



GRAND LAKE BOARD OF TRUSTEES WORKSHOP AND MEETING AGENDA

Monday, November 28, 2022 at 4:30 PM

Town Hall Board Room – 1026 Park Avenue

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

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

<https://us06web.zoom.us/j/88262135147>

You can also dial in using your phone.

United States: 719 359 4580

Access Code: 882 6213 5147

WORK SESSION 4:30 PM

1. Call to Order
2. Roll Call
3. Conflicts of Interest
4. Items of Discussion
 - A. HTA Report
 - B. MJ Ordinance Discussion

EVENING MEETING 6:00 PM

1. Call to Order
2. Pledge of Allegiance
3. Announcements
4. Roll Call
5. Conflicts of Interest
6. Manager's Report
7. Public Comments (Limited to 3 minutes)
8. Consideration to Approve Meeting Minutes
 - A. November 14, 2022
9. Consideration to Approve Accounts Payable
 - A. November 28, 2022
10. Items of Discussion
 - A. **QUASI-JUDICIAL:** Consideration of a Special Events Liquor Permit for the Grand Arts Council, "Comedy Night" Event
 - B. Consideration of Resolution 38-2022, Recognizing Keith Everhart for His Contributions to the Town
 - C. Consideration of Resolution 39-2022, Recognizing Tracy Temple for His Contributions to the Town
 - D. Consideration of Resolution 40-2022, Waiving Fees for the 2022 Secret Santa Event
 - E. Consideration of Contract with Grand Lake Area Historical Society for Use of Town Modular in 2023
 - F. Consideration of Contract with Grand County Water Information Network for Use of Town Modular in 2023
 - G. Consideration of a Contract to Replace Town Dock
 - H. **Executive Session Pursuant to C.R.S Section 24-6-402(4)(e), to Instruct Negotiators in Connection With a Requested Annexation of 120 GCR 663.**
 - I. **Executive Session Pursuant to C.R.S. Section 24-6-402(4)(e), to Instruct Negotiators in Connection With a Requested Annexation of Metes & Bounds 76 All 8.98 AC in Lot 1 Sec 1 T3N R76**
11. Mayor's Report
12. Future Items for Consideration
13. Adjourn Meeting



GRAND LAKE BOARD OF TRUSTEES WORKSHOP AND MEETING MINUTES

Monday, November 14, 2022, at 6:00 PM

Town Hall Board Room – 1026 Park Avenue

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

EVENING MEETING 6:00 PM

A. Call to Order

The regular meeting of the Board of Trustees was called to order by Trustee Arntson at 6:00 P.M. in the Town Hall Board Room.

B. Pledge of Allegiance

Trustee Arntson led everyone in reciting the Pledge of Allegiance.

C. Announcements

Trustee Arntson announced: Please turn off all cell phones during the meeting.

D. Roll Call

Mayor Kudron, Mayor Pro-Tem Bjorkman, and Town Manager Crone all appeared via Zoom. Trustees Arntson, Bergquist, Strachan, and Packer were present. Town Clerk Carrell was also in attendance.

Trustee Strachan made a motion to dismiss Trustee Sobon’s absence from the workshop and evening meeting. Trustee Packer seconded the motion. Town Clerk Carrell called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bjorkman	Aye
Trustee Bergquist	Aye
Trustee Arntson	Aye
Trustee Strachan	Aye
Trustee Packer	Aye
Trustee Sobon	Absent

E. Conflicts of Interest

None.

F. Public Comments

None.

G. Consideration to Approve Meeting Minutes

2. Meeting Minutes 10-24-2022

Trustee Bergquist made a motion to approve the meeting minutes for October 24, 2022. Trustee Packer seconded the motion. Town Clerk Carrell called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bjorkman	Aye
Trustee Bergquist	Aye
Trustee Arntson	Aye
Trustee Strachan	Aye
Trustee Packer	Aye
Trustee Sobon	Absent

H. Consideration to Approve Accounts Payable

3. Accounts Payable 11-14-2022

Presented by Town Treasurer, Heike Wilson.

Trustee Arntson made a motion to approve Accounts Payable for November 14, 2022. Trustee Strachan seconded the motion. Town Clerk Carrell called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bjorkman	Aye
Trustee Bergquist	Aye
Trustee Arntson	Aye
Trustee Strachan	Aye
Trustee Packer	Aye
Trustee Sobon	Absent

I. Financials

4. September Financials

5. October Financials

Presented by Town Treasurer, Heike Wilson.

J. Items of Discussion

1. QUASI-JUDICIAL: Consideration of a Special Events Liquor Permit for the Grand Arts Council, "Comedy Night" Event

Agenda item moved to the November 28th meeting.

2. Consideration of Ordinance 15-2022, an Ordinance Amending Grand Lake Municipal Code Chapter 12, Article 2, Section 28, Parking Regulations and Design Standards

Presented by Town Clerk Carrell, on behalf of Town Manager, John Crone.

Mayor Pro-Tem Bjorkman made a motion to approve Ordinance 15-2022, amending Grand Lake Municipal Code Chapter 12, Article 2, Section 28, Parking Regulations and Design Standards. Trustee Arntson seconded the motion. Town Clerk Carrell called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bjorkman	Aye
Trustee Bergquist	Aye
Trustee Arntson	Aye
Trustee Strachan	Aye
Trustee Packer	Aye
Trustee Sobon	Absent

3. Consideration of Resolution 35-2022, a Resolution Adopting the 2023 Budget

Presented by Town Treasure, Heike Wilson.

Trustee Arntson made a motion to approve Resolution 35-2022, adopting the 2023 budget. Trustee Strachan seconded the motion. Town Clerk Carrell called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bjorkman	Aye
Trustee Bergquist	Aye
Trustee Arntson	Aye
Trustee Strachan	Aye
Trustee Packer	Aye
Trustee Sobon	Absent

4. Consideration of Resolution 36-2022, a Resolution Appropriating Sums of Money to Various Funds

Presented by Town Treasurer, Heike Wilson.

Trustee Arntson made a motion to approve Resolution 36-2022, appropriating sums of money to various funds. Trustee Bergquist seconded the motion. Town Clerk Carrell called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bjorkman	Aye
Trustee Bergquist	Aye
Trustee Arntson	Aye
Trustee Strachan	Aye
Trustee Packer	Aye
Trustee Sobon	Absent

5. Consideration of Resolution 37-2022, a Resolution Setting the Mill Levies for Property Taxes for Year 2023

Presented by Town Treasurer, Heike Wilson.

Mayor Pro-Tem Bjorkman made a motion to approve Resolution 37-2022, setting the mill levies for property taxes for year 2023. Trustee Strachan seconded the motion. Town Clerk Carrell called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bjorkman	Aye
Trustee Bergquist	Aye
Trustee Arntson	Aye
Trustee Strachan	Aye
Trustee Packer	Aye
Trustee Sobon	Absent

6. Consideration of an Agreement to Engage Dazzio & Associates to Conduct the FY 2022 Audit

Presented by Town Treasurer, Heike Wilson.

Trustee Arntson made a motion to approve the agreement to engage Dazzio & Associates to conduct the FY 2022 audit. Trustee Bergquist seconded the motion. Town Clerk Carrell called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bjorkman	Aye
Trustee Bergquist	Aye
Trustee Arntson	Aye
Trustee Strachan	Aye
Trustee Packer	Aye
Trustee Sobon	Absent

7. Consideration to Amend Town of Grand Lake Personnel Guidelines to Include an Added Benefit of Contributing Employees Share of FAMILI of .45% of Their Salary for Full-Time Year-Round Employees for Three Years if They Elect to Enroll by January 2023

Presented by Town Treasurer, Heike Wilson.

Trustee Arntson made a motion to amend Town of Grand Lake Personnel Guidelines to include an added benefit of contributing employees share of FAMILI of .45% of their salary for full-time year-round employees for three years if they elect to enroll by January 2023. Mayor Pro-Tem Bjorkman seconded the motion. Town Clerk Carrell called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bjorkman	Aye
Trustee Bergquist	Aye
Trustee Arntson	Aye
Trustee Strachan	Aye
Trustee Packer	Aye
Trustee Sobon	Absent

K. Mayor's Report

Mayor Kudron has been absent due to an extended vacation. He stated after visiting many state and national parks, and returning home to Grand Lake, that there is no place like home.

Attended the Mayor, Managers, and Commissioners meeting, where Randy George was introduced as the newly elected Commissioner for District Three. Town Manager Crone and Mayor Kudron have met with State Congressman Dylan Roberts and feel they are going to be a great deal of help to the Town of Grand Lake.

Mayor Kudron participated with the Three Lakes Watershed Association, as well as Outstanding Grand Lake with the State of Colorado's Water Quality Control Commission in discussing rule making for what is Regulation 36.

Thanked Town Staff for working diligently on the 2023 budget.

Thanked Keith Everhart, for all his hard work and dedication to the Town of Grand Lake.

L. Future Items for Consideration

- Marijuana Election Outcome
- Quasi-Judicial Special Event Liquor Permit
- MOU Church Snow Storage
- Short Term Rental Regulations

M. Adjourn Meeting

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

Mayor Kudron	Aye
Mayor Pro-Tem Bjorkman	Aye
Trustee Bergquist	Aye
Trustee Arntson	Aye
Trustee Strachan	Aye
Trustee Packer	Aye
Trustee Sobon	Absent

This meeting of the Board of Trustees was adjourned at 6:53 PM.

(Attest)

Alayna Carrell, Town Clerk

Steve Kudron, Mayor



Town of Grand Lake will post Accounts Payable online after Board of Trustees Approves it.

Feel free to reach out to Heike Wilson, Treasurer at hwilson@toglco.com or call 970-776-0779 if would like to view Accounts Payable before the Board of Trustees Approves it. List will be available the Thursday before the 2nd and 4th Monday of each month by request



November 14, 2022

Applicant: Grand Arts Council

Initiated by: Alan Walker & Jim Cervenka

Presented By: Alayna Carrell, Town Clerk

Introduction: An application for a Special Event Liquor Permit was received from the Grand Arts Council with the appropriate fees and a diagram showing liquor boundaries.

The request is to sell malt, vinous and spirituous liquor, and fermented malt beverages by the drink for consumption on the premises only for their "Comedy Night" event to be held Friday, December 30, 2022, from 4:00 p.m. to 10:00 p.m. at the Grand Lake Community House, located at 1025 Grand Avenue.

The Grand Arts Council 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 fourth request for the year.

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.

Neighborhood Boundaries: The town limits of Grand Lake are the neighborhood boundaries. The proposed location is at 1025 Grand Avenue is more than 500 feet from any educational institution; therefore, State Statute does not prohibit liquor from being sold from this location.

Financial Details: The respective license fees have been paid.

Background Check: The application was turned over to the Grand County Sheriff's Office, they found no adverse information that would affect the issuance of the license.

Legal Requirements:

Posting: Notice of Hearing was posted, November 1, 2022, at: 1025 Grand Avenue

Attachments: Application for a Special Events Permit and a diagram of the premises at 1025 Grand Avenue.

Staff Recommendation

Staff recommends the Town Board approve the Special Event Liquor Permit from the Grand Arts Council, for their "Comedy Night" event on Friday, December 30, 2022.

Town of Grand Lake
 1026 Park Avenue
 P.O. Box 99
 Grand Lake, CO 80447

Application for a Special Events Permit

Section 10, Item A.

State Only Permit/State Property

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.)

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> Social | <input type="checkbox"/> Athletic | <input type="checkbox"/> Philanthropic Institution |
| <input type="checkbox"/> Fraternal | <input type="checkbox"/> Chartered Branch, Lodge or Chapter | <input type="checkbox"/> Political Candidate |
| <input type="checkbox"/> Patriotic | <input type="checkbox"/> National Organization or Society | <input type="checkbox"/> Municipality Owned Arts Facilities |
| <input type="checkbox"/> Political | <input type="checkbox"/> Religious Institution | |

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

1. Name of Applicant Organization or Political Candidate Grand Arts Council		State Sales Tax Number (Required)
2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) P O Box 762 Grand Lake, CO 80447	3. Address of Place to Have Special Event (include street, city/town and ZIP) Grand Lake Community House 1025 Grand Ave. Grand Lake, CO 80447	

4. Authorized Representative of Qualifying Organization or Political Candidate Jim Cervenka	Date of Birth	Phone Number
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Authorized Representative's Mailing Address (if different than address provided in Question 2.)

5. Event Manager Alan Walker	Date of Birth	Phone Number
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Event Manager Home Address (Street, City, State, ZIP) _____
 Email Address of Event Manager _____

6. Has Applicant Organization or Political Candidate been issued a Special Event Permit this Calendar Year? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes How many days? <u>two</u>	7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes License Number _____
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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
12/30/22	4:00 p.m.	10:00 p.m.						

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 	Title Treasurer	Date 10/13/22
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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) Town of Grand Lake	<input checked="" type="checkbox"/> City <input type="checkbox"/> County	Telephone Number of City/County Clerk 970-627-3435
Signature	Title	Date

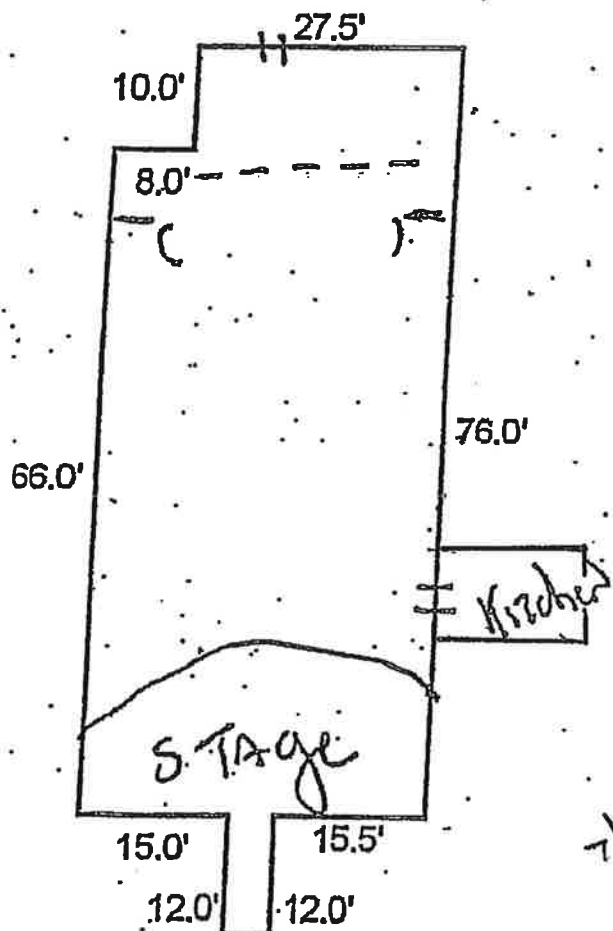
DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY			
Liability Information			Total
License Account Number	Liability Date	State	
		-750 (999)	\$

Grand Lake Community House



Grand Ave

Front



7/11/14
2

Back of Bldg

**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
RESOLUTION NO. 38-2022**

**A RESOLUTION RECOGNIZING THE SERVICE OF KEITH EVERHART TO THE
TOWN OF GRAND LAKE**

WHEREAS, Keith Everhart began working for the Town of Grand Lake in July 2019; and,

WHEREAS, Mr. Everhart has shown unwavering dedication to his job and to the Town of Grand Lake; and,

WHEREAS, Mr. Everhart’s efforts on behalf of the Town have made Grand Lake a better place to live and recreate; and,

WHEREAS, Mr. Everhart has announced his intention to retire from his current position as director of the Town’s public works department; and,

WHEREAS, the Town of Grand Lake will sorely miss Mr. Everhart’s contributions;

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

THAT, the Board of Trustees for the Town of Grand Lake recognizes Keith Everhart for his invaluable contributions to the residents and visitors of the Town of Grand Lake.

DULY MOVED, SECONDED, AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE THIS 28th DAY OF NOVEMBER 2022.

(SEAL)

Votes Approving:
Votes Opposing:
Votes Abstaining:
Absent:

ATTEST:

Alayna Carrell, Town Clerk Stephan Kudron, Town Mayor

**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
RESOLUTION NO. 39-2022**

**A RESOLUTION RECOGNIZING THE SERVICE OF TRACEY TEMPLE TO THE
TOWN OF GRAND LAKE**

WHEREAS, Tracey Temple began working for the Town of Grand Lake in January 2017; and,

WHEREAS, Mr. Temple has shown unwavering dedication to his job and to the Town of Grand Lake; and,

WHEREAS, Mr. Temple’s efforts on behalf of the Town have made Grand Lake a better place to live and recreate; and,

WHEREAS, Mr. Temple has announced his intention to retire from his current position with the Town’s public works department; and,

WHEREAS, the Town of Grand Lake will sorely miss Mr. Temple’s contributions;

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

THAT, the Board of Trustees for the Town of Grand Lake recognizes Tracey Temple for his invaluable contributions to the residents and visitors of the Town of Grand Lake.

DULY MOVED, SECONDED, AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE THIS 28th DAY OF NOVEMBER 2022.

(SEAL)

Votes Approving:
Votes Opposing:
Votes Abstaining:
Absent:

ATTEST:

Alayna Carrell, Town Clerk Stephan Kudron, Town Mayor



To: Mayor Kudron and the Board of Trustees
From: John Crone, Town Manager
Re: Setting of Certain Fees for the Secret Santa Event
Date: November 28, 2022

Background

The Mountain Family Center has submitted an application to use the Grand Lake Center on December 8, 9, and 10, 2022 for its annual Secret Santa event. This event is put on as a service to the Town.

The standard fee structure as adopted by the Board of Trustees set rates of \$400.00 for a full day rental and \$200.00 a day for non-profits. Mountain Family Center is a non-profit. Under the current rate structure, the fee for this use would be \$600.00. Mountain Family Center is asking for waiver of fees for the three-day rental.

Colorado state statute allows the Town to “aid and foster, by all lawful measures, associated charity organizations by appropriations and to grant the use of suitable rooms in the municipal buildings. No portion of any money so appropriated shall be given or loaned to any society, corporation, association, or institution that may be wholly or in part under sectarian or denominational control.” C.R.S. § 31-15-901(1)(c).

Motion

If the Board of Trustees desires to waive the fees for use of the Grand Lake Center for the Secret Santa event, it may do so by adopting the attached resolution with the following motion.

I move to adopt Resolution 40-2022, A RESOLUTION SETTING CERTAIN FEES FOR THE MOUNTAIN FAMILY CENTER’S USE OF THE GRAND LAKE CENTER ON DECEMBER 8, 9 and 10, 2022.

If the Board does not wish to grant the reduced fee, no action is necessary, and the Secret Santa event will be required to pay the standard rate as listed in the previously adopted fee structure.

**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
RESOLUTION NO. 40-2022**

A RESOLUTION SETTING CERTAIN FEES FOR THE MOUNTAIN FAMILY CENTER'S USE OF THE GRAND LAKE CENTER ON DECEMBER 8, 9, and 10, 2022

WHEREAS, Grand Angels, through the Mountain Family Center, has scheduled its annual Secret Santa event at the Grand Lake Center on December 8, 9, and 10, 2022; and,

WHEREAS, the rental fee for the use of the Grand Lake Center for these days is set at \$600.00 for non-profit organizations; and,

WHEREAS, the Board of Trustees has the authority pursuant to Colorado State Statute § 31-15-901(1)(c) and Section 2-3-2 of the Municipal Code to adopt a resolution waiving Town fees; and,

WHEREAS, upon consideration of staff comments and discussion amongst the Board members themselves, the Board concluded that waiving rental fees is in the best interests of the Town and its citizens;

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

THAT, the Board hereby waives rental fees at the Grand Lake Center for the Secret Santa event on December 8, 9, and 10, 2022.

DULY MOVED, SECONDED, AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE THIS 28th DAY OF NOVEMBER 2022.

(SEAL)

Votes Approving:
Votes Opposing:
Votes Abstaining:
Absent:

ATTEST:

Alayna Carrell, Town Clerk

Stephan Kudron, Town Mayor



TOWN OF
GRAND LAKE

To: Mayor Kudron and the Grand Lake Board of Trustees
From: John Crone, Town Manager
Re: GLC Modular Lease with the Grand Lake Area Historical Society
Date: November 28, 2022

Background

For several years, the Grand Lake Area Historical Society (GLAHS) has leased space in the GLC modular buildings. GLAHS has requested that its lease be renewed for 2023 at the same terms as 2022 (\$1200/year).

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

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

Motion

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

I move to instruct the Mayor to execute the attached lease with the Grand Lake Area Historical Society for the use of the modular structures located at the Grand Lake Center for the 2023 term as defined in the leases.



LEASE AGREEMENT

THIS AGREEMENT is made and entered into this 28th day of November 2022 by and between the Town of Grand Lake ("Town") and the Grand Lake Area Historical Society ("GLAHS")

ARTICLE 1.0 - RECITALS AND PURPOSE

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

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

ARTICLE 2.0 – DEMISE

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

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

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

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

ARTICLE 3.0 - TERM AND TERMINATION

- 3.1 The term of this Lease shall be for a period of one (1) year, commencing January 1, 2023 and ending at midnight on December 31, 2023, unless this Lease shall be sooner terminated in accordance with the other provisions hereof.
- 3.2 The Town may terminate this Lease at any time upon not less than Sixty (60) days written notice to GLAHS, if, in the Town's judgment, such termination is necessary for the Town's intended use of the Leased Premises, to permit the sale or transfer of the Leased Premises, or for any other reason deemed appropriate by the Town.
- 3.3 GLAHS may terminate this Lease at any time upon not less than Sixty (60) days written notice to Town, if, in GLAHS's judgment, such termination is deemed appropriate by GLAHS.

ARTICLE 4.0 – RENT

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

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

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

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

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

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

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

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

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

ARTICLE 7.0-TAXES

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

ARTICLE 8.0 - INDEMNIFICATION AND INSURANCE

8.1 The Town shall not be liable for any injury or damage to person or property as a result of any act or event occurring upon or arising from the Leased Premises during the term of this Lease, if it happens as a direct or indirect result of GLAHS operations.

8.2 GLAHS agrees to indemnify and hold harmless the Town, their officers, agents, employees, insurers and/or self-insurance pools, from and against all liabilities, losses, claims, demands, damages and expenses, including reasonable attorney fees, incurred or suffered by the Town as a result of: (a) failure by GLAHS to perform any covenant required to be performed by GLAHS hereunder; (b) any accident, injury, or damage caused by, resulting from, arising out of or in any manner connected with GLAHS's use of the Leased Premises; or (c) failure by GLAHS to comply with all requirements of any governmental authority.

8.3 GLAHS shall, at its expense, maintain general hazard insurance upon the Leased Premises to the full insurable value thereof. If desired, GLAHS shall also obtain and pay for hazard insurance coverage on its personal property kept upon the Leased Premises.

8.4 GLAHS agrees to obtain and keep in force, at GLAHS's expense, during the entire term of this Lease, such liability insurance as will fully protect GLAHS from claims under Worker's Compensation and other employee benefit laws for bodily injury and death and for property damage that may arise out of GLAHS's operation of the Leased Premises. GLAHS shall also maintain, at its expense a policy of comprehensive general public liability and property damage insurance, providing coverage of GLAHS, and the Town for claims for damages for bodily injury, including wrongful death, as well as claims for property damages, which may arise from the ownership, maintenance, use or operation of the Leased Premises, whether or not the foregoing described use and activities be by GLAHS or by anyone directly or indirectly employed by GLAHS.

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

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

- 8.5 Failure on the part of GLAHS to procure and maintain policies providing the required insurance coverage, conditions, and minimum limits provided in this Article shall constitute a material breach of this Agreement, for which the Town may immediately terminate this Agreement, or at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all sums so paid by the Town shall be repaid by GLAHS upon demand.

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

ARTICLE 9.0 - ASSIGNMENT OR SUBLETTING

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

ARTICLE 10.0-DEFAULT BY GLAHS; REMEDIES

- 10.1 If GLAHS defaults in the performance of any of its obligations under this Lease, the Town may give written notice of such default to GLAHS. If the default is not cured within ten (10) days after such written notice is given, the Town may elect to terminate this Lease by giving a further written notice of such termination to GLAHS. If such further notice is given, this Lease shall terminate on the date fixed in such notice as completely as if that were the date herein definitely fixed for expiration of the term of this Lease, and GLAHS shall then surrender the Leased Property to the Town.

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

ARTICLE 11.0 – NOTICE

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

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

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

ARTICLE 12.0 – MISCELLANEOUS PROVISIONS

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

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

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

TOWN OF GRAND LAKE

BY: _____
Stephan Kudron, Mayor

ATTEST:

Alayna Carrell, Town Clerk

GRAND LAKE AREA HISTORICAL SOCIETY

BY: _____
Jim Cervenka, President

ATTEST:

Elin Capps, Secretary



TOWN OF
GRAND LAKE

To: Mayor Kudron and the Grand Lake Board of Trustees
From: John Crone, Town Manager
Re: GLC Modular Lease with the Grand County Water Information Network
Date: November 28, 2022

Background

For several years, both the Grand County Water Information has leased space in the GLC modular. GCWIN has requested that its lease be renewed for 2023 at the same terms as 2022 (\$600/year for GCWIN).

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

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

Motion

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

I move to instruct the Mayor to execute the attached lease with the Grand County Water Information Network for the use of the modular structures located at the Grand Lake Center for the 2023 term as defined in the leases.



LEASE AGREEMENT

THIS AGREEMENT is made and entered into this 28th day of November 2022 by and between the Town of Grand Lake ("Town") and the Grand County Water Information Network ("GCWIN")

ARTICLE 1.0 - RECITALS AND PURPOSE

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

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

ARTICLE 2.0 – DEMISE

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

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

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

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

ARTICLE 3.0 - TERM AND TERMINATION

- 3.1 The term of this Lease shall be for a period of one (1) year, commencing January 1, 2023 and ending at midnight on December 31, 2023, unless this Lease shall be sooner terminated in accordance with the other provisions hereof.
- 3.2 The Town may terminate this Lease at any time upon not less than Sixty (60) days written notice to GCWIN, if, in the Town's judgment, such termination is necessary for the Town's intended use of the Leased Premises, to permit the sale or transfer of the Leased Premises, or for any other reason deemed appropriate by the Town.
- 3.3 GCWIN may terminate this Lease at any time upon not less than Sixty (60) days written notice to Town, if, in GCWIN's judgment, such termination is deemed appropriate by GCWIN.

ARTICLE 4.0 – RENT

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

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

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

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

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

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

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

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

ARTICLE 7.0-TAXES

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

ARTICLE 8.0 - INDEMNIFICATION AND INSURANCE

8.1 The Town shall not be liable for any injury or damage to person or property as a result of any act or event occurring upon or arising from the Leased Premises during the term of this Lease, if it happens as a direct or indirect result of GCWIN operations.

8.2 GCWIN agrees to indemnify and hold harmless the Town, their officers, agents, employees, insurers and/or self-insurance pools, from and against all liabilities, losses, claims, demands, damages and expenses, including reasonable attorney fees, incurred or suffered by the Town as a result of: (a) failure by GCWIN to perform any covenant required to be performed by GCWIN hereunder; (b) any accident, injury, or damage caused by, resulting from, arising out of or in any manner connected with GCWIN's use of the Leased Premises; or (c) failure by GCWIN to comply with all requirements of any governmental authority.

8.3 GCWIN shall, at its expense, maintain general hazard insurance upon the Leased Premises to the full insurable value thereof. If desired, GCWIN shall also obtain and pay for hazard insurance coverage on its personal property kept upon the Leased Premises.

8.4 GCWIN agrees to obtain and keep in force, at GCWIN's expense, during the entire term of this Lease, such liability insurance as will fully protect GCWIN from claims under Worker's Compensation and other employee benefit laws for bodily injury and death and for property damage that may arise out of GCWIN's operation of the Leased Premises. GCWIN shall also maintain, at its expense a policy of comprehensive general public liability and property damage insurance, providing coverage of GCWIN, and the Town for claims for damages for bodily injury, including wrongful death, as well as claims for property damages, which may arise from the ownership, maintenance, use or operation of the Leased Premises, whether or not the foregoing described use and activities be by GCWIN or by anyone directly or indirectly employed by GCWIN.

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

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

- 8.5 Failure on the part of GCWIN to procure and maintain policies providing the required insurance coverage, conditions, and minimum limits provided in this Article shall constitute a material breach of this Agreement, for which the Town may immediately terminate this Agreement, or at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all sums so paid by the Town shall be repaid by GCWIN upon demand.

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

ARTICLE 9.0 - ASSIGNMENT OR SUBLETTING

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

ARTICLE 10.0-DEFAULT BY GCWIN; REMEDIES

- 10.1 If GCWIN defaults in the performance of any of its obligations under this Lease, the Town may give written notice of such default to GCWIN. If the default is not cured within ten (10) days after such written notice is given, the Town may elect to terminate this Lease by giving a further written notice of such termination to GCWIN. If such further notice is given, this Lease shall terminate on the date fixed in such notice as completely as if that were the date herein definitely fixed for expiration of the term of this Lease, and GCWIN shall then surrender the Leased Property to the Town.

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

ARTICLE 11.0 – NOTICE

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

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

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

ARTICLE 12.0 – MISCELLANEOUS PROVISIONS

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

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

TOWN OF GRAND LAKE

BY: _____
Stephan Kudron, Mayor

ATTEST:

Alayna Carrell, Town Clerk

GRAND COUNTY WATER INFORMATION NETWORK

BY: _____
Katherine Morris, Chair

ATTEST:

Jessica Alexander, Secretary



To: Mayor Kudron and the Board of Trustees
From: John Crone, Town Manager
Re: Approval of Contracts to Purchase New Town Dock
Date: November 28, 2022

Background

In the winter of 2020-21, the Town docks were damaged by an ice event that was exasperated by the shutting down of pumping through the Adams Tunnel following the East Troublesome fire. There was a portion of the docks that had been moved prior to the event that were not damaged.

The Town filed an insurance claim with CIRSA that was approved. CIRSA agreed to pay for emergency repairs that would allow the existing docks to continue to be used until replacement docks could be installed. It also agreed to pay the replacement costs of the dock portions that were damaged.

For the last two years, the Town has been using the repaired docks; however, if we want to take advantage of our insurance settlement, we need to order the replacement docks at this time. The insurance will cover all of the costs associated with the purchase of the segments shown on the attached estimate. If we do not order the replacement segments, the insurance will only pay \$89,852.94. They will withhold \$80,000.00 for depreciation.

If the Town purchases the replacement segments, there are still several pieces that are being replaced that the Town could still use. We can use most of the fingers at the Marina and at the boat launch.

Motion

If the Board of Trustees desires to approve the replacement of the damaged dock segments, it may do so by adopting the following motion.

I move to approve the contract with Wahoo Docks / Island Lakes Marina for the purchase of new sections for the Town docks for \$160,515.88 and any additional shipping charges.



Island Lake Marine
 5887 SW Frontage Rd.
 Ft. Collins, CO 80528
 P: 1-970-225-0315 F: 970-225-3968

Section 10, Item G.

Quotation
 Subject to review over 30 days

Customer	Dealer	Miscellaneous
	Island Lake Marine	Date: 09/01/2022
	P: 1-970-225-0315	Delivery:
	F: 970-225-3968	Job Name: Grand Lake Marina -Insurance
	sandic@islandlakemarine.com (acct)	Body of Water: N/A
		R+ (wp)

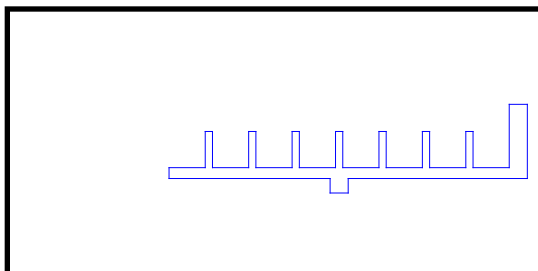
Main Deck <i>Category 5</i>	198' x 49'	2178 Sqft of Dock	\$	130,457.14
Decking >> Ipe (Ironwood) 24" Centers Not Predecked				
Eagle Floats Bumper and Cleat Package Included				

Anchoring	Qty	Per	Total	\$	13,308.34
Stiff Arm	6	\$2,218.06	\$13,308.34		
-Length: 22.0000 ft					

Gangway				\$	1,755.83
Pieces Width x Length Decking Type	Dock Hinge	Shore Hinge			
1 64" x 10' Aluminum AridDek - Grey	NA	Standard	\$1,755.83		
24" Stringers Flat					

Accessories	Qty	Per	Total	\$	6,044.57
Slip Angle - 3'	15	\$327.59	\$4913.85		
Transition Plate 18" - 4'	1	\$443.83	\$443.83		
Roller Assembly Standard orientation	5	\$52.84	\$264.2		
Hinge - 4' B/H Corner	1	\$422.69	\$422.69		

General Layout



Total Goods	\$	151,565.88
Estimated Shipping	\$	8,950.00
Tax	\$	0.00
Total	\$	160,515.88
Deposit:		\$80,257.94
Delivery:		\$48,154.76
Final:		\$32,103.18

* Actual shipping cost can change