



## **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

**October 14, 2019 – Work Session 4:30** or immediately following the interviews  
Continuation 2020 Budget Discussion – Open to the Public

1. Introduce Town Manager Candidates: John Crone and Eric Osterberg
2. Creatives – DiAnn Butler Grand County
3. Law Enforcement – Grand County Sheriff Agreement
4. Employee Benefits
5. Gerald Hassoldt Comp Time Accrual and exempting from the Personnel Guidelines
6. Public Works Streets and Bridges
  - Capital Equipment Cost
  - Streetscape Contractor contract breakdown
7. Public Works Parks
  - Thomasson Park Improvements (Property must be owned to be eligible for GOCO grant)
8. Grand Lake Center
  - Leased Space Agreements (Massage Therapist, Artist)
9. Fees
  - Land Use
  - Community House
  - Board Room
  - Special Event Permits
  - Special Event Public Works (Staff, Cones, Barriers, Etc)
  - Special Event Law Enforcement/Protection
  - Nightly Rental License Fee and Application
  - Town Kayak Rental Slips

**October 14, 2019 – Town Manager Candidates Meet and Greet 7:00** or immediately following the Work Session

**October 14, 2019 – Regular Meeting 7:30** or immediately following the Meet and Greet

- A. Call to Order
- B. Pledge of Allegiance
- C. Announcements – Turn off cell phones and sign-in at the entrance
- D. Roll Call
- E. Conflicts of Interest
- F. Unscheduled Public Comments
- G. Delegation - Board of County Commissioners – Ballot Initiative 1A
- H. Approval of BOT Meeting Minutes – dated 7-11-2019
- I. Grand County Heart & Soul/Space to Create Agreement
- J. US Bank Credit Card System
- K. Resolution 10-2019 – Trade Bobcat Skid Steer for Toolcat
- L. Resolution 11-2019 – Health Insurance revision
- M. Planner – Resolution 12-2019 Lot Consolidation
- N. Planner – NV5 Contract Amendments
- O. Variance Request Application
- P. Consideration to accept Town Committee Bylaws
  - i. Cemetery Committee
  - ii. Grand Lake Center Task Force
  - iii. Design Committee
  - iv. Comp Plan Task Force
- Q. Letter of Intent to Purchase 600 Mary Drive in Grand Lake
- R. Special Event Permit – Halloween November 2
- S. Mayor's Report and Comment
- T. Adjourn

# INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT SERVICES Town of Grand Lake

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THIS INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT SERVICES (the "Agreement") is made and entered into the 1st day of January 2020, among the Town of Grand Lake, Colorado (the "Town"), a Colorado municipal corporation, the County of Grand, State of Colorado by and through its Board of County Commissioners ("County"), a body corporate and politic, and the Grand County Sheriff's Office ("Sheriff's Office"), (collectively, the "Parties").

## **Recitals:**

A. Colorado Revised Statutes § 29-1-203 permits governments to enter into cooperative agreements for the provision of services; and

B. Colorado Revised Statutes § 30-11-410 permits the governing body of a municipality and a board of county commissioners to contract for the purpose of providing law enforcement by the sheriff within the boundaries of the municipality.

C. The Town does not have its own municipal police force, and has determined that it is in the best interests of the Town and its inhabitants to contract with the Sheriff's Office to provide law enforcement services within the boundaries specified under the terms of this Agreement; and

D. The Town desires to enter into an agreement with the County whereby the County, through the Sheriff's Office, provides law enforcement services to the Town and its inhabitants; and

E. The Sheriff has determined that his Office has the resources to provide law enforcement services to the Town in exchange for the compensation to be provided by the Town under this Agreement, and upon the further terms and conditions contained herein.

**NOW, THEREFORE**, in consideration of their mutual rights and obligations as set forth below, the Parties AGREE AS FOLLOWS:

## **A. The Sheriff agrees to provide the following equipment and services to the Town:**

1. **Services.** The Sheriff agrees to provide the following equipment and services to the Town:
  - a. Ensure that staffing levels provide 24 hours a day, 7 days a week public safety services, excluding extraordinary circumstances as defined by the Sheriff.
  - b. Any investigative or specialized law enforcement services as deemed necessary on a case by case basis.
  - c. Assistance to implement a Noise Ordinance.
  - d. It is further agreed that the police services provided for herein include an occasional snowmobile patrol for the purposes of enforcing municipal snowmobile ordinances within the Town boundaries during snowmobile season.
  - e. The selection and maintenance of the vehicles which may be used from time to time to provide the services set forth in Paragraph 1 (a), (b), and (c) above. The vehicles shall be marked according to policy prescribed by the Grand County Sheriff.

- f. Insurance for the police vehicles that are titled to the County, as well as any expenses or charges for repair or replacement of vehicles to the extent such expenses or charges are not covered by such insurance.
  - g. The Sheriff's Office provides the services of the Sheriff's Evidence Section, Computer Support Group (SCS), Personnel & Training Unit, Bomb Squad, K9 Unit, SWAT Team, Internal Affairs Unit, Typing Pool, Records Section, Drug Task Force, and Detective Section, to the personnel assigned to the Town under this Agreement, at no additional cost to the Town. Town Deputies arrange for the transport of defendants from the Grand County Jail to the Town's Municipal Court, when applicable, at no additional cost to the Town.
- 2. **Extra Duty.** When needed and requested by the Grand Lake Town Manager, the Sheriff's Office will:
  - a. Ensure a deputy is assigned to perform the duties of bailiff for the Town Court. This position will be paid for by the Town on an extra-duty contract basis, the details of which shall be agreed upon by the Parties separately from this Agreement.
  - b. Provide extra-duty deputies to patrol the Town for special events as requested by the Grand Lake Town Manager (the "Town Manager").
  - c. Year 2020 the Town is requesting that the Sheriff compile a report itemizing hours worked by the deputies under this Paragraph 1.c as \$70 an hour or documented extra-duty rate for the position(s) required.
- 3. **Equipment.** The Sheriff's Office shall provide equipment, training, uniforms, vehicles, and other supplies for use of the Town Deputies, on the same basis such training and equipment is provided to the other deputies of the Sheriff's Office, and adequate to provide the services agreed to hereunder. The Sheriff's Office and Town will negotiate the budget, which sets forth the funding for these items and activities, on an annual basis before any renewal of this contract takes place.
- 4. **Records.** The Sheriff's Office maintains records relating to criminal complaints, arrests, and other official law enforcement actions taken by Sheriff's Office personnel under this Agreement in the Sheriff's Office records management system, and in accordance with applicable records retention policies. During and after termination of this Agreement, the Town shall have continued access to the Sheriff's Office records for all information pertaining to any entry made by the Sheriff's Office or its personnel on behalf of the Town under this Agreement, which access shall be granted at no charge and for legitimate Town law enforcement purposes.
- 5. **Uniforms.** All law enforcement personnel provided under the terms of this Agreement shall wear the uniform of the Sheriff's Office when assigned to the patrol function.
- 6. **Reporting.** The Sheriff's Office shall provide reports to the Town of law enforcement activity in the Town on a monthly basis or within any reasonable time period as requested by the Sheriff Department Liaison assigned by the Board of Trustees or Town Manager. These reports shall include written and/or reports for the Board's regular meeting on a quarterly basis, or less, as determined by the Liaison or Town Manager.
- 7. **Dispatch.** The Sheriff's Office shall provide law enforcement dispatching services to the Town at a rate determined through a negotiation process between the Town and the Sheriff's Office. This process shall determine the Town's share of payment for communications services using the same formula for determining payment for

communications services which is applied to other governmental entities that contract with the Grand County Communications Center for the applicable funding period. A variation of the formula may be used to determine this payment, if the Town and the Sheriff's Office agree to such variation.

8. **Town Codes.** Assigned Deputies are responsible for enforcing all Town codes and ordinances, including animal control ordinances, at no additional cost to the Town.
9. **Overtime and Extraordinary Investigations.** The Sheriff's Office will pay the overtime expenses that are in excess of the budgeted amount which may be incurred by result of their regular duty assignments.
10. **Vehicles and Maintenance.** The Sheriff's Office will provide maintenance services and parts for the vehicle(s) used by the Sheriff's Department. The Sheriff's Office will provide insurance for such vehicle(s) under Grand County's existing vehicle insurance policy. The Sheriff's Office and Town will annually negotiate the budget which sets forth the funding for these items and activities.
11. **Policies and Procedures.** The Sheriff's Office shall make available a copy of the Sheriff's Office's policies and procedures to the Town.
12. **Employment Benefits.** All Town Personnel shall remain Sheriff's Office employees at all times. The Sheriff shall continue to be responsible for administering all wages, withholdings, pension, workers compensation insurance, unemployment benefits, medical/dental/ life insurance, any and all benefit plans, and all other costs and expenses of such personnel.
13. **Officer Reserve Program.** A reserve officer (also known as an auxiliary officer), shall perform law enforcement duties in Town as managed by the sheriff's departments.

**B. Compensation for Sheriff's Services.**

1. **Proposed Budget.** During the term of this Agreement, the Sheriff's Office shall annually prepare and submit to the Town a proposed budget (the "Proposed Budget") for law enforcement and public safety services for the subsequent fiscal year, in accordance with the Town's budget preparation calendar. The Town will provide its budget preparation calendar for the subsequent fiscal year by July 1 of every year this Agreement is in effect. The Proposed Budget shall be the amount which the Town shall pay to the Sheriff's Office for services provided under this Agreement for the subsequent fiscal year, subject to supplemental appropriations as may be agreed upon by the Parties.
2. **Adopted Budget.** The Proposed Budget shall be approved and adopted by the Town, the Sheriff's Office, and the County (the "Adopted Budget"), prior to the beginning of the fiscal year for which the budget is to be in effect. Once the Adopted Budget is in effect, the Sheriff's Office shall invoice the Town as provided per B.4.
3. **Non-Approval of Budget.** If one or more of the Parties do not approve and adopt the Proposed Budget that Party or Parties shall provide written notice to all other Parties, in accordance with Paragraph 7. Any such notice of non-approval of the Proposed Budget shall also constitute a notice of termination under Paragraph G, and this Agreement shall terminate twelve (12) months after such notice of non-approval in accordance with Paragraph F.

4. **Invoices.** The County shall invoice the Town no later than the 15th day of each month by sending an invoice to the Town Manager at the address provided in Paragraph G. The Town shall pay the County based upon the annual cost of this Agreement, as set forth in the Adopted Budget, divided into monthly installments.
    - a. The Town shall pay the Sheriff's Office the entire amount invoiced within thirty (30) calendar days of the invoice date.
  5. **Vehicle Purchase and Maintenance Fee.** The Town agrees to include within the 2021 and every other year thereafter a reimbursement for a new vehicle equipped with emergency lights, sirens and mobile transceiver radios. The equipped vehicle shall be included in the Adopted Budget pursuant to Paragraph B.2, and will be included in the invoices as described in Paragraph B.4.
  6. **Continued Funding.** It is the intent of the Town to provide sufficient funding for law enforcement. The Town will continue to support services provided by the Sheriff's Office and review options to provide law enforcement within the Town operations.
  7. **Sheriff's Office's Obligations Contingent Upon Availability of Funding.** All obligations of the Sheriff's Office under this Agreement are expressly contingent upon funds being appropriated, budgeted, approved, or otherwise made available by the Town, Grand County, or other source, for purposes of carrying out this Agreement. To the extent that such funding is not made available, either in whole or in part, the Parties shall be released from any obligations under this Agreement for which such funding is required.
    - A. **Equipment, Goods, and Services to be Provided by the Town:** In the event the Sheriff's office is seeking a substation within Town facilities for law enforcement use the Sheriff will communicate with the Liaison or Town Manager any future proposals 12 months prior to planned re-location. A proposal may include:
      - a. Office furniture, telephones, utilities, general maintenance and upkeep, and janitorial services.
      - b. Computer hardware adequate to provide access to the Sheriff's computer network.
      - c. Installation of lines adequate for access to the Sheriff's computer network, and payment of monthly costs for these lines.
      - d. Commercial liability insurance adequate to cover liability associated with the substation premises.
- C. **Other Agreements Governing Sheriff's Provision of Law Enforcement Services to the Town:** The Parties agree that the following provisions apply to the provision of law enforcement services under this Agreement:
1. **Contract Intent.** The Town agrees to promote a united front in communicating public safety patrol frequency, bar checks and non-emergent squad activity. Any questions or concerns with operational issues from the Town shall be first discussed at the Town Board of Trustees regular meeting with consensus from the Board and forwarded to the Sheriff via Liaison or Town Manager. The Sheriff's personnel acting pursuant to this Agreement shall be entitled to exercise reasonable discretion to determine appropriate law enforcement response and priorities in the course of providing law enforcement services to the Town, and in so doing, shall at all times be subject to and guided by the mission and values statement and policies and procedures of the Sheriff's Office.

2. **Complaints.** Any complaints of violation of law or policy by the Deputies will be made in writing to the Sheriff, or the Sheriff's designee, by the Town or other complaining person and in compliance with the Sheriff's policy and procedure for complaint investigations. The Sheriff, or the Sheriff's designee, will inform the Town in writing when a complaint is received and will provide the nature of the complaint and the name of the deputy who is the subject of the complaint. Following completion of an investigation, the Sheriff, or designee, will notify the Town Manager of the final disposition regarding the complaint.
3. **Complaints Regarding Policies.** A Party that receives a complaint or request from a member of the public regarding the substance of policies of another Party related to the services provided under this Agreement shall provide the complaint or request in writing to the Party whose policy is at issue for processing under that Party's policy.
4. **Call Response/Other Jurisdictions.** The Town Deputies are responsible for call response and routine patrol inside the Town during their scheduled work hours. The Town Deputies will respond to other adjacent jurisdictions, including unincorporated Grand County, as needed in an emergency upon request of a Sheriff's supervisor. Routine Town staff communication shall be routed through Sheriff Dispatch at 970-725-3311, 24/7.
5. **Sheriff as Town Marshal.** The Sheriff shall be the Town Marshal and the Chief Executive Officer of the Town police force under this Agreement. The Sheriff shall be responsible for the supervision and operation of the force. For purposes of this Agreement, the Sheriff may delegate his responsibilities to other commanding officers within the Sheriff's Office, who may then act as his official representative to receive communication from the Town.
6. **Independent Contractor Relationship.** The Parties agree that the relationship of the Sheriff to the Town under this Agreement is that of an independent contractor. In this capacity, and for the sole purpose of providing the services under this Agreement, the Sheriff may be considered to be an agent of the Town; for all other purposes, however, the Sheriff and his deputies shall be considered to be officials or employees of Grand County and not employees of the Town. All other persons who are employed by or acting as agents of the Town shall be considered employees or agents of the Town and not of the Sheriff, and no person who is not a deputy of, employed by, or expressly commanded by the Sheriff in the course of providing law enforcement services, shall be considered to be an agent or employee of the Sheriff for any purpose.

For purposes of this paragraph the Town shall consider Grand County, which is the governmental entity financially responsible for the Sheriff, to be the same Party as the Sheriff. Nothing in this document shall be construed in any way to be a waiver by either Party of the protections to which the Parties and their officials and employees are entitled under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

7. **Governmental Immunity/Insurance.** Grand County, and the Sheriff's Office as part of Grand County, is a "public entity" within the meaning of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, and shall at all times during the terms of this Agreement maintain such liability insurance, by commercial policy of self-insurance, as is necessary to meet its liabilities under the Act. The County is authorized under C.R.S. § 24-10-115(2)(a), to self-insure. The insurance policy shall have minimum limits which match or exceed the maximum governmental liability limits set forth in C.R.S. § 24-10-114, as amended, and shall name Grand County as an additional insured. The Town further agrees to cooperate fully in the defense of all claims arising from incidents

where the Sheriff's Office, or any of the deputies' subject to this Agreement, was acting as Town Marshal and the Chief Executive Officer of the Town police force under this Agreement. Grand County agrees to cooperate with the legal counsel retained under the insurance policy for claims subject to this paragraph.

Each Party agrees to be responsible for its own negligent actions or omissions, and those of its officers, agents and employees, in the performance or failure to perform work under this Agreement. By agreeing to this provision, neither the County nor the Town waives or intends to waive, as to any person not a party to the Agreement, the limitations on liability which are provided to the County and the Town under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*,

8. **Proof of Insurance.** Grand County shall provide the Town with proof of self-insurance showing Grand County's coverage for comprehensive general liability, police professional liability, auto liability, and workers compensation, and will provide timely updates of any changes in the County's insurance program.

- D. **Effective Date, Term of Agreement:** This Agreement is effective January 1, 2020, and supersedes all prior Agreements. This Agreement shall remain in effect unless it is superseded by a new written agreement which is mutually acceptable to and signed by all Parties, or until it is terminated by any Party, in accordance with Paragraph D.

E. **Reduction of Town Personnel and Termination of Agreement:**

1. **Reduction of Town Personnel.** Any reduction by the Town of the budgeted full-time positions under Paragraph 1.a., of this Agreement shall not be effective until six (6) months after the Town has provided written notification of the planned reduction; however, if the full-time position(s) being reduced are vacant, the reduction may take effect on any date mutually agreed upon by the Parties. Overhead budget costs related to the reduced full-time position(s) will be recalculated and reduced in the Proposed Budget for the following year. Notice under this Paragraph 6.a shall be provided in accordance with Paragraph 7.
2. **Termination of Agreement.** This Agreement may be terminated by any Party for any reason, including but not limited to non-approval of the Proposed Budget. Such termination shall be effective after the terminating Party provides twelve (12) months written notice of termination (the "Notice Period") to all other Parties in accordance with Paragraph 7. Following notice of termination, the Parties shall comply with Paragraph 2.a for any portion of the Notice Period that is not covered by the then current Adopted Budget.
  - a. If the Agreement is terminated due to non-approval of the Proposed Budget under the terms of this Agreement and the prior year's Adopted Budget shall carry over and apply during all or part of the Notice Period, as applicable.
  - b. If this Agreement is terminated for any reason during a fiscal year, the Town will only be responsible for prorated costs for any portion of the Notice Period that lies within a new fiscal year.
  - c. All terms, rights, and obligations of all Parties under this Agreement shall remain in effect during the Notice Period.
  - d. Notices of termination shall be directed to the attention of the representative or representatives for the non-terminating Party in accordance with Paragraph 7.

- G. **Notice.** For purposes of this Agreement, notice shall be considered sufficient and effective as of the date of the postmark, if the notice is placed in the U.S. Mail, first-class certified mail with return receipt requested, or on the date of delivery, if the notice is hand-delivered, the following addresses:

| <b><u>For the Sheriff / County:</u></b> | <b>and</b> | <b><u>Board of County Commissioners</u></b> |
|---|------------|---|
| Grand County Sheriff's Office           |            | Grand County Courthouse                     |
| Attn: Brett Schroetlin                  |            | Attn: Katherine McIntire                    |
| PO Box 48; 670 Spring Street            |            | PO Box 264; 308 Byers Avenue                |
| Hot Sulphur Springs, Colorado 80451     |            | Hot Sulphur Springs, Colorado 80451         |

**For the Town:**  
Town of Grand Lake  
Attn: Town Manager  
Town Hall  
PO Box 99; 1026 Park Avenue  
Grand Lake, Colorado 80447

- H. **Amendment.** This Agreement may be amended by the Parties at any time during its term, provided that any such amendment is agreed to in writing and signed by the authorized representatives of the Parties.
- I. **Invalidity Provision.** Should any of the provisions of this Agreement be held to be invalid or unenforceable, then the balance of this Agreement shall be held to be in full force and effect as though the invalid portion was not included; provided, however, that should the invalidity or unenforceability go to the essence of the Agreement or be of a substantial nature, then the Party or Parties who would receive the benefit of the provision, were it not invalid or unenforceable, shall have the option to terminate this Agreement forthwith.
- J. **Governing Law.** This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Colorado.
- K. **No Third-Party Beneficiaries.** The enforcement of the terms and conditions of this Agreement and all rights of action relation to such enforcement shall be strictly reserved to the County and the Town, and nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this contract that any person receiving services or benefits under this contract shall be deemed an incidental beneficiary only.
- L. **Subject to Annual Appropriation.** Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

**[Signature Page to Follow]**



**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the date first written above.

**COUNTY OF GRAND,  
STATE OF COLORADO**

**ATTEST:** \_\_\_\_\_  
Clerk to the Board

\_\_\_\_\_  
, Chair  
Board of County Commissioners

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

APPROVED AS TO LEGAL FORM:

**SHERIFF OF GRAND COUNTY**

\_\_\_\_\_  
County Attorney

Brett Schroetlin

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

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

**TOWN OF GRAND LAKE,  
STATE OF COLORADO**

**ATTEST:** \_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Jim Peterson, Mayor

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

## TOWN OF GRAND LAKE EMPLOYEE BENEFITS

The following is a brief summary of the Town of Grand Lake standard benefits/compensation plan for full time employees.

### MEDICAL/DENTAL/LIFE/AD&D/VISION

Res-18-2000 Employees are 100% covered on the 1<sup>st</sup> of the month following date of hire (no waiting period/pre-existing conditions). All employees are required to enroll spouses/dependents in the Life/AD&D policy. The Town paid Dependent coverage for all plans is on a sliding scale based on years of service:

After 1 Year: 25%

After 3 Years: 50%

After 5 Years: 75%

After 7 Years: 98% (maximum)

**Medical:** The Town currently offers three separate medical plans through Colorado Employers Benefit Trust (CEBT): PPO 2, EPO 3, and HD2700. The HD plan is treated by the Town as a Health Reimbursement Plan.

**Dental:** The dental plan is through Delta Dental of Colorado.

**Life/AD&D:** Life is provided by The Hartford and CEBT and Accidental Death and Dismemberment are provided through CEBT. The policy limits are:

Employee Life: \$25,000 Hartford/\$20,000 CEBT

Spouse Life: \$5,000

Employee AD&D: \$20,000

Child Life: \$2,000

**Vision:** Vision is provided by CEBT. Vision coverage is pretty basic (i.e., minimal).

### FLEX BENEFIT/MEDICAL BENEFIT

Res-18-2000 The Town offers a flexible benefit (Flex) and health reimbursement arrangement (HRA) benefit plan for reimbursement of eligible out-of-pocket medical expenses (co-pays, deductibles, etc.) and child care. The Flex benefit is a use-it-or-lose-it with a carry-over until March 15; the HRA is a use-it-or-lose-it with no carry-over past the end of the plan year.

The Flex Benefit allows employees to have a self-determined amount deducted pre-tax from each paycheck up to a total maximum of \$2,700/year for medical expenses. This amount is determined by the employee during the open enrollment period. The employee may then submit a claim for reimbursement of eligible expenses, including spouse/dependent expenses even if the spouse/dependent is not enrolled in any of the insurance plans. The plan year runs from January 1 through March 15 of the following year and reimbursement may be claimed for any services received within that time frame. Reimbursement claims must be filed by March 31.

Amount  
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an approved doc

The Health Reimbursement Arrangement is a reimbursement plan that covers eligible medical expenses just like the Flex plan, except this benefit is Town paid, not a salary deduction. The amount of HRA benefit available to an employee and spouse/dependents is based on the CEBT plan selected by the employee and the amount of that particular plan's deductible. The base rate is \$800. Additional monies are based on a portion of the selected plan's deductible. The EPO 3 has no deductible and therefore the HRA for employees selecting the EPO plan is \$800. The PPO 2 has a \$600 deductible, \$250 is added to the \$800 for a total of \$1,050; HD2700 plan has a \$2,700 deductible with a HRA benefit amount of \$1,425.

## RETIREMENT

Personnel  
Guidelines  
Res-2-2011

The Town has a voluntary 457 (deferred compensation) retirement plan with ICMA-RC. The Town contributes 4% of the employee's salary with a minimum 1% employee contribution. Employee contributions over 4% are matched by the Town up to a maximum of 8%. In addition, employees may also elect to make after-tax contributions to a Roth IRA or pre-tax contributions to a traditional IRA. Employee IRA contributions are not matched by the Town.

## LONGEVITY

Res 2-2011  
References #5  
but no resolution

Longevity is an incentive program offered by the Town and is based on \$5/month for each year of service, payable annually on or after the employee's date of hire anniversary. For example, after one year of service, the employee will have earned \$60 in longevity, after two years \$120, etc.

Longevity is requested through the front office of Town Hall and is disbursed as gross pay, net of all applicable tax deductions.

## MEMBERSHIPS

The Town pays all job-related professional memberships.

**Town of Grand Lake**

Renewal and Optional Monthly Rates Effective January 01, 2020

Current Plans: PPO2; EPO3; HD2700; Dental A; Vision B; Life A; Dep Life A

Current Network: Rocky Mountain

Life Coverage: \$20k Base, \$77k Base Twn Mngr

|           |  |         | EE<br>Only               | EE<br>+Spouse  | EE<br>+ Child  | EE<br>+Children   | EE<br>+Family   | Percent<br>change |
|-----------|--|---------|--------------------------|--|----------------|---|---|-------------------|
| Keep-->   | <b>Medical (PPO 2)</b><br>(\$600 deductible)       | current | \$943                    | \$1,885  | \$1,746        | \$1,746   | \$2,265   |                   |
|           |  | renewal | <b>\$985x12=\$11,820</b> | <b>\$1,970</b>   | <b>\$1,825</b> | <b>\$1,825</b>  | <b>\$2,367</b>  | 4.50%             |
|           |  |         |                          |  |                |   |   |                   |
|           | <b>Medical (PPO 3)</b><br>(\$1,000 deductible)     | current | \$794                    | \$1,618  | \$1,497        | \$1,497   | \$1,943   | 4.50%             |
|           |  | renewal | <b>\$830</b>             | <b>\$1,691</b>   | <b>\$1,564</b> | <b>\$1,564</b>  | <b>\$2,030</b>  |                   |
|           |  |         |                          |  |                |   |   |                   |
|           | <b>Medical (PPO 4)</b><br>(\$1,500 deductible)     | current | \$706                    | \$1,439  | \$1,331        | \$1,331   | \$1,729   | 4.50%             |
|           |  | renewal | <b>\$738</b>             | <b>\$1,504</b>   | <b>\$1,391</b> | <b>\$1,391</b>  | <b>\$1,807</b>  |                   |
|           |  |         |                          |  |                |   |   |                   |
| Add-->    | <b>Medical (PPO 5)</b><br>(\$2,500 deductible)     | current | \$654                    | \$1,331  | \$1,232        | \$1,232   | \$1,600   |                   |
|           |  | renewal | <b>\$683</b>             | <b>\$1,391x12=\$16,692</b><br><b>Town = \$11,820</b><br><b>Employee = \$4872</b> | <b>\$1,287</b> | <b>\$1,287</b>  | <b>\$1,672x12=\$20,064</b><br><b>Town = \$11,820</b><br><b>Employee = \$8,244</b> | 4.50%             |
|           |  |         |                          |  |                |   |   |                   |
|           | <b>Medical (PPO 6)</b><br>(\$3,000 deductible)     | current | \$601                    | \$1,226  | \$1,133        | \$1,133   | \$1,471   | 4.50%             |
|           |  | renewal | <b>\$628</b>             | <b>\$1,281</b>   | <b>\$1,184</b> | <b>\$1,184</b>  | <b>\$1,537</b>  |                   |
|           |  |         |                          |  |                |   |   |                   |
| Add-->    | <b>Medical (PPO 7)</b><br>(\$4,000 deductible)     | current | \$553                    | \$1,127  | \$1,042        | \$1,042   | \$1,355   |                   |
|           |  | renewal | <b>\$578</b>             | <b>\$1,178</b>   | <b>\$1,089</b> | <b>\$1,089x12=\$13,068</b><br><b>Town = \$11,820</b><br><b>Employee = \$1,248</b> | <b>\$1,416</b>  | 4.50%             |
|           |  |         |                          |  |                |   |   |                   |
|           | <b>Medical (PPO8)</b><br>(\$5,000 deductible)      | current | \$525                    | \$1,071  | \$990          | \$990   | \$1,287   | 4.50%             |
|           |  | renewal | <b>\$549</b>             | <b>\$1,119</b>   | <b>\$1,035</b> | <b>\$1,035</b>  | <b>\$1,345</b>  |                   |
|           |  |         |                          |  |                |   |   |                   |
| Remove--> | <b>Medical (EPO 3)</b><br>(\$1,000 hospital copay) | current | \$820                    | \$1,668  | \$1,624        | \$1,624   | \$2,085   | 4.50%             |
|           |  | renewal | <b>\$857</b>             | <b>\$1,743</b>   | <b>\$1,697</b> | <b>\$1,697</b>  | <b>\$2,179</b>  |                   |
|           |  |         |                          |  |                |   |   |                   |
|           | <b>Medical (EPO 4)</b><br>(\$1,500 hospital copay) | current | \$732                    | \$1,492  | \$1,453        | \$1,453   | \$1,865   | 4.50%             |
|           |  | renewal | <b>\$765</b>             | <b>\$1,559</b>   | <b>\$1,518</b> | <b>\$1,518</b>  | <b>\$1,949</b>  |                   |
|           |  |         |                          |  |                |   |   |                   |
|           | <b>Medical (EPO 5)</b><br>(\$2,500 hospital copay) | current | \$696                    | \$1,416  | \$1,379        | \$1,379   | \$1,771   | 4.50%             |
|           |  | renewal | <b>\$727</b>             | <b>\$1,480</b>   | <b>\$1,441</b> | <b>\$1,441</b>  | <b>\$1,851</b>  |                   |
|           |  |         |                          |  |                |   |   |                   |
| Remove--> | <b>Medical (HD2800)</b><br>(\$2,800 deductible)    | current | \$676                    | \$1,380  | \$1,275        | \$1,275   | \$1,657   | 4.50%             |
|           |  | renewal | <b>\$706</b>             | <b>\$1,442</b>   | <b>\$1,332</b> | <b>\$1,332</b>  | <b>\$1,732</b>  |                   |
|           |  |         |                          |  |                |   |   |                   |
|           | <b>Medical (HD3500)</b><br>(\$3,500 deductible)    | current | \$622                    | \$1,270  | \$1,173        | \$1,173   | \$1,524   | 4.50%             |
|           |  | renewal | <b>\$650</b>             | <b>\$1,327</b>   | <b>\$1,226</b> | <b>\$1,226</b>  | <b>\$1,593</b>  |                   |
|           |  |         |                          |  |                |   |   |                   |
|           | <b>Medical (HD5000)</b><br>(\$5,000 deductible)    | current | \$562                    | \$1,146  | \$1,060        | \$1,060   | \$1,378   | 4.50%             |
|           |  | renewal | <b>\$587</b>             | <b>\$1,198</b>   | <b>\$1,108</b> | <b>\$1,108</b>  | <b>\$1,440</b>  |                   |
|           |  |         |                          |  |                |   |   |                   |
|           | <b>Medical (HRP)</b>                               | current | \$275                    |  |                |   |   |                   |
|           |  | renewal | <b>\$275</b>             |  |                |   |   |                   |

|    | A             | B            | C             | D              | E                | F              | G                  | H                 | I            | J             |
|----|---------------|--------------|---------------|----------------|------------------|----------------|--------------------|-------------------|--------------|---------------|
| 1  |               |              |               |                |                  |                |                    |                   |              |               |
| 4  | Position      | Town Manager | Treasurer     | PW-Director    | Water Lead       | Marina Captain | Water Assist       | Town Clerk        | Planner      | GLC-Oper      |
| 5  | Name          | Candidate?   | Erin Ackerman | Keith Everhart | David A. Johnson | Jon T. Hall    | Gerald F. Hassoldt | Jennifer Thompson | Nate Shull   | Crystal Myers |
| 6  | Empl #        | 121          | 117           | 120            | 162              |                | 123                | 150               | 138          | 213           |
| 7  | DOH           | 10/25/2019   | 5/15/2013     | 8/1/2019       | 4/24/1995        | 4/1/2016       | 11/21/2005         | 4/16/2019         | 3/16/2017    | 6/25/2019?    |
| 11 | FICA          | \$ 5,890     | \$ 3,282      | \$ 4,340       | \$ 4,572         | \$ 1,961       | \$ 3,641           | \$ 3,100          | \$ 3,081     | \$ 2,326      |
| 12 | Med           | \$ 1,378     | \$ 767        | \$ 1,015       | \$ 1,069         | \$ 459         | \$ 852             | \$ 725            | \$ 720       | \$ 544        |
| 13 | Unempl        | \$ 285       | \$ 159        | \$ 210         | \$ 221           | \$ 95          | \$ 176             | \$ 150            | \$ 149       | \$ 113        |
| 14 | WorkersComp   | \$ 107       | \$ 62         | \$ 2,347       | \$ 2,662         | \$ 1,224       | \$ 2,182           | \$ 59             | \$ 58        | \$ 44         |
| 15 | Mandatory Exp | \$ 7,660     | \$ 4,270      | \$ 7,911       | \$ 8,524         | \$ 3,739       | \$ 6,851           | \$ 4,034          | \$ 4,008     | \$ 3,026      |
| 16 | CEBT Health   | \$ 985       | \$ 985        | \$ 985         | \$ 985           |                | \$ 985             | \$ 985            | \$ 820       | \$ 985        |
| 17 | Dependents    |              |               |                |                  |                |                    |                   |              |               |
| 18 | Dental        | \$ 42        | \$ 108        | \$ 42          | \$ 42            |                | \$ 42              | \$ 42             | \$ 42        | \$ 42         |
| 19 | Vision        | \$ 10        | \$ 10         | \$ 10          | \$ 10            |                | \$ 10              | \$ 10             | \$ 10        | \$ 10         |
| 20 | Life          | \$ 3         | \$ 4          | \$ 3           | \$ 3             |                | \$ 3               | \$ 3              | \$ 3         | \$ 3          |
| 21 | Monthly       | \$ 1,040     | \$ 1,107      | \$ 1,040       | \$ 1,040         | \$ -           | \$ 1,040           | \$ 1,040          | \$ 875       | \$ 1,040      |
| 22 | CEBT Annual   | \$ 12,477.60 | \$ 13,284.00  | \$ 12,477.60   | \$ 12,477.60     | \$ -           | \$ 12,477.60       | \$ 12,477.60      | \$ 10,497.60 | \$ 12,477.60  |
| 23 | HRA           | \$ 1,050.00  | \$ 1,050.00   | \$ 1,050.00    | \$ 1,050.00      |                | \$ 1,050.00        | \$ 1,050.00       | \$ 800.00    | \$ 1,050.00   |
| 24 | Life Ins      | \$ 175.00    | \$ 175.00     | \$ 175.00      | \$ 175.00        |                | \$ 162.00          | \$ 175.00         | \$ 175.00    | \$ 175.00     |
| 25 | Retirement 4% | \$ 3,800     | \$ 2,117      | \$ 2,800       | \$ 2,949         | \$ -           | \$ 2,349           | \$ 2,000          | \$ 1,988     | \$ 1,500      |
| 26 | Uniform Allow |              |               | \$ 450.00      | \$ 450.00        |                | \$ 450.00          |                   |              |               |
| 27 | Longevity     | \$ 60.00     | \$ 60.00      | \$ 60.00       | \$ 60.00         |                | \$ 60.00           | \$ 60.00          | \$ 60.00     | \$ 60.00      |
| 29 | Vol-Benefits  | \$ 17,563    | \$ 16,686     | \$ 17,012      | \$ 17,162        | \$ -           | \$ 16,549          | \$ 15,763         | \$ 13,520    | \$ 15,263     |

|    | A             | K             | L        | M             | N              | O               | P                | Q            | R                | S               |
|----|---------------|---------------|----------|---------------|----------------|-----------------|------------------|--------------|------------------|-----------------|
| 1  | Position      | GLC-Market    | Code-Enf | Bookkeeper    | PW-Oper        | PW-Oper         | PW-Oper          | PW-Oper      | Front Desk       | Marina Seasonal |
| 4  | Name          | Katie Hearsum | Vacant   | Rita M. Snock | Randy J. Lewis | Tracy S. Temple | Patrick Anderson | Mike Palermo | Saundra Lunsford | NA              |
| 5  | Empl #        |               | 136      | 135           | 124            | 133             | 137              | 129          |                  |                 |
| 7  | DOH           | 6/15/2019     |          | 6/1/2016      | 8/6/1996       | 1/16/2017       | 3/5/2019         | 9/30/2019    | 6/15/2017        |                 |
| 11 | FICA          | \$ 2,031      | \$ 2,602 | \$ 2,698      | \$ 3,225       | \$ 2,695        | \$ 2,728         | \$ 2,604     | \$ 1,644         | \$ 4,604        |
| 12 | Med           | \$ 475        | \$ 608   | \$ 631        | \$ 754         | \$ 630          | \$ 638           | \$ 609       | \$ 385           | \$ 1,077        |
| 13 | Unempl        | \$ 98         | \$ 126   | \$ 131        | \$ 156         | \$ 130          | \$ 132           | \$ 126       | \$ 80            | \$ 223          |
| 14 | WorkersComp   | \$ 20         | \$ 695   | \$ 51         | \$ 2,321       | \$ 1,569        | \$ 2,022         | \$ 1,648     | \$ 24            | \$ 2,446        |
| 15 | Mandatory Exp | \$ 2,624      | \$ 4,031 | \$ 3,511      | \$ 6,456       | \$ 5,025        | \$ 5,520         | \$ 4,987     | \$ 2,132         | \$ 8,349        |
| 16 | CEBT Health   | \$ 985        |          | \$ 985        | \$ 985         | \$ 985          | \$ 985           | \$ 985       |                  |                 |
| 17 | Dependents    |               |          |               | \$ 965         |                 | \$ 220           |              |                  |                 |
| 18 | Dental        | \$ 42         |          | \$ 42         | \$ 86          | \$ 42           | \$ 59            | \$ 42        |                  |                 |
| 19 | Vision        | \$ 10         |          | \$ 10         | \$ 14          | \$ 10           | \$ 11            | \$ 10        |                  |                 |
| 20 | Life          | \$ 3          |          | \$ 1          | \$ 4           | \$ 4            | \$ 4             | \$ 3         |                  |                 |
| 21 | Monthly       | \$ 1,040      | \$ -     | \$ 53         | \$ 2,054       | \$ 1,041        | \$ 1,279         | \$ 1,040     | \$ -             | \$ -            |
| 22 | CEBT Annual   | \$ 12,477.60  | \$ -     | \$ 636.00     | \$ 24,648.00   | \$ 12,492.00    | \$ 15,348.00     | \$ 12,477.60 | \$ -             | \$ -            |
| 23 | HRA           | \$ 1,050.00   |          | \$ -          | \$ 1,050.00    | \$ 1,050.00     | \$ 1,050.00      | \$ 1,050.00  |                  |                 |
| 24 | Life Ins      | \$ 175.00     |          | \$ 154.00     | \$ 175.00      | \$ 175.00       | \$ 175.00        | \$ 175.00    |                  |                 |
| 25 | Retirement 4% | \$ 1,310      | \$ -     | \$ 1,741      | \$ 2,080       | \$ 1,739        | \$ 1,760         | \$ 1,680     | \$ -             | \$ -            |
| 26 | Uniform Allow |               |          |               | \$ 450.00      | \$ 450.00       | \$ 450.00        | \$ 450.00    |                  |                 |
| 27 | Longevity     | \$ 60.00      |          | \$ 60.00      | \$ 60.00       | \$ 60.00        | \$ 60.00         | \$ 60.00     |                  |                 |
| 29 | Vol-Benefits  | \$ 15,073     | \$ -     | \$ 2,591      | \$ 28,463      | \$ 15,966       | \$ 18,843        | \$ 15,893    | \$ -             | \$ -            |

**TOWN OF GRAND LAKE**

**RESOLUTION NO. 18-2000**

**A RESOLUTION AMENDING THE TOWN OF GRAND LAKE'S  
PERSONNEL POLICIES**

WHEREAS the Town of Grand Lake is committed to providing fair and equitable treatment of all Town personnel; and ,

WHEREAS the Town wishes to encourage long-term employment and superior performance; and,

WHEREAS the Town, through its personnel policies, desires to explicitly delineate the duties, responsibilities, authority and privileges of being a Grand Lake employee; and,

WHEREAS the Town reaffirms its overall objectives of:

continuing its management flexibility to respond to the Town's ever-changing needs;

maintaining an open and cooperative relation with the employees;

continuing to serve the needs of the residents and taxpayers of Grand Lake.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE  
TOWN OF GRAND LAKE, COLORADO:

THAT the personnel policies adopted by Resolution 9-1987 are hereby amended as attached to this Resolution; and,

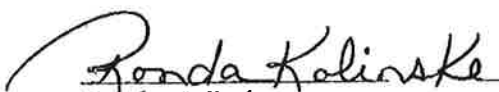
THAT the Town Manager is hereby directed to make a copy of these policies available to all employees.

DULY MOVED, SECONDED AND ADOPTED BY THE BOARD OF TRUSTEES OF  
THE TOWN OF GRAND LAKE, COLORADO THIS 11TH DAY OF DECEMBER, 2000.

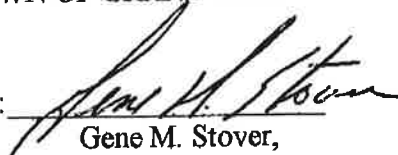
|                  |   |
|------------------|---|
| Votes approving: | 7 |
| Votes Opposed:   | 0 |
| Absent:          | 0 |
| Abstained:       | 0 |

ATTEST:

TOWN OF GRAND LAKE

  
Ronda Kolinske,  
Town Clerk

BY:

  
Gene M. Stover,  
Mayor

PERSONNEL POLICIES  
TOWN OF GRAND LAKE

PART II - - DEFINITIONS

g) Deferred Compensation - -

*Retirement Trust - 457 plan -- a program offered by the Town allowing the employee to voluntarily set aside a portion of current year income through payroll deduction for a retirement trust - 457 plan. At the time of adoption of these policies, the IRS had determined that the salary so deducted is not subject to current year federal and state income taxation.*

*Flex Spending Benefit Plan - - a program offered by the Town allowing the employee to voluntarily set aside a portion of current year income through payroll deduction for a flex spending benefit plan (a pre-tax medical savings program). At the time of adoption of these policies, the IRS had determined that the salary so deducted is not subject to current year federal and state income taxation.*

PART VI - - PAY POLICY

d) Payroll Deductions

Payroll deductions authorized are:

Withholding taxes

FICA

Group Health, Dental and Vision Insurance for dependents

ICMA Retirement Corp. - - deferred compensation

*Flex Spending Benefit Plan - - deferred compensation*

PART VIII - - FRINGE BENEFITS

a) Employee Insurance

All regular full-time employees are covered under the Town's benefit insurance programs at no expense to the employee. *All regular part-time employees are covered under the Town's partial benefit insurance programs.* Insurance benefits offered are: life; health; vision; and dental. Employees may elect to have their spouses and children covered by the Town's benefit insurance policies. ~~at the employee's expense.~~ *The benefit pays 25% of dependent premiums after one year of employment, 50% after three years, 75% after five years and 98% after seven years of employment.*



Medical Benefit Allowance - - All regular full-time employees are credited with a medical reimbursement amount determined periodically by the Board of Trustees per plan year for medical expenses not covered by insurance (e.g. copayments, deductibles, non-covered medical, dental and/or vision expenses. All regular part-time employees are credited with a medical reimbursement amount determined periodically by the Board of Trustees per plan year.

b) Deferred Compensation Program

All regular employees are eligible to participate in a deferred compensation program authorized by the Board for a retirement trust - 457 plan.

All regular employees are eligible to participate in a deferred compensation program authorized by the Board for a flex spending benefit plan.



TOWN OF  
GRAND LAKE

---

3/31/19

Erin Ackerman  
Town Treasurer

March 18, 2019

In January 2019, Dave Johnson, Water Superintendent, went out on a Worker's Comp Claim due an injury sustained at work during a water break repair. Consequently, neither he nor Jerry Hassoldt from the water department were able to take vacation for a period of six weeks.

I spoke with Employers Council, formerly, Mountain States Employers Council, regarding this matter. Subsequently, on the second pay period check for March 2019, please pay down each of their vacation hours to assure that their accrual levels are each set at 150 hours, ten hours below our maximum accrual level. This is a one-time application of this procedure due to this extenuating circumstance. Following that, it will return to being their individual responsibility to take appropriate time off to keep their accumulated hours under the maximum accrual levels, or risk losing hours. This is expected of all our employees.

For historical reference, I am enclosing a summary of water department leave reports dating back to January 2017, then quarterly through March 15, 2019.

Sincerely,

Jim White  
Town Manager

Cc: Personnel File  
Dave Johnson  
Jerry Hassoldt

P.O. BOX 99, GRAND LAKE, COLORADO 80447-0099  
PH. 970/627-3435  
FAX 970/627-9290  
E-MAIL [town@townofgrandlake.com](mailto:town@townofgrandlake.com)

TOWN OF GRAND LAKE CAPITAL IMPROVEMENT PLAN

|                |  | 2018        | 2019      | 2020      | 2021      | 2022      | 2023      | 2024        | 2025-2029 | 10Year+   | Dream                           | Notes                           |
|----------------|--|-------------|-----------|-----------|-----------|-----------|-----------|-------------|-----------|-----------|---------------------------------|---------------------------------|
|                | General Fund                             | \$1,628,819 | \$342,295 | \$901,141 | \$896,750 | \$447,500 | \$422,000 | \$1,132,000 | \$774,250 | \$512,875 | \$3,000,000 PER YEAR FUND TOTAL |                                 |
| 10-410         | Cemetery                                 |             |           |           |           |           |           |             |           |           |                                 |                                 |
| 10-412         | Planning Comm/Board of Adjustments       |             |           |           |           |           |           |             |           |           |                                 |                                 |
|                | Comp Plan                                |             |           | \$50,000  |           | \$50,000  |           |             |           |           |                                 |                                 |
|                | Third Party Planning & Services RG&Assoc |             |           |           | \$10,000  |           |           |             |           |           |                                 |                                 |
| 10-413         | Board of Trustee                         |             |           |           |           |           |           |             |           |           |                                 |                                 |
|                | Board Room Chairs                        |             |           |           | \$10,000  |           |           |             |           |           |                                 |                                 |
| 10-415/815/915 | Administration                           |             |           |           |           |           |           |             |           |           |                                 |                                 |
|                | Admin Vehicle                            |             | \$25,000  |           |           |           |           |             |           |           |                                 | Replace Subaru                  |
|                | Nightly/STR Annual Maint                 |             |           | \$9,350   | \$12,500  | \$12,500  | \$12,500  | \$12,500    |           |           |                                 |                                 |
|                | Metal Stair Tread-Town Hall Ent          |             |           | \$12,000  |           |           |           |             |           |           |                                 |                                 |
|                | Interior Office Door Replacement         |             |           |           | \$2,500   |           |           |             |           |           |                                 |                                 |
|                | Accounting Software/Updates              |             |           |           |           | \$15,000  |           |             |           |           |                                 |                                 |
|                | Facility Networking/Cloud Migration      |             |           | \$25,000  |           |           |           |             |           |           |                                 |                                 |
|                | Website Provider                         |             |           |           | \$25,000  |           |           |             |           |           |                                 |                                 |
| 10-421         | Public Safety                            |             |           |           |           |           |           |             |           |           |                                 |                                 |
|                | Police Vehicle/Grand Co                  |             | \$45,000  |           | \$45,000  | \$7,500   | \$45,000  | \$7,500     |           |           |                                 | Co                              |
|                | Wayfinding Signage                       | \$23,650    |           | \$1,500   | \$7,500   | \$7,500   |           | \$7,500     |           |           |                                 |                                 |
|                | Variable/Speed Limit                     |             |           |           |           |           |           | \$17,500    |           |           |                                 |                                 |
| 10-431/831/931 | PW (Streets/Pedestrian/Bridges?)         |             |           |           |           |           |           |             |           |           |                                 |                                 |
|                | Bridge Work/Staining                     |             | \$18,000  |           | \$18,000  |           |           | \$18,000    |           |           |                                 | 4 Yr. Cycle/Next 2023/\$20K     |
|                | Pavement Maintenance                     |             |           | \$325,000 | \$200,000 |           |           |             |           |           |                                 |                                 |
|                | Backhoe/50%                              |             |           |           | \$64,000  |           |           |             |           |           |                                 |                                 |
|                | Tool Boxes                               |             |           | \$2,500   |           |           |           |             |           |           |                                 |                                 |
|                | Ryland Snow Plow                         |             |           | \$18,675  |           |           |           |             |           |           |                                 |                                 |
|                | Case Wheel Loader                        |             |           | \$248,566 |           |           |           |             |           |           |                                 |                                 |
|                | Public Works Pickup Truck                |             | \$28,000  |           | \$28,000  |           |           | \$28,000    |           |           |                                 |                                 |
|                | Bobcat Toolcat                           | \$28,000    |           |           |           |           |           |             |           |           |                                 |                                 |
|                | West Portal Bridge                       |             | \$34,295  |           |           |           |           |             |           |           |                                 |                                 |
|                | Bobcat/Grader/LP Debt Payments           | \$1,341,169 |           |           |           |           |           |             |           |           |                                 |                                 |
|                | Truck/V-box/Plow                         | \$75,000    |           | \$56,000  | \$56,000  | \$56,000  |           |             |           |           |                                 | Off Site Bridge Rehabilitation  |
|                | Public Works Facility                    | \$55,000    |           | \$5,000   |           |           |           |             |           |           |                                 | Lease Purchase (LP)             |
|                | Self-Propelled Striping System           |             |           |           |           |           |           | \$1,000,000 |           |           |                                 | Expansion for Equipment Storage |
|                | Single Axle Dump Truck with Plow/Sander  |             | \$62,000  | \$55,000  | \$22,800  |           |           |             |           |           |                                 |                                 |
|                | Trailer Mounted Power Washer             |             |           | \$55,000  |           |           |           |             |           |           |                                 |                                 |
|                | Self Leveling Laser Level                |             |           | \$1,000   | \$12,000  |           |           |             |           |           |                                 |                                 |

Created: 11/18/2015  
Revised: 9/12/2019

C:\Users\glmanager\Documents\Katie\Town Capital Improvement Plan\_DRAFT

Created: 11/18/2015  
Revised: 9/12/2019

C:\Users\glmanager\Documents\Documents\Town Capital Improvement Plan\_DRAFT

|  | Item | Description                               | Unit | Estimated Quantity | Unit Price | Total Amount | Total            |
|--|------|---|------|--------------------|------------|--------------|------------------|
|  | 1    | Mobilization                              | LS   | 1                  | 25,708.15  | 25,708.15    |                  |
|  | 2    | Storm Sewer Piping                        |      |                    |            |              |                  |
|  | A    | 18" Corrugated HOPE Culvert               | LF   | 1,045              | 101.76     | 106,343.38   |                  |
|  | 8    | 24" Corrugated HOPE Culvert               | LF   | 605                | 115.33     | 69,775.86    |                  |
|  | C    | 30" Corrugated HOPE Culvert               | LF   | 360                | 173.68     | 62,524.08    |                  |
|  | D    | 36" Corrugated HOPE Culvert               | LF   | 176                | 203.53     | 35,821.28    |                  |
|  | E    | 42" Corrugated HOPE Culvert               | LF   | 125                | 226.59     | 28,323.75    |                  |
|  | 3    | Drop Inlet                                | EA   | 16                 | 9,497.94   | 151,967.04   |                  |
|  | 4    | Storm System 48" Manholes                 | EA   | 6                  | 10,854.83  | 65,128.98    |                  |
|  | 5    | Storm System 60" Manholes                 | EA   | 1                  | 11,805.00  | 11,805.00    |                  |
|  | 6    | Water Line/Services                       |      |                    |            |              |                  |
|  | A    | 8" CL52 DIP                               | LF   | 562                | 112.834    | 63,412.71    |                  |
|  | 8    | 8" Gate Valve                             | EA   | 2                  | 2,670.00   | 5,340.00     |                  |
|  | C    | 6"x8" Reducer                             | EA   | 2                  | 288.00     | 576.00       |                  |
|  | D    | 6" Tapping Saddle                         | EA   | 2                  | 6,600.00   | 13,200.00    |                  |
|  | E    | 3/4" Corporation Stop                     | EA   | 13                 | 960.00     | 12,480.00    |                  |
|  | F    | 1" Corporation Stop                       | EA   | 1                  | 3,600.00   | 3,600.00     |                  |
|  | G    | 3/4" Curb Stop Assembly (box, valve, etc) | EA   | 13                 | 960.00     | 12,480.00    |                  |
|  | H    | 1" Curb Stop Assembly (box, valve, etc)   | EA   | 1                  | 960.00     | 960.00       |                  |
|  | I    | 3/4" Copper Service Line                  | LF   | 380                | 72.00      | 27,360.00    |                  |
|  | J    | 1" Copper Service Line                    | LF   | 40                 | 108.00     | 4,320.00     |                  |
|  | K    | 6" Gate Valve                             | EA   | 1                  | 7,800.00   | 7,800.00     |                  |
|  | 7    | 4" HOPE Sewer Force Main                  | LF   | 450                | 88.20      | 39,688.20    |                  |
|  | 8    | Asphalt Patching for Utility Trenches     | TON  | 1,432              | 203.53     | 291,450.66   |                  |
|  | 9    | Asphalt Mill and Overlay                  | SY   | 14,810             | 20.54      | 304,167.78   |                  |
|  | 10   | Road Base 6"                              | TON  | 670                | 52.92      | 35,453.72    |                  |
|  | 11   | Asphalt Full Depth 4.5"                   | TON  | 630                | 149.254    | 94,029.99    |                  |
|  | 12   | Bridge for Multiuse Path at Lake Ave      | EA   | 1                  | 83,446.00  | 83,446.00    |                  |
|  | 13   | W. Portal Rd French Drain                 | LS   | 1                  | 10,685.00  | 10,685.00    |                  |
|  | 14   | Triangle Park French Drain                | LS   | 1                  | 8,277.00   | 8,277.00     |                  |
|  | 15   | Boardwalk Remove and Replace              | LF   | 3,400              | 86.73      | 294,892.20   |                  |
|  | 16   | Project Lighting-Conduit and Wiring       | LF   | 3,200              | 42.63      | 136,410.88   |                  |
|  | 17   | 6X6 Timber Curb                           | LF   | 4,500              | 6.78       | 30,528.90    |                  |
|  | 18   | Concrete Curb and Gutter                  | LF   | 1540               | 40.71      | 62,685.70    |                  |
|  | 19   | 6" Concrete Pan                           | LF   | 645                | 56.99      | 36,757.26    |                  |
|  | 20   | 4' Concrete Pan                           | LF   | 131                | 58.34      | 7,642.54     |                  |
|  | 21   | Traffic Control                           | LS   | 1                  | 61,058.00  | 61,058.00    |                  |
|  | 22   | Storm Sewer-Water Line Crossing           | EA   | 5                  | 11,533.20  | 57,666.00    |                  |
|  | 23   | Installation of Handrails                 | LF   | 312                | 19.50      | 6,084.00     |                  |
|  | 24   | 2 Elephant Cage Supports (22)8"X8" Posts  | LS   | 1                  | 7,870.00   | 7,870.00     |                  |
|  | 25   | Concrete Vine St. Multiuse Path           | SF   | 1930               | 7.40       | 14,282.00    |                  |
|  |      | <b>Big Valley Bid</b>                     |      |                    |            | <b>Total</b> | <b>2,292,002</b> |

|            | Item | Description   | Unit    | Estimated Quantity | Unit Price | Total Amount | Total            |
|------------|------|---|---------|--------------------|------------|--------------|------------------|
| C-Order 1  | 1    | Rock Blasting (Approx. 20' wide x 10' deep x 75' long)  | CY      | 555                | 125.00     | 69375.00     |                  |
| C-Order 1  | 2    | Contractors Overhead and Fee @ 15% per contract   | LS      | 1                  | 10406.00   | 10406.00     | <b>2,371,783</b> |
| C-Order 2  | 1    | Supply & Install approx. 2000 L.F. of #4" PVC for future data/electrical under boardwalk with junction boxes at each street intersection  | LF      | 2000               | 13.00      | 26000.00     |                  |
| C-Order 2  | 2    | Contractors Overhead and Fee @ 15% per contract   | LS      | 1                  | 3900.00    | 3900.00      | <b>2,401,683</b> |
| C-Order 3  | 1    | Additional LF of sewer force main, additional storm sewer clean out manhole, insulation of gravity and force main sewer, and removal and replacement of sewer service to lot 9 on Park Avenue | ls      | 1                  | 10200.00   | 10200.00     |                  |
| C-Order 3  | 2    | Contractors Overhead and Fee @ 15% per contract   | LS      | 1                  | 1530.00    | 1530.00      | <b>2,413,413</b> |
| C-Order 4  | 1    | Delete Bridge for multi-use path at Lake Avenue (Item #12 in bid schedule) from contract  | LS      | 1                  | -83446.00  | -83446.00    |                  |
| C-Order 4  | 2    | Contractors Overhead and Fee @ 15% per contract   | Include | 1                  | 0.00       | 0.00         | <b>2,329,967</b> |
| C-Order 1  | 1    | Additional 9 ft. of 36" corrugated HDPE culvert (Item #2d on bid schedule)  | LF      | 9                  | 150.00     | 1350.00      |                  |
| C-Order 5  | 2    | Additional Rock Blasting  | CY      | 148                | 125.00     | 18500.00     |                  |
| C-Order 5  | 4    | Contractors Overhead and Fee @ 15% per contract   | LS      | 1                  | 2978.00    | 2978.00      | <b>2,352,795</b> |
| C-Order 6R | 1    | Delete French Drain at West Portal Road (Item #13 in Bid Schedule)  | LS      | 1                  | -10685.00  | -10685.00    |                  |
| C-Order 6R | 2    | Delete French Drain at Triangle Park (Item #14 in Bid Schedule)   | LS      | 1                  | -8277.00   | -8277.00     |                  |
| C-Order 6R | 3    | Removal of Asphalt on Garfield from Grand to Parker   | LS      | 1                  | 15838.00   | 15838.00     |                  |
| C-Order 6R | 4    | Contractors Overhead and Fee @ 15% per contract   | LS      | 1                  | 2376.00    | 2376.00      |                  |
| C-Order 6R | 4    | Contractors Overhead and Fee @ 15% per contract   | Math A  | 1                  | -1.00      | -1.00        | <b>2,352,046</b> |
| C-Order 7  | 1    | Added 12 each bulbout, not included on contract schedule (Premier Concrete Services bid)  | EA      | 12                 | 7500.00    | 90000.00     |                  |
| C-Order 7  | 2    | Add 4 each (8'x20') colored boardwalk stamped alleyways   | EA      | 4                  | 4000.00    | 16000.00     |                  |
| C-Order 7  | 3    | Contractors Overhead and Fee @ 15% per contract   | LS      | 1                  | 15900.00   | 15900.00     | <b>2,473,946</b> |
| C-Order 8  | 1    | Complete regrading, sawcutting removal and haul off of all existing asphalt on Garfield vs. Utility Patch Work Only   | LS      | 1                  | 21535.00   | 21535.00     |                  |
| C-Order 8  | 2    | Contractors Overhead and Fee @ 15% per contract   | LS      | 1                  | 3230.00    | 3230.00      | <b>2,498,711</b> |
| C-Order 9  | 1    | Rock blasting on Vine Street  | CY      | 341                | 125.00     | 42625.00     |                  |
| C-Order 9  | 1    | Rock blasting on Vine Street  | Math A  | 1                  | -12.00     | -12.00       |                  |
| C-Order 9  | 2    | Contractors Overhead and Fee @ 15% per contract   | LS      | 1                  | 6392.00    | 6392.00      | <b>2,547,716</b> |

|               | Item | Description  | Unit   | Estimated Quantity | Unit Price | Total Amount         | Total            |
|---------------|------|--|--------|--------------------|------------|----------------------|------------------|
| C-Order 10    | 1    | Supply & Install 210 LF of 3" PVC for future comcast on Vine Street  | LF     | 210                | 13.00      | 2730.00              |                  |
| C-Order 10    | 2    | Contractors Overhead and Fee @ 15% per contract  | LS     | 1                  | 410.00     | 410.00               |                  |
| C-Order 10    | 2    | Contractors Overhead and Fee @ 15% per contract  | Math A | 1                  | -1.00      | -1.00                | 2,550,855        |
| C-Order 11    | 1    | Additional regrading, sawcutting, removal and haul off of existing on Ellsworth, Pitkin and Vine St. Entire streets redone vs. utility patch work  | LS     | 1                  | 60047.00   | 60047.00             |                  |
| C-Order 11    | 2    | Contractors Overhead and Fee @ 15% per contract  | LS     | 1                  | 9007.00    | 9007.00              | 2,619,909        |
| C-Order 12    | 1    | Stamped Concrete in Front of Sage Massage  | LS     | 1                  | 4500.00    | 4500.00              |                  |
| C-Order 12    | 2    | Excavation, drain, asphalt, etc. in front of Sage Massage  | LS     | 1                  | 952.00     | 952.00               |                  |
| C-Order 12    | 3    | Contractors Overhead and Fee @ 15% per contract  | LS     | 1                  | 818.00     | 818.00               | 2,626,179        |
| C-Order 13    | 1    | Additional dirt and utility work completed   | LS     | 1                  | 4500.00    | 4500.00              |                  |
| C-Order 13    | 1    | Additional dirt and utility work completed   | Math A | 1                  | 35357.00   | 35357.00             |                  |
| C-Order 13    | 2    | Contractors Overhead and Fee @ 15% per contract  | LS     | 1                  | 5979.00    | 5979.00              | 2,672,015        |
| C-Order 14    | 1    | Labor, material & equipment to cut/remove 2x6 decking that extends past the south face of the southern most 6x6 and fill void between the south face of the southern most 6x6 and adjacent property. This work is to be completed in front of the putt-putt golf course on the south side of Grand Avenue. | LS     | 1                  | 3100.00    | 3100.00              |                  |
| C-Order 14    | 2    | Contractors Overhead and Fee @ 15% per contract  | LS     | 1                  | 465.00     | 465.00               | 2,675,580        |
| C-Order 15    | 1    | Contract adjustment due to quantity changes from original bid schedule   | LS     | 1                  | -47811.00  | -47811.00            | 2,627,769        |
|               |      | <b>Big Valley</b>  |        |                    |            | <b>Change Orders</b> | <b>335,767</b>   |
| Phase 1       | 1    | Big Valley Contracted Amount - As Itemized above (\$79,781 paid by Water Fund)   |        |                    |            |                      | 2,627,769        |
| Phase 1       | 1    | Alpine Lumber - Boardwalk Lumber and Supplies  |        |                    |            |                      | 490626           |
| Phase 1 & 2   | 1.5  | Diamond Back Engineering - Engineering Previous Phases   |        |                    |            |                      | 490758           |
| Phase 1 & 2   | 1.5  | Misc - Porta-Potties, Ads, Waste Connections, Bond Legal, Contractual  |        |                    |            |                      | 15641            |
| Phase 2       | 2    | Accord Asphalt - Pavement Vine ST  |        |                    |            |                      | 40175            |
| Phase 2       | 2    | ATH Specialties - Excavation Vine Street   |        |                    |            |                      | 225537           |
| Phase 2       | 2    | Axis Construction - Additional Board walk on Grand Avenue and cross streets  |        |                    |            |                      | 210860           |
| Phase 2       | 2    | Premier Concrete - Curbs on Vine Street & Pavement   |        |                    |            |                      | 29280            |
| Phase 2       | 2    | R & R Ink Electric - Additional Street Lamps 8-Count   |        |                    |            |                      | 98667            |
| After Phase 2 | 3    | NV5 - Engineering Next Phase   |        |                    |            |                      | 116692           |
|               |      | Cost of Bonds, Principal and Interest  |        |                    |            |                      | 970984           |
|               |      |  |        |                    |            | <b>Total</b>         | <b>5,316,988</b> |
|               |      | Phase 1 = \$3,038,614  |        |                    |            |                      |                  |
|               |      | Phase 1 & 2 Engineering and Misc \$506,398   |        |                    |            |                      |                  |
|               |      | Phase 2 = \$604,519  |        |                    |            |                      |                  |
|               |      | After Phase 2 = Engineering \$116,692  |        |                    |            |                      |                  |
|               |      | Cost of Bonds, Principal and Interest = \$970,984  |        |                    |            |                      |                  |



|  | Item     | Description  | Unit  | Estimated<br>Quantity | Unit<br>Price | Total<br>Amount | Total |  |
|--|----------|--|---|-----------------------|---------------|-----------------|-------|--|
| Reconciled between Expenditure Sheet by Sickles with Treasurer Actuals |          |  |   |                       |               |                 | 2017  |  |
|  | 11/13/17 | \$42,892.50 was not paid to Alpine Lumber, the payment was to Diamondback and is recorded in the Diamondback column. Alpine Lumber was paid \$427,519.83 in 2017.  |   |                       |               |                 |       |  |
|  |          | 10/09/17   | \$48.00 was paid to Kopy Kat for "Shuttle Stop" signs. Misc. expenses were \$1,022.37 in 2017.          |                       |               |                 |       |  |
| 06/12/17   |          | \$2,654.35 was paid by the Water Fund for retainage on the rock blasting, which reduced the amount paid from bond funds in the Big Valley column. Big Valley was paid \$2,547,987.74 from bond monies and \$79,781 from the Water Enterprise Fund. |   |                       |               |                 |       |  |
|  |          |  | 2018  |                       |               |                 |       |  |
|  |          | 05/18/18   | \$959.52 was used to purchase (24) planters for the bulb-outs. Misc. expenses were \$11,947.09 in 2018. |                       |               |                 |       |  |
|  |          |  | 2019  |                       |               |                 |       |  |
|  | 06/25/18 | \$250.00 there was a US Bank Registrar/Paying Agent Fee payment shown which did not occur. US Bank will be paid \$275,650 in 2019.   |   |                       |               |                 |       |  |
|  | 11/11/19 | \$8,964.27 Axis did not receive their retainage in 2018, the retainage will be paid in 2019. Axis will be paid \$8,964.27 in 2019.   |   |                       |               |                 |       |  |



# Grand County *Colorado*

## APPLICATION FOR OPEN LANDS RIVERS & TRAILS (OLRT) FUND

*Funding may only be requested for projects that fit within the scope of the OLRT funding resolution, ballot language, and OLRT funding criteria.*

### A. General Information

1. Name/Title of Proposed Project: Thomasson Trail  
Please check type of project: Open Land ☐ River ☐ Trail ☒
2. Applicant :  
(Who will receive the grant funds) Headwaters Trails Alliance (HTA)

In the case of a multi-jurisdictional/agency application, please provide the names of all the participating agencies and/or individuals. Town of Grand Lake, Grand Lake Public Works, Grand County Road & Bridge, HTA, Trail Arts, Grand Lake Trailgroomers

3. Name of Principal (Lead jurisdiction/agency):

Name: Headwaters Trails Alliance (HTA) Title: Organizer/Facilitator Non-Profit  
Mailing Address: PO Box 946  
Granby, CO 80446  
Telephone Number: (970) 726-1013

4. Who will hold the property interest? Property will remain the same

5. Designated Contact Person for the Application:

Name: Meara McQuain Title: Executive Director/President, HTA  
Mailing Address: PO Box 946  
Granby, CO 80446  
Telephone Number: (970) 726-1013

6. Total Project Cost: \$79,738 for Phase I; Total project is estimated at \$150,000 (new bridge)
- a) Amount of OLRT funds requested: \$53,388 for Phase I
  - b) Percentage of OLRT funds request to total cost: 67% of Phase I; 35% of total project
  - c) Date request for funds to be available to applicant: April 2020



# Grand County *Colorado*

7. Brief Description of Proposed Project (Please limit to 100 words.)

HTA is assisting the Town of Grand Lake with much-needed trail improvements to the popular Thomasson Trail. This project is designed to mitigate public safety issues and ecological damage due to the trail's current alignment. The Thomassen Trail maintenance work includes: drainage mitigation including the installation of culverts and construction of rolling grade dips, bridge improvement projects, vegetation and noxious weed management, signage program, trail tread resurfacing and rerouting of approximately 1,000 ft. of trail to higher ground. Phase I includes field work to improve the trail's drainage and tread and removal of a significant public safety hazard in the bridge crossing near the Gateway Inn, preferably completed before this winter. Phase II includes new signage installation, removing residual asphalt from the trail surface, and potential widening of the "Doc Warren" bridge paralleling Grand Avenue from 8' to 14' to accommodate winter trail grooming by a snowcat.

8. Why is the project needed? What are the specific goals of the project? How will project success be measured? (Please limit to 100 words.)

Trail improvements are necessary on the Thomassen Trail due to: 1. high public safety risk from current bridge condition; and 2. poor condition of the trail, primarily due to runoff and drainage issues. As this is a heavily used connector trail year-round from the Town of Grand Lake to recreational amenities on federal and municipal lands, it needs to be addressed to maintain public safety as well as to prevent continued sedimentation runoff into the wetlands adjacent to the trail. Runoff has resulted in erosion and degradation along many trail sections, creating unstable conditions for users and equipment.

Project goals include:

- Demolition of unusable bridge near western entrance of the Gateway Inn and replacement of water crossing with culvert and turnpike; **IMMEDIATE NEED**
- Trail reroutes to decrease overall gradient on northern side to prevent trail from being in wetland in summer and icing up in winter months; additional reroute to straighten sharp curves, which are known public safety concerns;
- Drainage improvements through cleaning out and/or installation of culverts at identified locations (7) along trail and construction of rolling grade dips to shed water from trail;
- Trail width enhancements to 14' for the snowcat to safely travel and to have safe passing zones for summer and winter use;
- Creation & installation of consistently branded trail signage, including allowable uses;
- Vegetation management, including cutting back willows and shrubbery to improve sight lines and reduction of noxious weeds via spray;
- Removal of degraded geotech fabric under trail surface; smooth surface with class C material;
- Replacement of rotted and damaged decking and side rails and old hardware on Doc Warren Bridge; potential widening of bridge to accommodate winter grooming;



# Grand County *Colorado*

## 9. What is the expected duration of the project?

The Thomasson Trail improvement project will be completed in phases over the next 2 years. Phase I is the most critical as it involves the demolition of a smaller bridge in the middle of the trail. According to the professional trail consultant, this bridge should be condemned as it does not have appropriate support structure under it and should not hold the weight of a snowcat. This project should/could be completed in late October/early November 2019 to ensure that this trail is open and safe to use for the winter season. Additional projects in Phase I could occur in spring-summer 2020 (regrading, reroutes, culvert installation, vegetation management) with Phase II occurring in 2021 or when feasible (i.e. bridge widening, residual asphalt removal).

## B. Budget & Other Financial Information

### 1. Summary of Project Budget and Funding Sources (Cash amounts only, no in-kind):

| Project Activity:<br>Thomasson Trail Phase I   | Requested<br>Funds-OLRT | Requested<br>Funds-other<br>sources                             | Committed Funds-<br>other sources | Total funds needed<br>for project activity |
|--|-------------------------|---|-----------------------------------|--|
| Trail Assessment &<br>Site Visits (3 days)   |                         |   | \$1,500 - HTA &<br>contractor     | \$1,500                                    |
| Utility Locates  |                         |   | \$250 - HTA &<br>contractor       | \$250                                      |
| Culverts (8) & installation<br>(materials & labor)   |                         | \$12,000-<br>Grand Lake<br>Public Works;<br>GC Road &<br>Bridge |                                   | \$12,000                                   |
| Class C & fill material  |                         | \$1,500- GC<br>Road & Bridge                                    |                                   | \$1,500                                    |
| Contractor mobilization  |                         |   | \$750 - HTA                       | \$750                                      |
| Trail Contractor:<br>Planning & Flagging   | \$1,500                 |   |                                   | \$1,500                                    |
| Trail Contractor:<br>Trail Construction &<br>Reroutes – 1,200 ft. x 14'<br>@ \$1.4/sq. ft. | \$23,520                |   |                                   | \$23,520                                   |
| Trail Contractor:<br>Maintenance/Drainage<br>1020 ft. @ \$6/ft.                            | \$6,120                 |   |                                   | \$6,120                                    |
| Trail Contractor:<br>Decommissioning/<br>Restoration –<br>1,000 ft. @ \$5/ft.              |                         | \$4,000 –<br>Grand Lake   | \$1,000 - HTA                     | \$5,000                                    |
| Trail Contractor: Trail<br>Width Enhancement –<br>12,320 sq. ft x \$1.4/sq. ft.            | \$17,248                |   |                                   | \$22,848                                   |
| Bridge Demolition &<br>Hauling   |                         | \$3,000 -<br>Grand Lake<br>Public Works                         |                                   | \$3,000                                    |



# Grand County *Colorado*

|   |          |                                    |  |          |
|---|----------|------------------------------------|--|----------|
| Labor: Turnpike Construction over Culvert | \$3,500  |                                    |  | \$3,500  |
| Vegetation Management                     | \$1,500  |                                    | HTA (seed) - \$200; Dept. Natural Resources (weed spray) - \$150 | \$1,850  |
| Signage & installation                    |          | Conservation Trust Funds - \$2,000 |  | \$2,000  |
| Totals:                                   | \$53,388 | \$22,500                           | \$3,850  | \$79,738 |

2. How were the financial needs estimated?

Financial needs were estimated based upon historic and typical expenses and through consultation with a trail contractor after 2 site visits. Additional project information was obtained from Grand Lake Trailgroomers, local residents, Grand Lake Town Council members and the USFS.

3. Describe the project's in-kind support including estimated value. **Total: \$2,414**

- Volunteer Labor: HTA anticipates utilizing volunteer labor wherever possible, especially for decommissioning and restoration work and vegetation management. (100 hours x \$24.14/hour = **\$2,414**)
- Project Management: Town of Grand Lake Public Works and/or HTA will oversee the project. 10% of project cost. **\$7,938**
- Materials: HTA is hopeful to work with a quarry or Grand County to purchase materials, especially Class C, at a reduced rate. **Cost savings TBD**

4. What future work will need to be completed for this project and what will the associated cost be? What ongoing operational obligations will be required for this project? How does the applicant plan to address these additional costs?

Future costs include regular trail maintenance and checking/cleaning culverts in late spring. Costs may range from \$3000 - \$5000. Additional future work could include the removal of asphalt on the trail near the ponds and the bridge expansion of the bridge to allow for snowcat grooming and the consistent 14' width. Additional costs will be accommodated in the Town's 2020 and 2021 budgets.

5. Please describe in detail exactly what OLRT funds will be used for.

Contractor: Planning & Flagging  
 Contractor: Trail Construction/Reroutes  
 Contractor: Maintenance & Drainage  
 Contractor: Trail Width Enhancement  
 Labor: Trail Turnpike Construction  
 Vegetation Management: Pruning and Noxious Weed Removal

6. What percentage of the funds requested are for direct project management and what is being funded in regards to direct project management?

Due to the higher percentage of request compared to project cost, no direct project management costs are being requested for Phase I.



# Grand County *Colorado*

7. Please attach to this grant application your organization's profit and loss statement and balance sheet. Please limit this to one page for each document. Financial statements are attached.

C. Other information

1. Describe local support for the project not included with in-kind information above.

This project has a breadth of support from the community as Grand Lake depends upon this corridor to help support its outdoor recreation economy. The Town of Grand Lake would like to see this trail improved for public safety and to increase the recreational enjoyment of it. Winter outfitters such as Lone Eagle Lodge Snowmobile rentals, and Spirit Lake Lodge snowmobile rentals in the Town directly benefit from having this groomed trail connection to a winter recreation mecca with over 100 miles of trails to ride. Having a designated route for people to use keeps them off a federal highway, thereby increasing public safety. Hikers, bikers, families and equestrians have a better recreational experience traveling on a trail then on the shoulder of a road. Grand County Road & Bridge has also offered their support of this project and will assist Grand Lake Public Works with the culvert installation if desired.

2. How does this project meet the OLRT fund criteria?

The Thomasson Trail project meets the trail criteria of OLRT funding parameters due to the desire to better protect resources and to enhance trail experiences and trail sustainability. This trail improvement project fits the "maintenance of hiking and biking trails" criteria as the improvements, including reroutes, are necessary to properly maintain this trail due to significant erosion, sedimentation, habitat destruction, and poor alignment issues. HTA is also leveraging funds from other sources, including the Town of Grand Lake, Conservation Trust Funds, HTA's funds and in-kind contributions. Lastly, HTA is committed to ensuring that we can provide the best quality of resource possible through collaboration with multiple entities, including Grand Lake Trailgroomers and professional trail builders.

3. Provide a map showing the project area and surrounding location.

Maps are attached.

4. Describe the monitoring plan.

HTA will fundraise for this project as well as manage the construction, trail improvement projects, volunteers and subcontractor(s). HTA will monitor the trail project to avoid conflicts among users and prevent harm to affected resources. Monitoring and adaptive management strategies, in addition to trail modifications, will be implemented to more safely accommodate the anticipated level of use and to ensure that continued use of the trail for multiple uses will not cause harm to natural resources.

For Trail Requests, please answer the following:

1. If the project is located on federal land, what are the Travel Management Objectives for the trail or trail system?

Not applicable as this is not on federal land.

2. Please estimate the trail/trail system usage by user groups (i.e. motorized vs. non-motorized, hikers, bikers, xc skiers, etc.). Include how you estimated your numbers.

The Thomasson Trail is heavily used both in summer and winter when Grand Lake visitation numbers increase. Summer uses include: hiking, biking, running, dog-walking, horses. Winter use is primarily snowmobiles. A trail counter has not been installed on the trail, but homeowners adjacent to the trail estimate almost 1,000 snowmobiles/day on a winter weekend.

3. Has any planning and public outreach occurred for this project?

This trail and several other segments have been extensively studied by the federal agencies, town, Grand





# Grand County *Colorado*

Lake Trailgroomers, recreation district, motorized rental companies, snowmobile guide companies, local residents and concerned citizens since the early 2000's and a feasibility study titled "Northwest Passage" was completed in 2003 in an effort to identify a route from the Town of Grand Lake to the Idleglenn area for winter recreation. Since then, many planning meetings have occurred to ensure that residents and visitors to the Grand Lake area can connect from town to recreational areas. Most recently, several planning efforts have been initiated, including a spring 2019 stakeholder meeting to ensure the safe and legal connection between USFS land and Grand Lake, as well as public outreach for a Granby-Grand Lake subarea trails master plan, which includes the objective to "lead efforts to develop new trails and maintain existing trails along road/utility corridors and on public/private lands connecting highway corridors and surrounding federal lands." and a benchmark project of "working with all partners to provide direct, safe, four-season Northwest Passage access from Grand Lake to to USFS lands".

4. Is the maintenance of the trail subsidized by OHV/motorized registrations?

As this trail is on municipal land and part of recreational trail easements, it does not qualify for federal funding from CPW through OHV/motorized registrations. Grand Lake Trailgroomers receives funds for grooming trails on federal lands nearby.

5. Is this trail part of an adopt-a-trail program?

The Thomasson Trail is not part of the federal adopt-a-trail program that HTA manages with the USFS as this is a public trail on recreationally leased land.

6. Please include the revegetation and noxious weed management plan for the project.

HTA follows the federal requirements for noxious weed management and for trail restoration and revegetation. HTA staff are also trained in noxious weed identification and offer this training to volunteers in the spring. HTA obtains its native seed mix from the Colorado State Forest Office in Granby.

To the best of my knowledge and belief, the information hereby submitted is true and accurate.

Principal Signature: \_\_\_\_\_

*This signature should be the owner of the land (in the case of conservation easements), the owner of the water (in the case of water projects), or the agency that manages the land for a trail project.*

Date: September 23, 2019

Applicant Signature Meara McQuain

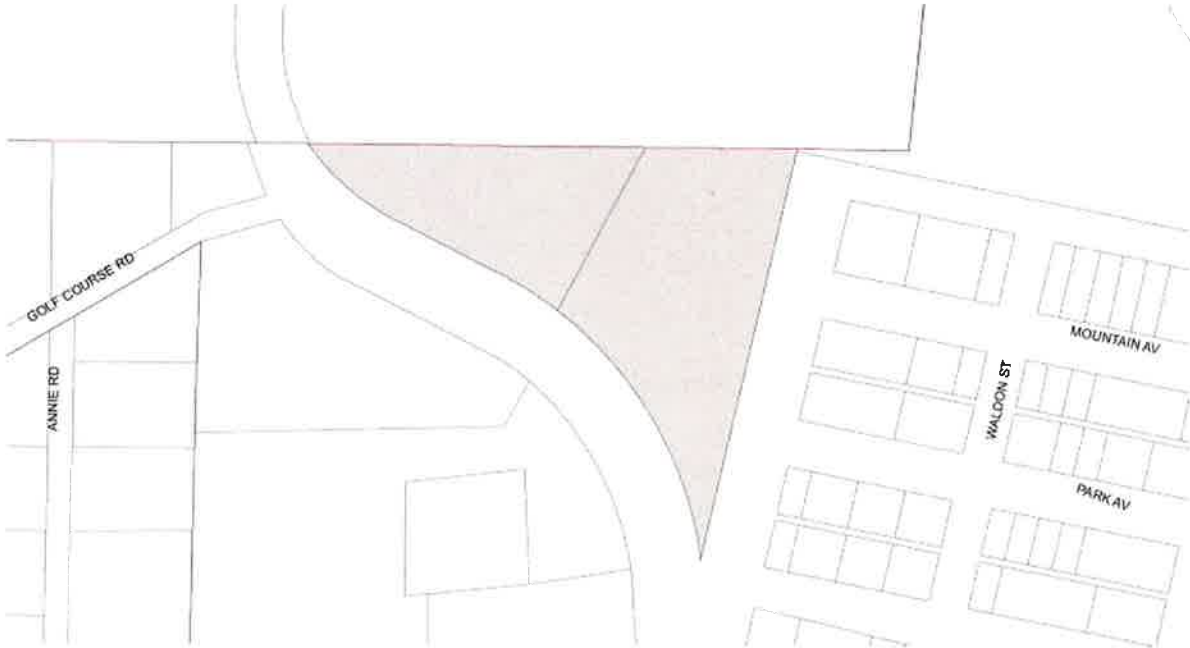
Applicant Organization Affiliation/Title: Headwaters Trails Alliance, Executive Director/President

Date: September 23, 2019

Please email completed application to: Open Lands, Rivers and Trails Advisory Committee, Grand County, at: [olrtac@co.grand.co.us](mailto:olrtac@co.grand.co.us)

Further information may be requested. If funds are awarded, you will be required to sign a MOU with Grand County and a final grant report will be required to be submitted within 12-months of the grant application due date.

## Thomasson Park



Thomasson Park, an eight-acre parcel of land located at near the northwest corner of the Town serves as gateway trail access for hikers, mountain bikers, horses and snowmobiles to Rocky Mountain National Park, Arapaho National Forest, the Columbine Lake Country Club, the Grand Lake Golf Course and Grand Lake Recreation District. The Town is in a lease-purchase agreement for this parcel.



Users are requested to stay on designated trails and to respect nearby property, obey all posted regulations as well as all environmentally sensitive lands and plant species.



## Thomasson Trail Grand Lake, CO





## Thomasson Trail Assessment

September 2019 HTA/Trail Arts

### Erosion:

Problem: Drainage mitigation insufficient from Hwy. 34 causing runoff down trail

Solution: Install culverts and direct runoff to the south side of trail and mitigate seeps





## Thomasson Trail Assessment

September 2019 HTA/Trail Arts

### Drainage Issues

Problem: Clogged culverts and French drain failure

Solution: Clean out and/or replace culverts; move a portion of trail to higher ground; remove extra material from edges





## Thomasson Trail Assessment

September 2019 HTA/Trail Arts

### Poor Alignment

Problem: Icy and wet trail conditions and challenging turn radius for winter users

Solution: Reroute to higher bench for improved safety and drainage





## Thomasson Trail Assessment

September 2019 HTA/Trail Arts

### Trail Tread & Width

Problem: Trail width and surface inconsistencies

Solution: Make trail 14' throughout with machine regrading and create critical edges; eventually remove fabric and old asphalt and replace all with Class C





## Thomasson Trail Assessment

September 2019 HTA/Trail Arts

### Dangerous Drainage/Bridge Crossing

Problem: Insufficient crossing structure for snowcat; rotting materials; abutments inappropriate; cables in water

Solution: Remove bridge and replace with trail over large culvert; remove all bridge materials





**Thomasson Trail Assessment**  
September 2019 HTA/Trail Arts





## Thomasson Trail Assessment

September 2019 HTA/Trail Arts

### Large Bridge

Problem: Width insufficient for grooming; decking and side rails rotten, organic material covering planking

Solution: Consider widening bridge if possible, clean material off bridge, replace rotten decking and side rails, replace hardware





## Thomasson Trail Assessment

September 2019 HTA/Trail Arts

### Signage

Problem: Faded, incomplete, unclear and inadequate

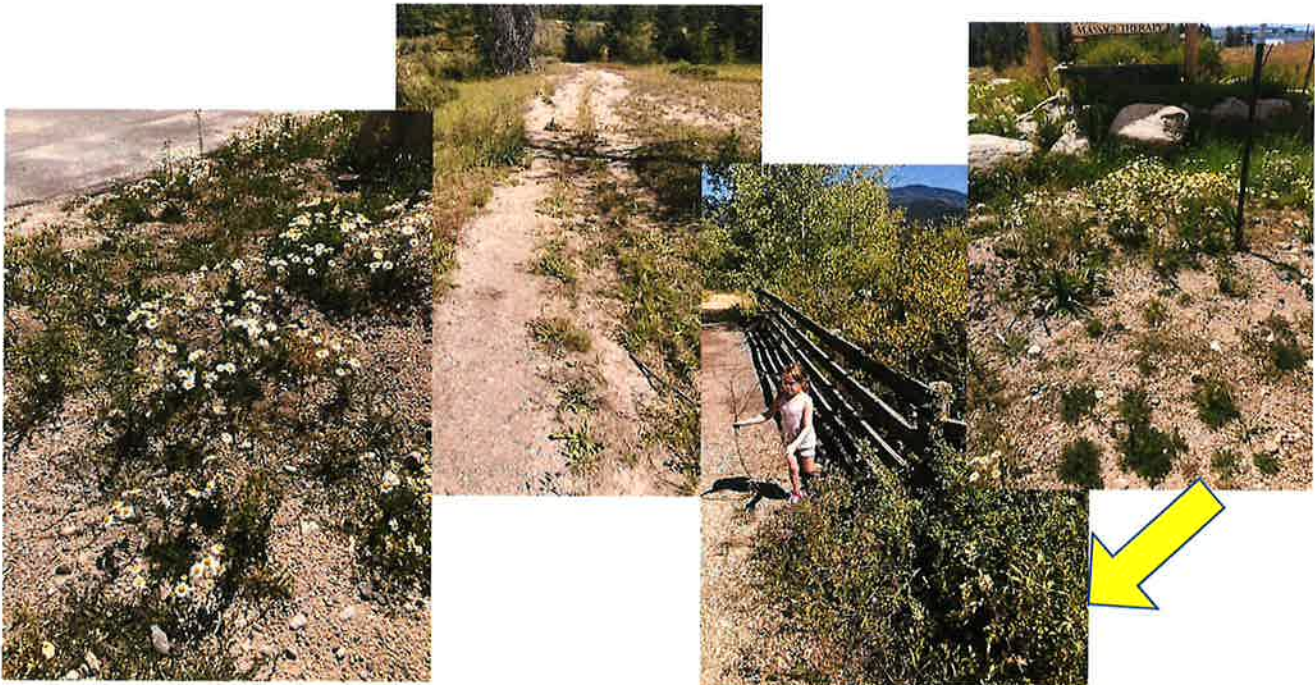
Solution: Create signage with Town of Grand Lake for all intersections and entry points and delineate trail across parking lot by Gateway Inn



### Vegetation

Problem: Noxious weed and overgrown vegetation

Solution: Noxious weed and vegetation management



# HEADWATERS TRAILS ALLIANCE

## BALANCE SHEET

As of August 31, 2019

|                                     | TOTAL               |
|-------------------------------------|---------------------|
| <b>ASSETS</b>                       |                     |
| Current Assets                      |                     |
| Bank Accounts                       | \$159,655.59        |
| Accounts Receivable                 |                     |
| 1300 Accounts Receivable            | 32,500.00           |
| <b>Total Accounts Receivable</b>    | <b>\$32,500.00</b>  |
| Other Current Assets                | \$1,382.07          |
| <b>Total Current Assets</b>         | <b>\$193,537.66</b> |
| Fixed Assets                        |                     |
| 1500 General Fixed Assets           | 25,018.13           |
| <b>Total Fixed Assets</b>           | <b>\$25,018.13</b>  |
| <b>TOTAL ASSETS</b>                 | <b>\$218,555.79</b> |
| <b>LIABILITIES AND EQUITY</b>       |                     |
| Liabilities                         |                     |
| Current Liabilities                 | \$8,210.57          |
| <b>Total Liabilities</b>            | <b>\$8,210.57</b>   |
| Equity                              | \$210,345.22        |
| <b>TOTAL LIABILITIES AND EQUITY</b> | <b>\$218,555.79</b> |

# HEADWATERS TRAILS ALLIANCE

## STATEMENT OF ACTIVITY

January - August, 2019

|                                     | TOTAL               |
|-------------------------------------|---------------------|
| <b>Revenue</b>                      |                     |
| 4000 General Donations              | 24,738.27           |
| 4100 Earned Income                  | 5,451.45            |
| 4200 Partner Commitments            | 58,000.00           |
| 4300 Grant Income                   | 211,335.00          |
| 4400 Misc. Income                   | 806.00              |
| <b>Total Revenue</b>                | <b>\$300,330.72</b> |
| <b>GROSS PROFIT</b>                 | <b>\$300,330.72</b> |
| <b>Expenditures</b>                 |                     |
| 6000 Advertising/Marketing          | 3,186.56            |
| 6100 Dues & Subscriptions           | 10.00               |
| 6200 Insurance                      | 2,955.98            |
| 6300 Office Expense                 | 12,671.38           |
| 6390 Meeting Expense                | 539.95              |
| 6500 Personnel Expenses             | 95,713.04           |
| 6600 Postage Expense                | 111.19              |
| 6700 Professional Development       | 1,860.00            |
| 6900 Telephone/Internet             | 1,047.24            |
| 7000 Trail Expense                  | 9,375.12            |
| 7100 Travel & Meals                 | -697.90             |
| 7160 Uniform Expense                | 735.46              |
| 7200 Vehicle Expense                | 1,663.95            |
| 7300 Volunteer Recognition          | 2,051.81            |
| 7400 Direct Deposit Service Charges | 57.75               |
| 7450 Bank Service Charges           | 0.24                |
| 7804 Trail Map Expense              | 4,895.25            |
| 7805 FTG Bridge Expenses            | 1,000.00            |
| 7810 Trail Smart Sizing Expense     | 75,918.39           |
| 8500 Finance Charge                 | 29.27               |
| Payroll Expenses                    | 92.40               |
| Reimbursements                      | 0.00                |
| Unapplied Cash Bill Payment Expense | 52.15               |
| <b>Total Expenditures</b>           | <b>\$213,269.21</b> |
| <b>NET OPERATING REVENUE</b>        | <b>\$87,061.51</b>  |
| <b>Other Expenditures</b>           |                     |
| 7500 In-kind Expense                | 898.00              |
| <b>Total Other Expenditures</b>     | <b>\$898.00</b>     |
| <b>NET OTHER REVENUE</b>            | <b>\$ -898.00</b>   |
| <b>NET REVENUE</b>                  | <b>\$86,163.51</b>  |

## LEASE AGREEMENT

**THIS LEASE AGREEMENT**, hereinafter called the "Agreement", is made and entered into as of the 1st day of March, 2019, by and, between the **TOWN OF GRAND LAKE, COLORADO**, hereinafter "Town", a Colorado statutory municipality and Sarah Chabot Massage Therapy, hereinafter "Tenant." The parties agree that the previous Agreement terminates and that this Lease Agreement replaces the lease signed on the 1<sup>st</sup> day of March, 2018.

### WITNESSETH:

**WHEREAS**, the Town is the owner of certain real property and improvement thereon located at 301 Marina Dr. Grand Lake CO, commonly known as the Grand Lake Center; and

**WHEREAS**, the Town desires to lease a portion of the real property and/or improvements to Tenant to permit Tenant to operate a Massage/Spa business.

**NOW THEREFORE**, in consideration of the mutual obligations and other consideration set forth herein, the parties agree as follows:

### ARTICLE 1 Massage/Spa SPACE

- 1.1 Identification of the Massage/Spa Space. For the purposes of this Agreement, the term "Business Space" shall mean the area of the real property and/or improvements depicted on Exhibit A attached hereto and incorporated herein by reference:

Designated as "Group Fitness Room #1" and consisting of approximately 840 square feet.

- 1.2 Definition of Massage/Spa Operations. For purposes of this Agreement, the term "Business Operations" shall mean the offering of massage and spa services to the public.

### ARTICLE 2 TENANT'S DUTIES WITH RESPECT TO THE MASSAGE/SPA SPACE

- 2.1 In General. Subject to other limitations expressed in this Agreement, the Town grants to Tenant the right, duty, and obligation to exclusive lease and use of the Business Space in conjunction with Business Operations, and for no other purpose in such spaces.
- 2.2 Restriction On Items Offered for Sale. Tenant shall not offer Liquor, Tobacco products, or Cannabis products for sale.

- 2.3 Compliance with Applicable Laws and Directives. The Tenant agrees to comply fully with all applicable state and federal laws and regulations, local laws and regulations, and Town of Grand Lake municipal ordinances.

### **ARTICLE 3 RIGHTS OF INGRESS AND EGRESS**

- 3.1 In General. The Tenant shall have the right of ingress and egress to and from the Business Space for Tenant's employees, agents and invitees to the extent reasonably necessary in connection with the conduct of Tenant's business under this Agreement. Areas designated as restricted areas by the Town will be excluded. Access via keys or keycards will be provided to employees designated in writing by the Tenant, and Tenant assumes all responsibility and liability associated with actions of those individuals named.
- 3.2 Closures. The Town may, at any time, temporarily or permanently, close or consent to or request the closing of any roadway or any other way at, in, or near the real property, presently or hereafter used as such, so long as reasonable and safe means of ingress and egress remains available to Tenant.

### **ARTICLE 4 UNDERTAKINGS OF TENANT**

- 4.1 Service. Tenant agrees:
- 4.1.1 The Tenant shall furnish and pay for all equipment, except as otherwise provided by the Town pursuant to Article 8, all goods, labor, transportation, supervision, and services necessary to conduct Business Operations in accordance with this Agreement.
- 4.2 Days and Hours of Operation.
- The days and hours of Operation for Business Operations are restricted to the following:
- 12:00 AM TO 11:59 PM
- 7 DAYS A WEEK
- 4.3 Tenant Personnel. Tenant shall control the conduct and demeanor of its agents, independent contractors, employees, guests and invitees. Upon objection from the Town concerning the conduct or demeanor of any such person, the Tenant shall immediately take all lawful steps to remove the cause of the objection.



- 4.4 Physical Interference. Tenant shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewage system, fire protection system, sprinkler system, alarm system, and fire hydrants and hoses, if any, installed or located in the Business Space or elsewhere on Town Property.
- 4.5 Taxes. Town agrees to pay all taxes on the real property hereby leased to Tenant. Tenant agrees to pay all local, state and federal social security, unemployment insurance, workers' compensation insurance, sales, use, personal property and other taxes, assessments and payments-in-lieu which, during the term of this Agreement or any extension hereof, may become a lien or which may be levied or charged by the federal government, State, County, the Town or other tax-levying body upon or with respect to the Business Space, upon any taxable interest acquired by the Tenant in this Agreement, or any taxable possessory right which Tenant may have in or to the Business Space or facilities or the improvements thereon, by reason of Tenant's occupancy or use thereof, or otherwise, as well as all taxes on taxable property, real or personal, owned by Tenant or taxes on Tenant's operations or activities in or about the Business Space of elsewhere on Town Property. However, except as otherwise permitted by this Agreement, no charges, fees or taxes of any nature shall be imposed by the Town solely upon Tenant for exercising any right or privilege granted by the Town to Tenant in this Agreement with respect to the use of the Business Space. Nothing herein shall prevent Tenant from protesting, through due process, any taxes levied.
- 4.6 Licenses. Tenant agrees to obtain and pay for all licenses necessary in connection with its operation, including but not limited to, a Town business /sales tax license.

## ARTICLE 5 TERM

- 5.1 Period. The parties agree that the term of this Agreement shall be for a period of 1 year and shall commence on 3/1/19 and shall expire on 3/1/20. Thereafter, the Agreement will renew automatically for one year, unless at least 30 days prior to expiration of the one-year term, either party provides written notice of their intent not to renew.
- 5.2 Termination. Unless notice is provided by either party to terminate prior to 30 days before the scheduled renewal date, the lease will be reconsidered for renewal on an annual basis. Termination may occur, with or without cause, in the sole discretion of such terminating party by such terminating party serving written notice to the other party of the terminating party's intention to terminate the Agreement. Such written notice shall be provided no less than ten (10) days prior to the termination date. If this Agreement is terminated, Tenant's accrued liability to the Town arising under this Agreement prior to such termination shall survive the termination, and the Town may re-enter, take possession of the Business Space and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.

- 5.3 Holding Over. In the event that the Tenant, or its successor in interest, if any, shall remain beyond the term set forth herein, although no right to remain is given by this Article, it is the intention of the parties and it is hereby agreed that a right of use from month-to-month shall then arise subject to all provisions and conditions of this Agreement in connection with such right, except that the Town shall have the sole right to determine reasonable fees for any hold over period. The lease may be terminated by either party during the hold over period upon 10 days' written notice.

## **ARTICLE 6 RENT**

- 6.1 Business Space Rental Fee. For the privilege of conducting the Business Operations hereunder, and the exclusive use of the Business Space, the Tenant shall pay to the Town a fee in an amount equal to Seven Hundred Dollars (\$700) per month. Payment of Rental Fee is due and owed on the first day of each month.

Payments not made on the dates indicated will constitute a breach of the Agreement and may, in the discretion of the Town constitute a basis for terminating the Agreement. A late payment fee of Fifty Dollars (\$50.00) shall be assessed for any payment not received by the due date. Interest shall accrue at the rate of twelve percent (12%) per annum on all payments not received by the dates indicated.

- 6.2 Method of Payment. Payment for all fees under Article 6 shall be by check or money order payable to the order of "The Town of Grand Lake".

## **ARTICLE 7 UTILITIES, MAINTENANCE AND JANITORIAL DUTIES**

- 7.1 Utilities. The Town shall pay all charges for water, storm water, sewer, gas, trash collection, telephone, and electric services to the Business Space.

- 7.2 Maintenance and Repair. The Tenant shall maintain and repair the Business Space. The Town shall not in any way be liable to the Tenant for failure to make repairs as herein specifically required of it unless the Tenant has previously notified the Town in writing of a need for such repairs, and the Town has failed to commence and complete said repairs within a reasonable period of time following receipt of the Tenant's written notification.

- 7.2.1 The Tenant shall neither hold nor attempt to hold the Town liable for any injury or damage, either approximate or remote, occasioned through or caused by defective electrical wiring or the breaking or stoppage of plumbing or sewage upon the Business Space, whether said breakage or stoppage results from freezing or otherwise.

- 7.3 Cleaning and Janitorial. The Tenant shall keep the Business Space, its fixtures, and all areas used in good sanitary condition as required by the ordinances, resolutions, statutes and health, sanitary and police regulations of the Town of Grand Lake and State of Colorado and policies of the Town.

7.3.1. The Tenant is responsible for the ongoing cleanliness of the Business Space in order to provide a clean and orderly appearance for the public.

## **ARTICLE 8**

### **ACCEPTANCE OF PREMISES AND TRADE FIXTURES**

- 8.1 Acceptance. On the date of commencement of the Tennant's occupancy of the Business Space, Tenant shall acknowledge that it accepts the Business Space as well as any Town equipment and fixtures "AS IS".
- 8.3 Installation of Equipment and Trade Fixtures. No equipment, trade fixtures, signs or other personal property used by Tenant in its business, whether or not attached to the Town Property or any improvements thereon, shall be installed without the prior written approval of the Town.
- 8.4 Removal of Equipment and Trade Fixtures. Tenant shall have the right at any time during the term of this Agreement or upon termination and within ten (10) days thereafter, to remove all personal property such as trade fixtures, equipment and other personal property, but subject to any valid lien the Town may have thereon for unpaid portions of the Business Space Rental Fee pursuant to Article 6 or any other amounts due from Tenant to the Town pursuant to the provisions of this Agreement, Town ordinances, or otherwise. No fixtures or other property shall be removed if such removal will result in damage to the property of the Town. Any property not so removed by Tenant upon termination as provided in this Section shall become a part of the realty on which it is located and title thereto shall vest in the Town.
- 8.5 Title to Improvements. No improvements shall be made to the Business Space without the prior written approval of the Town. Upon installation or erection of Improvements, such Improvements shall become a part of the realty upon which they are erected and title thereto shall vest in the Town, unless the parties agree otherwise in writing and in advance of such installation. Upon vesting, the Improvements become part of the Business Space and are subject to the terms applicable to the Business Space within this Agreement.
- 8.6 Conformance with Applicable Laws. All improvements and all trade fixtures, equipment or other personal property installed by Tenant shall be subject to and conform in all respects to the applicable statutes, ordinances, building codes, rules and regulations of all governmental agencies which have jurisdiction over such matters.



## **ARTICLE 9 DAMAGE BY TENANT**

The Tenant shall be liable for and shall repair, replace or cause to be repaired or replaced within five (5) days after occurrence, any damage to Town Property, including the Business Space, or to the Town's property, equipment and fixtures caused by Tenant, Tenant's agents, employees, independent contractors working at Tenant's direction, or anyone else acting under Tenant's direction and control, ordinary wear and tear excepted. All repairs or replacements shall be made promptly and when necessary and shall be in a quality and of a class at least equal to the original. If the damage for which Tenant is liable is to the Business Space, Tenant shall continue to be liable for the Business Rental Fee and all other charges provided for in this Agreement, even if the Business Space has been rendered untenable or unusable.

Tenant shall deposit with the Town a security deposit in the amount of \$500.00. At the end of the lease, the security deposit will be returned to the Tenant after deductions for unpaid Rent, Utilities, and damage to the Business Space, other than ordinary wear and tear. The Tenant shall not use the deposit at any time for payment of Rent, but instead, should Tenant fail to pay amounts due upon termination or breach of the Agreement, the Town may at its option use the security deposit to satisfy any portion of the amounts owed. However, the use of the security deposit shall not limit the ability of the Town to recover any damages in excess of the security deposit amount.

## **ARTICLE 10 TOTAL OR PARTIAL DESTRUCTION**

10.1 Business Space or Other Major Component Rendered Untenable. In case, during the term of this Agreement, the Business Space, or other related part of Town Property, shall be destroyed or shall be so damaged by fire, flood, or other casualty so as to be rendered untenable or unusable as determined by the Town:

10.1.1 Then, in such event, at the option of the Town, the term hereby created shall cease, and this Agreement shall become null and void from the date of such determination, and Tenant shall immediately surrender the Business Space and his/her/its interest therein to the Town; provided, however, that the Town or Tenant shall exercise such option to so terminate this Agreement by notice, in writing, delivered to the other party within thirty (30) days after the Town's determination of untenable occupancy or non-usability.

10.1.2 In the event the Town elects not to exercise its option in 10.1.1 and terminate this Agreement, this Agreement shall continue in full force and effect; and the Town shall repair the Business Space, excluding improvements or equipment, signs, trade fixtures, or other personal property installed by

Tenant, with all reasonable speed, placing the same in as good condition as it was at the time of the damage or destruction.

- 10.2 Business Space Only Untenantable. In the event of destruction rendering only the Business Space untenable or non-usable through no fault of the Town or the Town's agents or employees, the Town shall endeavor, but not be obligated, to make substitute premises available for Tenant's use.
- 10.3 Components Tenantable. If the Business Space shall be only injured by fire, flood, or the elements to such extent so as not to render the same untenable and unfit for use and occupancy, the Town shall repair the same with all reasonable speed.
- 10.4 Removal of Rubbish. In any event, upon the occurrence of damage or destruction, Tenant shall remove all rubbish, debris, merchandise, furniture, furnishings, equipment and other items of its personal property within five (5) days after receipt of written request by the Town.
- 10.5 Exception for Damage Caused by Tenant. In the event of damage caused by Tenant, as more specifically addressed in Article 9 of this Agreement, the provisions of Article 9 shall govern in any conflict between Article 9 and Article 10.
- 10.6 No Claim by Tenant. No compensation or claim shall be made by or allowed to Tenant by reason of any inconvenience or annoyance arising from the necessity of repairing portion of the Business Space other Town Property, however the necessity may occur.

## **ARTICLE 11 INDEMNIFICATION AND INSURANCE**

- 11.1 The Town's Liability. The Town shall not in any way be liable for any cost, liability, damage or injury, including cost of suit and reasonable expenses of legal services, claimed or recovered by any person whomsoever or whatsoever as a result of any operations, works, acts, sales, or omissions performed within the Business Space by Tenant, its agents, employees, guests, invitees, or contractors.
- 11.2 Indemnification by Tenant. Tenant covenants that it will indemnify and hold the Town harmless from all claims, demands, judgments, costs and expenses, including attorneys' fees, claimed or recovered (whether justly, unjustly, falsely, fraudulently or frivolously) by any person by reason of injury to or death of any individual person or persons, or by reason of damage to, destruction or loss of use of any property, directly or indirectly arising out of, resulting from, or occurring in connection with any operations, works, acts, or omissions or negligence of Tenant. As used herein, the terms "Tenant" and "the Town" includes the respective directors, officers, agents, employees, guests, invitees, and contractors of Tenant and the Town.

- 11.3 Tenant Insurance. Without limiting any of the Tenant's obligations hereunder, the Tenant may provide and maintain comprehensive liability insurance coverage or other coverage of the interior of the Business Space and its contents. The Town shall maintain insurance on the real property hereby leased.
- 11.4 Precautions Against Injury. The Tenant shall take all necessary precautions in performing the operations hereunder to prevent injury to persons and property.
- 11.5 No Waiver of Immunity. Nothing herein shall be construed as a waiver by the Town of any of the immunities, privileges and defenses available to it under the Colorado Governmental Immunity Act, as may be amended from time to time, or arising under common law.

## **ARTICLE 12 NO INTEREST IN REAL PROPERTY**

Tenant agrees that this Agreement constitutes merely a lease of the Business Space for a limited purpose and does not create or convey to Tenant any other interest in real property.

## **ARTICLE 13 NO ASSIGNMENT/SUBLET**

The Tenant shall not assign this Agreement, and shall not sublet or otherwise allow any person to take possession of all or any portion of the Business Space. Any transfer by operation of law of Tenant's interest created hereby, other than by merger or consolidation, must be approved in advance, in writing, by the Town.

## **ARTICLE 14 RIGHT OF THE TOWN TO ENTER, INSPECT, AND MAKE REPAIRS**

- 14.1 In General. The Town and its authorized officers, employees, agents, contractors and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption to Tenant's operation as is reasonably practicable) to enter upon any part of the Business Space for the following purposes:
- 14.1.1 To inspect such premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether Tenant has complied with and is complying with the terms and conditions of this Agreement with respect to such premises;
- 14.1.2 To perform or cause to be performed maintenance and make repairs and replacements; and
- 14.1.3 To make structural additions and alterations.

- 14.2 Obstruction by The Town. All entries made for the purposes enumerated above shall, except as otherwise provided in Article 10, Total or Partial Destruction, be without abatement of the Business Space Rental Fee or damage for any inconvenience. However, in the event any entry by the Town in the Business Space for the purpose of making repairs or alterations as provided for in Section 14.1.2 above (other than repairs necessitated as a result of damage by Tenant under Article 9) constitutes a substantial obstruction to and impairment of Tenant's right of use of such Business Space, then Tenant shall be entitled to a fair and just abatement of the Business Space Rental Fee for such premises during the period required by the Town to make such repairs.
- 14.3 Obstruction by Tenant. In the event that any personal property of Tenant shall obstruct the access of the Town, its officers, employees, agents or contractors, or a utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems, and thus shall interfere with the inspection, maintenance or repair of any such system, Tenant shall move such property, as directed by the Town or said utility company, in order that access may be had to the system or part thereof for inspection, maintenance or repair. If Tenant shall fail to so move such property after direction from the Town or said utility company to do so, the Town or the utility company may move it without liability for damage sustained in moving.
- 14.4 No Eviction or Abatement. Exercise of any or all of the foregoing rights in this Article, by the Town, or others under right of the Town, shall not be, nor be construed to be, an eviction of Tenant, nor be made the grounds for any abatement of the Business Rent nor any claim or demand for damages against the Town, consequential or otherwise.

## **ARTICLE 15**

### **DEFAULT, RIGHTS OF TERMINATION**

- 15.1 Default by Tenant. Time of payment and performance is of the essence in this Agreement. Tenant shall be in default under this Agreement upon the occurrence of any one or more of the following events:
- 15.1.1 Tenant's failure to pay rent by the due date. Tenant's failure to pay any other fee or other charge when due to the Town and within five (5) working days after notice from the Town of such non-payment.
- 15.1.2 Tenant's assignment of any right hereunder, or attempt to sublet the Business space, in violation of Article 13.
- 15.1.3 Tenant's failure to perform, keep or observe any of the terms, covenants or conditions of this Agreement and to cure or remedy such failure within five (5) working days after notice from the Town of such failure.

- 15.1.4 The filing by Tenant of a voluntary petition in bankruptcy, the filing of an involuntary petition in bankruptcy against Tenant, the taking of possession of all or substantially all of Tenant's assets pursuant to proceedings brought under the provisions of any federal reorganization act or the appointment of a receiver of all or substantially all of Tenant's assets and the failure of Tenant to secure the return of such assets and/or the dismissal of such proceeding within (90) days after the filing.
- 15.1.6 The abandonment for a period of ten (10) days by Tenant of the conduct of its services and operations during the term of this Agreement.
- 15.1.7 The assignment by Tenant of its assets for the benefit of creditors.
- 15.1.8 The death or disability of the Tenant or a principal of the Tenant.
- 15.1.9 Any other breach of this Agreement.
- 15.2 The Town's Remedies On Default.
  - 15.2.1 In the event of a default by Tenant, the Town may terminate this Agreement by notice in writing to Tenant. In the alternative, the Town may elect to keep the Agreement in force and work with Tenant to cure the default. If this Agreement is terminated, Tenant's liability to the Town for damages and fees, including but not limited to the Monthly Rental Fee, shall survive the termination, and the Town may re-enter, take possession of the Business Space, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.
  - 15.2.2 Following re-entry or abandonment, the Town may make arrangements for use of the Business Space by others, and in that connection may make any suitable alterations or refurbish the Business Space, but the Town shall not be required to make such arrangement for any use or purpose.
- 15.3 Rights and Remedies Reserved. It is understood and agreed that any rights and remedies reserved pursuant to this Article are in addition to any other rights or remedies the Town may have pursuant to this Agreement or to applicable law to seek judicial enforcement, damages or any other lawful remedy.

## **ARTICLE 16**

### **MISCELLANEOUS PROVISIONS**

- 16.1 Cumulative Rights. All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other or of any other remedy available to the Town, or Tenant, at law or in equity, and the exercise of any

remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

- 16.2 Non-Waiver. The failure by either party to exercise any right or rights accruing to it by virtue of the breach of any covenant, condition, or agreement herein by the other party shall not operate as a waiver of the exercise of such right or rights in the event of any subsequent breach by such other party, nor shall such other party be relieved thereby from its obligations under the terms hereof.
- 16.3 Non-liability of Individuals Other Than Tenant. With the exception of Tenant, no director, officer, agent, or employee of either party hereto shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement because of any breach thereof, or because of its or their execution or attempted execution of the same.
- 16.4 Limitation On Use. Tenant shall not use, or permit the use of the Business Space, or any part thereof, for any purpose or use other than those authorized by this Agreement. Neither shall Tenant permit nor suffer any disorderly noise or nuisance whatsoever about the Business Space, or other Town Property.
- 16.5 Governing Law. This Agreement shall be performable and enforceable in the Town of Grand Lake, Colorado, and shall be construed in accordance with the laws of the State of Colorado.
- 16.6 Benefits. This Agreement is made for the sole and exclusive benefit of the Town and the Tenant and is not made for the benefit of any third party.
- 16.7 Construction. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.
- 16.8 Successors and Assigns. All covenants, stipulations and agreements in this Agreement shall extend to and bind each party hereto, its legal representatives, successors and assigns. This provision does not render the Agreement assignable, as assignment is governed by Article 13.
- 16.9 Headings. The titles of the several articles of this Agreement are inserted herein for convenience only, and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.
- 16.10 Entire Agreement. This Agreement, which is the entire agreement between the parties hereto, supersedes all prior agreements, understandings, warranties or promises between

the parties hereto, whether written, spoken or implied from the conduct of the parties hereto.

- 16.11 Severability. In the event any covenant, condition or provision of this Agreement is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way affect any of the other covenants, conditions or provisions of this Agreement, provided that the invalidity of any such covenant, condition or provision does not materially prejudice either the Town or Tenant in his or its respective rights and obligations under the valid covenants, conditions or provisions of this Agreement.
- 16.12 Surrender of Possession. Upon the expiration of this Agreement or its earlier termination as herein provided, Tenant shall remove all of its property from the Business Space and all other Town property and surrender entire possession of its rights to the Town and its improvements in accordance with Section 9 above, unless this Agreement is renewed or replaced.
- 16.14 The Town Representative. The Town designates Town Manager or his/her designee, as its representative who shall make, within the scope of his authority, all necessary and proper decisions with reference to this Agreement. All requests for contract interpretations, amendments, and other clarifications or instructions shall be directed to the Town Representative. The representative may be changed by written notification to the Tenant.
- 16.15 Notices. Notices permitted or required to be given under this Agreement shall be in writing and shall be deemed given upon personal delivery or upon deposit in the United States Mail, certified, return receipt requested, postage fully prepaid, addressed as follows or to such other address as the parties may designate from time to time by notice given in accordance with this Section:

To Tenant: Sarah Chabot Massage Therapy  
PO Box 54  
Grand Lake, CO 80447

To the Town: Town of Grand Lake  
Attention: Town Manager  
PO Box 99  
Grand Lake, CO 80447

Copy To: Scott Krob, Town Attorney  
Krob Law Office, LLC  
8400 E. Prentice Ave., Penthouse  
Greenwood Village, CO 80111

- 16.16 Paragraph Headings. Paragraph headings contained herein are for convenience and reference, and are not intended to define or limit the scope of any provisions of this Agreement.
- 16.17 Force Majeure. Neither the Town nor the Tenant shall be deemed in violation of this Agreement if prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of energy or materials, acts of God or nature, act of public enemy, acts of superior governmental authority, weather conditions, rights, rebellion, sabotage or any other circumstances that are not within its control.
- 16.18 No Limitation On General Powers. Nothing in this Agreement shall be construed as in any way limiting the general powers of the Town to fully exercise their governmental functions or their obligations under any bond covenants or federal, state or local laws rules or regulations.
- 16.19 No Relationship. Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of employer and employee, principal and agent or a partnership or a joint venture between the parties hereto. The Town shall not be responsible for any debts or obligations whatsoever of Tenant.
- 16.21 Survival. To the extent necessary to carry out all of the terms and provisions hereof, the aid terms, obligations, and rights set forth herein required shall survive and shall not be affected by the expiration or termination of this agreement.

**Town of Grand Lake**

By Jim White, Town Manager

2/28/2019

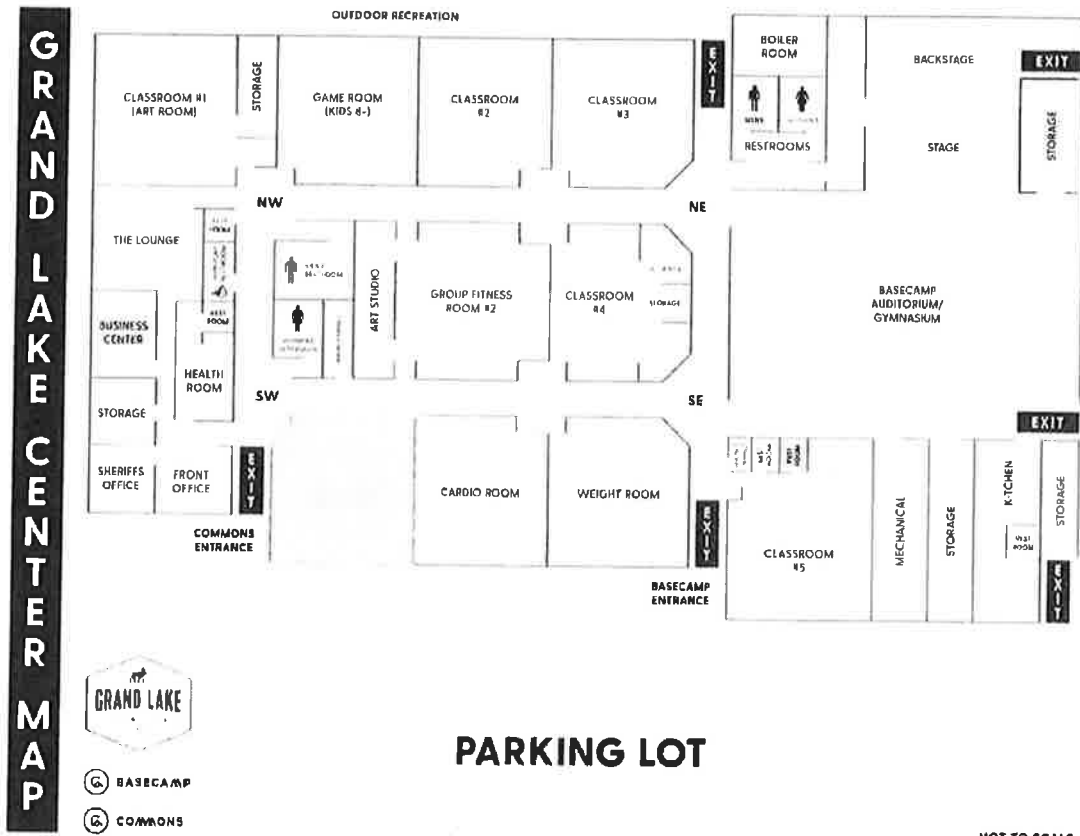
**TENANT**

Sarah Chabot, Owner

2/28/19



## EXHIBIT A



## LEASE AGREEMENT

**THIS LEASE AGREEMENT** hereinafter called the "Agreement", is made and entered into as of the 6th day of September, 2016, by and, between the **TOWN OF GRAND LAKE, COLORADO**, hereinafter "Town", a Colorado statutory municipality and Margaret Watts, doing business as Margaret Arts, hereinafter "Tenant."

### WITNESSETH:

**WHEREAS**, the Town is the owner of certain real property and improvement thereon located at 301 Marina Drive, Grad Lake, CO 80447, commonly known as the Grand Lake Center; and

**WHEREAS**, the Town desires to lease a portion of the real property and/or improvements to Tenant to permit Tenant to operate an Art Studio business.

**NOW THEREFORE**, in consideration of the mutual obligations and other consideration set forth herein, the parties agree as follows:

### ARTICLE 1 Art Studio SPACE

- 1.1 Identification of Art Studio Space. For the purposes of this Agreement, the term "Art Studio Space" shall mean the area of the real property and/or improvements depicted on Exhibit A attached hereto and incorporated herein by reference:

Designated as [room or suite number] and consisting of approximately 200 square feet

- 1.2 Definition of Art Studio Operations. For purposes of this Agreement, the term "Art Studio Operations" shall mean the offering of "creating art on canvas to sell on line."

### ARTICLE 2 TENANT'S DUTIES WITH RESPECT TO THE Art Studio

- 2.1 In General. Subject to other limitations expressed in this Agreement, the Town grants to Tenant the right, duty, and obligation to exclusive lease and use of the Art Studio Space in conjunction with Art Studio Operations, and for no other purpose in such spaces.
- 2.2 Restriction On Items Offered For Sale. Tenant shall not offer art for sale on the premises.

- 2.3 Compliance With Applicable Laws And Directives. The Tenant agrees to comply fully with all applicable state and federal laws and regulations, local laws and regulations, and Town of Grand Lake municipal ordinances.

### **ARTICLE 3 RIGHTS OF INGRESS AND EGRESS**

- 3.1 In General. The Tenant shall have the right of ingress and egress to and from the Art Studio Space for Tenant's employees, agents and invitees to the extent reasonably necessary in connection with the conduct of Tenant's business under this Agreement. Areas designated as restricted areas by the Town will be excluded. Access via keys, etc. will be provided to employees designated in writing by the Tenant, and Tenant assumes all responsibility and liability associated with actions of those individuals named.
- 3.2 Closures. The Town may, at any time, temporarily or permanently, close or consent to or request the closing of any roadway or any other way at, in, or near the real property, presently or hereafter used as such, so long as reasonable and safe means of ingress and egress remains available to Tenant.

### **ARTICLE 4 UNDERTAKINGS OF TENANT**

- 4.1 Service. Tenant agrees:
- 4.1.1 The Tenant shall furnish and pay for all equipment, except as otherwise provided by the Town pursuant to Article 8, all goods, labor, transportation, supervision, and services necessary to conduct Art Studio Operations in accordance with this Agreement.
- 4.2 Days and Hours Of Operation.
- The days and hours of Operation for Art Studio Operations are restricted to the following:
- 8am-7pm
- 7 Days per week
- 4.3 Tenant Personnel. Tenant shall control the conduct and demeanor of its agents, independent contractors, employees, guests and invitees. Upon objection from the Town concerning the conduct or demeanor of any such person, the Tenant shall immediately take all lawful steps to remove the cause of the objection.

- 4.4 Physical Interference. Tenant shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewage system, fire protection system, sprinkler system, alarm system, and fire hydrants and hoses, if any, installed or located in the Art Studio Space or elsewhere on Town Property.
- 4.5 Taxes. Town agrees to pay all taxes on the real property hereby leased to Tenant. Tenant agrees to pay all local, state and federal social security, unemployment insurance, workers' compensation insurance, sales, use, personal property and other taxes, assessments and payments-in-lieu which, during the term of this Agreement or any extension hereof, may become a lien or which may be levied or charged by the federal government, State, County, the Town or other tax-levying body upon or with respect to the Art Studio Space, upon any taxable interest acquired by the Tenant in this Agreement, or any taxable possessory right which Tenant may have in or to the Art Studio Space or facilities or the improvements thereon, by reason of Tenant's occupancy or use thereof, or otherwise, as well as all taxes on taxable property, real or personal, owned by Tenant or taxes on Tenant's operations or activities in or about the Art Studio Space of elsewhere on Town Property. However, except as otherwise permitted by this Agreement, no charges, fees or taxes of any nature shall be imposed by the Town solely upon Tenant for exercising any right or privilege granted by the Town to Tenant in this Agreement with respect to the use of Art Studio Space. Nothing herein shall prevent Tenant from protesting, through due process, any taxes levied.
- 4.6 Licenses. Tenant agrees to obtain and pay for all licenses necessary in connection with its operation, including but not limited to, a Town business /sales tax license.

## **ARTICLE 5 TERM**

- 5.1 Period. The parties agree that the initial term of this Agreement shall be for a period of one year and shall commence on November 1, 2016 and shall expire on October 31, 2017. An additional month of November 1, 2017 through November 30, 2017 has been added as a stipulation of this contract with no monthly fee for that one month period. Thereafter, beginning December 1, 2017, the Agreement will renew automatically for one year periods unless at least 30 days prior to expiration of the one year term or any renewal term, either party provides written notice of their intent not to renew.
- 5.2 Termination. This Agreement may be terminated after the lease expires by either party, with or without cause, in the sole discretion of such terminating party by such terminating party serving written notice to the other party of the terminating party's intention to terminate the Agreement. Such written notice shall be provided no less than ten (10) days prior to the termination date. If this Agreement is terminated, Tenant's accrued liability to the Town arising under this Agreement prior to such termination shall survive the termination, and the Town may re-enter, take possession of the Art Studio Space and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.

- 5.3 Holding Over. In the event that the Tenant, or its successor in interest, if any, shall remain beyond the term set forth herein, although no right to remain is given by this Article, it is the intention of the parties and it is hereby agreed that a right of use from month-to-month shall then arise subject to all provisions and conditions of this Agreement in connection with such right, except that the Town shall have the sole right to determine reasonable fees for any holdover period. The lease may be terminated by either party during the hold over period upon 10 days written notice.

## **ARTICLE 6 RENT**

- 6.1 Art Studio Space Rental Fee. For the privilege of conducting the Art Studio Operations hereunder, and the exclusive use of the Art Studio Space, the Tenant shall pay to the Town a fee in an amount equal to Three Hundred Dollars (\$300.00) per month. Payment of Rental Fee is due and owed on the first day of each month.

Payments not made on the dates indicated will constitute a breach of the Agreement and may, in the discretion of the Town constitute a basis for terminating the Agreement. A late payment fee of Fifty Dollars (\$50.00) shall be assessed for any payment not received by the due date. Interest shall accrue at the rate of twelve percent (12%) per annum on all payments not received by the dates indicated.

- 6.2 Method of Payment. Payment for all fees under Article 6 shall be by check or money order payable to the order of "The Town of Grand Lake".

## **ARTICLE 7 UTILITIES, MAINTENANCE AND JANITORIAL DUTIES**

- 7.1 Utilities. The Town shall pay all charges for water, storm water, sewer, gas, trash collection, telephone, and electric services to the Art Studio Space.

- 7.2 Maintenance and Repair. The Tenant shall maintain and repair the Art Studio Space. The Town shall not in any way be liable to the Tenant for failure to make repairs as herein specifically required of it unless the Tenant has previously notified the Town in writing of a need for such repairs, and the Town has failed to commence and complete said repairs within a reasonable period of time following receipt of the Tenant's written notification.

- 7.2.1 The Tenant shall neither hold nor attempt to hold the Town liable for any injury or damage, either approximate or remote, occasioned through or caused by defective electrical wiring or the breaking or stoppage of plumbing or sewage upon the Art Studio Space, whether said breakage or stoppage results from freezing or otherwise.

- 7.3 Cleaning and Janitorial. The Tenant shall keep the Art Studio Space, its fixtures, and all areas used in good sanitary condition as required by the ordinances, resolutions, statutes and health, sanitary and police regulations of the Town of Grand Lake and State of Colorado and policies of the Town.

7.3.1. The Tenant is responsible for the ongoing cleanliness of the Art Studio Space in order to provide a clean and orderly appearance for the public.

## **ARTICLE 8 ACCEPTANCE OF PREMISES AND TRADE FIXTURES**

- 8.1 Acceptance. On the date of commencement of the Tennant's occupancy of the Art Studio Space, Tenant shall acknowledge that it accpets the Art Studio Space as well as any Town equipment and fixtures "AS IS".
- 8.3 Installation Of Equipment And Trade Fixtures. No equipment, trade fixtures, signs or other personal property used by Tenant in its business, whether or not attached to the Town Property or any improvements thereon, shall be installed without the prior written approval of the Town.
- 8.4 Removal Of Equipment And Trade Fixtures. Tenant shall have the right at any time during the term of this Agreement or upon termination and within ten (10) days thereafter, to remove all personal property such as trade fixtures, equipment and other personal property, but subject to any valid lien the Town may have thereon for unpaid portions of the Art Studio Space Rental Fee pursuant to Article 6 or any other amounts due from Tenant to the Town pursuant to the provisions of this Agreement, Town ordinances, or otherwise. No fixtures or other property shall be removed if such removal will result in damage to the property of the Town. Any property not so removed by Tenant upon termination as provided in this Section shall become a part of the realty on which it is located and title thereto shall vest in the Town.
- 8.5 Title To Improvements. No improvements shall be made to the Art Studio Space without the prior written approval of the Town. Upon installation or erection of Improvements, such Improvements shall become a part of the realty upon which they are erected and title thereto shall vest in the Town, unless the parties agree otherwise in writing and in advance of such installation. Upon vesting, the Improvements become part of the Art Studio Space and are subject to the terms applicable to the Art Studio Space within this Agreement.

- 8.6 Conformance with Applicable Laws. All improvements and all trade fixtures, equipment or other personal property installed by Tenant shall be subject to and conform in all respects to the applicable statutes, ordinances, building codes, rules and regulations of all governmental agencies which have jurisdiction over such matters.

## **ARTICLE 9 DAMAGE BY TENANT**

The Tenant shall be liable for and shall repair, replace or cause to be repaired or replaced within five (5) days after occurrence, any damage to Town Property, including the Art Studio Space, or to the Town's property, equipment and fixtures caused by Tenant, Tenant's agents, employees, independent contractors working at Tenant's direction, or anyone else acting under Tenant's direction and control, ordinary wear and tear excepted. All repairs or replacements shall be made promptly and when necessary and shall be in a quality and of a class at least equal to the original. If the damage for which Tenant is liable is to the Art Studio Space, Tenant shall continue to be liable for the \$300/mo. Rental Fee and all other charges provided for in this Agreement, even if the Art Studio Space has been rendered untenable or unusable.

Tenant shall deposit with the Town a security deposit in the amount of Two Hundred Dollars (\$200). At the end of the lease, the security deposit will be returned to the Tenant after deductions for unpaid Rent, Utilities, and damage to the Art Studio Space, other than ordinary wear and tear. The Tenant shall not use the deposit at any time for payment of Rent, but instead, should Tenant fail to pay amounts due upon termination or breach of the Agreement, the Town may at its option use the security deposit to satisfy any portion of the amounts owed. However, the use of the security deposit shall not limit the ability of the Town to recover any damages in excess of the security deposit amount.

## **ARTICLE 10 TOTAL OR PARTIAL DESTRUCTION**

- 10.1 Art Studio Space Or Other Major Component Rendered Untenable. In case, during the term of this Agreement, the Art Studio Space, or other related part of Town Property, shall be destroyed or shall be so damaged by fire, flood, or other casualty so as to be rendered untenable or unusable as determined by the Town:

10.1.1 Then, in such event, at the option of the Town, the term hereby created shall cease, and this Agreement shall become null and void from the date of such determination, and Tenant shall immediately surrender the Art Studio Space and his/her/its interest therein to the Town; provided, however, that the Town or Tenant shall exercise such option to so terminate this Agreement by notice, in writing, delivered to the other party within thirty (30) days after the Town's determination of untenability or non-usability.

- 10.1.2 In the event the Town elects not to exercise its option in 10.1.1 and terminate this Agreement, this Agreement shall continue in full force and effect; and the Town shall repair the Art Studio Space, excluding improvements or equipment, signs, trade fixtures, or other personal property installed by Tenant, with all reasonable speed, placing the same in as good condition as it was at the time of the damage or destruction.
- 10.2 Art Studio Space Only Untenantable. In the event of destruction rendering only the Art Studio Space untenantable or non-usable through no fault of the Town or the Town's agents or employees, the Town shall endeavor, but not be obligated, to make substitute premises available for Tenant's use.
- 10.3 Components Tenantable. If the Art Studio Space shall be only injured by fire, flood, or the elements to such extent so as not to render the same untenantable and unfit for use and occupancy, the Town shall repair the same with all reasonable speed.
- 10.4 Removal Of Rubbish. In any event, upon the occurrence of damage or destruction, Tenant shall remove all rubbish, debris, merchandise, furniture, furnishings, equipment and other items of its personal property within five (5) days after receipt of written request by the Town.
- 10.5 Exception For Damage Caused By Tenant. In the event of damage caused by Tenant, as more specifically addressed in Article 9 of this Agreement, the provisions of Article 9 shall govern in any conflict between Article 9 and Article 10.
- 10.6 No Claim By Tenant. No compensation or claim shall be made by or allowed to Tenant by reason of any inconvenience or annoyance arising from the necessity of repairing portion of the Art Studio Space other Town Property, however the necessity may occur.

## ARTICLE 11 INDEMNIFICATION AND INSURANCE

- 11.1 The Town's Liability. The Town shall not in any way be liable for any cost, liability, damage or injury, including cost of suit and reasonable expenses of legal services, claimed or recovered by any person whomsoever or whatsoever as a result of any operations, works, acts, sales, or omissions performed within the Art Studio Space by Tenant, its agents, employees, guests, invitees, or contractors.



- 11.2 Indemnification By Tenant. Tenant covenants that it will indemnify and hold the Town harmless from all claims, demands, judgments, costs and expenses, including attorneys' fees, claimed or recovered (whether justly, unjustly, falsely, fraudulently or frivolously) by any person by reason of injury to or death of any individual person or persons, or by reason of damage to, destruction or loss of use of any property, directly or indirectly arising out of, resulting from, or occurring in connection with any operations, works, acts, or omissions or negligence of Tenant. As used herein, the terms "Tenant" and "the Town" includes the respective directors, officers, agents, employees, guests, invitees, and contractors of Tenant and the Town.
- 11.3 Tenant Insurance. Without limiting any of the Tenant's obligations hereunder, the Tenant may provide and maintain comprehensive liability insurance coverage or other coverage of the interior of the Art Studio Space and its contents. The Town shall maintain insurance on the real property hereby leased.
- 11.4 Precautions Against Injury. The Tenant shall take all necessary precautions in performing the operations hereunder to prevent injury to persons and property.
- 11.5 No Waiver of Immunity. Nothing herein shall be construed as a waiver by the Town of any of the immunities, privileges and defenses available to it under the Colorado Governmental Immunity Act, as may be amended from time to time, or arising under common law.

## **ARTICLE 12 NO INTEREST IN REAL PROPERTY**

Tenant agrees that this Agreement constitutes merely a lease of the Art Studio Space for a limited purpose and does not create or convey to Tenant any other interest in real property.

## **ARTICLE 13 NO ASSIGNMENT/SUBLET**

The Tenant shall not assign this Agreement, and shall not sublet or otherwise allow any person to take possession of all or any portion of the Art Studio Space. Any transfer by operation of law of Tenant's interest created hereby, other than by merger or consolidation, must be approved in advance, in writing, by the Town.

## **ARTICLE 14 RIGHT OF THE TOWN TO ENTER, INSPECT, AND MAKE REPAIRS**

- 14.1 In General. The Town and its authorized officers, employees, agents, contractors and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption to Tenant's operation as is reasonably practicable) to enter upon any part of the Art Studio Space for the following purposes:

- 14.1.1 To inspect such premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether Tenant has complied with and is complying with the terms and conditions of this Agreement with respect to such premises;
- 14.1.2 To perform or cause to be performed maintenance and make repairs and replacements; and
- 14.1.3 To make structural additions and alterations.
- 14.2 Obstruction By The Town. All entries made for the purposes enumerated above shall, except as otherwise provided in Article 10, Total or Partial Destruction, be without abatement of the Art Studio Space Rental Fee or damage for any inconvenience. However, in the event any entry by the Town in the Art Studio Space for the purpose of making repairs or alterations as provided for in Section 14.1.2 above (other than repairs necessitated as a result of damage by Tenant under Article 9) constitutes a substantial obstruction to and impairment of Tenant's right of use of such Art Studio Space, then Tenant shall be entitled to a fair and just abatement of the Art Studio Space Rental Fee for such premises during the period required by the Town to make such repairs.
- 14.3 Obstruction By Tenant. In the event that any personal property of Tenant shall obstruct the access of the Town, its officers, employees, agents or contractors, or a utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems, and thus shall interfere with the inspection, maintenance or repair of any such system, Tenant shall move such property, as directed by the Town or said utility company, in order that access may be had to the system or part thereof for inspection, maintenance or repair. If Tenant shall fail to so move such property after direction from the Town or said utility company to do so, the Town or the utility company may move it without liability for damage sustained in moving.
- 14.4 No Eviction Or Abatement. Exercise of any or all of the foregoing rights in this Article, by the Town, or others under right of the Town, shall not be, nor be construed to be, an eviction of Tenant, nor be made the grounds for any abatement of the Art Studio Rent nor any claim or demand for damages against the Town, consequential or otherwise.

## **ARTICLE 15**

### **DEFAULT, RIGHTS OF TERMINATION**

- 15.1 Default by Tenant. Time of payment and performance is of the essence in this Agreement. Tenant shall be in default under this Agreement upon the occurrence of any one or more of the following events:

- 15.1.1 Tenant's failure to pay rent by the due date; i.e., Tenant's failure to pay any other fee or other charge when due to the Town and within five (5) working days after notice from the Town of such non-payment.
- 15.1.2 Tenant's assignment of any right hereunder, or attempt to sublet the Art Studio space, in violation of Article 13.
- 15.1.3 Tenant's failure to perform, keep or observe any of the terms, covenants or conditions of this Agreement and to cure or remedy such failure within five (5) working days after notice from the Town of such failure.
- 15.1.4 The filing by Tenant of a voluntary petition in bankruptcy, the filing of an involuntary petition in bankruptcy against Tenant, the taking of possession of all or substantially all of Tenant's assets pursuant to proceedings brought under the provisions of any federal reorganization act or the appointment of a receiver of all or substantially all of Tenant's assets and the failure of Tenant to secure the return of such assets and/or the dismissal of such proceeding within (90) days after the filing.
- 15.1.6 The abandonment for a period of ten (10) days by Tenant of the conduct of its services and operations during the term of this Agreement.
- 15.1.7 The assignment by Tenant of its assets for the benefit of creditors.
- 15.1.8 The death or disability of the Tenant or a principal of the Tenant.
- 15.1.9 Any other breach of this Agreement.
- 15.2 The Town's Remedies On Default.
  - 15.2.1 In the event of a default by Tenant, the Town may terminate this Agreement by notice in writing to Tenant. In the alternative, the Town may elect to keep the Agreement in force and work with Tenant to cure the default. If this Agreement is terminated, Tenant's liability to the Town for damages and fees, including but not limited to the Three Hundred Dollar (\$300/mo.) Rental Fee, shall survive the termination, and the Town may re-enter, take possession of the Art Studio Space, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.
  - 15.2.2 Following re-entry or abandonment, the Town may make arrangements for use of the Art Studio Space by others, and in that connection may make any suitable alterations or refurbish the Art Studio Space, but the Town shall not be required to make such arrangement for any use or purpose.

- 15.3 Rights and Remedies Reserved. It is understood and agreed that any rights and remedies reserved pursuant to this Article are in addition to any other rights or remedies the Town may have pursuant to this Agreement or to applicable law to seek judicial enforcement, damages or any other lawful remedy.

## **ARTICLE 16**

### **MISCELLANEOUS PROVISIONS**

- 16.1 Cumulative Rights. All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other or of any other remedy available to the Town, or Tenant, at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.
- 16.2 Non-Waiver. The failure by either party to exercise any right or rights accruing to it by virtue of the breach of any covenant, condition, or agreement herein by the other party shall not operate as a waiver of the exercise of such right or rights in the event of any subsequent breach by such other party, nor shall such other party be relieved thereby from its obligations under the terms hereof.
- 16.3 Non-liability of Individuals Other Than Tenant. With the exception of Tenant, no director, officer, agent, or employee of either party hereto shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement because of any breach thereof, or because of its or their execution or attempted execution of the same.
- 16.4 Limitation on Use. Tenant shall not use, or permit the use of the Art Studio Space, or any part thereof, for any purpose or use other than those authorized by this Agreement. Neither shall Tenant permit nor suffer any disorderly noise or nuisance whatsoever about the Art Studio Space, or other Town Property.
- 16.5 Governing Law. This Agreement shall be performable and enforceable in the Town of Grand Lake, Colorado, and shall be construed in accordance with the laws of the State of Colorado.
- 16.6 Benefits. This Agreement is made for the sole and exclusive benefit of the Town and the Tenant and is not made for the benefit of any third party.
- 16.7 Construction. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

- 16.8 Successors and Assigns. All covenants, stipulations and agreements in this Agreement shall extend to and bind each party hereto, its legal representatives, successors and assigns. This provision does not render the Agreement assignable, as assignment is governed by Article 13.
- 16.9 Headings. The titles of the several articles of this Agreement are inserted herein for convenience only, and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.
- 16.10 Entire Agreement. This Agreement, which is the entire agreement between the parties hereto, supersedes all prior agreements, understandings, warranties or promises between the parties hereto, whether written, spoken or implied from the conduct of the parties hereto.
- 16.11 Severability. In the event any covenant, condition or provision of this Agreement is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way affect any of the other covenants, conditions or provisions of this Agreement, provided that the invalidity of any such covenant, condition or provision does not materially prejudice either the Town or Tenant in his or its respective rights and obligations under the valid covenants, conditions or provisions of this Agreement.
- 16.12 Surrender of Possession. Upon the expiration of this Agreement or its earlier termination as herein provided, Tenant shall remove all of its property from the Art Studio Space and all other Town property and surrender entire possession of its rights to the Town and its improvements in accordance with Section 9 above, unless this Agreement is renewed or replaced.
- 16.14 The Town Representative. The Town designates Jim White, Town Manager or his/her designee, as its representative who shall make, within the scope of his authority, all necessary and proper decisions with reference to this Agreement. All requests for contract interpretations, amendments, and other clarifications or instructions shall be directed to the Town Representative. The representative may be changed by written notification to the Tenant.
- 16.15 Notices. Notices permitted or required to be given under this Agreement shall be in writing and shall be deemed given upon personal delivery or upon deposit in the United States Mail, certified, return receipt requested, postage fully prepaid, addressed as follows or to such other address as the parties may designate from time to time by notice given in accordance with this Section:

To Tenant: Margaret Arts  
Attention: Margaret Watts  
P. O. Box 1443  
Grand Lake, CO 80447

To the Town: Town of Grand Lake  
Jim White, Town Manager  
P.O. Box 99  
Grand Lake, CO 80447

Copy To: Scott Krob, Town Attorney  
Krob Law Office, LLC  
8400 E. Prentice Ave., Penthouse  
Greenwood Village, CO 80111

- 16.16 Paragraph Headings. Paragraph headings contained herein are for convenience and reference, and are not intended to define or limit the scope of any provisions of this Agreement.
- 16.17 Force Majeure. Neither the Town nor the Tenant shall be deemed in violation of this Agreement if prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of energy or materials, acts of God or nature, act of public enemy, acts of superior governmental authority, weather conditions, rights, rebellion, sabotage or any other circumstances that are not within its control.
- 16.18 No Limitation On General Powers. Nothing in this Agreement shall be construed as in any way limiting the general powers of the Town to fully exercise their governmental functions or their obligations under any bond covenants or federal, state or local laws rules or regulations.
- 16.19 No Relationship. Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of employer and employee, principal and agent or a partnership or a joint venture between the parties hereto. The Town shall not be responsible for any debts or obligations whatsoever of Tenant.
- 16.21 Survival. To the extent necessary to carry out all of the terms and provisions hereof, the aid terms, obligations, and rights set forth herein required shall survive and shall not be affected by the expiration or termination of this agreement.

**TOWN OF GRAND LAKE**

  
\_\_\_\_\_  
By Jim White, Town Manager

**TENANT**

  
\_\_\_\_\_  
Margaret Watts, Owner