

## AGREEMENT

THIS AGREEMENT is made and entered into by and between the COLORADO RIVER WATER CONSERVATION DISTRICT, acting by and through its Colorado River Water Projects Enterprise (hereinafter "River District") and Independent Contractor \_\_\_\_\_ (hereinafter "Contractor") effective as of the date of the River District's execution hereof.

WHEREAS, the River District intends to contract for services and Contractor wishes to provide such services as described herein; and

WHEREAS, Contractor represents that it has the experience and expertise required to carry out the Work in a satisfactory and timely manner;

NOW, THEREFORE, the River District and Contractor agree as follows:

### 1. Services by Contractor: Description of Work.

- A. Contractor shall act in the following capacities:
  - i. Contractor shall operate, manage, and maintain the River District's developed recreation facilities ("Rec Area") at the River District's Wolford Mountain Reservoir Project located near Kremmling, Colorado in accordance with the Rec Area operation and management duties and responsibilities described and referenced in this Agreement ("Work" or "Rec Area Work"). In this capacity the Contractor is Concessionaire and Rec Area Operator.
- B. The River District's Rec Area property and facilities thereon which are subject to this Agreement are described in Exhibit A attached hereto and incorporated herein by this reference.
- C. Contractor shall perform the Work in a skillful, professional and competent manner and in accordance with the standards of care, skill and diligence applicable to contractors in the field in which Contractor practices with respect to the Work.
- D. The Work shall be performed at all times in compliance with all applicable local, state, and federal laws and regulations. [Consultant/Contractor] shall not discriminate against any person because of age, sex, race, national origin, ancestry, disability or religion.
  - i. Compliance with C.R.S. § 8-17.5-102:

- (a) Contractor shall not knowingly employ or contract with an illegal alien to perform the Work.
- (b) Contractor shall not enter into a contract with a subcontractor that fails to certify that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the Work.
- (c) Contractor will participate in the e-verify program<sup>[1]</sup> or department program<sup>[2]</sup> in order to confirm the eligibility of all employees who are newly hired for employment to perform the Work.
- (d) Contractor shall not use the e-verify program or department program to undertake pre-employment screening of job applicants during the term of this Agreement.
- (e) Contractor obtains actual knowledge that a subcontractor performing the Work knowingly employs or contracts with an illegal alien, the Contractor shall:
  - 1) Notify the subcontractor and the River District within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with illegal aliens; and
  - 2) Terminate the subcontract if the subcontractor does not stop employing or contracting with the illegal alien within three days of receiving such information. If the subcontractor provides information to establish that the subcontractor did not knowingly employ or contract with an illegal alien, then the Contractor shall not terminate the subcontract.
- (f) Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation of whether Contractor or a subcontractor has hired an illegal alien.
- (g) If Contractor violates any of the terms of this section D.(1), or otherwise fails to comply with C.R.S. § 8-17.5-102, the River District may terminate the Agreement for breach of contract and the Contractor shall be liable for actual and consequential damages to the River District.

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<sup>[1]</sup>E-verify program means the electronic employment verification program created in Public Law 104-208, as amended, and expanded in Public Law 108-156, as amended and jointly administered by the United States department of homeland security and the social security administration, or its successor program.

<sup>[2]</sup>Department program means the employment verification program established pursuant to C.R.S. §8-17.5-102(5)(c).

- E. **Contractor is an independent Contractor, not an employee, agent or representative of the River District.** Contractor will be free from control and direction by the River District in the performance of the Work and is customarily engaged in an independent trade, occupation or business related to the services to be performed. **As an independent Contractor, neither the Contractor nor any of its employees or any subcontractors retained regarding the Rec Work shall be entitled to receive any of the benefits of the River District's personnel system or to place worker's compensation claims against the River District.**
- F. **Contractor is and shall be solely liable and responsible for any federal, state and local taxes applicable to this Agreement or any services provided hereunder, including but not limited to income and withholding taxes, unemployment taxes, FICA taxes, sales taxes and worker's compensation payments and premiums.** Contractor shall indemnify the River District for any liability resulting from nonpayment of such taxes and sums.
- G. The River District's execution and delivery of this Agreement is notice to Contractor to proceed with the Work.

2. Specific Authorities and Limitations.

- A. License. This Agreement is a license and does not grant Contractor any possessory interests in real or personal property of the River District. Loss of the privileges granted by this license by revocation, termination or suspension is not compensable to the Contractor.
- B. Public Access and Use. Contractor agrees to allow the public access to and use of the Rec Area at times and for lawful purposes (not including hunting) pursuant to the River District's established fee schedule and approved hours and dates of operation. The schedules of currently approved fees and dates and hours of operation are attached as Exhibit B. To facilitate public use of the Rec Area, all existing roads shall remain open to the public, except for roads as may be closed by joint agreement of the Contractor and the authorized River District representative, or by the authorized River District representative if necessary for the safe operation and maintenance of Wolford Mountain Reservoir.
- C. Marina Operations. Contractor has been granted a license to operate a marina and provide boat rental services ("Marina Operations") at Wolford Mountain Reservoir.
- D. Concession Operations. Contractor has been granted a license to operate concessions, selling firewood, camping supplies, fishing tackle, snacks, non-alcoholic beverages, ice, and bait ("Concession Operations").

- E. Existing Rights. This Agreement is subject to all valid rights and claims of third parties. The River District is not liable to the Contractor for the exercise of any such right or claim.
- F. Nonexclusive Use / Reservoir Use. This Agreement is not exclusive. The River District reserves the right to use or allow others to use any part of the Rec Area for any lawful purpose. Wolford Mountain Reservoir is operated by the River District as a water supply reservoir, and such operations necessarily result in fluctuation of the Reservoir's contents and of the Reservoir's high water line. All of Contractor's operations pursuant to this Agreement are subordinate to and subject to the River District's rights and obligations to operate the Reservoir in accordance with applicable agreements, court decrees, permits, law, and regulations.
- G. River District's Right of Entry and Inspection. The River District and its designees shall have free and unrestricted access at all times, including the right to enter into all buildings, dwellings and other facilities to ensure compliance with the terms and conditions of this Agreement.
- H. License Limitations. Nothing herein allows or implies permission to build or maintain any structure or facility, or to conduct any activity unless specifically provided for in this Agreement.
3. Rec Area Work.
- A. General Rec Area Responsibilities and Duties: Contractor's general Rec Area responsibilities and duties are to:
- i. ensure that Host Camp personnel are on-site and available May 15 through November 30 each year;
  - ii. from May 15 through November 30 each year, reasonably promote the Rec Area to the public through a website and weekly report in the local paper;
  - iii. provide toll-free and online reservation services for the camp site and group use facilities;
  - iv. to the extent feasible, limit camping past October 15 to A Loop Camp Area;
  - v. provide fee collection for both day use and campground use, and ensure the public's compliance with the fee requirements and posted campground rules;
  - vi. provide on-site maintenance of composting toilet facilities including daily inspections for trash, removal of trash, inspect lights, fans, pumps, and sprayers, rake the materials flat, and remove compost as needed;
  - vii. provide daily, or as-needed, clean up of campsites including washing of tables, cleaning of concrete pads, raking of gravel, cleaning of fire pits, weed trimming, and trash pickup;
  - viii. provide for, at a minimum, weekly trash collection of five (5) dumpster locations: Day Use Parking Area, A-B Loop, B-C Loop, D Loop, and

Group Camp Area;

- ix. provide all needed consumable supplies (*e.g.*, toilet paper, cleaning supplies, wood chips for composting toilets, etc.) necessary for the operation of the campground and Rec Area;
- x. provide concessions including firewood, ice, camping supplies, fishing tackle, beverages, and snacks;
- xi. Provide fuel sales and maintain fuel storage and distribution system consistent with all applicable federal, state and local laws and regulations;
- xii. Provide fuel at wholesale cost for River District uses.
- xiii. maintain records of all fees collected and number of visitors and submit those records monthly to the contract administrator;
- xiv. from May 15 through October 15 each year, inspect, and decontaminate if necessary, every vessel launched to prevent aquatic nuisance species invasion in the Reservoir; and
- xv. from May 15 through October 15 each year, provide fee collection for ANS permits and ensure the public's compliance with the fee requirements.

B. Improvements. All Rec Area or Marina Operation improvements or changes to Concession Operations made by Contractor must be approved in writing by the River District. All plans for development, layout, construction, reconstruction or alteration of improvements on the Rec Area or Marina Operations, as well as revisions of such plans, must be prepared by a licensed engineer, architect and/or landscape architect unless otherwise approved by the River District. Such plans must be approved in writing by the River District before the commencement of work. Contractor may be required to furnish as-built plans, maps, or surveys, or other similar information upon completion of construction. All improvements made by Contractor are property of the River District unless otherwise agreed to in writing.

C. Maintenance. Contractor shall maintain the Rec Area improvements, the Rec Area, and Marina Operations to high standards of repair, orderliness, neatness, sanitation and safety acceptable to the River District and consistent with all applicable federal, state and local laws and regulations.

D. Hazard Analysis. Contractor has a continuing responsibility to identify and abate hazardous conditions in the Rec Area and Marina Operations which could affect Rec Area improvements, Marina Operations or pose a risk of injury to individuals or property. Except in emergency situations, any actions to abate such hazards shall be performed after consultation with the River District.

- E. Compliance with Law. Contractor assumes responsibility for compliance with all federal, state and local laws, ordinances and regulations which are applicable to the Rec Area operations, Concession Operations, and Marina Operations, covered by this Agreement. Contractor's obligations are not contingent upon any duty of the River District to inspect the premises. A failure by the River District or other governmental officials to inspect is not a defense to noncompliance with any of the terms and conditions of this Agreement.
- F. Fire Prevention and Suppression. Contractor shall take all reasonable precautions to prevent and suppress wild fires at the Rec Area. Open fires are prohibited at the Rec Area except in the developed, grated fire pits. Fireworks are also prohibited at the Rec Area.
4. Compensation of Contractor and Payments to the River District.
- A. Except as provided in 4.B. below, Contractor shall perform the Rec Area Work for the consideration of being permitted to collect and retain the fees authorized by the River District for use of the Rec Area facilities as described in Exhibit A and engage in limited retail sales at the Rec Area, subject to Contractor's payments to the River District required herein.
- B. Contractor will be compensated for Aquatic Nuisance Species Inspection and Decontamination \$8,000.00 monthly from May 15 through October 15, inclusive, for a total compensation of \$40,000.00 said compensation to be reviewed annually. Contractor shall be reimbursed for aquatic nuisance species program (ANS) supply costs in an amount not to exceed \$1,500.00 to be reviewed annually.
- i. The parties recognize that Contractor may at times require the assistance of subcontractors to accomplish the ANS Work. Contractor's retainage of such subcontractors shall be within its reasonable discretion, subject to the terms of this Agreement.
- ii. Notwithstanding the subcontracting of any portion of the ANS Work, Contractor shall remain directly responsible to the River -District for the performance thereof.
- iii. The rates and charges of any such subcontractor shall not exceed those which are identified for Contractor in Paragraph 4.B. without prior written authorization of the River District. The labor and expense charges of such subcontractors shall be fully subject to the provisions of Paragraph 4.B.
- iv. Contractor shall advise such subcontractors of the provisions in paragraphs 1.D. of this Agreement and secure any subcontractors agreement to adhere to those provisions.
- v. Contractor shall perform inspections consistent with all state and federal laws.

- vi. Contractor shall operate and maintain decontamination unit.
  - C. Contractor shall pay to the River District Fifty Percent (50%) of the gross revenues derived by Contractor from Rec Area operations authorized by this Agreement, and retain the remaining Fifty Percent (50%) of the gross revenues for itself. Gross revenues are defined as all of the income derived by Contractor from the operation of the campground and marina (*e.g.*, day use, group camp area use, camping, cancellation fees, boat slip rentals, and season pass fees as shown in Exhibit B). Gross sales do not include the amount of any sales or lodging taxes collected by Contractor. Exceptions to this revenue split are described in section 4.D below. The total fee due to the River District equals Contractor's gross revenues times the percentage return to the River District.
  - D. Contractor shall pay to the River District 10% of gross revenues from the Marina Operations including boat rentals, fuel sales, concession sales, and tube rentals and retain 90% of the gross revenues for itself. Gross revenues are defined as all of the income derived by Contractor from the Marina Operations and Concession Operations. Gross sales does not include the amount of any sales taxes collected by Contractor.
  - E. Contractor's payments shall be made to the River District monthly for the prior month's revenue receipts and sales and shall be remitted no later than thirty (30) days after the end of each month, and shall reference the contract number assigned to this Agreement (CA15032).
  - F. Contractor will send to the River District, 45 days prior to year-end (December 31), an operating statement reporting the results of the Rec Area operations and Marina Operations, including year-end adjustments. Contractor shall maintain accurate accounting records of all expenses incurred in connection with the Work and shall permit the River District to have access at all reasonable times to all records, account books, vouchers, invoices and payrolls relating to direct costs of the Work. Contractor will also include a balance sheet representing its financial condition at the close of the business year.
  - G. Contractor shall maintain accurate accounting records of all expenses incurred in connection with the Work and shall permit the River District to have access at all reasonable times to all records, account books, vouchers, invoices and payrolls relating to direct costs of the Work.
5. Term and Renewal. This Agreement shall terminate on November 15<sup>th</sup>, \_\_\_\_\_, notwithstanding the date of execution hereof. No representation is made by either party regarding the renewal of this Agreement upon expiration of the term hereof.
  6. Liability and Insurance.

- A. Contractor is responsible for the acts, errors and omissions of itself and its subcontractors, if any, and agrees to indemnify and hold harmless the River District for such actions, errors and omissions in the performance of the Work and the Marina Operations.
- B. Contractor assumes all risk of loss of property resulting from, but not limited to, theft, vandalism, fire, avalanches, rising waters, winds, falling limbs or trees, and acts of God. If authorized improvements are destroyed or substantially damaged, the River District shall determine whether the improvements can be safely occupied in the future and whether reconstruction should be allowed
- C. Contractor has an affirmative duty to protect from injury and damage the land, property and other interests of the River District at the Rec Area, including, but not limited to, fire suppression costs and all costs and damages associated with or resulting from the release or threatened release of a hazardous substance occurring during or as a result of Contractor's activities on or related to the Rec Area and/or Marina Operations. Contractor shall fully compensate the River District for damages occurring under the terms of this Agreement and shall be liable for all injury, loss or damage, including fire suppression, or other costs associated with rehabilitation or restoration of natural resources, both within and outside of the Rec Area, associated with Contractor's use or occupancy. Compensation shall include, but is not limited to, the value of resources damaged or destroyed, the costs of restoration cleanup or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney's fees) and other costs in connection therewith. With respect to roads, Contractor shall be liable for damages to all roads and trails of the River District open to public use caused by Contractor's use to the same extent as provided herein, except that liability shall not include reasonable and ordinary wear and tear.
- D. Contractor shall comply with all applicable federal, state and local laws and regulations, and shall indemnify, defend and hold the River District harmless for any violations incurred under any such laws and regulations or for any costs, damages, claims, liabilities and judgments arising from past, present and future operations of Contractor in connection with the use and/or occupancy authorized by this Agreement. This indemnification and hold harmless agreement includes, but is not limited to, operations and related acts and omissions of Contractor in connection with the use and/or occupancy authorized by this Agreement which result in: (1) violations of any applicable laws and regulations; (2) judgments, claims or demands assessed against the River District or third parties; (3) costs, expenses and damages incurred by the River District; or (4) other releases or threatened releases on or into land, property and other interest of the River District or third parties by solid waste, pollutants, and/or hazardous substance(s). Contractor's indemnification of the River District shall also include any damage to persons or property and other interests of the River District. The River District has



no duty to inspect the permit area or to warn of hazards, and, if the River District does inspect the Rec Area and/or Marina Operations, it shall incur no additional duty or liability for identified or non-identified hazards.

- E. Contractor shall purchase and maintain insurance which will protect it and the River District from claims set forth below which may arise out of, result from or relate to Contractor's performance of the Work and/or the Marina Operations, whether such performance be by itself, by any subcontractor, by anyone directly or indirectly employed by any of them or by anyone for whose acts, errors or omissions any of them may be liable:
- i. Claims under workers' compensation, unemployment compensation, disability benefits and other similar employee benefit acts;
  - ii. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees;
  - iii. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
  - iv. Claims for damages, other than for the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
  - v. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle or machine.
- F. Contractor's Commercial General Liability, Automobile Liability, and Workers' Compensation and Employer's Liability insurances required herein shall be written for limits of liability as follows:
- i. Commercial General Liability:
    - a) Bodily Injury & Property Damage:
      - \$1,000,000 each event
      - \$1,000,000 aggregate
    - b) Personal Injury:
      - \$1,000,000 each event
      - \$1,000,000 aggregate

- ii. Premises Pollution Liability Insurance
    - \$1,000,000 each event
    - \$1,000,000 aggregate
  - iii. Automobile Bodily Injury & Property Damage Liability:
    - The River District accepts the automobile insurance coverage on Exhibit C attached hereto
  - iv. Workers' Compensation and Employer's Liability:
    - a) Worker's Compensation: Statutory
    - b) Employer's Liability:
      - \$100,000 each accident
      - \$100,000 disease - each employee
      - \$500,000 disease - policy limit
- G. Upon execution of this Agreement, Contractor will supply the River District a certificate of each insurance policy required herein prior to commencement of the Work or at any time thereafter. With respect to Commercial Automobile Liability, Commercial General Liability, and Premises Pollution Liability the River District shall be included as an additional insured. Each certificate of insurance **must** reference the contract number assigned to this Agreement (**CA15032**).
- H. The parties recognize that the River District is a governmental entity subject to the provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.* Nothing herein is intended to waive any of the protections provided to the River District by the Colorado Governmental Immunity Act.
7. Termination.
- A. Contractor agrees that the River District may terminate this Agreement if the River District determines in its sole discretion that: (1) Contractor violated the terms of this Agreement; (2) Contractor is failing to produce results that meet the specifications of this Agreement; or (3) Contractor has failed to produce results that meet the specifications of this Agreement. Contractor also agrees that the River District may terminate this Agreement if the River District determines in its sole discretion to cease, delay or alter the Work. The River District may terminate this Agreement by giving written notice to Contractor.
  - B. The River District agrees that Contractor may terminate this Agreement in the event of non-payment of compensation as specified herein within thirty (30) days after such payment is due.
  - C. In the event that this Agreement is terminated by either party prior to the completion of the Work, Contractor shall be entitled to compensation only for such portions of the Work as were satisfactorily completed by it and only in an amount which does

not exceed the budget for such tasks.

8. Miscellaneous.

A. Notices.

- i. The River District designates Kem Davidson as its representative (“Contract Officer”) to act for the River District in connection with this agreement. The address, telephone number and fax number for notices and communications are:

Colorado River Water Conservation District  
P. O. Box 1120 P.O. Box 1115  
Glenwood Springs, Colorado  
Phone: (970)724-9525  
Fax: (970) 945-8799  
E-mail: [kdavidson@crwcd.org](mailto:kdavidson@crwcd.org)

The Contract Officer shall be available as necessary for inspecting and approving the Work, authorizing allowable changes to the Work, and for approving invoices and other records of Contractor. The Contract Officer may delegate Work and authority to others as desired, confirming such action in writing to Contractor. The River District’s Secretary/General Manager may assign a different Contract Officer for this Agreement by providing written notice to Contractor.

- ii. Contractor designates \_\_\_\_\_ as its representative (“Project Manager”) to act for Contractor in connection with this Agreement. The address, telephone number and fax number for notices and communications are:

The Project Managers shall be available for conferring with, receiving requests and taking communications from the River District. The Project Manager shall be responsible for taking all actions required to effect this Agreement on behalf of Contractor. Contractor will not assign a different Project Manager for this Agreement without advance written approval by the River District.

- B. Assignment. This Agreement is personal in nature and shall not be assigned by Contractor unless prior written approval is obtained from the River District, acting through its Contract Officer or General Manager.

- C. Annual Appropriations. Nothing in this Agreement is intended or shall be

construed to create a multiple fiscal year financial obligation or debt of the River District. Where activities or payment obligations provided in this Agreement extend beyond the current fiscal year, continued expenditures or appropriations are contingent on the approval of the Board of Directors of the River District.

- D. Binding Effect and Authorization. This Agreement shall be binding upon both parties hereto and their respective heirs, executors, administrators, successors and assigns. The person(s) executing this Agreement on behalf of the Contractor represent and warrant to the River District that they are fully authorized to do so and that all necessary actions have been taken by Contractor to make this Agreement fully binding upon Contractor upon their execution thereof.
- E. Specific Performance. This is an Agreement for performance of unique services by Contractor. The Agreement may, at the option of the River District, be enforced by an action for specific performance.
- F. Choice of Law and Jurisdiction. This Agreement is made and performed in Colorado. The laws of the State of Colorado shall be applied in the interpretation, execution and enforcement of this Agreement. The parties agree that the trial of any action arising out of any dispute hereunder shall be in the District Court in and for the County of Garfield, Colorado.
- G. Entire Agreement and Amendments. This Agreement, with any exhibits hereto, is the complete integration of all understandings between the parties concerning the Work. No prior or contemporaneous oral representation, addition, deletion or other amendment hereto shall have any force or effect whatsoever unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, oral representation or other amendment of this Agreement shall have any force or effect unless embodied in a written contract modification executed and approved by both parties.

(continued on next page)

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions stated above.

COLORADO RIVER WATER CONSERVATION  
DISTRICT, acting by and through its Colorado River  
Water Projects Enterprise

Date: \_\_\_\_\_ By: \_\_\_\_\_  
David H. Merritt, President

ATTEST: APPROVED AS TO FORM:  
\_\_\_\_\_  
Andrew A. Mueller, Secretary/General Manager Jason V. Turner, Senior  
Counsel

By: \_\_\_\_\_  
Name: \_\_\_\_\_

DRAFT: NOT FOR EXECUTION

## EXHIBIT A

The Recreation Area (Rec Area) is located on property owned by the Colorado River Water Conservation District, acting by and through its Colorado River Water Projects Enterprise (River District), situated in Section 13, T2N, R91W, 6th P.M., Grand County, Colorado and is bounded by the reservoir to the East, U. S. Highway 40 to the West, Alkali Slough to the South, and Pass Creek to the North. The Maintenance and Operations Facility for the Wolford Mountain Reservoir Project is located within the boundaries of the Rec Area, but is not a component of the license granted to Contractor or available for Contractor's use under this Agreement.

The Rec Area consists of:

(1) **Campground.** The campground consists of seventy-seven (77) individual campsites. Fifty-one of the campsites include electric hook-ups, picnic tables and grills, twenty-four (24) of those sites have slabs and shelters, and twenty-seven (27) have only slabs. The remaining twenty five (25) sites are primitive, with only tables and grills. There are two restroom blocks located within the campground area with composting toilets, and sinks and one vault toilet in the Group area D. Sites 18a, 18b, 19a, and 19b are designated as Host campsites. Site 51 has only electrical hook up, a table and a grill.

(2) **Boat Launch/Day Use Parking Area.** This area consists of a 32' wide concrete boat ramp extending from elevation 7,450 to 7,490 with a courtesy dock. There is a restroom block, a composting fish station and a large group picnic shelter. Parking for over 100 vehicles is in this area.

(3) **Group Camp/Picnic Area.** An additional day use area is located south of the boat launch area and contains a large picnic shelter, one restroom, and parking. This site may also be used as a group camp site when Group Sites A and B are occupied.

(4) **Group Camp Areas.** Group Area A and B are located at the far southern end of the Rec Area, the group use area consists of a restroom block and two large picnic shelters with a large parking lot, eleven thirty-amp electrical outlets, and one fifty-amp electrical outlet. This area is located on the edge of a reservoir embayment and has an open area for pitching tents. Two docks are also provided for this group area. An additional Group Camp Area, Group Area C, is located in the gravel at the end of the day use parking lot. There is a 24' long dock located south of this Group Area C which is available for the Group Camp/Picnic Area as well as the Group Site C. Group Area D is located at end of Day Use parking lot and is designated for tent us only and must have a group of at least 8 tents.

Several potable water stations are located within the Rec Area. A dump station is available on site.

(5) **ANS Boat Inspection Station.** Located just west of the main boat launch ramp.

(6) **Marina/Boat Rental/Slips Area.** Located on the northwest portion of the Rec Area containing the River District's docks with approximately 41 slips for the public. A fuel dock may be used to supply fuel for rental boats, the River District patrol boat, as well as for sale to the public.

DRAFT: NOT FOR EXECUTION

**EXHIBIT B**

The fee schedule for Wolford Mountain Reservoir Rec Area is as follows:

<u>INDIVIDUAL CAMPSITE FEE:</u>	\$ 35.00 per night for campers or trailers \$30.00 for tent camping \$240.00 per week \$900.00 per month
Late Checkout Fee	\$10.00 (noon to 6 p.m.)
<u>DUMP FEE NON-CAMPING</u>	\$30.00
<u>GROUP CAMP AREA: A&amp;B</u>	\$250.00 per day for 8 camping units (by reservation only)
Extra camping unit fee	\$25.00 per unit
Max capacity 60 people	
Long term discount	20% for 2 weeks or longer
<u>GROUP CAMP C /PICNIC AREA:</u>	\$200.00 per day (by reservation only) for 8 camping units
Extra camping unit fee	\$25.00 per unit
Max capacity 60 people	
<u>GROUP CAMP D AREA:</u>	\$150.00 per day for 8 camping units
Extra camping unit fee	\$20.00 per unit
Max capacity 60 people	
<u>DAY USE/CAMPING:</u>	\$ 10.00 per vehicle per day
<u>DAY USE ANNUAL PASS:</u>	\$100.00 valid for daily entry May 1-April 30 of following calendar year (not including camping fees). After October 1, Annual Day Use Pass is \$30.00 but expires April 30
<u>CAMPING CANCELLATION FEE:</u>	\$10.00
<u>BOAT DECONTAMINATION FEE :</u>	\$25 per decontamination
<u>MARINA SLIP RENTAL FEE</u>	



Weekday (Mon-Thurs)	\$25 per night
Weekend Fri-Sun)	\$45 per night
Weekly (7 days)	\$100 per week
Season (May15- Oct 15)	\$1000 per year
	Includes annual day pass, season ANS fee, and trailer parking. Limited to same calendar year.

DRY BOAT STORAGE FEE

\$50 weekly

Long term discount

20% for 2 weeks or longer

**SPECIAL EVENTS:** Special Events and large groups will be considered on a case by case basis and fees/conditions for each event must be approved in writing by the River District prior to the event.

**Dates and hours of operation of Wolford Mountain Reservoir Rec Area are as follows:**

Campground: 7 days a week, 24 hours a day, 365 days per year. From the period of October 1 through May 1 of each year, no water service is available.

Rec Area: 7 days a week, 24 hours a day, 365 days per year. Camping limited to A Loop Camp Area from Nov 15 until snow cover allows.

Boat Launch: May 15<sup>th</sup> thru October 15<sup>th</sup> 7a.m. – 7 p.m.

**Exhibit C**

**Reporting Template**