Monday July 22, 2019 5PM – Grand Lake Town Hall

Statement of Purpose: Workshops are held in the afternoon prior to each regular Board of Trustees meeting. Workshops are conducted:
1. To assure that the Board members have adequate information and background to make informed decisions on various agenda items.
2. To provide the Trustees with a forum to frame emerging issues and to discuss potential alternatives to address these issues.
3. To learn about important events affecting the Town and to provide a chance for citizens to bring "for your information" items to the Trustees.
4. To make efficient and effective use of citizens’ time at Board meetings but allow citizens time to make their comments known in a recorded evening meeting.

Please turn cell phones off during the meeting. Be respectful and take personal conversations outside.

AGENDA

CALL TO ORDER

ROLL CALL

CONFLICTS OF INTEREST

DELEGATIONS
1) Captain Jon Hall – Headwaters Marina Updates
2) Darla Sidles & Kyle Patterson – Rocky Mountain National Park Annual Update – PowerPoint Presentation
3) Emily Hagen – Chamber of Commerce updates and discussion with Board Members (Page A2)

TOWN MANAGER UPDATE (Page A27)

DISCUSSIONS

TRUSTEE GENERATED TOPICS
1) Trustee Southway & Trustee Bruton – Request Executive Session in evening meeting to discuss Town Manager Recruitment Strategies and to discuss status of negotiations relating to the acquisition of property.

BOARD ACTION ITEMS FOR EVENING MEETING
1) Consideration to name the spur of Portal Road East of Haskel Street “Marv Fischer Lane or Avenue” – Mayor Pro-Tem Kudron
2) Consideration to direct staff and engineers to move forward with Streetscape design and correction of the grade in front of Grand Mountain Bank – Trustee Southway
3) Consideration to direct Public Works to create signage for corners of Grand Avenue, Pitkin Street and Garfield Street that states “No Vehicle Access to Lake” or similar verbiage – Mayor Pro-Tem Kudron

FYI TOPICS
1) Grand Lake Lodge Crawl Space Infiltration Summary of Findings – (N.S.) (Page A30)

*This meeting is open to the public and public input will be welcomed*

*Items attached to workshop agenda
#Items attached to evening agenda
Date: Thursday, July 18th, 2019

To: Mayor Peterson and Town Trustees

Cc: Emily Hagen, Executive Director, Grand Lake Chamber of Commerce

From: Greg Clifton, Interim Town Manager

RE: Background Materials for Worksession Discussion

Mayor, Trustees, the worksession during the Trustee meeting on July 22nd will be largely devoted to a discussion with the Grand Lake Chamber of Commerce. The intent is to have a dialogue with the Chamber on a myriad of topics related to the services provided by the Chamber, and its many volunteers, and the Town’s financial contributions in consideration of those services.

To help inform the discussion, attached are two agreements that currently exist between the Town and the Chamber. The first is a Lease Agreement, effective December 10, 2018, for the Visitors’ Center at Hwy 34 and West Portal Road. It is a two-year lease. The annual rent of $2,500, is withheld from the Town’s payment to the Chamber for operation of the Visitors’ Center. The scope and details of the operation of the Visitors’ Center are set forth in the second agreement, which is the 2019 Chamber Agreement, Part Two. That Agreement is dated January 14th, 2019, and is a one-year agreement.

In accordance with the terms set forth in Part Two, the Town agrees to share in the costs of the Chamber’s operation of the Visitors’ Center by allocating $32,732 from the General Fund, and $30,000 from the Nightly Rental Licenses.

Part One of the Chamber Agreement references the Chamber’s services related to advertising, promotion of existing events, and marketing. These services are provided in consideration of the Town’s payment of $38,000.

The aggregate amount allocated for all of the services combined is $100,732. Subtracting the above-mentioned annual rent for the Visitors’ Center, that amount is $98,232.

In accordance with the terms of Part One, the Chamber agrees to present quarterly reports for review and comment by the Town Board of Trustees. These presentations should occur in April, July, October, and January. The worksession discussion should fulfill the quarterly report requirement for July.
It is intended that the dialogue with the Chamber be informative and constructive, with discussion about marketing efforts, marketing trends, visitation numbers, finances, operation of the Visitors’ Center, and related items.

With the recent Buffalo Days event, the discussion could also include a timely recap of that particular event, with particular focus upon the efforts by both the Town and the Chamber to reduce the safety issues related to the water zone.

It is noted that the Chamber, pursuant to the Part One agreement referenced above, provides the “promotion” of events, and is not obligated to coordinate or manage specific events. That stated, it is obvious that much active involvement does occur by Chamber volunteers to help the success of the Buffalo Days event, and other events like it. Please see the attached Member Information update as provided by the Chamber on July 17th.

The working relationship between the Town, as local government, and the Chamber, as a non-profit service organization that promotes our community and represents our local businesses, is paramount. In a nutshell, the Town provides infrastructure and financial support, and the Chamber helps ensure a positive guest experience that is foundational to our visitor-based economy. With our limited resources, our short summer season, and our high reliance upon volunteerism, it is a relationship that needs to be constantly cultivated to ensure beneficial outcomes for the Grand Lake community.
LEASE AGREEMENT

THIS AGREEMENT is amended, and entered into this 10th day of December, 2018 by and between the Town of Grand Lake (“the Town”) and the Grand Lake Chamber of Commerce (“the Chamber”)

ARTICLE 1.0 - RECITALS AND PURPOSE

The Town is the owner of the real property upon which is commonly referred to as the Visitor’s Center, located at the intersection of Highway 34 and West Portal Road, 14700 Highway 34, Grand Lake.

1.2 The Chamber has requested permission to lease the Town’s building described above for use as a Visitor’s Center. This building is referred to herein as “the Leased Premises”.

1.3 The Town has determined that leasing of said premises to the Chamber would serve a valid public purpose, by providing a Visitor’s Center in the Grand Lake area.

1.4 The Town has determined that it is appropriate and in the interest of the Town and its residents that this facility be used as a Visitor’s Center in the Grand Lake area.

1.5 The Town and Chamber desire to confirm their understanding and agreement concerning the Leased Premises all as more fully provided below.

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

ARTICLE 2.0 - DEMISE

2.1 For and in consideration of the performance of the covenants and agreement herein contained to be kept and performed by the Parties:

a. The Town hereby leases to the Chamber and the Chamber hereby leases from the Town the Leased Premises subject to all land use and building and zoning plans, codes, resolutions and regulations; and subject to all reservations, exceptions, restrictions, covenants and easements of record or visible.

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2.2 The Chamber agrees to accept the Leased Premises “as is”; and the Town makes no warranty or representation, express or implied, with respect to the merchantability, condition, quality, design, operation, fitness for a particular purpose, or workmanship of the Leased Premises, in any respect whatsoever.

2.3 The Town agrees to provide water service to the premises at no cost to the Chamber. The Chamber agrees to be responsible for all other utility costs.

ARTICLE 3.0 - TERM AND TERMINATION

3.1 The term of this Lease shall be for a period of two (2) years, commencing December 10, 2018 and ending at midnight on December 9, 2020, unless this Lease shall be sooner terminated in accordance with the other provisions hereof.

3.2 The Town may terminate this Lease at any time upon not less than sixty (60) days written notice to the Chamber, if, in the Town’s judgment, such termination is necessary for the Town’s intended use of the Leased Premises, to permit the sale or transfer of the Leased Premises, or for any other reason deemed appropriate by the Town.

3.3 The Chamber may terminate this Lease at any time upon not less than sixty (60) days written notice to Town, if, in the Chamber’s judgment, such termination is deemed appropriate by the Chamber.

ARTICLE 4.0 - RENT

4.1 So long as the Chamber is not in default under this Lease and the Lease has not been terminated, it may occupy the Leased Premises for Two-Thousand Five Hundred Dollars ($2,500) per year, which shall be withheld from the Chamber’s first quarter payment as outlined in the annual Service Agreement. The Town shall account for these funds separately, and they shall be used as maintenance contingency for any repair that exceeds Five-Hundred Dollars ($500). If such funds have not been expended for maintenance by the end of the Town’s fiscal year, then such funds shall be deposited into the Town general fund.

4.2 If the Chamber shall be in default hereunder or if the Chamber holds over after the expiration or termination of this Lease, then rent shall accrue at the rate of Two Thousand Dollars ($2,000) per month, for each month or portion thereof from the date of the default or holding over occurs until the default is cured, or the lease is terminated, or the Chamber vacates the Leased Premises.
ARTICLE 5.0 - USE OF LEASED PREMISES; RESERVATION BY THE TOWN

5.1 The Chamber may occupy and use the Leased Premises for the operation of the Visitor's Center and other Chamber related office needs. No other uses of the Leased Premises shall be permitted without the advance written consent of the Town.

5.2 All unfinished areas, which is currently the majority of the bottom floor of the Visitor's Center, shall be used only for storage, and shall not be open to the public under any circumstances prior to the area being finished in accordance with Section 6.2 below.

5.3 The Town reserves the right to enter upon the Leased Premises at any reasonable time to inspect the premises, to show them to prospective purchasers, or for any other purpose deemed appropriate by the Town, so long as the exercise of such right of entry does not unreasonably interfere with the Chamber's use of the Leased Premises.

5.4 The Town reserves the right to store anything that it deems desirable or necessary in the Leased Premises, as long as the storage of same does not unreasonably interfere with the Chamber's use of the Leased Premises.

5.5 The Town reserves the right to use the leased premises for various Town meetings or functions with prior notification to the Chamber, so long as the exercise of such right of use does not unreasonably interfere with the Chamber's use of the Leased Premises.

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

6.1 The Chamber covenants and agrees:

1. Not to commit or permit the commission by others of any waste upon the Leased Premises; and

2. Not to remove or allow any other person to remove any improvements or fixtures of any kind from the Leased Premises without the Town's prior written consent.

3. To maintain the Leased Premises in a neat and orderly condition and to not allow trash or other items to accumulate at the site outside of secured

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receptacles or to be blown from the site.

4. That all maintenance and repairs shall be the responsibility of the Chamber, except repairs due to faults in construction, which shall be the responsibility of the Town as the owner of the premises.

5. That the premises will be routinely cleaned at the Chamber’s sole expense, including professional carpet cleaning at least twice per year, and will provide receipts as proof of same.

6. That upkeep of all landscaping features onsite shall be the responsibility of the Chamber.

7. That prior to turning leased premises back over to the Town, the Town shall make a list of all repairs to be made prior to taking over possession. All repairs will be made and the building shall be thoroughly cleaned and painted as necessary, to the satisfaction of the Town, at the sole cost of the Chamber.

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

ARTICLE 7.0 - TAXES

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

ARTICLE 8.0 - INDEMNIFICATION AND INSURANCE

8.1 The Town shall not be liable for any injury or damage to person or property as a result of any act or event occurring upon or arising from the Leased Premises during the term of this Lease, if it happens as a direct or indirect result of Chamber operations.
8.2 The Chamber agrees to indemnify and hold harmless the Town, its officers, agents, employees, insurers and/or self-insurance pools, from and against all liabilities, losses, claims, demands, damages and expenses, including reasonable attorney fees, incurred or suffered by the Town as a result of: (a) failure by the Chamber to perform any covenant required to be performed by the Chamber hereunder; (b) any accident, injury, or damage caused by, resulting from, arising out of or in any manner connected with the Chamber’s use of the Leased Premises; or (c) failure by the Chamber to comply with all requirements of any governmental authority.

8.3 The Chamber shall, at its expense, maintain property insurance upon the Leased Premises to the full replacement cost. If desired by the Chamber, the Chamber shall also obtain and pay for hazard insurance coverage on its personal property kept upon the Leased Premises.

8.4 The Chamber agrees to obtain and keep in force, at the Chamber’s expense, during the entire term of this Lease, such liability insurance as will fully protect the Chamber from claims under Worker’s Compensation and other employee benefit laws for bodily injury and death and for property damage that may arise out of the Chamber’s operation of the Leased Premises. The Chamber shall also maintain, at its expense a policy of comprehensive general public liability and property damage insurance, providing coverage of the Chamber and the Town for claims for damages for bodily injury, including wrongful death, as well as claims for property damages, which may arise from the ownership, maintenance, use or operation of the Leased Premises, whether or not the foregoing described use and activities be by the Chamber or by anyone directly or indirectly employed by the Chamber. Such insurance shall be maintained in amounts of not less than $1 million per occurrence and $2 million annual aggregate. The policy shall be endorsed to include the Town as additional insured and to provide that the coverage afforded under the policy shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. Such coverage shall be primary insurance, and any insurance carried by the Town or carried or provided through any insurance pool to which the Town belongs shall be excess and not contributory insurance to that provided by the Chamber. Upon the Town’s request, the Chamber shall promptly furnish the requesting entity with a certificate of insurance evidencing the insurance coverage required by this Paragraph.

8.5 Failure on the part of the Chamber to procure and maintain policies providing the required insurance coverage, conditions, and minimum limits provided in this Article shall constitute a material breach of this Agreement, for which the Town may immediately terminate this Agreement, or at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and

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all premiums in connection therewith, and all sums so paid by the Town shall be repaid by the Chamber upon demand.

8.6 The Parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as from time to time amended, or otherwise available to the Town or its officers, agents or employees.

ARTICLE 9.0 - ASSIGNMENT OR SUBLETTING

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

ARTICLE 10.0 - DEFAULT; REMEDIES

10.1 If the Chamber defaults in the performance of any of its obligations under this Lease, the Town may give written notice of such default to the Chamber. If the default is not cured in a timely manner, herein defined as what it takes to protect the property, or within thirty (30) days, whichever is less, after such written notice is given, the Town may elect to terminate this Lease by giving a further written notice of such termination to the Chamber. If such further notice is given, this Lease shall terminate on the date fixed in such notice as completely as if that were the date herein definitely fixed for expiration of the term of this Lease, and the Chamber shall then surrender the Leased Property to the Town.

10.2 No remedy conferred upon or reserved to the Town shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

10.3 If the Town defaults in the performance of any of its obligations under this Lease, the Chamber’s remedies shall be limited to specific performance and shall not include any claim for damages or other monetary relief.

ARTICLE 11.0 - NOTICE

11.1 Except as otherwise expressly provided herein, all notices required or permitted

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

To the Town: Town of Grand Lake
   Attn: Town Manager
   Post Office Box 99
   Grand Lake CO 80447

To the Chamber: Grand Lake Chamber of Commerce
   Attn: Executive Director
   Post Office Box 429
   Grand Lake, CO 80447-0057

ARTICLE 12.0 - MISCELLANEOUS PROVISIONS

12.1 This Lease shall be construed under and shall be governed by the laws of the State of Colorado. The District Court of Grand County shall have exclusive jurisdiction over any court action arising there from.

12.2 This Lease, when used in conjunction with the Service Agreement, embodies the entire agreement and understanding between the Parties relating to the subject matter hereof and may not be altered or amended except by a written document signed by both Parties and specifically referring hereto.

12.3 Except as otherwise expressly provided herein, this Lease and the rights and duties of the Town and the Chamber hereunder shall be binding upon and shall inure to the benefit of their respective successors and permitted assigns.

12.4 The parties acknowledge that the Town is a Colorado municipal corporation entitled to the benefits and protections of the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S., and by entering into this Lease the Town does not waive

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or relinquish in any manner its benefits and protections under the Act.

SIGNATURES APPEAR ON THE NEXT PAGE

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

TOWN OF GRAND LAKE

BY: [Signature]
James C. Peterson, Mayor

ATTEST:
[Signature]
Alayna Carrell, Town Clerk

GRAND LAKE CHAMBER OF COMMERCE

BY: [Signature]
Ali Ladefoged, President

ATTEST:
[Signature]
Jim Kroepfl, Treasurer

EXHIBIT 1
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2019 CHAMBER AGREEMENTS

PART ONE/AGREEMENT FOR MARKETING SERVICES

THIS AGREEMENT, dated this 14th day of January, 2019 is by and between the Town of Grand Lake, Colorado, a Colorado municipal corporation (Town) and the Grand Lake Area Chamber of Commerce, Inc., a Colorado nonprofit corporation (Chamber) for marketing services to promote tourism and in connection with the operation of the Grand Lake Visitors’ Center.

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

1) **Benefits to the Community.** The economy of the inhabitants and businesses of the Town relies substantially upon income from tourism and the promotion of tourism accrues to the general welfare of the community as a whole.

2) **Chamber Authority.** The Chamber was incorporated in 1946 for the purpose of promoting business and is a tax exempt organization under Section 501(c) (6) of the Internal Revenue Code of 1986 in addition to holding trademarks or trade names such as “Snowmobile Capital of Colorado” and “the Soul of the Rockies”.

3) **Town Authority.**
   a) The Town is authorized by statute to advertise and promote tourism.

   b) The Town is authorized to enter into contracts for the provision of municipal services pursuant to statute and the Colorado Constitution.

   c) The Town has the authority to collect Business License Fees and Peddlers, Solicitors and Transient Merchant Fees and may spend a portion of that revenue for community marketing purposes.

   d) The Town has the authority to collect Nightly Rental License Fees and may spend a portion of that revenue for community marketing purposes.
4) **Town and Chamber Relationship.**
   
a) In the past, the Town has, from time to time, provided limited funding of certain activities of the Chamber, e.g. marketing of the Town and operation of the Visitors’ Center.

   b) The Town has chosen to continue to assess Business License Fees and Peddlers, Solicitors and Transient Merchant Fees and has determined that it is reasonable to allocate $38,000 from such fees collected to fund certain marketing efforts of the Town and the Chamber as described below.

   c) The parties deem these fees necessary and desirable so that the agreed upon functions are carried out with the support of the business community.

5) **Term.** This agreement shall commence on January 1, 2019 and shall remain in effect for a period of one year, expiring on December 31, 2019.

6) **Obligations of the Town.**
   
a) The Town agrees to rotate a member of the Town Board of Trustees to serve alternately as liaison to the Board of Directors of the Chamber, as needed.

   b) The Town agrees to remit to the Chamber on a quarterly basis 25% of the annual allocation designated to the Chamber by the Town for fiscal year 2019 related to License Fees, Peddlers, Solicitors and Transient Merchants Fees collected by the Town, and General Fund Revenues, as specified in the approved 2019 Town budget. This money will be remitted by the Town after receiving a quarterly report from the Chamber provided the Town finds the report to be satisfactory in form, content, and results.

   c) The Town agrees to review this Agreement with the Chamber annually, prior to December 1st.

   d) The Town agrees to provide timely review and comment on documents submitted by the Chamber as required by this Agreement.

7) **Obligations of the Chamber.**
   
a) The Chamber agrees to adhere to the provisions of Town Code, Chapter 6, Article 4, and to all subsequent modifications and amendments thereof.

   b) The Chamber agrees to use all funding remitted by the Town to the Chamber to fund advertising, to promote existing events, to execute marketing of the Town and to operate the Visitors’ Center. Full financial transparency and reporting is expected.
c) The Chamber agrees that any costs or expenses exceeding the funding allocated by the Town in these agreements that relate in any manner to the operation of the Visitors' Center or performance of these Agreements shall be borne solely by the Chamber.

d) The Chamber agrees that any additional or future funding by the Town shall be subject to annual appropriation, to be made at the sole discretion of the Town.

e) The Chamber agrees to prepare a proposed **2019 Marketing Plan** and proposed marketing budget, subject to review and approval by the Town Board, to be effective **January 1, 2019**.

f) The Chamber agrees to carry out the 2019 Marketing Plan and diligently and faithfully perform in accordance with the terms thereof.

g) The Chamber agrees to comply with all provisions of the Service Agreement between the Town and the Chamber for Visitors' Center Operations, as set forth in Part Two.

h) The Chamber agrees to comply with all provisions of the Lease Agreement between the Town and the Chamber for the Visitors' Center.

i) The Chamber agrees to operate and maintain a website with current information.

j) The Chamber agrees to annually publish and distribute a Visitors' Guide/Vacation Planner digitally or in print.

k) The Chamber agrees to review this Agreement with the Town annually, prior to November 1st.

l) In January, April, July, and October, 2019, the Chamber agrees to submit and present quarterly reports for review and comment by the Town Board of Trustees. At a minimum, said quarterly reports shall include the following:

   i) Financial report(s) to address how Town funding has been expended on marketing services over the previous quarter and year-to-date.

   ii) Marketing report(s) to describe completed, ongoing, and upcoming marketing efforts.

   iii) Statistics on various other marketing efforts, including but not limited to Facebook activity and website activity.
m) **On or before January 14, 2019,** the Chamber agrees to submit to the Town Board of Trustees the following information for its review:

i) A list of the current Chamber officers.

ii) A copy of the current corporate filing with the Secretary of State showing the non-profit and good standing status of the corporation.

iii) A copy of the current insurance certificate.


v) The proposed 2019 Chamber budget, including the marketing budget.


n) Unless specifically indicated otherwise, in writing, all obligations of the Chamber shall be performed at the expense of and paid for by the Chamber.
PART TWO/AGREEMENT FOR VISITORS’ CENTER SERVICES

THIS AGREEMENT, dated this 14th day of January, 2019 is by and between the Town of Grand Lake, Colorado, a Colorado municipal corporation (Town) and the Grand Lake Area Chamber of Commerce, Inc., a Colorado nonprofit corporation (Chamber) to operate the Grand Lake Visitors’ Center:

1) Town and Chamber Relationship.
   a) The Chamber has successfully operated the Visitors’ Center for the past several years under a Service Agreement similar to this Agreement.
   b) The parties deem these fees necessary and desirable so that the agreed upon functions are carried out with support of the business community.

2) Visitors’ Center Operations.
   a) It is essential to the success of the promotion of tourism that there is a fully functional Visitors’ Center available to visitors.
   b) It is in the best interests of the Town and the Chamber to again contract to operate the Visitors’ Center according to the terms and conditions below.

3) Term. This agreement shall commence on January 1, 2019 and shall remain in effect through December 31, 2019. The Lease Agreement shall be reviewed prior to December 1, 2019 in consideration of renewal.

4) Obligations of the Town.
   a) The Town agrees to provide the Visitors’ Center to the Chamber as outlined in the Lease Agreement dated December 10, 2018 as authorized by Ordinance 07-2018, to be operated as both a Visitors’ Center and as Chamber offices.
   b) The Town agrees to plow the Visitors’ Center parking lots as part of its routine snow removal. Major arterials will always be a priority over this parking lot. At the Town’s discretion, some snow may need to be kept on site, and will likely be stored at the lower parking lot. At no time will the Town hand shovel any snow at the Visitors’ Center.
   c) The Town agrees to allow the Chamber to utilize the Town’s dumpster located on the site of the Public Works Shop to dispose of trash generated at the Visitors’ Center and Chamber Office. Furthermore, the Town agrees to empty the outside trash containers as
part of its regular schedule, with the understanding that the overall upkeep of the site is a Chamber responsibility and that from time to time, other Town responsibilities may take precedence over this function, leaving the duties of trash removal instead to Chamber staff and volunteers. If the Town determines that trash from the Chamber becomes an unfavorable situation, due to quantity, handling or otherwise, the Town may require the Chamber to provide trash disposal at the Chamber’s expense.

d) The Town agrees to share in the costs of operating the Visitors’ Center. For the budget year 2018, the Town agrees to pay $32,732 from undesignated General Fund revenues towards this goal. This money will be remitted quarterly by the Town after receiving a quarterly report from the Chamber provided the Town finds the report to be satisfactory as to form, content, and results.

e) The Town will allocate $30,000 in 2018 from its Nightly Rental License fees to be used by the Chamber for Visitors’ Center services.

f) The Town agrees to allow the use of accumulated maintenance contingency funds towards improvements to the basement of the Visitors’ Center. The Town and the Chamber will coordinate and agree on schedule, scope and budget of the work prior to starting any improvements.

5) Obligations of the Chamber.

a) The Chamber agrees to operate and staff the Visitors’ Center at least seven (7) days per week, and six (6) hours per day, during the Town’s busy season, herein defined as the day that Trail Ridge Road officially opens, until the day that Trail Ridge Road officially closes. At a minimum, these busy season hours shall begin Memorial Day weekend and run through Labor Day weekend, regardless of when Trail Ridge Road officially opens and closes. The Chamber agrees to be responsive to visitor needs regardless of the status of Trail Ridge Road.

b) The Chamber agrees to operate and staff the Visitors’ Center at least four (4) days per week, and four (4) hours per day, when Trail Ridge Road is closed for the season or as otherwise defined above, and also to staff the Visitors’ Center during special events or when the Town is otherwise busy, such as during the Thanksgiving and Christmas holiday seasons. Specifically, the Visitors’ Center shall be open the week of Thanksgiving, every day except Thanksgiving Day, Monday through Wednesday prior to Thanksgiving Day, and Friday through Sunday following Thanksgiving Day. The week before Christmas, the Visitors’ Center shall be open every day except Christmas Day, December 19 – 24. The Visitors’ Center shall re-open on the day following Christmas, and operate daily through
New Year’s Eve Day, December 26 - December 31. The Visitors’ Center will not be required to be open on Christmas Day and New Year’s Day.

c) The Chamber agrees to provide training for all staff and volunteers that work at the Visitors’ Center, to ensure a knowledgeable and pleasant Visitors’ Center workforce.

d) The Chamber agrees to track Visitors’ Center activity, including walk-ins, phone and e-mail inquiries.

e) The Chamber agrees to honor the lease of the Visitors’ Center from the Town.

f) The Chamber agrees to always keep the Visitors’ Center and surrounding site orderly and clean and in excellent condition as required by the Lease Agreement. Specifically, all trash and debris shall be policed, blemishes on/in the building shall be addressed promptly and appropriate preventative maintenance, minor repairs, carpet cleaning and other routine maintenance activities will be undertaken.

g) The Chamber agrees to maintain all landscaping in a manner that always reflects a positive image of the Town, with weeds pulled or sprayed, plants and flowers watered, etc.

h) The Chamber agrees to take on the duties of trash removal utilizing Chamber staff and volunteers when, from time to time, other Town responsibilities take precedence over this function and keep the Town from removing trash as described in 4(c) above.

i) The Chamber agrees to provide trash disposal at the Chamber’s expense when, at the discretion of the Town, the trash removal responsibilities described in 4(c) above become an unfavorable situation, due to quantity, handling or otherwise.

j) The Chamber agrees to shovel any and all snow not removed by the Town when plowing as described in 4(b) above.

k) The Chamber agrees to review this Agreement with the Town annually, no later than December 1st.

l) The Chamber agrees to use the undesignated General Fund revenues remitted by the Town to the Chamber to fund Visitors’ Center services. When remitted fees for Visitors’ Center services remain unspent at year’s end, the Chamber may reallocate those unspent funds towards marketing expenses.
m) The Chamber agrees that any costs or expenses exceeding the funding described above that relate in any manner to the operation of the Visitors’ Center or the Chamber’s performance of its obligation under this Agreement shall be borne solely by the Chamber.

n) The Chamber agrees that any additional or future funding by the Town shall be subject to annual appropriation, to be made at the sole discretion of the Town.

o) The Chamber agrees to provide crisis communication services at Incident Command in special circumstances such as fire, severe weather events, accidents, etc. These services may include, but are not limited to: coordinating with the Town, emergency services agencies and organizations and other agencies and organizations regarding uniform communication with the public; answering inquiries regarding the special circumstance; allowing the posting of maps, flyers and other relevant information in and near the Visitors’ Center; posting of information, photos, etc. on the Chamber website and social media outlets; and, dissemination of any other relevant information in any number of ways to assist in getting important information out to those who need it.

p) In January, April, July, and October, 2019, the Chamber agrees to submit and present quarterly reports for review and comment by the Town Board of Trustees. At a minimum, said quarterly reports shall include the following:

i) Financial report(s) to address how undesignated Nightly Rental License and General Fund monies have been expended on Visitors’ Center services over the previous quarter and year-to-date.

ii.) A report of statistics of Visitors’ Center activity described in 5(f) above. Data by month for the current year and multiple prior years will be included for comparison of seasonal and annual trends.

iii.) The effective date and the days/hours of operation for the busy season, as soon as the information is known, but no later than the effective date.

iv) The effective date and the days/hours of operation for the Trail-Ridge-Road-is-closed season, as soon as the information is known, but no later than the effective date.

q) Unless specifically indicated otherwise, in writing, all obligations of the Chamber shall be performed at the expense of and paid by the Chamber.

6) Default by the Chamber/Remedies.
a) If the Chamber defaults in the performance of any of its obligations under this Agreement, the Town may give written notice of such default to the Chamber. If the default is not cured within ten (10) days after such written notice is given, the Town may elect to terminate this Agreement by giving written notice of such termination to the Chamber. If such notice of termination is given, this Agreement shall terminate on the date fixed in such notice as completely as if that were the date herein definitely fixed for expiration of the term of this Agreement. The Chamber shall then surrender the Leased Property to the Town. When returned to the Town, the Leased Property shall be in the same or better condition as it existed at the time the Chamber took possession of it, except for ordinary wear and tear.

b) No remedy conferred upon or reserved to the Town shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

7) Default by the Town/Remedies

a) If the Town defaults in the performance of any of its obligations under this Agreement, the Chamber may give written notice of such default to the Town. If the default is not cured within ten (10) days after such written notice is given, the Chamber may elect to terminate this Agreement by giving written notice of such termination to the Town. If such notice of termination is given, this Agreement shall terminate on the date fixed in such notice as completely as if that were the date herein definitely fixed for expiration of the term of this Agreement. The Chamber shall then surrender the leased property to the Town. When returned to the Town, the Leased Property shall be in the same or better condition as it existed at the time the Chamber took possession of it, except for ordinary wear and tear.

b) The remedies available to the Chamber in the event of a default by the Town shall be limited to termination as described in subsection a) above, or an action for specific performance, but under no circumstances shall the Chamber's remedies include a claim against the Town for damages.

8) Future Appropriations. Nothing in these Agreements shall be construed as an obligation by the Town to provide an appropriation or approve a budget for services provided by the Chamber beyond the term hereof and in any event for no period greater than one year.

9) Compliance with Laws. In performing these Agreements, the Chamber shall comply with all applicable federal, state, county, municipal, local and other laws and regulations. In the event any law or regulation conflicts with the provisions of this Agreement, the stricter requirement shall control. The Chamber shall promptly notify the Town of any complaint, citation, order, or other
notice of non-compliance or alleged non-compliance with any law regarding these Agreements or which might affect the Town in any manner.

10) **Review Requirements.** By accepting the funds and assistance from the Town as provided herein, and entering into these Agreements, the Chamber agrees to make arrangements to conduct an audit of all monies received and expended in the 2019 fiscal year, prepared by an independent certified public accountant, independent registered accountant, or independent partnership of certified public accountants or registered accountants licensed to practice in the State of Colorado, and acceptable to the Town. For clarification, by “independent” it is intended that this firm is retained by the Chamber for the sole purpose of conducting an audit, and that the Chamber shall have no other dealings with such auditor during the year.

11) **Termination.** Either party may terminate these Agreements with or without cause at any time upon thirty (30) days written notice to the other party. Upon termination, the Town shall have no further obligation to provide funding to the Chamber, beyond the amounts budgeted by the Town as of the date of termination. Any such termination shall not relieve the Chamber of its obligations to fully account for all funds received by the Chamber from the Town through the date of termination, nor the obligation of the Chamber to provide all reports and information required by this agreement through the date of termination. Such accounting, reports, and information shall be provided to the Town within thirty (30) days of termination.

12) **Notice.** Except as otherwise expressly provided herein, all notices required or permitted under Section 8 and Section 9 of these Agreements shall be in writing and shall be delivered in person or sent by United States Postal Service certified mail, return receipt requested. If sent by mail, a notice shall be deemed to have been properly given when deposited in any post office, branch post office, or mail depository regularly maintained by the United States Postal Service and sent by certified mail, return receipt requested, with postage thereon pre-paid, addressed as follows:

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

   Grand Lake Area Chamber of Commerce, Inc.
   Attn: President
   P.O. Box 429
   Grand Lake, CO 80447-0429
13) **Non-Waiver.** Any indulgence granted by the Town to the Chamber as to the performance of any portion of these Agreements and any waiver by the Town given to the Chamber as to the performance or non-performance or the timing of any performance or non-performance of any part of these Agreements shall not be deemed or considered to be an indulgence or waiver of any other part of this Agreement or of any subsequent non-performance by the Chamber.

14) **No Assignment.** These Agreements may not be assigned by the Chamber without the written consent of the Town.

15) **Agreement, Amendment.** These written Agreements constitute a portion of the agreement between the parties. The entire agreement also includes Visitors’ Lease Agreement (for the Visitors’ Center property). All prior agreements except those mentioned above, negotiations or discussions are hereby superseded and merged herein. These Agreements shall not be amended except in writing, signed by both of the parties.

16) **Severability.** In the event any provision of these Agreements shall be deemed to be invalid or unenforceable for any reason, such provision shall be severed from the remainder of these Agreements and shall not render the entire Agreement(s) void or unenforceable.

17) **Applicable Law.** In the event a dispute should arise as to the terms and provisions of these Agreements, these Agreements shall be interpreted and enforced pursuant to the law of the State of Colorado.

18) **Binding Effect.** These Agreements shall be binding on the parties hereto, their heirs, successors and assigns.

19) **Consultation with Counsel.** By affixing their signatures hereto, the parties hereby acknowledge that they understand their right to consult with an attorney before entering into this agreement and they further affirm that they have consulted with an attorney to the extent they wish to do so.

20) **Limitation of Liability, Indemnification.**
   a) The Town shall undertake and be under no obligation other than those expressly provided for herein and shall make no financial commitment to the Chamber other than the expressly approved budget, as modified from time to time.

   b) The Chamber shall make no undertaking or obligation which would purport to obligate the Town without the express prior approval of the Town.
c) At its sole cost, Chamber agrees to purchase and maintain in effect through the terms of these Agreements, insurance that will protect the Town and Chamber from claims which may arise out of, result from or be related to the Chamber’s performance of the work outlined in these Agreements, whether such performance be by the Chamber or by someone directly or indirectly retained or employed by Chamber or by anyone for whose acts, errors, or omissions any of them may be liable. A copy of all policies or signed certificates of insurance shall be on file with the Town at all times, shall be appropriately endorsed to name the Town as additional insured, give the Town a minimum of thirty (30) days notice of cancellation or intention of non-renewal or restriction of coverage, and shall be statutory in conformance with the laws of the State of Colorado. Such insurances required herein shall be written for limits as follows:

Commercial General Liability
  Bodily Injury and Property Damage
    $1,000,000 each occurrence
    $2,000,000 aggregate
  Personal Injury
    $1,000,000 each occurrence
    $2,000,000 aggregate

Workers’ Compensation and Employers’ Liability
  Workers’ Compensation
    Statutory levels
  Employer’s Liability
    $1,000,000 each accident
    $1,000,000 disease – each employee
    $1,000,000 disease – policy limit

d) In the event the Colorado Governmental Immunity Act is amended, the Chamber shall be required to provide increased coverage so that the total amount of insurance is not less than the limit of liability under the Act as amended, plus $100,000.

e) Furthermore, the Chamber shall indemnify and hold the Town harmless against any and all claims resulting or arising from or connected in any manner with the actions of the Chamber, its directors, employees, or other agents. Such indemnification shall include, but not be limited to, all costs, attorney fees and liabilities incurred in connection with such claim. If a claim or action is brought, the Chamber shall, on notice from the Town, resist or defend such action or proceeding by counsel, approved by the Town, which shall not be unreasonably withheld.
21) Governmental Immunity Act. By entering into this Agreement, the Town does not waive and does not intend to waive any of the rights and protections provided to the Town under the Colorado Governmental Immunity Act, Sections 21-10-101, et seq., Colorado Revised Statutes.

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

GRAND LAKE AREA CHAMBER OF COMMERCE, INC.

By: _________________

Allison Ladeboged, President

ATTEST:

By: ____________________

Jim Kroepfl, Treasurer

TOWN OF GRAND LAKE

By: ____________________

James C. Peterson, Mayor

ATTEST:

By: ____________________

Alayna Caneel, Town Clerk

AGREEMENT FOR MARKETING/Visitors’ CENTER SERVICES

Page 13 of 13
Hello Members!

It's been a busy season, with beautiful weather, gobs of visitors and the buzz of energy that only comes with the month of July in Grand Lake. We've been working hard on beautifying the grounds surrounding the Visitor's Center (err at least Judy has), wrapping up the web build and recovering from our June lightning strike.

As always, I hope you find some solitude and have a great summer in this beautiful place we call home!

Thanks,
Emily Hagen

-AT A GLANCE-

Monthly Meeting: July 22nd | The Chamber | 9:00am - 10:00am
Click HERE to download the meeting agenda
**Draft Minutes:** Click to Download the latest Draft Minutes [HERE - please note that while the board met in June, but didn’t have quorum, no business was conducted. The draft minutes above are from the May meeting and are still pending approval.

It was a gorgeous and eventful 4th of July holiday weekend. We had 450 guests in the Visitor’s Center from July 3rd through the 7th and were able to connect these guests with information on Trails, Restaurants, Shopping and Recreation. The Town of Grand Lake reported a whopping 26,552 cars from the 4th through the 7th, which when accounting 3 per vehicle (the same standard used by RMNP in estimating) puts a total of nearly 80,000 people in Grand Lake! No wonder why we are all so tired. :)

The Chamber has been promoting our Trails by featuring a Trail Patch giveaway. Participants simply get out on the featured trail of the month, snap a picture and share it to social media with @gograndlake and #grandlaketrailpatch - then they can come into the Visitor’s Center and claim their patch. It’s been well received and we love seeing everyone’s photos. If you’d like to share this info with your guests please let me know and I will get you something to post with information.

The new GoGrandLake.com is getting into the final phases of the building process, and we have started populating the pages with fresh content. Our summer panoramic photos came in and they are stunning - we can’t wait to share it all with you! Be on the lookout for a special training event where we’ll be teaching you how to manage your member page.

While not an easy transition, the Chamber worked with the Town of Grand Lake and Grand Lake Fire to provide a family friendly parade followed by a water zone at the lake front park. 8 Restaurants participated in the Buffalo themed menu crawl, with dishes ranging from buffalo-chorizo breakfast burritos to buffalo trails fudge. We’re especially thankful for our wonderful Chamber volunteers who helped organize the line up during the parade. It’s true that Grand Lake has the best volunteers!

We’ve partnered with the Granby Chamber in throwing the first ever Dinghy Days! We’ll be meeting up at Quinette Point (Hwy 34 and CR 6) on Saturday, July 20th from 11am - 3pm. Bring whatever floats, whether it’s a boat, kayak, or giant duck floaty. Grab your crew, pack a cooler and let’s hang out with our Granby neighbors!

Renewal season is upon us, so keep an eye out for renewal packets. These will contain the Chambers 2019/2020 membership inclusions, as well as some exciting new marketing add ons. Prefer a digital version? Please let us know - we’d be glad to send one your way.

*Have you joined our Members Only Facebook Page? If not, join now [HERE]*.
1. **West Portal Bridge Project**

   The project remains on schedule with a likely completion date of August 1st. The expansion joints were installed and asphalt has been laid. Currently efforts are underway to complete the bridge and road guard railings, as noted in the below image. Final steps will include the placement of the arches.

   We are anticipating a ribbon cutting for around 3 pm on August 1st, just prior to the BOT’s retreat at Town Hall. We will confirm the date and time shortly, but please pencil it in on your calendars.
2. **Buffalo Days Parade**

I have been informed that the parade, while small in size, went well and the efforts by the Town and the Chamber to curtail the launching of water projectiles were largely successful. Appreciation is noted for the efforts of the Chamber, the Sheriff’s Office and the Fire Department, and the many volunteers. A more thorough debrief can occur during the July 22\textsuperscript{nd} work session with the Chamber of Commerce.

3. **Short Term Rentals**

In follow up to the discussion last week regarding the Town’s policy and procedures, and needed work to enhance our website and utilization of services with STR Helper, we met with the County STR Program Director, Julie Nessen. It was an informative meeting with focus upon website layout of the STR program, the usage of STR Helper for compliance monitoring and hotline administration, and related topics. Trustee Weydert attended the meeting and contributed to the discussion. Stay tuned as we move forward with website enhancements and an effective working relationship with STR Helper.

4. **Public Works Projects**

With the receding water flows in the river we have assisted in removal of the sandbags along the residential lots adjoining the river bank near the end of Grand Avenue. The sand will be distributed on town streets where needed.

Public Works staff has also been busy replacing planks at corner entrances along the Grand Avenue boardwalk where needed, on a continuous basis.
5. **Staff**

The staff has been meeting regularly on Tuesday at 8 am. The meetings have been well attended and quite informative. Payroll and Bank Reconciliations have been reviewed, and Journal Entries have been made.

6. **Retreat**

As scheduled, we will have a retreat at 4 pm on August 1st to discuss two items: (1) 2020 Capital Improvement Plan, and (2) Board of Trustees 2020 Goals and Objectives. This will kick off the budget process. A light dinner will be provided and we look forward to a meaningful discussion on these important items.

That’s all for now. Thanks!
June 18, 2019

RTA Grand Lake Lodge II, LLC
2082 Michelson Drive, Suite 400
Irvine, CA 92612
Attention: Francis Corso

Re: Gary Casalo Residence
Crawl Space Infiltration Summary of Findings

Dear Francis,

On June 7th, 2019 I was forwarded a text from you stating that the residence owned by Gary Casalo located at 301 Mountain Avenue in Grand Lake was experiencing infiltration into the crawl space beneath the structure. The message which was originally drafted by Mr. Casalo stated that he arrived at his residence the week prior and upon entering the crawl space, he discovered approximately 5-inches of standing water under the house. He went on to state that no such issue had occurred in the prior 20 years. Their initial consensus on the cause was a diverted spring created by last September’s installation of the sewer-line that runs diagonally northeast to southwest approximately 25-feet north the residence. Apparent alterations to existing grades within the disturbed area required to construct the sewer line were also cited as potential sources.

Mr. Casalo did notify Town of Grand Lake Staff including Jim White (Town Manager) and Nate Shull (Town Planner) along with the Town’s Public Works Director who completed a site visit on June 7th, 2019. Nate provided email correspondence summarizing their findings on June 10th and specifically stated “Mr. White, Mr. Shull, and Mr. Zeleznikar neither confirmed nor denied this claim, but suggested they would follow up with Grand Lake Lodge ownership to alert them of the situation”.

Observations and Research

At this point, my firm was engaged to investigate the issue and provide feedback regarding potential causes and suggest corrective action to address the issue(s). On June 11th, I visited the site to observe the field conditions and was accompanied by Town of Grand Lake Trustee Tom Bruton, Dave Johnson from the Town Water Department and Mr. Casalo. Immediately upon arrival, I observed approximately 2 to 3-inches of water standing in the crawl space. Having observed the condition Mr. Casalo originally discovered, he turned on the sump pump and began drawing the water level down to allow for further inspection.

While the sump pump was running, I walked the site immediately adjacent to the residence and the sewer line alignment from the northwest corner of the Casalo property up the hill to the northwest where the sewer line crosses Old Tonahutu Ridge Road. Upon initial inspection, it was apparent that the influence of water into Gary’s crawl space could only result from either a) groundwater flows mitigating through the soil immediately adjacent to the crawl space or b) surface runoff.

Surface Runoff

In the existing condition, the Casalo residence is constructed in a low point with approximately a tenth of an acre of land contributing drainage to the rear of house. There is no noticeable infrastructure in place on the surface (ditches, swales, etc.) to capture and convey this runoff around the residence. I did note that the sewer line’s construction area denuded last fall was barren. Given the sewer’s installation in late summer, I would not consider this uncommon since that time of year is challenging for
vegetative establishment in the absence of irrigation. I did observe the denuded soil condition immediately north of the residence and didn’t note signs of erosion that would be indicative of high volumes of runoff contributing water to the crawl space. All observed ground surface conditions north of the residence were also completely dry while water migrated into the crawl space. While Mr. Casalo suggests that existing grades north of this residence were altered during the sewer-lines construction (which I did not verify so the possibility does exist), I did not observe anything in the field that would suggest more runoff was reaching the back of the property than in previous years. Some minimal increase in runoff could occur from the change in surface character (i.e. leaved or grassed surface vs denuded and compacted soil); however, the existing silt fence that remains in place would likely help alleviate the increase. **That said, I am confident in ruling out surface drainage as being the primary contributing factor.**

**Groundwater Flow**

With surface runoff ruled out, our team shifted focus to groundwater flow. Groundwater flows are particularly problematic because it’s difficult to determine seasonal fluctuations in groundwater levels and flow paths without extensive monitoring and data collection for lengthy periods of time. Having no previous information about the site, SSD evaluated the following parameters since they’re considered indicators of groundwater flows trends in the current and prior years.

According to the USGS's Online Web Soil Survey, the soil type in the subject area is Scout Cobbly Sandy Loam (SCSL). SCSL’s drainage classification is “somewhat excessively drained” which means water is removed from the soil rapidly. Somewhat excessively drained soils are typically “very permeable” allowing water to move freely through the soil stratum. This is concerning because it’s high permeability creates the potential for excessive groundwater flows in the area.

SSD also evaluated field photos taken during construction and there are no apparent changes in the stratigraphy of the soils beneath the topsoil layer, so free drainage soils are anticipated to extend downdip towards Mountain Avenue. Our team also consulted with Big Valley Construction who managed installation of the sewer line and confirmed that no groundwater was encountered during construction. However, given the fluctuations in groundwater levels and flow paths without extensive monitoring and data collection for lengthy periods of time. Having no previous information about the site, SSD evaluated the following parameters since they’re considered indicators of groundwater flows trends in the current and prior years.

According to the USGS’s Online Web Soil Survey, the soil type in the subject area is Scout Cobbly Sandy Loam (SCSL). SCSL’s drainage classification is “somewhat excessively drained” which means water is removed from the soil rapidly. Somewhat excessively drained soils are typically “very permeable” allowing water to move freely through the soil stratum. This is concerning because it’s high permeability creates the potential for excessive groundwater flows in the area.

![Time Window Cumulative Precipitation](image)

1 The only way to verify deviations from existing grades is to perform an updated survey of the subject area and compare them to existing grades per the 2016 ALTA update. The Plans prepared by Bowman Consulting required the contractor to return the site to existing grade in the area immediately north of the Casalo residence.
installation was performed in late summer, this isn’t indicative of an “absence of groundwater flows” during the wet season.

In Colorado and throughout the west, precipitation levels are well above average since November of 2018. SSD referenced information available through NRCS and NOAA publications and determined that the Upper Colorado River Headwater Basin is greater than 150% of the seasonal median snow water equivalent. I also spoke with Vandy Mason who owns 305 Mountain Avenue; Gary’s neighbor to the east. Mrs. Mason stated that her and her husband were alerted to the presence of groundwater flow on the 7th of May by County Staff. Her husband later arrived at their residence on May 11th and undertook mitigation efforts to direct the flow away from the foundation (which is slab on grade in their case). Based on the dates provided, we reviewed the cumulative precipitation table from May 1st through June 17th. As shown in the table on the prior page, there was a significant increase in cumulative precipitation during that period. It should be noted that cumulative precipitation is directly related to groundwater saturation and recharge rates.

Having established that soils up-gradient of the residence are well draining soil(s) and the winter/spring of 2018/2019 seeing extremely high levels of snow water equivalents compared to the median of the previous 30 years, our team now shifts our focus to the presence of a foundation drainage system(s) designed to mitigate these types of issues.

**Foundation Drainage System**

Upon conclusion of my site walk, I returned to the crawl space to observe the water level pumped down to shallow puddles distributed throughout the crawl space.

Upon closer inspection, there were two locations where water appeared to be seeping in underneath the base of the footing on the north end of the structure. Once the obvious source(s) were identified, we walked outside to inspect the north end of Gary’s residence when Dave Johnson indicated that he had previously observed a foundation or french drain being installed at this location when inspecting the water service installation may years ago. Given the structures location in relation to surrounding topography and the adjacent soil types, a french or foundation drain system is an absolute must. Gary acknowledged presence of the french drain and showed us the location where a black 4-
inch perforated pipe daylighted on the southeast corner of the house. Upon inspection, no effluent was observed. Based on the surrounding soils at the outfall location, it appears that the drain has not functioned throughout this wet season.

**Sewer line Location**

The last item that SSD evaluated as part of this exercise was the location of the proposed sewer line trench in relation of Mr. Casalo’s crawl space. As shown in the attached cross section, the sewer line invert lies at elevation 8616.23 with the bottom of the trench being 1-foot or so below that elevation. With free draining soil, groundwater is expected to follow the natural topography much like surface runoff. If a spring was impacted by the sewer line installation, the water would likely migrate out of the invert of the trench and follow the natural grade towards Mountain Avenue. If such a scenario occurred, it’s logical groundwater flows would divert to an elevation beneath the crawl space since the sewer is approximately 6-feet below grade and the crawl space shallower at 4-feet or so. Given the elevations and a very fundamental non-hydrogeological understanding of how groundwater flows work, I’m hesitant to consider the sewer line installation a factor contributing to the issue.

**Conclusions**

Based on the information provided herein, it is SSD’s professional opinion that the crawl space is flooding as a result of 1) a higher than average groundwater table resulting from atypical levels of snow melt as evidenced by the NOAA and NRCS information currently available and referenced herein and 2) an improperly installed, outdated or non-functioning french drain located on the northern side of the structure.

Our opinion is based solely upon observations made during our site visit, our understanding of the principles governing site grading and drainage, as well as public information made available by NRCS, NOAA and the USDA. No detailed field studies were conducted to derive detailed, site specific information related to groundwater flows and therefore our statements regarding such items shall be considered preliminary findings or generalizations and would require investigation by geotechnical engineer or hydrogeologist to expand upon what has been provided herein.

**Recommended Next Steps**

Based on our conclusion(s) above, we recommend undertaking the following steps in an effort to mitigate the contributing factors (listed in order of importance):

1. The existing french drain is not functioning. There are three items that would contribute to its failure:

![Crawl Space Exterior Drain Solution](image)
a. Incorrect Pipe Material
b. The drain is installed too high to capture the ground water or
c. The drain is clogged

We recommend that the drain be inspected using video camera equipment to verify the correct material was installed and there are no blockages in the system. If the pipe is perforated and unclogged, the drain pipe's elevation should be verified to ensure it's at or below the invert of the footing. A detail of the drains ideal location is provided on the prior page.

2. In conjunction with the foundation drain system, a foam sealant or other means can be utilized to seal the water entry locations beneath the footing.

3. Once the weather is satisfactory and conducive to establishing vegetation, the denuded areas resulting from the sewer line installation should be seeded and mulched to prevent future erosion and return the ground cover to pre-construction conditions to the extent feasible.

4. Should the items above be found unsatisfactory and fail to adequately address the issue, I recommend contacting a geotechnical engineer or a hydrogeologist to further investigate the source of groundwater flows. This step could prove timely and expensive and result in the need to install additional drainage features such as those outlined herein.

I trust that this letter is sufficient to summarize our finding, conclusions and recommended corrective action. Should you have any additional questions or concerns, please don't hesitate to contact me directly.

Sincerely,
Strategic Site Designs, LLC

Christopher L. Perdue, P.E., M.B.A.
Founder/Managing Partner

CLP