



Town of Grand Lake Board of Trustees Workshop & Meeting

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

12-13-2021 Board of Trustees Workshop & Evening Meeting LIVE in the Town Hall Board Room – 1026 Park Avenue

Please click on the link below for remote viewing. Public comments can be submitted no later than 3PM on Monday, December 13th for those not able to attend in person.

Please join my meeting from your computer, tablet, or smartphone.

<https://www.gotomeet.me/JennThompson/board-of-trustees-workshop--evening-meeting>

You can also dial in using your phone.

United States: [+1 \(408\) 650-3123](tel:+14086503123)

Access Code: 828-362-373

Evening Meeting – 3:30 PM

- A. Call to Order
- B. Pledge of Allegiance
- C. Announcements
- D. Roll Call
- E. Conflicts of Interest
- F. **Executive Session for the purpose of receiving legal advice e regarding the CIRSA investigative report, pursuant to Section 24-6-402(4)(b), Colorado Revised Statutes**
- G. **Executive Session pursuant Section 24-6-402(4)(f), Colorado Revised Statutes, for a Personnel matter related to the Town Manager**
- H. Adjourn to Workshop, Evening Meeting to reconvene at 6:30 PM

Workshop – 4:30 PM

1. Call to Order
2. Roll Call
3. Conflicts of Interest
4. Rocky Mountain National Park Report **(W2)**
5. Three Lakes Water and Sanitation Report
6. Continental Divide Trail report/presentation – Katie Hearsom **(W20)**
7. Housing Discussion Re: Lone Eagle Lodge

Evening Meeting – 6:30 PM

- I. Reconvene Meeting
- J. Manager's Report
- K. Public Comments (limited to 3 minutes)
- L. Consideration to approve Meeting Minutes dated November 22, 2021 **(E2)** and Meeting Minutes dated December 3, 2021 **(E11)**
- M. Consideration to Approve Accounts Payable for December 2021 **(E13)** Financial Reports **(E22)**
- N. Public Works Report
- O. Consideration of a Contract with GCWIN - Grand County Water Info Network **(E30)**
- P. Consideration of a Contract with Grand Lake Area Historical Society **(E38)**
- Q. Consideration of a Contract with Hilly Lawn for 2022 **(E46)**
- R. Consideration of an Amendment extending the Town Manager's contract through January 2022 **(E49)**
- S. Discussion regarding New Year's Eve Fireworks
- T. Mayors Report
- U. Future Items for Consideration
- V. Adjourn Meeting

Statement of Purpose: Workshops are held in the afternoon prior to each Board of Trustee meeting. Workshops are conducted:

- 1) To ensure that the Board Members have adequate information and background to make informed decisions on various items.
- 2) To provide the Trustees with a forum to frame emerging issues and to discuss potential alternatives to address these issues.
- 3) To learn about important events affecting the Town and to provide a chance for citizens to bring "for your information" items to the Trustees.
- 4) To make efficient and effective use of citizens time at Board meetings but allow citizens time to make their comments known in a recorded meeting.

RECORD OF PROCEEDINGS

Regular Meeting Town of Grand Lake – Board of Trustees Monday November 22, 2021, 6:00 PM

CALL TO ORDER: The regular meeting of the Board of Trustees was called to order by Mayor Steve Kudron at 6:00 P.M. in the Town Hall Board Room

PLEDGE OF ALLEGIANCE: Mayor Kudron led everyone in reciting the Pledge of Allegiance

ROLL CALL PRESENT: Mayor Kudron, Mayor Pro-Tem Bjorkman, Trustees Arntson, Bruton and Bergquist; Town Clerk Thompson, Town Manager Crone

ABSENT Trustee Southway – Trustee Calvin-Braleay

Consideration to Excuse Trustee Southway and Trustee Calvin-Braleay

Mayor Pro-Tem Bjorkman made a motion to excuse Trustee Southway and Trustee Calvin-Braleay from the workshop and evening meeting. Trustee Bruton seconded the motion. Town Clerk Thompson called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bjorkman	Aye
Trustee Southway	Absent
Trustee Bergquist	Aye
Trustee Calvin-Braleay	Absent
Trustee Arntson	Aye
Trustee Bruton	Aye

ANNOUNCEMENTS: Mayor Kudron announced: Please turn off all cell phones during the meeting

CONFLICTS OF INTEREST: Mayor Kudron stated if there are any conflicts of interest with any item on this evening agenda, Trustees may announce their conflict at this time

Mayor Kudron will excuse himself from discussion and vote on Resolution 35-2021, waiving Use and Sales Tax for Main Street Open for Business Grant projects

MANAGERS REPORT: Unfortunately, COVID is rapidly becoming a problem again in Colorado and Grand County. We are seeing a lot of breakthrough cases. Fortunately, the breakthrough cases are almost always significantly less than non-vaccinated cases. We are expecting another spike as winter tourism starts ratcheting up. On Friday, November 25th at 5pm the Town will be holding its annual tree lighting ceremony in Town Park. This event coincides with the Olde Fashioned Holiday Craft Bazaar being held in the Community House. The Secret Santa organizers are reassessing the risk and will make determinations about whether to go forward in the near future.

The consultants are reaching out for applicants for the steering committee. The committee will meet several times after the holidays to help our consultants put together the draft plan. Please keep an eye on the Town's webpage and the Town's Facebook page for more details on applying to be a member of the steering committee.

RECORD OF PROCEEDINGS

We have an updated schedule which we will be posting on the Town webpage next week. Park Avenue is almost completed. We are still working on getting the streetlights installed. Next spring, we will complete the landscaping. Staff will be assessing the project over the winter and next spring as the snow melts.

After discussions with Town staff and the Mayor, it has been decided that the Annual Holiday Banquet should be canceled again this year. The Town will once again distribute gift cards that can be used at local restaurants and shops so that people can safely enjoy their holidays at home. The new DC Fast Charge stations are up and running on Park Avenue right behind the basketball court / ice skating rink. The cost is 43 cents per kilowatt (which is similar to most fast charge stations). The stations are capable of charging up to 125 kilowatts per hour (62.5 if both stations are being used).

The Town offices will be closed on Thanksgiving and on Friday, November 26th. There will be staff working on Friday; however, due to the large number of employees who are taking personal days, it would be impossible to give adequate coverage at Town Hall. The Boards next meeting is scheduled for December 13th. The Board has decided to cancel the second meeting in December, so our next meeting after December 13th will be on January 10, 2022.

UNSCHEDULED PUBLIC COMMENTS:

Mayor Kudron announced this time is reserved for members of the Public to make a presentation to the Board on items or issues that are not scheduled on the agenda. The Board will not discuss or debate these items, nor will the Board make any decisions on items presented during this time. Rather, the Board will refer the items to Staff for follow up. If a member of the public wishes to comment regarding items on the Agenda, time will be allocated at the beginning of each non-quasi-judicial item. For items of a quasi-judicial nature, time will be allocated during the public hearing for the item. Time limited for Public comments is 3 minutes.

John Rourke – 1015 Mountain Avenue

You probably recognize me over the past five months. I've been coming up here with the same questions and I still have not gotten any answers so I will give you an update. Besides having the vehicles and RV's and heavy equipment sitting there for five months we now have a new RV and besides having one dumpster, we now have two dumpsters on the street, so things are growing. People are using Mountain Avenue like it's their RV park while nobody has been sleeping there lately, so that's a good thing. The other update to bring up is that I was supposed to talk to the Trustees at a workshop, I was called by the Mayor and was told that I was off of the agenda because of sickness, which really had nothing to do with it because I wanted to talk to you. I did not want to talk to the Code Enforcement Office because he takes rules from you. He does not make the rules.

I was told by the Mayor, and I don't have proof because I did not record it, that the Town Manager told him (Mayor) that he could not enforce the rules of the Ordinances for the street and what happens on Town land. It's only six months and guess what, he's here now and once again all I want is an answer. I don't care if it's right or wrong. If you don't like it, change it. I've been a Trustee. You know how you change it? You tell Staff to write something up and you vote on it and it's changed, it's that quick. You can spend millions of dollars out here, but you can't tell me what can happen on Town property.

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Now, there are also people on my street who would like to park their RV's and stuff across the street on Town land, but they are afraid to. I think I'll close with that. Thank You.

Trustee Bruton – I have a question to ask you (John Rourke). Real quick, our Mayor said the Town Manager said that Code could not be enforced?

John Rourke – No, the Mayor informed me that the Town Manager told him (the Mayor) that he cannot enforce the Ordinances for the Town. This is what the Mayor told me. You know, you have to work with him, you hired him. Why do we have a Code Enforcement Officer if whatever he does cannot be enforced? I'll take the money; I'll take the job!

Gothard Lane – 1302 Spruce Drive

On a slightly lighter note, is there any way we can get Happy Thanksgiving on the Town sign? I mean, 99.9% of the people who will be sitting someplace in this Town on Thursday are going to be celebrating Thanksgiving. I don't understand what the issue is. It's kind of a simple thing. The sign at the entrance to Town, it's got the tree lighting thing which is good. But there is room above it, there's room below it. Just have it say Happy Thanksgiving. I'm an old guy, gray hair, so I think old fashioned. I think having Happy Thanksgiving on our sign is a good thing.

Once you take that down, maybe Merry Christmas? OK? I mean the Town Manager is talking about the Christmas dinner and Christmas festivities, everybody is going to be celebrating Christmas. I look it up and there's a hundred and ninety free countries in the world, which a hundred and sixty celebrate Christmas. I would like to see something with the Town that says Merry Christmas. If somebody else wants something else up too I have no problem with that. I just think this Town is a neat Town and I think it's a neat Christmas village at Christmas time. So, the more this Town can do to make this a Christmas village the better for everybody. More business, more people. To me, I just don't understand the issue, that's my two cents.

MEETING MINUTES:

Consideration to approve the meeting minutes dated October 25, 2021

Trustee Bruton made a motion to approve the meeting minutes dated October 25, 2021. Mayor Pro-Tem Bjorkman seconded the motion. Town Clerk Thompson called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bjorkman	Aye
Trustee Southway	Absent
Trustee Bergquist	Aye
Trustee Calvin-Brale	Absent
Trustee Arntson	Aye
Trustee Bruton	Aye

Consideration to approve the meeting minutes dated November 8, 2021

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Mayor Pro-Tem Bjorkman made a motion to approve the meeting minutes dated November 8, 2021. Trustee Bergquist seconded the motion. Town Clerk Thompson called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bjorkman	Aye
Trustee Southway	Absent
Trustee Bergquist	Aye
Trustee Calvin-Brale	Absent
Trustee Arntson	Aye
Trustee Bruton	Aye

FINANCIAL REVIEW: Consideration to approve Accounts Payable for November 2021

Trustee Arntson made a motion to approve accounts payable for November 2021. Mayor Pro-Tem Bjorkman seconded the motion. Town Clerk Thompson called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bjorkman	Aye
Trustee Southway	Absent
Trustee Bergquist	Aye
Trustee Calvin-Brale	Absent
Trustee Arntson	Aye
Trustee Bruton	Aye

QUASI-JUDICIAL: Consideration of a Special Event Liquor Permit for the Grand Arts Councils Third Annual Comedy Night at the Community House on January 1, 2022, 5 to 11 PM

Trustee Bergquist made a motion to approve the Special Event Liquor Permit, as presented. Trustee Arntson seconded the motion. Town Clerk Thompson called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bjorkman	Aye
Trustee Southway	Absent
Trustee Bergquist	Aye
Trustee Calvin-Brale	Absent
Trustee Arntson	Aye
Trustee Bruton	Aye

NEW BUSINESS: Consideration of Resolution 34-2021, a Resolution granting a Burn Permit for the Grand Lake Lodge

Trustee Arntson made a motion to approve Resolution 34-2021, as presented. Mayor Pro-Tem Bjorkman seconded the motion. Town Clerk Thompson called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bjorkman	Aye
Trustee Southway	Absent
Trustee Bergquist	Aye
Trustee Calvin-Brale	Absent

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Trustee Arntson	Aye
Trustee Bruton	Aye

Consideration of Resolution 35-2021, a Resolution waiving Use and Sales Tax for Main Street Open for Business projects

Trustee Bruton made a motion to approve Resolution 35-2021, as presented. Trustee Bergquist seconded the motion. Town Clerk Thompson called the vote:

Mayor Kudron	Abstain
Mayor Pro-Tem Bjorkman	Aye
Trustee Southway	Absent
Trustee Bergquist	Aye
Trustee Calvin-Brale	Absent
Trustee Arntson	Aye
Trustee Bruton	Aye

Consideration to appoint Heike Wilson as the new Town Treasurer

Mayor Pro-Tem Bjorkman made a motion to appoint Heike Wilson as the new Town Treasurer. Trustee Bruton seconded the motion. Town Clerk Thompson called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bjorkman	Aye
Trustee Southway	Absent
Trustee Bergquist	Aye
Trustee Calvin-Brale	Absent
Trustee Arntson	Aye
Trustee Bruton	Aye

Consideration of Resolution 36-2021, a Resolution authorizing Signatories to Town bank accounts

Trustee Bergquist made a motion to approve Resolution 36-2021, removing Trustee Cynthia Southway and adding Trustee Michael Arntson as Financial Trustee. Mayor Pro-Tem Bjorkman seconded the motion. Town Clerk Thompson called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bjorkman	Aye
Trustee Southway	Absent
Trustee Bergquist	Aye
Trustee Calvin-Brale	Absent
Trustee Arntson	Aye
Trustee Bruton	Aye

Consideration of Resolution 37-2021, a Resolution adopting the 2022 Budget

Trustee Arntson made a motion to approve Resolution 37-2021, as presented. Mayor Pro-Tem Bjorkman seconded the vote. Town Clerk Thompson called the vote:

Mayor Kudron	Aye
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Mayor Pro-Tem Bjorkman	Aye
Trustee Southway	Absent
Trustee Bergquist	Aye
Trustee Calvin-Braleley	Absent
Trustee Arntson	Aye
Trustee Bruton	Aye

Consideration of Resolution 38-2021, a Resolution appropriating sums of money to various funds

Mayor Pro-Tem Bjorkman made a motion to approve Resolution 38-2021, as presented. Trustee Arntson seconded the motion. Town Clerk Thompson called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bjorkman	Aye
Trustee Southway	Absent
Trustee Bergquist	Aye
Trustee Calvin-Braleley	Absent
Trustee Arntson	Aye
Trustee Bruton	Aye

Consideration of Resolution 39-2021, a Resolution for Mill Levy for Property Taxes for the year 2022

Trustee Bergquist made a motion to approve Resolution 39-2021, as presented. Trustee Arntson seconded the motion. Town Clerk Thompson called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bjorkman	Aye
Trustee Southway	Absent
Trustee Bergquist	Aye
Trustee Calvin-Braleley	Absent
Trustee Arntson	Aye
Trustee Bruton	Aye

Consideration of Approval of a Major Land Use Development at 505 Grand Avenue; Preliminary Development Application

Mayor Pro-Tem Bjorkman made a motion to approve the Major Land Use development at 505 Grand Avenue, with following conditions: A. Upon approval of a Zoning Variance request for Residential Workforce Housing in the first 50' of a Commercial Zone at 505 Grand Avenue. B. Upon approval of a Variance from Parking Regulations and Design Standards Request at 505 Grand Avenue to allow a reduction of required parking spaces by 6. C. That the Applicant will deed restrict the 6 residential units for workforce (affordable) housing and work with the Board of Trustees to decide the Deed Restriction details. Trustee Arntson seconded the motion. Town Clerk Thompson called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bjorkman	Aye
Trustee Southway	Absent
Trustee Bergquist	Aye

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Trustee Calvin-Braleley	Absent
Trustee Arntson	Aye
Trustee Bruton	Aye

Consideration of Resolution 40-2021, a Resolution with Variance from Parking Regulations and Design Standards at 505 Grand Avenue

Trustee Arntson made a motion to approve Resolution 40-2021, with the following condition: The applicant will record, with the County, a deed restriction for attainable housing on the parcel, prior to obtaining any certificate of occupancy, thus restricting the units for sale to low-income housing and not sold at market rate unless otherwise approved by the Board of Trustees. Mayor Pro-Tem Bjorkman seconded the motion. Town Clerk Thompson called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bjorkman	Aye
Trustee Southway	Absent
Trustee Bergquist	Aye
Trustee Calvin-Braleley	Absent
Trustee Arntson	Aye
Trustee Bruton	Aye

Consideration of Resolution 41-2021, a Resolution with 50ft Setback Zoning Variance at 505 Grand Avenue

Mayor Pro-Tem Bjorkman made a motion to approve Resolution 41-2021, with the following condition: The applicant will record, with the County, a deed restriction for attainable housing on the parcel, prior to obtaining any certificate of occupancy, thus restricting the units for sale to low-income housing and not sold at market rate unless otherwise approved by the Board of Trustees. Trustee Bruton seconded the motion. Town Clerk Thompson called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bjorkman	Aye
Trustee Southway	Absent
Trustee Bergquist	Aye
Trustee Calvin-Braleley	Absent
Trustee Arntson	Aye
Trustee Bruton	Aye

MAYORS REPORT:

Trustees and those in attendance, today you affected change in our Town. You have funded Public Works, our infrastructure, you have funded summer programming for kids, you have helped to fund our Creative District and the desperate programming needs that our community has in the creative arts. You have funded our staff and let them know how important they are to us. You are taking action on things like housing and water and our future, and that's great. We should be very proud of that work. We've been doing this for a good part of the year and it culminates these Resolutions. What I do want to remind all of us is that the work that has been done recently is kind of like remodeling a house.

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We took all the stuff that was being moved around and we put it in the garage. As anybody knows that when you clean your garage it takes like ten times the time and effort that it does to do any original project. It's kind of like I'm learning to tell my wife when she asks how long a project takes, you have to remember it takes time to get started and time to clean up. So, we've got our projects going but we have to keep our eye on the ball to get everything from the garage back where it belongs. That's a lot of small things, those are things like Mr. Rourke brings up. Those are things like addressing the challenges of why our enforcement right now is hamstrung.

I don't think "can't" is the best word. But we are hamstrung there. This Board will prioritize getting that out of the way so that we can move forward and enforce our codes. That also means that we have to enforce it throughout our Town. Mr. Rourke lives on Mountain Avenue and Mr. Rourke sees Mountain Avenue every day. I see Park Avenue every day, you see Lake Avenue every day. We all see our Avenues every day and they all have code violations on them. Some of them are just as big as our friend finds. The pop-up camper there is just, it exacerbates things. But, Trustee Bruton you are right for raising your eyes. That does need to be done. We have to stop talking about it and we have to get these things cleaned up.

The front of the stores going down Grand Avenue looks pretty clean. We have been taking care and getting ready for the winter, more so than they have in the past. But it's still not done. I'm glad that our Town is showing by example and cleaning up our stuff. I appreciate that and it looks good. So, if you see our Public Works guys tell them thanks. With all those tables picked up and they put them all away and that one little gazebo that got built for the summertime, they put a picnic table under there. I thought how great is it that during a snowstorm somebody can still have a picnic by the lake. We've come a long way and we have a long way to go. We could not have done it without our Manager keeping us straight, our Clerk working on jobs that were hers and jobs that she did not know were hers that she got to learn. And our Treasurer is going to learn all about the books and we've got to find her that binder. Those are the things in the garage that we have to get off the shelf. We put the cookbooks away when they remodel the kitchen but you better get those cookbooks out.

I encourage all of us to keep your enthusiasm, keep thinking about the ways that we can make our Town work better. I am going to be asking for input from individuals as we have identified many of the priorities as a Board with the housing issues, water issues, our land use issues. As we've been thinking about what the future looks like I think it's time that we start asking the questions and putting those ideas out to the public. Much the same was as we kind of got some input on the lands. I want 2022 to be a new way that we start getting some public input so that the vision of our future that includes using the lands that we have purchased and the efforts that we have gone to show that the problems are getting solved. They are getting solved, not just with the seven of us, but with the community and the communities engagement. I look forward to that in 2022. With that, I thank you all.

**FUTURE ITEMS &
STAFF DIRECTION:**

505 Grand Avenue Project Update
Update Bank Account signers with the bank
Rapids Lodge sale of 8 units

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Consideration to enter into Executive Session, Pursuant to C.R.S> 24-6-402(4)(1) to determine positions relative to matters that may be subject to negotiations; develop strategy for negotiations, and instruct negotiators regarding a possible workforce housing project

Trustee Arntson made a motion to enter into Executive Session. Trustee Bergquist seconded the motion. Town Clerk Thompson called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bjorkman	Aye
Trustee Southway	Absent
Trustee Bergquist	Aye
Trustee Calvin-Brale	Absent
Trustee Arntson	Aye
Trustee Bruton	Aye

The Board of Trustees entered into Executive Session at 8:05 PM

ADJOURNMENT:

Mayor Bro-Tem Bjorkman made a motion to adjourn the meeting. Trustee Bergquist seconded the motion. Town Clerk Thompson called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bjorkman	Aye
Trustee Southway	Absent
Trustee Bergquist	Aye
Trustee Calvin-Brale	Absent
Trustee Arntson	Aye
Trustee Bruton	Aye

This meeting of the Board of Trustees was adjourned at 8:40 PM.

(Attest)

Jennifer Thompson, Town Clerk

Steve Kudron, Mayor

RECORD OF PROCEEDINGS

Emergency Meeting Via Zoom Online Town of Grand Lake – Board of Trustees Friday December 3, 2021

CALL TO ORDER: This Emergency Meeting of the Board of Trustees was called to order by Mayor Steve Kudron at 9:06 AM via Zoom

ROLL CALL PRESENT: Mayor Kudron, Mayor Pro-Tem Bjorkman, Trustees Southway, Bruton and Bergquist; Town Clerk Thompson, Town Manager Crone

ABSENT Trustee Calvin-Brale and Trustee Arntson – Trustee Bergquist joined at 9:18 AM

CONFLICTS OF INTEREST: Mayor Kudron stated if there are any conflicts of interest with any item on this agenda Trustees may announce their conflict at this time

Mayor Kudron excused himself from Accounts Payable item – Main Street Open for Business Grant

FINANCIAL REVIEW: **Consideration to approve Accounts Payable for Main Street Open for Business Grant**

Trustee Southway made a motion to approve Accounts Payable for the Main Street Open for Business Grant advance payment #1 in the amount of \$479,391.04. Trustee Bruton seconded the motion. Town Clerk Thompson called the vote:

Mayor Kudron	Abstain
Mayor Pro-Tem Bjorkman	Aye
Trustee Southway	Aye
Trustee Bergquist	Absent
Trustee Calvin-Brale	Absent
Trustee Arntson	Absent
Trustee Bruton	Aye

Consideration to approve Accounts Payable for United Companies Streetscape invoice

Mayor Pro-Tem Bjorkman made a motion to approve Accounts Payable for the United Companies invoice in the amount of \$489,960.60. Trustee Bruton seconded the motion. Town Clerk Thompson called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bjorkman	Aye
Trustee Southway	Aye
Trustee Bergquist	Aye
Trustee Calvin-Brale	Absent
Trustee Arntson	Absent
Trustee Bruton	Aye

Trustee Southway – I am concerned that we had to call an emergency meeting to pay Town bills. It is understandable that the Main Street grant needed to be paid because the timeframe for work completion was so short. I don't see any reason that the \$1/2

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million invoice for United Companies was not included in the Accounts Payable on November 22, 2021.

Manager Crone – The invoices were left out by mistake.

Trustee Southway – Leaving out a \$1/2 million invoice is not acceptable and is a sign that the Town is not following standard accounting practices. Along with the Town not putting out complete financial reports since last January, I am concerned that the Town books might not be in balance.

ADJOURNMENT:

Trustee Southway made a motion to adjourn the meeting. Mayor Pro-Tem Bjorkman seconded the motion. Town Clerk Thompson called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bjorkman	Aye
Trustee Southway	Aye
Trustee Bergquist	Aye
Trustee Calvin-Braley	Absent
Trustee Arntson	Absent
Trustee Bruton	Aye

This meeting of the Board of Trustees was adjourned at 9:28 AM.

(Attest)

Jennifer Thompson, Town Clerk

Steve Kudron, Mayor

Invoice Date	GL Account and Title	Description	Net Invoice Amount
AFFILIATED BENEFITS CONSULTANTS INC			
11/30/21			
11/30/2021	10-415-355 Professional Services-Other	ADMIN - FSA & HRA ADMINISTRATION-NOV	115.00
Total 11/30/21:			115.00
Total AFFILIATED BENEFITS CONSULTANTS INC:			115.00
ALLIANCE ELECTRIC SOLUTIONS LLC			
1809			
11/24/2021	90-931-917 Streetscape-Above Ground	NEW METER, INSTALL NEW TRANS SOCKET-PARK AVE CHARGING STATION	5,750.00
Total 1809:			5,750.00
Total ALLIANCE ELECTRIC SOLUTIONS LLC:			5,750.00
BANK MIDWEST			
01902310144-00001-DEC			
11/16/2021	10-815-982 Land Acquisition - Principal	STANLEY PROP-LOAN PAYMENT-PRINC-DEC 2021	95,000.00
11/16/2021	10-815-983 Land Acquisition-Interest	STANLEY PROP-LOAN PAYMENT-INTEREST-DEC 2021	22,372.50
Total 01902310144-00001-DEC:			117,372.50
Total BANK MIDWEST:			117,372.50
BLACKWELL OIL CO, INC			
13394			
08/06/2021	40-460-231 Fuel	MARINA-UNLEADED GAS @ 3.217	1,449.90
Total 13394:			1,449.90
Total BLACKWELL OIL CO, INC:			1,449.90
BOBCAT OF THE ROCKIES			
13189645			
11/29/2021	10-431-233 Equipment Maintenance	PW-BRACKET STRIKER	59.05
Total 13189645:			59.05
Total BOBCAT OF THE ROCKIES:			59.05
BROWNS HILL ENGINEERING & CONTROLS			
22220			
12/01/2021	20-430-320 Telemetry Maintenance	WATER-PROJECT 19-519 SERV WORK/CELLULAR SERV FEE DEC 21	85.00
Total 22220:			85.00
Total BROWNS HILL ENGINEERING & CONTROLS:			85.00
CANON FINANCIAL SERVICES INC			
0793418-001-FEB 2022			
12/01/2021	10-223100 Prepaid Fees	ADMIN-CANON COPIER LEASE-FEB 2022	173.00
Total 0793418-001-FEB 2022:			173.00
0793418-001-JAN 2022			
12/01/2021	10-223100 Prepaid Fees	ADMIN-CANON COPIER LEASE-JAN 2022	173.00

Invoice Date	GL Account and Title	Description	Net Invoice Amount
Total 0793418-001-JAN 2022:			173.00
Total CANON FINANCIAL SERVICES INC:			346.00
CARQUEST AUTO PARTS STORES			
15452-117199			
11/01/2021	10-431-233 Equipment Maintenance	PW-HYDRAULIC HOSES BULK, SYDR FITTINGS	311.70
Total 15452-117199:			311.70
Total CARQUEST AUTO PARTS STORES:			311.70
CASELLE INC			
113670			
12/01/2021	10-223100 Prepaid Fees	ADMIN - SOFTWARE SUPPORT JAN 2022	425.00
12/01/2021	10-223100 Prepaid Fees	WATER - SOFTWARE SUPPORT JAN 2022	425.00
Total 113670:			850.00
Total CASELLE INC:			850.00
CENTURYLINK			
11/25/21			
11/25/2021	40-460-344 Telephone/Internet Utility	MARINA - 970-627-5031 NOV	35.33
11/25/2021	20-430-344 Telephone Utility	WATER - 970-627-3936 NOV	63.41
Total 11/25/21:			98.74
Total CENTURYLINK:			98.74
CLUB 20			
21854			
01/01/2021	10-223100 Prepaid Fees	BOT - MEMBERSHIP 2022	200.00
Total 21854:			200.00
Total CLUB 20:			200.00
COLORADO MOUNTAIN NEWS MEDIA			
IN7169			
11/30/2021	10-412-311 Postage/Ads/Legal Notices	PLANNING-PUBLIC HEARING-505 GRAND AVE	17.38
Total IN7169:			17.38
IN7170			
11/30/2021	10-412-311 Postage/Ads/Legal Notices	PLANNING-PUBLIC HEARING-505 GRAND AVE	17.38
Total IN7170:			17.38
IN7171			
11/30/2021	10-412-311 Postage/Ads/Legal Notices	PLANNING-PUBLIC HEARING-505 GRAND AVE	18.00
Total IN7171:			18.00
Total COLORADO MOUNTAIN NEWS MEDIA:			52.76

Invoice Date	GL Account and Title	Description	Net Invoice Amount
COMCAST			
12/6/21			
12/06/2021	10-415-344 Telephone/Internet Utility	ADMIN - PHONE/INTERNET NOV	341.99
12/06/2021	10-450-344 Telephone/Internet/TV Utility	GLC - PHONE/INTERNET NOV	263.04
12/06/2021	10-450-344 Telephone/Internet/TV Utility	GLC - TV NOV	94.21
12/06/2021	10-431-344 Telephone/Internet Utility	PW - PHONE/INTERNET NOV	162.96
Total 12/6/21:			862.20
Total COMCAST:			862.20
COUNTRY ACE HARDWARE			
543983			
11/20/2021	10-452-220 Operating Supplies	PARKS-LED LIGHTS	20.97
Total 543983:			20.97
544017			
11/23/2021	10-452-220 Operating Supplies	PARKS-OUTDOOR TIMERS, LED LIGHTS	247.91
Total 544017:			247.91
544117			
11/30/2021	10-452-220 Operating Supplies	PARKS-LED LIGHTS, SWVL LIGHT CONTROLS	117.94
Total 544117:			117.94
544127			
11/30/2021	10-452-220 Operating Supplies	PARKS-, SWVL LIGHT CONTROLS RETURNS	37.98-
Total 544127:			37.98-
544137			
12/01/2021	10-452-220 Operating Supplies	PARKS-CABLE TIES, DRILL BITS, LED LIGHTS	62.35
Total 544137:			62.35
Total COUNTRY ACE HARDWARE:			411.19
DEERE CREDIT, INC.			
12/1/21			
12/01/2021	10-831-510 Capital Equip Lease Interest	PW-2018 J.DEERE 772G MOTOR GRADER-INTEREST	398.09
12/01/2021	10-831-500 Capital Equip Lease Princip	PW-2018 J.DEERE 772G MOTOR GRADER-PRINCIPAL	3,919.83
Total 12/1/21:			4,317.92
Total DEERE CREDIT, INC.:			4,317.92
DOUGLAS DA FOE			
11/12/21			
11/12/2021	10-415-371 Misc Employee Expenses	REIMBURSEMENT-TRIMAX DELUXE UNIVERSAL WHEEL COCK LOCKS	350.07
Total 11/12/21:			350.07
Total DOUGLAS DA FOE:			350.07

Invoice Date	GL Account and Title	Description	Net Invoice Amount
DPC INDUSTRIES, INC			
DE73000727-21			
08/31/2021	20-430-221 Chemicals	WATER - (4) 150# CHLORINE	40.00
Total DE73000727-21:			40.00
DE73000906-21			
10/31/2021	20-430-221 Chemicals	WATER - (4) 150# CHLORINE	40.00
Total DE73000906-21:			40.00
DE73000995-21			
11/30/2021	20-430-221 Chemicals	WATER - (4) 150# CHLORINE	40.00
Total DE73000995-21:			40.00
Total DPC INDUSTRIES, INC:			120.00
EXECUTECH UTAH, INC.			
163404			
11/08/2021	10-415-220 Computer Hardware	ADMIN-SERVER-SP XEON SALABLE PROCESSOR, MICROSOFT STANDARD	3,321.46
11/08/2021	20-430-220 Computer Hardware	WATER-SERVER-SP XEON SALABLE PROCESSOR, MICROSOFT STANDARD	1,788.48
Total 163404:			5,109.94
Total EXECUTECH UTAH, INC.:			5,109.94
GOVERNMENT LEASING AND FINANCE, INC			
077-0019882-001-DEC			
12/01/2021	10-831-510 Capital Equip Lease Interest	PW-INTEREST-2015 JD 624K LOADER-DEC-0770019882001	167.22
12/01/2021	10-831-500 Capital Equip Lease Princip	PW - PRINCIPAL 2015 JD 624K LOADER DEC--0770019882001	1,169.93
Total 077-0019882-001-DEC:			1,337.15
077-0019882-002-DEC			
12/01/2021	10-831-500 Capital Equip Lease Princip	PW-PRINCIPAL 2019 JD TRACTOR & FORD F-350, 077-0019882-002 DEC	1,152.90
12/01/2021	10-831-510 Capital Equip Lease Interest	PW - INTEREST 2019 JD TRACTOR & FORD F-350, 077-0019882-002-DEC	139.01
Total 077-0019882-002-DEC:			1,291.91
Total GOVERNMENT LEASING AND FINANCE, INC:			2,629.06
GRANBY HEATING & SHEET METAL, INC			
29206			
10/19/2021	10-431-237 Building Maintenance	PW-REZNOR UDX150 GAS HEATER & STAT, REMOVE OLD HEATER	3,800.00
Total 29206:			3,800.00
Total GRANBY HEATING & SHEET METAL, INC:			3,800.00
GRAND COUNTY INTERNET SERVICES			
62064			
12/01/2021	10-415-346 Website Hosting Services	MARINA-WIRELESS INTERNET FOR DEC	60.00
Total 62064:			60.00

Invoice Date	GL Account and Title	Description	Net Invoice Amount
Total GRAND COUNTY INTERNET SERVICES:			60.00
GRAND LAKE CHAMBER OF COMMERCE			
6950			
12/01/2021	10-415-723 Visitor Center Repairs & Mai	ADMIN-BASEMENT FINISH-CARPET	749.37
Total 6950:			749.37
Total GRAND LAKE CHAMBER OF COMMERCE:			749.37
GRAND LAKE HARDWARE			
11/30/2021			
11/30/2021	10-452-220 Operating Supplies	PARKS-FOAM ROLLER,DRILL BITS,EPOXY, OUTLET, IV SWITCH,SOUTHWIRE	122.11
11/30/2021	20-430-227 Small Equipment/Tools	WATER-CHUCK	3.89
Total 11/30/2021:			126.00
Total GRAND LAKE HARDWARE:			126.00
GRAND LAKE TRAIL GROOMING INC			
12/1/21			
12/01/2021	10-416-100 Trail Groomers	BOT - 2021 CONTRIBUTION	25,000.00
Total 12/1/21:			25,000.00
Total GRAND LAKE TRAIL GROOMING INC:			25,000.00
GRAND RESOURCE & RECYCLE COALITION			
2021-12			
12/07/2021	50-470-301 Recycling Contribution	PAYT - MONTHLY DONATION DEC	125.00
Total 2021-12:			125.00
Total GRAND RESOURCE & RECYCLE COALITION:			125.00
HIGH COUNTRY MOTORS			
T314			
11/30/2021	10-431-233 Equipment Maintenance	PW-HAUL 772JD GRADER & WINGS FROM HONNEN TO GL	1,050.00
Total T314:			1,050.00
Total HIGH COUNTRY MOTORS:			1,050.00
HONNEN EQUIPMENT COMPANY			
1326871			
11/24/2021	10-431-233 Equipment Maintenance	PW-JD 722 REPAIRS	1,775.61
Total 1326871:			1,775.61
1327653			
11/30/2021	10-431-233 Equipment Maintenance	PW-JD 722 REPAIRS	7,438.74
Total 1327653:			7,438.74
1327865			
11/29/2021	10-431-233 Equipment Maintenance	PW-SNOW WING 12'	2,000.00

Invoice Date	GL Account and Title	Description	Net Invoice Amount
Total 1327865:			2,000.00
Total HONNEN EQUIPMENT COMPANY:			11,214.35
IMAGING CONCEPTS			
254051			
11/22/2021	10-415-233 Office Equipment Maintenan	ADMIN - COPIER MAINT AGREEMENT -10/28/21-11/27/21	146.83
Total 254051:			146.83
Total IMAGING CONCEPTS:			146.83
INDEPENDENT PROPANE CO			
15452-117199			
11/01/2021	10-415-345 Natural Gas Utility	ADMIN-PROPANE TANK RENTAL FOR STANLEY PROPERTY-517.6 GAL	1,335.41
Total 15452-117199:			1,335.41
Total INDEPENDENT PROPANE CO:			1,335.41
KEITH EVERHART			
11/23/21			
11/23/2021	10-431-370 Training/Travel	PW-MILEAGE FOR PICKING UP CHRISTMAS LIGHTS	98.56
Total 11/23/21:			98.56
12/3/21			
12/03/2021	10-452-220 Operating Supplies	PARKS-CHRISTMAS LIGHTS	1,282.53
Total 12/3/21:			1,282.53
Total KEITH EVERHART:			1,381.09
KOPY KAT OFFICE			
12080			
12/08/2021	40-460-211 General Office Supplies	ADMIN- BUSINESS CARDS H. WILSON & J. THOMPSON	79.98
Total 12080:			79.98
Total KOPY KAT OFFICE:			79.98
MICHAELS AUDIO & VIDEO, INC.			
1247			
11/19/2021	10-413-462 Computer Equipment	BOT-BOARD RM-AVANTE A10 PA SPEAKER, EXTENSION CABLES, SPEAKER STAND	689.83
Total 1247:			689.83
Total MICHAELS AUDIO & VIDEO, INC.:			689.83
NAPA AUTO PARTS OF GRANBY			
12/6/21			
12/06/2021	10-431-233 Equipment Maintenance	PW-GRADER-NUTS, BOLTS, WASHERS	29.48
Total 12/6/21:			29.48

Invoice Date	GL Account and Title	Description	Net Invoice Amount
Total NAPA AUTO PARTS OF GRANBY:			29.48
PLK, LLC			
11/20/21			
11/20/2021	10-952-971 Park Improvements	PARK IMPROV-ENGINEERING, MATERIALS BOARDWALK INSTALLATION	4,888.64
Total 11/20/21:			4,888.64
Total PLK, LLC:			4,888.64
QUADIENT LEASING USA INC.			
N9157645			
11/29/2021	10-223100 Prepaid Fees	ADMIN-POSTAGE LEASE 12/30/21 TO 3/29/22	184.62
Total N9157645:			184.62
Total QUADIENT LEASING USA INC.:			184.62
RG AND ASSOCIATES, LLC			
151426			
04/15/2021	10-412-314 Purchased Services	PC- PLANNER SUPPORT FEES-MARCH	431.25
Total 151426:			431.25
151485			
05/10/2021	10-412-314 Purchased Services	PC- PLANNER SUPPORT FEES-APRIL	1,841.00
Total 151485:			1,841.00
151902			
11/16/2021	10-412-314 Purchased Services	PC- PLANNER SUPPORT FEES-OCT	43.75
Total 151902:			43.75
151903			
11/16/2021	10-412-314 Purchased Services	PC- PLANNER SUPPORT FEES-GRD LAKE LODGE-OCT	407.25
Total 151903:			407.25
Total RG AND ASSOCIATES, LLC:			2,723.25
SOUTHWAY, CINDY			
11/27/21			
11/27/2021	10-413-465 Computer Software	BOT-REIMBURSEMENT FOR ZOOM VIDEO COMMUNICATIONS	163.70
Total 11/27/21:			163.70
Total SOUTHWAY, CINDY:			163.70
STAPLES CREDIT PLAN			
11/15/21			
11/15/2021	10-415-211 General Office Supplies	ADMIN - OFFICE SUPPLIES	850.49
11/15/2021	10-450-211 Gen Office Supplies	GLC-OFFICE SUPPLIES	145.70
Total 11/15/21:			996.19

Invoice Date	GL Account and Title	Description	Net Invoice Amount
Total STAPLES CREDIT PLAN:			996.19
USABLUEBOOK			
797033			
11/18/2021	20-430-238 Distribution Line Maintenan	WATER-ASAHI TYPE-21 BALL VALVE, HACH BROMCRESOL RED INDICATOR PP	171.83
Total 797033:			171.83
Total USABLUEBOOK:			171.83
VERIZON WIRELESS			
9893196257			
11/19/2021	10-415-344 Telephone/Internet Utility	ADMIN-(4) CELL PHONE& (1) I PAD OCT/NOV	409.16
11/19/2021	10-431-344 Telephone/Internet Utility	PW-(5) PHONES & (1) I PAD OCT/NOV	198.55
11/19/2021	20-430-344 Telephone Utility	WATER - (2) CELL PHONES OCT/NOV	21.85
11/19/2021	40-460-344 Telephone/Internet Utility	MARINA - CELL PHONE OCT/NOV	51.35
11/19/2021	10-413-462 Computer Equipment	BOT-TRUSTEE TABLET FEES OCT-NOV	40.01
Total 9893196257:			720.92
9893196258			
11/19/2021	10-415-344 Telephone/Internet Utility	ADMIN-TREASURER PHONE OCT/NOV	41.35
Total 9893196258:			41.35
Total VERIZON WIRELESS:			762.27
WASTE CONNECTIONS OF CO, INC			
5804422			
12/01/2021	10-431-318 Trash/Recycle Services	PW - TOWN SHOP TRASH SERVICE NOV-EXTRA PICK UPS	1,303.00
12/01/2021	10-431-318 Trash/Recycle Services	PW - TOWN SHOP TRASH SERVICE DEC-2@\$249.94	499.88
Total 5804422:			1,802.88
5804589			
12/01/2021	50-470-300 Dumpster Service	PAYT - TRASH SERVICE-EXTRA PICK UPS-NOV-2@\$80.00	160.00
12/01/2021	50-470-300 Dumpster Service	PAYT - TRASH SERVICE-DEC	1,346.07
Total 5804589:			1,506.07
Total WASTE CONNECTIONS OF CO, INC:			3,308.95
WASTE MANAGEMENT - HOT SULPHUR			
0433832-1195-0			
11/29/2021	10-415-347 Recycling - Town Hall	ADMIN - RECYCLING -DEC	96.46
Total 0433832-1195-0:			96.46
Total WASTE MANAGEMENT - HOT SULPHUR:			96.46
WRANGLER TIRE & TUNE, INC.			
43894			
11/18/2021	10-431-235 Tires/Chains	PW-2018 F150 TIRES	1,219.07
Total 43894:			1,219.07

Invoice Date	GL Account and Title	Description	Net Invoice Amount
	Total WRANGLER TIRE & TUNE, INC.:		1,219.07
	Grand Totals:		200,793.35

TOWN OF GRAND LAKE COMBINED ACCOUNTS PAYABLE AND
ACCOUNTS PAYABLE - ALREADY PAID (ATTACHMENT A): DEC 2021

MAYOR: _____
STEVE KUDRON, MAYOR

ATTEST: _____
JENNIFER THOMPSON, CLERK

TOWN OF GRAND LAKE

E22

CASH AND INVESTMENT ACCOUNT BALANCES AS OF September 30, 2021

	<u>General Fund</u>	<u>Water Fund</u>	<u>Marina Fund</u>	<u>PAYT Fund</u>	<u>Cap Imp Fund</u>
ColoTrust (NR)	\$942,728.04	\$1,524,927.25	\$416,123.80		\$713,547.12
CSAFE (NR)	\$197,862.08	\$66,098.68			
Grand Mountain Bank & US Bank (NR)	\$2,696,323.09	\$15,532.30	\$509,715.69	\$154,872.34	\$42,216.91
US Bank (NR)		\$46,008.98			
TOTAL	<u>\$3,836,913.21</u>	<u>\$1,652,567.21</u>	<u>\$925,839.49</u>	<u>\$154,872.34</u>	<u>\$755,764.03</u>

TOTAL CASH/INVESTMENTS: \$7,325,956.28

(R) - RESTRICTED (NR) - NON-RESTRICTED

GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
For the Month Ended September 2021- Unadjusted

Revenues	Original Budget	Actual Amounts	Variance with Budget - Positive (Negative)	%
Taxes				
Property Tax	\$ 333,958	\$ 341,114	\$ 7,156	102.1
Specific Ownership Tax	15,000	3,957	(11,043)	26.4
General Sales Tax	1,741,825	1,557,457	(184,368)	89.4
Building Use Tax	45,000	71,350	26,350	158.6
Motor Vehicle Use Tax	40,000	44,017	4,017	110.0
Cigarette Tax	3,000	3,308	308	110.3
Franchise Tax	67,500	52,749	(14,751)	78.1
Subtotal Taxes	2,246,283	2,073,954	(172,329)	92.3
Licenses & Permits				
Business Licenses	30,000	18,698	(11,303)	62.3
Rental Licenses	70,000	41,855	(28,145)	59.8
Liquor License	4,500	719	(3,781)	16.0
Other Licenses	3,700	2,747	(953)	74.2
Subtotal Licenses & Permits	108,200	64,018	(44,182)	59.2
Intergovernmental				
County Road and Bridge	6,492	1,971	(4,521)	30.4
Grants	-	63,591	63,591	-
Highway Users Tax	30,000	16,890	(13,110)	56.3
Conservation Trust Fund	2,000	1,631	(369)	81.6
Other Intergovernmental	1,000	-	(1,000)	-
Subtotal Intergovernmental	39,492	84,083	44,591	212.9
Charges for Services				
Attainable Housing Fee	2,000	-	(2,000)	-
Zoning and Subdivision Review	2,000	3,300	1,300	165.0
Cemetery	4,200	9,975	5,775	237.5
Grand Lake Center	59,600	38,625	(20,975)	64.8
Other Charges for Services	2,600	13,600	11,000	523.1
Subtotal Charges for Services	70,400	65,499	(4,901)	93.0
Fines and Forfeitures				
	-	-	-	-
Fees and Leases				
	2,500	1,250	(1,250)	50.0
Net Investment Income				
	18,000	2,559	(15,441)	14.2
Contributions				
	-	-	-	-
Other Revenue				
	40,052	72,817	32,765	181.8
Capital Specific Revenue				
	2,005,000	1,633,579	(371,421)	81.5
Total Revenues	\$ 4,529,927	\$ 3,997,760	\$ (532,167)	88.3

GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
For the Month Ended September 2021- Unadjusted

Expenditures	Original Budget	Actual Amounts	Variance with Budget - Positive (Negative)	%
Current:				
Boards and Committees				
Board of Trustees	\$ 112,009	\$ 106,722	\$ 5,287	95.3
Cemetery Committee	11,550	(3,603)	15,153	(31.2)
Planning Commission & Board of Adjustment	20,300	17,447	2,853	85.9
Greenways Committee	47,585	40,930	6,655	86.0
Subtotal Boards and Committees	<u>191,444</u>	<u>161,497</u>	<u>29,947</u>	<u>84.4</u>
Administration				
Personnel	448,850	303,735	145,115	67.7
Supplies	30,222	26,808	3,414	88.7
Repairs and Maintenance	20,250	3,738	16,512	18.5
Purchased Services	67,225	29,547	37,678	44.0
Utility Services	15,300	17,481	(2,181)	114.3
Professional Services	52,500	63,465	(10,965)	120.9
Marketing	127,964	90,518	37,446	70.7
Other	121,400	42,253	79,147	34.8
Subtotal Administration	<u>883,711</u>	<u>577,545</u>	<u>306,166</u>	<u>65.4</u>
Economic Development Grants	<u>32,200</u>	<u>7,200</u>	<u>467,216</u>	<u>22.4</u>
Public Safety				
Personnel	-	3,858	(3,858)	-
Purchased Services	165,858	166,808	(950)	100.6
Subtotal Public Safety	<u>165,858</u>	<u>170,666</u>	<u>(4,808)</u>	<u>102.9</u>
Public Works				
Personnel	413,039	301,201	111,838	72.9
Supplies	21,000	7,875	13,125	37.5
Repairs and Maintenance	183,500	93,281	90,219	50.8
Purchased Services	19,900	17,239	2,661	86.6
Utility Services	43,500	23,071	20,429	53.0
Professional Services	2,000	-	2,000	-
Other	22,500	5,328	17,172	23.7
Subtotal Public Works	<u>\$ 705,439</u>	<u>\$ 447,995</u>	<u>\$ 257,444</u>	<u>63.5</u>

GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
For the Month Ended September 2021- Unadjusted

Expenditures	Original Budget	Actual Amounts	Variance with Budget - Positive (Negative)	%
Grand Lake Center				
Personnel	\$ 159,989	\$ 109,828	\$ 50,161	68.6
Supplies	14,000	6,424	7,576	45.9
Repairs and Maintenance	37,700	1,668	36,032	4.4
Purchased Services	-	-	-	-
Utility Services	32,980	24,684	8,296	74.8
Professional Services	6,730	3,891	2,839	57.8
Other	21,542	30,057	(8,515)	139.5
Subtotal Grand Lake Center	<u>272,941</u>	<u>176,552</u>	<u>96,389</u>	<u>64.7</u>
Parks				
Personnel	62,160	31,299	30,861	50.4
Supplies	19,000	27,550	(8,550)	145.0
Repairs and Maintenance	48,100	18,585	29,515	38.6
Purchased Services	-	-	-	-
Utility Services	24,500	16,067	8,433	65.6
Professional Services	-	-	-	-
Other	6,750	1,772	4,978	26.2
Parks Capital	1,517,678	1,498,084	19,594	98.7
Subtotal Parks	<u>1,678,188</u>	<u>1,593,357</u>	<u>84,831</u>	<u>94.9</u>
Capital Outlay	<u>1,021,627</u>	<u>129,401</u>	<u>892,226</u>	<u>12.7</u>
Debt service				
Lease Principal	148,645	54,891	93,754	36.9
Lease Interest	14,058	18,168	(4,110)	129.2
Subtotal Debt Service	<u>162,703</u>	<u>73,060</u>	<u>89,643</u>	<u>44.9</u>
Reserves	-	-	-	-
Total Expenditures	<u>5,114,111</u>	<u>3,337,273</u>	<u>1,751,838</u>	<u>65.3</u>
Net Change in Fund Balance*	(584,184)	660,487	1,219,671	(113.1)
Fund Balance - Beginning	2,018,575	2,038,410	19,835	101.0
Fund Balance - Ending	<u>\$ 1,434,391</u>	<u>\$ 2,698,897</u>	<u>\$ 1,239,506</u>	<u>188.2</u>

***Excess Revenues Over (Under) Expenditures**

CAPITAL IMPROVEMENT FUND
SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
For the Month Ended September 30, 2021- Unadjusted

Revenues	Original Budget	Actual Amounts	Variance with Budget - Positive (Negative)	%
Taxes				
General Sales Tax	\$ 435,000	\$ 245,519	\$ (189,481)	56.4
Subtotal Taxes	435,000	245,519	(189,481)	56.4
Intergovernmental				
Grants	700,000	-	(700,000)	-
Other Intergovernmental	206,000	-	(206,000)	-
Subtotal Intergovernmental	906,000	-	(906,000)	-
Other Revenue	-	-	-	-
Net Investment Income	15,000	1,226	(13,774)	8.2
Total Revenues	1,356,000	246,744	(1,109,256)	18.2
Expenditures				
Current:				
Operations	1,000	-	1,000	-
Capital Outlay	1,977,795	711,195	1,266,600	36.0
Debt service				
Bond Principal	115,000	81,975	33,025	71.3
Bond Interest	163,950	250	163,700	0.2
Subtotal Debt Service	278,950	82,225	196,725	29.5
Reserves	-	-	-	-
Total Expenditures	2,257,745	793,420	1,464,325	35.1
Net Change in Fund Balance*	(901,745)	(546,676)	(2,573,580)	60.6
Fund Balance - Beginning	1,221,284	1,257,996	36,712	103.0
Fund Balance - Ending	\$ 319,539	\$ 711,320	\$ (2,536,868)	222.6

***Excess Revenues Over (Under) Expenditures**

WATER FUND
SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
For the Month Ended September 30, 2021-Unadjusted

	Original Budget	Actual Amounts	Variance with Budget - Positive (Negative)	%
Revenues				
Water Sales	\$ 600,500	\$ 330,802	\$ (269,698)	55.1
Tap Fees	30,000	26,000	(4,000)	86.7
Resale Meters	500	-	(500)	-
Bulk Water Permits	500	300	(200)	60.0
Miscellaneous	-	-	-	-
Sale of Assets	-	-	-	-
Interest Income	20,000	655	(19,345)	3.3
Reimbursement Income	-	-	-	-
Capital Lease Proceeds	-	-	-	-
Total Revenues	<u>651,500</u>	<u>357,757</u>	<u>(293,743)</u>	<u>54.9</u>
Expenditures				
Personnel	430,534	270,538	159,996	62.8
Office Supplies	10,885	1,302	9,583	12.0
Operations Supplies	14,100	10,988	3,112	77.9
Repairs and Maintenance	38,950	18,488	20,462	47.5
Resale Supplies	5,650	9,348	(3,698)	165.5
Purchased Services	19,120	17,222	1,898	90.1
Utilities	36,000	30,559	5,441	84.9
Professional Services	11,000	310	10,690	2.8
Other Expenses	16,150	11,036	5,114	68.3
Capital Contingency	1	3,621	(3,620)	362,136.0
Debt Service-Principal	67,247	33,125	34,122	49.3
Debt Service-Interest	27,541	14,269	13,272	51.8
Total Expenditures	<u>677,178</u>	<u>420,805</u>	<u>256,373</u>	<u>62.1</u>
Excess Revenues Over (Under)				
Expenditures	(25,678)	(63,048)	(37,370)	245.5
Funds Available - Beginning	<u>1,571,051</u>	<u>1,725,072</u>	<u>154,021</u>	<u>109.8</u>
Funds Available - Ending	<u>\$ 1,545,373</u>	<u>\$ 1,662,024</u>	<u>\$ 116,651</u>	<u>107.5</u>

MARINA FUND
SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
For the Month Ended September 30, 2021-Unadjusted

	Original Budget	Actual Amounts	Variance with Budget - Positive (Negative)	%
Revenues				
Marina Rentals	\$ 325,000	\$ 306,399	\$ (18,601)	94.3
Tours	65,000	48,970	(16,030)	75.3
Rentals	8,200	945	(7,255)	11.5
Miscellaneous	3,000	8,080	5,080	269.3
Interest Income	4,000	971	(3,029)	24.3
Sale of Assets	20,000	-	(20,000)	-
Total Revenues	<u>425,200</u>	<u>365,365</u>	<u>(59,835)</u>	<u>85.9</u>
Expenditures				
Personnel	230,904	138,195	92,709	59.8
Office Supplies	1,375	290	1,085	21.1
Operations Supplies	15,500	6,754	8,746	
Fireworks	26,000	24,000	2,000	43.6
Repairs and Maintenance	16,800	4,240	12,560	25.2
Permits and Fees	26,275	974	25,301	3.7
Purchased Services	20,575	17,394	3,181	84.5
Utilities	2,800	2,402	398	85.8
Professional Services	2,300	970	1,330	42.2
Other Expenses	7,751	2,797	4,954	36.1
Capital Outlay	217,597	-	217,597	-
Total Expenditures	<u>567,877</u>	<u>198,015</u>	<u>369,862</u>	<u>34.9</u>
Excess Revenues Over (Under)				
Expenditures	(142,677)	167,350	310,027	(117.3)
Funds Available - Beginning	<u>801,395</u>	<u>850,856</u>	<u>49,461</u>	<u>106.2</u>
Funds Available - Ending	<u>\$ 658,718</u>	<u>\$ 1,018,206</u>	<u>\$ 359,488</u>	<u>154.6</u>

**PAY AS YOU THROW FUND
SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
For the Month Ended September 30, 2021- UNADJUSTED**

	Original Budget	Actual Amounts	Variance with Budget - Positive (Negative)	%
Revenues				
Bag Sales	\$ 78,850	\$ 57,447	\$ (21,403)	72.9
Interest Income	\$ 200	152	(48)	75.8
Total Revenues	<u>79,050</u>	<u>57,599</u>	<u>(21,451)</u>	<u>72.9</u>
Expenditures				
Operations Supplies	6,000	-	6,000	-
Repairs and Maintenance	13,000	178	12,822	1.4
Purchased Services	36,950	21,255	15,695	57.5
Professional Services	390	-	390	
Other Expenses	583	-	583	-
Capital Outlay	15,000	-	15,000	-
Total Expenditures	<u>71,923</u>	<u>21,433</u>	<u>50,490</u>	<u>29.8</u>
Excess Revenues Over (Under)				
Expenditures	7,127	36,165	29,038	507.4
Funds Available - Beginning	<u>91,183</u>	<u>125,256</u>	<u>34,073</u>	<u>137.4</u>
Funds Available - Ending	<u>\$ 98,310</u>	<u>\$ 161,421</u>	<u>\$ 63,111</u>	<u>164.2</u>
 GRAND TOTAL REVENUE OVER EXPENDITURES	 <u><u>\$ (1,647,157)</u></u>	 <u><u>\$ 254,278</u></u>	 <u><u>\$ 1,901,435</u></u>	 <u><u>(15.4)</u></u>



To: Mayor Kudron and the Grand Lake Board of Trustees
From: John Crone, Town Manager
Re: GLC Modular Lease with the Grand County Water Information Network
Date: Dec. 13, 2021

Background

For several years, both the Grand County Water Information has leased space in the GLC modular. GCWIN has requested that its lease be renewed for 2022 at the same terms as 2021 (\$600/year for GCWIN).

The Town has traditionally granted this low cost lease to GCWIN in order to support the very important work that the organization does in preserving Grand Lake's water quality. This mission has become even more important with the threats posed by the East Troublesome Fire and the large scale, long term drought throughout the western U.S. These two events present a serious threat to Grand Lake and could even result in unsafe algal blooms that would directly impact our Town's tourism.

If the Town does not choose to renew of the lease, staff would recommend using one of the structures for a Public Works office.

Motion

Staff recommends the adoption of the following motion with any changes as directed by the Board.

I move to instruct the Mayor to execute the attached lease with the Grand County Water Information Network for the use of the modular structures located at the Grand Lake Center for the 2022 term as defined in the leases.



LEASE AGREEMENT

THIS AGREEMENT is made and entered into this 13th day of December 2021 by and between the Town of Grand Lake ("Town") and the Grand County Water Information Network ("GCWIN")

ARTICLE 1.0 - RECITALS AND PURPOSE

- 1.1 The Town of Grand Lake is the owner of the real property upon which its Grand Lake Center is located, situated in the Town of Grand Lake, County of Grand, State of Colorado, and more particularly described as follows:
Plot A, Block 11, Grand Lake Estates, Second Filing
- 1.2 The Town is the owner of the modular building ("Structure") that has been placed on the premises.
- 1.3 The Town has determined that the premises are not currently needed for other Town purposes.
- 1.4 GCWIN has requested permission to lease one portion of the modular building, for office use and water sampling/testing. The Town has determined that the Structure is not currently needed for the other Town purposes, and that the leasing of said Structure to GCWIN would serve a valid public purpose, by supporting an underfunded non-profit group, who helps to ensure a high quality of life in the Grand Lake area by monitoring water quality in Grand County watersheds.

NOW THEREFORE, in consideration of the Structure and the mutual promises and covenants set forth herein, the Parties agree as follows:

ARTICLE 2.0 – DEMISE

- 2.1 For and in consideration of the performance of the covenants and agreement herein contained to be kept and performed by the Parties:
 - a. The Town hereby leases to GCWIN and GCWIN hereby leases from the Town the Leased Premises subject to all land use and building and zoning plans, codes, resolutions and regulations; and subject to all reservations, exceptions, restrictions, covenants and easements of record or visible.

2.2 GCWIN agrees to accept the Leased Premises "as is"; and the Town makes no
Lease Agreement

warranty or representation, express or implied, with respect to the merchantability, condition, quality, design, operation, fitness for a particular purpose, or workmanship of the Leased Premises, in any respect whatsoever.

- 2.3 GCWIN agrees to be responsible for all utility costs as long as they have sole possession of the premises. If there are other lessees, GCWIN shall develop a procedure to manage and apportion the building utility costs in a manner deemed fair and reasonable by the other lessees.
- 2.4 Specifically, the Town and GCWIN agree that the southern-most room will be reserved for GCWIN, and that GCWIN will have sole use of the storage room in the common area. In addition, GCWIN will have equal access with other lessees to the kitchen, restrooms and other common areas.

ARTICLE 3.0 - TERM AND TERMINATION

- 3.1 The term of this Lease shall be for a period of one (1) year, commencing January 1, 2022 and ending at midnight on December 31, 2022, unless this Lease shall be sooner terminated in accordance with the other provisions hereof.
- 3.2 The Town may terminate this Lease at any time upon not less than Sixty (60) days written notice to GCWIN, if, in the Town's judgment, such termination is necessary for the Town's intended use of the Leased Premises, to permit the sale or transfer of the Leased Premises, or for any other reason deemed appropriate by the Town.
- 3.3 GCWIN may terminate this Lease at any time upon not less than Sixty (60) days written notice to Town, if, in GCWIN's judgment, such termination is deemed appropriate by GCWIN.

ARTICLE 4.0 – RENT

- 4.1 So long as GCWIN is not in default under this Lease, it may occupy the Leased Premises for Six Hundred Dollars (\$600) per year, due and payable upon execution hereof.
- 4.2 If GCWIN shall be in default hereunder or if GCWIN holds over after the expiration or termination of this Lease, then rent shall accrue at the rate of Two Thousand Dollars (\$2,000.00) per month, for each month or portion thereof from the date of the default or holding over occurs until the default is cured or GCWIN vacates the Leased Premises.

ARTICLE 5.0 - USE OF LEASED PREMISES; RESERVATION BY THE TOWN

- 5.1 GCWIN may occupy and use the Leased Premises for related office needs, including water sampling/testing. No other uses of the Leased Premises shall be permitted without the written consent of the Town.
- 5.2 GCWIN may dispose of up to one bag of refuse per month (no more than one forty-gallon bag) in the Town operated dumpster located at the Public Works Facility.

- 5.3 GCWIN may use any office furniture located in the leased premises, including desks, filing cabinets, or any other thing that is currently located within the leased premises.
- 5.4 The Town reserves the right to enter upon the Leased Premises at any reasonable time to inspect the premises, to show them to prospective purchasers, or for any other purpose deemed appropriate by the Town, so long as the exercise of such right of entry does not unreasonably interfere with GCWIN's use of the Leased Premises.
- 5.5 The Town reserves the right to store anything that it deems desirable or necessary in the Leased Premises, as long as the storage of same does not unreasonably interfere with GCWIN's use of the Leased Premises.
- 5.1 The Town reserves the right to lease any or the entire remaining portion of the property to whomever it deems appropriate and in the best interests of the community. If the Town makes this determination, replacing doors, locks or making other arrangements to keep GCWIN's property secure will be the sole responsibility of GCWIN.

ARTICLE 6.0 - PROTECTION OF PROPERTY; MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

- 6.1 GCWIN covenants and agrees:
 - a. Not to commit or permit the commission by others of any waste upon the Leased Premises.
 - b. Not to remove or allow any other person to remove any improvements or fixtures of any kind from the Leased Premises without the Town's prior written consent.
 - c. To maintain the Leased Premises in a neat and orderly condition and shall not allow trash or other items to accumulate at the site outside of secured receptacles or to be blown from the site.
 - d. The cost of all normal wear and tear in the leased premises, including regular maintenance and repairs, shall be the responsibility of GCWIN and the other building tenants as appropriate, as the lessees.

Repair and maintenance costs that would result in an unreasonable burden to GCWIN (over \$250 per instance or \$500 per year), should be brought immediately to the attention of the Town for discussion of possible cost sharing arrangements.

- 6.2 GCWIN shall not make any other material alterations or improvements on or to the Leased Premises without the Town's prior written consent. Any permanent improvements made to the real property by GCWIN during the lease term, shall be deemed a part of the real estate and, at the election of the Town, shall remain upon the Leased Premises at the expiration or termination of this Lease. If requested by the Town following the expiration or termination of this Lease, GCWIN shall promptly remove any improvements installed by GCWIN and shall restore the real property to the condition it was upon the commencement of this Lease.

ARTICLE 7.0-TAXES

7.1 GCWIN shall pay any and all personal property, sales, use, withholding and other taxes with respect to GCWIN's personal property and its operations on the Leased Premises.

ARTICLE 8.0 - INDEMNIFICATION AND INSURANCE

- 8.1 The Town shall not be liable for any injury or damage to person or property as a result of any act or event occurring upon or arising from the Leased Premises during the term of this Lease, if it happens as a direct or indirect result of GCWIN operations.
- 8.2 GCWIN agrees to indemnify and hold harmless the Town, their officers, agents, employees, insurers and/or self-insurance pools, from and against all liabilities, losses, claims, demands, damages and expenses, including reasonable attorney fees, incurred or suffered by the Town as a result of: (a) failure by GCWIN to perform any covenant required to be performed by GCWIN hereunder; (b) any accident, injury, or damage caused by, resulting from, arising out of or in any manner connected with GCWIN's use of the Leased Premises; or (c) failure by GCWIN to comply with all requirements of any governmental authority.
- 8.3 GCWIN shall, at its expense, maintain general hazard insurance upon the Leased Premises to the full insurable value thereof. If desired, GCWIN shall also obtain and pay for hazard insurance coverage on its personal property kept upon the Leased Premises.
- 8.4 GCWIN agrees to obtain and keep in force, at GCWIN's expense, during the entire term of this Lease, such liability insurance as will fully protect GCWIN from claims under Worker's Compensation and other employee benefit laws for bodily injury and death and for property damage that may arise out of GCWIN's operation of the Leased Premises. GCWIN shall also maintain, at its expense a policy of comprehensive general public liability and property damage insurance, providing coverage of GCWIN, and the Town for claims for damages for bodily injury, including wrongful death, as well as claims for property damages, which may arise from the ownership, maintenance, use or operation of the Leased Premises, whether or not the foregoing described use and activities be by GCWIN or by anyone directly or indirectly employed by GCWIN.

Such insurance shall be maintained in amounts of not less than \$1,000,000.00 for injury to one person in any single occurrence and not less than 2,000,000 in the aggregate, or such larger amounts as correspond with the recovery limits applicable to governmental entities under C.R.S. 24-10-114(1) as the same may be from time to time amended. The policy shall be endorsed to include the Town as additional insured and to provide that the coverage afforded under the policy shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. Such coverage shall be primary

insurance, and any insurance carried by the Town or carried or provided through any insurance pool to which the Town belongs shall be excess and not contributory insurance to that provided by GCWIN. Upon the Town's request, GCWIN shall promptly furnish the requesting entity with a certificate of insurance evidencing the insurance coverage required by this Paragraph.

- 8.5 Failure on the part of GCWIN to procure and maintain policies providing the required insurance coverage, conditions, and minimum limits provided in this Article shall constitute a material breach of this Agreement, for which the Town may immediately terminate this Agreement, or at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all sums so paid by the Town shall be repaid by GCWIN upon demand.
- 8.6 The Parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et seq.*, as from time to time amended, or otherwise available to the Town or its officers, agents or employees.

ARTICLE 9.0 - ASSIGNMENT OR SUBLETTING

- 9.1 GCWIN shall not assign its interests under this Lease nor sublet the Leased Premises, in whole or in part, without first obtaining the Town's express written consent in each instance. In the event of any permitted assignment or subletting hereunder, GCWIN shall remain liable to the Town for the performance of all terms, covenants and provisions of this Lease, unless GCWIN is released in writing by the Town.

ARTICLE 10.0-DEFAULT BY GCWIN; REMEDIES

- 10.1 If GCWIN defaults in the performance of any of its obligations under this Lease, the Town may give written notice of such default to GCWIN. If the default is not cured within ten (10) days after such written notice is given, the Town may elect to terminate this Lease by giving a further written notice of such termination to GCWIN. If such further notice is given, this Lease shall terminate on the date fixed in such notice as completely as if that were the date herein definitely fixed for expiration of the term of this Lease, and GCWIN shall then surrender the Leased Property to the Town.
- 10.2 No remedy conferred upon or reserved to the Town shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

ARTICLE 11.0 – NOTICE

11.1 Except as otherwise expressly provided herein, all notices required or permitted under this Lease shall be in writing and shall be delivered in person or sent by United States certified mail return receipt requested. If sent by mail, a notice shall be deemed to have been properly given when deposited in any post office, branch post office, or mail depository regularly maintained by the United States Postal Service and sent by certified mail, return receipt requested, with postage thereon pre-paid, addressed as follows:

To the Town: Town of Grand Lake
 Attn: Town Manager
 PO Box 99
 Grand Lake, CO 80447-0099

To GCWIN: GCWIN
 Attn: Executive Director
 PO Box 1503
 Grand Lake, CO 80447-1503

ARTICLE 12.0 – MISCELLANEOUS PROVISIONS

- 12.1 This lease shall be construed under and shall be governed by the Laws of the State of Colorado, the District Court of Grand County which shall have exclusive jurisdiction over any court action arising there from.
- 12.2 This Lease embodies the entire agreement and understanding between the Parties relating to the subject matter hereof and may not be altered or amended except by a written document signed by both Parties and specifically referring hereto.
- 12.3 Except as otherwise expressly provided herein, this Lease and the rights and duties of the Town and GCWIN hereunder shall be binding upon and shall inure to the benefit of their respective successors and permitted assigns.
- 12.4 Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town under this Lease not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year. To the extent that any of the Town's obligations under this Lease are deemed to constitute a multi-year fiscal obligation, the Town's performance will be conditioned upon annual appropriation by the Town Council, in its sole discretion.
- 12.5 The Town and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Lease, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

IN WITNESS WHEREOF, the Parties have hereunto subscribed their signatures, effective the date first above mentioned.

TOWN OF GRAND LAKE

BY: _____
Stephan Kudron, Mayor

ATTEST:

Jennifer Thompson, Town Clerk

GRAND COUNTY WATER INFORMATION NETWORK

BY: _____
Katherine Morris, Chair

ATTEST:

Jessica Alexander, Secretary



To: Mayor Kudron and the Grand Lake Board of Trustees
From: John Crone, Town Manager
Re: GLC Modular Lease with the Grand Lake Area Historical Society
Date: Dec. 13, 2021

Background

For several years, the Grand Lake Area Historical Society (GLAHS) has leased space in the GLC modular buildings. GLAHS has requested that its lease be renewed for 2022 at the same terms as 2021 (\$1200/year).

The Board has long recognized the important role that the GLAHS serves in preserving and presenting the history of our area to both locals and tourists. They operate two museums in Town and maintain numerous historical markers. They also present numerous programs throughout the year.

If the Town does not choose to renew either of the leases, staff would recommend using one of the structures for a Public Works office.

Motion

Staff recommends the adoption of the following motion with any changes as directed by the Board.

I move to instruct the Mayor to execute the attached lease with the Grand Lake Area Historical Society for the use of the modular structures located at the Grand Lake Center for the 2022 term as defined in the leases.



LEASE AGREEMENT

THIS AGREEMENT is made and entered into this 13th day of December 2021 by and between the Town of Grand Lake ("Town") and the Grand Lake Area Historical Society ("GLAHS")

ARTICLE 1.0 - RECITALS AND PURPOSE

- 1.1 The Town of Grand Lake is the owner of the real property upon which its Grand Lake Center is located, situated in the Town of Grand Lake, County of Grand, State of Colorado, and more particularly described as follows:
Plot A, Block 11, Grand Lake Estates, Second Filing
- 1.2 The Town is the owner of the modular building ("Structure") that has been placed on the premises.
- 1.3 The Town has determined that the premises are not currently needed for other Town purposes.
- 1.4 GLAHS has requested permission to lease one portion of the modular building, for office use and water sampling/testing. The Town has determined that the Structure is not currently needed for the other Town purposes, and that the leasing of said Structure to GLAHS would serve a valid public purpose, by supporting an underfunded non-profit group, who helps to ensure a high quality of life in the Grand Lake area by monitoring water quality in Grand County watersheds.

NOW THEREFORE, in consideration of the Structure and the mutual promises and covenants set forth herein, the Parties agree as follows:

ARTICLE 2.0 – DEMISE

- 2.1 For and in consideration of the performance of the covenants and agreement herein contained to be kept and performed by the Parties:
 - a. The Town hereby leases to GLAHS and GLAHS hereby leases from the Town the Leased Premises subject to all land use and building and zoning plans, codes, resolutions and regulations; and subject to all reservations, exceptions, restrictions, covenants and easements of record or visible.

2.2 GLAHS agrees to accept the Leased Premises "as is"; and the Town makes no
Lease Agreement

warranty or representation, express or implied, with respect to the merchantability, condition, quality, design, operation, fitness for a particular purpose, or workmanship of the Leased Premises, in any respect whatsoever.

- 2.3 GLAHS agrees to be responsible for all utility costs as long as they have sole possession of the premises. If there are other lessees, GLAHS shall develop a procedure to manage and apportion the building utility costs in a manner deemed fair and reasonable by the other lessees.
- 2.4 Specifically, the Town and GLAHS agree that the center of the structure will be reserved for GLAHS, and that GLAHS will have sole use of the storage room in the common area. In addition, GLAHS will have equal access with other lessees to the kitchen, restrooms and other common areas.

ARTICLE 3.0 - TERM AND TERMINATION

- 3.1 The term of this Lease shall be for a period of one (1) year, commencing January 1, 2022 and ending at midnight on December 31, 2022, unless this Lease shall be sooner terminated in accordance with the other provisions hereof.
- 3.2 The Town may terminate this Lease at any time upon not less than Sixty (60) days written notice to GLAHS, if, in the Town's judgment, such termination is necessary for the Town's intended use of the Leased Premises, to permit the sale or transfer of the Leased Premises, or for any other reason deemed appropriate by the Town.
- 3.3 GLAHS may terminate this Lease at any time upon not less than Sixty (60) days written notice to Town, if, in GLAHS's judgment, such termination is deemed appropriate by GLAHS.

ARTICLE 4.0 – RENT

- 4.1 So long as GLAHS is not in default under this Lease, it may occupy the Leased Premises for One Thousand Two Hundred Dollars (\$1200) per year, due and payable upon execution hereof.
- 4.2 If GLAHS shall be in default hereunder or if GLAHS holds over after the expiration or termination of this Lease, then rent shall accrue at the rate of Two Thousand Dollars (\$2,000.00) per month, for each month or portion thereof from the date of the default or holding over occurs until the default is cured or GLAHS vacates the Leased Premises.

ARTICLE 5.0 - USE OF LEASED PREMISES; RESERVATION BY THE TOWN

- 5.1 GLAHS may occupy and use the Leased Premises for its inventorying items donated to the GLAHS, maintaining its website and other general affairs relating to the GLAHS. No other uses of the Leased Premises shall be permitted without the written consent of the Town.

- 5.2 GLAHS may dispose of up to one bag of refuse (no more than one forty-gallon bag) per month in the Town operated dumpster located at the Public Works Facility.
- 5.3 GLAHS may use any office furniture located in the leased premises, including desks, filing cabinets, or any other thing that is currently located within the leased premises.
- 5.4 The Town reserves the right to enter upon the Leased Premises at any reasonable time to inspect the premises, to show them to prospective purchasers, or for any other purpose deemed appropriate by the Town, so long as the exercise of such right of entry does not unreasonably interfere with GLAHS's use of the Leased Premises.
- 5.5 The Town reserves the right to store anything that it deems desirable or necessary in the Leased Premises, as long as the storage of same does not unreasonably interfere with GLAHS's use of the Leased Premises.
- 5.1 The Town reserves the right to lease any or the entire remaining portion of the property to whomever it deems appropriate and in the best interests of the community. If the Town makes this determination, replacing doors, locks or making other arrangements to keep GLAHS's property secure will be the sole responsibility of GLAHS.

ARTICLE 6.0-PROTECTION OF PROPERTY; MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

- 6.1 GLAHS covenants and agrees:
 - a. Not to commit or permit the commission by others of any waste upon the Leased Premises.
 - b. Not to remove or allow any other person to remove any improvements or fixtures of any kind from the Leased Premises without the Town's prior written consent.
 - c. To maintain the Leased Premises in a neat and orderly condition and shall not allow trash or other items to accumulate at the site outside of secured receptacles or to be blown from the site.
 - d. The cost of all normal wear and tear in the leased premises, including regular maintenance and repairs, shall be the responsibility of GLAHS and the other building tenants as appropriate, as the lessees.

Repair and maintenance costs that would result in an unreasonable burden to GLAHS (over \$250 per instance or \$500 per year), should be brought immediately to the attention of the Town for discussion of possible cost sharing arrangements.

- 6.2 GLAHS shall not make any other material alterations or improvements on or to the Leased Premises without the Town's prior written consent. Any permanent improvements made to the real property by GLAHS during the lease term, shall be deemed a part of the real estate and, at the election of the Town, shall remain upon the Leased Premises at the expiration or termination of this Lease. If requested by the Town following the expiration or termination of this Lease, GLAHS shall promptly

remove any improvements installed by GLAHS and shall restore the real property to the condition it was upon the commencement of this Lease.

ARTICLE 7.0-TAXES

- 7.1 GLAHS shall pay any and all personal property, sales, use, withholding and other taxes with respect to GLAHS's personal property and its operations on the Leased Premises.

ARTICLE 8.0 - INDEMNIFICATION AND INSURANCE

- 8.1 The Town shall not be liable for any injury or damage to person or property as a result of any act or event occurring upon or arising from the Leased Premises during the term of this Lease, if it happens as a direct or indirect result of GLAHS operations.
- 8.2 GLAHS agrees to indemnify and hold harmless the Town, their officers, agents, employees, insurers and/or self-insurance pools, from and against all liabilities, losses, claims, demands, damages and expenses, including reasonable attorney fees, incurred or suffered by the Town as a result of: (a) failure by GLAHS to perform any covenant required to be performed by GLAHS hereunder; (b) any accident, injury, or damage caused by, resulting from, arising out of or in any manner connected with GLAHS's use of the Leased Premises; or (c) failure by GLAHS to comply with all requirements of any governmental authority.
- 8.3 GLAHS shall, at its expense, maintain general hazard insurance upon the Leased Premises to the full insurable value thereof. If desired, GLAHS shall also obtain and pay for hazard insurance coverage on its personal property kept upon the Leased Premises.
- 8.4 GLAHS agrees to obtain and keep in force, at GLAHS's expense, during the entire term of this Lease, such liability insurance as will fully protect GLAHS from claims under Worker's Compensation and other employee benefit laws for bodily injury and death and for property damage that may arise out of GLAHS's operation of the Leased Premises. GLAHS shall also maintain, at its expense a policy of comprehensive general public liability and property damage insurance, providing coverage of GLAHS, and the Town for claims for damages for bodily injury, including wrongful death, as well as claims for property damages, which may arise from the ownership, maintenance, use or operation of the Leased Premises, whether or not the foregoing described use and activities be by GLAHS or by anyone directly or indirectly employed by GLAHS.

Such insurance shall be maintained in amounts of not less than \$1,000,000.00 for injury to one person in any single occurrence and not less than 2,000,000 in the aggregate, or such larger amounts as correspond with the recovery limits applicable to governmental entities under C.R.S. 24-10-114(1) as the same may be from time to time amended. The policy shall be endorsed to include the Town as additional insured and to provide that the coverage afforded under the policy shall not be

canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. Such coverage shall be primary insurance, and any insurance carried by the Town or carried or provided through any insurance pool to which the Town belongs shall be excess and not contributory insurance to that provided by GLAHS. Upon the Town's request, GLAHS shall promptly furnish the requesting entity with a certificate of insurance evidencing the insurance coverage required by this Paragraph.

- 8.5 Failure on the part of GLAHS to procure and maintain policies providing the required insurance coverage, conditions, and minimum limits provided in this Article shall constitute a material breach of this Agreement, for which the Town may immediately terminate this Agreement, or at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all sums so paid by the Town shall be repaid by GLAHS upon demand.
- 8.6 The Parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et seq.*, as from time to time amended, or otherwise available to the Town or its officers, agents or employees.

ARTICLE 9.0 - ASSIGNMENT OR SUBLETTING

- 9.1 GLAHS shall not assign its interests under this Lease nor sublet the Leased Premises, in whole or in part, without first obtaining the Town's express written consent in each instance. In the event of any permitted assignment or subletting hereunder, GLAHS shall remain liable to the Town for the performance of all terms, covenants and provisions of this Lease, unless GLAHS is released in writing by the Town.

ARTICLE 10.0-DEFAULT BY GLAHS; REMEDIES

- 10.1 If GLAHS defaults in the performance of any of its obligations under this Lease, the Town may give written notice of such default to GLAHS. If the default is not cured within ten (10) days after such written notice is given, the Town may elect to terminate this Lease by giving a further written notice of such termination to GLAHS. If such further notice is given, this Lease shall terminate on the date fixed in such notice as completely as if that were the date herein definitely fixed for expiration of the term of this Lease, and GLAHS shall then surrender the Leased Property to the Town.
- 10.2 No remedy conferred upon or reserved to the Town shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

ARTICLE 11.0 – NOTICE

- 11.1 Except as otherwise expressly provided herein, all notices required or permitted under this Lease shall be in writing and shall be delivered in person or sent by United States certified mail return receipt requested. If sent by mail, a notice shall be deemed to have been properly given when deposited in any post office, branch post office, or mail depository regularly maintained by the United States Postal Service and sent by certified mail, return receipt requested, with postage thereon pre-paid, addressed as follows:

To the Town: Town of Grand Lake
 Attn: Town Manager
 PO Box 99
 Grand Lake, CO 80447-0099

To GLAHS: GLAHS
 Attn: President
 PO Box 656
 Grand Lake, CO 80447

ARTICLE 12.0 – MISCELLANEOUS PROVISIONS

- 12.1 This lease shall be construed under and shall be governed by the Laws of the State of Colorado, the District Court of Grand County which shall have exclusive jurisdiction over any court action arising there from.
- 12.2 This Lease embodies the entire agreement and understanding between the Parties relating to the subject matter hereof and may not be altered or amended except by a written document signed by both Parties and specifically referring hereto.
- 12.3 Except as otherwise expressly provided herein, this Lease and the rights and duties of the Town and GLAHS hereunder shall be binding upon and shall inure to the benefit of their respective successors and permitted assigns.
- 12.4 Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town under this Lease not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year. To the extent that any of the Town's obligations under this Lease are deemed to constitute a multi-year fiscal obligation, the Town's performance will be conditioned upon annual appropriation by the Town Council, in its sole discretion.
- 12.5 The Town and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Lease, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental

Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

IN WITNESS WHEREOF, the Parties have hereunto subscribed their signatures, effective the date first above mentioned.

TOWN OF GRAND LAKE

BY: _____
Stephan Kudron, Mayor

ATTEST:

Jennifer Thompson, Town Clerk

GRAND LAKE AREA HISTORICAL SOCIETY

BY: _____
Jim Cervenka, President

ATTEST:

Elin Capps, Secretary



To: Mayor Kudron and the Board of Trustees
From: John Crone, Town Manager
Re: Hilly Lawn 2022 Contract
Date: Dec. 13, 2021

Background

For many years, the Town has contracted with Hilly Lawn to provide landscape services on our numerous plantings. Hilly Lawn's service has always been performed with skill and professionalism.

The proposed 2022 contract incorporates several increases over the 2021 contract. The contract includes an increase of ten percent in pay to account for an increased cost of living and an increase in the scope of the work. The scope of work is increasing because of Park Avenue plantings and Hilly Lawn taking over maintenance of five lamp post gardens on Grand Avenue. The contract also includes an increase in the gas allowance to reflect increased gas costs, and an increase in the materials budget to reflect the additional plantings that Hilly Lawn will be maintaining.

The 2021 contract totaled \$46,135. The proposed 2022 contract totals \$54,290. The 2022 contract will cover significantly more gardens and plantings than the Town maintained in 2021.

Staff recommends that the Board approve a contract with Hilly Lawn for landscape services in 2022.

Motion

If the Board wishes to continue employing Hilly Lawn in 2022, it should adopt the following motion:

I move to instruct the Mayor to execute the attached contract with Hilly Lawn for 2022 landscape services.

**AGREEMENT FOR LANDSCAPING
AND GARDENING SERVICES**

THIS AGREEMENT, dated this 13th day of December 2021, is by and between the Town of Grand Lake (Town) and Carol Ann Thompson and Carla Lawn, d/b/a Hilly Lawn, 9921 Highway 34, #31, Grand Lake, Colorado (Landscape) for contract gardening and landscaping services:

WITNESSETH:

That in and for consideration of the services to be rendered and the compensation to be received, the Town and Landscape covenant and agree as follows:

1) Landscape is hired by the Town for contract gardening and landscaping. Total compensation for the period of this Contract shall be Forty-Two Thousand Three Hundred Ninety Dollars (\$42,390.00), which shall be prorated over six months in equal payments (\$7,065.00) and Reimbursed fuel at One Thousand Four dollars (\$1,400.00), which shall be prorated over six months in equal payments (\$233.33) beginning in June (for month of May) and ending in November (for month of October). It shall be the Landscape's responsibility to bill the Town in accordance with the Town's normal billing/accounts payable cycles.

2) General supplies, including plants, fertilizer, plant food, etc., whether purchased by the Landscape and reimbursed by the Town or charged to a Town credit account, shall not exceed Ten Thousand Five Hundred Dollars (\$10,500). Landscape shall keep a written record of all supplies purchased. Any reimbursement or expenditures in excess of these amounts must be approved in advance, in writing, by the Town Manager.

3) Landscape is classified as a contract laborer. As such, the Town shall not withhold taxes nor contribute FICA or Workers' Compensation insurance for, or on behalf of, Landscape. Landscape shall not be entitled to vacation pay, sick leave, holiday pay, or other benefits accorded to regular employees as the same are defined in the Town's personnel policies. It is understood that Landscape will supply, if applicable, its own Workers' Compensation coverage.

4) Landscape shall be responsible for the acts, errors, or omissions of Landscape and its employees, consultants, agents and any other persons employed or retained on behalf of Landscape in connection with this Agreement. Landscape agrees to indemnify, hold harmless and defend the Town and its directors, officers, trustees, employees, agents, and attorneys for the actions, errors and omissions of Landscape and Landscape's employees, consultants, agents and any other persons employed or retained on behalf of Landscape in the performance of this Agreement. The parties recognize that the Town is a governmental entity subject to the provisions of the Colorado Governmental Immunity Act, Section 24-10-101. et seq., C.R.S., and the Town does not waive any of its rights under the Act by entering into this Agreement.

5) At its sole cost, Landscape agrees to purchase and maintain in effect through the terms of this Agreement, insurance that will protect the Town and Landscape from claims which may arise out of, result from or be related to the Landscape's performance of the work outlined in this Agreement, whether such performance be by the Landscape or by someone directly or indirectly retained or employed by Landscape or by anyone for whose acts, errors, or omissions any of them may be liable. A copy of all policies or signed certificates of insurance shall be on file with the Town at all times, shall be appropriately endorsed to give the Town a minimum of thirty (30) days notice of cancellation or intention of non-renewal or restriction of coverage, and shall be statutory in

conformance with the laws of the State of Colorado. Such insurances required herein shall be written for limits as follows:

- A. Commercial General Liability
 - i. Bodily Injury and Property Damage
 - \$2,000,000 each occurrence
 - \$4,000,000 aggregate
 - ii. Personal Injury
 - \$2,000,000 each occurrence
 - \$4,000,000 aggregate

- B. Commercial Automobile Liability
 - i. Bodily Injury & Property Damage (Combined Single Limit)
 - \$1,000,000 any one accident or loss

6) It is specifically agreed that neither Landscaper nor any person working on its behalf on the project shall discriminate against any person because of age, race, sex, national origin, ancestry, disability or religion.

7) Landscaper’s work shall be coordinated with, and overseen by, the Town’s Public Works Director with policy guidance from the Town’s Greenways Committee.

8) Landscaper will comply with all local, State and Federal laws and regulations.

9) This Agreement may be terminated by either party upon ten (30) days written notice.

10) This Agreement shall be in force and effect beginning on May 1, 2022 and shall terminate on or before October 31, 2022 with the understanding that there is a budget amount of \$36,702 for landscaping services, \$6,000 for supplies and \$990 for fuel, which may not be exceeded in the fiscal year 2022, unless authorized in advance, in writing, by the Town Manager.

TOWN OF GRAND LAKE

By: _____
Stephan Kudron, Mayor

By: _____
Carol Ann Thompson

By: _____
Carla Lawn



KROB LAW OFFICE, LLC
Attorneys at Law

MEMORANDUM

To: Grand Lake Board of Trustees

From: Scott Krob, Krob Law Office LLC, Town Attorneys

Date: December 9, 2021

Re: Amendment extending Manager's Contract through January 2022

Town Manager John Crone's Employment Agreement with the Town of Grand Lake expires on December 31, 2021. Under the provisions of the Agreement, the Board of Trustees is obligated to conduct a performance evaluation of John as the Town Manager before the Agreement expires in order to determine whether to renew the contract, the terms and compensation of any such renewal, and to determine Manager goals for the following year. In conferring with Mayor Kudron, he felt, and I agree, that it was important to receive the results of the recent CIRSA investigation before conducting the Manager's performance evaluation and that there was insufficient time to complete the process between now and the end of the year. I have drafted a proposed Amendment to Employment Agreement for the BOT's consideration which, if approved, would extend the Manager's contract for a period of one month, to the end of January 2022, to allow time for completion of the performance evaluation and related matters.

AMENDMENT TO EMPLOYMENT AGREEMENT

THIS AMENDMENT to Employment Agreement (“Amendment”) is entered into this ____ day of December 2021, by and between the Town of Grand Lake, Colorado (“the Town”) and John F. Crone (“the Manager”).

WHEREAS, the Town and the Manager entered into an Employment Agreement (“the Agreement”) dated January 11, 2021; and

WHEREAS, the Agreement addressed the terms and conditions of the Town’s employment of the Manager during 2021; and

WHEREAS, the Agreement expires by its terms on December 31, 2021; and

WHEREAS, the Section 12.C. of the Agreement provides that the Board of Trustees will conduct a performance evaluation to determine, in part, whether to renew the Agreement and, if so, the terms of the Manager’s compensation under such renewal; and

WHEREAS, the parties agree that due to circumstances not caused by either party an additional month is needed, through and including January 31, 2022, in order for the Board of Trustees to complete Manager’s performance evaluation and to determine whether to renew the Agreement and the provisions of any such renewal.

**NOW THEREFOR IN MUTUAL CONSIDERATION OF THE RIGHTS AND OBLIGATIONS
HEREUNDER, THE PARTIES AGREE AS FOLLOWS:**

1. The expiration date of the Agreement as provided in Section 2 of the Agreement is hereby extended from December 31, 2021 to and including January 31, 2022.
2. Manager shall be compensated in amount of \$8,892.38 for services provided during January 2022.
3. All other benefits shall continue to accrue as provided during the initial term.
4. Except as specifically amended, all other provisions of the Agreement remain unchanged.

TOWN OF GRAND LAKE

JOHN F. CRONE

By: _____
Steve Kudron, Mayor
