



## 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

**1-24-2022 Board of Trustees Workshop & Evening Meeting**  
**LIVE in the Town Hall Board Room – 1026 Park Avenue**  
**Jenn Thompson is inviting you to a scheduled Zoom meeting.**

**Join Zoom Meeting**

<https://zoom.us/j/99508436474>

**Meeting ID: 995 0843 6474**

**One tap mobile**

**+13462487799,,99508436474# US (Houston)**

**+16699006833,,99508436474# US (San Jose)**

### **Evening Meeting – 4:30 PM**

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- A. Call to Order
- B. Pledge of Allegiance
- C. Announcements
- D. Six Pillars of Character: Citizenship, Trustworthiness, Respect, Responsibility and Caring
- E. Roll Call
- F. Conflicts of Interest
- G. Executive Session Pursuant to C.R.S. 24-6-402(4)(f) for a Personnel matter related to the Town Manager**
- H. Adjourn to Workshop. Evening meeting to reconvene at 6:00 PM

### **Workshop**

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1. Call to Order
2. Roll Call
3. Conflicts of Interest
4. Discussion on fees for 505 Grand Avenue **(Pg W2)**
5. Discussion on Lone Eagle Project

### **Evening Meeting 6:00 PM**

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- I. Reconvene Meeting
- J. Pledge of Allegiance
- K. Announcements
- L. Managers' Report
- M. Public Comments (limited to 3 minutes)
- N. Consideration to approve the meeting minutes dated January 10, 2022 **(Pg E2)**
- O. November 2021 Sales Tax Report **(Pg E8)**
- P. Consideration to approve Accounts Payable for January 2022 **(Pg E13)**
- Q. Quasi-Judicial – Consideration to approve a Special Event Liquor Permit for the Chamber of Commerce Annual Pond Hockey Tournament **(Pg E20)**
- R. Consideration of approval of letter in support of Three Lakes Water and Sanitation District **(Pg E26)**
- S. Consideration of an MOU with Grand Lake Fire Protection District RE: Plowing **(Pg E29)**
- T. Discussion on Heckendorf lot **(Pg E35)**
- U. Consideration of approval of Grand Lake Chamber Contract **(Pg E40)**
- V. Consideration of approval of Employment Contract with Town Manager **(Pg E54)**
- W. Mayor's Report
- X. Future Items for Consideration
- Y. Adjourn Meeting

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

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

### **Local Employee Residency Plan (LERP):**

The LERP already accounts for some fees to be waived, or paid, in order to incentivize the developers under LERP section (3)(h).

3(h)-Development Incentives: To offset costs incurred in the development process, the Town of Grand Lake may waive the Affordable Housing Fee, as set by Municipal Code, applicable to the Local Employee Residence Unit as well as may pay the Town of Grand Lake Water Tap Fee.

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### **Waiver Request:**

Grand Sunset, LLC is requesting for additional waivers on top of the two incentives already accounted for in the code under the LERP guidelines and requirements. See the list below (1-11):

#### **1- No Use Tax to be paid up front**

A refund of Use Tax must keep in mind that the monies were actually collected and received by the Town of Grand Lake to ensure that we are not giving money away.

#### **4-3-28 Purpose of Use Tax**

The purpose of this Article is to raise revenue to pay for and operate municipal services, and provide a complimentary tax to the Town sales tax. The taxes imposed in this Article are a use tax on building and construction materials which are purchased outside the Town of Grand Lake for use, storage or consumption within the Town; and a similar use tax imposed on motor vehicles, on which registration is required, purchased outside the Town by Town residents for use, storage or consumption within the Town.

#### **4-3-32 Building and Construction Use Tax Imposition – Amount**

There is imposed on the privilege of storing, using or consuming any construction and building materials of every kind and form purchased outside this Town for use, storage or consumption within this Town a use tax of four percent (5%) of the retail purchase price of the said building and construction materials.

4-3-33(B) The Town will advise the applicant of the building permit on the manner and method of refund at the time the use tax is paid.

1. The applicant of the building permit will have thirty (30) days from the time the Town or its authorized representative has issued the Certificate of Occupancy or equivalent document signifying final inspection for the work done under the building permit in which to present to the Town the evidence of actual purchases made.

## 2- Park Development Fees to be waived

Land dedication is assessed for subdivisions to provide fees for public parks and school sites. This is not assessed for simple building permits or subdivisions under 4 units. The school impact fee is not for the Town to waive and must be paid to the school, if in lieu fee is collected.

(f) Land Dedication – At the time of submission of the preliminary plan, the developer shall submit proposal for the dedication of land for public parks and school sites. Said proposal shall outline:

1. Seven percent (7%) of the gross land area which shall be dedicated to the Town of Grand Lake for schools, parks, police and fire stations, or other public uses. This shall include the total size of the area to be dedicated.
4. Seven percent (7%) of the gross land area will not apply to developments that do not increase the density of the development. (previous use as a motel does not count as “dwelling unit” for density purposes- see definitions below)
5. At the option of the Board of Trustees, the developer may, in lieu of such conveyance of land, pay to the Town of Grand Lake in cash or terms acceptable to the Board of Trustees, an amount equal to seven percent (7%) of the fair market value of the land as determined by an accepted appraisal on the date of the approval of the development, or determined by negotiation between the developer and the Board of Trustees. If the Town of Grand Lake and the developer fail to agree on the fair market value of the land, the fair market value shall be fixed and established by a qualified appraiser selected by the Town and the Developer.

Definitions:

Gross Density - The number of dwelling units per acre of total land area involved in a development project in a zone district.

Dwelling Unit - Any room or group of rooms in a multi-family building designed for or used as a dwelling by one family as an independent housekeeping unit including toilet and kitchen facilities, but not including hotels, motels...

**3- Town Building and Development fees to be waived**

The Town fees collected by the County at the time of permit issuance are Use Tax, and the affordable housing fee. These fees are held until the project is complete, at which point the fees are released to the Town General fund.

**A. Lot consolidation fee (\$500)**

This is a deposit that is required to cover the cost of the planning department time and attorney fees for any consultation required to prepare the resolution. Any amount that remains unused is returned to the applicant within 60 days.

**B. Planning Fees (\$1500)**

This is a deposit to cover the time and materials for the planning department to research, prepare, and write any and all of the packet information necessary to complete the entire subdivision process, from sketch plan through final plat.

**4- Water Tap Fees (\$6500 x 6 units = \$39,000)**

As stated at the top of this document, part of the LERP incentives suggest that the Town pay the Tap fee for the employee units to help reduce the cost of the development for the developer.

**5- Waiver of quarterly water usage fees until occupied. (\$49/month x 6= \$294/month for x months)**

Since the agreement states that if the units do not sell within 9 months, 4 of the units revert to market price, then the max amount of water bill should be \$2646.

**6- Reimbursement of Three Lakes Sanitation Tap Fees (\$9500 x 6 units = \$57,000)**

Three Lakes is a private entity that is not run by the Town of Grand Lake, thus the Town would need to pay the Sanitation tap fee, if this was accepted.

**7- Reimbursement for County Building permit fees:**

The County collects fees to cover the cost of their inspections, review of plans, time and materials to process submissions and all plan changes. There have been two building permits issued (listed below). The Town has no jurisdiction to waive these fees, but would have to pay the County directly, or the applicant could appeal to the County directly for the reimbursement.

\$9021.54 for B20-0741GL

\$3,330.10 for B21-0057GL

**8- Return the low income housing fees previously paid for the project.**

MC 12-10 The affordable housing fee is required for every project, additionally, the inclusionary housing is required for subdivisions of 5 or more units. The LERP (3)(h) states that the Board MAY waive the affordable housing fee specifically for the employee units.

However, an agreement pursuant to MC 12-10-1 (b) states that the Board may enter into an agreement with the developer stating that the affordable housing fee has been satisfied by other means (see code in detail below).

- a. Affordable housing fee \$8,340.50 for BP B20-0741GL, Lots 9-12, BL26, 501 Grand Ave)
- b. Affordable housing fee for BP B21-0057GL \$0 (no new square footage was added, therefore no fee is assessed)

If the 4 units revert to market pricing after 9 months on the market, the affordable housing fee would be again collected. It may be more effective to refund the money, at the time that units sell at the LERP rate.

**Municipal Code reference from point #8 above:**

**MC 12-10-1**

(B) Nothing set forth herein shall preclude the owner/developer and the Town from entering into a mutual agreement, which agreement shall be reduced to writing and executed by each party, by which owner/developer agrees to provide mitigation of affordable housing need created, either directly or indirectly, by the owner/developer. The Affordable Housing Fee required by this Article may be satisfied, in whole or in part, by the means which are agreed to between the Town and the owner/developer. The amount or extent of the offset to the fees applicable to owner/developer's property/project shall be agreed upon between the Town and the owner/developer and shall be included within the agreement identified above.

(C) Certain development or annexations may be eligible for a waiver of this Section based on criteria established by the Grand Lake Board of Trustees.

**9- Return of previously paid use tax for the project**

Use Tax is a 5% tax on materials, paid upfront. This ensures that the Town receives taxes on materials purchased outside of town. At time of completion of the project, it is up to the builder to provide proof to the Town (in the form of receipts) that they paid the taxes elsewhere and request their 5% back from the Town. It is suggested that the builder present the building permit to the material supplier and request a waiver of the 5% tax at the time the materials are purchased.

If the Board decides to “return” the Use tax prior to the completion of the project, the developer will need to present the receipts for the materials that have been purchased up to this point, and present the building permits to be updated with language to prevent the material suppliers from waiving the 5% tax for the duration of the project.

- a. Use Tax \$12,500 (B20-0741GL -Lots 9-12, Bl 26, 501 Grand Ave.)
- b. Use Tax \$2,500 for (BP B21-0057GL – Lots 9-12, Bl 26, 505 Grand Ave.)

**10- Gas line reinforcement fees (\$1,500 per unit x 6= \$6,900)**

The Gas company is not under the jurisdiction of the Town and thus these fees would have to be paid directly to the Gas company and not waived by the Town. An invoice would need to be provided.

**11- Electric engineering and installation fees Mountain Park (est. at \$1,700 per unit x 6 = \$10,200)**

Mountain Park Electric is not under the jurisdiction of the Town and thus these fees would have to be paid directly to Mountain Parks and not waived by the Town. An invoice would need to be provided.



Portal Crossing  
"Fee Waiver and Assistance Request"

January, 18, 2022

1. No Use Tax to be paid up front
2. Park Development Fees to be waived
3. Town Building and Development fees to be waived;
  - A. Lot consolidation fee (\$500.00)
  - B. Planning Fees (\$1,500.00)
4. Water Tap Fees (\$6,500.00 x 6 units = \$39,000.00)
5. Waiver of quarterly water usage fees until occupied.
6. Reimbursement of Three Lakes Sanitation tap fees (\$9,500.00 x 6 units = \$57,000.00).
7. Reimbursement for County Building Permit Fees, approximately  
\$12,351.64.
8. Return of low income housing fees previously paid for the project  
( \$8340.50 ).
9. Return of previously paid use tax for the project  
( \$15,000 ).
10. Gas line reinforcement fees \$1,150.00 per unit x 6 = \$6,900.00
11. Electric engineering and installation fees Mountain Park est.  
\$1,700.00 per unit x 6 = \$10,200.00



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## RECORD OF PROCEEDINGS

### Regular Meeting Town of Grand Lake – Board of Trustees Monday January 10, 2022, 6:00 PM

**CALL TO ORDER:** The regular meeting of the Board of Trustees was called to order by Mayor Pro-Tem Bjorkman at 6:00 P.M. in the Town Hall Board Room

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

**ROLL CALL PRESENT:** Mayor Pro-Tem Bjorkman, Trustees Southway, Bergquist, Calvin-Braleay and Arntson; Town Clerk Thompson, Town Manager Crone

**ABSENT** Trustee Bruton – Mayor Kudron (participate remotely)

#### **Consideration to excuse Trustee Bruton from the Workshop and Evening Meeting**

Trustee Southway made a motion to excuse Trustee Bruton from todays Workshop and Evening Meeting. Trustee Arntson seconded the motion. Town Clerk Thompson called the vote:

<b>Mayor Kudron</b>	<b>Aye</b>
<b>Mayor Pro-Tem Bjorkman</b>	<b>Aye</b>
<b>Trustee Southway</b>	<b>Aye</b>
<b>Trustee Bergquist</b>	<b>Aye</b>
<b>Trustee Calvin-Braleay</b>	<b>Aye</b>
<b>Trustee Arntson</b>	<b>Aye</b>
<b>Trustee Bruton</b>	<b>Absent</b>

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

**CONFLICTS OF INTEREST:** Mayor Kudron stated if there are any conflicts of interest with any item on this evening agenda, Trustees may announce their conflict at this time – **None**

**MANAGERS REPORT:** Grand County is currently seeing approximately 30-35 new cases every day. Ten percent of those cases need to be hospitalized. We are now in winter event season. The pond hockey tournament scheduled on January 22<sup>nd</sup> has been canceled because of ice conditions. The Winter Carnival is on February 5<sup>th</sup>. The Grand Foundation’s plans for the Rapids Lodge have fallen through. Apparently, the seller accepted another bid from a private individual.

Since the last meeting, the Town has been hammered with snow. Public Works has put in extraordinary efforts in clearing our streets. The Town has posted an outline of how we approach plowing on Facebook and on the Town website. The snowmobile trails are open and we are seeing snowmobile drivers through Town. Please be careful and keep an eye out for them. Snowmobilers, please drive safely and follow all the Towns rules and traffic laws. Unfortunately, the vandalism at the ice rink damaged the liner. It is impossible to create safe ice because of the leaks. Public Works is trying to get a skating rink open inside the L Dock as soon as it is safe.

## RECORD OF PROCEEDINGS

Our April election is coming up very soon. There will be four Trustee positions open for election this year. If you are interested in running, please contact Jenn Thompson as soon as possible to get the necessary packet information, via email [jthompson@toglco.com](mailto:jthompson@toglco.com). The next meeting is scheduled on January 24, 2022.

### **UNSCHEDULED PUBLIC COMMENTS:**

Mayor Kudron announced this time is reserved for members of the Public to make a presentation to the Board on items or issues that are not scheduled on the agenda. The Board will not discuss or debate these items, nor will the Board make any decisions on items presented during this time. Rather, the Board will refer the items to Staff for follow up. If a member of the public wishes to comment regarding items on the Agenda, time will be allocated at the beginning of each non-quasi-judicial item. For items of a quasi-judicial nature, time will be allocated during the public hearing for the item. Time limited for Public comments is 3 minutes. **NONE**

### **MEETING MINUTES:**

#### **Consideration to approve the meeting minutes dated December 13, 2021**

Trustee Southway made a motion to approve the meeting minutes dated December 13, 2021. Trustee Arntson seconded the motion. Town Clerk Thompson called the vote:

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

### **FINANCIAL REVIEW:**

#### **Consideration to approve Accounts Payable for December 2021 and January 2022**

Trustee Southway made a motion to approve Accounts Payable for December 2021 and January 2022. Trustee Bergquist seconded the motion. Town Clerk Thompson called the vote:

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

### **NEW BUSINESS:**

#### **Consideration to approve Resolution 3-2022, a Resolution approving the Lot Consolidation for Lots 9-14, Block 26, more commonly known as 505 and 517 Grand Avenue, Grand Lake**

Trustee Arntson made a motion to approve Resolution 3-2022 with the following condition: applicant to record with the Grand County Clerk and Recorder, within 60 days of approval by the Board of Trustees, the final subdivision plat of Portal Crossing, provided that the application is approved. Trustee Calvin-Braleay seconded the motion. Town Clerk Thompson called the vote:

## RECORD OF PROCEEDINGS

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

### Consideration of a Major Land Use Development at 505 Grand Avenue, Final Development Application

Trustee Arntson made a motion to approve the Final Development application of 505 Grand Avenue, with the following conditions: Prior to the issuance of additional building permits within the development, the applicant will record a deed restriction for attainable housing on the parcel prior to obtaining any building permit, thus restricting the units for sale to Local Employee Residency and not sold at market rate, unless otherwise approved by the Board. Master declarations for each Local Employee Residence must be submitted for review. Lots 9-14 must be consolidated and recorded prior to issuance of additional building permits. No lots or units may be sold and no certificate of occupancy will be issued for any lot or unit until the property has been legally consolidated and subdivided. The Town commits to a max price of \$310,000. A timeframe of nine months to place units at Fair Market Value. Square footage of a one bedroom will be 600 ft. The Board of Trustees will negotiate applicable building fees. Trustee Calvin-Brale seconded the motion. Town Clerk Thompson called the vote:

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

### Consideration of Resolution 1-2022, a Resolution approving a supplement to the Fiscal Year 2021 budget

Trustee Arntson made a motion to approve Resolution 1-2022, as presented. Trustee Bergquist seconded the motion. Town Clerk Thompson called the vote:

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

### Consideration of Resolution 2-2022, a Resolution approving a supplement to the Fiscal Year 2022 budget

## RECORD OF PROCEEDINGS

Trustee Southway made a motion to approve Resolution 2-2022, as presented. Trustee Calvin-Braleley seconded the vote. Town Clerk Thompson called the vote:

<b>Mayor Kudron</b>	<b>Aye</b>
<b>Mayor Pro-Tem Bjorkman</b>	<b>Aye</b>
<b>Trustee Southway</b>	<b>Aye</b>
<b>Trustee Bergquist</b>	<b>Aye</b>
<b>Trustee Calvin-Braleley</b>	<b>Aye</b>
<b>Trustee Arntson</b>	<b>Aye</b>
<b>Trustee Bruton</b>	<b>Absent</b>

### **Consideration of Ordinance 1-2022, Approval of a Fee Schedule for Town services and Property Rentals**

Trustee Calvin-Braleley made a motion to approve Ordinance 1-2022 with no increase for records requests. Trustee Southway seconded the motion. Town Clerk Thompson called the vote:

<b>Mayor Kudron</b>	<b>Aye</b>
<b>Mayor Pro-Tem Bjorkman</b>	<b>Aye</b>
<b>Trustee Southway</b>	<b>Aye</b>
<b>Trustee Bergquist</b>	<b>Aye</b>
<b>Trustee Calvin-Braleley</b>	<b>Aye</b>
<b>Trustee Arntson</b>	<b>Aye</b>
<b>Trustee Bruton</b>	<b>Absent</b>

### **Consideration to accept the recommendations of the Lands Committee**

Trustee Arntson made a motion to accept the Lands Committee recommendations. Trustee Calvin-Braleley seconded the motion. Town Clerk Thompson called the vote:

<b>Mayor Kudron</b>	<b>Aye</b>
<b>Mayor Pro-Tem Bjorkman</b>	<b>Aye</b>
<b>Trustee Southway</b>	<b>Aye</b>
<b>Trustee Bergquist</b>	<b>Aye</b>
<b>Trustee Calvin-Braleley</b>	<b>Aye</b>
<b>Trustee Arntson</b>	<b>Aye</b>
<b>Trustee Bruton</b>	<b>Absent</b>

### **MAYORS REPORT:**

2022 is starting off much different from the rest. I'm sitting here talking to you guys via Zoom. By the way, Ms. Thompson, thank you for switching to Zoom it works much better and I think that every Trustee needs to experience this at least once in their term. It is a very different way to be able to view everything. The camera is set and the Board table looks kind of like a faraway curve in Rocky Mountain National Park. Like you're going straight up a hill and making a curve. All of you look marvelous!

We have a lot of things that we want to accomplish. We are already tackling things like affordable housing. We have done a real good job in improving the way that our revenues come in. Now we have a bigger Town that we have to take care of, and those revenues need to be re-invested. I think that as a Board we are all doing a really good job. But, it's also important to know that in the next few months, our Board is going to

## RECORD OF PROCEEDINGS

look different. It seems like every time we blink it looks different. I want to thank our Board for working towards a way that new Trustees don't get so blindsided and we kind of have a process and we act like we know what we are doing. So, thank you very much.

The one other thing that I did want to mention is I know that we have some discussions on how we do remote meetings and how we handle comments by people. There's been some real good input. I don't know if as a Board we want to see them up on the screen, we don't want them to disrupt the meeting. I think it's also very important if there is an opportunity that we get some wisdom by people who can't attend in person, that we allow that to happen, and I'm not sure what that is going to look like. We need to figure out the right policy for entering that because we also don't want to go down rabbit holes. I think one thing that's very important is that we treat everybody fairly and as equally as we possibly can.

### **FUTURE ITEMS & STAFF DIRECTION:**

Church & Fire Contracts  
Mary Drive Tap Offset  
Three Lakes Letter  
School fees – review LERP square footage  
Negotiations on development fees – Jim Kreutzer

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

**Consideration to enter into Executive Session, pursuant to: C.R.S. 24-6-402(4)(f)(1) to discuss Personnel matters related to the Town Manager's contract except if the Town Manager requests an open meeting**

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

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

**Grand Lake Board of Trustees entered into Executive Session at 9:40 PM**

**Grand Lake Board of Trustees exited the Executive Session at 11:43 PM**

### **ADJOURNMENT:**

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

**RECORD OF PROCEEDINGS**

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

This meeting of the Board of Trustees was adjourned at 11:45:19 PM.

(Attest)

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**Jennifer Thompson, Town Clerk**

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**Steve Kudron, Mayor**

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

TOWN OF GRAND LAKE

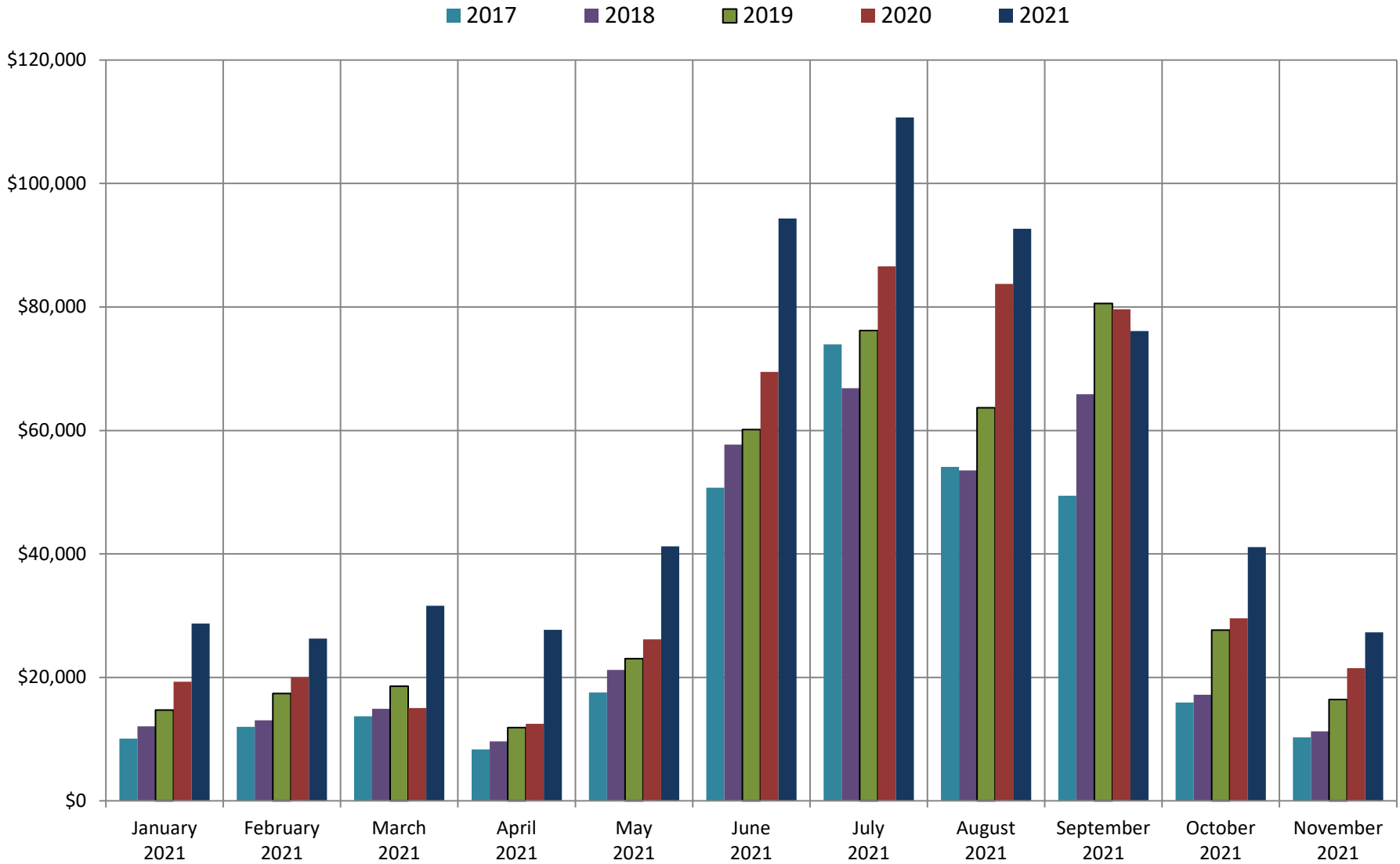
FISCAL YEAR 2021

Sales Month	FISCAL YEAR				
	2021	2020	2019	2018	2017
January 2021	\$28,722	\$19,287	\$14,712	\$12,082	\$10,086
February 2021	\$26,281	\$20,042	\$17,367	\$13,041	\$11,969
March 2021	\$31,617	\$15,046	\$18,583	\$14,915	\$13,693
April 2021	\$27,717	\$12,478	\$11,844	\$9,638	\$8,340
May 2021	\$41,225	\$26,172	\$23,035	\$21,219	\$17,539
June 2021	\$94,336	\$69,478	\$60,147	\$57,697	\$50,722
July 2021	\$110,692	\$86,566	\$76,180	\$66,841	\$73,964
August 2021	\$92,656	\$83,751	\$63,677	\$53,530	\$54,100
September 2021	\$76,084	\$79,628	\$80,571	\$65,870	\$49,408
October 2021	\$41,107	\$29,578	\$27,640	\$17,200	\$15,923
November 2021	\$27,306	\$21,467	\$16,396	\$11,248	\$10,295
December 2021	\$0	\$31,333	\$23,938	\$19,978	\$17,274

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

	Year to Date Total	Percent of Budget	Percent change from previous Year to Date	Dollar change from previous Year to Date	Budgeted Amount
2021	\$597,745	137.41%	28.96%	\$ 134,250	\$435,000
2020	\$463,494	104.01%	13.01%	\$ 53,342	\$445,635
2019	\$410,152	115.25%	19.48%	\$ 66,870	\$355,882
2018	\$343,283	109.50%	8.62%	\$ 27,245	\$313,491
2017	\$316,038	81.66%	N/A		\$387,000

### 1% SALES TAX CASH FLOW 2021 November 2021



**4% SALES TAX CASH FLOW REPORT:**  
**TOWN OF GRAND LAKE**  
**FISCAL YEAR 2021**

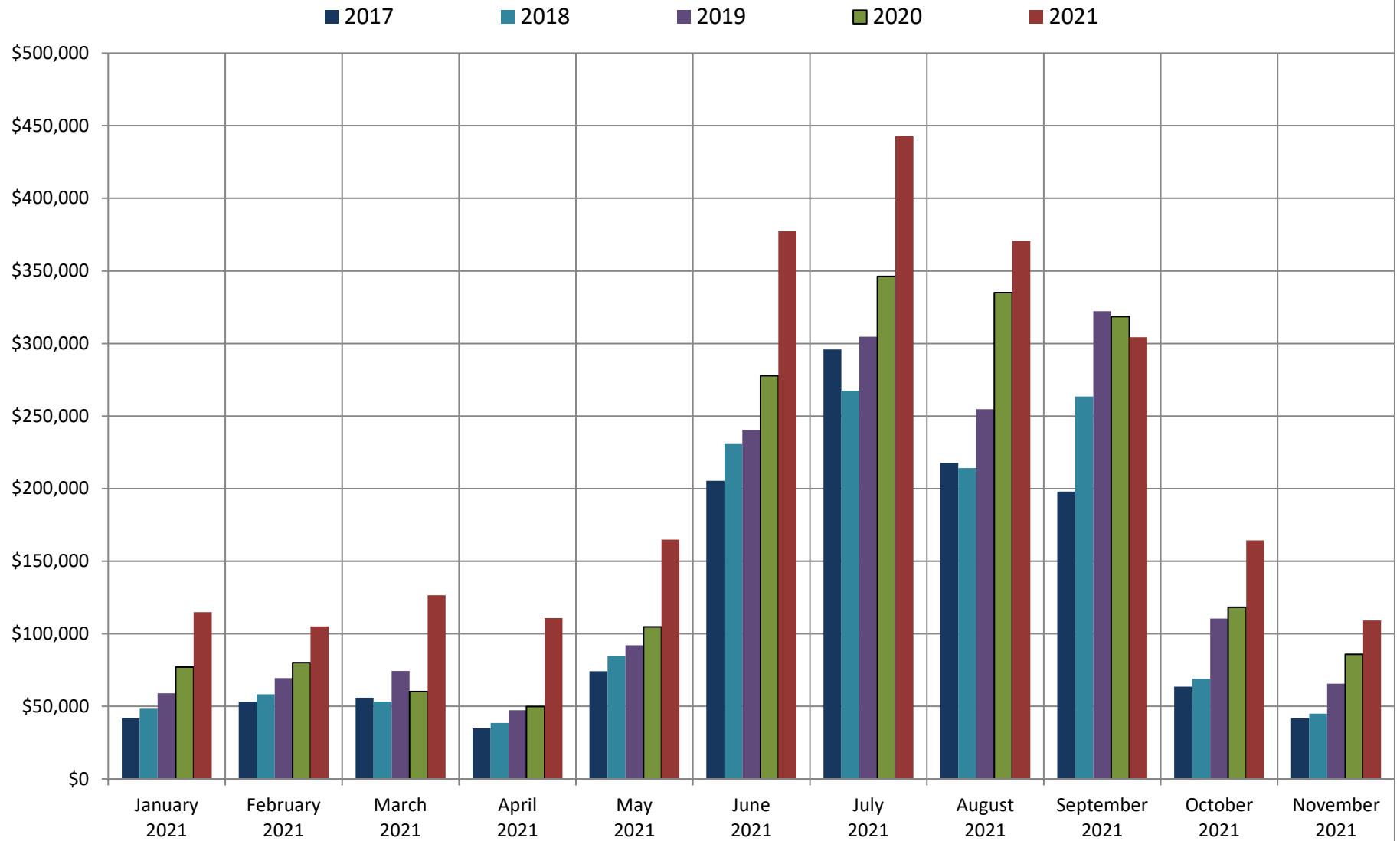
Sales Month	Fiscal Year					
	2021	2020	2019	2018	2017	2016
January 2021	\$114,888	\$77,149	\$58,933	\$48,333	\$42,037	\$51,196
February 2021	\$105,125	\$80,166	\$69,478	\$58,344	\$53,326	\$43,528
March 2021	\$126,469	\$60,184	\$74,443	\$53,192	\$55,964	\$39,568
April 2021	\$110,867	\$49,912	\$47,378	\$38,591	\$34,821	\$26,769
May 2021	\$164,901	\$104,689	\$92,138	\$84,862	\$74,172	\$57,188
June 2021	\$377,346	\$277,913	\$240,589	\$230,804	\$205,468	\$168,446
July 2021	\$442,768	\$346,264	\$304,721	\$267,371	\$295,836	\$275,977
August 2021	\$370,626	\$335,005	\$254,709	\$214,246	\$217,698	\$202,184
September 2021	\$304,337	\$318,513	\$322,285	\$263,514	\$197,896	\$192,607
October 2021	\$164,428	\$118,313	\$110,559	\$68,969	\$63,605	\$57,975
November 2021	\$109,224	\$85,868	\$65,583	\$44,932	\$41,909	\$38,189
December 2021	\$0	\$125,334	\$95,751	\$80,654	\$68,832	\$61,633

**YEAR TO DATE CASH FLOW COMPARISON**

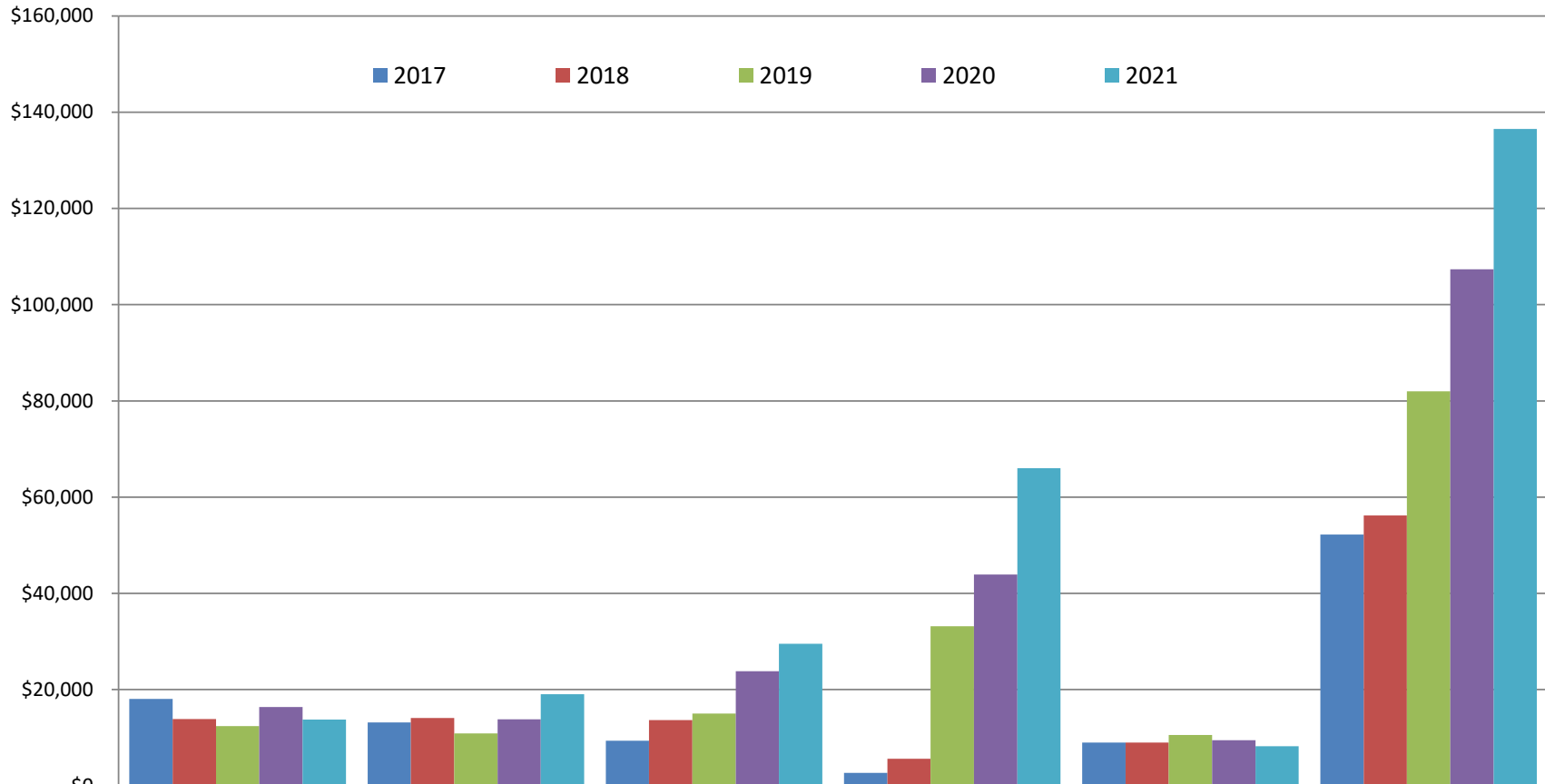
**BUDGET COMPARISON**

	Year to Date Total	Percent of Budget	Percent change from previous Year to Date	Dollar change from previous Year to Date	Budgeted Amount
2021	\$2,390,979	137.27%	28.96%	\$ 537,001.54	\$1,741,825
2020	\$1,853,977	111.74%	12.99%	\$ 213,160.70	\$1,659,230
2019	\$1,640,817	117.29%	19.49%	\$ 267,657.63	\$1,398,967
2018	\$1,373,159	108.09%	7.05%	\$ 90,425.85	\$1,270,354
2017	\$1,282,733	108.48%	11.19%	\$ 129,104.53	\$1,182,454
2016	\$1,153,629	99.05%	83.24%	\$ 524,042.96	\$1,164,718

### 4% SALES TAX CASH FLOW 2021 November 2021



### TOWN OF GRAND LAKE Sales Tax Collection by Industry for November 2017-2021



	Fixed Retail	Restaurants/Bars	Lodging	Miscellaneous	Utilities	Total Month
■ 2017	\$18,043	\$13,148	\$9,328	\$2,693	\$8,991	\$52,204
■ 2018	\$13,876	\$14,077	\$13,666	\$5,593	\$8,968	\$56,180
■ 2019	\$12,415	\$10,857	\$15,029	\$33,121	\$10,558	\$81,979
■ 2020	\$16,370	\$13,813	\$23,784	\$43,918	\$9,450	\$107,335
■ 2021	\$13,780.60	\$19,040.50	\$29,486.58	\$66,033.70	\$8,188.72	\$136,530.10

1-24-22

E13

Invoice Date	GL Account and Title	Description	Net Invoice Amount
<b>BLACKWELL OIL CO, INC</b>			
<b>21055</b>			
12/29/2021	10-130000 Diesel Inventory	PW-DIESEL #1 RED INVENTORY @2.9323	1,313.67
12/29/2021	10-130000 Diesel Inventory	PW - DIESEL #2 RED PREMIUM INVENTORY - \$2.70230/GALLON	2,837.42
12/29/2021	10-129000 Unleaded Gas Inventory	PW - UNLEADED GAS INVENTORY - \$2.762/GALLON	4,143.00
Total 21055:			8,294.09
Total BLACKWELL OIL CO, INC:			8,294.09
<b>BOBCAT OF THE ROCKIES</b>			
<b>11394876</b>			
01/07/2022	10-431-233 Equipment Maintenance	PW-LINK, FRAME BOOM AND LIGHT REAR TURN	509.93
Total 11394876:			509.93
Total BOBCAT OF THE ROCKIES:			509.93
<b>CARQUEST AUTO PARTS STORES</b>			
<b>15452-121123</b>			
12/09/2021	10-431-231 Gas/Fuel/Liquids	PW-ANT FXAB53 FINAL CHARGE 50/50-772G	39.98
Total 15452-121123:			39.98
<b>15452-122341</b>			
12/21/2021	10-431-231 Gas/Fuel/Liquids	PW-DS-RX ANTI GEL	43.58
Total 15452-122341:			43.58
<b>185713</b>			
12/06/2021	10-431-233 Equipment Maintenance	PW-ACETYLENE (2)	529.90
12/06/2021	10-431-233 Equipment Maintenance	PW-RETURN-ENGINE HEATER	23.25-
12/06/2021	10-431-233 Equipment Maintenance	PW-RETURN-ACETYLENE	370.00-
Total 185713:			136.65
<b>4631264</b>			
12/01/2021	10-431-233 Equipment Maintenance	PW-CREDIT-RETURN	132.90-
Total 4631264:			132.90-
Total CARQUEST AUTO PARTS STORES:			87.31
<b>CENTURYLINK</b>			
<b>12/28/21</b>			
12/28/2021	10-450-344 Telephone/Internet/TV Utility	GLC - 970-627-2426 2 BUSINESS LINES JAN	109.30
Total 12/28/21:			109.30
Total CENTURYLINK:			109.30
<b>CIRSA</b>			
<b>212140</b>			
01/18/2022	40-460-513 Property/Casualty Insurance	MARINA-2002 LOAD TRAILER INSURANCE	38
01/18/2022	10-431-232 Vehicle Maintenance	PW-2018 FORD F-150 INSURANCE	19.08

Invoice Date	GL Account and Title	Description	Net Invoice Amount
Total 212140:			19.46
<b>220181</b>			
01/01/2022	10-415-513 Property/Casualty Insurance	ADMIN - GF PROP/CASUALTY 1ST QTR 2022	6,758.96
01/01/2022	10-450-513 Property/Casualty Insurance	GLC - PROP/CASUALTY 1ST QTR 2022	2,186.73
01/01/2022	20-430-513 Property/Casualty Insurance	WATER - PROP/CASUALTY 1ST QTR 2022	3,445.75
01/01/2022	40-460-513 Property/Casualty Insurance	MARINA - PROP/CASUALTY 1ST QTR 2022	795.17
01/01/2022	50-470-315 Site Maintenance	PAYT-PROP/CASUALTY 1ST QTR 2022	66.26
Total 220181:			13,252.87
<b>W22084</b>			
01/01/2022	10-217600 WC Payable	BOT-WORKER COMP 1ST QTR	95.43
01/01/2022	10-217600 WC Payable	ADMIN - WORK COMP 1ST QTR	167.00
01/01/2022	10-217600 WC Payable	PS-WORKER COMP 1ST QTR	286.29
01/01/2022	10-217600 WC Payable	PW-WORKER COMP 1ST QTR	4,008.06
01/01/2022	10-217600 WC Payable	GLC-WORKER COMP 1ST QTR	71.57
01/01/2022	10-217600 WC Payable	PARKS-WORKER COMP 1ST QTR	524.87
01/01/2022	10-217600 WC Payable	WATER-WORKER COMP 1ST QTR	2,385.75
01/01/2022	10-217600 WC Payable	MARINA-WORKER COMP 1ST QTR	2,004.03
01/01/2022	10-217600 WC Payable	PW-WC LOSS CONTROL ADUIT-2021	255.20-
01/01/2022	10-217600 WC Payable	WATER-WC LOSS CONTROL AUDIT-2021	140.00-
01/01/2022	10-217600 WC Payable	MARINA-WC LOSS CONTROL AUDIT-2021	134.00-
01/01/2022	10-217600 WC Payable	PARKS-WC LOSS CONTROL AUDIT-2021	30.80-
Total W22084:			8,983.00
Total CIRSA:			22,255.33
<b>COLORADO INTERACTIVE, LLC</b>			
<b>12341210</b>			
12/31/2021	10-350-121 GL Center - Memberships	GLC-CR CARD DISPUTE	520.00
Total 12341210:			520.00
Total COLORADO INTERACTIVE, LLC:			520.00
<b>COUNTRY ACE HARDWARE</b>			
<b>544495</b>			
12/21/2021	10-431-222 General Supplies	PW-EXTENSION CORDS	202.96
Total 544495:			202.96
<b>544502</b>			
12/21/2021	10-452-220 Operating Supplies	PARKS-PHTCELL CNTDWN TMR & RMT	23.99
Total 544502:			23.99
Total COUNTRY ACE HARDWARE:			226.95
<b>CREDIT UNION OF COLORADO (AA)</b>			
<b>01/18/22</b>			
01/18/2022	10-415-215 Computer Software	ADMIN - PLANNER ADOBE 1 MONTH & ADOBE CREATIVE CLOUD	67.98
Total 01/18/22:			67.98

Invoice Date	GL Account and Title	Description	Net Invoice Amount
Total CREDIT UNION OF COLORADO (AA):			67.98
<b>CREDIT UNION OF COLORADO (CLERK)</b>			
<b>01182022</b>			
01/18/2022	10-415-370 Training/Travel	ADMIN-CO. MUNI CLERK ASSO-MEMBER RENEWAL	136.00
01/18/2022	10-415-370 Training/Travel	ADMIN-CLERK-CML-HANDBOOKS,BOARDS & COMMISSIONS,LIQUOR & BEER,ETHIC	10.00
01/18/2022	10-415-215 Computer Software	ADMIN-LOG ME IN SOFTWARE	38.00
01/18/2022	10-415-215 Computer Software	ADMIN-ZOOM SOFTWARE	29.98
01/18/2022	10-415-211 General Office Supplies	ADMIN-OFFICE SUPPLIES	102.46
01/18/2022	10-415-215 Computer Software	ADMIN-CLERK ADOBE-1 YEAR	179.88
Total 01182022:			496.32
Total CREDIT UNION OF COLORADO (CLERK):			496.32
<b>CRYSTAL MYERS</b>			
<b>1/14/22-INS</b>			
01/14/2022	10-450-100 Gross Wages - GL Center	PAYROLL REIMBURSEMENT FOR INSURANCE PAYMENT	81.00
Total 1/14/22-INS:			81.00
Total CRYSTAL MYERS:			81.00
<b>DAVID JOHNSON</b>			
<b>1/10/22</b>			
01/10/2022	20-430-241 Motors & Pumps	REIMBURSEMENT-FLOTEC CAST IRON TANK SYSTEM 1/2HP	318.80
Total 1/10/22:			318.80
Total DAVID JOHNSON:			318.80
<b>DPC INDUSTRIES, INC</b>			
<b>DE73001084-21</b>			
12/31/2021	20-430-221 Chemicals	WATER - (4) 150# CHLORINE	40.00
Total DE73001084-21:			40.00
Total DPC INDUSTRIES, INC:			40.00
<b>EXECUTECH UTAH, INC.</b>			
<b>161959</b>			
08/16/2021	10-415-220 Computer Hardware	ADMIN-DELL LATITUDE 3420 LAPTOP-TREASURER	1,119.99
Total 161959:			1,119.99
<b>EXEC-109040</b>			
01/01/2022	10-415-312 Computer Services	ADMIN-MONTHLY SERVICE-JAN	652.00
01/01/2022	10-450-312 Computer Services	GLC-MONTHLY SERVICE-JAN	103.50
01/01/2022	20-430-321 Computer System Support	WATER-MONTHLY SERVICE-JAN	207.00
01/01/2022	40-460-312 Computer Services	MARINA-MONTHLY SERVICE-JAN	103.50
Total EXEC-109040:			1,066.00
<b>EXEC-109887</b>			
12/31/2021	10-415-312 Computer Services	ADMIN-OVERAGE HOURS-DEC	827.70
12/31/2021	10-431-312 Computer Services	PW-OVERAGE HOURS-DEC	256.00
12/31/2021	10-413-465 Computer Software	BOT-OVERAGE HOURS-DEC	512.00

Invoice Date	GL Account and Title	Description	Net Invoice Amount
12/31/2021	10-450-312 Computer Services	GLC-OVERAGE HOURS-COMPUTER SUPPORT-DEC	128.00
Total EXEC-109887:			1,723.70
<b>EXEC-110146</b>			
12/31/2021	10-415-215 Computer Software	ADMIN-0365, SOPHOS, ACRONIS CLOUD STORAGE-DEC	520.41
12/31/2021	20-430-321 Computer System Support	WATER-SOPHOS-DEC	35.25
12/31/2021	10-450-312 Computer Services	GLC-SOPHOS, 0365-DEC	120.96
12/31/2021	10-431-312 Computer Services	PW-SOPHOS, 0365-DEC	120.96
Total EXEC-110146:			797.58
Total EXECUTECH UTAH, INC.:			4,707.27
<b>GRAND FOUNDATION</b>			
<b>1/1/2022</b>			
01/01/2022	10-413-859 Grand Foundation	BOT - CONTRIBUTION 2022	50,000.00
Total 1/1/2022:			50,000.00
<b>JAN, 1, 2022</b>			
01/01/2022	10-413-316 Dues/Memberships	BOT-CORPORATE SPONSORSHIP 2022	10,000.00
Total JAN, 1, 2022:			10,000.00
Total GRAND FOUNDATION:			60,000.00
<b>GRAND LAKE HARDWARE</b>			
<b>12/31/21</b>			
12/31/2021	10-452-220 Operating Supplies	PARKS-BOLTS, TUBE BULBS	41.00
12/31/2021	20-430-234 Well/Plant Maintenance	WATER-CABLE TIE,KEY,ROPE CLIP,VALVE	25.27
12/31/2021	20-430-227 Small Equipment/Tools	WATER-TIRE GAGE	6.39
12/31/2021	10-431-237 Building Maintenance	PW-KEYS	14.69
Total 12/31/21:			87.35
Total GRAND LAKE HARDWARE:			87.35
<b>GRAND RESOURCE &amp; RECYCLE COALITION</b>			
<b>2022-01</b>			
01/01/2022	50-470-301 Recycling Contribution	PAYT - MONTHLY DONATION JAN	125.00
Total 2022-01:			125.00
Total GRAND RESOURCE & RECYCLE COALITION:			125.00
<b>INDIAN PEAKS RENTAL, LLC</b>			
<b>30035</b>			
11/08/2021	10-431-242 Road Maintenance	PW- LG38-0003 CHIPPER RENTAL	1,207.52
Total 30035:			1,207.52
<b>30240</b>			
11/22/2021	10-452-220 Operating Supplies	PARKS-ML05-0002 MANLIFT-34', SAFETY HARNESS, DELIVERY & PICKUP	1,464.82
Total 30240:			1,464.82

Invoice Date	GL Account and Title	Description	Net Invoice Amount
<b>87534</b>			
06/07/2021	10-452-399 Equipment Rental	PARKS-CREDIT FOR WATER TRUCK RENTAL	2,454.01-
Total 87534:			2,454.01-
Total INDIAN PEAKS RENTAL, LLC:			218.33
<b>KROB LAW OFFICE, LLC</b>			
<b>12/31/21</b>			
12/31/2021	10-415-351 Legal Services	ADMIN-PLANNING LEGAL SERV-DEC	3,084.50
12/31/2021	10-415-351 Legal Services	ADMIN-LEGAL SERVICES-DEC	2,746.50
Total 12/31/21:			5,831.00
Total KROB LAW OFFICE, LLC:			5,831.00
<b>MICHAELS AUDIO &amp; VIDEO, INC.</b>			
<b>1380</b>			
01/13/2022	10-413-462 Computer Equipment	BOT-BOARD ROOM-HOOK UP NEW SOFTWARE TO NEW LAPTOP-LABOR ONLY	159.95
Total 1380:			159.95
Total MICHAELS AUDIO & VIDEO, INC.:			159.95
<b>MIDDLE PARK AGENCY</b>			
<b>991</b>			
01/10/2022	10-415-514 Position Bonds	ADMIN-PUBLIC OFFICIAL NAME SCHEDULE BOND-TREASURER	70.00
01/10/2022	10-450-870 Contingency - GL Center	GLC - PUBLIC OFFICAL NAME SCHEDULE BOND-TREASURER	20.00
01/10/2022	40-460-514 Position Bonds	MARINA - PUBLIC OFFICIAL NAME SCHEDULE BOND-TREASURER	20.00
01/10/2022	20-430-514 Position Bonds	WATER - PUBLIC OFFICIAL NAME SCHEDULE BOND-TREASURER	90.00
Total 991:			200.00
Total MIDDLE PARK AGENCY:			200.00
<b>MOUNTAIN ALARM</b>			
<b>282596</b>			
12/28/2021	10-450-355 Purchased Professional Ser	GLC-FIRE ALARM-INSTALL NEW BATTERY	220.00
Total 282596:			220.00
Total MOUNTAIN ALARM:			220.00
<b>MOUNTAIN PARKS ELECTRIC, INC</b>			
<b>01/11/22-GROUP277</b>			
01/11/2022	10-415-341 Electric Utility	ADMIN-ELECTRIC-DEC	398.70
01/11/2022	10-415-341 Electric Utility	ADMIN-STANLEY HOUSE-DEC	101.00
01/11/2022	10-431-341 Electric Utility	PW-ELECTRIC DEC	512.22
01/11/2022	10-431-349 Street Light Electric Utility	PW-STREET LIGHTS DEC	1,559.94
01/11/2022	10-452-341 Electric Utility	PARKS-ELECTRIC DEC	580.95
01/11/2022	10-450-341 Electric Utility	GLC-ELECTRIC DEC	1,203.64
01/11/2022	40-460-341 Electric Utility	MARINA - ELECTRIC DEC	52.48
01/11/2022	20-430-341 Electric Utility	WATER - ELECTRIC--DEC	2,184.29
Total 01/11/22-GROUP277:			6,593.22

Invoice Date	GL Account and Title	Description	Net Invoice Amount
<b>ACCT-503167100-DEC</b>			
01/11/2022	20-430-341 Electric Utility	WATER - ELECTRIC--DEC-ACCT503167100	276.98
Total ACCT-503167100-DEC:			276.98
Total MOUNTAIN PARKS ELECTRIC, INC:			6,870.20
<b>QUILL CORPORATION</b>			
<b>21996696</b>			
01/03/2022	10-415-211 General Office Supplies	ADMIN-DAILY PLANNER	65.51
Total 21996696:			65.51
Total QUILL CORPORATION:			65.51
<b>THE GREEN COMPANY</b>			
<b>189749</b>			
01/11/2022	10-452-220 Operating Supplies	PARKS-JUMBO TOILET PAPER,PULL TOWELS,KITCHEN ROLL TOWELS,BROOM	203.82
Total 189749:			203.82
Total THE GREEN COMPANY:			203.82
<b>THREE LAKES WATER &amp; SANITATION DISTRICT</b>			
<b>6459</b>			
01/10/2022	20-430-318 Testing Services	WATER-TESTING 17192-17195	100.00
Total 6459:			100.00
Total THREE LAKES WATER & SANITATION DISTRICT:			100.00
<b>TRIPLE V DESIGNS</b>			
<b>4250</b>			
01/13/2022	10-415-211 General Office Supplies	CODE-PRINTING CITATION FORMS(10BOOKS)	340.09
Total 4250:			340.09
Total TRIPLE V DESIGNS:			340.09
<b>TROY SCHROCK</b>			
<b>1/7/22</b>			
01/07/2022	20-344-160 Misc. Revenues	REFUND WATER PAYMENT MADE IN ERROR	113.22
Total 1/7/22:			113.22
Total TROY SCHROCK:			113.22
<b>US BANK (TM)</b>			
<b>5592850001048363-DEC</b>			
01/10/2022	10-450-220 General Operating Supplies	GLC-AMAZON-TENNIS PADDLES,JUMP ROPES,POOL CUES, PLAYGROUND BALLS	346.14
01/10/2022	10-450-220 General Operating Supplies	GLC-AMAZON-WII GAME	65.00
01/10/2022	10-415-370 Training/Travel	ADMIN-EMPLOYEE LUNCH	45.63
01/10/2022	10-415-370 Training/Travel	ADMIN-LUNCH GINNY WILKERSON-GRANTS	31.46
01/10/2022	10-415-370 Training/Travel	ADMIN-TM-CCCMA MEMBERSHIP PAYMENT & CONFERENCE REGISTRATION	380.00
01/10/2022	10-415-215 Computer Software	ADMIN-ADOBE ACROPRO SUBS	39.98
01/10/2022	10-431-312 Computer Services	PW-KEITH-APPLE FEES	10.98
01/10/2022	10-431-370 Training/Travel	PW-KEITH-CAR WASH	5.00

Invoice Date	GL Account and Title	Description	Net Invoice Amount
01/10/2022	10-431-370 Training/Travel	PW-KEITH-EMPLOYEE LUNCH	97.31
01/10/2022	10-413-211 Office/meeting supplies	BOT-SAUNDRA--MEETING FOOD	113.23
01/10/2022	10-415-311 Postage/Freight	ADMIN-USPS-POSTAGE	14.76
01/10/2022	10-415-211 General Office Supplies	ADMIN-SAUNDRA-OFFICE FOOD	162.32
01/10/2022	10-450-220 General Operating Supplies	GLC-DF SUPPLY-KEY CARDS	279.39
Total 5592850001048363-DEC:			1,591.20
Total US BANK (TM):			1,591.20
<b>USABLUEBOOK</b>			
<b>622682-1</b>			
01/07/2022	20-430-238 Distribution Line Maintenanc	WATER-BUFFER PACKS	17.31
Total 622682-1:			17.31
Total USABLUEBOOK:			17.31
Grand Totals:			113,857.26

TOWN OF GRAND LAKE COMBINED ACCOUNTS PAYABLE AND  
ACCOUNTS PAYABLE - ALREADY PAID (ATTACHMENT A): JAN 2022

MAYOR: \_\_\_\_\_  
STEVE KUDRON, MAYOR

ATTEST: \_\_\_\_\_  
JENNIFER THOMPSON, CLERK



January 24, 2022

To: Mayor Kudron and Town Trustees  
From: Jennifer Thompson, Town Clerk *J.T.*  
RE: Special Events Liquor Permit Approval

An application for a Special Event Liquor Permit was received from the Grand Lake Chamber of Commerce with the certificate of good standing as a non-profit, appropriate fee and diagram showing liquor boundaries at Gene Stover Lakefront Park.

The request is to sell malt, vinous and spirituous liquor by the drink for consumption on the premises only for their Annual Pond Hockey tournament to be held Saturday, February 26, 2022, from 8 a.m. to 8 p.m. on Grand Lake and the lakefront park.

Grand Lake Chamber of Commerce qualifies for a Special Events Liquor Permit in that it is incorporated with the State of Colorado as a non-profit, and has not received more than 15 Special Events Liquor License Permits for 2022, this is their *first* request. The proposed location is more than 500 feet from any educational institution; therefore, State Statute does not prohibit liquor from being sold from this location.

Public notice was posted on the premises on January 1, 2022, and again on January 14, 2022. The Grand County Sheriff's Department reviewed the application and found no adverse information which would affect this permit.

The Board must investigate the application and could deny the permit if its issuance would injure the public welfare by reason of the nature or location of the special event, or failure of the applicant to conduct past special events in compliance with applicable laws and regulations.

**Suggested Motion:**

**I move to approve the Special Events Liquor Permit Application from the Grand Lake Chamber of Commerce for their Annual Pond Hockey tournament to be held Saturday, February 26, 2022, from 8 a.m. to 8 p.m. on Grand Lake and Lakefront Park.**

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

Pond Hockey

DR 8439 (09/19/19)  
COLORADO DEPARTMENT OF REVENUE  
Liquor Enforcement Division  
(303) 205-2300

### Application for a Special Events Permit

Departmental Use Only  
**RECEIVED**  
1-14-22

In order to qualify for a Special Events Permit, You Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)

- Social
- Fraternal
- Patriotic
- Political
- Athletic
- Chartered Branch, Lodge or Chapter
- National Organization or Society
- Religious Institution
- Philanthropic Institution
- Political Candidate
- Municipality Owned Arts Facilities

**RECEIVED**

<b>LIAB</b> Type of Special Event Applicant is Applying for:	<b>DO NOT WRITE IN THIS SPACE</b>
2110 <input checked="" type="checkbox"/> Malt, Vinous And Spirituous Liquor \$25.00 Per Day	Liquor Permit Number
2170 <input checked="" type="checkbox"/> Fermented Malt Beverage \$10.00 Per Day	

1. Name of Applicant Organization or Political Candidate <b>GRAND LAKE CHAMBER</b>	State Sales Tax Number (Required) <b>01801097-0000</b>
---------------------------------------------------------------------------------------	-----------------------------------------------------------

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) <b>14700 US HWY 34 GRAND LAKE, CO. 80447</b>	3. Address of Place to Have Special Event (include street, city/town and ZIP) <b>GRAND LAKE LAKE AVENUE</b>
---------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------

4. Authorized Representative of Qualifying Organization or Political Candidate <b>Emily Hagen - GRAND LAKE CHAMBER</b>	Date of Birth <b>5/25/86</b>	Phone Number <b>3036533694</b>
---------------------------------------------------------------------------------------------------------------------------	---------------------------------	-----------------------------------

Authorized Representative's Mailing Address (if different than address provided in Question 2.)  
**14700 US HWY 34**

5. Event Manager <b>Emily Hagen</b>	Date of Birth <b>5/25/86</b>	Phone Number <b>3036533694</b>
----------------------------------------	---------------------------------	-----------------------------------

Event Manager Home Address (Street, City, State, ZIP) <b>198 CR 469 Grand Lake CO 80447</b>	Email Address of Event Manager <b>emily@grandlakechamber.com</b>
------------------------------------------------------------------------------------------------	---------------------------------------------------------------------

6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes How many days? _____	7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes License Number _____
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed?  Yes  No

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To
<b>2-26-2022</b>		<b>8</b>	<b>8</b>			<b>A.m.</b>	<b>P.m.</b>								

**Oath of Applicant**

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature <b>emilyhagen</b>	Title <b>Executive Director</b>	Date <b>1.11.22</b>
--------------------------------	------------------------------------	------------------------

**Report and Approval of Local Licensing Authority (City or County)**

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

**THEREFORE, THIS APPLICATION IS APPROVED.**

Local Licensing Authority (City or County)	<input type="checkbox"/> City <input type="checkbox"/> County	Telephone Number of City/County Clerk
--------------------------------------------	------------------------------------------------------------------	---------------------------------------

Signature	Title	Date
-----------	-------	------

**DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY**

Liability Information			
License Account Number	Liability Date	State	Total
		-750 (999)	\$ .



# GRAND COUNTY SHERIFF'S OFFICE

**BRETT D. SCHROETLIN**  
SHERIFF

**WAYNE SCHAFFER**  
UNDERSHERIFF

1-3-2022

TO: Grand Lake Area Chamber of Commerce

ATTN: Jenn Thompson

RE: Special Event Liquor Permit-  
Pond Hockey Tournament  
Gene Stover Lake Front Park  
1117 Lake Ave  
Grand Lake CO

The Grand County Sheriff's Office has completed a background check on:

Event Manager/Executive Director  
Emily Hagen

Grand Lake Chamber  
147 US Hwy 34  
Grand Lake CO 80447

We have no record of negative information on the above establishment.

The Grand County Sheriff's Office recommendation is:

No reason found to disapprove this establishment at this time.

Disapproval.

Carolyn Motz  
Support Services

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

GRAND LAKE CHAMBER OF COMMERCE

is a

Nonprofit Corporation

formed or registered on 07/10/1946 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871111053 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 12/17/2021 that have been posted, and by documents delivered to this office electronically through 12/20/2021 @ 11:41:34 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 12/20/2021 @ 11:41:34 in accordance with applicable law. This certificate is assigned Confirmation Number 13664717 .



*Jena Griswold*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*

RECEIVED  
DEC 14 2021  
By



Women



E25

# NOTICE

PURSUANT TO THE LIQUOR LAWS OF COLORADO

Grand Lake Chamber of Commerce  
14700 U.S. Highway 34  
Grand Lake, Co 80447

HAS REQUESTED THE LICENSING OFFICIALS OF

**The Town of Grand Lake**

TO: Approve a Special Event Liquor Permit  
for: Annual Pond Hockey Tournament

AT: 1117 Lake Avenue  
Grand Lake, Co 80447

**HEARING ON APPLICATION TO BE HELD AT:**

**Grand Lake Town Hall**  
**1026 Park Avenue**  
**Grand Lake, Colorado 80447**

TIME AND DATE: January 24<sup>th</sup> @ 6 PM

DATE OF APPLICATION: 1-11-2022

BY ORDER OF: **Grand Lake Board of Trustees**

**OFFICERS:** Emily Hagen  
P.O. Box 489  
Grand Lake, Co  
80447

**Town Clerk**  
**P.O. Box 99 Grand Lake, Colorado 80447**



To: Mayor Kudron and the Grand Lake Board of Trustees  
From: John Crone, Town Manager  
Re: Letter of Support for Three Lakes Water & Sanitation  
Date: January 24, 2022

### **Background**

On December 13, 2021, Katie Nicholls from Three Lakes Water & Sanitation made a presentation at the BOT workshop. At that time, Three Lakes requested that the Town Board issue a letter in support of their plan to switch over all septic in the district to sewer lines. The letter is intended to help Three Lakes when they apply for state and federal grant money to help with the conversion.

At the time, the Board requested that staff draft a letter of support for its consideration. The attached letter provides for everything that Three Lakes needs in such a letter.

### **Motion**

If the Board wishes to provide Three Lakes with a letter of recommendation, it may do so by adopting the following motion:

*I move to instruct the Mayor to execute the attached Letter of Support for Three Lakes Water & Sanitation.*



January 24, 2022

**Subject:**

COMMUNITY SEPTIC TO SEWER CONVERSION PROJECT TO PROTECT THE UPPER COLORADO RIVER WATERSHED, THE ROCKY MOUNTAIN NATIONAL PARK AND ADJACENT WILDERNESS AND NATIONAL FORESTS TREASURES

To Whom it May Concern:

On behalf of the Board of Trustees of the Town of Grand Lake, we wish to take this opportunity to express our support for the septic to sewer project proposed by the Three Lakes Water & Sanitation District.

This community took it upon itself to begin a region-wide sewage collection and treatment system in the early 1970's, before the Clean Water Act, ahead of the rest of the country. It's time to complete the build out of this network, in order to help protect our Three Lakes --- Colorado's largest body of water at the headwaters to the Colorado River.

Over 4.5 million tourists travel through this community every year, placing extraordinary demands on our infrastructure. Our role in serving tourism in the midst of National Parks, Wilderness and water resources necessitates a federal role in supporting this community's infrastructure. Without properly designed infrastructure, both the economic and social well-being of our community could be threatened.

Thank you for your consideration.

Sincerely,

Stephan Kudron  
Mayor, Town of Grand Lake, CO



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)



To: Mayor Kudron and the Grand Lake Board of Trustees  
From: John Crone, Town Manager  
Re: MOU with the GLFPD for plowing  
Date: January 24, 2022

### **Background**

In recent BOT meetings, the issue of the Town plowing the fire department's main station (on West Portal) has come up. There were concerns about the Town's liability in case any damage occurred while plowing. The Board requested that staff prepare an MOU to cover such eventuality.

The attached MOU, which has been reviewed by the Town Attorney, allows (but does not require) the Town to plow the main fire station. In exchange, the GLFPD will indemnify the Town for any damages that occur as a result of the operations. The MOU exempts the GLFPD from responsibility for any damage to Town equipment or Town employees since such damage will almost certainly be the fault of the Town.

### **Motion**

If the Board wishes to approve the MOU and allow for the Town to plow the fire station lot, then it may do so by adopting the following motion:

*I move to instruct the Mayor to execute the attached MOU between the Town of Grand Lake and the Grand Lake Fire Protection District for plowing services.*

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE TOWN OF GRAND LAKE AND THE GRAND LAKE FIRE PROTECTION  
DISTRICT FOR PLOWING SERVICES AT 201 WEST PORTAL ROAD**

**THIS MEMORANDUM OF UNDERSTANDING (“MOU”)** by, between, and among the Town of Grand Lake, a Colorado municipal corporation (hereinafter, the “Town”) and the Grand Lake Fire Protection District, a quasi-municipal corporation and political subdivision of the State of Colorado (hereinafter “GLFPD”), hereinafter referred to jointly as “the Parties”; and

**WHEREAS**, governments may cooperate or contract with one another to provide any function, service, or facility lawfully authorized pursuant to C.R.S. § 29-1-203; and,

**WHEREAS**, the Town is desirous of providing snow plowing services for GLFPD at no cost to the GLFPD (the “Services”) at its primary fire station located at 201 West Portal Road, Grand Lake, Colorado (the “Property”); and,

**WHEREAS**, the Town and GLFPD recognize that there may be certain risks to property or people as a result of snow plow operations; and

**WHEREAS**, GLFPD is desirous of minimizing the risk to the Town incurred by the Town plowing the Property; and

**WHEREAS**, GLFPD provides emergency response services to the community that may be impacted if the Property is not adequately plowed; and

**WHEREAS**, the Town can adequately plow the Property with minimal impact to other Town services; and

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein and the recitals as set forth above, the Parties hereby agree as follows:

1. **PURPOSE.** The Parties are providing for the Town’s help in keeping the Property clear of snow in order to facilitate emergency response, while the Parties are also providing protection for the Town from legal claims resulting from the Town’s provision of the Service to the GLFPD.
2. **TOWN PROVISION OF SERVICE.** The Town shall, from time to time, provide snow plowing services at the Property. The Town is not obligated to provide these Services but shall attempt such provision of Services as circumstances allow. Failure of the Town to provide Services shall not be considered a breach of the terms of this MOU.
3. **GLFPD PROVISION OF SERVICE.** The GLFPD shall respond to fire emergency calls within the Town of Grand Lake.

4. **COOPERATION.** The Parties agree to work together and cooperate in providing further information or taking other actions as may be requested or in order to satisfy the requirements of the MOU.
5. **OPERATIONS.** GLFPD and the Town will each maintain responsibility for and control of their own operations, instructing their respective employees and volunteers, and ordering their own supplies.
6. **HOLD HARMLESS.** To the fullest extent permitted by applicable law, the GLFPD shall indemnify, defend and hold harmless the Town, its employees, Board members, and agents, against any and all claims or actions based upon or arising out of damages or injury to persons or property caused by or sustained in connection with the Service excepting Town employees or property.
7. **EXPENSES AND REIMBURSEMENT.** Each of the Parties shall be responsible for any costs or expenses incurred on its behalf in the fulfilment of this MOU.
8. **TERMINATION.**
  - a. Any Party may terminate its obligations under this MOU without cause upon delivery of prior written notice to the other Parties at least thirty days before the effective date of such withdrawal.
  - b. Any Party may immediately terminate its obligations under this MOU upon written notice to the non-terminating Parties if circumstances arise that make it impossible for the terminating Party to carry out its responsibilities under this MOU.
9. **NOTICE.** Any notice required by this Agreement shall be given, in writing. Any such notice shall be deemed given (a) on the date of delivery, if personally delivered; (b) by electronic transmission, provided electronic or other written confirmation of delivery is obtained; or (c) on the third business day following mailing by registered or certified mail, return receipt requested, provided proper postage was prepaid and the mail was addressed to the address set forth immediately below or such new address that is given to the other Party in accordance with this Section 4.

A. **Town of Grand Lake:**  
 Town Manger  
 1026 Park Avenue  
 Grand Lake, Colorado 80447  
 (970) 627-3435  
 manager@toglco.com

B. **Grand Lake Fire Protection District:**  
 Chief  
 201 W. Portal Road  
 Grand Lake, Colorado 80447  
 (970) 627-8428  
 chief@grandlakefire.org

10. **REPRESENTATIVES.** The individuals listed in Section 8, above, are the respective representatives of the Parties authorized to make decisions related to and to implement the terms of this MOU.
11. **APPLICABLE LAW.** The Parties agree to comply with applicable federal, state and local statutes, charter provisions, ordinances, rules, regulations and standards as are in effect at the time this MOU is executed and as they may change from time to time. Any disputes arising under this Agreement shall be brought exclusively in Grand County District Court in the State of Colorado.
12. **NON-WAIVER.** The Parties shall not be excused from complying with any provisions of this MOU by the failure or delay of any Party to insist upon or seek compliance with such provisions.
13. **SEVERABILITY.** Should any provision(s) of this MOU be determined to be illegal or unenforceable, such provision shall be modified to make it legal and enforceable to the fullest extent of the law. In the event modification would not make the provision legal and enforceable, such provision shall be deleted from this MOU and all remaining provisions of this MOU shall remain fully enforceable. Provided, however, with respect to the deleted provision, the Parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a term that will achieve the original intent of the Parties hereunder.
14. **AMENDMENT.** This MOU may be amended, modified, or changed, in whole or in part, only by written agreement executed by all of the Parties hereto.
15. **ASSIGNABILITY.** The Parties shall not assign their respective rights or delegate their respective duties under this MOU without the prior written consent of all other Parties.
16. **HEADINGS FOR CONVENIENCE.** Headings and titles contained herein are intended for the convenience and reference of the Parties only and are not intended to combine, limit, or describe the scope or intent of any provision of this MOU.
17. **GOVERNMENTAL IMMUNITY.** The Parties hereto understand and agree that the Parties and their commissioners, officials, officers, directors, agents, volunteers, and employees, are relying on, and do not waive or intend to waive by any

provisions of this MOU, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101 to 120, C.R.S., or otherwise available to the Parties.

18. **EXECUTION.** This MOU may be executed in counterparts.
19. **EFFECTIVE DATE.** This MOU shall be considered effective as of the date of mutual execution of the MOU.

**THEREFORE, IN WITNESS WHEREOF**, the Parties hereto have executed this MOU the day and year first above written.

**TOWN OF GRAND LAKE, COLORADO:**

**BY:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GRAND LAKE FIRE PROTECTION DISTRICT:**

**BY:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



To: Mayor Kudron and the Grand Lake Board of Trustees  
From: John Crone, Town Manager  
Re: Sale of Town Property to Heckendorfs  
Date: January 24, 2022

### **Background**

The Heckendorf encroachment has a very long history. The Heckendorfs own a cabin that sits on .075 acres of Town-owned right of way. The cabin was originally placed on the property in 1955. The Heckendorfs have owned it since 1957.

In 2008, the Heckendorfs first came to the Town to seek a vacation of the parcel. Since then the proposal has been in front of the Board many times. In 2011, the Heckendorfs were granted an encroachment easement by the Town. The easement was updated in 2012. The easements have always contained a 45-day repeal provision allowing the Town to disallow the Heckendorfs use with just forty-five days' notice. The last time that the Board considered it was in May 2021.

Several times in the past, the Heckendorfs have informed the Town of the difficulties that they have acquiring adequate insurance for the property. This has become an issue once again following the fires. The Heckendorfs have asked the Town to come up with a resolution that will allow them to continue using the land with long-term assurances that the Town will not rescind the use or a solution that will give them ownership of the land.

During the May 2021 discussion about the property, the Board asked staff to get an appraisal done on the property. Despite reaching out to several appraisers, staff was unable to find an appraiser who could value the property. The reason for this is that the property did not have current zoning, and, even if the property were rezoned, no development could occur because of setbacks and the necessity of an Xcel Energy easement.

### **Sale vs. Vacation**

In the past, there has been significant discussion about vacating the right-of-way. However, a vacation of the right-of-way would not provide the Heckendorfs ownership of the property. In such a case, the property would likely revert to the Heckendorfs' neighbor



to the west. Therefore, the only likely solution to the issue would be for the Town to sell the property to the Heckendorfs.

The Town is restricted from selling property that has been put to a government use without a vote of the electorate. Staff has been unable to find any evidence that the property has ever been used by the Town for any government use. Therefore, it appears as if the Board of Trustees can make the decision to sell the parcel outright if it so desire.

### **Next Steps**

The Board needs to decide if it desires to sell the property to the Heckendorfs. If it does so desire, the Board will need to determine a fair price for the property. After making such a determination, the Board can instruct staff to take all of the necessary steps to complete the process. These steps will include:

- 1) Establishing and recording the necessary easement for Xcel Energy
- 2) Entering into a contract to sell the land to the Heckendorfs
- 3) Rezoning the parcel
- 4) Completing the sale

# IMPROVEMENT SURVEY PLAT

LOTS 1-5, CAJONS ADDITION TO GRAND LAKE AND  
A 0.16 ACRE TRACT NORTH OF LOTS 1-5  
TOWN OF GRAND LAKE, COUNTY OF GRAND, STATE OF COLORADO

- FOUND AS INDICATED
- REBAR & CAP PLS 26238
- △ CALCULATED CORNER

**LEGAL DESCRIPTION**  
CAJONS ADDITION TO GRAND LAKE LOTS 1-5 AND A 0.16 ACRE TRACT  
NORTH OF LOT 1-5, TOWN OF GRAND LAKE, COUNTY OF GRAND, STATE OF  
COLORADO

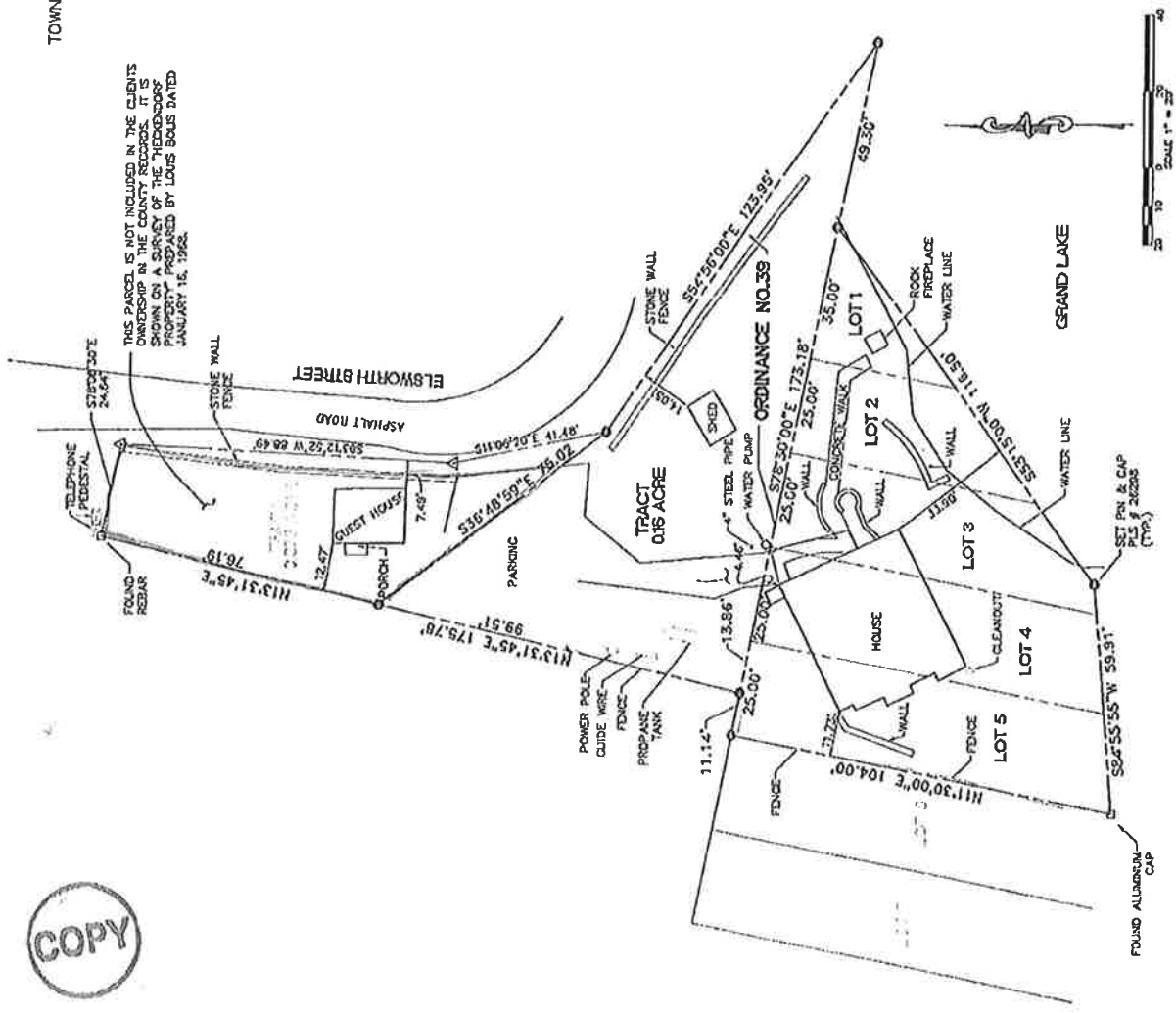
**SURVEYORS CERTIFICATION:**

I, ERALD W. RICHMOND BEING A REGISTERED PROFESSIONAL LAND SURVEYOR  
IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS IMPROVEMENT SURVEY PLAT  
WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM  
A FULLY LICENSED SURVEYOR AS REQUIRED BY THE STATUTES OF THE STATE OF COLORADO  
AND I AM NOT PROVIDING THIS SERVICE TO ANY OTHER PARTY.

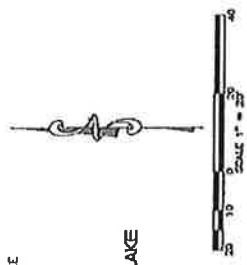


ERALD W. RICHMOND, P.L.S. 26238  
FOR AND ON BEHALF OF  
DIAMONDBACK ENGINEERING & SURVEYING, INC.

**DIAMONDBACK**  
ENGINEERING & SURVEYING, INC.  
12540 W. CEDAR DR. SUITE C  
LAKEWOOD, COLORADO  
(303) 985-4304 FAX: (303) 985-4314



THIS PARCEL IS NOT INCLUDED IN THE CLIENTS  
OWNERSHIP IN THE COUNTY RECORDS. IT IS  
SHOWN ON A SURVEY OF THE "HEDENBOOG"  
TRACT PREPARED BY LOUIS SOUS DATED  
JANUARY 15, 1928.



COPY

IMPROVEMENT SURVEY PLAT  
J. RICHMOND  
J. RICHMOND  
RICHMOND

DIAMONDBACK ENGINEERING & SURVEYING, INC.

DIAMONDBACK ENG. & SURVEYING, INC.  
12540 W. CEDAR DR., STE. C  
LAKEWOOD, CO. 80228  
(303) 985-4304  
10/6/12  
BASE DWG

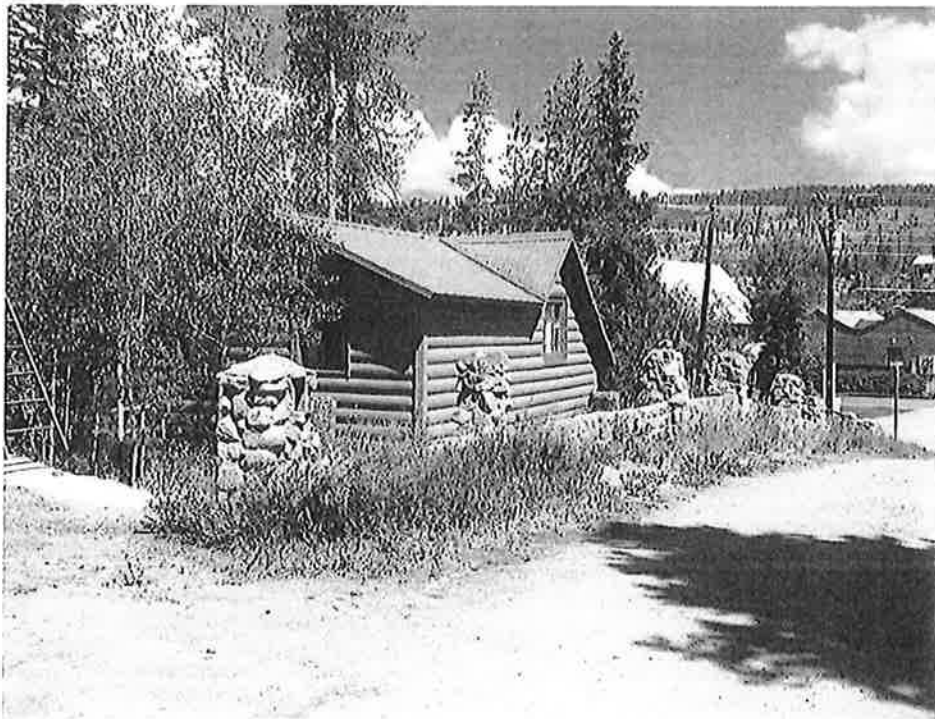
107

### Location Map

Grand CO Parcel Viewer



528 Lake Avenue – Lots 1-5, Cairns Addition



602



REC'D 1 2016



Town of Grand Lake  
P.O. Box 99  
Grand Lake, Co 80447

RE: Request to vacate a portion of Ellsworth Street (846 Cairns Avenue) Grand Lake

To Whom This May Concern:

Xcel Energy recently installed 2" PE pipe on the west side of Ellsworth Street within the road right away. Locates may be required to determine exact location. If the pipe is located in the proposed area to be vacated Xcel Energy will require an easement.

Please contact me if you have any questions or need additional information.

Sincerely,

*Kathleen Jacoby*

Kathleen Jacoby  
Design Planner  
Xcel Energy



To: Mayor Kudron and the Grand Lake Board of Trustees  
From: John Crone, Town Manager  
Re: Chamber Marketing Agreement  
Date: January 24, 2022

### **Background**

The Town has entered into an annual marketing and visitor center agreement with the Chamber for many years. The Town has recognized the crucial role that the Chamber has provided in building and maintaining our reputation as a premier destination for both Coloradoans and for visitors from other states and countries by budgeting an extra \$20,000 to help offset PR and event costs. These funds are reflected in the proposed contract. Other than the addition of these costs, the contracts remain the same as the 2021 contracts.

### **Staff Recommendation**

Staff believes that the Town has built a very good relationship with the Chamber. The Chamber sends their Executive Director to report at Town Staff meetings and the Town Manager has been attending Chamber Board meetings. There is very good communication and a very large degree of openness between the organizations.

Staff recommends that the Board of Trustees approve the attached Agreement by passing the following motion:

### **Motion**

I move to instruct the Mayor to execute the attached Agreement for Marketing Services and Visitor Center Services with the Grand Lake Area Chamber of Commerce.

## 2021 CHAMBER AGREEMENTS

### PART ONE/AGREEMENT FOR MARKETING SERVICES

THIS AGREEMENT, dated this 24<sup>th</sup> day of January, 2022 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, 2022, and shall remain in effect for a period of one year, expiring on December 31, 2022.

6) Obligations of the Town.

a) The Town agrees to appoint a representative to serve 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 2022 related to License Fees, Peddlers, Solicitors and Transient Merchants Fees collected by the Town, and General Fund Revenues, as specified in the approved 2022 Town budget. This money will be remitted by the Town within one week of the beginning of each fiscal quarter.

c) The Town agrees to remit twenty thousand dollars (\$20,000) to the Chamber in four quarterly payments to offset the costs of providing public relations services and for hosting Town events including, but not limited to: Winter Carnival, Memorial Day, The Fourth of July, and Buffalo Days.

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

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 **2022 Marketing Plan** and proposed marketing budget, subject to review and approval by the Town Board, to be effective **March 1, 2022**.
- f) The Chamber agrees to carry out the 2022 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 December 1<sup>st</sup>.
- l) In April and October 2022, the Chamber agrees to submit and present semi-annual reports for review and comment by the Town Board of Trustees. At a minimum, said semi-annual 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 March 1, 2022**, 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.**
- iv) The proposed 2022 Marketing Plan.**
- v) The proposed 2022 Chamber budget, including the marketing budget.**
- vi) The last completed final audit report or financial review.**

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.

(This area intentionally left blank)

## PART TWO/AGREEMENT FOR VISITORS' CENTER SERVICES

THIS AGREEMENT, dated this 24<sup>th</sup> day of January 2022 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, 2022 and shall remain in effect through December 31, 2022. The Lease Agreement shall be reviewed prior to December 1, 2022 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 2022, 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 2022 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. The Visitors' Center shall re-open on the day following Christmas, and operate daily through New Year's Eve Day.

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 1<sup>st</sup>.

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 April and October 2022, the Chamber agrees to submit and present semi-annual reports for review and comment by the Town Board of Trustees. At a minimum, said semi-annual 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 2021 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: \_\_\_\_\_  
Jim McComb, President

ATTEST:

By: \_\_\_\_\_  
Mindy Nelson, Treasurer

TOWN OF GRAND LAKE

By: \_\_\_\_\_  
Stephan Kudron, Mayor

ATTEST:

By: \_\_\_\_\_  
Jennifer Thompson, Town Clerk



To: Mayor Kudron and the Grand Lake Board of Trustees  
From: John Crone, Town Manager  
Re: Employment Contract with Town Manager  
Date: January 24, 2022

### **Background**

The Town Manager's employment contract is determined on an annual basis. Due to time constraints in approving a new contract for 2022, the Board and the Town Manager signed an extension of the contract in December 2021 that expires on January 31, 2022.

The Town Manager has requested that the parties enter into a contract that is substantially the same as the 2021 contract with an increased annual pay rate of \$116,000.

### **Motion**

If the Board wishes to enter into an employment contract with John Crone for 2022, it may do so by adopting the following motion:

*I move to instruct the Mayor to execute the employment contract with John F. Crone for the position of Town Manager at an annual pay rate of \_\_\_\_\_.*

## EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into as of this 24<sup>th</sup> day of January 2022, by and between the Town Board of Trustees of the Town of Grand Lake, State of Colorado, a municipal corporation (hereinafter “Town”), John F. Crone (hereinafter “Manager”), both of whom understand as follows:

WITNESSETH:

WHEREAS, the Town desires to employ the services of John F. Crone as Town Manager of the Town of Grand Lake, Colorado; and

WHEREAS, it is the desire of the Town Board of Trustees to provide certain benefits, establish certain conditions of employment, and to set working conditions of said Manager; and

WHEREAS, it is the desire of the Town Board of Trustees to:

1. Secure and retain the services of the Manager;
2. Provide inducement for him/her to remain in such employment;
3. Assure Manager’s morale and peace of mind with respect to future security;
4. Establish policy that will act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Manager; and,
5. To provide a just means for terminating Manager’s services at such time as he/she may be unable fully to discharge his/her duties or disability or when Town may desire to otherwise terminate his/her employ; and

WHEREAS, Manager desires to accept employment as Town Manager of said Town;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

### Section 1. – Duties.

Town hereby agrees to employ said Manager as Town Manager of said Town, and Manager agrees to perform such legally permissible and proper duties and functions as the Town Board of Trustees shall from time to time assign to Manager.

### Section 2. – Term.

- A. The term of this agreement shall be for a period commencing on the January 1, 2022 and terminating on the December 31, 2022 subject to annual appropriation. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Town Board of Trustees to terminate the services of Manager at any time, subject only to the provisions set forth in Section 3, Paragraphs A, B, and C of this agreement.
- B. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of Manager to resign at any time from his/her position with the Town, subject only to the provision set forth in Section 3, Paragraph C, of this agreement.
- C. Manager agrees to remain in the employee of the Town and neither to accept, nor to become employed by any other employer without Board approval until termination of Manager, pursuant to Section 3. The term “employed” shall not be construed to include occasional teaching, writing, or consulting performed on Manager’s time off.

### Section 3. – Termination and Severance Pay.

- A. Nothing within this agreement shall prevent, limit or otherwise interfere with the right of the Town to terminate the services of Manager. In the event Manager is terminated for any reason, other than conduct that is fraudulent or dishonest, conviction of a felony or crime involving moral turpitude under federal or state law, or failure by the Manager in any material way to fulfill or comply with his obligations under this Agreement, the Town agrees to pay Manager six (6) months salary, plus accrued benefits, as severance pay. Payment shall be made as a lump sum.
- B. In the event Manager voluntarily resigns his/her position with the Town then Manager shall give the Town a minimum of 45 days written notice in advance, or such lesser amount of advance notice as the parties otherwise mutually agree. The Manager shall not be entitled to, nor shall he receive severance pay in the event of voluntary resignation.
- C. In addition to any and all forms of compensation mentioned above, at the time of termination or of resignation, the Manager is entitled to receive and shall receive:
  1. Pay for all accrued time in the current pay period.
  2. Pay for all accrued vacation time, sick leave and floating holidays, per the Personnel Guidelines in effect at the time of termination or resignation, at the Manager's then current rate of pay.

#### Section 4. – Salary.

- A. For the period beginning January 1, 2022, and ending December 31, 2022, Manager shall be paid a salary of \$\_\_\_\_\_ for his/her services payable in installments at the same time as other employees of the Town are paid.
- B. In addition, Town agrees to modify said base salary and/or other benefits of Manager in such amounts and to such an extent as the Town Board of Trustees may determine that it is desirable to do so on the basis of any annual salary review and performance evaluation of said Manager made at the same time as similar consideration is given other employees generally, and with due consideration for budgetary constraints.
- C. The parties recognize that this employment agreement is subject to annual appropriation and is therefore not a multiple fiscal year financial obligation of the Town subject to the limitations contained in Article X, Section 20(5)(b), Colorado Constitution.

#### Section 5. – Hours of Work.

- A. It is recognized that Manager must devote a great deal of time outside normal office hours to business of the Town, and to that end Manager will be allowed to use time off as he shall deem appropriate during said normal office hours. Time off taken in excess of one day shall only be taken with notice and advance approval of the Mayor.
- B. Manager shall not spend more than 10 hours per month in teaching, consulting, or other non-town connected business without the express prior approval of the Board of Trustees.

#### Section 6. – Dues and Subscriptions.

Subject to such amounts therefor as may be budgeted by the Town Board of Trustees, at its sole discretion, agrees to pay the professional dues and subscriptions of Manager necessary for his/her continuation in regional, state and local association and organizations necessary and desirable for his/her continued professional participation, growth, and advancement, and for the good of the Town. Should the Manager be required by Town

Council to join any civic organizations, the annual dues and affiliated expenses shall be paid at the Town's expense.

Section 7. – Professional Development.

Subject to such amounts therefor as may be budgeted by the Town Board of Trustees specifically for the Manager, in its sole discretion, the Town agrees to pay the travel and subsistence expenses of Manager for professional and official travel, meeting, and occasions adequate to continue the professional development of Manager and adequately pursue necessary official and other functions for the Town, including but not limited to regional, state, and local government groups and committees thereof which Manager serves as a member and are related to his/her employment position with the Town of Grand Lake.

Section 8. – General Expenses.

Subject to such amounts therefor as may be budgeted by the Town Board of Trustees, in its sole discretion, Town recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Manager, and hereby agrees to reimburse or pay said general expenses including but not limited to expenses for the benefit of the Town of Grand Lake or the furtherance of the Town's objectives or interests, not to exceed \$250 per month without prior approval of the Town Board.

Section 9. – Vacation.

The Manager shall accrue and shall have credited to his/her personal account, vacation at the same rate as all other Town of Grand Lake full-time employees, as outlined in the Town's Personnel Guidelines.

Section 10. - Compensatory Time.

The Manager is considered an exempt employee as defined in the FLSA and is not awarded any compensatory time for hours worked in excess of 40 per week with the exception as stipulated in Section 5(A) of this agreement.

Section 11. – Miscellaneous Benefits.

- A. The Manager shall have access to a Town automobile for Town business as permitted in the Employee Handbook. Should a Town vehicle be unavailable or the Manager elect to not utilize the Town vehicle for Town business, the Manager shall be reimbursed for use of his personal vehicle for Town business at the rate of \$0.56 per mile. The Manager shall not have access to a Town vehicle for personal use.
- B. The Town agrees to provide Manager a cell phone at Town expense.
- C. The Town agrees to provide Manager a one-time moving stipend in the amount of \$3,600.00 (three thousand six hundred) dollars to assist with the relocations costs incurred in the Manager making the Town of Grand Lake, Colorado his primary residence. Payment of stipend shall be made in a lump payment upon request of the Manager and the approval of the Board of Trustees. Such approval shall not be unreasonably withheld.

Section 12. – Other Terms and Conditions of Employment.

- A. The Town Board of Trustees shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the Ordinances of the Town, or any other law.

- B. All provisions of the Town Code, and regulations and rules of Town relating to vacations and sick leave, retirement and pension system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended also shall apply to Manager as they would to other employees of the Town, unless specifically superseded by the terms of this agreement.
- C. The Board of Trustees shall conduct an annual performance evaluation with the Manager. The evaluation shall be based on mutually agreed performance indicators and standards that reflect the specific job duties of the position. The purpose of the evaluation shall be:
  - 1. To determine goals for the next twelve months;
  - 2. To review the performance of the Manager based on the previously agreed job indicators;
  - 3. To use as one basis for determining the compensation of the Manager for the succeeding year.

Section 13. – General Provisions.

- A. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Manager.
- B. This Agreement shall be binding upon the signing by both parties and shall take effect January 1, 2022.
- C. Except as expressly provided to the contrary in the agreement, the manager is subject to the personnel guidelines of the Town of Grand Lake.
- D. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.

FOR THE MANAGER:  
BY:

FOR THE TOWN OF GRAND LAKE  
BY:

\_\_\_\_\_  
John F. Crone, Town Manager

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