#### AGENDA

#### **BOARD OF TRUSTEES**

DATE: March 5, 2024
Regular Meeting 6:00pm
Town Hall – 1010 High Street
Collbran, Colorado

### The Public Is Encouraged To Attend

Zoom link available by contacting Town Hall prior to meeting.

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Roll Call
- 4. Consent Agenda
  - A) Minutes from: February 6, February 20, 2024
  - B) Expenditures from: February 2024
- 5. Persons not on the agenda
  - A. Please limit comments to three (3) minutes, and address your comments directly to the Mayor.
  - B. Identify yourself by name and address when making comments.
  - **C.** Comments should be courteous, civil and constructive.
  - D. Town Board will make no decision nor take action, except to direct the Town Manager.
- 6. Liquor License Renewal NC2CO, LLC, DBA Main Street Liquor, Ed Dalrymple
- 7. Plateau Valley School District #50, Connection to the Town of Collbran Water Distribution System Superintendent Trevor Long
- 8. Approval for Town Staff to Apply for a DOLA Planning Grant to complete a Water and Wastewater Capacity Study of the Town's
- Approval of Task Order #2 from KLJ Engineering to complete a Water and Wastewater Capacity Study
- 10. Memorandum Of Understanding (MOU) for Wildfire Collaborative for Middle Colorado Zach Pigati, Division Chief of Operations and Wildland for Colorado River Fire Rescue.
- 11. Possible Approval Text My Gov
- 12. Approval of Task Order #3 from KLJ Engineering for Design Services for Sewer Line Replacement in the Alley of the 200 Block of Main Street
- 13. Appointment of 2024 Election Judges
- 14. Award of Election Printing to Fort Orange Press
- 15. Presentation of/and Possible Approval of a Memorandum of Understanding (MOU) for Work-Based Learning Program Agreement between Collbran Job Corps and the Town of

- Collbran Michelle Benning, Vocational Development Specialist Career Development Program
- 16. Approval of special use permit for NeuComm Solutions for Installation of a new Town of Collbran-owned 40-foot radio tower and standalone generator at the northwest corner of Gandi Park, parcel number 2667-264-000-044 for the Collbran Middle-Mile project.
- 17. Authorization to enter into a Commercial Lease Agreement for Carrier Neutral Location with Region 10 LEAP, INC, a 501(c)(3), for space in the Gandi Park CNL
- 18. Authorization to enter into a Fiber-Optic Indefeasible Right of Use Agreement with Region 10 LEAP, INC, a 501(c)(3)
- 19. Kendall Wilcox Subject Unknown
- 20. Theresa Wilcox Subject Unknown
- 21. Monthly Staff Update: Questions
- 22. Trustee Informational and/or items for future agenda
- 23. Public Correspondence
- 24. Adjournment

NOTICE TO READERS: Town Council meeting packets are prepared several days prior to the meetings. Timely action and short discussion on agenda items does not reflect lack of thought or analysis on the Trustee's part as issues have been discussed by Trustees in workshop or committee meetings which are open to the public. The Board of Trustees may take action on any of the following agenda items as presented or modified prior to or during the meeting, and items necessary or convenient to effectuate the agenda items.

PUBLIC INVITED TO ATTEND: The Public will be limited to three minutes each upless prior arrangements have been made with the Town Clerk or

<u>PUBLIC INVITED TO ATTEND:</u> The Public will be limited to three minutes each unless prior arrangements have been made with the Town Clerk or Administrator. Town Trustees may not respond to your comments on this evening, rather, they may take your comments and suggestions under advisement and your questions will be directed to the appropriate person or department for follow-up.

## Town of Collbran Board of Trustees Meeting Minutes

Regular Meeting 6:00 pm -Tuesday February 6, 2024

#### I. Call to order

Mayor Todd called to order the regular meeting of the Town of Collbran Board of Trustees at 6:00pm.

#### II. Pledge of Allegiance

#### III. Roll Call

Present: Trustee Zentz, Trustee Evans, Trustee Dalrymple, Trustee Melnikoff, & Mayor Todd

IV. Consent Agenda Consisting of Minutes from December 5th, 2023 (Amended), January 2nd, 2024 and January 16th, 2024 as well as Expenditures from January 2024.

MOTION: TRUSTEE MELNIKOFF MOVED TO APPROVE THE CONSENT AGENDA AS PRESENTED; SECONDED BY TRUSTEE ZENTZ

#### **Vote Results:**

Ayes: Trustees Dalrymple, Evans, Melnikoff, Zentz, & Mayor Todd

Naves: None

MOTION CARRIED.

#### V. Persons Not On The Agenda

# VI. Discuss Change Requests to Optimus Communication's License Agreement and Authorize Mayor to Sign Revised Lease Agreement.

Mark McGowan appeared via Zoom to discuss his proposed changes to his current license agreement. His rental fees stayed the same at \$100/month but asked for the lease renewal period to be extended to a 4 years instead of on an annual basis. He also requested that the lease termination notice be extended to 6 months to allow for proper equipment extraction during the right times of year.

The Board agreed to Mr. McGowans proposals on Optimus Communication's License Agreement.

MOTION: TRUSTEE ZENTZ MOVED TO APPROVE THE CHANGE REQUESTS TO OPTIMUS COMMUNICATION'S LICENSE AGREEMENT AND TO AUTHORIZE THE MAYOR TO SIGN THE REVISED LEASE AGREEMENT; SECONDED BY TRUSTEE MELNIKOFF.

#### Vote Results:

Ayes: Trustees Evans, Melnikoff, Zentz, & Mayor Todd

Nayes: Trustee Dalrymple

MOTION CARRIED.

# VII. Discussion Regarding 2024 Water/Sewer Rate Increase and Option to Work With Colorado Rural Water Association on an Updated Utility Rate Study.

Town Staff presented the option to postpone increasing water/sewer rates for this year. Colorado Rural Water Association has offered to help us complete an updated rate study so we can appropriately price water and sewer rates to current times. The last study was done in 2019 - so this rate study is needed. Town Staff presented the option to postpone the rate increase until the study was completed - which would be a minimum of 90 days. Trustees discussed the options and decided to go ahead with the water and sewer rate increase as proposed as it has already been worked into the 2024 budget. Utility Rate study will be completed and used to set 2025 water/sewer rates.

MOTION: TRUSTEE ZENTZ MOVED TO APPROVE THE WATER/SEWER RATE INCREASE AS ORIGINALLY PROPOSED FOR THE 2024 BUDGET YEAR; SECONDED BY TRUSTEE EVANS.

#### **Vote Results:**

Ayes: Trustees Dalrymple, Evans, Melnikoff, and Zentz

Nayes: Mayor Todd

MOTION CARRIED.

VIII. Confirm Engagement Letter with Blair and Associates, PC to Perform the Independent Audit of the Town's Financial Position for the Year Ended December 31st, 2023.

This will be the Town's 3rd year employing the services of Blair and Associates PC. They have successfully completed our audits and have found them to be in the "clear." (Good Standing)

This letter confirms that we will be using Blair and Associates for the audit of the 2023 fiscal year.

MOTION: TRUSTEE MELNIKOFF MOVED TO APPROVE THE CONFIRMATION OF THE ENGAGEMENT LETTER WITH BLAIR AND ASSOCIATES PC TO PERFORM THE INDEPENDENT AUDIT OF THE TOWN'S FINANCIAL POSITION FOR THE YEAR ENDED DECEMBER 31ST, 2023 AS PRESENTED; SECONDED BY TRUSTEE ZENTZ

#### Vote Results:

Ayes: Trustees Dalrymple, Evans, Melnikoff, Zentz, & Mayor Todd

Nayes: None

MOTION CARRIED.

IX. Award Asbestos Abatement Contract to Rockies Environmental and Demolition Services in The Amount of \$78,400 for the Auditorium Renovation Project Contingent Upon A Signed Contract from DOLA for Auditorium Renovation.

Signing this contract will que the start of the abatement process of the Auditorium Renovation Project. Abatement is set to start next month.

Mayor Todd pointed out that the company's demolition certificate was set to expire in March of this year. He requested that the award be contingent upon proof of certificate renewal.

MOTION: TRUSTEE ZENTZ MOVED TO APPROVE THE AWARDING OF THE ASBESTOS ABATEMENT CONTRACT TO ROCKIES ENVIRONMENTAL AND DEMOLITION SERVICES IN THE AMOUNT OF \$78,400 FOR THE AUDITORIUM RENOVATION PROJECT CONTINGENT UPON SIGNED CONTRACT FROM DOLA AND PROOF OF DEMOLITION CERTIFICATION RENEWAL; SECONDED BY TRUSTEE DALRYMPLE.

#### Vote Results:

Ayes: Trustees Dalrymple, Evans, Melnikoff, Zentz, & Mayor Todd

Nayes: None

MOTION CARRIED.

X. Award Asbestos Monitoring Contract to Foothills Environmental Inc. in the Amount of \$15,030, Contingent Upon signed CDBG Contract with DOLA for Auditorium Renovation.

The federal and state laws regarding asbestos abatement and removal requires that a secondary supervisory company be hired to oversee the abatement process. Foothills Environmental presented the Town with an appropriate bid for their services and have worked with Rockies Environmental and Demolition already.

TRUSTEE EVANS MOVED TO APPROVE THE AWARDING OF THE ASBESTOS MONITORING CONTRACT TO FOOTHILLS ENVIRONMENTAL INC. AS PRESENTED; SECONDED BY TRUSTEE DALRYMPLE.

#### **Vote Results:**

Ayes: Trustees Dalrymple, Evans, Melnikoff, Zentz, & Mayor Todd

Nayes: None

**MOTION CARRIED.** 

XI. Award the Contract Manager/General Contractor Agreement to Asset Engineering contingent upon signed contract from DOLA for Auditorium Renovation.

MOTION: TRUSTEE MELNIKOFF MOVED TO APPROVE THE AWARDING OF THE CONTRACT MANAGER/GENERAL CONTRACTOR AGREEMENT TO ASSET ENGINEERING CONTINGENT UPON SIGNED CONTRACT FROM DOLA FOR AUDITORIUM RENOVATION; SECONDED BY TRUSTEE ZENTZ.

#### Vote Results:

Ayes: Trustees Dalrymple, Evans, Melnikoff, Zentz, & Mayor Todd

Nayes: None

MOTION CARRIED.

XII. Authorize the Town Manager to Negotiate and Sign a Professional Services Contract with Asset Engineering for Pre-Construction Services for the Collbran Auditorium Renovation Project in an Amount not to Exceed \$10,000.

MOTION: TRUSTEE DALRYMPLE MOVED TO APPROVE THE AUTHORIZATION FOR THE TOWN MANAGER TO NEGOTIATE AND SIGN A PROFESSIONAL SERVICES CONTRACT WITH ASSET ENGINEERING AS PRESENTED; SECONDED BY TRUSTEE MELNIKOFF.

#### Vote Results:

Ayes: Trustees Dalrymple, Evans, Melnikoff, Zentz, & Mayor Todd

Nayes: None

MOTION CARRIED.

XIII. Authorize Mayor to Sign Memorandum of Agreement with Colorado State Historic Preservation Office (SHPO) Regarding Collbran Auditorium Renovation Project.

MOTION: TRUSTEE EVANS MOVED TO APPROVE THE AUTHORIZATION FOR THE MAYOR TO SIGN THE MEMORANDUM OF AGREEMENT WITH SHPO FOR THE AUDITORIUM RENOVATION PROJECT AS PRESENTED; SECONDED BY TRUSTEE ZENTZ.

#### **Vote Results:**

Ayes: Trustees Dalrymple, Evans, Melnikoff, Zentz, & Mayor Todd

Nayes: None

MOTION CARRIED.

#### **XIV. Grants Status Updates**

Finance Director went through our current awarded grant funds and our grant ratio. Our ratio is 1:7 which means that for every \$1 that the Town of Collbran has spent, we have received \$7 in matched grant funding.

#### XV. Discussion Regarding Posting Monthly Expenditures

Town Staff has recently been made aware that constituents wanted to be able to view the Town's monthly expenditures. It was suggested on social media platforms that we publish the entire finance report in the PV Times. With current advertising rates at \$120 for a full page ad, and expenditure reports being 8 to 12 pages long, the Town would be looking to spend \$1000 to \$1500/monthly just to publish expenditures. Town Staff has already done the necessary work to post past years expenditures to the website and will continue to update the expenditures on a monthly basis once approved by the Board.

The Board decided that publishing the expenditures on the website offers more than enough transparency to the public while saving the Town thousands of dollars in advertising costs.

The attendees of the meeting asked how to find the expenditures as well as board minutes and materials. Town Staff will create a flow chart to publish in the next PV times to help guide the public better to the content they desire.

XVI. Authorize Town Manager to Sign the 2024 KLJ On Call Task Order No. 2024 - 00219.01 for Engineering Services.

KLJ is the Town's hired engineering firm. This task order allows Town Staff to make calls to our engineers on an on-call basis in the event of emergencies.

MOTION: TRUSTEE ZENTZ MOVED TO APPROVE THE AUTHORIZATION FOR THE TOWN MANAGER TO SIGN THE 2024 ON CALL TASK ORDER WITH KLJ; SECONDED BY TRUSTEE MELNIKOFF.

#### **Vote Results:**

Ayes: Trustees Dalrymple, Evans, Melnikoff, Zentz, & Mayor Todd

Nayes: None

MOTION CARRIED.

# XVII. Approval to Submit 2025 Congressionally Designated Spending Interest Form to Senator Hickenloopers and Senator Bennet Regarding Extending the Water Line to the Plateau Valley School.

Plateau Valley School approached the Town with the idea of extending the Town's water and sewer services to the new school set to be constructed over the next three years. With the school already being awarded the BEST grant, we believe that this project is a perfect candidate for Congressionally Designated Spending - The Town Manager is requesting permission to submit the form of interest for these Congressionally Designated Funds in hopes that the entire project will be funded on a federal level.

There were several questions from constituents regarding the extension of the water line. Town Staff explained that we are just submitting a form to be entered in a queue for next year's congressional spending. There are no drawn or engineered plans yet but a feasibility study will be completed in the meantime to determine the best route for the water line.

MOTION; TRUSTEE ZENTZ MOVED TO APPROVE THE SUBMITTAL OF THE 2025 CONGRESSIONALLY DESIGNATED SPENDING INTEREST FORM TO STATE SENATORS HICKENLOOPER AND BENNET REGARDING THE EXTENSION OF THE TOWN'S WATER LINE TO PLATEAU VALLEY SCHOOL; SECONDED BY TRUSTEE MELNIKOFF.

#### **Vote Results:**

Ayes: Trustees Dalrymple, Evans, Melnikoff, Zentz, & Mayor Todd

Naves: None

MOTION CARRIED.

#### XVIII. Kendall Wilcox - Subject Unknown

Mr. Wilcox called Town Hall earlier in the day and asked to be moved to the March agenda as both him and his wife were feeling under the weather.

XIX. Theresa	Wilcox	- Subject	Unknown
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Mr. Wilcox called Town Hall earlier in the day and asked to be moved to the March agenda as both him and his wife were feeling under the weather.

#### **XX. Monthly Staff Update**

#### XXI. Trustee Informational and/or Items for Future Agenda

Trustee Melnikoff requested that the Town write a letter of dissatisfaction to Republic Services for another rate increase on their refuse removal services. It was discussed to potentially look into other companies that would potentially serve our area. There have been suggestions to have the Town as a municipality employ a refuse service and then bill residents for the trash service along with their water/sewer bills.

#### XXII. Public Correspondence

Thank you letters for Discretionary Funds

XXIII. Adjournment

MOTION: TRUSTEE MELNIKOFF MOVED TO ADJOURN; SECONDED BY ALL.

Meeting was adjourned at 8:33pm

Approved Attest

# Town of Collbran Board of Trustees Meeting Minutes

Regular Meeting 6:00pm -Tuesday February 20, 2024

#### I. Call to order

Mayor Todd called to order the regular meeting of the Town of Collbran Board of Trustees at 6:05pm.

#### II. Pledge of Allegiance

#### III. Roll Call

Present: Mayor Todd, Trustee Evans, Trustee Dalrymple, Trustee Melnikoff, & Trustee Zentz

#### IV. Persons Not on The Agenda

No one approached the Board.

#### V. Boundary Adjustment – Forrest Towns

Parcel #2667-351-00-078

MOTION: TRUSTEE MELNIKOFF MOVED TO APPROVE A BOUNDARY LINE ADJUSTMENT REGARDING THE PROPERTY PARCEL #2667-351-00-078; SECONDED BY TRUSTEE DALRYMPLE.

Vote Results:

Ayes: Trustees Dalrymple, Evans, Melnikoff, Zentz, and Mayor Todd

Nayes: None **Motion Carried** 

# VI. Consider Approval of Proposal Regarding the Audit of the Marshal's Office

MOTION: TRUSTEE EVANS MOVED TO APPROVE THE PROPOSAL; SECONDED BY TRUSTEE DALRYMPLE.

#### **Vote Results:**

Ayes: Trustees Dalrymple, Evans, Melnikoff, Zentz, and Mayor Todd

Nayes: None **Motion carried**.

VII. Consider Approval of RESOLUTION NUMBER 3, SERIES 2024 -A
RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF
COLLBRAN, COLORADO, DIRECTING THE TOWN CLERK OF THE TOWN OF

COLLBRAN TO CONDUCT THE REGULAR MUNICIPAL ELECTION, SCHEDULED FOR APRIL 2, 2024, AS A MAIL BALLOT ELECTION

MOTION: TRUSTEE ZENTZ MOTIONED TO APPROVE RESOLUTION NUMBER 3, SERIES 2024 AS PRESENTED; SECONDED BY TRUSTEE MELNIKOFF

#### Vote Results:

Ayes: Trustees Dalrymple, Evans, Melnikoff, Zentz, and Mayor Todd

Nayes: None Motion carried

# VIII. Discussion Regarding Postponing the 2024 Water and Wastewater Rate Increase

MOTION: TRUSTEE MELNIKOFF MOVED TO POSTPONE THE 2024 WATER AND WASTEWATER RATE INCREASE; SECONDED BY TRUSTEE ZENTZ

#### Vote Results

Ayes: Trustees Dalrymple, Evans, Melnikoff, Zentz, and Mayor Todd

Nayes: None **Motion Carried** 

#### IX. Trustee Informational and/or Items for Future Agenda

Trustee Dalrymple stated she was contacted by a community member regarding moving "Persons not on the Agenda" to the end of the agenda, After the discussion, the decision was made not to move it.

Trustee Melnikoff stated she will now be available to resume attending AGNC meetings

#### X. Adjournment

#### Meeting was adjourned at 6:20pm

WORK SESSION IMMEDIATELY FOLLOWING

Approved	Attest	

# Town of Collbran Finance Transmittal Sheet February 2024

Accounts Payable Invoices: See attached payment approval report	\$ 32,385.98
Debit card charges: January 2024 (detail only, summary provided last mont)	Includes recurring utility payments
February 2024 (detail to be provided next month)	(Black Hills Energy, Grand Valley 10,494.48 Power, etc)
Payroll checks and transmittals	<u>32,233.76</u>
Total Disbursements	\$ 75,114.22
Receipts: Water & sewer Main operating account Interest earned Total Receipts	\$ 24,491.35 144,409.73 12,000.00 estimated \$ 180,901.08
Net cash flow	<u>\$ 105,786.86</u>
Cash/Investment Account Balances as of 01/31/24	A 004 076 70
Grand Valley Bank Operating	\$ 281,976.78
Grand Valley Bank Utility	179,313.38
Grand Valley Bank Money Market	1,803,886.57
Grand Valley Bank Debit Card	5,041.55
CONTRACT	1,316,676.70
CSAFE	897,294.52
Total	<u>\$ 4,484,189.50</u>

			Report dates. 2/1/2024-2/29/2024			reb 29, 2024 05	.471 W	
Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
723 B 723 B	TE INDUSTRIAL SUPPLY BIG STATE INDUSTRIAL SUPPLY BIG STATE INDUSTRIAL SUPPLY BIG STATE INDUSTRIAL SUPPLY	1549070 1549070 1549070	PW: SAFETY EQUIPMENT PW: SUPPLIES PW: SHIPPING	01/25/2024 01/25/2024 01/25/2024	575.52	2 575.52	02/16/2024	ļ
Tota	al BIG STATE INDUSTRIAL SUPPLY:				1,310.25	5 1,310.25	-	
BUMP AN	ID JUMP LLC							
	BUMP AND JUMP LLC	105	EVENTS: EASTER	02/27/2024	337.50	337.50	02/29/2024	
Tote	al BUMP AND JUMP LLC:				337.50	337.50	-	
CENTRA	L SERVICE LLC					. —		
	CENTRAL SERVICE LLC	69855	PW: REPAIR AND MTCE	02/28/2024	45.80	45.80	02/29/2024	
Tota	al CENTRAL SERVICE LLC:				45.80	45.80		
СНАМВЕ	RLIN ARCHITECTS					·		
	CHAMBERLIN ARCHITECTS	5 - HOURLY	PROFESSIONAL SERVICES - COLLBRAN	02/10/2024	1,880.00	1,880.00	02/16/2024	
Tota	al CHAMBERLIN ARCHITECTS:				1,880.00	1,880.00		
CITY OF (	GRAND JUNCTION							
	CITY OF GRAND JUNCTION	2023-0007321	WATER: TESTING	11/30/2023		3 283.28		
213 (	CITY OF GRAND JUNCTION	2024-0007719	MARSHAL: COMMUNICATIONS 911 FEB	02/09/2024	953.67	953.67	02/29/2024	
Tota	al CITY OF GRAND JUNCTION:				1,236.95	1,236.95	-	
COLLBR/	AN AUTO AND TRUCK PARTS							
290 (	COLLBRAN AUTO AND TRUCK PARTS	STMT 01324	PW: REPAIRS 743830	01/31/2024	19.47	7 19.47	02/06/2024	
Tota	al COLLBRAN AUTO AND TRUCK PARTS:	đ			19.47	7 19.47	-	
Collbran	Storage LLC				·			
	Collbran Storage LLC	1111 - STORA	AUDITORIUM - STORAGE FOR REMODE	02/22/2024	840.00	840.00	02/29/2024	
Tota	al Collbran Storage LLC:				840.00	840.00	-	
COLORA	DO ANALYTICAL LABORATORIES				·			
846 (	COLORADO ANALYTICAL LABORATOR	240123011	WATER: TESTING	02/05/2024	340.00	340.00	02/16/2024	
846 C	COLORADO ANALYTICAL LABORATOR	240214034	WATER: TESTING	02/20/2024	120.00	120.00	02/29/2024	
Tota	al COLORADO ANALYTICAL LABORATOR	RIES:			460.00	460.00	-	
Dave Arca	•							
850 E	Dave Arcady	MARSHAL EVI	MARSHAL: EVIDENCE AUDIT 50% DEPO	02/29/2024	4,375.00	4,375.00	02/29/2024	
Tota	al Dave Arcady:				4,375.00	4,375.00	-	
	ECH SYSTEMS, INC. FILTER TECH SYSTEMS, INC.	9572	WATER: EQUIPMENT INSTALLATION	02/07/2024	550.65	5 550.65	02/29/2024	,
Tota	al FILTER TECH SYSTEMS, INC.:				550.65	5 550.65		
201 D 61						-		
	JPPLIES INC. GOLD SUPPLIES INC.	2560	PW: STREETS	11/27/2023	1,654.00	1,654.00	02/16/2024	

/endor Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Void
Total GOLD SUPPLIES INC.:				1,654.00	1,654.00		
ustin Wareham							
	MARSHAL EVI	Marshal evidence audit 50% deposit	02/29/2024	4,375.00	4,375.00	02/29/2024	
Total Justin Wareham:				4,375.00	4,375.00		
KARP, NEU, HANLON, P.C. 478 KARP, NEU, HANLON, P.C.	46436	LEGAL - JANUARY 2024	02/05/2024	2,079.50	2,079.50	02/16/2024	
Total KARP, NEU, HANLON, P.C.:				2,079.50	2,079.50		
(LJ ENGINEERING LLC							
784 KLJ ENGINEERING LLC	10203384	PROFESSIONAL SERVICES: ON CALL E	02/27/2024	1,026.00	1,026.00	02/29/2024	
Total KLJ ENGINEERING LLC:				1,026.00	1,026.00		
OCO INC.							
204 LOCO INC.	JAN 2024 STM	FUEL: PW FUEL (INCLUDES BULK FOR	01/31/2024	1,143.48	1,143.48	02/06/2024	
204 LOCO INC.	JAN 2024 STM	FUEL TAX EXPENSE	01/31/2024	69.21	69.21	02/06/2024	
Total LOCO INC.:				1,212.69	1,212.69		
MARC S. LAIRD CONSTRUCTION							
256 MARC S. LAIRD CONSTRUCTION	HAULING 0613	PW: ROAD MAINTENANCE	06/13/2023	1,650.00	1,650.00	02/06/2024	
Total MARC S. LAIRD CONSTRUCTION:				1,650.00	1,650.00		
lesa County Clerk							
848 Mesa County Clerk		ELECTIONS: VOTER REGISTRATION LIS	02/29/2024	25.00	25.00	02/29/2024	
848 Mesa County Clerk	031324 VOTE	ELECTIONS: VOTER LIST	02/29/2024	25.00	25.00	02/29/2024	
Total Mesa County Clerk:				50.00	50.00		
PARKERSON CONSTRUCTION, INC.							
304 PARKERSON CONSTRUCTION, INC.	2311250-IN	PW: STREETS	11/15/2023	244.90		02/16/2024	
304 PARKERSON CONSTRUCTION, INC.	2312075-IN	PW: STREETS	12/06/2023	491.30	491.30	02/16/2024	
Total PARKERSON CONSTRUCTION, INC.:				736.20	736.20		
PLATEAU VALLEY FRIENDS OF THE LIBRARY	0004 DIOODET	2004 DIOODETIONADY FUNDING	00/00/0004	4 000 00	4 000 00	00/40/0004	
800 PLATEAU VALLEY FRIENDS OF THE LI	2024 DISCRET	2024 DISCRETIONARY FUNDING	02/08/2024	1,000.00	1,000.00	02/16/2024	
Total PLATEAU VALLEY FRIENDS OF THE LIE	BRARY:			1,000.00	1,000.00		
NOW LINE SERVICES LLC							
717 SNOW LINE SERVICES LLC	ORC FEBRUA	WATER/WASTEWATER SPLIT	02/27/2024	2,210.00	2,210.00	02/29/2024	
717 SNOW LINE SERVICES LLC	ORC FEBRUA	WATER/WASTEWATER OPERATOR	02/27/2024	1,190.00	1,190.00	02/29/2024	
717 SNOW LINE SERVICES LLC		WATER/WASTEWATER SPLIT	01/31/2024	2,210.00	2,210.00	02/06/2024	
717 SNOW LINE SERVICES LLC	ORC SERVICE	WATER/WASTEWATER OPERATOR	01/31/2024	1,190.00	1,190.00	02/06/2024	
Total SNOW LINE SERVICES LLC:				6,800.00	6,800.00		
own of Collbran Petty Cash							
711 Town of Collbran Petty Cash	RECONCILE 0	EVENTS: PRINTING FOR COWBOY CHRI	02/06/2024	31.78	31.78	02/06/2024	
711 Town of Collbran Petty Cash	RECONCILE 0	AMAZON - PODIUM FOR BOARD ROOM	02/06/2024	141.53	141.53	02/06/2024	

Town of Collbran	Payment Approval Report - meeting	Page: 3
	Report dates: 2/1/2024-2/29/2024	Feb 29, 2024 05:47PM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voide
711	Town of Collbran Petty Cash	RECONCILE 0	ADOBE: ADOBE PRO LICENSE	02/06/2024	239.88	239.88	02/06/2024	
To	tal Town of Collbran Petty Cash:				413.19	413.19		
USA BL	JE BOOK							
367	USA BLUE BOOK	INV00219725	PW: SUPPLIES	12/12/2023	301.80	301.80	02/16/2024	
To	tal USA BLUE BOOK:				301.80	301.80		
VALLEY	RANCH SUPPLY							
374	VALLEY RANCH SUPPLY	STMT 013124	PW: REPAIRS AND MAINTENANCE 2000	01/31/2024	15.99	15.99	02/06/2024	
374	VALLEY RANCH SUPPLY	STMT 013124	PW: REPAIRS AND MAINTENANCE 2027	01/31/2024	15.99	15.99	02/06/2024	
To	tal VALLEY RANCH SUPPLY:				31.98	31.98		
Gr	and Totals:				32,385.98	32,385.98		

Report Criteria:

Include transaction count

Include transa	action count					
Date	Reference Number	Payee or Description	Account Number	Account Title	Debit Amount	Credit Amount
CASH DISBURS	SEMENTS - I	Debit Card Charges GVB (CD112)				
01/02/2024	1	Amazon - PW Equipment	10-30-4314	Operating Supplies Public Work	189.99	
01/04/2024	2	Amazon - Admin - Events	10-00-4347	Town Events	36.97	
01/04/2024	3	CenturyLink - Marshal - telephone	10-20-4398	Utilities Marshal	60.13	
01/04/2024	4	CenturyLink - PW Shop - telephone	10-30-4398	Utilities Public Works	59.28	
01/04/2024	5	CenturyLink - Town Hall - telephone	10-00-4398	Utilities	126.66	
01/04/2024	6	CenturyLink - Taxes, fees & surcharges	10-00-4355	License, Fees & Permits	27.70	
01/04/2024	7	CenturyLink - Sewer Plant - telephone	52-00-4398	Utilities Sewer	42.50	
01/04/2024	8	CenturyLink - Springs Pump Station - telep	51-00-4397	Utilities Springs Pump Station	42.50	
01/04/2024	9	CenturyLink - Water Plant - telephone	51-00-4398	Utilities Water	42.50	
01/04/2024	10	CenturyLink - WaterPlant - internet	51-00-4398	Utilities Water	59.94	
01/04/2024	11	CenturyLink - Water - taxes, fees & surchar	51-00-4355	License, Fees & Permits Water	13.85	
01/04/2024	12	CenturyLink - Sewer - taxes, fees & surcha	52-00-4355	License, Fees & Permits Sewer	4.62	
01/04/2024	13	Black Hills Energy - Auditorium	10-60-4398	Utilities Auditorium	616.79	
01/04/2024	14	Black Hills Energy - Shop	10-30-4398	Utilities Public Works	534.46	
01/04/2024	15	Black Hills Energy - Library	10-10-4398	Utilities Library	196.82	
01/04/2024	16	Black Hills Energy - Water Treatment	51-00-4398	Utilities Water	319.74	
01/04/2024	17	Black Hills Energy - Town Hall	10-00-4398	Utilities	233.38	
01/05/2024	18	Grainger - PW Equipment	10-30-4314	Operating Supplies Public Work	1,744.08	
01/05/2024	19	GVP - Springs Pump Station	51-00-4397	Utilities Springs Pump Station	275.24	
01/05/2024	20	GVP - Gandi Park	10-50-4398	Utilities Parks	31.50	
01/05/2024	21	GVP - Water Plant	51-00-4398	Utilities Water	123.13	
01/05/2024	22	GVP - Sewer Plant	52-00-4398	Utilities Sewer	1,905.32	
01/05/2024	23	GVP - PV School Lift Station	52-01-4398	Utilities School Lift Station	62.84	
01/05/2024	24	GVP - Town Hall	10-00-4398	Utilities	316.70	
01/05/2024	25	GVP - Fairgrounds	10-54-4398	Utilities Fairgrounds	68.96	
01/05/2024	26	GVP - Plateau Creek Light	10-30-4397	Utilities Street Lights	49.32	
01/05/2024	27	GVP - Library	10-10-4398	Utilities Library	120.88	
01/05/2024	28	GVP - Auditorium	10-60-4398	Utilities Auditorium	201.72	
01/05/2024	29	GVP - Public Works Shop	10-30-4398	Utilities Public Works	123.94	
01/05/2024	30	GVP- Gandi Park CNL	10-08-4398	Utilities - BB	34.20	
01/05/2024	31	GVP - Terrell Park	10-50-4397	Utilities Terrell Park	32.08	
01/05/2024	32	GVP - Street Lights	10-30-4397	Utilities Street Lights	340.35	
01/05/2024	33	GVP - Terrell PK Yard Lights	10-50-4397	Utilities Terrell Park	21.82	
01/05/2024	34	GVP - Spring Streets Lights	10-30-4397	Utilities Street Lights	21.82	
01/08/2024	35	Mountain High Pie - DOLA lunch	10-00-4345	Education & Training	25.97	
01/10/2024	36	Amazon - Admin - supplies	10-00-4314	Operating Supplies	16.98	
01/10/2024		Mesa County - water sampling	51-00-4353	Professional Water	65.00	
01/12/2024	38	Montrose Water Factory - Admin - Water s	10-00-4314	Operating Supplies	10.50	
01/12/2024		Grand Valley Power - new pump service G		Capital Outlay Water GRANT	1,255.00	
01/16/2024		AT&T Premier - Marshal cell phone	10-20-4326	Communications Marshal	258.22	
01/16/2024	41	AT&T Premier - Admin - cell phone	10-00-4398	Utilities	44.43	
01/16/2024		AT&T Premier - PW cell phone	10-30-4398	Utilities Public Works	44.43	
01/16/2024		AT&T Premier - PW cell phone	10-30-4398	Utilities Public Works	44.43	
01/16/2024		Office Depot - Admin - supplies	10-00-4314	Operating Supplies	6.29	
01/16/2024		Office Depot - Admin - supplies	10-00-4314	Operating Supplies	20.63	
01/16/2024		Collbran Caf - meeting	10-00-4345	Education & Training	36.12	
01/17/2024		USPS - Admin postage	10-00-4310	Postage, Freight & Delivery	8.56	
01/19/2024		Office Depot - Admin - supplies	10-00-4311	Office Supplies	50.66	
01/23/2024		Republic Services - PW trash service	10-30-4398	Utilities Public Works	250.53	
01/23/2024		Amazon - PW work attire	10-30-4343	Work Attire	104.99	
01/24/2024		Terminix - water plant - maintenance	51-00-4367	Repairs & Maint. Water Treatme	45.00	
01/25/2024		UPS - Water - Water Sampling shipping	51-00-4310	Postage & Freight Water	18.38	
	32			Jg		

Town of Collbran	Journals - by Reference	Page: 2	
	Period 01/24 (01/31/2024)	Feb 29, 2024 5:50PM	

Dete	Reference Number	Davis or Description	Account Number	Accoun	t Title	Dahit Amaunt	Credit Amount
Date	Number	Payee or Description	Account Number	Accoun	t Hite	Debit Amount	Credit Amount
CASH DISBURS	SEMENTS - Debit	: Card Charges GVB (CD112) (continu	ied)				
01/25/2024	53 Tow	n of Collbran - Water - Mothers Park	10-50-4398	Utilities Parks		12.29	
01/25/2024	54 Tow	n of Collbran - Water-Sewer - Town Ha	10-00-4398	Utilities		52.17	
01/25/2024	55 Tow	n of Collbran -Water-Sewer - Collbran	10-10-4398	Utilities Library		51.60	
01/25/2024	56 Tow	n of Collbran - Water-Sewer - Terrell P	10-50-4397	Utilities Terrell Park		12.29	
01/25/2024	57 Tow	n of Collbran Water-Sewer - Terrell Pa	10-50-4397	Utilities Terrell Park		50.08	
01/25/2024	58 Tow	n of Collbran -Water-Sewer - Fairgroun	10-54-4398	Utilities Fairgrounds		74.17	
01/25/2024	59 Tow	n of Collbran -Water-Sewer -Auditoriu	10-60-4398	Utilities Auditorium		50.29	
01/25/2024	60 Tow	n of Collbran - Water -Lilac Park	10-50-4398	Utilities Parks		12.29	
01/25/2024	61 Tow	n of Collbran -Water - Women's Memo	10-50-4398	Utilities Parks		12.29	
01/25/2024	62 Tow	n of Collbran Water-Sewer - Public Wo	10-30-4398	Utilities Public Works		57.41	
01/25/2024	63 Tow	n of Collbran Water - Gandi Park	10-50-4398	Utilities Parks		12.30	
01/26/2024	64 Office	ce Depot - Admin - supplies	10-00-4314	Operating Supplies		11.51	
01/31/2024	65 Janu	uary 2024 debit card charges	01-00-1025	GVB - Debit Card		.00	11,295.78-
01/31/2024	66 Mes	a County - renew permit	51-00-4590	Capital Outlay Water	GRANT	35.00	
01/31/2024	67 Mes	a County - renew permit conv fee char	51-00-4590	Capital Outlay Water	GRANT	1.23	
01/31/2024	68 Ster	nner Pump - WWTP pump replacement	52-00-4367	Rep.& Maint. Sewer -tr	eatment	463.01	
Total CASH D	ISBURSEMENTS	- Debit Card Charges GVB (CD112):				11,295.78	11,295.78-
References: 68	Transactions: 68	3					
Total 124:						11,295.78	11,295.78-
Grand Totals:						11,295.78	11,295.78-

Report Criteria:

Includes the following check types:

Manual, Payroll, Supplemental, Termination, Transmittal
Includes unprinted checks

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Description	GL Account	Amount
02/03/2024	CDPT			COLORADO DEPARTMENT OF R	2	State Withholding Tax State Withh	01-00-1024	891.00-
02/03/2024	PC	02/09/2024	2023002	Adams, Jenni L.	141		01-00-1024	569.12-
02/03/2024	PC	02/09/2024	2023002	Distel, Karla Jean	129		01-00-1024	891.97-
02/03/2024	PC	02/09/2024	2023002	Matarozzo, Melonie A.	123		01-00-1024	2,633.39-
02/03/2024	PC	02/09/2024	2023002	Nichols, Michael A.	121		01-00-1024	1,646.61-
02/03/2024	PC	02/09/2024	2023002	Todd, Keith C.	112		01-00-1024	159.46-
02/03/2024	PC	02/09/2024	2023002	Vig, Michael A.	142		01-00-1024	833.46-
02/03/2024	PC	02/09/2024	2023002	White, Rory C.	126		01-00-1024	1,347.36-
02/03/2024	CDPT	02/16/2024	4110848	CCOERA	8	Retirement CCOERA Pay Period:	01-00-1024	2,387.77-
02/03/2024	CDPT	02/23/2024	4110849	AFLAC	11	Supplemental Insurance Accident I	01-00-1024	138.18-
02/17/2024	CDPT	02/23/2024	4110849	CCOERA	8	Retirement CCOERA (taxed volunt	01-00-1024	2,398.80-
02/17/2024	CDPT	02/23/2024	4110849	COLORADO EMPLOYEE BENEFI	15	Adjust emp 126 life	01-00-1024	7,761.48-
02/03/2024	CDPT	02/23/2024	4110849	EFTPS	13	tax deposit Social Security Pay Pe	01-00-1024	2,452.64-
02/17/2024	PC	02/23/2024	2024002	Adams, Jenni L.	141		01-00-1024	614.29-
02/17/2024	PC	02/23/2024	2024002	Distel, Karla Jean	129		01-00-1024	891.97-
02/17/2024	PC	02/23/2024	2024002	Matarozzo, Melonie A.	123		01-00-1024	2,633.39-
02/17/2024	PC	02/23/2024	2024002	Nichols, Michael A.	121		01-00-1024	1,646.61-
02/17/2024	PC	02/23/2024	2024002	Todd, Keith C.	112		01-00-1024	155.44-
02/17/2024	PC	02/23/2024	2024002	Vig, Michael A.	142		01-00-1024	833.46-
02/17/2024	PC	02/23/2024	2024002	White, Rory C.	126		01-00-1024	1,347.36-
Grand	Totals:							32,233.76-
			20					

Town of Collbran	Check Register - Board Report Pay Period Dates: 01/21/2024 - 02/17/2024	Page: 2 Feb 29, 2024 5:49PN	
Depart Criteria			

Report Criteria:
Includes the following check types:
Manual, Payroll, Supplemental, Termination, Transmittal
Includes unprinted checks

DR 8400 (03/31/23)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

#### **Submit to Local Licensing Authority**

MAIN STREET LIQUOR PO BOX 211 Collbran CO 81624

#### APPLICANT ID: 668866

Fees Due	
Renewal Fee	352.50
Storage Permit \$100 X	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

## **Retail Liquor License Renewal Application**

Please verify & update all information below Re		Return to city or county licensing authority by due date				
Licensee Name NC2CO LLC			Doing Business As Name (DBA) MAIN STREET LIQUOR			
Liquor License # 03-11471	License Type Retail Liquor Store (city)					
Sales Tax License Number  Sales Tax License Number  Sales Tax License Number  04/07/2024				Due Date 02/22/2024		
Business Address 107 MAIN STREET Collbran	CO 81624					Phone Number 9704873392
Mailing Address PO BOX 211 Collbran CO 8	1624			Email MAIN 51	TLIQUO	32018@Gmail.w
Operating Manager	Date of Birth Home Address	s AIN ST (	CollBax			Phone Number 970-31Z-62Z5
1. Do you have legal pos	Do you have legal possession of the premises at the street address above?      Yes □ No     Are the premises owned or rented? ☑ Owned □ Rented* *If rented, expiration date of lease					
	rage permit, additional optiond corner and include all fee			vice area, or r	elated facility?	? If yes, please see the
3a. Are you renewing a tal delivery license priviles	keout and/or delivery permit ges)	? (Note: must h	old a qualify	ing license ty	pe and be aut	horized for takeout and/or
3b. If so, which are you re	newing? Delivery	☐ Takeout ☐	☐ Both Take	out and Deliv	ery	
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?						
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?						
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.   Yes No						
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation.   Yes  No						

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation.   Yes  No			
8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. Yes			
Affirmation & Consent I declare under penalty of perjury in the second degree that this applest of my knowledge.	olication and all attachments are true, cor	rect and complete to the	
Type or Print Name of Applicant/Authorized Agent of Business Title			
EDWARD H DALRYMPIE PRESIDEN			
Signature		Date 2 - 09 - 2024	
Report & Approval of City or County Licensing Authority  The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.  Therefore this application is approved.			
Local Licensing Authority For		Date	
Signature	Title	Attest	

# Tax Check Authorization, Waiver, and Request to Release Information

Information (hereinafter "Waiver") on behalf of NC 2 Co to permit the Colorado Department of Revenue and any ot documentation that may otherwise be confidential, as providing self, including on behalf of a business entity, I certify the Applicant/Licensee.	her state or located below. If I are	(t al taxing authority to m signing this Waive	ne "Applicant/Licensee") o release information and er for someone other than
The Executive Director of the Colorado Department of Re Colorado Liquor Enforcement Division as his or her agents, obtained pursuant to this Waiver may be used in connection ongoing licensure by the state and local licensing authori ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 2 obligations, and set forth the investigative, disciplinary and litake for violations of the Liquor Code and Liquor Rules, incl	clerks, and em with the Applic ties. The Color 203-2 ("Liquor censure actions	ployees. The inform cant/Licensee's liquidado Liquor Code, s Rules"), require con s the state and local	nation and documentation or license application and section 44-3-101. et seq. appliance with certain tax licensing authorities may
The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.			
By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.			
Name (Individual/Business)	0 1 2 4		r/Tax Identification Number
EDWARD H DALRYMPIE NC2C	o LLC	03-22	274513
107 MAIN ST			I-
COLBRAN		State C 🗅	81624
Home Phone Number	Business/Work Ph	one Number	. 10.77
970-312-6225 Printed name of person signing on behalf of the Applicant/Licensee		970-48	7-3392
Applicant/Licensee's Signature (Signature authorizing the disclosure of conf	fidential tax informa	tion)	Date signed
Edward H D. L			2-09-2024
Privacy Ac Providing your Social Security Number is voluntary and no right of refusal to disclose it & 7 of Privacy Act 5 USCS & 6		privilege provided by	y law will be denied as a

# PLATEAU VALLEY SCHOOL

56600 CO-330 Collbran, CO 81624 Telephone: (970) 487-3547 Fax: (970) 487-3876

Trevor J. Long - Principal

John Holmes — Asst. Principal

February 22, 2024

Board of Trustees Town of Collbran 1010 High Street Collbran, CO 81624

RE: Connection to the Town of Collbran Water Distribution System,

Plateau Valley School District #50

Dear Board of Trustees for Town of Collbran,

The intent of this letter is to request connection to the Town of Collbran's (Town) existing water distribution system. After thorough consideration of the water system analysis completed by WestWater Engineering for the proposed Plateau Valley School District (District) school, the District has concluded that connecting to the municipal water supply is the most viable option for meeting our water needs efficiently and reliably. Moreover, the District is aware of the benefits such a connection provides, including increased water quality, reliability, and the convenience of not having to manage private water sources.

To proceed with the connection and extension, the District is prepared to fulfill necessary requirements such as fees for connection, application, and installation. The District will submit a waterline extension application along with design plans and necessary supporting documents for review of compliance with the Town's adopted waterline standards and specifications for approval by the Council.

The District acknowledges the waterline extension process is a multi-step process that generally includes the following. Upon final testing and completion of the new waterline, the Town will issue its Notice of Initial Acceptance and the new waterlines shall become the property of the Town. The Notice of Initial Acceptance date shall designate the beginning of the one-year warranty on the extension relative to the original construction. At the end of the one-year warranty period, the District would apply for a final acceptance of the extension if the extension still meets all standards of the Town, and if there are no items of repair or maintenance yet to be performed by the District's contractor, then the Town shall give final acceptance and shall assume full maintenance of the Extension, subject to the provisions their agreement. The Town would not assume ownership or responsibility for the maintenance of any private service lines beyond the water meter location. The District would be responsible for the maintenance of all service lines from the point of the water meter location to the point of service into the property.

The District is aware of the fairly substantial water system costs. Two immediate funding options are available that could substantially reduce costs for the District and the Town and are briefly discussed as follows.

State Revolving Fund Program. The Colorado Water Resources and Power Development Authority (Authority) administers the State Revolving Fund (SRF) loan program – more specifically the Drinking Water Revolving Fund (DWRF). If the Town plans to apply for funding through the DWRF program, the first step is to submit a

pre-qualification form to Colorado Department of Public Health and Environment (CDPHE) Water Quality Control Division (Division). Pending review and approval of the pre-qualification form, the Division would then schedule a pre-application meeting. Pending approval of the pre-qualification form at the pre-application meeting, the Town would submit a Project Need Assessment (PNA), of which the PER completed by WestWater Engineering for the District's water system can be used as a basis for formatting the PNA.

The DWRF loan application cycles are typically held at different times throughout the year on the 5<sup>th</sup> day of every other month starting in January. The Authority Board usually considers the SRF loan applications at their Board meetings held in January, March, April, June, August, October, and December.

Since the Town of Collbran was previously considered a Disadvantaged Community (DAC), the Town could be eligible for a Bipartisan Infrastructure Law (BIL) principal forgiveness loan (up to 49%), and/or Planning and Design Grants through the Authority. The Town's water rates would need to be established to provide adequate loan coverage (typically 110% of revenues to expenses plus any debt service payments).

Department of Local Affairs Energy Impact Assistance Fund. A fourth possible funding source is through the Department of Local Affairs (DoLA) Energy Impact Assistance Fund (EIAF). The EIAF is funded through severance taxes on mineral and mineral fuel extraction and is a grant program used to assist energy impacted communities with various capital improvements. DoLA has established two Tiers for funding applications - Tier I is for projects under \$200,000 that can be approved administratively by DoLA, and Tier II is for projects between \$200,000 and \$1,000,000 that are reviewed and ranked through an Energy Impact Advisory Committee to determine which projects will be awarded funding.

The Town may qualify for EIAF grant due to the extensive natural resource extraction in Mesa County. The DoLA EIAF grant program also usually requires a 50% match from the qualifying grant recipient. The EIAF has also established a grant program to help entities complete the necessary design and permitting for a project. Application cycles for the EIAF program are usually April 1, August 1, and December 1 of each year.

In conclusion, the District is eager to establish a connection to the existing waterline maintained by the Town. The District believes that this connection will not only benefit the District but also contribute positively to the community's future infrastructure. Using a combination of the aforementioned funding options, the only financial obligation resulting for the culmination of funding programs could be satisfied by tap fees paid by the District.

As your probably aware, time is of the essence for the waterline extension project. The District must have the waterline infrastructure in place and operation by Spring of 2025 to successfully open the new school building. To meet deadlines of the funding options, the Town would need to start application by the June 5<sup>th</sup> deadline. Thank you for considering the request to connect to the Town's water distribution system. We look forward to your response and to working together to facilitate the connection process.

Respectfully,

Trevor Long

Superintendent of Schools

Plateau Valley School District 50

### PRELIMINARY ENGINEERING REPORT

## PLATEAU VALLEY SCHOOL NEW PK-12 SCHOOL OFF-SITE WATER AND SEWER SUPPLY AND DISTRIBUTION ALTERNATIVE ANALYSIS

January 2024

Prepared for:

**Plateau Valley School District 50** 

### Prepared by:



Consulting Engineers and Scientists
2516 Foresight Circle #1, Grand Junction, CO 81505 Telephone: (970)241-7076

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Sewer System Engineer's Opinion of Probable Cost with Supporting Figures

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#### **DEFINITIONS**

CDPHE Colorado Department of Public Health and Environment

District Plateau Valley School District
Division Water Quality Control Division
EQR Equivalent Residential Unit

GPD Gallons Per Day
GPM Gallons Per Minute
GS Galvanised Steel
GW Groundwater

GWUDI Groundwater Under Direct Influence of Surface Water

IFC International Fire Code

NFPA National Fire Protection Association ORC Operator in Responsible Charge

PVC Polyvinyl Chloride

PWSP Public Water Sytem Permit SEO State Engineers Office Town Town of Collbran TSH Total Static Head TDH Total Dynamic Head VFD Variable Frequency Drive

### 1.0 EXECUTIVE SUMMARY

The analysis of water and sewer systems involves an examination of the infrastructure, operations, and efficiency of these utilities for the new Plateau Valley PK-12 school. It encompasses assessments of water sources, treatment requirements, distribution networks, and the wastewater lift station. Each alternative developed evaluates the systems' capacity, functionality, and condition to identify areas for improvement, potential vulnerabilities, and opportunities for optimization. This analysis often includes water quality considerations, regulatory compliance, pressure zones, and sustainability initiatives. By completing such assessments, the District can make informed decisions when considering and selecting alternatives with information necessary to implement strategies to provide reliable, resilient water and wastewater systems essential for the new school.

#### 1.1 Water System

When considering water system alternatives, two alternatives (see Section 3.0 – Domestic Water System Alternatives) were refined for further evaluation to provide a feasible water supply for the new school building.

A new waterline connected to the Town of Collbran's (Town) distribution system (Alternative 1 and 2) offers numerous benefits and aligns with the District's overall needs. The Town's domestic water distribution infrastructure is limited by pipe size; however, new waterline infrastructure can be constructed to increase operational capacity and provide the required flows to the new school. Installation of a waterline will provide several advantages, including reliability, water quality, and elimination of the District's permit through the Division, allowing District staff to focus on other maintenance and operation tasks. The increased cost of connecting to the Town's waterline is offset when considering the increased annual operating costs and additional water system components associated with other possible alternatives.

After analyzing and considering various water system alternatives, it is recommended to connect to the Town's water distribution system and construct a new water storage tank as described in Alternative 2. Connecting to the Town's domestic waterline ensures consistent access to clean water while benefiting from centralized maintenance and treatment facilities. Alternative 2 offers reliability and adherence to the rigorous safety standards of the Division and IFC, aligning well with the District's need for a dependable water supply while improving the Town's domestic water system. Alternative 2 will provide reliable service to the school and adequate service for future development.

#### 1.2 Wastewater System

The school's wastewater is currently managed by an existing lift station owned by the Town of Collbran, which was updated in 2017 with new non-clog pumps and improved volutes. The existing lift station was constructed above the Plateau Creek flood plain with a finished grade approximately 15-feet below the school's finished grade. The improvements were specific to replacing the pumps and volutes, suction piping, and updating the self-prime system. The existing control panel, wetwell, and related infrastructure were not replaced or reconditioned. The location of the existing lift station is difficult to access, especially during inclement weather.

Alternative 1 considers adding a second wetwell to provide emergency storage, updating the control panel, and improving the existing wet well (e.g., cleaning and coating). Alternative 1 would use the existing 10 hp Smith and Loveless lift station pumps determined to have sufficient capacity to manage the increased loading from the proposed school building. Alternative 1 would also include adding a second wet well to provide the required emergency wastewater storage in conformance with division regulations in case of mechanical failure or an electric service outage.

Alternative 2 proposes to relocate the lift station upgradient to the designated utility area of the school's current site plan. A new wetwell would be constructed with modern corrosion protection, a new Gorman-Rupp lift station pump package, and modern telemetry. The new lift station location would provide improved access for emergency conditions, with one wet well sized for the new school population.

Constructing a new lift station, as outlined in Alternative 2, is recommended. By relocating the lift station to this new site, maintenance activities can be streamlined, ensuring prompt response to any operational issues or emergencies. Additionally, the new location allows for better integration with existing infrastructure and facilitates future expansion or upgrades as needed, promoting scalability and adaptability in the District's wastewater system.

### 2.0 PROJECT INFORMATION

#### <u>2.1</u> <u>PURPOSE</u>

The purpose of this Preliminary Engineering Report (PER) is to provide an alternative assessment for domestic water and sewer system improvements that will be economically feasible for the Plateau Valley School District 50 (District) to implement for the proposed new Plateau Valley PK-12 School.

The PER will provide alternatives based on design criteria and unit process sizing/configuration and incidental improvements, if necessary, to implement said proposed improvements.

#### 2.2 SURVEY AND WATER MODEL INFORMATION

WestWater Engineering completed a preliminary survey on December 14, 2023 using RTK survey equipment to develop actual elevations of existing system components. Survey information was collected in the Mesa County Local Coordinate System - Mesa Collbran Area (MCLCS-MCA). The vertical datum is based on the North American Vertical Datum of 1988 (NAVD 88).

The Town's water distribution system was modeled in EPANET using data derived from the Town's GIS mapping and existing historical water system maps. The water model was calibrated using flow tests collected on different site visits with flow meters and pressure gauges completed by Town of Collbran personnel. Flow testing was completed to evaluate TDH at the Job Corps fire hydrant. The flow test resulted in a TDH of 136.3-feet (59 psi) that included flow tests at various vicinity fire hydrants in addition to actual daily demand occurring in the Town's distribution system.

The model is subject to some margin of error since GIS mapping and historic mapping do not correlate pipe sizes in the distribution system.

#### **<u>2.3</u>** <u>DECREED WATER RIGHTS</u>

Water rights from the *Resource Engineering Inc Plateau Valley School Rights Study* Dated May 23, 1991, are summarized below. Water rights were reviewed to ensure that future improvements to the school water system would not be subject to insufficient water supply.

Water rights owned by the District include 0.36 cubic feet per second (CFS) at the lles Spring Pipeline No. 1 that can meet all demand, except for peak irrigation, and has senior rights not subject to rights calls on Plateau Creek. The District also owns conditional water rights for two additional springs.

Circa 1987, the District purchased an additional 0.099 CFS in the lles Spring Ditch with similar senior rights to the Spring and Pipeline No.1 rights.

Total senior water rights are 0.459 CFS (205.9 gpm). The conditional water rights for the two additional springs are unknown and are junior rights subject to calls on Plateau Creek.

#### 2.4 EXISTING WATER SYSTEM DESCRIPTION

The District owns and operates a domestic water treatment and distribution system under the Colorado Public Water System (PWS) #CO0239615 administered by the Colorado Department of Public Health and Environment (CDPHE) Water Quality Control Division (Division) near the Town of Collbran, Colorado (Figure 1 - Vicinity Map). The PWS is currently permitted as a groundwater (GW) Non-Transient, Non-Community system, serving a maximum population of 386. The spring collection system finished water storage tank and transmission main are located on an adjacent parcel south of the school (Figure 2 - Existing System Map) - the District does not own the parcel with said infrastructure. The disinfection system and related metering components are located on-site in a subgrade treatment room attached to the District's existing school building.

#### 2.4.1 Springs Collection Structures

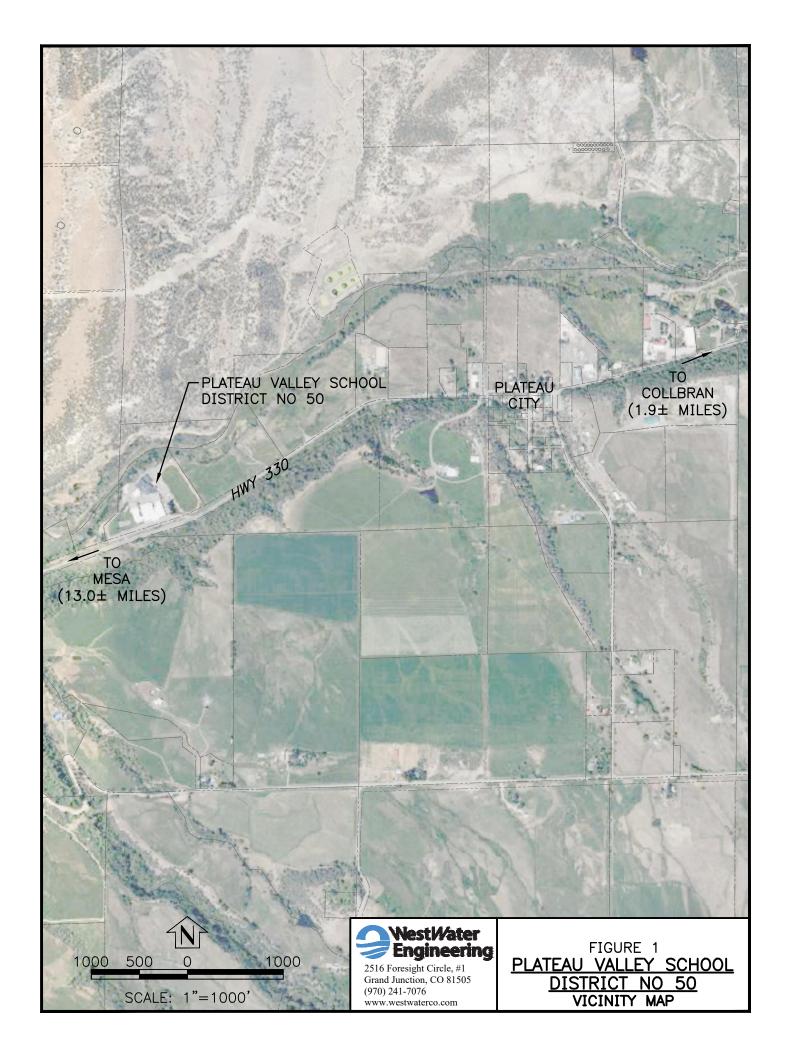
JVA Consulting Engineers (JVA) previously analyzed the spring collection system (water System Overview) on January 8, 2020. Spring collection structures #1 and #3 provide domestic water to the school, and spring collection structures #2 and #4 provide irrigation water for the school grounds. The JVA Water System Overview found that the spring collection structures were generally in good condition for their age and functioning for their intended purpose. The report further outlined that although the springs were functioning, they were not capturing all of the spring flow and recommended the replacement of Spring Structures #1 and #3, which are currently used for domestic water.

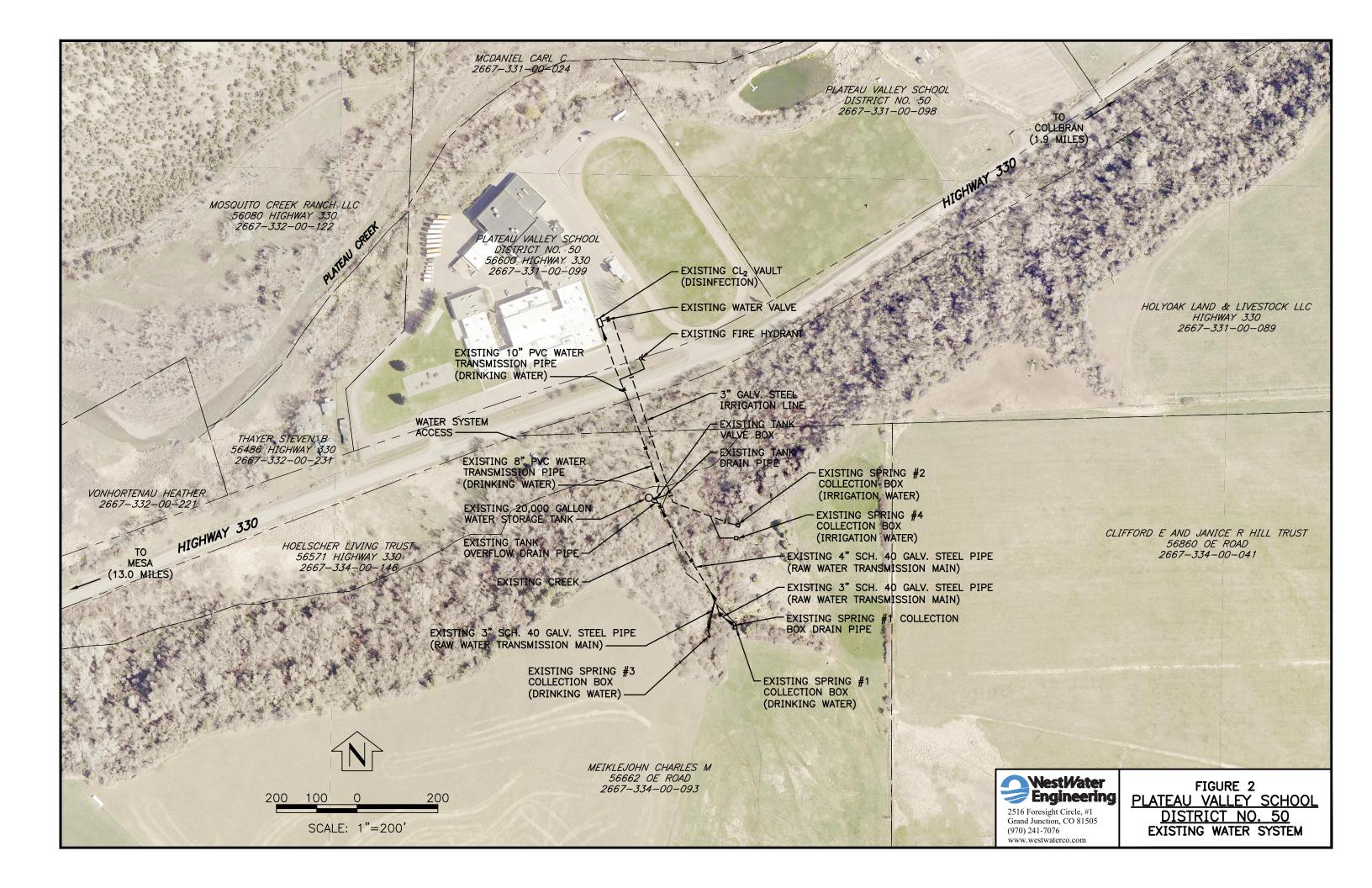
WestWater Engineering (WestWater) generally agrees with the findings of the JVA Water System Overview. Over time, the spring collection structures can foul, restricting flow and limiting collection. The spring collection boxes have concrete walls, a lid, an entry hatch, an overflow, and a perforated 4-inch PVC collection pipe embedded in ¾-inch washed rock. The age of the existing system may contribute to the following: Sediment Accumulation, Clogging of Perforated Pipes, Maintenance Challenges, Water Quality Concerns, Limited Filtration Capacity, and Structural Stability.

#### 2.4.2 Raw Water Transmission Main

The existing raw water transmission main consists of 3-inch (±83-feet each lateral) and 4-inch (±303-feet) Galvanized Steel (GS) pipe connecting the spring collection structures to the existing water storage tank via an 8'-4" x 10'-4" concrete valve vault. The raw water transmission main was installed circa 1987. During our on-site inspection, we could not verify the pipe's condition due to snow cover and use. The pipe runs full due to hydraulic conditions and delivers sufficient water to the water storage tank for the current demand. As configured, the total static head available to the water storage tank is 73.4-feet (31 psi), allowing the 4-inch GS transmission main to convey approximately 224 gpm.

It is expected (in part due to age) that the existing galvanized steel raw water transmission's interior is becoming restricted due to the formation of deposits, commonly referred to as "tuberculation." This phenomenon is primarily attributed to the following factors: mineral deposits in the water, corrosion, microbial growth (most prevalent), and water chemistry/pH





levels. The previously stated estimated flow capacity assumes tuberculation has occurred but only to a 10% reduction in diameter in the 4-inch GS pipe diameter.

#### 2.4.3 Existing Water Storage Tank

The existing water storage tank is a column and rafter steel above-ground tank with a capacity of 20,000 gallons. Tank dimensions are 15 feet in diameter x 18 feet in height. The overall tank condition appears to be good; it is unknown if divers have internally inspected the tank or if it has been coated in the past. The existing tank is constructed at the toe of a relatively steep embankment with marginal access around the tank. The tank site has become overgrown with vegetation, and the perimeter fence requires repair. The existing tank is configured with an 8-inch GS inlet/outlet pipe, a 6-inch GS overflow drain to daylight, and a  $2\frac{1}{2}$ -inch GS tank drain. A 24-inch diameter Class D blind flange manhole provides access to the tank. An existing stream flowing north to Plateau Creek manages overflow water from the water storage tank.

A 4-inch altitude valve controls the water level in the storage tank. The altitude valve works by differential pressure to determine if the tank is full. The altitude valve does not appear fully functional, as evidenced by water running through the overflow pipe during our site inspection in December 2023.

Similar to the spring collection structures, the existing water storage tank was also evaluated by JVA Water System Overview analysis. The report's findings suggested that the existing tank does <u>not</u> have the capacity to provide sufficient fire flow storage and should be increased to 72,000 gallons, which was based on building parameters provided to JVA at the time of the report. WWE agrees with the conclusion of insufficient fire flow but disagrees with the volume proposed for the required fire flow for the proposed school building, which will be approximately 104,000 square feet.

For the square footage of the new building ( $\pm 104,000$  sq ft), the International Fire Code (IFC) and National Fire Protection Association (NFPA) specify a minimum fire flow of 6,750 gpm for three (4) hours (Standard 1, Table 18.4.4.2.1). However, because the building will have a quick response automatic sprinkler system, the demand can be reduced by 75% per Standard 13, regulation 18.4.4.32 to not less than 1,000 gpm while maintaining the duration in Table 18.4.4.2.1. In addition, the fire demand must be the most stringent of either the fire sprinkler system or the end of the hose. The reduced fire flow was determined to be  $\pm 1,600$  gpm, which is more than the fire sprinkler demand of  $\pm 750$  gpm.

To establish fire flow water storage, a new 380,000-gallon tank  $(1,600\pm$  gpm for four hours) would be required, or an additional tank that would supply 360,000 could be constructed to offset the existing 20,000-gallon tank. The tank volume needed accounts for water production from springs/treatment at a rate of 200 gpm to minimize the tank size from 405,000 gallons.

#### 2.4.4 Distribution System Piping

An 8-inch PVC water transmission main extends from the water storage tank valve vault, connecting to the school 10-inch PVC waterline. The 10-inch PVC waterline extends to the below-ground water treatment room for connection to the existing school water disinfection

system. One fire hydrant is available near the east entrance of the school. One distribution valve was located near the school building outside the existing treatment room.

#### 2.4.5 Disinfection

A liquid sodium hypochlorite system provides disinfection for the existing water supply in conformance with the CDPHE Water Quality Control Division water quality requirements for GW. The original disinfection system was installed circa 1987 and was improved in 2005. Improvements included replacing the existing chlorine contact tanks with new 500-gallon baffled glass-lined tanks to enhance the mixing of sodium hypochlorite and contact time. Several piping changes were also completed to realign the new waterline to the new building expansion.

The existing system uses two pulse feed pumps (one for redundancy, CDPHE requirement), a 30-gallon chemical mixing tank, and an injector before the chlorine mixing tanks. As water enters the treatment room piping, sodium hypochlorite is injected, where it is mixed and meets the required contact time before entering the school distribution piping. Generally speaking, the existing water treatment room, yard piping, and connections have remained unchanged, and the system is adequate for the current system configuration.

#### 2.4.6 Irrigation

The existing water system comprises separate piping that provides irrigation water to the school for exterior use. Spring collection vaults #2 and #4 provide water at an unknown rate for irrigation purposes. The existing 3-inch GS irrigation piping is believed to parallel the existing water transmission main and distribution piping. Irrigation piping is routed through the existing water treatment room of the current school building as distributed across the site.

The existing irrigation system supply and piping are not proposed for changes. The existing system is said to provide adequate water for irrigation and functions as intended. Some work to reconnect irrigation piping will be required since the existing treatment room will be demolished as part of the new school building construction. The District plans to maintain the operation of the springs for irrigation of the improved site.

The irrigation piping could also support fire flow for system alternatives that cannot produce the required water volume. For example, the irrigation water could fill a separate water storage tank to reduce demand from any of the proposed domestic water systems.

#### 2.5 EXISTING SCHOOL WATER USE

Past water use has been collected and recorded by the Plateau Valley School (PVS) ORC from the flow meters installed as part of the original system. The meters are not connected to online analyzers and are manually read on a monthly basis. Past water use is shown in Table 2-1 for a 4-day school week. The school's domestic water use is relative to the wastewater and corresponds to the lift station flows that average 4 gpm. Current use is based on a daily population of approximately 230±.

Table 2-1 School Water Usage for 2023

Meter Read Date	Domestic Water Meter Value (Gallons/Month)	Monthly Flow Avg (gpd)
01/20/2023	11,436,600	1,658
02/08/2023	11,496,600	3,158
03/01/2023	11,537,300	2,142
03/13/2023	11,564,700	1,442
04/02/2023	11,605,800	2,163
05/05/2023	11,670,400	3,400
06/05/2023	11,715,800	2,389
07/06/2023	11,744,700	1,521
08/06/2023	11,787,900	2,274
09/05/2023	11,854,600	3,511
10/03/2023	11,914,700	3,163
11/02/2023	11,971,600	2,995
12/04/2023	12,011,800	2,116
Total` Average Demand	47,933	2,661

### 2.6 LIMITATIONS/CHALLENGES OF CURRENT WATER SYSTEM

The concerns/issues identified in the existing system description are summarized below and have been determined to be limiting conditions for reliably providing domestic water to the new school.

1. The PWSP is currently permitted as a groundwater (GW) Non-Transient, Non-Community system, serving a maximum population of 386. Increasing demand for the proposed school's increased population (536) will require modifying the District's PWS permit. Modifying a current permit through the Division will require a Basis of Design (BDR) submittal, which entails preparing design plans and supporting documentation for any proposed improvements/changes and correcting any previous deficiencies/violations. Currently, the District does not have any corrective actions or violations.

However, as part of the Division's last sanitary survey, dated May 27, 2022, the survey noted that Spring #1 and Spring #3 may be under the direct influence of surface water as defined by Regulation 11, Section 11.3(37). This has triggered a future evaluation of the source by the Division to determine if a reclassification to Groundwater Under the Direct Influence (GWUDI) of surface water is warranted. The Division has not determined when the evaluation will occur; however, it is expected to occur at the following sanitary survey. The sanitary survey results could be impactful since reclassification of the spring sources could occur.

The direct result of the GWUDI evaluation/reclassification is the possibility that anything installed for the new school could be subject to additional future costs to update for GWUDI treatment (e.g., testing, evaluation by the Division, purchase, and installation of the new treatment system, etc.). Mitigation for the expected change could be evaluated prior to the Division completing its evaluation by collecting and sending raw water samples for a Microscopic Particulate Analysis (MPA) to determine if source water will be subject to reclassification.

- 2. Typically, the design life for spring collection structures ranges from 25 to 50 years (dependent on site and water characteristics). The spring collection structures are approximately 38 years old and exhibit reduced flow characteristics. The spring collection structures should be reconstructed using modern design parameters to ensure all water owned by the District is collected/captured. In addition, the spring collection structures were noted in the past survey as not meeting the minimum depth to remove the possibility of influence from surface water. Future repairs may require that collection springs become wells to provide the minimum depth of separation, thereby removing the possibility of influence from surface water.
- 3. The existing 3- and 4-inch galvanized steel raw water transmission main will continue to restrict water flow, reducing its ability to convey adequate water from the spring collection structures. At a minimum, the raw water transmission mains should be replaced with new 6-inch C900 PVC piping.
- 4. The existing water storage tank cannot meet current or proposed fire flow volumes. Water storage required for the new building is based on the International Fire Code (IFC) and will require an additional tank near the existing tank or a completely new tank onsite. The water storage tank dimensions would be approximately 60 feet in diameter and 18 feet in height to accommodate the required storage volume.
- 5. The school location is a significant limiting condition if extending the Town's waterline is considered. The school is located geographically approximately one (1) mile from the Town's nearest waterline connection and is limited by the surrounding topography. Improvements could require additional easements, utility permits from various overseeing municipal entities, and cooperation with private property owners.

### 2.7 CONNECTION TO THE TOWN OF COLLBRAN WATER SYSTEM

The Town of Collbran's water distribution system generally consists of 2-, 4-, 6-, and 8-inch PVC and Ductile Iron pipes with associated valves and fire hydrants. The majority of the Town's existing distribution pipe is 6-inch ductile iron.

The distribution system can provide the required driving head (pressure) to the school site with improvements to the distribution system. The Town's water storage tanks' elevation generates 263 feet of TSH or 114 psi. Since the school is substantially below the Town's blueline (the minimum elevation to provide 20 psi TDH), the Town's 6-inch ductile iron distribution piping will be the limiting condition to provide fire flow over 600 gpm to the new school building.

### 3.0 WATER SYSTEM ALTERNATIVES

Alternative water systems analysis involves examining and assessing water management and supply approaches. The alternatives explore strategies that utilize the existing groundwater classification for the existing school supply source but also address possible reclassification of the existing source by the Division as well as new water sources. The goal is to identify and evaluate feasible alternatives, effectiveness, and system impacts to provide a long-term reliable water supply for the new Plateau Valley School.

A total of two water system alternatives were considered, with discussion regarding the specifics of each alternative. Each alternative was developed to compare positives and negatives, demand assessment, water quality, source water assessment, infrastructure design, treatment processes, distribution system analysis, and an engineer's opinion of probable cost for comparison.

Fire flow requirements control system demand for each alternative; daily demand is projected to be 5,896 gpd ( $\pm 12$  gpm during an 8-hour period) for a maximum population of 536, or 37.5 equivalent residential units (EQR) per the Town of Collbran Municipal Code 34.12.060. The fire flow used for this analysis is based on NFPA Standard 1, regulation 18.4.4.3.2, which specifies reduction allowances below stated fire flow requires not less than 1,000 GPM for buildings with quick-response automatic fire sprinkler systems. Fire flow used for this evaluation is  $\pm 1,600$  gpm for a duration of 4 hours.

The engineers' opinion of probable cost for each water system alternative is attached in Appendix A with supporting figures. Figures A1 through A2 show an approximate layout for new water system components with the current site plan for the proposed school.

### 3.1 <u>Domestic Water Alternative 1 - Waterline Extension from Town of Collbran</u>

Alternative 1 proposes connecting to the Town of Collbran's (Town) water distribution system at a location that will provide the hydraulics necessary for the minimum fire flow. The Town's nearest waterline connection is located at the Job Corp entrance on Highway 330; however, since the 6-inch DI transmission main is insufficient to provide the fire flow of 1,600± gpm, a preliminary waterline design determined that a new waterline extended from the Town's distribution system near the intersection of South County Road 58 ½ (Grove Creek) and High Street to the new school can provide the required fire flow. Alternative 1 proposes connecting to the Town's existing waterline and extending a new waterline ±9,550-feet west along Highway 330 rights-of-way to the school's entrance (see Figure A1). The new waterline would be comprised of 10- and 12-inch C900 PVC. In addition, a new 8-inch C900 PVC waterline (1,360 L.F.±) would be installed along South County Road 58 ½ Rd (Grove Creek) to High Street, connecting the Town's south water storage tank to the High Street distribution lateral to support the increased flow. Alternative 1 can manage either the fire sprinkler system flow of ±750 gpm or the end-of-hose fire flow of ±1,600 gpm.

The topography of the existing road is undulating, with some overhead utility lines. To help minimize the cost of the new waterline extension, the new waterline would be constructed along the south road right-of-way to minimize asphalt removal and replacement. The new waterline would cross Highway 330 at the school entrance, which would be capped for future connection by the school utility infrastructure.

Once complete, the Town would own and operate the waterline to the school entrance and invoice the school on a wholesale water usage basis from a master water meter near the school entrance. The school would maintain responsibility for all distribution piping within the school grounds.

The waterline length, concerning length and limited use presents some water quality concerns. Since the waterline would be the furthest extent of the Town's drinking water distribution system, it may exhibit issues with chlorine residuals. If chlorine residual concerns are realized (maintaining the required residual chlorine of 0.2 mg/L), the Town's operator could increase dosage at the Town's water treatment plant to maintain the minimum residual or add a booster station in a pre-determined location to inject additional chlorine.

### 3.1.1 Available Pressure (Driving Head)

Based on survey data and flow testing of the Town's water system, the school is within the Town's pressure zone (blue line). Provided the new waterline is constructed as preliminarily designed, residual pressures would be above the minimum requirements for standard plumbing codes to provide a minimum level of service (i.e., 20 psi) during an emergency event. The Town's distribution system hydraulics will provide a TSH of 170-feet (73 psi) at the connection location. In addition, the school elevation is below the waterline connection in Town and would provide an additional TSH of 164-feet (71 psi).

Based on the flow testing and distribution hydraulic modeling, the Town's existing system would support a flow of up to 600 gpm to the school. Therefore, the existing distribution system will not support a fire flow of  $1,600\pm$  gpm without improvements. For this analysis, improvements were planned to accommodate the fire flow and some build-out to the west of Collbran.

A combination of 8-, 10-, and 12-inch AWWA C900 PVC waterline would extend from the school location to the intersection of Grove Creek and High Street in Collbran (approximately 9,550 linear feet). The new waterline extension would replace the existing 6-inch ductile iron that currently extends to the Job Corps location.

A limiting factor of the waterline extension is the Collbran Mesa County (County) Road and Bridge building water service. The County building is at an elevation approximately 130 feet below the Town's water storage tanks, limiting TDH to their water service. During a fire flow event, the service will be near or slightly below the minimum of 20 psi. Based on discussions with the County, the water service already utilizes a booster pump and pressure tank for low-pressure conditions. Since the County is already using a system for said impacts to the system, the low-pressure condition should not be problematic during an emergency event.

### 3.1.2 Town of Collbran Water Supply

Water storage is fundamental to a resilient and reliable water supply system. It ensures that communities have access to a consistent and safe water supply, even under circumstances of increased demand due to additional connections. Adequate water storage must be available to equalize storage during peak demand periods and emergency storage during unexpected interruptions, such as equipment failures or water treatment plant shutdowns. The Town's water

system was evaluated for adequate water storage. Three components were assessed to determine if the Town's water storage system could support connecting the school to its distribution system.

- 1. Maximum day demand storage volume (equalizing storage).
- 2. Fire flow storage volume.
- 3. Emergency storage volume.

Maximum day (equalizing equalizing) demand was derived from the Town's water use data for the last two years. The average day demand was determined to develop the maximum day demand. For systems with no max day demand data, the average day demand is multiplied by a peak factor consistent with similar water systems. A peak factor of 1.85 was assumed based on similar systems (Ute Water Conservancy District in Grand Junction) that utilize irrigation water separate from the domestic water system. The Town's maximum day demand was determined to be 110,206 gallons. The Town's water supply should also provide some emergency storage during other unusual or emergency conditions, such as water treatment plant failure. The emergency storage is determined from the Town's average monthly day. Fire flow storage volume is based on the school's fire flow requirement of 1,600± gpm for a 4-hour duration. Table 3-1 presents the required storage volume based on these requirements.

Table 3-1 Standard Water Storage Requirement for Waterline Extension

Description	Volume Required	Notes
	(Gallons)	
Town of Collbran Max Day	110,206	1.85 Peak Factor
Plateau Valley School Fire Flow	380,000	4-hour Fire Flow
Emergency Storage	59,571	Collbran Avg Day Demand
<b>Total Storage Required</b>	549,777	
<b>Total Storage Available</b>	568,661	Includes Allowable Clearwell Vol.
Volume Remaining	18,884	

The Town's water system does have the water storage requirements to provide a reserve of treated water to minimize supply interruptions due to failures while providing uniform pressure throughout the distribution system using standard tank sizing methods.

To implement Alternative 1, the following improvement plan was developed that includes the following significant items:

- 1. Coordinate utility permitting in CDOT right-of-way.
- 2. Construct a supplemental 8-inch PVC waterline in South County Road 58 ½ and connect to the High Street distribution lateral waterline.
- 3. Construct a new 10- and 12-inch C900 PVC waterline along Highway 330 in CDOT right-of-way to the new school entrance.
- 4. Extend the 10-inch waterline service to the new water room of the new school.
- 5. Restoration of Highway 330 right-of-ways and road crossings along the waterline alignment.

### Advantages and Disadvantages

### Advantages:

- 1. Reliable and continuous water supply.
- 2. Fire protection.
- 3. Supports future development and growth.
- 4. Removes the necessity for a separate ORC, reducing annual operating costs.
- 5. Removal from the CDPHE permit system.
- 6. Minimum storage can be met with the Town's existing storage.

### Disadvantages:

- 1. Limited control as it relates to water usage and fees.
- 2. Dependency on external infrastructure.
- 3. Possible water quality concerns with regard to the length of the pipe and limited usage.
- 4. High initial capital investment.
- 5. Assessment of tap fees to the Town of Collbran.
- 6. Water system hydraulics are at maximum conditions.

The approximate construction cost to connect to the Town of Collbran water system under Alternative 1 is approximately \$1,730,596.75. However, if the Town does not assess tap fees, the estimated cost could be reduced to \$1,519,096.75 (see Table A1 and Figure A1; Appendix A).

### 3.2 Domestic Water Alternative 2 – Waterline Extension and Off-site Storage Tank

Alternative 2 proposes connecting to the Town of Collbran's (Town) water distribution system at the extent of the Town's water distribution system (Collbran Mesa County Road and Bridge Building near 57 ½ Rd). Alternative 2 includes constructing a new 275,000-gallon water storage tank to equalize water use, extension of a new 10-inch C900 PVC water transmission main to the school site (approximately 6,433 L.F.), and connection to the existing 6-inch DI fire hydrant service line on Mesa County property.

The new water storage tank would be integrated into the Town's distribution system by connecting to the existing 6-inch DI transmission main, acting as a buffer between the Town's water distribution system and the school to attenuate the existing distribution's limited capacity. The new tank would mitigate demand for the Town's distribution system and ensure a steady water supply even during periods of high usage, such as fire flow. Alternative 2 would provide the required fire flow and daily demands of the school while providing water for future growth in the surrounding area.

The new tank would be constructed at an elevation approximately 130-feet below the operating level of the existing tanks; therefore, it would operate in its own pressure zone. The tank site would produce a TSH of 223-feet (96 psi) and fill from the Town's distribution system using a

flow control valve set at 300 gpm to control tank filling, eliminating negative impacts to the Town's domestic water distribution system. A new 10-inch waterline would then extend from the new water storage tank to the school's entrance.

Similar to Alternative 1, the Town would own and operate the waterline to the school entrance and invoice the school on a wholesale water usage basis from a master water meter near the school entrance. The school would maintain responsibility for all distribution piping within the school grounds.

This alternative would require acquiring property from Mesa County to construct a new 275,000-gallon water storage tank, primarily benefiting the school. In addition, the tank would require additional volume if future development is planned since the volume is based on school demand (primarily fire flow).

To implement Alternative 2, the following improvement plan was developed that includes the following significant items:

- 1. Coordinate/complete land acquisition and public purpose subdivision through Mesa County Planning.
- 2. Coordinate utility permitting in CDOT right-of-way.
- 3. Construct a new 10-inch C900 PVC waterline along Highway 330 in CDOT right-of-way to the new school entrance.
- 4. Construct a new 275,000 water storage tank with valves and vault.
- 5. Connect the new water storage tank to the Town's existing 6-inch DI transmission main.

### Advantages and Disadvantages

#### Advantages:

- 1. Improves the Town's domestic water system by increasing storage.
- 2. Reliable and continuous water supply.
- 3. Provides fire protection.
- 4. Supports future development and growth.
- 5. Removes the necessity for a separate ORC, reducing annual operating costs.
- 6. Removal from the CDPHE permit system.
- 7. Minimum storage can be met with the Town's existing storage.

### Disadvantages:

- 1. Limited control as it relates to water usage and fees.
- 2. Dependency on external infrastructure.
- 3. Possible water quality concerns with regard to the length of the pipe and limited usage.

- 4. High initial capital investment.
- 5. Assessment of tap fees to the Town of Collbran.
- 6. Public Purpose land subdivision process.

The approximate construction cost to connect to the Town of Collbran water system and construct a new tank under Alternative 2 is approximately \$1,600,504.75 (see Table A2 and Figure A2; Appendix A).

### 4.0 SANITARY SEWER LIFT STATION ALTERNATIVES

Alternative sewage lift station analysis involves reviewing and assessing the current on-site lift station and its performance for the existing and proposed improvements. The assessment consists of reviewing the recent performance and its ability to continue with the addition of increased sewer flow from the new school facility. A physical examination of the lift station included evaluating it to ascertain the condition of the pumps, wet well, electrical system, valves, force main, and location in relation to the new school building footprint.

The existing lift station was constructed in 1984 as part of the Town's Valleywide Sewerage System Improvements Project to provide sewer service to the Town, the Plateau Valley School, and surrounding areas that CDPHE approved under Site Location Approval #3603. The lift station was updated in 2017 to include new Smith & Loveless pumps with X-Clog impellers, new interior wet well suction piping, and a Mission Control data logger.

During the CDPHE's review of Collbran's In-Kind Replacement of the pump motors/rotating assemblies in 2017, the CDPHE called into question the overflow leach field installed as part of the original Site Location Approval. The Town resolved the Division's concerns by disconnecting the tap to the existing leach field and abandoning the leachfield. The Town satisfied emergency storage requirements by using the remaining volume in the wetwell and the sewer service pipe up to the building.

Sewage flow from the school will be increased due to the maximum population increase to 536 instead of the current maximum population of 386, thereby increasing sewage flow by approximately 35%. Since the existing wetwell volume was approved by the CDPHE for the current facility emergency volume, any modifications to capacity will require changes to the existing lift station system or the construction of a new lift station system in another location.

The engineers' opinion of probable cost for each wastewater system alternative is attached in Appendix C with supporting figures. Figures C1-C2 show an approximate sewer system components layout with the proposed school's current site plan.

### 4.1 Sewer Lift Station Alternative 1 - Existing Sewer Lift Station Expansion

The first sewer system alternative evaluated is to expand the existing lift station. The existing system would remain for this alternative, and the appurtenances would be upgraded to meet the increased demand. Alternative 1 does not include an emergency electric service connection since the existing lift station is already connected to the school's electric service, and emergency volume is achieved by adding the second wetwell.

Alternative 1 includes adding emergency storage volume to comply with CDPHE regulations, updating the existing control panel and adding new telemetry, completing site work, and installing additional security fences. The existing lift station is above the 100-year flood plain for Plateau Creek but is substantially below the new school's finished grade elevation. Modifying the existing lift station will require a site application amendment through CDPHE for the increase in capacity and any proposed modifications. The existing lift station location presents difficult conditions when considering the current school site plan and is difficult to access during adverse weather conditions.

The existing lift station will continue to use the 7-year-old 10 hp Smith & Loveless pumps to convey 80 gpm at 86-feet TDH. The increased loading will increase pump cycles by approximately two times, which is within the allowable start cycles per hour for Smith & Loveless pumps. Wetwell volume would be increased to 4,500 gallons by adding a second 6-foot diameter concrete vault approximately 10-feet in depth. The new wetwell would be connected to the existing wetwell via an 8-inch SDR 35 to allow the transfer of emergency overflow. A new control panel is proposed to replace the existing panel for integration of modern telemetry and control.

The existing wetwell would be sandblasted and inspected for deficiencies, followed by coating with a high solids epoxy comparable to Sherwin Williams Sewer-Cote to protect against hydrogen sulfide gas. A new concrete pad is proposed to encompass the lift station site with a new perimeter required by CDPHE.

To implement Alternative 1, the following improvement plan was developed that includes the following significant items:

- 1. CDPHE site application permit modifications.
- 2. Install a new emergency concrete storage wetwell and connect it to the existing wetwell with a new 8-inch SDR 35 PVC.
- 3. Clean and coat the existing wetwell.
- 4. Install new control panel and telemetry.
- 5. Pour new concrete slab connecting to the existing concrete slab.
- 6. Install a new security fence around the perimeter of the expanded site.

### Advantages and Disadvantages

#### Advantages:

- 1. Utilize the existing lift station site application and approved permit (i.e., will still require a site application amendment through CDPHE), minimizing the application and review time required.
- 2. An economical option to maintain service at the school.
- 3. Lift station modifications can be completed while the lift station is in use.

### Disadvantages.

- 1. The lift station wetwell is 41 years old; any work to the wetwell is not guaranteed.
- 2. The lift station location is not ideal, considering the current school site plan.
- 3. The current lift station location limits new infrastructure.
- 4. Access to the existing lift station for maintenance and operation during adverse weather conditions.

The approximate construction cost for expanding the existing list station is approximately \$82,875.00 (see Table B1 and Figure B1; Appendix B).

### **4.2** Sewer Lift Station Alternative 2 – Relocate Lift Station

Alternative 2 would construct a new lift station for the increased building capacity sewage flow in the utility area designated on the current site plan. The new lift station would require two (2) 10 hp self-priming pumps capable of 80 gpm at 86 feet TDH. Relocating the lift station will require extending a new 4-inch PVC force main and connection to the existing 4-inch PVC force main once the existing lift station wetwell has been removed. Relocation will also require extending new electric service and connection to the school's electrical service. The lift station does not require backup generation since an emergency storage volume is built into the wet well system. The depth of the wetwell(s) will be decided once the site plan has been finalized and building sewer elevations can be determined.

Alternative 2 will require a new site application through CDPHE and approval of design plans prior to the start of construction. The existing forcemain crosses Plateau Creek. Therefore, any work to relocate the lift station would require connection to the existing force main to be completed near the existing lift station to avoid environmental permitting through the Army Core of Engineers (404 Permit) for work within the normal high-water channel of Plateau Creek.

To implement Alternative 2, the following improvement plan was developed that includes the following significant items:

- 1. CDPHE site application permitting.
- 2. Site work for the new lift station.
- 3. Construct a new wetwell.
- 4. Install new lift station pump package, controls, and necessary process piping.
- 5. Pour a new concrete pad around the lift station and wetwell.
- 6. Install a new security fence around the perimeter of the new lift station.

### Advantages and Disadvantages

#### Advantages

- 1. The new lift station and wetwell would be sized for the additional sewage flow.
- 2. The design life of a new lift station would exceed the existing lift modifications previously modified in 2017.
- 3. A new lift station would require less maintenance.
- 4. Increased operator efficiency and improved access.
- 5. Less chance for environmental impact from Plateau Creek.

### Disadvantages

- 1. Initial capital cost.
- 2. Removal/abandonment of the existing lift station.
- 3. Site Application and permit process with CDPHE.

The approximate construction cost for Alternative 2 – Relocating the lift station is approximately \$147,145.00 (see Table B2 and Figure B2; Appendix B).

# APPENDIX A WATER SYSTEM ENGINEER'S OPINION OF PROBABLE COST WITH SUPPORTING FIGURES

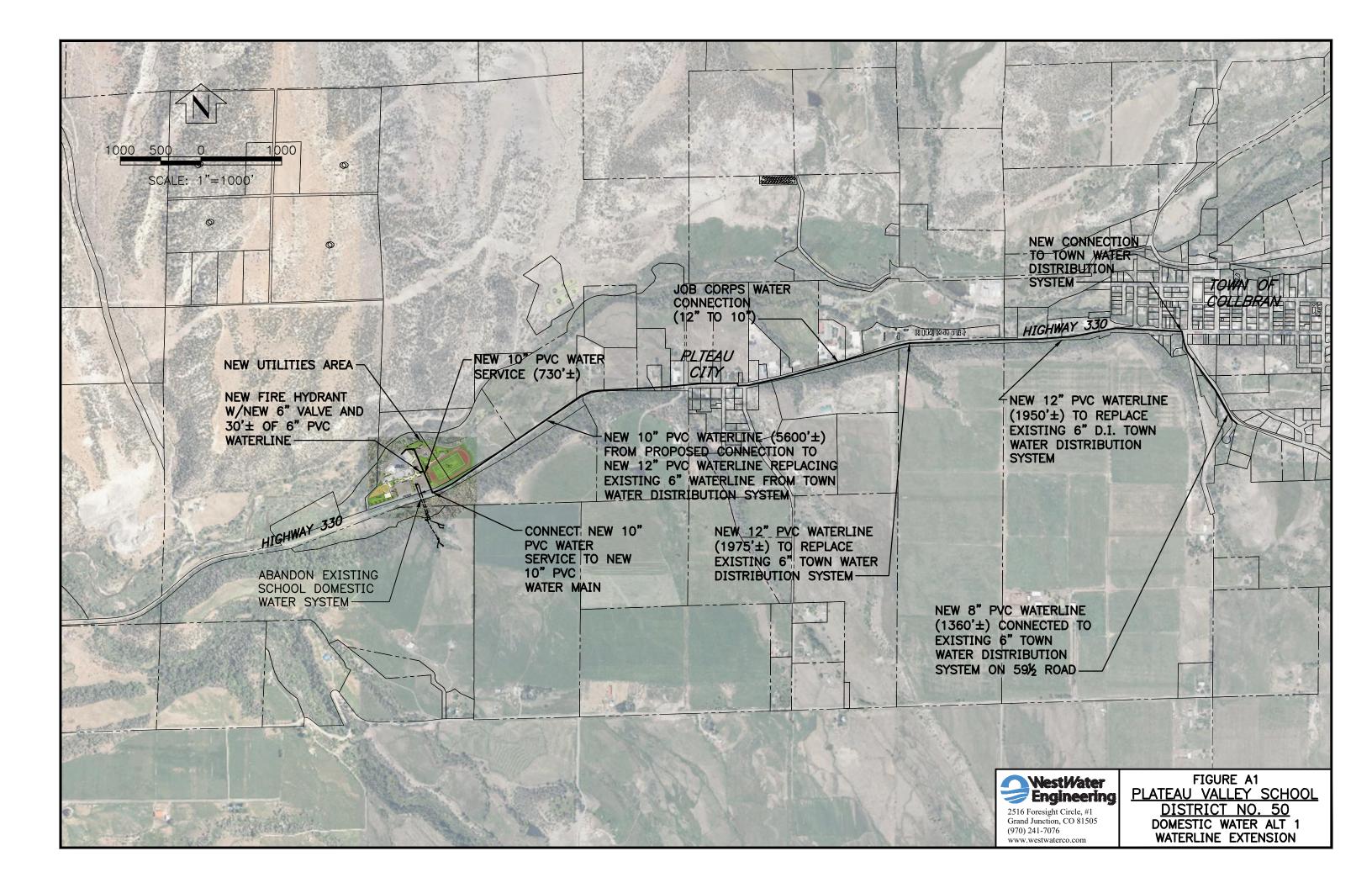


### Plateau Valley School Water System Alternatives Alternative 1

### Waterline Extension from Town of Collbran Preliminary Cost Estimate

### Table A1

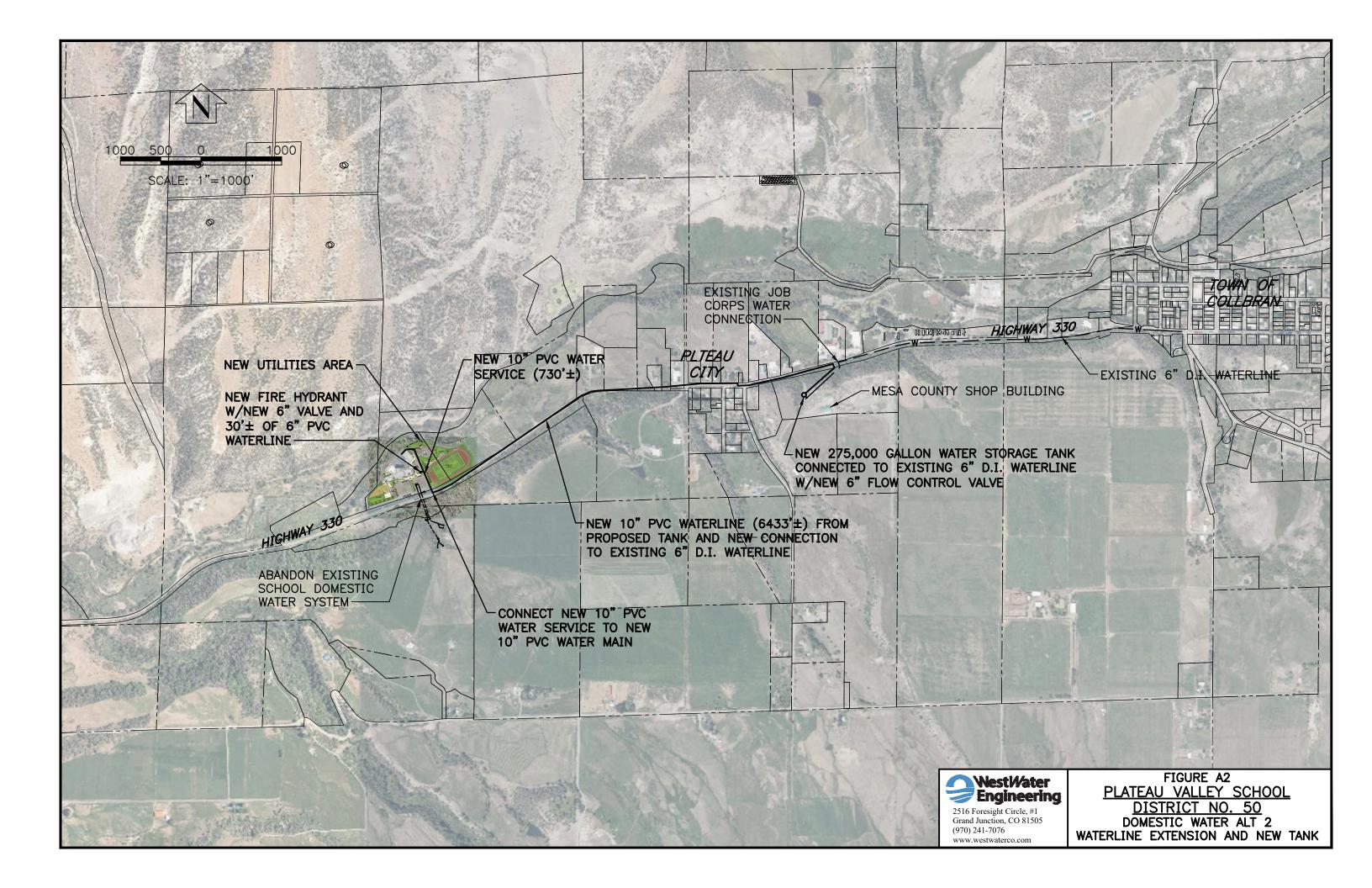
		Total			
	Description	Units	Unit	Unit Price	Total Cost
	GORY W - WATER TRANSMISSION MAIN				
W1	Waterline				
	a. 8-Inch AWWA C900 Class 200 PVC Waterline	1,360	L.F.	\$45.00	\$61,200.00
	b. 10-Inch AWWA C900 Class 200 PVC Waterline	5,633	L.F.	\$56.00	\$315,448.00
	c. 12-Inch AWWA C900 Class 200 PVC Waterline	3,920	L.F.	\$68.00	\$266,560.00
W2	Improved Embedment	5,457	L.F.	\$12.50	\$68,206.25
W3	Import Backfill	8,900	L.F.	\$17.50	\$155,750.00
W4	Unstable Material Excavation	750	C.Y.	\$100.00	\$75,000.00
W5	Concrete Flowfill Backfill	125	C.Y.	\$150.00	\$18,750.00
W6	Waterline Fittings				
	a. 8-Inch Horizontal Bend	2	Each	\$940.00	\$1,880.00
	b. 8-Inch Tee	1	Each	\$1,025.00	\$1,025.00
	c. 10-Inch Horizontal Bend	8	Each	\$1,175.00	\$9,400.00
	d. 10-Inch Tee	4	Each	\$1,281.25	\$5,125.00
	e. 12-Inch Horizontal Bend	3	Each	\$1,410.00	\$4,230.00
	f. 12-Inch Tee	5	Each	\$1,537.50	\$7,687.50
W7	Gate Valves			·	. ,
	a. 8-Inch Resilient Seat Gate Valve with Box	2	Each	\$1,700.00	\$3,400.00
	b. 10-Inch Resilient Seat Gate Valve with Box	11	Each	\$2,125.00	\$23,375.00
	c. 12-Inch Resilient Seat Gate Valve with Box	12	Each	\$2,550.00	\$30,600.00
W8	Connection to Existing 6-Inch DI Waterline in High Street	1	L.S.	\$1,200.00	\$1,200.00
W9	Connection to Existing 6-Inch DI Waterline at Job Corps	1	L.S.	\$1,200.00	\$1,200.00
	Fire Hydrants With Tee and Valve at Main	4	Each	\$5,400.00	\$21,600.00
	New Air-Vac Valve and Vault	3	Each	\$26,000.00	\$78,000.00
	New Water Service Tap (Includes 10-Inch Tap with Valve)	9	Each	\$1,600.00	\$14,400.00
	New Domestic Water Meter Pit, Yoke, Meter	1	Each	\$500.00	\$500.00
	GORY WT - WATER TANK				
WT1	Abandon Existing 20,000 Gallon Water Tank (Reconfigure for Irrigation)	1	L.S.	\$4,500.00	\$4,500.00
BID CATE	GORY TC - TRAFFIC CONTROL				
	Project Traffic Control	1	L.S.	\$80,000.00	\$80,000.00
101	1 Toject 1 talle Collect		2.0.	Ψου,σουίου	400,000.00
BID CATE	GORY R - RESTORATION				
	Site Restoration	1	L.S.	\$24,000.00	\$24,000.00
R2	Reseeding	10	Acres	\$3,000.00	\$30,000.00
	Asphalt Patch	48	S.Y	\$320.00	\$15,360.00
R4	Gravel Surface Restoration Along Right-of-Way	1,100	Tons	\$28.00	\$30,800.00
DID C: T	CODY M. MODY MATTER VA. A DEDITION				
	GORY M - MOBILIZATION & PERMITS		T 0	Φ27.000.00	<b>#27</b> 000 00
	Mobilization	1	L.S.	\$25,000.00	\$25,000.00
MO2	CDOT Permit	1	L.S.	\$6,800.00	\$6,800.00
	Subtotal				\$1,380,996.75
	10% Contingency	1	L.S.	\$138,100.00	\$138,100.00
	Tap Fees (47 EQRs)	47	Each	\$4,500.00	\$211,500.00
	<b>Estimated Construction Cost (No Tap Fees)</b>				\$1,519,096.75
	<b>Estimated Construction Cost (Tap Fees Assessed)</b>				\$1,730,596.75



### Plateau Valley School Water System Alternatives Alternative 2

### Waterline Extension from Town of Collbran and Off-site Storage Tank Preliminary Cost Estimate Table A2

Item No.	Description	Total Units	Unit	Unit Price	Total Cost
BID CATE	EGORY W - WATER TRANSMISSION MAIN				
W1	Waterline				
	a. 6-Inch AWWA C900 Class 200 PVC Waterline	50	L.F.	\$35.00	\$1,750.00
	b. 10-Inch AWWA C900 Class 200 PVC Waterline	6,433	L.F.	\$56.00	\$360,248.00
W2	Improved Embedment	3,242	L.F.	\$12.50	\$40,518.75
W3	Import Backfill	3,200	L.F.	\$17.50	\$56,000.00
W4	Unstable Material Excavation	400	C.Y.	\$100.00	\$40,000.00
W5	Concrete Flowfill Backfill	50	C.Y.	\$150.00	\$7,500.00
W6	Waterline Fittings				
	a. 6-Inch Horizontal Bend	2	Each	\$705.00	\$1,410.00
	b. 6-Inch Tee	1	Each	\$768.00	\$768.00
	c. 10-Inch Horizontal Bend	8	Each	\$1,175.00	\$9,400.00
	d. 10-Inch Tee	4	Each	\$1,280.00	\$5,120.00
W7	Valves				
	a. 6-Inch Resilient Seat Gate Valve with Box	1	Each	\$1,275.00	\$1,275.00
	b. 6-Inch Flow Control Valve (300 GPM)	1	Each	\$1,600.00	\$1,600.00
	c. 10-Inch Resilient Seat Gate Valve with Box	5	Each	\$2,125.00	\$10,625.00
W8	Connection to Existing 6-Inch DI Waterline at County Shop Fire Hydrant	1	L.S.	\$3,700.00	\$3,700.00
W10	Fire Hydrants With Tee and Valve at Main	2	Each	\$5,400.00	\$10,800.00
W11	New Air-Vac Valve and Vault	1	Each	\$26,000.00	\$26,000.00
W12	New Water Service Tap (Includes 10-Inch Tap with Valve)	9	Each	\$1,600.00	\$14,400.00
W13	New Domestic Water Meter Pit, Yoke, Meter	1	Each	\$500.00	\$500.00
	EGORY WT - WATER TANK				
WT1	Abandon Existing 20,000 Gallon Water Tank (Reconfigure for Irrigation)	1	L.S.	\$4,500.00	\$4,500.00
WT2	Site Grading at County Building				
	a. Excavation	550	C.Y.	\$27.75	\$15,262.50
	b. Compacted Fill	120	C.Y.	\$37.00	\$4,440.00
WT3	Tank Foundation Excavation	630	C.Y.	\$13.75	\$8,662.50
WT4	Rock Excavation	10	C.Y.	\$150.00	\$1,500.00
WT5	Tank Foundation Subbase (Class 4 Base)	330	Tons	\$23.00	\$7,590.00
WT6	Tank Foundation Base (Class 6 Base)	70	Tons	\$26.50	\$1,855.00
WT7	Tank Foundation Finish Sand	20	Tons	\$50.50	\$1,010.00
WT8	New 275,000 Gallon Tank Fabrication and Installation	1	L.S.	\$412,500.00	\$412,500.00
WT9	Tank Painting and Coating System	1	L.S.	\$46,200.00	\$46,200.00
WT10	Tank Cathodic Protection System	1	L.S.	\$20,350.00	\$20,350.00
DID CATI	CODY TO TRAFFIC CONTROL				
TC1	EGORY TC - TRAFFIC CONTROL Project Traffic Control	1	L.S.	\$60,000.00	\$60,000.00
101	Floject Haine Condoi	1	L.S.	\$60,000.00	\$60,000.00
BID CATI	EGORY R - RESTORATION				
R1	Site Restoration	1	L.S.	\$24,000.00	\$24,000.00
R2	Reseeding	6	Acres	\$3,000.00	\$18,000.00
R3	Asphalt Patch	36	S.Y	\$320.00	\$11,520.00
R4	Gravel Surface Restoration Along Right-of-Way	700	Tons	\$28.00	\$19,600.00
	EGORY M - MOBILIZATION & PERMITS				
MO1	Mobilization	1	L.S.	\$25,000.00	\$25,000.00
MO2	CDOT Permit	1	L.S.	\$6,800.00	\$6,800.00
	Subtotal				\$1,280,404.75
	10% Contingency	1	L.S.	\$128,000.00	\$128,000.00
	Tap Fees (47 EQRs)	47	Each	\$4,500.00	\$128,000.00
	15% Land Acquisition Special Services	1	L.S.	\$192,100.00	\$192,100.00
	13/0 Land Acquisition Special Services	1	L.S.	\$192,100.00	\$192,100.00
	Estimated Construction Cost (No Tap Fees)				\$1,600,504.75
	Estimated Construction Cost (Tap Fees Assessed)				\$1,812,004.75



# APPENDIX B SEWER SYSTEM ENGINEER'S OPINION OF PROBABLE COST WITH SUPPORTING FIGURES



## Plateau Valley School District 50 Preliminary Cost Estimate Alternatives Summary Table

### **Water System Alternatives**

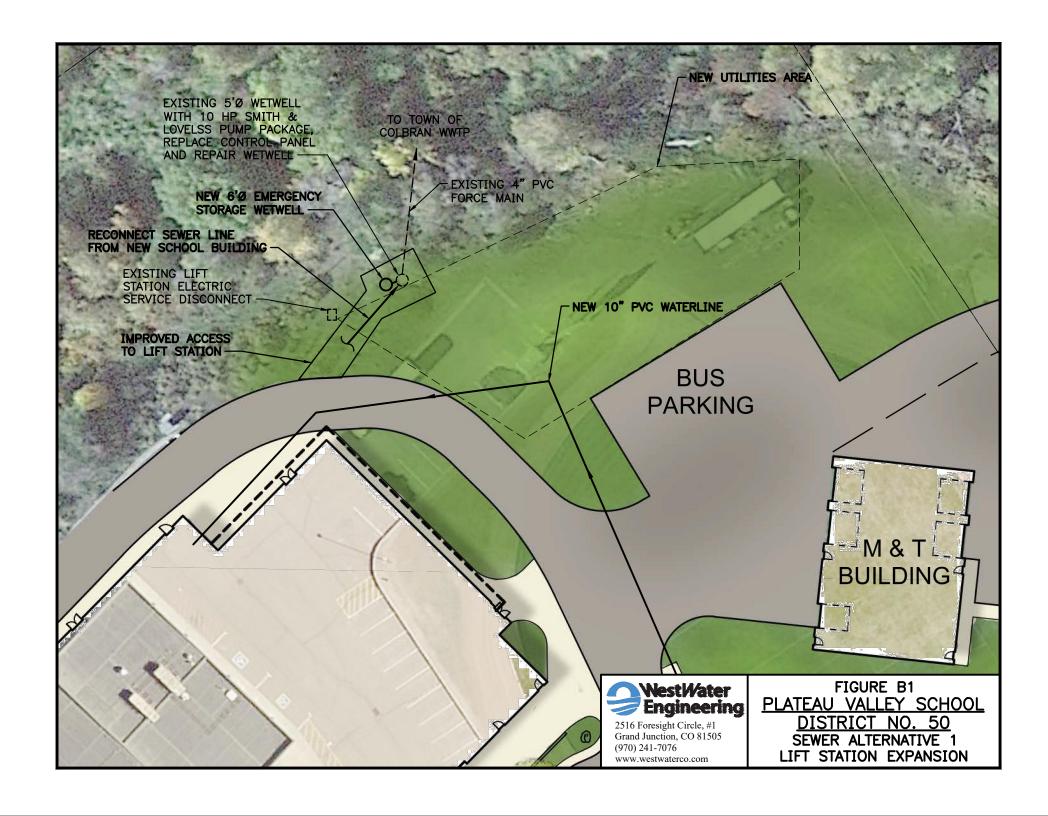
		Estima	ated
	Description		ion Cost
Alternative 5	Waterline Extension from Town of Collbran		
(No Tap Fees)	Waterline Extension from Town of Colibrati	\$ 1,51	.9,096.75
Alternative 5	Waterline Extension from Town of Collbran		
(Tap Fees Assessed)	Waterline Extension from Town of Collbran		0,596.75
Alternative 6	Waterline Extension and Off site Storage Tank		
(No Tap Fees)	Waterline Extension and Off-site Storage Tank	\$ 1,60	0,504.75
Alternative 6	Waterline Extension and Off site Storage Tank		•
(Tap Fees Assessed)	Waterline Extension and Off-site Storage Tank		2,004.75

### **Sewer System Alternatives**

		Estimated
	Description	Construction Cost
Alternative 1	Existing Lift Station Expansion	\$ 82,875.00
Alternative 2	Relocate Lift Station	\$ 147,145.00

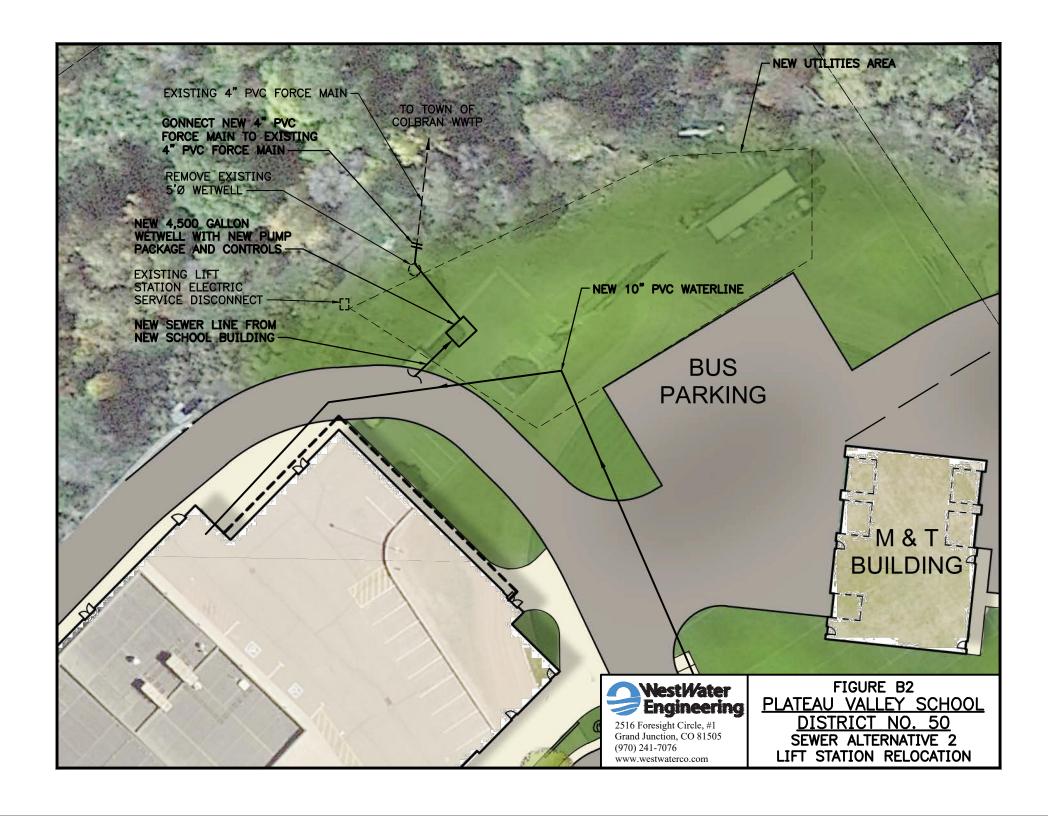
## Plateau Valley School Alternative 1 Existing Lift Station Expansion Table B1

Item No.	Description	Total Units	Unit	Unit Price	Total Cost
	EGORY S - SITE PREPERATION				
S1	Remove Fence	1	L.S.	\$250.00	\$250.00
S2	Concrete Slab Removal	30	S.F.	\$10.00	\$300.00
S3	Drain Existing Force Main	1	L.S.	\$2,000.00	\$2,000.00
BID CATI	 EGORY LS - LIFT STATION				
LS1	New Pump Control Panel w/Emergency Dialer	1	L.S.	\$35,000.00	\$35,000.00
LS2	New Emergency Storage Wetwell (6-Foot Diameter 10-Foot Depth)	1	L.S.	\$14,000.00	\$14,000.00
LS3	Wet Well Piping Connection (8-Inch PVC)	1	L.S.	\$2,880.00	\$2,880.00
LS4	Coat Interior of Existing Wetwell	1	L.S.	\$7,200.00	\$7,200.00
BID CATI	 EGORY E - ELECTRICAL				
E1	Install New Pump Control Panel and Telemetry	1	L.S.	\$12,000.00	\$12,000.00
E2	New Lift Station Light Pole	1	L.S.	\$2,200.00	\$2,200.00
BID CATI	 EGORY R - RESTORATION				
R1	Site Restoration (Site Access Improvements)	1	L.S.	\$765.00	\$765.00
R2	New Lift Station Fence	1	L.S.	\$3,500.00	\$3,500.00
R3	New Concrete Pad for New Emergency Wetwell	30	S.F.	\$26.00	\$780.00
BID CATI	 EGORY M - MOBILIZATION				
M1	Mobilization	1	L.S.	\$2,000.00	\$2,000.00
	TOTAL ESTIMATED COST				\$82,875.00



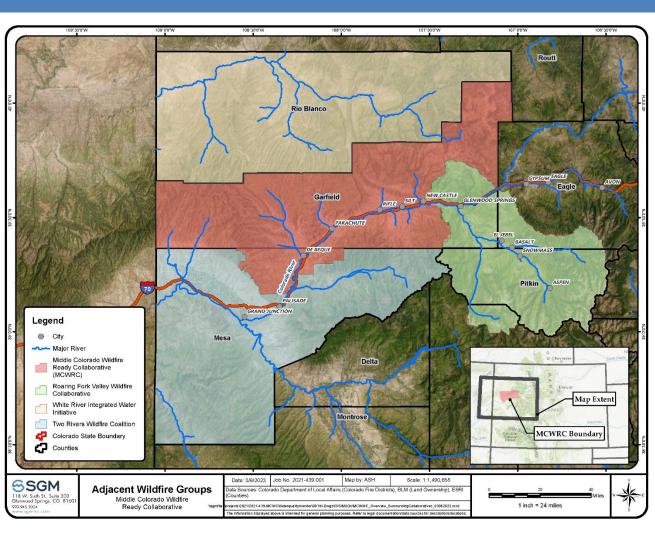
# Plateau Valley School Alternative 2 Relocate Lift Station Preliminary Cost Estimate Table B2

		Total			
Item No.	Description	Units	Unit	Unit Price	Total Cost
BID CAT	EGORY S - SITE PREPERATION				
S1	Remove Fence	1	L.S.	\$250.00	\$250.00
S2	Remove Existing Pump System	1	L.S.	\$775.00	\$775.00
S4	Concrete Slab Removal	30	S.F.	\$10.00	\$300.00
S5	Existing Wetwell Removal	1	L.S.	\$3,000.00	\$3,000.00
S6	Drain Existing Force Main	1	L.S.	\$2,000.00	\$2,000.00
BID CAT	EGORY LS - LIFT STATION				
LS1	2 New 10 HP 80 GPM @ 86' TDH Pump Package (3-Ph/240 V)	1	L.S.	\$94,000.00	\$94,000.00
LS2	New 4,500-Gallon Concrete Wetwell Coated w/Tnemec Paint	1	L.S.	\$16,000.00	\$16,000.00
LS3	New 6'Ø O.D. Flat Lid Slab with Access Door	1	L.S.	\$3,300.00	\$3,300.00
LS4	Install Pump System	1	L.S.	\$6,400.00	\$6,400.00
LS6	Pour Interior Concrete Fillets	1	L.S.	\$1,500.00	\$1,500.00
LS7	Extend Fence Around New Lift Station Limits	1	L.S.	\$3,500.00	\$3,500.00
LS8	New Concrete Pad	40	S.F.	\$26.00	\$1,040.00
BID CAT	LEGORY E - ELECTRICAL				
E1	3-inch SCH 40 PVC Conduit	100	L.F.	\$24.00	\$2,400.00
E2	Connect Pump Power Cord and Float Switches To Pump Control Panel	1	L.S.	\$1,020.00	\$1,020.00
E3	New Lift Station Light Pole	1	L.S.	\$2,200.00	\$2,200.00
BID CAT	 EGORY FM - FORCE MAIN	1			
FM1	4-inch CL150 C900 PVC Force Main	120	L.F.	\$28.00	\$3,360.00
FM2	4-inch MJ 45° Vert Bend	2	Each	\$670.00	\$1,340.00
FM3	4-inch Solid Sleeve Coupling w/Transition Gaskets	1	L.S.	\$860.00	\$860.00
FM4	Connect New Piping to Existing 4-inch Force Main	1	L.S.	\$1,900.00	\$1,900.00
BID CAT	 EGORY M - MOBILIZATION				
M1	Mobilization	1	L.S.	\$2,000.00	\$2,000.00
	TOTAL ESTIMATED COS	Γ			\$147,145.00



### **Colorado River Wildfire Collaborative**





Town of Collbran, March 2023

### Community Collaboration

- Plan and complete projects to reduce wildfire impacts and post-fire challenges.
- Share experiences serve as the foundation for moving forward together.
- Monthly meetings to coordinate projects and mitigation efforts.
- Pursue project funding through state and federal resources





### Memorandum of Understanding

The Colorado River Wildfire Collaborative:

Identifying, prioritizing and implementing strategic cross-boundary plans and projects

Creating fire resilient landscapes and fireadapted communities

Focusing on community engagement, education and inclusion

- Meaningful and ongoing engagement of stakeholders located to achieve outcomes and foster support for the implementation of those strategies.
- A regional network better able to absorb and recover from current and future stressors and disturbances.
- A collaboratively developed and supported fire management strategy so wildfires are safely and effectively extinguished when and where needed, but also in the right circumstances.
- Resilient landscapes and infrastructure that support water quality and quantity needs, habitat for robust and healthy flora and fauna, livestock grazing, as well as recreation opportunities for residents and visitors.
- Active management to enhance forest health and reduce wildfire risk based on the best available data and contemporary science to inform the development and application of on-the-ground activities including landscape scale and cross boundary projects where needed.
- Develop and implement risk assessment and strategies to evaluate critical infrastructure and increase overall resiliency to wildfire and to lessen the long-term effects that wildfires have on our stream corridors, water infrastructure, and community assets.

### Promoting Personal Responsibility of Residents



- ❖ Built or improve homes to best resist wildfire
- Create and maintain defensible space around homes
- Update insurance policies regularly
- \*Receive and act on emergency alerts
- Learn and understand evacuation plans
- Seek and engage in community initiatives

### **Focus 2024**

- Finalize the MOU between stakeholders
- Finalize mission statement and bylaws
- Form subcommittees
- Map values at risk for each stakeholder (using WRAP from MCWC and County, Town and Fire District CWPPs)
- Document the history of mitigation efforts of last 10 years
- Plan for 2024-2024 mitigation projects
- Hire program coordinator



### Contact Information

Colorado River Fire Protection District

Zach Pigati,

Division Chief of Operations and

Wildland

970-319-8787

zach.pigati@crfr.us

https://www.crfr.us/

Middle Colorado Watershed Council

Paula Stepp

**Executive Director** 

pstepp@midcowatershed.org

970-404-0162

https://www.midcowatershed.org/

FS Agreement No. 24-MU-11021500

Cooperator Agreement No	
-------------------------	--

### **Colorado River Wildfire Collaborative**

### **MEMORANDUM OF UNDERSTANDING**

USDI, BUREAU OF LAND MANAGEMENT, COLORADO RIVER VALLEY FIELD OFFICE,
UPPER COLORADO RIVER DISTRICT

**AND** 

USDI, BUREAU OF LAND MANAGEMENT, GRAND JUNCTION FIELD OFFICE

**AND** 

USDA, FOREST SERVICE, WHITE RIVER NATIONAL FOREST

**AND** 

USDA, FOREST SERVICE, GRAND VALLEY RANGER DISTRICT, GRAND MESA, UNCOMPAHGRE, AND GUNNISON NATIONAL FORESTS

AND

**COLORADO STATE FOREST SERVICE** 

AND

COLORADO PARKS AND WILDLIFE

AND

**COLORADO RIVER FIRE RESCUE** 

**AND** 

DE BEQUE FIRE PROTECTION DISTRICT

AND

**GRAND VALLEY FIRE PROTECTION DISTRICT** 

**AND** 

LOWER VALLEY FIRE DISTRICT

AND

### PLATEAU VALLEY FIRE DISTRICT

AND

### **GLENWOOD SPRINGS RURAL FIRE PROTECTION DISTRICT**

AND

**GARFIELD COUNTY** 

AND

**MESA COUNTY** 

AND

**TOWN OF SILT** 

**AND** 

**CITY OF RIFLE** 

**AND** 

**TOWN OF NEWCASTLE** 

**AND** 

**CITY OF GLENWOOD SPRINGS** 

**AND** 

**TOWN OF PARACHUTE** 

AND

**TOWN OF DE BEQUE** 

AND

**TOWN OF COLLBRAN** 

AND

**BATTLEMENT MESA METROPOLITAN DISTRICT** 

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between Garfield County, Mesa County, The City of Rifle, The Town of New Castle, The Town of Silt, The Town of Parachute, The City of Glenwood Springs, Town of De Beque, Town of Collbran, Battlement Mesa Metropolitan District, Colorado River Fire Rescue, Grand Valley Fire Protection District, De Beque Fire Protection District, Glenwood Springs Rural Fire Protection District, Colorado State Forest Service, Colorado Parks and Wildlife, and The Bureau of Land Management Colorado River Field Office and the BLM Grand Junction Field Office, hereinafter referred to as Parties, Members, or Cooperators, and the United States Department of Agriculture (USDA), Forest Service, White River National Forest, Rifle Ranger District, and the Grand Mesa, Uncompahgre and Gunnison (GMUG) National Forests.

<u>Background</u>: The Colorado River Wildfire Collaborative works to empower all people to take action to reduce risk in their communities to protect people, property, and places from wildfire loss. The Parties recognize, accept, and respect the differences in missions, goals, and objectives of each other. However, wildfire does not recognize or respect jurisdictional boundaries. The Parties therefore will work collaboratively and in a coordinated fashion to achieve the shared goals of the MOU.

Title: Colorado River Wildfire Collaborative (CRWC)

I. PURPOSE: The purpose of this MOU is to document the cooperation between the parties to establish the Collaborative as an informal, unincorporated collaborative organization, in which the members set mutual goals and priorities, utilize existing forest management tools and legal authorities, and align their decisions on where to make the investments needed to achieve the purpose and goals set forth for the Colorado River Wildfire Collaborative and in accordance with the following provisions.

### II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Colorado River Wildfire Collaborative works to reduce wildfire risk by identifying, prioritizing, and implementing strategic cross-boundary plans and projects aimed at creating fire resilient landscapes and fire-adapted communities while focusing on community engagement, education, and inclusion.

In entering into this MOU, the Cooperators and the U.S. Forest Service recognize that the parties share certain common interests and goals, which include the following:

 Meaningful and ongoing engagement of stakeholders located in the forest and downstream in the development of strategies to achieve outcomes and foster support for the implementation of those strategies.



- A regional network of resilient forests and communities that are better able to absorb and recover from current and future stressors and disturbances.
- A collaboratively developed and supported fire management strategy (wildland and prescribed) so that wildfires are safely and effectively extinguished when and where needed, but also in the right circumstances.
- Resilient landscapes and infrastructure that support water quality and quantity needs, habitat for robust and healthy flora and fauna, livestock grazing, as well as recreation opportunities for residents and visitors to enjoy now and in the future.
- Active management to enhance forest health and reduce wildfire risk based on the best available data and contemporary science to inform the development and application of on-the-ground activities including landscape scale and cross boundary projects where needed. This includes the use of the best available science that will help stakeholders understand how a changing climate will impact our landscapes and ecosystems, while also looking for opportunities to improve understanding through local research.
- Promoting the personal responsibility of residents who live in wildfire risk areas to prepare as follows:
  - \*homes are built or improved to best resist wildfire;
  - \*defensible space around homes is created and maintained;
  - \* insurance policies are regularly updated;
  - \*emergency alerts are receivable and acted upon;
  - \*evacuation plans are learned and understood;
  - \*community mitigation initiatives are engaged in and are sought.
- Develop and implement risk assessment and strategies to evaluate critical infrastructure and increase overall resiliency to wildfire and to lessen the long-term effects that wildfires have on our stream corridors, water infrastructure, and community assets.

To accomplish the above goals, each party commits to:

- Work within their own statutory and regulatory authorities, including planning and decision-making requirements where applicable.
- Collaborate and coordinate to implement this MOU to achieve the purpose and goals expressed herein.

In consideration of the above premises, the parties agree as follows:

USDA, Forest Service

#### III. THE COOPERATORS SHALL:

- A. Provide a liaison to link the parties of this MOU together.
- B. Coordinate with the U.S. Forest Service, non-profit organizations, for-profit organizations, institutions of higher education, federal, state, local, and Native American tribe governments, and individuals.

#### IV. THE COOPERATORS SHALL:

### (For Non-Profits and Non-Governmental Organizations Only)

- A. Provide a liaison to link the parties of this MOU together.
- B. Coordinate with the U.S. Forest Service, non-profit organizations, for-profit organizations, institutions of higher education, federal, state, local, and Native American tribe governments, and individuals.
- C. <u>ASSURANCE REGARDING FELONY CONVICTION OR TAX</u>
  <u>DELINQUENT STATUS FOR CORPORATE ENTITIES</u>. This agreement is

subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement Cooperators acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the USDA has considered suspension or debarment is not necessary to protect the interests of the Government. If Cooperators fail to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds Cooperators has expended in violation of sections 433 and 434.

### V. THE U.S. FOREST SERVICE SHALL:

- A. Provide a liaison to link the parties of this MOU together.
- B. Ensure that all planning and site-based data collection activities comply with forest plans, National Environmental Policy Act (NEPA) documents, and all applicable laws and regulations.
- C. Coordinate with the Parties to this MOU, non-profit organizations, for-profit organizations, institutions of higher education, federal, state, local, and Native American tribe governments, and individuals.

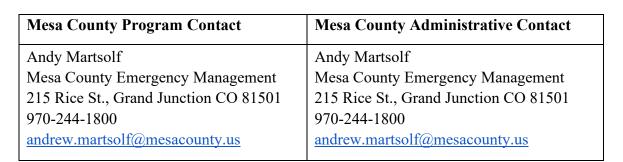


- D. Execute necessary instrument(s) to allow Cooperator(s) to complete mutually agreed to activities and projects on National Forest System lands, which includes but is not limited to, providing Cooperator(s) and its agents access to federal lands to perform project implementation, maintenance, and monitoring activities at project sites.
- E. Following completion of project implementation and the achievement of all required performance standards for given sites, act as the long-term steward of project sites, conducting any required maintenance.

### VI. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. The Parties recognize, accept, and respect the differences in missions, goals, and objectives of each other. However, wildfire does not recognize or respect jurisdictional boundaries. The Parties therefore agree to work collaboratively and in a coordinated fashion to achieve the purpose and goals sought and described in this MOU.
- B. The Parties acknowledge that any Party to this MOU may participate in local activities or implement decisions related to forestry management as part of their site-specific obligations, responsibilities, and authorities. This MOU is not meant to supplant any Party's discretionary authority to make decisions about forest management or wildfire response associated with their individual jurisdictions.
- C. This MOU is non-binding and does not obligate any funds of the Parties. As funding and resources are available and authorized (as determined in each Party's sole discretion), the Parties will provide technical, human, and/or financial support to the Partnership under an appropriate authority, as applicable, and by separate instrument(s).
- D. <u>PRINCIPAL CONTACTS</u>. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Garfield County Program Contact	Garfield County Administrative Contact
John Martin, Chairman	Chris Bornholdt
Garfield County Board of County	Commander, Garfield County Emergency
Commissioners	Operations
108 8th St, Glenwood Springs CO 81601	107 8th St, Glenwood Springs CO 81601
970-945-5004	970-945-0453 x 1012
jmartin@garfield-county.com	cbornholdt@garcosheriff.com



City of Rifle Administrative Contact
Tommy Klein
City Manager
970-989-3149
tklein@rifleco.org
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Town of New Castle Program Contact	Town of New Castle Admin. Contact
David Reynolds	Rochelle Firth
Town Administrator	Assistant to the Town Administrator, PIO
Town of New Castle	Town of New Castle
450 W. Main Street	450 W. Main Street
New Castle, CO 81647	New Castle, CO 81647
970-984-2311	970-984-2311
dreynolds@newcastlecolorado.org	rfirth@newcastlecolorado.org

Town of Silt Program Contact	<b>Town of Silt Administrative Contact</b>
Trey Fonner	Amie Tucker
(970) 876-2353 Ext. 106	(970) 876-2353 Ext. 104
231 N. 7th Street	231 N. 7th Street
PO Box 70	PO Box 70
Silt, CO 81652	Silt, CO 81652
trey@townofsilt.org	atucker@townofsilt.org

Town of Parachute
Administrative Contact
Teresa Beecraft
Finance Director
Town of Parachute
222 Grand Valley Way
Parachute, CO 81635
970-665-1145
tbeecraft@parachutecolorado.com

<b>Town of De Beque Program Contact</b>	Town of De Beque Administrative Contact
Care' McInnis, Town Manager	Care' McInnis, Town Manager
cmcinnis@debeque.org	cmcinnis@debeque.org
970-270-3290	970-270-3290
PO Box 60, 381 Mintur Ave, De	Evelyn Giertz, Administrative
Beque, CO 81630	Assistant
	egiertz@debeque.org
	(970) 283-5475 ext 108
	PO Box 60, 381 Mintur Ave,
	DeBeque, CO 81630

Battlement Mesa Metropolitan District Program Contact	Battlement Mesa Metropolitan District Admin. Contact
Vinnie Tomasulo	Vinnie Tomasulo
vtomasulo@bmmetro.com	vtomasulo@bmmetro.com
970-285-9050	970-285-9050
401 Arroyo Drive, Battlement Mesa, CO	401 Arroyo Drive, Battlement
81635	Mesa, CO 81635

Town of Collbran Program Contact	Town of Collbran Administrative Contact
Melonie Matarozzo	Melonie Matarozzo
Town Administrator	Town Administrator
Town of Collbran	Town of Collbran
1010 High Street	1010 High Street
Collbran, Co 81624	Collbran, Co 81624
970-487-3751	970-487-3751
townmanager@townofcollbran.us	townmanager@townofcollbran.us

City of Glenwood Springs	City of Glenwood Springs
Program Contact	Administrative Contact
Steve Boyd	Steve Boyd
970-384-6422	970-384-6422
101 West 8th Street	101 West 8th Street
Glenwood Springs, CO 81601	Glenwood Springs, CO 81601
steve.boyd@cogs.us	steve.boyd@cogs.us
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Colorado River Fire Protection District Program Contact	Colorado River Fire Protection District Administrative Contact
Zach Pigati	PJ Tillman
Division Chief of Operations and	Administrative Director
Wildland	1850 Railroad Ave
1850 Railroad Ave	Rifle, CO 81650
Rifle, CO 81650	970-625-1243
970-319-8787	pj.tillman@crfr.us
zach.pigati@crfr.us	

<b>Grand Valley Fire Protection District</b>	<b>Grand Valley Fire Protection District</b>
Program Contact	Administrative Contact
Chris Jackson, Fire Chief	Kim Reeves, Administrative Specialist
0124 Stone Quarry Road	0124 Stone Quarry Road
Parachute, CO 81635	Parachute, CO 81635
970-285-9119	970-285-9119
opschief@gvfpd.org	admin@gvfpd.org

<b>De Beque Fire Protection</b>	De Beque Fire Protection
District Program Contact	<b>District Administrative Contact</b>
Forest Matis, Fire Chief	Jason Lee, Captain
4580 I-70 Frontage Rd, De Beque, CO	4580 I-70 Frontage Rd, De Beque, CO
81630	81630
970-201-4088	970-283-8632
forest.matis@debequefire.org	jason.lee@debequefire.org

<b>Lower Valley Fire Protection</b>	Lower Valley Fire Protection
District Program Contact	<b>District Administrative Contact</b>
Travis Holder, Fire Marshal	Frank Cavaliere, Fire Chief
970-296-4258	970-858-3133
tholder@lvfdfire.org	fcavaliere@lvfdfire.org
168 N Mesa St., Fruita CO 81521	168 N Mesa St., Fruita CO 81521

Plateau Valley Fire Protection	Plateau Valley Fire Protection
District Program Contact	<b>District Administrative Contact</b>
Karl Belden	Eric Bruton
49084 Ke ½ Rd, Mesa CO 81643	Acting Fire Chief
970-985-0474	49084 Ke ½ Rd., Mesa CO 81643
k.beldenjr@pvfiredept.org	970-261-9773
	e.bruton@pvfiredept.org

Glenwood Springs Rural Fire	Glenwood Springs Rural Fire Protection
Protection District Contact	<b>District Administrative Contact</b>
Gary Tillotson 101	Mina Bolton 101
W 8th Street	W 8th Street
Glenwood Springs, CO 81601	Glenwood Springs, CO 81601
Telephone: 970-384-6480	Telephone: 970-384-6436
Email: gary.tillotson@cogs.us	Email:mina.bolton@cogs.us

Colorado State Forest Service	Colorado State Forest Service
Program Contact	Administrative Contact
Ron Cousineau	Scott Woods
Northwest Area	9769 W 119th Drive, Suite 12
PO Box 69	Broomfield, CO 80021
Granby, CO 80446	Telephone: 303-404-9057
Telephone: 970-217-7022	Email:scott.woods@colostate.edu
Email: ron.cousineau@colostate.edu	

Colorado Parks and Wildlife	Colorado Parks and Wildlife
Program Contact	<b>Administrative Contact (alt contact)</b>
Molly West	Ivan Archer
711 Independent Ave	711 Independent Ave
Grand Junction, CO 81504	Grand Junction, CO 81504
Telephone: 970-250-3818	Telephone: 970-200-4026
Email: molly.west@state.co.us	Email:ivan.archer@state.co.us
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Bureau of Land Management,	Bureau of Land Management, Colorado
Colorado River Valley Field Office	River Valley Field Office
Program Contact	Administrative Contact
Chad Sewell	Larry Sandoval
2300 River Frontage Road Silt,	2300 River Frontage Road
CO 81652	Silt, CO 81652
Telephone: 970-876-9030	Telephone: 970-876-9002
Email: csewell@blm.gov	Email: lsandoval@blm.gov

Grand Mesa, Uncompangre and Gunnison National Forests	Grand Mesa, Uncompangre and Gunnison National Forests	
Grand Valley Ranger District	Grand Valley Ranger	
Program Contact	<b>DistrictAdministrative Contact</b>	
William Edwards, District Ranger	Amy Sharp	
1010 Kimball Ave	1010 Kimball Ave	
Grand Junction, CO 81501	Grand Junction, CO 81501	
Telephone: 970-765-6600	Telephone: 720-689-	
Email:	7045	
william.edwards@usda.gov	Email:	
	amy.shar@usda.gov	

### **Principal U.S. Forest Service Contacts:**

U.S. Forest Service Program	U.S. Forest Service
Manager Contact	Administrative Contact
Clark Woolley, Partnership	Alex Specht, Grants Management Specialist
Coordinator 900 Grand Avenue	900 Grand Ave
Glenwood Springs, CO Telephone:	Glenwood Springs, CO 81601
970-948-9803 Email:	Telephone: 605-515-8812 Email:
clark.woolley@usda.gov	alex.specht@usda.gov

E. <u>NOTICES</u>. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Cooperators is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To Cooperators, at Cooperator's address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- F. <u>PARTICIPATION IN SIMILAR ACTIVITIES</u>. This MOU in no way restricts the U.S. Forest Service or Cooperators from participating in similar activities with other public or private agencies, organizations, and individuals.
- G. <u>ENDORSEMENT</u>. Any of Cooperator contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of Cooperators' products or activities.



H. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- I. <u>USE OF U.S. FOREST SERVICE INSIGNIA</u>. In order for Cooperators to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications.
  - A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- J. <u>MEMBERS OF U.S. CONGRESS</u>. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- K. <u>FREEDOM OF INFORMATION ACT (FOIA)</u>. Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- L. <u>TEXT MESSAGING WHILE DRIVING</u>. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving,"
  - any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV)



while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

- M. <u>TERMINATION</u>. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- N. <u>DEBARMENT AND SUSPENSION</u>. Cooperators shall immediately inform the
  - U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should Cooperators or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- O. <u>MODIFICATIONS</u>. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- P. <u>COMMENCEMENT/EXPIRATION DATE</u>. This MOU is executed as of the date of the last signature and is effective through Sept 30, 2028, at which time it will expire.
- Q. <u>AUTHORIZED REPRESENTATIVES</u>. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.

In witness whereof, the parties hereto have executed this MOU as of the last date written below.



John Martin, BOCC Chair Garfield County, Colorado
Date:
Chris Bornholdt, Garfield County Emergency Management, Colorado
Date:

Janet Rowland, Mesa County Board of County Commissioners, Chair
Date:
Andy Martsolf, Mesa County Emergency Management, Colorado  Date:

Comment			

David Reynolds, Town Administrator, New Castle, Colorado
Date:
Art Riddle, Mayor, Town of New Castle, Colorado
Date:

Tommy Klein, City Manager, City of Rifle, Colorado	
Date:	
Ed Green, Mayor, City of Rifle, Colorado  Date:	

rey Fonner, Public W	orks Administrator, Town of Silt
Date:	
Keith Richel, Mayor, T	Town of Silt

Date:

Travis Elliot, Town Manager, Town of Parachute	
Date:	
Γom Rugaard, Mayor, Town of Parachute	
Date:	

OMB 0596-0217

Shanelle Hansen, Mayor, Town of De Beque	
Date:	

Date: \_\_\_\_\_

Steve Boyd, Acting City Manager, City of Glenwood Springs	
Date:	
ngrid Wussow, Mayor, City of Glenwood Springs	

Melonie Matarozzo, Town Administrator, Town of Collbran, Colorado
Date:
Keith C. Todd, Mayor, Town of Collbran, Colorado
Date:

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Date:  Jane Chapman, President, Battlement Mesa Metropolitan District, Colorado	7innie Tomasulo, Assistant Manager, Battlement Mesa Metropolitan District, Co	 olorado
Jane Chapman, President, Battlement Mesa Metropolitan District, Colorado	Pate:	
,	ane Chapman, President, Battlement Mesa Metropolitan District, Colorado	

Chief Leif Sackett, Colorado River Fire Protection District	
Date:	

Forest Matis, De Beque Fire Protection District	
Date:	

	-
Chris Jackson, Deputy Chief, Grand Valley Fire Protection District	
Cinis sackson, Deputy Ciner, Grand Vancy The Hotelion District	
Deter	
Date:	

Gary Tillotson, Glenwood Springs Rural Fire Protection District
Date:

Karl Belden, Plateau Valley Fire Protection District
Date:

Frank Cavaliere, Fire Chief, Lower Valley Fire Protection District
Date:

ravis Black, NW Region Manager, Colorado Parks and Wildlife	
ate:	

Scott Woods, Colorado State Forest Service, Partnership Coordinator
Date:

William Edwards, District Ranger Grand Valley Ranger District
Grand Mesa, Uncompangre, and Gunnison National Forests
Date:

Date:

Larry Sandoval, Bureau of Land Management, Colorado River Valley Field Office	Date

SCOTT G. FITZWILLIAMS, Forest Supervisor

U.S. Forest Service, White River National Forest Date

The authority and format of this agreement have been reviewed and approved for signature.

### ALEX SPECHT

U.S. Forest Service, Grants Management Specialist Region 2, Rocky Mountain Region Date

FS Agreement No. 24-MU-11021500-

### **Burden Statement**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

WWW.TEXTMYGOV.COM

# TextMyGov PROPOSAL

DATE: 02/14/2024

### INTRODUCTION TO TEXTMYGOV

TextMyGov was developed to open lines of communication with local government agencies and citizens. The system works 24 hours a day and easily connects with your website and other communication methods.

Using the regular messaging app on any smartphone, the smart texting technology allows the citizen to ask questions and get immediate responses, find links to information on the agency's website, address problems, report any issues and upload photos.

According to the Pew Research Center, 97% of smartphone owners text regularly. The technology analysts at Compuware reported that 80 to 90% of all downloaded apps are only used once and then eventually deleted by users.

### **TEXTMYGOV SOLUTION**

Summary for: Collbran

Feature	Solution
Find Information	<ul> <li>TextMyGov allows citizens to find information using our smart texting solutions. Customers can ask questions via text messaging and TextMyGov will look for key words to send back answers or links.</li> </ul>
Report Issues	<ul> <li>Citizens can report issues, such as potholes, stray animals or water leaks by simply texting from their personal phone. From there TextMyGov will automatically engage with the citizen to gather more information and send it to the correct department.</li> </ul>
Send Alerts/Notifications	<ul> <li>Send alerts/notifications from emergencies to events. Municipalities using TextMyGov can send their citizens alerts or notifications with a few clicks.</li> </ul>

### **COST BREAKDOWN**

This quote represents a subscription to TextMyGov with an initial TERM of two years. The agreement is set to be automatically renewed after the initial TERM. Support and services fees may increase in subsequent years but will increase no more than 5% per year. See below for the package price and other details.

Terms and conditions can be printed and attached as Exhibit A or viewed at www.TextMyGov.com/terms HYPERLINK <a href="http://www.textmygov.com/terms">http://www.textmygov.com/terms</a>

Package Details		Price	Billing
TextMyGov:		\$1,500.00	Annual
<ul> <li>TextMyGov web-based software</li> </ul>			
<ul> <li>Utility Database Import</li> </ul>			
<ul> <li>Local phone number</li> </ul>			
<ul> <li>Short code number (outgoing messages)</li> </ul>			
<ul> <li>Unlimited users &amp; departments</li> </ul>			
<ul> <li>Unlimited support for every user</li> </ul>			
<ul> <li>10 GB manage online data storage</li> </ul>			
<ul> <li>10,000 Text messages per year</li> </ul>			
	Implementation/Setup Fee	\$500.00	One Time
	First year total	\$2,000.00	Year one
	Total recurring	\$1,500.00	Annual

### **TERMS**

- This is a Two-Year term.
- After the initial Two-Year, the agreement will revert to year-to-year
- Cancellation requires a 60-day written notice
- Customer is required to put TextMyGov widget on agency's website
- This proposal is valid for 30-days
- Customer is required to provide a copy of W-9

### **ADDITIONAL SERVICES**

Additional Services	Price	Billing
Marketing material and expert implementation to promote and optimize TextMyGov, see us here for additional information:     Enhance Media Package	Price is based on population- See Account Executive for details.	Annual
<ul><li>Additional Storage</li><li>100 GB of additional storage.</li></ul>	\$250 per unit	Annual
Additional Text Messages	\$300 \$550 \$750	Annual

### **Database**

- Database of your local residence to improve citizen engagement
- Database might have been quoted in the original quote. See your package breakdown for details

Price is based on population. See Account Executive for details.

### **IMPLEMENTATION**

### **GETTING STARTED**

After the execution of the basic service agreement, a project manager will be assigned to assist the client through implementation. A local phone number will be obtained for use with TextMyGov.

### **CONFIGURATION**

The project manager will work with the client to customize interactive responses, create automation flows, and keyword lists. Training will be provided on how to quickly create and edit data.

### **MEDIA KIT**

Advertising materials will be provided to the client, including an infographic for the website and downloadable flyer for social media and other communication methods used by the agency.

### **Unlimited Training and Support**

After initial implementation and training, unlimited on-going support is included. Our experts are available M-F 6am5pm MST.

### **AGREEMENT CONFIRMATION**



We need two contacts for implementation. A cell phone is required for implementation. We also need the best contact for installing the widget on your agency's website

	Implementation Contact 1
Name	
Title	
Email	
Office Phone	
Cell Phone	
	Implementation Contact 2
Name	
Title	
Email	
Office Phone	
Cell Phone	
	Billing Contact
Name	Dining Contact
Title	
Email	
Office Phone	
Address	
W-9	Please attach W-9 in a separate email.
	Agreement Signature
Name	
Title	
Date	
Signature	
	Widget Contact
Name	
Title	
Email	
Office Phone	

<sup>\*</sup>This person is responsible for placing the TextMyGov widget (see options- <u>TextMyGov | Widget Link)</u> on the agency's website within 60 days of the agreement signature. The TextMyGov widget will remain on the agency's website for the duration of the agreement. If the widget is not placed on the City/County website within 60 days, the Agency agrees to pay an additional \$1,000 towards setup costs (this is to cover TextMyGov's time.

### **TWILIO CONTACT**

## Twilio Authorized Contact 1 Name Title Email Office Phone Business Title: Twilio Authorized Contact 1 Name Title Email Office Phone Business Title:

I confirm that my nominated authorized representatives agree to be contacted by Twilio. lacktriangle

<sup>\*\*</sup>Twilio contact can be the same as the implementation contact. Twilio requires us to have two authorized contacts. They rarely reach out, but if there are any support questions, they require these contacts. \*\*

## TextMyGov

Collbran, CO



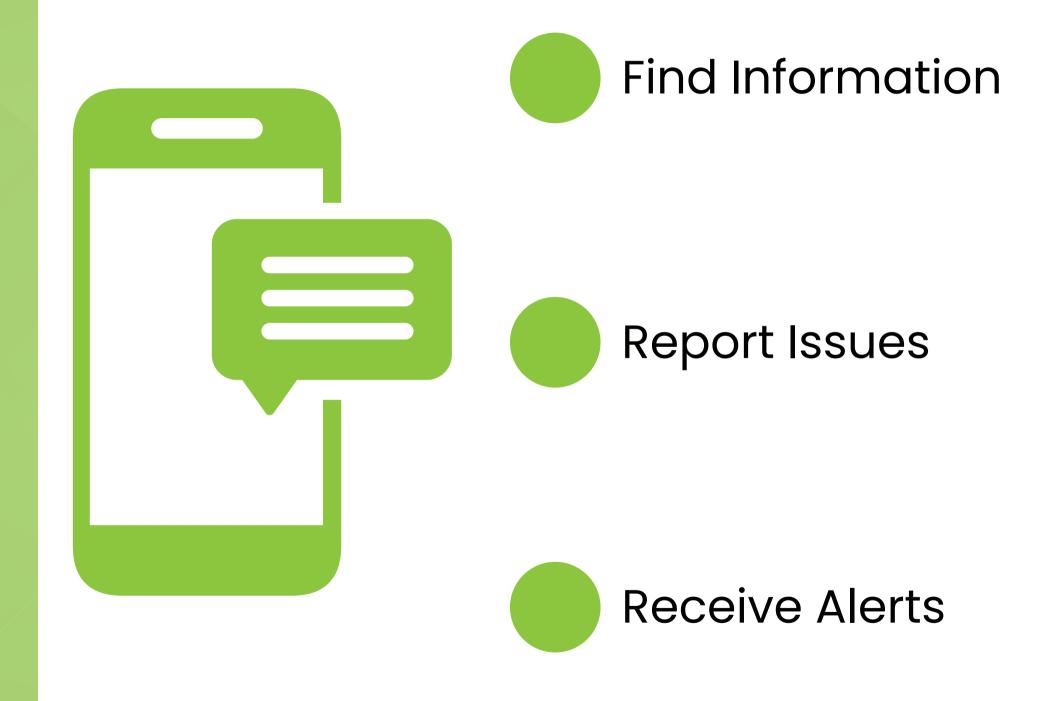
### WHY TEXTMYGOV

The most efficient way to communicate with your citizen is via text. No app, no email, no sign up required.

Our two-way smart response allows citizens to ask questions, and report issues all from their cell phone.

Customize your notifications/alerts based on groups, departments, or physical location.





## TEXTMYGOV FOR COLLBRAN, CO

Every agency uses TextMyGov a little bit differently. Here are some **KEY** features that would best help.



### Based on our conversations. Here is how we can help:

- Mass Notify Citizens
- Utility Database Importing (Opts them in)
- Groups for Unincorporated Areas
- Marketing Materials for Easy Sign UP
- Website Widget
- Map Tool (Notify citizens by location)

# WHY TEXTMYGOV?



### No Download Needed

• Citizens don't need to download an app, or subscribe to an email service. If they have a cell phone they have access to alerts/notifications.



### <u>Dedicated Account Management</u>

• Every account has a Dedicated Account Manager who hill help set up your entire account. We specifically work with local governments so they will be able to provide suggestions on best practices and ideas on how you can maximize the service.



### **Unlimited Training**

• Your account manager will provide unlimited training for staff. We know that departments can turn over, so we are here to help train new staff, new departments, or even just a refresher.

# The Town of Collbran is having a Regular Municipal Mail Ballot Election April 2, 2024

## We are looking for Election Judges

We will provide training!

#### Requirements for Election Judges

- ✓ Must be willing to work Election Day from 6pm till all ballots have been counted.
- ✓ Must be 18 years of age or older.
- ✓ Must be a registered voter in Mesa County.
- ✓ A resident of Colorado.
- ✓ Physically and mentally able to perform the duties.
- ✓ Free of any conviction for fraud or election offenses.
- ✓ Take an oath of office.
- ✓ Not a candidate or a family member of a candidate on the ballot
- ✓ Attend required training.
- ✓ Arrange own transportation.
- ✓ Must be a U.S. citizen.

Please contact the Town Clerk's Office to Volunteer for this exciting opportunity.

1010 High Street, Collbran \* 970-487-3751

Deadline to Volunteer - March 4, 2024 at 4pm

The Town Board of Trustees will Appoint Election Judges at the regularly scheduled meeting on March 5<sup>th</sup> at 6pm

Date: June 8, 2018

Matt Grugan Vertical Bridge Holdings, LLC. 750 Park of Commerce Drive, Suite 200

Boca Raton, FL 33487 Office: (678) 488-1866

**Subject:** Subsurface Exploration Report

Vertical Bridge Designation:Site Number:US-CO-5071Site Name:Collbran

Engineering Firm Designation: TEP Project Number: 134263.204228

Site Data: Highway 330, Collbran, CO 81624 (Mesa County)

Latitude N39° 14' 36.2904", Longitude W107° 57' 20.8116"

Tower Engineering Professionals, Inc.

326 Tryon Road

(919) 661-6351

Raleigh, NC 27603

Geotech@tepgroup.net

120 Foot - Proposed Monopine Tower

Dear Mr. Grugan,

Tower Engineering Professionals, Inc. (TEP) is pleased to submit this "Subsurface Exploration Report" to evaluate subsurface conditions in the tower area as they pertain to providing support for the tower foundation.

This report has been prepared in accordance with generally accepted geotechnical engineering practice for specific application to this project. The conclusions in this report are based on the applicable standards of TEP's practice in this geographic area at the time this report was prepared. No other warranty, express or implied, is made.

TEP assumes the current ground surface elevation; tower location and subsequent centerline provided are correct and are consistent with the elevation and centerline to be used for construction of the structure. Should the ground surface elevation be altered and/or the tower location be moved or shifted TEP should be contacted to determine if additional borings are necessary.

The analyses and recommendations submitted herein are based, in part, upon the data obtained from the subsurface exploration. The soil conditions may vary from what is represented in the boring log. While some transitions may be gradual, subsurface conditions in other areas may be quite different. Should actual site conditions vary from those presented in this report, TEP should be provided the opportunity to amend its recommendations as necessary.

We at *Tower Engineering Professionals, Inc.* appreciate the opportunity of providing our continuing professional services to you and Vertical Bridge Holdings, LLC. If you have any questions or need further assistance on this or any other projects please give us a call.

Report Prepared/Reviewed by: Jason E. Lafollette, E.I. / John D. Longest, P.E

Respectfully submitted by:

William H. Martin, P.E.





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#### 1) PROJECT DESCRIPTION

Based on the preliminary drawings, it is understood a monopine communications tower will be constructed at the referenced site. The structure loads will be provided by the tower manufacturer.

#### 2) SITE EXPLORATION

The field exploration included the performance of one soil test boring (B-1) to the auger refusal depth of 16 feet (bgs) approximately 6.5 feet south of the staked tower centerline. Following shallow auger refusal, the boring was offset approximately 6 feet further south and encountered auger refusal at 16 feet. The boring was performed by a track mounted drill rig using continuous flight hollow stem augers to advance the hole. Split-spoon samples and Standard Penetration Resistance Values (N-values) were obtained in accordance with ASTM D 1586 at a frequency of four samples in the top 10 feet and two samples every 10 feet thereafter to refusal.

The Split-spoon samples were transported to the TEP laboratory where they were classified by a Geotechnical Engineer in general accordance with the Unified Soil Classification System (USCS), using visual-manual identification procedures (ASTM D 2488).

A Boring Location Plan showing the approximate boring location, a Boring Log presenting the subsurface information obtained and a brief guide to interpreting the boring log are included in the Appendix.

#### 3) SITE CONDITIONS

The site is located at Highway 330 in Collbran, Mesa County, Colorado. The proposed tower and compound are to be located in an open area, south of an existing water tank. The ground topography is lightly sloping.

#### 4) SUBSURFACE CONDITIONS

The following description of subsurface conditions is brief and general. For more detailed information, the individual Boring Log contained in Appendix B - Boring Log may be consulted.

#### 4.1) Soil

The USCS classification of the materials encountered in the boring include CL and SM. The Standard Penetration Resistance ("N" Values) recorded in the materials ranged from 32 blows per foot to 50 blows per 3 inches of penetration.

#### 4.2) Rock

Rock was not encountered in the boring. Refusal of auger advancement was encountered in the boring and offset boring at 16 feet (bgs). Drillers noted boulders and cobbles throughout the boring and offset boring. Drillers noted that refusal was likely due to boulders and cobbles, and coring would result in poor returns.

#### 4.3) Subsurface Water

Subsurface water was not encountered in the boring at the time of drilling. It should be noted the subsurface water level will fluctuate during the year, due to seasonal variations and construction activity in the area.

#### 4.4) Frost

The TIA frost depth for Mesa County Colorado is 50 inches.



#### 5) TOWER FOUNDATION DESIGN

Based on the boring data, it is the opinion of TEP that a pier extending to a single large mat foundation or a single drilled shaft can be used to support the new tower. If the drilled shaft foundation option is utilized, design of the foundation should be adjusted to terminate in a known material. The following presents TEP's conclusions and recommendations regarding the foundation types.

#### 5.1) Shallow Foundation

The foundation should bear a minimum of 50 inches below the ground surface to penetrate the frost depth and with sufficient depth to withstand the overturning of the tower. To resist the overturning moment, the weight of the concrete and any soil directly above the foundation can be used. TEP recommends that the foundation designer specify a minimum unit weight for compacted backfill over the new foundation based on what is required to resist overturning of shallow foundations. The values are based on the current ground surface elevation and soils bearing in undisturbed native soils.

Based on preliminary site information the site is located on lightly sloping ground, with approximately 2 feet of elevation change across the planned 50 foot lease area. It is recommended that foundation designs account for site grades being raised with excavation spoils or that foundation drawings specify minimum embedment depths based on existing site elevations and factor in ground slopes.

Table 1 - Shallow Foundation Analysis Parameters – Boring B-1

Depth		Gross Ultimate Soil Bearing <sup>1,2,3</sup>		Cohesion <sup>1</sup>	Friction Angle <sup>1</sup>	Effective Unit	Friction	
Тор	Bottom		(psf)	(psf)	(degrees)	Weight (pcf)	Factor	
0	3.5	CL⁴	15025	2250	-	114	0.30	
3.5	4.2	CL⁴	15425	2250	-	114	0.30	
4.2	6	CL	30525	4500	-	114	0.30	
6	8.5	SM	41275	-	45	118	0.50	

#### Notes:

- 1) These values should be considered ultimate soil parameters.
- 2) A minimum factor of safety of 2 is recommended for allowable bearing.
- 3) The soil values are based on a maximum foundation size of 20 foot squared. If the foundation design size exceeds this dimension TEP should be contacted to re-evaluate soil parameters based on the actual foundation size.
- 4) The provided shear strength parameters have been reduced by 50% for cohesion or to 28 degrees for friction angle considering strength losses associated with freeze/thaw

Bearing above the seasonal frost depth may lead to settlement and rotation, settlement of the base, and potential and progressive movement downhill. Foundations bearing above the frost depth may experience fluctuations in vertical movements with the annual frost/thaw. If tower foundation bears above frost depth, more frequent maintenance visits should be made.



#### 5.2) Drilled Shaft Foundation

The following values may be used for design of a drilled shaft foundation. TEP recommends the side frictional and lateral resistance values developed in the top section of the caisson for a depth equal to the half the diameter of the caisson or the frost depth, whichever is greater, be neglected in the calculations. The values are based on the current ground surface elevation.

Table 2 - Drilled Shaft Foundation Analysis Parameters

Depth		Soil	Gross Ultimate	Ultimate Side Frictional	Cohesion <sup>1</sup>	Friction Angle <sup>1</sup>	Effective Unit
Тор	Bottom	<b>3011</b>	Bearing <sup>1,2</sup> (psf)	Resistance <sup>1,3</sup> (psf)	(psf)	(degrees)	Weight (pcf)
0	3.5	CL⁴	13800	1120	2250	-	114
3.5	4.2	CL⁴	16575	1120	2250	-	114
4.2	6	CL	34000	2250	4500	-	114
6	8.5	SM	87600	550	-	45	118
8.5	13.5	SM	46450	850	-	45	118
13.5	16	CL	38700	2250	4500	-	114

#### Notes:

- 1) These values should be considered ultimate soil parameters.
- 2) A minimum factor of safety of 2 is recommended for allowable bearing. If the bearing depth of the foundation is less than 5 diameters below the ground surface the bearing values listed in Table 1 Shallow Foundation Analysis Parameters should be utilized.
- 3) A minimum factor of safety of 2 is recommended for allowable side frictional resistance.
- 4) The provided shear strength parameters have been reduced by 50% for cohesion or to 28 degrees for friction angle considering strength losses associated with freeze/thaw

#### 6) SOIL RESISTIVITY

Soil resistivity was performed at the TEP laboratory in accordance with ASTM G187-05 (Standard Test Method for Measurement of Soil Resistivity Using the Two Electrode Soil Box Method). Test results indicated a result of 4,400 ohms-cm.



#### 7) CONSTRUCTION CONSIDERATIONS - SHALLOW FOUNDATION

#### 7.1) Excavation

The boring data indicates excavation to the expected subgrade level for the shallow foundation will extend through clay and sand. A large tracked excavator with rock teeth and/or a pneumatic hammer will be necessary to remove the materials with moderate to severe difficulty. TEP anticipates the depth to the surface of the rock will vary outside of the boring location. Boulders were encountered in the boring and should be expected.

Excavations should be sloped or shored in accordance with local, state and federal regulations, including OSHA (29 CFR Part 1926) excavation trench safety standards. It is the responsibility of the contractor for site safety. This information is provided as a service and under no circumstance should TEP be assumed responsible for construction site safety.

#### 7.2) Foundation Evaluation/Subgrade Preparation

After excavation to the design elevation for the footing, the materials should be evaluated by a Geotechnical Engineer or a representative of the Geotechnical Engineer prior to reinforcement and concrete placement. This evaluation should include probing, shallow hand auger borings and dynamic cone penetrometer testing (ASTM STP-399) to help verify that suitable residual material lies directly under the foundation and to determine the need for any undercut and replacement of unsuitable materials. Loose surficial material should be compacted in the excavation prior to reinforcement and concrete placement to stabilize surface soil that may have become loose during the excavation process. TEP recommends a 6-inch layer of compacted crushed stone be placed just after excavation to aid in surface stability.

#### 7.3) Fill Placement and Compaction

Backfill materials placed above the shallow foundation to the design subgrade elevation should not contain more than 5 percent by weight of organic matter, waste, debris or any otherwise deleterious materials. To be considered for use, backfill materials should have a maximum dry density of at least 100 pounds per cubic foot as determined by standard Proctor (ASTM D 698), a Liquid Limit no greater than 40, a Plasticity Index no greater than 20, a maximum particle size of 4 inches, and 20 percent or less of the material having a particle size between 2 and 4 inches. Because small handheld or walkbehind compaction equipment will most likely be used, backfill should be placed in thin horizontal lifts not exceeding 6 inches (loose).

Fill placement should be monitored by a qualified Materials Technician working under the direction of a Geotechnical Engineer. In addition to the visual evaluation, a sufficient amount of in-place field density tests should be conducted to confirm the required compaction is being attained.

#### 7.4) Reuse of Excavated Soil

The clay and sand that meets the above referenced criteria can be utilized as backfill based on dry soil and site conditions at the time of construction. Cobbles and boulders that do not meet the criteria above should not be used as backfill. It's recommended that a suitable borrow source be identified prior to construction.



#### 8) CONSTRUCTION CONSIDERATIONS - DRILLED SHAFTS

Based on TEP's experience a conventional drilled shaft rig (Hughes Tool LDH or equivalent) can be used to excavate to the auger refusal depth of TEP's boring. An earth auger can typically penetrate the materials encountered to the auger refusal depth of the boring with moderate to severe difficulty. Materials below the depth of 5 feet may require a coring bit or roller-bit to remove the material. Boulders and cobbles were encountered in the boring location. Drilling bits designed for boulder extraction may be necessary at this site. Special excavation equipment may be necessary for a shaft greater that 60-inches in diameter. If hole collapse is encountered during construction, the design and geotechnical engineers should be contacted immediately to make any necessary adjustments.

The following are general procedure recommendations in drilled shaft construction using the "dry" method:

- 1) Drilling equipment should have cutting teeth to result in a hole with little or no soil smeared or caked on the sides; a spiral like corrugated side should be produced. The shaft diameter should be at least equal to the design diameter for the full depth.
- 2) The drilled shaft should be drilled to satisfy a plumbness tolerance of 1.5 to 2 percent of the length and an eccentricity tolerance of 2 to 3 inches from plan location.
- 3) Refer to Section 4.3 for subsurface water information. Water will fluctuate during the year and during rain events. Any subsurface water should be removed by pumping, leaving no more than 3 inches in the bottom of the shaft excavation.
- 4) A removable steel casing may be installed in the shaft to prevent caving of the excavation sides due to soil relaxation. Loose soils in the bottom of the shaft should be removed.
- 5) The drilled shaft should be evaluated by the Geotechnical Engineer or their representative to confirm suitable end bearing conditions and to verify the proper diameter and bottom cleanliness. The shaft should be evaluated immediately prior to and during concrete operations.
- 6) The drilled shaft should be concreted as soon as practical after excavation to reduce the deterioration of the supporting soils due to caving and subsurface water intrusion.
- 7) The slump of the concrete is critical for the development of side shear resistance. TEP recommends a concrete mix having a slump of 6 to 8 inches be used with the minimum compressive strength specified by the structural engineer. A mix design incorporating super plasticizer will likely be required to obtain this slump.
- 8) The concrete may be allowed to fall freely through the open area in the reinforcing steel cage provided it is not allowed to strike the reinforcing steel or the casing prior to reaching the bottom of the shaft excavation.
- 9) The protective steel casing should be extracted as concrete is placed. A head of concrete should be maintained above the bottom of the casing to prevent soil and water intrusion into the concrete below the casing.



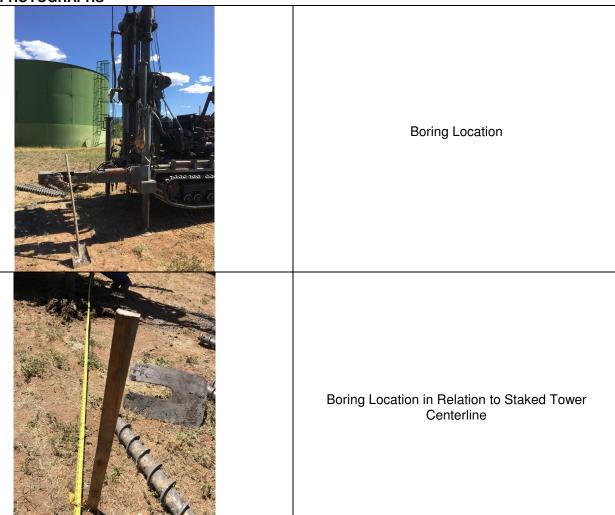
Due to the sandy soil/gravel, the contractor may elect to utilize the "slurry" method for shaft construction. The following are general procedure recommendations in drilled shaft construction using the "slurry" method:

- Slurry drilled shafts are constructed by conventional caisson drill rigs excavating beneath a drilling mud slurry. Typically, the slurry is introduced into the excavation after the groundwater table has been penetrated and/or the soils on the sides of the excavation are observed to be caving-in. When the design shaft depth is reached, fluid concrete is placed through a tremie pipe at the bottom of the excavation.
- 2) The slurry level should be maintained at a minimum of 5 feet or one shaft diameter, whichever is greater, above the subsurface water level.
- 3) Inspection during excavation should include verification of plumbness, maintenance of sufficient slurry head, monitoring the specific gravity, pH and sand content of the drilling slurry, and monitoring any changes in the depth of the excavation between initial approval and prior to concreting.
- 4) A removable steel casing may be installed in the shaft to prevent caving of the excavation sides due to soil relaxation. Loose soils in the bottom of the shaft should be removed.
- 5) The specific gravity or relative density of the drilling mud slurry should be monitored from the initial mixing to the completion of the excavation. An increase in the specific gravity or density of the drilling slurry by as much as 10 percent is indicative of soil particles settling out of the slurry onto the bottom of the excavation. This settling will result in a reduction of the allowable bearing capacity of the bottom of the drilled shaft.
- 6) After approval, the drilled shaft should be concreted as soon as practical using a tremie pipe.
- 7) For slurry drilled shafts, the concrete should have a 6 to 8 inch slump prior to discharge into the tremie. The bottom of the tremie should be set at about one tremie pipe diameter above the excavation. A closure flap at the bottom of the tremie should be used, or a sliding plug introduced into the tremie before the concrete, to reduce the potential for the concrete being contaminated by the slurry. The bottom of the tremie must be maintained in concrete during placement, which should be continuous.
- 8) The protective steel casing should be extracted as concrete is placed. A head of concrete should be maintained above the bottom of the casing to prevent soil and water intrusion into the concrete below the casing.
- 9) Additional concrete should be placed via the tremie causing the slurry to overflow from the excavation in order to reduce the likelihood of slurry pockets remaining in the drilled shaft.

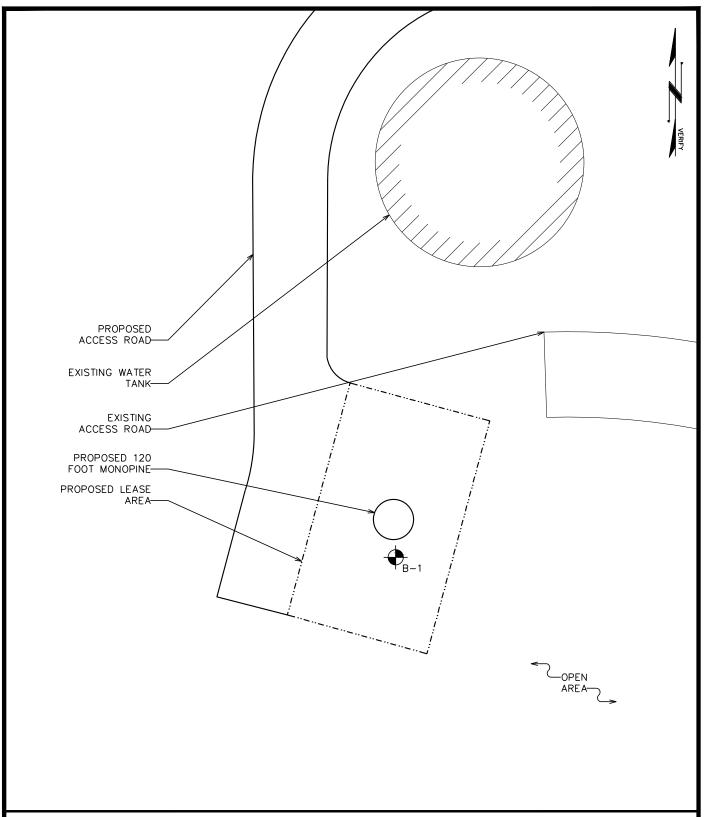
If variability in the subsurface materials is encountered, a representative of the Geotechnical Engineer should verify that the design parameters are valid during construction. Modification to the design values presented above may be required in the field.



9) SITE PHOTOGRAPHS



# APPENDIX A BORING LAYOUT



#### **BORING LAYOUT**

SCALE: N.T.S.

PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603
(919) 661-6351
www.tepgroup.net

PREPARED FOR:



750 PARK OF COMMERCE DRIVE SUITE 200 BOCA RATON, FL 33487 (561) 948-6367 PROJECT INFORMATION:

COLLBRAN SITE #: US-CO-5071

HIGHWAY 330 COLLBRAN, CO 81624 (MESA COUNTY)

REVISION:	0
TEP JOB #	:134263.204228
SHEET NUM	IBER:
	4

APPENDIX B

**BORING LOG** 





Tower Engineering Professionals, Inc. 326 Tryon Road

Raleigh, NC 27603 Telephone: 919.661.6351 **LOG OF BORING B-1** 

**1** OF **1** TEP NO.:

Email: geotech@tepgroup.net Collbran 134263 US-CO-5071 DRILLING METHOD DATE STARTED HOLE SIZE CITY, STATE Solid Stem Auger Collbran, Colorado 6/1/2018 4 in DATE COMPLETE HAMMER WEIGHT/FALL TOTAL DEPTH 6/1/2018 140lbs / 30in **Auto Hammer CME 55** 16.0 FT GROUND EL. CHECKED BY DEPTH/EL. GROUNDWATER BACKFILL

PROJECT

**JEL JDL Cuttings Not Encountered** BORING LOCATION Approximately 6.5 feet south of the staked tower centerline SAMPLE NUMBER BLOW COUNTS (N) SAMPLE GRAPHIC SAMPLE LENGTH (INCHES) **USCS GRAPHIC** UNCONFINED STRENGTH, PSF UNIT WEIGHT PCF POCKET PEN TSF REC% / RQD% ELEVATION (FEET) DEPTH (FEET) DESCRIPTION AND CLASSIFICATION REMARKS 0.0-6.0: Hard, brown, lean CLAY (CL), with sand, moist 10-14-18 S<sub>1</sub> 18 6 (32)S2 18-22-48 6 18 (70)Driller Note: Boulder encountered at 5 feet 6.0-8.5: Very dense, brown, fine to medium, silty SAND (SM), moist 10.25 S3 22-50/4" 8.5-13.5: with gravel **Driller Note: Cobbles** S4 5.9 50/6" encountered from 8.5 to 13.5 feet 10 13.5-16.0: Hard, brown, sandy lean CLAY (CL), moist S5 14.5 9-17-50/3" Driller Note: Boulder 6 encountered at 14 feet - 15 16.0: Boring Terminated - Auger Refusal Driller Note: Offset 6 feet south. Similar soils, dense boulders at 14 feet, auger refusal at 16 feet.



Tower Engineering Professionals, Inc.

326 Tryon Road Raleigh, NC 27603

Telephone: 919-661-6351 Email: Geotech@tepgroup.net

#### Key to Soil Symbols and Terms

#### TERMS DESCRIBING CONSISTENCY OR CONDITION

**COARSE-GRAINED SOILS** (major portions retained on No. 200 sieve): includes (1) clean gravel and sands and (2) silty or clayey gravels and sands. Condition is rated according to relative density as determined by laboratory tests or standard penetration resistance tests.

 Descriptive Terms
 SPT Blow Count

 Very Loose
 < 4</td>

 Loose
 4 to 10

 Medium Dense
 11 to 30

 Dense
 31 to 50

 Very Dense
 > 50

**FINE-GRAINED SOILS** (major portions passing on No. 200 sieve): includes (1) inorganic and organic silts and clays (2) gravelly, sandy, or silty clays, and (3) clayey silts. Consistency is rated according to shearing strength, as indicated by penetrometer readings, SPT blow count, or unconfined compression tests.

Descriptive Terms SPT Blow Count

 Very Soft
 < 2</td>

 Soft
 2 to 4

 Medium Stiff
 5 to 8

 Stiff
 9 to 15

 Very Stiff
 16 to 30

 Hard
 > 30

#### **GENERAL NOTES**

- Classifications are bases on the Unified Soil Classification System and include consistency, moisture, and color. Field descriptions have been modified to reflect results of laboratory tests where deemed appropriate.
- 2. Surface elevations are based on topographic maps and estimated locations and should be considered approximate.
- 3. Descriptions on these boring logs apply only at the specific boring locations and at the time the borings were made. They are not guaranteed to be representative of subsurface condition at other locations or times.

	Group Symbols	Typical Names	Sampler Symbols	
	GW	Well-graded gravels, gravel-sand mixtures, little or no fines	Split Spoon	
5000	GP	Poorly-graded gravels, little or no fines/sands	Standard Penetration Test (SPT)	
	GM	Silty gravels, gravel-sand-silt mixtures	Pushed Shelby Tube	
	GC	Clayey gravels, gravel-sand-silt mixtures	Auger Cuttings	
	sw	Well-graded sands, gravelly sands, little or no fines		
	SP	Poorly-graded sands, little or no fines/sands/gravels	Dynamic Cone Penetrometer	
	SM	Silty sands, sand-silt mixtures	Hand Auger	
	sc	Clayey sands, sand-clay mixtures	Rock Core	
	ML	Inorganic silts and very fine sands, rock floor, silty or clayey fine sands or clayey silts with slight plasticity	Log Abbreviations	
	CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays	ATD - At Time of Drilling	
	OL	Organic silts and organic silty clays of low plasticity	AD - After Drilling  EOD - End of Drilling	
	МН	Inorganic silts, micaceous or distomaceous fine sandy or silty soils, elastic silts	RMR - Rock Mass Rating	
	СН	Inorganic clays of high plasticity, fat clays	WOH - Weight of Hammer WOR - Weight of Rod	
	ОН	Organic clays of medium to high plasticity, organic silts	REC - Rock Core Recovery	
γ γ <sub>γ</sub> γ	PT	Peat and other highly organic soils	RQD - Rock Quality Designation	

# Information Regarding This **Subsurface Exploration Report**

The information contained in this report has been specifically tailored to the needs of the client at the time the report was provided, for the specific purpose of the project named in this report. The attached report may not address the needs of contractors, civil engineers, or structural engineers. Anyone other than the named client should consult with the geotechnical engineer prior to utilizing the information contained in the report.

It is always recommended that the full report be read. While certain aspects of the report may seem unnecessary or irrelevant; just as each project and site are unique, so are the subsurface investigation reports and the information contained in them. Several factors can influence the contents of these reports, and the geotechnical engineer has taken into consideration the specific project, the project location, the client's objectives, potential future improvements, etc. If there is any question about whether the attached report pertains to your specific project or if you would like to verify that certain factors were considered in the preparation of this report, it is recommended that you contact the geotechnical engineer.

Geotechnical subsurface investigations often are prepared during the preliminary stages of a project and aspects of the project may change later on. Some changes may require a report revision or additional exploration. Some changes that often need to be brought to the attention of the geotechnical engineer include changes in location, size and/or type of structure, modifications to existing structures, grading around the project site, etc. Some naturally occurring changes can also develop that impact the information contained in this geotechnical report such as earthquakes, landslides, floods, subsurface water levels changing, etc. It is always recommended that the geotechnical be informed of known changes at the project site.

Subsurface exploration reports are generated based on the analysis and professional opinions of a geotechnical engineer based on the results of field and laboratory data. Often subsurface conditions can vary – sometimes significantly – across a site and over short distances. It often is helpful to retain the geotechnical engineer's services during the construction process. Otherwise, the geotechnical cannot assume responsibility or liability for report recommendations which may have needed to change based on changing site conditions or misinterpretation of recommendations.

Geotechnical engineers assemble testing and/or boring logs based on their interpretation of field and laboratory data. Testing and/or boring logs should always be coupled with the subsurface exploration report. The geotechnical engineer and Tower Engineering Professionals cannot be held reliable for interpretations, analyses, or recommendations based solely on the testing and/or boring log if it is independent of the prepared report.

The scope of the subsurface exploration report does not include an assessment or analysis of environmental conditions, determination of the presence or absence of wetlands or hazardous or toxic materials on or below the ground surface. Any notes regarding odors, fill, debris, or anything of that nature are offered as general information for the client, often to help identify or delineate natural soil boundaries.

For additional information, please contact the geotechnical engineer named in the attached report.



#### COMMERCIAL LEASE AGREEMENT FOR CARRIER NEUTRAL LOCATION

day of	THIS COMMERCIAL LEASE AGREEMENT ("Lease" or "Agreement") is made and effective this ("COMMUNITY/Landlord") and ("COMMUNITY/Landlord") and ("To JEAN 1995 501(2) Color of the first of the f
REGION	10 LEAP, INC., a 501(c)(3) Colorado nonprofit corporation ("Tenant" or "Lessee").
	rd is the owner of land and improvements described as follows (the "Premises"): A site measuring located in the building and further described on Exhibit A incorporated
Landlor Premise	rd hereby makes available for lease the room or space in the building described above (the "Leased es").
	rd desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises andlord for the term, at the rental and upon the covenants, conditions and provisions herein set
	THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable eration, it is agreed:
1. <u>Tern</u>	<u>M</u>
for an "year 20 renew of	rd hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, Initial Term" beginning on the date set forth above, and ending on the same month and day, in the 040 (which period amounts to an Initial Term of twenty (20) years). Thereafter, this Lease shall on a year-to-year basis, under the same conditions set forth herein, unless and until terminated as h herein. Either party shall provide the other sixty (60) days written notice of its intent not to
2. <u>RENT</u>	<u>TAL</u>
	Tenant shall pay to Landlord during the Term of this Lease rental payable in installments of \$1.00 per year. Each installment payment shall be due in advance on the 15th day of January of each calendar year during the lease term to Landlord ator at such other place designated by written notice from Landlord to Tenant. The rental payment amount for any partial calendar

**B.** The rental for any renewal lease term, if created as permitted under this Lease, shall be as set forth above.

months included in the lease term shall be prorated on a daily basis. Tenant shall also pay to

Landlord a "Security Deposit" in the amount of \$0.00.

#### 3. <u>Use</u>

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device. Tenant shall restrict its use to those reasonably related to computer servers and related appurtenances, and shall not use or permit the use of the Leased Premises for any other purpose, except as set forth herein, without the written consent of Landlord. The Tenant shall carry on and conduct its business from time to time carried on upon the Leased Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, state, municipal or other competent authority and will not do anything on or in the Leased Premises in contravention of any of them. It is Tenant's obligation to determine whether its business is properly operating in the Leased Premises under zoning and other applicable state, federal, county, and city laws.

#### 4. SUBLEASE AND ASSIGNMENT

Region 10 shall have the right to sublease part of the Leased Premises for Internet Service Providers (ISP) or similar service providers' use. The COMMUNITY will at all times maintain its rights of access to the Leased Premises and to any COMMUNITY Equipment within the Leased Premises. Region 10 shall at all times provide the COMMUNITY with access and space for COMMUNITY Equipment within the Leased Premises

#### 5. REPAIRS

During the Lease term, major repairs, such as those made to the emergency/backup generator, furnace or HVAC repairs, and repair of structural failures not caused by Tenant, shall be borne by Landlord, if Landlord in its sole discretion is able to allocate funding to make said repairs; otherwise, in the event Landlord elects not to make said repairs, Tenant may terminate this Lease, and Tenant shall receive a refund of any rental payment, prorated for the remainder of the month in which the damage or failure occurred. Tenant shall make, at Tenant's expense, all necessary minor repairs to the Leased Premises. Minor repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, minor electrical repairs, replacement of cracked or broken windows, etc. Landlord does not intend to provide any minor maintenance to the Leased Premises. Under no circumstances shall Landlord be responsible for reimbursement of costs of any repairs made by Tenant.

#### 6. ALTERATIONS AND IMPROVEMENTS

Tenant, at Tenant's expense, shall have the right following Landlord's prior written consent to make such improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at

Tenant's expense. The value of any permanent improvements made to the premises shall inure to Landlord. This Lease shall constitute a bill of sale for any and all said improvements.

#### 7. PROPERTY TAXES

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises, as applicable. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

#### 8. Insurance

- A. The Tenant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Tenant pursuant to Paragraph 9 hereof. Such insurance shall be in addition to any other insurance requirements imposed by this Lease or by law. The Tenant shall not be relieved of any liability, claims, demands, or other obligations pursuant to Paragraph 9, by reason of its failure to procure or maintain insurance.
- **B.** Tenant shall procure and maintain the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to COMMUNITY. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain continuous coverage.
- **C.** Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Lease.
- **D.** Commercial General Liability insurance with minimum combined single limits of one million dollars (\$1,000,000.00) each occurrence and one million dollars (\$1,000,000.00) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), and blanket contractual.
- **E.** The policy coverage as required above shall be endorsed to include the COMMUNITY, its officers, agents and employees as additional insured.
- F. The certificate of insurance shall be completed by the Tenant's insurance agent as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the COMMUNITY prior to execution hereof. Failure on the part of the Tenant to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of contract upon which COMMUNITY may immediately terminate this Lease. COMMUNITY reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- **G.** Tenant shall provide renter's insurance at Tenant's expense on the premises, adequate to cover any

damage to the Leased Premises in connection with Tenant's use thereof under the terms of this Lease.

#### 9. INDEMNIFICATION

The Tenant agrees to indemnify and hold harmless the COMMUNITY, its officers, employees, insurers, and selfinsurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other losses of any kind whatsoever, which arise out of or are in any manner connected with this Lease, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Tenant, or any officer, employee, representative, or agent of the Tenant, or which arise out of any workers' compensation claim of any employee of the Tenant. The Tenant shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims and demands, and bear all other costs and expenses related thereto, including court costs and attorney fees. The obligation of this Paragraph shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the COMMUNITY, its officers, or its employees.

#### 10. <u>UTILITIES</u>

Landlord shall pay all charges for water, sewer, gas, and electricity. Tenant shall pay all charges for telephone communication utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. Tenant shall pay such amounts within fifteen (15) days of invoice. Tenant acknowledges that the Leased Premises are designed to provide standard sixty (60) ampere electrical facilities and standard office lighting. Tenant may install, at Tenant's expense, additional outlets as needed. Landlord shall provide air conditioning unit capable of maintaining a temperature of no more than 72 degrees Fahrenheit, and in coordination with the Tenant provide electronic access control on the exterior door closest to the leased premises, allowing Tenant to permit authorized access on a full-time basis.

#### 11. ACCESS TO ROOF

If the facility allows, following Landlord's consent, Tenant shall have the right to place on the roof of the Premises, certain radio antenna equipment to be approved by the building official for its safe installation. Tenant shall notify and coordinate with the Landlord when access to the roof is required. Prior to installation Tenant shall ensure that antenna equipment can be installed safely and in compliance with any applicable building codes or permits.

#### **12. ENTRY**

Landlord reserves the right to enter on the Leased Premises at reasonable times and during regular business hours to inspect them, to make additions, alterations, or modifications to any part of the building in which the Premises are located, and Tenant shall permit Landlord to do so. Landlord may erect scaffolding, fences, and similar structures, post relevant notices, and place moveable equipment in connection with the Leased Premises.

#### 13. <u>Damage and Destruction</u>

Subject to other applicable provisions herein, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then either party shall have the right to terminate this Lease in writing, in conformance with the Notice section of this Lease, and Landlord shall return a pro-rated amount of rental money for the period of the month during which the damage occurred when the Leased Premises was unusable for Tenant's purposes. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Tenant shall have the option to either terminate this Lease as set forth in this Paragraph, or repair the minor damage at Tenant's expense; under no circumstances shall Landlord be obligated to pay for or reimburse Tenant for any repairs made. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

#### 14. DEFAULT, TERMINATION, AND ABANDONMENT

- A. If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, without correction thereof for fifteen (15) days after written notice, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.
- **B.** Notwithstanding the term as listed in Paragraph 1 above, either party may rightfully terminate this Lease at will upon sixty (60) days written notice. Notice by the terminating party shall be provided in accordance with the Notice provisions below.
- C. If Tenant abandons said Premises prior to the noticed termination of this Lease, the COMMUNITY may, at its option, terminate this Lease and take immediate possession of the Premises without need of further written notice. The COMMUNITY's possession of the Premises does not constitute any waiver of any right it may have for the enforcement of the terms herein.

#### 15. QUIET POSSESSION

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

#### 16. <u>Subordination</u>

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

#### 17. RESERVED

#### **18. NOTICE**

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by hand delivery, or via United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

COMMUNITY
Attn:
Address

If to Tenant to:

Region 10 LEAP, Inc. Attn: Michelle Haynes 145 S. Cascade Ave. Montrose, Colorado 81401

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

#### 19. Brokers

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

#### 20. WAIVER

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

#### 21. RECORDING OF LEASE

This Lease may be recorded in the public records of the \_\_\_\_\_County Clerk and Recorder, or in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

#### 22. GENERAL PROVISIONS

- **A.** The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease. All covenants are to be construed as conditions of this Lease. This Agreement may be executed in counterparts. Time shall be of the essence of this Agreement.
- **B.** The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.
- C. Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.
- **D.** This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

- **E.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Colorado. If either party commences an action to enforce any covenant contained in this Lease, or for breach of any covenant or condition, the prevailing party shall recover reasonable attorney's fees in arbitration or litigation.
- **F.** Tenant covenants and warrants that at the termination or cancellation of this Lease, Tenant shall quit and surrender said Premises in good condition, reasonable wear and tear excepted.
- **G.** No representations, warranties or certifications, express or implied, shall exist as between the parties, except as specifically stated in the Lease.
- **H.** Nothing herein shall represent a multi-year fiscal obligation to the County, and any expenditures of money by the County in accordance with this Lease shall be subject to the annual appropriation of funds.
- I. The Tenant shall be responsible for collecting all sales and use tax associated with the business related to taxable sales made upon the leased premises, and submitting said tax to the County, and keeping appropriate books and records thereof, pursuant to applicable County Ordinances and Regulations. Payment of sales and use taxes to the County shall be a material provision of this Lease.
- **J.** There shall be no third-party beneficiaries to this Lease with rights of enforcement. This Lease may only be enforced by the Landlord and the Tenant.
- K. No key copies may be made by Tenant or at its direction without the express written consent of Landlord. All keys shall be obtained from Landlord, and all keys shall be returned to Landlord upon the end of the tenancy. Tenant acknowledges that copies of all keys will be retained by Landlord and Tenant agrees that the locks shall not be changed or new locks installed by Tenant, unless at Landlord's request.

IN WITNESS WHEREOF, the parties have executed and made effective this Lease as of the day and year first above written.

LANDLORD:	TENANT: REGION 10 LEAP, INC.
Chair/Mayor	Michelle Haynes, Executive Director
ATTEST:	Attest:

# EXHIBIT A LEASED PREMISES DESCRIPTION

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Figure A: Floor plan of the building located at	with leased premises and
authorized access route shown.	

#### FIBER-OPTIC INDEFEASIBLE RIGHT OF USE AGREEMENT

THIS FIBER-OPTIC INDEFEASIBLE RIGHT OF USE AGREEMENT (this "Agreement") is made and entered into this 5th day of March, 2024 (the "Commencement Date"), by and between Region 10 League for Economic Assistance and Planning, a Colorado non-profit corporation, having a principal address of 145 S. Cascade Street, Montrose, Colorado, 81401 (hereinafter referred to as "Region 10") and The Town of Collbran having a principal address of 1010 High Street, Collbran, CO 81624 (hereinafter referred to as "Town". The foregoing entities may sometimes be referred to generically and individually as a "Party" or collectively as the "Parties".

#### RECITALS

WHEREAS, Region 10 has developed a regional network utilizing fiber optic cables (the "Network") to provide connection to participating communities in the Region 10 and surrounding areas:

WHEREAS, Town desires to access the Network to support improvement of access to broadband within the TOWN;

WHEREAS, the Town obtained funding from the Colorado Department of Local Affairs to build a Fiber Lateral Connection (Lateral) to connect the Town to the Network;

WHEREAS, Region 10 and the Town and desire to enter into an agreement whereby the Town will grant an indefeasible right to use **not more than six strands** (the "**IRU Fibers**") on the Lateral:

WHEREAS, the Parties desire to enter into this Agreement to set forth the terms and conditions upon which the Town will grant to Region 10 an indefeasible right to use such IRU Fibers.

#### **AGREEMENT**

NOW THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### I. GRANT OF INDEFEASIBLE RIGHT TO USE

1. <u>Construction</u>. Upon the TOWN's completion of the construction of the Lateral as described herewith in <u>Exhibit A</u>, the TOWN shall provide access to Region 10 the agreed upon strands of fiber.

- 2. <u>Fiber Optic Cable to Region 10</u>. TOWN shall grant to Region 10 an indefeasible right to use, and Region 10 shall accept use <u>of not more than six</u> strands of fiber-optic cable on the Network as depicted on <u>Exhibit A</u> attached hereto and incorporated by this reference. Region may request additional strands of fiber as needed to provide improved services within the TOWN. TOWN may not utilize any remaining strands for access by commercial providers.
- 3. <u>Term of Agreement</u>. Region 10's use of the IRU Fibers shall commence on the date the IRU Fibers are granted to Region 10 as set forth in Section 2 above and continue until the parties mutually agree the IRU Fibers should be decommissioned due to inability to function as designed or unless terminated earlier as provided herein. In the event this Agreement is terminated, Region 10's right to use the IRU Fibers shall be immediately revoked.
- 4. <u>Title to IRU Fibers</u>. Legal title to the TOWN's facilities, including the fiber-optic communications system, including fiber and cable sheathing and any bridge attachments, conduits, brackets, insulators, fixtures, guy wires, anchors, splice boxes, fiber distribution centers and other hardware needed or used to fasten or support the cable shall be held by TOWN. Neither anything contained in this Agreement, nor any use, however extended, of the IRU Fibers, nor any placement of Region 10's facilities on or in the TOWN's private network shall create or vest (or be construed as creating or vesting) in Region 10 any right, title or interest in or to any real or personal property owned by TOWN other than the indefeasible right of use for the IRU Fibers.
- 5. <u>Free from Liens and Encumbrances</u>. Region 10 shall keep TOWN's facilities and other property subject to this Agreement free from any liens, rights or claims of any third party attributable to Region 10 that adversely affects or impairs TOWN's exclusive ownership and use of its facilities or other property.

#### 6. Maintenance:

- a. TOWN shall be responsible for management of the maintenance of the Network. TOWN shall give Region 10 advance written notice of its intent to perform maintenance or repair on the cable.
- b. Prior to Region 10 assuming operation of the Network, the TOWN shall test the IRU Fibers to verify that the IRU Fibers meet industry standards for single-mode dark fiber ("Fiber Testing"). TOWN shall provide a copy of any report generated as a result of Fiber Testing to Region 10.
- c. TOWN will respond to any interruption of service or failure of the Network as it does to its own fiber-optics in the same lateral. Fiber-optic maintenance and repair is subject to TOWN priorities; no guarantee of services is represented.
- d. Region 10 will pay TOWN its reasonable costs for any additional/special work or maintenance requested by Region 10 in writing and furnished by TOWN on or related to the Lateral. Costs shall include labor, contractor costs, reasonable overhead costs, material, and any other expenses directly associated with Region 10-requested work done on the Lateral.

- 7. <u>Access.</u> TOWN will provide Region 10 with access to the IRU Fibers at points to be agreed upon by the Parties following completion of construction. Region 10 will provide TOWN with prior notice if it intends to access the IRU Fibers.
- 8. <u>Use of Facilities</u>. Region 10 may use the IRU Fibers for any lawful purpose.
- 9. <u>Connection</u>. If Region 10 desires to connect other fiber-optic cables to the IRU Fibers, TOWN agrees to cooperate with Region 10, and for Region 10 to acquire access at the locations listed in Section 7 above; however, such cooperation shall not be construed as requiring TOWN to create connections.

#### **II.GENERAL PROVISIONS**

- 1. <u>Assignment</u>. Region 10 may not assign or transfer rights granted under this Agreement or any portion thereof without the prior written consent of TOWN. The TOWN may assign this Agreement without prior consent from Region 10.
- 2. <u>Comprehension and Authority to Sign</u>. The Parties agree that they understand the terms and conditions of this Agreement. All Parties acknowledge that the undersigned have authority to sign for and bind their respective entities.
- 3. <u>Further Assurances</u>. Each Party hereto agrees to cooperate in all reasonable respects necessary to consummate the transactions contemplated by this Agreement, and from time to time to execute and deliver such documents and instruments as may reasonably be required in order to implement the transactions contemplated hereby. Each Party agrees to cooperate in the execution of subsequent addenda, or to re-execute an amended version of this Agreement, in the event that a Party discovers: (1) a clerical error; (2) a misinterpretation of law except if the misinterpretation of the law would materially alter or defeat the essential business purpose of this Agreement; or (3) an error as to form; when such error(s) obviate or hinder the consideration, performance or enforcement of this Agreement.
- 4. Force Majeure. No Party shall be liable for the failure to fulfill its obligations under this Agreement if and to the extent such failure is caused by an occurrence beyond its reasonable control, including, without limitation: expropriation or confiscation of facilities, compliance with any order or decree of any governmental authority; acts of war or terrorism, floods or abnormal severe weather; riots, rebellion, or sabotage; fires or explosions; labor disputes, strikes, or other concerted acts of workmen; accidents or other casualty; and failures of utilities, local exchange carriers, cities, municipalities, and other political subdivision to follow laws, agreements, or contracts. Further, no Party shall be liable for delays caused by the inaction of utilities, local exchange carriers, or other political subdivisions in granting access to rights of way, structures, or any other required items needed for the installation or operation of the fiber-optic cable facilities.

- 5. <u>Default</u>. Each and every term and condition shall be deemed to be a material element of this Agreement. In the event either Party should fail or refuse to perform according to the terms of this Agreement, such Party may be declared in default thereof.
- 6. <u>Termination</u>. The Parties may terminate this Agreement by mutual consent, made in writing, at any time for their convenience. Upon any default, as defined herein, either Party may terminate this Agreement if such default remains uncured after one hundred and eighty (180) days written notice thereof, given as specified below.
- 7. Notice. Each Party giving or making any notice, request, demand or other communication (each, a "Notice") pursuant to this Agreement shall (i) give the Notice in writing; (ii) cause the Notice to be signed by an individual with authority to represent the Party sending the Notice; and (iii) use one of the following methods of delivery, each of which for purposes of this Agreement is a writing: personal delivery, or Registered or Certified Mail, in each case, return receipt requested and postage prepaid. Each Party giving a Notice shall address the Notice to the appropriate person at the receiving Party (the "Addressee"), whose name appears on the signature page of this Agreement, or to another Addressee or at another address designated by a party in a Notice pursuant to this Section. Except as provided elsewhere in this Agreement, a Notice is effective only if the Party giving the Notice has complied with all applicable provisions in this section, and if the Addressee has received the Notice.

IN WITNESS WHEREOF, the parties have executed and made effective this Agreement as of the day and year first above written.

10WK	
By:	
Name: Keith C. Todd	
Title: Mayor	
REGION 10 LEAGUE FOR ECONOMI	C ASSISTANCE AND PLANNING
By:	_
Name: Michelle Haynes	
Title: Executive Director	

TOWN

#### Exhibit A

Description and Map of IRU



#### Town of Collbran Staff Report

February 2024

#### **Town Manager/Clerk**

#### Overview of Activities/Projects/Accomplishments

- We have met with SCA Consulting regarding next steps for the Comprehensive Plan
  and will be setting final date for upcoming community meeting. Discussion about the
  draft stakeholder list, future community input events, and focus groups. We will bring the
  results of the survey to you at a work session shortly, along with sharing it with the
  community.
- The Mayor and Manager were invited to speak with the Plateau Valley Horizon Committee. We were able to provide updates on Town projects, including Broadband, Auditorium, Comprehensive Plan, Water and Wastewater projects, etc.
- Staff met with members of the Plateau Valley School District's construction management team regarding the possibility of the school attaching to the Town's water infrastructure. Staff requested a letter to our Board requesting being able to attach to the Town's water line. We have this letter on the Agenda and have asked Town Attorney Jim Neu and DOLA Regional Manager Dana Hlavac to join us for the discussion.

#### Meetings Attended

- Weekly I70 Fiber Lateral Updates -Weekly meeting to discuss and track progress of the fiber laterals being built to connect with R10's backbone on I70.
- Weekly 2024 AGNC Legislative Calls
- Colorado River Wildfire Collaborative monthly meeting
- Attended AGNC's monthly meeting via Zoom

#### MISC

- Thank you to Karla for the extra time and effort with the extra work it has taken and the continued effort while moving the Auditorium project forward.
- On the Agenda I have a quote from Fort Orange Press to help with the printing of
  election materials. Among the items they will be printing for us are outside envelope,
  inside envelope, secrecy sleeve, ballot, required sample ballots for use in the office. We
  have been reaching out to the community for election judges and you will be appointing
  judges at the meeting.

#### Goals/Focus for Next Month

• Continuing the process in the marshal's office audit

#### Capital Improvement Plan Update

- Auditorium As we noted when we received the CDBG award for the auditorium, there are quite a few approvals that are required from various agencies due to the historical nature of the auditorium and the federal funds involved. As part of that process, we will be required to document the current appearance of the auditorium before any of the new work can be done and keep those pictures and correspondence on file permanently. We will have to sign a Memorandum of Agreement (MOA) with the Colorado State Historical Preservation Office (SHPO) and complete some additional steps to receive the necessary environmental release of funds before we can begin any asbestos abatement, demolition or new construction. We had to submit the Auditorium project for review by the "Advisory Council for Historic Preservation" a DC-based independent federal agency comprised of 24 statutorily designated members from federal agencies, preservation organizations, Indian tribes, and expert private citizens. They have twice requested additional information about the project, which we provided, but we are still waiting for their approval to proceed. Unfortunately, this has delayed the CDBG contracting process and we are not yet authorized to begin work. Once we hear back from the ACHP, we will know if they will require additional outreach or consultation, and if and when we can move forward. We have meetings scheduled with DOLA and with our architect/construction/asbestos team later this week to update and work on schedules.
- Auditorium We received an award of \$80,000 from the Colorado Department of Public Health and Environment toward the asbestos abatement and monitoring costs.
- Broadband On this agenda, we have the approval of the special use permit to allow NeuComm Solutions to install the standalone generator and tower at Gandi Park. We also have the two agreements that are necessary for Region 10 to lease space in the Gandi CNL and to lease up to six strands (of the 72 total) middle-mile fibers. This will allow Region 10 to "light up" the fibers and begin reselling backhaul service to our local internet providers once we are connected at DeBeque and all of the equipment is placed. The necessary electronic equipment has either arrived or will shortly and will be configured by Region 10 as part of the implementation.

#### **Finance Director**

Overview of Activities/Projects/Accomplishments

 Auditorium - Extensive work on submissions to the Advisory Council for Historic Preservation, conversations with DOLA

Trainings/Meetings Attended

Discussion with KLJ, Mike and Melonie on alley sewer line replacement

**MISC** 

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#### Goals/Focus for Next Month

- Provide the utility rate study group with the remaining information needed for the study.
- Continue to prepare for 12/31/22 audit
- Continue to work on Auditorium approvals

\*

#### **Public Works Manager**

Overview of Activities/Projects/Accomplishments

- Burned slash piles at Rodeo Grounds
- Worked on message board at Terrell
- Water leak at the Apartments
- Exercised valves on upper part of Town
- Ice Clean- up on streets
- EC Electric wired pump house
- Swept streets
- Laid underground power to pump house
- Inventory of Shop
- Worked on Asset Management
- Worked on WWTP road
- Replaced 2 VFD's at WWTP
- Ran Pavilion power to new power box on Pump House
- Bladed Rodeo grounds parking lot
- Patched potholes all over town

#### Trainings/Meetings Attended

- Filter Tech at Pump House
- Lane Gross at Terrell about ADA sidewalks
- Met contractors at Auditorium
- Cirsa trainings
- Met with School on water line
- Met with KLJ about sewer line repair down alley behind ACE
- Met with Scott Thomas from CDPHE

#### **MISC**

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Goals/Focus for Next Month

- Finish Pump house
- Start on sewer line behind ACE

#### **Water/Sewer Contractor**

Overview of Activities/Projects/Accomplishments

- Fill out and send in a monthly MOR report to CDPHE. (This is a lot more involved with the new MOR)
- Electrical issues at the water plant.
- Power issues at the sewer plant, GFI's kicked, and recording instruments issues.
- Monthly Bac T samples to Mesa Health.
- Sewer samples to Persigo Lab.
- TOC, alkalinity, samples to Colorado Analytical Lab. Bottle broke, sent in again.
- Weekly PH and temp checks
- Clean and organize water plant.
- State sent a new form for backflow in Jan 24 for 2023. Had 2023 done. Work on switching everything to the new form.
- Working on reg 85 annual report.
- Help Filter Tec install a new turbidimeter at the water plant.
- Work on remote radio, mount box in water plant.
- Cal chlorine analyzers, turbidimeters.
- tank inspections.

#### Trainings/Meetings Attended

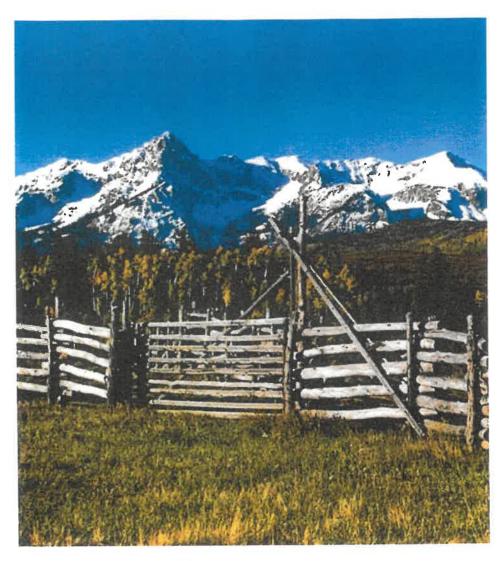
Training Dawson

#### MISC

ullet

#### Goals/Focus for Next Month

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# HOW TO CREATE A NEW EMPLOYER ACCOUNT

WWW.CONNECTINGCOLORADO.COM

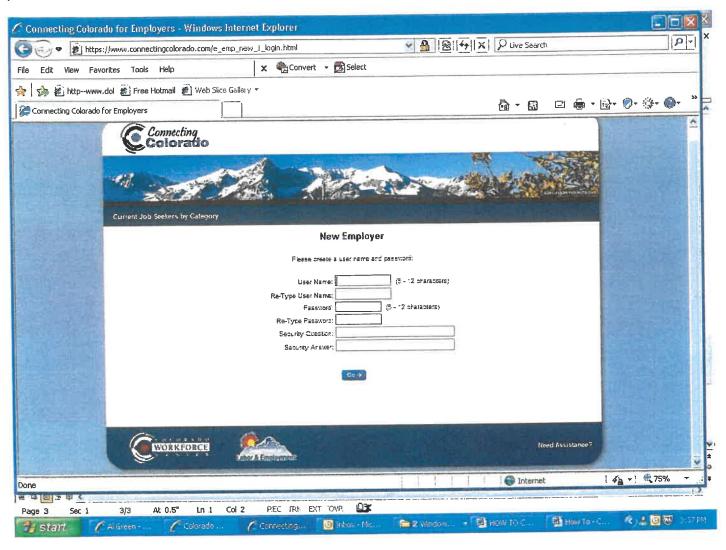
\*Go to www.connectingcolorado.com Click on EMPLOYER CLICK HERE, below the job seeker log in.



Click on Register & Post a Job to create an account. For more information about Business Services, click on LEARN ABOUT OUR SERVICES to find out more about services offered to businesses statewide.



Create a user name, password and security question. Tip: Keep your user name related to your company and not personal information.



Enter all required information under company information, including your Federal Employer Identification Number. For security purposes, Federal Employer Identification Number is required and allows us to verify your business.

Company Information
1
Fields with * are required
* Company Name:
<sup>2</sup> Contact Name:
Department:
* Address:
* City:
* State: Colorado ▼
* Zip Code:
* Phone Number: x
Fax Number:
E-Mail Address:
Web Site:
* Federal Employer ID Number (FEIN): (do not enter dashes)
Federally Mandated Lister: 'L' Yes 'L' No
* How Did You Hear About Us:

Under industry, select ONLY ONE from the list that best describes your company. Also please answer the questions under "Additional Information" to include the last two questions; "Employees Covered by Workers' Comp?" and "Pay into Unemployment Insurance." Click "Go" button.

	Industry
Samuel Name of Fred Day See	(Please select ONLY ONE)
Accommodation and Food Services	
Admin/Support & Waste Mgmt/Remediation Svcs	<b>T</b>
Agriculture, Forestry, Fishing and Hunting	▼
Arts, Entertainment and Recreation	Y
Colorado State Government	¥
Construction _	<b>v</b>
Educational Services	<u> </u>
Finance and Insurance	V
Health Care and Social Assistance	¥
Information	▼
Management of Companies and Enterprises	
Manufacturing [	*
Other Services (except Public Administration)	· ·
Professional, Scientific and Technical Services	v
Public Administration	T
Real Estate and Rental and Leasing	▼
Retail Trade	<b>Y</b>
Transportation and Warehousing	₹
Utilities	▼
Wholesale Trade	<b>v</b>
No.	
	Additional Information
Paid Sick Days/Year:	
Paid Vacation Days/Year:	
Paid Holidays/Year:	
Health Insurance Available:	□ Yes □ Nc
Incentive or Profit Sharing Program:	□ Yes □ No
Background Check Required:	□ Yes □ No
Orug Test Required:	
Employees Covered by Workers' Comp.	
Pay Into Unemployment Insurance:	
	Go →

Once you click go, your account will be sent to the local workforce center in the county where your business is located. They will review your account, verify your information, and approve your account. Should there be any questions; a workforce center representative will be in touch with you. If you have any questions, please contact your local workforce center. To find your local Workforce Center, go to:0 <a href="https://www.yourworkforcecenter.com/">https://www.yourworkforcecenter.com/</a>

#### Exhibit 3-1

# WORK-BASED LEARNING PROGRAM AGREEMENT BETWEEN

#### COLLBRAN JOB CORPS 57608 HWY 330, COLLBRAN, CO 81624

and

The above-mentioned organizations are entering into an AGREEMENT to establish a Work-based Learning (WBL) Program with the stipulations outlined below. This document is not a contract or a legally binding document; rather, it is a Memorandum of Understanding (MOU) between the above-mentioned parties.

Job Corps students are considered employees of the federal government for purposes of medical coverage under the Federal Employees' Compensation Act (FECA). Section 8143 of FECA states, "While students are enrolled in Job Corps, students are considered employees of the federal government for purposes of medical coverage under FECA. The 'performance of duty' does not include an act of an enrollee while absent from his assigned post of duty, except while participating in an activity (including an activity while on pass or during travel to or from the post duty) authorized by or under the direction and supervision of Job Corps." In paid WBL situations, an employment relationship exists between the employer and the student; therefore, the provisions of the Fair Labor Standards Act are applicable.

There is no provision stated or implied in the Act that employers must provide additional insurance coverage for federal employees. While students are assigned to the work site, the WBL Coordinator is responsible for monitoring and working closely with the students and employers to provide training, weekly evaluations, and conflict resolution. The WBL employer should be advised to report all accidents and injuries that occur during the "performance of duty" directly to the Center Director or WBL Coordinator. In the event a student is injured while assigned to a WBL site, the student is covered under FECA. WBL employer must record the incident in accordance with the established injury recordkeeping system, and report the incident to the WBL Coordinator.

There are no specific general industry Occupational Safety and Health Administration (OSHA) standards for accident investigation. However, Job Corps centers are required to conduct accident investigations in the event of a fatality, major property damage or injuries, including

serious injuries resulting in hospitalization in accordance with 29 CFR 1960.29, "Basic Program Elements for Federal Employees OSHA." In the event of a student fatality or serious injury, the work site and the WBL Coordinator are responsible for contacting OSHA and the Job Corps center within 8 hours. Job Corps and the work site should conduct an accident investigation to determine the root cause in order to implement corrective actions to prevent future occurrences.

The work site employer, Job Corps center, or Sovereign Nation is required to provide immediate access to OSHA Inspectors after an incident (OSHA Act of 1970, Sec.8 Inspections, Investigations, and Recordkeeping).

#### Work-Based Learning Agreements

#### Job Corps Center agrees to:

- 1) Request a copy of the WBL site's last federal and/or state OSHA inspection to review violations. WBL Coordinator will contact site to determine if the identified hazards have been abated.
  - If site refuses to provide copy of inspection results, center WBL Coordinator will obtain general inspection and/or accident inspection data from the federal OSHA website at http://www.osha.gov/oshstats/index.html or the state OSHA website.
- 2) Monitor all active WBL sites at least monthly to ensure that students are receiving quality training in a safe environment. Center instructors, Safety Officers, and other staff must visit active work sites on a regular basis to:
  - Observe and counsel students.
  - Observe the working environment for potential hazards.
  - Observe students' use of safety work practices including use of proper protective equipment.
  - Ensure tool inventory, accountability, and security procedures are being followed.
  - Ensure that the training needs of the students are being met.
  - Determine, in collaboration with the work-site supervisor, what on-center activities might be needed to support training at the work site.
- 3) Implement a process for notifying the employer in the case of student absence (i.e., winter break, unexpected student absence, center function).
- 4) Record all accidents and injuries in the Employee's Compensation Operations and Management Portal (ECOMP) within 7 days of supervisor notification.
- 5) Record and report all serious injuries or illnesses within 24 hours to the ECOMP coordinator, local director and local safety manager.
- 6) Implement a process for notifying the employer of potential safety hazards identified by students and/or center staff.

- 7) Coordinate with the employer to conduct an investigation of accidents resulting in serious injuries and/or fatalities involving Job Corps students.
- 8) Document and record student WBL assignments and progress.
- 9) Provide the competencies (or sections of the student's Electronic Training Achievement Record [e-TAR] in which the student will be trained at the work site).
- 10) Provide a process for notifying the center in the case of student absence or injury.
- 11) Provide a schedule/format for providing feedback to the center and the student about the student's performance.

#### WBL Employer agrees to:

- 1) Provide the center WBL Coordinator with a copy of the latest federal and/or state OSHA inspection results upon request.
- 2) Provide direct supervision and workplace mentors to students.
- 3) Assist students in achieving agreed upon career technical and academic skills.
- 4) Provide a safe environment.
- 5) Support industry-specific certification requirements, as applicable.
- 6) Not discriminate against students with disabilities and to provide reasonable accommodation, as determined by applicable state and federal law.
- 7) The student must not displace employees at the work site.
- 8) Document student achievements and competencies.
- 9) Provide Center Safety Officer or other staff with routine escorted or unescorted access to student work areas to observe working/training conditions.
- 10) Adhere to all federal and state laws and regulations regarding employment and applicable safety and occupational health.
- 11) Coordinate with Center Safety Officer to conduct an investigation of accidents resulting in serious injuries and/or fatalities involving Job Corps students.
- 12) Provide the Occupational Safety and Health Administration (OSHA) with immediate access to the work site in the event of a student fatality or serious injury.
- 13) Provide all equipment, tools, and personal protective equipment and clothing needed to perform the assigned duties that would normally be provided to employees.

- 14) Ensure full tool inventory, accountability, and security, ensuring that all tools are accounted for before the end of each class, or the end of each day if off-site, and ensuring that all tools that are unaccounted for are found and all tools are secured.
- 15) Inform the Center Director, or designee, of all accidents and injuries within 24 hours.
- 16) Adhere to the provisions of the Fair Labor Standards Act if an employment relationship exists between the employer and the student.
- 17) Report all accidents, damage, loss or destruction of property, or emergency immediately to Evonne Stites, Center Director /designee, at in order to provide a detailed report.

Center Director:	Date:	_
WBL Coordinator:	Date:	
Center Safety Officer:	Date:	_
Company CEO/Designee:	Date:	
Company WBL Supervisor:	Date:	_
Company Safety Officer:	Date:	

