Board president:

1. **Calls Meeting to Order**

2. **Leads the Pledge of Allegiance**

   I pledge Allegiance to the flag of the United States of America and to the Republic for which it stands, one nation under God, indivisible, with Liberty and Justice for all.

3. **Conflict of Interest**

   Before the meeting commences, the Board President asks:

   “Are there any Board Members who need to disclose a conflict of interest related to the agenda items?”

   [If there is a conflict, the Board member explains the conflict and then recuses himself/herself from the meeting before the Board discusses that agenda item.]
1. CALL TO ORDER
   A. Pledge of Allegiance
   B. Moment of Reflection
   C. Conflict of Interest Disclosures

2. CONSENT AGENDA
   A. Board Minutes:
      1. April 19, 2016, Regular Board Meeting
      2. April 25, 2016, Board Work Session
      3. May 4, 2016, Special Board Meeting
   B. Trails Committee Minutes
      1. April 5, 2016, Trails Committee Meeting (Approval)
      2. May 10, 2016, Trails Committee Meeting (Review)
      3. Trails Committee Member Officer Appointments
   C. Staff Reports:
      1. Golf Operations
      2. Recreation Operations
      3. Aquatic Operations
      4. Marina Operations
      5. Golf Maintenance
      6. Parks/Trails Maintenance
      7. Campground Operations
      8. Human Resources
      9. Financial Reports
      10. Paid Bills

3. APPROVAL OF AGENDA

4. BOARD ORGANIZATION
   A. Oath of Office – Marie Richardson and Stan Gengler
   B. Election of Officers
   C. Committee Appointments
   D. Conflict of Interest Forms
   E. Board Attendance Sheet

5. CITIZEN & BOARD COMMENTS

6. EXECUTIVE DIRECTOR REPORTS
   A. Executive Director Report
   B. Project Manager Report

3. OLD BUSINESS
   A. Community Center Project - Owner’s Rep (Update)
   B. Community Center Financial Agreement (aka “Bridge Loan”) Discussion
   C. Stanley Park Bike Park (Discussion)

4. NEW BUSINESS
   A. Otie’s Trail Easement (Discussion/Action)
   B. CPW Grant Contract – Common Point Repairs (Approval)
   C. EVRPD Personnel Manual Changes (Discussion/Approval)

5. FURTHER BUSINESS
   A. Meetings to Schedule

6. ADJOURNMENT

The Board reserves the right to consider other appropriate items not available at the time the agenda was prepared.

Ron Duell, Board Secretary
AGENDA TITLE: CONSENT AGENDA  

SUBMITTED BY: JANET CARABELL

CONSENT AGENDA OPTIONS:

1. Consent agenda items requiring clarification or for which a board member has a question:

   Before the meeting is held, board members should send their question(s) – or request clarification on items – to the Executive Director. Answers are then sent to all board members before the meeting. (At the meeting itself, an item cannot be pulled from the consent agenda just to have a question answered.)

2. Consent agenda items that a Board member disagrees with or wants to discuss in the meeting:

   Before voting to approve the consent agenda at the meeting, the board member requests that the item in question be removed from the consent agenda and moved to the regular agenda as an item to be discussed in detail. The remainder of the consent agenda is voted on and approved, and only that single item is held out for discussion.

CONSENT AGENDA APPROVAL / REMOVAL PROCEDURE:

APPROVAL – The consent agenda is a single agenda item that is approved by one motion:

Board member 1: I move to approve the consent agenda, as presented.

Board member 2: I second the motion.

Board president: There is a motion and a second to approve the consent agenda. All in favor, signify by saying “Aye.” Those opposed, signify by saying “Nay.”

REMOVAL – To remove an item from the consent agenda:

Board member: I would like to request that the Item ‘xx’ be pulled from the Consent Agenda for discussion and placed under the “____” portion of the regular agenda.

Board president: All in favor of approving the Consent Agenda, minus Item ‘xx’, signify by saying Aye. (Etc.)

If the vote passes, item “xx” is discussed in the portion of the meeting where it was placed by the above vote. ONLY items moved off the consent agenda are to be discussed.

The consent agenda for this meeting includes:

A. Board Minutes:
   1. April 17, 2016, Regular Board Meeting
   2. April 25, 2016, Board Work Session
   3. May 4, 2016, Special Board Meeting

B. Trails Committee Minutes
   4. April 5, 2016, Trails Committee Meeting (Approval)
   5. May 10, 2016, Trails Committee Meeting (Review)

C. Staff Reports:
   1. Golf Operations
2. Recreation Operations
3. Aquatic Operations
4. Marina Operations
5. Golf Maintenance
6. Parks/Trails Maintenance
7. Campground Operations
8. Human Resources
9. Financial Reports
10. Paid Bills

**Board Action Needed:**

A motion to (approve or remove an item from) the consent agenda, as presented.

<table>
<thead>
<tr>
<th>Name</th>
<th>Yes</th>
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<tbody>
<tr>
<td>Kathy Asche</td>
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<td>No</td>
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<td>Yes</td>
<td>No</td>
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<td>Ken Czarnowski</td>
<td>Yes</td>
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<td>Dave Kiser</td>
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MINUTES OF REGULAR BOARD MEETING OF THE BOARD OF DIRECTORS
OF
ESTES VALLEY RECREATION AND PARK DISTRICT

Tuesday, April 19, 2016 – 7 p.m.
Estes Park Golf Course Clubhouse
1480 Golf Course Road, Estes Park, CO 80517

Present: Kathy Asche, Ken Czarnowski, Dave Kiser
Absent: Ron Duell (excused absence); Board member Greer resigned from the Board on 3-14-16
Staff: Janet Carabell, Tom Carosello, Mary Davis, Mark Miller, Kim Slininger
Others: Jackie Hertel (Estes Park), Jean McGuire (Estes Park), Jack Holmquist (Estes Park), Stan Gengler (Estes Park), Chuck Jordan (RLH Engineering, Inc.), Alan Antolak, David Baty (Estes Park), Steve Deats (Estes Park), Rhonda Mickelson (Estes Park), Nan Ryan (Estes Park), Ruth Moser (Estes Park), Lee Kennicke (Estes Park), Sharyn Gartner (Estes Park)

Prior notice of this work session was given by posting a notice at the Town of Estes Park’s Municipal Building, the Estes Park Public Library, Estes Valley Recreation and Park District’s Administration Office, the Larimer County Clerk’s Office in Estes Park, CO., and the Boulder County Clerk’s Office in Boulder, CO.

The meeting was called to order at 7:01 p.m.

Board President Asche began the meeting with the Pledge of Allegiance. Ms. Asche asked if any Board members had conflict of interests related to the agenda. No conflicts of interest were disclosed.

CONSENT AGENDA

The consent agenda for the meeting included:
A. Board Minutes:
   1. March 15, 2016, Board Work Session
   2. March 15, 2016, Regular Board Meeting
B. Trails Committee Minutes
   1. January 20, 2016, Trails Committee Meeting (Approval)
   2. April 10, 2016, Trails Committee Meeting (Review)
B. Staff Reports:
   1. Golf Operations
   2. Recreation Operations
   3. Aquatic Operations
   4. Marina Operations
   5. Golf Maintenance
   6. Parks/Trails Maintenance
   7. Campground Operations
   8. Human Resources
   9. Financial Reports
   10. Paid Bills

Moved by Dave Kiser, seconded by Ken Czarnowski, to approve the consent agenda, as presented.

No discussion. Ayes – 3. Motion carried unanimously.

APPROVAL OF REGULAR (ACTION) AGENDA

Moved by Ken Czarnowski, seconded by Dave Kiser, to approve the regular (action) agenda, as presented.

No discussion. Ayes – 3. Motion carried unanimously.

CITIZEN & BOARD COMMENTS

CITIZEN COMMENT #1: Jack Holmquist asked the Board what the timeline is for filling the Board vacancy. Board President Asche stated that the District has received letters of intent and plans to conduct interviews next week. The plan is to have the Board member seat filled by the May 17, 2016, regular Board meeting. Jack Holmquist thanked the Board and then left the meeting.
RECORD OF PROCEEDINGS

BOARD COMMENTS - None.

Board President Asche closed the Citizen & Board Comments portion of the meeting.

EXECUTIVE DIRECTOR REPORT
Tom Carosello, Executive Director, supplied a written report prior to the meeting.

Mr. Carosello stated that staff is waiting for comments from David Seigenthaler (NPS) on the Common Point concessionaire contract regarding public participation and range clean-up issues and responsibility.

The Board did not have questions for Mr. Carosello.

PROJECT MANAGER’S REPORT
Kim Slininger, Project Manager, supplied a written report prior to the meeting and gave a report at the meeting.

Mr. Slininger suggested that the Board consider using a “best value” vs. “low bid” approach for future construction contract awards. Mr. Slininger stated that using a “best value” approach to construction contracts allows for informed decisions in selecting the best contractor based on past performance, ability to successfully perform like work, successful prior completion with minimal change orders, demonstrated flexibility in contract execution and of course, and best contract price.

Mr. Slininger reported that the District is waiting to see how Larimer County proceeds with the right-of-way (ROW) “take” process. To-date, nineteen offers have been made; the county has identified forty-nine properties for possible ROW takes.

Mr. Slininger reported that BOR cost share (match) for projects over the next three years is $150,000.

The Board did not have questions for Mr. Slininger.

OLD BUSINESS

Community Center Project - Owner’s Rep Update
Chuck Jordan (RLH Engineering, Inc.), Owner’s Representatives for the Estes Valley Community Center project, supplied a written progress report prior to the meeting covering the period from March 15, 2016, to April 19, 2016.

Mr. Jordan reported that the Design Advisory Group (DAG) reviewed RFQ submittals for the community center construction manager/general contractor (CM/GC). The RFQ was released on March 4, 2016, with a submission deadline of March 17, 2016. Four firms submitted RFQs: FCI Constructors, Adolfson and Peterson Construction, Pinkard Construction, and Heath Construction. The Design Advisory Group ranked and interviewed the top three firms, and recommended Adolfson and Peterson Construction. A draft CM/GC contract was reviewed and approved by the District’s legal counsel. RLH attended a pre-application meeting with Town of Estes Park staff for the community center Site Development Plan (sketch plan). A plat will be submitted to the Town on April 27 and sketch plan will be submitted to the Town by mid-May. Mr. Jordan reported that the development review plan with the Town is on schedule.

Discussion: Board member Czarnowski asked about the Town’s confusion regarding the site cost estimates of $1.8 million. Mr. Jordan replied that this is a rough estimate from the architect for costs associated with design/development of the community center site itself and the areas surrounding the outside of the building. Mr. Jordan noted that the original community center costs prepared by others in the past only included the building space and did not include anything outside of the building. Mr. Czarnowski stated that the Town needs clarification on this issue. Executive Director Carosello plans to attend the orientation for the new Town Trustees and he will explain the community center finances to the Trustees at that time. Mr. Carosello added that the Design Advisory Group minutes are sent directly to Town Administration to ensure Town staff receives the minutes and is kept informed.

Scottish-Irish Festival Contract (Discussion/Action)

Executive Director Carosello reported that he recently spoke with Peggy Young regarding changes to the Scottish-Irish Festival contract and that the festival organizers are not interested in negotiating a new contract with a new fee schedule. According to Mr. Carosello, the festival organizers thought the contract signed in 2015 was good for five years; they did not understand that this contract renewed each year. Mr. Carosello will provide suggestions to the Board for a new fee structure. He stated that he will need direction from the Board as to how to proceed with contract negotiations.

Community Center - Construction Bridge Loan

Executive Director Carosello reported the District has not received word from the Town regarding a decision to leverage the Town’s 1A sales tax revenue sooner than the original ten-year timeframe for community center building costs. Given this, Mr. Carosello suggested that the Board continue to pursue a construction “bridge” loan for the community center, with the understanding that if the Town provides funding sooner, EVRPD will pay off the construction loan early. Proceeding with the plans to obtain a loan will keep the project on schedule.
Discussion: Board member Czarnowski stated that given the fact that the Town is a community center project partner, he would think the Town would want to find a way to release funds sooner in order to save money on loan interest. Board member Kiser asked if the Town has provided a timeline for their answer. Mr. Carosello replied that they have not, noting that new Trustees were just elected.

Community Center Design - Childcare Facility & Other Considerations (Discussion)

Executive Director Carosello reported that two proposals were received for childcare service providers. The District will need to have the State of Colorado’s opinion/requirements re providing childcare. David Batey offered to write an RFP for the District to use in the selection of a childcare service provider.

Several citizens addressed the Board regarding community center space allocation: Jean McGuire stated that the proposed gym space is not large enough for Pickleball tournaments and is not adequate for four Pickleball courts. She added that retractable basketball hoops are also needed to make sure they are not in the way of the courts. Ms. McGuire said that 10- to 25 people regularly play Pickleball and that she has 70- to 75 people on her Pickleball distribution list. Lee Kennedy stated the more gym space is needed and urged the Board not to start out with too small of a gym space. Rhonda Mickelson noted that there are two fitness clubs in Town with similar facilities. She stated that the fitness space in the proposed community center plan has changed since it was voted on and that the fitness space has grown in size. Ms. Mickelson added that the current middle school gym space is inadequate and suggested that the Board consider looking at “percentages” of space when deciding what to downsize in the overall plan. David Batey stated that his wife plays Pickleball and he understands the issues, but he is concerned about expanding gym space and reducing other spaces to accommodate a larger gym. Mr. Batey worked on the election campaign and talked to over forty different groups about their needs. He stated that Pickleball users represent less than 1% of the District’s 11,000 residents (based on 70- to 75 Pickleball players). Mr. Batey suggested shrinking everything to cut costs, rather than just shrinking one space for one group to the disadvantage of other groups.

Discussion: Board President Asche suggested that Pickleball folks should talk to Town Trustees about providing 1A sales tax revenue up front to help fund the community center. Board member Kiser agreed that a larger gym space should be built now, rather than looking to expand the gym later. Executive Director Carosello noted that “small” is a relative term and that the planned gym space is quite large (9,550 sq. ft.); he asked the Board what to take out of the plan. Mr. Carosello said that the architect has been asked to look at moving interior walls to accommodate a larger gym, but that doing so will impact the upper floor space (eliminate the fitness space and shrink the multipurpose room space) and will add at least $1 million to building costs. Board President Asche said she agrees with Mr. Kiser’s comments and is disappointed that the gym space has shrunk. Executive Director Carosello asked for a recommendation from the Board to have OLC change the design, noting that this would need to be done ASAP. Board President Asche suggested expanding the footprint of the building. Chuck Jordan (RLH) said it would cost ~$300/sq. ft. to do so. Board member Czarnowski asked Mr. Carosello to tweak the plan to include a modest extension to the building that will increase the footprint for a larger gym space without shrinking other spaces. Mr. Czarnowski said the Board will need to be informed of the costs to do so, available options, and the status of the Town’s plans to provide 1A tax revenue sooner. Board member Kiser noted that increasing the gym space is not just to accommodate Pickleball, noting that it is a multi-use space. Mr. Carosello asked if Board wants to ask the Town to provide the ~$1 million now to pay for these changes.

NEW BUSINESS

Community Center Design – Junior Golf Space (Discussion)

Mark Miller, Golf Services Manager, reported that the concept of an indoor golf room has been in the planning stages for the past four years. The previous Executive Director, Mr. Rorabaugh, instructed Mark to start the process of planning for an indoor golf room to help fund the community center. This planning was also to include the means to fund the room. In the preliminary plans developed before the community center ballot issue passed in November 2015, Mr. Rorabaugh felt it was best to have the golf area in a corner of one of the proposed gyms, or in an odd shaped area that may come available through the planning process. Golf staff believes that space in the community center for junior golf will greatly benefit the junior golf program, allowing kids to practice indoors in inclement weather, and further noted that funds have been put aside each year since 2012 for the project. He added that the project has the support of the local school district. In addition, the simulator will “grow” the game year-round and it is a multi-generational recreation offering. Staff proposed that the Junior Golf Fund can be used to completely fund the contents of the golf room, allowing junior golfers complete access to the room at little or no cost. Fees for usage of the room by adults would be priced to be competitive with neighboring cities with similar golf rooms and simulators. 100% of revenue would go to the community center. Mark pointed out that the Junior Golf Fund was established over thirty years ago as a funding source strictly to be used for growing the game of golf for the youth in the community. In 2009, the Board accepted a proposal from Mark to hold the fund under the District umbrella, while allowing the golf managers complete control of its spending. Mark estimates that at today’s prices, it will cost $15,000 to $20,000 to furnish the room with a state of the art golf simulator, mats, safety nets, tables, and other necessary equipment. Mark stated that these costs are well within the means of the Junior Golf fund and spending these funds will not diminish the current junior golf program. Golf Services staff distributed a survey to 400 people regarding the golf simulator with 150 responses received, with over 80% of respondents in favor of the simulator.

Discussion: Board President Asche stated that this project has been in process for nearly five years. Mark noted that if the junior golf room and simulator are not built at the community center, it will have to be built somewhere else in the future.
and that there is no good alternative space for it. Ms. Asche noted that when Bryon Holmes was approached about the issue, he said he was not interested in installing a golf simulator at MedEx (a private business). Mark added that Mr. Rorabaugh informed another business owner in Estes Park that EVRPD planned to install a golf simulator and that business owner never installed a simulator because of EVRPD’s plans. Board member Kiser stated that if the room and all the equipment is paid for by the Junior Golf program, it is a “no-brainer” to install it in the community center. Board member Czarnowski asked about space requirements. Executive Director Carosello said ~30x20 sq. ft. space is needed. He added that it would not take up gym space, but instead would be installed in the one story space allocated for stretching/warm-up. Mr. Carosello asked the Board for direction on whether or not to leave the simulator in the community center building plan. Board members stated that they had no objections to the golf simulator room and directed Mr. Carosello to proceed with plans to install it.

*(Several citizens left the meeting after this discussion ended.)*

**Recommendation Regarding Selection of Community Center General Contractor**

Executive Director Carosello reported that the District received submittals from four firms in response to the RFQ issued by RLH Engineering to solicit qualified construction management/general contractor companies for the community center project in early March. Interviews were conducted with three firms on March 28. Firms interviewed were Pinkard Construction, FCI Constructors, and Adolfson and Peterson Construction. Based on the interview process, plus findings which include appropriate fee structure, relevant project experience, availability and discussions with references, staff recommended that the Board authorize RLH Engineering to begin contract negotiations with Adolfson and Peterson Construction. Chuck Jordan from RLH stated that a standard contract is being used which has been reviewed by the District’s law firm, and that the contract should be ready within two weeks.

Moved by Dave Kiser, seconded by Ken Czarnowski, to authorize RLH Engineering to begin contract negotiations with Adolfson and Peterson Construction for construction management and general contractor services for the Estes Valley Community Center project.

No discussion. Ayes – 3. Motion carried unanimously.

**Dry Gulch Road to Lake Estes Trail Underpass (Approval)**

Executive Director Carosello reported that the Town of Estes Park has begun the Dry Gulch Road Rehabilitation Project, which includes a proposed, hard-surface link to the Lake Estes Trail at Wapiti Meadows via the Highway 34 underpass. The Town has requested EVRPD’s Board to grant permission to engineer and construct this link. EVRPD staff has met with representatives of the Town and the Bureau of Reclamation (BOR) to gauge impacts and potential costs. The portion of the trail link which EVRPD would be responsible for maintaining is less than 150 feet (south of Highway 34) and thus potential maintenance costs are estimated to be nominal. The BOR has indicated preliminary approval and requires a decision from EVRPD’s Board prior to issuing a special use permit to the Town for engineering and construction. The Town is not requesting engineering/construction funds, but would like EVRPD to maintain the portion of the link south of Highway 34. Since the link will add further connectivity to the existing trails system and not require District funding for construction, staff recommended the Board grant permission to the Town for engineering and construction of the proposed link (recognizing EVRPD will maintain the link south of Highway 34 once it is completed).

Moved by Ken Czarnowski, seconded by Dave Kiser, to grant permission to the Town of Estes Park for engineering and construction of the Dry Gulch Road/Highway 34 Underpass trail link to the Lake Estes Trail at Wapiti Meadows.

No discussion. Ayes – 3. Motion carried unanimously.

**FURTHER BUSINESS**

• Meetings will be scheduled soon for Board vacancy interviews and for GC/CM contract approval.

• **Next regular Board meeting:**
  Tuesday, May 17 – 7:00 p.m. – 18-hole Golf Course Clubhouse

*Meeting adjourned at 8:31 p.m.*

Kathryn Asche, Board President  Ron Duell, Board Secretary

Recorded by Janet Carabell
President Asche called the meeting to order at 6:00 p.m.

The purpose of this work session was to interview potential candidates to fill the vacancy created when Ben Greer resigned from the Board in March 2016. The district received six letters of interest for the vacancy and interviewed the top four candidates. The Board will hold a special meeting in the near future to appoint one of the candidates to the Board. The appointed Board member will serve out the remainder of Mr. Greer’s term, which expires in May 2018.

Meeting adjourned at 9:00 p.m.

Kathryn Asche, Board President

Ron Duell, Board Secretary

Recorded by Tom Carosello
MINUTES OF BOARD WORK SESSION OF THE BOARD OF DIRECTORS
OF
ESTES VALLEY RECREATION AND PARK DISTRICT

Wednesday, May 4, 2016 – 1:00 p.m.
Lake Estes Golf Course Pro Shop
690 Big Thompson Avenue, Estes Park, CO 80517

Present: Kathy Asche, Ken Czarnowski, Ron Duell, Dave Kiser

Staff: Tom Carosello (Executive Director), Janet Carabell (Administrative Assistant)

Guests: Stan Gengler, Jason Huestis (Adolfson & Peterson), Michelle Hiland (1767 Wildfire Road, Estes Park), Arthur Messal (1767 Wildfire Road, Estes Park)

Prior notice of this meeting was given by posting a notice at the Town of Estes Park’s Municipal Building, the Estes Park Public Library, Estes Valley Recreation and Park District’s Administration Office, the Larimer County Clerk’s Office in Estes Park, and the Boulder County Clerk’s Office in Boulder.

The meeting was called to order at 1:01 p.m.

Board President Asche began the meeting with the Pledge of Allegiance. Ms. Asche asked if any Board members had conflict of interests related to the agenda. No conflicts of interest were disclosed.

Approval of Agenda

Moved by Ron Duell, seconded by Ken Czarnowski, to approve the agenda, as presented.

No discussion. Ayes – 4. Motion carried unanimously.

Community Center General Contractor/ Construction Manager Contract (Approval)

Tom Carosello and Chuck Jordan, Owner’s Rep for the Estes Valley Community Center (EVCC), led the discussion. In response to the RFQ issued by RLH Engineering to solicit qualified construction management/general contractor companies for the community center project in early March, the District received submittals from four firms, then conducted interviews with three firms on March 28.

At the April 19, 2016, regular Board meeting, the Board acted on a recommendation from the interview committee and authorized staff and RLH Engineering to begin contract negotiations with Adolfson and Peterson Construction for construction management and general contractor services for the EVCC project. A standard AIA contract was used after being reviewed and edited by EVRPD’s law firm. Based on appropriate fee structure, relevant project experience and contract terms approval by EVRPD legal counsel, staff recommended that the contract for construction management and general contractor services for the Estes Valley Community Center project be awarded to Adolfson and Peterson Construction.

Discussion:

Citizen comments: Stan Gengler asked: Were Exhibits A & B in the contract included as part of the interview process? [Yes.]; Can local contractors can do a project of this size? [Not GC work; locals will be considered for some sub work.]; Sales tax wording is vague in contract. [Standard AIA contract wording; A&P comptroller ensures that taxes are handles correctly; some taxes have to be paid by GC and subs.]; How is “sufficient amount” for retainage listed in contract determined? [Defined by state statute.]; Art Messal, district resident and president of Vista Ridge HOA, provided written comments (included at end of these minutes). A summary of Mr. Messal’s comments include: solidifying the GC/CM contract is premature without solidifying the building design; that senior center is not integrated into the community center and has limited operation hours; there are seventeen restrooms with multiple stalls in the building design (too many); he would like hot tubs added to the design; the design should be based on community input rather than on stakeholder’s interests; he fears the community center will compete with MedEx and Rocky Mountain Health Club. Michelle Hiland stated that although a lot of public input was solicited, she does not feel this research and data was included in the building design. She cited the senior center as an example. Ms. Hiland read quotes from previous EVCC reports and studies.
Board comments: Board president Asche responded to public comments and suggested that Mr. Messal and Ms. Hiland provide their written comments to the Town Trustees. Ms. Asche stated that the Town’s master plan lists the first alternative for a senior center to be a standalone facility and that the Town expects their preferred alternative to be placed within a community center, that the Town is not helping financially with any other part of the community center, that EVRPD’s original plan was to include senior services in the community center and not as a separate senior center, and that the Town wants a separate senior center facility inside the community center. Ms. Asche also noted that when the senior center is not operating, the senior center space will be used for other community programming. Other discussion included: When will a Community Center Director and Maintenance Supervisor be hired? [Jobs will be advertised this fall.] How will change orders be handled? [RLH establishes baselines and allowances for equipment and materials to be used. Construction contingencies are built into Owner’s Rep and GC/CM contracts, and a guaranteed maximum price exists for the project. Adolfson and Peterson will bid out and vet all sub-contractors; A&P is responsible for creating bid table and items missed in bids, etc.] Chuck Jordan noted that the design schematics are ~one-third complete.

Moved by Dave Kiser, seconded by Ken Czarnowski, to award the contracts for construction management and general contractor services for the Estes Valley Community Center project to Adolfson and Peterson Construction.

No discussion. Ayes – 4. Motion carried unanimously.

Shared Parking MOU with School District (Approval)

As part of the submittal requirements for the Estes Valley Community Center (EVCC) development-review process, EVRPD must submit a statement regarding how it intends to “mitigate” the potential need for additional parking at peak periods of operation and during large events. The current EVCC site plan accommodates approximately 262 parking spaces; town codes could potentially call for over 300 spaces. There is no additional room or budget for more parking spaces in the site plan. However, EVRPD can seek “relief” from the town codes by formally stating how adjacent parking lots can be utilized to satisfy the town requirements. At the suggestion of RLH Engineering and Ohlson Lavoie Collaborative Designs, legal counsel for the school district and EVRPD drafted a brief MOU to address the issue. The MOU will be included as an addendum to the existing facility-use agreement with the school district.

Moved by Ken Czarnowski, seconded by Ron Duell, to approve the shared parking memorandum of understanding between the Estes Valley Recreation and Park District and Estes Park School District R-3.

No discussion. Ayes – 4. Motion carried unanimously.

Appointment to Fill Board Vacancy through May 2018 (Approval)

In response to the announcement of Ben Greer’s resignation from the Board in March, the Board received six letters of interest from District residents and interviewed the top four candidates during an April 25 Board Work Session: Marie Richardson, David Batey, Chuck Scott and Kristen Berg. The selected candidate will serve the remaining two years of Mr. Greer’s term, which will expire in May of 2018.

Moved by Ron Duell, seconded by Dave Kiser, to approve the appointment of Marie Richardson to the Estes Valley Recreation and Park District Board of Directors for a two-year term expiring in May of 2018.

Discussion: It was a tough decision. All candidates are encouraged to run for the Board in a future election.

No further discussion. Ayes – 4. Motion carried unanimously.

Meeting adjourned at 2:02 p.m.

Kathryn Asche, Board President
Ron Duell, Board Secretary

Recorded by Janet Carabell
EVRPD Board,
Estes Park Town Board,
Various other stakeholders,
Residents of the Estes Valley,

Below I present some significant problems with the current Community Center project. I also present the beginnings of a solution, intended to help show a seemingly obvious alternative that is a win-win. This project has the potential to be an incredibly valuable addition to our small community.

Members of the EVRPD board, town board, and other stakeholders: we expect action to be taken immediately and this situation corrected. We will be contacting you individually and collectively to follow up. We expect prompt attention to this issue.

The Problem

The Community Center project is in a bad state.

Here are a few selected issues to illustrate that:

- There are 17 bathrooms! Not 17 toilets, 17 full bathrooms, many of them have multiple stalls.
- There is a golf simulator but no hot tub or sauna.
- There are 4 locker rooms, 2 additional "changing rooms" and what appears to be an extraordinarily large family change area.
- There are many areas designated for a certain function or stakeholder but there are no details available regarding what they'll actually be used for or if they will even be used.
- There is a large commercial kitchen that will cost several hundred thousand dollars, the only planned purpose is for the meals the Senior Center serves. The Senior Center currently provides about 27 meals per day on average (based on 2015 numbers).
- Managing two connected facilities with different entrances, fees, and hours presents some incredible logistical problems.

Most worrisome is that the current design is not a Community Center, it's essentially a stand alone Recreation Center and a stand alone Senior Center. There is little to no integration as was suggested during the discussions before and after the 1A campaign. Some background: The Senior Center offers meals, classes, activities, fitness classes, and a place to socialize, to the entire community. They are considering ending the meal program. A Community Center offers a recreation center, classes, activities, fitness classes, and a place to socialize, to the entire community. Because of the separation, the current plan duplicates fitness areas, office space, changing areas, flex space, bathrooms, programs, staff, community areas, etc. This duplication takes up resources that are needed to make this a great facility. The current plan is an incredibly inefficient duplication of resources and not in the spirit of community.

It's clear that the project is the result of "design by committee" and not the result of a common vision. **If this project doesn't radically change we run the risk of another underutilized facility and miss an opportunity to make a fantastic place for the community to gather, get fit, learn, mingle, and enjoy.**

A Solution

I will present some common sense changes as a beginning, it's up to various staff and boards to make this and more happen.

- We need a common vision and a more reasonable design process. Various stakeholders need to realize that this facility is for the community, not their interests.
- The Senior Center and Community Center must be one in the same. In a small town with majority seniors it just doesn't make sense to maintain two separate facilities, staff, programs, etc. A single facility will be bigger and better equipped to handle future growth.
- Sanity needs to be brought to the design: We live in the cold mountains, add a hot tub and sauna. Racquetball courts need to be considered. Virtual golf? Well, it'd be awesome, but let's get the basics first. Fewer bathrooms, a single office space, ditch the extra change rooms, remove spaces that don't have a clear purpose, etc...
• The programming needs to be thought through. One option is for the Senior Center staff to move into a Community Center programming role, enhancing the Senior focused classes, events, trips, etc, but also adding the same that are oriented towards the community as a whole.
• Skip the kitchen. The Senior Center is considering ending their meal program anyway, it's just not utilized enough to justify such a cost.
• The current design is lacking enough lounge/working area. This is critical for the Community aspect.
• The fee structure needs to be simplified. I suggest that there be two areas, a Community area with free entrance and a Recreation area where the fee is charged.
• Classes, events, fitness opportunities, etc, for both Seniors and the Community should utilize the same areas and be managed by the same staff.

Important Considerations

• The Community Center will offer all of what the Senior Center offers, and far more.
• A combined facility will allow for far more growth than two smaller facilities.
• Based on talking to many seniors, they are more concerned about the recreation aspect of the Community Center than the senior aspect.
• Regarding the hesitation to compete with local businesses. We currently have two businesses that this might apply to, one is very limited in what it offers and the other is very expensive and becoming tourist focused. It's absolutely irresponsible to limit this facility for the sake of these businesses.

Previous Community Input

The town held many public presentations, focus groups, open public forums, surveys, etc. The community has spoken, we want a Community Center with integrated Senior Services, not two separate facilities. Here are some excerpts from related publications over the past few years to illustrate this point:

• “Community members conveyed that they would like a new multi-purpose facility that can be flexible, accommodate a wide range of activities, and have multi-generational appeal.”
• “The new facility must be flexible and serve as a hub for the community that brings people together and continues to build on the positive vibe in the area.”
• “From a recreation standpoint, the most highly sought after amenities for the new center should include an indoor walking / jogging track, fitness space, and ample gym space. Due to the current lack of appropriate space, the new facility should also double as a community meeting space that can host a variety of events and activities for Estes Park residents and local businesses.”
• From the Town Administrator: These funds are being set aside and saved for the future Community Center and integrated Senior Services provided by the Town.

The basic idea of a Community Center is not particularly ambiguous, just consider what most of these types of facilities have in common: a gymnasium, racquetball courts, lane pool, family pool, hot tub, sauna, wide variety of free weights, circuit training equipment, locker rooms with showers, family change rooms, a variety of small, medium, and large multi use rooms, fitness rooms, lounge area, large multi purpose room. An indoor track, small kitchen, steam room, climbing wall, and group cycling are very common while golf simulators, skating rinks, tennis, etc, are awesome to have but depend on budget and relevance. Let's at least start with the basics and go from there.

I look forward to working with everyone to make the best Community Center possible!

Arthur Messal
ESTES VALLEY TRAILS COMMITTEE
Meeting Minutes

Tuesday, April 5, 2016
6:00 P.M.

Estes Park 18-Hole Golf Course Clubhouse
1480 Golf Course Road
Estes Park, CO 80517

PRESENT:
Voting Members: Danny Basch, Hal Dalzell, Dan Marshall, Lisa Plaut, Amy Plummer, Dick Putney, Ken TeSelle
Non-voting Members: Ron Duell (EVRPD Board Liaisons); Greg Muhonen (Town of Estes Park Public Works Liaison)
Staff: Janet Carabell (EVRPD Administrative Assistant), Tom Carosello (EVRPD Executive Director), Herb Loveall (EVRPD Parks-Trails Maintenance Manager), Kim Slininger (EVRPD Comprehensive Trails Master Plan Manager)

ABSENT:
Voting Members: Ed Hayek, Gary Matthews [excused absences]
Non-Voting Members: Tina Kurtz (Town of Estes Park Community Development Liaison)

GUESTS: None

Prior notice of this meeting was given by posting a notice at the Town of Estes Park’s Municipal Building, the Estes Park Public Library, Estes Valley Recreation and Park District’s Administration Office, the Larimer County Clerk’s Office in Estes Park, the Boulder County Clerk and Recorder’s Office in Boulder.

Trails Committee Vice President, Amy Plummer, called the meeting to order at 6:04 p.m.

APPROVAL OF MEETING MINUTES

Moved by Ken TeSelle, seconded by Dick Putney, to approve the January 20, 2016, Trails Committee meeting minutes, as presented.

Ayes – 6. No discussion. Motion carried unanimously. (Hal Dalzell arrived after the minutes were approved.)

TREASURER’S REPORT

Moved by Dick Putney, seconded by Dan Marshall, to approve the February 29, 2016, financial report, as presented.

Ayes – 6. No discussion. Motion carried unanimously. (Hal Dalzell arrived after the financial reports were approved.)
EVRPD UPDATES

Tom Carosello, EVRPD Executive Director, provided the following updates.

Tom clarified a question posed at the last meeting by former EVRPD Board member, Ben Greer, who resigned from the Board in March 2016. Mr. Greer had asked about a $80,000 Fish Creek Trail expenditure; Mr. Carosello clarified that the expenditure was for flood recovery repairs and was reimbursed by FEMA.

The REACH health and wellness program is promoting National Park Prescription Trails Day on Sunday, April 24. Tom is organizing an informal walk around Lake Estes from 2 to 4 p.m., starting at the Lake Estes Marina. The public is invited to participate.

ESTES VALLEY COMMUNITY CENTER UPDATE

RLH, EVRPD’s Owner’s Rep for the community center project, has hired Ohlson Lavoie Collaborative (OLC) for architectural/engineering design services (via a competitive RFP process and with EVRPD Board approval). Next steps are to hire a General Contractor/Construction Manager (GC/CM); submit a development plan to the Town of Estes Park; and hold public presentation meetings. The building footprint has been reduced to keep the project within budget.

COMPREHENSIVE TRAILS MASTER PLAN RFP UPDATE

EVRPD Project manager, Kim Slininger, and Patsy McEntee (NPS/RTCA) recently met with representatives from the USFS, and Boulder and Larimer County Open Space staff. Kim suggests making these entities project partners for the Trails Master Plan. Kim also suggested that once the master plan is in place, EVRPD publish trail information and make it available to the public (trail location, elevation, length, use policy, etc.).

Kim also met with the Estes Valley Cycling Coalition and encouraged the group to get involved with CDOT’s restructuring of Hwy 7 for addition of bike lanes to the highway. He also reported that the Cycling Coalition is seeking a grant for a pump track in Stanley Park.

Kim reported that the USFS is exploring the possibility of a trail from Pierson Park to Homestead Meadows that would loop from Little Valley to Hermit Park. Lisa Plaut noted that the Larimer County Horseman’s Association donated $10,000 to Larimer County for an equestrian trail into Hermit Park some time ago. Dick Putney asked if parking for horse trailers is planned in the Little Valley area. Kim replied that it is not, but that there is plenty of horse trailer access, parking and campsites at Hermit Park.

Trails Master Plan Open House will be held Thursday, April 28 at Town hall, from 4 to 7 p.m.

DRY GULCH ROAD UPDATE

Greg Muhonen, Public Works Director for the Town of Estes Park, reported that Dry Gulch Road is closed for construction. Phase I of the project goes from Hwy 34 to Wildfire Road and is scheduled to be completed by mid-June. Phase II goes from Wildfire Road to Stonegate and is scheduled to be completed by mid-August. The Town will install a concrete trail alongside Dry Gulch Road as part of this project. The Town obtained a CDOT permit for the trail underpass at Highway 34; they still need a BOR permit. The underpass will connect the Lake Estes Trail to Dry Gulch Road sidewalk. Mr. Muhonen stated that the BOR requires approval from
EVRPD’s Board for the installation of the underpass since EVRPD manages the property around Lake Estes for the BOR. As an advisory group to EVRPD’s Board, the Trails Committee voted on the issue:

Moved by Ken TeSelle, seconded by Dick Putney, to recommend that EVRPD’s Board approve the Town of Estes Park’s planned installation of a pedestrian/trail underpass connection from Dry Gulch Road to the Lake Estes Trail.

Ayes – 6. No discussion. Motion carried unanimously.

(Hal Dalzell arrived after the vote was taken.)

EVRPD’s Board will take up the matter at their April 19, 2016, regular meeting.

**COMMITTEE UPDATES**

Otie’s Trail – EVRPD Board member Duell is still working on trying to obtain an easement from the Pratt family.

**2016 TRAILS COMMITTEE VACANCIES**

Terms of service are expiring in May 2016 for Trails Committee members Gary Matthews, Ken TeSelle, and Danny Basch. All three have expressed interest in continuing on the committee. Current seat holders can be reappointed and may reapply to serve on the committee for an additional three-year term. It was decided to advertise the vacancies in the local papers on the EVRPD’s Web site through the end of April, and to change the May 3 meeting to May 10 to allow more time for the interview committee to meet. The Trails Committee will then make their recommendations for filling the vacancies to EVRPD’s Board, who will appoint new EVTC members at the May 17, regular Board meeting. The appointed Trails Committee members will start their new terms in June 2016.

**OTHER BUSINESS**

Greg Muhonen was asked to verify who from Town staff will serve as liaisons to the Trails Committee. Mr. Muhonen discussed possible FLAP projects -- one plan is to widen Moraine Avenue to Mary’s Lake Road and either add a separated concrete sidewalk along the road or instead build a trail along the Big Thompson River that would parallel the road. He asked EVRPD for a letter of recommendation and a commitment of funds for this project (not to be expended until 2019) by May 14 so that it can be included in the FLAP grant application.

*Meeting adjourned at 7:08 p.m.*

_______________________________________    ___________________
Gary Matthews, President       Date

*Recorded by Janet Carabell*
ESTES VALLEY TRAILS COMMITTEE
MEETING MINUTES
Tuesday, May 10, 2016
6:00 P.M.
Estes Park 18-Hole Golf Course Clubhouse
1480 Golf Course Road, Estes Park, CO 80517

PRESENT:
Voting Members: Danny Basch, Hal Dalzell, Ed Hayek, Dan Marshall, Amy Plummer, Dick Putney, Ken TeSelle
Non-voting Members: Ron Duell (EVRPD Board Liaison); Audem Gonzalez & Greg Muhonen (Town of Estes Park Liaisons)
Staff: Janet Carabell (EVRPD Administrative Assistant), Tom Carosello (EVRPD Executive Director), Herb Loveall (EVRPD Parks-Trails Maintenance Manager), Kim Slininger (EVRPD Comprehensive Trails Master Plan Manager)

ABSENT:
Voting Members: Lisa Plaut, Gary Matthews [excused absences]
Non-Voting Members: None
GUESTS: None

Prior notice of this meeting was given by posting a notice at the Town of Estes Park’s Municipal Building, the Estes Park Public Library, Estes Valley Recreation and Park District’s Administration Office, the Larimer County Clerk’s Office in Estes Park, the Boulder County Clerk and Recorder’s Office in Boulder.

Trails Committee Vice President, Amy Plummer, called the meeting to order at 6:02 p.m.

APPROVAL OF MEETING MINUTES
Moved by Dan Marshall, seconded by Ken TeSelle, to approve the April 5, 2016, Trails Committee meeting minutes, as presented.
Ayes – 6.  No discussion.  Motion carried unanimously.  (Danny Basch had not yet arrived at the meeting.)

TREASURER’S REPORT
Moved by Dick Putney, seconded by Hal Dalzell, to approve the March 31, 2016, financial report, as presented.
Ayes – 6.  No discussion.  Motion carried unanimously.  (Danny Basch had not yet arrived at the meeting.)

ANNUAL TRAILS COMMITTEE HOUSEKEEPING

New Member Appointments
Gary Matthews informed EVRPD staff in April that he will not continue to serve on the committee after his term is up in May 2016. This leaves three potential vacancies. Ken TeSelle and Tom Carosello reviewed applications received for the Trails Committee vacancies. Two current committee members are interested in continuing the serve on the committee and two additional applications were received from interested citizens. The committee discussed possibly changing membership clause in the EVTC By-laws to accommodate all four applicants. Tom and Ken will interview the two new applicants and present their recommendations at the June 7, Trails Committee meeting.

Officer Appointments
Moved by Ken TeSelle, seconded by Ed Hayek, to appoint the following Trails Committee officers to serve from June 2016 to May 2017: President: Amy Plummer, Vice President: Danny Basch, Secretary: Hal Dalzell, Treasurer: Dick Putney
Ayes – 6.  No discussion.  Motion carried unanimously.  (Danny Basch had not yet arrived at the meeting.)
Subcommittee appointments will be made after committee vacancies are filled.
**EVRPD Updates**
Tom Carosello, EVRPD Executive Director, reported that EVRPD will soon fill the Parks & Recreation Director position (the title for this position was formerly *Recreation Manager* and *Recreation Superintendent*.) Todd Plummer presented a proposal for a bike park in Stanley Park to EVRPD. Tom asked the committee if they were in support of the project; none of the EVTC members opposed the idea. Dan Marshall asked if there are adaptive considerations for the pump track, noting that the City of Boulder’s bike park on Valmont Avenue was designed with adaptive accommodations/considerations. The Trails Master Plan is expected to be completed by SE Group in June. EVRPD has started the process of a community center development review plan with the Town of Estes Park. Adolfson and Peterson (Aurora, CO.) have been hired as the General Contractor/Construction Manager for the community center. Cost estimates and design alternatives to control costs are scheduled.

**Town of Estes Park Updates**
Greg Muhonen, Public Works Director for the Town of Estes Park, reported that the Town Board will decide tonight (May 10) whether or not to apply for a FLAP grant that would build a hard surface, detached multimodal trail along Moraine Avenue from the Donut Haus to Mary’s Lake Road. The trail would run along the south side of Moraine Avenue and tie into existing sidewalks along this route. The Town is considering using Open Space funds and 1A sales tax revenues for three years (2017, 2018, 2019) to fund the project. EVRPD supplied a letter of support for the project, but did not commit funds to the project.

Audem Gonzalez, Planner I, Community Development Department, reported that the Town has obtained a ROW/easement for 600-700’ along Fish Hatchery Road. That the Town is acquiring a new easement on Spur 66, but is not clear if this is along the road or the river, noting that many of the easements on Spur 66 are along the river and not along the road.

**Committee Updates**
Otie’s Trail – Audem Gonzalez reported that the Otie’s trail “missing link” easement (on the Pratt property) was vacated and this is most likely a prescriptive easement. EVRPD Board member Duell reported that he has been unable to make any headway in discussing the easement with property owners. Discussion ensued as to what action to take and whether or not there are alternate trail routes in this area to link Otie’s trail to Devil’s Gulch Road. Audem stated that the Town has no interest in the trail, but he will research property plats in the area for the Trails Committee.

Moved by Dick Putney, seconded by Ken TeSelle, to ask EVRPD’s Board of Director’s to provide an opinion to the Estes Valley Trails Committee on whether or not to move forth to obtain an easement for Otie’s Trail (as the trail is currently configured).

Ayes – 7. No discussion. Motion carried unanimously. *(Danny Basch had arrived at the meeting by this time.)*

Ron Duell will provide a verbal update to the Board at their April 19, 2016, EVRPD Board meeting.

**Other Business**
Hal Dalzell noted that the electric lines are going up along the Homer Rouse Trail.

*Meeting adjourned at 7:26 p.m.*

___________________________________    ___________________
Amy Plummer, President       Date

*Recorded by Janet Carabell*
AGENDA TITLE: BOARD APPROVAL OF TRAILS COMMITTEE OFFICERS
SUBMITTED BY: TOM CAROSELLO, EXECUTIVE DIRECTOR

BACKGROUND INFORMATION:

Article X – Officers: Section 1, of the Trails Committee By-Laws states (in part):
The appointed officers shall be the President, Vice President, Secretary, and Treasurer. These officers will be appointed annually at the May EVRPD regular board meeting and begin serving at the June Trails Committee meeting.

Current officers:
President: Gary Matthews
Vice President: Amy Plummer
Secretary: Hal Dalzell
Treasurer: Dick Putney

The committee appointed the following officers at their May 10, 2016, meeting:
President: Amy Plummer
Vice President: Danny Basch
Secretary: Hal Dalzell
Treasurer: Dick Putney

(Gary Matthews resigned from the Trails Committee in April 2016 for personal reasons.)

ATTACHMENTS:
___ Resolution ___ Letter ___ Other:
___ Report ___ Minutes ___ Map

STAFF RECOMMENDATION:

BOARD ACTION NEEDED:

Estes Valley Trails Committee Officers are approved by EVRPD’s Board of Directors.
## Hangar Restaurant Gross Sales History & Concession Percentage

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<th>Feb</th>
<th>March</th>
<th>April</th>
<th>May</th>
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<th>July</th>
<th>Aug.</th>
<th>Sept.</th>
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*Does not include 15% from last two weeks of September and all of October, per Board decision to wave contract obligations for that time period because of flood.

Golf Report: April started very good at the 9 hole, but as the 18 hole opened, the weather moved in and left us with a fair finish. The few nice days that we did have were very busy. Season pass sales for the larger passes have been trending down. There is a large number of pass holders that have not returned for this season as well as many downgrading their pass to weekday or 9 hole passes. Therefore, there is a concern with relation to the budget at least in pass sales.

The 9 hole course opens on Friday, May 13th and is excellent condition to start the season. The 18 hole course is finishing the aeration of the greens the same week and seeding the fairways that were damaged from the windy winter. Once again the maintenance staff has done a remarkable job with both courses.

The Hangar restaurant has struggled to obtain the non-golfing customers that we had in the past. They were somewhat busy on the days that the golf course was busy. Hopefully they can attract new customers as the season develops.

Junior golf sign up has started. The program will start the first week of June. The Duck Race went very well for the program. More than $2000 in tickets were purchase for junior golf which is a record from past years.
### Year to date +/- from budget:

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### 18 Hole Pro Shop — 2015

**Revenues and Play**

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+ OR (-) | $-22,161 | MONTHLY | $923,172 | ($20,335) | ($9,360) | ($4,392) | ($281) | ($8,392) | ($281) | ($54,980) | ($1,778) | ($22,161) | ($923,172) |
Recreation: April 2016

- Youth Sports
  - Rec Cheer: My head coach is moving at the end of summer, so it is yet to be determined if we will continue running rec cheer. It has been an extremely popular program, but my concerns are if we can maintain a similar style of experience and professionalism that Jenn Rodda was able to commit to it. Unfortunately it’s not a sport that can be run like the rest of our leagues and the coach needs specific knowledge on the sport. I would like some input from the board on their thoughts.
  - Denver Nuggets Skills Challenge: Our 13/14 year old boy, Joseph Boynton, won third place in the State Competition!
  - NVAA Travel Soccer: The team has dealt with a lot of weather reschedules, but were able to get five regular season games in, although the schedule was pushed back two weeks. They have their end of season tournament on May 14. They are the third place seed and play their first game against sixth seed, LaSalle at 10am in Platteville.
  - Spring Soccer In-house: The season ends May 18. We have been able to get all of our games in so far.
  - Spring Flag Football: The season ends May 19. We have only had one rescheduled game due to weather.
  - British Soccer Camp: They will be at our soccer games on May 11 to market the camp, which is set to run August 8-12.
  - 4 Star Baseball: We hosted our first ever “Player Assessment Day” because we had two teams for our Seniors (13-14 year old) division. Players came out and ran through a series of skill test in which they were scored by outside scorers. The scorers was our head umpire from last year; Aaron Tulley; and HS baseball coach, John Amschler. The coaches then did a serpentine draft to pick their players for their teams. I believe it all went very well. 4 Star practices have begun the week of May 9.
  - Youth Baseball: Registration is open for Little Hitters, T-ball, and Coach Pitch. It closes May 18.
  - CARA Track: Registration is open until May 18.
  - Youth Tennis: I have spoke with Assistant ES Principal, Janet Bielmaier, about teaching our youth tennis lessons this year since she started a club program for the MS & HS students last fall. She is interested, but I need to work with her to make sure the schedule works.
• Adult Sports
  o Adult Open gyms:
    ▪ Pickleball: We stopped offering pickleball at the Middle School during May and they went to the pavilion on their own. We have set up three nets for them outside on the inline rink.
    ▪ Basketball: They had a good season. No issues and consistently good turnout, so we extended the season through the end of the school year.
  o Adult Softball Leagues: Registration is open for Men’s Open and Co-rec Leagues until May 25. Games start the week of June 6. Men’s is Monday evenings and Co-rec is Wednesday evenings. We can take no more than 10 teams per league. This will be our first year ever that we will offer end of season tournaments.
  o Adult Softball Tournaments: We will host our annual Men’s Summer Sizzler/Estes Park Brewery tournament on August 6 & 7. We have not had good luck with our co-rec tournament, so I moved the date to July 23 & 24 and will see what kind of turnout we get.
• Special Events
  o 6th Annual Lawson Skate Comp: Sunday, June 12. I am currently working on planning it further. We will not host the Longboard competition portion this year as numbers have declined and it is very difficult to get prizes for this event.
• Teen Programming
  o TobacNo: Our students put on an assembly at the high school on March 15 for their annual Kick Butts Day event. It went really well. Larimer County Health is providing them with an end of year celebration on May 20.
• Other
  o I am hiring summer positions for the following positions: 4 Star Baseball Umpires, T-ball & Coach Pitch Umpires, Adult Softball Umpires, and a Field Supervisor. Info has been sent to the HS to be put up on the student portal, I have emailed my contact list, and they are posted on the EVRPD website.
Estes Park Aquatic Center April 2016

Summer is a comin’

It is with great excitement I get to say that we do not have to paint anything at the Aquatic Center this year! We will be draining the pool completely so we can switch out the pool grates and we will be scraping off the targets on the shallow end wall and replace them with giant stickers! I am confident the giant stickers will work great and they were less money than painting them each year! They are a coated, adhesive vinyl that I got made at a design shop in Fort Collins. We will be closing for two weeks starting May 20th with the Pooch Plunge. We will use those two weeks to clean (we are still cleaning up replaster dust) and do maintenance that needs to be done. We will also be using this time to hold two days of staff orientation as well as another lifeguard re-cert. In the past we did not often have time for two days of orientation, so I am excited for this!

Staff levels are looking good at the Aquatic Center so far. We have a few small openings, but overall should be set. We will be trying a few new things this summer as well. We will be offering a mermaid tails class. Mermaid tails have become popular over the last year and we have had a few kids in private lessons that have been working with the tails and we are excited to offer a class. We will also be restructuring our diving class. Our diving coach, Bill Kanter, has three high school divers ranked 2,3,4 in the state and we want to build on that. He will be coaching some special diving sessions all summer long! I am in the process of re-naming some of our fitness classes to give a more accurate picture of what each class is. We are also working on Facebook ad campaign to promote the class.

Here is a youtube link about mermaid tails. https://www.youtube.com/watch?v=DjYymrTFk_w

In other exciting news, we have offered the Aquatics Supervisor position to Caitlin Dudley. She has accepted and we are working out the details of when she will start. She currently resides in Alabama, so she’s got some ground to cover before she can settle into Estes Park living. Caitlin has background in coaching swim teams; working in a variety of capacities at a pool including head guard; a degree in PE and is currently certified LGI and CPO. We are excited to welcome Caitlin to our team!

Social Media

Moving forward we will be using Facebook to help get info out about the community center as well as get information out about Rec district events. Our facebook page is popular it is great to see the community using it for information.

Special Events

Our next big thing is the pooch plunge on May 20th from 3-5p. This is always a fun event for dogs and humans! Dogs are $5 and humans free.
Staining was completed on the Lake Estes Marina Pavilion, on Friday May 6. The Marina building is next. Looks great!

We tried to do the Community Cleanup April 29. We coordinated efforts with the Estes Park Rotary Club (Noon Rotary), again this year. With the weather, as it was, we contacted groups or met them at the Visitor Center. Bags and cleanup areas were discussed. They coordinated their groups and contacted us for pickup of bags.

We have opened all the restrooms in the parks.

The Marina Store is open each day of the week, from 9am-5pm, at this time.

We started renting boats Saturday April 30. Pontoon boats, the Lund fishing boats, paddle boats, canoes, kayaks, are available. No Stand Up Paddleboards, or our older fishing boats at this time.
Our NEW pontoon boat and our new patrol boat should be here within the next few weeks.

We began charging for use permits-boats and vehicles, Friday May 6.

30th Annual Lake Estes Fishing Derby will be held June 4, 2016.
Saturday June 4 and Sunday June 5 are free fishing days, statewide. No license is required, all other regulations still apply.

**Upcoming Pavilion Usage:**
- May 28  Wedding Reception
- May 26  6th grade class
- May 27  Wedding rehearsal dinner
- May 28  Family Picnic
- May 28  Wedding rehearsal dinner
- June 2  Wedding rehearsal dinner
- June 4  Wedding
- June 4  30th Annual Lake Estes Fishing Derby
- June 11  Company picnic
- June 12  Parish picnic
- June 12  Wedding rehearsal dinner
- June 14  Church Conference
- June 18  Wedding
NEED REPORT
ESTES PARK GOLF COURSE

With the opening of the 18 hole course on April 15th, staff has worked hard to finish projects and move the priorities to golf course maintenance. New seasonal staff have been hired and the training process is ongoing.

Equipment maintenance on district equipment continues. The Van has been serviced and is currently being used at the campgrounds. A Toro Grounds Master mower is being serviced and will be delivered to the marina on 5/17/16. All other equipment has been serviced and is in use. Scheduled preventative maintenance on all equipment and golf carts, as well as repairs, will occur throughout the season. As PM was performed on our carry all utility vehicles, we discovered we were missing cart number 3. These utility vehicles are used by golf maintenance, parks, pros hop staff and the Hangar restaurant staff during the season. In the summer, an inventory of these vehicles are done on a nightly basis. In the winter however, these carts a rarely used and an inventory is not done on a nightly basis. Our equipment maintenance and fuel logs show that it was in our possession as late as November of 2015. A police report was filed on 4/18/16. Nothing has turned up. The most likely explanation is that this vehicle was left out over night and was stolen. The value of this cart is about $1500. Far less than our insurance deductible. Moving forward a more diligent inventory of all vehicles will be done during winter as well as summer.

The fairways continue to be a problem at the 18 hole course. The areas of desiccation continue to receive special treatment consisting of aerification, seed, extra water and fertilizer. When we see warmer ground temperatures, we should see improvement.

Larry Rogers Design Group has been hired and is proceeding with the preliminary design for the new irrigation system.

A list of completed tasks are as follows

- Trees have been planted on holes 3,15,16 and 18
- Seed and aerification on isolated fairways.
- A bulk fertilizer application was made on all fairways, roughs and tees as well as Stanley Park on 4/19/16
- Kim Anderson and staff completed refurbishing and redesign of select flower beds.
- Aerification process complete on all greens.
Lake Estes Golf Course

The Lake Estes golf course will open on May 13th. Significant preparation has gone in to meet this opening date. Debris removal with sweepers and shovels has kept staff very busy. The overall playing conditions at the 9 hole course will be very good this spring. Only a few isolated areas on greens will need attention.

A lightning strike on 5/7/16 caused damage to at least three irrigation control boxes. Greg Anderson has diagnosed the problem. Replacement parts are ordered. Once received more diagnostics will take place to confirm the damage is isolated to these areas of the course.

Our seasonal golf cart fleet was received April 29th. Erik Riffelmacher and Mark Miller inspected the carts upon delivery and are confident they will meet our needs this summer.

A list of completed tasks are as follows

- A bulk fertilizer application was made on all fairways, roughs and tees on 4/20/16
- Aerification process complete on all greens.
- Re-graded and seeded power and water trench to ADA bathroom
- Seeded and installed erosion control blanket on bank of 9 hole ponds
Bank stabilization of 9 hole ponds

Greens aerification process

Seeding 18 hole fairways
Transplanting trees
May Board Report 2016

The trees are in at Stanley Park. We added a total of 20 plus trees around the park, in and around the dog park around the youth center and by the tennis courts and playgrounds.

High school baseball has come to an end, spring soccer and flag football will soon end. Staff has been working the ball fields getting ready for youth baseball to start.

The rest rooms will soon be open for the public to use.

Staff has been building, painting, repairing, replacing and getting ready for the summer.

Staff is working on the irrigation system at Stanley Park fixing leaks and cleaning heads getting ready for the dry season.

The community garden is almost ready. There is one plot that has sprout coming up already.

Staff has been working on the skate park, replacing some skate lite material and replacing some rotting wood.

Parks/Trails Staff
The big day is finally upon us … the Estes Park Campgrounds officially opened for the 2016 season on May 15th. Our first week is first-come-first-serve which will give us the opportunity to get all of our new staff members up to speed and then reservations begin on May 23rd. We are thrilled to have a full staff of 15 workampers who will be working as camp hosts and in the camp stores as well as 6 dedicated guest services associates and 6 maintenance workers. Staff training which included First Aid/CPR/ AED certification, Field Manager training, propane dispensing certification, and a tour of the EVRPD facilities has prepped our new staff for their upcoming responsibilities.

2016 revenue to date is 150% over 2015 and a whopping 316% over 2014 revenue generated by Larimer County. Park revenue report to date:

### Campgrounds Revenue

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<tr>
<th></th>
<th>Mary’s Lake Campground</th>
<th>East Portal Campground</th>
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<tr>
<td>January</td>
<td>$4,243.56</td>
<td>$13,476.45</td>
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<tr>
<td>February</td>
<td>$7,870.75</td>
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<td>March</td>
<td>$10,753.05</td>
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<td>April</td>
<td>$14,769.58</td>
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<td>May</td>
<td>$38,329.39</td>
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<td>June</td>
<td>$66,657.92</td>
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<td>July</td>
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<td>August</td>
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<td>October</td>
<td>$4,216.11</td>
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<td>November</td>
<td>$128.75</td>
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<td>December</td>
<td>$762.50</td>
<td>$5,845.10</td>
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<td><strong>COMBINED</strong></td>
<td><strong>$301,422.16</strong></td>
<td><strong>$585,463.99</strong></td>
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</table>

Our maintenance crews primary focus in April has been opening the water systems and making minor repairs to fixtures and plumbing in the shower houses. New staff members are learning the ropes from out returning maintenance personnel and are eager to begin contributing to our improvement projects at both parks.
Board Report                             May 2016

HUMAN RESOURCES

- **EVRPD Personnel Manual**
  The task of finalizing the updates to the EVRPD Personnel Manual is underway. Board members were emailed copies of the current and proposed drafts of the manual on 5-5-16. Also attached to the email were copies of the proposed Drug and Alcohol Policy, Performance Evaluations and Changes in Pay Policy, and the Extended Leave Bank Policy. We worked with the legal team from MSEC to assure legal compliance in all areas of the manual and other additional policies. This new manual is also in compliance with SDA guidelines.

- **Recruitment**
  We held interviews for the new Parks and Recreation Director and Aquatics Supervisor positions. Three candidates were interviewed for the Aquatics Supervisor position, including 2 via phone and 1 in-person interview. The offer was made to a candidate that currently resides out-of-state and a verbal acceptance from the candidate was received. Three candidates were interviewed on-site for the Parks & Recreation Director position. The offer was made to a candidate that currently resides in Colorado and a verbal acceptance from the candidate was received.

HR has been very busy this month processing all new and returning seasonal positions to start their 2016 employment with us. As of today, HR has processed 53 new seasonal employees for the district, and 43 returning seasonal employees. This is aside from the 10+ part-time, year-round positions that have also been updated with new offer letters, background checks, worker’s comp releases etc.
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<th>Cash Flow Analysis</th>
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<tr>
<td>Beginning bal - Operating &amp; Credit Card Accts</td>
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<tr>
<td>Estimated cash receipts - user fees</td>
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<tr>
<td>Estimated cash receipts - prop taxes</td>
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<tr>
<td>Estimated cash receipts - BOR</td>
</tr>
<tr>
<td>Estimated cash receipts - flood recov, grants, other</td>
</tr>
<tr>
<td>Transfers</td>
</tr>
<tr>
<td>Estimated A/P disbursements</td>
</tr>
<tr>
<td>Estimated payroll, including retirement contrib.</td>
</tr>
<tr>
<td>Health, Life and Dental insurance monthly prem</td>
</tr>
<tr>
<td>Bank of Colorado Loan Payments</td>
</tr>
<tr>
<td>Other Lease Payments</td>
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<tr>
<td>Common Point</td>
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<tr>
<td>East Portal Water</td>
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<tr>
<td>BOR - ADA Restrooms</td>
</tr>
<tr>
<td>Community Center</td>
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<tr>
<td>Other disbursements (capital purch., etc.)</td>
</tr>
<tr>
<td>Estimated ending balance general operating accts</td>
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<td>Total cash available for operations</td>
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<tr>
<td>Beginning bal - Operating &amp; Credit Card Accts</td>
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<td>Estimated ending balance general operating accts</td>
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<td>Estimated ending balance non-designated investment accts (Colotrust, Csafe, Bank of CO)</td>
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<td>Total cash available for operations</td>
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### Cash Flow Analysis

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<td>744,560</td>
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#### Other disb notes

- SP mower
- Boats
- CG shed
- Audit balance

Updated 5/12/2016
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<th>Year to Date</th>
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<tr>
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<td>5,136</td>
</tr>
<tr>
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<td>8,851</td>
</tr>
<tr>
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<td>0</td>
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<td>Total Expenses</td>
<td>17,180</td>
<td>8,851</td>
</tr>
<tr>
<td>Net Income</td>
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<td>(3,715)</td>
</tr>
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<td><strong>COMMUNITY CENTER</strong></td>
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<td><strong>LAKE ESTES GOLF</strong></td>
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<td>Total Revenues</td>
<td>6,572</td>
<td>13,721</td>
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<td>24,438</td>
<td>25,904</td>
</tr>
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<td>0</td>
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<td>(12,182)</td>
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<td>60,283</td>
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<td>20,986</td>
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<td>81,268</td>
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<td>1,057</td>
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<td>Current Yr Month Actual</td>
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<td><strong>MARINA</strong></td>
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<td>Total Revenues</td>
<td>3,344</td>
<td>8,651</td>
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<td>12,893</td>
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<td>(27)</td>
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<td>Net Income</td>
<td>(11,453)</td>
<td>(4,215)</td>
</tr>
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<td><strong>PARKS/TRAILS</strong></td>
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<td>Total Revenues</td>
<td>455</td>
<td>74,923</td>
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<td>14,912</td>
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<td>244,418</td>
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<td>Operating Expenses</td>
<td>38,965</td>
<td>33,141</td>
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<td>Non-Operating Exp</td>
<td>78,339</td>
<td>0</td>
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<td>Total Expenses</td>
<td>117,303</td>
<td>33,141</td>
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<td>(57,946)</td>
<td>211,277</td>
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<td><strong>AQUATICS</strong></td>
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<td>Total Revenues</td>
<td>7,503</td>
<td>6,559</td>
</tr>
<tr>
<td>Operating Expenses</td>
<td>15,773</td>
<td>16,718</td>
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<tr>
<td>Non-Operating Exp</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total Expenses</td>
<td>15,773</td>
<td>16,718</td>
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<tr>
<td>Net Income</td>
<td>(8,270)</td>
<td>(10,159)</td>
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<td>294,123</td>
<td>674,652</td>
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<td>236,264</td>
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<td>35,866</td>
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<td>272,130</td>
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<td>(38,923)</td>
<td>402,522</td>
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### CASH RECEIPTS:

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<th>April 2016</th>
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<td>General Fund</td>
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<td>$101,708</td>
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<td>5,136</td>
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<td>0</td>
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<td>Lake Estes 9-Hole Golf Course</td>
<td>6,572</td>
<td>13,721</td>
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<tr>
<td>Estes Park 18-Hole Golf Course</td>
<td>79,316</td>
<td>82,315</td>
</tr>
<tr>
<td>Marina</td>
<td>3,344</td>
<td>8,651</td>
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<tr>
<td>Parks/Trails</td>
<td>0</td>
<td>7,018</td>
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<tr>
<td>Campgrounds</td>
<td>59,357</td>
<td>70,767</td>
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<td>Aquatic Center</td>
<td>7,503</td>
<td>6,559</td>
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<tr>
<td>Flood Recovery Projects</td>
<td></td>
<td>241,565</td>
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</tbody>
</table>

**Total Revenue**

| Total Revenue | $294,622 | $674,651 |

**Increase/Decrease in Receivables/Inv**

| Total Cash Receipts | $327,826 | $676,315 |

### CASH DISBURSEMENTS:

<table>
<thead>
<tr>
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<th>April 2016</th>
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</thead>
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<td>General Fund</td>
<td>$43,217</td>
<td>$52,149</td>
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<td>4,360</td>
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<td>Lake Estes 9-Hole Golf Course</td>
<td>24,438</td>
<td>25,904</td>
</tr>
<tr>
<td>Estes Park 18-Hole Golf Course</td>
<td>65,423</td>
<td>81,268</td>
</tr>
<tr>
<td>Marina</td>
<td>14,796</td>
<td>12,866</td>
</tr>
<tr>
<td>Parks/Trails</td>
<td>11,901</td>
<td>32,403</td>
</tr>
<tr>
<td>Campgrounds</td>
<td>117,303</td>
<td>33,141</td>
</tr>
<tr>
<td>Aquatic Center</td>
<td>15,773</td>
<td>16,718</td>
</tr>
<tr>
<td>Flood Recovery Projects</td>
<td>23,014</td>
<td>4,469</td>
</tr>
</tbody>
</table>

**Total Expenses**

| Total Cash Disbursements | $298,904 | $687,925 |

**Increase/Decrease in Payables**

| Total Cash Disbursements | $298,904 | $687,925 |

**Net Cash Inflow (Outflow)**

| Net Cash Inflow (Outflow) | $28,922 | $(11,610) |

### CASH IN BANK:

**Available Cash**

<table>
<thead>
<tr>
<th>Account</th>
<th>April 2015</th>
<th>April 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank of Estes Park - Checking</td>
<td>$309,830</td>
<td>$337,097</td>
</tr>
<tr>
<td>Bank of Estes Park - Credit Cards</td>
<td>15,383</td>
<td>12,608</td>
</tr>
<tr>
<td>ColoTrust - General Fund</td>
<td>419,271</td>
<td>747,668</td>
</tr>
<tr>
<td>CSafe - General Fund</td>
<td>14,357</td>
<td>7,978</td>
</tr>
<tr>
<td>Bank of Estes Park - DOW POS</td>
<td>2,453</td>
<td>1,257</td>
</tr>
<tr>
<td>Bank of CO - Money Market</td>
<td>194,675</td>
<td>194,821</td>
</tr>
<tr>
<td>Petty Cash</td>
<td>2,920</td>
<td>4,395</td>
</tr>
<tr>
<td>PayPal Cash</td>
<td>1,214</td>
<td>1,224</td>
</tr>
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</table>

**Sub-Total - Available Cash**

| Sub-Total - Available Cash | $960,103 | $1,307,047 |

**Other Cash**

<table>
<thead>
<tr>
<th>Account</th>
<th>April 2015</th>
<th>April 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank of Estes Park - Parks &amp; Trails</td>
<td>$470,238</td>
<td>$470,285</td>
</tr>
<tr>
<td>ColoTrust - Lottery Funds(CTF)</td>
<td>199,827</td>
<td>212,583</td>
</tr>
<tr>
<td>ColoTrust - Community Center Fund</td>
<td>0</td>
<td>76,014</td>
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<tr>
<td>ColoTrust - Comm Ctr Proj Acct</td>
<td>0</td>
<td>21,933,993</td>
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<tr>
<td>Bank of Estes Park - GIF</td>
<td>6,949</td>
<td>6,950</td>
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<tr>
<td>CSafe - Maintenance Fund</td>
<td>58,647</td>
<td>58,818</td>
</tr>
<tr>
<td>CSafe - Tabor Reserve</td>
<td>36,098</td>
<td>42,624</td>
</tr>
<tr>
<td>CSafe - Debt Service Fund</td>
<td>0</td>
<td>580,911</td>
</tr>
<tr>
<td>Bank of EP - Youth Center</td>
<td>31,885</td>
<td>31,888</td>
</tr>
</tbody>
</table>

**Sub-Total - Other Cash**

| Sub-Total - Other Cash | $803,644 | $23,414,066 |

**Total Cash in Banks**

| Total Cash in Banks | $1,763,747 | $24,721,113 |

* Includes Jr Golf, Youth Activity & Marina Improvement
### Estes Valley Recreation & Park District

#### Check Register

**For the Period From April 1, 2016 to April 30, 2016**

<table>
<thead>
<tr>
<th>Check #</th>
<th>Date</th>
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<th>Cash Account</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>140846</td>
<td>4/6/16</td>
<td>Town of Estes Park</td>
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<td>500.00</td>
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<tr>
<td>140713V</td>
<td>4/6/16</td>
<td>USGA</td>
<td>1-0000-101-1001</td>
<td>(10.00)</td>
</tr>
<tr>
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<td>5 Star Home Improvement</td>
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<td>170.56</td>
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<td>4/8/16</td>
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<tr>
<td>140851</td>
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<td>CenturyLink</td>
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<tr>
<td>140852</td>
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<td>Club Prophet Systems</td>
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<td>Kim Slininger</td>
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<td>--------------</td>
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<tr>
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**Electronic/Other Transactions:**

- **Transfer to Csafe Debt Service Account**: 114,138.36
- **Transfer to DOW Account**: 1,000.00
- **Payroll & Payroll Taxes**: 106,418.83
- **Retirement Contributions**: 3,523.62
- **Returned deposit item**: 75.00
- **Sales Tax Remittance**: 930.00

**Total Disbursements from Operating Account**: 797,602.68

**Adjustments to reconcile to cash flow report:**

- **Credit Card Fees withdrawn from CC account**: 1,049.69
- **DOW withdrawals for fishing licenses**: 976.58
- **Transfers (see above)**: (115,138.36)
- **Other changes in receivables and payables (incl some year-end accruals/reclass/adj)**: 3,433.92

**Cash Disbursements per Cash Flow Report**: 687,924.51
AGENDA TITLE: APPROVAL OF REGULAR (ACTION) AGENDA

SUBMITTED BY: JANET CARABELL

The ACTION agenda includes:

4. BOARD ORGANIZATION
   A. Oath of Office – Marie Richardson and Stan Gengler
   B. Election of Officers
   C. Committee Appointments
   D. Conflict of Interest Forms
   E. Board Attendance Sheet

5. CITIZEN & BOARD COMMENTS

6. EXECUTIVE DIRECTOR REPORTS
   A. Executive Director Report
   B. Project Manager Report

7. OLD BUSINESS
   A. Community Center Project - Owner’s Rep (Update)
   B. Community Center Financial Agreement (aka “Bridge Loan”) Discussion
   C. Stanley Park Bike Park (Discussion)

8. NEW BUSINESS
   A. Otie’s Trail Easement (Discussion/Action)
   B. CPW Grant Contract – Common Point Repairs (Approval)
   C. EVRPD Personnel Manual Changes (Discussion/Approval)

9. FURTHER BUSINESS
   A. Meetings to Schedule

10. ADJOURNMENT

BOARD ACTION NEEDED:

A motion to (approve or modify) the action agenda, as presented.

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<td>Ron Duell</td>
<td>Yes</td>
<td>No</td>
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<td>Ken Czarnowski</td>
<td>Yes</td>
<td>No</td>
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<tr>
<td>Dave Kiser</td>
<td>Yes</td>
<td>No</td>
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AGENDA TITLE: BOARD ORGANIZATION – OATH OF OFFICE
SUBMITTED BY: JANET CARABELL, EVRPD DEO

BACKGROUND INFORMATION:

Newly-elected Board members must take an Oath of Office before assuming duties on the Board of Directors. The Oath of Office is administered by the Board President within 30 days of the election. A blank oath is attached for review.

Kathy Asche, out-going Board President, will administer the Oath of Office to Marie Richardson and Stan Gengler.

ATTACHMENTS:

____ Resolution ______ Letter ______ Other: Oath of Office
____ Report ______ Minutes
____ Contract ______ Map

STAFF RECOMMENDATION:

BOARD ACTION NEEDED:

Kathy Asche will administer the Oath of Office to newly-elected Board Members.
I, ___________________________, will faithfully support the Constitution of the United States and of the State of Colorado, and the laws made pursuant thereto, and will faithfully perform the duties of the office of the Estes Valley Recreation and Park District upon which I am about to enter.

______________________________
(signature)

Subscribed and sworn to before me this _______ day of May, 2016.

By:_____________________________________________
(Person authorized to administer oaths, i.e. County Clerk and Recorder, Clerk of the Court, any other person authorized to administer oaths or Chairman/President of the Board of Directors)

Or

IF SWORN OR AFFIRMED BEFORE A NOTARY THE FOLLOWING SHOULD BE COMPLETED.

STATE OF COLORADO )
COUNTY OF _________________ ) ss.

Subscribed and sworn to before me this ______ day of _________________, 2016.

(Notary commission expiration) ___________________________ (Notary signature)
AGENDA TITLE: BOARD ORGANIZATION – ELECTION OF OFFICERS
SUBMITTED BY: JANET CARABELL

BACKGROUND INFORMATION:

EVRPD’s By-Laws call for an annual meeting in which new Board officers are elected for the next year. Attached is a list of officer duties as outlined in the By-Laws.

<table>
<thead>
<tr>
<th>Office of the Board of Directors</th>
<th>Current</th>
<th>2016 Officers</th>
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<tbody>
<tr>
<td>President</td>
<td>Kathy Asche</td>
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<tr>
<td>Vice-President</td>
<td>Ken Czarnowski</td>
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<tr>
<td>Secretary</td>
<td>Ron Duell</td>
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<td>Treasurer</td>
<td>Dave Kiser</td>
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<tr>
<td>Director</td>
<td>Vacant</td>
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Roberts Rules of Order states that if the nominated person is present and consents to the nomination, duties begin immediately.

ATTACHMENTS:

___ Resolution  ___ Letter  √ Other: Officer Duties
___ Report  ___ Minutes
___ Contract  ___ Map

STAFF RECOMMENDATION:

BOARD ACTION NEEDED:

A motion for each position is needed:

I nominate _________________ to the office of ______________ of the Board of Directors.

(A similar motion is needed for each office.)

Ken Czarnowski  Yes  No  Dave Kiser  Yes  No
Ron Duell  Yes  No  Marie Richardson  Yes  No
Stan Gengler  Yes  No
AGENDA TITLE: BOARD ORGANIZATION – COMMITTEE APPOINTMENTS
SUBMITTED BY: JANET CARABELL

BACKGROUND INFORMATION:

The District has several working committees on which Board appointees. Committee appointments should be reaffirmed or newly appointed by the new President.

<table>
<thead>
<tr>
<th>Committee</th>
<th>Current Representative</th>
<th>Appointed Representative</th>
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<tbody>
<tr>
<td>1. Trails Committee</td>
<td>Ron Duell</td>
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<td>2. Goals/Evaluation</td>
<td>Kathy Asche, Ron Duell</td>
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<td>3. Intergovernmental</td>
<td>Ken Czarnowski, Dave Kiser (alternate)</td>
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<td>4. Stanley Park</td>
<td>Ron Duell, Dave Kiser</td>
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<td>5. Community Center</td>
<td>Kathy Asche (steering committee)</td>
<td>Ken Czarnowski (fundraising)</td>
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<td>6. Other</td>
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ATTACHMENTS:

<table>
<thead>
<tr>
<th>___ Resolution</th>
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<tr>
<td>___ Report</td>
<td>___ Minutes</td>
<td>___ Map</td>
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BOARD ACTION NEEDED:

No formal action is needed. Appointees are designated by the incoming President.
AGENDA TITLE: CONFLICT OF INTEREST FORMS

SUBMITTED BY: JANET CARABELL

BACKGROUND INFORMATION:

Due to federal regulations, Board members are required to complete a conflict of interest form annually. Board members and officers are elected in May of any given year and thus this housekeeping item is also best accomplished at the May regular Board meeting.

ATTACHMENTS:

___ Resolution ___ Letter ___ Other: Conflict of Interest Form
___ Report ___ Minutes ___ Map
___ Contract

STAFF RECOMMENDATION:

BOARD ACTION NEEDED:

Board Members must sign and date Conflict of Interest Board Disclosure Form and return to the form to Board clerk by the end of the meeting.

Ken Czarnowski  Yes  No  Dave Kiser  Yes  No
Ron Duell  Yes  No  Marie Richardson  Yes  No
Stan Gengler  Yes  No
Conflict of Interest Board Disclosure Form

Due to Federal regulations, on an annual basis Board members are required to complete this form.

The appearance of conflict of interest can have damaging effects to the integrity of the Estes Valley Recreation and Park District (EVRPD). In some situations, a relationship with another entity may alter a Board member’s perspective without any awareness of a loss of objectivity. Therefore, any significant relationship between a Board member and a for-profit, nonprofit, or governmental entity must be disclosed. A potential conflict of interest arises when an EVRPD Board member or their spouse/significant other:

• Is an officer, Board member or trustee or owner of a for-profit, nonprofit, or governmental entity, that does business with EVRPD; or
• Holds under personal supervision, ownership (stocks or bonds) in stocks or bonds in a for-profit or nonprofit entity that does business with EVRPD; or
• Receives consulting fees from a for-profit, nonprofit, or governmental entity that does business with EVRPD.

Board members shall:
1. Not derive any personal profit or gain, directly or indirectly due to their relationship with EVRPD.
2. Not be a participant, directly or indirectly, in any arrangement, agreement, investment, or other activity with any vendor, supplier, or other party, doing business with EVRPD that has resulted or could result in a personal benefit.
3. Not be a recipient, directly or indirectly, of any salary payments or loans or gifts of any kind or any free service or discounts or other fees from or on behalf of any person or organization engaged in any transaction with EVRPD.
4. Refrain from obtaining any list of EVRPD clients for personal or private solicitation purposes at any time during the term of their affiliation.
5. Disclose to EVRPD any personal interest which they might have in any matter pending before EVRPD and shall refrain from participation in any decision on such matter.
6. Disclose associations even if there is no obvious conflict of interest, but especially if these interests might negatively impact or compete with EVRPD.

Board members must execute a Conflict of Interest Board Disclosure Form at the beginning of each year of their term on the Board and to disclose any additional conflicts of interest which may arise during the year with respect to issues brought before the Board. Complete the following statement, sign and return this document to the EVRPD Office along with any explanation, as it may apply, as noted in the first statement below.

_____ I, my spouse or significant other, HAS a financial or other relationship that may pose a potential conflict of interest. (Exceptions to 1-6 above must be accompanied with a full description of the interest, whether direct or indirect.)

_____ I, my spouse or significant other, DO NOT HAVE a financial or other relationship that may pose a potential conflict of interest.

Name (Please Print): __________________________________________
Signature: __________________________ Date: ____________________
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<td>Tom Carosello</td>
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**Legend:**
P = Present
EA = Excused Absence
UA = Unexcused Absence
N/A = Not Applicable
AGENDA TITLE: CITIZEN & BOARD COMMENTS  
SUBMITTED BY: Tom Carosello, EXECUTIVE DIRECTOR

BACKGROUND INFORMATION:
This item is placed on the agenda to give members of the audience an opportunity to comment on any item not on the agenda. It is also an opportunity for the Board to make comments on items that are not covered in the agenda.

The Board may either wish to respond to the citizen’s comment depending on the background information available or listen to the comments without taking any action. The Board may also table the discussion to a future meeting allowing time for staff to prepare background.

ATTACHMENTS:
___Resolution  ___Letter  ___Other:
___Report  ___Minutes
___Contract  ___Map

STAFF RECOMMENDATION:

BOARD ACTION NEEDED:

No action can be taken from citizens or board comments since such comments were not included on the posted agenda.
Community Center – Recent developments include:

- Preliminary Cost Estimate from Construction Manager/General Contractor – the first cost estimate for construction from Adolfson and Peterson will be available Monday, May 16. The preliminary indication is that the initial construction estimate is approximately $5 million over current budget, but over $2 million of that figure is contingency, which will continue to be reduced as the project moves forward. We will review this topic in greater detail with Chuck Jordan during the Board meeting.

- Development Review Process with Town of Estes Park – After meeting with town staff May 10 to discuss how to maintain an efficient review process, it is evident that we can request special meetings of town staff and/or the town planning commission to keep the project on schedule, if necessary. Development review is anticipated to be complete in late July.

- Design Advisory Group – The design advisory group is continuing to meet every other week (or as needed) for a few hours on Mondays; the group met weekly for the first part of the year. The group consists of myself, Chuck Jordan and Travis Guerette of RLH, Jill Schladoweiler, Dave Coleson of the school district, Jon Landkamer and Lori Mitchell (town) and David Batey, plus Dave Sprague, Bob McDonald and Bob Eck of OLC/Matrix Design. Jason Heustis and Cole Mayer of Adolfson and Peterson are now participating, as well.

- Partnerships – The school district and town are still the only partners to have any funding/collateral to offer, so we will continue to move forward assuming no hard funding from partners will be available during the construction phase.

- Grants – Staff is working with Sarah Pita (on a contractual basis) to develop submissions of at least three grant applications aimed at securing additional funding for the project, including a $1 million grant request from the DOLA Energy and Mineral Impact Assistance Fund. We will not be notified of any award decisions until fall of this year.

- Child Care Facility Update – Staff has been working with EVICS to contact county and state representatives to determine ways to further attract operational proposals from qualified providers. David Batey is working with staff and EVICS to develop an RFQ to solicit additional interest from prospective providers. The RFQ should be ready for release by the end of the month. Mountain Top Preschool, a local provider, continues to show the most interest.

- Operational Study – We have submitted the community center site, floor and programming plans to Ballard*King, a firm which specializes in operational studies and cost-recovery strategies for large facilities. A contract with Ballard*King is expected to amount to approximately $8,500; we budgeted $10,000 for this study in a separate line item (not included in the overall project budget). The study should be completed by late summer.

- Media – Periodic press releases will continue to be issued throughout the planning and construction process to highlight milestones in the project timeline.

- Public Meetings – The second public meeting to review programming, site and floor plans is tentatively scheduled for early June. An exact date and location will be determined in the next couple of weeks.

- Budget – The project budget is holding at approximately $26 million, which includes the anticipated amount available from the town’s Ballot Measure 1A portion of funding (includes
the assumption that EVRPD will be able to leverage additional 1A funding up front). However, as costs continue to rise, a list of project alternates is being developed as a means to be able to stay within budget. As the project moves forward, the Board will decide which alternates are priorities.

**Trails Master Plan** – The last public meeting to review the progress on this project took place Thursday, April 28 from 4 p.m.-7 p.m. in Estes Park Town Hall. The plan should be completed by late May or early June, with final close-out of the GOCO grant agreement which funded the project occurring in late June.

**Common Point Concessionaire Contract Negotiations** – I attended the EPGAC Board of Directors meeting May 9 to provide updates on the Common Point reconstruction effort, as well as the concessionaire contract development process. It was a very positive meeting, and discussion centered on the two main items in the draft contract that still need to be addressed: the minimum level of public access/participation required to satisfy the NPS contract template, and a determination of which entity will be ultimately responsible for environmental testing and potential remediation, if required. I have contacted David Siegenthaler, NPS Parks to Lands Program Coordinator, several times for guidance on acceptable, minimum public-participation requirements. To date, he has not responded. Kim Slininger coordinated environmental testing at the range May 11; the results of the tests (and any potential suggestions for remediation) will not be available for couple of weeks.

**Policy** – The administrative team will continue to create, update and enforce a wide range of personnel/safety policies and procedures. Policy adoptions and changes in draft form will be presented for Board review on a regular basis as they become finalized.

*Please do not hesitate to contact me at any time via cell phone at (970) 382-1356 with questions, comments and suggestions.*
EVRPD Project Status Brief

Thursday, May 12, 2016
Prepared by: Kim Slininger - Project Manager

Active Project(s) Listing

Noels Draw/Common Point-
Fisherman’s Nook ADA Restroom
Trails Master Plan
East Portal CG Waterline
Fish Creek Trail
18 Hole G.C. Irrigation Design
BOR Cost Sharing for Campgrounds
Homer Rouse Trail

Noels Draw/Common Point-status
• Mountain Constructors are approximately 80% complete with work
• Final grading of 25 and 100 yard ranges, swale lining and punchlist items
• Second progress payment expected soon
• Roadway rebuild and resurfacing is complete

Fisherman’s Nook ADA Restroom-status
• Contract close-out waiting publication in two local papers for final payment.
• Maintenance staff is taking lead for seeding operation, planting visual screening/wind breaks and rock pathway from 5th tee box to north side of building

Trails Master Plan-Status

• Project completion is currently on track for late May/early June 2016.

East Portal CG Waterline-Status
• BOR is conducting NEPA compliance -estimated time 30 days for SHPO review and 30 days for BOR approval and processing
• Kim is confirming with TOEP the need for a utility easement in the BOR easement corridor-TOEP lawyer is reviewing documents for confirmation
• Contract solicitation documents are complete and waiting to insert exact dates for contract period
• Contract work expected to be started when campground closes this fall

Fish Creek Trial Rehabilitation-Status

• LACo is moving forward with ROW process. EVRPD is in holding pattern until LaCo has completed ROW process and determination have been made regarding actions taken for Fish Creek properties attached to trail reconstruction.
• Offers made to 41 of 48 total property owners
• Signed agreements from 27 of 48 total
EVRPD Project Status Brief

18 Hole golf Course Preliminary Irrigation Design-Status

- Larry Rodgers Design Group has been conducting data gathering
- Initial GPS of existing system and layout of course has been completed
- Maps have been produced/recieved for each hole and all practice areas

BOR Cost Share Update

- BOR is in process of developing Cost Share funding for Campgrounds projects
  - Cost Share includes $50,000/year for three years for Mary’s Lake Campground Sewer rehabilitation.
    - Initial estimate is just $289,000 for three year sequential construction process

Homer Rouse Trail Update

- Cornerstone Engineering to begin survey of Cheley Camp property involved in 950 foot re-route built in 2014. The survey will begin formal process to include area in re-route easement.
- Survey and easement will be funded through GOCO grant currently in place
- TOEP High Voltage contract is trenching in HV underground conduit/cable and expected to be completed by end of May
- Road base will be applied to access road (corral area to bridge area only) as per FEMA PW statement. This is expected to take place in June 2016
DATE: May 17, 2016

TO: Tom Carosello, Executive Director EVRPD and EVRPD Board of Directors

FROM: Chuck Jordan & Travis Guerette, EVRPD Owner’s Representative

SUBJECT: Progress Report #4 covering April 18, 2016 to May 17, 2016

1. Van Horn Engineering activities:

   Provided the town of Estes the following update:
   - July of 2016 is the target for having all Land Use approvals.
   - Moving forward with the Property Boundary submittal only on the April 27th submittal deadline schedule. The parcels are recognized by Larimer County as separate parcels which would make our boundary amendments fall into the Minor Subdivision Review Category. This would be much a much more straightforward review and would put us before the Town Board in July, which maintains our current schedule. We understand that the Town of Estes is considering a staff review for property boundary adjustments that only involve moving lot lines and not creating new buildable lots.
   - We would propose to submit our Development Plan for the Limits and Extent Review two weeks after the April Submittal date, Wednesday May 11th. This would allow us to hit a final approval of the Development Plan by the Planning Commission (the decisions making body) in July. This would still allow us to get all of our Land Use approvals by July but would allow for a complete submittal and would provide Town Staff an additional two weeks to review the submittal material (and the design team to make needed revisions) rather than waiting for the next submittal date.
   - Submitted Final Plat and application packet to the Town of Estes Park on 4/27.

   Other VHE meetings:
   - On site meeting with School District to review site and property corners for proposed plat on 4/28/16
   - Meeting with Town Planning to facilitate communication.

2. A & P Contract Review

   - Received comments from A &P’s legal counsel on 4/9. These comments were sent to Lyons Gaddis – comments were received back from the District legal Council on 4/13. Further review was completed with Lyons Gaddis on 4/18, and final contract review was completed with A 7 P on 4/19.
   - Contract approved and signed by Board on 5/4/2016 at Special Board Meeting.
3. OLC Coordination
   • Provide a link to the SD drawings on 4/12 – Owner reviewed completed on 4/18.
   • OLC provided an updated Locker Room design to the District and DAG on 4/27. This provided better apportioned locker room count by increasing the number in the Women’s and decreasing the number in the Men. The Women’s vertical count = 196 and the Men’s = 184. OLC also change the proximity to the pool entry which provided a place for pool users to change.

4. DAG Meeting on 4/18
   • Review of design submittal to the Town of Estes
   • Town indicated they will be responsible for the turn lane on Hwy 36
   • OLC met with Will Birchfield, Chief Building Official for the Town and reviewed structural category classifications and codes. Discussed separate bid packages for utilities and foundations. Colorado Code Consulting will be doing the actual plan review for the Town.
   • Review of OLC SD drawings – the District had the following comments:
     • Can the District receive a variance for the number of trees and perimeter landscape islands?
     • Elk Protection is required
     • Would it be possible to keep mined rock on site instead of hauling off?
     • Discussed adding a door from the pool observation directly to the pool.
     • Discussed reducing the size of the Locker Rooms and number of Lockers – provide a better balance for Men and Women. Group discussed not providing electronic locks due to concern with the cost and Maintenance.
     • Requested to increase Gym Storage
     • Requested to add snow guards to the metal roof areas.
     • District requested to delete Vinyl Tile and discussed adding polished concrete in the main lobby.

5. DAG Meeting on 5/9 (go to meeting)
   • Review of the kitchen operational sequence with Town Senior Services
   • Review of kitchen equipment with TSS.

6. Meeting at A&P on 5/12
   • Review of schematic design estimate to date.
   • Understand inclusion / exclusions
   • Outline alternates and initial prioritization
   • Identify opportunities for greater efficiency in design, material selection and constructability base on SD design and cost trends.
7. DAG Meeting on 5/16
   - Progress reports
   - Design review
   - SD Package Estimate and Pricing trends

8. FFE Matrix of Responsibility
   - Review of Furniture, Fixtures, and Equipment and reviewed responsibility for District, Architect, and CM/GC on 4/20. Notes were sent to OLC to review and complete a final document.

9. Parking and Traffic Study
   - District contracted directly with Delich Associates – the firm was recommended by the Town staff. Parking lot study was completed on 4/25.
   - Report indicated there were 252 spaces available and the demand was evaluated by using Parking Generation, 4th Edition.
   - Using the 85th percentile peak period demand rate – recommends approximately 289 parking spaces – but the difference could be achieved by using the School District parking lot.
   - OLC reviewed the report and amended the site drawings to delete a portion of the landscape islands but still within the Town regulations of 6% of the required planting. The total parking spaces was increased to 269 spaces.
   - Latest site plan accommodates 265 spaces.
   - MOU with School District allows for use of 70 additional spaces.
   - Parking study and traffic study to be completed no later than 5/13 to be included in submittal package to Town Planning 5/16.
AGENDA TITLE: OTIE’S TRAIL EASEMENT
SUBMITTED BY: TOM CAROSELLO

BACKGROUND INFORMATION: For the past several months, several citizens and members of the Trails Committee have expressed concern over the closure of a section of “Otie’s Trail,” which has historically been used as a connection from Highway 34 to the Lumpy Ridge Trailhead. Formerly used by Whiteside Stables, the trail begins near the True Value store in upper Stanley Village, crosses over “Lot 4,” through Stanley Views Subdivision, crosses Black Canyon/Steamer Drive, connects to West Lane, flows north along West Lane, then crosses private property to connect to Devils Gulch Road.

The concern relates to the question of public right of use in the SW corner of Stanley Heights and the use of West Lane; the owner of the parcel through which the trail runs has taken steps to block access to the public. To date, there has apparently been no clear determination regarding whether or not there is a verifiable easement through the property permitting public access.

Town planning staff have indicated that town records show an easement through the property in question was vacated (“blacked out”) some time ago, but details as to when, where, etc. the vacation took place are lacking.

ATTACHMENTS:
___ Resolution  ___ Letters/Scope  ___ Other:
___ Report  ___ Minutes
___ Contract  ___ Map

STAFF RECOMMENDATION: Staff (and the Trails Committee) would like an opinion from the Board on whether or not it is important and/or appropriate for the District to investigate this matter, and if so, how to proceed.

BOARD ACTION NEEDED: A motion or consensus opinion directing staff on how to address this issue.

Ken Czarnowski  Yes  No
Ron Duell  Yes  No
Stan Gengler  Yes  No
Dave Kiser  Yes  No
Marie Richardson  Yes  No
Portion of Otie’s Trail Recently Closed

Larimer County Land Information Locator
Map indicating the portion of Otie’s Trail across private property which was recently closed to public access.

Printed: 5/12/16
AGENDA TITLE: STATE OF COLORADO, DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF PARKS AND WILDLIFE, SUB-GRANT AGREEMENT

SUBMITTED BY: KIM SLINGER

BACKGROUND INFORMATION:

This grant was applied for under Skyler’s tenure. It has not been executed and the current funding level of the existing contract is need of this funding to fulfill the contracted amount. The agreement’s statement of work needed changes when the contract scope of work was reduced for budgetary reasons.

Agreement Sub-grant amount $ 90,000.

The agreement states the matching funds from EVRPD will be $19,000. D. Matching Funds: “all of which shall be the sole responsibility of the Sub-grantee and shall not be reimbursable by the State, or the Federal Government…” Basically the funding source cannot be a federally appropriated funding source such as DHSEM, FEMA or CDBG.

If approved, the CPW requests 4 original signatures in wet ink on each copy for return and processing. Once processed an original signature copy will be returned to EVRPD for our file records.

ATTACHMENTS: 4 COPIES OF ORIGINAL AGREEMENT (4 COPIES)

__ Resolution  ___ Letter           ___ Other: Detailed Brief
__ Report          ___ Minutes
_x Contract       ___ Map

STAFF RECOMMENDATION:

Approved resolution for expenditure of $19,000 in match funding

BOARD ACTION NEEDED:

A motion to (approve, deny, modify) an agreement with the State of Colorado’s Division of Parks and Wildlife for a $90,000 sub-grant for flood repairs to the Common Point Outdoor Shooting Range, with matching funds from EVRPD not to exceed $19,000.

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<tr>
<th>Name</th>
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<tr>
<td>Ken Czarnowski</td>
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<td>Marie Richardson</td>
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<td>Stan Gengler</td>
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1. **PARTIES**
This Subgrant Agreement is entered into by and between Estes Valley Recreation And Park District, PO Box 1379, Estes Park, CO 80517-1379 (hereinafter called “Subgrantee”), and the STATE OF COLORADO, acting by and through the Department of Natural Resources, Division of Parks and Wildlife, 1313 Sherman St, Denver, CO 80203 (hereinafter called the “State” or “CPW”).

2. **EFFECTIVE DATE AND NOTICE OF NONLIABILITY.**
This Subgrant Agreement shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”) but shall be effective and enforceable thereafter in accordance with its provisions. The State shall not be liable to pay or reimburse Subgrantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date, except as otherwise stated in §5(A).

3. **RECITALS**
A. Authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for encumbering and subsequent payment under under Contract Encumbrance No. CTGG1 2016*02061 in the amount of $90,000; and
B. The Fish and Wildlife Service of the U.S. Department of Interior (“the Service”) has made federal grant funds available to the State specifically for Hunter Education Improvement pursuant to the 2000 Federal Assistance Improvement Act amendment (P. Law 106-408) to the Federal Aid Wildlife Restoration Act of 1937, (64 Stat. 430, as amended 16 USC 669-669i) (CFDA #15.626), for the enhancement of hunter education and shooting range development in Colorado (“Section 10 - Wildlife Restoration Funds”); and
C. The Fish and Wildlife Service of the U.S. Department of Interior obligate these Section 10 - Wildlife Restoration Funds to be reimbursable from the date the grant award is approved by the Service, (43 CFR 12.63 and 522 FW 25); and
D. The State desires to make the Section 10 - Wildlife Restoration Funds available to the Subgrantee on a reimbursable match basis for the purpose of enhancing hunter education and shooting range development opportunities in Colorado as part of its "Shooting Range Development Grant Program"; and
E. The State makes the Section 10 - Wildlife Restoration Funds available to Subgrantee in reliance on the representation by the Subgrantee that neither Subgrantee, nor any person or entity acting on its behalf, shall conduct activities with the Section 10 - Wildlife Restoration Funds for purposes or uses prohibited or otherwise restricted under 50 CFR 80; and
F. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.

4. **DEFINITIONS**
The following terms as used herein shall be construed and interpreted as follows:
A. **Budget**
   "Budget" means the budget for the Work described in Exhibit B.
B. **Evaluation**
   "Evaluation" means the process of examining Subgrantee’s Work and rating it based on criteria established in §6 and Exhibit A.
C. **Exhibits and other Attachments**

Page 1 of 19
The following are attached hereto and incorporated by reference herein: **Exhibit A** (Project Narrative), **Exhibit B** (Budget), **Exhibit C-1** (Project Documentation Report), **Exhibit C-2** (Itemized Work Sheet), **Exhibit C-3** (Request for Reimbursement), **Exhibit C-4** (Performance Report), **Exhibit D** (Annual Report), **Exhibit E** (Volunteer Time Tracking Sheet), **Exhibit F** (Federal Funding Accountability and Transparency Act (FFATA) Provisions), and **Exhibit G** (Supplemental Provisions for Federal Awards).

D. Goods

"Goods" means tangible material acquired, produced, or delivered by Subgrantee either separately or in conjunction with the Services Subgrantee renders hereunder.

E. Subgrant Agreement

"Subgrant Agreement" means this Subgrant, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this Subgrant, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

F. Grant Funds

"Grant Funds" means available funds payable by the State to Subgrantee pursuant to this Subgrant Agreement.

G. Party or Parties

"Party" means the State or Subgrantee and "Parties" means both the State and Subgrantee. The Subgrantee's officers, agents, and assigns shall not include Subgrantee's contractors.

H. Program

"Program" means the Shooting Range in Colorado grant program that provides the funding for this Subgrant Agreement.

I. Review

"Review" means examining Subgrantee's Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in §6 and Exhibit A.

J. Services

"Services" means the required services to be performed by Subgrantee pursuant to this Subgrant Agreement.

K. Subcontractor

"Subcontractor" means third-parties, if any, engaged by Subgrantee to aid in performance of its obligations.

L. Work

"Work" means the tasks and activities Subgrantee is required to perform to fulfill its obligations under this Subgrant Agreement and **Exhibit A**, including the performance of the Services and delivery of the Goods.

M. Work Product

"Work Product" means the tangible or intangible results of Subgrantee's Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

5. **TERM and EARLY TERMINATION**

A. Grant Performance Period

The term of this Subgrant Agreement shall commence on 1/1/2016 and shall continue through 12/31/2018 (the "Grant Performance Period"). However, payment for performance shall not begin until this Subgrant Agreement is approved by the State Controller, or designee (the "Effective Date"). The grant may be charged only for obligations incurred during the Grant Performance Period established upon grant award approval by the federal awarding agency (522 FW 25.7). This is the period of time during which federal funds are available for expenditure by the recipient (43 CFR 12.63).

B. Early Termination

This Subgrant Agreement is subject to early termination in accordance with the provisions of §15 and other specific provisions below herein.
6. STATEMENT OF WORK

A. Completion
   i. Subgrantee shall complete the Work and its other obligations as described herein and in Exhibit A during the Grant Performance Period. Subgrantee shall undertake the Scope of Work (the "Project") described in this Subgrant Agreement and Exhibit A. Prosecution of the Project shall be under the general supervision of the Subgrantee. The State may, at its discretion, require that a representative of the State be present at the Project location while work is being conducted. For construction projects costing more than $100,000, the Subgrantee shall retain a registered professional engineer who shall approve Project engineering plans and specifications, approve the feasibility determination, supervise construction, and furnish a report of final inspection to the State.
   ii. The Subgrantee shall provide and maintain permanent signs on or near the Project site for the life of a Project indicating that the Project is funded in part by the Section 10 - Wildlife Restoration Act (50 CFR 80.26 (a), (f), and (h); 041 FW 3 Signs).

B. Environmental Stewardship Plan
   Grantee must have prepared an Environmental Stewardship Plan that contains the essential elements as outlined by the US EPA Region 2's Best Management Practices for Lead at Outdoor Shooting Ranges. The Grantee's Environmental Stewardship Plan is hereby attached and incorporated as Exhibit C.

C. Shooting Range Plan
   Grantee must follow established guidelines set by the National Rifle Association (www.nra.org), National Shooting Sports Foundation (www.nssf.org), and/or the National Association of Shooting Ranges (www.rangeinfo.org) in designing and construction of the shooting range.

D. Project Useful Life
   i. As per United States Department of Interior 522 FW 18.5(A), Useful Life of Capital Improvements Funded by Federal Assistance Grants, the State has determined that the useful life for capital improvements is 20 years. The "useful life" of the Project shall extend 20 years beyond the Project final inspection acceptance date.
   ii. Pursuant to 50 CFR §80.18, the State as the Grantee must control lands on which capital improvements are made with Wildlife Restoration Act funds. This control shall be exercised by the Grantee using this Subgrant Agreement and these duties are passed to the Subgrantee for the Useful Life of the project.
   iii. The Subgrantee shall operate and maintain the Project, or cause the Project to be operated and maintained, for enhancement of hunter education and public shooting range use opportunities during the "useful life" period. The "Real Property" to be operated and maintained shall include land, land improvements, structures, and appurtenances thereto, acquired or developed under this Project, excluding movable machinery and equipment. The Real Property shall be maintained by the Subgrantee in a reasonable state of repair and shall be open for use by the public at all reasonable hours of the day and time of the year as required by its intended purpose.
   iv. Subgrantee shall not at anytime convert any Real Property acquired or developed pursuant to this Subgrant Agreement to other than public recreational enhancement of hunter education and public shooting range use opportunities without the prior written approval of the State. In the event the Real Property is converted (Loss of Control), Subgrantee will replace or reimburse the State the current fair market value of the Real Property. Replacement of Real Property must be of equal value at current market prices and have equal benefits as the original Real Property. Non-public uses of the said facilities which do not materially interfere with the public uses shall not be deemed a conversion of such facilities within the meaning of this paragraph.
   v. Loss of Control is when such Real Property passes from management control of the Subgrantee. The control must be fully restored to the Subgrantee or the Real Property must be replaced using non-Federal Assistance funds. Final resolution for loss of control will require approval by the Federal awarding agency.

E. Employees
   All persons employed by Subgrantee or Subcontractors shall be considered Subgrantee's or Subcontractor's employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Subgrant Agreement.

7. PAYMENTS TO SUBGRANTEE
The State shall, in accordance with the provisions of this §7, pay Subgrantee in the following amounts and using the methods set forth below:

A. Maximum Amount
The State shall reimburse Grantee up to a maximum amount of $90,000, which shall be from available Section 10 - Wildlife Restoration Funds for the completion of the Project described in Exhibit A during the Grant Performance Period.

B. Payment
   i. Advance, Interim and Final Payments
      Any advance payment allowed under this Subgrant Agreement or in Exhibit B shall comply with State Fiscal Rules and be made in accordance with the provisions of this Subgrant Agreement or such Exhibit. Subgrantee shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State. Payments shall be made on a reimbursement basis, based upon the Subgrantee’s submittal of receipts to the State evidencing allowable expenditures by the Subgrantee for services and materials used in prosecution of the Project, as determined by the State, with submittal of receipts and canceled checks evidencing allowable expenditures, Subgrantee may request payments monthly; however, the reimbursement amount for each request shall be no less than $1,000 unless it is a request for final payment. The State shall in all cases retain ten percent (10%) of the total available Section 10 - Wildlife Restoration Funds until final inspection and approval of the completed project by authorized representatives of the State. Such payments shall also be subject to inspection and approval of the completed work by authorized representatives of the State.
   
   ii. Preliminary or Pre-Agreement Costs
      Certain preliminary costs for services, incurred by Subgrantee prior to the execution of the grant award, may be reimbursable or included as part of allowable in-kind contributions. Acceptable services may include, but are not limited to, preliminary design, feasibility surveys (both engineering and biological) and land appraisals. To be eligible, such costs shall be disclosed to the State as preliminary or pre-agreement costs in Exhibit B, and shall be subject to federal approval pursuant to 522 FW 16, and shall also be subject to the following cost principles: Appendix B of 2 CFR Part 225, sections 31 and 32.
   
   iii. Interest
      The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Subgrantee previously accepted by the State. Uncontested amounts not paid by the State within 45 days may, if Subgrantee so requests, bear interest on the unpaid balance beginning on the 46th day at a rate not to exceed one percent per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. Subgrantee shall invoice the State separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of day’s interest to be paid and the interest rate.
   
   iv. Available Funds-Contingency-Termination
      The State is prohibited by law from making fiscal commitments beyond the term of the State’s current fiscal year. Therefore, Subgrantee’s compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are used with this Subgrant Agreement in whole or in part, the State’s performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Subgrant Agreement shall be made only from available funds encumbered for this Subgrant Agreement and the State’s liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Subgrant Agreement, the State may immediately terminate this Subgrant Agreement in whole or in part without further liability in accordance with the provisions herein.
   
   v. Erroneous Payments
      At the State’s sole discretion, payments made to Subgrantee in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Subgrantee, may be recovered from Subgrantee by deduction from subsequent payments under this Subgrant Agreement or other Grants, grants or agreements between the State and Subgrantee or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State.

C. Use of Funds
Grant Funds shall be used only for eligible costs identified herein and/or in the Budget. Subgrantee may adjust budgeted expenditure amounts up to 10% within each line item of said Budget without approval of the State. Adjustments in excess of 10% shall be authorized by the State in an amendment to this Subgrant Agreement. The State's total consideration shall not exceed the maximum amount shown herein.

D. Matching Funds
i. Subgrantee shall provide matching funds as provided in Exhibit B. Subgrantee’s share of the cost of the subject Project shall be 33%, representing a dollar value of $19,000, all of which shall be the sole responsibility of the Subgrantee and shall not be reimbursable by the State or the Federal Government, and shall consist, at a minimum, of funds, allowable costs, and the value of third party in-kind contributions as set forth in Exhibit B. Third party in-kind contributions shall mean property or services which benefit a federally assisted project or program and which are contributed by non-Federal third parties without charge to the Subgrantee. Cost sharing or matching shall mean the value of the third party in-kind contributions and the portion of the costs of a federally assisted grant project or program not borne by the Federal Government.

ii. Subgrantee shall comply with all applicable federal statutes, regulations, policies, guidelines and requirements regarding all contributions, matching and cost-sharing, including, but not necessarily limited to 43 CFR Part 12, 50 CFR Part 80, and OMB Circular No. A-133 as they relate to the application, acceptance, and use of federal funds for this federally assisted Project.

iii. Subgrantee shall include in any contract, subcontract, subgrant, or agreement entered into in performance of the Project, the provisions required by 43 CFR 12.76(i). Subgrantee certifies that it has read and shall comply with all of the provisions of 43 CFR 12, as applicable. Subgrantee “will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that procurements conform to applicable Federal law and the standards in this section” as required by 43 CFR 12.76(b). Subgrantee shall not make any award or permit any award (subgrant or contract) at any tier to any party, which is debarred or suspended under 43 CFR 12.75.

8. REPORTING - NOTIFICATION
Reports, Evaluations, and Reviews required under this §8 shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with §19, if applicable.

A. Performance, Progress, Personnel, and Funds
i. Subgrantee shall utilize and comply with the following: Exhibit C-1, Exhibit C-2, and Exhibit C-3.

ii. If volunteer labor is part of Subgrantee’s match, Subgrantee will collect and file with CPW the appropriate documentation using Exhibit E. This documentation must accompany Subgrantee’s requests for reimbursement (Exhibit C-3).

iii. Using Exhibit C-4, Subgrantee shall file quarterly progress reports with the State detailing the status of the Project and extent to which it has been completed. The first such quarterly report shall be due three (3) months after Subgrantee receives the notice to proceed, and every three (3) months thereafter until final approval of the completed Project is performed by the State. Subgrantee shall notify the State’s Shooting Range Coordinator (“State Coordinator”) in writing at least ten (10) days prior to actual completion of the Project to arrange for final inspection of the Project. Subgrantee shall submit all required final documents along with the final payment request to the State Coordinator no later than 45 days after completion of the Project or within the timeframe allowed by the Federal awarding agency.

iv. Subgrantee shall provide to the State Coordinator color photo slides, digital photos, or color prints of the work site: 1) prior to commencement of work, 2) during construction, and 3) upon completion of the Project.

v. After the Project is completed, Subgrantee shall file an annual report with the State on the form provided as Exhibit D. The first annual report shall be due one year following final inspection of the Project and shall be due annually thereafter during the Project Useful Life.

vi. The State Coordinator may waive in writing any quarterly or annual performance report if deemed unnecessary, provided the State will still be able to meet its performance reporting obligations to the Federal agency.

B. Litigation Reporting
Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Subgrant Agreement or which may affect Subgrantee’s ability to perform its

Page 5 of 19
obligations hereunder, Subgrantee shall notify the State of such action and deliver copies of such pleadings to the State’s principal representative as identified herein. If the State’s principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of the Department of Natural Resources.

C. Noncompliance
Subgrantee’s failure to provide reports and notify the State in a timely manner in accordance with this §8 may result in the delay of payment of funds and/or termination as provided under this Subgrant Agreement.

9. SUBGRANTEE RECORDS
Subgrantee shall make, keep, maintain and allow inspection and monitoring of the following records:

A. Maintenance
Subgrantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Subgrantee shall maintain such records (the "Record Retention Period") until the last to occur of the following: (i) a period of three years after the date this Subgrant Agreement is completed or terminated, or (ii) final payment is made hereunder, whichever is later, or (iii) for such further period as may be necessary to resolve any pending matters, or (iv) if an audit is occurring, or Subgrantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved (the "Record Retention Period").

B. Inspection
Subgrantee shall permit the State, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Subgrantee’s records related to this Subgrant Agreement during the Record Retention Period for a period of three years following termination of this Subgrant Agreement or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Subgrantee’s performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Subgrant Agreement, including any extension. If the Work fails to conform to the requirements of this Subgrant Agreement, the State may require Subgrantee promptly to bring the Work into conformity with Subgrant Agreement requirements, at Subgrantee’s sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Subgrantee to take necessary action to ensure that future performance conforms to Subgrant Agreement requirements and exercise the remedies available under this Subgrant Agreement, at law or inequity in lieu of or in conjunction with such corrective measures.

C. Monitoring
Subgrantee shall permit the State, the federal government, and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Subgrantee pursuant to the terms of this Subgrant Agreement using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Subgrantee’s performance hereunder.

D. Final Audit Report
If an audit is performed on Subgrantee’s records for any fiscal year covering a portion of the term of this Subgrant Agreement, Subgrantee shall submit a copy of the final audit report to the State or its principal representative at the address specified herein.

10. CONFIDENTIAL INFORMATION-STATE RECORDS
Subgrantee shall comply with the provisions of this §10 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, state records, personnel records, and information concerning individuals.

A. Confidentiality
Subgrantee shall keep all State records and information confidential at all times and to comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party
for State records and information in the possession of Subgrantee shall be immediately forwarded to the State's principal representative.

B. Notification
Subgrantee shall notify its agent, employees, Subcontractors, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

C. Use, Security, and Retention
Confidential information of any kind shall not be distributed or sold to any third party or used by Subgrantee or its agents in any way, except as authorized by this Subgrant Agreement or approved in writing by the State. Subgrantee shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Subgrantee or its agents, except as permitted in this Subgrant Agreement or approved in writing by the State.

D. Disclosure-Liability
Disclosure of State records or other confidential information by Subgrantee for any reason may be cause for legal action by third parties against Subgrantee, the State or their respective agents. Subgrantee shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Subgrantee, or its employees, agents, Subcontractors, or assignees pursuant to this §10.

11. CONFLICTS OF INTEREST

A. Definition and Appearance
Subgrantee shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Subgrantee’s obligations hereunder. Subgrantee acknowledges that with respect to this Subgrant, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Subgrantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee’s obligations to the State hereunder. Subgrantee shall comply with the provisions of CRS §18-8-308 and §§24-18-101-109.

B. Specific Prohibitions
Subgrantee and its respective officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Subgrantee’s potential subgrantees, or parties to sub­contracts. Subgrantee’s employees, officers, agents or any permitted sub-grantees shall not participate in the selection, award, or administration of this Subgrant Agreement or any sub-grant or sub-contract, if an actual or apparent conflict of interest would occur. Such a conflict would arise when any of the following has a financial or other interest in the firm selected for award:
   i. An employee, officer, agent, or board member;
   ii. Any member of the employee's immediate family;
   iii. An employee’s partner; or
   iv. An organization, which employes, or is about to employ, any of the aforementioned.

C. Disclosure Statement
Subgrantee shall submit to the State a disclosure statement setting forth the relevant details for the State’s consideration. Failure to promptly submit a disclosure statement or to follow the State’s direction in regard to the apparent conflict shall be considered a material default of this Subgrant Agreement and grounds for termination under the Termination for Default/Cause in Section 20 of this Subgrant Agreement.

D. Code of Performance
Subgrantee, and sub-grantees and subcontractors, if any, shall maintain a written code of standards governing the performance of their respective employees, agents, and contractors engaged in the award and administration of this Subgrant Agreement, or subcontract or subgrant, if any. Subgrantee shall provide a copy of such code to the State within 10 days of the State's written request therefore.

12. REPRESENTATIONS AND WARRANTIES
Subgrantee makes the following specific representations and warranties, each of which was relied on by the State in entering into this Subgrant Agreement.

A. **Standard and Manner of Performance**
   
   Subgrantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Subgrant Agreement.

B. **Legal Authority – Subgrantee and Subgrantee’s Signatory**
   
   Subgrantee warrants that it possesses the legal authority to enter into this Subgrant Agreement and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Subgrant Agreement, or any part thereof, and to bind Subgrantee to its terms. If requested by the State, Subgrantee shall provide the State with proof of Subgrantee’s authority to enter into this Subgrant Agreement within 15 days of receiving such request.

C. **Licenses, Permits, Etc.**
   
   Subgrantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Subgrantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Subgrant Agreement, without reimbursement by the State or other adjustment in Subgrant Agreement Funds. Additionally, all employees and agents of Subgrantee performing Services under this Subgrant Agreement shall hold all required licenses or certifications, if any, to perform their responsibilities. Subgrantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Subgrantee to properly perform the terms of this Subgrant Agreement shall be deemed to be a material breach by Subgrantee and constitute grounds for termination of this Subgrant Agreement.

13. **INSURANCE**

   Subgrantee and its Subcontractors shall obtain and maintain insurance as specified in this section at all times during the term of this Subgrant Agreement: All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Subgrantee and the State.

   A. **Subgrantee**
      
      i. **Public Entities**
         
         If Subgrantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Subgrantee shall maintain at all times during the term of this Subgrant Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Subgrantee shall show proof of such insurance satisfactory to the State, if requested by the State. Subgrantee shall require each Subgrant Agreement with Subcontractors that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Subcontractor’s liabilities under the GIA.

      ii. **Non-Public Entities**
         
         If Subgrantee is not a "public entity" within the meaning of the GIA, Subgrantee shall obtain and maintain during the term of this Subgrant Agreement insurance coverage and policies meeting the same requirements set forth in §13(B) with respect to Subcontractors that are not "public entities".

   B. **Subcontractors**
      
      Subgrantee shall require each Subgrant Agreement with Subcontractors, other than those that are public entities, providing Goods or Services in connection with this Subgrant Agreement, to include insurance requirements substantially similar to the following:

      i. **Worker's Compensation**
         
         Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Subgrantee and Subcontractor employees acting within the course and scope of their employment.
ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

(a) $1,000,000 each occurrence;
(b) $1,000,000 general aggregate;
(c) $1,000,000 products and completed operations aggregate; and
(d) $50,000 any one fire.

If any aggregate limit is reduced below $1,000,000 because of claims made or paid, Subcontractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Subgrantee a certificate or other document satisfactory to Subgrantee showing compliance with this provision.

iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

iv. Additional Insured

Subgrantee and the State shall be named as additional insured on the Commercial General Liability policy (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).

v. Primacy of Coverage

Coverage required of Subgrantee and Subcontractors shall be primary over any insurance or self-insurance program carried by Subgrantee or the State.

vi. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Subgrantee and Subgrantee shall forward such notice to the State in accordance with §16 (Notices and Representatives) within seven days of Subgrantee's receipt of such notice.

vii. Subrogation Waiver

All insurance policies in any way related to this Subgrant Agreement and secured and maintained by Subgrantee or its Subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise, against Subgrantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

C. Certificates

Subgrantee and all Subcontractors shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Subgrant Agreement. No later than 15 days prior to the expiration date of any such coverage, Subgrantee and each Subcontractor shall deliver to the State or Subgrantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Subgrant Agreement or any subgrant, Subgrantee and each Subcontractor shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

14. BREACH

A. Defined

In addition to any breaches specified in other sections of this Subgrant Agreement, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Subgrantee, or the appointment of a receiver or similar officer for Subgrantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide
15. REMEDIES
If Subgrantee is in breach under any provision of this Subgrant Agreement, the State shall have all of the remedies listed in this §15 in addition to all other remedies set forth in other sections of this Subgrant Agreement following the notice and cure period set forth in §14(B). The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach
If Subgrantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Subgrant Agreement and in a timely manner, the State may notify Subgrantee of such non-performance in accordance with the provisions herein. If Subgrantee thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Subgrant Agreement or such part of this Subgrant Agreement as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Subgrantee shall continue performance of this Subgrant Agreement to the extent not terminated, if any.

i. Obligations and Rights
To the extent specified in any termination notice, Subgrantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Subgrantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Subgrant Agreement’s terms. At the sole discretion of the State, Subgrantee shall assign to the State all of Subgrantee’s right, title, and interest under such terminated orders or subcontracts. Upon termination, Subgrantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Subgrantee in which the State has an interest. All materials owned by the State in the possession of Subgrantee shall be immediately returned to the State. All Work Product, at the option of the State, shall be delivered by Subgrantee to the State and shall become the State’s property.

ii. Payments
The State shall reimburse Subgrantee only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Subgrantee was not in breach or that Subgrantee’s action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Subgrant Agreement had been terminated in the public interest, as described herein.

iii. Damages and Withholding
Notwithstanding any other remedial action by the State, Subgrantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Subgrant Agreement by Subgrantee and the State may withhold any payment to Subgrantee for the purpose of mitigating the State’s damages, until such time as the exact amount of damages due to the State from Subgrantee is determined. The State may withhold any amount that may be due to Subgrantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services. Subgrantee shall be liable for excess costs incurred by the State in procuring from third parties replacement Work, Services or substitute Goods as cover.

B. Early Termination in the Public Interest
The State is entering into this Subgrant Agreement for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Subgrant Agreement ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Subgrant Agreement in whole or in part. Exercise by the State of this right shall not constitute a breach of the State’s obligations hereunder. This subsection shall not apply to a termination of this Subgrant Agreement by the State for cause or breach by Subgrantee, which shall be governed by §15(A) or as otherwise specifically provided for herein.

i. Method and Content
The State shall notify Subgrantee of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Subgrant Agreement.
ii. Obligations and Rights
Upon receipt of a termination notice, Subgrantee shall be subject to and comply with the same obligations and rights set forth in §15(A)(i).

iii. Payments
If this Subgrant Agreement is terminated by the State pursuant to this §15(B), Subgrantee shall be paid an amount which bears the same ratio to the total reimbursement under this Subgrant Agreement as the Services satisfactorily performed bear to the total Services covered by this Subgrant Agreement, less payments previously made. Additionally, if this Subgrant Agreement is less than 60% completed, the State may reimburse Subgrantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Subgrant Agreement) incurred by Subgrantee which are directly attributable to the uncompleted portion of Subgrantee's obligations hereunder, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Subgrantee hereunder.

C. Remedies Not Involving Termination
The State, in its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Suspend Performance
Suspend Subgrantee’s performance with respect to all or any portion of this Subgrant Agreement pending necessary corrective action as specified by the State without entitling Subgrantee to an adjustment in price/cost or performance schedule. Subgrantee shall promptly cease performance and incurring costs in accordance with the State’s directive and the State shall not be liable for costs incurred by Subgrantee after the suspension of performance under this provision.

ii. Withhold Payment
Withhold payment to Subgrantee until corrections in Subgrantee’s performance are satisfactorily made and completed.

iii. Deny Payment
Deny payment for those obligations not performed, that due to Subgrantee’s actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

iv. Removal
Demand removal of any of Subgrantee’s employees, agents, or Subcontractors whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Subgrant Agreement is deemed to be contrary to the public interest or not in the State’s best interest.

v. Intellectual Property
If Subgrantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Subgrant Agreement, Subgrantee shall, at the State’s option (a) obtain for the State or Subgrantee the right to use such products and services; (b) replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, (c) if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

16. NOTICES and REPRESENTATIVES
Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party’s principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.
A. State Coordinator:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Address</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jim Guthrie</td>
<td>Shooting Range Program Coordinator</td>
<td>Colorado Division of Parks and Wildlife</td>
<td>303-866-3203x4689</td>
<td><a href="mailto:jim.guthrie@state.co.us">jim.guthrie@state.co.us</a></td>
</tr>
</tbody>
</table>

With respect to the representative of the State, the State Coordinator shall have the authority to assure compliance with the terms of this Subgrant Agreement, inspect and reject services, approve invoices for payment, and act otherwise for the State.

B. Subgrantee:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Address</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kim Slininger</td>
<td>EVRPD Project Manager</td>
<td>PO Box 1379</td>
<td>970-215-8075</td>
<td><a href="mailto:pm@evrp.com">pm@evrp.com</a></td>
</tr>
</tbody>
</table>

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Subgrantee in the performance of its obligations under this Subgrant Agreement shall be the exclusive property of the State and, all Work Product shall be delivered to the State by Subgrantee upon completion or termination hereof. The State’s exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Subgrantee shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Subgrantee’s obligations hereunder without the prior written consent of the State.

18. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Immunity Act and the risk management statutes, CRS §24-30-1501, et seq., as amended.

19. STATEWIDE GRANT MANAGEMENT SYSTEM

If the maximum amount payable to Subgrantee under this Subgrant Agreement is $100,000 or greater, either on the Effective Date or at anytime thereafter, this §19 applies.

Subgrantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Grant management system.

Subgrantee’s performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Subgrant Agreement, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Subgrantee’s performance shall be part of the normal Grant administration process and Subgrantee’s performance will be systematically recorded in the statewide Grant Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Subgrantee’s obligations under this Subgrant Agreement shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Subgrantee’s obligations. Such performance information shall be entered into the statewide Grant Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Subgrant Agreement term. Subgrantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.
Should the final performance Evaluation and Review determine that Subgrantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the CPW, and showing of good cause, may debar Subgrantee and prohibit Subgrantee from bidding on future Grants. Subgrantee may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Subgrantee, by the Executive Director, upon a showing of good cause.

20. GENERAL PROVISIONS

A. Assignment and Subgrants
Subgrantee's rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, or subgranting without such consent shall be void. All assignments, subgrants, or Subcontractors approved by Subgrantee or the State are subject to all of the provisions hereof. Subgrantee shall be solely responsible for all aspects of subgranting arrangements and performance.

B. Binding Effect
Except as otherwise provided in §20(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions
The captions and headings in this Subgrant Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts
This Subgrant Agreement may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding
This Subgrant Agreement represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

F. Indemnification-General
Subgrantee shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Subgrantee, or its employees, agents, Subcontractors, or assignees pursuant to the terms of this Subgrant Agreement; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

G. Jurisdiction and Venue
All suits, actions, or proceedings related to this Subgrant Agreement shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

H. Modification, Amendment, and Budget Changes
i. Modifications
This Subgrant Agreement is subject to such modifications as may be required by changes in Federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Subgrant Agreement on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this Subgrant Agreement shall be effective unless agreed to in writing by the Parties in an amendment to this Subgrant Agreement that is properly executed and approved in accordance with applicable law.

ii. Subgrantee Requests for Project Modifications
The Subgrantee shall notify the State Coordinator, in writing, of any proposed Project modifications or budget changes in the project as soon as possible, but at least 45 days prior to the expiration of the Grant Performance Period. The State's Coordinator shall determine if it is necessary to submit a request for a grant amendment with the Federal awarding agency. An amendment must be submitted to obtain the Federal awarding agency's prior approval for:

a) Adding or deleting a project from the list;
b) Increasing or decreasing the Federal funds obligated on the Federal Grant Agreement;
c) Revising the rate of Federal participation shown on the Federal Grant Agreement;
d) Modifying the Federal Grant Agreement period; or
e) Any change to the Federal Grant or Subgrant Agreements.

Any such amendment shall also be processed as an amendment to the Subgrant Agreement, pursuant to State Fiscal Rules and Policies.

iii. Budget Changes

Budget Changes. Unless waived by the Federal awarding agency, certain types of post-award changes in budgets and projects shall require the prior written approval of the Federal awarding agency. Changes shall also be governed, as applicable, by the federal regulations in 43 CFR 12.70, as well as the State Fiscal Rules and Policies.

I. Order of Precedence

The provisions of this Subgrant Agreement shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Subgrant Agreement and its exhibits and attachments including, but not limited to, those provided by Subgrantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

i. Exhibit F,
ii. Colorado Special Provisions,
iii. The provisions of the main body of this Subgrant Agreement,
iv. Exhibit A,
v. Exhibit B,
vi. Exhibits C-1 through C-4,
vii. Exhibit E,
viii. Exhibit D,
ix. Exhibit G.

J. Severability

Provided this Subgrant Agreement can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

K. Survival of Certain Grant Terms

Notwithstanding anything herein to the contrary, provisions of this Subgrant Agreement requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Subgrantee fails to perform or comply as required.

L. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Subgrantee shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Subgrantee for them.

M. Third Party Beneficiaries

Enforcement of this Subgrant Agreement and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Subgrant Agreement are incidental to the Subgrant Agreement, and do not create any rights for such third parties.

N. Waiver

Waiver of any breach of a term, provision, or requirement of this Subgrant Agreement, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a
waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

O. CORA Disclosure
To the extent not prohibited by federal law, this Subgrant Agreement and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

21. FEDERAL AUDIT PROVISIONS
A. Grantee shall comply with the Office of Management and Budget's (OMB) Circular No. A-133 Audits of States, Local Governments, and Non-Profit Organizations which defines audit requirements under the Single Audit Act of 1996 (Public Law 104-156).
B. All state and local governments and non-profit organizations expending $500,000 or more from all sources (direct or from pass-through entities) are required to comply with the provisions of OMB Circular No. A-133. This Circular also requires pass-through entities to monitor the activities of subrecipients and ensure that subrecipients meet the audit requirements. To identify its pass-through responsibilities, the State of Colorado requires all subrecipients to notify the State when expected or actual expenditures of federal assistance from all sources equal or exceed $500,000.

22. GRANT ASSURANCES
This Subgrant Agreement involves the expenditure of federal funds. Therefore, Grantee shall at all times during the execution of this Subgrant Agreement strictly adhere to and comply with all applicable federal laws and regulations, as they currently exist and may hereafter be amended, which are subject to the terms and conditions incorporated either directly or by reference in this Subgrant Agreement. Grantee shall also require compliance with these statutes and regulations in subcontractor grant agreements permitted under this Subgrant Agreement. The federal laws and regulations are accessible on the internet at: http://wsfrofficeprograms.fws.gov/Subpages/ToolkitFiles/toolkit.pdf and include but are not limited to:
- Program Legislation/regulation.
- Code of Federal Regulation/Regulatory Requirements of 43 CFR 12, as applicable.
- Code of Federal Regulation/Regulatory Requirements of 50 CFR 80, as applicable.
- Special terms and provisions specified in the Notice of Federal Financial Assistance Grant Award.
- Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60). [All construction contracts awarded in excess of $10,000 by grantees and their contractors or subgrantees]
- The Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR Part 3). [All contracts and subgrants for construction or repair in excess of $2,000]
- Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). [Construction contracts awarded by grantees and subgrantees in excess of $2,000, and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers]
- Standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h), Section 508 of the Clean Water Act (33 USC 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). [contracts, subcontracts, and subgrants of amounts in excess of $100,000]
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
- The Hatch Act (5 USC 1501-1508) and Public Law 95-454, Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.
- USC 6101 et seq., 42 USC 2000d, 29 USC 794, and implementing regulation, 45 CFR Part 80 et seq. These acts require that no person shall, on the grounds of race, color, national origin, age, or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or part, by federal funds.

The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91-646, as amended and Public Law 100-17, 101 Stat. 246-256). [If the Subgrantee is acquiring real property and displacing households or businesses in the performance of this contract]

The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.).


Title IX of the Education Amendments of 1972

Executive Order 11987, Exotic Organisms

Endangered Species Act of 1973

National Environmental Policy Act of 1969 (NEPA)

Floodplains and Wetlands Protection

Animal Welfare Act of 1985

National Historic Preservation Act of 1966

Debarment and Suspension: (1) Executive Order 12549, Debarment and Suspension, Feb. 18, 1986; and (2) Department of Interior Rules, Government wide Debarment and Suspension (Nonprocurement), 43 CFR 42

Restrictions on Lobbying (1) (P.L. 101-121), (2) 43 CFR 18

Flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

Civil Rights Assurance. The undersigned is subject to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program or activity that is directly associated with a program of the RECIPIENT on the basis of race, color, national origin, age, sex (in education activities) or disability.

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23. COLORADO SPECIAL PROVISIONS
These Special Provisions apply to all Grants except where noted in italics.

1. CONTROLLER'S APPROVAL. CRS §24-30-202 (1).
This Subgrant Agreement shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

2. FUND AVAILABILITY. CRS §24-30-202(5.5).
Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

3. GOVERNMENTAL IMMUNITY.
No term or condition of this Subgrant Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

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

5. COMPLIANCE WITH LAW.
Subgrantee shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

6. CHOICE OF LAW.
Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Subgrant Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Subgrant Agreement, to the extent capable of execution.

7. BINDING ARBITRATION PROHIBITED.
The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Subgrant Agreement or incorporated herein by reference shall be null and void.

8. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.
State or other public funds payable under this Subgrant Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Subgrantee hereby certifies and warrants that, during the term of this Subgrant Agreement and any extensions, Subgrantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Subgrantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Subgrant Agreement, including, without limitation, immediate termination of this Subgrant Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

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

10. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4. [Not applicable to intergovernmental agreements] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

11. PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101. [Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental Agreements, or information technology services or products and services] Subgrantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Subgrant Agreement and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Subgrant Agreement, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c). Subgrantee shall not knowingly employ or contract with an illegal alien to perform work under this Subgrant Agreement or enter into a contract with a Subcontractor that fails to certify to Subgrantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Subgrant Agreement. Subgrantee (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Subgrant Agreement is being performed, (b) shall notify the Subcontractor and the granting State agency within three days if Subgrantee has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Subgrant Agreement, (c) shall terminate the contract if a Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Subgrantee participates in the State program, Subgrantee shall deliver to the granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Subgrantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Subgrantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the granting State agency, institution of higher education or political subdivision may terminate this Subgrant Agreement for breach and, if so terminated, Subgrantee shall be liable for damages.

12. PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101. Subgrantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Subgrant Agreement.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK
THE PARTIES HERETO HAVE EXECUTED THIS SUBGRANT AGREEMENT

* Persons signing for Subgrantee hereby swear and affirm that they are authorized to act on Subgrantee's behalf and acknowledge that the State is relying on their representations to that effect.

Subgrantee
Estes Valley Recreation and Park District

| Name: | |
| Title: | |

__________________________
*Signature

Date: ______________________

2nd Subgrantee Signature if Needed
By: _______________________
Title: _____________________

__________________________
(for) Mike King, Executive Director

Date: ______________________

STATE OF COLORADO
John W. Hickenlooper GOVERNOR
Department of Natural Resources
Division of Parks and Wildlife

__________________________
Legal Review
Cynthia H. Coffman, Attorney General

| By: | Signature - Assistant Attorney General |
| Date: | ______________________|

ALL SUBGRANT AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS 24-30-202 requires the State Controller to approve all State Grants. This Subgrant Agreement is not valid until signed and dated below by the State Controller or delegate. Subgrantee is not authorized to begin performance until such time. If Subgrantee begins performing prior thereto, the State of Colorado is not obligated to pay Subgrantee for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

| By: | Maggie Van Cleef, DNR Purchasing Director |
| Date: | ______________________|
AGENDA TITLE: EVRPD PERSONNEL MANUAL CHANGES (DISCUSSION/APPROVAL)
SUBMITTED BY: SUZANNE LANDKAMER

BACKGROUND INFORMATION:
HR has submitted an updated EVRPD Personnel Manual for EVRPD Board approval. Coinciding with this manual are supporting individual policies: EVRPD Drug and Alcohol Policy, EVRPD Performance Evaluations and Changes in Pay, and the EVRPD Extended Leave Bank Policy.

ATTACHMENTS:
___ Resolution
___ Report
___ Contract
___ Letter
___ Minutes
___ Map
__X_ Other:

STAFF RECOMMENDATION:

BOARD ACTION NEEDED:
A motion to (approve, deny, modify) the EVRPD Personnel Manual and supporting policies: EVRPD Drug and Alcohol Policy, EVRPD Performance Evaluations and Changes in Pay, EVRPD Extended Leave Bank Policy, at the May 17, 2016 Regular Board Meeting, as presented.

Ken Czarnowski          Yes  No          Dave Kiser          Yes  No
Ron Duell               Yes  No          Marie Richardson    Yes  No
Stan Gengler            Yes  No
EVRPD DRUG AND ALCOHOL POLICY

I. Purpose

The Estes Valley Recreation and Park District is committed to a safe, healthy, and productive work environment for all employees free from the effects of substance abuse. Abuse of alcohol, drugs, or controlled substances impairs employee judgment, resulting in increased safety risks, injuries, and faulty decision-making.

II. Scope

This policy applies to all employees. All employees have been issued upon initiation of this policy or upon hire, whichever is later, a copy of the company policy that describes what substances will be tested for and under what conditions employees will be tested.

III. Statement of Policy

To ensure a safe and productive work environment the company prohibits the use, sale, dispensation, manufacture, distribution or possession of illegal drugs (under state or federal law), not-lawfully-prescribed controlled substances, or drug paraphernalia on any Company premises or worksites. This prohibition includes Company-owned vehicles, or personal vehicles being used for company business or parked on company property. Additionally, the Company may take disciplinary action, including discharge, for the illegal off-duty use, sale, dispensation, manufacture, distribution or possession of drugs and controlled substances and the illegal use or distribution of alcohol.

No employee shall report to work or be at work on-duty, with alcohol or with any detectable amount of prohibited drugs in the employee’s system. A detectable amount refers to the standards generally used in workplace drug and alcohol testing.

When an employee must take prescription or over-the-counter drugs, the employee must ask the medical professional or pharmacist if the drug has any side effects which may impair the employee’s ability to safely or productively perform the employee’s job duties. If there is potential impairment of the

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Estes Valley Recreation and Park District
employee’s ability to work safely or productively, the employee must report this information to the supervisor. With input from the employee, the Company will determine if the employee should work in his regular job, be temporarily assigned to another job or placed off-work.

Any violation of this policy will result in disciplinary action up to and including termination.

A. Exceptions to the Prohibitions on Alcoholic Beverage Possession and Distribution

1) EVRPD employees may possess and consume moderate amounts of alcoholic beverages at work-related events they attend as part of their official duties (i.e. a subordinate employee’s retirement celebration or a professional conference paid for by the EVRPD) provided that the possession or consumption does not occur before presenting as part of the event, or during the employee’s normal work shift. All employees must represent the Town and their respective Departments in a professional manner at all times.

IV. Employee and Applicant Drug and Alcohol Testing

To promote a safe and productive workplace, the Company may conduct Pre-employment drug and alcohol testing for prospective employees.

To promote a safe and productive workplace, the Company will conduct the following types of drug and alcohol testing for all employees:

A. Reasonable Suspicion
B. Post-accident
C. Return-to-Duty/Follow-up

V. Categories of Employee Substance Testing

A. Reasonable Suspicion Testing

An employee will be asked to submit to drug and alcohol testing when the employer reasonably suspects the employee is impaired or has used illegal drugs.

1. Reasonable suspicion testing may result from one of the following examples, but is not limited to the following:

   a. Specific, personal and articulable observations concerning the appearance, behavior, speech or performance of the employee; or

   b. Violation of a safety rule, or other unsafe work incident which, after

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further investigation of the employee’s behavior, leads management to believe that the employee’s functioning is impaired; or

c. Other physical, circumstantial, or contemporaneous indicators of impairment.

2. When a manager has reasonable suspicion to request testing, the manager will arrange to transport the employee to the collection site, and will arrange for the employee’s transport home.

3. The Company will place the employee on a paid/non-paid leave pending the receipt of drug testing. If the tests come back positive, the employee will be on unpaid leave; if the tests come back negative, the employee will receive paid leave for their time.

B. Post-Accident Testing

1. An employee must submit to a drug and alcohol testing after an on the job accident. An accident for purposes of this policy is defined as an incident or occurrence in which:

   a. A person dies or requires medical treatment;

   b. Property damage is estimated at greater than $250;

   c. The accident involves use of a Company vehicle; or

   d. The accident involves an employee in a personal vehicle accident while on the job.

2. An employee who is involved in an accident must immediately report the accident to his or her supervisor.

3. Whenever a manager observes or is notified of an accident as defined in Paragraph 1 above, the manager will initiate drug and alcohol testing. The manager will order the employee to submit to a urine and/or breath test. The manager will arrange to transport the employee to the collection site and will arrange for the employee’s transport home.

4. The Company will place the employee on a paid/non-paid leave pending the receipt of drug testing.

C. Return to Duty/Follow-up Testing

If the Company elects to allow an employee to return to work following a positive
test result, the employee must first pass a drug and alcohol test and subsequently submit to a program of unannounced random testing for a period of not more that twelve (12) months from the date of return to duty.

VI. The kinds of substances tested for will include the following substances or their metabolites:

A. Marijuana  
B. Cocaine  
C. Opiates  
D. Phencyclidine (PCP)  
E. Amphetamines  
F. Ecstasy  
G. Alcohol

VII. Inspection and Searches

The Company may conduct unannounced inspection for violations of this policy in the workplace, worksites, or company premises. Employees are expected to cooperate in any inspection.

VIII. Voluntary Treatment

The Company supports sound treatment efforts. Whenever practical, the Company will assist employees in overcoming drug and alcohol problems as long as this policy has not already been violated.

If an employee seeks treatment for drug or alcohol use, the employee may be eligible to go into a drug and/or alcohol treatment program either through the Company’s medical insurance program or at his or her own expense.

If the employee elects to enter an appropriate treatment program, the Company may place the employee on unpaid status, but will be required to use any accrued vacation time and sick leave while participating in the evaluation and treatment program, so long as the employee is complying with the conditions of treatment. The Company may require verification from the health care provider for a release to work and/or verification of treatment as covered in the company’s medical leave policies. More information regarding availability of treatment resources and possible insurance coverage for treatment services is available from the Human Resources Department.

IX. Safeguards/Confidentiality

The drug screen analysis is accomplished through urinalysis testing. Alcohol testing may be through breath testing or blood testing. Samples will be collected in a sanitary environment designed to maximize employee’s privacy while...
minimizing the possibility of sample tampering. If there is a positive drug and/or alcohol result on the initial screening test, the laboratory or blood alcohol technician will automatically do a second test to confirm the results. The second drug test will be performed using gas chromatography/mass spectrometry or other scientifically accepted method. A positive breath alcohol test will be confirmed by a second breath test. In the event the drug and alcohol test result is dilute, the applicant or employee will be required to re-test if the test result is a negative dilute.

All drug tests are performed by a government-certified outside laboratory. All government-certified outside laboratories strictly follow chain of custody guidelines to ensure the integrity of the testing process. The Company shall use a Medical Review Officer (MRO) at the laboratory, who will receive the laboratory results of the testing procedure. The MRO shall be a licensed physician and have knowledge of substance abuse disorders and the appropriate medical training to evaluate positive results, medical histories, and any other relevant biomedical information. The MRO shall review all medical records made available by the tested individual when a confirmed positive test could have resulted from legally prescribed medication.

If the results of the initial test are negative, the testing laboratory will report the results to the MRO retained by the company. The MRO or the testing laboratory reports the negative results to the company. In this instance, no additional tests on the specimen will be done.

If the results of the initial test are positive, that is, if the results exceed the permitted levels for any of the six drugs tested or for alcohol, a second confirmatory test shall be performed. Only specimens that are confirmed positive on the second (confirmatory) test are reported positive to the MRO for review and analysis. The MRO will contact the employee personally, in the case of a positive test result. The MRO has the responsibility of reporting to the Company’s Human Resources Manager whether the test results are positive or negative.

An applicant or employee who does not pass a drug test may request that the original sample be analyzed again at the individual’s expense by a government certified laboratory. All requests for an independent analysis must be made in writing within 72 hours of notification of a confirmed positive test result.

Each applicant or employee will have an opportunity to discuss the drug and/or alcohol test with an MRO in a confidential setting. Each applicant or employee upon his or her written request may be provided with a written copy of the positive test result. Upon written request within seven days of taking the test, an employee may access records relating to his drug and/or alcohol test.

X. Disciplinary Action

Revised May, 2016                                      Estes Valley Recreation and Park District
A. Testing Positive

Employees who test positive for drugs or alcohol, including marijuana, are in violation of this policy.

B. Refusal to comply

Employees who refuse required testing are in violation of this policy.

C. Interference with testing

Employees who adulterate, tamper with or otherwise interfere with accurate testing are in violation of this policy.

D. Use or Possession of Alcohol or Drugs

Employees who have been observed using or possessing illegal drugs or alcohol, including marijuana, during work time, including lunch breaks, are in violation of this policy.

XI. At Will Employment

Nothing in this policy is to be construed to prohibit the Company from maintaining a safe and secure work environment or to limit its right to impose disciplinary actions as it may deem appropriate for reasons of misconduct or poor performance, regardless of whether the misconduct or poor performance arises out of the use of alcohol or drugs. Such disciplinary actions may include termination of employment. Employment is at-will and subject to termination by the Company or the employee at any time, with or without notice and with or without cause.

ACKNOWLEDGMENT

I have received a copy of the Company’s Drug and Alcohol Policy and understand that in order to continue my employment with this employer I must abide by the terms of the policy. I agree to notify the employer of any drug violation occurring in the workplace.

I understand that this policy in no way modifies my status as an at-will employee and in no way implies, infers, or guarantees my continued employment for any definite term and that I may be dismissed at the discretion of the employer for other reasons than failing to follow the terms of the policy.

____________________________________________________
Employee                            Date

Revised May, 2016                      Estes Valley Recreation and Park District
Performance Evaluations and Changes in Pay

1. PURPOSE
To provide for the evaluation of the performance of Estes Valley Recreation and Park District employees, including any associated changes in pay.

2. POLICY
The Estes Valley Recreation and Park District utilizes performance evaluations to provide an opportunity for timely and specific feedback to employees on their work performance, as well as to document this performance. It is the responsibility of each employee and supervisor, regardless of the employee’s length of service, to schedule a performance evaluation at the end of an introductory period. After the introductory period, performance evaluations will occur twice a year for full-time year round staff; once on the employee’s anniversary date and once six months after the employees’ anniversary date. Supervisors may conduct more frequent evaluations at their discretion. Performance evaluations are not required for seasonal, temporary or contractual employees.

3. PROCEDURE
   a. Performance Evaluations
      Performance evaluations allow for a supervisor and an employee to have an honest discussion about performance expectations and actual performance.
      
      i. Anniversary Date Definition
         An employee’s anniversary date is that employee’s date of hire. If an employee changes jobs at the EVRPD, that employee receives a new anniversary date.

      ii. Evaluation Frequency
         Supervisors will meet with each employee twice per year to discuss performance and complete a performance evaluation. Performance evaluations should occur on the employee’s anniversary date and six months after the employee’s anniversary date. Performance management is an on-going process. Managers and employees shall discuss progress towards performance goals and personal development throughout the year.
iii. Evaluation Format
Performance evaluations shall be in writing, in a format prescribed by the Executive Director, and shall be made part of an employee’s personnel file. Any documents or notes from meetings regarding performance should be sent to Human Resources for filing in the employee’s personnel file.

iv. Evaluation Content
Performance evaluations should generally include the following:

1) Opportunity for the supervisor and the employee to discuss performance expectations, goals, and work plans for the coming months;

2) Feedback from the supervisor regarding the quality of the employee’s work, the ability of the employee to meet goals and objectives, an assessment of the employee’s working relationships, and suggestions for improvements;

3) Opportunity for the employee to identify concerns;

4) Acknowledgement of acceptable or exceptional performance and achievement of goals or identification of performance or behavior problems, guidance or direction regarding actions the employee should take to improve, and possible consequences to the employee if his or her performance does not improve satisfactorily.

b. Merit Increases
i. Definition
Merit increases are increases in base pay that move an employee through a pay range.

ii. Authorization
The Board of Directors may authorize a merit pool for distribution by the Executive Director and Department Managers.

iii. Allocation
If a merit increase is authorized by the Board of Directors, Department Managers will receive a pool of money proportionate to the size of their departments (i.e. all departments will receive enough to give every employee a 5% raise). Department Managers will allocate the merit pool and may authorize individual raises in excess of the pool average provided they do not exceed the pool average (i.e. if one employee receives a raise over the pool average, such raise must be offset by corresponding raises below the pool average). Any raises in excess of the pool average must be approved by Human Resources and the Executive Director.

iv. Allocation Example
The Board of Directors authorizes a 5% merit pool. Department Manager A receives enough funding to give each employee in his or her department a 5%
raise. Department Manager A wishes to give Employee B a 7% raise due to superb performance. In order to do this, Department Manager A must structure the other raises in the department such that the total merit pool is not exceeded.

c. Promotions
  i. Definition
  Promotions are generally accompanied by a rise in decision-making authority. A promotion is an advancement of an employee from one job position to another job position that has an increase in salary, a job title change, supervision of other employees, and/or more responsibilities.

  ii. Conditions
  A promotion can occur under the following conditions:
  1) An employee applies, and is selected for, a vacant position in a higher pay grade. Employees may apply for promotional positions by submitting the appropriate application form to Human Resources by the deadline established in the job announcement. If an employee accepts a promotion to another department or division, the employee should give two weeks written notice of the promotion to his or her current supervisor.

  2) If the employee is part of a step advancement system. This is a defined system where an employee moves through steps (i.e. Maintenance Worker I to Maintenance Worker II) by completing pre-determined tasks (i.e. trainings and certifications). Moving through a step advancement system does not change an employee’s anniversary date.

  iii. Change in Pay with Promotion
  The District offers a pay increase for promotions in most instances. At the discretion of the Department Manager, the employee may be offered a pay increase of 5% (not to exceed the top of the pay scale in the new position). Pay increase offers less than, or greater than, these amounts are subject to the approval of the Executive Director and review of Human Resources.

Approved:

_______________________________
Tom Carosello, EVRPD Executive Director

_______________________________
Date
EVRPD DONATION OF VACATION OR SICK TIME TO AN EXTENDED LEAVE BANK

POLICY STATEMENT

Employees may donate accumulated vacation or sick leave hours at any time to the extended leave bank for distribution to aid another employee who is unable to work due to personal illness or crisis. In addition, employees that have reached their max sick leave accrual (480 hours) will automatically have their additional sick leave hours transferred into the Extended Leave Bank.

Purpose

This program provides a means for employees to share vacation or sick leave benefits with other employees.

Procedure

For making a donation: A signed statement indicating the number of earned vacation or sick leave hours the employee wishes to donate to the bank is to be submitted to the Human Resources Department with your supervisor's authorization. Donation forms are available from HR. The donations must be in full hour increments. The signed donation form will be forwarded to the Human Resources Department for record keeping purposes.

Employees may not solicit or distribute lists for vacation or sick leave donation.

Employees that have not reached their max accrual sick leave (480 hours) wishing to donate hours to the extended leave bank must do so on a strictly volunteer basis.

For receiving a donation: To receive a donation from the extended leave bank, the recipient must have exhausted all of his or her own vacation, sick, and any other paid time off, which prohibits the employee from working a regular schedule for at least four (4) weeks. The recipient must submit a signed request, on forms available from HR, for a specified number of hours. The employee's supervisor, in cooperation with the Human Resources Department, will evaluate the eligibility of the recipient for donated time off based on company leave criteria. Based on the request, donated time off will be provided to the recipient on a week-to-week basis to a maximum of (x) weeks (policy consideration).
DONATION OF PAID TIME OFF AUTHORIZATION

NAME: EMPLOYEE #:

I HEREBY VOLUNTARILY AUTHORIZE _____ HOURS OF VACATION/SICKTIME TO BE DONATED TO THE EXTENDED LEAVE BANK.

I UNDERSTAND THAT THIS DONATION IS VOLUNTARY AND CANNOT BE REVOKED.

I FURTHER UNDERSTAND THAT I AM RESPONSIBLE FOR OBTAINING MY SUPERVISOR'S AUTHORIZATION AND THEN FORWARDING THIS FORM TO HUMAN RESOURCES FOR PROCESSING.

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SUBMIT COMPLETED FORM TO THE HUMAN RESOURCES DEPARTMENT
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1.00 INTRODUCTION

1.10 DISCLAIMER

THE GUIDELINES AND LANGUAGE CONTAINED IN THIS HANDBOOK AND ANY VERBAL STATEMENTS BY MANAGEMENT DO NOT REPRESENT A CONTRACT EITHER EXPRESSED OR IMPLIED, NOR IS THERE A GUARANTEE OF EMPLOYMENT FOR ANY SPECIFIC DURATION. THE DISTRICT RESERVES THE RIGHT TO CHANGE OR RESCIND THESE POLICIES AT ANY TIME, AS WELL AS THE RIGHT TO DETERMINE THEIR MEANING, PURPOSE, AND EFFECT.

1.20 PURPOSE AND SCOPE OF GUIDELINES

These guidelines are intended to inform employees of the District’s position on basic employment-related subjects. They are not all inclusive, but address those general topics most likely to be of interest to employees in the course of ordinary, day-to-day operations of the District. The guidelines are to be used as a reference source by employees and supervisors. The District expects that they ordinarily will be followed.

These guidelines apply to all employees of the District, except where otherwise stated. This handbook supersedes all previous editions, except for the “at will” nature of employment. EVRPD reserves the right to suspend, terminate, interpret or change any or all of the guidelines mentioned, along with any other procedures, practices, benefits or other programs of the Estes Valley Parks and Recreation District, as reflected in section 1.40 below. These changes may occur at any time, without notice.

1.30 EMPLOYMENT AT WILL

Employment with the District is “at will”. Any employee may be terminated with or without cause, a statement of reasons, or a hearing, just as any employee may resign at any time, for any reason. Nothing in this handbook is intended to modify the District’s “at will” employment policy.

1.40 AUTHORITY OF BOARD OF DIRECTORS

The District Board of Directors reserves the right to adopt, amend, or rescind any policy, procedure, or benefit. Any modification to these policies and procedures may be made only pursuant to formal action of the Board of Directors, reflected in the official records of the Board. No employee or agent of the Board is authorized to modify these policies by agreement, practice, or otherwise.

Ultimate responsibility for operation of the District is vested in the Board of Directors. The Board retains the right to operate the District consistent with its legal authority, including, but not limited to, the right to direct the work of employees; hire, promote, demote, classify, evaluate, and retain
employees in positions with the District; demote, suspend, discharge, or otherwise discipline employees; transfer, assign and schedule employees; lay off employees; determine and implement the methods, equipment, facilities, personnel, and other means by which District operations are to be conducted; take steps it deems necessary to maintain the efficiency and safety of operations; determine the budget of the District; determine the level of any activity or service provided by the District; and determine planning or staffing levels.

In personnel matters, The Board of Directors may exercise its authority through the Executive Director. The Board of Directors delegates personnel management to the Executive Director.

1.50 EQUAL EMPLOYMENT OPPORTUNITY AND HARASSMENT POLICY

The District is dedicated to the principles of equal employment opportunity. We prohibit unlawful discrimination against applicants or employees on the basis of age 40 and over, race, sex, color, religion, national origin, disability, military status, genetic information, or any other status protected by applicable state or local law.

ADA and Religious Accommodation
The District will make reasonable accommodation for qualified individuals with known disabilities unless doing so would result in an undue hardship to the District or cause a direct threat to health or safety. The District will make reasonable accommodation for employees whose work requirements interfere with a religious belief, unless doing so poses undue hardship on the District. Employees needing such accommodation are instructed to contact their supervisor or the Human Resources Specialist immediately.

EEO Harassment
The District strives to maintain a work environment free of unlawful harassment. In doing so, the District prohibits unlawful harassment because of age 40 and over, race, sex, color, religion, national origin, disability, military status, genetic information, or any other status protected by applicable state or local law.

Unlawful harassment includes verbal or physical conduct that has the purpose or effect of substantially interfering with an individual’s work performance or creating an intimidating, hostile, or offensive work environment. Actions based on an individual’s age 40 and over, race, sex, color, religion, national origin, disability, military status, genetic information, or any other applicable status protected by state or local law will not be tolerated. Prohibited behavior may include but is not limited to the following:

- Written form such as cartoons, e-mails, posters, drawings, or photographs.
- Verbal conduct such as epithets, derogatory comments, slurs, or jokes.
- Physical conduct such as assault, or blocking an individual’s movements.

This policy applies to all employees including managers, supervisors, co-workers, and non-
Sexual Harassment
Because sexual harassment raises issues that are to some extent unique in comparison to other types of harassment, the District believes it warrants separate emphasis. The District strongly opposes sexual harassment and inappropriate sexual conduct. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- Submission to such conduct is made explicitly or implicitly a term or condition of employment.
- Submission to or rejection of such conduct is used as the basis for decisions affecting an individual’s employment.
- Such conduct has the purpose or effect of substantially interfering with an individual’s work performance or creating an intimidating, hostile, or offensive work environment.

All employees are expected to conduct themselves in a professional and businesslike manner at all times. Conduct which may violate this policy includes, but is not limited to, sexually implicit or explicit communications whether in:

- Written form, such as cartoons, posters, calendars, notes, letters, e-mails.
- Verbal form, such as comments, jokes, foul or obscene language of a sexual nature, gossiping or questions about another’s sex life, or repeated unwanted requests for dates.
- Physical gestures and other nonverbal behavior, such as unwelcome touching, grabbing, fondling, kissing, massaging, and brushing up against another’s body.

Complaint Procedure
If you believe there has been a violation of the EEO policy or harassment based on a protected class, including sexual harassment, please use the following complaint procedure. The District expects employees to make a timely complaint to enable the District to investigate and correct any behavior that may be in violation of this policy.

Report the incident to your supervisor or the Human Resources Manager, who will investigate the matter and take corrective action. Your complaint will be kept as confidential as practicable. If you prefer not to go to either of these individuals with your complaint, you should report the incident to the CEO.

The District prohibits retaliation against an employee for filing a complaint under this policy or for assisting in a complaint investigation. If you perceive retaliation for making a complaint or your participation in the investigation, please follow the complaint procedure outlined above.
The situation will be investigated.

If the District determines that an employee’s behavior is in violation of this policy, disciplinary action will be taken, up to and including termination of employment.

2.00 DEFINITIONS

2.10 EMPLOYEES

2.11 Full Time Exempt and Full Time Non-Exempt, Year-Round Employee

“Full Time Exempt and Full Time Non-Exempt” refers to the employee who has been appointed to a full-time, year-round position that includes an employee benefits package and employee discounts. Employees are classified as exempt or nonexempt. The terminology is complex and is centered on job responsibilities actually performed by the employee. Exempt or nonexempt status is determined by the actual job, not the job title. Exempt employees are not paid for overtime worked. Nonexempt employees are compensated at one and one-half times their regular rate for hours worked in excess of 40 during a workweek or as required by state law. To keep track of time worked, nonexempt employees complete time cards.

2.12 Part-Time, Year-Round Employee

“Part-Time, Year-Round Employee” refers to an employee who is hired on an hourly, year-round basis, but not specifically as a full time employee. Part-time refers to employment on an “as needed” basis with no contract of a specific number of hours. A part-time, year-round employee is scheduled to work less than a 40-hour workweek. Part-time employees are currently ineligible, except as required by law, for Company benefits.

2.13 Part-Time, Seasonal Employee

“Part-Time, Seasonal Employee” refers to an employee who is hired on an hourly seasonal basis only. Part-time refers to employment on an “as needed” basis with no contract of a specific number of hours. A part-time, seasonal employee is scheduled to work up to a 40-hour workweek. Part-time seasonal employees are currently ineligible, except as required by law, for Company benefits.
3.00 WORKING CONDITIONS

3.10 WORK WEEK

Each employee’s workweek consists of a seven-day period beginning at 12:01 A.M. on
Friday and ending at 12:00 midnight on the following Thursday unless otherwise specified
in writing by an authorized representative of the District.

3.11 Regular Workweek

The regular workweek shall be forty (40) hours for all non-exempt employees, ordinarily
to be worked in five (5) consecutive eight-hour shifts, unless otherwise specified.

3.12 On-Call Time

Employees may be assigned on-call duty requiring that they be available for call-in during
a specified time period outside their normal working hours. Employees are not paid for
on-call time, except as may be required by law.

3.13 Training Time

District employees ordinarily are compensated for time spent in District training activities
when such training is authorized by a supervisor or as otherwise required by law. Training
expenses may be reimbursed by the District with prior approval from a supervisor.

3.20 OVERTIME

The District may require employees to work overtime.

Employees who are not exempt from the Fair Labor Standards Act shall receive overtime
compensation (overtime pay) for hours actually worked in excess of forty (40) hours during
the workweek. Overtime shall not be worked unless pre-approved in advance by the
employee’s supervisor/manager. Working overtime without supervisory approval will not
be tolerated. Youth under the age of 18 may not work more than eight (8) hours per day
or more than forty (40) hours per week during the summer (with additional restrictions
during the school year) in accordance with Federal and State Child Labor Laws.

3.21 Overtime Compensation

Non-exempt employees who actually work more than forty (40) hours in a work week shall
be paid one and one-half (1½) times their regular rate of pay as determined from the District
pay schedule for work actually performed in addition to their regularly assigned work
schedule.
Paid time off for holidays, vacation, and sick leave do not count as hours worked for purposes of calculating overtime.

3.22 Exempt Employees

Salaried exempt employees are not eligible for overtime compensation of any kind. Such employees shall not receive overtime compensation in the form of overtime pay. Such employees may receive bonus compensation in the form of additional pay or flex time in emergency situations requiring extraordinary work if authorized by the Board.

Exempt employees must be paid on a salary basis. This means exempt employees will regularly receive a predetermined amount of compensation each pay period on a weekly basis. The Company is committed to complying with salary basis requirements which allows properly authorized deductions.

If you believe an improper deduction has been made to your salary, you should immediately report this information to Human Resources. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will promptly be reimbursed.

3.30 HOURS OF WORK

Normal business hours for the District shall be from 8:00 o’clock A.M. until 5:00 o’clock P.M., Monday through Friday. Employees shall report to work no later than 8:00 o’clock A.M. and shall normally work until 5:00 o’clock P.M., with one unpaid hour for lunch for non-exempt employees, except that those employees assigned to shifts outside the normal business hours of the District shall work those hours designated for their shifts.

3.31 Break Times

Meal breaks are provided to employees who are scheduled to work 5 or more consecutive hours in one work day. In addition to scheduled one-hour or half-hour lunch breaks, employees may be entitled to two (2) paid ten-minute breaks each workday. All breaks, including lunch breaks, shall be scheduled by each employee’s supervisor, provided that, where possible, lunch breaks shall be scheduled between 11:00 A.M. and 1:00 P.M. If an employee is offered and opts to not take a 10-minute break, the time cannot be applied to extend lunch breaks, create a paid lunch break, or shorten the overall shift for the day. Once assigned, lunch periods and break time shall remain constant unless changed by an employee’s supervisor. Supervisors may require minor variations in lunch periods from day-to-day on the basis of individual work requirements.

3.40 ATTENDANCE

Regular attendance by all employees is important to the successful operation of the District.
Employees are expected to maintain a good attendance record and to report promptly for work in accordance with shift schedules. Because absenteeism and tardiness place a burden on other employees, the EVRPD considers regular, predictable and on-time attendance to be an essential function of every position. The ability to be physically present in the office or at meetings also is an essential function of every position. The district does not normally allow work from home or off site, however, on occasion if an employee would like to request working off-site, pre-approval from their supervisor is required.

3.41 Notice of Absence

Employees who must be absent from work ordinarily are expected to notify their immediate supervisor at a reasonable time, normally not less than one-half (½) hour before their scheduled starting time. The reason for and probable duration of the absence shall be provided by the employee. An employee’s failure to provide such notice will not be tolerated. Problems with attendance, including the failure to report absences in a timely manner, may result in a negative performance appraisal and/or disciplinary action.

3.42 Tardiness

Persistent tardiness for non-exempt employees shall be charged as leave without pay (or employees will be required to use paid time off) and will not be tolerated.

3.50 PAY POLICIES AND PROCEDURES

The Accountant and Division Managers are responsible for administering payroll and benefits, including receiving and resolving employee questions and problems concerning compensation.

3.51 Pay Schedule

Employees are paid according to a pay schedule adopted by the Board of Directors. Employees shall be placed on the pay schedule according to their job classification. Any employee temporarily assigned outside of his/her regular classification shall be paid at the rate for the temporary classification after two (2) weeks, until such time as he/she returns to his/her former classification.

3.52 Pay Periods and Pay Days

Employees are paid biweekly, no earlier than 9:00 A.M., on every other Friday. When payday falls on a holiday, checks will be available on the first workday preceding the holiday. The preferred payroll will be an electronic transfer to checking or savings accounts as directed by the employee, although an employee may receive a paper payroll check.
An employee may authorize, in writing, the release of his/her paycheck to an authorized representative. The District does not assume responsibility for any paycheck after it is released to an authorized representative. An employee who must be absent from work for a prolonged period may request, in writing, that his/her check be mailed to a designated address.

3.53 Deductions

Federal and State income taxes, Social Security and Medicare contributions, are automatically deducted from employee paychecks, as is required by law. In addition, the following payroll deductions may also be made: deferred compensation for full-time year round employees, legal garnishment of wages, employee health insurance contributions, if applicable.

3.54 Garnishment

A garnishment is a legal deduction of a specified sum from an employee’s wages in order to satisfy a creditor. If the District is required to garnish an employee’s wages, the garnishment will be made in accordance with the law.

3.60 SAFETY

It is the responsibility of each employee to learn and observe all applicable safety practices, policies, directives, or procedures. Safety-related questions should be directed to each employee’s immediate supervisor. Violation of safety practices, policies, directives, or procedures will not be tolerated.

3.61 Reporting Accidents/Workers’ Compensation

Any employment-related accident involving any injury or property damage whatsoever, no matter how minor, must be reported to the immediate supervisor of each employee involved in or witnessing the accident. Such report shall be made as soon as possible and no later than one (1) working day after the accident; provided, however, that if the accident results in any injury to the employee, a written report must be filed within four (4) working days or workers’ compensation benefits may be delayed. Failure to report promptly any accident involving injury or property damage will not be tolerated.

The District has a designated provider for treating workers’ compensation injuries. Please consult your supervisor or the Administration Office to determine the provider. Failure to utilize the designated provider may result in loss of benefits for treatment.

Employees are covered for employment-related injury or illness by the Colorado Workers’ Compensation Act. Under the Act, an employee may receive benefits for missing work as a result of an employment-related injury or illness. Delay in reporting a work-related injury or illness may result in a loss of benefits under the Act.

3.62 Maintenance/Housekeeping
Each employee is responsible for the condition of equipment used on the job. Equipment which is damaged, worn, or in need of maintenance should be reported to appropriate personnel. Employees should direct any concerns regarding the use of equipment to their immediate supervisor. At the discretion of the Executive Director, an employee may be required to pay, through payroll reduction or otherwise, for the cost of any damage or lost equipment, property, or tools of the District which was caused by reckless or intentional actions of the employee.

Cleanliness and orderliness are important to the operation of the District. Employees are responsible for keeping their work areas clean and orderly. The District reserves the right to restrict the placement of pictures or posters on walls on District premises.

### 4.00 COMPENSATION

#### 4.10 HOLIDAY PAY

Full time year-round employees who work holidays due to business emergencies shall be compensated at their regular rate and may accrue the holiday for use at a later date. Part time year-round employees that must work on a holiday, will be paid one and one-half (1 ½) times their regular rate of pay.

All accrued time for hours worked on holidays by any employee must be used by the last working day of each calendar year.

#### 4.20 Holidays

The District provides the following paid holidays:

- New Year’s Day (January 1)
- Martin Luther King Jr. Day (third Monday in January)
- Presidents’ Day (third Monday in February)
- Memorial Day OR Floating Holiday (last Monday in May)
- Independence Day OR Floating Holiday (July 4)
- Labor Day OR Floating Holiday (first Monday in September)
- Veterans’ Day (November 11)
- Thanksgiving Day (fourth Thursday in November)
- Thanksgiving Friday (Friday after Thanksgiving)
- Christmas Eve (December 24)
- Christmas Day (December 25)

When a holiday falls on a Sunday, the following Monday shall be observed. When a holiday falls on a Saturday, the preceding Friday shall be observed. Employees who are
normally scheduled to work on Saturdays or Sundays will observe the actual day of the holiday.

The following holidays occur during high summer tourism times; Memorial Day, Independence Day, and Labor Day. Due to the EVRPD business needs and the inability for some employees to observe these specific summer holidays, a full-time year-round employee may choose to use these 3 Holidays as Floating Holidays to use at another time of their choosing, with supervisory approval.

All accrued holidays must be used in the same calendar year or they will be lost. If an employee is sick on a holiday, sick leave cannot be paid and the holiday accumulated.

4.30 INSURANCE BENEFITS

All full-time year-round employees are eligible to receive group insurance benefits as may be established by the District Board of Directors. The terms and conditions of all group insurance plans offered by the District are subject to change from time to time at the discretion of the Board of Directors. District insurance plans may require employee contributions as a condition of participation. Required contributions must be made through payroll deductions. Specific information concerning the District’s insurance benefits and plans are available from the Administration Office.

4.31 Health and Dental Insurance

The District currently offers health and dental insurance for eligible full time year-round employees and their dependents.

4.32 Life Insurance

The District currently provides group life insurance for all eligible full-time year round employees up to a maximum amount determined by the Board of Directors and available from the Administration Office.

4.33 Long-Term Disability Insurance

The District currently provides long-term disability insurance coverage for eligible full-time year round employees.

4.40 RETIREMENT BENEFITS

Retirement benefits and contributions by employees and the District are provided pursuant to state law. Upon completing the introductory period of 6 months, full-time year round employees are entitled to participate in a deferred compensation program designated by the
District. The District will match up to four percent (4%), or a rate defined by the Board of Directors, of employee contributions to the program. Contact HR for additional information.

4.50 PERKS

EVRPD employees enjoy certain facility benefits and perks throughout the different departments of the district. For specific information on these EVRPD employee facility perks, please contact the HR department.

5.00 LEAVE TIME/VACATION

Unless otherwise specified, all full-time year-round employees are provided the following full leave time and vacation time. Only one form of leave can be used for a specified time period unless otherwise stated.

Part time year-round employees working over 30 hours per week, are provided full vacation and sick leave accruals only. The amount of vacation and sick leave hours earned per pay period is pro-rated for eligible part-time year-round employees working over 20 hours and up to 30 hours per week.

Part-time year-round employees working less than 20 hours per week, and seasonal employees do not accrue any leave time or vacation.

5.10 VACATION

Full-time year round employees accrue vacation as follows:

<table>
<thead>
<tr>
<th>Vacation Earning Schedule, Non-Exempt</th>
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<tr>
<td><strong>Years Completed</strong></td>
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<td>0-5</td>
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<td>10-15</td>
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<tr>
<td>15 years or more</td>
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</table>

<table>
<thead>
<tr>
<th>Vacation Earning Schedule, Exempt</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Years Completed</strong></td>
</tr>
<tr>
<td>----------------------</td>
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<tr>
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<tr>
<td>5-10</td>
</tr>
<tr>
<td>10-15</td>
</tr>
<tr>
<td>15 years or more</td>
</tr>
</tbody>
</table>
Vacation days should be planned and scheduled in advance whenever possible. To schedule planned vacation time-off you should request, in writing, advance approval from your supervisor. Requests are reviewed based on a number of factors, including business needs and staffing requirements. Vacation shall not be used in advance of its accrual.

Vacation time-off may be accumulated up to the maximum number of days as per vacation chart. Once you reach the maximum, you will cease to accrue further vacation time until your accumulated vacation hours drop below the maximum. Accrued but unused vacation shall be paid out at the employee’s current rate of pay upon separation of employment.

5.20 Sick Leave

All full-time year round employees, and eligible part time year-round employees, accrue sick leave. Sick leave shall accrue monthly at the rate of one day (8 hours) per month.

Sick leave may be used only for illness, injury, or medical treatment for yourself, your spouse, your child, or another immediate family member residing with you.

Employees who know in advance that they will be using sick leave are expected to notify their supervisors promptly of the time and anticipated duration of their absence.

Sick leave may be used for fractions of workdays. If illness or injury impairs an employee’s job performance, the District may require that the employee use sick leave for the remainder of his/her work day or shift.

The District reserves the right to require at any time that an employee using sick leave or returning from sick leave provide a written statement of a physician as to the nature of the employee or family member’s illness or injury or as to the employee’s fitness to return to work.

Sick leave may be accumulated from year to year. A maximum accumulation of sixty (60) days (480 hours) will be permitted each eligible employee. After an employee has accumulated thirty (30) days (240 hours) of sick leave, he/she may convert one day (8 hours) per year into a personal day to be used at employee’s discretion for any reason whatsoever, with supervisory approval. All sick hours accrued over the maximum accumulation of 480 hours, will be automatically transferred to the EVRPD Extended Leave Bank. The Extended Leave Bank is available to employees requiring an extended medical leave, after they have depleted their own sick accrual hours. Pre-approval by the employee’s supervisor is needed to apply for the Extended Leave Bank hours. Any employee may donate sick hours to the Extended Leave Bank at anytime. For more information, please contact the HR department.

Upon termination of employment, employee is not entitled to any payment for accumulated sick days.
5.30 LEAVES OF ABSENCE

The District provides paid or unpaid leave for use by full-time year round employees under specific circumstances. Available leave and the circumstances under which it may be used are described below. The use of paid leave ordinarily must be approved in advance by each employee’s supervisor. Unless advance approval is obtained, if possible, an employee may be charged for unpaid leave even if he or she is absent for a reason for which leave could otherwise be used. In addition, absence from work without advance approval may subject an employee to discipline, up to and including discharge.

5.31 Family and Medical Leave

The District provides up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- Incapacity due to pregnancy, prenatal medical care, or child birth.
- To care for the employee’s child after birth, or placement for adoption or foster care.
- To care for the employee’s spouse, son or daughter, or parent, who has a serious health condition.
- Serious health condition that makes the employee unable to perform the employee’s job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or called to active duty status in the Armed Forces, National Guard, or Reserves may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

*The FMLA definitions of “serious injury or illness” for current servicemembers and veterans are distinct from the FMLA definition of “serious health condition.”
Benefits and Protections

During FMLA leave, the Company maintains the employee’s health coverage under any group health plan on the same terms as if the employee had continued to work. Employees must continue to pay their portion of any insurance premium while on leave. If the employee is able but does not return to work after the expiration of the leave, the employee will be required to reimburse the Company for payment of insurance premiums during leave.

Upon return from FMLA leave, most employees are restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Certain highly compensated employees (key employees) may have limited reinstatement rights.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee’s leave. As with other types of unpaid leaves, paid leave will not accrue during the unpaid leave. Holidays, funeral leave, or employer’s jury duty pay are not granted on unpaid leave.

Eligibility Requirements

Employees are eligible if they have worked for this Company for at least 12 months, for 1,250 hours over the previous 12 months.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents a qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive full calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

The maximum time allowed for FMLA leave is either 12 weeks in the 12-month period as defined by the Company, or 26 weeks as explained above. The amount of FMLA leave available will be determined based on a “rolling” twelve month period, meaning that the amount of FMLA leave available to an eligible employee at any given time is twelve weeks less the amount of FMLA leave used the preceding twelve months.

Parents who both are employed by the District ordinarily will be limited to an aggregate of twelve (12) weeks leave under the Act on account of the birth or placement of a son or daughter or to care for a sick parent.
An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Company’s operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Employees taking intermittent or reduced schedule leave based on planned medical treatment and those taking intermittent or reduced schedule family leave with the Company’s agreement may be required to temporarily transfer to another job with equivalent pay and benefits that better accommodates that type of leave.

**Substitution of Paid Leave for Unpaid Leave**

The Company requires employees to use accrued paid leave while taking FMLA leave. Paid leave used at the same time as FMLA leave must be taken in compliance with the Company’s normal paid leave policies. If an employee’s leave of absence does not constitute paid leave as defined in the Company’s paid leave policies, the employee cannot use accrued paid leave, but can take unpaid leave. FMLA leave is without pay when paid leave benefits are exhausted.

**Employee Responsibilities**

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days’ notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the Company’s normal call-in procedures.

Employees must provide sufficient information for the Company to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities; the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified.

Employees also may be required to provide a certification and periodic recertification supporting the need for leave. The Company may require second and third medical opinions at the Company’s expense. Documentation confirming family relationship, adoption, or foster care may be required. If notification and appropriate certification are not provided in a timely manner, approval for leave may be denied. Continued absence after denial of leave may result in disciplinary action in accordance with the Company’s attendance guideline. Employees on leave must contact the Human Resources Manager at least two days before their first day of return.

**The District’s Responsibilities**

The Company will inform employees requesting leave whether they are eligible under FMLA. If they are, the notice will specify any additional information required as well as the employees’ rights and responsibilities. If they are not eligible, the Company will provide a reason for the ineligibility.
The Company will inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee’s leave entitlement. If the Company determines that the leave is not FMLA-protected, the Company will notify the employee.

**Unlawful Acts**
FMLA makes it unlawful for the Company to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA.
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

**Enforcement**
An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against the Company.

FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

5.32 **Military Leave**

Employees who are members of the National Guard or U.S. Armed Forces Reserve are entitled to a military leave of absence without loss of benefits or status while they are engaged in training for other service under orders. The District will pay the employee’s regular wages for the first 15 days of the leave. Any employee who is required to continue in military service beyond that time shall be afforded leave without pay for the duration of his or her service. However, employees can choose to use their accrued vacation time for this purpose. Employees shall be reinstated to full employment rights upon separation from military service as required by law, provided he or she reports to the District for work within ninety (90) days from such separation.

The District prohibits retaliation against any employee for taking time off under this policy. If you believe there has been a violation of our retaliation standard, please contact Human Resources.

5.33 **Bereavement Leave**

Any full time employee who suffers a death in his/her immediate family will be allowed three (3) days’ paid leave and may request additional unpaid leave. For purposes of this policy, an employee’s “immediate family” includes his/her spouse, children, parents, grandparents, grandchildren, or siblings, and the parents, siblings or children of the employee’s spouse.
5.34  Injury Leave/Workers’ Compensation

Any employee who incurs a work-related injury or illness is entitled to benefits pursuant to the Workers’ Compensation Act. The District shall pay full-time year round employees who are injured on the job the difference between his/her Workers’ Compensation benefits and his/her regular straight time pay for up to ten (10) calendar days from the date of the injury or onset of illness. After the ten (10) days, any additional period of injury leave shall be charged to the employee’s accumulated sick leave, and accumulated vacation leave, in that order.

Any employee (full-time year round or seasonal/part-time) who incurs a workers’ compensation qualified injury or illness will be compensated by the District for up to three days average pay (at straight-time) for injury/illness-related time off. Injury/illness-related time off will be determined by written doctor’s orders. Average pay will be determined by the average number of hours the employee works per week.

Any employee on injury leave shall provide the District with such information concerning his/her medical condition as the District may require from time to time.

5.35  Administrative Leave

Employees may be placed on administrative leave, with or without pay, when possible disciplinary action is under consideration, when the employee has been charged with serious internal misconduct, external criminal charges, or under such other circumstances as may be deemed necessary by the District. Employees placed on administrative leave will be advised of the reason for the leave and, if possible, the probable duration of the leave.

5.36  Parental Leave for Children’s Academic Activities

The District will grant unpaid time off for non-exempt employees’ attendance at employee’s children’s academic activities, such as teacher conferences, special education conferences, intervention meetings, and disciplinary meetings, but only if the employee gives at least one week’s advance notice. Deductions will not be made in exempt employee salaries if the absence is less than one day.

5.40  UNPAID LEAVE

Under circumstances where an employee is not eligible for paid leave, he/she may be granted unpaid leave on such terms and conditions as may be permitted by the District in its discretion. Unpaid leave shall not be granted for more than six (6) months, but may be renewed by the District upon its expiration.
Employees shall not accrue vacation, sick leave, or personal leave while on unpaid leave. Employees on unpaid leave are eligible to receive group insurance benefits upon their timely payment of appropriate premiums.

Failure of an employee to return upon expiration of unpaid leave may result in termination of employment.

5.50 JURY DUTY/COURT TIME

The District recognizes jury duty as a civic responsibility of everyone. When summoned for jury duty, an employee will be granted leave to perform his or her duty as a juror. Any employee who is summoned for jury duty or subpoenaed in connection with his/her employment during a regularly scheduled work time will be compensated for scheduled hours. A copy of the subpoena or order requiring such duty must be submitted with a leave request in order for such compensation to be paid. If the employee is excused from jury duty during his or her regular work hours, he or she is expected to report to work promptly.

Employees receive regular pay for the first three days of jury duty if they were scheduled to work and they provide confirmation of juror service.

Beginning the fourth day and thereafter, employees, as jurors, are paid $50.00 per day by the State of Colorado for state district or county court jury duty. For jury duty in excess of three days, employees receive the difference between jury duty pay and their regular pay up to a maximum of ten days (80 hours). Jury duty leave beyond this time is without pay from the Company.

5.60 VOTING

Any employee whose work schedule is such that polls are not open during at least three (3) non-working hours on Election Day, shall be permitted paid leave for the time spent voting, not to exceed two (2) hours.

5.70 DOMESTIC ABUSE LEAVE

An employee who is the victim of domestic abuse, stalking, sexual assault, or any other crime involving domestic violence, may be eligible for up to three (3) working days of leave in a twelve-month period to seek protection. Generally, to qualify for such leave under Colorado law, an employee must have worked for the District for the twelve months preceding the beginning of the leave. Such leave ordinarily is available for the following purposes:

a. To seek a civil restraining order to prevent domestic abuse;

b. To obtain medical care or mental health counseling for the employee or the employee’s child to address physical or psychological injuries resulting from
the act of domestic abuse, stalking, sexual assault, or other crime involving
domestic violence;

c. To secure the employee’s home from the perpetrator or seek new housing to
escape the perpetrator; or

d. To seek legal assistance to address issues arising from the domestic abuse,
stalking, sexual assault, or other crime involving domestic violence, and
attending and preparing for related court proceedings.

Except in cases of imminent danger, the employee taking leave to seek protection shall provide
advance notice to the District and shall provide any documentation requested by the District. The
employee shall be required to use any vacation and sick leave, as applicable, before being granted
any leave under this section. If no such paid leave is available, the employee’s leave to seek
protection will be granted without pay.

6.00 EMPLOYMENT PRACTICES

6.10 TRAINING AND EDUCATION

The District supports education and training programs which improve the skills, qualifications,
and performance of District employees. The District will pay the fees and costs of education and
training programs which are specifically required by the District. In addition, the District may in
its discretion approve payment of all or a portion of the fees and costs of education or training
programs requested by employees and which the District determines to be of direct benefit to the
District. The District’s approval of payment for one segment, portion, or course which is a
component of an education or training program does not obligate the District to pay for any
additional segment, portion, or course.

It is ordinarily each employee’s responsibility to maintain state-mandated certificates or
credentials necessary to the employee’s job.

Educational leave is available, at the District’s discretion, to assist employees in developing
professional and technical skills related to employment with the District. Such leave may be
granted to attend professional or technical conferences, training seminars, schools, or programs.
Educational leave must be approved in advance by the Executive Director. Requests for
educational leave must be made in writing and must clearly state the dates and purpose of the leave
requested.

6.20 VACANCIES

Employees of the District are encouraged to apply for vacant positions for which they are qualified.
The District awards vacant positions to the applicants who are best-suited to meet the needs of the
If a vacancy is awarded to a current employee, that employee shall serve a one-hundred-eighty (180) day introductory period in that position.

6.30 PROMOTIONS

A promotion is considered the advancement of an employee to a position that carries more responsibility and a higher salary. All permanent employees of the District are eligible to be considered for promotions for which they apply and are qualified. An employee who is promoted shall serve a one-hundred-eighty (180) day introductory period in his/her new position.

The effective date of an employee’s promotion establishes a new starting date for any annual salary increases for which the employee may be eligible.

6.40 TRANSFERS

An employee may be transferred through promotion, the successful application for a vacant position, or at the direction of the District. Employees may be transferred involuntarily, although the District intends to minimize such transfers.

An employee who is temporarily transferred to a different position for ten (10) days or less shall incur no reduction in pay during that temporary transfer. Employees temporarily transferred to higher paying positions will be paid at the higher rate of pay after ten (10) days. The District may approve payment at the higher rate prior to ten (10) days, in its discretion.

6.50 TEMPORARY/SEASONAL EMPLOYMENT

Employees who are hired for positions known to be of limited duration are considered temporary or seasonal employees. A position is considered to be of limited duration if it is reasonably expected at the time the position is filled that the position will terminate in the foreseeable future, even though the precise termination date may not be known. Seasonal employees will be notified of anticipated start and end dates each season.

Except as otherwise required by law or contract, temporary and seasonal employees are not eligible to participate in any group insurance programs offered by the District and are not provided vacation, sick leave, personal leave, or bereavement leave.

Temporary and seasonal employees are entitled to overtime and workers’ compensation as provided for in these policies.

6.60 EMPLOYEE APPRAISALS

The District expects each of its full time year-round employees to be appraised concerning his/her job performance at least twice annually. The appraisal process is intended to provide employees with information concerning their employment progress and to serve as a means of improving employee performance. The appraisal process is not meant to serve as a substitute for ongoing
discussions between supervisors and employees.

Supervisors are expected to appraise each full-time year round employee at least twice annually. This expectation is not intended to create a right to an annual appraisal, but rather imposes a duty on supervisors. Similarly, the District’s appraisal policy is not intended to entitle employees to a specific method or standard of appraisal, but is intended to impose an affirmative obligation on supervisors to appraise employees regularly and consistently. Each written appraisal shall become a part of the appraised employee’s personnel record.

Please contact your supervisor for information regarding our appraisal process.

6.70 LAYOFF

The District reserves the right to lay off employees for reasons of efficiency, economy, lack of work, elimination of position, or for such other reason as the Board of Directors deems sufficient. In such cases, affected employees will be given as much notice as practical.

7.00 EMPLOYEE CONDUCT

7.10 GENERAL RULES OF CONDUCT

The District expects all of its employees to act in the best interests of the District and its constituents. It is the responsibility of all employees to observe all rules, policies, operating procedures, and directives of the District. The District further expects that each of its employees will behave with courtesy and respect toward other employees and members of the public. Specific rules of conduct adopted by the District or described in these policies are not meant to be all inclusive, but rather address some common and serious potential problems.

7.20 DRUGS AND ALCOHOL

The District strictly prohibits any employee the use or possession on District premises of alcoholic beverages of any kind, and illegal drugs (under state or federal laws) while on duty. This prohibition includes marijuana. Off-duty consumption of alcohol is permissible by employees on District premises so long as use is in moderation and employee is not in uniform, with prior supervisory approval. Employees are expected to use prescription or legal over-the-counter drugs in an appropriate manner and dosage and are expected to know whether the appropriate use of such drugs may impair their ability to perform their jobs safely and competently. Because the possession and use of marijuana, whether for medical use or otherwise, constitutes a federal offense, and because the use of marijuana is not compatible with the performance of any job with the District, the District will not accommodate the medical use of marijuana. For purposes of this policy, the use of medical marijuana, as recognized by State law is not considered a prescribed or otherwise permitted medication.
No employee is permitted to report for duty while impaired by or under the influence of alcohol or drugs to the slightest degree. Any employee who reports to work after the apparent use of drugs or alcohol shall be relieved of his/her duties immediately and without pay.

Any violation of this policy will subject an employee to discipline, up to and including immediate discharge.

7.21 Reporting Convictions

Any employee who receives an off duty conviction shall notify the District of the conviction or plea within five (5) days. Failure to so notify the District may result in termination of employment.

7.22 Drug and Alcohol Testing

Any employee will be required to undergo blood, breath, and/or urine testing for the presence of drugs or alcohol when any supervisor observes specific behavioral performance or physical indicators of probable drug or alcohol use or impairment in the workplace. In addition, such testing may be required whenever an employee has contributed to an accident on the job, or cannot be discounted as a contributing factor to an accident causing personal injury or property damage.

A separate Drug and Alcohol Policy is given to every employee to sign and return to Human Resources. An employee’s refusal to sign shall be considered grounds for refusal of employment and employee termination. For additional information, please see the EVRPD Drug and Alcohol Policy.

7.23 No-Smoking Policy

Smoking in all District-operated buildings and enclosed vehicles is prohibited by building users and employees. Upon approval of the Executive Director, Division Managers may designate smoking areas.

7.30 ABUSE

District employees shall report suspected abuse of patrons, whether child or adult, to the Executive Director.

In addition, to avoid any appearance of impropriety, District employees should avoid being alone in any room or isolated portions of any building with any patron who is an unsupervised minor regardless of gender.
7.40 USE OF DISTRICT PROPERTY

District property is to be used only for official District business, in an appropriate manner, and in accordance with all applicable rules, operating procedures, or directives. No employee shall remove District property or the property of any other employee from District premises or work sites without proper authorization. Any employee who steals District property or the property of any other employee, or who abuses, misuses, damages, or destroys District property shall be subject to discipline, up to and including immediate discharge.

7.50 USE OF DISTRICT VEHICLES

District vehicles may be used only for the purpose and in the manner authorized by the District. Only authorized and qualified District employees may operate District vehicles. Authorized use of vehicles includes:

a. In the performance of duties, functions and activities sponsored by the District, and/or maintenance of District facilities or equipment.

b. The Manager of Golf Maintenance and the Marina Manager are considered on-call and permitted to take District vehicles home. On-call use of District vehicles must be for District purposes and a direct route must be taken to and from work.

c. Special programs and conditions will allow District vehicles to be taken home as needed. This special use must be approved by the Executive Director and all use must be for District purposes.

d. The only authorized passengers in District vehicles and/or equipment are those directly related to District functions and performance of work.

e. All vehicles shall be operated in accordance with all applicable traffic laws and vehicle operators shall be responsible for the condition and proper use of their vehicles.

Unauthorized or improper use of District vehicles may result in discipline, up to and including discharge.

7.51 Use of Mobile Phones While Operating a District Vehicle or Maintenance Equipment

Any use of a mobile device while operating a District-owned or rented vehicle or maintenance equipment, or while driving privately owned vehicles or maintenance equipment when on official District business or when performing any work for or on behalf of the District, is prohibited and considered an improper use while operating a District vehicle or equipment.

For questions or more information regarding EVRPD Use of Mobile Phones While Operating a
7.60 CONFLICT OF INTEREST

District employees shall not place their personal business interests above the best interests of the District or Board’s constituents. Accordingly, employees of the District shall not:

1. Engage in a substantial financial transaction for private business purposes with another employee whom he/she supervises; without approval by the Board.

2. Take any official action directly and substantially affecting, to its economic benefit, a business or other undertaking in which he/she has a substantial financial interest or business arrangement;

3. Disclose or use confidential information acquired in the course of his/her official duties to further substantially his/her personal financial interests; or

4. Accept a gift of substantial value, $50 or more, and/or current state law, or a substantial economic benefit which might tend improperly to influence him/her in the discharge of his/her responsibilities, or which could be construed as a reward for action taken in the course of official duties.

Any employee who knows or reasonably should know he or she has a potential conflict of interest shall disclose such potential conflict to his or her supervisor or Human Resources.

7.70 EMPLOYMENT OF RELATIVES

The Company may employ relatives of current employees who are qualified for certain jobs except in the following situations:

Relatives would be in a position to directly supervise another relative.

Relatives have access to confidential information including payroll and personnel records.

Relatives audit, verify, receive, or are entrusted with money handled by the other relative.

In cases of marriage or civil union between two employees, if the above guidelines apply, one must transfer or be directly supervised by another employee in the department.

These guidelines apply to all categories of employment, including full-time, part-time, seasonal and temporary classifications. They also apply to all relatives and individuals who are not legally related, but who reside with another employee.
7.80 POLYGRAPH TESTS

While investigating alleged wrongdoing in the course of official business, the District may request that an employee take a polygraph examination. No employee, however, may be disciplined or discharged for refusing such a request or declining such an offer. If an employee agrees to take a polygraph examination, he/she may terminate the examination at any time without penalty.

7.90 OFF-DUTY CONDUCT

The District reserves the right to take appropriate action including dismissal from employment in response to illegal off duty conduct or legal off-duty conduct of employees which:

1. Relates to a bona fide occupational requirement or is reasonably and rationally related to the employment activities and responsibilities of the employee; or

2. Is necessary to avoid a conflict of interest or the appearance of such a conflict with any of the employee’s responsibilities.

8.00 DISCIPLINE

Occasionally performance or other behavior falls short of our standards and/or expectations. When this occurs, management takes action, which, in its opinion, seems appropriate.

Disciplinary actions can range from an informal discussion with the employee about the matter to immediate discharge. Action taken by management in an individual case does not establish a precedent in other circumstances.

9.00 GRIEVANCES

The District has established a grievance procedure which is available to any employee for the resolution of complaints, disputes, or concerns regarding the interpretation or application of District employment policies. Any such dispute, complaint, or concern may be raised as a grievance pursuant to the grievance procedure.

9.10 PURPOSE OF GRIEVANCE PROCEDURE

The grievance procedure is intended to provide a formal process for the resolution of grievances. It is not, however, intended to be a substitute for healthy and appropriate communication between employees. If you have a work-related problem or concern, you are encouraged to use the following procedure. If you have a problem, normally it should be discussed immediately with your supervisor, if it is appropriate.
1. If you and your supervisor were not able to resolve the issue, request an opportunity to discuss the matter with the department manager and the Human Resources Manager. This normally should be done within ten working days. A grievance report will be made by HR. Usually, the problem is satisfactorily resolved at the department level.

2. However, if the problem is not resolved to your satisfaction at this level, you may appeal the matter within ten working days to the senior executive in charge of your division. Such an appeal should be presented in writing stating the nature of the problem.

If you still do not feel the problem has been resolved, you may make a written appeal within ten working days to the President of the Board of the EVRPD. The President’s decision is final.

10.00 EMPLOYEE RECORDS

10.10 PERSONNEL RECORDS

Personnel records are retained by the District concerning all employees. Such records ordinarily include applications, insurance forms, payroll deduction authorization, performance appraisals, certain pay records, transfer and promotion forms, records of disciplinary action, training records, and any certificates or credentials required for an employee’s job. Other information concerning employees may be kept as personnel records, at the discretion of the District.

In order to keep personnel records current, the Human Resources department must be notified of any change in any employee’s address, phone number, marital status, or military status; any birth or death in any employee’s immediate family; any change in the name or telephone number of the person to be notified in case of emergency; any change in insurance beneficiary; or any other information needed to maintain accurate records. Each employee is responsible for providing the District with records concerning any licenses or certificates required for the performance of his/her job, as well as any documents showing that education or training relevant to employment has been completed.

10.20 RELEASE OF INFORMATION

Personnel records are considered confidential subject to statutory requirements. Employees may examine their own personnel records, except for letters of reference, by contacting the Bookkeeper/Accountant/HR representative.

10.30 EMPLOYMENT REFERENCES

The Company does not furnish open letters of recommendation addressed “To Whom It May Concern.”
If employees receive a call inquiring about a former employee, please refer it to Human Resources. Only the HR Manager has the authority to respond to such inquiries. This restriction includes recommendations on social media sites.

11.00 SEPARATION FROM EMPLOYMENT

An employee may separate from employment by non-disciplinary or disciplinary termination, layoff, resignation, or retirement.

11.10 PAYMENT OF CERTAIN BENEFITS

All terminated employees will be paid for accrued but unused vacation time. No employee will be entitled to a payment for accrued but unused sick leave.

11.20 CONTINUATION OF INSURANCE COVERAGE

Upon termination, an employee may be entitled to continued coverage under the District’s group health and dental insurance plans at their own expense and as provided by state and federal law.

11.30 RESIGNATIONS

An employee resigns in good standing if he/she does not resign under threat of discharge, gives the District at least two (2) weeks’ notice, and completes necessary exit forms. A resignation may be withdrawn prior to its effective date if approved by the District.

11.40 EXIT PROCEDURE

Employees who are laid off, resign, or retire shall contact the Accountant to provide all information required for separation and to make arrangements concerning final pay, payment for accrued leave, and continuation of benefits. Employees who are laid off, resign or retire are entitled an exit interview with the Executive Director or the Executive Director’s designee upon separation from the District.

12.00 MISCELLANEOUS POLICIES

12.10 POLITICAL ACTIVITY

Any District employee has the right as a citizen to participate fully in the political process. No District employee, however, shall campaign for any candidate or cause on District time or using District resources. No District employee shall publicly campaign for any candidate or cause while wearing a District uniform or District insignia.
12.20 BOARD MEMBERSHIP OF EMPLOYEES

A Board member may not be employed by the District.

Where a Board member applies for employment with the District, he or she must resign from the Board if employment is offered and accepted. No Board member may begin employment with the District until after the effective date of his or her resignation.

Where an employee of the District is elected to the District Board, he or she must take an unpaid leave of absence for his or her term of office without a guarantee of return to the same position. Failure to do so shall result in termination of employment.

12.30 EXPENSES

The District reimburses employees for expenses reasonably incurred in the course of District business, provided such expenses have been authorized in advance or are determined by the District, in its discretion, to have been necessarily incurred under circumstances where advance approval was not reasonably possible. Employees seeking reimbursement for expenses will ordinarily be required to document those expenses.

The District shall reimburse employees for use of their personal vehicles on District business at the rate which currently complies with Internal Revenue Service guidelines.

Employees whose job duties and/or work location warrant extensive need for a cellphone may be issued a District-provided device and plan. Employees whose job duties include the frequent need for a cell phone may receive a cell phone allowance to cover business-related costs on their personal cell phone.

All requests for reimbursement for expenses shall be submitted on the District’s expense form. Please contact the accounting department for additional expense reimbursement information.

12.40 OUTSIDE EMPLOYMENT

Any employee of the District who wishes to engage in outside employment shall notify his/her immediate supervisor prior to accepting such employment. The employee’s supervisor shall contact the Executive Director for approval of such outside employment.

No District employee shall engage in outside employment which interferes with the proper and effective performance of his/her duties or which results in a conflict of interest. Requirements of employment with the District shall have priority over any requirements of outside employment.

12.50 DESKS/LOCKERS/STORAGE/INSPECTION

The District reserves the right to open and enter any office, desk, locker, file cabinet, or other storage location within District premises and to inspect District vehicles and any containers
brought into the workplace. Although an employee may be assigned an office, desk, vehicle, locker, file cabinet, or other storage area or device, such assignment does not create an expectation of privacy in the use of such items or areas.

12.60 STAFF USE OF THE INTERNET

All computers having Internet access must be used in a responsible, efficient, ethical and legal manner. Failure to adhere to this policy will not be tolerated.

Employee use of the Internet must be consistent with the objectives of the District. Transmission or access of any material in violation of any U.S. or State law or regulation is prohibited, as is transmission or access of non-work-related material. Access to sexually-oriented material is specifically prohibited. The District reserves the right to determine what use of the Internet in the workplace is appropriate.

Internet transactions and e-mail messages on District equipment or using District e-mail addresses are not private. District staff and administrators may monitor these transactions and messages at any time for any reason without notice to the user.

Security on the District’s computer system is a high priority. The District is to be notified of known or suspected security problems. Any user identified as a security risk, or as having a history of problems with other computer systems, may be denied access to the Internet.

Vandalism will result in cancellation of privileges. Vandalism is defined as any malicious attempt to harm or destroy data of another user, the Internet, or any agencies or other networks that are connected to the Internet. This includes, but is not limited to, the uploading or creation of computer viruses.

Without specific permission from the District, staff members are prohibited from accessing fee services via the Internet. If such services are accessed, the staff member will be responsible for any fee or cost involved.

By signing the acknowledgement page of this Personnel Manual, all employees agree to the conditions of this policy, and to such other terms and conditions as the District may require, as a condition to use the Internet in the workplace.

12.70 ELECTRONIC MAIL (E-MAIL) POLICY

Electronic mail is an electronic message that is transmitted between two or more computers or electronic terminals, whether or not the message is converted to hard copy format after receipt and whether or not the message is viewed upon transmission or stored for later retrieval. Electronic mail includes all electronic messages that are transmitted through the District’s local, regional, or global computer network.

All District electronic mail systems are owned by the District and are intended for the purpose of
conducting official District business only. District electronic mail systems are not intended for personal use by employees of the District, and employees should have no expectation of privacy when using the electronic mail systems.

Users of District e-mail systems are responsible for their appropriate use. All illegal and improper uses of the electronic mail system, including but not limited to pornography, obscenity, harassment, solicitation, gambling, and violating copyright or intellectual property rights are prohibited. Use of the electronic mail system for which the District will incur any expense, without expressed permission of a supervisor, is prohibited.

Electronic messages are not for private or confidential matters. Because there is no guarantee of privacy or confidentiality, other avenues of communication should be used for such matters.

Electronic messages are not private. The District retains the right to review, store and disclose all information sent over the District electronic mail systems for any legally permissible reason, including but not limited to, determining whether the information is a public record, whether it contains information discoverable in litigation, and to access District information in the employee’s absence.

Except as provided herein, District employees are prohibited from accessing another employee’s electronic mail without the expressed consent of the employee. All District employees should be aware that electronic mail messages can be retrieved even if they have been deleted and that statements made in electronic mail communications can form the basis of various legal claims against the individual author or the District.

Electronic mail sent or received by the Board, the District, or the District’s employees may be considered a public record subject to public disclosure or inspection under the Colorado Open Records Act.

District employees will be subject to disciplinary action for violation of this policy and regulation.

By signing the acknowledgement page of this Personnel Manual, all District employees acknowledge that they have received and read this policy and regulation.

12.80 ELECTRONIC USE POLICY

EVRPD increasingly uses a variety of electronic forms of communication and information exchange. Employees have access to one or more forms of electronic media and services (computers, e-mail, telephones, voice-mail, fax machines, cell phones, the Internet and the World Wide Web).

EVRPD encourages the use of these media and associated services because information technology is part of our business, and they make communication more efficient and effective as well as connect valuable sources of information, e.g., vendors, customers, new products and services. However, electronic media and services provided by EVRPD are District property, and
their purpose is to facilitate District business.

With the rapidly changing nature of electronic media, and the "netiquette" which is developing among users of external on-line services and the Internet, this policy cannot lay down rules to cover every possible situation. Instead, it expresses the District's philosophy and sets forth general principles to be applied to the use of electronic media and services.

- The following procedures apply to all electronic media and services which are:
  - Accessed on or from District premises;
  - Accessed using District computer equipment, or via District-paid access methods;
  - Used in a manner which identifies the individual with the District.

Electronic media may not be used for knowingly transmitting, retrieving or storage of any communications of a discriminatory or harassing nature, or which are derogatory to any individual or group, or which are obscene or pornographic communications, promoting political or religious beliefs, or are of a defamatory or threatening nature, for "chain letters," for any other purpose which is illegal (including gambling) or against District policy or contrary to the District's interest. In addition, guidelines shall prohibit utilization of networks for intentional spreading of embedded messages (spam), or the use of other programs with the potential of damaging or destroying programs or data (virus, worm, etc.).

Electronic media and services are primarily for District business use. Limited, occasional or incidental use of electronic media (sending or receiving) for personal, non-business purposes is understandable and acceptable -- as is the case with personal phone calls. However, employees need to demonstrate a sense of responsibility and may not abuse the privilege. Electronic media sent or received by the Board of Directors, the District, or the District’s employees may be considered a public record subject to public disclosure or inspection under the Colorado Open Records Act.

The District also reserves the right, in its discretion, to review any employee's electronic files and messages and usage to the extent necessary to ensure that electronic media and services are being used in compliance with the law and with this and other District policies.

Each District representative, Board of Director, or staff member who uses any security measures on a company-supplied PC or MAC must provide his/her supervisor with a sealed hard copy record (to be retained in a secure location) of all of his/her PC or MAC passwords and encryption keys (if any) for District use if required. As an example; there may be a need for the company to access an employee's system or files when s/he is away from the office.

Electronic media and services should not be used in a manner that is likely to cause network congestion or significantly hamper the ability of other people to access and use the system. The following action is unacceptable as an EVRPD representative, Board of Director, or staff member:
• Violating any state or federal law or Town ordinance;
• Selling or purchasing illegal items or substances;
• Unauthorized collection of email addresses ("harvesting") of e-mail addresses from EVRPD address lists and directories; or
• Deleting, copying, modifying, or forging other users' names, emails, files, or data; disguising one's identity, impersonating other users, or sending anonymous email.

Any employee found to be abusing the privilege of company-facilitated access to electronic media or services will be subject to corrective action and/or risk having the privilege removed for him/her and possibly other employees.

Individuals shall reimburse the District for repair or replacement of District property when gross negligence, negligence that is marked by conduct that presents an unreasonably high degree of risk to electronic media and by a failure to exercise proper care in protecting electronic media from it, occurs.

ACKNOWLEDGMENT OF RECEIPT

I HAVE RECEIVED A COPY OF OUR EMPLOYEE HANDBOOK DATED MAY, 2016.

I UNDERSTAND THAT NEITHER I NOR THE COMPANY IS COMMITTED TO AN EMPLOYMENT RELATIONSHIP FOR A FIXED PERIOD OF TIME. EMPLOYMENT WITH THE EVRPD IS AT-WILL. BOTH I AND MANAGEMENT HAVE THE RIGHT TO TERMINATE THIS EMPLOYMENT AT ANY TIME FOR ANY REASON. THE LANGUAGE USED IN THIS HANDBOOK AND ANY VERBAL STATEMENTS OF MANAGEMENT ARE NOT INTENDED TO CONSTITUTE A CONTRACT OF EMPLOYMENT, EITHER EXPRESS OR IMPLIED, NOR ARE THEY A GUARANTEE OF EMPLOYMENT FOR ANY SPECIFIC DURATION.

I UNDERSTAND THAT NO REPRESENTATIVE OF THE EVRPD, OTHER THAN THE PRESIDENT, HAS AUTHORITY TO ENTER INTO AN AGREEMENT OF EMPLOYMENT FOR ANY SPECIFIED PERIOD AND SUCH AGREEMENT MUST BE IN WRITING, SIGNED BY THE PRESIDENT AND ME. WE HAVE NOT ENTERED INTO SUCH AN AGREEMENT.

FURTHER, I UNDERSTAND THAT THE CONTENTS OF THIS HANDBOOK ARE SUMMARY GUIDELINES FOR EMPLOYEES AND THEREFORE NOT ALL INCLUSIVE. THIS HANDBOOK SUPERSEDES ALL PREVIOUSLY ISSUED EDITIONS. EXCEPT FOR THE AT-WILL NATURE OF EMPLOYMENT, THE COMPANY RESERVES THE RIGHT TO SUSPEND, TERMINATE, INTERPRET, OR CHANGE ANY OR ALL OF THE GUIDELINES MENTIONED, ALONG WITH ANY OTHER PROCEDURES, PRACTICES, BENEFITS, OR OTHER PROGRAMS OF THE EVRPD. THESE CHANGES MAY OCCUR AT ANY TIME, WITH OR WITHOUT NOTICE.

Signature       Date

Dear Board,

HR has spent the past 2 months working with legal from Mountain States Employers Council, to update the EVRPD Personnel Manual. After carefully refining and updating this policy there were several sections that were modified. We have expanded on many of these areas below, with data to support these changes.

**Leave:**

After researching 5 organizations (3 local, 1 county and 1 public higher ed), we are respectfully requesting to update the EVRPD Personnel Manual with the following information based on statistical research. (We have provided you with a copy of the data.)

**Holidays:**

The EVRPD offers 11 paid holidays to both exempt and non-exempt employees alike, with no floating holidays. As only one organization offers more holidays than the EVRPD, we feel we are very much aligned with current practices. However, during the summer months, many EVRPD employees cannot take off Memorial Day, the 4th of July, or the Labor Day holiday due to business needs.

We are requesting the following change for paid holidays for EVRPD employees:

- Modify the 3 specific paid holidays of Memorial Day, the 4th of July, and Labor Day, to include a Floating Holiday option. Keep the eight (8) other holidays unchanged. All floating holidays must be used each calendar year, and there will be no allowable carry-over of floating holidays past the new year. By making this change, employees can still elect to take off these 3 summer holidays if they’d like, or if they need to work through these summer holidays for business needs, they can use the 8-hour floating holiday, at another time of their choosing.

**Sick Leave:**

The EVRPD offers 12 days of sick leave per year. This data coincides with the majority of data from all the other organizations that were surveyed, with the exception of CU Boulder which only allows 10 days of sick leave per year. We are requesting that no change be made for sick leave for the EVRPD employees. We are implementing an Extended Leave Bank at the district. Any employee that reaches the max accrual for sick leave (480 hours) will have additional sick
time transfer directly into this bank. Employees can also donate additional sick hours to the bank at any time. Employees may donate accumulated vacation or sick leave hours to an extended leave bank for distribution to aid another employee who is unable to work due to personal illness or crisis. This program provides a means for employees to share vacation or sick leave benefits with other employees.

Vacation Leave:

Currently, the EVRPD gives both exempt and non-exempt employees matching hours of leave time. This is not a widely-accepted practice. If you look at the data, you will see that none of the other organizations in the survey support that practice. (The Estes Park Medical Center supports a PTO, Paid Time Off, system yet still has a difference for max carry over between exempt and non-exempt positions.)

Please note: We did not use the Hospital/Med Center in the following data and recommendations, as they were the only organization that uses a PTO plan with an extra ESL (Extended Sick Leave). This added up to 57 total days per year of combined sick/holiday/vacation time. No other organization came close to this leave (please see data) and we do not believe this increase of time-off hours is necessary for the employees of the EVRPD.

Non-Exempt Data:

The EVRPD currently allows 10 days (80 hours) for 0-5 years of service, and 15 days (120 hours) for 5 or more years of service, with 2 different levels of accrual, with a max carry-over of 30 days for both levels. Looking at the data, 100% of all other organizations offer at least 3 or 4 levels of service, whereas we have only 2. The max carry-over is also quite high for our first and second level of service; 240 hours.

We are requesting the following Leave change for non-exempt employees:

<table>
<thead>
<tr>
<th>Years</th>
<th>Days per Year</th>
<th>Hours Annual</th>
<th>Max Carry-over</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-5 years</td>
<td>12 days</td>
<td>96 hrs</td>
<td>176 hrs / 22 days</td>
</tr>
<tr>
<td>5-10 years</td>
<td>15 days</td>
<td>120 hrs</td>
<td>200 hrs / 25 days</td>
</tr>
<tr>
<td>10-15 years</td>
<td>18 days</td>
<td>144 hrs</td>
<td>224 hrs / 28 days</td>
</tr>
<tr>
<td>15 years or more</td>
<td>21 days</td>
<td>168 hrs</td>
<td>248 hrs / 31 days</td>
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</tbody>
</table>

The above Leave change will allow employees to receive 3 additional days of leave for every 5 additional years they work at the EVRPD. It will also allow them a max carry-over of 3 additional days per every 5 additional years they work at the EVRPD. (The max carry over is essentially 1 full year of vacation plus 2 weeks, 10 days, of carry-over vacation time.) Additionally, non-exempt employees will start off their career at the EVRPD with 2 additional days of vacation over what is currently in the policy.
**Exempt Data:**

The EVRPD currently allows 10 days (80 hours) for 0-5 years of service, and 15 days (120 hours) for 5 or more years of service, with 2 different levels of accrual, with a max carry-over of 30 days for both levels. Looking at the data, 100% of all other organizations offer different accruals for exempt employees and non-exempt employees, and the EVRPD currently has lower exempt position leave amounts than all (100%) of the other organizations.

Data shows half of the organizations give one set number of leave days, regardless of the years of service, and the other half of the organizations start their first level of exempt leave – at the non-exempt second level of leave. The organizations that have one set number of leave days – cap it at the max or 1 additional day above the non-exempt last leave (4th level), and the set numbers do not go as high as the other 4-level exempt leave organizations’ 4th level max number.

We are requesting the following Leave change for exempt employees:

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<th>Hours Annual</th>
<th>Max Carry-over</th>
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<tr>
<td>0-5</td>
<td>15 days per year</td>
<td>(120 hours)</td>
<td>200 hrs / 25 days</td>
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<tr>
<td>5-10</td>
<td>18 days per year</td>
<td>(144 hours)</td>
<td>224 hrs / 28 days</td>
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<tr>
<td>10-15</td>
<td>21 days per year</td>
<td>(168 hours)</td>
<td>248 hrs / 31 days</td>
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<tr>
<td>15+</td>
<td>24 days per year</td>
<td>(192 hours)</td>
<td>272 hrs / 34 days</td>
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</table>

This change follows the pattern of the other organizations that provide multiple leave levels. We started the first exempt level of leave time at the second non-exempt level of leave time. We followed the 3 additional vacation day accrual for each 5-year increment, and the max carry over was 1 full year of leave plus 2 weeks (10 days).

It is important to motivate and support our current and new employees, especially during their first year of employment, when the odds are statistically higher for losing employees to other companies. It is not in our best interest to welcome a new employee into the district by cutting their leave from their previous employer. If we want to maximize our odds of retaining our best people, we need to let them know we are doing our very best to provide them with a favorable work-life balance. Employees that find difficulty balancing work and family are much more likely to be less productive in the workplace, and typically those employees who appreciate their organization’s efforts to support a positive work–life balance have a much lower intent to leave the organization, have greater pride in their organization, have a willingness to recommend it as a place to work and also have higher overall job satisfaction.
We would also like to offer leave to our part-time, year-round non-exempt employees. The part-time year-round non-exempt employees working over 30 hours a week would be eligible for full vacation leave/sick accrual, and part-time year-round employees working 20 – 30 hours will accrue vacation leave/sick hours on a pro-rated basis per pay period. (The Town offers part-time, year-round employees working over 30 hours per week: full benefits (health ins, retirement etc.) and full leave, 24-29 hours per week are offered benefits by the Town but they need to pay 100% then also have pro-rated leave at 50%, and under 23 hours per week and all seasonal employees receive no leave or benefits at the Town.)

We are requesting the following policy change:

Unless otherwise specified, all full-time year-round employees are provided the following leave time and vacation time.

Part time year-round employees working over 30 hours per week, are provided full vacation and sick leave accruals only; the amount of vacation and sick leave hours earned per pay period is pro-rated for eligible part-time year-round employees working over 20 hours and up to 30 hours per week.

Part-time year-round employees working less than 20 hours per week and seasonal employees do not accrue any leave time or vacation. Only one form of leave can be used for a specified time period unless otherwise stated.

We would also like to offer part-time year round employees that have to work on a scheduled holiday, a pay rate at one and one half (1 ½) hour. This will allow the part-time year round employees, especially all employees that will be working at the new Community Center, time and a half for their commitment to working for the district on a holiday.

Full time year-round employees who work holidays due to business needs or business emergencies shall be compensated at their regular rate and may accrue the holiday for use at a later date. Part time year-round employees that must work on a holiday, will be paid one and one-half (1 ½) times their regular rate of pay.

All accrued time for hours worked on holidays by any employee must be used by the last working day of each calendar year.

With the new Community Center drawing near, we need to attract qualified part-time employees; they are essential to the Center’s success. By offering them paid leave accrual and sick time, we are helping attract and retain valuable staff. We need to remain competitive with the rest of the businesses in Estes Park that are also hoping to appeal to part-time, year-round employees.
Other changes in the Personnel Manual specifically include: removing specific dates of prior changes and remove the list of addendum changes, addition of a more inclusive harassment policy which is more complete and legally compliant, taking out the term “Classified” employee and re-wording the employees of the District as full-time/part-time/year-round/seasonal, taking out COBRA information, taking out compensatory time section while keeping the overtime section unchanged, adding a more inclusive and legally compliant Family and Medical Leave section, re-wording of appraisal process, removal of background check policy summary which is a part of pre-employment and should not be in the manual which is for employees that have already been on-boarded, addition of a new section that covers nepotism/employment of relatives, and added the acknowledgment of receipt of handbook signature page. There are multiple changes in almost every section of the manual and therefore we did not highlight every change that was made. A copy of the current manual is attached to this email, as well as a copy of the new draft, to help with comparisons if you would like to view specifics.

HR has also put into place a new Drug and Alcohol Agreement with employee acknowledgement page. This agreement will be given to every employee, both current and new, with an acknowledgement page that will be kept in their file. We also recommend a Performance Evaluation and Changes in Pay Policy to help all our managers and employees through the appraisal process which directly ties to salaries.
AGENDA TITLE:  Meetings to Schedule

SUBMITTED BY:  TOM CAROSELLO, EXECUTIVE DIRECTOR

BACKGROUND INFORMATION:

- Next regular Board meeting – Tuesday, June 21 at 7 p.m. – 18 hole golf course clubhouse

BOARD ACTION NEEDED:

Ken Czarnowski  Yes  No  Dave Kiser  Yes  No
Ron Duell  Yes  No  Marie Richardson  Yes  No
Stan Gengler  Yes  No
# May 2016

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<th>SUNDAY</th>
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**Notes:**
- Trails Meeting: 6 PM (May 10)
- Board Meeting: 7 PM (May 15)
- Board Meeting for Audit – Noon (May 22)
- Admin Office Closed (May 30)
- Memorial Day (May 31)
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