information requests should be brought forward to the board as a whole.

The only issue with the previous permit is the applicant did not fulfill the terms of item #17 of the agreement. They did not provide the town with written notice from the State of Colorado indicating the reclamation of the previously mined areas within Lot 5 of the property were completed. When asked about his item the applicant sent a letter from their consultant Environment, Inc. stating this wasn't able to be accomplished according to DRMS Rule 3.1.10(1). Communication between the Town Clerk and the applicant in regard to this requirement was had during the early Fall months. The letter from Environment Inc., dated June 4, was not provided to the Town until Oct. 31. The requirement for this item to be completed was June 30, 2025. This requirement was agreed to by the applicant based on the previous CUP and was signed for by the applicant with the previous CUP.

Financial

None

Recommendation

Manager would recommend a denial fo the CUP renewal until the time when the applicant can fulfill the requirements of the previous CUP.

Attachments

Resolution Denying
Resolution Approving
Proposed CUP Agreement
Exhibit to Proposed Agreement
APPLICATION AND SUPPORTING DOCUMENTS
Email Chain Timeline
Resolution 2023-12-12A and CUP

TOWN OF GRANBY
BOARD OF TRUSTEES
RESOLUTION 2025-12-09A

A RESOLUTION DENYING AN EXTENSION OF A CONDITIONAL USE PERMIT FOR A GRAVEL EXTRACTION (Reclamation Ridge, LLC)

WHEREAS, Reclamation Ridge, LLC a Colorado limited liability company ("the Applicant") has a lease interest to operate a gravel pit on the following real property:

Reclamation Ridge, Lot 1, Granby, Colorado

("the Property"); and

WHEREAS, the Board of Trustees of the Town of Granby previously approved an application to use the Property for gravel extraction as a conditional use in Resolution 2023-12-12A; and

WHEREAS, Resolution 2023-12-12A approved the conditional use for a period of two years, to and including December 11, 2025; and

WHEREAS, the Applicant has submitted an application pursuant to Section 16.105.015 of the Granby Town Code seeking an extension of the conditional use permit to operate a gravel pit on the Property; and

WHEREAS, the Property is zoned Industrial Zone District (I); and

WHEREAS, under the provisions of the Granby Town Code operation of a gravel pit in the Industrial (I) Zone District is permitted as a conditional use; and

WHEREAS, the Board of Trustees considered the Application at its regular meeting on December 9, 2025, and, based on the Application and the comments provided at such meeting, the Board of Trustees makes the following findings.

FINDINGS:

[The Board should indicate which of the following apply]

1. The current and proposed continued use of the Property for gravel extraction is not relatively compatible with the neighborhood and surrounding uses.

2. The proposed use does not substantially conform with the intent of the Master Plan for the area in which the Property is located.

3. There are not any sufficient on-site and off-site mitigation measures that would temper the impacts of the proposed use on surrounding properties

4. The current and proposed use of the Property for gravel extraction will have an adverse effect on property values in the area.

5. The current and proposed use of the Property for gravel extraction is likely to create a nuisance.

6. The current and proposed use of the Property for gravel extraction will adversely affect the health, safety or welfare of the community as a whole.

7. The proposed use of the Property is likely to adversely affect the ground water serving the Town and surrounding community.

8. The Applicant has failed to present an adequate plan in scope or nature to reclaim the Property to a condition that is consistent with the surrounding area including appropriate revegetation, grading, and water and air quality restoration.

9. [any other relevant considerations by the Board of Trustees]

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRANBY, COLORADO, AS FOLLOWS:

A. The Board of Trustees denies the application for extension to use the Property for gravel extraction as a conditional use.

MOVED, SECONDED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRANBY, COLORADO THIS 9th DAY OF DECEMBER, 2025.

Votes Approving: _____
Votes Opposed: _____
Absent: _____
Abstained: _____

ATTEST:

_____
Cody Mullinex, Town Clerk

BOARD OF TRUSTEES

_____
Joshua P. Hardy, Mayor

TOWN OF GRANBY
BOARD OF TRUSTEES
RESOLUTION 2025-12-09A

A RESOLUTION APPROVING AN EXTENSION OF A CONDITIONAL USE PERMIT FOR A GRAVEL EXTRACTION, SUBJECT TO CONDITIONS
(Reclamation Ridge, LLC)

WHEREAS, Reclamation Ridge, LLC a Colorado limited liability company ("the Applicant") has a lease interest to operate a gravel pit on the following real property:

Reclamation Ridge, Lot 1, in Granby, Colorado,

("the Property"); and

WHEREAS, the Board of Trustees of the Town of Granby previously approved an application to use the Property for gravel extraction as a conditional use in Resolution 2023-12-12A; and

WHEREAS, Resolution 2023-12-12A approved the conditional use for a period of two years, to and including December 11, 2025; and

WHEREAS, the Applicant has submitted an application pursuant to Section 16.105.015 of the Granby Town Code seeking an extension of the conditional use permit to operate a gravel pit on the Property; and

WHEREAS, the Property is zoned Industrial Zone District (I); and

WHEREAS, under the provisions of the Granby Town Code operation of a gravel pit in the Industrial (I) Zone District is permitted as a conditional use; and

WHEREAS, the Board of Trustees considered the Application at its regular meeting on December 9, 2025, and, based on the Application and the comments provided at such meeting, the Board of Trustees makes the following findings. These findings assume the conditions as set forth in Section B., below are satisfied and fully complied with.

FINDINGS:

1. The current and proposed continued use of the Property for gravel extraction is relatively compatible with the neighborhood and surrounding uses.

2. The proposed use substantially conforms with the intent of the Master Plan for the area in which the Property is located.

3. The following on and off-site mitigation measures are required in order to temper the impacts of the proposed use on surrounding properties:

   a. On site mitigation measures:

   Indicated in the Conditions section below.

   b. Off-site mitigation measures:

   The Applicant shall take all steps deemed reasonable and appropriate by the Town Manager in the exercise of his or her reasonable discretion to ensure that no industrial traffic shall be allowed on the private lanes connecting Tract 5 and adjacent Tracts to the east with County Road 61.

4. The current and proposed use of the Property for gravel extraction will not have an adverse effect on property values in the area, provided the conditions and mitigation measures set forth in this Resolution are complied with.

5. The current and proposed use of the property for gravel extraction is unlikely to create a nuisance provided the conditions and mitigation measures set forth in this Resolution are complied with.

6. The current and proposed use of the Property for gravel extraction will not adversely affect the health, safety or welfare of the community as a whole, provided the conditions and mitigation measures set forth in this Resolution are complied with.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRANBY, COLORADO, AS FOLLOWS:

A. The Board of Trustees approves the application to use the Property for gravel extraction as a conditional use.

B. The Board of Trustees' approval is subject to the following conditions:

1. **Agreement**. That the Applicant enter into a Conditional Use Permit Agreement reflecting the terms and conditions of the permit and the requirements of the Granby Town Code. Applicant shall execute and return the Conditional Use Permit Agreement to the Town by December 23, 2025 at 5:00 p.m. MST.

2. That the Applicant only performs gravel extraction on the Property in conformity with the map submitted with the Application, which is attached as Exhibit A and incorporated herein by reference.

3. **Landscape Plan**. That the Applicant maintain existing natural vegetation at the entry drive and scale house, remove or repair fencing in compliance with Colorado Parks and Wildlife's wildlife friendly suggestions and implement noxious weed control.

4. **Traffic Control**. That all commercial and industrial traffic generated by this gravel pit shall be required to enter and exit onto and off of Highway 34. No traffic directly or indirectly related to the operation of the gravel pit shall be allowed on the private lanes connecting the Property to the east with County Road 61.

5. **Revegetation Plan**. The Applicant shall comply with all provisions required by the State of Colorado regarding revegetation of the Property. Applicant shall provide the Town and comply with an integrated weed management plan to control and eliminate the spread of any noxious weeds in and around the Property as requested by Colorado Parks and Wildlife in its letter dated May 3, 2021, concerning a previous application. The Applicant will comply with the reclamation plan submitted to the Board of Trustees, including all deadlines contained therein, for the revegetation and reclamation of the areas previously mined by the Applicant within Lot 5 of the Great Divide Head Lettuce Colony, Granby, Colorado.

6. **State Licensing**. That the Applicant provides the Town proof of all required licensing by the State of Colorado as well as any subsequent re-licensing. The Applicant shall provide the Town with copies of all reports, warnings, notices or other materials received from any agency of the State of Colorado that may reflect on or be related to the operation of the facility or the status of the Applicant's license. In the event the Applicant violates its license, the Board of Trustees, following notice to the Applicant, may conduct a hearing to consider whether the Conditional Use Permit should be revoked or suspended or other actions should be taken.

7. **Hours of Operation**. The hours of operation shall be from 7:00 a.m. to 5:00 p.m., Monday through Friday, and 8:00 a.m. to 12:00 noon Saturday. No operations shall be permitted on Sunday. Operation shall include extraction, stacking, crushing and retail sale of materials. Applicant may conduct repair and maintenance activities until 5:30 p.m., Monday through Friday. In the event the Applicant needs to operate outside these hours, it must obtain the prior written consent of the Town Manager.

8. **Expansion of operation.** The Applicant shall not expand or allow expansion of the uses of the Property or the area of the Property permitted hereunder. The Applicant shall operate the gravel pit on the Property in conformity with the map submitted with the Application.

9. **Compliance with application materials.** The Applicant shall comply at all times with the provisions of the Photometric Plan, Drainage Report, Emergency Response Plan, Waste Disposal Plan, Noise and Air Pollution Plans, and Dust

Suppression Plans, as set forth in the application, including materials previously submitted to Grand County.

10. **Term and Expiration.** That the initial term of the Conditional Use Permit shall be for a period of 2 years, to and including December 11, 2027. Upon application, and at the end of such period, the Board of Trustees may review the Conditional Use Permit, and at the Board's option, add or delete conditions based on operation of the facility and compliance with the conditions of the Conditional Use Permit. The Town shall be under no obligation to renew or extend the Conditional Use Permit beyond the expiration of such two-year term. In the event the Property is not used for a gravel extraction for a period of eight consecutive months or longer, then such use shall be deemed abandoned and the conditional use permit terminated.

11. **Compliance with state permit requirements.** The Applicant shall comply at all times with all permits required and issued by the State of Colorado, including but not limited to, Colorado Department of Transportation permits relating to accessing Highway 34.

12. **View of Materials or Equipment from Highway 34.** No gravel or other mined materials shall be stored so that it can be seen from Highway 34 during non-operating hours. In addition, the equipment used in connection with the operation of the gravel pit shall be operated in a manner as not to be seen from Highway 34.

13. **View of Materials by Neighbors.** Neither the materials nor the equipment referenced in Paragraph 12 shall be able to be seen from neighboring properties. Neighboring properties shall include Great Divide Head Lettuce Colony Lots 1, 2, 7, and 8, Grand County, Colorado.

14. **Dust Mitigation.** Applicant shall conduct dust mitigation pursuant to industry standards.

15. **Well Monitoring.** Applicant shall cause to be conducted well monitoring on a quarterly basis. Applicant shall provide a report regarding such monitoring to the Town so the Town may distribute the report to surrounding property owners. The report shall identify the third-party that conducted such monitoring.

16. In the event Applicant intends to disturb any land within fifty feet of Mountain Parks Electric, Inc.'s existing overhead lines, Applicant will contact Mountain Parks Electric, Inc. prior to initiating such disturbance.

17. [Amend or revisit this previous condition?] On or before June 30, 2025, Applicant shall provide the Town with written notice from the State of Colorado indicating that the reclamation of the previously mined areas within Lot 5 of the Great Divide Head Lettuce Colony has been satisfactorily completed.

18. **Transfer or Assignment**. The Conditional Use Permit that is being approved relates only to the Applicant and is based, in part, on the presentations and representations by the Applicant. The Conditional Use Permit shall not be transferred by the Applicant.

19. **Limitation of Liability**. By issuing this Conditional Use Permit the Town of Granby assumes no responsibility for the operation of the Applicant's site and the Applicant shall covenant and agree to indemnify and hold the Town of Granby harmless for any injury, damages or claims which may occur, of whatever type of nature, as the result of the uses or operations contemplated by this permit. The Applicant warrants that appropriate liability and hazard insurance will be obtained to compensate any individual who may be injured or damaged in any manner by conduct relating to this permit or operation under this permit. Such liability and hazard insurance shall continue in effect so long as the Property is used for gravel extraction. The Applicant shall further warrant and agree to compensate the Town of Granby for any expense incurred in the defense of any lawsuit or any other type of action which may be brought against the Town as a result of issuing this conditional use permit or operations under the conditional use permit.

20. In the event a violation or noncompliance is shown to have occurred, following a hearing and opportunity for the Applicant to be heard, the Board of Trustees may impose a fine up to $1,000 per violation, with each day of violation or noncompliance constituting a separate violation.

21. In the event of a conflict between or among the provisions of the Agreement and any of the other documents or regulations and laws relating to this conditional use permit or the operation of the gravel permit, the more restrictive provision shall control.

MOVED, SECONDED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRANBY, COLORADO THIS 9TH DAY OF DECEMBER, 2025.

Votes Approving: _____
Votes Opposed: _____
S E A L Absent: _____
Abstained: _____

ATTEST: **BOARD OF TRUSTEES**

_____ _____
Cody Mullinex, Town Clerk Joshua P. Hardy, Mayor

CONDITIONAL USE PERMIT AGREEMENT

Reclamation Ridge Gravel Pit

THIS AGREEMENT is effective this 9th day of December, 2025, by and between the Town of Granby, a Colorado municipal corporation ("the Town"), and Reclamation Ridge, LLC, a Colorado limited liability company ("the Applicant").

WHEREAS, Reclamation Ridge, LLC, a Colorado limited liability company ("the Applicant") has a lease interest to operate a gravel pit on real property described as follows:

Reclamation Ridge, Lot 1, Granby, Colorado;

("the Property"); and

WHEREAS, the Property, in part, has been continuously operated as a gravel pit prior to and since being annexed into the Town; and

WHEREAS, the Property is zoned Industrial Zone District (I) and, under the provisions of the Granby Town Code mining and gravel extraction is a conditional use in the Industrial (I) Zone District; and

WHEREAS, the Applicant previously obtained a conditional use permit for gravel extraction and desires to continue such use on the Property; and

WHEREAS, the Applicant has applied for an extension of the conditional use permit for gravel extraction on the Property; and

WHEREAS, the Applicant has certified neither the nature nor extent of the use of the Property, the site plan, landscape and impact buffering plan, impact mitigation methods, development schedules or other significant aspects of the previously approved conditional use have changed since the board of trustees' previous approval of the conditional use permit; and

WHEREAS, the Applicant acknowledges that the Town's review and approval of plans for the proposed Conditional Use have been done in furtherance of the general public's health, safety and welfare and that no immunity is waived and no specific relation with, or duty of care to the Applicant or third parties is created or assumed by such review or approval; and

WHEREAS, following proper notice, the Granby Board of Trustees has considered the Applicant's application and testimony and evidence received regarding the application to continue to use the Property for gravel extraction as a Conditional Use and

has concluded that such use is proper under the terms and conditions set forth herein.

NOW THEREFORE, it is agreed as follows:

1. The Granby Board of Trustees grants to the Applicant the right to use the Property for gravel extraction, subject to the conditions set forth in Section 2., below.

2. The Applicant shall be entitled to continue to use the Property for gravel extraction as provided herein, for the term indicated below provided the Applicant complies fully and completely with the following conditions:

   a. The primary use of the Property shall be gravel extraction.

   b. The Applicant shall obtain and maintain all permits and licenses required by the Town of Granby, Grand County, State of Colorado, or other governmental agencies for the construction and/or operation of the Property for gravel extraction and shall provide the Town with evidence of such compliance.

   c. Hours of operation shall be limited to 7:00 a.m. to 5:00 p.m., Monday through Friday and 8:00 a.m. to 12:00 noon Saturday. No operations shall be permitted on Sunday. Operation shall include extraction, stacking, crushing and retail sale of materials. Applicant may conduct repair and maintenance activities until 5:30 p.m., Monday through Friday. In the event the Applicant needs to operate outside these hours, it must obtain the prior written consent of the Town Manager.

   d. The Applicant shall not expand or allow expansion of the uses of the Property or the area of the Property permitted hereunder.

   e. The Applicant shall operate the gravel pit on the Property in conformity with the map submitted with the Application, which is attached as Exhibit A and incorporated herein by reference, as well as, in conformance with previous site plans submitted for the Property.

   f. Landscape Plan. The Applicant shall maintain existing natural vegetation at the entry drive and scale house, remove or repair fencing in compliance with Colorado Parks and Wildlife's wildlife friendly suggestions.

   g. Traffic Control. All industrial and commercial traffic generated directly or indirectly by the gravel pit, including but not limited to any and all traffic from employees or others related to the operation of the gravel pit, shall be required to enter and exit onto and off Highway 34. No traffic

related to the operation of the gravel pit shall be allowed on the private lanes connecting the Property to the east with County Road 61.

h. Revegetation Plan and Noxious Weed Control. The Applicant shall comply with all provisions required by the State of Colorado regarding revegetation of the Property. The Applicant shall provide and comply with an integrated weed management plan in order to control and eliminate the spread of any noxious weeds in and around the Property as requested by Colorado Parks and Wildlife in its letter dated May 3, 2021, concerning Applicant's previous application. The Applicant will comply with the reclamation plan submitted to the Board of Trustees, including all deadlines contained therein, for the revegetation and reclamation of the areas previously mined by the Applicant within Lot 5 of the Great Divide Head Lettuce Colony, Granby, Colorado.

i. State Licensing. The Applicant shall provide the Town proof of all required licensing by the State of Colorado as well as any subsequent re-licensing. The Applicant shall provide the Town with copies of all reports, warnings, notices or other materials received from any agency of the State of Colorado that may reflect on or be related to the operation of the facility or the status or the Applicant's license. In the event the Applicant violates its license, the Board of Trustees, following notice to the Applicant, may conduct a hearing to consider whether the Conditional Use Permit should be revoked or suspended or other actions should be taken.

j. Compliance with application materials. The Applicant shall comply at all times with the provisions of the Photometric Plan, Drainage Report, Emergency Response Plan, Waste Disposal Plan, Noise and Air Pollution Plans, and Dust Suppression Plans, as set forth in the application and previous applications, including materials previously submitted to Grand County and the Town of Granby.

k. Term and Expiration. The initial term of the Conditional Use Permit shall be for a period of 2 years, to and including December 11, 2027. At the end of such period, the Board of Trustees may review the Conditional Use Permit, and at the Board's option, add or delete conditions based on operation of the facility and compliance with the conditions of the Conditional Use Permit. The Town shall be under no obligation to renew or extend the Conditional Use Permit beyond the expiration of such two-year term. In the event the Property is not used for a gravel pit for a period of eight months or longer, then such use shall be deemed abandoned and the conditional use permit terminated.

l. View of Materials or Equipment from Highway 34. No gravel or

other mined materials shall be stored so that it can be seen from Highway 34 during non-operating hours. In addition, the equipment used in connection with the operation of the gravel pit shall be operated in a manner as not to be seen from Highway 34.

m. View of Materials by Neighbors. Neither the materials nor the equipment referenced in Paragraph 12 shall be able to be seen from neighboring properties. Neighboring properties shall include Great Divide Head Lettuce Colony Lots 1, 2, 7, and 8, Grand County, Colorado.

n. Well Monitoring. Applicant shall conduct well monitoring on a quarterly basis. Applicant shall provide a report regarding such monitoring to the Town so the Town may distribute the report to surrounding property owners. The report shall identify the party that completed such monitoring.

o. In the event Applicant intends to disturb any land within fifty feet of Mountain Parks Electric, Inc.'s existing overhead lines, Applicant will contact Mountain Parks Electric, Inc. prior to initiating such disturbance.

3. The Applicant shall comply and shall ensure that the Property complies with all applicable local, state and federal governmental regulations and requirements, including but not limited to licensing, building, zoning, design standards, rights-of-way, sidewalk, nuisance, floodplain, floodway, health regulations or any other rules or regulations. When requested by the Town, proof of such compliance shall be provided in a manner satisfactory to the Town.

4. Breach of Agreement. If any party shall be in default of any of the terms or obligations under this Agreement, the non-breaching party shall give notice of such breach in writing to the breaching party. Should the breaching party fail to remedy the breach within ten (10) days of such notice, then the non-breaching party may pursue an action for specific enforcement of this agreement or injunctive relief. Neither party may pursue damages except as provided for in section 14 of this Agreement. Venue shall only be proper in and the parties submit to the exclusive jurisdiction of the District Court of Grand County, Colorado, for any suit for specific performance or injunctive relief.

5. Additional remedy available to the Town. In the event of a breach of this Agreement by the Applicant, the Town may in its discretion, elect to pursue the following remedy in addition to or in lieu of the remedies set forth in Section 4., above.

a. In the event that the Applicant is alleged to be in breach of any of the conditions of the Conditional Use Permit or the Applicant's obligations under this Agreement, the Town shall give written notice to

the Applicant, setting forth the nature of the alleged breach. Applicant shall have ten (10) days from the date of such notice to remedy the breach.

b. If the Town believes that the breach has not been fully remedied within the ten (10) day period set forth in the previous subsection, then the Town shall set the matter for a hearing before the Town Board to determine whether such breach exists.

c. If as a result of such hearing, the Town Board determines that such breach exists, then the Board, in its discretion, shall have the following options:

1) Terminate the Agreement, in which event the use of the Property under the Conditional Use permit shall cease.

2) Suspend the Applicant's Conditional Use Permit until the breach is remedied. No use shall be made of the Property during such suspension.

3) Modify the Agreement on such terms and conditions as the Board deems appropriate, including but not limited to, restricting the uses that may be made of the Property or the portions of the Property on which such uses may be made or adding additional terms or conditions to the Agreement.

4) Impose a fine up to $1,000 per violation, with each day of violation or noncompliance constituting a separate violation.

6. Payment of other Town fees, taxes and charges. If the Applicant fails to pay taxes, fees, water bills or other charges or obligations owed to the Town, and such delinquency continues for 60 days or more, this Conditional Use can be suspended or terminated by the Town Board of Trustees following notice and an opportunity for the Applicant to be heard.

7. Termination. This Agreement shall terminate upon the earliest of the following events:

a. Failure of the Applicant to comply with any term of this Agreement.

b. Operation of any business on the Property other than as specifically permitted in this Agreement.

c. Termination of the operation of the permitted use for a period of eight (8) consecutive months or longer.

5

d. Expiration of the two (2) year term.

8. Modification and Waiver. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of any provision of this Agreement shall be construed as a waiver of any subsequent breach of the same or any other provision hereof. It is expressly agreed that, except as may otherwise be provided by applicable statute or ordinance, no official of the Town has the authority to waive or modify any provision of this Agreement without the approval of the Board of Trustees.

9. Title and Authority. The Applicant warrants to the Town that it has a legal right to use the Property. The undersigned further warrants it has full power and authority to enter into this Agreement.

10. Transfer and Assignment. This Agreement shall not be assigned. Any attempt to transfer or assign this Agreement shall terminate this Agreement as well as the Conditional Use Permit.

11. Severability/Governing Law. This Agreement is to be governed and construed according to the laws of the State of Colorado. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be in violation of any local, state or federal law, and thereby rendered unenforceable, the remaining provisions shall remain in full force and effect as if the unenforceable provision had never been included in this Agreement.

12. Recordation. This Agreement shall be recorded with the Grand County Clerk and Recorder, with the Applicant to reimburse the Town for such costs of recording.

13. Issuance of Conditional Use Permit. Upon execution of this Agreement and compliance with all other conditions precedent as stated in this Agreement, the Town shall issue a Conditional Use Permit to the Applicant. The Applicant shall take no action in reliance on this Agreement and shall have no rights under the Conditional Use process until such time as the Conditional Use Permit is issued.

14. Limitation of Liability. By issuing the Conditional Use Permit the Town of Granby assumes no responsibility for the operation of the Applicant's site and the Applicant covenants and agrees to indemnify and hold the Town of Granby harmless for any injury, damages or claims which may occur, of whatever type of nature, as the result of the uses or operations contemplated by this permit. The Applicant warrants that appropriate liability and hazard insurance will be obtained to compensate any individual who may be injured or damaged in any manner by

conduct relating to this permit or operation under this permit. Such liability and hazard insurance shall continue in effect so long as the Property is used as a gravel pit. The Applicant shall further warrant and agree to compensate the Town of Granby for any expense incurred in the defense of any lawsuit or any other type of action which may be brought against the Town as a result of issuing this conditional use permit or operations under the conditional use permit.

15. This Agreement must be executed by the Applicant and returned to the Town by December 23, 2025 at 5:00 p.m. MST. In such event that the Town is not in receipt of this Agreement executed by the Applicant at that time, then no Conditional Use Permit shall issue and Applicant shall be required to reapply in order to obtain a permit.

[signature page to follow]

ATTEST:

BOARD OF TRUSTEES OF THE TOWN OF GRANBY, COLORADO

_____ By:_____

Cody Mullinex Joshua P. Hardy

Town Clerk

Mayor

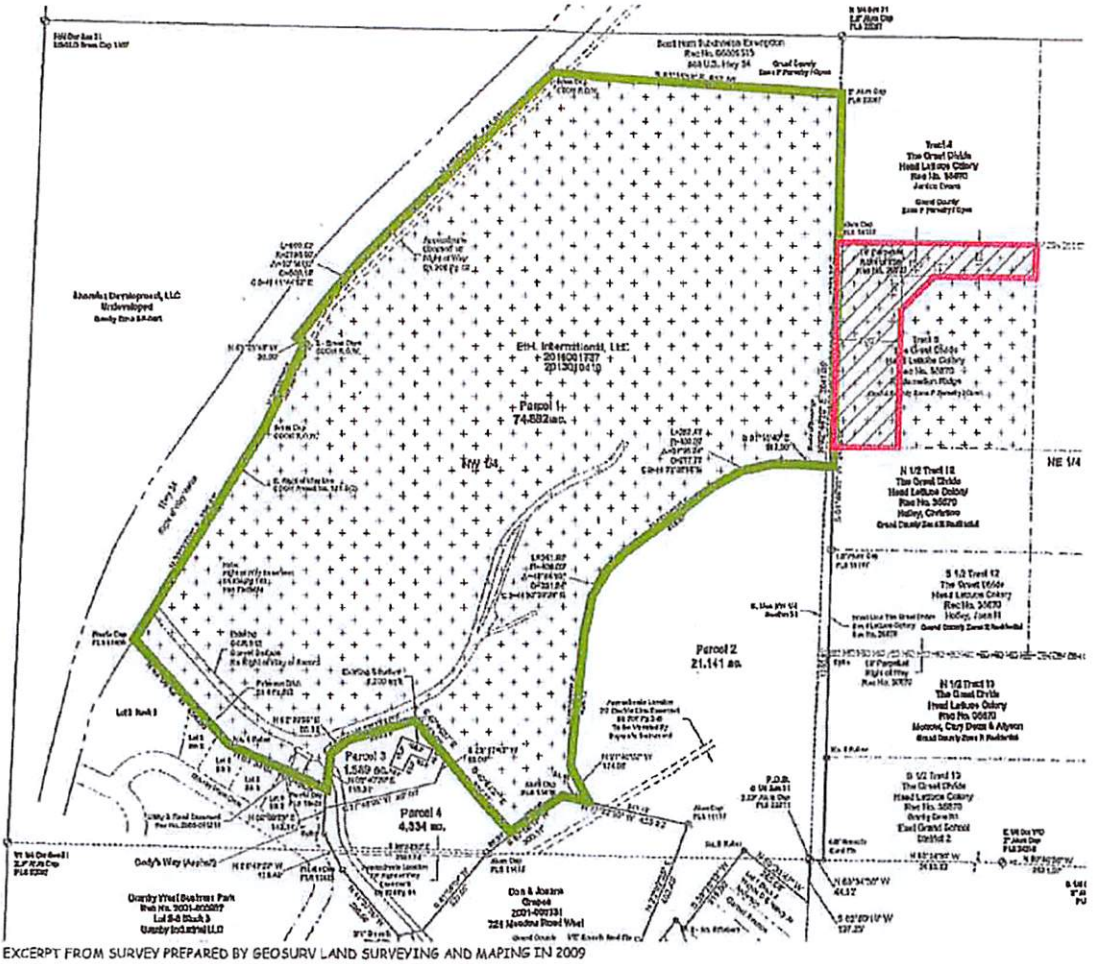
APPLICANT: Reclamation Ridge, LLC

By:_____

Title: Kenneth Evans, Partner/Managing Member

RECLAMATION RIDGE, LLC - TOWN OF GRANBY
CONDITIONAL USE PERMIT RENEWAL 2023 MAP.

EXHIBIT A



EXCERPT FROM SURVEY PREPARED BY GEOSURV LAND SURVEYING AND MAPING IN 2009

N

CONDITIONAL USE AREA - 2023

RECLAMATION ONLY AREA - 2023

CONDITIONAL USE PERMIT AREA - 2021

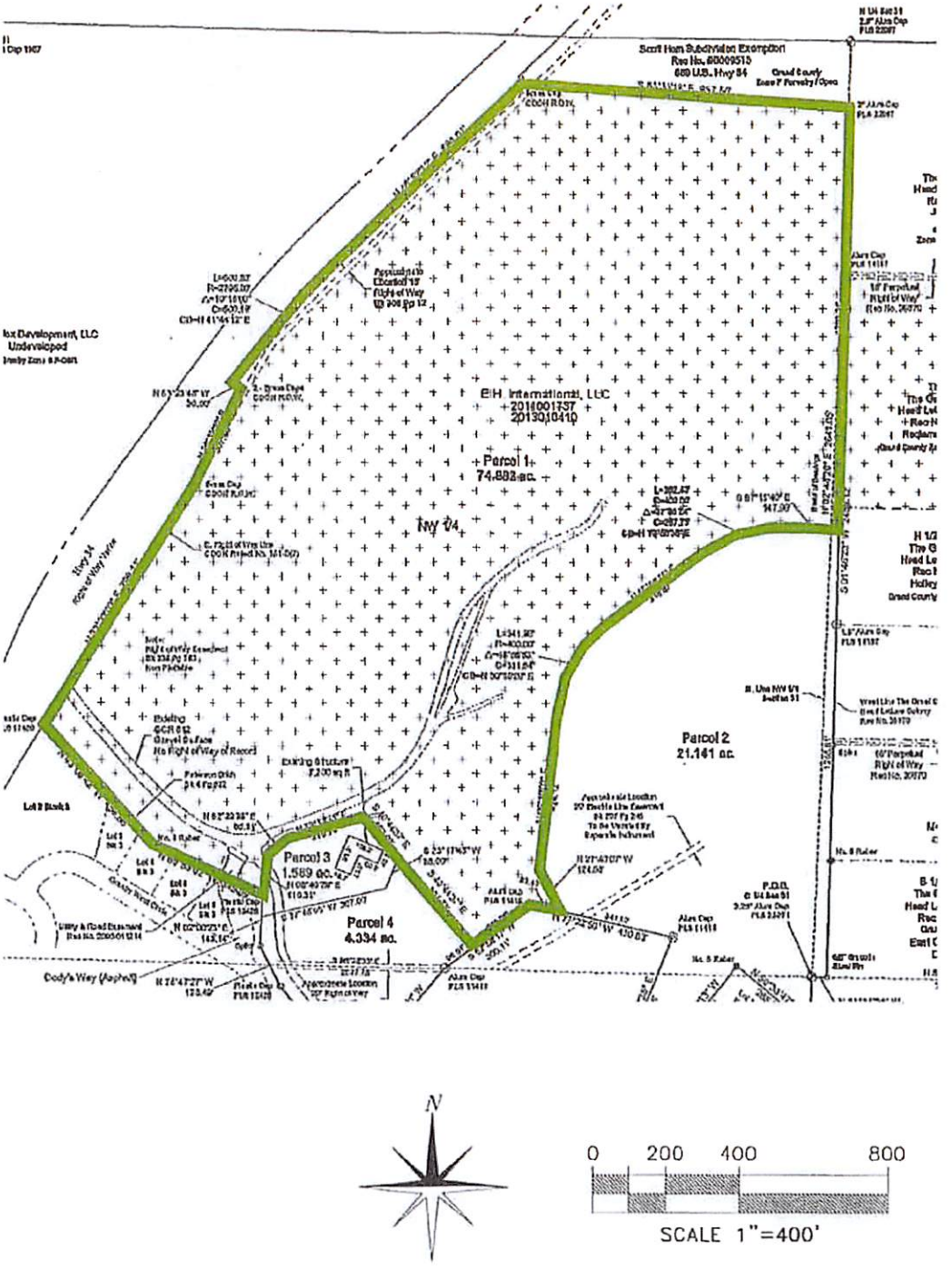
0 250 500 1000

SCALE 1"=500'

DEC 06, 2023 - 10:15:10

EXHIBIT A

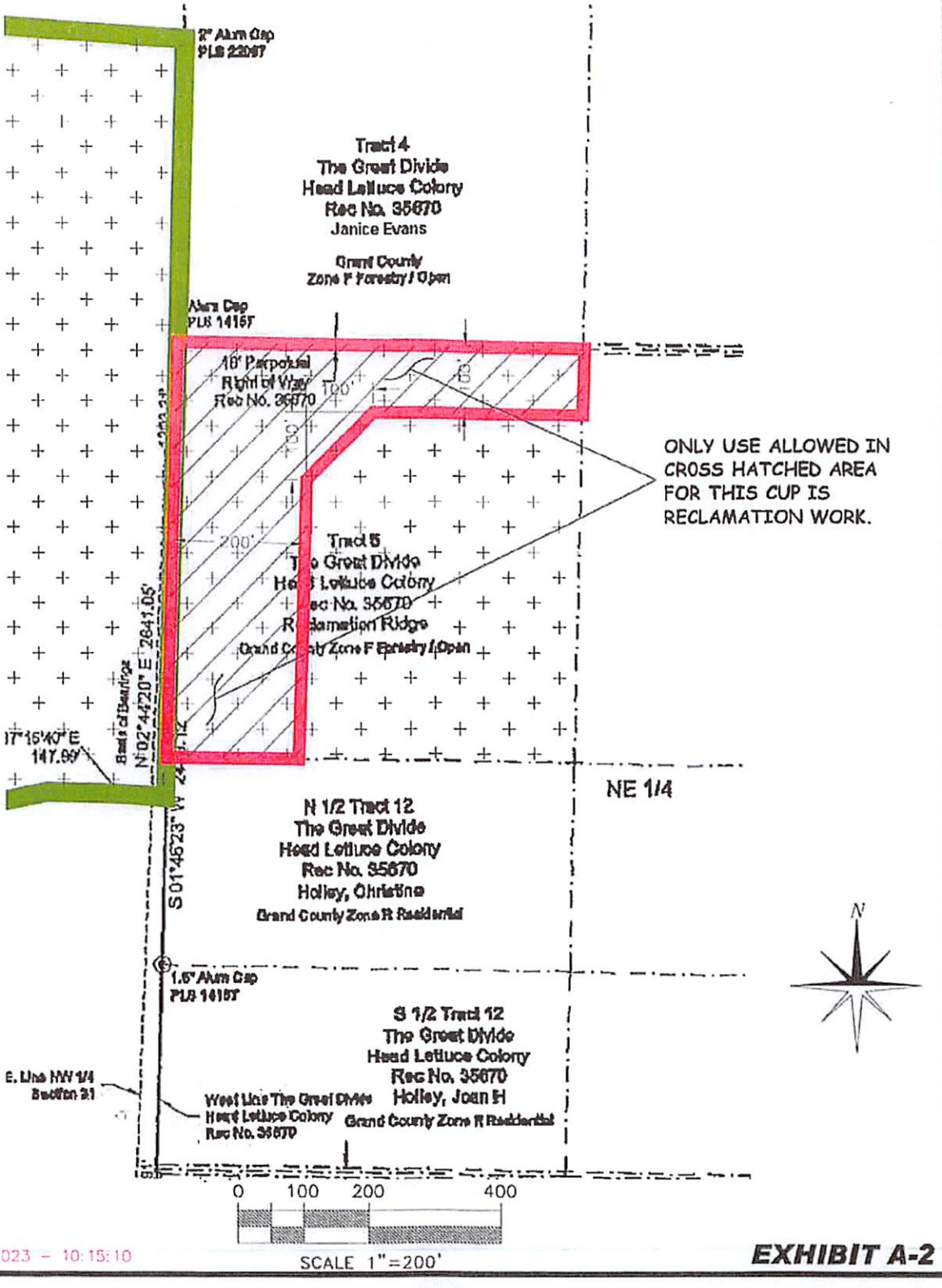
RECLAMATION RIDGE, LLC. - TOWN OF GRANBY
CONDITIONAL USE PERMIT RENEWAL 2023
EH INTERNATIONAL PARCEL



DEC 06, 2023 - 10:15:10

EXHIBIT A-1

RECLAMATION RIDGE, LLC. - TOWN OF GRANBY
CONDITIONAL USE PERMIT RENEWAL 2023
HAHN PARCEL



DEC 06, 2023 - 10:15:10

EXHIBIT A-2

BOT 12/9 6:30 pm

GRANBY
COLORADO
1905

Town of Granby

General Development Application & Applicant Contact Information

In addition to this form, the Granby Municipal Code outlines specific data submittal requirements for each land use application. Please review these carefully and submit a complete packet to ensure timely and accurate processing of your application. Granby Municipal Code: https://www.codepublishing.com/CO/Granby

Type of Submittal [Check all that apply]

- ☐ Administrative Plat Amendment per 17.45
- ☐ Annexation
- ☒ Conditional Use Permit per 16.105 Renewal
- ☐ Condo, Townhome and Cooperative per 17.55
- ☐ Minor Condo Conversion per 17.55.070
- ☐ Final Planned Development Plan per 16.90.130
- ☐ Final Plat per 17.20.40
- ☐ Major Subdivision
- ☐ Minor Subdivision per 17.40
- ☐ PDOD Preliminary Plan per 16.90.120
- ☐ Preliminary Plat per 17.20.030
- ☐ Pre-Application Meeting
- ☐ Re-subdivision per 17.35
- ☐ Site Plan Review per 16.125.180 & relevant Design Standards/Zoning District Requirements
- ☐ Sketch Plan per 17.20.020
- ☐ Subdivision (PDOD) Variance per 16.90.120
- ☐ Temporary Use Permit per 16.105
- ☐ Variance from Zoning Regulations per 16.20
- ☐ Vested Property Rights per 17.50
- ☐ Zoning Amendment per 16.25

Date Received: 11-3-25
Initials: CM
FEE of $ 2846.40

Agreement for Payment of Review and Development Expenses Incurred Received and Signed by:

[redacted]
Date: 10-29-25

Project #_____

Location Reclamation Ridge - Part of the NW 1/4
Twp. 2N Rng. 76W Sec. 31
Legal Lot # Reclamation Ridge #1

☐ **Attach Vicinity Map locating the property & lot lines.**

Applicant:
Name: Reclamation Ridge LLC
Address: 919 CR 6012
City: Granby Zip: 80446
Phone: _____
Mobile: [redacted]
E-mail: [redacted]

Owner(s) of Record*:
Name: Ken Evans
Address: EH International LLC
City: Granby Zip: 80446
Phone: [redacted]
Email: [redacted]

CERTIFICATION

I certify that I am the lawful owner of the parcel(s) of land which this application concerns and consent to this action.

Owner: [redacted]
Date: 10-20-25

I certify that the information and exhibits I have submitted are true and correct to the best of my knowledge. In filing this application I am acting with the knowledge and consent of the property owners. I understand that all materials and fees required by the Town of Granby must be submitted prior to having this application processed.

Applicant: [redacted]
Date: 10-20-25

Applications and payments can be submitted three ways:
In-Person: Town Hall, Zero Jasper Street, Planning & Zoning
Online: https://www.townofgranby.com/onlinepayments + Email: planning@townofgranby.com
USPS: Town Hall, Planning & Zoning, PO Box 440, Granby, CO 80446-0440

TOWN OF GRANBY
AGREEMENT FOR PAYMENT OF
REVIEW AND DEVELOPMENT EXPENSES INCURRED BY THE TOWN
SUBDIVISION, ANNEXATION AND ZONING PROCESS

THIS AGREEMENT ("the Agreement" is entered into this 10 day of OCT - 2025 2025, by and between the Town of Granby, Colorado, a Colorado municipal corporation, ("the Town") and Reclamation Ridge LLC, a Limited Liability Corporation (homeowner, type of corporation, LLC, etc. if applicable), (collectively, "the Owner").

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

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

WHEREAS, the Owner desires to develop the Property and has made application to the Town for approval of subdivision, annexation and/or zoning of the Property, and

WHEREAS, the Parties recognize that the land use fees as specified by the Municipal Code of the Town may not be adequate to fully cover the Town's expenses incurred during the application process, including but not limited to, legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, engineering fees, attorney fees, consultant fees, and fees for administrative time of Town staff, including, but not limited to managerial, clerical, billing, and review time, and

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

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

1. The Town has collected or will collect certain subdivision, annexation and land use fees from the Owner and the Town will apply those fees against the development review expenses incurred by the Town while processing the Owner's development review proposal. In the event the Town incurs development review expenses greater than the monies collected from the Owner, the Owner agrees to reimburse the Town for the additional expenses and fees upon submittal of an invoice. Owner shall pay all invoices submitted by the Town within ten (10) days of the Town's delivery of such invoice. Failure by the Owner to pay any invoice within the specified time shall be cause for the Town to cease processing the application, cease development of the Property, deny approval of the application, withhold the issuance of building permits or certificates of occupancy and for the Town to exercise such rights and remedies as are otherwise available to it in law or equity or under the applicable provisions of the Town Code.

2. Except where the law or an agreement with the Town provides otherwise, the Owner may terminate its application at any time by giving written notice to the Town. The Town

shall take all reasonable steps necessary to terminate the accrual of costs to the Owner and file such notices as are required by the Town's regulations. The Owner shall be liable for all costs incurred by the Town in terminating the processing of the application.

3. If the Owner fails to pay the fees and costs required herein when due, the Town may take those steps necessary and authorized bylaw to collect the fees and costs due, in addition to exercising those remedies set forth in Section 1, above. The Town shall be entitled to recover from Owner all court costs and attorneys' fees incurred in collection of the balance due, including interest on the amount due from its due date at the rate of 18% per annum.

4. The Town will account for all funds expended and fees and expenses incurred by the Town as a result of the development review of the application throughout the development process. Statements of expenses incurred will be made available to the Owner by the Town. Expenses to be charged to the Owner's account shall include, but shall not be limited to legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, engineering fees, attorney fees, consultant fees, fees for administrative time of Town staff, security, permits and easements. Within 60 days after the completion of the processing of the application by the Town, the Town will provide Owner with a statement of account and will refund to the Owner any funds paid by the Owner that were not expended by the Town, except where the Parties expressly agree to the contrary.

5. Owner's obligation to pay the costs and expenses provided for in this Agreement shall exist and continue independent of whether the Owner's application, or any part thereof, is approved, approved with conditions, denied, withdrawn, or terminated by the Town or the Owner prior to a final decision in the process.

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

PRINTED OWNER'S NAME: Ken Evans

OWNER OF PROPERTY: [redacted]
Signature

OWNER'S PHYSICAL & MAILING ADDRESS: 9358 Hilltop Road, Parker CO 80134

OWNER'S EMAIL & PHONE #: [redacted]

TOWN OF GRANBY

By: _____
Town Manager

Attest:

_____
Town Clerk

TOWN OF GRANBY INCORPORATED SEAL DECEMBER 11, 1905 COLORADO

Reclamation Ridge 300 foot owners

OWNER NAME	MAILING ADDRESS	PHYSICAL ADDRESS
UNREEL, LLC	PO BOX 1163 GRANBY, CO 80446-1163	1120 US HWY 34 GRANBY, CO 80446
JOHN SCOT & JULIE ANN HORN	PO BOX 1211 GRANBY, CO 80446-1211	868 US HWY 34 GRANBY, CO 80446
TOWN OF GRANBY	PO BOX 440 GRANBY, CO 80446-0440	
GRAND VALLEY HOLDINGS, LLC	32045 CASTLE CT STE 104 EVERGREEN, CO 80439-3503	
GRANBY INDUSTRIAL LTD LIABILITY CO	3921 COUNTY ROAD PARSHALL, CO 80468-8803	865 GRANBY WEST CIRCLE GRANBY, CO 80446
THOMPSON PROPERTIES	PO BOX 3 GRANBY ,CO 80446-0003	
FOX HOLLOW BY HAHNS PEAK ENTERPRISES, LLC	PO BOX 1147 GRANBY, CO 80446-1147	
CHRISTINE HOLLEY	PO BOX 694 GRANBY, CO 80446-0694	
DANIEL L & DONNA R HAHN	PO BOX 1147 GRANBY, CO 80446-1147	469 GCR 61 GRANBY, CO 80446
KEN SR & JANICE EVANS & KENNETH J EVANS JR.	PO BOX 157 HEMPSTEAD, TX 77445	320 GCR 616 GRANBY, CO 80446-0157
MOUNTAIN MONGRELS, LLC	PO BOX 1611 GRAND LAKE, CO 80447-1611	440 GCR 613 GRANBY, CO 80446
EH INTERNATIONAL	PO BOX 204 GRANBY, CO 80446-0204	

Environment, Inc.

LARRY E. O'BRIAN
FOUNDER

STEVAN L. O'BRIAN
PRESIDENT

7985 VANCE DRIVE, SUITE 205A
ARVADA, COLORADO 80003
303-423-7297
FAX 303-423-7599

June 4, 2025

Mr.Ken Evans
Reclamation Ridge, LLC
Overlook Mine LLC.
P.O. Box 2456
Parker, CO 80134

Dear Ken,

Re: Reclamation Ridge
DRMS letter requirement

I my opinion, it would not be possible to provid a letter from the Division of Reclamation, Mining and Safety showing that reclamation was complete on Tract 5 knowing they do not provide such letter until all reclamation was complete. According to DRMS Rule 3.1.10(1)[CRS 34-32.5-116(4)(f)] "....land shall be revegetated in such a way as to establish a diverse, effective, and long-lasting vegetative cover that is capable of self-regeneration without continued dependence on irrigation, soil amendments or fertilizer, and is at least equal in extent of cover to the natural vegetation of the surrounding area." . So asking for a letter showing that reclamation is complete until that is done would not result in a letter being issued by the Division, since reclamation was not complete.

As a note the only areas needing reclamation when mining is complete are the side slopes as the level area just needs to be graded and that is complete.

Also, while the grading was completed, the landowner needed more material for personal use on the Tract 5 so the area was redisturbed and could not be reclaimed until he was done. This is allowed by your State permit since it covers the E.H. International lots and Tracts 5 & 6.

The DRMS will not issue a letter of completion until the site is fully reclaimed, this means that all grading, resoiling and revegetation is complete. This includes showing that the area

seeded has sufficient growth to meet rule 3.1.10(1) and that normally takes from 3 to 5 years after the seed has germinated.

As a reminder according to state law and to Rule 3.1.1(1)[CRS 34-32.5-116(4)(m)] "...how the Affected Lands shall be reclaimed." the landowner has to be consulted on reclamation. If the landowner still needs material for personal use then reclamation is premature and technically he is not in agreement with the reclamation plan at that time.

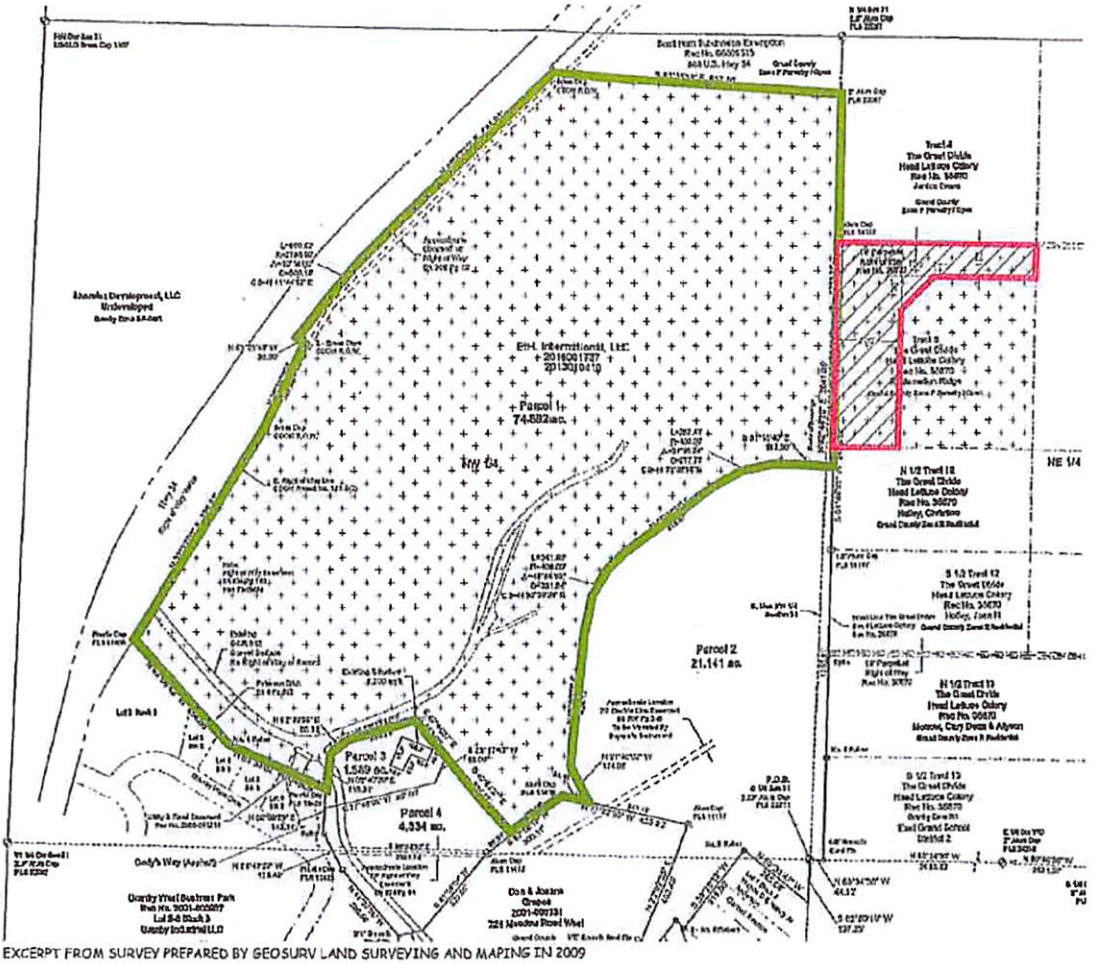
If you have any questions please contact me.

Sincerely,
Environment, Inc.

Stevan L. O'Brian
President

RECLAMATION RIDGE, LLC - TOWN OF GRANBY
CONDITIONAL USE PERMIT RENEWAL 2023 MAP.

EXHIBIT A



EXCERPT FROM SURVEY PREPARED BY GEOSURV LAND SURVEYING AND MAPING IN 2009

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CONDITIONAL USE AREA - 2023

RECLAMATION ONLY AREA - 2023

CONDITIONAL USE PERMIT AREA - 2021

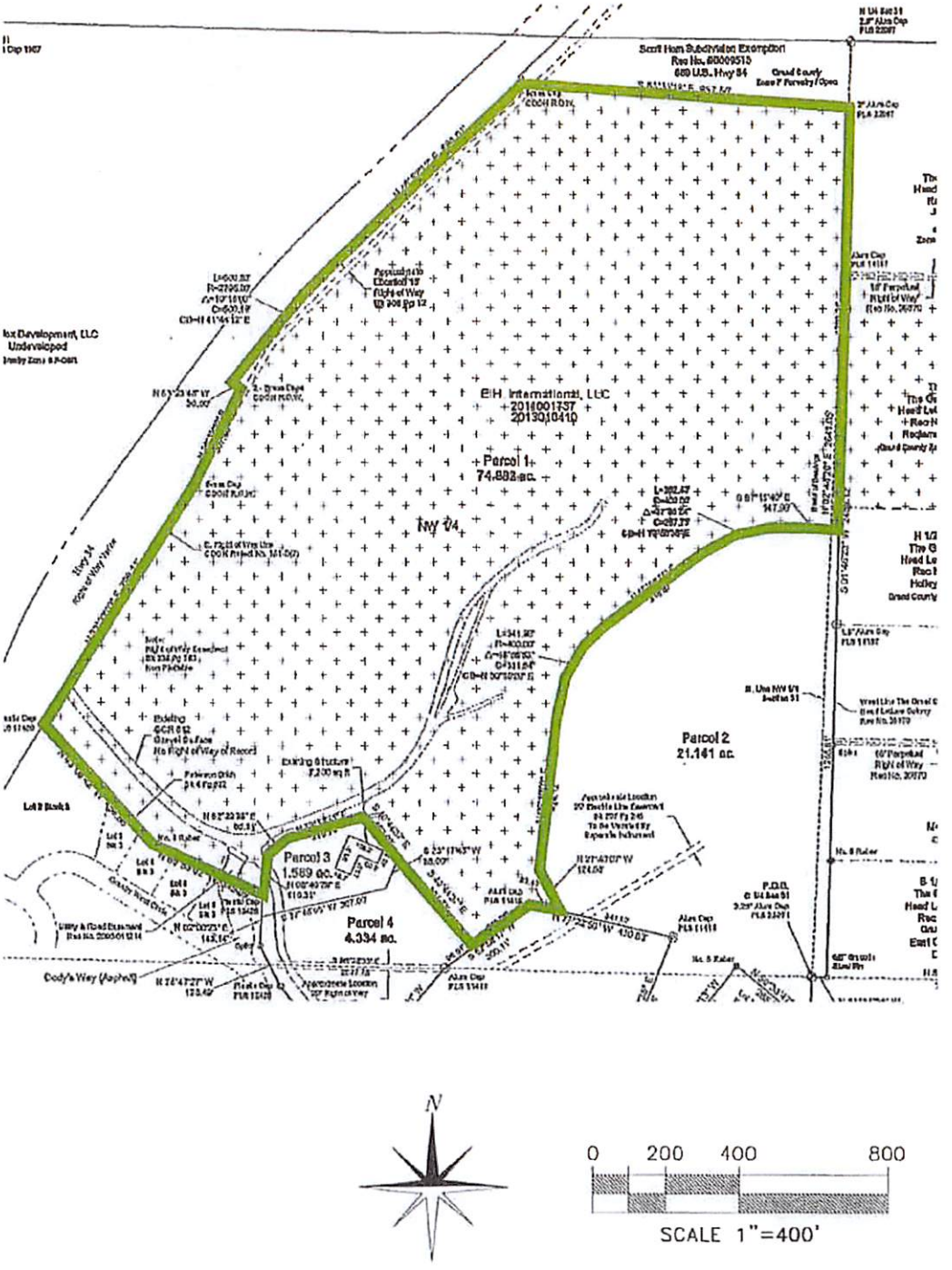
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SCALE 1"=500'

DEC 06, 2023 - 10:15:10

EXHIBIT A

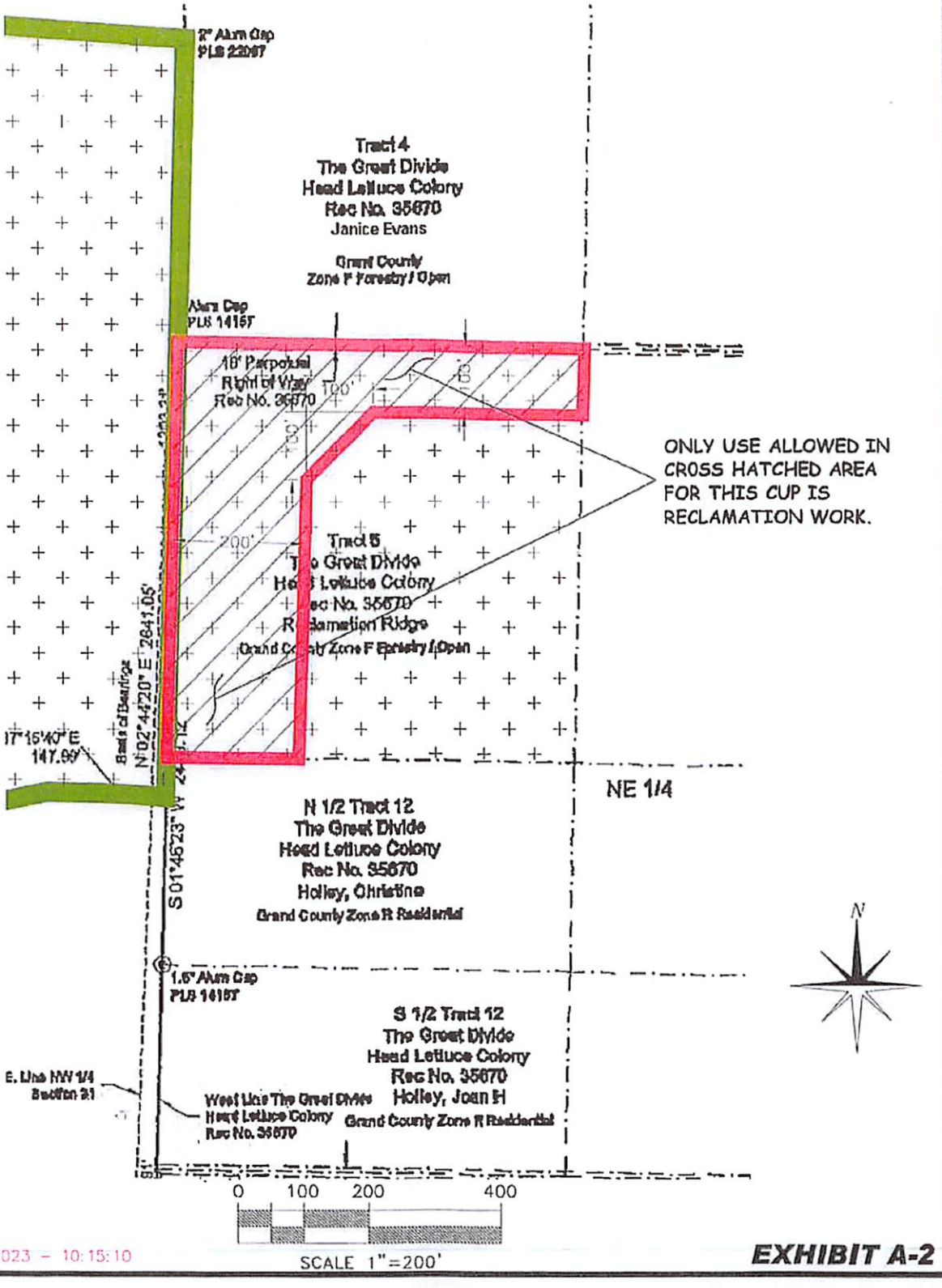
RECLAMATION RIDGE, LLC. - TOWN OF GRANBY
CONDITIONAL USE PERMIT RENEWAL 2023
EH INTERNATIONAL PARCEL



DEC 06, 2023 - 10:15:10

EXHIBIT A-1

RECLAMATION RIDGE, LLC. - TOWN OF GRANBY
CONDITIONAL USE PERMIT RENEWAL 2023
HAHN PARCEL



DEC 06, 2023 - 10:15:10

EXHIBIT A-2

ecific Pages: [ ] Go

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eption Number: [2011001737] Go

Search Results

cord Date:	3/4/2011
ok Type:	RE - Real Estate
ception mber:	2011001737
mber Of ges:	3
c Type:	SWD - SPECIAL WARRANTY DEED
ller:	RECLAMATION RIDGE LLC
yer:	EVANS KENNETH J EH INTERNATIONAL LLC
les Price:	1150000.0000
cord Date:	3/4/2011 12:00:00 AM
of Pages in nsfer Dec:	2
ferenced By:	2020003263 2020007091 2021008686 RE 0/0 2017002029 RE 0/0 2017002030
ıated cLink:	2000011214 2003013460 2007011873 2010010150 2010010151 2010010152
cLegal:	RECLAMATION RIDGE PARCEL 1
ilback:	

Account: R308867

0 of 15 Results Next->

Location

Parcel Number 1329-312-01-004
Tax Area 040 - GRANBY
Situs Address
Legal Summary Subd: RECLAMATION RIDGE Lot: 1

Owner Information

Owner Name E H INTERNATIONAL, LLC
Owner Address PO BOX 204
GRANBY, CO 80446-0204

Assessment History

Actual Value (2025)	$322,830
School Assessed	$87,160
Primary Assessed	$87,160

Tax Area: 040 **Mill Levy Total:** 61.405000
Mill Levy School:20.812000 **Mill Levy Non-School:**40.593000

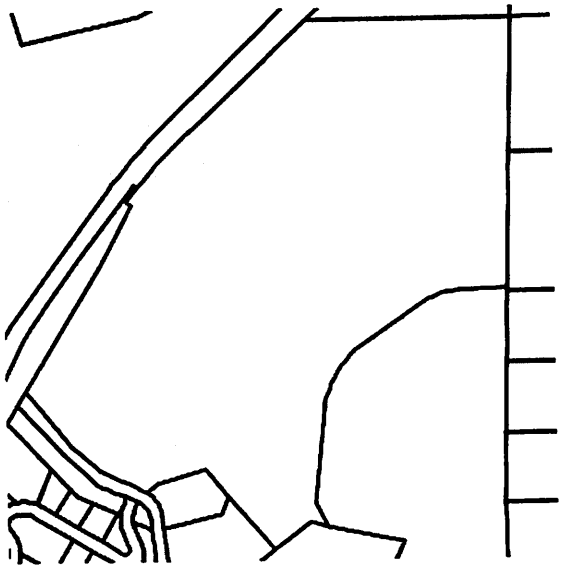
Type	Base Actual	Actual (School)	Actual (Non-School)	Assessed (School)	Assessed (Non-School)	Acres
Vacant Land	$322,830	$322,830	$322,830	$87,160	$87,160	12.760

Transfers

Sale Date	Sale Price	Doc Description
02/28/2014	$0	RESOLUTION
11/26/2013	$0	QUIT CLAIM DEED
03/02/2011	$1,150,000	SPECIAL WARRANTY DEED
03/02/2011	$0	STATEMENT OF AUTHORITY
12/08/2010	$0	GRAND COUNTY RESOLUTION
12/03/2010	$0	STATEMENT OF AUTHORITY
12/02/2010	$0	ORDER OF ANNEXATION
11/09/2010	$0	ORDER OF ANNEXATION
08/12/2010	$0	RECORDED PLAT
07/13/2010	$0	GRAND COUNTY RESOLUTION
07/13/2010	$0	GRAND COUNTY RESOLUTION
07/13/2010	$0	ORDER OF ANNEXATION
03/01/2010	$0	GRAND COUNTY RESOLUTION
01/04/2010	$0	GRAND COUNTY RESOLUTION
01/04/2010	$0	GRAND COUNTY RESOLUTION
01/04/2010	$0	GRAND COUNTY RESOLUTION
01/04/2010	$0	GRAND COUNTY RESOLUTION
12/12/2009	$0	ORDINANCE

Images

- GIS



TOWN OF GRANBY
Cody Mullinex
Town Clerk / Planning Coordinator
ZERO JASPER AVENUE, P.O. Box 440
GRANBY, COLORADO 80446-0440
970-887-2501 ext. 215
cmullinex@townofgranby.com

DATE: November 4, 2025

RE: **CONDITIONAL USE PERMIT (CUP) RENEWAL FOR RECLAMATION RIDGE, LLC. (Gravel Extraction at Reclamation Ridge, Lot 1)**

Please email comments or concerns within **10 days** to: planning@townofgranby.com or mail comments to Town Clerk, Town of Granby, P.O. Box 440, Granby, CO 80446 or drop off at Town Hall, Attn: Town Clerk, Zero Jasper Ave, Granby, CO.

To view the planning application and supporting documentation, visit the Town of Granby website, Planning and Zoning department: https://www.townofgranby.com/planning and choose the project name listed above.

Sincerely,

Cody Mullinex
Town Clerk

Cc: Meeting or Public Notice Hearing

TOWN OF GRANBY, COLORADO
NOTICE OF PUBLIC HEARINGS

IN ACCORDANCE WITH the Code of the Town of Granby, Colorado, Chapter **16.105.015**, a hearing shall be held before the Granby Board of Trustees sometime after 6:30 P.M. on Tuesday, **DECEMBER 9, 2025** for the purpose of considering **RECLAMATION RIDGE, LLC** (Owner/Applicant) REQUEST FOR APPROVAL OF A **CONDITIONAL USE PERMIT RENEWAL** for their owned property in **RECLAMATION RIDGE, Lot 1,** Granby, CO.

For more information, visit the Town of Granby Planning Department website and choose the above-named project:
https://www.townofgranby.com/planning

All interested citizens are invited to attend.

Dated this 3rd day of November, 2025

TOWN OF GRANBY, COLORADO
PLANNING COMMISSION/BOARD OF TRUSTEES

Cody Mullinex
Town Clerk

Published one time on the 12th day of November, 2025 in the Sky Hi News.
Posted November 3, 2025.

Column

INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Sky-Hi News and Middle Park Times** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(970) 887-3334.**

Notice ID: c1AH0PduGdEGAOwlVUSC | **Proof Updated: Nov. 04, 2025 at 10:33am MST**
Notice Name: CUP Reclamation Ridge

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER	FILING FOR
Cody Mullinex	Sky-Hi News and Middle Park
cmullinex@townofgranby.com	Times
(970) 887-2501	

Columns Wide:	1	**Ad Class:**	Legals
Total Column Inches:	2.91		
Number of Lines:	35		

11/12/2025: Other	17.71
Affidavit Fee	10.00
Subtotal	$27.71
Tax	$0.00
Processing Fee	$2.77
Total	**$30.48**

TOWN OF GRANBY, COLORADO
NOTICE OF PUBLIC HEARINGS

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For more information, visit the Town of Granby Planning Department website and choose the above-named project:
https://www.townofgranby.com/planning

All interested citizens are invited to attend.

Dated this 3rd day of November, 2025

TOWN OF GRANBY, COLORADO
BOARD OF TRUSTEES

_____/s/_____
Cody Mullinex
Town Clerk

Published one time on the 12th day of November, 2025 in the Sky HI News.
Posted November 3, 2025.
PUBLISHED IN THE SKY-HI NEWS AND MIDDLE PARK TIMES ON WEDNESDAY, NOVEMBER 12, 2025.

Cody Mullinex

From: Cody Mullinex
Sent: Tuesday, November 4, 2025 2:34 PM
To: 'Yvonne Brenneman'
Cc: Ken Evans
Subject: RE: Reclamation Ridge

Thank you Yvonne. The CUP renewal hearing is scheduled for Tuesday, December 9, 2025 at 6:30pm with the Board of Trustees. After review of your application and supporting documents, you are missing the certification letter that is required according to the town code section 16.105.015 (a) (2). That section of the code can be found at this link: https://www.codepublishing.com/CO/Granby/#!/Granby16/Granby16105.html#16.105.015. Please let me know if you need further assistance.

Cody Mullinex
Town Clerk
Town of Granby
PO Box 440, Granby, CO 80446
cmullinex@townofgranby.com
970-887-2501 ext. 215

GRANBY
COLORADO
1905

From: Yvonne Brenneman <yvonne@pei-corp.com>
Sent: Friday, October 31, 2025 2:38 PM
To: Cody Mullinex <cmullinex@townofgranby.com>
Cc: Ken Evans <ken@pei-corp.com>
Subject: RE: Reclamation Ridge

Caution! This message was sent from outside your organization. Allow sender | Block sender | Report

Cody,

I have attached a copy of the payment receipt along with the letter per your request!
Let us know if you need anything else!

Yvonne Brenneman
AP Specialist
P.E.I.
Premier Earthworks & Infrastructure
Mobile: 720.504.3553
Email: yvonne@pei-corp.com
PO Box 2456

Parker, CO 80134

From: Cody Mullinex <cmullinex@townofgranby.com>
Sent: Wednesday, October 29, 2025 3:25 PM
To: Yvonne Brenneman <yvonne@pei-corp.com>
Cc: Ken Evans <ken@pei-corp.com>
Subject: RE: Reclamation Ridge

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good afternoon Yvonne,
Thank you for submitting the CUP renewal application. The fee total fee that is due is $2,846.40 and you can pay online or by check. Per my previous email, were you able to obtain the letter from the State indicating the reclamation of the previously mined areas within Lot 5 of the Great Divide Head Lettuce Colony have been satisfactorily completed? This was a requirement and due by June 30, 2025 but I do not see it with the file.

Thank you,

Cody Mullinex
Town Clerk
Town of Granby
PO Box 440, Granby, CO 80446
cmullinex@townofgranby.com
970-887-2501 ext. 215

GRANBY
COLORADO
1905

From: Yvonne Brenneman <yvonne@pei-corp.com>
Sent: Friday, October 24, 2025 3:22 PM
To: Cody Mullinex <cmullinex@townofgranby.com>
Cc: Ken Evans <ken@pei-corp.com>
Subject: RE: Reclamation Ridge

Good afternoon Cody,

Please see our CUP renewal application.

Let us know if you need anything else!

I also want to confirm that we will owe $2,846.40? That is the $600+ (74.88acre).

Thank you!

Yvonne Brenneman
AP Specialist

Premier Earthworks & Infrastructure
Mobile: 720.504.3553
Email: yvonne@pei-corp.com
PO Box 2456
Parker, CO 80134

From: Cody Mullinex <cmullinex@townofgranby.com>
Sent: Tuesday, September 2, 2025 9:27 AM
To: Yvonne Brenneman <yvonne@pei-corp.com>
Cc: Ken Evans <ken@pei-corp.com>
Subject: RE: Reclamation Ridge

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good Morning Yvonne,

Thank you for reaching out regarding the renewal of the CUP for Reclamation Ridge. The CUP will expire on December 12, 2025. In order to stay in compliance, we will need to receive a completed application with all required supporting documentation and fees at least 30 days before a scheduled Board of Trustees meeting (the latest meeting to stay in compliance would be on December 9, 2025). The application, fee sheet, and reimbursement agreement, can be found on our website here: https://www.townofgranby.com/index.asp?SEC=790F5DC2-741D-4371-9F8B-8E6DD0BE1BE0&DE=797F7911-BCA1-4AD3-AB09-A54E72241F73.
The section of the Town Code (16.105.015) that lists the documents required for CUP renewal can also be found on our website here: https://www.codepublishing.com/CO/Granby/#!/Granby16/Granby16105.html#16.105.015

After reviewing your current CUP conditions that were listed in Resolution 2023-12-12A (attached for your reference), I see that under condition B-17, a written notice from the State was due to the Town on June 30, 2025. Did you receive that notice? If so, please forward so I can include that in your permit file.

Please let me know if you have any additional questions. Have a wonderful day!

Sincerely,

Cody Mullinex
Town Clerk
Town of Granby
PO Box 440, Granby, CO 80446
cmullinex@townofgranby.com
970-887-2501 ext. 215

GRANBY
COLORADO
1905

From: Yvonne Brenneman <yvonne@pei-corp.com>
Sent: Tuesday, September 2, 2025 8:09 AM

To: Cody Mullinex <cmullinex@townofgranby.com>
Cc: Ken Evans <ken@pei-corp.com>
Subject: Reclamation Ridge

Good morning Cody,

Reclamation Ridge CUP renewal is coming up and we are just wondering when we need to notify you that we would like to renew it and when does it renew?

Thank you!

Yvonne Brenneman

RECEPTION#: 2023008867, 12/21/2023 at 03:19:57 PM
1 OF 20, R $108.00 ,
Jolene S. Linke, Grand County Clerk, Colorado

TOWN OF GRANBY
BOARD OF TRUSTEES
RESOLUTION 2023-12-12A

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR A GRAVEL EXTRACTION, SUBJECT TO CONDITIONS (Reclamation Ridge, LLC)

WHEREAS, Reclamation Ridge, LLC a Colorado limited liability company ("the Applicant") has a lease interest to operate a gravel pit on the following real property:

Reclamation Ridge, Lot 1, in Granby, Colorado,

("the Property"); and

WHEREAS, the Town of Granby previously annexed an area that includes the Property and other lands, into the Town; and

WHEREAS, for several years prior to petitioning to annex to the Town, the Applicant or its predecessors have operated a gravel pit on the Property; and

WHEREAS, the Applicant desires to continue operating the Property for gravel extraction; and

WHEREAS, the Property is zoned Industrial Zone District (I); and

WHEREAS, under the provisions of the Granby Town Code operation gravel extraction in the Industrial (I) Zone District is permitted as a conditional use; and

WHEREAS, the Applicant had previously been issued a conditional use permit for the purpose of operating a gravel pit on the Property and has submitted an application pursuant to Chapter 16.105 of the Granby Municipal Code seeking a new conditional use permit to utilize the Property for gravel extraction; and

WHEREAS, the Planning Commission for the Town of Granby considered the Application at its meeting on December 4, 2023, and recommended the Board of Trustees approve the application subject to conditions as provided for in Planning Commission Resolution Number 2023-12-04; and

WHEREAS, at its regular meeting on December 12, 2023, the Board of Trustees considered the application, the Planning Commission findings and recommendation, and evidence and testimony provided at the hearing, and makes the following findings. These findings assume the conditions as set forth in Section B., below are satisfied and fully complied with.

FINDINGS:

1. The current and proposed continued use of the Property for gravel extraction is relatively compatible with the neighborhood and surrounding uses.

2. The proposed use substantially conforms with the intent of the Master Plan for the area in which the Property is located.

3. The following on and off-site mitigation measures are required in order to temper the impacts of the proposed use on surrounding properties:

   a. On site mitigation measures:

      Indicated in the Conditions section below.

   b. Off-site mitigation measures:

      The Applicant shall take all steps deemed reasonable and appropriate by the Town Manager in the exercise of his or her reasonable discretion to ensure that no industrial traffic shall be allowed on the private lanes connecting Tract 5 and adjacent Tracts to the east with County Road 61.

4. The current and proposed use of the Property for gravel extraction will not have an adverse effect on property values in the area, provided the conditions and mitigation measures set forth in this Resolution are complied with.

5. The current and proposed use of the property for gravel extraction is unlikely to create a nuisance provided the conditions and mitigation measures set forth in this Resolution are complied with.

6. The current and proposed use of the Property for gravel extraction will not adversely affect the health, safety or welfare of the community as a whole, provided the conditions and mitigation measures set forth in this Resolution are complied with.

7. Written comments received from the referral agencies to which the application was provided did not oppose approving the application.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRANBY, COLORADO, AS FOLLOWS:

A. The Board of Trustees approves the application to use the Property for gravel extraction as a conditional use.

B. The Board of Trustee's approval is subject to the following conditions:

   1. Agreement. That the Applicant enter into a Conditional Use Permit Agreement reflecting the terms and conditions of the permit and the requirements of the Granby

Town Code. Applicant shall execute and return the Conditional Use Permit Agreement to the Town by December 22, 2023 at 5:00 p.m. MST.

2. That the Applicant only performs gravel extraction on the Property in conformity with the map submitted with the Application, which is attached as Exhibit A and incorporated herein by reference.

3. **Landscape Plan**. That the Applicant maintain existing natural vegetation at the entry drive and scale house, remove or repair fencing in compliance with Colorado Parks and Wildlife's wildlife friendly suggestions and implement noxious weed control.

4. **Traffic Control**. That all commercial and industrial traffic generated by this gravel pit shall be required to enter and exit onto and off of Highway 34. No traffic directly or indirectly related to the operation of the gravel pit shall be allowed on the private lanes connecting the Property to the east with County Road 61.

5. **Revegetation Plan**. The Applicant shall comply with all provisions required by the State of Colorado regarding revegetation of the Property. Applicant shall provide the Town and comply with an integrated weed management plan to control and eliminate the spread of any noxious weeds in and around the Property as requested by Colorado Parks and Wildlife in its letter dated May 3, 2021, concerning a previous application. The Applicant will comply with the reclamation plan submitted to the Board of Trustees, including all deadlines contained therein, for the revegetation and reclamation of the areas previously mined by the Applicant within Lot 5 of the Great Divide Head Lettuce Colony, Granby, Colorado.

6. **State Licensing**. That the Applicant provides the Town proof of all required licensing by the State of Colorado as well as any subsequent re-licensing. The Applicant shall provide the Town with copies of all reports, warnings, notices or other materials received from any agency of the State of Colorado that may reflect on or be related to the operation of the facility or the status of the Applicant's license. In the event the Applicant violates its license, the Board of Trustees, following notice to the Applicant, may conduct a hearing to consider whether the Conditional Use Permit should be revoked or suspended or other actions should be taken.

7. **Hours of Operation**. The hours of operation shall be from 7:00 a.m. to 5:00 p.m., Monday through Friday, and 8:00 a.m. to 12:00 noon Saturday. No operations shall be permitted on Sunday. Operation shall include extraction, stacking, crushing and retail sale of materials. Applicant may conduct repair and maintenance activities until 5:30 p.m., Monday through Friday. In the event the Applicant needs to operate outside these hours, it must obtain the prior written consent of the Town Manager.

8. **Expansion of operation.** The Applicant shall not expand or allow expansion of the uses of the Property or the area of the Property permitted hereunder. The Applicant shall operate the gravel pit on the Property in conformity with the map

submitted with the Application.

9. **Compliance with application materials.** The Applicant shall comply at all times with the provisions of the Photometric Plan, Drainage Report, Emergency Response Plan, Waste Disposal Plan, Noise and Air Pollution Plans, and Dust Suppression Plans, as set forth in the application, including materials previously submitted to Grand County.

10. **Term and Expiration.** That the initial term of the Conditional Use Permit shall be for a period of 2 years. After the end of such period, the Board of Trustees may review the Conditional Use Permit, and at the Board's option, add or delete conditions based on operation of the facility and compliance with the conditions of the Conditional Use Permit. The Town shall be under no obligation to renew or extend the Conditional Use Permit beyond the expiration of such two-year term. In the event the Property is not used for a gravel extraction for a period of eight consecutive months or longer, then such use shall be deemed abandoned and the conditional use permit terminated.

11. **Compliance with state permit requirements.** The Applicant shall comply at all times with all permits required and issued by the State of Colorado, including but not limited to, Colorado Department of Transportation permits relating to accessing Highway 34.

12. **View of Materials or Equipment from Highway 34.** No gravel or other mined materials shall be stored so that it can be seen from Highway 34 during non-operating hours. In addition, the equipment used in connection with the operation of the gravel pit shall be operated in a manner as not to be seen from Highway 34.

13. **View of Materials by Neighbors.** Neither the materials nor the equipment referenced in Paragraph 12 shall be able to be seen from neighboring properties. Neighboring properties shall include Great Divide Head Lettuce Colony Lots 1, 2, 7, and 8, Grand County, Colorado.

14. **Dust Mitigation.** Applicant shall conduct dust mitigation pursuant to industry standards.

15. **Well Monitoring.** Applicant shall cause to be conducted well monitoring on a quarterly basis. Applicant shall provide a report regarding such monitoring to the to the Town so the Town may distribute the report to surrounding property owners. The report shall identify the third-party that conducted such monitoring.

16. In the event Applicant intends to disturb any land within fifty feet of Mountain Parks Electric, Inc.'s existing overhead lines, Applicant will contact Mountain Parks Electric, Inc. prior to initiating such disturbance.

17. On or before June 30, 2025, Applicant shall provide the Town with written notice from the State of Colorado indicating that the reclamation of the previously mined

areas within Lot 5 of the Great Divide Head Lettuce Company has been satisfactorily completed.

18. **Transfer or Assignment**. The Conditional Use Permit that is being approved relates only to the Applicant and is based, in part, on the presentations and representations by the Applicant. The Conditional Use Permit shall not be transferred by the Applicant.

19. **Limitation of Liability**. By issuing this Conditional Use Permit the Town of Granby assumes no responsibility for the operation of the Applicant's site and the Applicant shall covenant and agree to indemnify and hold the Town of Granby harmless for any injury, damages or claims which may occur, of whatever type of nature, as the result of the uses or operations contemplated by this permit. The Applicant warrants that appropriate liability and hazard insurance will be obtained to compensate any individual who may be injured or damaged in any manner by conduct relating to this permit or operation under this permit. Such liability and hazard insurance shall continue in effect so long as the Property is used for gravel extraction. The Applicant shall further warrant and agree to compensate the Town of Granby for any expense incurred in the defense of any lawsuit or any other type of action which may be brought against the Town as a result of issuing this conditional use permit or operations under the conditional use permit.

20. In the event a violation or noncompliance is shown to have occurred, following a hearing and opportunity for the Applicant to be heard, the Board of Trustees may impose a fine up to $1,000 per violation, with each day of violation or noncompliance constituting a separate violation.

21. In the event of a conflict between or among the provisions of the Agreement and any of the other documents or regulations and laws relating to this conditional use permit or the operation of the gravel permit, the more restrictive provision shall control.

MOVED, SECONDED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRANBY, COLORADO THIS 12TH DAY OF DECEMBER, 2023.

SEAL

TOWN OF GRANBY INCORPORATED SEAL DECEMBER 11, 1905 COLORADO

Votes Approving: 7
Votes Opposed: 0
Absent: 0
Abstained: 0

ATTEST:

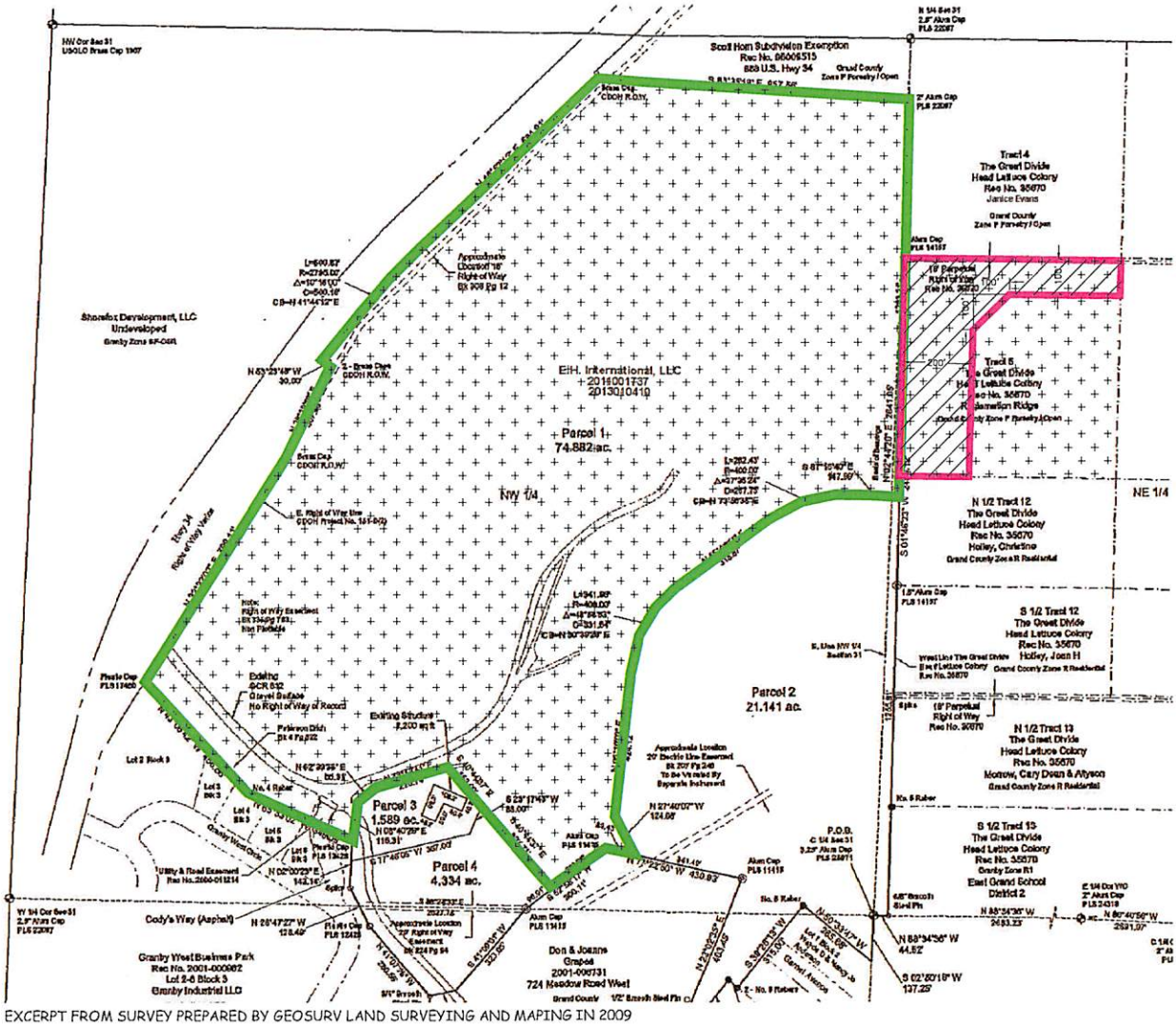
Deborah K. Hess, CMC
Town Clerk

BOARD OF TRUSTEES

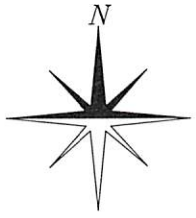
Joshua Hardy
Mayor

RECLAMATION RIDGE, LLC - TOWN OF GRANBY
CONDITIONAL USE PERMIT RENEWAL 2023 MAP.

EXHIBIT A



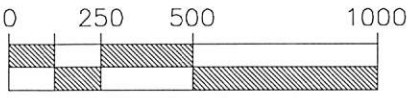
EXCERPT FROM SURVEY PREPARED BY GEOSURV LAND SURVEYING AND MAPING IN 2009



CONDITIONAL USE AREA - 2023

RECLAMATION ONLY AREA - 2023

CONDITIONAL USE PERMIT AREA - 2021

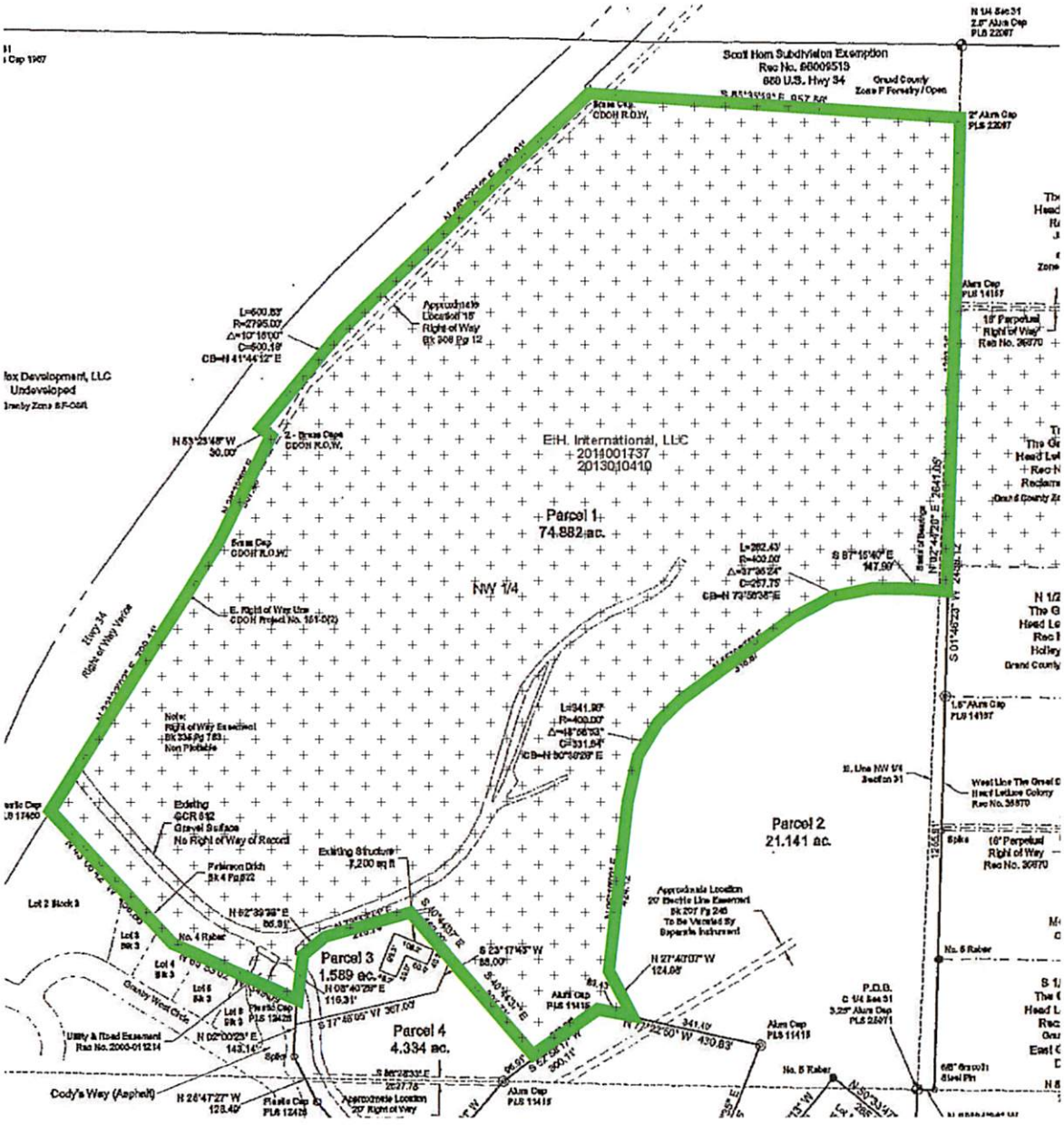


SCALE 1"=500'

DEC 06, 2023 – 10:15:10

EXHIBIT A

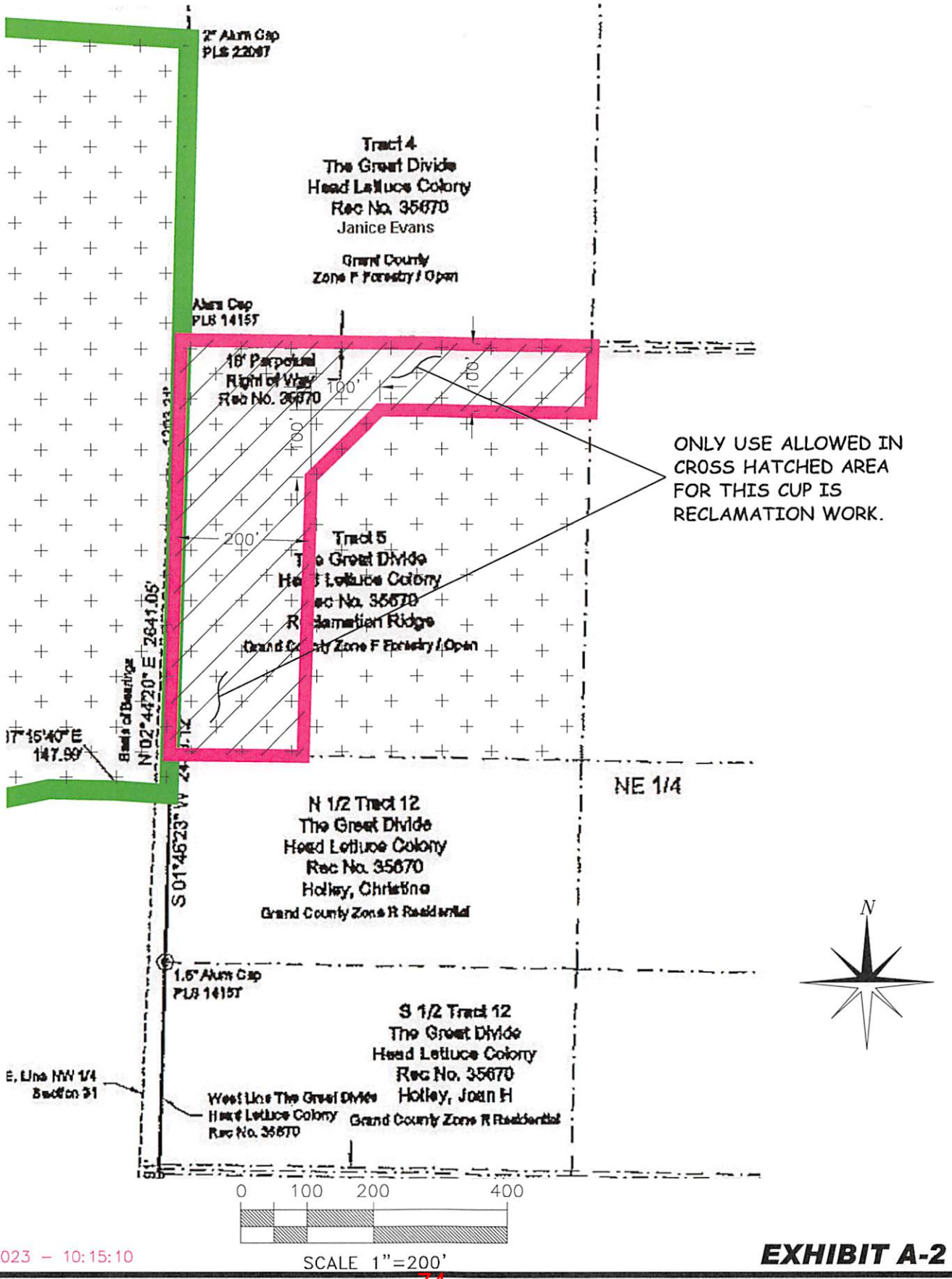
RECLAMATION RIDGE, LLC. - TOWN OF GRANBY
CONDITIONAL USE PERMIT RENEWAL 2023
EH INTERNATIONAL PARCEL



DEC 06, 2023 – 10:15:10

EXHIBIT A-1

RECLAMATION RIDGE, LLC. - TOWN OF GRANBY
CONDITIONAL USE PERMIT RENEWAL 2023
HAHN PARCEL



DEC 06, 2023 – 10:15:10

EXHIBIT A-2

CONDITIONAL USE PERMIT AGREEMENT

Reclamation Ridge Gravel Pit

THIS AGREEMENT is effective this 12th day of December, 2023, by and between the Town of Granby, a Colorado municipal corporation ("the Town"), and Reclamation Ridge, LLC, a Colorado limited liability company ("the Applicant").

WHEREAS, Reclamation Ridge, LLC a Colorado limited liability company ("the Applicant") has a lease interest to operate a gravel pit on real property described as follows:

Reclamation Ridge, Lot 1, Granby, Colorado;

("the Property"); and

WHEREAS, the Property, in part, has been continuously operated as a gravel pit prior to and since being annexed into the Town; and

WHEREAS, the Property is zoned Industrial Zone District (I) and, under the provisions of the Granby Town Code mining and gravel extraction is a conditional use in the Industrial (I) Zone District; and

WHEREAS, the Applicant previously obtained a conditional use permit for gravel extraction and desires to continue such use on the Property; and

WHEREAS, the Applicant has applied for a new conditional use permit for gravel extraction on the Property; and

WHEREAS, the Applicant has certified neither the nature nor extent of the use of the Property, the site plan, landscape and impact buffering plan, impact mitigation methods, development schedules or other significant aspects of the previously approved conditional use have changed since the board of trustees' previous approval of the conditional use permit; and

WHEREAS, the Planning Commission considered the application for conditional use at its regular meeting on December 4, 2023, and, based on the Application and comments provided at such meeting, the Planning Commission recommended the Board of Trustees approve the application subject to conditions; and

WHEREAS, the Applicant acknowledges that the Town's review and approval of plans for the proposed Conditional Use have been done in furtherance of the general public's health, safety and welfare and that no immunity is waived and no specific relation with, or duty of care to the Applicant or third parties is created or assumed by

such review or approval; and

WHEREAS, following proper notice, the Granby Board of Trustees has considered the Applicant's application, the Planning Commission's recommendation, and testimony and evidence received regarding the application to use the Property for gravel extraction as a Conditional Use and has concluded that such use is proper under the terms and conditions set forth herein.

NOW THEREFORE, it is agreed as follows:

1. The Granby Board of Trustees grants to the Applicant the right to use the Property for gravel extraction, subject to the conditions set forth in Section 2., below.

2. The Applicant shall be entitled to continue to use the Property for gravel extraction as provided herein, for the term indicated below provided the Applicant complies fully and completely with the following conditions:

   a. The primary use of the Property shall be gravel extraction.

   b. The Applicant shall obtain and maintain all permits and licenses required by the Town of Granby, Grand County, State of Colorado, or other governmental agencies for the construction and/or operation of the Property for gravel extraction and shall provide the Town with evidence of such compliance.

   c. Hours of operation shall be limited to 7:00 a.m. to 5:00 p.m., Monday through Friday and 8:00 a.m. to 12:00 noon Saturday. No operations shall be permitted on Sunday. Operation shall include extraction, stacking, crushing and retail sale of materials. Applicant may conduct repair and maintenance activities until 5:30 p.m., Monday through Friday. In the event the Applicant needs to operate outside these hours, it must obtain the prior written consent of the Town Manager.

   d. The Applicant shall not expand or allow expansion of the uses of the Property or the area of the Property permitted hereunder.

   e. The Applicant shall operate the gravel pit on the Property in conformity with the map submitted with the Application, which is attached as Exhibit A and incorporated herein by reference, as well as, in conformance with previous site plans submitted for the Property.

   f. Landscape Plan. The Applicant shall maintain existing natural vegetation at the entry drive and scale house, remove or repair fencing in compliance with Colorado Parks and Wildlife's wildlife friendly suggestions.

g. Traffic Control. All industrial and commercial traffic generated directly or indirectly by the gravel pit, including but not limited to any and all traffic from employees or others related to the operation of the gravel pit, shall be required to enter and exit onto and off of Highway 34. No traffic related to the operation of the gravel pit shall be allowed on the private lanes connecting the Property to the east with County Road 61.

h. Revegetation Plan and Noxious Weed Control. The Applicant shall comply with all provisions required by the State of Colorado regarding revegetation of the Property. The Applicant shall provide and comply with an integrated weed management plan in order to control and eliminate the spread of any noxious weeds in and around the Property as requested by Colorado Parks and Wildlife in its letter dated May 3, 2021, concerning Applicant's previous application. The Applicant will comply with the reclamation plan submitted to the Board of Trustees, including all deadlines contained therein, for the revegetation and reclamation of the areas previously mined by the Applicant within Lot 5 of the Great Divide Head Lettuce Colony, Granby, Colorado.

i. State Licensing. The Applicant shall provide the Town proof of all required licensing by the State of Colorado as well as any subsequent re-licensing. The Applicant shall provide the Town with copies of all reports, warnings, notices or other materials received from any agency of the State of Colorado that may reflect on or be related to the operation of the facility or the status or the Applicant's license. In the event the Applicant violates its license, the Board of Trustees, following notice to the Applicant, may conduct a hearing to consider whether the Conditional Use Permit should be revoked or suspended or other actions should be taken.

j. Compliance with application materials. The Applicant shall comply at all times with the provisions of the Photometric Plan, Drainage Report, Emergency Response Plan, Waste Disposal Plan, Noise and Air Pollution Plans, and Dust Suppression Plans, as set forth in the application and previous applications, including materials previously submitted to Grand County and the Town of Granby.

k. Term and Expiration. The initial term of the Conditional Use Permit shall be for a period of 2 years. After the end of such period, the Board of Trustees may review the Conditional Use Permit, and at the Board's option, add or delete conditions based on operation of the facility and compliance with the conditions of the Conditional Use Permit. The Town shall be under no obligation to renew or extend the Conditional Use Permit beyond the expiration of such two-year term. In the event the Property is not used for a gravel pit for a period of eight months or longer,

then such use shall be deemed abandoned and the conditional use permit terminated.

l. View of Materials or Equipment from Highway 34. No gravel or other mined materials shall be stored so that it can be seen from Highway 34 during non-operating hours. In addition, the equipment used in connection with the operation of the gravel pit shall be operated in a manner as not to be seen from Highway 34.

m. View of Materials by Neighbors. Neither the materials nor the equipment referenced in Paragraph 12 shall be able to be seen from neighboring properties. Neighboring properties shall include Great Divide Head Lettuce Colony Lots 1, 2, 7, and 8, Grand County, Colorado.

n. Well Monitoring. Applicant shall conduct well monitoring on a quarterly basis. Applicant shall provide a report regarding such monitoring to the to the Town so the Town may distribute the report to surrounding property owners. The report shall identify the party that completed such monitoring.

o. In the event Applicant intends to disturb any land within fifty feet of Mountain Parks Electric, Inc.'s existing overhead lines, Applicant will contact Mountain Parks Electric, Inc. prior to initiating such disturbance.

p. On or before June 30, 2025, Applicant shall provide the Town with written notice from the State of Colorado indicating that the reclamation of the previously mined areas within Lot 5 of the Great Divide Head Lettuce Company has been satisfactorily completed.

3. The Applicant shall comply and shall ensure that the Property complies with all applicable local, state and federal governmental regulations and requirements, including but not limited to licensing, building, zoning, design standards, rights-of-way, sidewalk, nuisance, floodplain, floodway, health regulations or any other rules or regulations. When requested by the Town, proof of such compliance shall be provided in a manner satisfactory to the Town.

4. Breach of Agreement. In the event that any party shall be in default of any of the terms or obligations under this Agreement, the non-breaching party shall give notice of such breach in writing to the breaching party. Should the breaching party fail to remedy the breach within ten (10) days of such notice, then the non-breaching party may pursue an action for specific enforcement of this agreement or injunctive relief. Neither party is may pursue damages except as provided for in section 14 of this Agreement. Venue shall only be proper in and the parties submit to the exclusive jurisdiction of the District Court of Grand County, Colorado, for any suit for specific performance or injunctive relief.

5. Additional remedy available to the Town. In the event of a breach of this Agreement by the Applicant, the Town may in its discretion, elect to pursue the following remedy in addition to or in lieu of the remedies set forth in Section 4., above.

   a. In the event that the Applicant is alleged to be in breach of any of the conditions of the Conditional Use Permit or the Applicant's obligations under this Agreement, the Town shall give written notice to the Applicant, setting forth the nature of the alleged breach. Applicant shall have ten (10) days from the date of such notice to remedy the breach.

   b. If the Town believes that the breach has not been fully remedied within the ten (10) day period set forth in the previous subsection, then the Town shall set the matter for a hearing before the Town Board to determine whether such breach exists.

   c. If as a result of such hearing, the Town Board determines that such breach exists, then the Board, in its discretion, shall have the following options:

      1) Terminate the Agreement, in which event the use of the Property under the Conditional Use permit shall cease.

      2) Suspend the Applicant's Conditional Use Permit until the breach is remedied. No use shall be made of the Property during such suspension.

      3) Modify the Agreement on such terms and conditions as the Board deems appropriate, including but not limited to, restricting the uses that may be made of the Property or the portions of the Property on which such uses may be made or adding additional terms or conditions to the Agreement.

      4) Impose a fine up to $1,000 per violation, with each day of violation or noncompliance constituting a separate violation.

6. Payment of other Town fees, taxes and charges. If the Applicant fails to pay taxes, fees, water bills or other charges or obligations owed to the Town, and such delinquency continues for 60 days or more, this Conditional Use can be suspended or terminated by the Town Board of Trustees following notice and an opportunity for the Applicant to be heard.

7. Termination. This Agreement shall terminate upon the earliest of the following events:

a. Failure of the Applicant to comply with any term of this Agreement.

b. Operation of any business on the Property other than as specifically permitted in this Agreement.

c. Termination of the operation of the permitted use for a period of eight (8) consecutive months or longer.

d. Expiration of the two (2) year term.

8. Modification and Waiver. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of any provision of this Agreement shall be construed as a waiver of any subsequent breach of the same or any other provision hereof. It is expressly agreed that, except as may otherwise be provided by applicable statute or ordinance, no official of the Town has the authority to waive or modify any provision of this Agreement without the approval of the Board of Trustees.

9. Title and Authority. The Applicant warrants to the Town that it has a legal right to use the Property. The undersigned further warrants it has full power and authority to enter into this Agreement.

10. Transfer and Assignment. This Agreement shall not be assigned. Any attempt to transfer or assign this Agreement shall terminate this Agreement as well as the Conditional Use Permit.

11. Severability/Governing Law. This Agreement is to be governed and construed according to the laws of the State of Colorado. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be in violation of any local, state or federal law, and thereby rendered unenforceable, the remaining provisions shall remain in full force and effect as if the unenforceable provision had never been included in this Agreement.

12. Recordation. This Agreement shall be recorded with the Grand County Clerk and Recorder, with the Applicant to reimburse the Town for such costs of recording.

13. Issuance of Conditional Use Permit. Upon execution of this Agreement and compliance with all other conditions precedent as stated in this Agreement, the Town shall issue a Conditional Use Permit to the Applicant. The Applicant shall take no action in reliance on this Agreement and shall have no rights under the Conditional Use process until such time as the Conditional Use Permit is issued.

14. Limitation of Liability. By issuing the Conditional Use Permit the Town of

Granby assumes no responsibility for the operation of the Applicant's site and the Applicant covenants and agrees to indemnify and hold the Town of Granby harmless for any injury, damages or claims which may occur, of whatever type of nature, as the result of the uses or operations contemplated by this permit. The Applicant warrants that appropriate liability and hazard insurance will be obtained to compensate any individual who may be injured or damaged in any manner by conduct relating to this permit or operation under this permit. Such liability and hazard insurance shall continue in effect so long as the Property is used as a gravel pit. The Applicant shall further warrant and agree to compensate the Town of Granby for any expense incurred in the defense of any lawsuit or any other type of action which may be brought against the Town as a result of issuing this conditional use permit or operations under the conditional use permit.

15. This Agreement must be executed by the Applicant and returned to the Town by December 22, 2023 at 5:00 p.m. MST. In such event that the Town is not in receipt of this Agreement executed by the Applicant at that time, then no Conditional Use Permit shall issue and Applicant shall be required to reapply in order to obtain a permit.

[signature page to follow]

ATTEST:

BOARD OF TRUSTEES OF THE TOWN OF GRANBY, COLORADO

_____
Deborah K. Hess, CMC
Town Clerk

By:_____
Joshua Hardy
Mayor

APPLICANT: Reclamation Ridge, LLC

By:_____
Title: Managing Member

ATTEST:

Deborah K. Hess, CMC
Town Clerk

BOARD OF TRUSTEES OF THE TOWN OF GRANBY, COLORADO

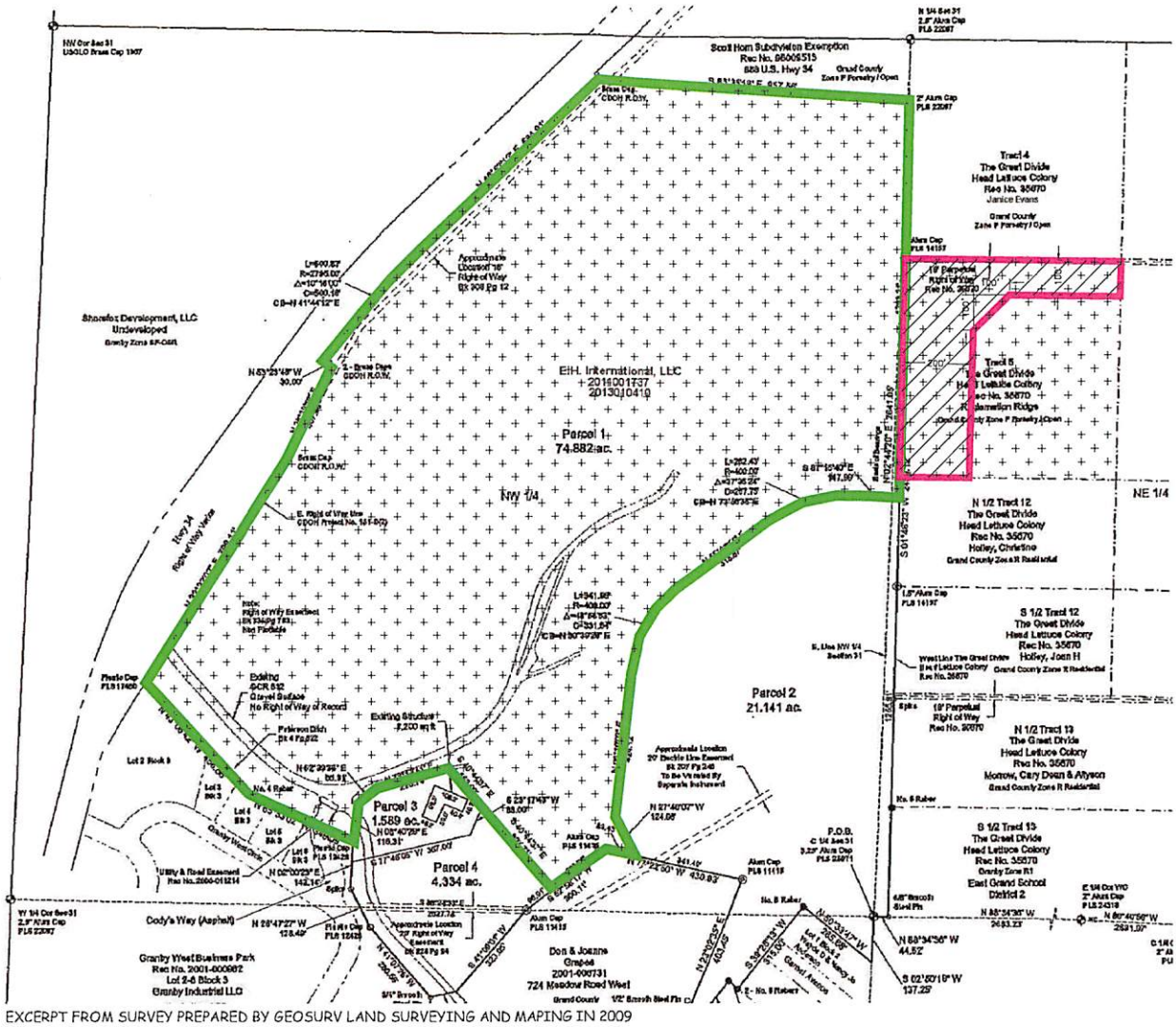
By: _____
Joshua Hardy
Mayor

APPLICANT: Reclamation Ridge, LLC

By: _____
Title:

RECLAMATION RIDGE, LLC - TOWN OF GRANBY
CONDITIONAL USE PERMIT RENEWAL 2023 MAP.

EXHIBIT A



EXCERPT FROM SURVEY PREPARED BY GEOSURV LAND SURVEYING AND MAPING IN 2009

N

CONDITIONAL USE AREA - 2023

RECLAMATION ONLY AREA - 2023

CONDITIONAL USE PERMIT AREA - 2021

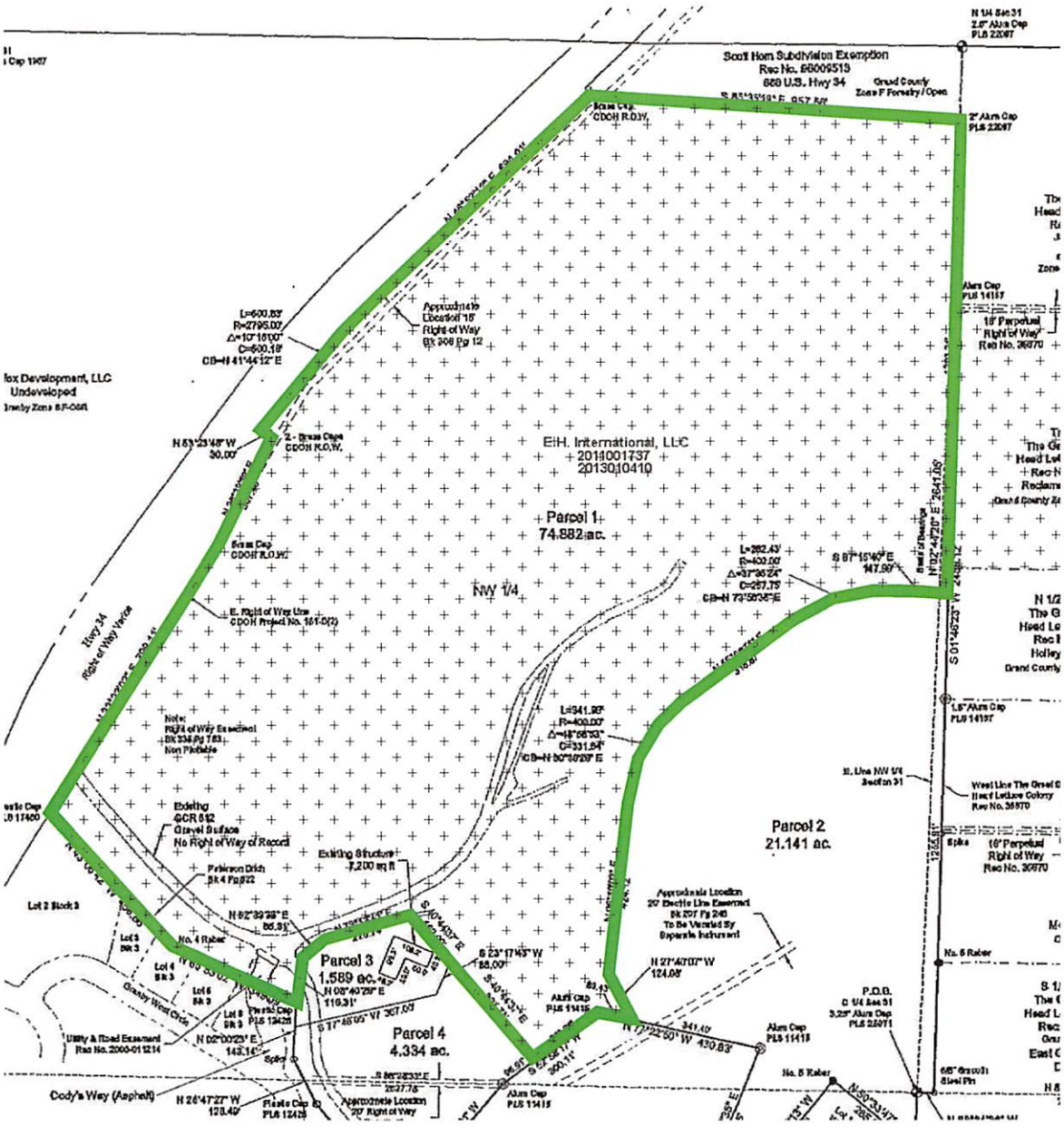
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DEC 06, 2023 – 10:15:10

EXHIBIT A

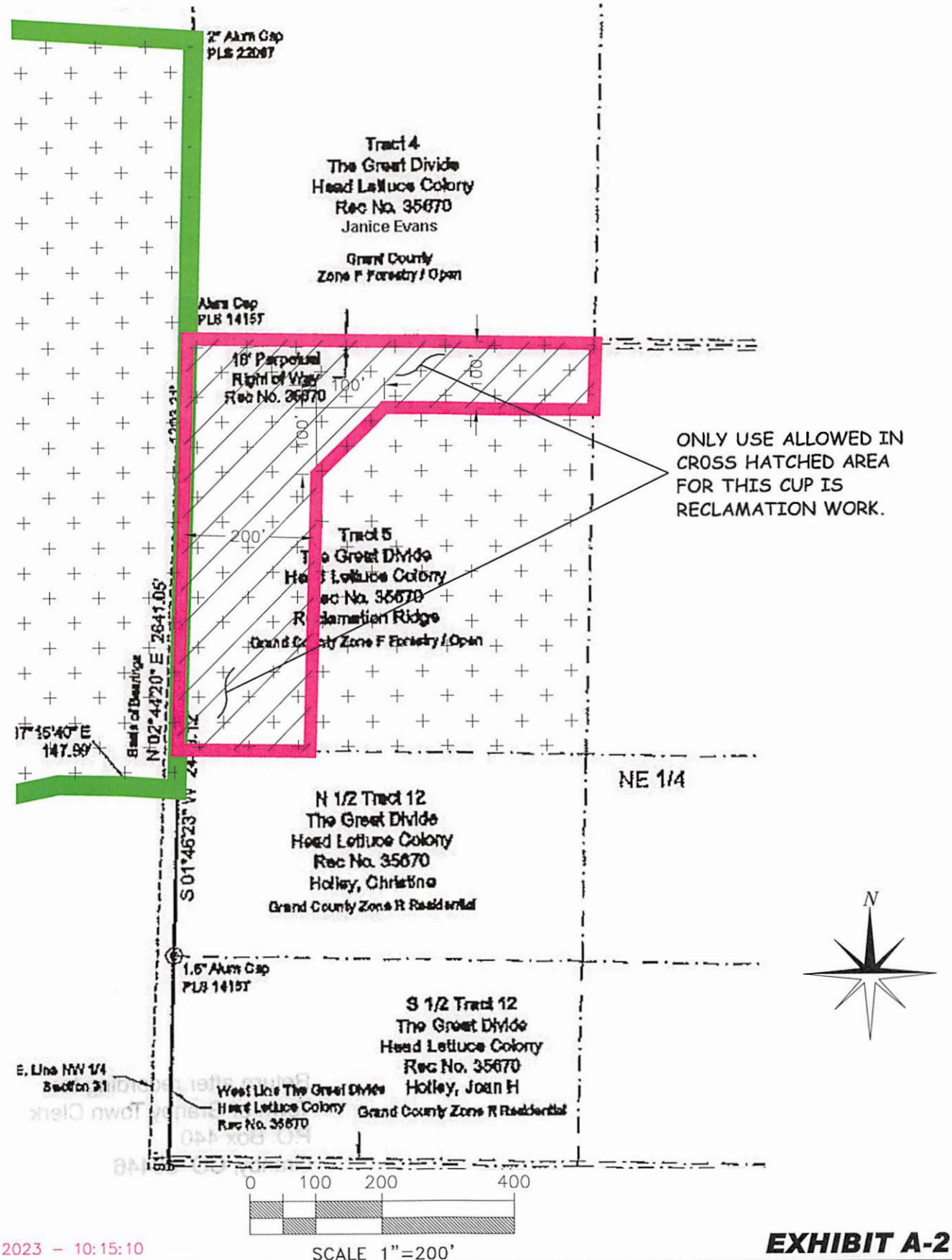
RECLAMATION RIDGE, LLC. - TOWN OF GRANBY
CONDITIONAL USE PERMIT RENEWAL 2023
EH INTERNATIONAL PARCEL



DEC 06, 2023 – 10:15:10

EXHIBIT A-1

RECLAMATION RIDGE, LLC. - TOWN OF GRANBY
CONDITIONAL USE PERMIT RENEWAL 2023
HAHN PARCEL



DEC 06, 2023 – 10:15:10

EXHIBIT A-2

MEMO

To:	Mayor and Board of Trustees
From:	Ted Cherry, Town Manager
Date:	12/09/2025
Re:	NUCHE VILLAGE UPDATE
Department	Town Manager
Time of Agenda Item	7:00 PM
Agenda Request No.	3

Subject
NUCHE VILLAGE UPDATE / TOWN MANAGER
7:00 PM

Summary
The Board has asked for regular updates on Nuche Village given the current situation. Information on the development as a whole is below and Lindsey Morrow's update is attached.

Financials - The manager has been able to get a better handle on the financials for Nuche and where we are at. There are still some expenses that will be recognized on both the for sale and the rental side of the project moving through the end of the year. Breakdowns of both sides of the project are attached. Items to keep in consideration are below.

- There will still be some miscellaneous expenses recognized through the end of FY2025 on both sides of the project but all of the work orders and the major expenses have been recognized at this point
  - items that have not been included are items like internet cable being run, washer and dryer units in the for sale product, radon mitigation systems being installed, etc.
  - Final engineering expenses for Ten Mile Engineering and SGM for initial acceptance are needed
- There are some items which have been requested from other entities to assist with the HOA.
  - Plowing costs from Grand Foundation
  - HOA Insurance from the FRVHP
  - HOA budget should be completed on Monday the 8th, after we know if those items are covered by other entities
- For Sale Product
  - With final yearly expenses the Manager would expect to see a loss on this side to be about $100,000
  - Assumes the majority of the grant funding is allocated to the for sale side of the project
    - Still trying to access information from Dept. of Housing regarding TAHG grant
  - Sales will not be able to begin until all HOA documents are completed
    - Due to needing to have all protections in place there have been more delays in having the contracts ready and being able to list on the MLS
    - Items of concern from Lindsey have been, or should be completed, before the Board meeting
  - The home warranty has been figured out with Big Valley and this, combined with HOA, are the last items holding up sales
  - Contract should be able to be signed by end of week if plowing and insurance items are taken care of
- Rental product
  - With final yearly expenses the Manager would expect to see a loss on this side to be about $3.5 million
  - Originally bond funding was supposed to cover these expenses
  - Due to the incorrect information that was given to the State and Municipal advisors the bond funding is not going to work in the same way that was originally intended
    - Information was missing full cost of tap fees, full cost of stitching, and full cost of paved areas.
  - Manager is working with Hilltop and the State on a variety of items to make the Town whole
    - Looking at outside funding through CHFA if they can increase loan
    - Looking at FRVHP and helping with some gap funding
    - Looking at FRVHP to help with some of the loss amount
    - Looking at hiring an owners representative to assist with the completion of the project
    - Looking at a for sale option for the property to a workforce developer
  - There are multiple options to move forward with and it would be expected to have more information on this in February
  - As was stated by Hilltop at the last meeting the bond market is not as active during the holiday season which give them more time to work though items
  - Manager is contacting owners representatives to see if there is interest in helping with the project
  - Based on some initial conversations with outside developers, if state financing remains available, there should a way to make

the Town whole, but no numbers have been presented yet.

Infrastructure Warranty - The initial warranty on the infrastructure was intended to be for 2 years as we have on many of our other developments. Due to some poor communication with the contractor a 1 year warranty was put in place. Staff will be sorting this out in the coming weeks to get the proper warranty proposal for the Board.

Substantial Completion - The North Loop of the project is at the point of substantial completion and the SGM memo is attached for the Board's information. The original contract with Big Valley identifies a former employee as the representative for the Town and it would be asked this be switched to Town Manager. It is expected that a full form of substantial completion would be ready by 12/9/2025, but at the time of writing this memo it is not prepared.

Financial
None at this time

Recommendation
There are a few questions to have board answer.

1. Would the board consider an owners representative to come in to assist with the completion of the rental phase construction
2. would the board consider the sale of the rental piece to an outside entity
3. Is there other information desired

These items would be worked on with the continued assistance fo the Housing subgroup.

Attachments

Nuche Rev/Exp Report
Morrow Update 12.1.2025
SGM Nuche Report

Rental Financials						
Expenses	Cost	Notes		Revenue	Amount	Notes
Work Order 1	$ 35,500.00	Half of WO		FRVHP Donation	$ 750,000.00	Received in 2024 and was not put in restricted reserve
Work Order 2	$ 128,588.00	All Rental Cost		Bond Issuance		
Work Order 3	$ -	For Sale Only		FRVHP Donation		2025 Request
Work Order 4	$ 837,910.00	Half of WO				
Work Order 5	$ 1,619,161.00	Half of WO				
Work Order 6	$ 912,927.00	All Rental Cost				
Work Order 7	$ -	For Sale Only				
Water Tap	$ -	Cost on backend				
Sewer Tap	$ -	Cost on backend				
School Fee	$ 50,553.00					
Electric	$ 227,175.00	Prorated for 75 units				
Xcel	$ 138,188.00					
Fire	$ -					
CTL Thompson	$ 59,790.00					
10 Mile Engineering	$ 27,825.00					
SGM	$ -					
Slate	$ 21,201.00					
Vederra	$ 102,054.00					
Sewer Inclusion Fees	$ 75,000.00					
Krob Law	$ 3,000.00					
Total	$ 4,238,872.00				$ 750,000.00	
Profit/Loss	$ (3,488,872.00)					

For Sale Financials						
Expenses	Cost	Notes		Revenue	Amount	Notes
Work Order 1	$ 35,500.00	Half of WO		STR Fees	$ 605,000.00	2025 STR Fees
Work Order 2	$ -	Full Rental Cost		More Housing Now	$ 2,000,000.00	Need to get reimbursed
Work Order 3	$ 6,052,821.00	Full For Sale Cost		Grand Foundation	$ 44,000.00	Not received yet
Work Order 4	$ 837,910.00	Half of WO		Prop 123	$ 539,000.00	Middle Unit Buy Down
Work Order 5	$ 1,619,161.00	Half of WO		Sales	$ 11,578,491.00	Total Sales less Commission
Work Order 6	$ -	Full Rental Cost		TAGH	$ 775,463.00	Need to get info from State, was it 2025 expeneses
Work Order 7	$ 6,253,089.00	Full For Sale Cost		Reserves	$ 442,577.00	2024 Reserves - STR Fees
Water Tap/Fees	$ 350,992.00					
Sewer Tap	$ 314,650.00					
School Fee	$ 80,417.00					
Electric	$ 87,841.00	prorated for 29 units				
Xcel	$ 138,188.00					
Fire	$ -					
CTL Thompson	$ 116,941.00					
10 Mile Engineering	$ 32,935.00					
Vederra	$ 52,150.00					
SGM	$ -					
Slate	$ 8,198.00					
Sewer Inclusion	$ 29,000.00					
Misc. Expense	$ -					
Krob Law	$ 5,000.00					
Total	$ 16,014,793.00				$ 15,984,531.00	
Profit/Loss	$ (30,262.00)					

December 1, 2025

Board of Trustees
Town of Granby
PO Box 440
Granby, CO 80446

Re: Memo - Nuche Village Project: Request for Final Documents & Immediate Next Steps

Dear Mayor and Members of the Board,

I am writing out of a continued commitment to the Nuche Village project and to the community I have served for over 30 years. Over the past several months, I have devoted significant time and effort because I believe deeply in the mission of this development. My goal is to ensure we continue moving forward efficiently, transparently, and with the community's trust.

To do that, I need to share that several essential documents and decisions are still outstanding, which has made it difficult to guide buyers, answer questions, and uphold the expectations of my role. Since August, I have requested the core items needed to place buyers under contract — including the Purchase & Sale Contract, full HOA documents, warranty information, insurance details, and a full HOA Budget. These requests have been raised in multiple meetings and emails.

I also want to acknowledge that, under Ted's current direction, meaningful progress is now being made toward completing these items, and I appreciate the work he and the attorneys have undertaken. That said, the finalized versions have not yet been delivered, and buyers cannot yet be legally placed under contract. With fewer than 18 working days left in the year, including the holidays, the absence of these foundational documents continues to limit our ability to move forward.

As the public-facing contact for the for-sale homes, residents and buyers regularly turn to me for information. Without updated documents, this has created understandable confusion, and I want to ensure we maintain the community's confidence through consistent and accurate communication. I have also received inquiries stemming from the recent Sky-Hi News article, as well as rental-related concerns, even though I have not been involved with the rental portion of the project. Because my name and contact information were posted publicly, many of these questions are being directed to me.

Additionally, I want to share that one of the buyers for the single-family homes—who was first in line to purchase—has decided not to move forward. Her decision was based on confusion and unmet expectations created earlier in the process, including information she received from former staff. Her earnest money was released last week. This is a discouraging setback, and I want to help prevent further buyer uncertainty by ensuring we have clear, accurate, and consistent information available moving forward.

I remain committed to supporting the project, hosting open houses, managing inquiries, and assisting buyers, but I am limited in my ability to move forward without the necessary materials. For Nuche Village to progress smoothly and professionally, the following items must be finalized and provided:

1. **Final, approved Purchase & Sale Contract**
2. **Disclosures for each unit (I will send these to Josh to fill out)**
    1. Seller's Property Disclosure
    2. Square Footage Disclosure
3. **Full HOA Document Package, including:**
    1. CC&Rs
    2. Bylaws
    3. HOA Budget
    4. HOA Point of Contact
    5. Insurance Information
    6. Warranty Information
    7. Radon and Soils Reports

My intention is to continue representing the project effectively. With the finalized documents and clear direction in place, I will be fully equipped to resume marketing, showing, and guiding buyers through the process with confidence.

I respectfully request the Board's timely attention and partnership in completing these items so we can move forward in a coordinated and successful manner. Thank you for your time and consideration. I would welcome the opportunity to meet with the Board to discuss these matters further.

Sincerely,
Lindsey Morrow

Lindsey Morrow

Listing Agent, Nuche Village
Keller Williams Top of the Rockies
Granby, Colorado

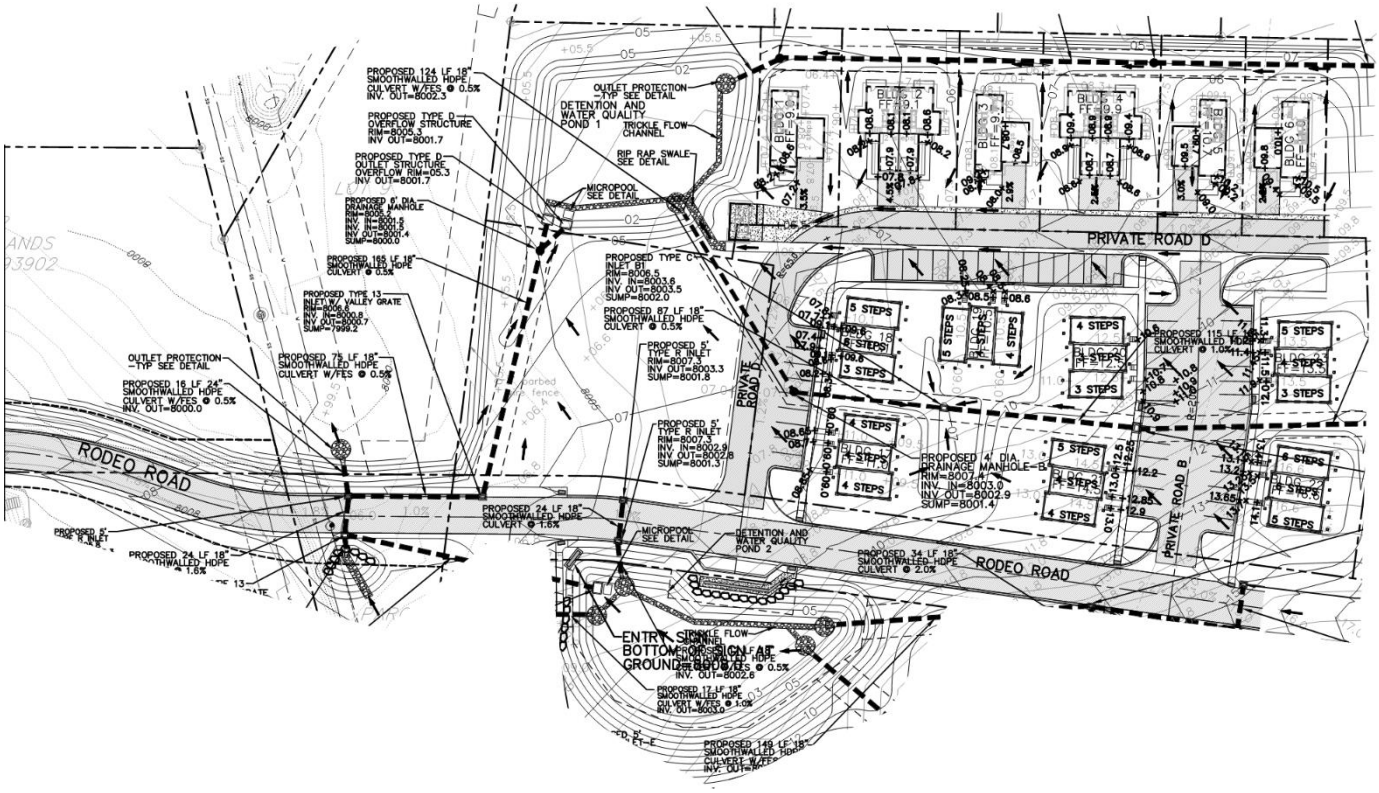
December 2, 2025 (updated 12/5/25)

Ted Cherry, Town Manager
Town of Granby
Zero Jasper Avenue
P.O. Box 440 Granby, CO 80446
Via: tcherry@townofgranby.com

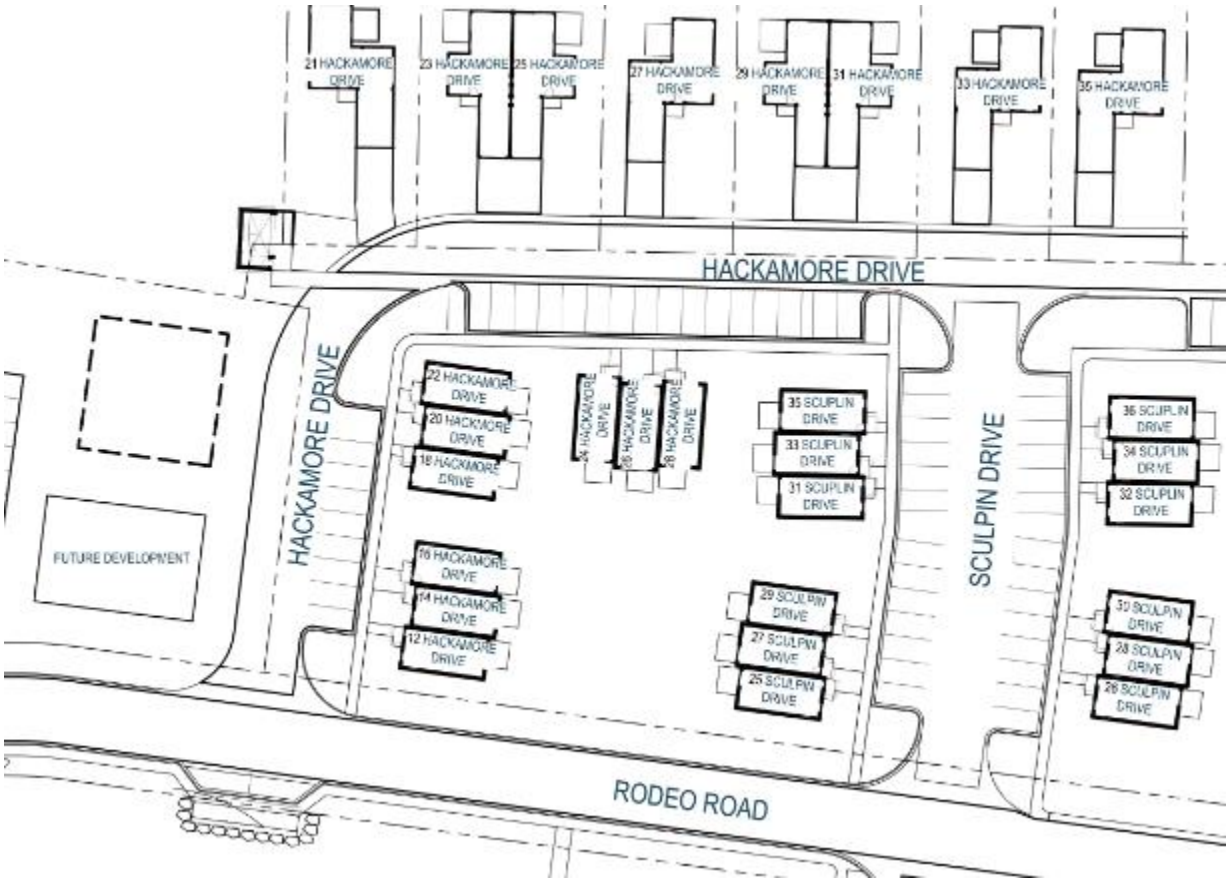
RE: Nuche Village Filing 1 – Substantial Completion

Dear Ted,

This letter confirms that portions of **Nuche Village Filing 1** infrastructure are substantially complete and could satisfactorily support Certificates of Occupancy (COs) to particular dwellings once issued. Specifically, Rodeo Road, and areas of Sculpin Drive and Hackamore Drive to the North in Filing 1 (aka North Loop) are substantially complete. These areas are shown graphically below:



Here's a cleaner view with addresses that may receive COs:



While infrastructure is substantially complete, final completion is pending, subject to the attached punchlist which is actively being worked on by Big Valley Construction (BVC) and civil sub-contractor Phaze Concrete. This list was last updated by SGM Field Engineer Ryan Bonifas 11/26/25 after a walk-thru that date and now by SGM Senior Construction Technician Christian Baumgart based another walk-thru completed yesterday 12/4/25. Completed items have been removed.

SGM reviewed this project Town Engineer and took on a higher role in construction observation to support the Town and design engineer Joe Maglicic of Ten Mile Engineering, who produced the approved constructions plans entitled **Nuche Village Workforce Housing Filing 1 - Construction Set,** 6/1/25 Revised Construction Set.

SGM designed the downstream Rodeo Sewer project and oversaw design and construction of the Nuche Village Filing 1 mass grading and utilities covered by CO#1 and CO #2. We were involved in day-to-day construction administration and performed periodic construction observations coordinated with Town Staff. We participated in weekly owner/contractor/engineer meetings with the project team. We reviewed project materials submittals and geotech tests conducted by CTL/Thompson. We oversaw water and

sewer testing and have kept complete project files. Contractor as-builts were furnished by BVC on 12/2/25 and have been reviewed in anticipation of surveyed as-builts in upcoming weeks.

Based on the above and all known information, we assert that the work was completed in substantial compliance with the approved plans and specifications and the project ROW areas are currently suitable to be occupied by the public. Please note that Punchlist Item #1 Streets Signs need to be installed prior to issuance of COs. SGM understands the signs were ordered thru Grand Fire/Grand County Wildfire Council and have been delivered. BVC plans to install next week.

If the BOT accepts, the date of Substantial Completion could be set as December 9, 2025 for the completed items initiating the one-year warranty (reduced from two-year) as apparently agreed to by the Town and BVC for cost savings. Incomplete items as indicated on the punchlist will have a future substantial completion and warranty start date. All work associated with this substantial completion is to be complete by June 15, 2026. BVC will remain responsible for the CDPHE Stormwater Permit beyond June 15 until such time that > 70% cover is established, and the permit can be closed.

Please contact me if additional information is needed.

Sincerely,

SGM



David M. Kotz, PE
Principal Civil Engineer
DaveK@sgm-inc.com
970-384-9008

Revised punch list from walk-though on 12/4/25

PHASE 1 (NORTH LOOP) DEC. 9th B.O.T.Meeting [DEC. 4th Packet Deadline]

Nuche Village Initial Acceptance/Substatntial Completion Punch List - (North Loop)
Preliminary Punch List
Houses/Buildings by others and not incorporated into this list

NO.	Task/Item	Date Listed	Status	Notes	Date Observed Completed	Date When Warranty Starts on this item
1	Street Name signage and addresses	11/5/2025	In progress	Signs ordered by town, to be installed by BVC. Sings to be installed by BVC by 12/19/25		NA
2	Complete both detention/water quality ponds including installation of trickle channels, inlet and outlet protection, verifying/certifying volume of ponds and revegetation and stabilization.	10/29/2025	In Progress	Largely completed, Volume to be verified with as built survey. On 12/4/25 all this work was covered in snow. Any issues to be addressed		
3	Develop and implement a site stabilization plan consistent with the requirements within the SWMP.	10/29/2025	In Progress	BVC to send PDF to SGM by 12/5/25 with current SWMP conditions for file. It is BVC's responsibility to comply with the CDPHE permit requirements		
4	Install filler and backing on concrete sawcut joints WEATHER CONSTRAINT - Clean, Dry, and Frost Free	10/29/2025	Not started	BVC to provide a plan and date as to when this will be completed in 2026. Warranty for all C&G to start once this work is completed		Once work takes place in 2026 By June 15, 2026
5	Provide two year warranty for infrastructure improvements	10/29/2025	Ongoing discussion	At Ted's level and being addressed separately	In Ted's court	NA
6	Provide red line as builts and field survey points and dwg by Tim Shenk of water, sewer and drainage improvements to Ten Mile Engineering. TME needs to produce As Builts once information is provided.	10/29/2025	In Progress	Partially received on 12/3/25. Waiting for waterline, storm, pond certs and CAD Files		NA
7	Place flags on all fire hydrants	10/29/2025	Not started	Materials to be delivered Dec 3rd. Flange attached fiberglass flags requested by town. On 12/4/25 this was not completed. Per BVC to be completed by 12/12/25 and pictures to be sent to SGM		
8	All Sewer MH's to have Parson Insert Model 235 per Std MH Detail S1 on Sheet 27	10/29/2025	Not started	As of 12/4/25 materials are not onsite. Per BVC to be installed by 12/19/25		
9	Foam plugs to be placed in all valve boxes on the Rodeo road to protect from sedimentation.	11/11/2025	Not started	Materials on order On 12/4/25 this was not completed. Per BVC to be completed by 12/12/25 and pictures to be sent to SGM		
10	Obtain final report from CTL with their approval	11/5/2025	In Progress	Waiting for official report. CTL via email to SGM on 12/3/25 stated that they believed not to be any open items		NA
11	Inspect all asphalt & concrete for damages.	10/29/2025	To be verified	On 12/4/25 the site was covered in snow and could not inspect asphalt and concrete. This will be observed under warranty		On Substantial Completion Date
12	Mill out min. 2” of asphalt where skim patch was installed in Townhome parking lot, clean/sweep area, install tackifier on all surfaces and repave that area. Actual limits to be field determined by SGM. WEATHER CONSTRAINT	10/29/2025	To be repaired in spring 2026	BVC to provide a plan and date as to when this will be completed in 2026. Warranty for this section of asphalt to start once this work is completed		Once work takes place in 2026 By June 15, 2026

Pavement Marking/Striping was completed. However, after the walk-though on 12/4/25 and discussions with Nathan at BVC, it was determined that BVC will re-stripe the project due to concerns with the current striping. This should not affect substantial completion and will be part of the warranty to be completed by June 15, 2026. This item will also be affected by the Mill out of 2" by the Town home parking lot

3	Pavement Markings/Striping	10/29/2025	Completed	Signs of degredation present, will need repaired in warranty period.	11/5/2025	On Substantial Completion Date

MEMO

To:	Mayor and Board of Trustees
From:	Nathan Krob, Town Attorney
Date:	12/09/2025
Re:	SALE AND CONVEYANCE OF NUCHE VILLAGE PROPERTY
Department	Town Attorney
Time of Agenda Item	7:15 PM
Agenda Request No.	4

Subject

ORDINANCE NO. 1032 - AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN TOWN PROPERTIES FOR ATTAINABLE HOUSING AND DECLARING AN EMERGENCY / TOWN ATTORNEY 7:15 PM

Summary

SEE ATTACHED

Financial

SEE ATTACHED

Recommendation

SEE ATTACHED

Attachments

MEMO FROM KROB
ORDINANCE 1032

KROB LAW OFFICE, LLC
Attorneys at Law

MEMORANDUM

To: Board of Trustees of the Town of Granby

From: Nathan Krob, Town Attorney

Date: December 9, 2025

Re: Authorizing Conveyance of Nuche Village Attainable Housing Lots and Tracts

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Ordinance No. 1032 authorizes the Town of Granby to convey the attainable-housing lots and associated tracts within the Nuche Village Subdivision. State statute requires an ordinance approving any conveyance of municipal owned property. The ordinance permits the sale of the residential lots to qualified income-restricted purchasers, subject to deed covenants and resale controls, and conveys the community tracts to the Nuche Village Resident Association. These actions implement the Town's attainable-housing program and ensure the homes and common areas are transferred into long-term ownership consistent with the purpose for which they were developed. The ordinance also authorizes the Mayor, or his designee, to execute all documents necessary to complete the conveyances.

The ordinance is adopted as an emergency measure under C.R.S. § 31-16-105 due to the urgent need for attainable housing in the Town. Some units are completed and ready for occupancy and delaying the conveyances would prolong housing shortages affecting local workers and employers. Immediate effectiveness allows qualified residents to close on and move into the homes without disruption and advances the public health, safety, and welfare by supporting workforce stability and essential community services. As an emergency ordinance, it is effective immediately only if approved by at least three-fourths of the members of the Board of Trustees—meaning at least six affirmative votes are required.

Staff Recommendation: Staff recommends approval of the Ordinance No. 1032.

Suggested motion: "I move to approve Ordinance No. 1032, an ordinance authorizing the conveyance of certain Town properties for attainable housing and declaring an emergency."

Attachments: Draft Ordinance No. 1032

TOWN OF GRANBY
BOARD OF TRUSTEES
ORDINANCE NO. 1032

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN TOWN PROPERTIES FOR ATTAINABLE HOUSING AND DECLARING AN EMERGENCY

WHEREAS, the Board of Trustees of the Town of Granby, Colorado, pursuant to Colorado statute is vested with the authority to administer the affairs of the Town of Granby, Colorado; and

WHEREAS, Colorado Revised Statutes § 31-15-713(1)(c) authorizes the Board of Trustees to convey any real property, together with the facilities thereon, owned by the Town, by ordinance; and

WHEREAS, the Town owns and developed the following properties to provide attainable housing opportunities for local workforce and other income-qualified residents:

> Lots 1, 2A, 2B, 3, 4A, 4B, 5, 6, 17A, 17B, 17C, 18A, 18B, 18C, 19A, 19B, 19C, 20A, 20B, 20C, 21A, 21B, 21C, 22A, 22B, 22C, 23A, 23B, and 23C (collectively, "the Lots"), Tract C and Amended Tract D1 (collectively, "the Tracts") of Nuche Village Subdivision, Filing No. 1 according to the Correction Plat filed with the Grand County Clerk and Recorder on September 17, 2025, and recorded at Reception No. 2025007490.

(collectively, "the Properties"); and

WHEREAS, the Board of Trustees finds that conveying the Lots to qualified purchasers subject to resale restrictions, occupancy requirements, and deed covenants will promote housing stability, support local employers, and serve the public health, safety, and welfare; and

WHEREAS, the Board finds that the conveyance of the Tracts to the Nuche Village Resident Association will further the same interests; and

WHEREAS, the Board further finds that the procedures set forth in this Ordinance satisfy all legal requirements for the disposition of municipal real property, and that the conveyances authorized herein are in the best interests of the Town and its residents; and

WHEREAS, pursuant to Colorado Revised Statutes § 31-16-105, because of the urgent need for attainable housing in the community and in order to convey the Lots and Tracts to provide much-needed for-sale housing on terms affordable to low- and moderate-income residents, the Board determines that an emergency exists and that adoption of this Ordinance as an emergency measure is necessary for the immediate preservation of public health and safety; and

WHEREAS, the Board further finds that delays in implementing this Ordinance would impede the immediate availability of attainable-housing and thereby adversely affect the public

welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRANBY, COLORADO:

1. **Approval of Sale and Conveyance.** The Board of Trustees hereby authorizes the sale of the Lots to qualified individuals for use as attainable housing and the conveyance of the Tracts to the Nuche Village Resident Association to support attainable housing.

2. **Authorized Signatory.** The Mayor, or his designee, is authorized to execute purchase and sale agreements, closing documents, deeds, restrictive covenants, and all other instruments necessary to effectuate the conveyances authorized herein.

3. **Publication and Effective Date.** This Ordinance is necessary for the immediate protection and preservation of the public health and safety of the citizens of the Town of Granby for the reasons described above, and therefore, shall become effective immediately as an emergency ordinance upon adoption by the Board of Trustees.

4. **Repeal.** Existing ordinances or parts of ordinances covering the same matters as embraced in this ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed.

5. **Validity.** If any section, subsection, sentence, clause or phrase of this ordinance, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Town of Granby hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

INTRODUCED, PASSED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF GRANBY AND SIGNED THIS 9TH DAY OF DECEMBER, 2025.

Votes Approving: _____
Votes Opposed: _____
Absent: _____
Abstained: _____

ATTEST:

BOARD OF TRUSTEES OF THE TOWN OF GRANBY, COLORADO

_____
Cody Mullinex
Town Clerk

_____
By: Joshua P. Hardy
Mayor

MEMO

To:	Mayor and Board of Trustees
From:	Ted Cherry, Town Manager
Date:	12/09/2025
Re:	NUCHE VILLAGE RESIDENT ASSOCIATION DECLARATION OF COVENANTS
Department	Town Manager
Time of Agenda Item	7:20 PM
Agenda Request No.	5

Subject
NUCHE VILLAGE DECLARATION OF COVENANTS / TOWN MANAGER
7:20 PM

Summary
During the Oct. 28th meeting, the Board of Trustees approved the Declaration of Covenants, Conditions, and Restrictions (CCR) for Nuche Village. It was made aware to the Manager after the approval there were portions of the document that did not meet the needs of the contractor working on the project and the Town in regard to dispute resolution. Also, some minor changes were requested by the contractor that were not incorporated.

Work was competed with David Firmin of Altitude Law (Town representative) and Big Valley to rectify these issues. The document, because there were substantive changes made needed to be brought back for further consideration by the Town Board. That document is presented to you this evening. The clean and redlined versions can be found at this link. The document was previously sent to Sharon and Chris as the housing subgroup for their consideration and no comments were provided back.

The CCR needs to be recorded with the county for sales to be able to be completed.

A memo from the attorney on this project has been requested and will be made available to the Board when it is received.

Financial
None

Recommendation
With the concurance of David Firmin the Manager would recommend approval of the new version of the CCR for Nuche Village.

MEMO

To:	Mayor and Board of Trustees
From:	Cody Mullinex, Town Clerk
Date:	12/09/2025
Re:	LAND USE AGREEMENT FOR GRAND COMMUNITY GARDENS
Department	Administration
Time of Agenda Item	7:30 PM
Agenda Request No.	6

Subject

RENEWAL OF PERMISSION FOR LAND USE AGREEMENT WITH GRAND COUNTY CSU EXTENSION - GRAND COMMUNITY GARDENS / TOWN CLERK
7:30 PM

Summary

The current land use agreement with Grand County CSU Extension to use the Town property located at Morales Park in the Grand Meadows development will expire on December 31, 2025. Grand County CSU Extension office wishes to renew the land use agreement for an additional 5-year term as the Grand Community Gardens project continues to be successful and beneficial to the community. The draft agreement was prepared by the Town Attorney and reviewed and approved by Grand County CSU Extension Director, Sydney Pryor.

Financial

None

Recommendation

Staff recommends approval of the Permission for Land Use agreement with Grand County CSU Extension for the purpose of a community gardening project.

Attachments

PERMISSION FOR LAND USE AGREEMENT

Permission for Land Use

I, the Mayor, representing the wishes of the Board of Trustees of the Town of Granby, at a Board Meeting held on December 9, 2025, give permission to the Grand County CSU Extension, a non-profit organization, to use the property located at the Morales Park of the Grand Meadows Development, located at Morales Park, 502 E. Pine Drive, Granby, CO 80446 as a community gardening project, for the term of five (5) years beginning January 1, 2026 and ending December 31, 2030.

This Agreement may be renewed with the approval of both the Town of Granby and the Grand County CSU Extension organization at the end of the agreement period. All questions about the community garden, its nature, risks or hazards, have been discussed with the Grand County CSU Extension volunteers or its representatives to our satisfaction.

Each party to this Agreement shall be responsible to the fullest extent allowed by law for its own negligence and that of its employees, agents and servants. Nothing in this Agreement shall be construed as a waiver of the provisions of the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101, etc. seq., which is hereby incorporated as if fully set forth in this Agreement. As an institution of higher education of the State of Colorado, the Grand County CSU Extension is not authorized to indemnify any party, public, or private, from the claims, demands or damages of third parties. The Grand County CSU Extension is self-insured for general liability in an amount not less than five million dollars and for worker's compensation coverage for its employees and authorized volunteers acting within the course and scope of their employment, as more fully provided in the Worker's Compensation Act, C.R.S. Section 8-40-101, et. seq. The parties agree that such coverage shall satisfy all insurance requirements of this Agreement.

As the Mayor of the Town of Granby, I agree to notify the Grand County CSU Extension organization of any change in land ownership, development or use 90 days prior to the change in status. At such time, this Agreement may be terminated or modified.

Approved by a majority vote of the Town Board of Trustees.

_____ _____

Joshua P. Hardy, Mayor Date
PO Box 440
Granby, CO 80446
970-887-2501

S E A L

Attest:

_____ _____

Cody Mullinex, Town Clerk Date

_____ _____

Sydney Pryor, Director Date
Grand County CSU Extension

MEMO

To:	Mayor and Board of Trustees
From:	Cody Mullinex, Town Clerk
Date:	12/09/2025
Re:	LEASE RENEWAL FOR 2ND STAR COUNSELING
Department	Administration
Time of Agenda Item	7:35 PM
Agenda Request No.	7

Subject

RESOLUTION 2025-12-09B - A RESOLUTION APPROVING THE LEASE OF TOWN PROPERTY TO 2ND STAR COUNSELING, LLC AND KATHRYN RALEY / TOWN CLERK
7:35 PM

Summary

The current lease with 2nd Star Counseling, LLC and Kathryn Raley (Tenant) for the town property located at 195 E. Topaz Avenue will end on December 31, 2025. The Tenant wishes to renew the lease for an additional year at the current price of $206 per month. The reduced rent reflects the Tenant's promise to provide certain counseling services to Granby and surrounding communities. The proposed resolution and lease agreement have been prepared by the Town Attorney and are attached for the Board's consideration.

Recommendation

Staff recommends approval of Resolution 2025-12-09B and the Lease Agreement with 2nd Star Counseling, LLC and Kathryn Raley as presented.

Attachments

Resolution 2025-12-09B
Lease

TOWN OF GRANBY
BOARD OF TRUSTEES
RESOLUTION 2025-12-09B

A RESOLUTION APPROVING THE LEASE OF TOWN PROPERTY TO 2ND STAR COUNSELING, LLC AND KATHRYN RALEY

WHEREAS, the Board of Trustees of the Town of Granby, Colorado, pursuant to Colorado Statute, including but not limited to Section 31-15-713(c), C.R.S., is vested with the authority of administering the affairs of the Town of Granby, Colorado; and

WHEREAS, the Town is the owner of real property and improvements located at 195 E. Topaz Avenue, Granby Colorado 80446, commonly referred to as the "Cabin"; and

WHEREAS, 2nd Star Counseling, LLC and Kathryn Raley, collectively "Tenant", desire to lease from the Town the Cabin and related access and parking improvements ("the Property") in order to operate a counseling business; and

WHEREAS, the Board of Trustees deems it in the best interest of the Town of Granby to lease the Property and related improvements to Tenant.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRANBY, COLORADO AS FOLLOWS:

1. The lease of the Property, as provided for in the Lease Agreement, attached hereto and incorporated by reference, is approved.

MOVED, SECONDED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRANBY, COLORADO THIS 9th DAY OF DECEMBER 2025.

Votes Approving _____
Votes Opposed: _____
Absent: _____
Abstained: _____

THE TOWN OF GRANBY, COLORADO

_____ By:_____
Cody Mullinex Joshua P. Hardy
Town Clerk Mayor

LEASE AGREEMENT

THIS LEASE AGREEMENT, hereinafter called the "Agreement", is made and entered into as of the 9th day of December, 2026, by and, between the **TOWN OF GRANBY, COLORADO**, hereinafter the "Town", a Colorado statutory municipality and **2ND STAR COUNSELING, LLC,** a Colorado limited liability company and **KATHRYN RALEY**, an individual. 2nd Star Counseling, LLC and Kathryn Raley, are together hereinafter referred to as "Tenant."

WITNESSETH:

WHEREAS, the Town is the owner of certain real property and improvement thereon located at 195 E. Topaz Avenue, Granby, Colorado 80446, commonly known as "the Cabin"; and

WHEREAS, Tenant desires to lease from the Town and the Town desires to lease to Tenant the Cabin to permit Tenant to operate a counseling business.

NOW THEREFORE, in consideration of the mutual benefits and obligations and other consideration set forth herein, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

ARTICLE 1
THE PROPERTY

1.1 Identification of "the Property". For the purposes of this Agreement, the term "the Property" shall mean the real property and/or improvements located on and at:

> Granby Lot 17-24, Block 7, commonly referred to as 195 E. Topaz Ave in Granby, Colorado 80446.

1.2 Definition of "Business Operations". For purposes of this Agreement, the term "Business Operations" shall mean the operation of a counseling business.

ARTICLE 2
TENANT'S DUTIES WITH RESPECT TO THE PROPERTY

2.1 In General. Subject to other limitations expressed in this Agreement, the Town grants to Tenant the right, duty, and obligation to exclusive lease and use of the Property in conjunction with Business Operations, and for no other purpose.

2.2 Restriction on Items Offered for Sale. Tenant shall not offer Liquor, Tobacco products, or Cannabis products for sale.

2.3 Compliance with Applicable Laws and Directives. Tenant agrees to comply fully with all applicable state and federal laws and regulations, local laws and regulations, and Town of Granby municipal ordinances.

ARTICLE 3
RIGHTS OF INGRESS AND EGRESS

3.1 In General. Tenant shall have the right of ingress and egress to and from the Property for Tenant's employees, contractors, agents, and invitees to the extent reasonably necessary in connection with the conduct of the Business Operations under this Agreement. Access via keys or keycards will be provided to Tenant, and Tenant assumes all responsibility and liability associated with actions of itself as well as the actions of any individuals the Tenant provides access or keys or keycards to.

3.2 Closures. The Town may, at any time, temporarily or permanently, close or consent to or request the closing of any roadway or any other way at, in, or near the real property, presently or hereafter used as such, so long as reasonable and safe means of ingress and egress remains available to Tenant. Town agrees to give Tenant prior written notice of such closures at least thirty (30) days in advance, except in the event of an emergency, in which case no notice shall be required.

ARTICLE 4
UNDERTAKINGS OF TENANT

4.1 Service. Tenant agrees:

4.1.1 The Tenant shall furnish and pay for all equipment, except as otherwise provided by the Town pursuant to Article 8, all goods, labor, transportation, supervision, and services necessary to conduct Business Operations in accordance with this Agreement.

4.2 Days and Hours Of Operation.

The days and hours of Operation for Business Operations are anticipated to be 8:00 a.m. to 8:00 p.m. seven days a week. Notwithstanding the foregoing, Tenant is permitted and may utilize the Property for Business Operations at all times.

4.3 Tenant Personnel. Tenant shall control the conduct and demeanor of its agents, independent contractors, employees, guests, and invitees. Upon objection from the Town concerning the conduct or demeanor of any such person, the Tenant shall immediately take all lawful steps to remove the cause of the objection.

4.4 Physical Interference. Tenant shall not do, nor permit to be done, anything which may interfere with the use or effectiveness or accessibility of the electrical system, lighting system, water system, drainage system, sewage system, fire protection system, sprinkler system, alarm system, and fire hydrants and hoses, if any, installed or located on the Property. The Town shall be responsible for the maintenance and upkeep of all such systems.

4.5 Taxes. No real property taxes are assessed on the Property, and therefore Tenant is not obligated to pay any real property taxes pursuant to this Agreement. Tenant agrees to pay all local, state and federal social security, unemployment insurance, workers' compensation insurance, sales, use, personal property and other taxes, assessments and payments-in-lieu which, during the term of this Agreement or any extension hereof, may become a lien or which may be levied or charged by the federal government, State, County, the Town or other tax-levying body upon or with respect to the Property, upon any taxable interest acquired by Tenant in this Agreement, or any taxable possessory right which Tenant may have in or to the Property or facilities or the improvements thereon, by reason of Tenant's occupancy or use thereof, or otherwise, as well as all taxes on taxable property, real or personal, owned by Tenant or taxes on the Business Operations in or about the Property or elsewhere in the Cabin. However, except as otherwise permitted by this Agreement, no charges, fees or taxes of any nature shall be imposed by the Town solely upon Tenant for exercising any right or privilege granted by the Town to Tenant in this Agreement with respect to the use of the Property. Nothing herein shall prevent Tenant from protesting, through due process, any taxes levied.

4.6 Licenses. Tenant agrees to obtain and pay for all licenses necessary in connection with the Business Operations.

ARTICLE 5
TERM

5.1 Term. This lease shall begin on January 1, 2026 and shall continue on a month-to-month basis until terminated by either party giving at least thirty (30) days' written notice. On or before December 31, 2026, the parties may enter into good faith negotiations to determine whether the term of the lease should be extended beyond December 31, 2026, and on what terms and conditions. If the parties are unable to agree on terms and conditions to extend the lease beyond the initial one-year month-to-month period, then the lease will terminate on December 31, 2026, and the Tenant must vacate the premises and remove its property from the Property as provided herein.

5.2 Termination. Upon termination of this Agreement, Tenant's accrued liability to the Town arising under this Agreement prior to such termination shall survive the termination, and the Town may re-enter, take possession of the Property and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for

damages. Tenant and Town shall each have the right to terminate this Agreement for any reason after providing the other party thirty (30) days' written notice.

5.3 Holding Over. In the event that the Town consents in writing to allow Tenant to remain beyond the term set forth herein, although no right to remain is given by this Section, it is the intention of the parties and it is hereby agreed that a right of use from month-to-month after expiration shall then arise subject to all provisions and conditions of this Agreement in connection with such right, except that the Town shall have the sole right to determine reasonable fees, not to exceed an increase of 10% of the Rental Fee provided for in Section 6.1 below for any holdover period. The lease may be terminated by either party during the hold over period upon thirty (30) days written notice.

ARTICLE 6
RENT

6.1 Property Rental Fee. For the privilege of conducting the Business Operations hereunder and the exclusive use of the Property the Tenant shall pay to the Town a fee in an amount equal to $206.00 for the month of January 2026 and each month thereafter. The reduced rental fee being charged by the Town to the Tenant reflects the promises of the Tenant to provide certain counseling services to the Granby and surrounding community, as set forth herein in Section 4.2.

ARTICLE 7
UTILITIES, MAINTENANCE AND JANITORIAL DUTIES

7.1 Utilities. The Town shall pay all charges for water and sewer to the Property. Except for the water and sewer charges to be paid for by the Town, Tenant shall pay all charges for telephone and internet services, gas and electric services, waste and recycling collection services, and any other utility or service.

7.2 Maintenance and Repair. The Tenant shall maintain and repair the Property, except for any structural elements within the Property such as but not limited to, any load bearing partitions and HVAC systems; and any common boiler, furnace, hot water heaters, water and sewer service lines, and the like which are used in common with the occupants of other portions of Cabin or the Town, all of which shall be the responsibility of the Town. The Town shall not in any way be liable to the Tenant for failure to make repairs as herein specifically required of it unless the Tenant has previously notified the Town in writing of a need for such repairs, and the Town has failed to commence and complete said repairs within a reasonable period of time following receipt of the Tenant's written notification.

7.2.1 The Tenant shall neither hold nor attempt to hold the Town liable for any injury or damage, either approximate or remote, occasioned through or caused by defective electrical wiring or the breaking or stoppage of plumbing or sewage within the Property, whether said breakage or stoppage results from freezing or otherwise.

7.3 Cleaning and Janitorial. Tenant shall keep the Property, its fixtures, and all areas used in good sanitary condition as required by the ordinances, resolutions, statutes and health, sanitary and police regulations of the Town of Granby and State of Colorado and policies of the Town.

7.3.1. The Tenant is responsible for the ongoing cleanliness of the Property in order to provide a clean and orderly appearance for the public.

7.4 Signage. Tenant shall be entitled to interior and exterior signage which is consistent with the Granby sign code and is approved by the Town in advance, which approval shall not be unreasonably withheld.

ARTICLE 8
ACCEPTANCE OF PREMISES AND TRADE FIXTURES

8.1 Acceptance. On the date of commencement of the Tennant's occupancy of the Property, Tenant shall acknowledge that it accepts the Property as well as any Town equipment and fixtures "AS IS", without any express or implied warranty of any kind, including but not limited to warranty of habitability or warranty of fitness for a particular purpose.

8.3 Installation of Equipment and Trade Fixtures. No equipment, trade fixtures, signs or other personal property used by Tenant in its business, whether or not attached to the Town Property or any improvements thereon, shall be installed without the prior written approval of the Town.

8.4 Removal of Equipment and Trade Fixtures. Tenant shall have the right at any time during the term of this Agreement or upon termination and within thirty (30) days thereafter, to remove all personal property such as trade fixtures, equipment and other personal property, but subject to any valid lien the Town may have thereon for unpaid portions of the Property Rental Fee pursuant to Article 6 or any other amounts due from Tenant to the Town pursuant to the provisions of this Agreement, Town ordinances, or otherwise. Any damage to the property of the Town caused by the removal of any fixtures or equipment of Tenant shall be repaired by Tenant at its own cost. Except as otherwise provided for herein, any property not so removed by Tenant upon termination as provided in this Section may, at the election of the Town, become a part of the realty on which it is located and title thereto shall vest in the Town, if the Town so chooses. If the Town elects not to take title or possession of any personal property such as trade fixtures, equipment or other personal property left in the Property after termination, Tenant shall remove such personal property, trade fixtures, and equipment within thirty (30) days of receiving written notification from the Town. Tenant shall be fully liable for any damages to the Property or other parts of the Cabin that occurs during such removal process, if caused by the Tenant or its agents.

8.5 Title to Improvements. No improvements shall be made to the Property without the prior written approval of the Town. Upon installation or erection of Improvements, such Improvements shall, at the election of the Town, become a part of the realty upon which they are erected and title thereto shall vest in the Town, unless the parties agree otherwise in writing and in advance of such installation. Upon vesting, the Improvements become part of the Property and are subject to the terms applicable to the Property within this Agreement. If the Town elects not to take title or possession of any improvements made to the Property, Tenant shall remove such improvements within ten days of receiving written notification from the Town. Tenant shall be fully liable for any damages to the Property or other parts of the Cabin that occurs during such removal process, if caused by Tenant or its agents.

8.6 Conformance with Applicable Laws. All improvements and all trade fixtures, equipment or other personal property installed by Tenant shall be subject to and conform in all respects to the applicable statutes, ordinances, building codes, rules and regulations of all governmental agencies which have jurisdiction over such matters.

ARTICLE 9
DAMAGE BY TENANT

The Tenant shall be liable for and shall repair, replace or cause to be repaired or replaced within thirty (30) days after occurrence, any damage to Town Property, including the Property, or to the Town's property, equipment and fixtures caused by Tenant, Tenant's agents, employees, independent contractors working at Tenant's direction, or anyone else acting under Tenant's direction and control, ordinary wear and tear excepted. All repairs or replacements shall be made promptly and when necessary and shall be in a quality and of a class at least equal to the original. If the damage for which Tenant is liable is to the Property, Tenant shall continue to be liable for the Business Rental Fee and all other charges provided for in this Agreement, even if the Property has been rendered untenantable or unusable.

Tenant shall deposit with the Town a security deposit in the amount of five-hundred dollars ($500.00). At the end of the lease, the security deposit will be returned to the Tenant after deductions for unpaid Rent, Utilities, and damage to the Property, other than ordinary wear and tear, or damage to the Cabin. The Tenant shall not use the deposit at any time for payment of Rent, but instead, should Tenant fail to pay amounts due upon termination or breach of the Agreement, the Town may at its option use the security deposit to satisfy any portion of the amounts owed. However, the use of the security deposit shall not limit the ability of the Town to recover any damages in excess of the security deposit amount.

ARTICLE 10
TOTAL OR PARTIAL DESTRUCTION

10.1 Property or Other Major Component Rendered Untenantable. In case, during the term of this Agreement, the Property, or other related part of the Cabin, shall be destroyed or shall be so damaged by fire, flood, or other casualty so as to be rendered untenantable or unusable as determined by either party:

10.1.1 Then, in such event, at the option of either party, the term hereby created shall cease, and this Agreement shall become null and void from the date of such determination, and Tenant shall immediately surrender the Property and his/her/its interest therein to the Town; provided, however, that the Town or Tenant shall exercise such option to so terminate this Agreement by notice, in writing, delivered to the other party within thirty (30) days after the determination of untenantability or non-usability.

10.1.2 In the event neither party elects to exercise its option in 10.1.1 and terminate this Agreement, this Agreement shall continue in full force and effect; and the Town shall repair the Property, excluding improvements or equipment, signs, trade fixtures, or other personal property installed by Tenant, with all reasonable speed, placing the same in as good condition as it was at the time of the damage or destruction.

10.2 Property Only Untenantable. In the event of destruction rendering only the Property untenantable or non-usable through no fault of the Town or the Town's agents or employees, the Town shall endeavor, but not be obligated, to make substitute premises available for Tenant's use, at no additional cost.

10.3 Components Tenantable. If the Property shall be only injured by fire, flood, or the elements to such extent so as not to render the same untenantable and unfit for use and occupancy, the Town shall repair the same with all reasonable speed at its own expense.

10.4 Removal of Personal Property. In any event, upon the occurrence of damage or destruction, Tenant shall remove all rubbish or debris, merchandise, furniture, furnishings, equipment and other items of its personal property from within the Property within thirty (30) days after receipt of written request by the Town. The Town shall be responsible for the removal of rubbish and debris as the result of the damage or destruction of any portion of the Cabin other than the Property.

10.5 Exception for Damage Caused by Tenant. In the event of damage caused by Tenant, as more specifically addressed in Article 9 of this Agreement, the provisions of Article 9 shall govern in any conflict between Article 9 and Article 10.

10.6 No Claim by Tenant. No compensation or claim shall be made by or allowed to Tenant by reason of any inconvenience or annoyance arising from the necessity of repairing portion of the Property or the Cabin, however the necessity may occur.

ARTICLE 11

INDEMNIFICATION AND INSURANCE

11.1 The Town's Liability. The Town shall not in any way be liable for any cost, liability, damage or injury, including cost of suit and reasonable expenses of legal services, claimed or recovered by any person whomsoever or whatsoever as a result of any operations, works, acts, sales, or omissions performed within the Property by Tenant, its agents, employees, guests, invitees, or contractors.

11.2 Indemnification. Tenant covenants that it will indemnify and hold the Town harmless from all claims, demands, judgments, costs and expenses, claimed or recovered (whether justly, unjustly, falsely, fraudulently or frivolously) by any person by reason of injury to or death of any individual person or persons, or by reason of damage to, destruction or loss of use of any property, directly or indirectly arising out of, resulting from, or occurring in connection with any operations, works, acts, or omissions or negligence of Tenant.

As used in this Section 11.2, the terms "the Tenant" and "Town" include their respective directors, officers, agents, employees, guests, invitees, and contractors of the Town.

11.3 Tenant Insurance. Without limiting any of the Tenant's obligations hereunder, the Tenant shall provide and maintain general liability insurance coverage of the Business Operations in an amount no less than one million dollars ($1,000,000.00). Tenant shall identify the Town as additional insured on such policy. The Town shall maintain insurance on the real property hereby leased.

11.4 Precautions Against Injury. The Tenant shall take all necessary precautions in performing the Business Operations hereunder to prevent injury to persons and property.

11.5 No Waiver of Immunity. Nothing herein shall be construed as a waiver by the Town or the Tenant of any of the immunities, privileges and defenses available to them under the Colorado Governmental Immunity Act, as may be amended from time to time, or arising under common law.

ARTICLE 12
NO INTEREST IN REAL PROPERTY

Tenant agrees that this Agreement constitutes merely a lease of the Property for a limited purpose and does not create or convey to Tenant any other interest in real property.

ARTICLE 13
NO ASSIGNMENT/SUBLET

The Tenant shall not assign this Agreement, and shall not sublet or otherwise allow any person to take possession of all or any portion of the Property. Any transfer by operation of law of

Tenant's interest created hereby, other than by merger or consolidation, must be approved in advance, in writing, by the Town.

ARTICLE 14
RIGHT OF THE TOWN TO ENTER, INSPECT, AND MAKE REPAIRS

14.1 In General. Subject to the provisions of Article 17, the Town and its authorized officers, employees, agents, contractors and other representatives shall have, upon reasonable notice under the circumstances, the right (at such times as may be reasonable under the circumstances, subject to HIPAA, and with as little interruption to Tenant's operation as is reasonably practicable) to enter upon any part of the Property for the following purposes:

14.1.1 To inspect such premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether Tenant has complied with and is complying with the terms and conditions of this Agreement with respect to such premises;

14.1.2 To perform or cause to be performed maintenance and make repairs and replacements; and

14.1.3 To make structural additions and alterations.

14.2 Obstruction by The Town. All entries made for the purposes enumerated above shall, except as otherwise provided in Article 10, Total or Partial Destruction, be without abatement of the Property Rental Fee or damage for any inconvenience. However, in the event any entry by the Town in the Property for the purpose of making repairs or alterations as provided for in Section 14.1.2 above (other than repairs necessitated as a result of damage by Tenant under Article 9) constitutes a substantial obstruction to and impairment of Tenant's right of use of such Property, then Tenant shall be entitled to a fair and just abatement of the Property Rental Fee for the Property during the period required by the Town to make such repairs. The Town shall use its best efforts to make substitute space within the Cabin available for Tenant's use, at no additional cost, during any obstruction to and impairment of Tenant's right of use of the Property.

14.3 Obstruction by Tenant. In the event that any personal property of Tenant shall obstruct the access of the Town, its officers, employees, agents or contractors, or a utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems, and thus shall interfere with the inspection, maintenance or repair of any such system, Tenant shall move such property, as directed by the Town or said utility company, in order that access may be had to the system or part thereof for inspection, maintenance or repair. If Tenant shall fail to so move such property within ten (10) days after direction from the Town or said utility company to do so, the Town or the utility company may move it without liability for damage sustained in moving.

14.4 No Eviction or Abatement. Exercise of any or all of the foregoing rights in this Article, by the Town, or others under right of the Town, shall not be, nor be construed to be, an eviction of Tenant, nor be made the grounds for any abatement of the Business Rent nor any claim or demand for damages against the Town, consequential or otherwise, except as otherwise herein provided.

ARTICLE 15
DEFAULT, RIGHTS OF TERMINATION

15.1 Default by Tenant. Time of payment and performance is of the essence in this Agreement. Tenant shall be in default under this Agreement upon the occurrence of any one or more of the following events:

15.1.1 Tenant's failure to pay rent by the due date. Tenant's failure to pay any other fee or other charge when due to the Town and within five (5) working days after notice from the Town of such non-payment.

15.1.2 Tenant's assignment of any right hereunder, or attempt to sublet the Property, in violation of Article 13.

15.1.3 Tenant's failure to perform, keep or observe any of the terms, covenants or conditions of this Agreement and to cure or remedy such failure within five (5) working days after notice from the Town of such failure.

15.1.4 The filing by Tenant of a voluntary petition in bankruptcy, the filing of an involuntary petition in bankruptcy against Tenant, the taking of possession of all or substantially all of Tenant's assets pursuant to proceedings brought under the provisions of any federal reorganization act or the appointment of a receiver of all or substantially all of Tenant's assets and the failure of Tenant to secure the return of such assets and/or the dismissal of such proceeding within (90) days after the filing.

15.1.6 The abandonment for a period of thirty (30) days by Tenant of the conduct of the Business Operations during the term of this Agreement without notice to the Town.

15.1.7 The assignment by Tenant of its assets for the benefit of creditors.

15.1.8 The death or disability of the Tenant or a principal of the Tenant, to the extent such death or disability interferes with the ongoing conduct of the Business Operations.

15.1.9 Any other breach of this Agreement.

15.2 The Town's Remedies on Default.

15.2.1 In the event of a default by Tenant which is uncured after ten (10) days written notice thereof from the Town (except as provided for in Section 15.1.1. above), the Town may terminate this Agreement by notice in writing to Tenant. In the alternative, the Town may elect to keep the Agreement in force and work with Tenant to cure the default. If this Agreement is terminated, Tenant's liability to the Town for damages and fees, including but not limited to the Monthly Rental Fee, shall survive the termination, and the Town may re-enter, take possession of the Property, and remove any persons or property by legal action with the use of reasonable force and without liability for damages.

15.2.2 Following re-entry or abandonment, the Town may make arrangements for use of the Property by others, and in that connection may make any suitable alterations or refurbish the Property, but the Town shall not be required to make such arrangement for any use or purpose.

15.3 Default by Town. Time and performance are of the essence in this Agreement. Town shall be in default under this Agreement upon the Town's failure to perform, keep or observe any of the terms, covenants or conditions of this Agreement and to cure or remedy such failure within ten (10) days after notice from the Tenant of such failure.

15.4 The Tenant's Remedies on Default.

15.4.1 In the event of an uncured default by Town, the Tenant may terminate this Agreement by notice in writing to Town. In the alternative, the Tenant may elect to keep the Agreement in force and work with Town to cure the default. If this Agreement is terminated, Town's liability to the Tenant for damages shall survive the termination.

ARTICLE 16
MISCELLANEOUS PROVISIONS

16.1 Cumulative Rights. All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other or of any other remedy available to the Town, or Tenant, at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

16.2 Non-Waiver. The failure by either party to exercise any right or rights accruing to it by virtue of the breach of any covenant, condition, or agreement herein by the other party shall not operate as a waiver of the exercise of such right or rights in the event of any subsequent breach by such other party, nor shall such other party be relieved thereby from its obligations under the terms hereof.

16.3 Non-liability Of Individuals. No director, officer, agent, or employee of either party hereto shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement because of any breach thereof, or because of its or their execution or attempted execution of the same.

16.4 Limitation on Use. Tenant shall not use, or permit the use of the Property, or any part thereof, for any purpose or use other than those authorized by this Agreement. Neither shall Tenant permit nor suffer any disorderly noise or nuisance whatsoever about the Property or the Cabin.

16.5 Governing Law, Jurisdiction and Venue. This Agreement shall be performable and enforceable in the Town of Granby, Colorado, and shall be construed in accordance with the laws of the State of Colorado. Each of the parties irrevocably submits to the jurisdiction of any state court located in Grand County, Colorado over any action, suit or proceeding to enforce or defend any right under this Agreement or otherwise arising from this Agreement. Each of the parties agree that the proper venue for such matters is the district or county courts of Grand County, Colorado.

16.6 Benefits. This Agreement is made for the sole and exclusive benefit of the Town and Tenant and is not made for the benefit of any third party.

16.7 Construction. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

16.8 Successors and Assigns. All covenants, stipulations and agreements in this Agreement shall extend to and bind each party hereto, its legal representatives, successors and assigns. This provision does not render the Agreement assignable, as assignment is governed by Article 13.

16.9 Headings. The titles of the several articles of this Agreement are inserted herein for convenience only, and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.

16.10 Entire Agreement. This Agreement, which is the entire agreement between the parties hereto, supersedes all prior agreements, understandings, warranties or promises between the parties hereto, whether written, spoken or implied from the conduct of the parties hereto.

16.11 Severability. In the event any covenant, condition or provision of this Agreement is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way affect any of the other covenants, conditions or provisions of this Agreement, provided that the invalidity of any such

covenant, condition or provision does not materially prejudice either the Town or Tenant in his or its respective rights and obligations under the valid covenants, conditions or provisions of this Agreement.

16.12 Surrender of Possession. Upon the expiration of this Agreement or its earlier termination as herein provided, Tenant shall remove all of its property from the Property and all other Town property and surrender entire possession of its rights to the Town and its improvements in accordance with Section 9 above, unless this Agreement is renewed or replaced.

16.14 The Town Representative. The Town designates Town Manager or his/her designee, as its representative who shall make, within the scope of his authority, all necessary and proper decisions with reference to this Agreement. All requests for contract interpretations, amendments, and other clarifications or instructions shall be directed to the Town Representative. The representative may be changed by written notification to the Tenant.

16.15 Notices. Notices permitted or required to be given under this Agreement shall be in writing and shall be deemed given upon personal delivery or upon deposit in the United States Mail, certified, return receipt requested, postage fully prepaid, addressed as follows or to such other address as the parties may designate from time to time by notice given in accordance with this Section:

To Tenant: 2nd Star Counseling, LLC
Kathryn Raley
Attn: Kathryn Raley
211 Lucerne Drive
Lafayette, Colorado 80026

To the Town: Town of Granby
Attention: Town Manager
PO Box 440
Granby, CO 80446

Copy To: Krob Law Office, LLC
Attn: Nathan Krob, Granby Town Attorney
8400 E. Prentice Ave., Suite 1500
Greenwood Village, CO 80111

16.16 Paragraph Headings. Paragraph headings contained herein are for convenience and reference, and are not intended to define or limit the scope of any provisions of this Agreement.

16.17 Force Majeure. Neither the Town nor the Tenant shall be deemed in violation of this Agreement if prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of energy or materials, acts of God or nature, act of public enemy, acts of superior governmental authority, pandemics, rebellion, sabotage or any other circumstances that are not within its control.

16.18 No Limitation on General Powers. Nothing in this Agreement shall be construed as in any way limiting the general powers of the parties to fully exercise their governmental functions or their obligations under any bond, covenants, or federal, state or local laws rules or regulations.

16.19 No Relationship. Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of employer and employee, principal and agent or a partnership or a joint venture between the parties hereto. The Town shall not be responsible for any debts or obligations whatsoever of Tenant.

16.21 Survival. To the extent necessary to carry out all of the terms and provisions hereof, the aid terms, obligations, and rights set forth herein required shall survive and shall not be affected by the expiration or termination of this agreement.

ARTICLE 17
ADDITIONAL PROVISIONS

17.1 Effect of this Article. The parties agree that the following additional provisions apply to their relationship and this Agreement. To the extent there is any conflict between the provisions of this Article 17 and other provisions of the Agreement, the provisions of Article 17 shall control.

17.2 Use of other areas within Cabin. Except as specifically provided in Section 17.2, Tenant, its employees and patients shall not be entitled to use or occupy any other portions of the Cabin solely based on their relationship or affiliation with the Tenant.

17.3 Town's inspection of the Property. The right of the Town to enter and inspect the Property as provided in Article 14 shall be exercised in a manner that does not interfere with the ability of the Tenant to maintain confidentiality of patient/client materials, does not violate HIPAA, and that does not adversely affect the equipment and improvements placed within the Property by the Tenant.

17.4 Annual Appropriation. Tenant does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of Tenant within the meaning of Article XI, Section 6, or Article X, Section 20, of the Colorado Constitution. Notwithstanding anything herein to the contrary, the renewal of this Agreement and the performance of obligations of the

Tenant hereunder requiring budgeting and appropriation of funds are subject to annual budgeting and appropriation by the Tenant's Board in its discretion.

17.5. Lawn maintenance and snow plowing. The Town will continue to mow the Property's lawn and plow snow on the Property's parking area consistent with its historical practices and the manner in which it completes such services on its other properties throughout the Town.

[signature page to follow]

TOWN:

TOWN OF GRANBY

By_____
Joshua P. Hardy, Mayor

Attest:

_____
Cody Mullinex, Town Clerk

TENANT:

2ND STAR COUNSELING, LLC, a Colorado limited liability company and
KATHRYN RALEY, an individual

By_____
Kathryn Raley

MEMO

To:	Mayor and Board of Trustees
From:	Cody Mullinex, Town Clerk
Date:	12/09/2025
Re:	LEASE RENEWAL FOR A LISTENING EAR COUNSELING
Department	Administration
Time of Agenda Item	7:40 PM
Agenda Request No.	8

Subject

RESOLUTION 2025-12-09C - A RESOLUTION APPROVING THE LEASE OF TOWN PROPERTY TO A LISTENING EAR COUNSELING, LLC AND LISA MARIE ANSELL / TOWN CLERK
7:40 PM

Summary

The current lease with A Listening Ear Counseling, LLC and Lisa Marie Ansell (Tenant) for the town property located at 129 3rd Street will end on December 31, 2025. The Tenant wishes to renew the lease for an additional year at the current price of $206 per month. The reduced rent reflects the Tenant's promise to provide certain counseling services to Granby and surrounding communities. The proposed resolution and lease agreement have been prepared by the Town Attorney and are attached for the Board's consideration.

Recommendation

STAFF RECOMMENDS APPROVAL OF RESOLUTION 2025-12-09C AND THE LEASE AGREEMENT WITH A LISTENING EAR COUNSELING, LLC AND LISA MARIE ANSELL AS PRESENTED.

Attachments

RESOLUTION 2025-12-09C
Lease

TOWN OF GRANBY
BOARD OF TRUSTEES
RESOLUTION 2025-12-09C

A RESOLUTION APPROVING THE LEASE OF TOWN PROPERTY TO A LISTENING EAR COUNSELING, LLC AND LISA MARIE ANSELL

WHEREAS, the Board of Trustees of the Town of Granby, Colorado, pursuant to Colorado Statute, including but not limited to Section 31-15-713(c), C.R.S., is vested with the authority of administering the affairs of the Town of Granby, Colorado; and

WHEREAS, the Town is the owner of real property and improvements located at 129 3rd Street, Granby Colorado 80446, commonly referred to as the "Granby Community Building"; and

WHEREAS, A Listening Ear Counseling, LLC and Lisa Marie Ansell, collectively "Tenant", desire to lease from the Town the two office spaces located within the southern portion of the Granby Community Building and related access and parking improvements ("the Property") in order to operate a counseling business; and

WHEREAS, the Board of Trustees deems it in the best interest of the Town of Granby to lease the Property and related improvements to Tenant.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRANBY, COLORADO AS FOLLOWS:

1.The lease of the Property, pursuant to the attached Lease Agreement, is approved.

MOVED, SECONDED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRANBY, COLORADO THIS 9th DAY OF DECEMBER 2025.

Votes Approving _____
Votes Opposed: _____
Absent: _____
Abstained: _____

THE TOWN OF GRANBY, COLORADO

_____ By:_____
Cody Mullinex Joshua P. Hardy
Town Clerk Mayor

LEASE AGREEMENT

THIS LEASE AGREEMENT, hereinafter called the "Agreement", is made and entered into as of the 9th day of December, 2025, by and, between the **TOWN OF GRANBY, COLORADO**, hereinafter the "Town", a Colorado statutory municipality and **A LISTENING EAR COUNSELING, LLC,** a Colorado limited liability company and **LISA MARIE ANSELL**, an individual. A Listening Ear Counseling, LLC and Lisa Marie, together hereinafter referred to as "Tenant."

WITNESSETH:

WHEREAS, the Town is the owner of certain real property and improvement thereon located at 129 3rd Street, Granby, Colorado 80446, commonly known as the "Granby Community Building"; and

WHEREAS, Tenant desires to lease from the Town and the Town desires to lease to Tenant a portion of the Granby Community Building to permit Tenant to operate a counseling business.

NOW THEREFORE, in consideration of the mutual benefits and obligations and other consideration set forth herein, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

ARTICLE 1
BUSINESS SPACE

1.1 Identification of "Business Space". For the purposes of this Agreement, the term "Business Space" shall mean the area within the real property and/or improvements described as follows:

> The two office spaces on the south side of the Granby Community Building and the entrance to the Granby Community Building on the south side of the building. Tenant shall have exclusive right to use and right of possession of the Business Space.

Tenant shall also have the non-exclusive right to use the parking lots, exterior doorways and entrances, walkways and sidewalks, interior common hallways necessary to access the Business Space and restrooms, and the restrooms.

1.2 Definition of "Business Operations". For purposes of this Agreement, the term "Business Operations" shall mean the operation of a counseling business.

ARTICLE 2
TENANT'S DUTIES WITH RESPECT TO THE BUSINESS SPACE

2.1 In General. Subject to other limitations expressed in this Agreement, the Town grants to Tenant the right, duty, and obligation to exclusive lease and use of the Business Space in conjunction with Business Operations, and for no other purpose in such spaces.

2.2 Restriction on Items Offered For Sale. Tenant shall not offer Liquor, Tobacco products, or Cannabis products for sale.

2.3 Compliance with Applicable Laws and Directives. Tenant agrees to comply fully with all applicable state and federal laws and regulations, local laws and regulations, and Town of Granby municipal ordinances.

ARTICLE 3
RIGHTS OF INGRESS AND EGRESS

3.1 In General. Tenant shall have the right of ingress and egress to and from the Business Space for Tenant's employees, contractors, agents, and invitees to the extent reasonably necessary in connection with the conduct of the Business Operations under this Agreement. Access via keys or keycards will be provided to Tenant, and Tenant assumes all responsibility and liability associated with actions of itself as well as the actions of any individuals the Tenant provides access or keys or keycards to.

3.2 Closures. The Town may, at any time, temporarily or permanently, close or consent to or request the closing of any roadway or any other way at, in, or near the real property, presently or hereafter used as such, so long as reasonable and safe means of ingress and egress remains available to Tenant. Town agrees to give Tenant prior written notice of such closures at least thirty (30) days in advance, except in the event of an emergency, in which case no notice shall be required.

ARTICLE 4
UNDERTAKINGS OF TENANT

4.1 Service. Tenant agrees:

4.1.1 The Tenant shall furnish and pay for all equipment, except as otherwise provided by the Town pursuant to Article 8, all goods, labor, transportation, supervision, and services necessary to conduct Business Operations in accordance with this Agreement.

4.2 Days and Hours Of Operation.

The days and hours of Operation for Business Operations are anticipated to be 8:00 a.m. to 8:00 p.m. seven days a week. Notwithstanding the foregoing, Tenant is permitted and may utilize the Business Space for Business Operations at all times.

4.3 Tenant Personnel. Tenant shall control the conduct and demeanor of its agents, independent contractors, employees, guests, and invitees. Upon objection from the Town concerning the conduct or demeanor of any such person, the Tenant shall immediately take all lawful steps to remove the cause of the objection.

4.4 Physical Interference. Tenant shall not do, nor permit to be done, anything which may interfere with the use or effectiveness or accessibility of the electrical system, lighting system, water system, drainage system, sewage system, fire protection system, sprinkler system, alarm system, and fire hydrants and hoses, if any, installed or located in the Business Space or elsewhere on Granby Community Building. The Town shall be responsible for the maintenance and upkeep of all such systems.

4.5 Taxes. No real property taxes are assessed on the Granby Community Building, and therefore Tenant is not obligated to pay any real property taxes pursuant to this Agreement. Tenant agrees to pay all local, state and federal social security, unemployment insurance, workers' compensation insurance, sales, use, personal property and other taxes, assessments and payments-in-lieu which, during the term of this Agreement or any extension hereof, may become a lien or which may be levied or charged by the federal government, State, County, the Town or other tax-levying body upon or with respect to the Business Space, upon any taxable interest acquired by Tenant in this Agreement, or any taxable possessory right which Tenant may have in or to the Business Space or facilities or the improvements thereon, by reason of Tenant's occupancy or use thereof, or otherwise, as well as all taxes on taxable property, real or personal, owned by Tenant or taxes on the Business Operations in or about the Business Space or elsewhere in the Granby Community Building. However, except as otherwise permitted by this Agreement, no charges, fees or taxes of any nature shall be imposed by the Town solely upon Tenant for exercising any right or privilege granted by the Town to Tenant in this Agreement with respect to the use of the Business Space. Nothing herein shall prevent Tenant from protesting, through due process, any taxes levied.

4.6 Licenses. Tenant agrees to obtain and pay for all licenses necessary in connection with the Business Operations.

ARTICLE 5
TERM

5.1 Term. The parties agree that the initial term of this Agreement shall be for a period of one year and shall commence on January 1, 2026, and shall expire on December 31, 2026. No less than thirty (30) days prior to the expiration of the initial one-year term, the parties shall enter into good faith negotiations to determine whether the term of the lease should be extended and on what terms and conditions. If the parties are unable to agree on terms and conditions to extend the lease beyond the initial one-year period, then the lease will

terminate on the expiration of the initial one-year period and the Tenant must vacate the premises and remove its property from the Business Space as provided herein.

5.2 Termination. Upon termination of this Agreement, Tenant's accrued liability to the Town arising under this Agreement prior to such termination shall survive the termination, and the Town may re-enter, take possession of the Business Space and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages. Tenant and Town shall each have the right to terminate this Agreement for any reason after providing the other party thirty (30) days' written notice.

5.3 Holding Over. In the event that the Town consents in writing to allow Tenant, or its successor in interest, if any, to remain beyond the term set forth herein, although no right to remain is given by this Article, it is the intention of the parties and it is hereby agreed that a right of use from month-to-month after expiration shall then arise subject to all provisions and conditions of this Agreement in connection with such right, except that the Town shall have the sole right to determine reasonable fees, not to exceed an increase of 10% of the Rental Fee provided for in Section 6.1 below for any holdover period. The lease may be terminated by either party during the hold over period upon thirty (30) days written notice.

ARTICLE 6
RENT

6.1 Business Space Rental Fee. For the privilege of conducting the Business Operations hereunder, the exclusive use of the Business Space, and the non-exclusive use of restrooms, sidewalks, parking lots and hallways necessary to use the same the Tenant shall pay to the Town a fee in an amount equal to $206.00 for the month of January 2026 and for each month thereafter (February through December 2026). Payment of Rental Fee is due and owed on the first day of each month. The reduced rental fee being charged by the Town to the Tenant reflects the promises of the Tenant to provide certain counseling services to the Granby and surrounding community, as set forth herein in Section 4.2.

ARTICLE 7
UTILITIES, MAINTENANCE AND JANITORIAL DUTIES

7.1 Utilities. The Town shall pay all charges for water, storm water, sewer, gas, trash collection, internet and electric services to the Business Space. Tenant shall be responsible for all charges for its own telephone system and services, if desired.

7.2 Maintenance and Repair. The Tenant shall maintain and repair the Business Space, except for any structural elements within the Business Space such as but not limited to, any load bearing partitions and HVAC systems; and any common boiler, furnace, hot water heaters, water and sewer service lines, and the like which are used in common with the occupants

of other portions of Granby Community Building or the Town, all of which shall be the responsibility of the Town. The Town shall not in any way be liable to the Tenant for failure to make repairs as herein specifically required of it unless the Tenant has previously notified the Town in writing of a need for such repairs, and the Town has failed to commence and complete said repairs within a reasonable period of time following receipt of the Tenant's written notification.

7.2.1 The Tenant shall neither hold nor attempt to hold the Town liable for any injury or damage, either approximate or remote, occasioned through or caused by defective electrical wiring or the breaking or stoppage of plumbing or sewage within the Business Space, whether said breakage or stoppage results from freezing or otherwise.

7.3 Cleaning and Janitorial. Tenant shall keep the Business Space, its fixtures, and all areas used in good sanitary condition as required by the ordinances, resolutions, statutes and health, sanitary and police regulations of the Town of Granby and State of Colorado and policies of the Town.

7.3.1. The Tenant is responsible for the ongoing cleanliness of the Business Space in order to provide a clean and orderly appearance for the public.

7.4 Maintenance, Cleaning, and Repair of Common Areas. The Town shall be responsible for the maintenance, upkeep, and cleaning of the common areas within the Granby Community Building, including the hallways, sidewalks, parking lots, restrooms, exterior windows, doors, and walls, and other areas that are open to the general public, including snow plowing the sidewalks and parking lots.

7.5 Signage. Tenant shall be entitled to interior and exterior signage which is consistent with the Granby sign code and is approved by the Town in advance, which approval shall not be unreasonably withheld.

ARTICLE 8
ACCEPTANCE OF PREMISES AND TRADE FIXTURES

8.1 Acceptance. On the date of commencement of the Tennant’s occupancy of the Business Space, Tenant shall acknowledge that it accepts the Business Space as well as any Town equipment and fixtures "AS IS", without any express or implied warranty of any kind, including but not limited to warranty of habitability or warranty of fitness for a particular purpose.

8.3 Installation of Equipment and Trade Fixtures. No equipment, trade fixtures, signs or other personal property used by Tenant in its business, whether or not attached to the Town Property or any improvements thereon, shall be installed without the prior written approval of the Town.

8.4 Removal of Equipment and Trade Fixtures. Tenant shall have the right at any time during the term of this Agreement or upon termination and within thirty (30) days thereafter, to remove all personal property such as trade fixtures, equipment and other personal property, but subject to any valid lien the Town may have thereon for unpaid portions of the Business Space Rental Fee pursuant to Article 6 or any other amounts due from Tenant to the Town pursuant to the provisions of this Agreement, Town ordinances, or otherwise. Any damage to the property of the Town caused by the removal of any fixtures or equipment of Tenant shall be repaired by Tenant at its own cost. Except as otherwise provided for herein, any property not so removed by Tenant upon termination as provided in this Section may, at the election of the Town, become a part of the realty on which it is located and title thereto shall vest in the Town, if the Town so chooses. If the Town elects not to take title or possession of any personal property such as trade fixtures, equipment or other personal property left in the Business Space after termination, Tenant shall remove such personal property, trade fixtures, and equipment within thirty (30) days of receiving written notification from the Town. Tenant shall be fully liable for any damages to the Business Space or other parts of the Granby Community Building that occurs during such removal process, if caused by the Tenant or its agents.

8.5 Title to Improvements. No improvements shall be made to the Business Space without the prior written approval of the Town. Upon installation or erection of Improvements, such Improvements shall, at the election of the Town, become a part of the realty upon which they are erected and title thereto shall vest in the Town, unless the parties agree otherwise in writing and in advance of such installation. Upon vesting, the Improvements become part of the Business Space and are subject to the terms applicable to the Business Space within this Agreement. If the Town elects not to take title or possession of any improvements made to the Business Space, Tenant shall remove such improvements within ten days of receiving written notification from the Town. Tenant shall be fully liable for any damages to the Business Space or other parts of the Granby Community Building that occurs during such removal process, if caused by Tenant or its agents.

8.6 Conformance with Applicable Laws. All improvements and all trade fixtures, equipment or other personal property installed by Tenant shall be subject to and conform in all respects to the applicable statutes, ordinances, building codes, rules and regulations of all governmental agencies which have jurisdiction over such matters.

ARTICLE 9
DAMAGE BY TENANT

The Tenant shall be liable for and shall repair, replace or cause to be repaired or replaced within thirty (30) days after occurrence, any damage to Town Property, including the Business Space, or to the Town's property, equipment and fixtures caused by Tenant, Tenant's agents,

employees, independent contractors working at Tenant's direction, or anyone else acting under Tenant's direction and control, ordinary wear and tear excepted. All repairs or replacements shall be made promptly and when necessary and shall be in a quality and of a class at least equal to the original. If the damage for which Tenant is liable is to the Business Space, Tenant shall continue to be liable for the Business Rental Fee and all other charges provided for in this Agreement, even if the Business Space has been rendered untenantable or unusable.

Tenant shall deposit with the Town a security deposit in the amount of five-hundred dollars ($500.00). At the end of the lease, the security deposit will be returned to the Tenant after deductions for unpaid Rent, Utilities, and damage to the Business Space, other than ordinary wear and tear, or damage to the Granby Community Building. The Tenant shall not use the deposit at any time for payment of Rent, but instead, should Tenant fail to pay amounts due upon termination or breach of the Agreement, the Town may at its option use the security deposit to satisfy any portion of the amounts owed. However, the use of the security deposit shall not limit the ability of the Town to recover any damages in excess of the security deposit amount.

ARTICLE 10
TOTAL OR PARTIAL DESTRUCTION

10.1 Business Space or Other Major Component Rendered Untenantable. In case, during the term of this Agreement, the Business Space, or other related part of the Granby Community Building, shall be destroyed or shall be so damaged by fire, flood, or other casualty so as to be rendered untenantable or unusable as determined by either party:

10.1.1 Then, in such event, at the option of either party, the term hereby created shall cease, and this Agreement shall become null and void from the date of such determination, and Tenant shall immediately surrender the Business Space and his/her/its interest therein to the Town; provided, however, that the Town or Tenant shall exercise such option to so terminate this Agreement by notice, in writing, delivered to the other party within thirty (30) days after the determination of untenantability or non-usability.

10.1.2 In the event neither party elects to exercise its option in 10.1.1 and terminate this Agreement, this Agreement shall continue in full force and effect; and the Town shall repair the Business Space, excluding improvements or equipment, signs, trade fixtures, or other personal property installed by Tenant, with all reasonable speed, placing the same in as good condition as it was at the time of the damage or destruction.

10.2 Business Space Only Untenantable. In the event of destruction rendering only the Business Space untenantable or non-usable through no fault of the Town or the Town's agents or employees, the Town shall endeavor, but not be obligated, to make substitute premises available for Tenant's use, at no additional cost.

10.3 Components Tenantable. If the Business Space shall be only injured by fire, flood, or the elements to such extent so as not to render the same untenantable and unfit for use and occupancy, the Town shall repair the same with all reasonable speed at its own expense.

10.4 Removal of Personal Property. In any event, upon the occurrence of damage or destruction, Tenant shall remove all rubbish or debris, merchandise, furniture, furnishings, equipment and other items of its personal property from within the Business Space within thirty (30) days after receipt of written request by the Town. The Town shall be responsible for the removal of rubbish and debris as the result of the damage or destruction of any portion of the Granby Community Building other than the Business Space.

10.5 Exception for Damage Caused by Tenant. In the event of damage caused by Tenant, as more specifically addressed in Article 9 of this Agreement, the provisions of Article 9 shall govern in any conflict between Article 9 and Article 10.

10.6 No Claim by Tenant. No compensation or claim shall be made by or allowed to Tenant by reason of any inconvenience or annoyance arising from the necessity of repairing portion of the Business Space or the Granby Community Building, however the necessity may occur.

ARTICLE 11
INDEMNIFICATION AND INSURANCE

11.1 The Town's Liability. The Town shall not in any way be liable for any cost, liability, damage or injury, including cost of suit and reasonable expenses of legal services, claimed or recovered by any person whomsoever or whatsoever as a result of any operations, works, acts, sales, or omissions performed within the Business Space by Tenant, its agents, employees, guests, invitees, or contractors.

11.2 Indemnification. Tenant covenants that it will indemnify and hold the Town harmless from all claims, demands, judgments, costs and expenses, claimed or recovered (whether justly, unjustly, falsely, fraudulently or frivolously) by any person by reason of injury to or death of any individual person or persons, or by reason of damage to, destruction or loss of use of any property, directly or indirectly arising out of, resulting from, or occurring in connection with any operations, works, acts, or omissions or negligence of Tenant.

As used in this Section 11.2, the terms "the Tenant" and "Town" include their respective directors, officers, agents, employees, guests, invitees, and contractors of the Town.

11.3 Tenant Insurance. Without limiting any of the Tenant's obligations hereunder, the Tenant shall provide and maintain general liability insurance coverage of the Business Operations in an amount no less than one million dollars ($1,000,000.00). Tenant shall identify the Town as additional insured on such policy. The Town shall maintain insurance on the real property hereby leased.

11.4 Precautions Against Injury. The Tenant shall take all necessary precautions in performing the Business Operations hereunder to prevent injury to persons and property.

11.5 No Waiver of Immunity. Nothing herein shall be construed as a waiver by the Town or the Tenant of any of the immunities, privileges and defenses available to them under the Colorado Governmental Immunity Act, as may be amended from time to time, or arising under common law.

ARTICLE 12
NO INTEREST IN REAL PROPERTY

Tenant agrees that this Agreement constitutes merely a lease of the Business Space for a limited purpose and does not create or convey to Tenant any other interest in real property.

ARTICLE 13
NO ASSIGNMENT/SUBLET

The Tenant shall not assign this Agreement, and shall not sublet or otherwise allow any person to take possession of all or any portion of the Business Space. Any transfer by operation of law of Tenant's interest created hereby, other than by merger or consolidation, must be approved in advance, in writing, by the Town.

ARTICLE 14
RIGHT OF THE TOWN TO ENTER, INSPECT, AND MAKE REPAIRS

14.1 In General. Subject to the provisions of Article 17, the Town and its authorized officers, employees, agents, contractors and other representatives shall have, upon reasonable notice under the circumstances, the right (at such times as may be reasonable under the circumstances, subject to HIPAA, and with as little interruption to Tenant's operation as is reasonably practicable) to enter upon any part of the Business Space for the following purposes:

14.1.1 To inspect such premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether Tenant has complied with and is complying with the terms and conditions of this Agreement with respect to such premises;

14.1.2 To perform or cause to be performed maintenance and make repairs and replacements; and

14.1.3 To make structural additions and alterations.

14.2 Obstruction by The Town. All entries made for the purposes enumerated above shall, except as otherwise provided in Article 10, Total or Partial Destruction, be without abatement of the Business Space Rental Fee or damage for any inconvenience. However, in the event any entry by the Town in the Business Space for the purpose of making repairs or alterations as provided for in Section 14.1.2 above (other than repairs necessitated as a result of damage by Tenant under Article 9) constitutes a substantial obstruction to and impairment of Tenant's right of use of such Business Space, then Tenant shall be entitled to a fair and just abatement of the Business Space Rental Fee for the Business Space during the period required by the Town to make such repairs. The Town shall use its best efforts to make substitute space within the Granby Community Building available for Tenant's use, at no additional cost, during any obstruction to and impairment of Tenant's right of use of the Business Space.

14.3 Obstruction by Tenant. In the event that any personal property of Tenant shall obstruct the access of the Town, its officers, employees, agents or contractors, or a utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems, and thus shall interfere with the inspection, maintenance or repair of any such system, Tenant shall move such property, as directed by the Town or said utility company, in order that access may be had to the system or part thereof for inspection, maintenance or repair. If Tenant shall fail to so move such property within ten (10) days after direction from the Town or said utility company to do so, the Town or the utility company may move it without liability for damage sustained in moving.

14.4 No Eviction or Abatement. Exercise of any or all of the foregoing rights in this Article, by the Town, or others under right of the Town, shall not be, nor be construed to be, an eviction of Tenant, nor be made the grounds for any abatement of the Business Rent nor any claim or demand for damages against the Town, consequential or otherwise, except as otherwise herein provided.

ARTICLE 15
DEFAULT, RIGHTS OF TERMINATION

15.1 Default by Tenant. Time of payment and performance is of the essence in this Agreement. Tenant shall be in default under this Agreement upon the occurrence of any one or more of the following events:

15.1.1 Tenant's failure to pay rent by the due date. Tenant's failure to pay any other fee or other charge when due to the Town and within five (5) working days after notice from the Town of such non-payment.

15.1.2 Tenant's assignment of any right hereunder, or attempt to sublet the Business space, in violation of Article 13.

15.1.3 Tenant's failure to perform, keep or observe any of the terms, covenants or conditions of this Agreement and to cure or remedy such failure within five (5) working days after notice from the Town of such failure.

15.1.4 The filing by Tenant of a voluntary petition in bankruptcy, the filing of an involuntary petition in bankruptcy against Tenant, the taking of possession of all or substantially all of Tenant's assets pursuant to proceedings brought under the provisions of any federal reorganization act or the appointment of a receiver of all or substantially all of Tenant's assets and the failure of Tenant to secure the return of such assets and/or the dismissal of such proceeding within (90) days after the filing.

15.1.6 The abandonment for a period of thirty (30) days by Tenant of the conduct of the Business Operations during the term of this Agreement without notice to the Town.

15.1.7 The assignment by Tenant of its assets for the benefit of creditors.

15.1.8 The death or disability of the Tenant or a principal of the Tenant, to the extent such death or disability interferes with the ongoing conduct of the Business Operations.

15.1.9 Any other breach of this Agreement.

15.2 The Town's Remedies on Default.

15.2.1 In the event of a default by Tenant which is uncured after ten (10) days written notice thereof from the Town (except as provided for in Section 15.1.1. above), the Town may terminate this Agreement by notice in writing to Tenant. In the alternative, the Town may elect to keep the Agreement in force and work with Tenant to cure the default. If this Agreement is terminated, Tenant's liability to the Town for damages and fees, including but not limited to the Monthly Rental Fee, shall survive the termination, and the Town may re-enter, take possession of the Business Space, and remove any persons or property by legal action with the use of reasonable force and without liability for damages.

15.2.2 Following re-entry or abandonment, the Town may make arrangements for use of the Business Space by others, and in that connection may make any suitable alterations or refurbish the Business Space, but the Town shall not be required to make such arrangement for any use or purpose.

15.3 Default by Town. Time and performance are of the essence in this Agreement. Town shall be in default under this Agreement upon the Town's failure to perform, keep or observe any of the terms, covenants or conditions of this Agreement and to cure or remedy such failure within ten (10) days after notice from the Tenant of such failure.

15.4 The Tenant's Remedies on Default.

15.4.1 In the event of an uncured default by Town, the Tenant may terminate this Agreement by notice in writing to Town. In the alternative, the Tenant may elect to keep the Agreement in force and work with Town to cure the default. If this Agreement is terminated, Town's liability to the Tenant for damages shall survive the termination.

ARTICLE 16
MISCELLANEOUS PROVISIONS

16.1 Cumulative Rights. All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other or of any other remedy available to the Town, or Tenant, at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

16.2 Non-Waiver. The failure by either party to exercise any right or rights accruing to it by virtue of the breach of any covenant, condition, or agreement herein by the other party shall not operate as a waiver of the exercise of such right or rights in the event of any subsequent breach by such other party, nor shall such other party be relieved thereby from its obligations under the terms hereof.

16.3 Non-liability Of Individuals. No director, officer, agent, or employee of either party hereto shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement because of any breach thereof, or because of its or their execution or attempted execution of the same.

16.4 Limitation on Use. Tenant shall not use, or permit the use of the Business Space, or any part thereof, for any purpose or use other than those authorized by this Agreement. Neither shall Tenant permit nor suffer any disorderly noise or nuisance whatsoever about the Business Space or the Granby Community Building.

16.5 Governing Law, Jurisdiction and Venue. This Agreement shall be performable and enforceable in the Town of Granby, Colorado, and shall be construed in accordance with the laws of the State of Colorado. Each of the parties irrevocably submits to the jurisdiction of any state court located in Grand County, Colorado over any action, suit or proceeding to enforce or defend any right under this Agreement or otherwise arising from this Agreement. Each of the parties agree that the proper venue for such matters is the district or county courts of Grand County, Colorado.

16.6 Benefits. This Agreement is made for the sole and exclusive benefit of the Town and Tenant and is not made for the benefit of any third party.

16.7 Construction. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

16.8 Successors and Assigns. All covenants, stipulations and agreements in this Agreement shall extend to and bind each party hereto, its legal representatives, successors and assigns. This provision does not render the Agreement assignable, as assignment is governed by Article 13.

16.9 Headings. The titles of the several articles of this Agreement are inserted herein for convenience only, and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.

16.10 Entire Agreement. This Agreement, which is the entire agreement between the parties hereto, supersedes all prior agreements, understandings, warranties or promises between the parties hereto, whether written, spoken or implied from the conduct of the parties hereto.

16.11 Severability. In the event any covenant, condition or provision of this Agreement is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way affect any of the other covenants, conditions or provisions of this Agreement, provided that the invalidity of any such covenant, condition or provision does not materially prejudice either the Town or Tenant in his or its respective rights and obligations under the valid covenants, conditions or provisions of this Agreement.

16.12 Surrender of Possession. Upon the expiration of this Agreement or its earlier termination as herein provided, Tenant shall remove all of its property from the Business Space and all other Town property and surrender entire possession of its rights to the Town and its improvements in accordance with Section 9 above, unless this Agreement is renewed or replaced.

16.14 The Town Representative. The Town designates Town Manager or his/her designee, as its representative who shall make, within the scope of his authority, all necessary and proper decisions with reference to this Agreement. All requests for contract interpretations, amendments, and other clarifications or instructions shall be directed to the Town Representative. The representative may be changed by written notification to the Tenant.

16.15 Notices. Notices permitted or required to be given under this Agreement shall be in writing and shall be deemed given upon personal delivery or upon deposit in the United States Mail, certified, return receipt requested, postage fully prepaid, addressed as follows or to such other address as the parties may designate from time to time by notice given in accordance with this Section:

To Tenant: A Listening Ear Counseling, LLC
Attn: Lisa Marie Ansell
P.O. Box 1845
Granby CO 80446

To the Town: Town of Granby
Attention: Town Manager
PO Box 440
Granby, CO 80446

Copy To: Krob Law Office, LLC
Attn: Nathan Krob, Granby Town Attorney
8400 E. Prentice Ave., Suite 1500
Greenwood Village, CO 80111

16.16 Paragraph Headings. Paragraph headings contained herein are for convenience and reference, and are not intended to define or limit the scope of any provisions of this Agreement.

16.17 Force Majeure. Neither the Town nor the Tenant shall be deemed in violation of this Agreement if prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of energy or materials, acts of God or nature, act of public enemy, acts of superior governmental authority, pandemics, rebellion, sabotage or any other circumstances that are not within its control.

16.18 No Limitation on General Powers. Nothing in this Agreement shall be construed as in any way limiting the general powers of the parties to fully exercise their governmental functions or their obligations under any bond, covenants, or federal, state or local laws rules or regulations.

16.19 No Relationship. Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of employer and employee, principal and agent or a partnership or a joint venture between the parties hereto. The Town shall not be responsible for any debts or obligations whatsoever of Tenant.

16.21 Survival. To the extent necessary to carry out all of the terms and provisions hereof, the aid terms, obligations, and rights set forth herein required shall survive and shall not be affected by the expiration or termination of this agreement.

ARTICLE 17

ADDITIONAL PROVISIONS

17.1 Effect of this Article. The parties agree that the following additional provisions apply to their relationship and this Agreement. To the extent there is any conflict between the provisions of this Article 17 and other provisions of the Agreement, the provisions of Article 17 shall control.

17.2 Common Areas. Tenant, its employees, contractors, patients, and invitees shall be entitled to use the following common areas within the Granby Community Building: entrance and hallways necessary to access the Business Space and restrooms, restrooms, sidewalks, and parking lot.

17.3 Use of other areas within Granby Community Building. Except as specifically provided in Section 17.2, Tenant, its employees and patients shall not be entitled to use or occupy any other portions of the Granby Community Building solely based on their relationship or affiliation with the Tenant.

17.4 Town's inspection of the Business Space. The right of the Town to enter and inspect the Business Space as provided in Article 14 shall be exercised in a manner that does not interfere with the ability of the Tenant to maintain confidentiality of patient/client materials, does not violate HIPAA, and that does not adversely affect the equipment and improvements placed within the Business Space by the Tenant.

17.5 Annual Appropriation. Tenant does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of Tenant within the meaning of Article XI, Section 6, or Article X, Section 20, of the Colorado Constitution. Notwithstanding anything herein to the contrary, the renewal of this Agreement and the performance of obligations of the Tenant hereunder requiring budgeting and appropriation of funds are subject to annual budgeting and appropriation by the Tenant's Board in its discretion.

[signature page to follow]

TOWN:

TOWN OF GRANBY

By_____
Joshua P. Hardy, Mayor

Attest:

_____
Cody Mullinex, Town Clerk

TENANT:

A LISTENING EAR COUNSELING, LLC, a Colorado limited liability company and
LISA MARIE ANSELL, an individual

By_____
Lisa Marie Ansell

MEMO

To:	Mayor and Board of Trustees
From:	Nathan Krob, Town Attorney
Date:	12/09/2025
Re:	ORDINANCE 1033 TURF RESTRICTIONS
Department	Town Attorney
Time of Agenda Item	7:45 PM
Agenda Request No.	9

Subject

ORDINANCE NO. 1033 - AN ORDINANCE ADDING SECTION 16.125.190 TO THE GRANBY MUNICIPAL CODE TO PROHIBIT NONFUNCTIONAL TURF, NONFUNCTIONAL ARTIFICIAL TURF, AND INVASIVE PLANT SPECIES IN APPLICABLE DEVELOPMENT PROJECTS IN CONFORMANCE WITH COLORADO SENATE BILL 24-005 AND COLORADO HOUSE BILL 25-1113 / TOWN ATTORNEY
7:45 PM

Summary

SEE ATTACHED

Financial

SEE ATTACHED

Recommendation

SEE ATTACHED

Attachments

MEMO FROM KROB
ORDINANCE 1033
SENATE BILL
HOUSE BILL

KROB LAW OFFICE, LLC
Attorneys at Law

MEMORANDUM

To: Board of Trustees of the Town of Granby

From: Nathan Krob, Town Attorney

Date: December 9, 2025

Re: Ordinance 1033- Prohibiting installation of nonfunctional turf, artificial turf, and invasive plant species in certain future development projects

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Proposed Ordinance No. 1033 updates the Town's landscaping rules to follow new state laws passed in Senate Bill 24-005 and House Bill 25-1113. These state laws require all cities and towns to limit the use of nonfunctional turf, artificial turf, and invasive plant species in certain types of new development. The ordinance adds these requirements to the Town's Municipal Code and includes definitions so applicants and staff know what is allowed and what is not.

The ordinance focuses on prohibiting new installations of turf in areas where turf does not serve a real purpose, such as unused grass strips, medians, parking lots, and other non-recreational spaces. Single-family homes are not affected by the state laws, and the ordinance does not further restrict landscaping for individual homes. Functional turf—like playgrounds, sports fields, parks, and golf areas—is still allowed, and smaller multi-family residential projects with fewer than 12 homes are also exempt for their common elements. These rules will apply whenever a new development or redevelopment project needs a building permit or site plan review.

By adopting this ordinance, the Town is meeting state deadlines. It ensures that Granby's development standards match state law which was implemented to reduce unnecessary water use and provides a process for reviewing landscaping in future projects.

Staff Recommendation: Staff recommends approving Ordinance No. 1033 to comply with requirements of state statutes.

Suggested motion: "I move to approve Ordinance No. 1033, as presented."

Attachments: (1) Draft Ordinance NO. 1033
(2) Senate Bill 24-005 and House Bill 25-1113

TOWN OF GRANBY
BOARD OF TRUSTEES
ORDINANCE NO. 1033

AN ORDINANCE ADDING SECTION 16.125.190 TO THE GRANBY MUNICIPAL CODE TO PROHIBIT NONFUNCTIONAL TURF, NONFUNCTIONAL ARTIFICIAL TURF, AND INVASIVE PLANT SPECIES IN APPLICABLE DEVELOPMENT PROJECTS IN CONFORMANCE WITH COLORADO SENATE BILL 24-005 AND COLORADO HOUSE BILL 25-1113

WHEREAS, the Board of Trustees of the Town of Granby, Colorado, pursuant to Colorado statute is vested with the authority to administer the affairs of the Town of Granby, Colorado; and

WHEREAS, the Colorado General Assembly has passed legislation through Senate Bill 24-005 concerning the conservation of water in the state through the prohibition of certain landscaping practices and such legislation was signed into law on March 15, 2024; and

WHEREAS, the Colorado General Assembly has also passed legislation through House Bill 25-1113 which modified Senate Bill 24-005 concerning limiting the use of certain landscaping practices in new residential development and such legislation was signed into law on May 20, 2025; and

WHEREAS, the stated goals of these bills are to protect Colorado's water supply, promote water-wise landscaping practices without adversely impacting quality of life or landscape functionality, reduce impact from the urban heat island effect, and protect stormwater runoff into the environment and watersheds; and

WHEREAS, these bills together prohibit the use or installation of nonfunctional turf, nonfunctional artificial turf, and invasive plant species in qualifying new development and redevelopment projects; and

WHEREAS, Senate Bill 24-005 requires local governments enact corresponding regulations on or before January 1, 2026 and House Bill 25-1113 requires local governments enact corresponding regulations on or before January 1, 2028; and

WHEREAS, the Board of Trustees of the Town of Granby, having considered the state mandates and the appropriate regulation find it in the best interest of the health, safety and welfare of the Town's citizens and visitors to enact and adopt the regulations required by Senate Bill 24-005 and House Bill 25-1113.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRANBY, COLORADO AS FOLLOWS:

1. That Section 16.125.190 is added to the Granby Municipal Code, to read in its entirety as follows:

Sec. 16.125.190 – Prohibition of nonfunctional turf, nonfunctional artificial turf, and invasive plant species.

(a) Nonfunctional turf, nonfunctional artificial turf, and invasive plant species are prohibited in applicable property for new development and redevelopment projects as defined below in subsection (c).

(b) Examples of exempted property include, but are not limited to:

(1) Residential uses with less than 12 units.

(2) Civic, community, and recreational use areas such as parks, athletic fields, and event spaces.

(3) As a component of a professionally engineered design for civil infrastructure projects such as covers for solid waste facilities and brownfield sites and revetments for slopes, channels, levees, and dams.

(c) Definitions. The following definitions are adopted in conformance with Colorado Revised Statutes (CRS) Section 37-99-102.

(1) *Applicable property* means:

(i) Common interest community property;

(ii) A street right-of-way, parking lot, median, or transportation corridor;

(iii) Commercial, institutional, or industrial property; or

(iv) Applicable residential real property.

(2) *Applicable residential real property* means a multifamily residential housing premises property that includes more than twelve dwelling units.

(3) *Artificial turf* means an installation of synthetic materials developed to resemble natural grass.

(4) *Commercial, institutional, or industrial* has the meaning set forth in CRS 37-60-135(2)(b).

(i) The commercial, institutional, or industrial sector in the state; and

(ii) Includes local governments, schools, and businesses.

(5) *Common interest community* has the meaning set forth in CRS 38-33.3-103(8) as follows: real estate described in a declaration with respect to which a person, by virtue of such person's ownership of a unit, is obligated to pay for real estate taxes, insurance premiums, maintenance, or improvement of other real estate described in a declaration. Ownership of a unit does not include holding a

leasehold interest in a unit of less than forty years, including renewal options. The period of the leasehold interest, including renewal options, is measured from the date the initial term commences.

(6) *Common interest community property* means property within a common interest community that is owned and maintained by a unit owners' association, such as entryways, parks, and other common elements as defined in CRS 38-33.3-103(5)

(7) *Functional artificial turf* means artificial turf that is:

(i) Located in a recreational area or other space that is regularly used for civic, community, or recreational purposes, which may include a playground, a sports field, a picnic ground, an amphitheater, a portion of a park, and the playing area of a golf course such as a driving range, chipping and putting green, tee box, green, fairway, and rough; or

(ii) A component of a product designed and approved by a professional engineer for civil infrastructure projects, including but not limited to covers for solid waste facilities and brownfield sites, and revetments for slopes, channels, levees, and dams.

(8) *Functional turf* means turf that is located in a recreational use area or other space that is regularly used for civic, community, or recreational purposes which may include a playground, a sports field, a picnic ground, an amphitheater, a portion of a park, and the playing area of a golf course, such as a driving range, chipping and putting green, tee box, green, fairway, and rough.

(9) *Invasive plant species* has the meaning set forth in CRS 37-60-135(2)(e) as follows:

(i) Are introduced into the state accidently or intentionally;

(ii) Have no natural competitors or predators in the state because the state is outside of their competitors' or predators' range; and

(iii) Have harmful effects on the state's environment or economy or both.

(10) *Maintain* or *maintaining* means an action to preserve the existing state of nonfunctional turf, artificial turf or an invasive plant species that has already been installed, planted, or placed.

(11) *Multifamily residential housing premises property* means common interest property such as entryways, parks, and other comment elements as defined in CRS 38-33.3-103(5).

(12) *New development project* means a new construction project that requires a building permit, site plan review, or other design review process.

(13) *Nonfunctional artificial turf* means artificial turf that is not functional artificial turf.

(14) *Nonfunctional turf* means turf that is:

(i) Not functional turf.

(ii) Includes turf located in a street right-of-way, parking lot, median, or transportation corridor.

(iii) Does not include turf that is designated to be part of a water quality treatment solution required for compliance with federal, state, or local agency water quality permitting requirements that is not irrigated and does not have herbicide applied.

(15) *Redevelopment project* means a construction project that:

(i) Requires a building permit, site plan review, or other design review process; and

(ii) Results in a disturbance of more than fifty percent of the aggregate landscape area.

(16) *Residential real property* has the meaning set forth in CRS 39-1-102(14.5) as follows: Residential land and residential improvements but does not include hotels and motels as defined in CRS 39-1-102(5.5).

(17) *Turf* means continuous plant coverage consisting of nonnative grasses or grasses that have not been hybridized for arid conditions and which, when regularly mowed, form a dense growth of leaf blades and roots.

3. **Severability**. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees hereby declares that it would have passed this Ordinance and each part hereof irrespective of the fact that any one part or parts are declared unconstitutional or otherwise invalid.

4. **Repeal.** Existing ordinances or parts of ordinances covering the same matters as embraced in this Ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the taking effect of this Ordinance. Except as specifically amended by this ordinance, all other provisions of the Granby Town Code shall remain in full force and effect.

INTRODUCED, PASSED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF GRANBY THIS 9th DAY OF DECEMBER, 2025.

TOWN OF GRANBY
BOARD OF TRUSTEES

S E A L

Votes approving: _____
Votes opposed: _____
Absent: _____
Abstained: _____

ATTEST:

_____
Cody Mullinex
Town Clerk

_____
Joshua P. Hardy
Mayor

An Act

SENATE BILL 24-005

BY SENATOR(S) Roberts and Simpson, Bridges, Hinrichsen, Buckner, Cutter, Exum, Fields, Jaquez Lewis, Marchman, Michaelson Jenet, Priola, Winter F., Fenberg;
also REPRESENTATIVE(S) McCormick and McLachlan, Amabile, Bacon, Bird, Boesenecker, Brown, Daugherty, deGruy Kennedy, Duran, Epps, Froelich, Garcia, Herod, Jodeh, Joseph, Kipp, Lieder, Lindsay, Lukens, Mabrey, Martinez, Marvin, Mauro, Ortiz, Parenti, Rutinel, Sirota, Snyder, Story, Titone, Valdez, Velasco, Weissman, Willford, McCluskie.

CONCERNING THE CONSERVATION OF WATER IN THE STATE THROUGH THE PROHIBITION OF CERTAIN LANDSCAPING PRACTICES.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, **add** article 99 to title 37 as follows:

ARTICLE 99
Prohibition of Nonfunctional Turf,
Artificial Turf, and Invasive Plant Species

37-99-101. Legislative declaration. (1) THE GENERAL ASSEMBLY

Capital letters or bold & italic numbers indicate new material added to existing law; dashes through words or numbers indicate deletions from existing law and such material is not part of the act.

FINDS THAT:

(a) AS COLORADO CONTINUES TO GRAPPLE WITH THE IMPACTS OF CLIMATE CHANGE, GREEN URBAN SPACES, SUCH AS URBAN TREE CANOPIES, ARE A VITAL ADAPTATION TOOL FOR MITIGATING THE IMPACTS OF CLIMATE CHANGE, ESPECIALLY FOR MITIGATING THE URBAN HEAT ISLAND EFFECT, WHICH CAN INCREASE ENERGY COSTS, AIR POLLUTION, AND HEAT-RELATED ILLNESSES AND DEATHS;

(b) HOWEVER, WATER SUPPLY IN THE WESTERN UNITED STATES IS UNDER INCREASING PRESSURE DUE TO CLIMATE CHANGE AND INCREASING DEMAND;

(c) MANY COMMUNITIES IN THE STATE OVERUSE NONNATIVE GRASS FOR LANDSCAPING PURPOSES, WHICH REQUIRES LARGE AMOUNTS OF WATER TO MAINTAIN;

(d) WHILE THERE ARE APPROPRIATE AND IMPORTANT USES FOR TURF, INCLUDING FOR CIVIC, COMMUNITY, OR RECREATIONAL PURPOSES SUCH AS USE IN PARKS, SPORTS FIELDS, AND PLAYGROUNDS, MUCH OF THE TURF IN THE STATE IS NONFUNCTIONAL, LOCATED IN AREAS THAT RECEIVE LITTLE, IF ANY, USE, AND COULD BE REPLACED WITH LANDSCAPING THAT ADHERES TO WATER-WISE LANDSCAPING PRINCIPLES WITHOUT ADVERSELY IMPACTING QUALITY OF LIFE OR LANDSCAPE FUNCTIONALITY;

(e) PROHIBITING THE INSTALLATION, PLANTING, OR PLACEMENT OF NONFUNCTIONAL TURF IN APPLICABLE PROPERTY IN THE STATE CAN HELP CONSERVE THE STATE'S WATER RESOURCES;

(f) INSTALLED VEGETATION THAT ADHERES TO WATER-WISE LANDSCAPING PRINCIPLES CAN HELP REDUCE OUTDOOR DEMAND OF WATER; AND

(g) ADDITIONALLY, ARTIFICIAL TURF CAN CAUSE NEGATIVE ENVIRONMENTAL IMPACTS, SUCH AS EXACERBATING HEAT ISLAND EFFECTS IN URBAN AREAS AND RELEASING HARMFUL CHEMICALS, INCLUDING PLASTICS, MICROPLASTICS, AND PERFLUOROALKYL AND POLYFLUOROALKYL CHEMICALS, INTO THE ENVIRONMENT AND WATERSHEDS.

(2) THE GENERAL ASSEMBLY THEREFORE DECLARES THAT

PREVENTING THE INSTALLATION, PLANTING, OR PLACEMENT OF NONFUNCTIONAL TURF, ARTIFICIAL TURF, AND INVASIVE PLANT SPECIES IN APPLICABLE PROPERTY IN THE STATE IS:

(a) A MATTER OF STATEWIDE CONCERN; AND

(b) IN THE PUBLIC INTEREST.

37-99-102. Definitions. AS USED IN THIS ARTICLE 99, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(1) (a) "APPLICABLE PROPERTY" MEANS:

(I) COMMERCIAL, INSTITUTIONAL, OR INDUSTRIAL PROPERTY;

(II) COMMON INTEREST COMMUNITY PROPERTY; OR

(III) A STREET RIGHT-OF-WAY, PARKING LOT, MEDIAN, OR TRANSPORTATION CORRIDOR.

(b) "APPLICABLE PROPERTY" DOES NOT INCLUDE RESIDENTIAL PROPERTY.

(2) "ARTIFICIAL TURF" MEANS AN INSTALLATION OF SYNTHETIC MATERIALS DEVELOPED TO RESEMBLE NATURAL GRASS.

(3) "COMMERCIAL, INSTITUTIONAL, OR INDUSTRIAL" HAS THE MEANING SET FORTH IN SECTION 37-60-135 (2)(b).

(4) "COMMON INTEREST COMMUNITY" HAS THE MEANING SET FORTH IN SECTION 38-33.3-103 (8).

(5) "COMMON INTEREST COMMUNITY PROPERTY" MEANS PROPERTY WITHIN A COMMON INTEREST COMMUNITY THAT IS OWNED AND MAINTAINED BY A UNIT OWNERS' ASSOCIATION, SUCH AS ENTRYWAYS, PARKS, AND OTHER COMMON ELEMENTS AS DEFINED IN SECTION 38-33.3-103 (5).

(6) "DEPARTMENT" MEANS THE DEPARTMENT OF PERSONNEL CREATED IN SECTION 24-1-128 (1).

(7) "FUNCTIONAL TURF" MEANS TURF THAT IS LOCATED IN A RECREATIONAL USE AREA OR OTHER SPACE THAT IS REGULARLY USED FOR CIVIC, COMMUNITY, OR RECREATIONAL PURPOSES, WHICH MAY INCLUDE PLAYGROUNDS; SPORTS FIELDS; PICNIC GROUNDS; AMPHITHEATERS; PORTIONS OF PARKS; AND THE PLAYING AREAS OF GOLF COURSES, SUCH AS DRIVING RANGES, CHIPPING AND PUTTING GREENS, TEE BOXES, GREENS, FAIRWAYS, AND ROUGHS.

(8) "INVASIVE PLANT SPECIES" HAS THE MEANING SET FORTH IN SECTION 37-60-135 (2)(e).

(9) "LOCAL ENTITY" MEANS A:

(a) HOME RULE OR STATUTORY CITY, COUNTY, CITY AND COUNTY, TERRITORIAL CHARTER CITY, OR TOWN;

(b) SPECIAL DISTRICT; AND

(c) METROPOLITAN DISTRICT.

(10) "MAINTAIN" OR "MAINTAINING" MEANS AN ACTION TO PRESERVE THE EXISTING STATE OF NONFUNCTIONAL TURF, ARTIFICIAL TURF, OR AN INVASIVE PLANT SPECIES THAT HAS ALREADY BEEN INSTALLED, PLANTED, OR PLACED.

(11) "NATIVE PLANT" MEANS A PLANT SPECIES THAT IS INDIGENOUS TO THE STATE OF COLORADO.

(12) "NEW DEVELOPMENT PROJECT" MEANS A NEW CONSTRUCTION PROJECT THAT REQUIRES A BUILDING OR LANDSCAPING PERMIT, PLAN CHECK, OR DESIGN REVIEW.

(13) (a) "NONFUNCTIONAL TURF" MEANS TURF THAT IS NOT FUNCTIONAL TURF.

(b) "NONFUNCTIONAL TURF" INCLUDES TURF LOCATED IN A STREET RIGHT-OF-WAY, PARKING LOT, MEDIAN, OR TRANSPORTATION CORRIDOR.

(c) "NONFUNCTIONAL TURF" DOES NOT INCLUDE TURF THAT IS DESIGNATED TO BE PART OF A WATER QUALITY TREATMENT SOLUTION

REQUIRED FOR COMPLIANCE WITH FEDERAL, STATE, OR LOCAL AGENCY WATER QUALITY PERMITTING REQUIREMENTS THAT IS NOT IRRIGATED AND DOES NOT HAVE HERBICIDES APPLIED.

(14) "REDEVELOPMENT PROJECT" MEANS A CONSTRUCTION PROJECT THAT:

(a) REQUIRES A BUILDING OR LANDSCAPING PERMIT, PLAN CHECK, OR DESIGN REVIEW; AND

(b) RESULTS IN A DISTURBANCE OF MORE THAN FIFTY PERCENT OF THE AGGREGATE LANDSCAPE AREA.

(15) "SPECIAL DISTRICT" HAS THE MEANING SET FORTH IN SECTION 32-1-103 (20).

(16) "TRANSPORTATION CORRIDOR" MEANS A TRANSPORTATION SYSTEM THAT INCLUDES ALL MODES AND FACILITIES WITHIN A DESCRIBED GEOGRAPHIC AREA, HAVING LENGTH AND WIDTH.

(17) "TURF" HAS THE MEANING SET FORTH IN SECTION 37-60-135 (2)(i).

(18) "UNIT OWNERS' ASSOCIATION" HAS THE MEANING SET FORTH IN SECTION 38-33.3-103 (3).

(19) "WATER-WISE LANDSCAPING" HAS THE MEANING SET FORTH IN SECTION 37-60-135 (2)(l).

37-99-103. Prohibition of nonfunctional turf, artificial turf, and invasive plant species - local entities - construction or renovation of state facilities. (1) ON AND AFTER JANUARY 1, 2026, A LOCAL ENTITY SHALL NOT INSTALL, PLANT, OR PLACE, OR ALLOW ANY PERSON TO INSTALL, PLANT, OR PLACE, ANY NONFUNCTIONAL TURF, ARTIFICIAL TURF, OR INVASIVE PLANT SPECIES, AS PART OF A NEW DEVELOPMENT PROJECT OR REDEVELOPMENT PROJECT, ON ANY PORTION OF APPLICABLE PROPERTY WITHIN THE LOCAL ENTITY'S JURISDICTION.

(2) ON OR BEFORE JANUARY 1, 2026, A LOCAL ENTITY SHALL ENACT OR AMEND ORDINANCES, RESOLUTIONS, REGULATIONS, OR OTHER LAWS

REGULATING NEW DEVELOPMENT PROJECTS AND REDEVELOPMENT PROJECTS ON APPLICABLE PROPERTY IN ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.

(3) THE DEPARTMENT SHALL NOT INSTALL, PLANT, OR PLACE, OR ALLOW ANY PERSON TO INSTALL, PLANT, OR PLACE, ANY NONFUNCTIONAL TURF, ARTIFICIAL TURF, OR INVASIVE PLANT SPECIES AS PART OF A PROJECT FOR THE CONSTRUCTION OR RENOVATION OF A STATE FACILITY, WHICH PROJECT DESIGN COMMENCES ON OR AFTER JANUARY 1, 2025.

(4) NOTHING IN THIS SECTION PROHIBITS:

(a) A LOCAL ENTITY FROM MAINTAINING, OR ALLOWING ANY PERSON TO MAINTAIN, ANY NONFUNCTIONAL TURF, ARTIFICIAL TURF, OR INVASIVE PLANT SPECIES INSTALLED, PLANTED, OR PLACED BEFORE JANUARY 1, 2026;

(b) THE DEPARTMENT FROM MAINTAINING, OR ALLOWING ANY PERSON TO MAINTAIN, ANY NONFUNCTIONAL TURF, ARTIFICIAL TURF, OR INVASIVE PLANT SPECIES INSTALLED, PLANTED, OR PLACED AT A STATE FACILITY BEFORE JANUARY 1, 2025;

(c) A LOCAL ENTITY OR THE DEPARTMENT FROM INSTALLING, OR ALLOWING ANY PERSON TO INSTALL, GRASS SEED OR SOD THAT IS A NATIVE PLANT OR HAS BEEN HYBRIDIZED FOR ARID CONDITIONS;

(d) A LOCAL ENTITY OR THE DEPARTMENT FROM ESTABLISHING PROHIBITIONS ON, OR REQUIREMENTS FOR, NONFUNCTIONAL TURF, ARTIFICIAL TURF, OR INVASIVE PLANT SPECIES THAT ARE MORE STRINGENT THAN THE REQUIREMENTS OF THIS SECTION; OR

(e) A LOCAL ENTITY OR THE DEPARTMENT FROM INSTALLING, OR ALLOWING ANY PERSON TO INSTALL, ARTIFICIAL TURF ON ATHLETIC FIELDS OF PLAY.

SECTION 2. Act subject to petition - effective date - applicability. (1) This act takes effect at 12:01 a.m. on the day following the expiration of the ninety-day period after final adjournment of the general assembly; except that, if a referendum petition is filed pursuant to section 1 (3) of article V of the state constitution against this act or an item, section, or part of this act within such period, then the act, item, section, or

part will not take effect unless approved by the people at the general election to be held in November 2024 and, in such case, will take effect on the date of the official declaration of the vote thereon by the governor.

(2) This act does not apply to projects approved by the department of personnel or a local entity before the effective date of this act.

Steve Fenberg
PRESIDENT OF
THE SENATE

Julie McCluskie
SPEAKER OF THE HOUSE
OF REPRESENTATIVES

Cindi L. Markwell
SECRETARY OF
THE SENATE

Robin Jones
CHIEF CLERK OF THE HOUSE
OF REPRESENTATIVES

APPROVED Friday March 15th 2024 at 2:15 pm
(Date and Time)

Jared S. Polis
GOVERNOR OF THE STATE OF COLORADO

An Act

HOUSE BILL 25-1113

BY REPRESENTATIVE(S) Smith and McCormick, Bacon, Boesenecker, Brown, Camacho, Duran, Froelich, Joseph, Lindsay, Martinez, Sirota, Stewart R., Titone, McCluskie;
also SENATOR(S) Roberts, Bridges, Cutter, Danielson, Daugherty, Hinrichsen, Jodeh, Kipp, Kolker, Marchman, Michaelson Jenet, Snyder, Wallace, Weissman, Winter F.

CONCERNING LIMITING THE USE OF CERTAIN LANDSCAPING PRACTICES IN NEW RESIDENTIAL DEVELOPMENT.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. Legislative declaration. (1) The general assembly finds that:

(a) As Colorado continues to grapple with the impacts of climate change, green urban spaces, such as urban tree canopies, are a vital adaptation tool for mitigating the impacts of climate change, especially for mitigating the urban heat island effect, which can increase energy costs, air pollution, and heat-related illnesses and deaths;

(b) However, water supply in the western United States is

Capital letters or bold & italic numbers indicate new material added to existing law; dashes through words or numbers indicate deletions from existing law and such material is not part of the act.

increasingly scarce due to climate change and increasing demand;

(c) Many communities in the state overuse nonnative grass for landscaping purposes, which requires large amounts of water to maintain;

(d) While there are appropriate and important uses for turf, including for civic, community, or recreational purposes such as use in parks, sports fields, and playgrounds, much of the turf in the state is nonfunctional, located in areas that receive little, if any, use, and could be replaced with landscaping that adheres to water-wise landscaping principles without adversely impacting quality of life or landscape functionality;

(e) Prohibiting the installation, planting, or placement of nonfunctional turf in multifamily property in the state can help conserve the state's water resources;

(f) Requiring local governments to regulate turf in new residential properties can help preserve the limited water in our state;

(g) Many communities and developments develop in a water-wise manner already and are appreciated; and

(h) Installed vegetation that adheres to water-wise landscaping principles can help reduce outdoor demand for water while avoiding heat islands.

(2) The general assembly therefore declares that preventing the installation, planting, or placement of nonfunctional turf, artificial turf, and invasive plant species in applicable property in the state is:

(a) A matter of statewide concern; and

(b) In the public interest.

SECTION 2. In Colorado Revised Statutes, 37-99-102, **amend** (1)(a)(II), (1)(a)(III), (7), and (17); **repeal** (1)(b); and **add** (1)(a)(IV), (1.5), (6.5), (10.5), (12.5), (14.5), and (18.5) as follows:

37-99-102. Definitions. As used in this article 99, unless the context otherwise requires:

(1) (a) "Applicable property" means:

(II) Common interest community property; ~~or~~

(III) A street right-of-way, parking lot, median, or transportation corridor; OR

(IV) APPLICABLE RESIDENTIAL REAL PROPERTY.

(b) ~~"Applicable property" does not include residential property.~~

(1.5) "APPLICABLE RESIDENTIAL REAL PROPERTY" MEANS A MULTIFAMILY RESIDENTIAL HOUSING PREMISES PROPERTY THAT INCLUDES MORE THAN TWELVE DWELLING UNITS.

(6.5) "FUNCTIONAL ARTIFICIAL TURF" MEANS ARTIFICIAL TURF THAT IS:

(a) LOCATED IN A RECREATIONAL USE AREA OR OTHER SPACE THAT IS REGULARLY USED FOR CIVIC, COMMUNITY, OR RECREATIONAL PURPOSES, WHICH MAY INCLUDE A PLAYGROUND, A SPORTS FIELD, A PICNIC GROUND, AN AMPHITHEATER, A PORTION OF A PARK, AND THE PLAYING AREA OF A GOLF COURSE, SUCH AS A DRIVING RANGE, CHIPPING AND PUTTING GREEN, TEE BOX, GREEN, FAIRWAY, AND ROUGH; OR

(b) A COMPONENT OF A PRODUCT DESIGNED AND APPROVED BY A PROFESSIONAL ENGINEER FOR CIVIL INFRASTRUCTURE PROJECTS, INCLUDING BUT NOT LIMITED TO:

(I) COVERS FOR SOLID WASTE FACILITIES AND BROWNFIELD SITES; AND

(II) REVETMENTS FOR SLOPES, CHANNELS, LEVEES, AND DAMS.

(7) "Functional turf" means turf that is located in a recreational use area or other space that is regularly used for civic, community, or recreational purposes, which may include ~~playgrounds, sports fields, picnic grounds, amphitheaters, portions of parks, and the playing areas of golf courses, such as driving ranges, chipping and putting greens, tee boxes, greens, fairways, and roughs~~ A PLAYGROUND, A SPORTS FIELD, A PICNIC

GROUND, AN AMPHITHEATER, A PORTION OF A PARK, AND THE PLAYING AREA OF A GOLF COURSE, SUCH AS A DRIVING RANGE, CHIPPING AND PUTTING GREEN, TEE BOX, GREEN, FAIRWAY, AND ROUGH.

(10.5) "MULTIFAMILY RESIDENTIAL HOUSING PREMISES PROPERTY" MEANS COMMON INTEREST PROPERTY SUCH AS ENTRYWAYS, PARKS, AND OTHER COMMON ELEMENTS AS DEFINED IN SECTION 38-33.3-103 (5).

(12.5) "NONFUNCTIONAL ARTIFICIAL TURF" MEANS ARTIFICIAL TURF THAT IS NOT FUNCTIONAL ARTIFICIAL TURF.

(14.5) "RESIDENTIAL REAL PROPERTY" HAS THE MEANING SET FORTH IN SECTION 39-1-102 (14.5).

(17) "Turf" ~~has the meaning set forth in section 37-60-135 (2)(i)~~ MEANS CONTINUOUS PLANT COVERAGE CONSISTING OF NONNATIVE GRASSES OR GRASSES THAT HAVE NOT BEEN HYBRIDIZED FOR ARID CONDITIONS AND WHICH, WHEN REGULARLY MOWED, FORM A DENSE GROWTH OF LEAF BLADES AND ROOTS.

(18.5) "URBAN TREE" MEANS A PERENNIAL WOODY PLANT WITH A SINGLE OR MULTIPLE TRUNKS THAT SUPPORT A CANOPY OF BRANCHES AND LEAVES AND THAT PROVIDES ECOLOGICAL, SOCIAL, AND ECONOMIC BENEFITS WITHIN A BUILT ENVIRONMENT.

SECTION 3. In Colorado Revised Statutes, 37-99-103, **amend** (1), (3), (4)(a), (4)(b), (4)(d), and (4)(e); and **add** (4)(f) and (5) as follows:

37-99-103. Prohibition of nonfunctional turf, nonfunctional artificial turf, and invasive plant species - local entities - construction or renovation of state facilities. (1) On and after January 1, 2026, a local entity shall not install, plant, or place, or allow any person to install, plant, or place, any nonfunctional turf, NONFUNCTIONAL artificial turf, or invasive plant species, as part of a new development project or redevelopment project, on any portion of applicable property within the local entity's jurisdiction.

(3) The department shall not install, plant, or place, or allow any person to install, plant, or place, any nonfunctional turf, NONFUNCTIONAL artificial turf, or invasive plant species as part of a project for the

construction or renovation of a state facility, which project design commences on or after January 1, 2025.

(4) Nothing in this section prohibits:

(a) A local entity from maintaining, or allowing any person to maintain, any nonfunctional turf, NONFUNCTIONAL ARTIFICIAL TURF, artificial turf, or invasive plant species installed, planted, or placed before January 1, 2026;

(b) The department from maintaining, or allowing any person to maintain, any nonfunctional turf, NONFUNCTIONAL ARTIFICIAL TURF, artificial turf, or invasive plant species installed, planted, or placed at a state facility before January 1, 2025;

(d) A local entity or the department from establishing prohibitions on, or requirements for, nonfunctional turf, artificial turf, or invasive plant species that are more stringent than the requirements of this section; ~~or~~

(e) A local entity or the department from installing, or allowing ~~any~~ A person to install, artificial turf on athletic fields of play; OR

(f) A LOCAL ENTITY OR THE DEPARTMENT FROM INSTALLING OR PRESERVING URBAN TREES.

(5) (a) ON AND AFTER JANUARY 1, 2028, A LOCAL ENTITY SHALL NOT INSTALL, PLANT, OR PLACE, OR ALLOW A PERSON TO INSTALL, PLANT, OR PLACE, ANY NONFUNCTIONAL TURF, NONFUNCTIONAL ARTIFICIAL TURF, OR INVASIVE PLANT SPECIES, AS PART OF A NEW DEVELOPMENT PROJECT OR REDEVELOPMENT PROJECT, ON ANY PORTION OF APPLICABLE PROPERTIES THAT INCLUDE MULTIFAMILY RESIDENTIAL HOUSING PREMISES PROPERTY.

(b) NOTWITHSTANDING ANY PROVISION OF THIS SECTION TO THE CONTRARY, A LOCAL ENTITY OR THE DEPARTMENT SHALL NOT RESTRICT A PERSON FROM INSTALLING OR ALLOWING ANOTHER PERSON TO INSTALL GRASS SEED OR SOD THAT:

(I) IS A NATIVE PLANT;

(II) HAS BEEN HYBRIDIZED FOR ARID CONDITIONS; OR

(III) IS A LOW-WATER GRASS.

(c) ON OR BEFORE JANUARY 1, 2028, EACH LOCAL ENTITY WITH LAND USE PLANNING AND ZONING AUTHORITY SHALL ENACT OR AMEND ORDINANCES, RESOLUTIONS, REGULATIONS, OR OTHER LAWS REGULATING NEW DEVELOPMENT PROJECTS AND REDEVELOPMENT PROJECTS TO:

(I) REGULATE THE INSTALLATION OF NONFUNCTIONAL TURF IN ORDER TO REDUCE IRRIGATION WATER DEMAND ON APPLICABLE PROPERTY IN ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION; AND

(II) INCLUDE CONSIDERATION OF APPLICABLE RESIDENTIAL REAL PROPERTY.

SECTION 4. In Colorado Revised Statutes, **add** 37-99-104 as follows:

37-99-104. Regulation of turf in new residential property - local entities - exemptions. (1) ON OR BEFORE JANUARY 1, 2028, EACH LOCAL ENTITY WITH LAND USE PLANNING AND ZONING AUTHORITY SHALL ENACT OR AMEND ORDINANCES, RESOLUTIONS, REGULATIONS, OR OTHER LAWS REGULATING NEW DEVELOPMENT PROJECTS AND REDEVELOPMENT PROJECTS WITHIN THE LOCAL ENTITY'S JURISDICTION TO REGULATE THE INSTALLATION OF TURF TO REDUCE IRRIGATION WATER DEMAND FOR ALL RESIDENTIAL REAL PROPERTY THAT IS NOT APPLICABLE RESIDENTIAL REAL PROPERTY.

(2) ON AND AFTER JANUARY 1, 2028, WHEN ENACTING OR AMENDING ORDINANCES, RESOLUTIONS, REGULATIONS, OR OTHER LAWS REGULATING NEW DEVELOPMENT PROJECTS AND REDEVELOPMENT PROJECTS, EACH LOCAL ENTITY WITH LAND USE PLANNING AND ZONING AUTHORITY SHALL REGULATE THE INSTALLATION OF TURF TO REDUCE IRRIGATION WATER DEMAND FOR ALL RESIDENTIAL REAL PROPERTY THAT IS NOT APPLICABLE RESIDENTIAL REAL PROPERTY.

(3) EACH LOCAL ENTITY WITH LAND USE PLANNING AND ZONING AUTHORITY MAY CHOOSE THE STANDARD OR MECHANISM BY WHICH IT REGULATES TURF IN NEW DEVELOPMENT PROJECTS AND REDEVELOPMENT PROJECTS OF RESIDENTIAL REAL PROPERTY PURSUANT TO THIS SECTION.

(4) NOTWITHSTANDING ANY PROVISION OF THIS SECTION TO THE

CONTRARY, NEITHER A LOCAL ENTITY NOR THE DEPARTMENT SHALL RESTRICT A PERSON FROM INSTALLING OR ALLOWING ANOTHER PERSON TO INSTALL GRASS SEED OR SOD THAT:

(a) IS A NATIVE PLANT;

(b) HAS BEEN HYBRIDIZED FOR ARID CONDITIONS; OR

(c) IS A LOW-WATER GRASS.

SECTION 5. Act subject to petition - effective date. This act takes effect at 12:01 a.m. on the day following the expiration of the ninety-day period after final adjournment of the general assembly; except that, if a referendum petition is filed pursuant to section 1 (3) of article V of the state constitution against this act or an item, section, or part of this act within such period, then the act, item, section, or part will not take effect unless approved by the people at the general election to be held in

November 2026 and, in such case, will take effect on the date of the official declaration of the vote thereon by the governor.

Julie McCluskie
SPEAKER OF THE HOUSE
OF REPRESENTATIVES

James Rashad Coleman, Sr.
PRESIDENT OF
THE SENATE

Vanessa Reilly
CHIEF CLERK OF THE HOUSE
OF REPRESENTATIVES

Esther van Mourik
SECRETARY OF
THE SENATE

APPROVED Tuesday May 20th 2025 at 1:05 pm
(Date and Time)

Jared S. Polis
GOVERNOR OF THE STATE OF COLORADO

MEMO

To:	Mayor and Board of Trustees
From:	Nathan Krob, Town Attorney
Date:	12/09/2025
Re:	IMPROVEMENTS AGREEMENT FOR GRCO SEWER INFRASTRUCTURE
Department	Town Attorney
Time of Agenda Item	7:55 PM
Agenda Request No.	10

Subject
IMPROVEMENTS AGREEMENT FOR RIVER CAMP SEWER MAIN EXTENSION PHASE 1 / TOWN ATTORNEY
7:55 PM

Summary
SEE ATTACHED

Financial
SEE ATTACHED

Recommendation
SEE ATTACHED

Attachments

MEMO FROM KROB
Improvements Agreement

KROB LAW OFFICE, LLC
Attorneys at Law

MEMORANDUM

To: Board of Trustees of the Town of Granby

From: Nathan Krob, Town Attorney

Date: December 9, 2025

Re: Improvements Agreement for River Camp Sewer Main Extension Phase 1

The proposed Improvements Agreement between the Town of Granby and GRCO LLC governs the design, construction, inspection, acceptance, and warranty of the River Camp Sewer Main Extension Phase 1 Improvements, an approximately 300-foot public sewer line that will connect from the area in front of the Granby Ranch golf course clubhouse to the DeBerard Sewer Interceptor under Sol Vista Drive. The Improvements will support continued sewer service and future development in the area. GRCO must construct the Improvements at its sole expense in accordance with construction drawings that have been approved by SGM, using appropriately licensed contractors, and must complete the work within 18 months unless extended.

The Agreement establishes detailed procedures for engineering oversight, testing, inspections, initial acceptance, and final acceptance, including requirements for performance guarantees and a two-year warranty period (with extensions for repairs). As is standard in the Town's subdivision improvements agreements, in the proposed Improvements Agreement GRCO indemnifies the Town, must maintain specified insurance, and is responsible for maintaining clear and safe construction access routes. The Improvements Agreement also outlines the Town's remedies in the event of GRCO default, provides for GRCO's limited right to abandon the project prior to initial acceptance, and confirms that no third-party beneficiaries are created.

Staff Recommendation: Staff recommends approval of the Improvements Agreement.

Suggested motion: "I move to approve the Improvements Agreement for River Camp Sewer Main Extension Phase 1."

Attachment: Improvements Agreement

IMPROVEMENTS AGREEMENT
(River Camp Sewer Main Extension Phase 1)

THIS IMPROVEMENTS AGREEMENT (this "***Agreement***") is made and entered into by and between the Town of Granby, Colorado, a Colorado municipal corporation (the "***Town***") and GRCO LLC, a Missouri limited liability company (the "***Developer***"), effective as of the 9th day of December 2025. The Town and the Developer are sometimes collectively referred to herein as the "***Parties***".

WHEREAS, the Developer is the owner of certain real property located within the boundaries of the Town; and

WHEREAS, the Developer anticipates developing, or otherwise causing the development of portions of its property, the effect of which will be to generate the need for on-site and off-site improvements, specifically a water transmission line; and

WHEREAS, the Developer intends to install an approximately 300-foot public sewer line known as the River Camp Sewer Main Extension Phase 1 extending from and connecting to the public sewer line located under SolVista Drive North, commonly known as the "***DeBerard Sewer Interceptor***" to serve the Granby Ranch Golf Club and its current and future facilities and future residential development (the "***Improvements***"); and

WHEREAS, the Developer and the Town acknowledge that the terms and conditions set forth in this Agreement are reasonable and appropriate; and

WHEREAS, the Town's engineer and the Town Manager have reviewed Developer's construction plans for the Improvements (the "***Construction Drawings***"); and

WHEREAS, once the Construction Drawings are mutually agreed upon by the Parties, the Parties desire to provide for the construction of the Improvements in the Construction Drawings.

NOW, THEREFORE, in consideration of the premises herein contained, the Parties agree as follows:

1. Improvements. Once the parties have mutually agreed to the Construction Drawings, the Developer agrees to make, construct and install (or cause to be made, constructed or installed) the Improvements in accordance with the Construction Drawings as mutually approved in writing by the Developer, the Town's engineer and the Town Manager. Prior to the completion and final acceptance of the Improvements, any and all costs of the Town's inspection of the Improvements shall be borne solely by the Developer. With respect to the Improvements, the extent of the Developer's compliance with this Agreement shall be determined by the Town and its duly authorized agents and employees. Prior to commencement of work on the Improvements, the Developer shall obtain all necessary permits to complete the Improvements. In addition, Developer shall fully comply with all terms and conditions of any such permits.

2. Contractors/Subcontractors. The Developer shall ensure that all contractors and/or subcontractors employed in connection with construction or installation of the Improvements are licensed, to the extent such licensing is required, before any work on the Improvements is commenced.

3. Completion of Improvements. Subject to the Developer's rights in Section 4 of this Agreement, the Improvements shall be completed within eighteen (18) months of the date of this Agreement

(the "***Improvements Completion Period***"). The Improvements Completion Period may be extended by mutual agreement of the Parties.

4. Developer's Right to Abandon. At any time prior to initial acceptance of the Improvements as set forth in Section 5(f) of this Agreement, in the event the Developer determines that the Improvements are no longer desirable for Developer to construct at this time, the Developer shall have the right to notify the Town that it is abandoning the project and shall immediately restore the property back to a safe condition satisfactory to the Town, and the Developer shall have no further obligations to construct the Improvements pursuant to this Agreement.

5. Development Standards and Procedures.

(a) Engineering Services. The Developer shall, at its sole expense, procure all engineering and landscaping services necessary and appropriate in conjunction with the Improvements, which shall fully conform to the Town's applicable ordinances, standards and specifications. Professional services shall be performed by engineers, surveyors, architects or other professionals duly licensed by the State of Colorado as may be appropriate. Landscaping services shall be performed by persons trained in landscape architecture or horticultural design. In addition to design services, the Developer's engineer shall oversee construction, providing daily construction observation, record drawings and all documentation and certifications necessary for initial and Final Acceptance (defined below).

(b) Review. The Construction Drawings are to be reviewed and approved by the Town's engineer and the Town Manager. The Town Manager will sign the approved Construction Drawings' cover page upon approval by the Town's engineer and Town Manager.

(c) Testing. The Developer, at its sole expense, shall employ a professionally qualified, independent testing company acceptable to the Town to perform all testing of materials or construction that may reasonably be required by the Town to ensure compliance with the Town's applicable standards and specifications. The Developer shall furnish the Town with certified copies of test results and agrees to release and authorize full access by the Town and its designated representatives to all work-up materials, procedures and documents used in preparing the test results as requested by the Town.

(d) Inspection. At all times during the construction of the Improvements, and until Final Acceptance thereof by the Town, the Town shall have the right, but not the duty, to inspect materials and workmanship in order to ascertain conformance with the Construction Drawings and the Town's applicable standards and specifications. The Developer shall reasonably cooperate and assist the Town to gain appropriate access to the areas designated for inspection. It shall also be the duty of the Developer to notify the Town upon discovery of any nonconformance with the Construction Drawings, plans, or such standards and specifications. Inspection and acceptance of work by Town personnel shall not relieve the Developer of any responsibility under this Section 5(d). Notwithstanding the foregoing, Developer shall have no obligation or liability for any claim or injury resulting from the presence of any agent or representative of the Town on Developer's property, unless the same is the direct result of Developer's negligence or willful misconduct.

(e) Street Access. The Developer shall, at its expense, be responsible for keeping streets used as construction routes and other existing rights-of-way clean of mud, rocks, and debris at all times during the construction of the Improvements (collectively, the "***Street Access Requirements***"). All such work shall conform to the requirements for erosion control as described in the Town's statutes, ordinances, and regulations. If the Developer fails to comply with the Street Access Requirements, the Town shall provide the Developer with written notice via email specifying the nature of such failure, and the Developer shall have two (2) working days upon receipt of such notice in which to cure the specified failure. If the

Developer does not cure the specified failure within said two (2) working days (unless unable to do so due to inclement weather or other conditions beyond the Developer's control), or if such failure is not waived in writing by the Town, the Town may take corrective action and invoice the Developer at the Town's prevailing rate.

(f) Initial Acceptance of Improvements. Upon completion of the Improvements, the Developer shall submit a "***Request for Initial Acceptance***," including a Certification of Completion, Certification of Payment (as such terms are defined below), "as built" drawings of the Improvements, and certified cost estimates of the Improvements to the Town. The "***Certification of Completion***" shall be submitted upon written oath or affirmation of the Developer's engineer that the engineer has inspected and reviewed the Improvements and that the Improvements have been completed in substantial compliance with the approved Construction Drawings and other applicable Town code and building requirements, as in effect on the date of this Agreement. The "***Certification of Payment***" shall be submitted upon written oath or affirmation of the Developer that the Improvements have been fully paid for, and Developer has fully paid all persons or entities having furnished labor or materials for the design, construction, and installation of the Improvements. The Town, however, shall not be deemed to have accepted any payment responsibility or liability in conjunction with the ascertainment of such payment. The Town shall inspect the Improvements within ten (10) working days of the Town's receipt of the Developer's Request for Initial Acceptance, unless unable to do so due to inclement weather or other natural conditions or conditions beyond the Town's control (each such period being referred to herein as an "***Initial Acceptance Inspection Period***"). In the event the Developer submits a Request for Initial Acceptance after October 15 or before April 1 of any year, the submittal shall be treated as though it was submitted on April 1 following such submittal for purposes of determining the Initial Acceptance Inspection Period and subsequent deadlines. The Improvements shall be deemed accepted by the Town unless, within ten (10) working days of the expiration of the Initial Acceptance Inspection Period, the Town furnishes the Developer with specific written objections to the status of the completed Improvements. In the event that the Town, within ten (10) working days following the expiration of the Initial Acceptance Inspection Period, provides the Developer with specific written objections to the status of the completed Improvements, the Developer shall have such amount of time as is reasonably necessary to address such objections and, when addressed, shall re-submit the Request for Initial Acceptance, including a new Certification of Completion, Certification of Payment, "as built" drawings of the completed Improvements, and certified cost estimates of the completed Improvements. Upon a finding of satisfactory completion of the Improvements in compliance herewith and all applicable ordinances and standards of the Town, the Town shall issue a "***Certificate of Initial Acceptance***" to the Developer for the Improvements. Following the issuance of a Certificate of Initial Acceptance, the Town shall, upon request by the Developer: (i) release a portion of the Performance Guarantee correlating to the initially accepted Improvements, provided a Warranty Guarantee meeting the requirements of Subsection (g) below has been executed and delivered to the Town, and provided no mechanics lien statements have been filed with respect to the Improvements; and (ii) at the Developer's expense, record the Certificate of Initial Acceptance in the Official Records. In the event that the Town, within ten (10) working days of the Town's receipt of the Developer's request, has not recorded the Certificate of Initial Acceptance, the Developer shall thereafter have the right to record the same.

The Parties agree that upon the issuance of the Certificate of Initial Acceptance with respect to the Improvements consisting of sewer lines and facilities, the Developer shall convey such sewer lines and facilities to the Town by bill of sale. Prior to or simultaneous to the issuance of the Certificate of Initial Acceptance, the Developer shall also provide reasonably sufficient easements for the Improvements and for the Town to access, maintain, operate, repair, and replace the Improvements.

Notwithstanding anything to the contrary contained herein, Developer acknowledges and agrees that in no event shall the Developer be permitted to connect the Improvements to the DeBerard Sewer

Interceptor or any other public sewer line until the Town has issued a Certificate of Initial Acceptance for the Improvements.

(g) Warranties.

(i) For a period of two (2) years from the date of a Certificate of Initial Acceptance, the Developer shall warrant that the Improvements covered by such Certificate of Initial Acceptance will be free from defects, including, but not limited to, defects in materials, workmanship, design, construction, and installation, and that the Improvements shall otherwise fully comply with the Town's applicable standards and specifications (each such two (2) year period being referred to herein as an "***Initial Warranty Period***"). If repairs are required for the Improvements covered under an Initial Warranty Period, such Initial Warranty Period shall be extended with respect to such repairs for a period of two (2) years from the date of the repairs (each such period, an "***Extended Warranty Period***"). For the purposes of this Agreement, an Initial Warranty Period and any subsequent Extended Warranty Period for some or all of the Improvements (as applicable) shall collectively be referred to herein as a "***Warranty Period***".

(ii) Prior to the Town issuing a Certificate of Initial Acceptance, the Developer shall furnish to the Town an Irrevocable Letter of Credit, Warranty Bond, or other security for the benefit of the Town, deemed acceptable by the Town and conforming to the requirements set forth in Sections 5(g)(ii)(1) and 5(g)(ii)(2) below (the "***Warranty Performance Guarantee***"), in an amount equal to fifteen percent (15%) of the total actual cost of the Improvements covered by such Certificate of Initial Acceptance, as certified to the Town. The Warranty Performance Guarantee shall provide security for the costs which may be incurred in repairing or replacing the Improvements during a Warranty Period.

(1) The Developer shall have no direct or indirect ownership or managerial control over the entity issuing the Warranty Performance Guarantee; and

(2) In the event that, prior to the expiration of the Warranty Period, the Warranty Performance Guarantee should expire or the entity issuing the Warranty Performance Guarantee becomes non-qualifying, then the Town shall furnish the Developer with written notice of such condition, and within fifteen (15) days of receipt of such notice, the Developer shall provide the Town with a substituted qualifying Warranty Performance Guarantee, or augment the deficient security. If such substituted qualifying Warranty Performance Guarantee is not timely furnished, then development activities on Developer's property, including, but not limited to, the issuance of building permits and certificates of occupancy, may be suspended by the Town pending compliance herewith.

(iii) In the event that any substantial repair or replacement is required to any of the Improvements during a Warranty Period, and such repair or replacement is not timely made upon notice of defect or in any event before the expiration of the Warranty Period, the Town may elect, but shall not be obligated, to:

(1) call the Warranty Performance Guarantee and secure repair or replacement of the nonconforming Improvements;

(2) order denial or suspension of additional building permits, utility services, or certificates of occupancy outstanding with respect to Developer's property to be directly served by the Improvements until any non-conforming Improvements have been repaired or replaced; or

(3) take such other action as may be authorized in law or equity.

6. Procedure for Final Acceptance of Improvements.

(a) No earlier than sixty (60) days and no later than thirty (30) days prior to the expiration of a Warranty Period, the Developer's engineer shall submit a written "***Request for Final Acceptance***" for the Improvements covered by such Warranty Period. The Request for Final Acceptance shall only be submitted after the Developer's engineer has completed an inspection of the Improvements and is satisfied with the status of the Improvements. Within ten (10) days of such Request for Final Acceptance, the Town shall conduct a final inspection of the Improvements included in such Request for Final Acceptance, unless precluded from doing so by weather or natural conditions (each such period being referred to herein as a "***Final Acceptance Inspection Period***"). The Improvements shall be deemed accepted by the Town unless, within ten (10) working days of the expiration of the Final Acceptance Inspection Period, the Town furnishes the Developer with specific written objections to the status of such Improvements. In the event that the Town, within ten (10) days following the expiration of the Final Acceptance Inspection Period, provides the Developer with specific written objections to the status of the Improvements, the Developer shall have such amount of time as is reasonably necessary to address such objections and, when addressed, shall re-submit such Request for Final Acceptance. If the Improvements subject to the inspection fully conform to this Agreement and all of the Town's applicable standards and specifications, and/or all repairs, if any are needed, have been made to bring such Improvements into conformance, the Town shall issue a "***Certificate of Completion***" certifying the "***Final Acceptance***" of such Improvements to the Developer. After Final Acceptance, the Developer may request, and the Town shall release, the corresponding Warranty Performance Guarantee, and the Developer shall have no further obligations or liabilities with respect to such Improvements. Further, following the issuance of a Certificate of Completion, the Town shall, upon request by the Developer and at the Developer's expense, record the Certificate of Completion in the Official Records. In the event that the Town, within ten (10) working days of the Town's receipt of such request from the Developer, has not recorded the Certificate of Completion, the Developer shall thereafter have the right to record the same.

(b) If the Developer fails to obtain Final Acceptance of the Improvements in accordance with the terms, provisions, and time limits set forth in this Agreement, the Developer shall be in default of this Agreement and the Town may exercise its rights to secure performance as provided in Section 5 hereof. In the event that the Developer has not submitted a Request for Final Acceptance within forty-five (45) days of the scheduled completion dates applicable (as may have been extended as herein provided), the Town shall have the right, but not the obligation, at any time thereafter, to conduct a final inspection of the Improvements. If, pursuant to the final inspection requested by the Developer or initiated by the Town, any such Improvements are found to be in nonconformance with this Agreement or the Town's applicable standards and specifications, the Town shall have the rights set forth in Section 5 and elsewhere herein.

Nothing contained herein shall be construed or deemed to require the Town to grant Final Acceptance or release from a warranty any Improvements that are defective or damaged.

7. Liability Limitations.

(a) Indemnification. The Developer agrees to indemnify and hold harmless the Town, and its officers, agents, and employees, from and against all liability, claims, demands, and expenses, including court costs and attorney fees, on account of any injury, loss, or damage, which arises out of or is in any manner connected with the work to be performed under this Agreement, if such injury, loss, or damage is caused in whole or in part by the negligent act, omission, error, professional error, mistake, accident, or other fault of the Developer, any subcontractor of the Developer, or any officer, employee, or agent of the Developer or its contractor or subcontractor. The obligations contained in this Section 7(a) shall not apply to damages for which the Town shall become liable by final judgment to pay a third party as a result of the negligent act, omission, error, professional error, mistake, accident, or other fault of the Town.

(b) Insurance.

(i) The Developer agrees to procure and maintain for itself and for its contractors, subcontractors, representatives, and agents engaged in the design, construction, or installation of the Improvements, liability insurance, including general liability, contractors liability, professional liability, comprehensive automobile liability, worker's compensation insurance, and sufficient public liability insurance as to protect the Town, Town officials, Town employees, agents, and representatives against any and all potential liability, claims, damage, demands, losses, and expenses that may be incurred or asserted in connection with the Improvements. Such liability insurance shall be in the minimum amount of four hundred twenty-four thousand dollars ($424,000.00) for injury to one person, or one million ninety-five thousand dollars ($1,095,000.00) for injury to two or more persons in any single occurrence, or such greater amounts as may be established by the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S., (as it has been or may be amended, the "***Colorado Governmental Immunity Act***").

(ii) The Developer shall ensure that all contractors and subcontractors providing services in connection with the Improvements provide (x) Workers' Compensation as required by the Labor Code of the State of Colorado and (y) Employers' Liability Insurance.

(iii) If approved by the Town, in its sole discretion, evidence of qualified self-insured status may be substituted for one (1) or more of the foregoing insurance coverages.

(iv) The Developer shall, at a minimum, procure and maintain such insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Developer pursuant to retroactive dates, and extended reporting periods shall be procured to maintain such continuous coverage.

(v) A "***Certificate of Insurance***" shall be completed by the Developer's insurance agent as evidence that policies providing such required coverages, conditions, and minimum limits are in full force and effect, and such Certificate of Insurance shall be subject to review and approval by the Town prior to commencement of construction of the Improvements. Such Certificate of Insurance shall identify this Agreement and shall provide that such coverages afforded under such policies shall not be canceled, terminated, or materially changed unless at least thirty (30) days' prior written notice has been given to the Town.

(vi) Failure on the part of the Developer to procure or maintain such policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of this Agreement and, if said breach is not cured within ten (10) days of written notice by the Town to Developer, the Town may immediately terminate this Agreement, or at its discretion, may: (x) procure or renew any such policy or any extended reporting period thereto; (y) pay any and all premiums in connection therewith, in which case all monies so paid by the Town shall be repaid by the Developer to the Town upon demand, or, in the alternative, the Town may offset the cost of the premiums against any monies due to the Developer from the Town; or (z) the Town may cease to issue additional building permits or certificates of occupancy outstanding with respect to Developer's property to be directly served by the Improvements until such defect has been remedied.

(vii) The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto. The Developer agrees to execute any and all documents necessary to allow the Town access to any and all insurance policies and endorsements pertaining to the Improvements.

(viii) The Parties understand and agree that the Town, its officers, and its employees are relying on, and do not waive or intend to waive, by any provision of this Agreement, the monetary

limitations or other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, or otherwise available to the Town, its officers, agents, and employees.

(c) Nonliability. The Developer acknowledges that the Town's review and approval of the Improvements is done in furtherance of the general public health, safety, and welfare, and that no specific relationship with, or duty of care to, the Developer or third parties is created or assumed by such review and approval, nor is any immunity waived, as is more specifically set forth in the Colorado Governmental Immunity Act.

No one, individually or otherwise, other than the Parties, shall acquire, as a result of this Agreement, any rights, claims, or obligations from or against the Town, its agents, employees, or officers. Actions by the Town against the Developer to enforce any provision of this Agreement shall be at the sole discretion of the Board of Trustees of the Town. No third parties shall have any right to require any action by the Town pursuant to this Agreement, and this Agreement shall not create liability on the part of, or be a cause of action against, the Town for any personal or property damage that may result to any third parties from the failure of the Developer to perform or construct the Improvements. The Parties agree that it is their specific intent that no other individual or entity shall be a party to or a third-party beneficiary of this Agreement, that no other individual or entity shall have any rights or causes of action hereunder, and that the consent of another individual or entity shall not be necessary to any agreement, amendment, or document with respect to the obligations contemplated by this Agreement. The provisions of this Section 7(c) shall survive the Final Acceptance of all of the Improvements by the Town or the termination of this Agreement.

8. Enforcement and Remedies.

(a) Breach of Agreement. In the event the Developer fails to timely comply with any of the terms, conditions, covenants, or undertakings hereof, and if such noncompliance is not cured and brought into compliance within thirty (30) days of written notice of breach to the Developer by the Town, unless the Town in writing designates a longer period as reasonably requested by the Developer (each such period being referred to herein as a "***Cure Period***"), then the Town may, but shall not be obligated to, call for payment of the Warranty Performance Guarantee. The Town may also, during a Cure Period, withhold any additional building permits, certificates of occupancy outstanding, or the provision of new utility fixtures or services with respect to Developer's property to be directly served by the Improvements. Nothing hereunder shall be construed to limit the Town from pursuing any other remedy at law or in equity which may be appropriate under its statutes and ordinances or applicable laws and legal standards of the State of Colorado or the United States, before any court of competent jurisdiction. Such remedies shall be cumulative. Any notice of a breach of this Agreement by the Town to the Developer shall specify the conditions of such breach.

(b) Non-Waiver. The failure of the Town to take timely action with respect to any breach of any term, covenant, or condition hereof shall not be deemed to be a waiver of such performance by the Developer, or a waiver of any subsequent breach of the same or any other term, covenant, or condition herein contained.

9. Binding Effect. This Agreement shall be binding upon the Parties, their respective successors, and assigns.

10. Entire Agreement. This Agreement shall constitute the entire agreement between the Parties with respect to the subject matter herein contained. No subsequent amendment to this Agreement shall be valid unless made in writing and properly executed by each of the Parties.

11. No Admission of Liability or Waiver of Claim or Position. This Agreement shall not be construed, interpreted, or used as an admission of liability or waiver of claim or position by either of the Parties with respect to any right or obligation arising by, from, or under any other agreement or contract between the Parties.

12. Notices. Any notice given under the terms of this Agreement shall be made in writing, and shall be deemed made upon personal service or upon mailing by United States Mail, postage prepaid, to the other, and, unless amended by written notice, to the following:

The Town:	Town of Granby Post Office Box 440 Granby, Colorado 80446
With a copy to:	Krob Law Office, LLC 8400 E. Prentice Ave., Suite 1500 Greenwood Village, Colorado 80111
The Developer:	GRCO LLC PO Box 179173 St. Louis, Missouri 63117-9173 Attention: Robert B. Glarner, Jr.
With a copy to:	Husch Blackwell LLP 8001 Forsyth Boulevard, Suite 1500 St. Louis, Missouri 63105 Attention: David G. Richardson

13. Drafting and Construction of Agreement. This Agreement is the product of negotiations between the Parties and shall be deemed to have been drafted jointly by the Parties, and any uncertainties or ambiguities in or arising from this Agreement shall not be interpreted, construed, or resolved in favor of, or against, the Town or the Developer based on any doctrine of interpretation or construction that purports to attribute significance to the identity of the drafter.

14. Applicable Law, Jurisdiction, Venue, and Severability. This Agreement is to be governed and construed according to the laws of the State of Colorado. Any action or claim filed to enforce this Agreement or relating directly or indirectly to the provisions, performance, or enforcement of this Agreement shall be filed in the District Court of Grand County, State of Colorado. In the event that any provision of this Agreement is held to be in violation of the Town's ordinances or the laws of the State of Colorado or the United States and is thereby rendered unenforceable, such unenforceable provision shall not be deemed to invalidate any of the remaining provisions of this Agreement.

15. Additional Terms. No additional terms.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, and agreeing to be fully bound by the terms of this Agreement, the Parties have set their hands below as of the date first set forth above.

THE TOWN:

TOWN OF GRANBY, COLORADO

By:_____
Joshua P. Hardy, Mayor

ATTEST:

_____
Cody Mullinex, Town Clerk

THE DEVELOPER:

GRCO LLC

By: Swiss LLC, its Manager

By:_____
Robert B. Glarner, Jr., Manager

MEMO

To:	Mayor and Board of Trustees
From:	Ted Cherry, Town Manager
Date:	12/09/2025
Re:	SGM PHASE 2 NSA WTP AGREEMENT
Department	Town Manager
Time of Agenda Item	8:00 PM
Agenda Request No.	11

Subject

SGM PHASE 2 NORTH SERVICE AREA WATER TREATMENT PLANT AGREEMENT / TOWN MANAGER 8:00 PM

Summary

The Town has exhausted its first work order with SGM on the North Service Area Water Treatment Plant (NSA WTP). The original work order was for $473,485 and was for the initial phase of the work. The initial phase was paid, in part, by state funding through EIAF. The second phase would be paid for using bond proceeds. This was presented to the Board previously in March and was approved for the current amount with the knowledge there would be a second phase of the work. The second phase work order for SGM would be for $1,144,000 which would take the town through the end of the project. The scope and quote for work has been provided and the scope.

Financial

$1,144,00 in funding for SGM to fulfill engineering contract on the remaining work for the NSA WTP to be paid through the NSA water fund.

Recommendation

Manager would recommend the approval of the additional expense of $1,144,000 for SGM to complete the engineering work for the NSA WTP.

Attachments

SGM Memo
SGM WTP Quote

December 3, 2025

Ted Cherry
Town Manager
Town of Granby
P O Box 440
Granby, CO 80446

RE: North Service Area WTP - Proposal for Construction Phase Engineering Services

Dear Ted:

Thank you for the opportunity to provide the Town with this proposal to for the construction management through the completion the new NSA WTP project. This proposal includes the scope of work approved by the Board in March 2025 for the 'late work' portion of the project consisting of all work in Change Order 1 (CO1), issued in June of 2025 after the Town received SRF loans. The proposed work was approved but not authorized because it was contingent on receipt of SRF funding and we are now requesting authorization of the full contract to complete the work.

The project is currently on budget with 19% of the contractor budget expended and 20% of the work complete. We are currently 3-days behind the critical path schedule. To date the below grade basins have been constructed and are currently undergoing water testing.

The table on the next page summarizes the estimated fees by phase and by current and future authorization requests.

#	Phase Name	Fees: Early Work/ Prior Authorization	Fees: Balance of Project/ Current Authorization
21	Project Management – Early Work	$47,788	
22	Permitting – Early Work	$17,808	
23	Construction Initiation Support	$60,393	
24	SRF Loan Admin. – Early Work	$13,256	
25	DOLA Grant Admin. Support	$1,832	
26	Construction Mgmt./CA – Early Work	$283,167	
27	Field Engr. Support – Early Work	$12,868	
Sub	Blythe Group (Arch.) – Early Work	$8,800	
Sub	Brown's Hill Engr. (Elec./IC) – Early Work	$16,060	
	TOTAL: EARLY WORK (rounded est.)	*$462,000*	
09I	CDS-Funded Items Removal (actual spent)	$11,485	
	PRIOR AUTHORIZATION	**$473,485**	
21A	Project Management – Balance of Project		$140,152
22A	Permitting – Balance of Project		$11,523
24A	SRF Loan Admin. – Balance of Project		$19,024
26A	Construction Mgmt./CA – Balance of Proj.		$705,690
27A	Field Engr. Support – Balance of Project		$39,235
28	Plant Process Startup & Testing Support		$37,236
29	Building Systems Commissioning		$16,497
30	Project Closeout		$27,498
31	Record Drawings		$86,240
Sub	Blythe Group (Arch.) – Balance of Project		$20,900
Sub	Brown's Hill Engr. (Elec./IC) – Balance…		$34,210
Sub	Shaner Life Safety (Fire Protect) – Balance		$5,775
	TOTAL: BALANCE OF PROJ. (rounded)		*$1,144,000*
	CURRENT AUTHORIZATION REQUEST		**$1,144,000**

Please contact us with any questions. We fully recognize the magnitude and importance of this project to the Town and want to make sure you have a complete understanding of our proposal. Thank you.

Sincerely,

SGM



Alex Kordick, PE
Project Manager & Lead Project Engineer
970-384-9065, alexk@sgm-inc.com

Proposal Accepted by

TOWN OF GRANBY

Signed: _____ Date:_____

Name (printed): _____ Title: _____

www.sgm-inc.com

March 5, 2025

Ted Cherry
Town Manager
Town of Granby
P O Box 440
Granby, CO 80446

RE: North Service Area WTP - Proposal for Construction Phase Engineering Services

Dear Ted:

Thank you for the opportunity to provide the Town with this proposal to support the Town in making the new NSA WTP project a reality. This proposal presents a scope of work with estimated fees and is comprised of the following elements:

- **Phase 09I – Removal of CDS-Funded Items from Bidding Documents**. We are seeking formal budget authorization for this work, which has already been completed. SGM, working under time constraints and following verbal direction from the Town, performed out-of-scope work to modify the project drawings and specifications in the construction bid package to support the Town's strategy to make use of $1.1M in preliminarily-awarded Congressionally-Directed Spending (CDS) funds without placing Build America-Buy America requirements on the entire project scope. SGM removed the backup generator and solar PV system from the bid package scope to accomplish this. The Town's plan is, if/when the CDS funds are appropriated through signed legislation, to begin developing a separate bid package for the supply and installation of the generator and PV panels to be funded in large part with CDS monies.

- **Phases 21, 22, 23, 24, 25, 26 & 27 – Engineering Services to Support "Early Work" Construction**. We are seeking immediate authorization for this work, which has begun in part, but the bulk of which will be executed beginning with the Town's award of a construction contract. SGM will provide engineering services to support treatment equipment procurement, construction contracting, funding administration support, permits/approvals acquisition, construction contract administration and limited on-site construction observation associated with the launch and implementation of the "Early Work" construction phase. These are services being rendered primarily during the period February through September 2025.

- **Phases 21A, 22A, 24A, 26A, 27A & 28-31 – Engineering Services to Support Balance of Construction Project**. SGM is NOT seeking immediate authorization for this work at this time. We simply want to make the Town aware of the scope and estimated fee for which we will seek authorization once the Town has executed a construction contract change order in June 2025 to direct the contractor to proceed with the balance of the construction project scope. This would occur only once the Town has access to SRF loan proceeds, which are expected in late May 2025. SGM will provide engineering services to support treatment equipment procurement, construction contracting, funding administration support, permits/approvals administration, construction contract administration, limited on-site construction observation, HVAC/plumbing/lighting systems commissioning (code-required), plant startup assistance, construction contract closeout services, and record drawings development to support completion of the construction contract scope. These are services being rendered primarily during the period October 2025 through August 2027.

www.sgm-inc.com

March 5, 2025

Ted Cherry
Town Manager
Town of Granby
P O Box 440
Granby, CO 80446

RE: North Service Area WTP - Proposal for Construction Phase Engineering Services

Dear Ted:

Thank you for the opportunity to provide the Town with this proposal to support the Town in making the new NSA WTP project a reality. This proposal presents a scope of work with estimated fees and is comprised of the following elements:

- **Phase 09I – Removal of CDS-Funded Items from Bidding Documents**. We are seeking formal budget authorization for this work, which has already been completed. SGM, working under time constraints and following verbal direction from the Town, performed out-of-scope work to modify the project drawings and specifications in the construction bid package to support the Town's strategy to make use of $1.1M in preliminarily-awarded Congressionally-Directed Spending (CDS) funds without placing Build America-Buy America requirements on the entire project scope. SGM removed the backup generator and solar PV system from the bid package scope to accomplish this. The Town's plan is, if/when the CDS funds are appropriated through signed legislation, to begin developing a separate bid package for the supply and installation of the generator and PV panels to be funded in large part with CDS monies.

- **Phases 21, 22, 23, 24, 25, 26 & 27 – Engineering Services to Support "Early Work" Construction**. We are seeking immediate authorization for this work, which has begun in part, but the bulk of which will be executed beginning with the Town's award of a construction contract. SGM will provide engineering services to support treatment equipment procurement, construction contracting, funding administration support, permits/approvals acquisition, construction contract administration and limited on-site construction observation associated with the launch and implementation of the "Early Work" construction phase. These are services being rendered primarily during the period February through September 2025.

- **Phases 21A, 22A, 24A, 26A, 27A & 28-31 – Engineering Services to Support Balance of Construction Project**. SGM is NOT seeking immediate authorization for this work at this time. We simply want to make the Town aware of the scope and estimated fee for which we will seek authorization once the Town has executed a construction contract change order in June 2025 to direct the contractor to proceed with the balance of the construction project scope. This would occur only once the Town has access to SRF loan proceeds, which are expected in late May 2025. SGM will provide engineering services to support treatment equipment procurement, construction contracting, funding administration support, permits/approvals administration, construction contract administration, limited on-site construction observation, HVAC/plumbing/lighting systems commissioning (code-required), plant startup assistance, construction contract closeout services, and record drawings development to support completion of the construction contract scope. These are services being rendered primarily during the period October 2025 through August 2027.

PROPOSED SCOPE OF SERVICES

What follows is a detailed description of the proposed scope of services SGM is to provide the Town.

Phase 09I – Removal of CDS-Funded Items from the Bidding Documents

SGM modified architectural, civil, structural, electrical and controls drawings and specifications just prior to making the bid documents available to contractors in order to fulfill the Town's request to remove the backup generator and solar PV panels from the current construction project scope. This will allow the Town to potentially utilize up to $1.1M in Congressionally-Directed Spending (CDS) funds to defray the cost of these elements. Their supply and installation would be pursued as a separate project. If CDS funds were applied to the entire project, their value would likely be offset by the increase in cost of meeting BABA requirements then applied to the full project scope.

Phases 21 & 21A – Project Management

SGM will administer the scope, schedule, and budget associated with our engineering services during construction. SGM will facilitate internal team communications and coordination as well as with Town staff and the contractor to support project execution. Our scope and budget assume a 28-month construction contract duration, plus two additional months for assistance in getting the construction project launched and one additional month for getting it closed out, for a total of 31 months - 8 months for Early Work (Phase 21 : February 2025 through September 2025) and 23 months for the balance of project (Phase 21A). Tasks include:

- Provide for project scope, budget, schedule, staff resources, and subconsultant management.
- Meet with Town's On-Site Representative (Josh Broady) and water staff via videoconference for 30 minutes per week to discuss construction progress and issues resolution.
- Meet with the Town Manager via videoconference for 30 minutes once per month to provide an update on construction progress/issues, especially project budget and change orders.
- Manage subconsultant contracts and invoices.
- Provide monthly engineering services invoices and progress/budget status reports.
- Communicate with the Town on all project, engineering services, or other project management issues.
- Coordinate the efforts of SGM team members and subconsultants throughout the project.
- Provide for general communications and coordination with the contractor to support the construction process.
- Attend and prepare for eight (8) Town Board/public meetings to report on project progress, issues, etc. Participate in up to four (4) of the eight (8) meetings via remote link with the remaining being in-person. Assumes participation in two (2) meetings during the Early Work phase and six (6) meetings during the balance of the project.
- Establish geotechnical and materials testing scope of services, coordinate with the geotechnical engineer/materials testing consultant, and manage the Town's contract with that consultant.
- Provide assistance to the Town in applying for FY2026 CDS funding.

Phase 22 & 22A – Construction Permitting Support

- Task 01 – CDPHE Construction Approval. Develop and submit any relevant design changes to CDPHE WQCD and respond to any associated requests for information (RFIs) and/or address comments to obtain CDPHE drinking water construction approval for such changes. Complete and submit CDPHE construction completion form at end of construction project.

- Task 02 – Building Permit Support. Complete and submit building permit application with plans/specs to Town of Winter Park Building Department and address building official's comments/concerns to facilitate building permit acquisition. Provide conformance certification to Building Department at project conclusion.
- Task 03 – Wetlands Permit Support. Provide documentation, including that required for project closeout, on the Town's behalf to the US Army Corps of Engineers to meet Nationwide Permit requirements for the project.
- Task 04 – CDPHE Environmental Clearance. Coordinate with CDPHE/SRF, as needed, in order to support the Town in acquiring the final environmental clearance for the project from CDPHE as required by the SRF program.
- Task 05 – Other. Support contractor and Town for other permit acquisition or requirements compliance needs that may arise.

Phase 23 - Construction Initiation Support

Provide engineering services necessary to support construction contract execution and initial construction coordination.

- Task 01 – Prepare Conformance Docs. These include conformed Drawings and Project Manual, which shall represent the Bid Documents with incorporation of all changes due to addenda issued during the bid process.
- Task 02 – Construction Contract Execution. Review the contractor's executed bonds and insurance certifications and coordinate with the Town and the contractor as necessary to get a fully executed construction Agreement in place.
- Task 03 – WesTech Equipment Contract Coordination. Coordinate with Town and WesTech to get the WesTech design services bill paid on schedule (by April 18, 2025 at the latest). Coordinate with WesTech, Town and contractor to establish a contract the Town and WesTech can execute and assign to the contractor, under its contract for Early Work with the Town, for WesTech shop drawings generation. Coordinate with the parties to establish the contract to be executed by the Town and WesTech by June 17, 2025 and assigned to the contractor in parallel with execution of the Primary Change Order for the remainder of the WesTech scope.
- Task 04 – Initial Change Order. Prepare drawing and specification changes to implement any necessary post-bid changes. These are presently understood to include changes to plant water system finished water line tap, filter-to-waste and/or clearwell drain outlet configurations required for CDPHE construction approval acquisition, updating the name/type of the Nationwide Permit governing wetlands work at the site, modifying the electrical system design to accommodate final WesTech control panel loads, and restricting the storage of certain construction materials at the contractor staging area at the SSA WTP site to mitigate the risk of groundwater contamination.
- Task 05 – Value Engineering. Review and evaluate the merits of up to twelve (12) value engineering proposals (VECPs) from the contractor as described in Section 01 24 13 of the construction Project Manual. Meet with Town staff and contractor in Granby up to one (1) time and via videolink up to (3) times for purpose of discussing details and implications of the VECPs. Meet with Town staff up to (3) times via videoconference to review and make decisions about which VECPs to accept. Write a memo with results/recommendations to Town and communicate with contractor about decision to accept, or not, any VECPs. **This scope and budget does not include making any changes to the Drawings and Specifications as part of a construction Change Order to actually implement the

VECPs. SGM will provide an engineering services contract proposal once the scope of the design changes to implement the VECPs is understood.**

- Task 06 – Initial Schedules Coordination. Review and work with the Town and contractor to finalize a Schedule of Values for processing pay applications, a Schedule of Submittals for establishing the list and timing of all shop drawings and other submittals, and a Baseline Project Schedule for assessing impacts to Contract Times of any scope changes or other events.
- Task 07 – Survey Control. Plan, coordinate and perform survey control staking at the site. Budget includes initial staking event only. The contractor will need to pay for replacement markers if required.
- Task 08 – Primary Change Order. Prepare and coordinate the execution of the Primary Change Order for the full project construction scope by June 17, 2025.
- Task 09 – Pre-Construction Meeting. Plan, lead/execute, and prepare minutes for pre-construction meeting to be held in Granby. Coordinate and prepare Notice to Proceed.
- Task 10 – Prep Town OSR for Construction. Establish communications protocol and timing of regular meetings between Town OSR and SGM project engineer, share documentation forms and establish system for same-day construction photos (& reports sharing), coordinate on coverage of Town OSR absences, and identify work elements for which greater instruction/guidance support by SGM will be needed to achieve adequate observation.

Phases 24 & 24A – SRF Loan Administration Support

- Task 01 – Loan Acquisition Support. Coordinate with Town, Hilltop Securities and SRF officials to support loan acquisition process as needed through CWRPDA Board approval, bond issuance, repayment schedule finalization, and loan agreement review/execution phases. Provide project cost projections data as needed. Attend the CWRPDA Board meeting on March 7 with the Town Manager.
- Task 02 – Davis-Bacon Wage Support. Work with the contractor and SRF to get new/unlisted wage categories approved, as needed. Review certified payrolls for compliance. Assumes six (6) monthly instances during the Early Work phase and 20 for remainder of project. We are assuming that the Town's On-Site Representative will perform wage interviews as required.
- Task 03 – AIS Support. Coordinate with contractor and review all relevant materials for AIS compliance. Assumes six (6) monthly instances during Early Work phase and 20 for remainder of project.
- Task 04 – General SRF Support. Complete all reports required by SRF and support staff. Support Town and contractor in meeting the administrative requirements of the SRF loan process. Conduct (or coordinate as appropriate) all tasks assigned to the Borrower including review and maintain appropriate records. We have assumed Town staff will be submitting loan funds disbursement requests along with all supporting documentation.

Phase 25 – DOLA Grant Administration

- Review draft loan agreement and provide input to Town and DOLA representative. Hold initial conference call to discuss.
- Provide limited support to Town staff, as needed, as Town staff develops and submits quarterly pay requests and status reports and the project final report.

Phases 26 & 26A – Construction Management

Provide services covering construction coordination, construction engineering, and contract administration. These are efforts performed by engineers in the office or deployed from the office. opposed to Resident Project Representative (RPR) services provided by the Town.

Tasks:

- Task 01 - Attend monthly on-site construction progress meetings. SGM's Project Manager and Project Engineer will participate. Teleconferencing will be used whenever possible to reduce engineering fees. Produce agendas and minutes. Assumes six (6) during the Early Work phase and twenty (20) during the remainder of the project.
- Task 02 - Participate in weekly construction coordination meetings via teleconference. Assumes 26 meetings during the Early Work phase and 86 meetings for the remainder of the project. Project Manager to participate in all meetings. Lead Project Engineer to participate in roughly half of all meetings. Participation is assumed to be via videoconference with the exception of the PM attending once per month in-person. Other engineering specialists will participate as needed by videoconference.
- Task 03 - Review and process contractor monthly pay applications. Coordinate with the Town's On-Site Representative who will provide input to SGM on observations related to % completion of various work items and existence/condition of on-site stored materials. Assumes six (6) instances during Early Work phase and 20 during the remainder of the project. Monthly efforts related to meeting SRF requirements associated with pay application review are scoped/budgeted in Phases 24 & 24A.
- Task 04 - Develop and provide written responses to contractor Requests for Information (RFIs) and provide associated engineering analyses, as necessary. Budgeted hours are based on the level of RFIs and engineering required on past similar projects.
- Task 05 - Review proposed contractor Change Order Requests (CORs), perform any associated engineering, and develop Change Orders (COs) and Work Change Directives (WCDs) as appropriate. Administer CO and WCD documentation. Budgeted hours are based on the level of RFIs and engineering required on past similar projects.
- Task 06 - Work with contractor and Town on miscellaneous clarifications and interpretations of the Contract Documents as appropriate to facilitate the orderly completion of contractor's work.
- Task 07 - Render formal written decisions on all duly submitted issues relating to the acceptability of contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of contractor's Work.
- Task 08 - Reject defective, substandard, or otherwise non-compliant work, as necessary.
- Task 09 - Review and process general submittals, shop drawings, contractor construction schedules, etc. Budgeted hours are based on the level of submittal review required on past similar projects. Note that the construction Contract Documents provide the Town with the right to provide a setoff against payment to the contractor for engineering fees associated with reviewing a third and subsequent re-submittal.
- Task 10 - Review geotechnical and construction materials test reports, special inspection reports, and equipment test reports. Budgeted hours are based on the level of submittal review required on past similar projects.
- Task 11 - Review the construction photos and daily reports generated and provided by the Town's On-Site Representative (OSR). Coordinate with the OSR as needed.

- Task 12 - Review submitted equipment O&M Manuals. Budgeted hours are based on the level of submittal review required on past similar projects.

Phase 27 & 27A – Field Engineering Support – Design Team

Support the Town's On-Site Representative (OSR) in observing construction activities when additional expertise is required to make observations, to resolve construction issues on-site, and/or to provide guidance to the OSR in terms of what aspects of a new element of construction to pay attention to. Includes SGM civil, structural, mechanical, electrical and process engineers.

Phase 28 – Plant Process Startup and Testing

Support contractor and Town operations staff in the startup, testing, and troubleshooting of the treatment processes and pumping systems and associated monitoring and control systems.

Tasks:

- Task 01 - Support contractor in developing startup and testing plans. Help develop a list and sequence for startup activities, identifying a general approach and criteria for testing of systems. This will likely include physical field-checking of pump performance, flow and level device accuracies, chemical metering pump systems control and delivery rates, ballasted flocculation and multi-media filtration systems performance, etc.
- Task 02 - Provide process troubleshooting assistance, as required.
- Task 03 - Participate in startup coordination/planning teleconferences with Town, contractor and equipment supplier representatives.
- Task 04 - Participate in field during startup and testing activities to make observations, collect data, assess performance of systems, and coordinate with Town and contractor on progress and direction of startup efforts.

Phase 29 – Building Systems Commissioning

Maximize the performance of the plant's HVAC, lighting and domestic water systems through systems review, understanding of the Town's goals for operations/performance, systems testing, identification of deficiencies, and recommendations for correction.

Tasks:

- Task 01 - Hold a commissioning kickoff meeting with Town, design engineer, and contractor.
- Task 02 – Produce functional performance test (FPT) plans and witness system startups.
- Task 03 - Review contractor's HVAC testing and balancing (T&B) results and provide comments.
- Task 04 – Produce commissioning reports.

Phase 30 – Project Closeout

Bring the project to orderly and full completion, making sure that all Contract requirements are met and all potential liens released before Final Payment is made to the contractor.

Tasks:

- Task 01 – Coordinate and conduct a Substantial Completion walkthrough and develop a punch list.

- Task 02 - Conduct two additional walkthroughs to get to punch list completion and Final Acceptance.
- Task 03 - Issue Notices of Substantial Completion and Final Acceptance.
- Task 04 - Coordinate on lien waivers, warranties, O&M Manuals, and final payment advertising, etc.

Phase 31 – Record Drawings

Provide the Town with complete project Record Drawings so that it has an accurate record of the North Service Area WTP at the conclusion of construction. This will improve the Towns's ability to operate, maintain, and make modifications to the plant in the future efficiently and effectively.

Tasks:

- Task 01 - Acquire markups of Construction Drawings maintained by contractor.
- Task 02 - Produce draft Record Drawings set and provide to Town for review.
- Task 03 - Make any revisions and produce final Record Drawings set.

Assumptions Regarding On-Site Representative (OSR) Services Provided by the Town

SGM scope and budget have been developed on the basis that the Town will provide the services of an On-Site Representative (OSR) to observe construction, document construction progress on a daily basis, be SGM's primary liaison to the contractor in the field and provide information necessary for SGM to assess whether the contractor's work is generally in conformance with the construction Contract Documents.

SGM's scope and budget are based on the Towns's OSR completing the work scope outlined below. SGM will provide construction observation guidance and technical support to the Town's OSR on an as-needed basis as requested by the Town OSR. If the level of SGM on-site support provided appears to be on a trajectory that will cause the cost of SGM's services to exceed the estimates provided herein, SGM will notify the Town as soon as possible. SGM has budgeted to be on-site only on a limited basis in order to provide the support described in the scope of Phases 27 & 27A.

Tasks Expected to Be Performed by the Town's OSR:

- Attend monthly and weekly construction meetings; coordinate with SGM and the contractor on any recommended agenda items.
- Be present on-site daily to observe and document construction activities and to support SGM in assessing whether or not the work is in general conformance with the Contract Documents.
    - Bring what may appear to be defective work to SGM's attention, and relay any other concerns regarding the contractor's work, as soon as possible.
    - Complete daily reports using a form provided by SGM to capture whether conditions, site conditions, contractor resources on-site, and work progress/results. Include select illustrative photos in the report.
    - Take additional construction photos for the purpose of communicating the contractor's progress and work results to SGM staff.
    - Upload completed daily reports and construction photos to a shared site at least once, ideally twice, per week for timely access and review by the SGM team.

- Review the parts of the drawings and specifications relevant to upcoming construction work in advance of observing the work. Coordinate with relevant SGM design engineers on key things to be looking for in each element of the work.
- Serve as SGM's primary contact for the contractor for on-site work. Also, facilitate communication between contractor, Town and SGM.
- Coordinate and witness compliance inspections and testing, such as leak tests, pressure tests, system startup, operator training, etc.
- Provide input to SGM's Project Manager as to contractor work progress and "% complete" assessment of various construction items in the contractor's Schedule of Values for the purpose of review/analysis of monthly contractor pay applications.
- Make observations of adverse weather and potential impacts to the contractor's work progress and coordinate with SGM to support SGM's determination as to the fair accrual of adverse weather days to the contractor's benefit under paragraph SC-4.05.C.2 of the Supplementary Conditions.
- Conduct SRF-required Davis-Bacon wage interviews. This entails pulling various employees of the contractor and its subcontractors aside on a regular basis and asking them questions about their hourly wage and work responsibilities. Provide this information to SGM's Project Manager for comparison to the wages reported by the contractor and the applicable Davis-Bacon wage schedule for the project in order to assess Davis-Bacon wage compliance.

The Town's OSR shall not:

- Authorize changes in the work. Do not communicate approval to the contractor, unless received in writing from SGM, of contractor- proposed changes to, or deviations from, the requirements of the Contract Documents. This includes also product/material substitutions. Such changes will be communicated via Field Order, Work Change Directive, or Change Order documents issued by SGM.
- Direct the contractor's means, methods or schedule.
- Interpret design intent. Questions and concerns should be relayed to SGM.
- Set, direct, implement or monitor the contractor's safety programs.

Clarifications Regarding Engineer's Role During Construction

During the North Service Area WTP construction project, the following are not within SGM's scope of responsibility:

- Providing on-site representation and construction observation beyond what is described herein (i.e. no regular on-site presence).
- Assembling and submitting SRF loan disbursement or DOLA EIAF grant fund requests.
- Producing or submitting quarterly or final status reports to DOLA to meet EIAF grant requirements (we have some limited hours budgeted to provide input to or answer questions from Town staff members responsible for doing this.)
- Directing contractor means, methods or schedule.
- Managing safety or security at the Site, or for safety precautions and programs incident to contractor's work, during the construction phase or otherwise.
- Failure of contractor to perform or furnish the work in accordance with the construction contract documents

Plant-wide O&M Manual Excluded

- This scope does not include the development of a facility-wide O&M Manual. As part of the contractor's obligations, individual equipment O&M Manuals produced by equipment manufacturers will be provided to the Town. In addition, an O&M Manual for the overall ballasted flocculation and multi-media filtration system will be provided. However, should the Town desire to have an O&M Manual that covers the overall plant process and individual systems, we will develop upon request a separate scope and budget proposal to cover that work.

PROPOSED FEE

SGM proposes to complete the scope described herein on a time and materials fee basis with monthly invoicing. Labor and expense reimbursement rates as set forth in SGM's pending Master Services Agreement (MSA) with the Town, as approved by the Town Board on February 25, 2025, will be utilized. The 2025 rates proposed by SGM for inclusion in the MSA are attached. These would be adjusted on January 1 of each subsequent year as set forth in the MSA and applied to this project.

SGM's estimated fee to complete the entire scope of work described herein is $1,617,485, including fees for all subconsultants, but excluding third-party geotechnical/materials testing. We are soliciting and reviewing a separate scope/fee proposal for this work from Kumar & Associates, which performed the geotechnical testing and engineering during planning and design, and which we recommend contract directly with the Town for construction-phase services.

SGM's estimated fee for its construction-related services during the Early Work period, which covers scope described in **Phases 21, 22, 23, 24, 25, 26 & 27** and is expected to run through September 30, 2025, is $462,000. In addition, SGM is seeking budget authorization for **Phase 09I** (CDS-Funded Items Removal) in the amount already spent of $11,485 **for a total authorization at this time of $473,485. This is this portion of the overall scope and fee for which SGM is seeking Town authorization at this time.**

In June, SGM expects to seek authorization from the Town to proceed with the scope of work under the remaining construction-related phases (21A, 22A, 24A, 26A, 27A & 28-31) and a budget modification of $1,144,000. This would cover work from October 1, 2025 through August 31, 2027.

SGM's monthly invoices will be accompanied by a summary of work completed and a summary of expenditures versus budget values. Halfway through the project, SGM will begin projecting total expenditures at project completion and communicating with the Town on anticipated budget adequacy.

The table on the next page summarizes the estimated fees by phase and by current and future authorization requests.

#	Phase Name	Fees: Early Work/ Immediate Authorization	Fees: Balance of Project/ Future Authorization
21	Project Management – Early Work	$47,788	
22	Permitting – Early Work	$17,808	
23	Construction Initiation Support	$60,393	
24	SRF Loan Admin. – Early Work	$13,256	
25	DOLA Grant Admin. Support	$1,832	
26	Construction Mgmt./CA – Early Work	$283,167	
27	Field Engr. Support – Early Work	$12,868	
Sub	Blythe Group (Arch.) – Early Work	$8,800	
Sub	Brown's Hill Engr. (Elec./IC) – Early Work	$16,060	
	TOTAL: EARLY WORK (rounded est.)	*$462,000*	
09I	CDS-Funded Items Removal (actual spent)	$11,485	
	CURRENT AUTHORIZATION REQUEST	**$473,485**	
21A	Project Management – Balance of Project		$140,152
22A	Permitting – Balance of Project		$11,523
24A	SRF Loan Admin. – Balance of Project		$19,024
26A	Construction Mgmt./CA – Balance of Proj.		$705,690
27A	Field Engr. Support – Balance of Project		$39,235
28	Plant Process Startup & Testing Support		$37,236
29	Building Systems Commissioning		$16,497
30	Project Closeout		$27,498
31	Record Drawings		$86,240
Sub	Blythe Group (Arch.) – Balance of Project		$20,900
Sub	Brown's Hill Engr. (Elec./IC) – Balance…		$34,210
Sub	Shaner Life Safety (Fire Protect) – Balance		$5,775
	TOTAL: BALANCE OF PROJ. (rounded)		*$1,144,000*
	FUTURE AUTHORIZATION REQUEST		**$1,144,000**

Please contact us with any questions. We fully recognize the magnitude and importance of this project to the Town and want to make sure you have a complete understanding of our proposal. Thank you.

Sincerely,

SGM

Alex Kordick, PE

Project Manager & Lead Project Engineer
970-384-9065, alexk@sgm-inc.com

Warren Swanson, PE

Project Principal
970-384-9051, warrens@sgm-inc.com

Attachments:
A – SGM 2025 Fee Schedule for Town of Granby
B – Labor Hours, Expenses and Fees by Phase

Proposal Accepted by

TOWN OF GRANBY

Signed: _____ Date:_____

Name (printed): _____ Title: _____

ATTACHMENT A

SGM 2025 Fee Schedule for Town of Granby

Fee Schedule January 2025

Hourly Rate*

* PRINCIPAL ENGINEER	$250
SENIOR ENGINEER III	$234
SENIOR ENGINEER II	$218
SENIOR ENGINEER I	$199
ENGINEER IV	$180
ENGINEER III	$165
ENGINEER II	$140
ENGINEER I	$121
SENIOR PROJECT MANAGER	$179
PROJECT MANAGER	$166
* PRINCIPAL SCIENTIST	$249
SENIOR SCIENTIST II	$213
SENIOR SCIENTIST I	$180
SCIENTIST III	$150
SCIENTIST II	$125
SCIENTIST I	$108
SCIENTIST TECHNICIAN	$90
* PRINCIPAL CONSULTANT	$249
SENIOR CONSULTANT II	$213
SENIOR CONSULTANT I	$177
CONSULTANT III	$149
CONSULTANT II	$130
CONSULTANT I	$116
TECHNICIAN III	$100
TECHNICIAN II	$85
TECHNICIAN I	$72
CLERICAL	$92
SENIOR CADD/GIS	$166
CADD/GIS III	$144
CADD/GIS II	$130
CADD/GIS I	$106
SENIOR CONSTRUCTION TECHNICIAN	$157
CONSTRUCTION TECHNICIAN II	$144
CONSTRUCTION TECHNICIAN I	$130
* PRINCIPAL SURVEYOR	$199
LAND SURVEYOR III	$182
LAND SURVEYOR II	$164
LAND SURVEYOR I	$148
SURVEY TECHNICIAN III	$132
SURVEY TECHNICIAN II	$119
SURVEY TECHNICIAN I	$107
FIELD SURVEY (1-Man Crew)	$179
FIELD SURVEY (2-Man Crew)	$238
SUE FIELD PROJECT MANAGER	$216
SUE FIELD TECHNICIAN	$150
EXPERT TESTIMONY	$380

*** Principal-Level billing rates will be discounted by 15% for all Town-funded work**

*There is 10% upcharge to the rates shown for electrical engineering and a 5% upcharge for water resources staff

REIMBURSABLES

Equipment	Rate
Vehicle Mileage	Current IRS Standard Mileage Rate
ATV / Snowmobile	$125.00/day
UTV	$250.00/day
Flow Tote	$125.00/day

Reproduction

Black & White Plots	$5.50/sheet
Mylar Plots	$19.00/sheet
Color Plots	$30.00/sheet
Photocopies	$0.25/page

Miscellaneous

10% will be added to all direct expenses, including FedEx, special delivery and courier charges, special consultants, subcontractors, laboratory tests, airfare, lodging, meals, car rental, telephone, outside printing expense, etc. **Interest of 1.5% per month will be charged for invoices past 30 days.**

Published 12/3/2024

ATTACHMENT B

SGM Fee Estimate Breakdown

TOWN OF GRANBY - NSA WTP - SGM FEE ESTIMATE BREAKDOWN FOR CONSTRUCTION-RELATED PHASES (EXCLUDES PHASE 09I)

Phase	Task	Task Names & Sub-Task Descriptions	Principal	Proj Mgr	Lead Proj Engineer	Process Engineer	Struct Engineer	Struct Engineer	Mech Engineer	Mech Engineer	Mech Engineer	Cx Engineer	Elec Engineer	Civil Engineer	Civil Designer	Principal Surveyor	Survey Tech III	Field Crew (2-Man)	Sen. Env. Scientist	Admin	LABOR HOURS	Labor Cost	Expenses	TOTAL FEES
			Engr	Sen Eng I	Sen Eng I	Eng II	Sen Eng II	Sen Eng I	Sen Eng II	Engr. IV	Engr. II	SE I	SE I	Prin Eng	Senior CADD									
			W. Swanson	*A. Kordick*	*J. Kattnig*	*E. Coe/ K. Lindberg*	*J. Partch*	*M. Nastal*	*B.Carpenter*	*I. Barrentes*	*P. Gorra*	*T. Haschke*	*A. Haymes*	*D. Kotz*	*K. Martinez*	*Brndbrry.*	*M. Winkley*	*Varies*	*A. Antipas*	*Varies*				
		Rate (2025 for Early Work)	$213	$199	$199	$140	$218	$199	$218	$180	$140	$199	$219	$213	$166	$169	$132	$238	$180	$82				
		Rate (2026, Estimated and used for Balance of Project phases - assumes 4% inf.)	$221	$207	$207	$146	$227	$207	$227	$187	$146	$207	$228	$221	$173	$176	$137	$248	$187	$86				
		Rate (2027, Estimated and used for Phases Clearly in 2027 Only - assumes 4% inf.)	$230	$215	$215	$151	$236	$215	$236	$195	$151	$215	$237	$230	$180	$183	$143	$257	$195	$100				
21		Project Management - Early Work																						
		Prepare CPS scope, fee, schedule and contract	18	2				1	1				1	1							24	$5,071		$5,071
		Project coordination videoconferences with Town OSR - 30 minutes per week		19	3																22	$4,475		$4,475
		Project status videoconferences with Town Manager - 30 minutes, once per month	3	6																	9	$1,832		$1,832
		Manage subconsultants, subcontracts, etc	1	12																	13	$2,601		$2,601
		Monthly progress reporting and invoicing - engineering contract	8	20																	28	$5,680		$5,680
		Coordinate with the Town on all project management issues	2	16										4							22	$4,458		$4,458
		Engr team internal coordination	2	28	6	3	3	6	6				3	6	3					3	67	$13,074		$13,074
		Coordinate with the Contractor on project mgmt items	2	6																	8	$1,619		$1,619
		Prepare and present at up to 2 Town Board meetings (1 videoconference + 1 in-person)	2	17	2																21	$4,107	$200	$4,307
		Geotechnical and materials testing services contract management	2	8				2						2							12	$2,442		$2,442
		CDS FY26 application support	3	8																	11	$2,230		$2,230
		Phase Sub-total	43	138	11	3	3	9	7	0	0	0	4	13	3	0	0	0	0	3	237	$47,588	$200	$47,788
21A		Project Management - Balance of Project																						
		Create and coordinate on change order to SGM CPS scope, fee, schedule and contract	2	6																	8	$1,684		$1,684
		Project coordination videoconferences with Town OSR - 30 minutes per week	3	71	16																90	$18,761		$18,761
		Project status videoconferences with Town Manager - 30 minutes, once per month	6	17																	23	$4,741		$4,741
		Manage subconsultants, subcontracts, etc	3	44	3								24								74	$15,854		$15,854
		Monthly progress reporting and invoicing - engineering contract	12	58																	70	$14,552		$14,552
		Coordinate with the Town on all project management issues	8	46										12							66	$13,940		$13,940
		Engr team internal coordination	6	100	32	4	2	16	16				6	16	6	1	2				207	$42,939		$42,939
		Coordinate with the Contractor on project mgmt items	4	22																	26	$5,437		$5,437
		Prepare and present at up to 6 Town Board meetings (3 videoconference + 3 in-person)	8	50	12																70	$14,496	$600	$15,096
		Geotechnical and materials testing services contract management	2	20				6						6							34	$7,149		$7,149
		Phase Sub-total	54	433	63	4	2	22	16	0	0	0	30	34	6	1	2	0	0	0	667	$139,562	$600	$140,162
22		Permitting - Early Work																						
	01	CDPHE Potable Water Construction Approval - design changes, coordination	4	16	20																40	$8,014		$8,014
	02	Building Permit - compile and submit permit set; address RFIs; coordination	2	16	4			8													30	$5,997		$5,997
	03	Wetlands Permit - no work anticipated this phase																			0	$0		$0
	04	CDPHE Environmental Clearance - coord. as req'd to acquire clearance on a timely bas	2	4															2		8	$1,581		$1,581
	05	Misc. Assistance to Contractor, as needed, for other permits/approvals	2	6	3																11	$2,218		$2,218
		Phase Sub-total	10	42	27	0	0	8	0	0	0	0	0	0	0	0	0	0	2	0	89	$17,808	$0	$17,808
22A		Permitting - Balance of Project																						
	01	CDPHE Potable Water Construction Approval - design changes, certification, coordinati	3	12	12																27	$5,630		$5,630
	02	Building Permit - coordinate with building official; provide certification at end		4				8													12	$2,484		$2,484
	03	Wetlands Permit - coord. wall parties on permit requirements; submit closeout docs		2															16		18	$3,409		$3,409
		Phase Sub-total	3	18	12	0	0	8	0	0	0	0	0	0	0	0	0	0	16	0	57	$11,523	$0	$11,523
23		Construction Initiation Support																						
	01	Prepare conformed construction documents	6	16	12	6		4	2	2			2								52	$9,997		$9,997
	02	Assist with construction contract execution process, incl. review bonds/insurance	1	10																	11	$2,203		$2,203
	03	WesTech equipment procurement coordination	8	8	8																24	$4,884		$4,884
	04	Initial CO/WCD for minor changes needed since the bid set (beyond addenda)	3	8	8																19	$3,822		$3,822
	05	Value Engineering - evaluate up to 12 Contractor change proposals	2	40	24	4		4	4				4	8							90	$17,965	$200	$18,165
	06	Initial Contractor Schedules evaluation and coordination	1	12	3																16	$3,198		$3,198
	07	Survey control for site - plan, coordinate, and set control		2										1		4	8	12			27	$5,199	$200	$5,399
	08	Primary Change Order - develop, coordinate, execute	1	12																	13	$2,601		$2,601
	09	Pre-Construction Meeting & NTP - plan, lead, and followup	8	16	8																32	$6,476	$200	$6,676
	10	Prep Town On-Site Representative for Construction - comms protocol, forms, filing, etc	1	8				4						4							17	$3,451		$3,451
		Phase Sub-total	31	132	63	12	0	12	6	2	0	0	6	13	0	4	8	12	0	0	301	$59,793	$600	$60,393
24		SRF Loan Administration - Early Work																						
	01	Loan acquisition and initial setup/administration support	16	20																	36	$7,380		$7,380
	02	Davis-Bacon wage support	1	6																18	25	$3,063		$3,063
	03	AIS support	1	6																	7	$1,407		$1,407
	04	General support	1	6																	7	$1,407		$1,407
		Phase Sub-total	19	38	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	18	75	$13,256	$0	$13,256
24A		SRF Loan Administration - Balance of Project																						
	01	Loan acquisition support																			0	$0		$0
	02	Davis-Bacon wage support	2	11																66	79	$9,033		$9,033
	03	AIS support	2	22																	24	$4,995		$4,995
	04	General support	2	22																	24	$4,995		$4,995
		Phase Sub-total	6	55	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	66	127	$19,024	$0	$19,024
25		DOLA Grant Administration																						
		Review loan agreement and support Town staff as needed w/meeting its requirements	3	6																	9	$1,832		$1,832
		Phase Sub-total	3	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9	$1,832	$0	$1,832
26		Construction Mgmt. & Contract Admin. - Early Work																						
	01	Attend monthly on-site progress meetings (Prin Engr + PM in person); 6 during Early	39	45																	84	$17,243	$1,100	$18,343
	02	Participate in 26 wkly coord. mtgs. Lead PE by video, PM 1/mo. in person w/rest remote	6	65	13			6						12							102	$20,529		$20,529
	03	Review and process monthly pay applications, certified payroll (6)	2	15	2			2						2							23	$4,631		$4,631
	04	Review and address RFIs	12	60	60		12	100						40						32	315	$60,252		$60,252
	05	Review and address proposed change order requests	4	40	24	24	4	16		300				8	12						432	$78,694		$78,694
	06	Work with Contractor and Town on misc clarifications and interpretations	6	26	6			6						6							50	$10,108		$10,108
	07	Render formal written decisions on submitted issues	3	13	3			3						3							25	$5,054		$5,054
	08	Reject non-compliant work and issue formal documentation	2	4	2		2	8						8							26	$5,347	$600	$5,947
	09	Review and process, general submittals, shop drawings, schedules, etc.	4	120	60	60	8	64						12						60	408	$70,420		$70,420
	10	Review geotechnical, materials testing and special inspection test reports		2				8						4							14	$2,840		$2,840

Phase	Task	Task Names & Sub-Task Descriptions	Principal	Proj Mgr	Lead Proj Engineer	Process Engineer	Struct Engineer	Struct Engineer	Mech Engineer	Mech Engineer	Mech Engineer	Cx Engineer	Elec Engineer	Civil Engineer	Civil Designer	Principal Surveyor	Survey Tech III	Field Crew (2-Man)	Sen. Env. Scientist	Admin	LABOR	Labor	Expenses	TOTAL
			Engr	Sen Eng I	Sen Eng I	Eng II	Sen Eng II	Sen Eng I	Sen Eng II	Engr. IV	Engr. II	SE I	SE I	Prin Eng	Senior CADD						HOURS	Cost		FEES
			W. Swanson	A. Kordick	J. Kalting	E. Coel	J. Partch	M. Nastal	B.Carpenter	I. Barrentes	P. Gorra	T. Haschke	A. Haymes	D. Kotz	K. Martinez	Brndbrry.	M. Winkley	Varies	A. Antipas	Varies				
		Rate (2025 for Early Work)	$213	$199	$199	$140	$218	$199	$218	$180	$140	$199	$219	$213	$166	$169	$132	$238	$180	$92				
		Rate (2026, Estimated and used for Balance of Project phases - assumes 4% inf.)	$221	$207	$207	$146	$227	$207	$227	$187	$146	$207	$228	$221	$173	$176	$137	$248	$187	$96				
		Rate (2027, Estimated and used for Phases Clearly in 2027 Only - assumes 4% inf.)	$230	$215	$215	$151	$236	$215	$236	$195	$151	$215	$237	$230	$180	$183	$143	$257	$195	$100				
	11	Review Town OSR's construction photos and daily reports	2	19	2			4						4							31	$6,349		$6,349
		Phase Sub-total	80	409	172	104	26	217	0	300	0	0	0	99	12	0	0	0	0	92	1,511	$281,467	$1,700	$283,167
26A		Construction Mgmt. & Contract Admin. - Balance of Project																						
	01	Attend monthly on-site progress meetings (Prin Engr + PM in person): 20	130	150																	280	$59,774	$3,700	$63,474
	02	Participate in 86 wkly coord. mtgs. Lead PE by video, PM 1/mo. in person w/rest remote	22	238	48			12	12	5		3		6							346	$72,094		$72,094
	03	Review and process monthly pay applications, certified payroll (22)	6	55	6			2	2					2							73	$15,260		$15,260
	04	Review and address RFIs	16	110	138		16	220	55	22			20	55	24					88	764	$149,777		$149,777
	05	Review and address proposed change order requests	8	80	80	40	8	24	16	8			16	8	12						298	$59,640		$59,640
	06	Work with Contractor and Town on misc clarifications and interpretations	8	87	16			8	8	4			4	12							147	$30,783		$30,783
	07	Render formal written decisions on submitted issues	2	24	4			2	2	2			2	4							42	$8,818		$8,818
	08	Reject non-compliant work and issue formal documentation	4	16	8		2	8	4	2			2	4							50	$10,581	$800	$11,381
	09	Review and process, general submittals, shop drawings, schedules, etc.	12	200	300	80	12	180	120	60			60	20						120	1,164	$225,753		$225,753
	10	Review geotechnical, materials testing and special inspection test reports		8			4	16						16							44	$9,410		$9,410
	11	Review Town OSR's construction photos and daily reports	2	65	12			6	4	2			2	4							97	$20,230		$20,230
	12	Review O&M manuals		24	40	80		8	12	12		20	12	4							212	$39,271		$39,271
		Phase Sub-total	210	1,057	651	200	40	486	235	117	0	23	118	135	36	0	0	0	0	208	3,516	$701,390	$4,500	$705,890
27		Field Engrng. Support by Design Team - Early Work																						
		SGM discipline engineers to conduct on-site observations of the Work as needed		8				24						24							56	$11,468	$1,400	$12,868
		Phase Sub-total	0	8	0	0	0	24	0	0	0	0	0	24	0	0	0	0	0	0	56	$11,468	$1,400	$12,868
27A		Field Engrng. Support by Design Team - Balance of Project																						
		SGM discipline engineers to conduct on-site observations of the work as needed		24	48			48	16					32							168	$35,535	$3,700	$39,235
		Phase Sub-total	0	24	48	0	0	48	16	0	0	0	0	32	0	0	0	0	0	0	168	$35,535	$3,700	$39,235
28		Plant Process Startup & Testing Support																						
	01	Support Contractor in developing start-up and testing plans	2	4	24																30	$6,486		$6,486
	02	Provide process trouble shooting assistance	2	4	20																26	$5,625		$5,625
	03	Coordinate with Town, Contractor, and equipment mfgrs		16	8																24	$5,186		$5,186
	04	Participate in field during startup and testing, collect data, trouble shoot		16	60																76	$16,358	$3,600	$19,958
		Phase Sub-total	4	40	112	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	156	$33,636	$3,600	$37,236
29		Building Systems Commissioning																						
	01	Hold commissioning kickoff meeting with Town and Contractor on-site										8									8	$1,722		$1,722
	02	Produce functional performance test plans and witness startups										40									40	$8,610	$1,000	$9,610
	03	Review balancing reports										4									4	$861		$861
	04	Produce Cx reports										20									20	$4,305		$4,305
		Phase Sub-total	0	0	0	0	0	0	0	0	0	72	0	0	0	0	0	0	0	0	72	$16,497	$1,000	$16,497
30		Project Closeout																						
	01	Conduct a Substantial Completion (SC) walkthrough and develop punchlist	1	16	10			10	10					10							57	$12,635	$400	$13,035
	02	Conduct 2 punchlist walkthroughs to reach final acceptance (FA)		16	10									4							30	$6,516	$400	$6,916
	03	Issue Notice of SC and FA		6																	6	$1,291		$1,291
	04	Coordinate lien waivers, warranties, O&M manuals, etc.	1	24	4																29	$6,257		$6,257
		Phase Sub-total	2	62	24	0	0	10	10	0	0	0	0	14	0	0	0	0	0	0	122	$26,698	$800	$27,498
31		Record Drawings																						
	01	Acquire and review as-builts from Contractor; solicit clarifications		16																	16	$3,444		$3,444
	02	Produce draft set of Record Drawings for Town review	32	60	60	80	4	20	16	12			3	6	32						325	$64,489		$64,489
	03	Make final edits and provide final record drawings and electronic files to Town	4	32	12	12	1	6	4	4			1	2	12						90	$18,307		$18,307
		Phase Sub-total	36	108	72	92	5	26	20	16	0	0	4	8	44	0	0	0	0	0	431	$86,240	$0	$86,240
		SUB-TOTAL: EARLY WORK	186	773	273	119	29	270	13	302	0	0	10	149	16	4	8	12	2	113	2,278	$ 433,211	$ 3,900	$ 437,000
		SUB-TOTAL: BALANCE OF PROJECT	315	1,786	982	296	47	600	287	133	0	95	152	223	86	1	2	0	16	274	5,315	$1,069,084	$ 14,200	$ 1,083,000
		PROJECT TOTALS	501	2,570	1,255	415	76	870	310	435	0	95	162	372	101	5	10	12	18	387	7,593	$1,502,305	$ 18,100	$ 1,520,000
			$ 110,721	$ 531,797	$ 259,729	$ 60,424	$ 17,231	$ 180,003	$ 70,283	$ 81,432	$ -	$ 19,661	$ 36,880	$ 82,190	$ 17,437		$ 1,373	$ 2,970	$ 3,370					
SUBCONSULTANTS																								
		Blythe Group - Architect - Early Work																					$8,800	$8,800
		Blythe Group - Architect - Balance of Project																					$20,900	$20,900
		Browns Hill Engineering - Electrical and I&C - Early Work																					$16,060	$16,060
		Browns Hill Engineering - Electrical and I&C - Balance of Project																					$34,210	$34,210
		Shaner Life Safety - Fire Protection Engineer																					$5,775	$5,775
																				TOTAL SUBCONSULTANTS - EARLY WORK			$25,000
																				TOTAL SUBCONSULTANTS - BALANCE OF PROJECT			$61,000
																					TOTAL SUBCONSULTANTS		$86,000
																				TOTAL ESTIMATED FEE - EARLY WORK			$462,000
																				TOTAL ESTIMATED FEE - BALANCE OF PROJECT			$1,144,000
																					TOTAL ESTIMATED FEE		$1,606,000

MEMO

To:	Mayor and Board of Trustees
From:	Derek Assmann, Finance Director
Date:	12/09/2025
Re:	SUPPLEMENTAL APPROPRIATIONS
Department	Finance
Time of Agenda Item	8:15 PM
Agenda Request No.	12

Subject

RESOLUTION 2025-12-09D - A RESOLUTION APPROPRIATING ADDITIONAL SUMS OF MONEY TO DEFRAY EXPENSES IN EXCESS OF AMOUNTS BUDGETED FOR THE TOWN OF GRANBY, COLORADO FOR THE 2025 BUDGET YEAR IN THE GENERAL FUND, SOUTH SERVICE AREA SEWER ENTERPRISE FUND, FLEET ENTERPRISE FUND, AND SHORT-TERM RENTAL FUND. / FINANCE DIRECTOR
8:15 PM

Summary

The Town of Granby had supplemental appropriation items that occurred in four different funds throughout the 2025 fiscal year. Below is a brief explanation of those items.

General Fund

Revenues

1. Sales Tax projections increased compared to the original budget due to the year-to-date trends that the Town is experiencing compared to 2024. The overall increase is $445,000, and we are on pace to reach this goal if the remainder of the year holds steady.
2. Dola Grant Main St. Projects, Granby Connect revenue, Police Contract Income, and Sale of Fixed Assets were not originally budgeted for and adds an additional $107,000 towards our bottom-line revenues.
3. Miscellaneous Revenue of $585,000 is related to the bond proceeds the Town would receive from Granby Ranch if this occurs before the end of the fiscal year.
4. Insurance Refund Cigna of 31,000 is almost doubled from what we originally anticipated.

Expenses

1. Legislative Department -- With the approval from the board during the April 8, 2025 meeting, an additional $760,000 was transferred to the North Service Area Water Treatment Plant to help with the overall cost of the plant.
2. Community Development Department (F.K.A. Planning) -- Consultants / Engineering expenses increased by $125,000 due to outsourcing of experts for building and planning projects. Keeping the long-term goals in mind, the Town decided to move forward with creating our own Community Development department and recently hired Carin Aichele to lead the charge. Since this department is new, Software/Hardware programs need to be utilized in order for the department to become functional. An additional $11,000 needed to be added to the budget to cover all Software/Hardware expenses.
3. Municipal Court Department -- Legal expenses needed to be adjusted by $7,500 due to an increased amount of cost for court cases that were not anticipated.
4. Programs, Projects, & Facilities Department -- This department had the highest amount of supplemental appropriations that were from two new programs. The first program is Granby Connect and all associated expenses with this program is $101,000. This includes the all program expenses and cost of drivers. The second program is Nuche Village. The General Fund made a transfer of $5M to the Short-Term Rental Fund that was approved by the Board on June 10, 2025. This transfer helped with the construction cost for Phase 1. At this time, the Town will need to make an additional transfer of $3.1M to help alleviate the STR Fund deficit. The total transfer amount in 2025 from the General Fund to the STR Fund is $8.1M. The last item is for the Granby Pit Crushing. $200,000 was originally budgeted in FY2024, but only $150,000 was utilized in that fiscal year. The remaining $50,000 was utilized at the beginning of 2025 and was not originally budgeted for.

South Service Area Sewer

Expenses

1. The SSA Sewer Fund needed to make an increase of $110,000 to help cover the expenses related to the Sewer Mains. The addition

to the budget is to help cover the early design work that will be done by SGM.

Fleet Enterprise Fund

Expenses

1. Police -- Purchase and outfitting of two new police cruisers. Originally, these were budgeted for FY2024. However, invoicing was not received until May 2025. The total expense for the two new cruisers was $120,000.
2. Streets -- Purchase of a new Chevy 1500 that is utilized by the Public Works Manager. The total expense for the new truck was $70,000.
3. Programs, Projects, & Facilities -- Purchase of a new van for the Granby Connect program. This purchase was needed in order for the program to become fully operational. A trial was done with the Recreation Departments bus, Coolio, but the Town needed a vehicle that was ADA accessible for all residents and tourists. This expense total was $85,700.

Short-Term Rental Fund

Revenues

1. The Division of Housing Grant, Nuche Village Home Sales, and Transfers for the 2025 fiscal year were not originally planned. With the construction of Phase 1 for Nuche Village, multiple resources were utilized to help alleviate the construction expenses. Because this is a large project and construction timelines can be hard to predict at times, home sales were not originally budgeted for in the event no homes were sold in 2025. With construction nearly complete for 2025, the Town anticipates selling units before the end of the fiscal year. Grants from the Division of Housing have been received and the Town still has funds to receive before the end of the year. Staff is actively working hard to ensure we receive the remaining $2M. The final piece was the transfer of $8.1M from the General Fund. The STR Fund will be reimbursing the General Fund over the course of 2026 to replenish the reserves.

Expenses

1. Nuche Village Contractors, Affordable Housing, Housing Initiatives, and C.O. Imp A.H. Infrastructure were all increased by a total of $15.710M to account for the total cost of Phase 1 for Nuche Village.

Financial
Please review the summary section for financials.

Recommendation
Finance Director, Derek Assmann, recommends approving the FY2025 Supplemental Appropriations.

Attachments

T.O.G. - S.A. Worksheet
T.O.G. - S.A. Resolution

General Fund Supplemental Appropriations

General Fund Revenues

GL Account #	GL Account Name	FY2025 Budget	S.A. Change Amount	Amended Budget
01-0000-3131	SALES TAX	$ 5,875,000	$ 445,000	$ 6,320,000
01-0000-3338	DOLA GRANT MAIN ST PROJECTS	$ -	$ 25,000	$ 25,000
01-0000-3505	GRANBY CONNECT REVENUE	$ -	$ 7,500	$ 7,500
01-0000-3512	POLICE CONTRACT INCOME	$ -	$ 51,000.00	$ 51,000.00
01-0000-3600	MISCELLANEOUS REVENUE	$ 5,000.00	$ 585,000.00	$ 590,000.00
01-0000-3608	INSURANCE REFUND CIGNA	$ 40,000.00	$ 31,000.00	$ 71,000.00
01-0000-3910	SALE OF FIXED ASSETS	$ -	$ 23,546	$ 23,546
All Other	All other Revenues	$ 3,795,677	$ -	$ 3,795,677
G.F. Total		**$ 9,715,677**	**$ 1,168,046**	**$ 10,883,723**

General Fund Expenses

GL Account #	GL Account Name	FY2025 Budget	S.A. Change Amount	Amended Budget
01-0411-7500	TRANSFERS	$ 1,500,000	$ 760,000	$ 2,260,000
-	All Other Legislative Department	$ 499,510	$ -	$ 499,510
Legislative Department Total		**$ 1,999,510**	**$ 760,000**	**$ 2,759,510**

F.K.A. Planning

GL Account #	GL Account Name	FY2025 Budget	S.A. Change Amount	Amended Budget
01-0419-1920	PLANNING CONSULTANTS/ENG	$ 35,000	$ 115,000	$ 150,000
01-0419-2112	SOFTWARE/HARDWARE R&M	$ 9,000	$ 11,000	$ 20,000
01-0419-3550	ENGINEERING	$ 2,000	$ 10,000	$ 12,000
-	All Other Community Development Department	$ 142,630	$ -	$ 142,630
Community Development Department Total		**$ 188,630**	**$ 136,000**	**$ 324,630**

GL Account #	GL Account Name	FY2025 Budget	S.A. Change Amount	Amended Budget
01-0425-3520	LEGAL	$ 2,500	$ 7,500	$ 10,000
-	All Other Community Development Department	$ 46,437	$ -	$ 46,437
Municipal Court Department Total		**$ 48,937**	**$ 7,500**	**$ 56,437**

GL Account #	GL Account Name	FY2025 Budget	S.A. Change Amount	Amended Budget
01-0475-1115	GRANBY CONNECT SALARIES	$ -	$ 70,000	$ 70,000
01-0475-1125	GRANBY CONNECT OVERTIME	$ -	$ 600	$ 600
01-0475-1440	FRINGE BENEFIT FICA	$ -	$ 4,500	$ 4,500
01-0475-1441	FRINGE BENEFIT MEDICARE	$ -	$ 1,100	$ 1,100
01-0475-4908	Granby Pit Crushing	$ -	$ 50,000	$ 50,000
01-0475-7050	GRANBY CONNECT PROGRAM EXPENSE	$ -	$ 25,000	$ 25,000
01-0475-7500	AFFORDABLE HOUSING-TRANSFEROUT	$ -	$ 8,100,000	$ 8,100,000
-	All Other	$ 1,231,435	$ -	$ 1,231,435
PROGRAMS, PROJECTS, & FACILITIES Department Total		**$ 1,231,435**	**$ 8,251,200**	**$ 9,482,635**

General Fund Departments with no Supplemental Appropriations				
ADMIN/FINANCE	NO S.A. CHANGES	$ 1,283,880	$ -	$ 1,283,880
PUBLIC SAFETY	NO S.A. CHANGES	$ 2,285,271	$ -	$ 2,285,271
CODE ENFORCEMENT	NO S.A. CHANGES	$ 140,755	$ -	$ 140,755
STREETS	NO S.A. CHANGES	$ 1,152,940	$ -	$ 1,152,940
RECREATION	NO S.A. CHANGES	$ 752,353	$ -	$ 752,353
PARKS	NO S.A. CHANGES	$ 475,745	$ -	$ 475,745
ECONOMIC DEVELOPMENT	NO S.A. CHANGES	$ 699,500	$ -	$ 699,500
Total General Fund Departments with no Supplemental Appropriations		**$ 6,790,444**	**$ -**	**$ 6,790,444**

Total General Fund Revenues	$ 9,715,677	$ 1,168,046	$ 10,883,723
Total General Fund Expenses	$ (10,258,956)	$ (9,154,700)	$ (19,413,656)
Total General Fund Total	**$ (543,279)**	**$ (7,986,654)**	**$ (8,529,933)**

SSA Sewer Revenues

GL Account #	GL Account Name	FY2025 Budget	S.A. Change Amount	Amended Budget
-	All other Revenues	**1,613,500**	$ -	**$ 1,613,500**

SSA Sewer Expenses

GL Account #	GL Account Name	FY2025 Budget	S.A. Change Amount	Amended Budget
06-0600-9341	C.O. SEWER MAINS	$ 20,000	$ 110,000	$ 130,000
-	All Other	$ 1,252,548	$ -	$ 1,252,548
South Service Area Sewer Total		**$ 1,272,548**	**$ 110,000**	**$ 1,382,548**
South Service Area Revenue over Expenses		**$ 340,952**	**$ -**	**$ 230,952**

Fleet Enterprise Fund Revenues

GL Account #	GL Account Name	FY2025 Budget	S.A. Change Amount	Amended Budget
-	All other Revenues	**318,525**	$ -	**$ 318,525**

Fleet Enterprise Fund Expenses

GL Account #	GL Account Name	FY2025 Budget	S.A. Change Amount	Amended Budget
11-0421-9410	CAPITAL OUTLAY EQ - POLICE	$ -	$ 120,000	$ 120,000
11-0431-9410	CAPITAL OUTLAY EQ STREETS	$ -	$ 70,000	$ 70,000
11-0475-9410	CAPITAL OUTLAY EQ PROGRAMS	$ -	$ 85,700	$ 85,700
-	All Other	$ 130,000	$ -	$ 130,000
FLEET ENTERPRISE FUND Total		**$ 130,000**	**$ 275,700**	**$ 405,700**
Fleet Enterprise Fund Revenue over Expenses		**$ 188,525**	**$ -**	**$ (87,175)**

Short-Term Rental Fund Revenues

GL Account #	GL Account Name	FY2025 Budget	S.A. Change Amount	Amended Budget
12-0000-3354	Division of Housing Grant	$ -	$ 2,775,000	$ 2,775,000
12-0000-3660	NUCHE VILLAGE HOME SALES	$ -	$ 5,000,000	$ 5,000,000
12-0000-3700	TRANSFERS FROM OTHER FUNDS	$ -	$ 8,100,000	$ 8,100,000
-	All Other	$ 883,000.00	$ -	$ 883,000.00
SHORT-TERM RENTAL FUND Total		**$ 883,000**	**$ 15,875,000**	**$ 16,758,000**

Short-Term Rental Fund Expenses

GL Account #	GL Account Name	FY2025 Budget	S.A. Change Amount	Amended Budget
12-0475-1923	NUCHE VILLAGE CONTRACTORS	$ 20,000	$ 1,180,000	$ 1,200,000
12-0475-7500	AFFORDABLE HOUSING	$ -	$ 12,100,000	$ 12,100,000
12-0475-8350	HOUSING INITIATIVES	$ 300,000	$ 800,000	$ 1,100,000
12-0475-9365	C.O. Imp A.H. Infrastructure	$ 870,000	$ 1,630,000	$ 2,500,000
SHORT-TERM RENTAL FUND Total		**$ 1,190,000**	**$ 15,710,000**	**$ 16,900,000**
Short-Term Rental Fund Revenue over Expenses		**$ (307,000)**	**$ -**	**$ (142,000)**

TOWN OF GRANBY
RESOLUTION 2025-12-09D

A RESOLUTION APPROPRIATING ADDITIONAL SUMS OF MONEY TO DEFRAY EXPENSES IN EXCESS OF AMOUNTS BUDGETED FOR THE TOWN OF GRANBY, COLORADO FOR THE 2025 BUDGET YEAR IN THE GENERAL FUND, SOUTH SERVICE AREA SEWER ENTERPRISE FUND, FLEET ENTERPRISE FUND, AND SHORT-TERM RENTAL FUND.

WHEREAS, the Town of Granby adopted a budget for the 2025 calendar year; and

WHEREAS, the Finance Director duly noticed in the Middle Park Times that a public hearing would be held on September 9th, 2025, and continued to December 9th, 2025, and a copy of the Resolution was available for inspection at the Granby Town Hall, Zero Jasper Avenue, and same submitted to the Board of Trustees prior to the public hearing; and

WHEREAS, the attached exhibit shows numerous changes to the General, South Service Area Sewer, Fleet Enterprise, and Shor-Term Rental Funds with supplemental appropriation needed as expenditures and transfers will be in excess of the original budget; and

WHEREAS, Grant revenues, sale of fixed assets, and/or reserves are being used to cover additional expenses in the General, South Service Area Sewer, Fleet Enterprise, and Short-Term Rental Fund per the attached worksheet exhibit for those funds; and

WHEREAS, these contingencies were not reasonably foreseen at the time of adoption of the budget.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRANBY, COLORADO:

Section 1. That the 2025 appropriation of expenditures for the General Fund is hereby increased from $10,258,956 to $19,413,656 for the purposes of transfers, consultants, engineering, software/hardware, legal, Granby Connect expenses and pit crushing and associated costs as shown in detail on the attached exhibit.

Section 2. That the additional sum of $9,154,700 is hereby appropriated from additional revenues and unappropriated reserves as shown more specifically in the attached exhibit.

Section 3. That the 2025 appropriation of expenditures for the South Service Area Sewer Fund is hereby increased from $1,272,548 to $1,382,548 for the purposes as shown in detail on the attached exhibit.

Section 4. That the additional sum of $110,000 is hereby appropriated from additional revenues as shown more specifically in the attached exhibit.

Section 5. That the 2025 appropriation of expenditures for the Fleet Enterprise Fund is hereby increased from $130,000 to $405,700 and is shown in detail on the attached exhibit.

Section 6. That the additional sum of $275,700 is hereby appropriated from additional revenue and unappropriated reserves as shown more specifically in the attached exhibit.

Section 7. That the 2025 appropriation of expenditures for the Short-Term Rental Fund is hereby increased from $1,190,000 to $16,900,000 for the construction of Nuche Village – Phase 1.

Section 8. That the additional sum of $15,710,000 is hereby appropriated from grants, transfers, and unappropriated reserves as shown more specifically in the attached exhibit.

DULY MOVED, SECONDED, AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRANBY, COLORADO THIS 09th DAY OF DECEMBER, 2025.

TOWN OF GRANBY

Votes approving _____
Votes opposed _____
Absent _____
Abstained _____

ATTEST:

_____ _____

Cody Mullinex
Town Clerk

Joshua P. Hardy
Mayor

MEMO

To:	Mayor and Board of Trustees
From:	Cody Mullinex, Town Clerk
Date:	12/09/2025
Re:	CONSENT AGENDA
Department	Administration
Time of Agenda Item	
Agenda Request No.	

Subject
ACCOUNTS PAYABLE - DECEMBER 9, 2025
MINUTES - NOVEMBER 18, 2025

Summary
SEE ATTACHED

Financial
SEE ATTACHED

Recommendation
STAFF RECOMMENDS APPROVAL OF THE CONSENT AGENDA

Attachments

Accounts Payable
MINUTES

ACCOUNTS PAYABLE - December 9, 2025

PAYEE	ACCOUNT NO.		DESCRIPTION
ADMINISTRATIVE/PLANNING			
Column Software	01-0415-3370	391.57	Budget & Other Ordinances
Column Software	01-0000-1213	30.48	A/R Reclamation Ridge CUP
Column Software	50-0500-4902	104.81	GE GID Ordinances
Ehlers	50-0500-3520	1,000.00	GE GID Refunding Series 2020
Executech	01-0415-1921	1,053.36	Computer Consultant
Marlin Business Bank	01-0415-6505	307.49	Admin Copier Lease
Peak Performance Copier	01-0415-3630	301.77	Admin Copy Charges
Peak Performance Copier	01-0419-2110	33.33	Plat Copy Charges
Quadiant Leasing	01-0415-6506	451.68	Postage Machine Lease
Quill	01-0415-2110	59.88	Admin Office Supplies
WCI of Granby	01-0415-3950	80.63	Trash Removal
ADMINISTRATIVE SUB-TOTAL		**3,815.00**	
ECONOMIC DEVELOPMENT			
Destination Granby	01-0465-7500	12,675.23	Downtown Holiday Lighting
ECONOMIC DEVELOPMENT SUB-TOTAL		**12,675.23**	
LEGISLATIVE			
Executech	01-0411-1921	1,219.68	Computer Consultant
Granby Transfer Station	01-0411-4903	40.00	Town Hall Recycle
Grand Resource & Recycle Coa	01-0411-4904	400.00	Monthly Donation
Petty Cash	01-0411-3812	60.22	BOT Coffee
WCI of Granby	01-0411-3950	15.26	Trash Removal
LEGISLATIVE SUB-TOTAL		**1,735.16**	
PARKS			
Alpine Lumber/Builders FirstSou	01-0452-3660	46.59	R&M Parks
Executech	01-0452-1921	166.32	Computer Consultant
Grand County Accounting	01-0452-2310	102.86	November Fuel
Harmonic Custom Graphics & F	03-0452-9500	6,234.50	Kaibab Wooden Kiosks
Napa Auto Parts	01-0452-3620	51.18	R&M Parks Equipment
PARKS SUB-TOTAL		**6,601.45**	
POLICE/COURT			
Alpine Lumber/Builders FirstSou	01-0421-2150	11.53	Ammunition & Range Supplies
Amazon Business	01-0421-2110	51.41	PD Office Supplies
Carlson & Carlson	01-0425-4121	900.00	Municipal Court Judge Salary
Century Link	01-0421-3450	81.84	Red Landline
Executech	01-0421-1921	1,607.76	Computer Consultant
Faronics	01-0425-2112	60.00	Deep Freeze Software
Grand County Accounting	01-0421-2310	1,584.49	November Fuel
Leads Online	01-0421-2112	3,762.54	Night Watch Software
Life Med Safety	01-0421-3630	279.00	Pediatric AED Pads
Mile High Shooting Accessories	01-0421-2150	871.78	Ammunition
Mountain Family Center	01-0000-2081	700.00	Samaritan Fund Assistance
Napa Auto Parts	01-0421-3620	13.99	R&M Police Vehicle
Petty Cash	01-0421-3110	21.00	Postage
Petty Cash	01-0421-3810	26.00	Training Meal Reimbursement
Petty Cash	01-0421-3110	8.80	Postage
Quill	01-0421-2110	47.84	PD Office Supplies
Rocky Mountain Collision	01-0421-3620	430.41	R&M Police Vehicle
Sirchie	01-0421-2329	128.20	Plaster Casting
WCI of Granby	01-0421-3950	29.97	Trash Removal
Xfinity	01-0421-3660	12.00	Gym Cable
POLICE SUB-TOTAL		**10,628.56**	

PROGRAMS, PROJECTS & FACILITIES			
Altitude Community Law P.C.	12-0475-1923	86.00	Nuche Village Finalize CIC Formation
Big Valley Construction	12-0475-1923	54,259.69	Nuche Village - 29 Washer/Dryer & Set-up
Big Valley Construction	12-0475-7500	148,058.00	Nuche Village Final Pay Application
Chase Escapes	01-0475-1921	157.50	Depot Janitorial Services
Chase Escapes	01-0475-1922	967.50	Community Center Janitorial Services
Chase Escapes	01-0475-1923	1,035.00	Town Hall Janitorial Services
Comcast Business	01-0475-3662	149.94	Community Center Internet
CTL Thompson	12-0475-1923	16,357.50	Nuche Village Material Testing
CTL Thompson	12-0475-1923	827.50	Nuche Village Soils & Foundation Investigation
Downtowner	01-0475-7050	1,242.00	Granby Connect Software - December
Edge Internet Services Inc	01-0475-3661	60.00	Depot Internet
Executech	01-0475-2114	1,118.85	Managed Security
Grand County Accounting	01-0475-7050	850.05	Granby Connect November Fuel
Grand Foundation	01-0475-7005	5,000.00	2025 Grand Places 2050 Contribution
Quill	01-0475-3662	47.84	Community Center Supplies
Richmond Summit Law LLC	12-0475-1923	2,010.00	Nuche Village Legal
Ten Mile Engineering	12-0475-1923	1,374.25	Nuche Village Engineering
Town of Granby	12-0475-8350	1,696.00	NV October Water & Hydro Seeding
Town of Winter Park	01-0475-7100	19,187.45	July 2025 Transit
WCI of Granby	01-0475-3952	130.78	Community Center Trash Removal
Xcel Energy	12-0475-1923	18,993.00	Meter & Service Line - 24 Units
PROG, PROJ, FAC SUB-TOTAL		**273,608.85**	
RECREATION			
De Lage Landen	01-0450-6505	129.84	Rec Copier Lease
Edge Internet Services Inc	01-0450-3660	60.00	Soccer Dome Internet
Executech	01-0450-1921	554.40	Computer Consultant
Grand County Accounting	01-0450-2310	364.80	November Fuel
Ken Crossman	01-0450-2331	2,529.80	Payment for Karate Classes - October
Peak Performance Copier	01-0450-3630	62.50	Rec Copy Charges
Petty Cash	01-0450-2331	5.00	Wash Basketball Jerseys
Petty Cash	01-0450-3812	50.00	Prizes for Town Holiday Party
Petty Cash	01-0450-2331	22.00	Wash Soccer Jerseys & Cheer Uniforms
Petty Cash	01-0450-2331	105.00	Friday Day Camp Christmas Shopping
WCI of Granby	01-0450-3950	4.92	Trash Removal
RECREATION SUB-TOTAL		**3,888.26**	
STREETS			
Acord Asphalt	03-0431-0360	5,760.00	Asphalt Patching by Sidewalk Mtn Family
Executech	01-0431-1921	166.32	Computer Consultant
Flintstone Gravel Pit Inc	01-0431-4520	4,590.70	Salt & Sand
Grand County Accounting	01-0431-2310	719.30	November Fuel
Napa Auto Parts	01-0431-2330	5.85	Shop Supplies
Napa Auto Parts	01-0431-2530	5.86	Street Dept Small Tools
Northwest Ranch Supply	01-0431-3660	220.60	R&M Town Shop
Petty Cash	01-0431-2110	6.17	Ziploc Bags for No Parking Notices
WCI of Granby	01-0431-3950	235.35	Trash Removal
Wear Parts & Equipment	01-0431-3620	387.09	R&M Street Equipment
STREETS SUB-TOTAL		**12,097.24**	
NSA - WATER ENTERPRISE FUND			
Colorado Analytical Lab	04-0433-2332	335.00	NSA Lab Tests
Executech	04-0433-1921	388.08	Computer Consultant
Grand County Accounting	04-0433-2310	117.93	November Fuel
Napa Auto Parts	04-0433-3815	57.30	Superintendent Expenses
PVS DX, Inc	04-0433-2210	40.00	NSA Chemicals
PVS DX, Inc	04-0433-2210	574.51	NSA Chemicals
Utility Notification Center	04-0433-4900	66.18	NSA Locates
Velocity Constructors	04-0433-9220	965,042.37	New NSA WTP
WCI of Granby	04-0433-3950	73.22	Trash Removal
Zirkel	04-0433-3450	59.95	NSA Internet
NSA - WATER SUB-TOTAL		**966,754.54**	

SSA - WATER/SEWER ENTERPRISE FUND			
Big Valley Construction	05-0000-2032	2,100.00	Returning NV Meter/Hydrant Deposit
Colorado Analytical Lab	05-0500-2332	27.00	SSA Lab Tests
Colorado Analytical Lab	05-0500-2332	624.00	SSA Lab Tests
Core & Main	05-0500-4441	7,777.19	SSA Meters
Douglas Clark	98-0000-1175	1,121.31	Refund Credit on Water Acct - Selling Property
Executech	05-0500-1921	221.76	Computer Consultant
Executech	06-0600-1921	166.32	Computer Consultant
Grand County Accounting	05-0500-2310	293.30	November Fuel
Grand County Accounting	06-0600-2310	293.29	November Fuel
McDonald Farms	06-0600-3631	2,861.50	West Lift Station Repairs
McDonald Farms	06-0600-3631	2,291.50	West Lift Station Repairs
Napa Auto Parts	05-0500-2530	57.30	Superintendent Expenses
Napa Auto Parts	05-0500-2530	144.49	SSA Small Tools
Napa Auto Parts	06-0600-2530	144.49	SSA Small Tools
Simon Pipeline Services	06-0600-4440	4,920.00	Clean & Camera Survey Sewer Lines
Treatment Technology	05-0500-2210	3,689.80	SSA Chemicals
USA Bluebook	05-0500-4441	365.48	SSA Meters for Resale
USA Bluebook	05-0500-3665	222.13	O&M SSA Plant
Utility Notification Center	05-0500-4900	33.09	SSA Locates
Utility Notification Center	06-0600-4900	33.09	SSA Locates
WCI of Granby	05-0500-3445	73.22	Trash Removal
SSA - WATER SUB-TOTAL		**27,460.26**	
MORAINE PARK - WATER ENTERPRISE FUND			
MP - WATER SUB-TOTAL		**0.00**	
WSA- WATER ENTERPRISE FUND			
Grand County Accounting	45-0445-2310	80.06	November Fuel
Napa Auto Parts	45-0445-3815	57.29	Superintendent Expenses
Napa Auto Parts	45-0445-3620	12.99	R&M WSA Equipment
USA Bluebook	45-0445-3660	267.15	R&M WSA Plant
WW Clyde	05-0000-2032	2,100.00	Returning Meter/Hydrant Deposit
WSA- WATER SUB-TOTAL		**2,517.49**	
CONSULTANTS			
Krob Law Office	01-0425-3520	687.50	Municipal Court Legal
Krob Law Office	01-0411-3520	3,646.50	General Legal
Krob Law Office	12-0475-1923	3,745.00	Nuche Village
Krob Law Office	01-0000-1183	682.50	A/R Granby Ranch
Krob Law Office	01-0000-1216	140.00	A/R Sun Communities
Krob Law Office	01-0421-3520	122.50	Police Legal
Krob Law Office	04-0433-3520	70.00	NSA Water Legal
Krob Law Office	05-0500-3520	280.00	SSA Water Legal
Krob Law Office	50-0500-3520	70.00	GE GID Legal
CONSULTANTS SUB-TOTAL		**9,444.00**	
ALREADY PAID			
SEE ATTACHED REPORT - 1 MEETING IN NOVEMBER			
PAID ADDITIONAL INVOICES 11/19/2025 THROUGH 11/30/2025			
		183,585.92	
ALREADY PAID SUB-TOTAL		**183,585.92**	
TOTAL CHECKS PAYABLE- December 9, 2025		**$1,514,811.96**	

TC 12/4/25.

966K for NSA WTP
200K ish for BVC

VENDOR TOTALS FOR December 9, 2025 PAID OR TO BE PAID

SEE ATTACHED REPORT	1 MTG IN NOV.	**183,585.92**	**PAYMENTS 11/19/2025 - 11/30/2025**
Acord Asphalt		5,760.00	Asphalt Patching by Sidewalk Mtn Family
Alpine Lumber/Builders FirstSource		58.12	Ammunition/Range Supplies/R&M Parks
Altitude Community Law P.C.		86.00	Nuche Village Finalize CIC Formation
Amazon Business		51.41	PD Office Supplies
Big Valley Construction		204,417.69	NV - 29 Washer/Dryer & Set-up/Final Pay App
Carlson & Carlson		900.00	Municipal Court Judge Salary
Century Link		81.84	Red Landline
Chase Escapes		2,160.00	Janitorial Services
Colorado Analytical Lab		986.00	NSA & SSA Lab Tests
Column Software		526.86	Publications
Comcast Business		149.94	Community Center Internet
Core & Main		7,777.19	SSA Meters
CTL Thompson		17,185.00	NV Material Testing/Soil&Foundation Investig.
De Lage Landen		129.84	Rec Copier Lease
Destination Granby		12,675.23	Downtown Holiday Lighting
Douglas Clark		1,121.31	Refund Credit on Water Acct - Selling Property
Downtowner		1,242.00	Granby Connect Software - December
Edge Internet Services Inc		120.00	Soccer Dome & Depot Internet
Ehlers		1,000.00	GE GID Refunding Series 2020
Executech		6,662.85	Computer Consultant
Faronics		60.00	PD Deep Freeze Software
Flintstone Gravel Pit Inc		4,590.70	Salt & Sand
Granby Transfer Station		40.00	Town Hall Recycle
Grand County Accounting		4,406.08	November Fuel
Grand Foundation		5,000.00	2025 Grand Places 2050 Contribution
Grand Resource & Recycle Coalition		400.00	Monthly Donation
Harmonic Custom Graphics & Fabrication		6,234.50	Kaibab Wooden Kiosks
Ken Crossman		2,529.80	Payment for Karate Classes - October
Krob Law Office		9,444.00	Legal Consultant
Leads Online		3,762.54	PD Night Watch Software
Life Med Safety		279.00	Pediatric AED Pads
Marlin Business Bank		307.49	Admin Copier Lease
McDonald Farms		5,153.00	West Lift Station Repairs
Mile High Shooting Accessories		871.78	Ammunition
Mountain Family Center		700.00	Samaritan Fund Assistance
Napa Auto Parts		550.74	Supplies, Small Tools, Superintendent Exp.
Northwest Ranch Supply		220.60	R&M Town Shop
Peak Performance Copier		397.60	Admin, Rec & Plat Copy Charges
Petty Cash		304.19	Misc.
PVS DX, Inc		614.51	NSA Chemicals
Quadiant Leasing		451.68	Postage Machine Lease
Quill		155.56	Office Supplies
Richmond Summit Law LLC		2,010.00	Nuche Village Legal
Rocky Mountain Collision		430.41	R&M Police Vehicle
Simon Pipeline Services		4,920.00	Clean & Camera Survey Sewer Lines
Sirchie		128.20	Plaster Casting
Ten Mile Engineering		1,374.25	Nuche Village Engineering
Town of Granby		1,696.00	NV October Water & Hydro Seeding
Town of Winter Park		19,187.45	July 2025 Transit
Treatment Technology		3,689.80	SSA Chemicals
USA Bluebook		854.76	SSA Meters for Resale/R&M WSA Plant
Utility Notification Center		132.36	NSA & SSA Locates
Velocity Constructors		965,042.37	New NSA WTP
WCI of Granby		643.35	Trash Removal
Wear Parts & Equipment		387.09	R&M Street Equipment
WW Clyde		2,100.00	Returning Meter/Hydrant Deposit
Xcel Energy		18,993.00	Meter & Service Line - 24 Units
Xfinity		12.00	Gym Cable
Zirkel		59.95	NSA Internet
VENDOR TOTALS		**1,514,811.96**	Reviewed by Town Manager- TC 12/4

REPORT PREPARED BY: Lacey Roberson
BILLS PAID BY: Cindy Seader

Report Criteria:
Detail report type printed

Check Issue Date	Check Number	Name	Description	Check Amount
AFLAC				
11/26/2025	60240	AFLAC	AFLAC INSURANCE	313.08
CARIN AICHELE				
11/26/2025	60241	CARIN AICHELE	GENERAL PLANNING	2,635.00
11/26/2025	60241		NUCHE VILLAGE	63.75
CARMICHAEL REAL ESTATE COMPANY				
11/26/2025	60242	CARMICHAEL REAL ESTATE COMPANY	DOWNTOWN IMPROVEMENT GRANT	1,975.00
CENTURY LINK				
11/26/2025	60243	CENTURY LINK	11.67% Town Hall Alarms	24.53
11/26/2025	60243		61.66% Town Hall Alarms	129.60
11/26/2025	60243		22.92% Town Hall Alarms	48.17
11/26/2025	60243		3.75% Town Hall Alarms	7.90
11/26/2025	60243		POLICE ALARMS	95.86
11/26/2025	60243		street shop	159.04
11/26/2025	60243		NSA plant and alarm	92.61
11/26/2025	60243		MP 887-3439	69.16
11/26/2025	60243		SSA phones & alarm	156.65
11/26/2025	60243		SSA phones & alarm	156.64
CODE 4 COUNSELING LLC				
		CODE 4 COUNSELING LLC	PD WELLNESS CHECKS	
			PD WELLNESS CHECKS	
Multiple	59753		PD WELLNESS CHECKS	.00
Multiple	59753		PD WELLNESS CHECKS	.00
11/26/2025	60244		Wellness Checks	1,220.00
11/26/2025	60244		Wellness Checks	345.00
COMCAST				
11/26/2025	60245	COMCAST	TOWN HALL PHONES	269.28
11/26/2025	60245		TOWN HALL PHONES	219.72
11/26/2025	60245		TOWN HALL PHONES	70.71
11/26/2025	60245		TOWN HALL PHONES	13.67
EVERGREEN SERVICES TOPCO LLC				
11/26/2025	60246	EVERGREEN SERVICES TOPCO LLC	CYBER SECURITY, MS365, EXCHANGE	1,163.60
FERGUSON ENTERPRISES INC #109				
		FERGUSON ENTERPRISES INC #109	SSA SMALL TOOLS	
Multiple	59576		SSA SMALL TOOLS	.00
GRAND COUNTY RURAL HEALTH NETWORK				
		GRAND COUNTY RURAL HEALTH NETWORK	DOWNTOWN IMPROVEMENT GRANT	
Multiple	60135		DOWNTOWN IMPROVEMENT GRANT	.00
KROB LAW OFFICE LLC				
11/26/2025	60247	KROB LAW OFFICE LLC	GENERAL LEGAL	3,902.50
11/26/2025	60247		GRANBY POLICE LEGAL	105.00
11/26/2025	60247		A/R GRANBY RANCH	350.00
11/26/2025	60247		A/R SUN COMMUNITIES	157.50
11/26/2025	60247		A/R GRANBY STATION	17.50
11/26/2025	60247		A/R ALEY-400 NEW CHURCH	243.50
11/26/2025	60247		A/R EGSD - REZONE	507.50
11/26/2025	60247		SSA Water Legal	157.50
11/26/2025	60247		GE GID LEGAL	560.00
11/26/2025	60247		nUCHE VILLAGE	3,920.00
KUMAR & ASSOCIATES INC.				
11/26/2025	60248	KUMAR & ASSOCIATES INC.	NEW NSA WTP MATERIAL TESTING	3,759.40
Marlin Business Bank				
11/26/2025	60249	Marlin Business Bank	Admin Copier Lease - 1-2022	307.49

Check Issue Date	Check Number	Name	Description	Check Amount
MCMAHAN AND ASSOCIATES LLC				
11/26/2025	60250	MCMAHAN AND ASSOCIATES LLC	2024 SINGLE AUDIT-PEDESTRIAN TRAIL	7,400.00
MOUNTAIN PARKS ELECTRIC				
11/26/2025	60251	MOUNTAIN PARKS ELECTRIC	11.67% Town Hall Electricity	147.27
11/26/2025	60251		61.66% TOWN HALL ELECTRICITY	778.14
11/26/2025	60251		22.92% TOWN HALL ELECTRICITY	289.25
11/26/2025	60251		3.75% TOWN HALL ELECTRICITY	47.34
11/26/2025	60251		depot	148.00
11/26/2025	60251		community center	141.00
11/26/2025	60251		STREET SHOP	412.00
11/26/2025	60251		195 3RD STREET	52.00
11/26/2025	60251		LOG CHURCH	60.00
11/26/2025	60251		GRANBY PLAY DAYS	79.00
11/26/2025	60251		PARKing lot	41.29
11/26/2025	60251		SOCCER COMPLEX	90.10
11/26/2025	60251		PARKS	429.04
11/26/2025	60251		STREET LIGHTS	2,074.05
11/26/2025	60251		999 LAKE DRIVE	43.23
11/26/2025	60251		EAGLE CREST PUMP STATION	1,002.38
11/26/2025	60251		INDIAN MEADOWS LIFT STATION	191.05
11/26/2025	60251		NSA WATER PLANT/TANKS	4,136.17
11/26/2025	60251		MP WELLS	382.59
11/26/2025	60251		ssa Wells	670.36
11/26/2025	60251		ssa Water Treatment Plant	605.16
11/26/2025	60251		WSA - 5 ACCOUNTS	1,549.64
MUTUAL OF OMAHA				
11/26/2025	60252	MUTUAL OF OMAHA	LIFE INSURANCE	1,504.16
11/26/2025	60252		EMPLOYEE INSURANCE	642.85
11/26/2025	60252		DENTAL INSURANCE	2,138.48
11/26/2025	60252		VISION INSURANCE	308.07
NORTHWEST CO. COUNCIL OF GOVTS				
		NORTHWEST CO. COUNCIL OF GOVTS	11.67% Elevator Inspection	
			61.66% Elevator Inspection	
			22.92% Elevator Inspection	
			3.75% Elevator Inspection	
Multiple	59669		11.67% Elevator Inspection	.00
Multiple	59669		61.66% Elevator Inspection	.00
Multiple	59669		22.92% Elevator Inspection	.00
Multiple	59669		3.75% Elevator Inspection	.00
SGM				
11/26/2025	60253	SGM	A/R HIGH COUNTRY DEVELOPMENT	877.25
11/26/2025	60253		A/R GRANBY RANCH	30,009.38
11/26/2025	60253		A/R EGSD	234.00
11/26/2025	60253		FOX HOLLOW	117.00
11/26/2025	60253		A/R GRANBY STATION	234.00
11/26/2025	60253		A/R GC EMS	767.45
11/26/2025	60253		A/R SUMMIT APARTMENTS	125.00
11/26/2025	60253		U8/U6 BACKBONE SEWER	41,500.00
11/26/2025	60253		GIS SUPPORT & MAPPING	1,680.00
11/26/2025	60253		SHOREFOX MINING PERMIT	425.01
11/26/2025	60253		TOWN PROJECT MANAGEMENT	283.13
11/26/2025	60253		4TH & AGATE TRAFFIC SIGNAL	6,425.00
11/26/2025	60253		SSA ENGINEERING	159.38
11/26/2025	60253		MUNICIPAL CODE REVISIONS	3,453.14
11/26/2025	60253		POLHAMUS PARK	1,747.69
11/26/2025	60253		MEDICAL CENTER PARK N RIDE	106.25
11/26/2025	60253		MESA & US 40 PED CROSSING	11,453.30

Check Issue Date	Check Number	Name	Description	Check Amount
11/26/2025	60253		WARRANT ANALYSIS TEN MILE & HWY 40	3,988.44
11/26/2025	60253		A/R SUN COMMUNITIES	1,196.45
11/26/2025	60253		A/R SMITH CREEK	2,102.45
11/26/2025	60253		NUCHE VILLAGE	19,708.01
TEC INTEGRATION				
11/26/2025	60254	TEC INTEGRATION	ADMIN MONTHLY PHONES	140.05
11/26/2025	60254		POLICE MONTHLY PHONES	139.92
11/26/2025	60254		REC MONTHLY PHONES	34.98
11/26/2025	60254		CODE ENFORCEMENT MONTHLY PHONE	11.66
VEDERRA FACTORY LLC				
11/26/2025	60255	VEDERRA FACTORY LLC	APARTMENT/DUMPSTER & MAILBOX ENCLOSURE	7,000.00
11/26/2025	60255		CEE STREET LIGHT DESIGN	1,087.50
Grand Totals:				183,585.92

TC 12/4

Report Criteria:
Detail report type printed

BOT MEETING
MINUTES
TOWN HALL, ZERO JASPER AVENUE, GRANBY, CO
TUESDAY, NOVEMBER 18, 2025

BOARD MEMBERS PRESENT: Mayor Joshua P. Hardy, Trustees Sharon Silva, Michael Mahoney, Rebecca Quesada, Chris Michalowski, and Seth Stern.

BOARD MEMBERS ABSENT: Mayor Pro-Tem Deborah Shaw

STAFF PRESENT: Town Manager Ted Cherry, Town Attorney Scotty Krob, Interim Police Chief Andrew Sidener, Planning and Building Consultant Carin Aichele, Finance Director Derek Assmann, and Town Clerk Cody Mullinex, who recorded the meeting. Zoom was also used. Minutes are summarized.

TIME: 4:30 Dinner
5:30 BOT Meeting (GEGID, GEGID 2, and GWGID meetings followed)

BY: Mayor Joshua P. Hardy

LOCATION: Town Hall Board Room, Zero Jasper Avenue, Granby, CO

MAYOR HARDY TO CALL THE REGULAR MEETING OF THE TOWN OF GRANBY BOARD OF TRUSTEES TO ORDER AT THE TOWN HALL, ZERO JASPER AVENUE
5:30 PM
Mayor Hardy called the BOT meeting to order at 5:30 pm. Pledge of allegiance. Any conflicts of interest? None.

UNSCHEDULED PUBLIC COMMENTS - COMMENTS ARE LIMITED TO 3 MINUTES
5:30 PM
Patrick Brower gave an update to the Board on the Grand Enterprise Initiative and their activities in Granby.

Resident Daniela Gosselova spoke to the Board about the budget and weed control.

Tish Linke- Krempin gave the Board copies of the Westernaires magazine with the Granby Rodeo on the cover. She would also like to make sure that Nuche Village residents have a copy of the Code of the West.

REGULAR AGENDA ITEMS

NUCHE VILLAGE UPDATE / TOWN MANAGER
5:38 PM
Hardy introduced the topic and Cherry spoke about Nuche Village. The project partners are here to update the Board on the status of the project and answer any questions. Still working on the warranty part of the for-sale contracts to cover everyone's interests. Nothing has been sold yet but a number of homes have been "promised". The value of the 8 units spoken for is a little over $3.7 million. Lindsey Morrow can speak to the other units and open house feedback. Still in the works on Proposition 123 funding. Outstanding items: internet, HOA item was added to the agenda yesterday. Infrastructure is coming along well should be able to get through the initial acceptance. Going to ask to finish incomplete items in the Spring.

Cherry also spoke about the status of the rental side of the project. Jason and John are municipal advisors working to sort this out. Supposed to be reimbursed on the back end of the bond. Checking to see if the bonds are still viable. Still trying to figure it out…financials are scary. Everyone is actively trying to fix this. The State is still behind the project. From a renter stand

point…emails were sent out that rentals would be available in December. Even if the funding was figured out, rentals wouldn't be on the ground until April or May. Where do we stand from a total financial perspective? For sale side, pretty close to breaking even. The rental side is a different story and we are off quite a bit. Meeting with the Housing Partnership and Grand Foundation on Friday. Everyone is continuing to have conversations to unravel the finances.

Stern requested an executive session in the next 2 meeting to discuss how we got here.

Cherry responded.

Stern said he is not requesting one tonight.

Cherry asked Lindsey Morrow to give her update.

Lindsey Morrow gave the Board her update for Nuche Village. She spoke about the open house feedback and current marketing efforts. She met with Slate marketing. Updated flyers. Critical items…she needs a contract. Can't sell without a contact and can't put in the MLS. HOA documents…title company has to have all of the HOA documents for title work. They have reviewed the draft and have no issues. She is trying to get these sold going 7 months without a paycheck so she is committed.

Board and Morrow continued discussing marketing and documents still needed.

Troy Neiberger with Big Valley Construction spoke to the Board and said a proposed, draft warranty will be delivered by noon tomorrow.

Board continued to discuss the project with Morrow.

Hardy invited Neiberger to speak again.

Neiberger said by the end of the day Friday, he will have the CCR and declarations.

Silva thanked Big Valley for keeping everything clean and seeded. Her big concern is that she is finding things they should have been aware of. Is there anything that should be brought to their attention?

Board discussion with Neiberger continued.

Stern asked Cherry about parcel viewer status from the County.

Cherry responded.

Hardy asked if Vederra had anything to add?

Quesada asked if the Board could get a monthly update from everyone.

Davis from Big Valley gave more details on the construction update and radon testing. Surveying and excavation have been able to get done on the rentals overall, in a good place.

Mahoney asked about the radon testing.

Davis responded that one came back higher than recommended and will probably need to be addressed. It is in the crawlspace so should be easy to address.

Nate Peterson with Vederra spoke to the Board about their perspective on the project. Single family side is going well and wrapping up. We are pausing on the rental side to work everything out.

Board discussion with Peterson and staff continued on drywall finishing, funding, and timeline.

Cherry said that Jason from Hilltop Securities is online and provided a report of the current financials. He is available to answer questions regarding financing.

Silva asked if Jason would have more information in December?

Jason spoke to the Board regarding the bonds and CHFA loan and putting together a sufficient financing package. Trying to find solutions. Trying to keep rent affordable and strike a balance. Should have more information in the next week to come back with.

Cherry added that the bond issuance is a pretty conservative bond issuance, bonds should be paid off early and they are having creative conversations about this.

Board continued to discuss finances with Jason and Cherry.

Quesada asked Scotty Krob what the legal implications are right now?

Krob responded.

Stern asked about the Town's credit rating and loan?

Cherry responded that is doesn't look like there would be a TABOR implication with the $5 million line of credit.

Jason responded about Stern's credit rating inquiry. Rating is currently on hold.

Cherry expanded on the credit rating response.

Board discussion continued.

Hardy thanked everyone for the updates.

RESOLUTION 2025-11-18 - A RESOLUTION APPROVING GRCO LLC'S APPLICATION FOR INITIAL ACCEPTANCE OF IMPROVEMENTS FOR WRANGLERS CROSSING / TOWN ATTORNEY
6:33 PM
Hardy introduced the topic. Cherry summarized the initial acceptance request from GRCO for Wranglers Crossing Subdivision. Staff and consultants say it is good to go. GRCO and SGM are both here to answer questions.

Silva asked about deleting no. 7?

Cherry responded.

Silva asked about storm drain and swale?

Tim Gagnon, civil engineer, explained the capacity of a grass swale.

Silva continued to comment on the water capacity.

No further discussion.

Stern moved to approve to approve Resolution 2025-11-18 as presented. Silva seconded. Shaw absent. All yes. Motion passed.

BREAK AT 6:38 PM

BACK IN SESSION AT 6:46 PM

PUBLIC HEARING FOR THE FOLLOWING:

ORDINANCE TO ADOPT BUDGET
ORDINANCE NO. 1027 - AN ORDINANCE SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND, AND ADOPTING A BUDGET FOR THE TOWN OF GRANBY, COLORADO FOR THE CALENDAR YEAR BEGINNING ON THE 1ST DAY OF JANUARY, 2026, AND ENDING ON THE LAST DAY OF DECEMBER, 2026.

ORDINANCE TO APPROPRIATE SUMS OF MONEY
ORDINANCE NO. 1028 - AN ORDINANCE APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS AND SPENDING AGENCIES, IN THE AMOUNTS AND FOR THE PURPOSES AS SET FORTH BELOW, FOR THE TOWN OF GRANBY, COLORADO FOR THE 2026 BUDGET YEAR.

ORDINANCE TO SET MILL LEVY
ORDINANCE NO. 1029 - AN ORDINANCE LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2025, TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE TOWN OF GRANBY, COLORADO, FOR THE 2026 BUDGET YEAR. / FINANCE DIRECTOR
6:46 PM
Hardy introduced the agenda item and read each ordinance title.

Assmann summarized the budget and spoke about big ticket items.

Discussion continued on the following: Building permit fees, transfer in for Nuche Village, short term rental fund, 2026 revenue, capital improvement fund transfer for traffic calming studies, admin and finance expenditures, and overall budget.

Cherry gave further explanation on the salary increases for 2026.

Assmann continued, to discuss line item changes. The Planning Department is now the Community Development Department with 2 full time employees. Public safety biggest line item is the salary expense for current staff and 6 new roles.

Mahoney asked about the jump in fringe benefits? Assmann responded.

Cherry said it is really only adding 2 new positions.

Board and staff discussion continued on police department expenses.

Assmann spoke about municipal court expenses. He continued with the recreation department big line item for repairs.

Stern asked about repaving streets? Cherry and Assmann responded.

Assmann said there was no change to parks. Destination Granby has an increase.

Stern said they are no longer a chamber and Assmann will remove that language.

Stern asked about the Downtown Improvement Grant pay outs and a December 31st deadline?

Cherry said they would like to see things completed. He also said the budget process isn't saying we are going to spend the money but giving yourselves the authority to spend it.
Board and staff general fund budget discussion continued.

Board and staff discussed the capital fund revenue. Legislative expenses. Downtown planning and wayfinding. Street capital. Chip and seal in 2026.

Stern asked about bonds and revenue? Cherry responded.

Assmann continued with the budget discussion on traffic calming studies project budgeted for roughly over $2 million. The name needs to change to traffic calming. Moving to parks capital. $20k for seal coat. Parks and rec planning. Field survey. On-going planning from 2025. Programs, projects and facilities. New HVAC system at town hall. $37,000 for the RV dump station. Capital outlay improvements for Granby Trails. NSA Water Fund. Revenue for water sales.

Cherry gave more explanation on the expenses and revenues for NSA and the Board continued to discuss the topic with him.

Assmann continued. NSA expenses. He went through the NSA water fund with Ted and the water department numerous times. SSA water fund revenues were scaled up a little bit for year to year trends. Investment fees went down? Tied to Nuche Village this year.

Cherry spoke about a Purrington analysis study that will need to be done.

Expenses for SSA reduced by roughly 1%. Positive fund balance going in to next year. Largest ticket item in sewer fund. U8-U6 backbone sewer line work. Discussion continued. Conservation trust fund money received from the State from lottery revenue. CIRSA certified wood chips and skate park landscaping. Fleet fund revenue side. Code enforcement is now community development. Public safety has planned to 2 police cruisers. Street sweeper. Nothing planned for recreation. Will have to dip into reserves due to the street sweeper purchase. Fund 12. Short term rental fund. Division of housing grant. Nuche Village home sales. Expense side.

Cherry further explained the grant funding that was approved and what it is for.

Board and staff discussed short term rentals. NSA Moraine Park. Facility fee should be $4,700 not $47,000. Pretty straight forward and close to year over year.

Cherry said revenues will be $69,500 and bottom line would be $600. WSA revenue side is pretty close to 2025. Capital contributions.

Cherry said there are three ordinances associated with this and stated the motion to make the corrections to the ordinances as discussed.

Hardy asked if the public had any comments? None.

Hardy asked for the so moved motion.

Silva so moved on Ordinance 1027 with the corrections. Quesada seconded. Shaw absent. All yes. Motion passed.

Cherry asked Assmann to state the changes to Ordinance 1028.

Assmann said the reserve increase is now $600 and water fund goes to $69,500 on page 140. On page 3 the total of all funds is now $54,216,377.

Mahoney moved to approve Ordinance 1028 with the changes. Silva seconded. Shaw absent. All yes. Motion passed.

Cherry explained Ordinance 1029.

Michalowski asked if they could change the mill levy?

Board discussed the mill levy and assessed property values.

Quesada moved to approve Ordinance 1029. Silva seconded. Roll call: Stern, no; Michalowski, yes; Quesada, yes; Shaw, absent; Mahoney, yes; Silva, yes; and Hardy, yes. Motion passed.

ORDINANCE 1030 - AN ORDINANCE APPROVING A FIVE (5) YEAR LEASE OF TOWN PROPERTY TO HORIZONS SPECIALIZED SERVICES / TOWN ATTORNEY
8:08 PM
Hardy introduced the topic and read the ordinance title. Cherry summarized the lease and terms.

Stern moved to approve Ordinance 1030 as presented. Silva seconded. Shaw absent. Motion passed.

NAMING REPRESENTATIVES TO NUCHE VILLAGE RESIDENT ASSOCIATION / TOWN MANAGER
8:09 PM
Hardy introduced the item and Cherry explained the need for the resident association formation.

Silva recommended the housing committee and finance director as representatives.

Assmann respectfully declined.

Board discussed the topic.

Hardy motioned to appoint Ted Cherry, Sharon Silva, and Chris Michalowski to the HOA Board. Stern seconded. Shaw absent. All yes. Motion passed.

CONSENT AGENDA

ACCOUNTS PAYABLE - NOVEMBER 18, 2025
MINUTES - OCTOBER 28, 2025

Any questions on accounts payable? Stern asked about a drinking water expense.

Any questions regarding the minutes? None.

Mahoney asked about A/R? Cherry responded.

Quesada moved to approve consent agenda as presented. Silva seconded. Shaw absent. Motion passed.

CHAIR AND STAFF UPDATES

Administrative / Mayor Hardy, Mayor Pro-Tem Shaw, Trustee Quesada-
- Town Clerk - Report in packet
- Finance Director - None

Economic Development / Trustee Silva
Silva said the first meeting for Destination Granby will be next month and she will have a report then. They are getting ready for the fishing contest and Christmas lights.

Stern reported on the chamber's activities.

Housing / Trustee Michalowski
No updates

Public Safety / Trustee Quesada
Quesada said that a couple interviews were held for open positions and hiring is to be determined.

Public Works / Trustee Mahoney
Mahoney said they are working on regular fall maintenance items.

Recreation / Trustee Michalowski
Michalowski said the rec planning committee met last week and are refining the rec center design options as well as inside our parks, more information at upcoming meetings.

Hardy commented on the Mario Kart mayhem was Saturday and was a riot. They had a good turnout.

Town Attorney's Update
No updates

Town Manager's Update
Cherry will be in touch about police chief interviews.

Mayor's Update
Hardy attended the municipal leader academy. Economic development was the focus. Met with a rep from the Colorado Enterprise Fund.

MEETING TO ADJOURN AND CONVENE AS THE G.E.G.I.D.
Stern moved to adjourn the regular BOT meeting at 8:25 pm. Quesada seconded. Shaw absent. All yes. Meeting adjourned and convened as the GEGID.

BOARD OF TRUSTEES

ATTEST:

_____	_____
Cody Mullinex, Town Clerk	**Joshua P. Hardy, Mayor**

MEMO

To:	Mayor and Board of Trustees
From:	Cody Mullinex, Town Clerk
Date:	12/09/2025
Re:	CHAIR AND STAFF UPDATES
Department	Administration
Time of Agenda Item	
Agenda Request No.	

Subject
CHAIR AND STAFF UPDATES

Attachments

PUBLIC WORKS BOARD REPORT

Town of Granby Board of Trustees - Memorandum

To: Town of Granby Board of Trustees
From: Douglas Bellatty, Town of Granby Public Works

Date: December 2025

Re: Public Works including streets, parks, Buildings, Open space and SSA, NSA, WSA and Moraine Park Water and Sewer Service Areas

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Items, issues and projects Granby Public Works Staff Will Continue to work on Throughout the 2025 year.

Water Pumping Numbers for Each Service Area in the Previous Month:

North Service Area Water Treatment Plant = 6,000,000 gallons.

North Service Area Non-Potable Water = Shut down 0 gallons.

South Service Area Water Treatment Plant = 6,236,000 gallons

Moraine Park Area Water Treatment Plant = 193,000 gallons.

WSA Service Area Water Treatment Plant = 621,000 gallons.

WSA to NSA Emergency Potable Water Deliveries shut down no deliveries.

SSA Solar Field Energy Production Date = 264.40 MWh.

Bulk Water Station Production 589,000 gallons Total.

1) Waterline and service line leaks and repairs.
2) Hazard Tree Cutting and Removal.
3) Staffing Needs for Parade of Lights.
4) leaks Snow plowing.... a little.
5) NSA water treatment plant Construction Meetings and Oversight.
6) Maintaining Street Equipment.
7) Lift Station Maintenance.
8) Development Review committee meetings.
9) Adjustment and Cleaning of system Solar Arrays.
10) Maintaining new Budgets.
11) Building Maintenance.

12) Water Staff School and Training for Certifications and compliance.
13) New Construction Related Inspections.
14) Various Water System Site Inspections.
15) Water Quality Testing.
16) Systems Meter Reads.
17) Round the Clock on Call Status.
18) Water Staff Oversight of Construction Throughout Granby.
19) Testing Equipment CDPHE Required Calibration and Maintenance.
20) Town Water Rights and Augmentation.
21) SSA Tank and System Inspections.
22) WSA Tank and System Inspections
23) NSA Tank and System Inspections
24) CDPHE meetings with Granby staff.
25) Ongoing Lead and Copper Testing in all Service Areas.
26) CDPHE Correspondence and Documentation.
27) Water Hydrant Repair Work.
28) Customer Relations.
29) NSA Water Plant Maintenance.
30) Moraine Park Water Plant Maintenance.
31) SSA Water Plant Maintenance
32) Backflow/ Cross Connection Control Maintenance and Compliance.
33) Ongoing SSA, NSA and WSA Water Treatment Plant Process Adjustments and Tweaking.
34) Construction and Pre-Construction Meetings.
35) Street License Recertifications (CDL).
36) Elevator inspections/Maintenance.
37) Telemetry Communication System Maintenance.
38) Staff Safety Meetings.
39) Treatment Chemical Orders, Deliveries and Transfers.
40) Service Line Inspections and Repairs
41) Water Meter Installs and Repairs.
42) Pump, Truck and Lift Station Maintenance.
43) Public Works Department Staff PTO Leave.
44) T.O.G. Board Meetings.
45) Grand County Water Information Network Meetings (GCWIN).
46) Learning By Doing (LBD) Technical Committee meetings.
47) Responding to Several System Alarms and Issues.

48) Distribution and Collection System Maintenance and Inspections.

49) Vehicle and Equipment Maintenance.

50) GCMDRC Board Meetings.

51) Nuche Village construction meetings

52) Providing Safe, Fresh, Drinking Water And Safe, WELL-MAINTAINED Streets To Drive On.

MEMO

To:	Mayor and Board of Trustees
From:	Cody Mullinex, Town Clerk
Date:	12/09/2025
Re:	GEGID APPROVAL OF MINUTES
Department	Administration
Time of Agenda Item	
Agenda Request No.	

Subject
APPROVAL OF GEGID MINUTES FROM NOVEMBER 18, 2025

Summary
SEE ATTACHED

Financial
NONE

Recommendation
STAFF RECOMMENDS APPROVAL OF THE MINUTES

Attachments

MINUTES

GRAND ELK GENERAL IMPROVEMENT DISTRICT
MINUTES
TUESDAY, NOVEMBER 18, 2025
8:28 PM

BOARD MEMBERS PRESENT: Chairman Joshua P. Hardy, Directors Sharon Silva, Michael Mahoney, Rebecca Quesada, Chris Michalowski, and Seth Stern.

BOARD MEMBERS ABSENT: Vice-Chair Deborah Shaw

STAFF PRESENT: Town Manager Ted Cherry, Town Attorney Scotty Krob, Interim Police Chief Andrew Sidener, Finance Director Derek Assmann, and Town Clerk Cody Mullinex, who recorded the meeting. Zoom was also used. Minutes are summarized.

TIME: 4:30 Dinner
5:30 BOT Meeting
8:28 GEGID Meeting

BY: Chairman Joshua P. Hardy

LOCATION: Town Hall Board Room, Zero Jasper Avenue, Granby, CO

GRAND ELK GENERAL IMPROVEMENT DISTRICT MEETING

CHAIRMAN HARDY TO CALL THE GRAND ELK GENERAL IMPROVEMENT DISTRICT MEETING TO ORDER AT THE TOWN HALL, ZERO JASPER AVENUE 8:28 PM
Chairman Hardy called the GEGID meeting to order at 8:28 pm. Any conflicts of interest? None.

REGULAR AGENDA ITEMS

APPROVAL OF GEGID MINUTES FROM OCTOBER 28, 2025
Stern moved to approved the GEGID minutes from October 28, 2025. Quesada seconded. Shaw absent. All yes. Motion passed.

PUBLIC HEARING FOR THE FOLLOWING:

ORDINANCE TO ADOPT BUDGET
ORDINANCE NO. 78 (G.E.G.I.D.) GRAND ELK RANCH GENERAL IMPROVEMENT DISTRICT - AN ORDINANCE SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND, AND ADOPTING A BUDGET FOR THE GRAND ELK RANCH GENERAL IMPROVEMENT DISTRICT, TOWN OF GRANBY, COLORADO FOR THE CALENDAR YEAR BEGINNING ON THE 1ST DAY OF JANUARY, 2026, AND ENDING ON THE LAST DAY OF DECEMBER, 2026.

ORDINANCE TO APPROPRIATE SUMS OF MONEY
ORDINANCE NO. 79 (G.E.G.I.D) - AN ORDINANCE APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS AND SPENDING AGENCIES, IN THE AMOUNTS AND FOR THE PURPOSES AS SET FORTH BELOW, FOR THE GRAND ELK RANCH GENERAL IMPROVEMENT DISTRICT, TOWN OF GRANBY, COLORADO FOR THE 2026 BUDGET YEAR.

ORDINANCE TO SET MILL LEVY
ORDINANCE NO. 80 (G.E.G.I.D) GRAND ELK RANCH GENERAL IMPROVEMENT DISTRICT - AN ORDINANCE LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2025, TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE GRAND

ELK RANCH GENERAL IMPROVEMENT DISTRICT, TOWN OF GRANBY, COLORADO, FOR THE 2026 BUDGET YEAR. / FINANCE DIRECTOR

Hardy read the ordinance titles. Finance Director Assmann summarized the GEGID budget items to the Board and explained expenses and revenues. Biggest line item is for repair and maintenance for streets. He would like to make additional payments on the bond and reduce the bond payment schedule overtime.

Cherry said there are future conversations to be had.

Assmann continued the budget discussion.

Hardy asked if there was any public comment? None.

Silva moved to approve Ordinance 78 as presented. Quesada seconded. Shaw absent. Motion passed.

Silva moved to approve Ordinance 79 as presented. Quesada seconded. Shaw absent. Motion passed.

Silva moved to approve Ordinance 80 as presented. Quesada seconded. Roll call: Silva, yes; Mahoney, yes; Shaw, absent; Quesada, yes; Michalowski, yes; Stern, no; Hardy, yes. Motion passed.

MEETING TO ADJOURN AND CONVENE AS THE GEGID 2
Stern moved to adjourn the GEGID meeting at 8:38 pm. Michalowski seconded. Shaw absent. All yes. Meeting adjourned.

GRAND ELK GENERAL IMPROVEMENT DISTRICT

ATTEST:

_____
Cody Mullinex, Town Clerk
Ex-Officio Secretary

_____
Joshua P. Hardy, Chairman

MEMO

To:	Mayor and Board of Trustees
From:	Derek Assmann, Finance Director
Date:	12/09/2025
Re:	GEGID SUPPLEMENTAL APPROPRIATIONS
Department	Finance
Time of Agenda Item	
Agenda Request No.	

Subject

RESOLUTION G.E.G.I.D. 2025-12-09 - A RESOLUTION APPROPRIATING ADDITIONAL SUMS OF MONEY TO DEFRAY EXPENSES IN EXCESS OF AMOUNTS BUDGETED FOR THE GRAND ELK RANCH GENERAL IMPROVEMENT DISTRICT (G.I.D.) FOR THE 2025 BUDGET YEAR IN ITS OPERATIONS AND DEBT FUNDS./ FINANCE DIRECTOR

Summary

The Grand Elk Ranch General Improvement District had five supplemental appropriation items that occurred in the 2025 fiscal year between the O&M Fund and Debt Service Fund. Below is a brief explanation of those items.

Operations & Maintenance Fund

Revenues

1. The G.E.G.I.D. increased their overall revenue by $99,909 due to the sale of the Eagle Ridge lots. With the additional revenue from the Eagle Ridge lots, the 2025 Amended Budget revenue total is $347,109.

Expenses

1. The G.E.G.I.D increased their overall expenses by $198,842 due to the streets and maintenance repairs. This was approved by the G.E.G.I.D. Board on August 12, 2025. The O&M fund will end the 2025 fiscal year with a deficit and will utilize $98,933 from the reserves to cover this amount. After dipping into the reserves, the G.E.G.I.D will have a projected ending fund balance of $242,000.

Debt Service Fund

Expenses

1. The G.E.G.I.D recognized treasurer deed write-offs reversing 2024 accounts receivables with a credit amount of $8,926.
2. The G.E.G.I.D treasurer's fees increased by $3,100 and this is tied to the higher than budgeted property tax revenue amount from the County.
3. The G.E.G.I.D Board approved on August 12, 2025, to pay an additional $550,000 on the 2020 G.O. Bond principal balance. The second payment in 2025 was made on December 1, 2025, and will continue to have two payments per year until 2028, unless the G.E.G.I.D Board approves additional payments on the principal balance. The Debt Service fund will end the 2025 fiscal year with a deficit and will utilize $544,174 from the reserves to cover this amount. The G.E.G.I.D will have a projected ending fund balance of $1,298,000.

Financial

Financials can be found in the summary above.

Recommendation

Finance Director, Derek Assmann, recommends the Grand Elk Ranch General Improvement District Board approves the FY2025 Supplemental Appropriations.

Attachments

GRAND ELK GENERAL IMPROVEMENT DISTRICT
SUPPLEMENTAL APPROPRIATION EXHIBIT FOR RESOLUTION 2025-12-09 GERGID____
PREPARED BY DEREK ASSMANN, EX-OFFICIO TREASURER OF G.I.D.

LINE ITEM	DESCRIPTION	ORIGINAL BUDGET 12/31/2025	**AMENDED BUDGET 12/9/2025**	**AMOUNT OF SUPP. APPROP.**	**FINAL BUDGET 12/9/2025**
GRAND ELK GID OPERATIONS FUND					
	REVENUES				
50-0000-3910	SALE OF ASSETS	$0	$99,909	$99,909	$99,909
ALL OTHER	ALL OTHER	$243,515	$243,515	$0	$243,515
FUND 50	TOTAL REVENUES	$243,515	$343,424	$99,909	$343,424
	EXPENDITURES				
50-0500-3640	R&M STREETS	$190,000	$388,842	$198,842	$388,842
SUBTOTAL	ALL OTHER	$38,825	$38,825	$0	$38,825
FUND 50	TOTAL EXPENDITURES	$228,825	$427,667	$198,842	$427,667
	REVENUES OVER EXP	$14,690	($84,243)	($98,933)	($84,243)
	USE OF FUND RESERVES		($84,243)		($84,243)
	Supplemental Appropriation needed due to sale of Eagle Ridge property to HOA and subsequently increase the amount of repairs and maintenance for streets				
GRAND ELK RANCH GID DEBT FUND					
	REVENUES				
FUND 51	TOTAL REVENUES	$1,138,230	$1,138,230	$0	$1,138,230
51-0501-2100	BAD DEBT TREAS. DEED WRITE-OFF	$0	($8,926)	($8,926)	($8,926)
51-0501-5600	TREASURERS FEES	$51,900	$55,000	$3,100	$55,000
51-0501-6506	2020 LOAN REFI PRINCIPAL	$715,000	$1,265,000	$550,000	$1,265,000
	ALL OTHER	$90,900	$90,900	$0	$90,900
	TOTAL EXPENDITURES	$857,800	$1,401,974	$544,174	$1,401,974
	REVENUES OVER EXP	$280,430	($263,744)	($544,174)	($263,744)
	USE OF FUND RESERVES	$0	($263,744)		($263,744)

GRAND ELK RANCH GENERAL IMPROVEMENT DISTRICT
TOWN OF GRANBY, COLORADO
RESOLUTION G.E.G.I.D. 2025-12-09

A RESOLUTION APPROPRIATING ADDITIONAL SUMS OF MONEY TO DEFRAY EXPENSES IN EXCESS OF AMOUNTS BUDGETED FOR THE GRAND ELK RANCH GENERAL IMPROVEMENT DISTRICT (G.I.D.) FOR THE 2025 BUDGET YEAR IN ITS OPERATIONS AND DEBT FUNDS.

WHEREAS, the Grand Elk Ranch G.I.D. adopted a budget for the 2025 calendar year; and

WHEREAS, the ex-officio Treasurer (Town Finance Director) duly noticed that a public hearing would be held on September 9, 2025 for a supplemental appropriation to the 2025 budget; and

WHEREAS, the September 9, 2025 public hearing was continued to December 9, 2025; and

WHEREAS, a copy of the Resolution was available for inspection at the Granby Town Hall, Zero Street and Jasper Avenue and same submitted to the Grand Elk Ranch G.I.D. Board prior to the public hearing; and

WHEREAS, the G.I.D. Board has a contract with the Grand Elk Owners Association for the GEHOA to purchase the remaining Eagle Ridge lots for $99,909; and

WHEREAS, the G.I.D. Board has agreed to pay the Grand Elk Owners Association an additional $198,842 for repairs and maintenance of streets in the Operations Fund; and

WHEREAS, the G.I.D. debt fund recognized treasurer deed write-offs reversing 2024 accounts receivable with a credit amount of $8,926; and

WHEREAS, the G.I.D. debt fund treasurer's fees increased by $3,100; and

WHEREAS, the G.I.D. Board agreed on August 12, 2025, to pay an additional amount of $550,000 towards the principal balance on the 2020 GO Bond; and

WHEREAS, these contingencies were not reasonably foreseen at the time of adoption of the budget.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GRAND ELK RANCH GENERAL IMPROVEMENT DISTRICT, TOWN OF GRANBY, COLORADO:

Section 1. That the 2025 appropriation of expenditures in the Grand Elk Ranch G.I.D. Operations Fund is hereby increased from $228,825 to $427,667 and the additional sum of $198,842 is hereby appropriated to the expenditures in the Operations Fund from the revenue received from the receipt of sale from the Eagle Ridge lots to the HOA in the amount of $99,909 and the use of additional reserves in the amount of $98,933.

Section 2. That the 2025 appropriation of expenditures in the Grand Elk Ranch G.I.D. Debt Fund is hereby increased from $857,800 to $1,401,974 and the additional sum of $544,174 is hereby appropriated to the expenditures from unappropriated reserves.

DULY MOVED, SECONDED, AND ADOPTED BY A MAJORITY OF THE GRAND ELK RANCH GENERAL IMPROVEMENT DISTRICT BOARD OF DIRECTORS, TOWN OF GRANBY, COLORADO ON THIS 9TH DAY OF DECEMBER, 2025.

GRAND ELK RANCH GENERAL IMPROVEMENT DISTRICT

Votes approving _____
Votes opposed _____
Absent _____
Abstained _____

ATTEST:

_____
Cody Mullinex
Ex-officio Secretary of the District

_____
Joshua P. Hardy
Ex-officio Chair of the District