



## 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

### 2-22-2021 Board of Trustee Workshop & Evening Meeting This Virtual Meeting will be streamed live online

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#### Monday February 22, 2021 – Work Session 4:30 PM

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1. Call to Order
2. Roll Call
3. Conflicts of Interest
4. Grand County Open Lands, Rivers and Trails Fund Report – Anna Drexler-Dreis (**Pg. W2**)
5. Community House Presentation – Ken Fucik
6. Code Enforcement Update – Doug Dafoe
7. Financial Obligation Discussion

#### Monday February 22, 2021 – Evening Meeting 6:00 PM

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- A. Call to Order
- B. Pledge of Allegiance
- C. Announcements
- D. Roll Call
- E. Conflicts of Interest
- F. Public Comments (limited to 3 minutes)
- G. Meeting Minutes – Consideration to approve meeting minutes dated February 8, 2021 (**Pg. E2**)
- H. Financial Review – Account Balances as of January 31, 2021 (**Pg. E7**) Sales Tax Reporting (**Pg. E47**)
- I. Consideration of Proposed Site Selection for Art Space / Space to Create (**Pg. E53**)
- J. Consideration of Small Cell Regulations (**Pg. E57**)
- K. Discussion of Tree Grant Award (**Pg. E87**)
- L. Discussion of Streetscape Schedule (**Pg. E103**)
- M. Discussion of GLFPD Fee Schedule for Short Term Rental Inspections (**Pg. E105**)
- N. Managers' Report
- O. Mayors Report
- P. Future Items for Consideration
- Q. 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 February 8, 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. via Go to Meeting virtual platform
- PLEDGE OF ALLEGIANCE:** Mayor Kudron led everyone in reciting the Pledge of Allegiance
- ROLL CALL PRESENT:** Mayor Kudron, Mayor Pro-Tem Landy, Trustees Southway, Bruton, Bjorkman, Calvin-Braley and Arntson; Town Clerk Thompson, Town Manager Crone
- ABSENT** None
- 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 – **None**
- 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. Time limited for Public comments is 3 minutes. **None**
- MEETING MINUTES:** **Consideration to approve Meeting Minutes dated January 25, 2021**
- Trustee Bruton made a motion to approve the meeting minutes dated January 25, 2021 with an update to the Trustee names. Trustee Bjorkman seconded the motion. Town Clerk Thompson called the vote:
- |                       |     |
|-----------------------|-----|
| Mayor Kudron          | Aye |
| Mayor Pro-Tem Landy   | Aye |
| Trustee Southway      | Aye |
| Trustee Bjorkman      | Aye |
| Trustee Calvin-Braley | Aye |
| Trustee Arntson       | Aye |
| Trustee Bruton        | Aye |
- FINANCIAL REVIEW:** **Review of December 2020 Revenue & Expenditures**
- NEW BUSINESS:** **Consideration of Resolution 01-2021, a Resolution authorizing the opening of a Town of Grand Lake Accounts Payable account for the purpose of distributing payments to vendors and designating individuals authorized to conduct transactions with respect to this account**
- Trustee Southway made a motion to approve Resolution 01-2021, as presented. Trustee Bruton seconded the motion. Town Clerk Thompson called the vote:

## RECORD OF PROCEEDINGS

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

### Consideration to grant a Variance Pursuant to Municipal Code 12-2-29, Shoreline and Surface Regulations for the purpose of Riverbank repair on North Inlet at Lemmon Lodge

Trustee Arntson made a motion to approve the Variance Request, as presented. Trustee Bjorkman seconded the motion. Town Clerk Thompson called the vote:

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

### Consideration to approve RFP Documents and direct Staff to proceed in soliciting bids for a Municipal Lands Master Plan Consultant

Trustee Calvin-Braleley made a motion to approve the RFP documents, as presented. Trustee Bruton seconded the motion. Town Clerk Thompson called the vote:

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

### **MANAGERS REPORT:**

The state has just moved to a new dial that will allow for more flexibility and larger size limits. Grand County is still experiencing significant numbers of new cases. We had 121 new cases in the last seven-day period. Because of these high numbers, Grand County is still at a modified level Orange. For current restrictions it is still best to go to the County's Public Health webpage. The County is still giving out vaccines based on the state guidelines. If you sign up on the Public Health webpage, you will be notified when you are eligible for your shots.

Despite the latest snowfall, it continues to be a miserable snow year. The Park still has not opened the trail due to a lack of snow (although they did allow Trail Groomers to start grooming and packing down the snow that we have). The Town, RMNP and the Grand Lake Trail Groomers recently collaborated to build the new snow fences that you can see just north of Sloopy's. Hopefully, these fences will capture snow and limit the effects of the west winds on the Trail. The best place to get up to date information about the trails is at [www.grandlaketraillgroomers.com](http://www.grandlaketraillgroomers.com)

## RECORD OF PROCEEDINGS

The Town docks were severely damaged by an ice event last December. We have been working with our insurance company to file a claim. After meeting with CIRSA last week it is almost certain that the damage will be a covered claim. We have been working with the same company where we last purchased the docks (\$126,000 in 2006) to see what replacement options are available. We may have to start the season with a limited number of boat slips until we get a new dock delivered. The Grand Lake Chamber of Commerce is currently hosting its virtual Winter Carnival. They did a great job coming up with ideas for this year's event. Visit their website [GoGrandLake.com](http://GoGrandLake.com) to see how you can get involved.

### **MAYORS REPORT:**

This morning I had an opportunity to meet with DiAnn Butler and the members of Grand County Economic Development along with Patrick Brower, Jonah Landy and Ernie Bjorkman. DCI, the Northwest Colorado Council of Governments, and the Northwest Small Business Assistance Center were also included. We were discussing how does the little Town of Grand Lake and the greater Community get through all of these challenges and address the continuing needs of a Town that it is not easy for businesses. The conversations are continuing, and we have an awful lot of resources for our businesses, not only the ones that are here but also trying to find solutions and ways to be able to assist our Chamber and fill up our empty businesses.

We want to give the new businesses a chance to succeed. It was a very productive conversation that the Town is continuing to be involved in. Jonah Landy, our Mayor Pro-Tem, is our representative to the Northwest Colorado Council of Governments and Ernie Bjorkman is the representative to the Grand Lake Business Relief Fund. There is a lot of work to be done but there is that recognition that you can't just do it alone. You need a community and you need some smart people to help you get things moving along. That includes bringing in business banks that know how to work with small businesses and be able to get things like grand funding done. We look forward to being able to share some more information on that.

Kim White asked that we do announce there is still COVID testing being done on Tuesdays and Saturdays at the Pitkin House. Please check the County Public Health website for more details on testing information and to look at that COVID 2.0 dial and to also learn about how to get the testing done, as well as, to get on the vaccine list. I also had the opportunity today to spend some time with Mark Wolcamp. He is the President of the Columbine Country Club HOA. I have been invited to attend their Board of Directors meeting on Saturday at 9 AM to give them an update on the Stanley Property.

As I have spoken with all of the Trustees, we have talked about some of the things like wildlife buffers and water and we are going to continue those conversations, as well as, the commitment by the Town to make sure that as we move forward with all of our projects that we need to get done. We will continue to listen to the needs of the Community, but also understanding that the needs of the Town of Grand Lake are what we were elected to take care of. Our challenge is to make sure we are able to meet those needs and also have the least amount of impact, but mostly have a positive impact on our Community as we make changes for the future.

## RECORD OF PROCEEDINGS

What I've heard in talking with all of the different organizations that are coming in and working, by the way if you see people with clipboards walking around, is that all of the Public Lands that have been impacted by the fires are currently being assessed by the Federal Teams who are in Grand County to take a look and see exactly what is the damage on all of the properties and how we can work together with public and private partnerships in order to get that work done. Everything is in timing and it's all about the recovery. We are going to continue to be in recovery mode. People are going to ask questions and try to find out what we can do and how can we do it. Also, what in the world is normal going to look like for us. I don't have those answers, but we are going to do the very best we can, and we will make it as normal as Grand Lake possibly can. I think of so many impacts that the world has had because of COVID and Grand Lake has to have been one of the happiest and most amazing places this past summer, for not only the people that live here, but also the visitors. We have a lot of UV rays, we have a lot of good breezes, and we spend a lot of time outside, so I think those are some of the solutions.

The last thing I want to do is Thank all of our Staff. There are 17 of them that work for the Trustees and work for the Town. They all have names and they all do amazing things and I guess I have never named them all at once. So here I go. First of all, the people at the Grand Lake Center. Thank you to Crystal and thank you to Katie. Katie is taking on the job as back up to our Town Clerk, Jenn Thompson, should she not be able to be here because she is always here! I want to thank our Water Department. I want to thank Dave Johnson and I want to thank Jerry and I want to thank Kial. And for those of you on the Board who have not known, we operated with two employees for a long time. Kial got hired on part time before COVID hit and he was recently hired full time and given benefits. Kial is the youngest of that crew so I think Dave and Jerry have said he has to stick around for 40 years before he can leave, but he has to hire the next guys too!

Public Works: first off Thank you Keith Everhart. He is quite the rock star, but at the same time he could not do it without Randy and Tracy and Mike and Patrick. Thank you guys! Things have changed here and now seven days a week you will see one of the crew driving around in the Tool Cat or the Grader. When that Grader comes around you guys are going to see Tracy so don't make him nervous! He has been getting a lot of training these past couple of weeks. Doug Dafoe, our Code Enforcement, thank you for helping out in the next few weeks because the man has been known to be behind a snowplow in the past. So, we have some much-needed help!

In Town Hall, Sandra who has taken on responsibilities and rebuilding her home, also Kim, Lisa, Jennifer, Doug, and Rita. Thank you! All of these people not only have they been doing their jobs, but they have been doing other people's jobs too because they have all been learning how to work with each other and to be a great team. Finally, I want to thank John Crone, our Town Manager. I appreciate everything that he has done. It's been a tough year. There has been pushback, there's been good, bad and some ugly that has happened. I can tell you that all 17 of those people I just named, every one of them, want to do the very best job for this little Town of Grand Lake. From the bottom of my heart, every single one of you, Thank You! You mean the world and this Board could not have the joy of dreaming about a better Grand Lake without you guys. I truly appreciate you all.

**RECORD OF PROCEEDINGS**

**ADJOURNMENT:**

Trustee Arntson made a motion to adjourn the meeting. Trustee Bruton seconded the motion. Town Clerk Thompson called the vote:

<b>Mayor Kudron</b>	<b>Aye</b>
<b>Mayor Pro-Tem Landy</b>	<b>Aye</b>
<b>Trustee Southway</b>	<b>Aye</b>
<b>Trustee Bjorkman</b>	<b>Aye</b>
<b>Trustee Calvin-Brale</b>	<b>Aye</b>
<b>Trustee Arntson</b>	<b>Aye</b>
<b>Trustee Bruton</b>	<b>Aye</b>

This meeting of the Board of Trustees was adjourned at 8:21 PM.

(Attest)

\_\_\_\_\_  
Jennifer Thompson, Town Clerk

\_\_\_\_\_  
Steve Kudron, Mayor

**TOWN OF GRAND LAKE**  
**CASH AND INVESTMENT ACCOUNT BALANCES AS OF January 31, 2021**

E7

	General Fund	Water Fund	Marina Fund	PAYT Fund	Cap Imp Fund
ColoTrust ( NR )	\$942,445.34	\$1,524,470.07	\$415,999.02		\$713,333.06
CSAFE ( NR )	\$197,818.98	\$66,084.29			
Grand Mountain Bank & US Bank ( NR )	\$1,448,108.11	\$68,250.96	\$418,763.12	\$121,960.53	\$495,604.51
US Bank ( NR )		\$34,842.05			
<b>TOTAL</b>	<b><u>\$2,588,372.43</u></b>	<b><u>\$1,693,647.37</u></b>	<b><u>\$834,762.14</u></b>	<b><u>\$121,960.53</u></b>	<b><u>\$1,208,937.57</u></b>

**TOTAL CASH/INVESTMENTS: \$6,447,680.04**

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

**GENERAL FUND**  
**STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL**  
**For the Month Ended January 31, 2021- Unadjusted**

<b>Revenues</b>	<b>Original Budget</b>	<b>Actual Amounts</b>	<b>Variance with Budget - Positive (Negative)</b>	<b>%</b>
<b>Taxes</b>				
Property Tax	\$ 333,958	\$ 1,971	\$ (331,987)	0.6
Specific Ownership Tax	15,000	-	(15,000)	-
General Sales Tax	1,741,825	-	(1,741,825)	-
Building Use Tax	45,000	23,235	(21,765)	51.6
Motor Vehicle Use Tax	40,000	7,447	(32,553)	18.6
Cigarette Tax	3,000	453	(2,548)	15.1
Franchise Tax	67,500	1,497	(66,003)	2.2
Subtotal Taxes	<u>2,246,283</u>	<u>34,603</u>	<u>(2,211,680)</u>	<u>1.5</u>
<b>Licenses &amp; Permits</b>				
Business Licenses	30,000	-	(30,000)	-
Rental Licenses	70,000	1,800	(68,200)	2.6
Liquor License	4,500	-	(4,500)	-
Other Licenses	3,700	319	(3,381)	8.6
Subtotal Licenses & Permits	<u>108,200</u>	<u>2,119</u>	<u>(106,081)</u>	<u>2.0</u>
<b>Intergovernmental</b>				
County Road and Bridge	6,492	-	(6,492)	-
Grants	-	-	-	-
Highway Users Tax	30,000	2,195	(27,805)	7.3
Conservation Trust Fund	2,000	-	(2,000)	-
Other Intergovernmental	1,000	-	(1,000)	-
Subtotal Intergovernmental	<u>39,492</u>	<u>2,195</u>	<u>(37,297)</u>	<u>5.6</u>
<b>Charges for Services</b>				
Attainable Housing Fee	2,000	-	(2,000)	-
Zoning and Subdivision Review	2,000	-	(2,000)	-
Cemetery	4,200	-	(4,200)	-
Grand Lake Center	59,600	6,166	(53,435)	10.3
Other Charges for Services	2,600	742	(1,858)	28.5
Subtotal Charges for Services	<u>70,400</u>	<u>6,907</u>	<u>(63,493)</u>	<u>9.8</u>
<b>Fines and Forfeitures</b>	-	-	-	-
<b>Fees and Leases</b>	2,500	625	(1,875)	25.0
<b>Net Investment Income</b>	18,000	379	(17,621)	2.1
<b>Contributions</b>	-	-	-	-
<b>Other Revenue</b>	40,052	55	(39,997)	0.1
<b>Capital Specific Revenue</b>	2,005,000	-	(2,005,000)	-
<b>Total Revenues</b>	<u>\$ 4,529,927</u>	<u>\$ 46,884</u>	<u>\$ (4,483,043)</u>	<u>1.0</u>

**GENERAL FUND**  
**STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL**  
**For the Month Ended January 31, 2021- Unadjusted**

<b>Expenditures</b>	<b>Original Budget</b>	<b>Actual Amounts</b>	<b>Variance with Budget - Positive (Negative)</b>	<b>%</b>
<b>Current:</b>				
<b>Boards and Committees</b>				
Board of Trustees	\$ 112,009	\$ 91,667	\$ 20,342	81.8
Cemetery Committee	11,550	-	11,550	-
Planning Commission & Board of Adjustment	20,300	-	20,300	-
Greenways Committee	47,585	-	47,585	-
Subtotal Boards and Committees	<u>191,444</u>	<u>91,667</u>	<u>99,777</u>	<u>47.9</u>
<b>Administration</b>				
Personnel	448,850	31,885	416,965	7.1
Supplies	30,222	551	29,671	1.8
Repairs and Maintenance	20,250	39	20,211	0.2
Purchased Services	67,225	2,455	64,770	3.7
Utility Services	15,300	1,654	13,646	10.8
Professional Services	52,500	-	52,500	-
Marketing	127,964	26,653	101,311	20.8
Other	121,400	6,202	115,198	5.1
Subtotal Administration	<u>883,711</u>	<u>69,441</u>	<u>814,270</u>	<u>7.9</u>
<b>Economic Development Grants</b>	<u>32,200</u>	<u>7,200</u>	<u>1,211,575</u>	<u>22.4</u>
<b>Public Safety</b>				
Personnel	-	3,348	(3,348)	-
Purchased Services	165,858	-	165,858	-
Subtotal Public Safety	<u>165,858</u>	<u>3,348</u>	<u>162,510</u>	<u>2.0</u>
<b>Public Works</b>				
Personnel	413,039	34,235	378,804	8.3
Supplies	21,000	-	21,000	-
Repairs and Maintenance	183,500	1,073	182,427	0.6
Purchased Services	19,900	856	19,044	4.3
Utility Services	43,500	2,231	41,269	5.1
Professional Services	2,000	-	2,000	-
Other	22,500	5	22,495	0.0
Subtotal Public Works	<u>\$ 705,439</u>	<u>\$ 38,400</u>	<u>\$ 667,039</u>	<u>5.4</u>

**GENERAL FUND**  
**STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL**  
**For the Month Ended January 31, 2021- Unadjusted**

Expenditures	Original Budget	Actual Amounts	Variance with Budget - Positive (Negative)	%
<b>Grand Lake Center</b>				
Personnel	\$ 159,989	\$ 13,082	\$ 146,907	8.2
Supplies	14,000	82	13,918	0.6
Repairs and Maintenance	37,700	22	37,678	0.1
Purchased Services	-	-	-	-
Utility Services	32,980	2,588	30,392	7.8
Professional Services	6,730	84	6,646	1.2
Other	21,542	1,952	19,590	9.1
Subtotal Grand Lake Center	<u>272,941</u>	<u>17,810</u>	<u>255,131</u>	<u>6.5</u>
<b>Parks</b>				
Personnel	62,160	4,787	57,373	7.7
Supplies	19,000	992	18,008	5.2
Repairs and Maintenance	48,100	858	47,242	1.8
Purchased Services	-	-	-	-
Utility Services	24,500	686	23,814	2.8
Professional Services	-	-	-	-
Other	6,750	1,759	4,991	26.1
Parks Capital	1,517,678	350	1,517,328	0.0
Subtotal Parks	<u>1,678,188</u>	<u>9,433</u>	<u>1,668,755</u>	<u>0.6</u>
<b>Capital Outlay</b>	<u>1,021,627</u>	<u>-</u>	<u>1,021,627</u>	<u>-</u>
<b>Debt service</b>				
Lease Principal	148,645	6,025	142,620	4.1
Lease Interest	14,058	922	13,136	6.6
Subtotal Debt Service	<u>162,703</u>	<u>6,947</u>	<u>155,756</u>	<u>4.3</u>
<b>Reserves</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Total Expenditures</b>	<u>5,114,111</u>	<u>244,245</u>	<u>4,844,866</u>	<u>4.8</u>
<b>Net Change in Fund Balance*</b>	(584,184)	(197,361)	361,823	33.8
<b>Fund Balance - Beginning</b>	<u>2,018,575</u>	<u>2,038,410</u>	<u>19,835</u>	<u>101.0</u>
<b>Fund Balance - Ending</b>	<u>\$ 1,434,391</u>	<u>\$ 1,841,049</u>	<u>\$ 381,658</u>	<u>128.4</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 January 31, 2021- Unadjusted**

<b>Revenues</b>	<b>Original Budget</b>	<b>Actual Amounts</b>	<b>Variance with Budget - Positive (Negative)</b>	<b>%</b>
Taxes				
General Sales Tax	\$ 435,000	\$ -	\$ (435,000)	-
Subtotal Taxes	435,000	-	(435,000)	-
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	175	(14,825)	1.2
<b>Total Revenues</b>	<b>1,356,000</b>	<b>175</b>	<b>(1,355,825)</b>	<b>0.0</b>
<b>Expenditures</b>				-
Current:				-
Operations	1,000	-	1,000	-
Capital Outlay	1,977,795	-	1,977,795	-
Debt service				
Bond Principal	115,000	-	115,000	-
Bond Interest	163,950	-	163,950	-
Subtotal Debt Service	278,950	-	278,950	-
Reserves	-	-	-	-
<b>Total Expenditures</b>	<b>2,257,745</b>	<b>-</b>	<b>2,257,745</b>	<b>-</b>
<b>Net Change in Fund Balance*</b>	<b>(901,745)</b>	<b>175</b>	<b>901,920</b>	<b>(0.0)</b>
<b>Fund Balance - Beginning</b>	<b>1,221,284</b>	<b>1,257,996</b>	<b>36,712</b>	<b>103.0</b>
<b>Fund Balance - Ending</b>	<b>\$ 319,539</b>	<b>\$ 1,258,171</b>	<b>\$ 938,632</b>	<b>393.7</b>

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

**WATER FUND**  
**SCHEDULE OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL**  
**For the Month Ended January 31, 2021-Unadjusted**

	Original Budget	Actual Amounts	Variance with Budget - Positive (Negative)	%
<b>Revenues</b>				
Water Sales	\$ 600,500	\$ 152,894	\$ (447,606)	25.5
Tap Fees	30,000	-	(30,000)	-
Resale Meters	500	-	(500)	-
Bulk Water Permits	500	-	(500)	-
Miscellaneous	-	-	-	-
Sale of Assets	-	-	-	-
Interest Income	20,000	146	(19,854)	0.7
Reimbursement Income	-	-	-	-
Capital Lease Proceeds	-	-	-	-
Total Revenues	651,500	153,041	(498,459)	23.5
<b>Expenditures</b>				
Personnel	430,534	29,367	401,167	6.8
Office Supplies	10,885	(20)	10,905	(0.2)
Operations Supplies	14,100	1,286	12,814	9.1
Repairs and Maintenance	38,950	156	38,794	0.4
Resale Supplies	5,650	-	5,650	-
Purchased Services	19,120	1,649	17,471	8.6
Utilities	36,000	2,727	33,273	7.6
Professional Services	11,000	-	11,000	-
Other Expenses	16,150	3,091	13,059	19.1
Capital Contingency	1	-	1	-
Debt Service-Principal	67,247	-	67,247	-
Debt Service-Interest	27,541	-	27,541	-
Total Expenditures	677,178	38,255	638,923	5.6
<b>Excess Revenues Over (Under)</b>				
<b>Expenditures</b>	(25,678)	114,785	140,463	(447.0)
<b>Funds Available - Beginning</b>	1,571,051	1,725,072	154,021	109.8
<b>Funds Available - Ending</b>	\$ 1,545,373	\$ 1,839,857	\$ 294,484	119.1

**MARINA FUND**  
**SCHEDULE OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL**  
**For the Month Ended January 31, 2021-Unadjusted**

	Original Budget	Actual Amounts	Variance with Budget - Positive (Negative)	%
<b>Revenues</b>				
Marina Rentals	\$ 325,000	\$ -	\$ (325,000)	-
Tours	65,000	-	(65,000)	-
Rentals	8,200	-	(8,200)	-
Miscellaneous	3,000	-	(3,000)	-
Interest Income	4,000	68	(3,932)	1.7
Sale of Assets	20,000	-	(20,000)	-
Total Revenues	<u>425,200</u>	<u>68</u>	<u>(425,132)</u>	<u>0.0</u>
<b>Expenditures</b>				
Personnel	230,904	9,397	221,507	4.1
Office Supplies	1,375	-	1,375	-
Operations Supplies	15,500	-	15,500	-
Fireworks	26,000	-	26,000	-
Repairs and Maintenance	16,800	-	16,800	-
Permits and Fees	26,275	-	26,275	-
Purchased Services	20,575	84	20,491	0.4
Utilities	2,800	165	2,635	5.9
Professional Services	2,300	-	2,300	-
Other Expenses	7,751	713	7,038	9.2
Capital Outlay	217,597	-	217,597	-
Total Expenditures	<u>567,877</u>	<u>10,358</u>	<u>557,519</u>	<u>1.8</u>
<b>Excess Revenues Over (Under)</b>				
<b>Expenditures</b>	(142,677)	(10,290)	132,387	7.2
<b>Funds Available - Beginning</b>	801,395	850,856	49,461	106.2
<b>Funds Available - Ending</b>	<u>\$ 658,718</u>	<u>\$ 840,566</u>	<u>\$ 181,848</u>	<u>127.6</u>

**PAY AS YOU THROW FUND**  
**SCHEDULE OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL**  
**For the Month Ended January 31, 2021- UNADJUSTED**

	<u>Original Budget</u>	<u>Actual Amounts</u>	<u>Variance with Budget - Positive (Negative)</u>	<u>%</u>
<b>Revenues</b>				
Bag Sales	\$ 78,850	\$ 5,550	\$ (73,300)	7.0
Interest Income	\$ 200	18	(182)	8.9
Total Revenues	<u>79,050</u>	<u>5,568</u>	<u>(73,482)</u>	<u>7.0</u>
<b>Expenditures</b>				
Operations Supplies	6,000	-	6,000	-
Repairs and Maintenance	13,000	59	12,941	0.5
Purchased Services	36,950	895	36,055	2.4
Professional Services	390	-	390	
Other Expenses	583	-	583	-
Capital Outlay	15,000	-	15,000	-
Total Expenditures	<u>71,923</u>	<u>955</u>	<u>70,968</u>	<u>1.3</u>
<b>Excess Revenues Over (Under)</b>				
Expenditures	7,127	4,613	(2,514)	64.7
Funds Available - Beginning	91,183	125,256	34,073	137.4
Funds Available - Ending	<u>\$ 98,310</u>	<u>\$ 129,869</u>	<u>\$ 31,559</u>	<u>132.1</u>
<b>GRAND TOTAL REVENUE OVER EXPENDITURES</b>	<u>\$ (1,647,157)</u>	<u>\$ (88,079)</u>	<u>\$ 1,534,078</u>	<u>5.3</u>

## GRAND LAKE CENTER

## FINANCIAL REPORT FOR January 31, 2021- Unadjusted

	2021 Year-to-Date Actual	2021 Final Budget	2021 % of Budget
<b>REVENUES</b>			
10-350-101 GL Center - Rental Fees	\$3,600.00	\$17,600.00	20.5%
10-350-111 GL Center - (T) Merch Sales	\$0.00	\$0.00	0.0%
10-350-115 GL Center - (N) Merch Sales	\$0.00	\$0.00	0.0%
10-350-121 GL Center - Memberships	\$2,347.00	\$30,000.00	7.8%
10-350-131 GL Center - Rec Fees	\$218.50	\$12,000.00	1.8%
10-350-201 GL Center - Donations	\$0.00	\$0.00	0.0%
	<u>\$6,165.50</u>	<u>\$59,600.00</u>	<u>10.3%</u>
<b>EXPENDITURES</b>			
10-450-100 Gross Wages - GL Center	\$9,218.21	\$99,376.00	9.3%
10-450-103 OT/Comp Time Buyout	\$0.00	\$0.00	0.0%
10-450-105 Bonus	\$0.00	\$1,350.00	0.0%
10-450-110 Gross Wages-GLC PT/Seasonal	\$0.00	\$0.00	0.0%
10-450-130 GLC Membership Benefit	\$0.00	\$700.00	0.0%
10-450-131 Longevity Benefit	\$0.00	\$0.00	0.0%
10-450-132 ICMA Town Paid Benefit	\$544.52	\$8,058.00	6.8%
10-450-133 Health/Dental-Employee	\$2,245.60	\$35,404.00	6.3%
10-450-135 Dep. Health/Dental	\$0.00	\$1,765.00	0.0%
10-450-136 Medical Benefit Allowance	\$274.68	\$2,916.00	9.4%
10-450-141 Unemployment Insurance	\$67.06	\$298.00	22.5%
10-450-142 Workers' Compensation	\$0.00	\$1,800.00	0.0%
10-450-143 Social Security Match	\$593.02	\$6,745.00	8.8%
10-450-144 Medicare Match	\$138.70	\$1,577.00	8.8%
10-450-211 Gen Office Supplies	\$0.00	\$1,500.00	0.0%
10-450-220 General Operating Supplies	\$0.00	\$0.00	0.0%
10-450-226 Office Equip Lease	\$82.32	\$3,000.00	2.7%
10-450-233 Office Equip Maint	\$22.40	\$600.00	3.7%
10-450-234 Signage	\$0.00	\$0.00	0.0%
10-450-235 Fitness Equip Maint	\$0.00	\$1,500.00	0.0%
10-450-236 Minor/Misc Equipment	\$0.00	\$4,500.00	0.0%
10-450-237 Building Maintenance	\$0.00	\$21,000.00	0.0%
10-450-238 Minor/Misc Furnishings	\$0.00	\$4,000.00	0.0%
10-450-239 Minor Infrastructure Maint	\$0.00	\$10,000.00	0.0%
10-450-250 Backflow Maintenance	\$0.00	\$400.00	0.0%
10-450-252 Resale Supplies	\$0.00	\$1,000.00	0.0%
10-450-312 Computer Services	\$83.55	\$2,820.00	3.0%
10-450-317 Uniform Allowance	\$0.00	\$150.00	0.0%
10-450-318 Trash/Recycle Services	\$0.00	\$480.00	0.0%
10-450-320 Marketing	\$50.00	\$10,000.00	0.5%

8% OF THE FISCAL YEAR HAS ELAPSED

## GRAND LAKE CENTER

## FINANCIAL REPORT FOR January 31, 2021- Unadjusted

10-450-341 Electric Utility	\$1,132.49	\$14,000.00	8.1%
10-450-342 Sewer Utility	\$976.80	\$4,500.00	21.7%
10-450-343 Water Utility	\$0.00	\$2,500.00	0.0%
10-450-344 Telephone/Internet/TV Utility	\$478.51	\$4,000.00	12.0%
10-450-345 Natural Gas Utility	\$0.00	\$7,500.00	0.0%
10-450-350 Maintenance Agreement	\$0.00	\$4,200.00	0.0%
10-450-351 Legal Services	\$0.00	\$1,000.00	0.0%
10-450-352 Audit	\$0.00	\$910.00	0.0%
10-450-355 Purchased Professional Serv.	\$0.00	\$2,000.00	0.0%
10-450-360 Sales Tax	\$0.00	\$92.00	0.0%
10-450-370 Training/Travel	\$0.00	\$300.00	0.0%
10-450-513 Property/Casualty Insurance	\$1,901.89	\$8,000.00	23.8%
10-450-755 Exercise Equipment	\$0.00	\$2,000.00	0.0%
10-450-870 Contingency - GL Center	\$0.00	\$1,000.00	0.0%
10-950-710 Other Capital Assets - No Depr	\$0.00	\$0.00	0.0%
	<u>\$17,809.75</u>	<u>\$272,941.00</u>	<u>6.5%</u>

**NET REVENUES OVER / (UNDER) EXPENDITURES (\$11,644.25)**

TOWN OF GRAND LAKE  
COMBINED CASH INVESTMENT  
JANUARY 31, 2021

COMBINED CASH ACCOUNTS

01-102000	USB CHECKING - PAYROLL	26,103.79
01-104000	2019 UBB MONEY MARKET	2,498,884.02
01-104500	2019 UBB CHKG - OPERATIONS	27,699.42
01-106000	RETURNED CHECK CLEARING ACCT	.00
01-107500	UTILITY CASH CLEARING ACCT	( 5,369.72)
	TOTAL COMBINED CASH	2,547,317.51
01-100000	CASH ALLOCATED TO OTHER FUNDS	( 2,547,317.51)
	TOTAL UNALLOCATED CASH	.00

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	1,442,738.39
20	ALLOCATION TO WATER FUND	68,250.96
40	ALLOCATION TO MARINA FUND	418,763.12
50	ALLOCATION TO PAY-AS-YOU-THROW FUND	121,960.53
90	ALLOCATION TO CAPITAL IMPROVEMENT FUND	495,604.51
	TOTAL ALLOCATIONS TO OTHER FUNDS	2,547,317.51
	ALLOCATION FROM COMBINED CASH FUND - 01-100000	( 2,547,317.51)
	ZERO PROOF IF ALLOCATIONS BALANCE	.00

TOWN OF GRAND LAKE  
BALANCE SHEET  
JANUARY 31, 2021

GENERAL FUND

ASSETS

10-100000	CASH IN COMBINED CASH FUND	1,442,738.39	
10-103000	CSAFE	197,818.98	
10-109100	COLOTRUST	942,445.34	
10-116000	PETTY CASH	250.00	
10-116500	GLC PETTY CASH	80.00	
10-116501	AFTER SCHOOL PROG PETTY CASH	121.25	
10-117000	ACCOUNTS RECEIVABLE	125,852.73	
10-117100	PROPERTY TAXES RECEIVABLE	333,658.00	
10-123000	DUE TO G.L. FROM CUSTOMERS	6,006.25	
10-129000	UNLEADED GAS INVENTORY	2,793.44	
10-130000	DIESEL INVENTORY	847.57	
10-131000	DUE FROM WATER FUND	.00	
10-131001	DUE FROM MARINA FUND	.00	
10-131002	DUE FROM PAYT	.00	
10-143100	GF PREPAID EXPENSES	3,164.14	
10-143500	GLC PREPAID EXPENSES	.00	
10-149000	DEPOSITS PAID	998.00	
	TOTAL ASSETS		3,056,774.09

LIABILITIES AND EQUITY

TOWN OF GRAND LAKE  
BALANCE SHEET  
JANUARY 31, 2021

GENERAL FUND

LIABILITIES

10-200000	ACCOUNTS PAYABLE GENERAL	(	1,852.27)	
10-205000	RETAINAGE PAYABLE		.00	
10-217000	WAGES PAYABLE		.00	
10-217100	SOCIAL SECURITY WITHHOLDING		.00	
10-217200	FEDERAL W/H PAYABLE		.00	
10-217300	STATE W/H PAYABLE		.00	
10-217400	MEDICARE WITHHOLDING		.00	
10-217500	SUTA PAYABLE	(	98.42)	
10-217600	WC PAYABLE	(	9,191.48)	
10-218100	HEALTH/DENTAL/VISION		25,456.86	
10-219100	FLEX MEDICAL		2,613.13	
10-219200	MEDICAL BENEFIT PAYABLE		1,924.28	
10-220000	ICMA W/H PAYABLE		1,613.83	
10-221000	ICMA EMP LOAN PAYABLE		.00	
10-221001	ICMA/ROTH IRA	(	1,447.65)	
10-221100	MISC DEDUCTIONS PAYABLE		.00	
10-222000	DEFERRED REVENUE-PROPERTY TAX		333,658.00	
10-223100	PREPAID FEES		.00	
10-223180	PREPAID NRL		.00	
10-225000	ESCROW MONIES GENERAL		.00	
10-226000	USE TAX DEFERRED REVENUE		368,014.34	
10-228100	GLC CUSTOMER DEPOSITS		5,494.00	
10-228200	GLC PREPAID RENTAL FEES		.00	
10-228300	GLC PREPAID MEMBERSHIPS		5,300.65	
10-228400	EVENT DEPOSITS	(	4,245.00)	
10-228500	LAND USE/MUNI PROP DEPOSITS		2,097.20	
10-232000	DUE TO WATER FROM GF		.00	
10-233000	DUE TO MARINA FROM GF		.00	
	TOTAL LIABILITIES			729,337.47

FUND EQUITY

10-270000	PARKING FEE-IN-LIEU		81,000.00	
10-275000	FUND BALANCE		2,043,139.30	
10-281000	CEMETERY FUNDS		82,512.03	
10-283000	CONSERVATION TRUST FUNDS		33,289.94	
10-284000	ATTAINABLE HOUSING FUNDS		199,365.19	
10-285000	FUND BAL RESVD - INV & PRE PDS		5,091.51	
10-286000	EMERGENCY RESERVES		80,400.00	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER EXPENDITURES - YTD	(	197,361.35)	
	BALANCE - CURRENT DATE	(	197,361.35)	
	TOTAL FUND EQUITY			2,327,436.62
	TOTAL LIABILITIES AND EQUITY			3,056,774.09

TOWN OF GRAND LAKE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	%
<u>GENERAL TAXES</u>					
10-311-100	1,971.00	1,971.00	333,658.00	331,687.00	.6
10-311-110	.00	.00	15,000.00	15,000.00	.0
10-311-120	.00	.00	300.00	300.00	.0
10-311-130	7,446.96	7,446.96	40,000.00	32,553.04	18.6
10-311-140	.00	.00	1,741,825.00	1,741,825.00	.0
10-311-150	23,235.38	23,235.38	45,000.00	21,764.62	51.6
10-311-160	452.50	452.50	3,000.00	2,547.50	15.1
	<u>33,105.84</u>	<u>33,105.84</u>	<u>2,178,783.00</u>	<u>2,145,677.16</u>	<u>1.5</u>
<u>UTILITY FRANCHISE TAX</u>					
10-316-170	.00	.00	21,000.00	21,000.00	.0
10-316-171	307.14	307.14	5,500.00	5,192.86	5.6
10-316-172	.00	.00	30,000.00	30,000.00	.0
10-316-173	1,190.09	1,190.09	11,000.00	9,809.91	10.8
	<u>1,497.23</u>	<u>1,497.23</u>	<u>67,500.00</u>	<u>66,002.77</u>	<u>2.2</u>
<u>LICENSES &amp; PERMITS</u>					
10-321-100	.00	.00	4,500.00	4,500.00	.0
10-321-120	135.00	135.00	500.00	365.00	27.0
10-321-130	179.38	179.38	2,000.00	1,820.62	9.0
10-321-140	.00	.00	300.00	300.00	.0
10-321-150	.00	.00	200.00	200.00	.0
10-321-160	5.00	5.00	150.00	145.00	3.3
10-321-170	.00	.00	400.00	400.00	.0
10-321-175	.00	.00	30,000.00	30,000.00	.0
10-321-180	1,800.00	1,800.00	70,000.00	68,200.00	2.6
10-321-190	.00	.00	150.00	150.00	.0
	<u>2,119.38</u>	<u>2,119.38</u>	<u>108,200.00</u>	<u>106,080.62</u>	<u>2.0</u>
<u>GRANTS</u>					
10-334-210	.00	.00	.00	.00	.0
10-334-900	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>

TOWN OF GRAND LAKE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	%
<u>INTERGOVERNMENTAL</u>					
10-335-130 GRAND CNTY ROAD & BRIDGE	.00	.00	6,492.00	6,492.00	.0
10-335-200 HIGHWAY USER TAX FUND	2,195.40	2,195.40	30,000.00	27,804.60	7.3
10-335-800 CONSERVATION TRUST FUND	.00	.00	2,000.00	2,000.00	.0
10-335-900 OTHER INTERGOVERNMENTAL	.00	.00	1,000.00	1,000.00	.0
<b>TOTAL INTERGOVERNMENTAL</b>	<b>2,195.40</b>	<b>2,195.40</b>	<b>39,492.00</b>	<b>37,296.60</b>	<b>5.6</b>
<u>CHARGES FOR SERVICES</u>					
10-341-100 COURT FEES	.00	.00	.00	.00	.0
10-341-200 CEMETERY	.00	.00	3,200.00	3,200.00	.0
10-341-201 HEADSTONE DEPOSIT	.00	.00	1,000.00	1,000.00	.0
10-341-300 ZONING & SUBDIVISION REVIEW	.00	.00	2,000.00	2,000.00	.0
10-341-400 ATTAINABLE HOUSING FEE	.00	.00	2,000.00	2,000.00	.0
10-341-500 EV CHARGING STATION	115.27	115.27	300.00	184.73	38.4
10-341-600 FUEL DEPOT SURCHARGE	131.56	131.56	1,000.00	868.44	13.2
10-341-625 SPEC EV/MATERIAL RECOVERY FEE	.00	.00	.00	.00	.0
10-341-700 COPIES/FAXES/SODA	.00	.00	100.00	100.00	.0
10-341-850 NIGHTLY RENTAL APPLICATION FEE	495.00	495.00	1,200.00	705.00	41.3
<b>TOTAL CHARGES FOR SERVICES</b>	<b>741.83</b>	<b>741.83</b>	<b>10,800.00</b>	<b>10,058.17</b>	<b>6.9</b>
<u>SOURCE 344</u>					
10-344-260 REIMBURSEMENT INCOME	.00	.00	.00	.00	.0
<b>TOTAL SOURCE 344</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.0</b>
<u>GRAND LAKE CENTER REVENUES</u>					
10-350-101 GL CENTER - RENTAL FEES	3,600.00	3,600.00	17,600.00	14,000.00	20.5
10-350-111 GL CENTER - (T) MERCH SALES	.00	.00	.00	.00	.0
10-350-115 GL CENTER - (N) MERCH SALES	.00	.00	.00	.00	.0
10-350-121 GL CENTER - MEMBERSHIPS	2,347.00	2,347.00	30,000.00	27,653.00	7.8
10-350-131 GL CENTER - REC FEES	218.50	218.50	12,000.00	11,781.50	1.8
10-350-201 GL CENTER - DONATIONS	.00	.00	.00	.00	.0
<b>TOTAL GRAND LAKE CENTER REVENUES</b>	<b>6,165.50</b>	<b>6,165.50</b>	<b>59,600.00</b>	<b>53,434.50</b>	<b>10.3</b>
<u>FINES AND FORFEITURES</u>					
10-351-100 ORDINANCE/TRAFFIC FINES	.00	.00	.00	.00	.0
<b>TOTAL FINES AND FORFEITURES</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.0</b>

TOWN OF GRAND LAKE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2021

		GENERAL FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	%
<u>FEES AND LEASES</u>						
10-353-180	RENT - VISITORS CENTER	625.00	625.00	2,500.00	1,875.00	25.0
	<b>TOTAL FEES AND LEASES</b>	<b>625.00</b>	<b>625.00</b>	<b>2,500.00</b>	<b>1,875.00</b>	<b>25.0</b>
<u>INVESTMENT INCOME</u>						
10-355-100	INTEREST REVENUE	378.95	378.95	18,000.00	17,621.05	2.1
	<b>TOTAL INVESTMENT INCOME</b>	<b>378.95</b>	<b>378.95</b>	<b>18,000.00</b>	<b>17,621.05</b>	<b>2.1</b>
<u>OTHER</u>						
10-360-110	SALE OF ASSETS	.00	.00	25,000.00	25,000.00	.0
10-360-130	MUNICIPAL FEE	.00	.00	50.00	50.00	.0
10-360-140	RENT - LAND, BUILDINGS	.00	.00	10,000.00	10,000.00	.0
10-360-160	RENT - ENTERPRISE FUND SITES	.00	.00	2.00	2.00	.0
10-360-190	GIFTS - DONATIONS	.00	.00	.00	.00	.0
10-360-200	MISC. REVENUES - GENERAL	54.75	54.75	5,000.00	4,945.25	1.1
10-360-230	MEMORIAL BENCHES	.00	.00	.00	.00	.0
	<b>TOTAL OTHER</b>	<b>54.75</b>	<b>54.75</b>	<b>40,052.00</b>	<b>39,997.25</b>	<b>.1</b>
<u>CAPITAL SPECIFIC</u>						
10-377-100	CAPITAL LEASE PROCEEDS	.00	.00	.00	.00	.0
10-377-120	CERTIFICATE OF PARTICIPATION	.00	.00	1,565,000.00	1,565,000.00	.0
10-377-140	GRANTS - CAPITAL	.00	.00	440,000.00	440,000.00	.0
10-377-150	CDOT OFF-SYSTEM BRIDGE PROGRAM	.00	.00	.00	.00	.0
10-377-160	SPACE TO CREATE REVENUE	.00	.00	.00	.00	.0
10-377-200	CAPITAL CONTRIBS (INTERFUND)	.00	.00	.00	.00	.0
	<b>TOTAL CAPITAL SPECIFIC</b>	<b>.00</b>	<b>.00</b>	<b>2,005,000.00</b>	<b>2,005,000.00</b>	<b>.0</b>
	<b>TOTAL FUND REVENUE</b>	<b>46,883.88</b>	<b>46,883.88</b>	<b>4,529,927.00</b>	<b>4,483,043.12</b>	<b>1.0</b>

TOWN OF GRAND LAKE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>CEMETERY COMMITTEE</u>					
10-410-211 GENERAL SUPPLIES/MISC EXPENSES	.00	.00	4,500.00	4,500.00	.0
10-410-215 GRAVE MARKERS	.00	.00	3,050.00	3,050.00	.0
10-410-242 GENERAL MAINTENANCE	.00	.00	4,000.00	4,000.00	.0
<b>TOTAL CEMETERY COMMITTEE</b>	<b>.00</b>	<b>.00</b>	<b>11,550.00</b>	<b>11,550.00</b>	<b>.0</b>
<u>PC/BOA</u>					
10-412-211 GENERAL OFFICE SUPPLIES	.00	.00	1,000.00	1,000.00	.0
10-412-311 POSTAGE/ADS/LEGAL NOTICES	.00	.00	1,000.00	1,000.00	.0
10-412-314 PURCHASED SERVICES	.00	.00	2,000.00	2,000.00	.0
10-412-319 MISC.-PLANNING COMMISSION/BOA	.00	.00	300.00	300.00	.0
10-412-320 COMPUTER HARDWARE	.00	.00	7,000.00	7,000.00	.0
10-412-351 PLANNING LEGAL SERVICES	.00	.00	3,000.00	3,000.00	.0
10-412-370 TRAINING/TRAVEL	.00	.00	6,000.00	6,000.00	.0
10-412-380 COMP PLAN UPDATE	.00	.00	.00	.00	.0
<b>TOTAL PC/BOA</b>	<b>.00</b>	<b>.00</b>	<b>20,300.00</b>	<b>20,300.00</b>	<b>.0</b>

TOWN OF GRAND LAKE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>BOARD OF TRUSTEES</u>					
10-413-142 WORKERS' COMPENSATION	.00	.00	309.00	309.00	.0
10-413-211 OFFICE/MEETING SUPPLIES	17.18	17.18	2,400.00	2,382.82	.7
10-413-215 ELECTIONS	.00	.00	2,000.00	2,000.00	.0
10-413-316 DUES/MEMBERSHIPS	1,814.00	1,814.00	7,700.00	5,886.00	23.6
10-413-370 TRAINING/TRAVEL	.00	.00	7,500.00	7,500.00	.0
10-413-452 HEADWATER TRAILS ALLIANCE	.00	.00	.00	.00	.0
10-413-460 LONG RANGE/MISC	.00	.00	500.00	500.00	.0
10-413-461 APPRECIATION PROGRAM	4,386.01	4,386.01	3,000.00	1,386.01	146.2
10-413-462 COMPUTER EQUIPMENT	.00	.00	1,000.00	1,000.00	.0
10-413-463 WATER QUALITY ISSUES	.00	.00	.00	.00	.0
10-413-465 COMPUTER SOFTWARE	450.00	450.00	1,000.00	550.00	45.0
10-413-722 GRAND LAKE TRAILGROOMING	.00	.00	.00	.00	.0
10-413-723 GRAND LAKE HISTORICAL SOCIETY	.00	.00	.00	.00	.0
10-413-728 MISCELLANEOUS DONATIONS	50,000.00	50,000.00	50,000.00	.00	100.0
10-413-731 GRND CNTY COUNCIL ON AGING	.00	.00	.00	.00	.0
10-413-782 ADVOCATES	.00	.00	.00	.00	.0
10-413-793 GL FIREWORKS ORGANIZATION	.00	.00	.00	.00	.0
10-413-796 MOUNTAIN FAMILY CENTER	.00	.00	.00	.00	.0
10-413-797 GRAND ARTS COUNCIL	.00	.00	.00	.00	.0
10-413-843 ROCKY MTN REP THEATRE	.00	.00	1,350.00	1,350.00	.0
10-413-845 GC RURAL HEALTH NETWORK	.00	.00	.00	.00	.0
10-413-850 GRAND LAKE YACHT CLUB SAILING	.00	.00	.00	.00	.0
10-413-852 GRAND ANGELS	.00	.00	.00	.00	.0
10-413-854 GC SEARCH & RESCUE	.00	.00	.00	.00	.0
10-413-855 GL US CONSTITUTION WEEK	.00	.00	.00	.00	.0
10-413-856 GRAND ENTERPRISE INITIATIVE	.00	.00	.00	.00	.0
10-413-859 GRAND FOUNDATION - GALA	35,000.00	35,000.00	35,000.00	.00	100.0
10-413-860 GC HOUSING ASSISTANCE FUND	.00	.00	.00	.00	.0
10-413-861 GAP - GRAND FOUNDATION	.00	.00	.00	.00	.0
10-413-870 BOARD CONTINGENCY	.00	.00	250.00	250.00	.0
<b>TOTAL BOARD OF TRUSTEES</b>	<b>91,667.19</b>	<b>91,667.19</b>	<b>112,009.00</b>	<b>20,341.81</b>	<b>81.8</b>
<u>GREENWAYS COMMITTEE</u>					
10-414-211 GENERAL SUPPLIES	.00	.00	2,000.00	2,000.00	.0
10-414-238 TREES/SHRUBS/PLANTINGS	.00	.00	6,500.00	6,500.00	.0
10-414-241 ARBOR DAY SUPPLIES	.00	.00	250.00	250.00	.0
10-414-319 CONTRACT LABOR	.00	.00	38,535.00	38,535.00	.0
10-414-726 MISCELLANEOUS SERVICES	.00	.00	150.00	150.00	.0
10-414-870 CONTINGENCY	.00	.00	150.00	150.00	.0
<b>TOTAL GREENWAYS COMMITTEE</b>	<b>.00</b>	<b>.00</b>	<b>47,585.00</b>	<b>47,585.00</b>	<b>.0</b>

TOWN OF GRAND LAKE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2021

E25

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>ADMINISTRATION</u>					
10-415-100 GROSS WAGES - ADMINISTRATION	19,669.68	19,669.68	310,121.00	290,451.32	6.3
10-415-103 OT/COMP TIME BUYOUT	471.15	471.15	.00	471.15)	.0
10-415-105 BONUS	.00	.00	4,800.00	4,800.00	.0
10-415-110 GROSS WAGES-ADMIN PT/SEASONAL	.00	.00	23,476.00	23,476.00	.0
10-415-130 GLC MEMBERSHIP BENEFIT	.00	.00	1,750.00	1,750.00	.0
10-415-131 LONGEVITY BENEFIT	.00	.00	.00	.00	.0
10-415-132 ICMA TOWN PAID BENEFIT	1,040.99	1,040.99	27,072.00	26,031.01	3.9
10-415-133 HEALTH/DENTAL-EMPLOYEE	6,454.34	6,454.34	32,845.00	26,390.66	19.7
10-415-134 ALTERNATIVE BENEFIT	500.00	500.00	6,000.00	5,500.00	8.3
10-415-135 DEP HEALTH/DENTAL	.00	.00	6,282.00	6,282.00	.0
10-415-136 MEDICAL BENEFIT ALLOWANCE	1,416.13	1,416.13	6,588.00	5,171.87	21.5
10-415-141 UNEMPLOYMENT INSURANCE	166.40	166.40	1,015.00	848.60	16.4
10-415-142 WORKERS' COMPENSATION	591.00	591.00	943.00	352.00	62.7
10-415-143 SOCIAL SECURITY MATCH	1,277.68	1,277.68	22,659.00	21,381.32	5.6
10-415-144 MEDICARE MATCH	297.98	297.98	5,299.00	5,001.02	5.6
10-415-211 GENERAL OFFICE SUPPLIES	97.31	97.31	4,500.00	4,402.69	2.2
10-415-215 COMPUTER SOFTWARE	280.90	280.90	16,622.00	16,341.10	1.7
10-415-220 COMPUTER HARDWARE	.00	.00	7,000.00	7,000.00	.0
10-415-226 SMALL EQUIPMENT	173.00	173.00	2,100.00	1,927.00	8.2
10-415-231 GAS/FUEL	39.31	39.31	1,000.00	960.69	3.9
10-415-232 VEHICLE MAINTENANCE	.00	.00	1,000.00	1,000.00	.0
10-415-233 OFFICE EQUIPMENT MAINTENANCE	.00	.00	2,500.00	2,500.00	.0
10-415-237 BUILDING MAINTENANCE	.00	.00	15,500.00	15,500.00	.0
10-415-238 TOWN HALL FURNISHINGS	.00	.00	250.00	250.00	.0
10-415-252 RESALE SUPPLIES	.00	.00	.00	.00	.0
10-415-311 POSTAGE/FREIGHT	176.63	176.63	2,000.00	1,823.37	8.8
10-415-312 COMPUTER SERVICES	2,007.50	2,007.50	62,000.00	59,992.50	3.2
10-415-314 ADS & LEGAL NOTICES	.00	.00	750.00	750.00	.0
10-415-316 DUES & MEMBERSHIPS	196.00	196.00	1,650.00	1,454.00	11.9
10-415-318 JANITORIAL SERVICES	.00	.00	.00	.00	.0
10-415-319 MISCELLANEOUS SERVICES	.00	.00	150.00	150.00	.0
10-415-330 BANK FEES	75.19	75.19	675.00	599.81	11.1
10-415-341 ELECTRIC UTILITY	294.19	294.19	3,500.00	3,205.81	8.4
10-415-342 SEWER UTILITY	288.60	288.60	1,000.00	711.40	28.9
10-415-343 WATER UTILITY	.00	.00	1,200.00	1,200.00	.0
10-415-344 TELEPHONE/INTERNET UTILITY	481.79	481.79	5,000.00	4,518.21	9.6
10-415-345 NATURAL GAS UTILITY	446.38	446.38	2,500.00	2,053.62	17.9
10-415-346 WEBSITE HOSTING SERVICES	60.00	60.00	800.00	740.00	7.5
10-415-347 RECYCLING - TOWN HALL	83.45	83.45	1,300.00	1,216.55	6.4
10-415-351 LEGAL SERVICES	.00	.00	30,000.00	30,000.00	.0
10-415-352 AUDIT	.00	.00	10,300.00	10,300.00	.0
10-415-353 JUDGE-MUNICIPAL COURT	.00	.00	500.00	500.00	.0
10-415-355 PROFESSIONAL SERVICES-OTHER	.00	.00	11,700.00	11,700.00	.0
10-415-370 TRAINING/TRAVEL	40.67	40.67	10,750.00	10,709.33	.4
10-415-371 MISC EMPLOYEE EXPENSES	.00	.00	14,000.00	14,000.00	.0
10-415-385 TRANSIT SERVICE	.00	.00	40,000.00	40,000.00	.0
10-415-386 TRANSIT PLANNING	.00	.00	10,000.00	10,000.00	.0
10-415-387 TRANSIT CAPITAL INVESTMENT	.00	.00	.00	.00	.0
10-415-393 DOCUMENT RECORDING	.00	.00	250.00	250.00	.0
10-415-394 DEVELOPER REIMBURSEMENT	.00	.00	1,000.00	1,000.00	.0
10-415-513 PROPERTY/CASUALTY INSURANCE	6,161.40	6,161.40	25,000.00	18,838.60	24.7
10-415-514 POSITION BONDS	.00	.00	400.00	400.00	.0

TOWN OF GRAND LAKE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
10-415-540 GRANTS TO NEIGHBORHOODS	.00	.00	.00	.00	.0
10-415-560 TREASURER'S FEES	.00	.00	6,980.00	6,980.00	.0
10-415-721 CHAMBER SERVICE AGREEMENT	8,183.00	8,183.00	32,732.00	24,549.00	25.0
10-415-722 BLC FEE REMITTANCE	9,500.00	9,500.00	38,000.00	28,500.00	25.0
10-415-723 VISITOR CENTER REPAIRS & MAINT	.00	.00	15,102.00	15,102.00	.0
10-415-724 NRL VC OP	7,500.00	7,500.00	30,000.00	22,500.00	25.0
10-415-800 ATTAINABLE HOUSING EXPENSES	1,470.30	1,470.30	.00	( 1,470.30)	.0
10-415-870 CONTINGENCY - GENERAL ADMIN	.00	.00	5,000.00	5,000.00	.0
10-415-875 MARKETING CONTINGENCY	.00	.00	150.00	150.00	.0
10-415-880 CHAMBER PUBLIC RELATIONS	.00	.00	10,000.00	10,000.00	.0
10-415-885 TOWN EVENTS	.00	.00	10,000.00	10,000.00	.0
<b>TOTAL ADMINISTRATION</b>	<b>69,440.97</b>	<b>69,440.97</b>	<b>883,711.00</b>	<b>814,270.03</b>	<b>7.9</b>

ECONOMIC DEVELOPMENT GRANTS

10-416-100 TRAIL GROOMERS	.00	.00	25,000.00	25,000.00	.0
10-416-150 HEART AND SOUL	.00	.00	.00	.00	.0
10-416-200 SPACE TO CREATE	.00	.00	.00	.00	.0
10-416-250 HEADWATERS TRAIL ASSOC- HTA	5,000.00	5,000.00	5,000.00	.00	100.0
10-416-260 GRAND ART COUNCIL	2,200.00	2,200.00	2,200.00	.00	100.0
10-416-270 ROCKY MTN REP	.00	.00	.00	.00	.0
<b>TOTAL ECONOMIC DEVELOPMENT GRANTS</b>	<b>7,200.00</b>	<b>7,200.00</b>	<b>32,200.00</b>	<b>25,000.00</b>	<b>22.4</b>

PUBLIC SAFETY

10-421-100 GROSS WAGES - PUBLIC SAFETY	2,746.88	2,746.88	.00	( 2,746.88)	.0
10-421-105 BONUS	.00	.00	.00	.00	.0
10-421-110 GROSS WAGES-PUBLIC SAFETY PT	.00	.00	.00	.00	.0
10-421-130 GLC MEMBERSHIP BENEFIT	.00	.00	.00	.00	.0
10-421-131 LONGEVITY BENEFIT	.00	.00	.00	.00	.0
10-421-132 ICMA TOWN PAID BENEFIT	.00	.00	.00	.00	.0
10-421-133 HEALTH/DENTAL-EMPLOYEE	.00	.00	.00	.00	.0
10-421-135 DEP HEALTH/DENTAL	.00	.00	.00	.00	.0
10-421-136 MEDICAL BENEFIT	386.68	386.68	.00	( 386.68)	.0
10-421-141 UNEMPLOYMENT INSURANCE	22.57	22.57	.00	( 22.57)	.0
10-421-142 WORKERS' COMPENSATION	.00	.00	.00	.00	.0
10-421-143 SOCIAL SECURITY MATCH	155.53	155.53	.00	( 155.53)	.0
10-421-144 MEDICARE MATCH	36.38	36.38	.00	( 36.38)	.0
10-421-314 DISPATCH OPERATIONS	.00	.00	20,858.00	20,858.00	.0
10-421-339 SHERIFF'S CONTRACT	.00	.00	145,000.00	145,000.00	.0
10-421-340 SPECIAL EVENT SECURITY	.00	.00	.00	.00	.0
<b>TOTAL PUBLIC SAFETY</b>	<b>3,348.04</b>	<b>3,348.04</b>	<b>165,858.00</b>	<b>162,509.96</b>	<b>2.0</b>

TOWN OF GRAND LAKE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>PUBLIC WORKS</u>					
10-431-100 GROSS WAGES - PUBLIC WORKS	18,167.68	18,167.68	233,034.00	214,866.32	7.8
10-431-103 OT/COMP TIME BUYOUT	19.52	19.52	15,000.00	14,980.48	.1
10-431-105 BONUS	.00	.00	2,400.00	2,400.00	.0
10-431-111 ON CALL PAY	1,350.00	1,350.00	22,575.00	21,225.00	6.0
10-431-130 GLC MEMBERSHIP BENEFIT	.00	.00	.00	.00	.0
10-431-131 LONGEVITY	.00	.00	.00	.00	.0
10-431-132 ICMA DEFERRED COMPENSATION	1,231.06	1,231.06	21,841.00	20,609.94	5.6
10-431-133 HEALTH/DENTAL-EMPLOYEE	7,639.76	7,639.76	68,544.00	60,904.24	11.2
10-431-135 DEP HEALTH/DENTAL	.00	.00	6,240.00	6,240.00	.0
10-431-136 MEDICAL BENEFIT ALLOWANCE	83.00	83.00	4,800.00	4,717.00	1.7
10-431-141 UNEMPLOYMENT INSURANCE	222.22	222.22	819.00	596.78	27.1
10-431-142 WORKERS' COMPENSATION	3,994.50	3,994.50	16,900.00	12,905.50	23.6
10-431-143 SOCIAL SECURITY MATCH	1,237.69	1,237.69	16,927.00	15,689.31	7.3
10-431-144 MEDICARE MATCH	289.48	289.48	3,959.00	3,669.52	7.3
10-431-222 GENERAL SUPPLIES	.00	.00	5,000.00	5,000.00	.0
10-431-224 SAFETY SUPPLIES	.00	.00	7,000.00	7,000.00	.0
10-431-226 VEHICLE SUPPLIES	.00	.00	3,000.00	3,000.00	.0
10-431-227 SMALL TOOLS	.00	.00	6,000.00	6,000.00	.0
10-431-231 GAS/FUEL/LIQUIDS	928.44	928.44	22,000.00	21,071.56	4.2
10-431-232 VEHICLE MAINTENANCE	.00	.00	8,500.00	8,500.00	.0
10-431-233 EQUIPMENT MAINTENANCE	.00	.00	25,000.00	25,000.00	.0
10-431-235 TIRES/CHAINS	.00	.00	12,000.00	12,000.00	.0
10-431-236 MISC. BRIDGE WORK	144.50	144.50	5,000.00	4,855.50	2.9
10-431-237 BUILDING MAINTENANCE	.00	.00	5,000.00	5,000.00	.0
10-431-238 STREET LIGHT MAINTENANCE	.00	.00	3,000.00	3,000.00	.0
10-431-239 MISCELLANEOUS MAINTENANCE	.00	.00	1,000.00	1,000.00	.0
10-431-242 ROAD MAINTENANCE	.00	.00	100,000.00	100,000.00	.0
10-431-245 BOARDWALK MAINTENANCE	.00	.00	.00	.00	.0
10-431-253 TREE REMOVAL	.00	.00	500.00	500.00	.0
10-431-255 STORMWATER FILTER MAINTENANCE	.00	.00	1,500.00	1,500.00	.0
10-431-312 COMPUTER SERVICES	35.97	35.97	4,000.00	3,964.03	.9
10-431-314 ADS/BID NOTICES	.00	.00	2,000.00	2,000.00	.0
10-431-317 UNIFORM ALLOWANCE	250.00	250.00	2,400.00	2,150.00	10.4
10-431-318 TRASH/RECYCLE SERVICES	485.32	485.32	9,000.00	8,514.68	5.4
10-431-319 MISC. PURCHASED SERVICES	85.00	85.00	2,500.00	2,415.00	3.4
10-431-341 ELECTRIC UTILITY	474.31	474.31	8,000.00	7,525.69	5.9
10-431-343 WATER UTILITY	.00	.00	1,000.00	1,000.00	.0
10-431-344 TELEPHONE/INTERNET UTILITY	162.46	162.46	6,000.00	5,837.54	2.7
10-431-345 NATURAL GAS UTILITY	.00	.00	4,500.00	4,500.00	.0
10-431-349 STREET LIGHT ELECTRIC UTILITY	1,593.79	1,593.79	24,000.00	22,406.21	6.6
10-431-354 ENGINEERING/SURVEYING SERVICES	.00	.00	2,000.00	2,000.00	.0
10-431-370 TRAINING/TRAVEL	5.00	5.00	5,000.00	4,995.00	.1
10-431-399 EQUIP RENTAL	.00	.00	17,000.00	17,000.00	.0
10-431-870 CONTINGENCY- PUBLIC WORKS	.00	.00	500.00	500.00	.0
<b>TOTAL PUBLIC WORKS</b>	<b>38,399.70</b>	<b>38,399.70</b>	<b>705,439.00</b>	<b>667,039.30</b>	<b>5.4</b>

TOWN OF GRAND LAKE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>GRAND LAKE CENTER EXPENDITURES</u>					
10-450-100 GROSS WAGES - GL CENTER	9,218.21	9,218.21	99,376.00	90,157.79	9.3
10-450-103 OT/COMP TIME BUYOUT	.00	.00	.00	.00	.0
10-450-105 BONUS	.00	.00	1,350.00	1,350.00	.0
10-450-110 GROSS WAGES-GLC PT/SEASONAL	.00	.00	.00	.00	.0
10-450-130 GLC MEMBERSHIP BENEFIT	.00	.00	700.00	700.00	.0
10-450-131 LONGEVITY BENEFIT	.00	.00	.00	.00	.0
10-450-132 ICMA TOWN PAID BENEFIT	544.52	544.52	8,058.00	7,513.48	6.8
10-450-133 HEALTH/DENTAL-EMPLOYEE	2,245.60	2,245.60	35,404.00	33,158.40	6.3
10-450-135 DEP. HEALTH/DENTAL	.00	.00	1,765.00	1,765.00	.0
10-450-136 MEDICAL BENEFIT ALLOWANCE	274.68	274.68	2,916.00	2,641.32	9.4
10-450-141 UNEMPLOYMENT INSURANCE	67.06	67.06	298.00	230.94	22.5
10-450-142 WORKERS' COMPENSATION	.00	.00	1,800.00	1,800.00	.0
10-450-143 SOCIAL SECURITY MATCH	593.02	593.02	6,745.00	6,151.98	8.8
10-450-144 MEDICARE MATCH	138.70	138.70	1,577.00	1,438.30	8.8
10-450-211 GEN OFFICE SUPPLIES	.00	.00	1,500.00	1,500.00	.0
10-450-220 GENERAL OPERATING SUPPLIES	.00	.00	.00	.00	.0
10-450-226 OFFICE EQUIP LEASE	82.32	82.32	3,000.00	2,917.68	2.7
10-450-233 OFFICE EQUIP MAINT	22.40	22.40	600.00	577.60	3.7
10-450-234 SIGNAGE	.00	.00	.00	.00	.0
10-450-235 FITNESS EQUIP MAINT	.00	.00	1,500.00	1,500.00	.0
10-450-236 MINOR/MISC EQUIPMENT	.00	.00	4,500.00	4,500.00	.0
10-450-237 BUILDING MAINTENANCE	.00	.00	21,000.00	21,000.00	.0
10-450-238 MINOR/MISC FURNISHINGS	.00	.00	4,000.00	4,000.00	.0
10-450-239 MINOR INFRASTRUCTURE MAINT	.00	.00	10,000.00	10,000.00	.0
10-450-250 BACKFLOW MAINTENANCE	.00	.00	400.00	400.00	.0
10-450-252 RESALE SUPPLIES	.00	.00	1,000.00	1,000.00	.0
10-450-312 COMPUTER SERVICES	83.55	83.55	2,820.00	2,736.45	3.0
10-450-317 UNIFORM ALLOWANCE	.00	.00	150.00	150.00	.0
10-450-318 TRASH/RECYCLE SERVICES	.00	.00	480.00	480.00	.0
10-450-320 MARKETING	50.00	50.00	10,000.00	9,950.00	.5
10-450-341 ELECTRIC UTILITY	1,132.49	1,132.49	14,000.00	12,867.51	8.1
10-450-342 SEWER UTILITY	976.80	976.80	4,500.00	3,523.20	21.7
10-450-343 WATER UTILITY	.00	.00	2,500.00	2,500.00	.0
10-450-344 TELEPHONE/INTERNET/TV UTILITY	478.51	478.51	4,000.00	3,521.49	12.0
10-450-345 NATURAL GAS UTILITY	.00	.00	7,500.00	7,500.00	.0
10-450-350 MAINTENANCE AGREEMENT	.00	.00	4,200.00	4,200.00	.0
10-450-351 LEGAL SERVICES	.00	.00	1,000.00	1,000.00	.0
10-450-352 AUDIT	.00	.00	910.00	910.00	.0
10-450-355 PURCHASED PROFESSIONAL SERV.	.00	.00	2,000.00	2,000.00	.0
10-450-360 SALES TAX	.00	.00	92.00	92.00	.0
10-450-370 TRAINING/TRAVEL	.00	.00	300.00	300.00	.0
10-450-513 PROPERTY/CASUALTY INSURANCE	1,901.89	1,901.89	8,000.00	6,098.11	23.8
10-450-755 EXERCISE EQUIPMENT	.00	.00	2,000.00	2,000.00	.0
10-450-870 CONTINGENCY - GL CENTER	.00	.00	1,000.00	1,000.00	.0
<b>TOTAL GRAND LAKE CENTER EXPENDITUR</b>	<b>17,809.75</b>	<b>17,809.75</b>	<b>272,941.00</b>	<b>255,131.25</b>	<b>6.5</b>

TOWN OF GRAND LAKE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>PARKS</u>					
10-452-100 GROSS WAGES - PARKS	3,497.44	3,497.44	40,509.00	37,011.56	8.6
10-452-103 OT/COMP TIME BUYOUT	.00	.00	.00	.00	.0
10-452-105 BONUS	.00	.00	.00	.00	.0
10-452-130 GLC MEMBERSHIP BENEFIT	.00	.00	.00	.00	.0
10-452-131 LONGEVITY	.00	.00	.00	.00	.0
10-452-132 ICMA DEFERRED COMPENSATION	196.10	196.10	3,241.00	3,044.90	6.1
10-452-133 HEALTH/DENTAL-EMPLOYEE	.00	.00	7,454.00	7,454.00	.0
10-452-135 DEP. HEALTH/DENTAL	.00	.00	4,188.00	4,188.00	.0
10-452-136 MEDICAL BENEFIT ALLOWANCE	.00	.00	900.00	900.00	.0
10-452-141 UNEMPLOYMENT INSURANCE	.00	.00	122.00	122.00	.0
10-452-142 WORKERS' COMPENSATION	812.00	812.00	2,400.00	1,588.00	33.8
10-452-143 SOCIAL SECURITY MATCH	228.36	228.36	2,712.00	2,483.64	8.4
10-452-144 MEDICARE MATCH	53.41	53.41	634.00	580.59	8.4
10-452-220 OPERATING SUPPLIES	992.32	992.32	15,000.00	14,007.68	6.6
10-452-226 SMALL EQUIPMENT	.00	.00	3,000.00	3,000.00	.0
10-452-227 SMALL TOOLS	.00	.00	1,000.00	1,000.00	.0
10-452-232 BEAR-RESISTANT CANS MAINT	.00	.00	3,000.00	3,000.00	.0
10-452-233 EQUIPMENT MAINTENANCE	.00	.00	2,500.00	2,500.00	.0
10-452-234 INFORMATION SIGNS	.00	.00	2,000.00	2,000.00	.0
10-452-235 GREENBELT MAINTENANCE	.00	.00	7,500.00	7,500.00	.0
10-452-236 SAND & DREDGE	.00	.00	1,000.00	1,000.00	.0
10-452-237 BUILDING MAINTENANCE	.00	.00	3,000.00	3,000.00	.0
10-452-238 DOCK MAINTENANCE	.00	.00	5,000.00	5,000.00	.0
10-452-239 MISCELLANEOUS MAINTENANCE	.00	.00	8,000.00	8,000.00	.0
10-452-243 BENCHES/PLANTERS/FENCES	.00	.00	2,000.00	2,000.00	.0
10-452-244 THOMASSON PARK MAINTENANCE	.00	.00	2,000.00	2,000.00	.0
10-452-248 IRRIGATION SYSTEM MAINTENANCE	.00	.00	3,000.00	3,000.00	.0
10-452-250 BACKFLOW MAINTENANCE	.00	.00	3,000.00	3,000.00	.0
10-452-317 UNIFORM ALLOWANCE	.00	.00	600.00	600.00	.0
10-452-319 MISCELLANEOUS SERVICES	857.76	857.76	2,000.00	1,142.24	42.9
10-452-341 ELECTRIC UTILITY	558.39	558.39	6,500.00	5,941.61	8.6
10-452-342 SEWER UTILITY	127.65	127.65	1,000.00	872.35	12.8
10-452-343 WATER UTILITY	.00	.00	13,000.00	13,000.00	.0
10-452-345 NATURAL GAS UTILITY	.00	.00	4,000.00	4,000.00	.0
10-452-399 EQUIPMENT RENTAL	.00	.00	3,500.00	3,500.00	.0
10-452-400 GRAND AVENUE GARDENS	.00	.00	.00	.00	.0
10-452-450 PARK IMPROVEMENTS	1,759.17	1,759.17	6,000.00	4,240.83	29.3
10-452-870 CONTINGENCY - PARKS	.00	.00	250.00	250.00	.0
10-452-961 MEMORIAL BENCHES	.00	.00	500.00	500.00	.0
<b>TOTAL PARKS</b>	<b>9,082.60</b>	<b>9,082.60</b>	<b>160,510.00</b>	<b>151,427.40</b>	<b>5.7</b>
<u>DEPARTMENT 460</u>					
10-460-750 FIREWORKS	.00	.00	.00	.00	.0
<b>TOTAL DEPARTMENT 460</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.0</b>

TOWN OF GRAND LAKE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2021

		GENERAL FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>ADMIN DEBT SERVICE</u>						
10-815-982	LAND ACQUISITION - PRINCIPAL	.00	.00	80,000.00	80,000.00	.0
10-815-983	LAND ACQUISITION-INTEREST	.00	.00	10,000.00	10,000.00	.0
	<b>TOTAL ADMIN DEBT SERVICE</b>	<b>.00</b>	<b>.00</b>	<b>90,000.00</b>	<b>90,000.00</b>	<b>.0</b>
<u>PUBLIC WORKS DEBT SERVICE</u>						
10-831-500	CAPITAL EQUIP LEASE PRINCIPAL	6,024.90	6,024.90	68,645.00	62,620.10	8.8
10-831-510	CAPITAL EQUIP LEASE INTEREST	922.08	922.08	4,058.00	3,135.92	22.7
	<b>TOTAL PUBLIC WORKS DEBT SERVICE</b>	<b>6,946.98</b>	<b>6,946.98</b>	<b>72,703.00</b>	<b>65,756.02</b>	<b>9.6</b>
<u>ADMIN CAPITAL</u>						
10-915-922	ADMIN CAPITAL EXPENDITURES	.00	.00	.00	.00	.0
10-915-923	TOWN HALL CAPITAL OUTLAY	.00	.00	25,000.00	25,000.00	.0
10-915-950	SPACE TO CREATE EXPENDITURES	.00	.00	440,000.00	440,000.00	.0
10-915-986	REPLACEMENT VEHICLE	.00	.00	.00	.00	.0
	<b>TOTAL ADMIN CAPITAL</b>	<b>.00</b>	<b>.00</b>	<b>465,000.00</b>	<b>465,000.00</b>	<b>.0</b>
<u>PUBLIC WORKS CAPITAL</u>						
10-931-910	CAPITAL EQUIPMENT PURCHASE	.00	.00	131,627.00	131,627.00	.0
10-931-911	CAPITALIZED EQUIPMENT REPAIR	.00	.00	.00	.00	.0
10-931-921	PAVING	.00	.00	200,000.00	200,000.00	.0
10-931-922	DRAINAGE	.00	.00	100,000.00	100,000.00	.0
10-931-923	TOWN SHOP CAPITAL OUTLAY	.00	.00	.00	.00	.0
10-931-972	W PORTAL BRIDGE REHAB	.00	.00	.00	.00	.0
10-931-973	PUBLIC WAY FINDING SIGNS	.00	.00	.00	.00	.0
10-931-974	STREETSCAPE PROJECT FUNDING	.00	.00	125,000.00	125,000.00	.0
	<b>TOTAL PUBLIC WORKS CAPITAL</b>	<b>.00</b>	<b>.00</b>	<b>556,627.00</b>	<b>556,627.00</b>	<b>.0</b>
<u>GRAND LAKE CENTER CAPITAL</u>						
10-950-710	OTHER CAPITAL ASSETS - NO DEPR	.00	.00	.00	.00	.0
	<b>TOTAL GRAND LAKE CENTER CAPITAL</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.0</b>

TOWN OF GRAND LAKE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2021

E31

GENERAL FUND					
	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>PARKS CAPITAL</u>					
10-952-500 DOCK IMPROVEMENTS	.00	.00	.00	.00	.0
10-952-970 LAND PURCHASE	.00	.00	1,417,678.00	1,417,678.00	.0
10-952-971 PARK IMPROVEMENTS	350.00	350.00	100,000.00	99,650.00	.4
10-952-972 BOARDWALKS	.00	.00	.00	.00	.0
10-952-995 LAKEFRONT IMPROVEMENTS	.00	.00	.00	.00	.0
TOTAL PARKS CAPITAL	350.00	350.00	1,517,678.00	1,517,328.00	.0
TOTAL FUND EXPENDITURES	244,245.23	244,245.23	5,114,111.00	4,869,865.77	4.8
NET REVENUE OVER EXPENDITURES	( 197,361.35)	( 197,361.35)	( 584,184.00)	( 386,822.65)	( 33.8)

TOWN OF GRAND LAKE  
BALANCE SHEET  
JANUARY 31, 2021

WATER FUND

ASSETS

20-100000	CASH IN COMBINED CASH FUND	68,250.96	
20-101000	US BANK	34,842.05	
20-102000	CSAFE	66,084.29	
20-109100	COLOTRUST	1,524,470.07	
20-117000	ACCTS RECEIVABLE/WATER SALES	177,372.92	
20-117099	ACCTS RECEIVABLE-OTHER	139.78	
20-118000	ASSET - LAND	2,270.00	
20-119000	ASSET - DISTRIBUTION SYSTEM	2,831,627.28	
20-122000	ASSET-TREATMENT FACILITY	145,465.94	
20-124000	ASSET - WELLS	123,640.53	
20-125000	ASSET-TANK RESERVOIR	1,466,565.72	
20-126000	ASSET-EQUIPMENT	388,004.73	
20-127000	ASSET-METERS/INSTL IN PROGRESS	7,146.80	
20-128000	ASSET-CONSTRUCTION IN PROGRESS	.00	
20-129000	ACCUM. DEPRECIATION/ALL PRPRTY	( 2,754,660.77)	
20-133000	ASSET/BLDG-TOWN HALL	26,934.62	
20-135000	DUE FROM GENERAL FUND	.00	
20-136000	DUE FROM MARINA FUND	.00	
20-143100	PREPAID EXPENSES	.00	
		4,108,154.92	4,108,154.92
	TOTAL ASSETS		4,108,154.92

LIABILITIES AND EQUITY

LIABILITIES

20-200000	ACCOUNTS PAYABLE GENERAL	( 425.00)	
20-201001	DWRP PAYABLE-PRINCIPAL	1,393,791.12	
20-217000	WAGES PAYABLE	.00	
20-217100	SOCIAL SECURITY PAYABLE	( .02)	
20-217200	FEDERAL W/H PAYABLE	.00	
20-217300	STATE TAX W/H PAYABLE	.00	
20-217400	MEDICARE WITHHOLDING	.01	
20-217500	SUTA PAYABLE	( 26.50)	
20-217600	WC PAYABLE	.00	
20-218100	HEALTH/DENTAL/VISION	.00	
20-219100	FLEX MEDICAL	.00	
20-219200	MEDICAL BENEFIT PAYABLE	.00	
20-220000	ICMA W/H PAYABLE	381.98	
20-221000	ICMA LOAN PAYABLE	.00	
20-221001	ICMA/ROTH IRA	( 590.60)	
20-222000	DEFERRED REVENUE-PREPAID FEES	.00	
20-223000	ACCRUED VACATION PAYABLE	39,110.55	
20-231000	DUE TO G.F. FROM WATER FUND	.00	
		1,432,241.54	1,432,241.54
	TOTAL LIABILITIES		1,432,241.54

FUND EQUITY

20-275000	UNAPPROP. RETAINED EARNINGS	( 1,180,017.89)	
20-281000	CIP RESERVE	1,526,004.00	
20-287000	CONTRIBUTED CAPITAL EQUITY	2,215,142.08	

TOWN OF GRAND LAKE  
BALANCE SHEET  
JANUARY 31, 2021

WATER FUND

UNAPPROPRIATED FUND BALANCE:			
REVENUE OVER EXPENDITURES - YTD	<u>114,785.19</u>		
BALANCE - CURRENT DATE		<u>114,785.19</u>	
TOTAL FUND EQUITY			<u>2,675,913.38</u>
TOTAL LIABILITIES AND EQUITY			<u><u>4,108,154.92</u></u>

TOWN OF GRAND LAKE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2021

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	%
<u>WATER REVENUES</u>					
20-344-100 WATER SALES	152,894.39	152,894.39	600,000.00	447,105.61	25.5
20-344-105 HP NET METER REVENUE	.00	.00	500.00	500.00	.0
20-344-110 TAP FEES - CAPITAL	.00	.00	30,000.00	30,000.00	.0
20-344-120 RESALE METERS	.00	.00	500.00	500.00	.0
20-344-140 INTEREST REVENUE	146.25	146.25	20,000.00	19,853.75	.7
20-344-150 SALE/TRADE-IN OF ASSETS	.00	.00	.00	.00	.0
20-344-160 MISC. REVENUES	.00	.00	.00	.00	.0
20-344-190 BULK WATER PERMITS	.00	.00	500.00	500.00	.0
20-344-200 CAPITAL LEASE PROCEEDS	.00	.00	.00	.00	.0
20-344-260 REIMBURSEMENT INCOME	.00	.00	.00	.00	.0
<b>TOTAL WATER REVENUES</b>	<b>153,040.64</b>	<b>153,040.64</b>	<b>651,500.00</b>	<b>498,459.36</b>	<b>23.5</b>
<b>TOTAL FUND REVENUE</b>	<b>153,040.64</b>	<b>153,040.64</b>	<b>651,500.00</b>	<b>498,459.36</b>	<b>23.5</b>

TOWN OF GRAND LAKE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2021

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>WATER OPERATIONS</u>					
20-430-100 GROSS WAGES - WATER	19,664.85	19,664.85	196,426.00	176,761.15	10.0
20-430-103 OT/COMP TIME BUYOUT	146.16	146.16	15,000.00	14,853.84	1.0
20-430-105 BONUS	.00	.00	1,800.00	1,800.00	.0
20-430-110 GROSS WAGES-WATER PT/SEASONAL	194.88	194.88	81,524.00	81,329.12	.2
20-430-111 ON CALL PAY	1,400.00	1,400.00	20,500.00	19,100.00	6.8
20-430-119 YEAR END LEAVE EXPENSE	.00	.00	.00	.00	.0
20-430-130 GLC MEMBERSHIP BENEFIT	.00	.00	.00	.00	.0
20-430-131 LONGEVITY	.00	.00	.00	.00	.0
20-430-132 ICMA DEFERRED COMPENSATION	1,461.78	1,461.78	24,020.00	22,558.22	6.1
20-430-133 HEALTH/DENTAL-EMPLOYEE	2,134.48	2,134.48	39,424.00	37,289.52	5.4
20-430-135 DEP HEALTH/DENTAL	.00	.00	8,000.00	8,000.00	.0
20-430-136 MEDICAL BENEFIT ALLOWANCE	.00	.00	4,956.00	4,956.00	.0
20-430-141 UNEMPLOYMENT INSURANCE	135.19	135.19	901.00	765.81	15.0
20-430-142 WORKERS' COMPENSATION	2,329.00	2,329.00	13,176.00	10,847.00	17.7
20-430-143 SOCIAL SECURITY MATCH	1,540.28	1,540.28	20,105.00	18,564.72	7.7
20-430-144 MEDICARE MATCH	360.22	360.22	4,702.00	4,341.78	7.7
20-430-210 OFFICE SUPPLIES	.00	.00	1,285.00	1,285.00	.0
20-430-211 COMPUTER SUPPLIES	.00	.00	600.00	600.00	.0
20-430-215 COMPUTER SOFTWARE	( 19.95)	( 19.95)	6,500.00	6,519.95	( .3)
20-430-220 COMPUTER HARDWARE	.00	.00	2,500.00	2,500.00	.0
20-430-221 CHEMICALS	1,286.25	1,286.25	10,000.00	8,713.75	12.9
20-430-222 LAB SUPPLIES/EQUIPMENT	.00	.00	1,500.00	1,500.00	.0
20-430-223 WELL/PLANT SUPPLIES	.00	.00	600.00	600.00	.0
20-430-225 METER PARTS	.00	.00	300.00	300.00	.0
20-430-227 SMALL EQUIPMENT/TOOLS	.00	.00	600.00	600.00	.0
20-430-228 SAFETY EQUIPMENT	.00	.00	1,000.00	1,000.00	.0
20-430-229 MISC OPERATING SUPPLIES	.00	.00	100.00	100.00	.0
20-430-231 GAS/FUEL/FLUIDS	155.67	155.67	2,500.00	2,344.33	6.2
20-430-232 VEHICLE MAINTENANCE	.00	.00	600.00	600.00	.0
20-430-233 EQUIPMENT MAINTENANCE	.00	.00	600.00	600.00	.0
20-430-234 WELL/PLANT MAINTENANCE	.00	.00	3,000.00	3,000.00	.0
20-430-235 TIRES & CHAINS	.00	.00	600.00	600.00	.0
20-430-237 BUILDING MAINTENANCE	.00	.00	1,000.00	1,000.00	.0
20-430-238 DISTRIBUTION LINE MAINTENANCE	.00	.00	25,000.00	25,000.00	.0
20-430-239 MISC. MAINTENANCE	.00	.00	150.00	150.00	.0
20-430-240 ROAD MATERIALS	.00	.00	3,000.00	3,000.00	.0
20-430-241 MOTORS & PUMPS	.00	.00	2,500.00	2,500.00	.0
20-430-251 RESALE PARTS	.00	.00	150.00	150.00	.0
20-430-252 RESALE METERS	.00	.00	.00	.00	.0
20-430-253 COGS-METER	.00	.00	5,500.00	5,500.00	.0
20-430-310 MISC SERVICE FEES	.00	.00	.00	.00	.0
20-430-311 POSTAGE/FREIGHT	600.00	600.00	1,200.00	600.00	50.0
20-430-314 LEGAL NOTICES/ADS	.00	.00	200.00	200.00	.0
20-430-316 MEMBERSHIPS	275.00	275.00	600.00	325.00	45.8
20-430-317 UNIFORM ALLOWANCE	100.00	100.00	1,800.00	1,700.00	5.6
20-430-318 TESTING SERVICES	.00	.00	3,000.00	3,000.00	.0
20-430-319 MISCELLANEOUS SERVICES	.00	.00	100.00	100.00	.0
20-430-320 TELEMETRY MAINTENANCE	.00	.00	2,000.00	2,000.00	.0
20-430-321 COMPUTER SYSTEM SUPPORT	632.00	632.00	9,920.00	9,288.00	6.4
20-430-330 BANK FEES	41.89	41.89	300.00	258.11	14.0
20-430-341 ELECTRIC UTILITY	2,657.17	2,657.17	30,000.00	27,342.83	8.9
20-430-344 TELEPHONE UTILITY	70.00	70.00	2,000.00	1,930.00	3.5

TOWN OF GRAND LAKE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2021

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
20-430-345 NATURAL GAS UTILITY	.00	.00	4,000.00	4,000.00	.0
20-430-347 INTERNET SERVICE	.00	.00	.00	.00	.0
20-430-351 LEGAL SERVICES	.00	.00	600.00	600.00	.0
20-430-352 AUDIT	.00	.00	5,100.00	5,100.00	.0
20-430-354 SYSTEM ANALYSIS/ENG & SURVEY	.00	.00	5,000.00	5,000.00	.0
20-430-355 STATE FEES	.00	.00	300.00	300.00	.0
20-430-370 TRAINING/TRAVEL	.00	.00	2,000.00	2,000.00	.0
20-430-513 PROPERTY/CASUALTY INSURANCE	3,090.58	3,090.58	13,000.00	9,909.42	23.8
20-430-514 POSITION BONDS	.00	.00	150.00	150.00	.0
20-430-700 DEPRECIATION RESERVE	.00	.00	.00	.00	.0
20-430-870 CONTINGENCY-OPERATIONS	.00	.00	1,000.00	1,000.00	.0
<b>TOTAL WATER OPERATIONS</b>	<b>38,255.45</b>	<b>38,255.45</b>	<b>582,389.00</b>	<b>544,133.55</b>	<b>6.6</b>
<u>WATER DEBT SERVICE</u>					
20-830-640 DWRF LOAN - PRINCIPAL	.00	.00	67,247.00	67,247.00	.0
20-830-645 DWRF LOAN - INTEREST	.00	.00	27,541.00	27,541.00	.0
<b>TOTAL WATER DEBT SERVICE</b>	<b>.00</b>	<b>.00</b>	<b>94,788.00</b>	<b>94,788.00</b>	<b>.0</b>
<u>WATER CAPITAL</u>					
20-930-994 SYSTEM UPGRADES	.00	.00	.00	.00	.0
20-930-995 CAPITAL CONTINGENCY	.00	.00	1.00	1.00	.0
20-930-997 CAPITAL DIRECT PURCHASE	.00	.00	.00	.00	.0
20-930-999 CONTRA CAPITAL OUTLAY	.00	.00	.00	.00	.0
<b>TOTAL WATER CAPITAL</b>	<b>.00</b>	<b>.00</b>	<b>1.00</b>	<b>1.00</b>	<b>.0</b>
<u>DEPARTMENT 931</u>					
20-931-999 CONTRA DEBT SERVICE	.00	.00	.00	.00	.0
<b>TOTAL DEPARTMENT 931</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.0</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>38,255.45</b>	<b>38,255.45</b>	<b>677,178.00</b>	<b>638,922.55</b>	<b>5.7</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>114,785.19</b>	<b>114,785.19</b>	<b>( 25,678.00)</b>	<b>( 140,463.19)</b>	<b>447.0</b>

TOWN OF GRAND LAKE  
BALANCE SHEET  
JANUARY 31, 2021

E37

MARINA FUND

ASSETS

40-100000	CASH IN COMBINED CASH FUND	418,763.12	
40-109100	COLOTRUST	415,999.02	
40-116000	PETTY CASH	.00	
40-117000	ACCOUNTS RECEIVABLE	.00	
40-118000	ASSET - BOATS	371,146.13	
40-118500	ASSET - BOATS-IN PROGRESS	9,000.00	
40-119000	ASSET - OTHER	8,107.83	
40-123000	DUE TO MARINA FROM GF	.00	
40-129000	ACCUM DEPRECIATION/ALL PROP	( 237,071.73)	
40-143100	PREPAID EXPENSES	.00	
	TOTAL ASSETS		985,944.37

LIABILITIES AND EQUITY

LIABILITIES

40-200000	ACCOUNTS PAYABLE GENERAL	.00	
40-217000	WAGES PAYABLE	.00	
40-217100	SOCIAL SECURITY PAYABLE	.00	
40-217200	FEDERAL W/H PAYABLE	.00	
40-217300	STATE TAX W/H PAYABLE	.00	
40-217400	MEDICARE WITHHOLDING	.00	
40-217500	SUTA PAYABLE	( 6.19)	
40-217600	WC PAYABLE	.00	
40-218100	HEALTH/DENTAL/VISION	.00	
40-219100	FLEX MEDICAL	.00	
40-219200	MEDICAL BENEFIT PAYABLE	.00	
40-220000	ICMA W/H PAYABLE	42.44	
40-221000	ICMA LOAN PAYABLE	.00	
40-221001	ICMA/ROTH IRA	.00	
40-223000	ACCRUED VACATION PAYABLE	486.04	
40-231000	DUE TO GF FROM MARINA	.00	
40-232000	DUE TO WATER FROM MARINA	.00	
	TOTAL LIABILITIES		522.29

FUND EQUITY

40-275000	UNAPPROP. RETAINED EARNINGS	995,712.32	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	( 10,290.24)	
	BALANCE - CURRENT DATE	( 10,290.24)	
	TOTAL FUND EQUITY		985,422.08
	TOTAL LIABILITIES AND EQUITY		985,944.37

TOWN OF GRAND LAKE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2021

MARINA FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	%
<u>MARINA REVENUES</u>					
40-344-113 RENTALS (NON-TAXABLE)	.00	.00	325,000.00	325,000.00	.0
40-344-115 TOURS	.00	.00	65,000.00	65,000.00	.0
40-344-120 BUILDING SPACE RENTAL	.00	.00	3,300.00	3,300.00	.0
40-344-145 KAYAK SLIP RENTAL	.00	.00	4,000.00	4,000.00	.0
40-344-155 SUP SLIP RENTAL	.00	.00	900.00	900.00	.0
40-344-160 MISC REVENUE	.00	.00	.00	.00	.0
40-344-170 INTEREST EARNED	68.24	68.24	4,000.00	3,931.76	1.7
40-344-180 BOAT DAMAGE	.00	.00	1,000.00	1,000.00	.0
40-344-200 SALE OF ASSETS	.00	.00	20,000.00	20,000.00	.0
40-344-220 CONTRIBUTED SERVICES	.00	.00	2,000.00	2,000.00	.0
<b>TOTAL MARINA REVENUES</b>	<b>68.24</b>	<b>68.24</b>	<b>425,200.00</b>	<b>425,131.76</b>	<b>.0</b>
<b>TOTAL FUND REVENUE</b>	<b>68.24</b>	<b>68.24</b>	<b>425,200.00</b>	<b>425,131.76</b>	<b>.0</b>

TOWN OF GRAND LAKE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2021

E39

MARINA FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>MARINA OPERATIONS</u>					
40-460-100 GROSS WAGES - MARINA	5,394.96	5,394.96	57,666.00	52,271.04	9.4
40-460-103 OT/COMP TIME BUYOUT	.00	.00	.00	.00	.0
40-460-105 BONUS	.00	.00	600.00	600.00	.0
40-460-110 GROSS WAGES-MARINA PT/SEASONAL	.00	.00	125,622.00	125,622.00	.0
40-460-119 ACCRUED LEAVE EXPENSE	.00	.00	.00	.00	.0
40-460-130 GLC MEMBERSHIP BENEFIT	.00	.00	.00	.00	.0
40-460-131 LONGEVITY	.00	.00	.00	.00	.0
40-460-132 ICMA DEFERRED COMPENSATION	97.48	97.48	4,661.00	4,563.52	2.1
40-460-133 HEALTH/DENTAL - EMPLOYEE	1,093.80	1,093.80	16,190.00	15,096.20	6.8
40-460-135 DEP HEALTH/DENTAL	.00	.00	.00	.00	.0
40-460-136 MEDICAL BENEFIT ALLOWANCE	.00	.00	1,380.00	1,380.00	.0
40-460-141 UNEMPLOYMENT INSURANCE	30.93	30.93	552.00	521.07	5.6
40-460-142 WORKERS' COMPENSATION	2,367.25	2,367.25	9,809.00	7,441.75	24.1
40-460-143 SOCIAL SECURITY MATCH	333.54	333.54	11,690.00	11,356.46	2.9
40-460-144 MEDICARE MATCH	78.83	78.83	2,734.00	2,655.17	2.9
40-460-211 GENERAL OFFICE SUPPLIES	.00	.00	875.00	875.00	.0
40-460-214 SMALL EQUIP/COMP HRDWARE	.00	.00	500.00	500.00	.0
40-460-222 SHOP SUPPLIES	.00	.00	2,500.00	2,500.00	.0
40-460-223 BOAT SUPPLIES	.00	.00	2,500.00	2,500.00	.0
40-460-227 TOOLS	.00	.00	500.00	500.00	.0
40-460-231 FUEL	.00	.00	10,000.00	10,000.00	.0
40-460-232 VEHICLE MAINTENANCE	.00	.00	600.00	600.00	.0
40-460-233 EQUIPMENT (BOAT) MAINTENANCE	.00	.00	15,000.00	15,000.00	.0
40-460-237 BUILDING/FACILITY MAINTENANCE	.00	.00	1,200.00	1,200.00	.0
40-460-301 CONTRIBUTIONS	.00	.00	.00	.00	.0
40-460-312 COMPUTER SERVICES	83.55	83.55	1,500.00	1,416.45	5.6
40-460-314 ADS AND LEGAL NOTICES	.00	.00	2,000.00	2,000.00	.0
40-460-316 DUES/MEMBERSHIPS	.00	.00	275.00	275.00	.0
40-460-317 UNIFORMS	.00	.00	2,500.00	2,500.00	.0
40-460-318 MISCELLANEOUS SERVICES	.00	.00	300.00	300.00	.0
40-460-320 MARKETING	.00	.00	1,000.00	1,000.00	.0
40-460-330 BANK/CREDIT CARD FEES	.00	.00	13,000.00	13,000.00	.0
40-460-341 ELECTRIC UTILITY	53.93	53.93	500.00	446.07	10.8
40-460-342 SEWER UTILITY	111.00	111.00	400.00	289.00	27.8
40-460-343 WATER UTILITY	.00	.00	500.00	500.00	.0
40-460-344 TELEPHONE/INTERNET UTILITY	.00	.00	1,400.00	1,400.00	.0
40-460-350 BOAT REGISTRATION	.00	.00	875.00	875.00	.0
40-460-351 LICENSES	.00	.00	100.00	100.00	.0
40-460-355 PURCHASED PROFESSIONAL SERV.	.00	.00	1,000.00	1,000.00	.0
40-460-360 SALES TAX	.00	.00	25,300.00	25,300.00	.0
40-460-370 TRAINING/TRAVEL	.00	.00	600.00	600.00	.0
40-460-510 LEGAL	.00	.00	.00	.00	.0
40-460-512 AUDIT	.00	.00	1,300.00	1,300.00	.0
40-460-513 PROPERTY/CASUALTY INSURANCE	713.21	713.21	2,000.00	1,286.79	35.7
40-460-514 POSITION BONDS	.00	.00	150.00	150.00	.0
40-460-515 ENGINEERING/SURVEY	.00	.00	.00	.00	.0
40-460-516 SITE LEASE	.00	.00	1.00	1.00	.0
40-460-700 DEPRECIATION RESERVE	.00	.00	.00	.00	.0
40-460-750 FIREWORKS	.00	.00	26,000.00	26,000.00	.0
40-460-870 CONTINGENCY	.00	.00	5,000.00	5,000.00	.0
<b>TOTAL MARINA OPERATIONS</b>	<b>10,358.48</b>	<b>10,358.48</b>	<b>350,280.00</b>	<b>339,921.52</b>	<b>3.0</b>

TOWN OF GRAND LAKE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2021

		MARINA FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>MARINA CAPITAL</u>						
40-960-610	CAPITAL EQUIPMENT	.00	.00	92,597.00	92,597.00	.0
40-960-750	CAPITAL CONTRIBS (INTERFUND)	.00	.00	.00	.00	.0
40-960-995	FACILITIES IMPROVEMENTS	.00	.00	125,000.00	125,000.00	.0
40-960-999	CONTRA CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<b>TOTAL MARINA CAPITAL</b>	<b>.00</b>	<b>.00</b>	<b>217,597.00</b>	<b>217,597.00</b>	<b>.0</b>
	<b>TOTAL FUND EXPENDITURES</b>	<b>10,358.48</b>	<b>10,358.48</b>	<b>567,877.00</b>	<b>557,518.52</b>	<b>1.8</b>
	<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 10,290.24)</b>	<b>( 10,290.24)</b>	<b>( 142,677.00)</b>	<b>( 132,386.76)</b>	<b>( 7.2)</b>

TOWN OF GRAND LAKE  
BALANCE SHEET  
JANUARY 31, 2021

PAY-AS-YOU-THROW FUND

ASSETS

50-100000	CASH IN COMBINED CASH FUND	121,960.53	
50-116000	PETTY CASH	50.00	
50-117000	ACCOUNTS RECEIVABLE	.00	
50-127000	ASSET - BAG INVENTORY	7,858.94	
50-143100	PREPAID EXPENSES	.00	
	TOTAL ASSETS		129,869.47

LIABILITIES AND EQUITY

LIABILITIES

50-200000	ACCOUNTS PAYABLE GENERAL	.00	
50-223100	PREPAID ACCOUNTS	.00	
50-231000	DUE TO G.F. FROM PAYT	.00	
	TOTAL LIABILITIES		.00

FUND EQUITY

50-275000	UNAPPROP. RETAINED EARNINGS	125,256.35	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	4,613.12	
	BALANCE - CURRENT DATE	4,613.12	
	TOTAL FUND EQUITY		129,869.47
	TOTAL LIABILITIES AND EQUITY		129,869.47

TOWN OF GRAND LAKE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2021

PAY-AS-YOU-THROW FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	%
<u>PAYT REVENUES</u>					
50-344-110 BAGS: DIRECT SALES (T)	120.00	120.00	4,150.00	4,030.00	2.9
50-344-115 BAGS: VENDOR PURCHASE (NT)	5,430.00	5,430.00	74,700.00	69,270.00	7.3
50-344-140 INTEREST REVENUE	17.71	17.71	200.00	182.29	8.9
<b>TOTAL PAYT REVENUES</b>	<b>5,567.71</b>	<b>5,567.71</b>	<b>79,050.00</b>	<b>73,482.29</b>	<b>7.0</b>
<b>TOTAL FUND REVENUE</b>	<b>5,567.71</b>	<b>5,567.71</b>	<b>79,050.00</b>	<b>73,482.29</b>	<b>7.0</b>

TOWN OF GRAND LAKE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2021

PAY-AS-YOU-THROW FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>PAYT OPERATIONS</u>					
50-470-200 BAGS FOR RESALE	.00	.00	.00	.00	.0
50-470-250 COGS - BAGS	.00	.00	6,000.00	6,000.00	.0
50-470-300 DUMPSTER SERVICE	770.16	770.16	30,000.00	29,229.84	2.6
50-470-301 RECYCLING CONTRIBUTION	125.00	125.00	1,500.00	1,375.00	8.3
50-470-305 RECYCLING PROGRAM	.00	.00	5,000.00	5,000.00	.0
50-470-310 SITE LEASE	.00	.00	1.00	1.00	.0
50-470-312 COMPUTER SERVICES	.00	.00	450.00	450.00	.0
50-470-315 SITE MAINTENANCE	59.43	59.43	13,000.00	12,940.57	.5
50-470-320 BUSINESS LICENSE	.00	.00	200.00	200.00	.0
50-470-350 SALES TAX	.00	.00	382.00	382.00	.0
50-470-512 AUDIT	.00	.00	390.00	390.00	.0
50-470-870 CONTINGENCY	.00	.00	.00	.00	.0
<b>TOTAL PAYT OPERATIONS</b>	<b>954.59</b>	<b>954.59</b>	<b>56,923.00</b>	<b>55,968.41</b>	<b>1.7</b>
<u>PAYT CAPITAL</u>					
50-970-751 SITE IMPROVEMENTS	.00	.00	15,000.00	15,000.00	.0
<b>TOTAL PAYT CAPITAL</b>	<b>.00</b>	<b>.00</b>	<b>15,000.00</b>	<b>15,000.00</b>	<b>.0</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>954.59</b>	<b>954.59</b>	<b>71,923.00</b>	<b>70,968.41</b>	<b>1.3</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>4,613.12</b>	<b>4,613.12</b>	<b>7,127.00</b>	<b>2,513.88</b>	<b>64.7</b>

TOWN OF GRAND LAKE  
BALANCE SHEET  
JANUARY 31, 2021

## CAPITAL IMPROVEMENT FUND

<u>ASSETS</u>			
90-100000	CASH IN COMBINED CASH FUND	495,604.51	
90-109100	COLOTRUST	713,333.06	
90-117000	ACCOUNTS RECEIVABLE	49,233.75	
	TOTAL ASSETS		1,258,171.32
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
90-200000	ACCOUNTS PAYABLE GENERAL	.00	
	TOTAL LIABILITIES		.00
<u>FUND EQUITY</u>			
90-270000	SURPLUS FUND	280,500.00	
90-275000	RETAINED EARNINGS - PRIOR	977,496.73	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	174.59	
	BALANCE - CURRENT DATE	174.59	
	TOTAL FUND EQUITY		1,258,171.32
	TOTAL LIABILITIES AND EQUITY		1,258,171.32

TOWN OF GRAND LAKE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2021

CAPITAL IMPROVEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	%
<u>CIF REVENUES</u>					
90-344-110 1% SALES & USE TAX	.00	.00	435,000.00	435,000.00	.0
90-344-140 INTEREST REVENUES	174.59	174.59	15,000.00	14,825.41	1.2
90-344-160 MISC REVENUE	.00	.00	.00	.00	.0
90-344-910 DOLA 2017 TIER II PHASE 1	.00	.00	.00	.00	.0
90-344-920 DOLA 2017 TIER II PHASE 2	.00	.00	700,000.00	700,000.00	.0
<b>TOTAL CIF REVENUES</b>	<b>174.59</b>	<b>174.59</b>	<b>1,150,000.00</b>	<b>1,149,825.41</b>	<b>.0</b>
<u>CIF OTHER REVENUES</u>					
90-391-360 TXFR IN FROM WATER ENTERPRISE	.00	.00	206,000.00	206,000.00	.0
<b>TOTAL CIF OTHER REVENUES</b>	<b>.00</b>	<b>.00</b>	<b>206,000.00</b>	<b>206,000.00</b>	<b>.0</b>
<b>TOTAL FUND REVENUE</b>	<b>174.59</b>	<b>174.59</b>	<b>1,356,000.00</b>	<b>1,355,825.41</b>	<b>.0</b>

TOWN OF GRAND LAKE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2021

CAPITAL IMPROVEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>CAP IMP FUND OPERATIONS</u>					
90-431-870 CONTINGENCY	.00	.00	1,000.00	1,000.00	.0
90-431-999 TABOR REQ'D EMERGENCY RESERVE	.00	.00	.00	.00	.0
TOTAL CAP IMP FUND OPERATIONS	.00	.00	1,000.00	1,000.00	.0
<u>CAP IMP FUND DEBT SERVICE</u>					
90-831-471 SALES TAX BONDS - PRINCIPAL	.00	.00	115,000.00	115,000.00	.0
90-831-472 SALES TAX BONDS - INTEREST	.00	.00	163,950.00	163,950.00	.0
TOTAL CAP IMP FUND DEBT SERVICE	.00	.00	278,950.00	278,950.00	.0
<u>CAP IMP FUND CAPITAL</u>					
90-931-910 STREETScape	.00	.00	.00	.00	.0
90-931-912 STREETScape-MAINTENANCE	.00	.00	125,000.00	125,000.00	.0
90-931-915 STREETScape PLAN/PROJECT MAN	.00	.00	420,000.00	420,000.00	.0
90-931-916 STREETScape- BELOW GROUND	.00	.00	296,725.00	296,725.00	.0
90-931-917 STREETScape-ABOVE GROUND	.00	.00	766,274.00	766,274.00	.0
90-931-918 STREETScape- MISC.	.00	.00	86,731.00	86,731.00	.0
90-931-919 STREETScape-LANDSCAPING	.00	.00	283,065.00	283,065.00	.0
TOTAL CAP IMP FUND CAPITAL	.00	.00	1,977,795.00	1,977,795.00	.0
TOTAL FUND EXPENDITURES	.00	.00	2,257,745.00	2,257,745.00	.0
NET REVENUE OVER EXPENDITURES	174.59	174.59	( 901,745.00)	( 901,919.59)	.0

**1% SALES TAX CASH FLOW REPORT:**

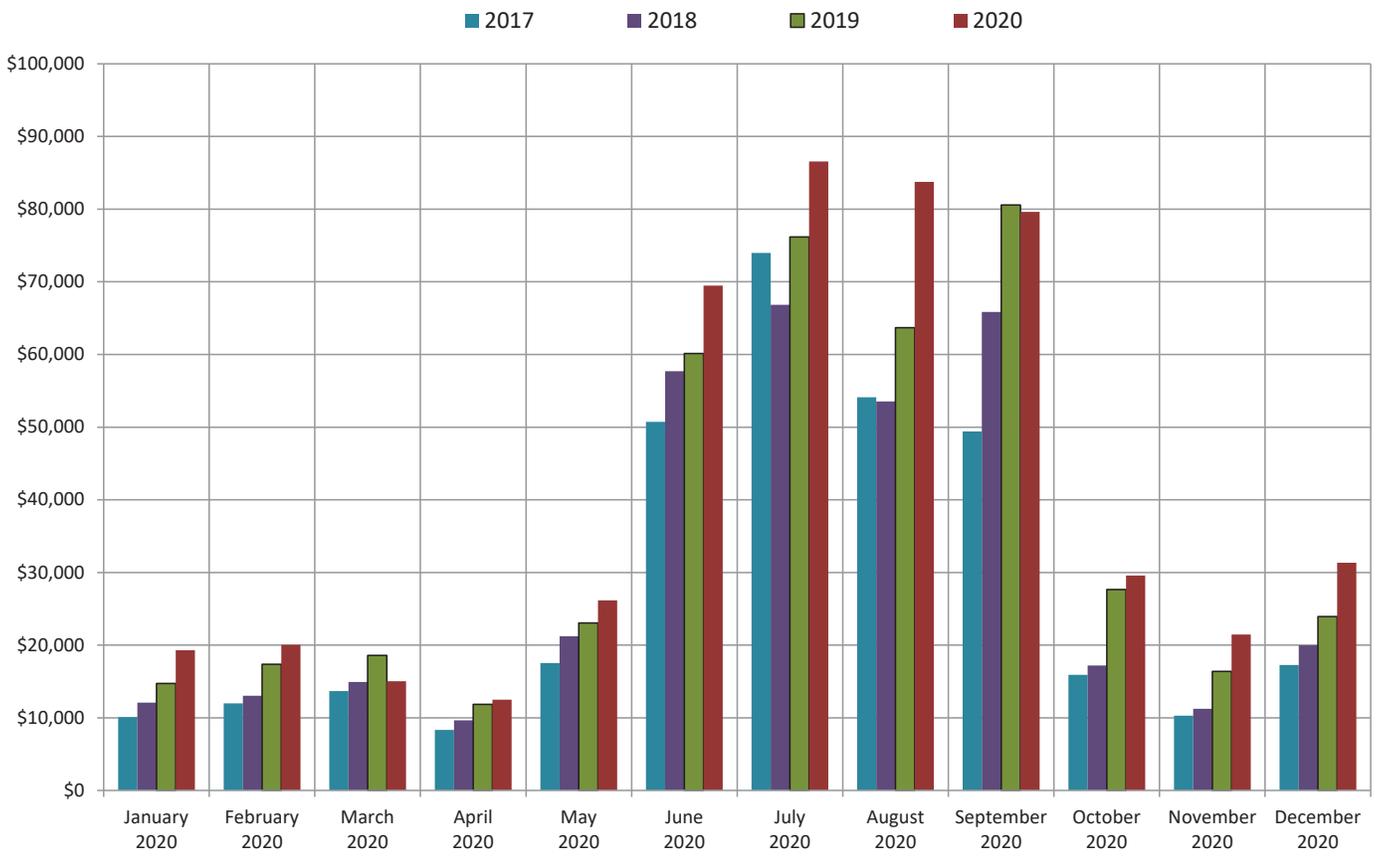
TOWN OF GRAND LAKE  
FISCAL YEAR 2020

Sales Month	FISCAL YEAR			
	2020	2019	2018	2017
January 2020	\$19,287	\$14,712	\$12,082	\$10,086
February 2020	\$20,042	\$17,367	\$13,041	\$11,969
March 2020	\$15,046	\$18,583	\$14,915	\$13,693
April 2020	\$12,478	\$11,844	\$9,638	\$8,340
May 2020	\$26,172	\$23,035	\$21,219	\$17,539
June 2020	\$69,478	\$60,147	\$57,697	\$50,722
July 2020	\$86,566	\$76,180	\$66,841	\$73,964
August 2020	\$83,751	\$63,677	\$53,530	\$54,100
September 2020	\$79,628	\$80,571	\$65,870	\$49,408
October 2020	\$29,578	\$27,640	\$17,200	\$15,923
November 2020	\$21,467	\$16,396	\$11,248	\$10,295
December 2020	\$31,333	\$23,938	\$19,978	\$17,274

**YEAR TO DATE CASH FLOW COMPARISON****BUDGET COMPARISON**

	Year to Date Total	Percent of Budget	Percent change from previous Year to Date	Dollar change from previous Year to Date	Budgeted Amount
<b>2020</b>	\$494,828	111.04%	13.99%	\$ 60,737.58	\$445,635
<b>2019</b>	\$434,090	121.98%	19.50%	\$ 70,829.61	\$355,882
<b>2018</b>	\$363,261	115.88%	8.99%	\$ 29,948.47	\$313,491
<b>2017</b>	\$333,312	86.13%		N/A	\$387,000

### 1% SALES TAX CASH FLOW 2020 December 2020



**4% SALES TAX CASH FLOW REPORT:**  
**TOWN OF GRAND LAKE**  
**FISCAL YEAR 2020**

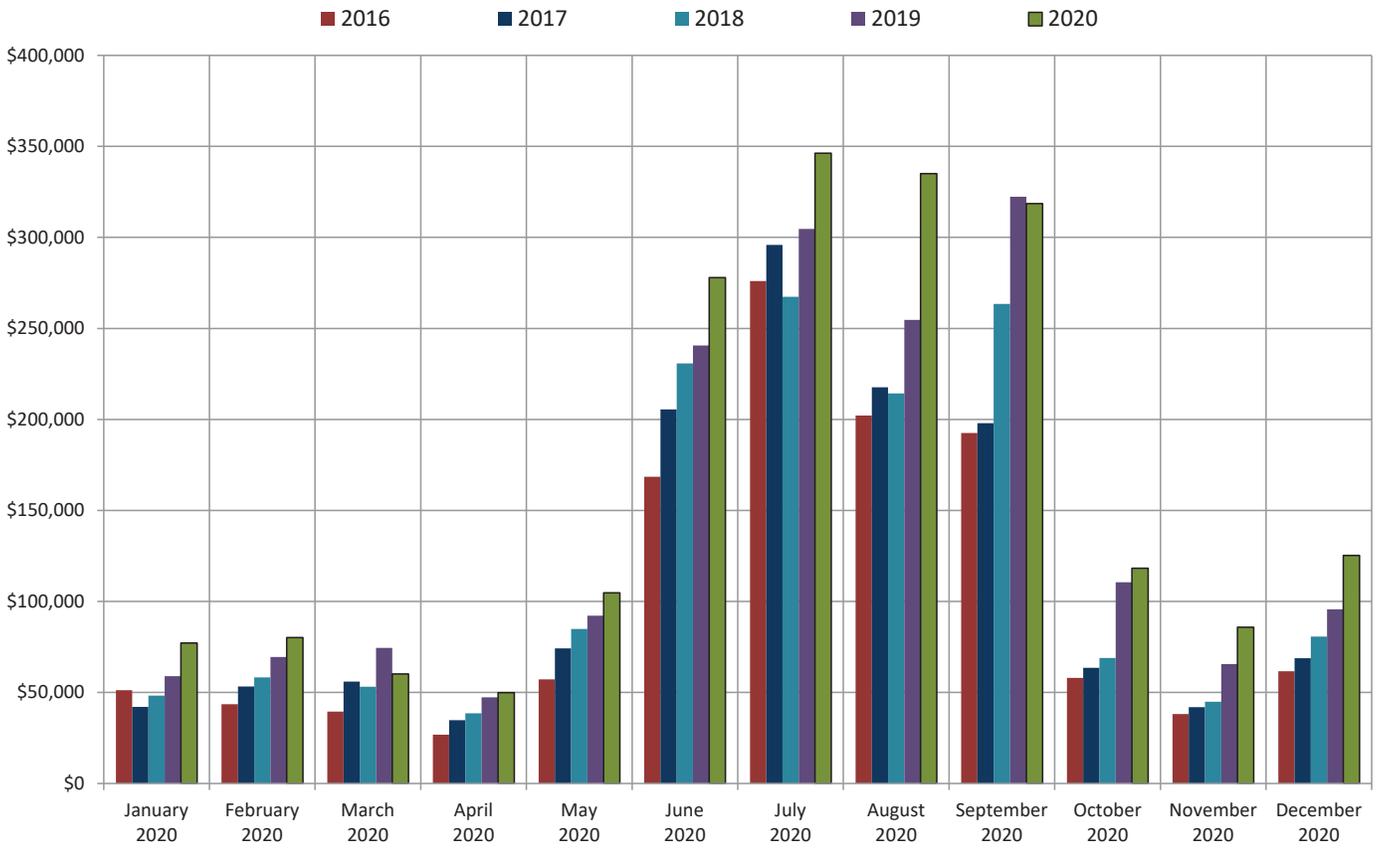
Sales Month	Fiscal Year				
	2020	2019	2018	2017	2016
January 2020	\$77,149	\$58,933	\$48,333	\$42,037	\$51,196
February 2020	\$80,166	\$69,478	\$58,344	\$53,326	\$43,528
March 2020	\$60,184	\$74,443	\$53,192	\$55,964	\$39,568
April 2020	\$49,912	\$47,378	\$38,591	\$34,821	\$26,769
May 2020	\$104,689	\$92,138	\$84,862	\$74,172	\$57,188
June 2020	\$277,913	\$240,589	\$230,804	\$205,468	\$168,446
July 2020	\$346,264	\$304,721	\$267,371	\$295,836	\$275,977
August 2020	\$335,005	\$254,709	\$214,246	\$217,698	\$202,184
September 2020	\$318,513	\$322,285	\$263,514	\$197,896	\$192,607
October 2020	\$118,313	\$110,559	\$68,969	\$63,605	\$57,975
November 2020	\$85,868	\$65,583	\$44,932	\$41,909	\$38,189
December 2020	\$125,334	\$95,751	\$80,654	\$68,832	\$61,633

**YEAR TO DATE CASH FLOW COMPARISON**

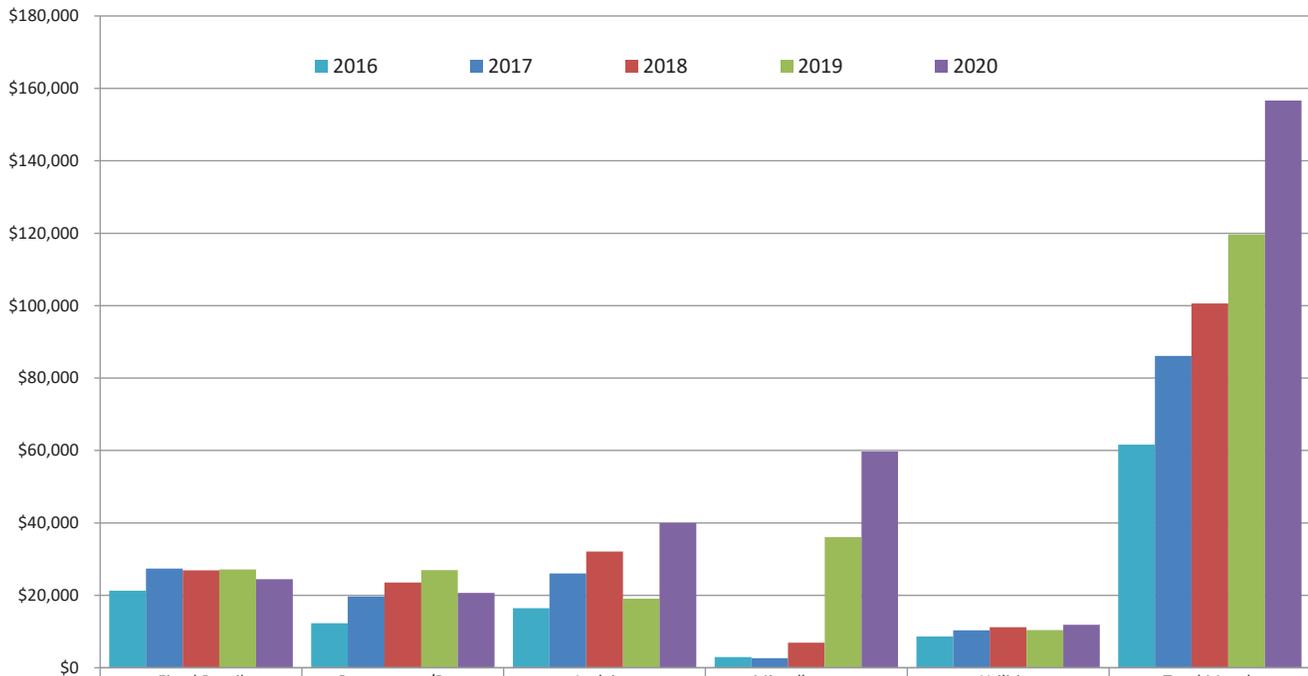
**BUDGET COMPARISON**

	Year to Date Total	Percent of Budget	Percent change from previous Year to Date	Dollar change from previous Year to Date	Budgeted Amount
<b>2020</b>	\$1,979,311	119.29%	13.98%	\$ 242,743.66	\$1,659,230
<b>2019</b>	\$1,736,567	124.13%	19.45%	\$ 282,754.16	\$1,398,967
<b>2018</b>	\$1,453,813	114.44%	7.57%	\$ 102,248.19	\$1,270,354
<b>2017</b>	\$1,351,565	114.30%	11.22%	\$ 136,303.27	\$1,182,454
<b>2016</b>	\$1,215,262	104.34%	4.49%	\$ 52,205.34	\$1,164,718

### 4% SALES TAX CASH FLOW 2020 December 2020

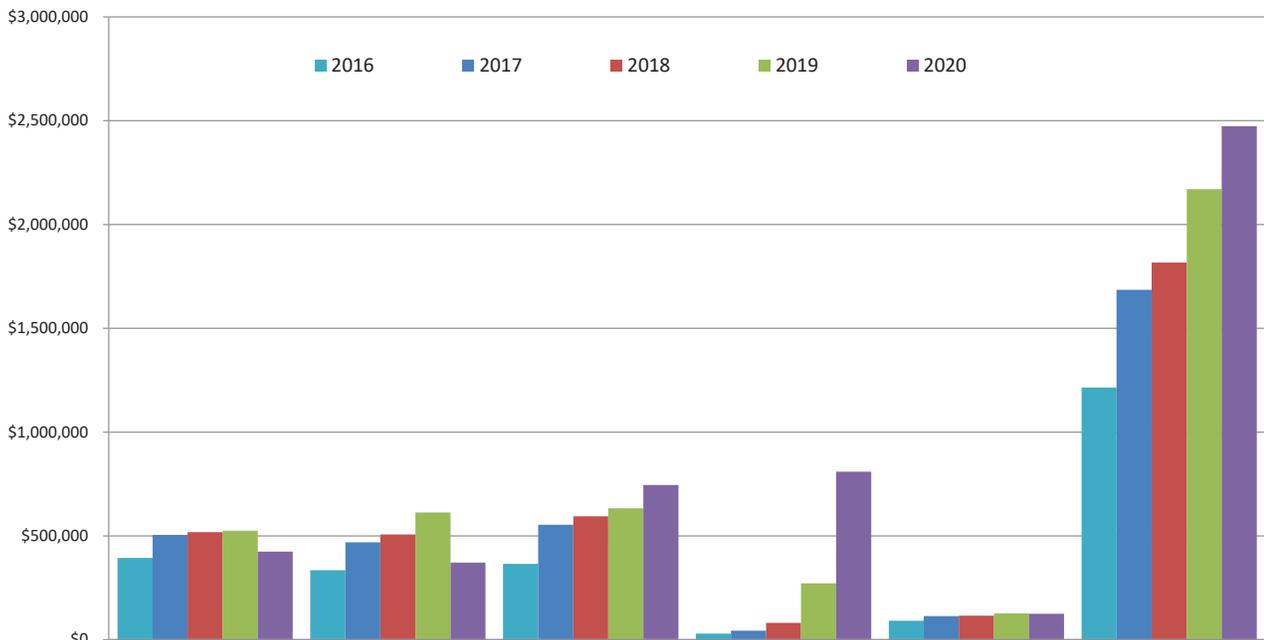


### TOWN OF GRAND LAKE Sales Tax Collection by Industry for December 2016-2020



	Fixed Retail	Restaurants/Bars	Lodging	Miscellaneous	Utilities	Total Month
2016	\$21,300	\$12,297	\$16,480	\$2,917	\$8,640	\$61,633
2017	\$27,377	\$19,721	\$26,037	\$2,630	\$10,341	\$86,106
2018	\$26,887	\$23,561	\$32,100	\$6,893	\$11,190	\$100,632
2019	\$27,165	\$26,974	\$19,083	\$36,074	\$10,393	\$119,689
2020	\$24,431	\$20,644	\$39,999	\$59,719	\$11,874	\$156,667

**TOWN OF GRAND LAKE  
Sales Tax Collection by Industry  
for December 2016-2020**



	Fixed Retail	Restaurants/Bars	Lodging	Miscellaneous	Utilities	Total Year To Date
2016	\$393,978	\$335,095	\$365,212	\$29,156	\$91,821	\$1,215,262
2017	\$504,505	\$469,418	\$553,665	\$43,721	\$113,568	\$1,684,877
2018	\$518,463	\$507,062	\$594,586	\$80,807	\$116,155	\$1,817,074
2019	\$525,446	\$613,174	\$633,247	\$271,518	\$127,274	\$2,170,658
2020	\$423,956	\$371,185	\$744,973	\$808,983	\$125,042	\$2,474,139



**Date:** February 22, 2021  
**To:** Mayor Kudron and the Board of Trustees  
**From:** John Crone, Town Manager  
**Re:** Artspace / Space to Create Site Selection

### **Background**

For many years, the Town has been working with Art Space / Space to Create to develop a workforce housing / creative space development in the Town. As part of this process, consultants have evaluated several proposed sites for the development.

The first site that had been seriously considered was the Grand Lake Center property. After a series of very contentious public meetings, the Board asked Space to Create to consider alternative sites. After considering numerous other properties, the consultants from Art Space recommended a project on the Town-owned parking lot at the corner of Par Ave. and Hancock St. (the "Hancock Lot").

The BOT reviewed conceptual plans for this property at the January 25 meeting. The Town then hosted a Public Town Hall Meeting to elicit comments from interested citizens during the BOT workshop on February 8.

If the BOT wishes to use the Hancock Lot for this project, it will impact our Streetscape plans and will require a significant amount of due diligence and document preparation time from staff and the Town Attorney. This means that site selection will be in front of the Board in the near future to approve the necessary resolution (I've attached a few samples so that you can get an idea about what we need to do).

### **Recommendation**

If the Board would like to move forward with utilizing the Hancock Lot for Space to Create, you should instruct staff to put together the necessary documentation by passing the following motion:

*I move to instruct staff to take the necessary steps to move forward with the selection of the Hancock Lot for the Space to Create / Art Space project.*

**HASTINGS ECONOMIC DEVELOPMENT  
AND REDEVELOPMENT AUTHORITY**

**RESOLUTION NO. 2016-05**

**AMENDING APPROVAL OF A PURCHASE AND DEVELOPMENT  
AGREEMENT WITH ARTSPACE HASTINGS LOFTS, LLLP RELATING TO  
THE DEVELOPMENT OF CERTAIN REAL PROPERTY LOCATED IN THE  
CITY OF HASTINGS.**

Commissioner Sinclair introduced the following resolution and moved its adoption:

**WHEREAS**, the Hastings Economic Development and Redevelopment Authority (“HEDRA”) is the owner of certain real property (the “Authority Property”) located in the City of Hastings (“City”); and

**WHEREAS**, Artspace Hastings Lofts, LLLP ( the “Developer”) has presented to HEDRA’s Board of Commissioners (the “Board”) a plan for the development of the Authority Property through the construction of a mixed use residential and commercial building together with related improvements, which proposal contemplated the Authority’s conveyance of the Authority Property to the Developer; and

**WHEREAS**, On May 14, 2015 the Board authorized signature of a Purchase and Development Agreement (the “Agreement”) granting certain development rights and obligations to the Developer for development of the Authority Property; and

**WHEREAS**, the Developer has encountered difficulties in the potential excavation of bedrock to accommodate underground parking for the facility and has requested to modify plans to accommodate all approved parking as surface parking.

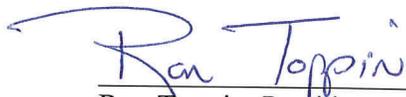
**NOW THEREFORE BE IT RESOLVED** by the Board that the President and Executive Director are hereby authorized to execute the following amendments to the Agreement:

- 1) Section 3.3 – Conditions Precedent to Conveyance – Amend the date for satisfaction of conditions precedent to conveyance from September 1, 2016 to October 15, 2016.
- 2) Schedule A – Description of Property – Amend the legal description of the property to be conveyed to include an additional 40 foot strip (0.24 acres) located directly north of the original conveyance for a revised total conveyance of 1.27 acres.

Commissioner Peine seconded the resolution and upon being put to a vote it was adopted:

Ayes: ~~Peine~~ Sinclair, Peine, Toppin, Holzem, Sullivan, & Alongi  
Nays: None  
Absent: Schultz

The resolution was duly adopted this 14<sup>th</sup> day of July, 2016.

  
\_\_\_\_\_  
Ron Toppin, President

**ATTEST:**

  
\_\_\_\_\_  
Justin Fortney, Secretary

This instrument drafted by:  
City of Hastings (JH)  
101 4th St. E.  
Hastings, MN 55033

**HASTINGS ECONOMIC DEVELOPMENT  
AND REDEVELOPMENT AUTHORITY**

**RESOLUTION NO. 2015-11**

**MODIFYING THE PURCHASE AND DEVELOPMENT AGREEMENT BETWEEN THE  
HASTINGS ECONOMIC DEVELOPMENT AND REDEVELOPMENT AUTHORITY AND  
ARTSPACE HASTINGS LOFTS LLLP RELATING TO THE REDEVELOPMENT OF  
CERTAIN REAL PROPERTY LOCATED IN THE CITY OF HASTINGS.**

Commissioner Schultz introduced the following resolution and moved its adoption:

**WHEREAS**, the Hastings Economic Development and Redevelopment Authority (“HEDRA”) is the owner of certain real property (the “Authority Property”) located in the City of Hastings (“City”); and

**WHEREAS**, On June 17, 2015 Artspace Hastings Lofts LLLP (the “Developer”) and HEDRA executed a Purchase and Development Agreement (the “Agreement”) to sell the Authority Property to the Developer for development of live/work artist housing; and

**WHEREAS**, Section 4.2 of the Agreement requires the Developer to submit to submit construction plans to HEDRA by June 1, 2016; and

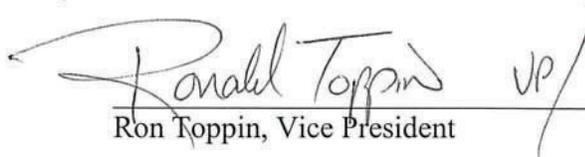
**WHEREAS**, The Developer seeks to amend the date of construction plan submittal to March 1, 2016.

**NOW THEREFORE BE IT RESOLVED** by the Board that the President and Executive Director are hereby authorized to execute an amendment to the Agreement extending the date of construction plan submittal to March 1, 2016.

Commissioner Peine seconded the resolution and upon being put to a vote it was adopted:

Ayes: Schultz, Peine, Toppin, & Alongi  
Nays: None  
Absent: Keena, Holzem, & Kelley

The resolution was duly adopted this 8<sup>th</sup> day of October, 2015.

  
 Ron Toppin, Vice President

**ATTEST:**

  
 Justin Fortney, Secretary



**Date: February 22, 2021**  
**To: Mayor Kudron and the Board of Trustees**  
**From: John Crone, Town Manager**  
**Re: Small Cell Regulations**

**Background**

Our Town Attorney has small cell operations as an area that the Town may want to address before they become an issue. The staff report from Dan Krob is attached. In order to implement these regulations, staff will need to draft an ordinance for consideration at a future meeting.

**Feedback**

Staff would like to know if the Board has an interest in implementing small cell regulations. If the Board so instructs, staff will work with our Town Attorney to draft a proposed ordinance for presentation at a future meeting..



**KROB LAW OFFICE, LLC**  
Attorneys at Law

### MEMORANDUM

**To: Grand Lake Board of Trustees**  
**From: Krob Law Office, LLC**  
**Date: February 18, 2021**  
**Re: Small Cell Regulations**

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“Small Cell” radio equipment is an emerging feature of the wireless communication landscape. Small Cell is a component of “5G” wireless service that major telecommunications companies require and are increasingly becoming land use issues for municipalities to manage. Staff is not aware of any inquiries about possible installations of 5G Small Cell installations, however, staff does believe it is only a matter of time until such a request is made. While staff is learning that municipalities have little choice regarding whether small cell technology may be permitted, there is some flexibility and potential need for policy regarding where and how the technology may be deployed in a given community.

A small cell installation consists of small radio equipment and antennas that can be placed on structures such as street light, the sides of buildings, or poles. Each small cell installation is about the size of a backpack and a network of installations about every 500 feet is essential for transmitting data to and from wireless devices that will operate on the new 5G technology.

Small cells look completely different than typical wireless infrastructure in that they are much smaller than large cell towers that have been necessary for the cellular services technologies that we have become familiar with. Whereas larger towers are often placed miles apart, small cell structures need to be installed every few blocks.

Small cell operators have identified public right of way as the optimal location for small cell facilities because right of way have existing infrastructure such as utility poles, street lights and traffic signals. In recent years, state and federal policy makers have adopted rules to promote

the unfettered deployment of small cell facilities in public rights of way to help improve communications during emergency situations.

On April 18, 2017 the Colorado State Legislature adopted HB 17-1193, which is codified in C.R.S. § 29-27-401, et seq and Section 38-5.5-102 et seq. The state law supersedes the local municipal code where conflicts exist and constitutes a substantial set-aside of local government's zoning rules. Key features of the state law include the following:

- Small cells are a use by right in any zone district subject to the exercise of local police powers including zoning requirements.
- State law defines "small cell" as low-powered wireless base stations that include an antenna of no more than three cubic feet and equipment totaling no more than 28 cubic feet, placed on a structure that is either no more than 50 feet in height or no more than 10 percent taller than adjacent structures.
- Time constraints of 90 days are placed on application approvals by local governments, after which a small cell provider can proceed without approval.
- Provides for consolidated application for a network of multiple small cell facilities, instead of requiring individual applications.

In September 2018, the U.S. Federal Communications Commission passed a series of orders to further facilitate the deployment of small cells and other wireless infrastructure by superseding other state and local-level regulations. The new state and federal legislation is intended to encourage rapid deployment of the new 5G technology for economic development, global competition and public safety communication purposes.

The primary features of the FCC's orders are as follows:

- Ban local "moratoria" that would delay or limit wireless infrastructure deployment.
- Establish a national fee structure that towns can charge for reviewing small cell projects.
- Establish a 60-day "shot clock" for attaching small cells to existing structures and 90 days for new builds.

The FCC regulations are currently being challenged in federal court and are subject to change. In the midst of a complex and changing legal environment, small towns face the challenge of adopting regulations for small cell facilities to meet community aesthetic standards, minimize clutter and make appropriate use of the public rights of way while complying with state and federal law and regulation. Staff is drafting an ordinance to comply with all state and federal regulations and has established a local license agreement that allow the Town the maximum permissible input on Small Cell hardware installation locations an aesthetics.

A copy of the Master License Agreement is attached. This agreement was presented to Verizon and AT&T. Staff received comments and suggestions from the carriers and have incorporated those comments and suggestions.

**MASTER LICENSE AGREEMENT BETWEEN THE TOWN OF GRAND LAKE,  
COLORADO AND \_\_\_\_\_ FOR THE USE OF THE TOWN'S  
PUBLIC RIGHT-OF-WAY PROPERTY IN CONNECTION WITH THE  
OPERATION OF A SMALL CELL WIRELESS NETWORK**

This Agreement is made and entered into by and between the Town of Grand Lake, a Colorado municipality ("Licensor") and \_\_\_\_\_, ("Licensee"). Licensor and Licensee may be referred to herein individually as a "Party" or collectively as the "Parties."

**RECITALS**

This Agreement is made with reference to the following Recitals, each of which is deemed to be a material term and provision of this Agreement:

A. Licensor is the owner of rights-of-way, streets, and similar property rights, as well as certain municipal facilities located in the public rights-of-way situated within the Town limits of Grand Lake, Colorado ("ROW").

B. Licensee is duly organized and existing under the laws of the State of \_\_\_\_\_, and Licensee and its lawful successors, assigns, and transferees are authorized to conduct business in the State of Colorado.

C. Licensee owns, controls, maintains, or operates a wireless and fiber communications network serving customers.

D. For purposes of operating the Network, the Licensee wishes to locate, place, attach, install, operate, control, and maintain antennas and other related wireless communication equipment consistent with Small Cell technology ("Equipment") in the public ROW.

E. Licensee agrees to comply with Licensor's ROW and land use requirements as provided herein. Licensee acknowledges Licensor's right to require Licensee to obtain permits for work in Licensor's ROW, and to comply with Licensor's requirements for such permits.

F. Licensee is willing to compensate Licensor in exchange for a grant and right to use and physically occupy portions of the ROW.

**AGREEMENT**

1. Exhibits to the Agreement. The following documents, which are occasionally referred to in this Agreement, are formally incorporated and made part of this Agreement by this reference:

- (a) **Exhibit A:** Master License Agreement ("MLA") Application Attachments/Exhibits are listed below:
  - (1) **MLA Form.** An executed copy of the MLA shall be submitted with all attachments described below as required from the Pre-Application meeting.

- (2) **Submittal fees.** Application fees in accordance with the fee scheduled published annually in the Town Hall.
- (3) **Proof of Ownership or Lease Rights.** The applicant shall demonstrate that it owns or has lease rights to the subject site (prior to construction) inclusive of a pole attachment or license agreement, for example. The property and tower owner(s) shall sign the application form or provide a letter of authorization.
- (4) An executed list of **Surrounding Property Owners** within 500' of the site(s) and evidence the applicant has notified the Surrounding Property Owners along with any concerns and how the concerns will be addressed.
- (5) **Project Description.** A project statement identifying the proposed facility and the communication service to be provided by the proposed facility. The project statement must indicate the facility's suitability for co-location, which is encouraged where co- location will have less visual impact on the surrounding area than another facility. The project description shall include a written description of how the proposal complies with all applicable standards. The project description shall include the number, type and size of antennae or appurtenances that can be accommodated.
- (6) **Site Plan** illustrating the following items:
- (7) **Vicinity Map.** The Vicinity Map include all residential properties located within 1,000 feet of the proposed site.
- (8) **Site Plan Details.**
  - a. The relative shape, size/dimensions, setback, color, height and location of all existing and proposed structures including guy wires anchors; freestanding facilities, antenna, ground-based, below-grade, above-grade equipment; warning signs, fencing, landscaping and access restrictions.
  - b. If overhead lines exist, the Site Plan shall illustrate how overhead lines will be relocated underground.
- (9) **Elevation Drawings.** Elevation drawings of the proposed facility and any ground-based equipment. The drawings should indicate the location on the site, height, appearance, color, and material proposed, including information concerning topography.
- (10) **Photo-Realistic Simulations or Renderings.** Photo simulations which illustrate "before" and "after" conditions as they relate to installation of the

Small Cell Facility (“SCF”), if requested at the Pre-Application meeting. Photos should be taken from all adjoining public streets and, when adjacent to residential properties, from the vantage point where the SCF and equipment will be visible. The Town may request visual 3D simulations.

- (11) **Signal Non-Interference Letter.** A letter certifying all SCFs shall be designed, sited, and operated in accordance with applicable federal regulations addressing radio frequency interference.
- (12) **Radio Frequency Emissions Letter.** A letter certifying all SCFs shall comply with federal standards for radio frequency emissions and that they ensure ongoing compliance. A Non-Ionizing Radiation Electromagnetic Radiation Report may be substituted for the Radio Frequency Emissions Letter.
- (13) **Federal Aviation Administration (FAA) letter.** If located near an airport as defined by an airport influence area or in a flight path, the application must include an FAA response to the notice of proposed construction or alternation (FAA Form 7460-1 or equivalent).
- (14) **Abandonment and Removal.** A letter or affidavits on a form approved by the Town shall be required from the owner of the property and from the applicant acknowledging that each is responsible for the removal of a SCF that is abandoned or is unused for a period of six (6) months. A bond shall be provided to the Town to cover removal and site reclamation.
- (15) **Insurance.** The licensee shall maintain current at all times liability and property insurance for each SCF.
- (16) **For properties in floodplains or in or near wetlands.** The applicant will need to submit a drainage report.
- (17) **For properties with federally significant historic or environmental features.** Applicant shall submit letter and documentation showing that all National Environmental Policy Act (NEPA) requirements have been met.
- (18) **Building permit application.** The applicant shall submit a building permit application to be processed concurrently.
- (19) **Structural Letter.** A letter from an Engineer licensed in the State of Colorado demonstrating compliance with applicable structural standards and the general structural capacity of the proposed facility.
- (20) **Additional Permits.** Additional permits that may be required for work in the ROW or electrical metering.

- (21) **Other Information.** Additional information deemed by the Community Development Director to be necessary to assess compliance with this section.
- (b) Town of Grand Lake Wireless Communications Facility Development Standards are found in the Municipal Code, as in effect on the date of this Agreement but which may be amended from time to time as described in the Standards.
- (c) **Exhibit B: Licensee’s Limits of Insurance.** In the event of any conflict between this Agreement, including the Exhibits, and the Grand Lake Municipal Code or the Grand Lake Wireless Communication Facility Development Standards (“Standards”), as they exist on the effective date of this Agreement, the Grand Lake Municipal Code or the Standards prevail, except as federal or state law may preempt or act to modify the Grand Lake Municipal Code or the Standards at present or in the future. Future amendments to the Grand Lake Municipal Code and the Standards shall also prevail in the case of any conflict with any provisions of this Agreement and any Exhibits, so long as the amendments to the Grand Lake Municipal Code or Standards do not alter any material rights granted herein, and except as federal or state law may preempt or act to modify the Grand Lake Municipal Code or the Standards.
2. Grant of License and Terms.
- 2.1. License. Licensors hereby grants to the Licensee a non-exclusive license to use and occupy the ROW throughout Licensors’s territorial boundaries, as these boundaries may be adjusted from time to time due to annexations, to attach, install, operate, maintain, upgrade, remove, reattach, reinstall, relocate, and replace Equipment at each approved Wireless Site (“License”). This grant is subject to the terms, conditions, and other provisions set forth in this Agreement and all Laws. Licensee shall install its Equipment consistent with applicable Laws.
- 2.2. Scope and Priority. Licensee’s Equipment may be attached to, replace structures or installed in the public right-of-way in the Town with the following order of priority of attachment (or replacement, as may be required), except as otherwise agreed to between the Parties or as may otherwise be required by this Agreement or the Grand Lake Municipal Code:
- (a) Third-party poles under the terms of a fully executed pole attachment agreement with the Owner of such poles;
- (b) Town-owned poles, including street lighting poles and utility poles, in the ROW;
- (c) New street lighting poles approved by the Town for street lighting purposes, or Licensee’s proprietary poles to the extent permitted by, and in conformance with, Town regulations and ordinances;

- (d) Town's traffic signal poles. Locations will be prioritized based upon Licensee's technical and radio frequency needs and construction costs, but in any situation where Licensee has a choice of Equipment locations, the Parties shall mutually exercise good faith effort to agree on attachments to poles in the order indicated above.
- 2.3. Approval Process. The Parties agree that the application and approval process to install the Equipment covered by this Agreement shall be conducted pursuant to the Town's application process in effect at the time of the filing of the application for such approval.
- 2.4. Modifications. The Town Manager or his designee shall determine if the modification is a Minor Modification or a Substantial Modification.
- (a) Minor Modifications. Notwithstanding anything in the Agreement to the contrary, Licensee may make modifications to the Equipment with like-kind or similar Equipment subject to permitting required under applicable Laws and/or permission granted by the Owner of the subject pole, and with advanced written notice of at least two business days to Licensor by email without obtaining a new Site Supplement, to the extent that: (i) such modification to the attachment involves only substitution of internal components, and does not result in any change to the external appearance, dimensions, or weight of the attachment, or loading impacts on the pole as approved by Licensor or impact multi-modal traffic flow; or (ii) such modification involves replacement of the pole or attachment with a pole or attachment that is the same, or smaller in weight and dimensions as the approved attachment and does not impact multi-modal traffic flow.
- (b) Substantial Modification. Any modification which does not meet the requirements of a Minor Modification as defined in paragraph 2.4(a) above shall be considered a Substantial Modification. For all Substantial Modifications, Licensee shall first obtain the written approval from Licensor for the use and installation of the desired Equipment by submitting an application to Licensor according to Licensor's application process in effect at such time of request for approval or as otherwise authorized by Laws and required municipal permitting regulations, which approval shall not be unreasonably withheld, conditioned, or delayed. In addition to any other submittal requirements, Licensee shall provide "load" (structural) calculations for all Facilities upon which it intends to modify Equipment in the ROW.
- 2.5. Permitted Use of ROW. ROW may be used by the Licensee seven (7) days a week, twenty-four (24) hours a day, only for the Wireless Sites and the installation, use, and operation of Equipment, and not for any other purpose. Licensee shall, at its expense, comply with all Laws in connection with the use, installation, operation, maintenance, and replacement of Equipment in the ROW, including without limitation, obtaining the necessary Permits and traffic control plan approvals for any work performed by the Licensee within the ROW, and the allowable hours for work in the ROW under the Grand Lake Municipal Code.

- 2.6. Inventory of Wireless Sites. Licensee shall maintain a current inventory of Wireless Sites governed by this Agreement throughout the Term. Licensee shall provide to Licensor, at Licensor's reasonable request, a copy of the inventory of Wireless Sites governed by this Agreement within sixty (60) days of such request. The inventory shall include location of each installation by GIS coordinates, License Site ID #, type of pole used for installation, pole Owner, and designation/type of installation, for each Wireless Site Equipment installation within the ROW. Licensee may exclude from the inventory any Wireless Sites that are deactivated if all of Licensee's equipment is removed entirely from the ROW. The Town will compare the inventory to its records to identify any discrepancies.
- 2.7. Licensor's request for a current inventory shall be limited to no more than one time per calendar year throughout the Term.
- 2.8. Additional Installations. Licensee may install its Equipment on other poles in the ROW lawfully owned and operated by third parties. Subject to obtaining the written permission of the Owner(s) of the affected property, and obtaining any required building or electrical Permits (and paying associated Permit fees), the Licensor hereby authorizes and permits Licensee to enter upon the ROW and to attach, install, operate, maintain, remove, reattach, reinstall, relocate, and replace Equipment in or on poles or other structures lawfully owned and operated by public utility companies or other pole Owners located within the ROW as may be permitted by the public utility company or pole Owner, as the case may be. In such situation, a Site Supplement shall be required to the MLA but a Pole Attachment Fee shall not be paid. Licensee will obtain all required Permits, approvals, and agreements necessary for installation on third party poles in the ROW.
- 2.9. Unauthorized Installations. Any SCF or any Wireless Site owned or operated by the Licensee or an Affiliate of the Licensee which SCF or Wireless Site is not authorized in accordance with this Agreement and any applicable Laws shall constitute a material breach of this Agreement. Upon discovery of any unauthorized SCF or unauthorized Wireless Site and upon notice by the Licensor, the Licensee shall immediately and without undue delay decommission or otherwise render the SCF or Wireless Site inoperable and the Licensee shall remove the unauthorized SCF or Wireless site within sixty (60) days of such notice by the Licensor; provided, however, upon written request of the Licensee to the Licensor and with the discretionary consent of the Licensor, the Licensor may stay or toll the required removal of the unauthorized and inoperable SCF or Wireless Site in order that the Licensee may apply for approval of the SCF or Wireless Site in accordance with Laws. In the event that the Licensee elects to apply for approval of the unauthorized SCF or Wireless Site in accordance with this Section, any application for approval shall be processed as if the SCF or Wireless Site was never established and there shall be no presumption or assumption that the SCF or Wireless Site is acceptable, appropriate, or necessary to the Licensee's Network due to its prior existence or prior operation. In the

event that the Licensee's application for approval of an unauthorized SCF or Wireless Site is denied, the Licensee shall remove the SCF or Wireless Site within sixty (60) days of the date of the Licensor's denial of the application. In the event that the Licensee's application for approval of an unauthorized SCF or Wireless Site is approved, Licensee must pay all required fees for a new Wireless Site that have not otherwise already been paid, plus interest at the rate of two percent (2%) per annum on the required fees from the date of the original installation.

3. Term of Agreement, Supplements, Cancellation, Termination, Removal or Abandonment at Expiration.

- 3.1. Agreement Term. The initial term of this Agreement shall commence upon the Effective Date and shall expire ten (10) years from the Effective Date (the "Term"), unless renewed as herein provided in Paragraph 3.2. The term of each Site Supplement shall be concurrent with the term of this Agreement and any extension thereof; provided, however that the minimum term of a Site Supplement shall be five (5) years, so that should the Term of this Agreement expire before the end of any five (5) year Site Supplement term, this Agreement shall remain in effect only with respect to any Site Supplement through the end of such Site Supplement's term.
- 3.2. Renewal. Unless earlier terminated by either party pursuant to the provisions of this Agreement, the Licensee may request a renewal of this Agreement, by providing sixty (60) days written notice of the intent to renew prior to the expiration date of the Agreement. After providing such notice, this Agreement shall renew on the same terms and conditions as herein for up to two (2) successive terms of five (5) years each, provided that the Licensee has complied with the material terms of this Agreement. If the Licensor does not believe that the Licensee is entitled to renewal as requested, the Licensor shall provide written notification to the Licensee at least one-hundred and eighty (180) days prior to the expiration date of this Agreement, in which notice the Licensor shall provide support for its position. As between the Licensor and the Licensee, the Licensee shall at all times retain control of the SCFs. Upon expiration or non-renewal of this Agreement, within ninety (90) days of the expiration of the then-current Term, the Licensee must remove its SCFs installed within the ROW, or alternatively, sell the same to a qualified buyer consistent with applicable Law.
- 3.3. Licensee Cancellation. Licensee may cancel this Agreement or any Site Supplement before the date of expiration by providing the Licensor with thirty (30) days express written notice of cancellation. Any prepaid Pole Attachment Fees shall be retained by Licensor. This Agreement and all Site Supplements may only be cancelled or terminated as provided in this Agreement or any Site Supplement.
- 3.4. Abandonment. If Licensee abandons the use of a Municipal Facility or a Licensee- Owned Facility location or any of its Equipment located on third-party structures in the ROW for a period of six (6) or more consecutive months, the Equipment on such Municipal Facility or the Equipment and Licensee-Owned Facilities shall be removed at the expense of Licensee. In the event Licensee is unable or refuses to remove such Equipment within thirty

(30) days of Licensor's request, then Licensee shall be deemed to have abandoned its Equipment and Licensor may remove such Equipment at Licensee's cost. In no event may Licensee abandon in place any of its SCFs installed in or on the ROW, unless written consent of the Licensor is obtained and ownership of such Equipment is transferred to Licensor. Any Equipment, including appurtenances to the SCF, cable conduit, meters, or any other component of the abandoned Equipment, that is abandoned by Licensee under the terms of this paragraph shall become the property of Licensor, but Licensee shall remain liable for any costs of removal of such abandoned equipment.

4. Fees and Charges. Licensee shall be solely responsible for the payment to Licensor of all fees and charges in connection with Licensee's performance under this Agreement, including those set forth as follows:

4.1. Pole Attachment Fee.

(a) Annual Fee. As of the Commencement Date defined in each Site Supplement, Licensee shall pay to Licensor annual fees as set forth in Licensor's published rates, fees, and charges then in effect. The annual fees shall be the applicable "Wireless Pole Attachment Fee" for each attachment to a Municipal Facility and shall be valid from January 1 to December 31. The full annual fee for each Attachment shall be due for each attachment for any portion of the calendar year (*i.e.*, the full amount of the annual fee shall be due for an Attachment completed on November 1 of a particular calendar year). In the event any Law provides Licensee the right to use the Municipal Facilities at an annual rate less than the rate set forth herein, the annual Wireless Pole Attachment Fee shall be reduced to such amount on the next anniversary of the Commencement Date (or earlier if required by such Law) for all existing and new Site Supplements. In such event, the Licensor shall update its applicable published annual fees for the next calendar year. The annual Pole Attachment Fee shall not apply to or be charged for attachments to third-party Facilities or to Licensee's proprietary poles in the ROW. For the purposes of the year 2021 only, the Wireless Pole Attachment Fee for each Attachment to a Municipal Facility shall be \$200 per Attachment.

(b) Fee Payment. The Pole Attachment Fee is non-refundable. Licensor shall invoice Licensee annually for all Pole Attachment Fees, no later than October 31. The invoice shall set forth the total number of Poles on which Licensee has been issued a Site Supplement during the annual period, including all previously authorized and active Site Supplements. Invoices for any Site Supplements issued during the course of a calendar year shall be provided to Licensee as necessary for attachments installed after the annual invoice date. Licensor agrees to provide to Licensee a completed, current version of Internal Revenue Service Form W-9, or equivalent.

4.2. Taxes. Licensee shall pay all applicable Town, county and state taxes levied, assessed, or imposed on Licensee or on Licensee's Equipment by reason of this Agreement.

- 4.3. Utilities and Electric Meter. Licensee will be responsible for telephone, cable, broadband, electric, and any other utility service used or consumed by the Licensee in connection with using its Equipment. In no event will Licensee secure its utilities by sub-metering from Licensor. Licensee shall pay all charges for any electricity furnished by Licensor and for charges for furnishing electric service to the Equipment. When the Equipment requires an electric meter, as determined by Licensor, the Licensee shall install or cause to be installed a separate electric meter for the Equipment on a ground mounted pedestal or on Licensee's pad mounted equipment cabinet, or as otherwise may be required by Licensor's Public Works Department. Licensee will install electric facilities which are inconspicuous as reasonably possible and yet consistent with electric code installation requirements.
- 4.4. Payments Made. All fees and/or additional payments shall be payable to Licensor at the address provided in Paragraph 19 of this Agreement for Licensor; or to such other persons or at such other places as Licensor may designate in writing. All payments shall be in lawful money of the United States of America.
- 4.5. Default for Nonpayment. Nonpayment of any amount due under this Agreement ninety (90) days from the date of Licensee's receipt of written notice from Licensor indicating a failure to make timely payment shall constitute a material default under this Agreement.
5. Permits. No payment is collected under this Agreement for any Permit required to be issued in connection with the installation of Equipment at any Municipal Facility. However, to the extent not inconsistent with any applicable Law, all of the Equipment will be installed, operated and maintained by or on behalf of Licensee in accordance with applicable provisions of the Grand Lake Municipal Code. At the time of application for Site Supplements to install the Equipment under this Agreement, Licensee must apply for, obtain, and pay the generally applicable fees for all Permits issued by the Licensor for work performed within the ROW, and the ROW will be used according to the plans submitted by Licensee and approved by the Licensor in issuing Permits. Licensee must also apply for any building Permits required for installation of the Equipment. As part of Licensee's application for a Site Supplement, Licensee shall provide to the Town all applicable Colorado Department of Transportation ("CDOT") permits or approvals, and/or third party attachment agreements, prior to the Town's issuance of a ROW Permit. Execution of this Agreement or any Site Supplement does not constitute the issuance of a Permit.
6. Design and Make Ready Work Requirements.
- 6.1. Design Standards for Wireless Communication Facilities. Every Wireless Communication Facility installed in accordance with this Agreement must comply with the standards described in the published Town of Grand Lake Wireless Communication Facility Design Standards ("Standards") as found in the Municipal Code, whichever is updated most recently prior to the filing of the application for the Site Supplements that will be covered by this Agreement. Modifications to the Standards for a Site Supplement may be proposed by the Licensee by the submission of an alternative design drawing or illustration to the Town Manager or his or her designee ("Director") which drawing or illustration shall clearly identify the differences between the Standards and the proposed alternative design.

Where the Director finds such submitted alternative design presents a *de minimus* or nominal visual impact when compared to the Standards, the Director may approve such alternative design which approval shall be evidenced by written acknowledgment signed by the Director and affixed to the particular Site Supplement. The Director shall retain the discretion to deny a proposed alternative design where the Director finds the proposed design to be more visually or aesthetically impactful than the Standards, at the Director's discretion, the Director may submit the proposed alternative design illustrations to the Town Manager for an administrative determination that the proposed design is, or is not, more visually or aesthetically impactful than the Standards.

- 6.2. Make Ready Work. Licensee shall be responsible for all make ready costs incurred by Licensor in preparing any Licensor-owned structure for an attachment by Licensee. When Licensee and Licensor have agreed on an existing Municipal Facility location as a suitable site for Licensee's Equipment, but the existing Licensor-Owned pole needs to be replaced to accommodate the Equipment, then Licensee shall pay all costs related to replacing the Licensor-Owned pole, including but not limited to installation of the replacement pole (the "Replacement Pole"), transfer to the Replacement Pole of the streetlight fixtures, streetlight, traffic signal, and/or other items attached to the existing Licensor-Owned pole, and removal and salvage to the Licensor of the existing Licensor-Owned pole. Payment of the pole replacement costs does not provide Licensee with any ownership interest in the Replacement Pole. Licensor will be deemed to own the original Licensor-Owned pole and the Replacement Pole. The installation or attachment of the Equipment using the Replacement Pole shall be at Licensee's sole cost and expense.
7. Common Conditions or Requirements Applicable to Site Supplements Issued Under this Agreement.
- 7.1. Damage to Property. If in the exercise of the rights granted by this Agreement Licensee damages or disturbs the surface or subsurface of any ROW or adjoining property, pole, streetlight fixture, traffic signal, fiber, landscaping, or other public improvement, Licensee will promptly, at its own expense, and in a manner reasonably acceptable to Licensor and all affected property owners, repair the damage or disturbance within thirty (30) days. Licensee acknowledges its responsibility to separately adjust damage it actually causes to private property, if any, in the process of Licensee's exercise of its rights hereunder.
- 7.2. Public Emergency. In the event of an emergency or to protect the public health or safety, prior to the Licensor accessing or performing any work on a Municipal Facility on which Licensee has installed Equipment, Licensor may require Licensee to deactivate such Equipment if any of Licensor's employees or agents must move closer to the Equipment than the FCC's recommended minimum distance. In such case, Licensor will contact Licensee at **insert phone number** to request immediate deactivation. Such contact number must be staffed 24 hours every day of the week with a live answering service. Licensee shall keep such contact information updated with Licensor. If Licensee refuses to or fails to act within two (2) hours of such notice from Licensor, Licensee's consent will be deemed given to Licensor to proceed as reasonably necessary to protect public and utility personnel safety in Licensor's sole discretion.

- 7.3. Reserved.
- 7.4. Non-exclusiveness. Subject to Paragraph 7.6(d), the rights and privileges granted to Licensee under this Agreement, and each Site Supplement described herein, are nonexclusive; except that, once Licensee places a Wireless Site in the ROW, Licensor shall not control Wireless Sites, which include without limitation Licensee equipment and sites licensed by Licensee, and will not permit another carrier on the same Site unless Licensor receives confirmation from Licensee and the subsequent carrier that the subsequent carrier will not interfere with the Licensee's existing Wireless Site.
- 7.5. Non-interference. The following provisions shall apply to ensure and/or avoid Interference (both physical interference and Radio Frequency Interference) resulting from Licensee's installation, operation, and/or maintenance of its Equipment:
- (a) Radio Frequency Interference. Licensee shall ensure that the Equipment will not cause Radio Frequency Interference with Wireless Communication Facilities or devices, cable television, broadcast radio, or television systems, satellite broadcast systems, or Licensor traffic, public safety, or other communications signal equipment existing at the time of installation of the Equipment or at any time thereafter.
  - (b) Existing Uses. Licensee shall not interfere in any manner with the existing uses of Licensor property including ROW, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electric and telephone wires, streetlight fixtures, fiber infrastructure, cable television, and other telecommunications, utility, and municipal property without the express written approval of the Owner(s) of the affected property or properties.
  - (c) Licensor Interference. Licensor reserves the right, but not the obligation, to maintain and operate its Municipal Facilities in such reasonable manner as will best enable Licensor to fulfill its own service requirements or obligations. However, Licensor agrees that Licensee and/or any other tenants, licensees, or users of the ROW who currently have or in the future take possession of space within the ROW will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing Equipment of Licensee.
  - (d) Interference with Public Safety Communication. Licensee shall not interfere in any manner with current or future Licensor or other governmental public safety communication. Without limiting any other rights or remedies, if interference to Licensor's or other governmental public safety communication occurs and continues for a period in excess of thirty-six (36) hours following notice to the interfering Party via telephone the interfering Party shall be required to reduce power or cease operations of the interfering equipment until the interference is cured under reasonable commercial standards.

- (e) Interference with Non-Public Safety Systems. Without limiting any other rights or remedies, if interference to non-public safety communication systems of the Licensor or other governmental entity occurs and continues for a period in excess of forty-eight (48) hours following notice to the interfering Party via telephone, the interfering Party shall be required to reduce power or cease operations of the interfering equipment until the interference is cured under reasonable commercial standards.
- (f) Telephonic Notice for Purposes of Remediating Interference Issues. Telephonic notice, for purposes of this Section 7.5, shall be made to Licensee's Network Operations Center at **[Insert phone number]** or to Licensor at the Town Hall at (970) 627-3435. Licensee's contact number must be staffed 24 hours every day of the week with a live answering service. Licensee shall keep such contact information updated with Licensor.
- (g) Remedies. The Parties acknowledge that there will not be an adequate remedy at Law for noncompliance with the provisions of this Section 7 and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance. In no event shall the Licensee be entitled to damages or other monetary award.

#### 7.6. Adjacent Property Owner Notices.

- (a) Except in the case of an emergency involving public safety or an outage, or service interruption to a large number of customers, Licensee shall give reasonable advance notice to private residential property owners of construction work on or in adjacent rights-of-way, as provided in this section. "Construction work" shall include excavation, boring, assembly, rehabilitation, renovation, remodeling or improvement of any structure or facility in the public Right-of-Way or adjacent to a sidewalk beside the public Right-of-Way, including associated landscaping, parking, equipment or furnishings for such work.
- (b) In particular, the following requirements shall apply to nonemergency activity in public Rights-of-Ways when the activity adjoins residentially-zoned property or property shown in the Grand County Assessor's Records as "residential," and will not be completed and restored in a period of two weeks or less.
  - 1. Licensee shall either:
    - a. At least seventy-two (72) hours before commencement of any work in the public ROW, (i) post and maintain a notice that is located at the beginning and end points of the activity, and (ii) deliver notice to each address in the area of the activity and within one hundred seventy-five feet of its boundaries; or

- b. At least fifteen calendar days before commencement of any work in the public ROW, provide written notice individually to each address in the area of the public ROW work and within 175 linear feet of its boundaries.
  2. For good cause, Licensor may require Licensee to employ a combination of the notices required by subsection (b)(1) of this section.
  3. The notices required by subsection (b)(1) of this section shall include the name, telephone number, and address of the owner and use permittee, a description of the work to be performed, the duration of the work, and the name, address, and telephone number of a person who will provide information to and receive comments from any member of the public concerning the work. Such contact number must be staffed 24 hours every day of the week with a live answering service. Licensee shall keep such contact information updated with Licensor. Posted notices shall be in a format and size acceptable to Licensor.
- 7.7. Radio frequency emissions. Licensee hereby warrants and agrees that all equipment installed within the public right-of-way will be environmentally safe and non-harmful to public health and safety. All of Licensee's equipment shall meet all state and federal regulations related to the emission of radio frequency waves and electromagnetic frequencies. Licensee may not install any equipment that will cause adverse health impacts.
8. Damage to Licensee's Equipment. In the event of any damage to Licensee's Equipment, Licensor shall have no liability or responsibility to repair the same unless such damage arose from the Licensor's negligence or willful misconduct of Licensor, its employees, agents, or contractors; provided, however, in such case, Licensor's liability shall be limited to the cost to repair or replace the same, subject to Section 7. Any claims by Licensee must be processed through Licensor's Risk Management department.
9. Title to Equipment.
- 9.1. Title to the Equipment. Title to, responsibility for, and control of the Equipment, exclusive of the Municipal Facility (original or replacement) used for support, and including ground mounted equipment, shall remain with Licensee or any approved sub-licensee and shall constitute Licensee's or sub-licensee's personal property and Equipment, and not fixtures or improvements attached to the land. Licensee shall be responsible for all Equipment installed under this Agreement even if Licensee does not own legal title to such equipment (i.e., the Equipment is owned by a sublicensee or customer of Licensee), and acknowledges and agrees that Licensor may take any actions authorized under this Agreement with respect to such Equipment, even if legal title for such Equipment is not vested in Licensee.
  - 9.2. No Ownership in Licensor Property. Neither this Agreement, any Site Supplement, nor any License issued herein, nor any Permit separately issued for installation of any equipment, regardless of the payment of any fees and charges, shall create or vest in Licensee any

ownership or property rights in any portion or elements of the Municipal Facilities, the underlying real property on which any Licensor-Owned poles or any Equipment is located, or any portion of the ROW. Additionally, Licensee acknowledges that this Agreement does not constitute or create a leasehold interest and except as otherwise expressly provided herein, any right to the benefit of any Licensor property or portion thereof. Nothing contained in this Agreement shall be construed to compel Licensee to construct, retain, extend, place, or maintain any poles or other facilities for the benefit of Licensor which are not needed for Licensee's own service requirements.

9.3. "As Is" Condition. Licensee accepts the Municipal Facilities identified in any Site Supplement, or any Replacement Pole, in its "AS IS" condition, without representation or warranty of any kind by Licensor, or any Licensor officer, agent, or employee, and subject to all applicable Laws governing the use of the Licensor poles for Licensee's intended purpose.

9.4. Licensor's Rights. The parties agree that this Agreement does not in any way limit Licensor's right to locate, operate, maintain, or remove its poles in a manner that will best enable it to fulfill its service requirements.

10. Maintenance and Repair. Subject to Paragraph 7.3, Licensor shall maintain and keep the Municipal Facility containing Equipment in good condition and in accordance with Licensor's standard maintenance requirements, at its sole cost and expense. Licensee shall keep the Equipment and other improvements by Licensee on the Municipal Facility, if any, in good repair.

11. Hazardous Substances. Licensee agrees that Licensee, its contractors, subcontractors and agents, will not use, generate, store, produce, transport, or dispose any Hazardous Substance on, under, about, or within the area of a Municipal Facility or the ROW in which it is located in violation of any applicable Laws. Except to the extent of the negligence or intentional misconduct of Licensor, Licensee will pay, indemnify, defend and hold Licensor harmless against and to the extent of any loss or liability incurred by reason of any Hazardous Substance produced, disposed of, or used by Licensee pursuant to this Agreement. Licensee will ensure that any on-site or off-site storage, treatment, transportation, disposal, or other handling of any Hazardous Substance will be performed by persons who are properly trained, authorized, licensed, and otherwise permitted to perform those services. The Parties recognize that Licensee is only using a small portion of the ROW and that Licensee shall not be responsible for any environmental condition or issue except to the extent resulting from Licensee's, its agents' or contractors' specific activities and responsibilities under this Agreement.

12. Indemnity.

12.1 The Licensee shall indemnify, defend and hold the Licensor, its employees, officers, elected officials, agents, and contractors (the "Indemnified Parties") harmless from and against all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses arising from the installation, use, operation, maintenance, repair, or removal of the SCFs, any of its or its customers' activities on any Wireless Site, or the Licensee's breach of any provision of this Agreement. The indemnity provided for in this paragraph

shall not apply to any liability resulting from the negligence or willful misconduct of the Licensor or an Indemnified Party. Upon the filing with the Licensor by anyone of a claim for damages arising out of incidents for which Licensee herein agrees to indemnify and hold the Licensor harmless, the Licensor shall notify Licensee of such claim and in the event that Licensee does not settle or compromise such claim, then Licensee shall undertake the legal defense of such claim on behalf of Licensee and Licensor. It is specifically agreed, however, that the Licensor at its own cost and expense, may participate in the legal defense of any such claim. Any final judgment rendered against the Licensor for any cause for which Licensee is liable shall be conclusive against Licensee as to liability and amount upon the expiration of the time for appeal. Licensee's indemnification obligations set forth in this Paragraph 12 shall survive termination of this Agreement.

- 12.2 The Licensor shall give the Licensee timely written notice of the making of any claim or of the commencement of any action, suit or other proceeding in connection with any SCFs. In the event such claim arises, the Licensor or any other Indemnified Party shall tender the defense thereof to the Licensee and the Licensee shall consult and cooperate with the Licensor's Attorney's Office while conducting its defense. The Licensor shall cooperate fully therein with Licensee's legal representative and shall be consulted on any settlements of claims prior the execution of any settlement agreements.
- 12.3 If separate representation to fully protect the interests of both parties is or becomes necessary, such as a conflict of interest between the Licensor and the counsel selected by Licensee to represent the Licensor, the Licensee shall pay for all reasonable expenses incurred by the Licensor as a result of such separate representation; provided, however, in the event separate representation becomes necessary, the Licensor shall select its own counsel and any other experts or consultants, subject to the Licensee's prior approval. The Licensor's expenses hereunder shall include all reasonable out-of-pocket expenses, such as consultants' fees, and shall also include the reasonable value of any services rendered by the Licensor's Attorney or his/her assistants or any employees of the Licensor or its agents but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the Licensor by the Licensee.
- 12.4 Licensor will not be liable under this Agreement for consequential, indirect, special, incidental or punitive damages for any cause of action, whether in contract, tort, or otherwise, even if the party was or should have been aware of the possibility of these damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.
- 12.5 In consideration for the rights granted under this Agreement, Licensee waives all claims, demands, causes of action, and rights it may assert against Licensor and its officials, personnel, agents, and representatives because of any loss, damage, or injury to any Equipment, or any loss or degradation of service resulting from the installation, operation, maintenance, or malfunction of Equipment regardless of cause.
13. Insurance Requirements.

- 13.1. Licensee's Insurance. Licensee must procure and maintain insurance in the amounts and form specified in an attached Exhibit to the MLA throughout the term of this Agreement. Within 30 days of execution of this Agreement, Licensee shall submit a Certificate of Insurance to Licensor, which Certificate shall comply with the insurance requirements set forth in this Agreement. Upon renewal of any of Licensee's insurance coverages, Licensee shall provide Licensor with a copy of its then-current Certificate of Insurance, no less than annually.
- 13.2. Certificates. If a Certificate of Insurance or Self-Insurance is submitted as verification of coverage, Licensor will reasonably rely upon the Certificate as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the required policies expire during the term of this Agreement, Licensee must forward renewal or replacement Certificates to Licensor within fifteen (15) business days after the renewal date containing all the necessary insurance provisions.
14. Assignment/Sublicensing.
  - 14.1. Assignment. This Agreement and each License granted herein is personal to Licensee and for Licensee's use only. Subject to Paragraph 14.3 below, the related rights and privileges may not be assigned or otherwise transferred without the express written consent of Licensor, which consent shall not be unreasonably withheld, conditioned, or delayed. Any non-permitted transfer or assignment of the right to attach Equipment to a Licensor-Owned pole shall be void and not merely voidable. Licensor may, in its sole discretion and in addition to all other lawful remedies available to Licensor under this Agreement, collect any fees owed from Licensee all without prejudicing any other right or remedy of Licensor under this Agreement or any applicable law. No cure or grace periods shall apply to transfers or assignment prohibited by this Agreement or to the enforcement of any provisions of this Agreement against a transferee or assignee who did not receive Licensor's consent.
  - 14.2. Sublicensing. In the event that Licensee intends to provide access to the Equipment to a customer or sublicensee, or installs Equipment owned by a customer or sublicensee, through lease, sublicense, or similar agreement, and notwithstanding the terms of any such leases, sublicenses, or agreements, Licensee shall remain fully liable under this Agreement and shall not be released from performing all terms, covenants, or conditions of this Agreement with respect to any leases, sublicenses, or similar agreements. Licensee shall require in any agreements with a customer or sublicensee that its customer or sublicensee agree to be subject to all terms, conditions, and obligations of this Agreement as they may relate to the customer's or sublicensee's use of the Equipment and that the customer or sublicensee shall further comply with all Applicable Laws. Notwithstanding any terms of any lease, sublicense, or agreement, Licensee (including its contractors and agents) will be the responsible party for all of the operation, repair, and maintenance of all Equipment licensed under this Agreement, and Licensee shall be solely responsible to Licensor for compliance with this Agreement and all applicable laws and permits. Licensee agrees that it shall provide to Licensor at Licensor's request any contractual agreements between

Licensee and any customer or sublicensee related to Licensee's installation of Equipment under this License for or on behalf of any such customer or sublicensee, as well as contact information for any customer or sublicensee that holds title to any Equipment subject to this Agreement. Licensee hereby acknowledges and understates that, if necessary, Licensor may take all necessary actions with respect to the Equipment to enforce the terms of this Agreement, even if legal title for such Equipment or SCF is not vested with Licensee. Notwithstanding any provisions of paragraph 12 to the contrary, Licensee shall defend, indemnify, and hold harmless Licensor against any and all claims by its sublicensee or customer for any damages to Equipment owned by sublicensee or customers of Licensee that may arise out of Licensor's actions to enforce the terms of this Agreement.

- 14.3. Notwithstanding anything to the contrary in this Section 14, this Agreement and/or any Site Supplement and/or Permit approved by the Licensor may be sold, assigned or transferred by Licensee, without advance notice to or the consent of Licensor, to (i) any entity in which Licensee holds a controlling or similar interest; (ii) any entity which holds a controlling equity or similar interest in Licensee; (iii) any entity under common control with Licensee; (iv) any other entity that is currently operating in the Town of Grand Lake and is in full compliance with all obligations to the Licensor; or (v) any entity which acquires all or substantially all of Licensee's assets in the market defined by the FCC in which the Municipal Facility is located by reason of a merger, acquisition or other business reorganization, provided that such acquiring entity has debt to equity and profitability ratios consistent with mature companies in business for five or more years in the same or similar business and agrees to comply with federal, state, and local laws, and Licensee and the new entity represent to Licensor that the new entity has not had a decision entered against the new entity for a material violation of a local permit. Licensee shall provide written notice to Licensor within thirty (30) days of Licensee completing a transaction with an entity as covered in subsections (i) through (iii) of this Paragraph and ninety (90) days written notice to the Licensor of a transaction covered in subsection (iv) and (v).

15. Default.

15.1. Default of Licensee.

- (a) Licensor shall provide Licensee with a detailed written notice of any violation of this Agreement, and a thirty (30) day period within which Licensee may: (a) demonstrate that a violation does not exist, (b) cure the alleged violation, or (c) if the nature of the alleged violation prevents correction thereof within thirty (30) days, to initiate a reasonable corrective action plan to correct such alleged violation, including a projected completion date, subject to Licensor's written approval, which approval will not be unreasonably withheld.
- (b) If Licensee fails to disprove or correct the violation within thirty (30) days or, in the case of a violation which cannot be corrected in thirty (30) days if Licensee has failed to initiate a reasonable corrective action plan and to correct the violation within the specified time frame, then Licensor may declare in writing that Licensee is in default.

15.2. Default of Licensor.

- (a) Licensee shall provide Licensor with a detailed written notice of any violation of this Agreement, and a thirty (30) day period within which Licensor may: (a) demonstrate that a violation does not exist, (b) cure the alleged violation, or (c) if the nature of the alleged violation prevents correction thereof within thirty (30) days, to initiate a reasonable corrective action plan to correct such alleged violation, including a projected completion date; provided, however, that such plan shall be subject to Licensee's written approval where Licensee's Equipment or operations will be affected by the corrective action, which approval will not be unreasonably withheld.
- (b) If Licensor fails to disprove or correct the violation within thirty (30) days or, in the case of a violation which cannot be corrected in thirty (30) days if Licensor has failed to initiate a reasonable corrective action plan and to correct the violation within the specified time frame, then Licensee may declare in writing that Licensor is in default.

16. Termination/Revocation. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such Default, the non-defaulting Party may terminate this Agreement if the Default affects all Site Supplements and the Agreement as a whole, or any Site Supplement subject to the Default, and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Law. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If Licensee undertakes any such performance on Licensor's behalf and Licensor does not pay Licensee the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due, Licensee may offset the full undisputed amount due against all fees due and owing to Licensor under this Agreement until the full undisputed amount is fully reimbursed to Licensee.

17. Bankruptcy. The Parties expressly agree and acknowledge that it is their intent that in the event Licensee shall become a debtor in any voluntary or involuntary bankruptcy proceeding under the United States Bankruptcy Code, 11 U.S.C. § 101, et seq. (the "Bankruptcy Code"), for the purposes of proceeding under the Bankruptcy Code, this Agreement shall be treated as an unexpired lease of nonresidential real property under Section 365 of the Bankruptcy Code, 11 U.S.C. § 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365 with the exception that Licensor waives any requirement for Licensee to assume or reject this Agreement earlier than prior to confirmation of a plan. Any person or entity to which Licensee's rights, duties and obligations under this Agreement are assigned pursuant to the provisions of the Bankruptcy Code, shall be deemed without further act to have assumed all of the obligations of Licensee arising under this Agreement both before and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Licensor an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be

paid to Licensor, shall be the exclusive property of Licensor, and shall not constitute property of Licensee or of the estate of Licensee within the meaning of the Bankruptcy Code. Any monies or other considerations constituting Licensor’s property under the preceding sentence not paid or delivered to Licensor shall be held in trust for the benefit of Licensor and be promptly paid to Licensor.

18. Surrender. Within ninety (90) days of the expiration of the Supplement Term of any Site Supplement, or upon the earlier termination thereof, Licensee shall remove all Equipment, at its sole expense, shall repair any damage to the Municipal Facilities or the ROW caused by such removal, and shall restore the Municipal Facilities to the condition in which they existed prior to the installation of the Equipment, reasonable wear and tear and loss by casualty or other causes beyond Licensee’s control excepted. For any removal or relocation of Equipment under this paragraph, Licensee must follow the procedures and requirements for obtaining ROW work permits under the Grand Lake Municipal Code. If Licensee fails to remove the Equipment as required by this Section, such Equipment shall be deemed abandoned as set forth in Paragraph 3.4 above.

- (a) Security. The Licensee shall provide security in the form of cash, a surety bond, or irrevocable letter of credit, the form of which shall be left to the discretion of the Town Manager. The amount of the security will generally be in an amount equal to one-hundred percent (100%) of the estimated cost of the removal of abandoned Equipment, and an additional ten percent (10%) of that amount to cover administrative costs required to ensure compliance with the requirements of this Agreement. At the conclusion of this Agreement, the security shall be released.

19. Notices. Any notice, request, demand, statement, or consent herein required or permitted to be given by either Party to the other hereunder, shall be in writing signed by or on behalf of the Party giving the notice and addressed to the other at the address as set forth below:

Licensee: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Licensor: Town of Grand Lake  
 Attn: Town Manager  
 P.O Box 99  
 1026 Park Avenue  
 Grand Lake, CO 80447-0099

With copy to: Krob Law Office, LLC  
 8400 E. Prentice Avenue, Penthouse  
 Greenwood Village, CO 80111

Each Party may by notice in writing change its address for the purpose of this Agreement, which address shall thereafter be used in place of the former address. Each notice, demand, request, or

communication which shall be mailed to any of the aforesaid shall be deemed sufficiently given, served, or sent for all purposes hereunder (i) two business days after it shall be mailed by United States certified mail, postage prepaid and return receipt requested, in any post office or branch post office regularly maintained by the United States Postal Service, (ii) upon personal delivery, or (iii) one business day after deposit with any recognized commercial air courier or express service. Any communication made by e-mail or similar method shall not constitute notice pursuant to this Agreement.

- 19.1. Emergency Contact. As set forth above, Licensee shall make certain that it has a designated contact person available 24/7 in the event of an emergency requiring Licensor to take immediate action. In such event, Licensee's contact is: **[add telephone number]**. The Licensee shall be obligated to maintain a current emergency contact number with the Licensor and notify the Licensor within 24 hours following any changes. Licensee understands and agrees that the requirement of maintaining updated contact information is a material term of this Agreement. Licensee agrees that its contact number must be staffed 24 hours every day of the week with a live answering service. Licensee shall keep such contact information updated with Licensor.
20. Miscellaneous.
  - 20.1. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties, and supersedes all negotiations, understandings or agreements. Any amendments to this Agreement must be in writing and executed by both Parties.
  - 20.2. Severability. If any provision of this Agreement is invalid or unenforceable with respect to any Party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
  - 20.3. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Colorado, and applicable federal Law. Venue for any dispute related to this Agreement shall be in the County of Grand, State of Colorado or in federal district court.
  - 20.4. Appropriation. To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of the Town, it shall be subject to annual appropriation pursuant to the Article X, Section 20 of the Colorado Constitution. The Town shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made.
  - 20.5. Governmental Immunity. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the notices, requirements, immunities, rights, benefits, protections, limitations of liability, and other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.* and under any other applicable law.

- 20.6. Authority to Execute. Any individual executing this Agreement on behalf of or as representative for a corporation or other person, partnership or entity, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such Party, and this Agreement is binding upon such Party in accordance with its terms. Licensor hereby designates, and authorizes, the Licensor's Director of the Department of Water & Power, or his or her or designee to execute all Site Supplements entered into under this Agreement. This designation and authorization may be changed by Licensor upon written notice to Licensee.
- 20.7. No Waiver. A Party shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of a Party upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions. Both Licensor and Licensee expressly reserve all rights they may have under law to the maximum extent possible, and neither Licensor nor Licensee shall be deemed to have waived any rights they may now have or may acquire in the future by entering into this Agreement.
- 20.8. Force Majeure. With respect to any provisions of this Agreement, the violation or non-compliance of any Term of this Agreement which could result in the imposition of a financial penalty, liquidated damages, forfeiture or other sanction upon a Party, such violation or non-compliance shall be excused where such violation or non-compliance is the result of acts of God, war, civil disturbance, strike or other labor unrest, or other events, the occurrence of which was not reasonably foreseeable by such Party and is beyond such Party's reasonable control.
- 20.9. Representations and Warranties. Each Party to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform its respective obligations hereunder and that such obligations shall be binding upon it without the requirement of the approval or consent of any other person or entity in connection herewith. Licensor makes no express or implied warranties and hereby disclaims any such warranties with regard to Licensor's poles, and Licensor makes no other express or implied warranties, except to the extent expressly and unambiguously set forth in this agreement. Licensor expressly disclaims any implied warranties of merchantability or fitness for a particular purpose.
- 20.10. No Third-Party Beneficiaries. This Agreement benefits only the Parties hereto and their successors and permitted assigns. There are no third-party beneficiaries.
- 20.11. Other ROW Users. The Parties understand and agree that Licensor permits other persons and entities to install utility facilities in the ROW. In permitting such work to be done by others, Licensor shall not be liable to Licensee for any damage caused by those persons or entities.
- 20.12. Public Disclosure. Licensee acknowledges that this Agreement is public record within the meaning of the Colorado Open Records Act § 24-72-202(6), C.R.S., and accordingly may be disclosed to the public.



## Exhibit A – Small Cell Facility Design Standards

1. **Non-Conforming Uses and Buildings.** SCF cannot be constructed on structures or buildings established as legal nonconforming.
2. **Sizes, Heights, and Quantities**
  - (a) A small-cell telecommunications facility in a Town street, right-of-way or electrical utility easement shall be exempt from the minimum setback requirements.
  - (b) Heights
    - i. The SCF shall not be more than ten feet higher (as measured from the ground to the top of the pole) than any existing utility or traffic signal within 600 feet of the pole or structure.
    - ii. Any such facility shall in no case be higher than forty (40) feet, unless such pole is already existing at a greater height.
    - iii. Any transmission equipment placed on an existing tower shall not extend more than ten (10) feet above such pole. Small cell facilities attached to an electric distribution alternative tower structure may be located at the minimum height necessary to provide the safety clearance required by the electric utility if applicable.
3. **Noise.** Noise generated on the site must not exceed the levels permitted by the Colorado Revised Statutes. A SCF owner or operator shall be permitted to exceed noise standards for a reasonable period of time during repairs, not to exceed two hours without prior authorization from the Town.
4. **Design, Spacing and Location Standards**
  - (a) Any stand-alone SCF shall not block windows or any building entrances. To the extent possible, poles shall be located at mid-blocks, away from intersections. All poles shall be located so as to ensure proper sight-distance lines.
  - (b) The pole design in the Town right-of-way shall match the color, aesthetics, spacing, and architectural characteristics of existing streetlights installed adjacent to the pole.
  - (c) Banner arms and luminaries are prohibited. A waiver of this prohibition may be granted upon a showing that an alternative design is technically infeasible.
  - (d) Wireless communications facilities and equipment should not be installed within the dripline of any tree.
  - (e) Pole caissons should be circular in nature and designed to minimize impact of adjacent and future utilities. Concrete must follow Colorado Department of Transportation (CDOT) Road & Bridge Specification for applicable mix design. All designs must be stamped and signed by a registered Professional Engineer in the State of Colorado.
  - (f) Spacing.

- i. No new freestanding SCF shall be within 1,000 feet of another freestanding SCF. These separation requirements do not apply to attachments made to existing alternative tower structures.
  - ii. The Town Manager director may exempt an applicant from these separation requirements if (1) the applicant demonstrates through technical network documentation that the minimum separation requirement cannot be satisfied for technical reasons, or (2) the director determines, when considering the surrounding topography; the nature of adjacent uses and nearby properties; and, the height of existing structures in the vicinity, that placement of a SCF at a distance less than 600 feet from another SCF will meet the intent of reducing visibility and visual clutter of small cell facilities to the extent possible.
- (g) Non-interference.
- i. The alternative tower structure shall comply with the Americans with Disabilities Act (ADA) and every other local, state, and federal law and regulations.
  - ii. The alternative tower structure shall not alter vehicular circulation or parking within the right-of-way or impede vehicular, bicycle, or pedestrian access or visibility along the right-of-way.
  - iii. No alternative tower structure may be located or maintained in a manner that causes unreasonable interference. Unreasonable interference means any use of the right-of-way that disrupts or interferes with its use by the county, the general public, or other person authorized to use or be present upon the right-of-way, when there exists an alternative that would result in less disruption or interference. Unreasonable interference includes any use of the right-of-way that disrupts vehicular or pedestrian traffic, any interference with public utilities, and any other activity that will present a hazard to public health, safety, or welfare of the public.
- (h) All SCF equipment and appurtenances shall be concealed.
- i. All SCF equipment and appurtenances shall be housed internally with regard to the pole or alternative tower structure which hosts the antennas.
  - ii. Electric metering structures and/or meters shall not be visible from the exterior of the pole or alternative tower structure which hosts the antennae where the pole or alternative tower structure is located. This requirement may be wholly or partially waived by the Town Manager where it is technically infeasible to place all or part of a meter internally.
  - iii. Ground Mounted Equipment shall be designed such that any ground mounted equipment shall be located in a manner necessary to address both public safety and aesthetic concerns in the reasonable discretion of the director. Ground mounted equipment shall be flush-to-grade and housed in an underground equipment vault, except where technically infeasible. Ground-based equipment may

be located within the rights-of-way on a case-by-case basis, accounting for impacts of such equipment within the right-of-way or the health, safety, and welfare of the public.

- (i) Ground level equipment and buildings and the tower base shall be screened. The standards for equipment and buildings are as follows:
  - i. The maximum floor area is 350 square feet and the maximum height is 12 feet.
  - ii. Equipment mounted on a roof shall have a finish similar to the exterior building walls. Equipment for roof mounted antenna may also be located within the building on which the antenna is mounted, subject to generally accepted engineering practices. Equipment, buildings, antennas, and related equipment shall occupy no more than 25 percent of the total roof area of a building
- (j) Residential Zones. Towers shall be set back from property lines a distance equal to 300 percent of tower height; provided, however, that a lesser setback may be permitted if the Town Manager determines that:
  - i. There are unusual geographical limitations that justify the reduced setback;
  - ii. The setback is not less than a distance equal to 100 percent of tower height; and
  - iii. The small cell facility support pole or tower is camouflaged or otherwise adapted to be compatible with the surrounding area.
- (k) All Other Zones. In all zones that are not residential zones, towers shall comply with the minimum setback requirements of the area in which they are located, except that if property in such non-residential zone is adjacent to property in the residential zone, a tower shall be setback a distance of no less than 110 percent of the tower height from the property line abutting such residential property.

5. **Co-location**

- (a) To minimize adverse visual impacts associated with the proliferation of towers, the Town encourages co-location of antennas by more than one carrier on existing towers or structures.

- (b) An existing tower or base station may be modified or reconstructed to accommodate the co-location of an additional antenna. Modification of an existing tower or base station that is not an eligible facility structure under section 14.44 to accommodate additional antennas shall be permitted in all zone districts, subject to the requirements of the zone district and the following criteria:
- i. An existing tower may be modified or rebuilt to a taller height, not to exceed twenty feet over the tower's existing height, to accommodate the co-location of an additional antenna. The tower as modified shall comply with the other provisions of this chapter
  - ii. A tower which is being modified to accommodate the co-location of an additional antenna may be moved to a different location on the same property within 50 feet of its existing location so long as it remains within the same zone district. After the tower is rebuilt to accommodate co-location, only one tower shall remain on the property.
  - iii. The tower, as modified, shall comply with the provisions of this chapter in all respects.
  - iv. The applicant for modification of a tower and co-location of an antenna shall follow the approval process as set forth in this title for the zone district in which the tower is located.
- (c) No SCF owner, operator, lessee, or any officer or employee thereof, shall act to exclude any SCF provider from using the same facility, building, structure or location. SCF owners or lessees or officers or employees thereof shall cooperate in good faith to achieve co-location of SCFs and equipment with other SCF providers. Upon request by the Town, the owner or operator shall provide evidence establishing why co-location is not reasonably feasible. The Town shall not attempt to affect fee negotiations between private parties concerning co-location. If a personal wireless services provider attempts to co-locate a facility on an existing or approved facility or location and the parties cannot reach agreement concerning the co-location, the Town may require a third party technical study at the expense of either or both parties to resolve the dispute.
- (d) Co-location on Existing Structures.
- i. A SCF proposed to be co-located on an existing structure shall not be required to submit a site development plan and shall be processed as a permitted use.
  - ii. If the existing structure has been previously approved as a permitted use, such SCF co-location shall be approved as a permitted use and no amendment of such use shall be required.
- (e) Co-location on New Towers.
- i. In order to reduce the number of towers needed in the Town in the future, every new tower shall be designed to accommodate antenna for more than one user, unless the applicant demonstrates why such design is not feasible for economic, technical, or physical reasons,

- or unless the Town Manager determines that a tower for only one user is more appropriate at a specified location.
- ii. Unless the Town Manager determines that co- location is not feasible, the site plan for every new tower shall delineate an area near the base of the tower to be used for the placement of additional equipment or buildings for other users. The site plan for towers in excess of 100 feet shall propose space for two or more other comparable tower users, while the site plan for towers under 100 feet shall propose space for one other comparable tower user.
  - iii. The Town may deny an application to construct a new tower if the applicant has not demonstrated a good faith effort to co-locate the antenna on an existing structure or tower.
- (f) Co-Location in All Zones. The applicant shall demonstrate that any new antenna cannot be reasonably co-located on an existing structure.
  - (g) Federal Requirements. All towers, SCF, and antennas shall meet or exceed current standards and regulations of the FAA, the FCC, and any other agency of the federal government with the authority to regulate towers, communications facilities, and antennas. If such standards and regulations are changed, then the owners of the towers, communications facilities, and antennas governed by this section shall bring such towers, communications facilities, and antennas into compliance with such revised standards and regulations within three months of the effective date of such standards and regulations, unless a more stringent compliance schedule is mandated by the controlling federal agency. Failure to bring towers, communications facilities, and antennas into compliance with such revised standards and regulations shall constitute grounds for the removal of the tower, SCF, or antenna at the owner's expense.