



GRAND LAKE BOARD OF TRUSTEES WORKSHOP AND MEETING AGENDA

Monday, September 09, 2024 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/81210132781>

You can also dial in using your phone.

United States: 719 359 4580

Access Code: 812 1013 2781

WORK SESSION 4:30 PM

1. Call to Order
2. Roll Call
3. Conflicts of Interest
4. Items of Discussion
 - A. Middle Park Health Update, Jason Cleckler, CEO
 - B. Housing Authorities, Kim Crawford, Butler Snow
 - C. Administrative Organization, Guy Patterson

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
 - A. September 9, 2024
7. Public Comments (Limited to 3 Minutes)
- H. Consent Agenda
 1. Meeting Minutes August 26, 2024
 2. Accounts Payable September 9, 2024
9. Items of Discussion
 - A. Consideration of a New Special Event Application & Resolution 55-2024, Setting Certain Fees for the Rocky Mountain Folk School for Their "Raising the Barn" Fundraiser
 - B. Consideration of a Special Event Liquor Permit Application & Resolution 54-2024, a Resolution Setting Certain Fees for Rocky Mountain Folk School's Special Event, "Raising the Barn"
 - C. Consideration of Approval of Holiday Lighting for 2024
 - D. Consideration of Accepting Paving Bid for the Completion of Town Paving Projects
10. Future Items for Consideration
11. Mayor's Report
12. **EXECUTIVE SESSION PURSUANT TO SECTION 24-6-402(4)(f), C.R.S. TO DISCUSS A PERSONNEL MATTER RELATED TO THE TOWN MANAGER TO CHECK IN WITH THE BOARD OF TRUSTEES REGARDING PENDING AND ANTICIPATED MATTERS.**
13. Adjourn Meeting



MEMORANDUM

Date: 9/9/2024

To: Grand Lake Board of Trustees
From: Guy Patterson, Town Manager

Re: Work Session- Middle Park Health, Jason Cleckler

Work Session Agenda Item Number One

Mr. Cleckler is the CEO of Middle Park Health. He will be providing an update on his organization in general and the clinic at the Grand Lake Center in particular.



MEMORANDUM

Date: 9/9/2024

To: Grand Lake Board of Trustees
From: Guy Patterson, Town Manager

Re: Work Session- Housing Authorities

Work Session Agenda Item Number Two

Ms. Kim Crawford of Butler and Snow will lead a discussion on the potential to formulate a housing authority in Grand Lake. This would have the benefit of facilitating the completion of the Artspace Affordable Housing Project.

It appears that incurring a multi-year fiscal obligation to complete the Artspace project is unavoidable. To expedite the process, the Town may consider forming a housing authority. This authority would cover a single jurisdiction which would allow the authority to incur debt without having to hold an election. The debt would be repaid by rents.

The process for forming a housing authority is as follows:

1. Twenty-five residents of the Town file a petition with the Town Clerk setting forth that there is a need for a housing authority to function in the Town.
2. After the petition is filed, the Town Clerk publishes a notice giving the time, place and purpose of a public hearing at which the council will determine the need for a housing authority in the Town.
 - a. The notice is to be published at least 10 days prior to the hearing and is to be published in a newspaper having a general circulation in the Town.
3. The Board of Trustees holds a public hearing where all residents, taxpayers and interest persons have an opportunity to be heard.
4. After the hearing, the Board of Trustees is to determine:

- a. Whether unsanitary or unsafe inhabited dwelling accommodations exist in the Town; or
 - b. Whether there is a lack of safe or sanitary dwelling accommodations in the Town available for all the inhabitants thereof.
 - i. In determining whether dwelling accommodations are unsafe or unsanitary, the Board of Trustees shall take into consideration the following: The physical condition and age of the buildings; the degree of overcrowding; the percentage of land coverage; the light and air available to the inhabitants of such dwelling accommodations; the size and arrangement of the rooms; the sanitary facilities; and the extent to which conditions exist in such buildings which endanger life or property by fire.
5. If the Board of Trustees decides that either of the conditions in 4(a) or (b) above exist, the Board of Trustees adopts a resolution making the finding and directing the Mayor who then appoints the board of commissioners of the housing authority.
 6. A certificate signed by the board of commissioners of the housing authority is then filed with the Division of Local Government in the Department of Local Affairs.
 7. Upon a filing of the certificate with the Division of Local Government, the board of commissioners of the housing authority shall constitute a housing authority.

While such an authority is legally a free-standing entity with its own bylaws, budget, etc. The Grand Lake Board of Trustees can act as commissioners of the authority. A local model for such an authority is the Town of Fraser. Telluride also provides another example. Document for both are included for reference.

Staff is seeking general direction from the Board to pursue the creation of a housing authority or not.



May 26, 2020

Fraser Housing Authority
c/o Town of Fraser
P. O. Box 370
Fraser, CO 80442

RE: Certificate of the Fraser Housing Authority

To Whom It May Concern:

The Division of Local Government in the Department of Local Affairs hereby certifies that the *Certificate of Creation of the Fraser Housing Authority* is on file with the Division of Local Government in compliance with the statutory filing requirements. The commissioners and their successors constitute the Fraser Housing Authority, a "body corporate and politic" pursuant to C.R.S. 29-4-204(4).

Sincerely,

Chantal Unfug
Director
Division of Local Government

cc: file

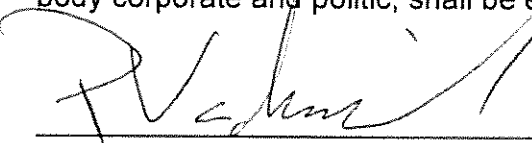


**CERTIFICATE OF CREATION OF THE FRASER HOUSING AUTHORITY PURSUANT
TO C.R.S. § 29-4-204(4)**


The undersigned hereby file this certificate pursuant to C.R.S. § 29-4-204(4), for the creation of the Fraser Housing Authority (the "Authority"), stating the following:


1. Pursuant to C.R.S. § 29-4-204, the Town Clerk of the Town of Fraser (the "Town") received a petition (the "Petition") signed by 25 residents of the Town setting forth the need for a housing authority to function in the Town.
2. Notice of a public hearing to consider the Petition was properly given as required pursuant to C.R.S. § 29-4-204(1).
3. A public hearing was held before the Board of Trustees on March 4, 2020, at which interested persons were provided an opportunity to be heard on the Petition.
4. The Board of Trustees determined that there is a lack of safe or sanitary dwelling accommodations in the Town available to the inhabitants thereof. See **Exhibit A** (Resolution 2020-03-01, creating the Fraser Housing Authority).
5. Pursuant to C.R.S. § 29-4-205(2), the current members of the Fraser Board of Trustees were appointed *ex officio* as Commissioners of the Authority whose terms shall run conterminous with their terms on the Fraser Board of Trustees.

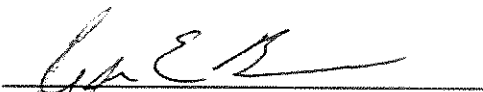
Pursuant to C.R.S. § 29-4-204(4), upon the filing of this certificate with the Division of Local Government in the Department of Local Affairs, the Fraser Housing Authority, a body corporate and politic, shall be established.


Philip Vandernail, Mayor

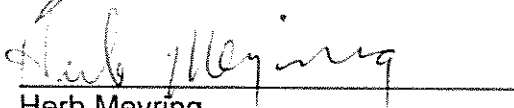

Eileen Waldow, Mayor Pro-Tem


Katie Soles


Andy Miller


Ryan Barwick


Parnell Quinn


Herb Meyring

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MAY 11 2020

Div of Local Government

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Section 4, Item B.

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Div of Local Government

TOWN OF FRASER
RESOLUTION NO. 2020-03-01

A RESOLUTION AUTHORIZING THE CREATION OF THE FRASER HOUSING AUTHORITY

WHEREAS, the Housing Authorities Law, C.R.S. §§ 24-4-201, *et seq.*, provides for the creation of a local housing authority;

WHEREAS, on March 4, 2020, pursuant to C.R.S. § 24-4-204, the Town Clerk received a petition signed by 25 residents of the Town setting forth the need for a housing authority to function in the Town (the "Petition");

WHEREAS, on March 4, 2020 and the Town Board held a properly-noticed public hearing to consider the Petition and to determine whether there is a need for a housing authority in the Town.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FRASER, COLORADO THAT:

Section 1. Findings. The Board of Trustees hereby finds and determines that:

- A. The petition meets the requirements of C.R.S. § 29-4-204(1).
- B. Notice of a public hearing was properly given as required pursuant to C.R.S. § 29-4-204(1)
- C. The public hearing was held on March 4, 2020, at which interested persons were provided an opportunity to be heard on the Petition.
- D. There is a lack of safe or sanitary dwelling accommodations in the Town available to the inhabitants thereof.
- E. There is a need for the creation of a housing authority to function in the Town.

Section 2. Pursuant to C.R.S. § 29-4-204(4), notice of this resolution shall be given to the Mayor of the Town.

Section 3. Pursuant to C.R.S. § 29-4-204(5), the boundaries of the Fraser Housing Authority (the "Authority") shall be the same as the municipal boundaries of the Town.

Section 4. Pursuant to C.R.S. § 29-4-205(2), all current members of the Fraser Board of Trustees shall *ex officio* be and hereby are appointed the Commissioners of the Authority. The terms of office for such Commissioners shall be coterminous with the terms of office for the Fraser Board of Trustees. Commissioners shall receive no compensation for their services but may be reimbursed for actual and necessary expenses incurred in the performance of official duties pursuant to C.R.S. § 29-4-205(4).

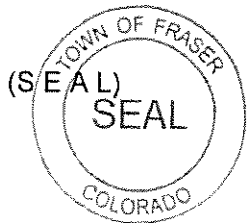
Section 5. Pursuant to C.R.S. § 29-4-205(2), the Mayor of the Fraser Board of Trustees shall be the ex officio Chair of the Authority. The Mayor Pro-Tem of the Fraser Board of Trustees shall be the ex officio Vice-Chair of the Authority.

Section 6. Pursuant to C.R.S. § 29-4-204(4), the Commissioners shall sign a certificate setting forth that a properly-noticed public hearing was held, that the Board of Trustees made a determination that there is a need for creation of the Authority, and that the Fraser Board of Trustees have been appointed as the Commissioners. The certificate shall be filed with the Division of Local Government in the Department of Local Affairs. Upon the filing of such certificate, the Authority will be created and shall operate in accordance with C.R.S. § 29-4-201, *et seq.*, and other applicable law.

DULY MOVED, SECONDED AND ADOPTED THIS 1st DAY OF April, 2020.

Votes in favor: 7
Votes opposed: 0
Abstained: 0

BOARD OF TRUSTEES OF THE
TOWN OF FRASER, COLORADO
BY: [Signature]
Mayor



ATTEST:
[Signature]
Town Clerk

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Section 4, Item B.

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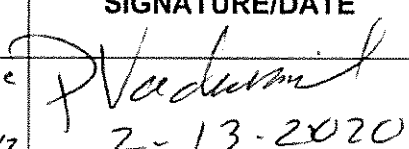

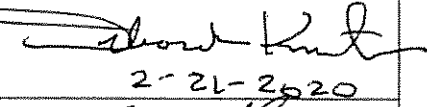
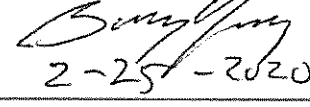
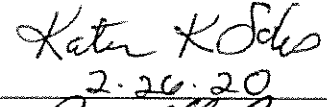
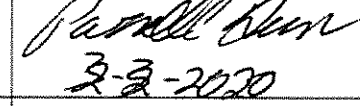
Div of Local Government

**PETITION FOR THE CREATE OF
THE FRASER HOUSING AUTHORITY**

We, the undersigned 25 residents of the Town of Fraser (the "Town"), whose signatures appear below, hereby petition the Town on this 4th day of MARCH 2020 for the creation of a local housing authority pursuant to the Housing Authorities Law (C.R.S. § 29-4-201, et seq.) to be known as the Fraser Housing Authority (the "Authority").

In support of this petition, we state that there is a need for the Authority to function in the Town because there is a lack of safe or sanitary dwelling accommodation in the Town available for all of the inhabitants of the Town.

SIGNATURES OF TOWN OF FRASER RESIDENTS

PRINT NAME	PHYSICAL ADDRESS	SIGNATURE/DATE
1. Philip Vandermil	850 Dodge Lane #1 Fraser, CO 80442	 2-13-2020
2. Eric Vandermil	850 Dodge Lane #1 Fraser, CO 80442	 2-21-2020
3. Deborah Knutson	159 Eisenhower Fraser CO 80442	 2-21-2020
4. Barry Young	134 Cozens Ridge Fraser CO 80442	 2-25-2020
5. Katherine Solos	187 Byers Ave Fraser CO 80442	 2-26-20
6. Parnell Quinn	307 Easton Fraser CO 80442	 2-2-2020
7.		
8.		
9.		
10.		

**PETITION FOR THE CREATE OF
THE FRASER HOUSING AUTHORITY**

We, the undersigned 25 residents of the Town of Fraser (the "Town"), whose signatures appear below, hereby petition the Town on this 9th day of MARCH 2020 for the creation of a local housing authority pursuant to the Housing Authorities Law (C.R.S. § 29-4-201, et seq.) to be known as the Fraser Housing Authority (the "Authority").

In support of this petition, we state that there is a need for the Authority to function in the Town because there is a lack of safe or sanitary dwelling accommodation in the Town available for all of the inhabitants of the Town.

SIGNATURES OF TOWN OF FRASER RESIDENTS

PRINT NAME	PHYSICAL ADDRESS	SIGNATURE/DATE
1. Rebecca Rudell	427 Muse Dr.	Rebecca Rudell
2. Jenna Young	421 Muse Dr.	Jenna Young
3. Rebecca Rudell	427 Muse Dr	Rebecca Rudell
4. Michael Young	134 Cozens Ridge	Michael Young
5. Debbie Young	134 Cozens Ridge	Debbie Young
6. Don Roberts	144 BYERS AVE	Don Roberts
7. Kaylee Fisher	174 BYERS AVE.	Kaylee Fisher
8. BETH ALLEN	172 EISENHOWER - SOUTH ALLEY	Beth Allen
9. TERRY SANDERSON	50 Beaconmont	Terry Sanderson
10.		

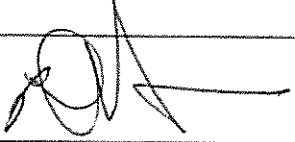
**PETITION FOR THE CREATE OF
THE FRASER HOUSING AUTHORITY**

We, the undersigned 25 residents of the Town of Fraser (the "Town"), whose signatures appear below, hereby petition the Town on this 3rd day of March 2020 for the creation of a local housing authority pursuant to the Housing Authorities Law (C.R.S. § 29-4-201, et seq.) to be known as the Fraser Housing Authority (the "Authority").

In support of this petition, we state that there is a need for the Authority to function in the Town because there is a lack of safe or sanitary dwelling accommodation in the Town available for all of the inhabitants of the Town.

SIGNATURES OF TOWN OF FRASER RESIDENTS

PRINT NAME	PHYSICAL ADDRESS	SIGNATURE/DATE
1. Michael Spence	Fraser Co 80442 185 Mill Ave	<i>Michael Spence</i> 2/25/20
2. Jeremy Donaldson	Fraser Co 80442 185 Mill Ave	<i>Jeremy Donaldson</i> 2.12.20
3. Dwight Pierce	Fraser, CO 80442 347 Elk Ranch Rd	<i>Dwight Pierce</i>
4. David Wood	Fraser, CO 80442 347 Elk Ranch Rd.	<i>David Wood</i>
5. Beryl A. Olhasso <i>Beryl Olhasso</i>	75 Narrow Leaf Ct Fraser, CO 80442	<i>Beryl Olhasso</i>
6. Nancy Seeger	28 Cozens Way Fraser Co 80442	<i>Nancy Seeger</i>
7. XXXXXXXXXXXX		
8. Nicky Jardine	51 Rifle Shot Trail Fraser, CO 80442	<i>Nicky Jardine</i> 2/25/20
9. Carol Moody	104 Meadows Trail Fraser, CO 80442	<i>Carol Moody</i> 2/25/20
10. JOHN OLHASO	75 NARROW LEAF CT. FRASER, CO 80442	<i>John Olhasso</i>

11. PHILIP SEEGLER	28 COZEN WAY FRASER, CO	
12.		
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Section 4, Item B.

MAY 11 2020

Div of Local Government**BYLAWS OF THE FRASER HOUSING AUTHORITY****ARTICLE I
THE AUTHORITY**

Section 1. Name. The name of the Authority shall be the "Fraser Housing Authority."

Section 2. Office. The office of the Authority shall be the Fraser Town Hall, 153 Fraser Avenue Fraser, CO 80442.

Section 3. Powers. The Authority shall constitute a body both corporate and politic, exercising public powers and having all the powers necessary or convenient to carry out and effectuate the purposes and provisions of the Housing Authorities Law, including without limitation, the powers set forth in C.R.S. § 29-4-209.

Section 4. Compliance. Pursuant to C.R.S. § 29-4-206, the Authority and its commissioners are under a statutory duty to comply or to cause strict compliance with all provisions of the Housing Authorities Law (C.R.S. §§ 29-4-201, *et. seq.*), and in addition thereto, with each term, provision, and covenant in any contract on the part of the Authority to be kept or performed by the Authority.

**ARTICLE II
COMMISSIONERS**

Section 1. Commissioners and Term of Office. The members of the Fraser Board of Trustees shall *ex officio* constitute the Commissioners of the Authority. The terms of office of such Commissioners shall be coterminous with the terms of office on the Fraser Board of Trustees.

Section 2. Officers. The Fraser Board of Trustees Mayor shall *ex officio* be Chair of the Authority. The Fraser Board of Trustees Mayor Pro-Tem shall *ex officio* be Vice-Chair of the Authority. The Executive Director of the Authority shall be the Secretary of the Authority. The Authority may elect from among the Commissioners or otherwise employ a secretary, technical experts, and such other officers, agents, and employees, permanent and temporary, as it may require.

Section 3. Duties.

(a) Chair. The Chair shall be a Commissioner of the Authority, and he or she shall preside at all meetings of the Authority. Except as otherwise authorized by resolution of the Authority, the Chair shall sign on behalf of the Authority all contracts, deeds and similar documents and instruments.

(b) Vice Chair. The Vice Chair shall perform the duties of the Chair in the absence or incapacity of the Chair.

(c) Secretary. The Secretary shall ensure that the records of the Authority are properly maintained, shall act as Secretary of the meetings of the Authority and ensure that all votes are recorded, shall ensure that the records of the proceedings of the

Authority are maintained in a proper manner, and shall perform all other duties incident to the office.

Section 4. Compensation. Pursuant to C.R.S. § 29-4-205(4), Commissioners shall not receive compensation for their services but may be reimbursed for actual and necessary expenses incurred in the performance of official duties.

Section 5. Vacancies. Should any officer position become vacant, the Commissioners shall elect a successor from its membership at the next regular meeting and such election shall be for the unexpired term of said office.

Section 6. Removal. Removal of a Commissioner shall be in accordance with C.R.S. § 29-4-208 and any other applicable law.

**ARTICLE III
MEETINGS**

Section 1. Annual Meetings. The annual meeting of the Authority shall be held in January of each year and shall be held at a date and time as designated in the notice.

Section 2. Regular Meetings. Regular meetings shall be held monthly; provided that, if there is no business for the Authority to transact, the Chair may cancel any regular meeting.

Section 3. Special Meetings. The Chair shall, when he or she deems it expedient, or upon the request of two Commissioners, call a special meeting of the Authority.

Section 4. Meeting Location. Meetings of the Authority shall be held at the office of the Authority, or at such other place within the Town as may be designated in the notice.

Section 5. Notice to Commissioners. Notice of all meetings shall be given to each Commissioner, via electronic mail, not less than 24 hours before any such meeting. Such notice shall designate the time and place of the meeting and the business proposed to be transacted. Whenever notice is required by these Bylaws or otherwise by law, a waiver may be made by the Commissioner or other person entitled to said notice.

Section 6. Public Notice. The Authority is subject to the Colorado Open Meetings Law, C.R.S. § 24-72-200.1, *et seq.* Notice of all meetings shall be posted in a designated public place within the boundaries of the Town of Fraser not less than 24 hours prior to the holding of the meeting. The place for posting such notices shall be designated annually at the Authority's first regular meeting of each calendar year. Each meeting notice shall include specific agenda information when possible.

Section 7. Quorum. A majority of the Commissioners of the Authority shall constitute a quorum for the transaction of business at any meeting of the Authority. If less than a majority of the Commissioners is present at a meeting, a majority of the Commissioners so present may adjourn the meeting.

Section 8. Executive Sessions. The Authority may enter into executive sessions as permitted by the Colorado Open Meetings Law, C.R.S. § 24-6-401, *et seq.* Attendance

at executive sessions shall be limited to members of the Authority and such persons that the Authority may also invite as required for advice and information

Section 9. Resolutions and Motions. The Authority may act by motion or resolution. Motions shall be reflected in the meeting minutes. Resolutions shall be recorded in the official record.

Section 10. Voting. The voting on all questions coming before the Authority shall be by voice vote unless a roll-call vote is specifically requested by any one of the Commissioners present at the meeting. If a quorum is present, the affirmative vote of a majority of the Commissioners at the meeting shall decide any question except as otherwise required by law.

Section 11. Conflict of Interest. Pursuant to C.R.S. § 29-4-207, in the event that any Commissioner or employee of the Authority or immediate family member of same has any direct or indirect interest in, or partnership relationship with any individual or organization which proposed to enter into a transaction with the Authority, including without limitation transactions including:

- (a) The sale, purchase, lease or rental of any property or other asset;
- (b) Employment, or rendering of services, personal or otherwise;
- (c) The award of any grant, contract or subcontract;
- (d) The investment from or deposit of any funds of the organization; and
- (e) Other activities from which one might derive a personal benefit or business benefit;

Such person shall give the Authority notice of such interest or give notice of such conflict of interest at the beginning of the discussion and thereafter refrain from discussing or voting on the particular transaction in which he or she has an interest or otherwise attempt to exert any influence on the decision of the Authority, or any of its committees, to participate or not participate in such transaction. The minutes of the meeting shall reflect that a disclosure was made, and that there was an abstention from discussion and voting on the particular transaction. Failure to so disclose such interest shall constitute misconduct in office.

**ARTICLE IV
CONTRACTS, CHECKS, DEPOSITS AND FUNDS**

Section 1. Contracts. The Authority may authorize any officer or officers, agent or agents, in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Authority, and such authorization may be general or confined to specific instances.

Section 2. Investments and Loans. Monies of the Authority may be invested in such assets as may from time to time be authorized by the Authority. No loans shall be contracted on behalf of the Authority and no evidences of indebtedness shall be issued in its name unless authorized by resolution of the Authority. Such authorization may be general or confined to specific instances.

Section 3. Deposits. All funds deposited with any bank shall be secured by a pledge of securities of a type and the amount required to be pledged against deposit of state funds under the laws of Colorado.

Section 4. Checks, Drafts or Orders. All checks, drafts and orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Authority shall be signed by the Secretary or designee or by an officer or officers as otherwise designated by the Authority.

ARTICLE V

BOOKS, RECORDS AND REPORTS

Section 1. Records Generally. The Authority shall maintain adequate and correct accounts and records of its funds, properties and business transactions, and shall maintain such records in accordance with the schedule adopted by the Colorado State Archives office, as applicable. All public records of the Authority shall be open to public inspection as set forth in the Colorado Open Records Act, C.R.S. § 24-6-401, *et seq.*

Section 2. Annual Report. Pursuant to C.R.S. § 29-4-228, the Authority shall, at least once a year, file with the Fraser Board of Trustees a report of its activities for the preceding year and shall make any recommendations with reference to any additional legislation or other action that may be necessary to carry out the purposes of the Housing Authorities Law.

Section 3. Reports Required by Law, Regulation or Contract. The Authority shall also prepare and present such reports as may be required by law, regulation or contract to any authorized federal, state or local agency or officials to whom such report is required to be made in the course and operation of the Authority.

**ARTICLE VI
BUDGET**

Section 1. Required. Though the Authority is not subject to the Colorado Local Government Budget Law, C.R.S. § 29-1-101, *et seq.*, the Authority shall adopt a budget for each calendar year, which shall be the Authority's fiscal year.

Section 2. Process. Each year, an initial budget for the following year shall be prepared for review and consideration at the Authority's regular meeting in the month of October, or as otherwise set forth by the Authority. The annual budget for the following year shall be finally approved no later than December 15.

**ARTICLE VII
INDEMNIFICATION**

To the extent permitted by law and as provided in any applicable insurance coverage, each officer of the Authority shall be indemnified by the Authority against expenses reasonably incurred by him or her in connection with any action, suit, or proceeding in which he or she may be made a party by reason of being or having been an officer of the

Authority (whether or not he or she continues to be an officer at the time of incurring such expenses), except in relation to matters in which he or she is finally adjudged in such action, suit or proceeding to be personally liable. The foregoing right of indemnification shall not be exclusive of other rights to which any officer may be entitled as a matter of law.

**ARTICLE VIII
AMENDMENTS**

These bylaws may be amended by vote of the Commissioners at a regular or special meeting, but only if the proposed amendment(s) have been adopted on first reading at a previous meeting.



Section 4, Item B.

**LAW OFFICE OF
TOM GOLDSMITH**

POST OFFICE BOX 968
TELLURIDE, COLORADO 81435
TELEPHONE 303-728-3693

August 12, 1976

2044
SB


Secretary of State
of Colorado
Denver, Co., 80203

S B
111
Section
10

File

Dear Secretary:

Enclosed is a certificate for your signature pursuant to CRS, 1973, ^{+ the attached certificate} 29-4-204. Please sign it as soon as possible and return it in the stamped self-addressed envelope that I enclose. Please call me at the above number if there's any problem. We need this certificate returned to us as soon as possible. Thank you.

Sincerely,

Tom Goldsmith
Attorney for the
Telluride Housing Authority

RECEIVED
AUG 17 1976
Div. of LOCAL
GOVERNMENT

CERTIFICATE OF SECRETARY OF STATE RE FILING
BY COMMISSIONERS OF CERTIFICATE OF APPOINTMENT
AS COMMISSIONERS OF THE HOUSING AUTHORITY OF THE
CITY OF Telluride, COLORADO

I HEREBY CERTIFY that on the 17th day of August, 1976,
a Certificate was duly filed in the office of the ~~Secretary of State~~ Div. of Local Government by
the Commissioners of the Housing Authority of the City of Telluride,
Colorado, dated the 11 day of August, 1976, and
signed by said Commissioners, respectively, certifying to the procedure
taken in determining the need of a Housing Authority to function in said
City and their appointment by the Mayor thereof as such Commissioners,
pursuant to "The Housing Authorities Law" of the State of Colorado; that
attached hereto is a true, correct and compared copy of said Certificate
which is now on file in the office of the ~~Secretary of State~~ Division of Local Government.

WITNESS my hand this 17th day of August, 1976.

J. D. Arehart 7/17/76

(SEAL)

J. D. Arehart, Director
Division of Local Government

RECEIVED
AUG 21 1976
DIV. OF LOCAL
GOVERNMENT

CERTIFICATE BY COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF Telluride, COLORADO

WE, the undersigned Commissioners of the Housing Authority of the City of Telluride, Colorado, hereby certify that, pursuant to "The Housing Authorities Law" of the State of Colorado (Colorado Revised Statutes 1963, Chapter 69, Article 3) a notice was given by the City Clerk of the City of Telluride, Colorado, of the time, place and purposes of a public hearing on the question of the need of a Housing Authority to function in said City; that said public hearing was held by the City Council of the City of Telluride on the 22 day of March, 1976; that the City Council of said City, after such public hearing, found, determined and declared that unsanitary and unsafe inhabited dwelling accommodations exist in the City, that there is a lack of safe or sanitary dwelling accommodations in the City available for all the inhabitants thereof, and that there is need of a Housing Authority to function therein; that the Mayor of said City was notified of such determination by the City Council and thereupon appointed us as Commissioners of said Housing Authority.

IN WITNESS WHEREOF we have hereunto subscribed our names as such Commissioners of the said Authority this 11 day of August, 1976.

Linda Mandel
James A Wright
Phyllis Matthe
Jim [unclear]
Mavis Jobsberg

(TO BE SIGNED BY ALL COMMISSIONERS AND FILED WITH THE SECRETARY OF STATE--
THREE COPIES OF THIS TO HUD)

RECEIVED
AUG 17 1976
DIV. OF LOCAL GOVERNMENT

CERTIFICATE OF
COMMISSIONER'S CERTIFICATE

STATE OF COLORADO

COUNTY OF San Miguel

I, the undersigned Notary Public within and for said County and State, do herewith certify that the following Linda Mandel, Amos Wright, Mavis Forsberg, Jim Burleigh, and Phyllis Mathis to me personally known and by me known to be all of the Commissioners of the Housing Authority of the City of Telluride, Colorado, appeared before me on the 11 day of August, and acknowledged their execution of the foregoing Certificate to be their voluntary act and deed for the purposes therein set forth.

WITNESS my hand and seal at Telluride, Co. the date last above written.

[Handwritten Signature]

Notary Public
(ORIGINAL SIGNATURE REQUIRED)

(SEAL)

RECEIVED
AUG 17 1976
DIV. OF LOCAL
GOVERNMENT

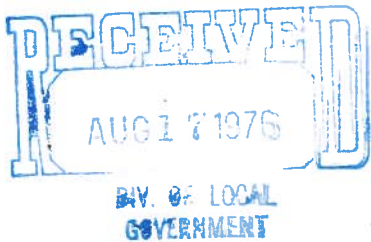
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IN WITNESS WHEREOF we have hereunto subscribed our names as such Commissioners of the said Authority this 11 day of August, 1976.

Juda Mendel
Ames A Wright
Phyllis Matthe
Wm. B. J.
Mavis J. J. J.

(TO BE SIGNED BY ALL COMMISSIONERS AND FILED WITH THE SECRETARY OF STATE—THREE COPIES OF THIS TO HUD)





MEMORANDUM

Date: 9/9/2024

To: Grand Lake Board of Trustees
From: Guy Patterson, Town Manager

Re: Work Session-Administrative Organization

Work Session Agenda Item Number Three

Chapter 2, Article 7 of the Grand Lake Town Code states:

“...The Town Administrator may propose a plan of administrative organization to the Board within sixty (60) days after his appointment, which, if approved by the Board, shall be adopted by Ordinance. The administrative plan shall provide for such departments and officers as may be deemed necessary for the efficient administration of the Town. All such officers shall be appointed by the Town Administrator, subject to review by the Board, except the Municipal Judge, Town Attorney, Town Clerk, Town Clerk Pro-Tem, Town Treasurer, and Administrative Hearing Officer who shall be appointed by the Board unless otherwise provided...”

BACKGROUND

The formal study of the separation of the political realm with the functional management realm of government administration originated in Europe in the 1800s. In 1887, Woodrow Wilson wrote *The Study of Administration* which introduced America to the critical examination of not only what personnel were necessary to manage the affairs of a civil society, but what was the role of the actual organization, specifically in relationship to the political arm.

According to Svara, James H. and Kimberly L. Nelson. *“...in a technical sense, the term "city manager," in contrast to "chief administrative officer" (CAO), implies more*

discretion and independent authority that is set forth in a charter or some other body of [codified law](#), as opposed to duties being assigned on a varying basis by a single superior, such as a mayor...

The International City/County Managers Association notes that *“...as the top appointed official in the city, the city manager is typically responsible for most if not all of the day-to-day administrative operations of the municipality, in addition to other expectations.”*

There is a concept in municipal management of a “CEO” style manager. The manager is the CEO of a multimillion-dollar corporation and the elected officials, in this case the Grand Lake Board of Trustees, sit as the Board of Directors. The Board provides high-level, visionary policy direction and the CEO, endowed with latitude to make on-going personnel and administrative decisions, provides the day-to-day leadership to the staff for the effective, efficient and transparent implementation of Board priorities and goals.

A local government essentially has two sides. There is the political side and the administrative side. This memo is to detail several recommended changes to the administrative structure of Grand Lake. Some will be amendments to the Town code, while others will reside outside of code amendments. All are to work together to strengthen the administrative fiber of the organization to meet the needs of today’s Grand Lake.

Grand Lake Municipal Code, Chapter 2

Chapter 2 of the Grand Lake municipal code outlines the administration of the town. It includes the mayor and the board of trustees, but specifically it addresses the other officers of the Town in Articles 6-16.

This chapter is certainly antiquated (possibly 40 years old) and not suited to today’s management needs of Grand Lake. While working within the confines of a statutory town, wholesale amendments to the article are recommended and detailed as follows. (please see attached redline proposed amendments):

- Director of Finance, Road Commissioner, Parks Commissioner, Water Commissioner and police commissioner (2-6-1 to 2-6-3): This section is unnecessary. Finance has been replaced by the Treasurer. Road Commissioner and Parks Commissioner have been replaced by a public works director. Water Commissioner has been replaced by a superintendent. Police commissioner has been replaced by a Marshal (2-12-1). All should be deleted.
- Replace “administrator” with “manager” throughout the Town code.

- Town Manager. 2-7-1 Appointment: Take the appointment of this position from passive to mandatory. Remove the residency requirement which is wholly unfeasible in today's housing market.
- 2-7-2 Functions and duties: (c) The manager does not appoint. That is a board function. The manager hires the heads of departments and causes staff to be hired throughout the organization, specifically through the job descriptions of the department heads.
- 2-7-3 Administrative organization: The proposed amendment to this section clearly delineates the town manager as the chief executive of the town government and provides clarity as to the role. Removed are any requirements that staff, other than those statutorily required to be appointed by the Board, are to be "subject to review" by the Board. The goal is to remove the hiring and management functions of the Town from the political environment and give the manager necessary leeway to make executive decisions to further the effective and efficient organizational implementation of administrative functions. The Board of Trustees can choose to fund these recommendations through their annual budget process instead of directly intervening.
- 2-8-3 Duties of the Clerk: (G) is recommended for deletion as it is antiquated and unnecessary.
- Article 12. Police Department. 2-12-1 Creation- composition: Change town marshal to Chief of police.
- 2-12-3 Appointment, Powers and Duties of Marshal: While the code will still require a police department, it is recommended that the Board consider amending the language from mandatory to passive in terms of the appointment of a Marshal/chief.
- To be clear, the Board could in the future, and after discussion with their legal counsel, decide to do away with the concept of a town police department all together.
- Article 15. Employee Policy Handbook. 2-15-1 Employee Policy Handbook: It is inconceivable that the Town would not mandate an employee handbook to protect themselves from legal actions by current and former employees. Changing the language from passive to mandatory will accomplish this goal.

Budget Practices

The management of a budget of a small community is at the same time the most important function of staff and elected officials and the most mis-understood and ignored. At its core, a budget performs two functions. First, it allows for the collection of data to analyze revenue and expenditure trends over time. Second, and perhaps more importantly, it's a reflection of the priorities of a community. In stark terms, it

reflects clearly what a community values and believes is important. The creation and implementation of a budget is a year-round effort.

Budget Calendar

To that end, it is recommended that the Town adopt a budget calendar to help solidify and guide the process. A reminder that the Grand Lake budget is on a calendar year which means it starts January 1 and ends December 31 compared to the state of Colorado budget which starts on July 1 and ends June 30.

- **January 1:** Initiate fiscal year budget
- **Winter/Spring:** Initiate and conclude prior fiscal year audit.
- **February and March:** The Town issues an annual community survey designed to inform the Board of Trustees as to the demographic composition of their community and the needs and desires of their constituents.
- **April:** Board of Trustees retreat. This is to review the results of the community survey and give direction to staff to investigate Board priorities and return with findings and recommendations. Board also reviews CIP.
- **Late Spring/Summer:** Review and accept audit for prior fiscal year.
- **August:** Staff presents Board with draft budget for upcoming year.
- **September:** Board and staff engage in public “workshop” for budget.
- **November:** Board adopts Budget. The document adopted by the Board will include the budget, fee schedule, salary scale, organizational chart and CIP.
- **December 31:** Conclude fiscal year Budget

Budget Capital Improvement Plan (CIP)

A Capital Improvements Plan (CIP) provides a roadmap for the Town’s expenditures on major investments to critical infrastructure such as buildings, streetscapes, parks, property, and equipment. These plans are usually between the range of five and ten years. It serves as a companion to the Town’s Annual Budget—providing a guide to spending on major improvements and maintaining the long-term fiscal health of the Town. While the CIP maintains a multi-year planning horizon, it is revisited and re-adopted annually and evolves based on community needs and circumstances. Its adoption represents the community recognition of the goals and aspirations of the Town.

It helps policymakers plan the buying of new equipment, building new facilities, improving public areas such as gardens, parks and public playgrounds, scheduling street

and sidewalk repairs or installing improvements like streetlights, benches or accessibility ramps. It helps illustrate and manage the competition for limited resources.

Johnstown, CO has a very simple, usable CIP and it has been attached for your reference. It clearly defines budgetary implications and project types. It is highly recommended the Town of Grand Lake use this for its template.

But a CIP is only one part of the capital planning and budgeting process. Annually, the budget should include specific cost estimates for individual capital projects. These would be produced by staff and would be available for review and discussion at the August draft budget presentation. They would drive the budget process as well as inform the bid process and overall management of the seasonal calendar for accomplishing capital projects. Attached are examples of these individual cost estimates from Forest Lakes Metropolitan District in Bayfield, CO.

The end goal of capital projects management is to get away from the annual budget containing “place holder” numbers for undefined projects. Instead, the Town should strive to plan well ahead and understand fully the fiscal implications of any capital project. It’s one of the most effective tools in a community’s toolbox to define and clarify what it values.

Organizational Structure

Included in your packet is the current organizational structure of Grand Lake. This is derived from available job descriptions and information provided by the Treasurer detailing supervisory authority. Also included is a proposed organizational chart. The proposed chart reflects the following:

- Elevate Grand Lake Center Manager to Director status. Become more aggressive in terms of programming for the facility.
- Add three PT employees to Grand Lake Center sharing with GLFPD through their internship program. This would provide a constant stream of Town employees while making the GLFPD internship program more attractive because those individuals would now have income from parttime employment.
- Turn community engagement into a contract position. This would change position from a Grand Lake Center utilized employee into a contract focused specifically on community engagement. Use displaced expenditures to fund Grand Lake Director and PT employee salaries.
- Put Administrative Assistant & Events under general auspices of Town Manager. This position would effectively be the administrative assistant for all senior staff

as well as the contact for all event related activities within the Town. Currently the position directly reports to the Clerk.

- Put Bookkeeper under Treasurer. Currently this position reports directly to the Town Manager.
- Add Permit Tech/Code Enforcement under Community Development Director. Currently neither a code enforcement position nor permit tech position is necessary fulltime. Combining the two would allow staff the ability to recruit the position on a fulltime basis.
- Add 6 seasonal PT foreign employees shared with local businesses to perform “toilets and trash” duties. This would ensure that during tourist season, the Town looks it’s best with a dedicated staff that does nothing but make sure our parks and public restrooms are top-notch. Working with local businesses to share seasonal employees would benefit both parties. Because of this structure, there may be the ability to reduce the FT employee count within public works and allow them to focus fully on repairs, maintenance and capital improvements.

While there is an anticipated increase overall in salaries, it will be mitigated by combining jobs, contracting services, sharing employees with other entities and more accurately funding current employees by fund. The organizational chart would become part of the annual budget.

Recommendations

- Board consider and adopt amendments to Chapter 2, Article 6-16. Completion date before end of FY-2024.
- Board to adopt budget calendar. Completion date before end of FY-2024.
- Town Manager to re-write all job descriptions. Completion date before end of FY-2024.
- Board to adopt FY-25 budget including fee schedule, salary scale and organizational chart
- Board to adopt CIP. Completion date March, 2025.
- Board to issue town survey. Issue date February 1, 2025.

Chapter 2 ADMINISTRATION

ARTICLE 1. MAYOR

2-1-1 Qualifications.

The Mayor shall be a qualified elector who has resided within the limits of the Town for a period of at least twelve (12) consecutive months immediately preceding the date of the election; provided that in case of annexation, any person who has resided within the annexed territory for the time prescribed shall be deemed to have met the residence requirements for the Town to which the territory was annexed. A Mayor shall be deemed to be "qualified elector" as that term is used in this section only if they meet the criteria for being a qualified municipal elector as set forth in C.R.S. § 31-10-201(3).

(Ord. No. 04-2019 , § 1, 5-13-2019)

State law reference(s)—C.R.S. § 31-4-301(1), 1973.

2-1-2 Term of Office.

The Mayor shall be elected to serve a four-year term at regular elections every four (4) years. Notwithstanding (Colorado Constitution, Article XVIII, Section 11) the elected officials of the Town of Grand Lake are authorized to serve more than two (2) consecutive terms of office, and the limitation on terms of office of (Colorado Constitution, Article XVIII, Section 11) is eliminated.

2-1-3 Powers and Duties.

(A) The Mayor, or, in his absence, one of the Trustees, who may be elected Mayor Pro-Tem, shall preside at all meetings of the Board of Trustees, and shall have the same voting powers as any member of said Board.

State law reference(s)—C.R.S. § 31-4-302, 1973, amended 1981.

(B) *Ordinances Approved by Mayor Veto.* Any Ordinance adopted and all Resolutions authorizing the expenditure of money or the entering into a contract require the approval and signature of the Mayor before they become valid, except as otherwise provided in this Section. Such Ordinances or Resolutions shall be presented to the Mayor within forty-eight (48) hours after the action of the governing body for his signature approving same. If he disapproves, he shall return such Ordinance or Resolution to the governing body at its next regular meeting with his objections in writing. The governing body shall cause such objections to be entered at large upon the records and shall proceed at the same or next subsequent meeting to consider the question: "Shall the Ordinance or Resolution notwithstanding the Mayor's objections, be passed?" If two-thirds ($\frac{2}{3}$) of the members elected to the governing body vote in the affirmative, such Resolution shall be valid, and such Ordinance shall become a law the same as if it had been approved by the Mayor. If the Mayor fails to return to the next subsequent meeting of the governing body any Resolution or Ordinance presented to him for his approval, the same shall become a valid Ordinance or Resolution, as the case may be, in like manner as if it had been approved by him.

State law reference(s)—C.R.S. § 31-16-104, 1973, as amended.

(C) He shall assist the Clerk in preparing an abstract of votes cast at all municipal elections.

State law reference(s)—C.R.S. § 31-10-1201, 1973, as amended.

(D) He shall call the Board to order at all meetings and shall preserve such order; and shall decide all questions of order and conduct the proceedings of the meeting in accordance with parliamentary rules.

2-1-4 Mayor Pro-Tem.

At its first meeting following each election, the Board of Trustees shall choose one (1) of the Trustees as Mayor Pro-Tem, who, in the absence of the Mayor from any meeting of the Board or during Mayor's absence from the Town or his inability to act, shall perform the duties of Mayor.

State law reference(s)—C.R.S. § 31-4-303, 1973.

2-1-5 Acting Mayor.

In the event of the absence or disability of both the Mayor and the Mayor Pro-Tem, the Trustees may designate another of their number to serve as Acting Mayor during such absence or disability.

State law reference(s)—C.R.S. § 31-4-103(2), 1973.

2-1-6 Compensation.

The Mayor shall receive such compensation as may be fixed by Ordinance.

State law reference(s)—C.R.S. § 31-4-301(4), 1973.

2-1-7 Oath.

Before entering upon the duties of the office, the Mayor shall take an oath or affirmation of office.

State law reference(s)—C.R.S. § 31-4-401(1), 1973.

2-1-8 Bond.

Before entering upon the duties of office, the Mayor will furnish a surety Bond in the amount of ten thousand dollars (\$10,000.00) conditioned upon the faithful performance of his duties and that upon vacating office, he will turn over and deliver to his successor all monies, books, papers, property, or things belonging to the Town and remaining in his charge as Mayor.

State law reference(s)—C.R.S. § 31-4-402(2), 1973, with added provisions.

ARTICLE 2. EMERGENCY PROTECTION

2-2-1 Purpose.

The Town of Grand Lake will from time to time in the future, in all probability, have within its corporate limits a disaster as hereinafter more fully defined; and therefore, it is deemed in the best interest of Grand Lake to exercise certain emergency police powers necessary and incidental to the maintenance of the safety, health and welfare of the residents of the Town of Grand Lake.

2-2-2 Disaster Defined.

For purposes of the Article, disaster shall mean any occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, including but not limited to fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination requiring emergency action to avert danger or damage, volcanic activity, epidemic, air pollution, blight, drought, infestation, explosion, civil disturbance, or hostile military or paramilitary action.

2-2-3 Mayor Designated as Liaison Officer.

The Mayor of the Town of Grand Lake or his designee shall be hereinafter designated as the Liaison Officer to facilitate the cooperation and protection of the Town of Grand Lake in the work of disaster prevention, preparedness, response, and recovery.

2-2-4 Mayor May Declare Local Disaster Emergency.

The Mayor or his designee may declare a local disaster.

2-2-5 Emergency Periods.

In the event a local disaster is declared by the Mayor or his designee, the period of such emergency shall not be continued or renewed for a period in excess of seven (7) days except by or with the consent of the Board of Trustees of the Town of Grand Lake.

2-2-6 Notice of Disaster Emergency.

Any Order or Proclamation by the Mayor or his designee declaring, continuing, or terminating a local disaster emergency shall be given prompt and general publicity and shall be filed promptly with the County Clerk, City Clerk, or other authorized record-keeping agency and with the Colorado Division of Emergency Management, Department of Local Affairs.

2-2-7 Effect of Local Disaster Declaration.

This effect of a declaration of a local disaster emergency is to activate the response and recovery aspects of any and all applicable local and interjurisdictional disaster emergency plans and to authorize the furnishing of aid and assistance under such plans.

2-2-8 Authorization for Immediate Actions Based on Notice of Algae Toxin Concentrations.

1. In the event the Town of Grand Lake receives notice of the following algae toxin concentrations in Grand Lake, Shadow Mountain Reservoir, or other connected bodies of water, the Mayor and/or Town Manager are hereby authorized to take the actions indicated:
2. Levels of 1—10 ug/L microcystin toxin, or less than twenty thousand (20,000) cells/mL cyanobacteria, or less than ten (10) ug/L chlorophyll—a based on Protein Phosphatase Inhibition Assay (PPIA) analytical results: the "For Your Information: Cyanobacteria" signs which are provided by the Grand County Public Health Office shall be posted at marinas, beaches, picnic grounds and other public access points.
3. Levels of 10—20 ug/L microcystin toxin, or 20,000—100,000 cells/mL cyanobacteria, or 10—50 ug/L chlorophyll—a based on Protein Phosphatase Inhibition Assay (PPIA) analytical results: the blue "Health

Advisory" signs which are provided by the Grand County Public Health Office shall be posted at marinas, beaches, picnic grounds and other public access points which advise of the potential risks of contact with the algae.

- (a) If health impacts are observed before these levels are reached, posting these signs discouraging water contact and broadcasting advisories via local media outlets may be taken.
- 4. Levels of more than twenty (20) ug/L microcystin based on Protein Phosphatase Inhibition Assay (PPIA) analytical results or there exists cyanobacterial scum formation in areas where whole body contact and/or risk of ingestion or aspiration may occur: Public access points within the jurisdiction of the Town will be posted with the red "Health Advisory" signs which are provided by the Grand County Public Health Office.
- 5. Any action taken by Mayor or Town Manager shall be subject to review by the Board of Trustees at its next regular or special meeting. At the meeting, the Board of Trustees shall either ratify or rescind the action.
- 6. Any actions taken may be rescinded or modified by the Mayor or Town Manager upon the Town being advised that the algae toxins have fallen beneath the indicated levels for a period of at least two (2) weeks.

2-2-9 Fire Bans.

- 1. The Mayor or the Town Manager shall have the authority to implement, modify, and rescind a ban on open fires within the town limits of the Town of Grand Lake.
- 2. The Mayor or Town Manager shall consider the recommendations issued by officials from other affected governmental agencies prior to implementing, modifying, or rescinding a ban on open fires.
- 3. For the purposes of this Chapter, open fires shall be defined as any outdoor fire, including, but not limited to, campfires, slash or trash burning, warming fires, charcoal or wood-burning grills, smoking of cigarettes, cigars, or pipes, fused explosives, and any fireworks except authorized fireworks displays conducted under the supervision of a certified display operator licensed by the Colorado Department of Public Safety.
- 4. The specific terms and conditions of the fire ban, as well as its applicability to various types of operations, including commercial operations, shall be determined by the Mayor or Town Manager at the time the fire ban is implemented or modified.
- 5. Any action taken by the Mayor or Town Manager shall be subject to review by the Board of Trustees at its next regular or special meeting. At the meeting, the Board of Trustees shall either ratify or rescind the action.
- 6. The penalty for violating this Section shall be a maximum fine of three hundred dollars (\$300.00) per occurrence.

ARTICLE 3. BOARD OF TRUSTEES

2-3-1 Corporate Authority.

The corporate authority of the Town is vested in a Board of Trustees, consisting of one (1) Mayor and six (6) Trustees.

State law reference(s)—C.R.S. § 31-4-301(1), 1973.

2-3-2 Authority in General.

The Board of Trustees shall constitute the legislative body of the Town, and shall have power and authority, except as otherwise provided by statute, to exercise all power conferred upon or possessed by the Town, and shall

have the power and authority to adopt such Ordinances and Resolutions as it shall deem proper in the exercise of its powers.

2-3-3 Appointment of Officers.

(A) The Board of Trustees shall appoint a Recorder, who shall be designated as the Town Clerk, a Town Treasurer, a Town Attorney, a Chief, who shall be designated as the Chief of Police, and a Municipal Judge.

State law reference(s)—C.R.S. § 31-4-304, 1973; C.R.S. § 31-4-306, 1973; C.R.S. § 13-10-105, 1973.

(B) The Board of Trustees may appoint other officers as it may deem necessary for good government of the Town, and prescribe their duties, fix their compensation and require an oath of affirmation.

State law reference(s)—C.R.S. § 31-4-304, 1973.

(C) All appointments of officers shall be by Ballot and concurrence of a majority of the members elected to the Board is required. The names of those who voted, and the vote of each candidate received upon the vote resulting in an appointment shall be recorded.

State law reference(s)—C.R.S. § 31-16-108, 1973.

(D) All appointed officers shall be appointed by the Board of Trustees at the first regular meeting after each regular election, and shall hold their respective offices for a term of two (2) years, or until their respective successors are appointed and qualified.

2-3-4 Filling Vacancies in Appointive Offices.

The Board of Trustees shall have power, by appointment, to fill all vacancies in any appointive office, and the person so appointed shall hold office until after the next regular election and until his successor is appointed and qualified.

State law reference(s)—C.R.S. § 31-4-303, 1973.

2-3-5 Filling Vacancies in Elective Offices.

The Board of Trustees shall have power, by appointment, to fill all vacancies in the Board or in any other elected office, and the person so appointed shall hold office until the next regular election and until his successor is elected and qualified. If the term of the person creating the vacancy was to extend beyond the next regular election, the person elected to fill the vacancy shall be elected for the unexpired term. Where a vacancy or vacancies exist in the office of trustee and a successor or successors to be elected at the next election to fill the unexpired term or terms, the three (3) candidates for trustee receiving the highest number of votes shall be elected to four-year terms and the candidate or candidates receiving the next highest number of votes, in descending order, shall be elected to fill the unexpired term or terms.

State law reference(s)—C.R.S. § 31-4-301(5), 1973, 1979 Supp.

2-3-6 Removal of Officers.

By the vote of four (4) Trustees, the Mayor, the Clerk, the Treasurer, the Marshall, any member of the Board, or any other officer of the Town may be removed from office. No such removal shall be made without a charge in writing and an opportunity of Hearing being given unless the Officer against whom the charge is made has moved out of the limits of the Town. When any Officer ceases to reside within the limits of the Town, he may be removed from office pursuant to C.R.S. § 31-4-307, 1973, as amended. A municipal Judge may be removed during his term of office only for cause, as set forth in C.R.S. § 13-10-105(2), 1973.

State law reference(s)—C.R.S. § 31-4-307, 1973, as amended.

2-3-7 Combined Offices.

The Board of Trustees may appoint one (1) person to hold more than one (1) office, where such offices are compatible. The Board of Trustees may appoint one (1) person to hold the office of Town Clerk and Town Treasurer.

2-3-8 Intergovernmental Contracts and Agreements.

The Board of Trustees shall have authority, on behalf of the Town, to enter into contractual arrangements with one (1) or more other governmental bodies for the performance of any governmental service, activity or undertaking which could be performed by each of the governmental bodies, in accordance with the requirements of State Law.

State law reference(s)—C.R.S. § 29-1-203, 1973.

2-3-9 Committees.

Any question pending before the Board of Trustees may be referred to a standing committee, or to a special committee, for its consideration and report. Standing committees shall be appointed at a regular meeting by the Mayor.

ARTICLE 4. TRUSTEES

2-4-1 Qualifications.

Trustees shall be qualified electors who have resided within the limits of the Town for a period of at least twelve (12) consecutive months immediately preceding the date of the election; provided that in case of annexation, any person who has resided within the annexed territory for the time prescribed shall be deemed to have met the residence requirements for the Town to which the territory was annexed. A member of the Board of Trustees shall be deemed to be "qualified elector" as that term is used in this section only if they meet the criteria for being a qualified municipal elector as set forth in C.R.S. § 31-10-201(3).

(Ord. No. 04-2019 , § 2, 5-13-2019)

State law reference(s)—C.R.S. § 31-4-301(1), 1973.

2-4-2 Term of Office.

Trustees shall be elected to serve a four-year term. At each regular election, three (3) Trustees shall be elected to serve four-year terms. Notwithstanding (Colorado Constitution, Article XVIII, Section 11), the elected officials of the Town of Grand Lake are authorized to serve more than two (2) consecutive terms of office, and the limitation on terms of office of (Colorado Constitution, Article XVIII, Section 11) is eliminated.

State law reference(s)—C.R.S. § 31-4-301(5), 1973, 1979 Supp.

2-4-3 Compensation.

Trustees shall receive such compensation as may be fixed by Ordinance.

State law reference(s)—C.R.S. § 31-4-403, 1973.

2-4-4 Oath.

Before entering upon the duties of the office, a Trustee shall take an oath or affirmation of office.

State law reference(s)—C.R.S. § 31-4-401(1), 1973.

2-4-5 Procedure—Regular and Special Meetings.

- (A) *Regular Meetings.* The Trustees shall hold regular meetings on the second and fourth Monday of each month at a time to be determined at the second meeting of April each year by the Mayor after consultation with the Board of Trustees provided, however, that when the day fixed for any regular meeting of the Board falls upon a day designated by law as a legal or national holiday, such meeting shall be held at the same hour on the next succeeding day not a holiday. All regular meetings of the Board will be held in the Town Hall of the Town of Grand Lake or other such place as the Mayor may deem is necessary. The second meeting of each month may be omitted without public notice.
- (B) *Special Meetings.* The Mayor may convene the Board at any time. Whenever a special meeting shall be called, a Summons or a Notice in writing signed by the Mayor shall be served upon each member of the Board either in person or by Notice left at his place of residence, stating the date and hour of the meeting and the purpose for which such meeting is called, and no business shall be transacted thereat, except such as is stated in the Notice. If the Mayor is absent from the Town a special meeting may be convened by a majority of the Board. Notice of meeting may also be given by direct communication or by telephone call from the Mayor or the Town Clerk to the Trustee or his spouse.
- (C) *Quorum.* No action shall be taken unless a quorum is present. A majority of the Trustees shall constitute a quorum. A lesser number may adjourn from time to time and compel the attendance of absent members. Any member of the Board, at any regular or special meeting, may, in writing, demand the attendance of the absent members, which said demand shall be entered on the record forthwith by the Clerk, who shall thereupon notify the absent members of the time and place of the meeting.
- (D) *Agenda.* All reports, communications, ordinances, resolutions, contracts, documents, or other matters to be submitted to the Board shall, at least six (6) days prior to each meeting, be delivered to the Town Clerk, whereupon the Clerk shall immediately arrange a list of such matters according to the order of business. Each Trustee, the Mayor, and the Town Attorney will be furnished with a copy of the order of business, together with a copy of the Minutes of the last preceding meeting, prior to the council meeting and as far in advance of the meeting as time for preparation will permit.
- (E) *Regular Meetings.*
 - 1. *Call to Order.* The Mayor shall take the chair at the hour appointed for the meeting and shall call the Board to order. The Mayor or temporary chairman shall preserve the order and decorum, decide all questions of order and conduct the proceedings of the meeting in accordance with the Rules of Procedure, (Refer to Chapter 2: Administration Article 5: Rules of Procedures) unless otherwise provided by Ordinance. Executive Session is permitted only in accordance with the provisions of C.R.S. § 29-9-101, 1973, as amended.
 - 2. *Pledge of Allegiance.*
 - 3. *Announcements.* The Mayor shall make any announcements as deemed necessary for the efficient operation of the meeting.
 - 4. *Roll Call.* Before proceeding with the business of the Board, the Clerk or his deputy shall call the roll of the members, and the names of those present shall be entered in the Minutes.

5. *Petitions.* Petitions remonstrances, communications, and comments or suggestions from citizens present, shall be heard by the Board. All such remarks shall be addressed to the Board as a whole, and not to any member thereof. Such remarks shall be limited to a reasonable time and such determination will be in the discretion of the presiding officer. No person other than the individual speaking shall enter into the discussion without the permission of the presiding officer.
 6. *Reading the Minutes.* Unless a reading of the Minutes of a Board Meeting is requested by a member of the Board, the Minutes of the preceding meeting, which have been furnished by the Clerk to each Trustee, shall be considered approved if correct, and errors rectified if any exist.
 7. *Old Business.* The Board shall consider any business that has been previously considered and which is still unfinished.
 8. *New Business.* The Board shall consider any business not heretofore considered, including the introduction or reading of Ordinances and Resolutions.
 9. *Reports of Officers.* The Town officials and/or committees shall present such reports as may be required by the Board.
 9. *Mayor's Report.* The Mayor shall present such reports as may be deemed necessary by the Mayor.
 8. *Other Business.* Prior to adjournment the Board shall, as it deems necessary, consider such business as is not specifically provided for herein.
 9. *Adjournment.* The Board may, by a majority vote of those present, adjourn from time to time to a specific date and hour. A Motion to Adjourn shall always be in order and decided without debate.
- (F) *Resolution or Motion Required—Roll Call Vote.* Every subject coming before the Board for its action shall be submitted by Resolution or Motion. The Clerk shall call the roll and the vote thereon shall be taken by ayes and nays.
- (G) *Vote Required.* All Ordinances, all Resolutions or orders for the appropriation of money, all Resolutions or orders to enter into contracts, and all appointments of officers, shall require for the passage or adoption the concurrence of a majority of all the members elected to the Board. In all other matters a majority of the votes cast is sufficient for passage except in cases of special emergency, for the preservation of the public peace, health or safety, and then only by the affirmative vote of three-fourths ($\frac{3}{4}$) of the members of the Board.

(Ord. No. 05-2018 , § 1, 9-10-2018; Ord. No. 08-2020 , § 1, 6-22-2020)

State law reference(s)—C.R.S. § 31-16-103, 1973; C.R.S. § 31-16-108, 1973; C.R.S. § 31-4-302, 1973, amended 1981.

- (H) *Publication of Ordinances.* All Ordinances, as soon as may be possible after their passage, shall be recorded in a book kept for that purpose and shall be authenticated by the signature of the presiding officer of the Town and the Clerk. All Ordinances of a general or permanent nature and those imposing any fine, penalty, or forfeiture, following adoption and compliance with the provisions of C.R.S. § 31-16-104, 1973, as amended, shall be published in some newspaper published within the limits of the Town or, if there are none, in some newspaper of general circulation within the limits of the Town. Such Ordinances shall not take effect until thirty (30) days after publication, except for Ordinances calling for special elections or necessary for the immediate preservation of the public health or safety which shall take effect immediately upon adoption and compliance with the provisions of C.R.S. § 31-16-104, 1973, as amended, if they are adopted by an affirmative vote of three-fourths ($\frac{3}{4}$) of the members of the Board of Trustees. The reasons making the Ordinances necessary for the immediate preservation of the public health or safety shall be set forth in a separate Section of said Ordinances. Codes may also be adopted by reference as provided by State Law.

State law reference(s)—C.R.S. § 31-16-105, 1973.

- (I) *Committees.* Any question pending before the Board may be referred to the appropriate committee, or to a special committee, for its consideration and report. When a question has been referred to a committee, such committee shall report thereon with its recommendation at the next meeting.
- (J) *Suspension of the Rules.* Any of the provisions of this Section may be temporarily suspended in connection with any matter under consideration by a recorded vote of three-fourths (¾) of the members present, except that this shall not be construed to permit any action that is contrary to State Statute.
- (K) *Ordinances Approved by the Mayor.* Refer to Section 2-1-3(B).

ARTICLE 5. RULES OF PROCEDURES

2-5-1 Purpose and Applicability.

The purpose of the Administrative Rules of Procedure contained herein is to provide a uniform, consistent and expeditious method of procedure for the conduct of all Hearings held before the Board of Trustees, or any Board, Commission, or official of the Town. The provisions of this Section shall be applied uniformly in all such Hearings; provided, however, that any Board, Commission, or official may supplement the provisions hereof by the adoption of further rules of procedure not inconsistent herewith. All rules adopted to supplement the provisions of this Section by any Board, Commission or official shall be reduced to writing and copies thereof shall be made available to the public.

2-5-2 Quasi-Judicial Hearings.

The provisions of Sections 2-5-2 through 2-5-7 shall be applicable only to those Hearings where the Board of Trustees, Board, Commission or official is called upon to exercise a power of quasi-judicial nature, which, for purpose of this Article, shall be deemed to consist of the following:

- (A) Hearings before the Board of Trustees upon application for the issuance, or Hearings for the suspension or revocation of liquor or fermented malt beverage licenses; upon Ordinances which zone or re-zone realty; and upon all appeals from the decisions of any city official, board or commission, where such an appeal is otherwise authorized, and which requires an evidentiary Hearing to determine such appeal.
- (B) Hearing before the Board of Zoning Adjustment upon appeals from any decision of the Building Inspector or upon request for a variance or exception from the terms of any Section of this Code.
- (C) Hearing before any Board, Commission or official respecting the issuance, suspension or revocation of any license issued by the Town.

2-5-3 Rights of Participants.

All quasi-judicial Hearings shall be conducted under procedures designed to ensure all interested due process of law and equal protection of the laws and shall, in all cases, provide for the following:

- (A) The administration of oaths to all parties or witnesses who appear for the purpose of testifying upon factual matters.
- (B) The cross-examination, upon request, of all witnesses by the interested parties.
- (C) The stenographic, or other verbatim, reproduction of all testimony presented in the Hearing, or an adequate summary of such testimony.

- (D) A clear decision by the Hearing body which shall set forth the factual bases and reasons for the decision rendered.

2-5-4 Order of Procedure.

In all quasi-judicial Hearings, the following order of procedure shall be followed:

- (A) Presentations of those documents showing the regularity of the commencement of the proceedings and the form of the public notice given.
- (B) Presentation of evidence by the applicant, petitioner, appealing party or complainant.
- (C) Presentation of evidence in support of the applicant, petitioner, appealing party or complainant by any other person.
- (D) Presentation of evidence from any person opposing the application, petition, appeal or complaint.
- (E) Presentation of evidence in opposition or rebuttal to the matters presented by the opposition.
- (F) All documents, or other items of physical evidence, shall be marked as Exhibits with such identifying symbols as may be necessary to determine the Exhibit referred to by any witness or other person.

2-5-5 Rules of Evidence.

The Hearing body shall be required to observe rules of evidence, and may consider only matters which the chair concludes is reasonably reliable and calculated to aid the Hearing body in reaching an accurate determination of the issues involved.

2-5-6 Deliberation and Notice of Decision.

Each Hearing body is hereby authorized to deliberate upon the issues presented at the Hearing in private, non-public sessions; provided that no decision shall be effective, except upon a vote of the members of the Hearing body, conducted in an open session thereof, which shall be duly recorded in the Minutes of the public body. Written copies of all decisions shall be delivered to the applicant, petitioner, appellant, complainant and other interested party requesting same, within thirty (30) days of the Trustees' decision.

2-5-7 Judicial Enforcement and Review.

Any party aggrieved by any decision rendered by the Hearing body in any quasi-judicial Hearing, as well as department heads or authorized officials of the Town, or the Town itself, may apply to have said decision reviewed by a Court of competent jurisdiction, in accordance with the provisions of the Colorado Rules of Civil Procedure.

2-5-8 Administrative Hearings.

All other hearings before the Board of Trustees of any Board, Commission or official shall be deemed to be Administrative Hearings, the purpose of which is to obtain information to enable the Board to determine legislative policy or to enable any Board, Commission or official to make recommendations to the Board on pending legislation. Such Hearing shall be conducted in compliance with the provisions of Sections 2-5-9 through 2-5-13 hereof and in such a manner so as to enable any person desiring to be heard a reasonable opportunity for the presentation of his views.

2-5-9 Commencement of Proceedings.

All proceedings conducted pursuant to the provisions of this Article shall be commenced in the manner provided by this Section of Statute governing the matter.

2-5-10 Referral to Hearing Body.

Upon receipt by the Town Clerk of the Secretary of any Board, Commission or other appropriate officer of the Town of any application, petition, notice of appeal, complaint, or other instrument initiating a Hearing, the same shall be referred to the Board of Trustees, Board, Commission, or official having jurisdiction over the matter, and a date, time and place for hearing thereon shall be set by said Board of Trustees, Board, Commission or official, who shall direct public notice thereof, to be given; provided, however, that the Board of Trustees or any Board or Commission may authorize its Clerk or Secretary to set a date, time and place for Hearing upon receipt of such instrument without the necessity for action by the Board of Trustees, Board, Commission or official.

2-5-11 Public Notice.

Public Notice of the date, time and place of the Public Hearing may be given in the manner provided by this Article or Statute. In the absence of provisions specifically delineating the manner in which public notice is to be given, notice of the date, time, place and purpose of the Hearing to be held may be published once in that newspaper designated by the Mayor, not less than fifteen (15) days prior to the date of said Hearing. Notices may be posted on the bulletin board on the Town Hall and other appropriate public places. Adequate notice shall be given before the commencement of all public hearings.

2-5-12 Preserving Order.

The chair shall have the right to preserve order during the Hearing and to take such steps, including the ejection of any disorderly or obstreperous person interfering with the proceedings as may be necessary, and the chair may, prior to any presentations and as a condition to the taking of testimony or information from any person, require the registration of all persons desiring to be heard during the Hearings. It may restrict the testimony of any person to the material issues pending before it and, to prevent duplicative or cumulative presentations, it may impose reasonable time restrictions on any person.

2-5-13 Adjournments.

After commencement of any Hearing, the Hearing body may, if it is deemed necessary to obtain a full presentation, adjourn the Hearing from time to time by publicly announcing the fact of such adjournment and the date, time and place when and where the adjourned Hearing shall recommence, without the necessity of any further published notices thereof.

Manager

ARTICLE 7. TOWN MANAGER

2-7-1 Appointment.

The Board of Trustees shall appoint a Town Manager within ninety (90) days after any vacancy exists in such position. The Town Manager shall hold office at the pleasure of a majority of the Board. He shall be selected solely

on the basis of his executive and administrative qualifications with special reference to his training and experience. He shall be compensated for his services as the Board may from time to time determine.

2-7-2 Functions and Duties.

The Town Manager shall be the Chief Administrative Officer of the Town government. His functions and duties shall be:

- (A) To be responsible to the Board for the efficient administration of all administrative departments of the Town government.
- (B) To supervise the enforcement of all Laws and Ordinances.
- (C) To hire, or cause to hire, the heads of Town Departments and Town staff other than the Municipal Judge, Town Attorney, Town Clerk, Town Clerk Pro-Tem, Town Treasurer, and Administrative Hearing Officer.
- (D) To recommend an annual budget to the Board and to administer the budget as finally adopted, and to keep the Board fully advised at all times as to the financial condition of the Town.
- (E) To recommend to the Board for adoption such measures as he may deem necessary, and to attend Board meetings with the right to take part in discussions but not to vote.
- (F) To establish, subject to Board approval, appropriate personnel rules and regulations governing officers and employees of the Town.
- (G) To perform such other duties as may be prescribed by Ordinance or by direction of the Board.

2-7-3 Administrative Organization.

The Town Manager, as the chief executive officer of the town, shall be responsible for the effective and efficient organization and implementation of Town administrative functions over which he has purview.

2-7-4 Relationship of Board to Town Manager.

Neither the Mayor nor any member of the Board shall in any way interfere with the Town Manager in his exercise of the powers and duties granted by this Article. Except for the purposes of inquiry, the Mayor and members of the Board shall deal with the Town Manager solely through the Town Board, and neither the Mayor nor any member of the Board shall give orders to any of the subordinates of the Town Manager, either publicly or privately.

2-7-5 Intent of Article.

Nothing in this Article shall impair the responsibility of the Board for the overall operation of the Town Government as required by the laws of the State of Colorado.

ARTICLE 8. TOWN CLERK

2-8-1 Appointment.

The Board of Trustees, at its first meeting after each regular election, shall appoint some qualified person as Town Clerk. The Town Clerk shall be subject to the supervision of the Town Manager, including imposition of

discipline up to but not including termination, which is reserved to the Board of Trustees. In case a vacancy should occur in the office of Clerk, the Board shall appoint a Clerk for the unexpired term.

2-8-2 Oath of Bond.

Before entering upon the duties of the office, the Town Clerk shall take an oath or affirmation of office, and furnish a surety bond in the amount of ten thousand dollars (\$10,000), conditioned upon the faithful discharge of his or her duties as Town Clerk. In the event the Town Clerk shall occupy more than one (1) office, both of which must be bonded, one (1) bond shall be sufficient for both.

2-8-3 Duties.

The Town Clerk shall perform the following duties:

- (A) He shall be the Clerk of the Board and shall attend all meetings of the Board and shall keep a permanent journal of its proceedings.
- (B) He shall be the custodian and archivist of all the Town's records and such records shall be open at all reasonable times for inspection by electors of the Town.
- (C) He shall certify by his signature all Ordinances and Resolutions enacted or passed by the Board.
- (D) He shall be the Clerk of the Municipal Court and shall attend all Court proceedings and shall keep a record of same and shall carry out the process of the Municipal Judge.
- (E) He shall serve as the Municipal Clerk, keeping all records and carrying out the process prescribed by Colorado Statutes under the Municipal Election Code.
- (F) He shall be a Notary Public by the State of Colorado.
- (G)
- (H) He shall perform such other duties as may be prescribed for him by law or by order of the Mayor of the Town as authorized by the Board of Trustees.

ARTICLE 9. CLERK PRO-TEM

2-9-1 Appointment.

The Board of Trustees, at its first meeting after each regular election, shall appoint some qualified person as Town Clerk Pro-Tem. The town Clerk Pro Tem shall be subject to the supervision of the Town Manager, including imposition of discipline up to but not including termination, which is reserved for the Board of Trustees. In case a vacancy should occur in the office of Clerk Pro-Tem, the Board shall appoint a Clerk Pro-Tem for the unexpired term.

2-9-2 Clerk Pro-Tem Definition.

He shall be able to perform all the duties of the Clerk under the direction of the Clerk during his absence or inability to act.

2-9-3 Oath of Bond.

Before entering upon the duties of the office, the Town Clerk Pro-Tem shall take an oath or affirmation of office, and furnish a surety bond in the amount of ten thousand dollars (\$10,000), conditioned upon the faithful discharge of his or her duties as Town Clerk. In the event the Town Clerk Pro-Tem shall occupy more than one (1) office, both of which must be bonded, one (1) bond shall be sufficient for both.

2-9-4 Duties.

He shall be able to perform all the duties of the Clerk under the direction of the Clerk during his absence or inability to act.

ARTICLE 10. TOWN TREASURER

2-10-1 Appointment.

The Board of Trustees, at its first meeting after each regular election, shall appoint some qualified person as Town Treasurer. The Town Treasurer shall be subject to the supervision of the Town Manager, including imposition of discipline up to but not including termination, which is reserved to the Board of Trustees. In case a vacancy should occur in the office of Treasurer, the Board shall appoint a Treasurer for the unexpired term.

2-10-2 Oath of Bond.

Before entering upon the duties of the office, the Town Treasurer shall take an oath or affirmation of office, and furnish a surety bond in the amount of ten thousand dollars (\$10,000), conditioned upon the faithful performance of his duties and that upon vacating office, he will turn over and deliver to his successor all monies, books, papers, property, or things belonging to the Town and remaining in his charge as Treasurer.

2-10-3 Duties.

The Town Treasurer shall perform the following duties:

- (A) The Treasurer shall be the official bookkeeper of the Town of Grand Lake, keeping all financial records pertaining to the Town in such a manner as may be prescribed by the Board and the Colorado Revised Statutes. All books and accounts of the Treasurer shall always be subject to inspection by any member of the Board.
- (B) He shall keep a separate account of each fund or appropriation and of the debits and credits belonging thereto.
- (C) He shall receive, record, and deposit all monies paid to the Town in appropriate accounts in one (1) or more eligible public depositories pursuant to the provisions of the Public Deposit Protection Act (C.R.S. § 11-10.5-106), as well as in other securities or forms of investments as authorized by either Colorado Revised Statute or resolution. Neither the Treasurer nor other member of the governing body who acts in good faith in approving and designating such depository or investment shall be liable for loss of public funds deposited by the Treasurer by reason of default or insolvency of such depository, or loss on account of such investment.
- (D) He shall prepare all bills, statements, and invoices presented to the Town for payment, and submit a schedule of accounts payable and prepaid to the Board for approval at a regularly scheduled meeting.

Upon approval, the Treasurer shall publish the schedule of payments made in a manner allowed by state statute and maintain a file of all bills, statements, and invoices marked "paid" in an appropriate manner.

- (E) He shall prepare a monthly financial report for each fund, including all monies received, all payments made, and the balance of money in each account and for each fund.
- (F) He shall prepare the annual budget for the Town for presentation to and approval by the Board in accordance with Colorado Revised Statutes budget law.
- (G) He shall prepare all financial statements and documentation required and assist the Town's independent auditors in anticipation of the annual audit in accordance with Colorado Revised Statutes.
- (H) He shall perform all other duties, keep all records, and make all reports that are required by the provisions of this Code or by Colorado Revised Statutes.

ARTICLE 11. TOWN ATTORNEY

2-11-1 Appointment.

The Board of Trustees, at its first meeting after each regular election, shall appoint some qualified Attorney at Law as the Town Attorney. In case a vacancy should occur in the office of Town Attorney, the Board shall appoint a Town Attorney for the unexpired term.

State law reference(s)—C.R.S. § 31-4-304, 1973.

2-11-2 Oath and Bond.

Before entering upon the duties of the office, the Town Attorney shall take an oath or affirmation that he will faithfully perform the duties of his office.

2-11-3 Duties.

The Town Attorney shall perform the following duties:

- (A) He shall act as legal advisor to, and be attorney and counsel for the Mayor and the Board of Trustees and shall be responsible solely to them. He shall advise any officer or department head of the Town in matters relating to his official duties when so requested by the Board and shall file with the Town Clerk a written copy of all opinions given by him.
- (B) He shall prosecute violations of this Code. He shall conduct for the Town, cases in Municipal Court. He shall file with the Clerk copies of such records and files relating thereto.
- (C) He shall prepare or review all Ordinances, Contracts, Bonds and other written instruments which are submitted to him by the Board and shall promptly give his opinion as to the legal consequences thereof.
- (D) He shall call to the attention of the Board all matters of law, and changes or developments therein, affecting the Town.
- (E) He shall perform such other duties as may be prescribed for him by the Board and shall execute the process of the Mayor.

ARTICLE 12. POLICE DEPARTMENT

2-12-1 Creation—Composition.

There is hereby created a Police Department for the Town of Grand Lake which shall consist of one (1) Chief of Police and as many policemen deputies as may from time to time be deemed necessary for the safety and good order of the Town.

2-12-2 Departmental Rules and Regulations.

The Police Department shall be operated and managed in accordance with such departmental rules and regulations as may from time to time be adopted by the Board.

2-12-3 Appointment, Powers and Duties of Marshal.

At its first regular meeting following each biennial election, the Board of Trustees may appoint a police chief who shall be the head of the Police Department. The Chief shall be an officer of the Town and shall have the same power that sheriffs have by law, co-extensive with the County in cases of violation of Town Ordinances and for offenses committed within the limits of the Town. He shall execute the process of the Mayor. It shall be the duty of the Marshal to:

- (A) Execute and return, by himself or by any member of the police force, all writs and processes directed to him by the Mayor or the Municipal Judge in any case arising under the Town Code. In criminal cases, quasi-criminal cases, or cases in violation of the Town Code, he may serve the same in any part of the County in which such town is situated.
- (B) Suppress all riots, disturbances, and breaches of the peace, shall apprehend all disorderly persons in the Town, and shall pursue and arrest any person fleeing from justice in any part of the State.
- (C) Apprehend any person in the act of committing any offense against the laws of the State or the Code of the Town, and forthwith and without any warrant, bring such person before a Municipal Judge, County Judge, or other competent authority for examination and trial pursuant to law.
- (D) Take charge of the Town Jail and all prisoners confined therein, and all those who are sentenced to labor on the streets or public works of the Town, and see that orders and sentences with reference to such are fully executed and complied with.
- (E) Render such accounts of the Police Department, his duties, and receipts as may be required by the Board, and keep the records of his office open to inspection by the Board at any time.
- (F) Upon assuming the duties of such office, the Town Marshal shall take and subscribe to an oath that he will support the Constitution and laws of the State of Colorado, Constitution of the United States and Ordinances of the Town of Grand Lake, and that he will faithfully perform the duties of the office upon which he is about to enter. He shall furnish a bond to be approved by the Board, in the amount of not less than five thousand dollars (\$5,000.00), conditioned upon the faithful discharge of the duties of his office.

2-12-4 Compensation.

The Marshal shall be compensated at a monthly rate determined by the Board of Trustees.

2-12-5 Duties of Police Officers.

All members of the Police Department shall have power and duties as follows:

- (A) They shall perform all duties required of Chief.
- (B) They shall suppress riots, disturbances and breaches of the peace, apprehend disorderly persons in the Town, and shall pursue and arrest any person fleeing from justice in any part of the State.
- (C) They shall be the enforcement officers of the Town and shall see that the provisions of this Code and the laws of the State of Colorado are complied with. They shall arrest without process all persons engaged in the violation in their presence of any provision of this Code or the law of the State. Upon such arrest they shall forthwith convey such offenders before the proper officer to be dealt with according to law; provided, that they may incarcerate any person whom they shall arrest at a late and unusual hour of the night until the following morning, and provided further that in the special case relating to traffic offenses they may release an arrested person upon his written promise to appear in Court.
- (D) They shall report such offenses as may come to their knowledge to the proper Town official or they shall report the same to the Municipal Judge, securing a warrant for the arrest of offenders when desirable.
- (E) They shall execute and return all writs and processes directed to them by the Mayor or the Municipal Judge in any case arising under the Town Code and they may serve the same in any part of the County in which such Town is situate.
- (F) They shall observe the condition of the streets, sidewalks, and alleys of the Town, and of any obstruction nuisance, or impediments therein, and shall take necessary measures to remove or abate the same.

2-12-6 Oath and Bond.

Before entering upon the duties of his office, each police officer shall take and subscribe an oath that he will support the Constitution and Laws of the State of Colorado, the Constitution of the United States, and the Ordinances of the Town of Grand Lake, and that he will faithfully perform the duties of the office upon which he is about to enter.

2-12-7 Uniforms.

Every police officer shall wear at all times while on duty, a uniform of the type and quality prescribed by the Board.

2-12-8 Duty of Citizens to Aid.

It shall be the duty of all persons, when called upon by any police officer, to promptly aid and assist such officer in the discharge of his duties.

2-12-9 Extraterritorial Duty.

The Chief may in his discretion, upon request of the Sheriff of Grand County, or person exercising the functions thereof, assign police officers under his control together with such equipment as he shall deem to be proper, to perform temporary duty in the requesting jurisdiction. The Chief shall promptly notify the Mayor whenever such action is taken.

2-12-10 Reserve Police: Appointment Powers.

The Mayor may upon any emergency, riot, pestilence, invasion or at any time he shall deem it necessary for the peace, good order or health of the Town, order the Chief to appoint Reserve Policemen for a specified time, not exceeding five (5) days, without the approval of the Board. He may also order the Chief to appoint such number of Reserve Policemen as may be agreed upon to serve upon days of election, public celebration and holidays, and said Reserve Policemen shall have and possess all the powers and privileges of regular policemen during the time for which they may be appointed.

2-12-11 Police Operations Manual.

Upon the appointment of a police chief, there shall be a manual stating the Standard Operating Procedures of the Grand Lake Police Department to be followed and observed daily by each officer of the Law. This manual is the policy of the Board of Trustees and may be changed periodically. The adoption of this manual shall be by Resolution.

ARTICLE 13. POLICE PENSION FUND

2-13-1 Fund Established.

Upon the appointment of a police chief, the Policemen's Pension Fund of the Town is hereby established. The Policeman's Pension Fund shall be managed, administered, used and disbursed under the direction of the Board of Trustees.

2-13-2 Operation of Fund.

The Policeman's Pension Fund of the Town shall be operated in accordance with the laws and statutes of the State of Colorado, and as the same, may later be amended.

2-13-3 Limit of Contribution by Town.

The Board hereby finds and determines that the Town should use the power granted to it under the Colorado State Statutes, and does hereby elect to pay from the general funds of the Town, into the Policemen's Pension Fund created hereby such sum monthly as shall be prescribed by State Law.

2-13-4 Police Officer's Contribution.

The members of the Police Department shall from their respective monthly salaries, contribute into the Policemen's Pension Fund of the Town, identical percentages monthly of their respective monthly salaries so that the contribution of the Police Department as a whole shall match the contribution of the Town.

2-13-5 Refund of Contribution.

- (A) Should any paid member of the Police Department who has contributed to the Fund leave the services of the Town prior to becoming eligible to receive a pension payable from funds of the Policemen's Pension Fund, for any reason other than his death, all funds that shall have been paid into such fund by such person shall be refunded to such member on demand. In no event shall such refund include accumulated interest on the member's contribution or any portion of the Town's contribution to the Fund.

(B) Refund of a policeman's payment as hereinabove provided may be made in installments, according to such rules and regulations as the Board of Trustees shall from time to time adopt.

ARTICLE 14. SALARIES OF TOWN OFFICERS

2-14-1 Elected Officials.

The Salaries of Elected Officials shall be as follows:

Mayor \$ _____.____ per annum, payable monthly.

Trustees \$ _____.____ per annum, payable monthly.

2-14-2 Appointed Officers and Employees.

All appointed Officers and Employees of the Town shall receive such salary as shall be established by the salary schedule as set forth each year in the Town's Budget and by Resolution passed by a majority of those elected by the Board.

ARTICLE 15. EMPLOYEE POLICY HANDBOOK

2-15-1 Employee Policy Handbook.

There shall be a manual stating the Personnel Policies for the appointed Officers and Employees of the Town of Grand Lake. This manual is the policy of the Board of Trustees and may be changed periodically. The adoption of this manual shall be by Resolution.

ARTICLE 16. ADMINISTRATIVE HEARING OFFICER

2-16-1 Administrative Hearing Officer.

- (A) *Appointment.* The Administrative Hearing Officer shall be appointed for a term of two (2) years by the Board of Trustees. Additional Administrative Hearing Officers, as may be needed to transact the appeals, may be appointed by the Board of Trustees for a term of two (2) years.
- (B) *Oath.* Before entering upon the duties of his office, an Administrative Hearing Officer shall take an oath or affirmation that he will support the Constitution of the United States and the Constitution of the State of Colorado and the laws of the Town of Grand Lake and will faithfully perform the duties of his office.
- (C) *Monetary Compensation.* The compensation of the Administrative Hearing Officer is set by the Board as listed in Grand Lake Municipal Code Section 2-14-2.
- (D) *Duties.* The duties of an Administrative Hearing Officer are listed in Grand Lake Municipal Code Section 1-1-11.



DECEMBER 2023

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Introduction

Capital Improvement Plan Overview

The Town of Johnstown’s 2024-2033 Capital Improvement Program (CIP) contains information on how the Town plans to invest available resources into key infrastructure and facilities between 2024 and 2033. The plan provides a working blueprint for sustaining and improving the community’s assets by coordinating strategic planning, financial capacity, and physical development. The goals of the CIP are to provide sustainable funding sources for essential capital needs; improve the resiliency of essential services; and save the Town money over time by not deferring necessary improvements.

The CIP is a living document and as such, it is reviewed and updated annually to reflect changing community needs, priorities, and funding opportunities to ensure that the infrastructure exists to advance the strategic and long-term goals and objectives.

The Town has chosen to utilize a 10-year plan, because while the Town continues to make significant capital investments on an annual basis, the amount of resources available in one year are not sufficient to fund all identified capital needs, and there are future needs that have been identified that do not make sense to fund today. Although the Town has a 10-year CIP, the Town Council approves only the first year of the capital plan in the annual adoption of the budget.

The continued investment in the Town’s public infrastructure is key to ensuring the high quality of life for our residents.



Introduction

Introduction

The Town of Johnstown’s Capital Improvement Program (CIP) is a comprehensive, ten-year plan for capital investment in maintaining and enhancing public infrastructure. The CIP provides a list of all capital projects and their estimated costs over the ten-year period. The CIP serves as a guide that provides the framework for meeting current and future goals related to the physical assets of the community.

The Town of Johnstown invests in community facilities and infrastructure and provides a high level of municipal services. The Town owns and maintains 9 public buildings including the Recreation and Senior Center, 46 acres of parks and open space, 4.68 miles of trails, 102 lane miles of roadways, 5 bridges, one water treatment plant and its distribution water infrastructure, two wastewater treatment plants and its sewer collection infrastructure, and drainage infrastructure.

Recommended 2024 – 2033 Capital Improvement Plan

The 2024 – 2033 CIP is based on a steady revenue picture as the Johnstown economy has remained stable despite a number of recent challenges, including the COVID pandemic. With that, the 2024 – 2034 CIP has \$115 million recommended for 2024, and approximately \$411 million recommended for years 2024 – 2033. It is important to remember that, unlike an operating budget, the capital budget may fluctuate widely between years due to the timing of projects and the availability of funds.

The Town is spending the majority, about 69.4%, of its 2024 – 2033 capital funds on new infrastructure with the bulk of that being on water and sewer infrastructure. In addition to new infrastructure, 30.6% of the funds are planned for enhancement and maintenance of assets the Town already owns. The Town recognizes the importance of taking care of our assets. Capital enhancements involve upgrades to existing facilities that may include upgraded technologies, materials and equipment that can be more efficient, effective, and less costly to operate over time.



Funding Summaries

Overview

The Funding Summary section provides detail of the Town’s CIP budget needs from 2024 – 2033 by fund, department, and project type.

By Fund:

The Town of Johnstown utilizes fund accounting for budgeting and accounting purposes. Each fund is established for a specific purpose and is considered a different accounting entity.

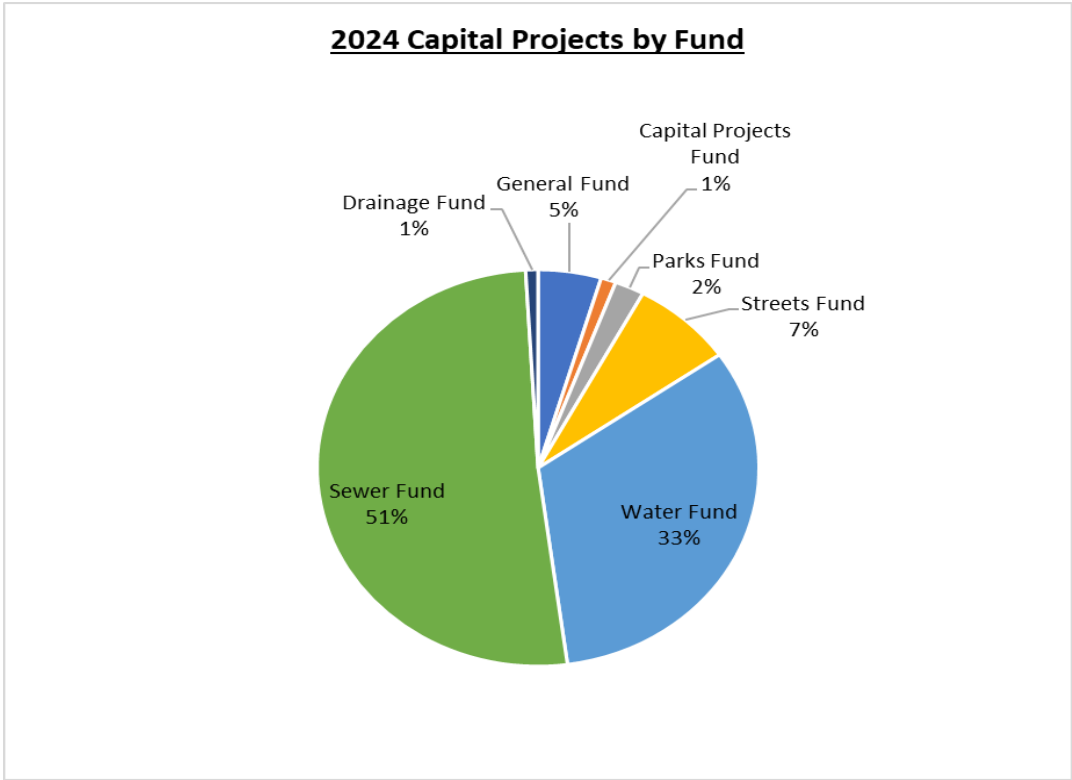
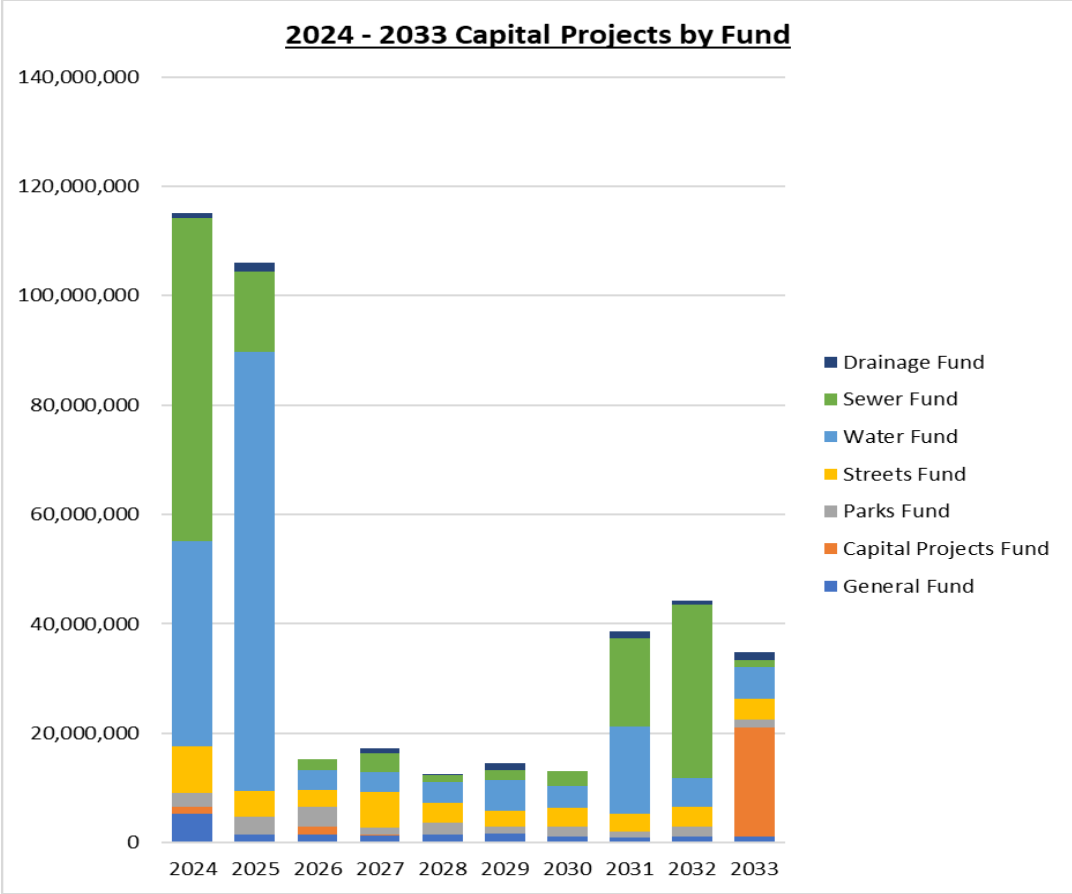
Currently the Town maintains 13 different funds, including the following:

- General Fund
- Conservation Trust Fund
- Arts and Culture Fund
- Parks and Open Space Fund
- Street and Alley Fund
- Capital Improvement Fund
- Tax Allocation Fund
- Water Fund
- Sewer Fund
- Drainage Fund
- Cemetery Perpetual Fund
- Library Fund
- Recreation Center Fund

Detailed descriptions of the funds are available in the Town of Johnstown budget document. Because a number of the funds have restrictions on the use of funds, the Town must provide consistency in planning for project types and timing in order to allocate resources to maintain existing priorities.

The charts below show the distribution of the ten-year CIP by fund and by year and show a breakdown of the planned capital expenditures in 2024 alone.

Funding Summaries



Funding Summaries

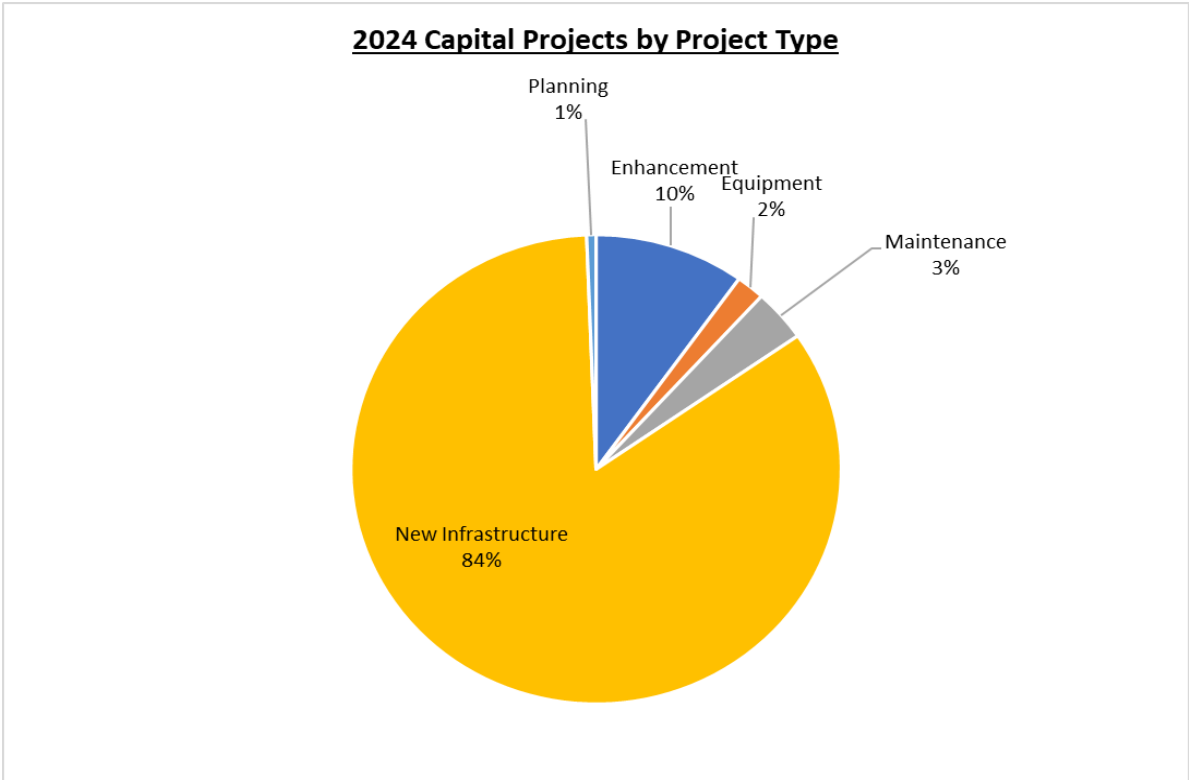
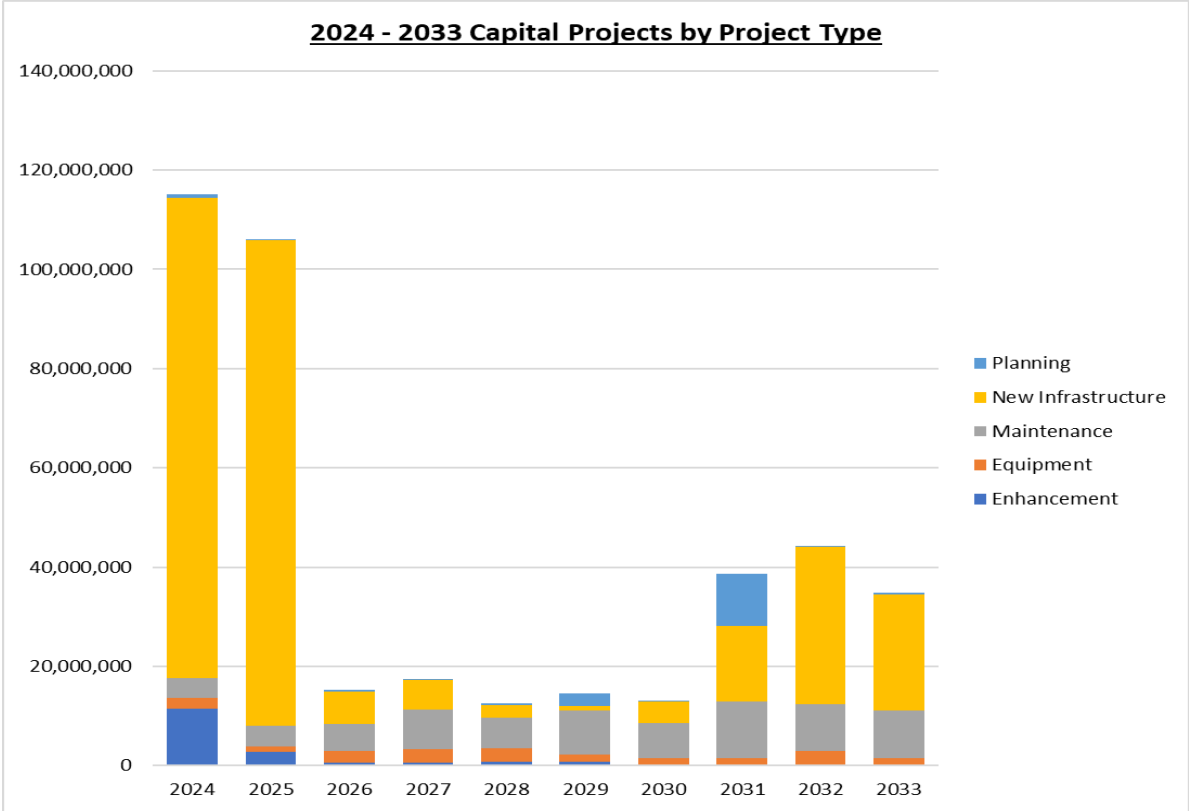
By Project Type:

Each CIP project has been classified as a Town investment in one of six project types: Enhancement, Maintenance, Planning, Land Acquisition, New Facility/Infrastructure, and Equipment.

1. Enhancement
 - Construction results in the expansion or significant improvement of an existing asset.
 - Projects have a discrete start and end date.
 - Projects are location specific.
 - Projects results in a durable, long-lasting asset with a useful life of more than 5 years.
2. Maintenance
 - Project results in the repair, replacement, or renovation of an existing asset.
 - Projects may or may not have a discrete start and end date.
 - Projects are location-specific or include programs that cover a specific area.
3. Planning
 - Project results in the development of a study or plan that is intended to identify, plan, or prepare for the construction or acquisition of capital assets or a capital program.
 - Projects have a discrete start and end date.
4. Land Acquisition
 - Project or program that results in the acquisition of real property such as land, mineral, water rights, or easements.
 - Projects may or may not have discrete start and end dates or may be programmatic.
 - Projects or programs may be location-specific or may be Town wide.
5. New Facility/Infrastructure
 - Project results in the construction or acquisition of a new asset.
 - Construction results in additional square footage of an existing asset.
 - Projects have discrete start and end dates.
 - Projects are location-specific.
 - Project results in a durable, long-lasting asset with a useful life of at least 10 years.
6. Equipment
 - Project results in the acquisition of vehicles, equipment, or significant improvement/addition to an existing equipment asset.
 - Projects may or may not have discrete start and end dates or may be programmatic.
 - Projects may be location-specific or may be Town wide.

Funding Summaries

The charts below show the funding by project type, broken down by year and a summary for 2024.

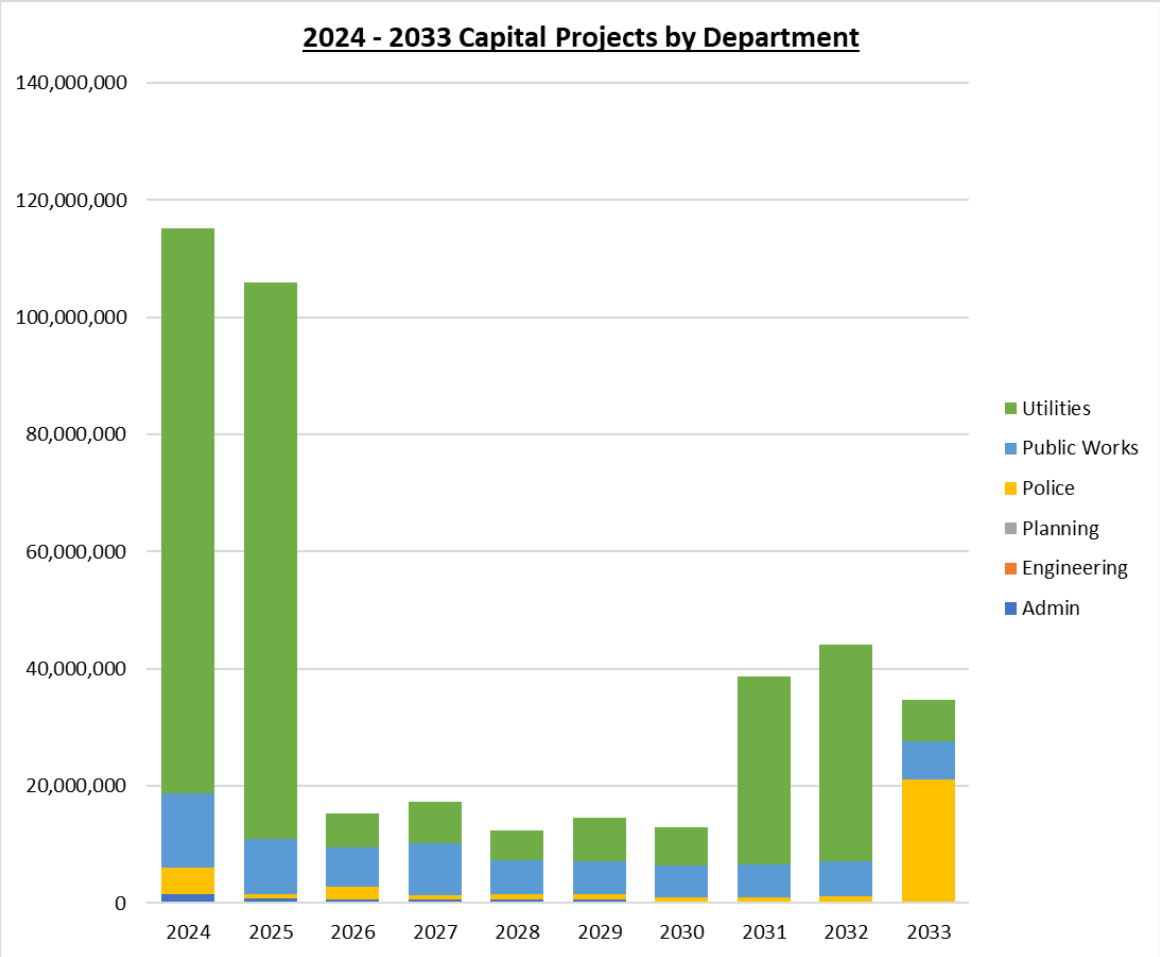


Funding Summaries

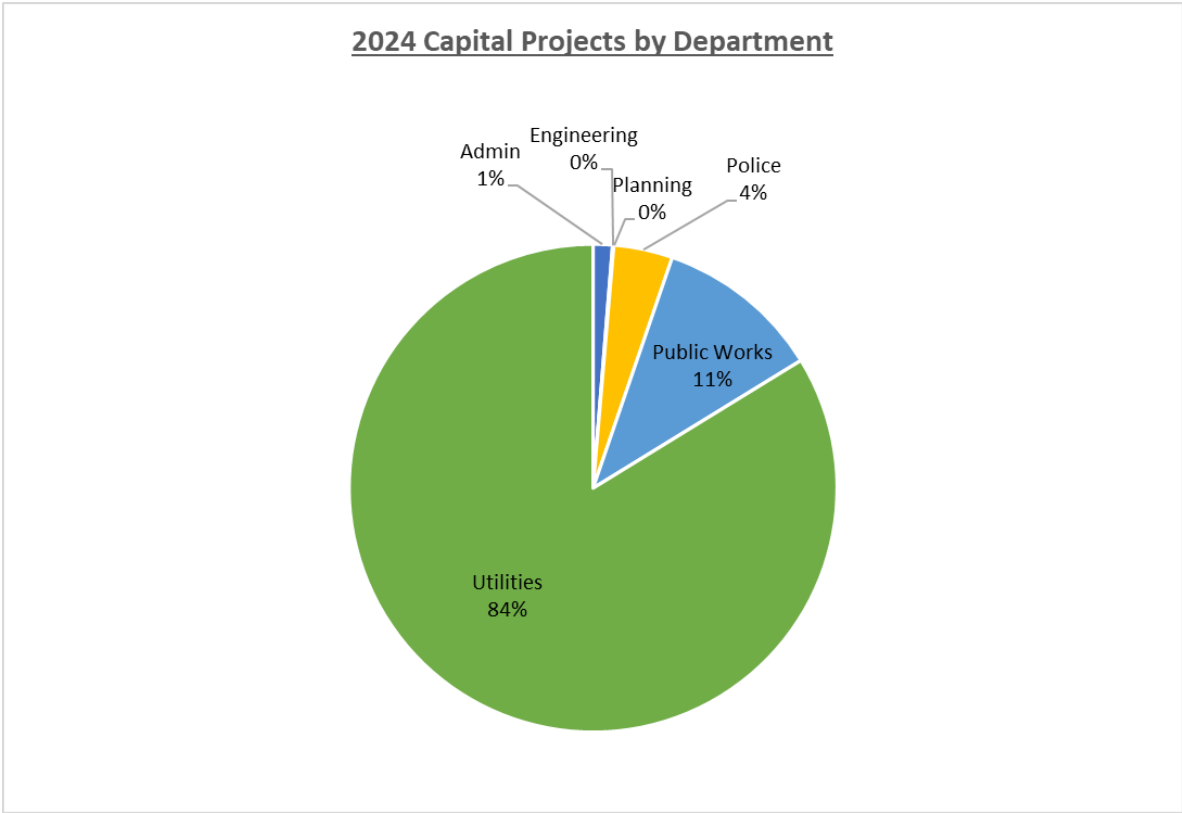
By Department:

Many departments have dedicated revenue sources that impact their CIP funding. For example, the Public Works Department manages funds that come from a 0.5% sales tax that was approved by voters to be used to fund street and sidewalk maintenance and repairs and for transportation-related capital improvement projects. In recent years, sales tax revenues have increased, thus increasing the potential use of those funds.

The charts below show the CIP funding broken down by department and by year and show the breakdown for just the 2024 budget year.



Funding Summaries



Dept.	Capital Request	Category	Fund	2024 Projected	2025 Projected	2026 Projected	2027 Projected	2028 Projected	2029 Projected	2030 Projected	2031 Projected	2032 Projected	2033 Projected	Total
Admin	Downtown Branding & Wayfinding- carryover FY22	Enhancement	General	60,000	650,000									710,000
Admin	Town wide wayfinding signage	Enhancement	General			500,000	500,000	500,000	500,000					2,000,000
Admin	Networks & IT	Maintenance	General	20,000	70,000	20,000	20,000	20,000	75,000	25,000	25,000	55,000	60,000	390,000
Admin	Town Hall Vehicle	Equipment	General	76,000		32,000				34,000			39,000	181,000
Admin	Financial software	Enhancement	General					150,000						150,000
Admin	Events van with wrap	Equipment	General	30,000							40,000			70,000
Planning	Comp Plan updates	Planning	General			60,000				60,000				120,000
Planning	Land Use Code audit and revisions	Planning	General				50,000					80,000		130,000
Planning	Housing Needs Assessment & Strategy Plan	Planning	General		80,000					40,000				120,000
Police	Police vehicles - 8 cars per year	Equipment	General	495,000	693,000	727,650	764,033	802,234	842,346	884,463	928,686	975,121	1,014,126	8,126,659
Police	PD expansion	Enhancement	General	4,000,000										4,000,000
Eng	Work trucks - 2	Equipment	General	100,000					104,000					204,000
PW	Building remodel	Enhancement	General	500,000										500,000
PW	Keyless access/Cameras	Enhancement	General	30,000										30,000
PW	Aerial photography	Maintenance	General			35,000			35,000			40,000		110,000
General Fund Totals:				5,311,000	1,493,000	1,374,650	1,334,033	1,472,234	1,556,346	1,043,463	993,686	1,150,121	1,113,126	16,841,659
Police	Land purchase for expansion	New Infrastructure	Capital Projects			1,500,000								1,500,000
Police	New Police department	New Infrastructure	Capital Projects										20,000,000	20,000,000
Admin	EV charging stations	Enhancement	Capital Projects	50,000			50,000							100,000
Admin	Downtown Branding & Wayfinding Sign Design/Constructor	Enhancement	Capital Projects	1,229,000										1,229,000
Capital Fund Totals:				1,279,000	0	1,500,000	50,000	0	0	0	0	0	20,000,000	22,829,000
PW	Cemetery irrigation	Enhancement	Parks & OS			50,000								50,000
PW	Cemetery expansion	New Infrastructure	Parks & OS					400,000						400,000
PW	Columbarium	New Infrastructure	Parks & OS									100,000		100,000
PW	Equipment - mowers, tanks, etc.	Equipment	Parks & OS	196,000	25,000			25,000		75,000		25,000		346,000
PW	Parks vehicles	Equipment	Parks & OS	30,000	45,000		45,000		50,000		50,000		50,000	270,000
PW	Tree program	Maintenance	Parks & OS	50,000	30,000	35,000	35,000	40,000	40,000	45,000	45,000	45,000	50,000	415,000
PW	Park development	New Infrastructure	Parks & OS		2,000,000	2,000,000								4,000,000
PW	Outdoor recreation facilities/amenities	New Infrastructure	Parks & OS		150,000	120,000		120,000		120,000			120,000	630,000
PW	Playground improvements/replacements	Maintenance	Parks & OS	350,000		150,000	200,000	200,000	200,000	200,000		150,000		1,450,000
PW	Park development	New Infrastructure	CTF	350,000		350,000		350,000		375,000		375,000		1,800,000
PW	Trail development	New Infrastructure	Parks & OS	1,300,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	10,300,000
PW	Parks, Trails, OS Master Plan	Planning	Parks & OS	200,000				100,000					100,000	400,000
Parks Totals:				2,476,000	3,250,000	3,705,000	1,280,000	2,235,000	1,290,000	1,815,000	1,095,000	1,695,000	1,320,000	20,161,000
PW	Streets Maintenance program	Maintenance	Streets	2,250,000	2,300,000	2,500,000	2,500,000	2,700,000	2,700,000	3,000,000	3,000,000	3,250,000	3,250,000	27,450,000
PW	RRX upgrade agreements	Enhancement	Streets		75,000				85,000				100,000	260,000
PW	Major construction projects	New Infrastructure	Streets				3,750,000							3,750,000
PW	Bridge maintenance	Maintenance	Streets	103,000	30,000	20,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	328,000
PW	HPB/Hwy. 34 D & C	Enhancement	Streets	750,000	2,000,000									2,750,000
PW	Alley overlay program	Enhancement	Streets	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000
PW	Curb/gutter/sidewalk replacement	Maintenance	Streets	50,000	115,000	115,000	125,000	125,000	125,000	135,000	135,000	135,000	150,000	1,210,000
PW	Sweeper	Equipment	Streets					285,000						285,000
PW	Plow Trucks	Equipment	Streets	555,000		175,000		175,000		175,000		175,000		1,255,000
PW	Milling attachment	Equipment	Streets	80,000										80,000
PW	Breaker attachment	Equipment	Streets	30,000										30,000
PW	Plate tamper	Equipment	Streets	5,000										5,000
PW	Tack tank	Equipment	Streets	8,000										8,000
PW	Water tank and tools	Equipment	Streets	6,000										6,000
PW	Skid Steer	Equipment	Streets	85,000										85,000
PW	Streets vehicles	Equipment	Streets	50,000		50,000		55,000		55,000			60,000	270,000
PW	Trailer build out	Equipment	Streets	15,000										15,000
PW	Transportation Master Plan Update	Planning	Streets					100,000					100,000	200,000
PW	Colorado half-street improvements	Enhancement	Streets	2,000,000										2,000,000
PW	Colo & Hwy 60 construction	Enhancement	Streets	2,500,000										2,500,000
Streets Totals:				8,587,000	4,620,000	2,960,000	6,500,000	3,565,000	3,035,000	3,490,000	3,260,000	3,685,000	3,785,000	43,487,000

Dept.	Capital Request	Category	Fund	2024 Projected	2025 Projected	2026 Projected	2027 Projected	2028 Projected	2029 Projected	2030 Projected	2031 Projected	2032 Projected	2033 Projected	Total
Utilities	WTP Exp (D&C)	New Infrastructure	Water	30,000,000	38,000,000								2,300,000	70,300,000
Utilities	WTP Storage Tanks Rehab	Maintenance	Water									500,000		500,000
Utilities	WTP - Central Weld Participation	Planning	Water						2,500,000		10,500,000			13,000,000
Utilities	Raw Water - Transmission Line	New Infrastructure	Water	1,200,000	42,000,000									43,200,000
Utilities	Raw Water - Flushing Line to Town Lake	Maintenance	Water									1,000,000		1,000,000
Utilities	Equip - Crew Vehicles (3/4 Ton Truck)	Equipment	Water	60,000			45,000		45,000		45,000			195,000
Utilities	Equip - Fork Lift (WTP)	Equipment	Water			45,000								45,000
Utilities	Water Dist - SH60 Water Line	New Infrastructure	Water	5,000,000										5,000,000
Utilities	Water Dist - Water Meter Replacement	Equipment	Water			1,000,000	1,000,000	1,000,000						3,000,000
Utilities	Water Dist - Master Plan & Model (CIP & Dev Reimb)	Planning	Water			300,000								300,000
Utilities	Water Dist - Annual Waterline Replacement	Maintenance	Water	500,000		500,000	1,000,000	500,000	1,000,000	500,000	1,000,000	500,000	750,000	6,250,000
Utilities	Water Dist - Interconnect with Little Thompson	New Infrastructure	Water		300,000									300,000
Utilities	Facility - C&D Water	New Infrastructure	Water							1,000,000				1,000,000
Utilities	Equip - Hydrant gutting tool	Equipment	Water	25,000										25,000
Utilities	Equip - Water Mini Vac Trailer - Valves	Equipment	Water	30,000							100,000			130,000
Utilities	Equip - 1/2 C&D (Water)Shoring	Equipment	Water	10,000										10,000
Utilities	Equip - 1/2 C&D (Water) Crew Vehicles (250)	Equipment	Water		60,000	60,000	60,000	65,000	65,000	65,000	65,000	65,000	65,000	570,000
Utilities	Equip - 1/2 C&D (Water) Emergency Utility Van	Equipment	Water				50,626							50,626
Utilities	Equip - 1/2 - Tandum Dump Truck	Equipment	Water						130,226					130,226
Utilities	Equip - 1/2 C&D (Water) Backhoe	Equipment	Water									111,457		111,457
Utilities	Equip - 1/2 C&D (Water) Mini Ex	Equipment	Water					40,000						40,000
Utilities	WTP R&R	Maintenance	Water			1,337,500	1,481,600	1,641,100	1,817,900	2,013,700	4,198,384	2,622,719	2,800,000	17,912,903
Utilities	PRV Vault SH60/Colorado Blvd	Enhancement	Water	200,000										200,000
Utilities	Equip - 1/2 Vac Truck (Water, Sewer)	Equipment	Water	52,500										52,500
Utilities	Water Shares	New Infrastructure	Water	400,000		500,000		500,000		500,000		500,000		2,400,000
Water Totals:				37,477,500	80,360,000	3,742,500	3,637,226	3,746,100	5,558,126	4,078,700	15,908,384	5,299,176	5,915,000	165,722,712
Utilities	WWTP - Central Plant (D&C)	New Infrastructure	Sewer	26,500,000	14,296,800						7,110,503	14,860,951		62,768,254
Utilities	WWTP - Low Point Retrofit (D&C)	New Infrastructure	Sewer	2,000,000							7,110,503	14,860,951		23,971,454
Utilities	WWTP - Low Point Admin Retrofit	New Infrastructure	Sewer					228,233						228,233
Utilities	WWTP - Central Lagoon Decommission	New Infrastructure	Sewer			570,583	1,192,519							1,763,102
Utilities	Equip - Fork Lift (WWTP)	Equipment	Sewer	40,000	56,166									96,166
Utilities	Equip - Crew Vehicles (3/4 Ton Truck)	Equipment	Sewer	105,000		51,352		56,078		61,239		66,874		340,543
Utilities	Sewer Coll - Master Plan and Model	New Infrastructure	Sewer			456,466								456,466
Utilities	Sewer Coll - Sewer Inspection & Cleaning	Maintenance	Sewer	70,000	250,554	171,175	178,878	186,927	195,339	204,129	213,315	222,914	231,831	1,925,062
Utilities	Sewer Coll - North Interceptor Project	New Infrastructure	Sewer	30,000,000										30,000,000
Utilities	Sewer Coll - Annual Sewer Rehab Project	Maintenance	Sewer			570,583	1,192,519	623,091	1,302,260	680,431	1,422,101	743,048	772,770	7,306,803
Utilities	Sewer Coll - Interceptor Oversizing	Maintenance	Sewer	200,000		114,117	119,252	124,618	130,226	136,086	142,210	148,610	154,554	1,269,673
Utilities	Facility - C&D Sewer	New Infrastructure	Sewer							1,360,862				1,360,862
Utilities	Equip - C&D Emergency Pump	Equipment	Sewer	15,000										15,000
Utilities	Equip - 1/2 C&D (Sewer)Shoring	Equipment	Sewer	10,000										10,000
Utilities	Equip - Crew Vehicles	Equipment	Sewer		35,000	36,000	35,776	37,385	39,068	40,826	42,663	44,583	44,583	355,884
Utilities	Equip - 1/2 C&D (Sewer) Emergency Utility Van	Equipment	Sewer				59,626							59,626
Utilities	Equip - 1/2 - Tandum Dump Truck	Equipment	Sewer						130,226					130,226
Utilities	Equip - 1/2 C&D (Sewer) Crew Vehicles (250)	Equipment	Water		60,000	60,000	60,000	65,000	65,000	65,000	65,000	65,000	65,000	570,000
Utilities	Equip - 1/2 C&D (Sewer) Backhoe	Equipment	Sewer									111,457		111,457
Utilities	Equip - 1/2 C&D (Sewer) Mini Ex	Equipment	Sewer					49,847						49,847
Utilities	Equip - 1/2 Vac Truck (Water, Sewer, Storm)	Equipment	Sewer	52,500								600,000		652,500
Utilities	Equip - Sewer CCTV Inspection Vehicle	Equipment	Sewer				596,259							596,259
Sewer Totals:				58,992,500	14,698,520	2,030,276	3,434,829	1,371,179	1,862,119	2,548,573	16,106,295	31,724,388	1,268,738	134,037,417
PW	Storm Drainage Master Plan	Planning		508,000				100,000					100,000	708,000
PW	Jet/Vacuum/Camera/Survey Drainage Network	Planning & Maintenance			100,000									100,000
PW	Capital stormwater projects	Maintenance		530,000	1,500,000		1,000,000		1,250,000		1,250,000		1,250,000	6,780,000
PW	Vactruck	Equipment										600,000		600,000
Drainage Totals:				1,038,000	1,600,000	0	1,000,000	100,000	1,250,000	0	1,250,000	600,000	1,350,000	8,188,000
Total Capital Improvement Costs:				115,161,000	106,021,520	15,312,426	17,236,088	12,489,513	14,551,591	12,975,736	38,613,365	44,153,685	34,751,864	411,266,788

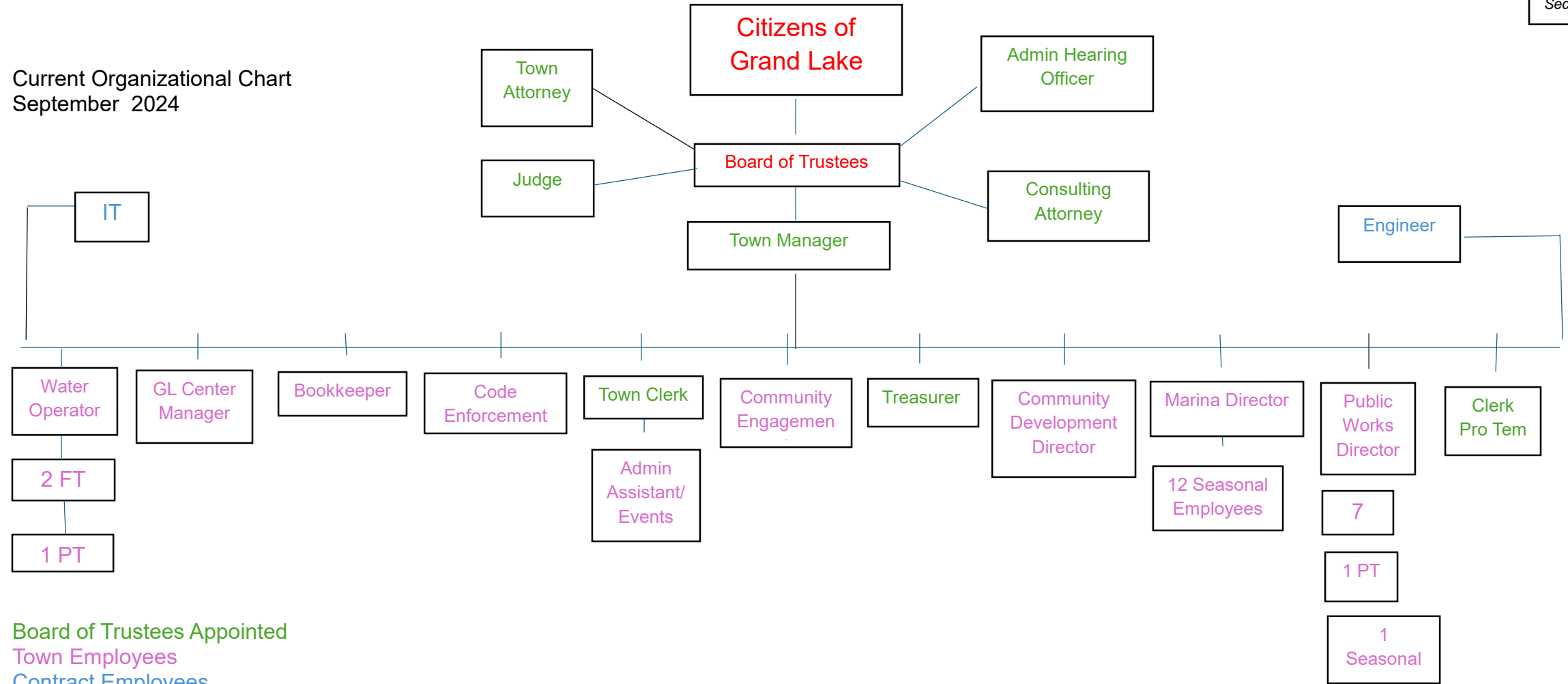
Forest Lakes Metropolitan District Project Cost Sheet

Section 4, Item C.

12. Rehab Existing East Pine Top Water Storage Tank						
DESCRIPTION	QTY	UNITS	UNIT COST			TOTAL COST
			MATERIAL	LABOR	TOTAL	
Mobilization	1	Lump Sum	\$ 10,000	\$ -	\$ 10,000	\$ 10,000
Recoating	1	Lump Sum	\$ 20,000	\$ 30,000	\$ 50,000	\$ 50,000
Site Work / Grading	1	Lump Sum	\$ 5,000	\$ 5,000	\$ 10,000	\$ 10,000
Electrical / Controls	1	Lump Sum	\$ 10,000	\$ 10,000	\$ 20,000	\$ 20,000
Tank Improvements	1	Lump Sum	\$ 10,000	\$ 10,000	\$ 20,000	\$ 20,000
<i>Subtotal</i>						\$ 110,000
Contingency (20%)						\$ 22,000
<i>Subtotal</i>						\$ 132,000
Legal / Design / Admin (15%)						\$ 19,800
TOTAL PROJECT COST ESTIMATE						\$ 151,800

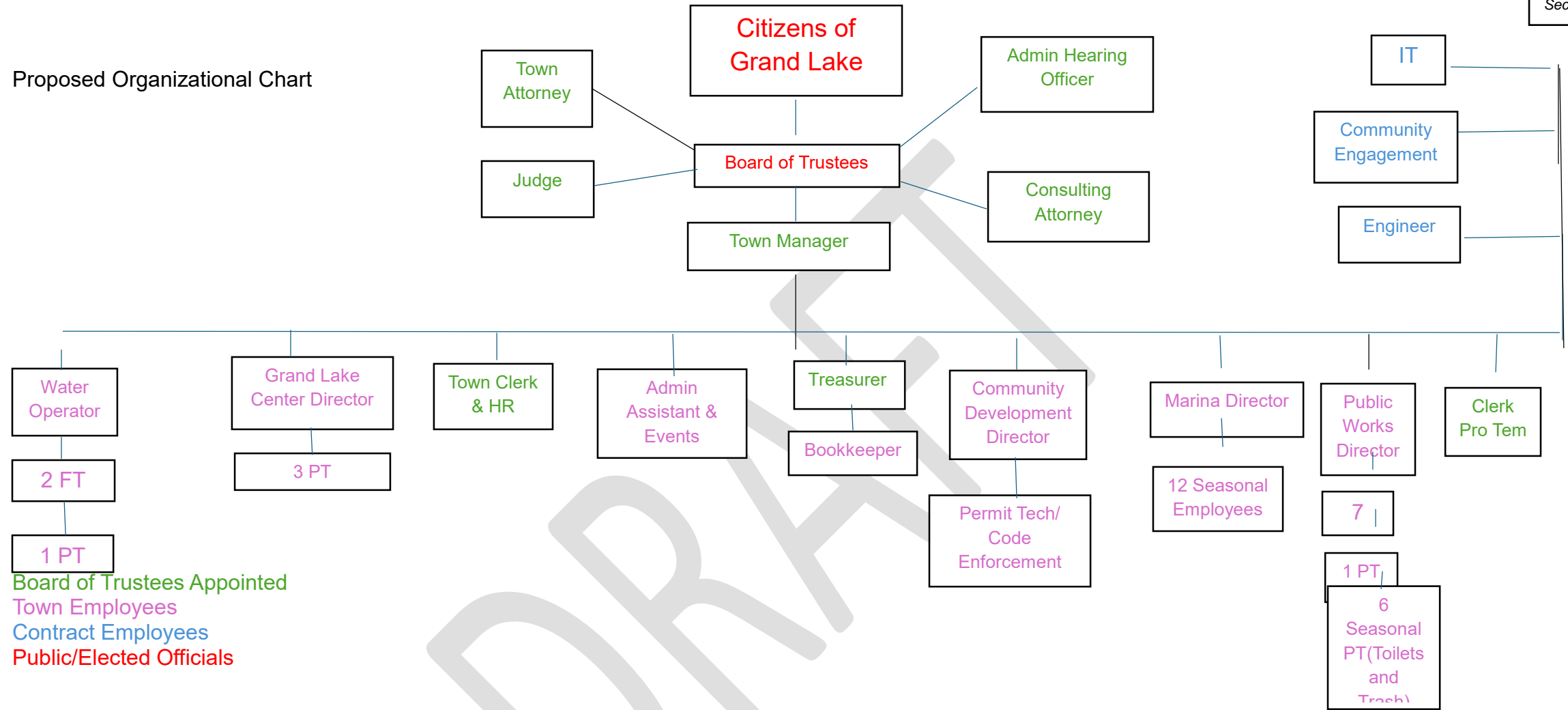
14. Install New 200,000 gallon Water Storage Tank at Existing Timber Tank Site						
DESCRIPTION	QTY	UNITS	UNIT COST			TOTAL COST
			MATERIAL	LABOR	TOTAL	
Mobilization	1	Lump Sum	\$ 10,000	\$ -	\$ 10,000	\$ 10,000
Site Work / Grading	1	Lump Sum	\$ 3,000	\$ 5,000	\$ 8,000	\$ 8,000
Electrical / Controls	1	Lump Sum	\$ 2,000	\$ 2,000	\$ 4,000	\$ 4,000
Yard Piping	1	Lump Sum	\$ 5,000	\$ 5,000	\$ 10,000	\$ 10,000
Tank Foundation	1	Lump Sum	\$ 20,000	\$ 10,000	\$ 30,000	\$ 30,000
Storage Tank Installed Complete	200,000	gallons	\$ 1.50	\$ -	\$ 1.50	\$ 300,000
<i>Subtotal</i>						\$ 362,000
Contingency (20%)						\$ 72,400
<i>Subtotal</i>						\$ 434,400
Legal / Design / Admin (15%)						\$ 65,160
TOTAL PROJECT COST ESTIMATE						\$ 499,560

Current Organizational Chart
September 2024



Board of Trustees Appointed
Town Employees
Contract Employees
Public/Elected Officials

Proposed Organizational Chart



Board of Trustees Appointed
 Town Employees
 Contract Employees
 Public/Elected Officials

- *Add three PT employees to Grand Lake Center sharing with GLFPD through their internship program.
- *Put Administrative Assistant & Events under Town Manager
- *Put Bookkeeper under Treasurer
- *Add Permit Tech/Code Enforcement under Community Development Director
- *Add 6 seasonal PT foreign employees shared with local businesses to perform "toilets and trash" duties
- *Turn Community Engagement into contract position
- *Elevate Grand Lake Center Manager to Director status



MANAGER UPDATE

Meeting Date: 9/9/2024

To: Town of Grand Lake Board of Trustees
From: Guy Patterson, Town Manager

ICMA Conference

A reminder I will be attending the Annual International City/County Managers Association (ICMA) Conference from September 21-25 in Pittsburg, PA. I will not be naming an “interim” manager as I will be available via phone/text/email. I will be out for the September 23rd Board Meeting.

CML District 12 Meeting

A reminder that [registration](#) for the CML District 12 Meeting is now open. This year's meeting is hosted by the Town of Kremmling at the 1881 Tavern on Wednesday, September 25 beginning at 5 p.m. with a social hour followed by a dinner meeting at 6 p.m. As a member you are welcome to participate in any [district meeting](#) that interests you or fits your schedule. [RSVP](#) for the Fall District 12 Meeting. The cost of the dinner is \$20 and payment will need to be sent to the Town of Kremmling. Please RSVP to the Town manager by September 17th.

Manager Performance Evaluation

The contract with the Town Manager stipulates the Town Board of Trustees shall conduct a performance evaluation with the Town Manager annually during the fourth quarter of the year. The evaluation shall be based on the requirements of the Manager's job description and Board direction given over the prior year and to determine goals for the coming year. The Town Board will need to determine when they would like to perform this evaluation.

Additional Information

Management will verbally update the Board if any items of concern/interest arise between the posting of the agenda and the Trustee regular meeting.

Upcoming Issues:

- Work Session with Comcast
- Local emergency services quarterly report
- Grand Foundation grant process
- SB 24-131- Concerning prohibiting carrying a firearm in sensitive spaces
- FY-25 Budget Public Hearing
- Action on proposed administrative reforms



Request for Board Action

Meeting Date: 9/9/2024

Agenda Item No: H	Department: Administration	Presenter: Carrell
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ITEM:

Approval of Consent Agenda for September 9, 2024.

BACKGROUND:

- August 26, 2024, Board of Trustees Minutes
- September 9, 2024, Accounts Payable

STAFF RECOMMENDATION

Approve

SUGGESTED MOTIONS

I make a motion to approve/deny the consent agenda for September 9, 2024.



GRAND LAKE BOARD OF TRUSTEES WORKSHOP AND MEETING MINUTES

Monday, August 26, 2024, 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*

A. Call to Order

The regular meeting of the Board of Trustees was called to order by Mayor Kudron at 6:31 P.M. in the Town Hall Board Room.

B. Pledge of Allegiance

Mayor Kudron led everyone in reciting the Pledge of Allegiance.

C. Announcements

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

D. Roll Call

Mayor Kudron, Trustees Arntson, Causseaux, Miller, and Schoenherr, Town Clerk Carrell, and Town Manager Patterson present.

E. Conflicts of Interest

None.

F. Manager's Report

Snowmobile Meetings

On August 13, Trustee Sobon and I met to review snowmobile issues in town and the area. On a site tour, we identified a particularly tricky section of connection trail on CR 492. The issue is that sometimes the County plows the entire section of road down to ground level removing snowpack needed by snowmobilers to make the road passable to access Federal lands. On August 19, Trustee Sobon and I met with Commissioner Linke to discuss this issue. The result was Commissioner Linke would discuss with County Road and Bridge the importance of plowing this section of county road in a manner that facilitates snowmobiling activities as well as ensures the ability for emergency equipment to pass and residents to get to their home. Snowmobiling is obviously critical to the winter economy of Grand Lake. While an easy answer might have been to simply call county road and bridge, we felt it important to work with county leadership to protect our winter economic viability.

RMNP Superintendent Meeting

On August 14th, administration met with Gary Ingram, the Superintendent of Rocky Mountain National Park. The meeting was to introduce each other. We will be planning more “touch base” meetings in the future as time, necessity and accessibility allow.

Contractor Complaints/Emergency Response

During the week of August 11th, administration received several complaints from a citizen regarding infrastructure work being performed by a neighbor. The root of the complaints was the citizen felt that emergency services could not reach them in case of an emergency. Administration reached out to Dan Mayer, the Grand Lake Fire Protection District Fire Marshal to inform them of the complaints. On his own initiative, he visited the site in question. He informed administration that, indeed, while an ambulance might have been able to make it through, fire apparatus would not have been able to reach the residences in the area. He also informed administration that neither he nor the Fire Chief was aware of the situation on the ground.

The Town of Grand Lake has several rights-of-way that can sometimes be difficult to navigate due to width, steepness, etc. When construction work is performed in, or near, the Town’s right-of-way, it can impede the response of those responsible for the health, safety, and welfare of citizens. To this end, the Fire District and the Town are going to sit together to work out a system by which emergency services are made aware of potential issues. Administration will report back to this Board when these protocols have been established.

Code Enforcement Exit Interview

Mr. Dafoe has announced his retirement from the code enforcement position effective August 21, 2024. This is a difficult position he performed admirably and professionally. Administration met with him for an exit interview and discussed numerous topics. For the time being, the Town Manager will take over duties until a new code enforcement employee can be found.

This leads to another issue in terms of the Town performing adequate enforcement of its codes. Namely, in the opinion of administration, the Town would be prudent to look into standing up a municipal court as detailed in Chapter 5 of the Grand Lake municipal code.

Meeting with Chief St. Germain

On August 15th, Town administration met with Grand Lake Fire District Chief St. Germain. To that point, we had been unable to mesh schedules. It was a productive meeting that will bare fruit in the future. It’s important the District and the Town have open and honest communications in order to both better serve our citizens.

CML District 12 Meeting

Registration for the CML District 12 Meeting is now open. This year's meeting is hosted by the Town of Kremmling at the 1881 Tavern on Wednesday, September 25 beginning at 5 p.m. with a social hour followed by a dinner meeting at 6 p.m. As a member you are welcome to participate in any district meeting that interests you or fits your schedule. RSVP for the Fall District 12 Meeting. The cost of the dinner is \$20 and payment will need to be sent to the Town of Kremmling. Please RSVP to the Town manager by September 17th.

Town Attorney RFP

The Town has received more than one proposal for town attorney services. Proposal submission deadline is August 23 at 4:30pm. The proposals will be reviewed by Town staff for proposal completeness. Proposals will be forwarded to the Board of Trustees for their consideration and to arrange interviews as they see fit. A copy of the RFP is available here: <https://www.townofgrandlake.com/administration/page/request-proposals-town-attorney-services>

Additional Information

Management will verbally update the Board if any items of concern/interest arise between the posting of the agenda and the Trustee regular meeting.

G. Public Comments (Limited to 3 Minutes)

Gerard Healey, 112 Pond View Lane, thanked the Board and the Staff of Grand Lake for the Grand Lake Storm Water Management Plan. Mr. Healey presented the board with a framed picture of the Colorado River Headwaters with a little red dot that shows where Grand Lake Town Hall is located.

Carl Montoya, 138 County Road 471, expressed his frustration regarding the burial of his father not being excavated as scheduled as he doesn’t want it to happen to any other families moving forward.

Alan Walker, 13132 US Hwy 34, thanked those on the Board for their time, commitment and support regarding the many requests that have been made over time. The Board has always been open and willing to consider new approaches for old standing issues. Thanked Town Staff for all their hard work and making a positive difference in this community.

H. Consent Agenda

1. Meeting Minutes August 12, 2024

2. Accounts Payable August 26, 2024

Trustee Arntson made a motion to approve the consent agenda. Trustee Schoenherr seconded the motion. Town Clerk Carrell called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bergquist	Absent
Trustee Arntson	Aye
Trustee Causseaux	Aye
Trustee Miller	Aye
Trustee Schoenherr	Aye
Trustee Sobon	Absent

I. Financial Review

1. June Sales Tax Revenues & July Financials

Presented by Town Treasurer, Wilson.

J. Items of Discussion

1. Consideration of Resolution 52-2024, Adopting the Town of Grand Lake Municipal Lands Master Plan

Presented by Town Manager, Patterson.

Trustee Arntson made a motion to approve Resolution 52-2024, adopting the Town of Grand Lake Municipal Lands Master Plan. Trustee Causseaux seconded the motion. Town Clerk Carrell called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bergquist	Absent
Trustee Arntson	Aye
Trustee Causseaux	Aye
Trustee Miller	Aye
Trustee Schoenherr	Aye
Trustee Sobon	Absent

2. Butler Snow Engagement as Special Counsel for General Financing Advice

Presented by Town Manager, Patterson.

Trustee Causseaux made a motion to approve the August 19th letter for Butler Snow Engagement as special counsel for general financing advice. Trustee Schoenherr seconded the motion. Town Clerk Carrell called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bergquist	Absent
Trustee Arntson	Aye
Trustee Causseaux	Aye
Trustee Miller	Aye
Trustee Schoenherr	Aye
Trustee Sobon	Absent

3. Consideration of Resolution 53-2024, Setting Certain Fees for Shadowcliff Mountain Lodge's Special Event, Shadowcliff Artist Residency Showing

Presented by Town Clerk, Carrell.

Alexander Thompson, 508 Cairns Avenue, present on behalf of Shadowcliff Mountain Lodge.

Trustee Causseaux made a motion to approve Resolution 53-2024, setting certain fees for Shadowcliff Mountain Lodge's Special Event, Shadowcliff Artist Residency Showing. Trustee Schoenherr seconded the motion. Town Clerk Carrell called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bergquist	Absent
Trustee Arntson	Aye
Trustee Causseaux	Aye
Trustee Miller	Aye
Trustee Schoenherr	Aye
Trustee Sobon	Absent

4. Consideration to Authorize the Manager to Send a Letter to Evergreen Excavation to terminate and revoke any offer/contract associated with the Lucy Lane Project

Trustee Arntson made a motion to authorize the manager to send a letter to Evergreen Excavation to terminate and revoke any offer/contract associated with the Lucy Lane project. Trustee Miller seconded the motion. Town Clerk Carrell called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bergquist	Absent
Trustee Arntson	Aye
Trustee Causseaux	Aye
Trustee Miller	Aye
Trustee Schoenherr	Aye
Trustee Sobon	Absent

K. Future Items for Consideration

- Board Retreat
- Comcast

L. Mayor's Report

Mayor Kudron had a chance to spend some time at Shadowcliff, one of the things he came away with was a sense of duty and urgency of how we can bring Shadowcliff into the energy that the town is experiencing, as they want to be a part of it. They sit up on the hill with unique facilities, they host anyone from trail hikers to couples looking for an escape, food is served, fun events and no one knows about it. It's a big part of Grand Lake and encourages everyone to explore what they have to offer.

Mayor Kudron also met with the President of Colorado Snowmobile Association and discussed the Veterans Ride that had over 173 riders participate this last year and the Flight for Life Poker Run. Again, incredible events that have become a part of our town that generates economic revenue in the winter. Mayor Kudron was presented with a poster of the Veteran Riders that will hang up in his store along with information to get more people to participate. We need to do what we can as a community to support these types of events, encouraged our community to take some of these special events under our wing to ensure they do not go away.

August is coming to an end; kids are back at school, and we are headed into the season of harvest. Time to reflect and time to take a little break after a hectic busy summer season.

M. EXECUTIVE SESSION PURSUANT TO C.R.S § 24-6-402(4)(e) FOR THE PURPOSES OF DETERMINING POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS, DEVELOPING STRATEGY FOR NEGOTIATION, ANE/OR INSTRUCTING NEGOTIATORS AND ALSO PURSUANT TO C.R.S. Section 24-6-402(4)(a) TO DISCUSS POSSIBLE ACQUISITION OF REAL OR PERSONAL PROPERTY. THE MATTER TO BE DISCUSSED IS THE ARTSPACE PROJECT, POTENTIAL PROPERTY ACQUISITION, CHAMBER OF COMMERCE CONTRACT, ROCKY MOUNTAIN WOODEN BOAT AND FOLK SCHOOL MOBILE COMMUNITY WORKSHOP LOCATION SITE REVIEW.

Trustee Causseaux made a motion to move into executive session pursuant to C.R.S. 24-6-402(4)(e) for the purposes of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiation, and/or instructing negotiators and also pursuant to C.R.S Section 24-6-402(4)(a) to discuss possible acquisition of real or personal property. The matter to be discussed is the Artspace project, potential property acquisition and Chamber of Commerce contract. Trustee Miller seconded the motion. Town Clerk Carrell called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bergquist	Absent
Trustee Arntson	Aye
Trustee Causseaux	Aye
Trustee Miller	Aye
Trustee Schoenherr	Aye
Trustee Sobon	Absent

Mayor Kudron brought the Board back on the record.

Town Attorney Krob confirmed all items discussed fell within the parameters of the executive session statutes.

N. Adjourn Meeting

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

Mayor Kudron	Aye
Mayor Pro-Tem Bergquist	Absent
Trustee Arntson	Aye
Trustee Causseaux	Aye
Trustee Miller	Aye
Trustee Schoenherr	Aye
Trustee Sobon	Absent

This meeting of the Board of Trustees was adjourned at 9:14 PM.

(Attest)

Alayna Carrell, Town Clerk

Stephan Kudron, Mayor



Request for Board Action

Meeting Date: 9/9/2024

Agenda Item No: H2	Department: Treasurer	Presenter: Wilson
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ITEM:

Consideration to approve Accounts Payable

BACKGROUND:

At every Board meeting, the Town Board of Trustees approves the accounts payable.

FISCAL NOTE

All documents were emailed to Trustees for review on Thursday, September 5, 2024.

STAFF RECOMMENDATION

Approve

SUGGESTED MOTIONS

I make a motion to approve/(deny) the accounts payable for September 9, 2024



Request for Board Action

Meeting Date: 9/9/2024

Agenda Item No: 9A	Department: Administration/Events	Presenter: Carrell
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ITEM:

A NEW SPECIAL EVENT PERMIT APPLICATION & RESOLUTION 55-2024, A RESOLUTION SETTING CERTAIN FEES FOR THE ROCKY MOUNTAIN FOLK SCHOOLS, RAISING THE BARN FUNDRAISER

BACKGROUND:

Rocky Mountain Folk School provides year-round learning experiences of traditional arts and crafts that engage the hands, warm the heart and stimulate the mind, in an inspiring and inclusive mountain lake community.

On October 12, 2024, all are welcome to attend the “Raising the Barn” fundraiser at the Grand Lake Community House, where proceeds will go towards a new workshop building for the Wooden Boat School.

The applicant has requested to waive the \$250.00 new event fee and the \$300.00 Facility Rental Fee as they are non-profit organization.

When reviewing the application, the Board of Trustees is to consider the following:

Municipal Code 11-6-3(C): Special Event Permit Application Review and Approval.

1. Review Considerations. The following factors shall be considered prior to approval of a SEP:

- (a) The predominant use of the primary facility being used; and*
- (b) The proposed event and the event hours; and*
- (c) Neighborhood compatibility; and*
- (d) Effect of the proposed event on the community; and*
- (e) The Town's anticipated cost in staff time and equipment use; and*
- (f) The benefit to non-profit from the event; and*
- (g) The benefit to local businesses from the event; and*
- (h) Duplication of services or sale items; and*
- (i) Nature of the past event issues or similar past event issues.*

FISCAL NOTE

In 2024, the Board of Trustees have waived \$1,840.00 worth of fees for Rocky Mountain Folk School events.

STAFF RECOMMENDATION

N/A

SUGGESTED MOTIONS

I make a motion to approve/(deny) A NEW SPECIAL EVENT PERMIT APPLICATION & RESOLUTION 55-2024: A RESOLUTION SETTING CERTAIN FEES FOR THE ROCKY MOUNTAIN FOLK SCHOOLS, RAISING THE BARN FUNDRAISER

**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
RESOLUTION NO. 55-2024**

**A RESOLUTION SETTING CERTAIN FEES FOR THE ROCKY MOUNTAIN
FOLK SCHOOL USE OF THE COMMUNITY HOUSE ON OCTOBER 12, 2024**

WHEREAS, the Rocky Mountain Folk School has scheduled the use of the Community House October 12, 2024, to hold their Raising the Barn fundraiser; and,

WHEREAS, the fees of \$250.00 are set for a new special event AND the fee of \$300.00 for facility rental fee 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 the special event fee of \$250 and facility rental fees of \$300 for the use of the Community House for the Rocky Mountain Folk Schools, Raising the Barn fundraiser to be held on October 12, 2024.

DULY MOVED, SECONDED, AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE THIS 9th DAY OF September 2024.

Votes Approving:
Votes Opposing:
Votes Abstaining:
Absent:

(SEAL)

ATTEST:

Alayna Carrell, Town Clerk

Stephan Kudron, Town Mayor



Request for Board Action

Meeting Date: 9/9/2024

Agenda Item No: 9B	Department: Administration/Events	Presenter: Carrell
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ITEM:

A SPECIAL EVENT LIQUOR PERMIT APPLICATION & RESOLUTION 54-2024, A RESOLUTION SETTING CERTAIN FEES FOR ROCKY MOUNTAIN FOLK SCHOOL'S SPECIAL EVENT, "RAISING THE BARN"

BACKGROUND:

On October 12, 2024, all are invited to the Grand Lake Community House for the Rocky Mountain Folk School's special event, "Raising the Barn". Rocky Mountain Folk School provides year-round learning experiences of traditional arts and crafts that engage the hands, warm the heart and stimulate the mind, in an inspiring and inclusive mountain lake community.

The request is to waive the \$100.00 special event liquor permit fee as they are non-profit organization.

When reviewing the application, the Board of Trustees is to consider the following for approval:

- 44-5-102. Qualifications for permit. (1) A special event permit issued under this article 5 may be issued to:**
- (a) An organization, whether or not presently licensed under articles 3 and 4 of this title 44, that:*
 - (I) Has been incorporated under the laws of this state for purposes of a social, fraternal, patriotic, political, educational, or athletic nature, and not for pecuniary gain;*
 - (II) Is a regularly chartered branch, lodge, or chapter of a national organization or society organized for the purposes specified in subsection (1)(a)(I) of this section and is nonprofit in nature;*
 - (III) Is a regularly established religious or philanthropic institution; or*
 - (IV) Is a state institution of higher education;*
 - (b) A political candidate who has filed the necessary reports and statements with the secretary of state pursuant to article 45 of title 1; or*
 - (c) Any municipality, county, or special district.*
- (2) Repealed.**
- (3) Notwithstanding any law to the contrary, and subject to this article 5, the state or local licensing authority may issue a special event permit to a state agency, the Colorado wine industry development board, created in section 35-29.5-103, or an instrumentality of a municipality or county that promotes:**
- (a) Alcohol beverages manufactured in the state; or*
 - (b) Tourism in an area of the state where alcohol beverages are manufactured.*

When reviewing the application, the Board of Trustees can deny the application for the following:

- 44-5-106. Grounds for denial of special permit.**
- (1) The state or local licensing authority may deny the issuance of a special event permit upon the grounds that the issuance would be injurious to the public welfare because of the nature of the special event, its location within the community, or the failure of the applicant in a past special event to conduct the event in compliance with applicable laws.**
 - (2) Public notice of the proposed permit and of the procedure for protesting issuance of the permit shall be conspicuously posted at the proposed location for at least ten days before approval of the permit by the local licensing authority.**

FISCAL NOTE

To date we have not waived any special event liquor permit fees for the Rocky Mountain Folk School.

SUGGESTED MOTIONS

I make a motion to approve/(deny) THE SPECIAL EVENT LIQUOR PERMIT APPLICATION & RESOLUTION 54-2024, A RESOLUTION SETTING CERTAIN FEES FOR ROCKY MOUNTAIN FOLK SCHOOL'S SPECIAL EVENT, "RAISING THE BARN"

RECEIVED

Section 9, Item B.

DR 8439 (08/12/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

AUG 23 2024

Departmental Use Only

Application for a Special Events Permit

Liquor Permit Number (Do Not Fill Out)

[Empty box for Liquor Permit Number]

[Empty box for Departmental Use Only]

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

LIAB Type of Special Event Applicant is Applying for:

- 2110 Malt, Vinous And Spirituous Liquor \$25.00 Per Day
- 2170 Fermented Malt Beverage \$10.00 Per Day

Name of Applicant Organization or Political Candidate State Sales Tax Number (Required)

Rocky Mountain Folk School

[Empty box for State Sales Tax Number]

Mailing Address of Organization or Political Candidate

[Empty box for Mailing Address]

City

[Empty box for City]

State ZIP Code

[Empty boxes for State and ZIP Code]

Address of Place to Have Special Event

GL Community House 1026 Grand Ave

City

Grand Lake

State ZIP Code

CO 80447

Authorized Representative of Qualifying Organization or Political Candidate

Alan Walker

Date of Birth (MM/DD/YY)

[Empty box for Date of Birth]

Phone Number

[Empty box for Phone Number]

Authorized Representative's Mailing Address (if different than address provided in Question 2.)

[Empty box for Mailing Address]

City

[Empty box for City]

State ZIP Code

[Empty boxes for State and ZIP Code]

Event Manager

Alan Walker

Date of Birth (MM/DD/YY)

Phone Number

Event Manager Home Address

City

State

ZIP Code

Email Address of Event Manager

1. Is the place to have the Special Event located on State-owned property?

Yes No

2. Has Applicant Organization or Political Candidate been issued a Special Event Permit this Calendar Year?

No Yes, How many days?

2

3. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?

No Yes, License Number

4. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed?

Yes No

5. For Chambers of Commerce - Each member who holds a retail establishment permit attests they are not exercising the privileges of the retail establishment permit for the duration of the SEP days.

Yes No

6. For Chambers of Commerce - Please list all members participating in the SEP.

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

Date		Date	
	OCT 12, 2024		
From:	To:	From:	To:
4 PM	8 PM		

Date		Date	
From:	To:	From:	To:

Date		Date	
From:	To:	From:	To:

Date		Date	
From:	To:	From:	To:

Date		Date	
From:	To:	From:	To:

Date		Date	
From:	To:	From:	To:

Date		Date	
From:	To:	From:	To:

Date		Date	
From:	To:	From:	To:

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.

Title

Board President - Rocky Mountain Folk School

Signature

Railway

Date (MM/DD/YY)

08/25/24

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)

City County

Telephone Number of City/County Clerk

Title

Signature

Date (MM/DD/YY)

Do Not Write in this Space - For Department of Revenue Use Only

Liability Information

License Account Number

Liability Date

State

Total

-750 (999)

\$

.00



Request for Board Action

Meeting Date: 9/9/2024

Agenda Item No: 9C	Department: Administration	Presenter: Patterson
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ITEM:

Approval of Holiday Lighting for 2024

BACKGROUND:

The Town has used PR Painting to handle the installation of holiday lighting for the Town. The current proposal, in line with prior years, is included (Estimate 2629).

This year, there's a proposal to expand the installation to include several other town locations, private businesses, etc (Estimate 2676).

Each estimate is itemized. The Board can pick and choose what it would like to select, and PR Painting will bill accordingly.

This discussion will also serve as guidance to staff if the Board would like to expand the holiday lighting program for the FY-25 budget.

FISCAL IMPACT

Currently, estimate 2629 is for \$37,000. This is currently budgeted out of public works GL 10-431-400 for \$39,000. Estimate 2676 would be above and beyond the current budgeted amount for an additional \$56,250. This has not been budgeted and essentially would be spent out of the current GL line recognizing it would overspend the line. Fully funded, the total amount would be \$93,250.

STAFF RECOMMENDATION

N/A

SUGGESTED MOTIONS

*I make a motion to approve/deny **a Holiday Lighting for 2024 to include (insert individual items as necessary) for a total not to exceed \$_____.***



Prepared For

Town of Grand Lake
2023 Lights

PR Painting

Estimate # 2629

2491 Quitman St.
Denver, CO 80212
Phone: (720) 261-4207
Email: pat@prpaintingdenver.com
Web: prpaintingdenver.com

Date 04/29/2024

Description	Rate	Quantity	Total
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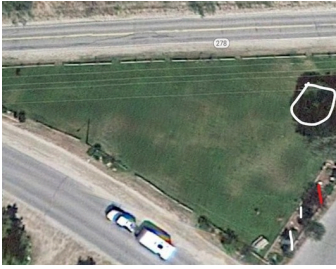
Town Square Park	\$19,500.00	1	\$19,500.00
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- TREES-
- The "twins". Multi color(use existing lights, Labor only)
 - 10 deciduous trees. Warm white Mini LED
 - 10 coniferous trees. Multicolor or white and red C9 LED

- BUILDINGS-
- C7 Warm White LED
 - Gazebo. Warm white(include inside of gazebo mini LED)
 - Heckert pavilion. warm white and red(include inside of pavilion)
 - Elephant cage x2. Warm white
 - Include Grand Lake Town Hall(one-side only. South side)
 - Exclude Library

Veteran Memorial Park	\$3,000.00	1	\$3,000.00
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- TREES
- Approx 10 total trees
 - combo of mini LED and C9.
 - Include one large trunk wrap



The Beach	\$5,750.00	1	\$5,750.00
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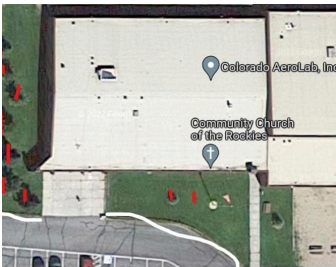
- TREES--
 --USE EXISTING GRAND LAKE LIGHTS
 --large tree near western Riviera
 --6 medium trees on beach
 --2 Large trees on beach

- BUILDINGS--
 --Pavilion and Bathroom near beach--
 --Handrail near Pier



Grand Lake Center	\$3,000.00	1	\$3,000.00
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- USE EXISTING GRAND LAKE LIGHTS
 9 trees(C9)
 Large handrail(mini LED)



Chamber of Commerce	\$1,750.00	1	\$1,750.00
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- 5 trees(existing lights)--
 install and removal. or semi permanent maintenance
-

Library	\$1,500.00	1	
---------	------------	---	--

Entire building--C7 LED Warm White
install and removal. or semi permanent maintenance

Marina	\$1,250.00	1	\$1,250.00
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Entire building-C7 LED Warm White
install and removal. or semi permanent maintenance

Shop supply	\$500.00	1	\$500.00
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Clips, plugs, conduit ,glue, tape etc.
Plastic crates

Job Notes	\$0.00	1	\$0.00
-----------	--------	---	--------

All prices include installation and removal of all lights and supplies. Also included is a 3- year warranty that system will function during operating season. 90 days generally. 3-year material warranty on all lights and supplies. Storage of lights not included. Lights will be boxed, labeled and clean. I am selling the lights at no mark-up. These are your lights. They will last for several years with care. They will be labeled and stored at your property.

“Act of God”—We warranty lights to the extent that is in our control. We do not warranty lights due to extreme weather, animals or vandalism. We charge a small wage to fix such issues. Dawn dusk timers will be installed. Prices based on linear footage. All footages are estimated. Actual charges calculated upon installation

Any alteration or derivation from above specifications will become an extra charge.

All agreements contingent upon accidents or delays beyond our control.

25% Due upfront
50% Payment due upon installation
25% Due upon Removal

Tree Growth	\$750.00	1	\$750.00
-------------	----------	---	----------

A few libra trees grew considerably this year. And there was a new pine tree in Town Square, Park.

Subtotal			\$37,000.00
Total			\$37,000.00

By signing this document, the customer agrees to the services and conditions outlined in this document.

Section 9, Item C.

All changes are an additional charge.

50% deposit required upfront. Remaining balance due upon completion.

Patrick Rhea

Town of Grand Lake



Prepared For

Town of Grand Lake
2024 Lights--Add-ons

PR Painting

2491 Quitman St.
Denver, CO 80212
Phone: (720) 261-4207
Email: pat@prpaintingdenver.com
Web: prpaintingdenver.com

Estimate # 2676
Date 10/23/2022

Description	Rate	Quantity	Total
The Beach Replace existing lights to matching warm white LED	\$2,000.00	1	\$2,000.00
Lakefront Park and Stover Memorial Full package. All trees matching white LED Finish rest of beach. Include trees in parking lot and Gene Stover Memorial upwards of 20 total trees	\$20,000.00	1	\$20,000.00
Kauffman house Tree or simple roofline Take care not to staple into old roof etc Confirm before any install	\$500.00	1	\$500.00
Yacht Club Roofline. 2 sides Permanent install Handrail \$500	\$1,250.00	1	\$1,250.00
Veteran Memorial Park and Chamber "Burning bush" style aspen trees More lights essentially. Could be year round	\$5,000.00	1	\$5,000.00



Town Square Park	\$15,000.00	1	\$15,000.00
Large tree in between library and chamber			



Private Business'	\$12,000.00	1	\$12,000.00
Approx \$500			
Permanent install			
Include timer			
Simple roofline			
All of grand ave businesses for approx \$12k			

Shop supply	\$500.00	1	\$500.00
Clips, plugs, conduit ,glue, tape etc.			
Plastic crates			

Job Notes	\$0.00	1	\$0.00
-----------	--------	---	--------

All prices include installation and removal of all lights and supplies. Also included is a 3- year warranty that system will function during operating season. 90 days generally. 3-year material warranty on all lights and supplies. Storage of lights not included. Lights will be boxed, labeled and clean. I am selling the lights at no mark-up. These are your lights. They will last for several years with care. They will be labeled and stored at your property.

“Act of God”—We warranty lights to the extent that is in our control. We do not warranty lights due to extreme weather, animals or vandalism. We charge a small wage to fix such issues. Dawn dusk timers will be installed. Prices based on linear footage. All footages are estimated. Actual charges calculated upon installation

Any alteration or derivation from above specifications will become an extra charge.

All agreements contingent upon accidents or delays beyond our control.

25% Due upfront
50% Payment due upon installation
25% Due upon Removal

Section 9, Item C.

Permanent Installation--If some trees are to be left for year-round lighting, that's fine! Probably white trees. Maybe on lake Ave and town square park. Every few years it is recommended to replace the lights so the tree can grow properly. One-year warranty on permanent install

Subtotal	\$56,250.00
Total	\$56,250.00

By signing this document, the customer agrees to the services and conditions outlined in this document.

Section 9, Item C.

All changes are an additional charge.

50% deposit required upfront. Remaining balance due upon completion.

Patrick Rhea

Town of Grand Lake



Request for Board Action

Meeting Date: 9/9/2024

Agenda Item No: 9D	Department: Public Works	Presenter: Reed-Tolonen
-----------------------	-----------------------------	----------------------------

ITEM:

Accepting Paving bid for the completion of Town paving projects.

BACKGROUND:

The Town issued an RFP on August 9th, 2024, for the Town of Grand Lake Paving 2024 (PW24-01). 24 Companies downloaded the packet, and we received 3 Bids from qualified contractors, Acord Asphalt, New West Paving, United Companies. The RFP was published with 2 sites described below.

There will be 2 total sites within the Town of Grand Lake which require 2 separate individual lump sum prices to be submitted. All sites to be completed by October 15st, 2024

- The first site will be from the intersection of Center Dr and W Portal Rd (W Portal Frontage Rd AKA Street 5) west 750' past Little Columbine Cr. Full depth reclamation, fine grade and resurfacing with 4" of new asphalt SC 75 PG (58-28) Map are under documents
- The second site will be at town boat ramp at the east end of Grand Lake. This will be a 7000 SF emergency repair. Full depth reclamation, fine grade and resurfacing with 3" of new asphalt SC 75 PG (58-28) Map under documents. With proper erosion control to protect lake front during construction.

Bids in order of price.

1. Acord Asphalt \$116,050.00 No guarantee of work completion in 2024
2. New West Paving \$170,991.00
3. United Company's \$204,675.00

All individual and lump sum bids included in following pages.

We have a couple capital budget line items that we will not be able to totally utilize this year including Capital Board Walks, Capital Maintenance, and Drainage. I propose using these funds to get this work complete.

FISCAL NOTE

Capital Paving	\$47,990.35 (90-931-200)
Paving	\$46,200.00 (10-931-921)
Drainage	\$10,000.00 (10-931-922) since we are changing little columbine creek culvert
Capital Maintenance	\$30,000.00 (90-931-204) Drainage and Capital Maintenance have \$50,000.00
Capital Board Walk	\$36,800.65 (90-931-201) Has \$91,600.00
Total Available	\$170,991.00

STAFF RECOMMENDATION

Due to their ability to accomplish the projects this construction season, staff recommends New West Paving.

SUGGESTED MOTIONS

*I make a motion to approve/(deny) **accepting the (company name) bid for the completion of both projects.***



**P.O. Box 665
Granby, CO 80446**

Office: 970-887-0363

Estimate

Date	Estimate #
8/27/2024	1729

Name / Address
Town of Grand Lake P.O. Box 99 Grand Lake, Colorado 80447

We will never ask for any bank or wire transfers.
CALL US if any questions and call to confirm

Project

Description	Qty	Rate	Total
Asphalt paving from the Intersection of Center Dr. and W. Portal Road (W Portal Frontage RD AKA Street 5). Season of 2025 Full Depth reclamation 750' X 21' mill in place and regrade, resurface with 4" of asphalt (SX) (PG 5-28). Due to the high volume of projects already scheduled there is no guarantee that the work proposed on this proposal will be performed and completed in the 2024 construction season. All quantities will be field verified and invoiced accordingly. Due to the oil and fuel volatility these price could change prior and during the paving season. This estimate is valid through September 30th, 2025.	1	81,940.00	81,940.00
Thanks again for your business Pat and Cathy Acord		Total	\$81,940.00



P.O. Box 665
Granby, CO 80446

Office: 970-887-0363

Section 9, Item D.

Estimate

Date	Estimate #
8/27/2024	1730

Name / Address
Town of Grand Lake P.O. Box 99 Grand Lake, Colorado 80447

We will never ask for any bank or wire transfers.
CALL US if any questions and call to confirm

Project

Description	Qty	Rate	Total
<p>Asphalt paving at town boat ramp at east end of Grand Lake. Season of 2025.</p> <p>Full Depth reclamation 7000 sq.ft. mill in place and regrade, resurface with 3" of asphalt (SX) (PG 5-28) with erosion control to protect lake.</p> <p>Due to the high volume of projects already scheduled there is no guarantee that the work proposed on this proposal will be performed and completed in the 2024 construction season. All quantities will be field verified and invoiced accordingly. Due to the oil and fuel volatility these price could change prior and during the paving season. This estimate is valid through September 30th, 2025.</p>	1	34,110.00	34,110.00
Thanks again for your business Pat and Cathy Acord		Total	\$34,110.00



**P.O. Box 665
Granby, CO 80446**

Office: 970-887-0363

Section 9, Item D.

Estimate

Date	Estimate #
8/29/2024	1732

Name / Address
Town of Grand Lake P.O. Box 99 Grand Lake, Colorado 80447

We will never ask for any bank or wire transfers.
CALL US if any questions and call to confirm

Project

Description	Qty	Rate	Total
<p>Asphalt paving at town boat ramp at east end of Grand Lake. Season of 2025.</p> <p>Full Depth reclamation 7000 sq.ft. mill in place and regrade, resurface with 3" of asphalt (SX) (PG 5-28) with erosion control to protect lake.</p> <p>Due to the high volume of projects already scheduled there is no guarantee that the work proposed on this proposal will be performed and completed in the 2024 construction season. All quantities will be field verified and invoiced accordingly. Due to the oil and fuel volatility these price could change prior and during the paving season. This estimate is valid through September 30th, 2025.</p>	1	34,110.00	34,110.00
<p>Asphalt paving from the Intersection of Center Dr. and W. Portal Road (W Portal Frontage RD AKA Street 5). Season of 2025</p> <p>Full Depth reclamation 750' X 21' mill in place and regrade, resurface with 4" of asphalt (SX) (PG 5-28).</p> <p>Due to the high volume of projects already scheduled there is no guarantee that the work proposed on this proposal will be performed and completed in the 2024 construction season. All quantities will be field verified and invoiced accordingly. Due to the oil and fuel volatility these price could change prior and during the paving season. This estimate is valid through September 30th, 2025.</p>	1	81,940.00	81,940.00
Thanks again for your business Pat and Cathy Acord		Total	\$116,050.00



New West Paving, Inc.
7100 N. Broadway, Suite 2PPH
Denver, CO 80221

QUOTE

To: Town of Grand Lake
Address: P.O. Box 99
Grand Lake, CO 80447
Attn: Matt Reed-Tolonen
Phone: (970) 531-9594
Email: mreed-tolonen@toglco.com

Job Name: Town of Grand Lake 2024
Job Location: Boat Ramp & Street 5
From: Dan Mikkelson
Phone: (303) 356-2027
Email: dan@newwestpaving.com
Date: 8/28/2024

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
1	Mobilization, Full depthreclamation, fine grade and resurfacing with 4" of new asphalt SC 75 PG (58-28) of Street 5, Full depth reclamation, fine grade and resurfacing with 3" of new asphalt SC 75 PG (58-28) of Boat Ramp, Traffic Control, Payment & Performance Bond.	1	LS	\$ 170,991.00	\$ 170,991.00
				Total Street 5:	\$ 170,991.00

PRICES FOR THIS JOB ARE GOOD THROUGH: 9/27/2024

Comment: Due to the instability of Asphalt Cement (AC) availability and pricing, suppliers are no longer providing project pricing. AC will be priced to the industry monthly, with no carry over pricing month to month. Firm pricing can be provided beginning of each month for work to be completed during that month.

Exclusions: Testing of any kind, Bonding, Permits, Surveying, Traffic Control, Milling, Davis Bacon Wages, Drainage of less than 1%, Saw Cutting, Striping, Signage, Engineering, Herbicide

- Notes:**
- Final billing will be for field measured quantities installed.
 - Over-excavation and stabilization of soft subgrade will be completed on an hourly basis at the direction of the owner's representative.
 - This proposal is to become an exhibit to the contract, if applicable.
 - Directing New West Paving to place asphalt pavement on subgrade or base course containing frost will waive any warranty or cost of repairs.
 - Above pricing does not include modified asphalt binders.
 - Invoice amounts are to be paid in full within thirty days of invoice date
 - Subgrade must be received at +/- 0.10 foot prior to mobilization.

Quoted By: Dan Mikkelson

Accepted By: _____

Daniel Mikkelson

Digitally signed by Daniel Mikkelson
DN: cn=New West Paving, Inc., CN=Daniel Mikkelson, E=dan@newwestpaving.com
Reason: I am approving this document with my legally binding signature
Location:
Date: 2024.08.28 07:28:33-0700
Fork PDF Editor Version: 12.0.1

Name / Title: _____

Name / Title: _____

Date: _____

8/28/2024

Date: _____



New West Paving, Inc.
7100 N. Broadway, Suite 2PPH
Denver, CO 80221

QUOTE

To: **Town of Grand Lake**
Address: **P.O. Box 99**
Grand Lake, CO 80447
Attn: **Matt Reed-Tolonen**
Phone: **(970) 531-9594**
Email: **mreed-tolonen@toglco.com**

Job Name: **Town of Grand Lake 2024**
Job Location: **Street 5**
From: **Dan Mikkelson**
Phone: **(303) 356-2027**
Email: **dan@newwestpaving.com**
Date: **8/28/2024**

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
1	Mobilization, Full depthreclamation, fine grade and resurfacing with 4" of new asphalt SC 75 PG (58-28) of Street 5, Traffic Control, Payment & Performance Bond.	1	LS	\$ 110,895.00	\$ 110,895.00
Total Street 5:					\$ 110,895.00

PRICES FOR THIS JOB ARE GOOD THROUGH: 9/27/2024

Comment: Due to the instability of Asphalt Cement (AC) availability and pricing, suppliers are no longer providing project pricing. AC will be priced to the industry monthly, with no carry over pricing month to month. Firm pricing can be provided beginning of each month for work to be completed during that month.

Exclusions: Testing of any kind, Bonding, Permits, Surveying, Traffic Control, Milling, Davis Bacon Wages, Drainage of less than 1%, Saw Cutting, Striping, Signage, Engineering, Herbicide

- Notes:**
- Final billing will be for field measured quantities installed.
 - Over-excavation and stabilization of soft subgrade will be completed on an hourly basis at the direction of the owner's representative.
 - This proposal is to become an exhibit to the contract, if applicable.
 - Directing New West Paving to place asphalt pavement on subgrade or base course containing frost will waive any warranty or cost of repairs.
 - Above pricing does not include modified asphalt binders.
 - Invoice amounts are to be paid in full within thirty days of invoice date
 - Subgrade must be received at +/- 0.10 foot prior to mobilization.

Quoted By: Dan Mikkelson

Accepted By: _____

Name / Title: _____

Daniel Mikkelson

Digitally signed by Daniel Mikkelson
DN: cn=Daniel Mikkelson, o=New West Paving, Inc., email=dm@dnewwestpaving.com
Reason: I am approving this document with my legally binding signature
Location:
Date: 2024.08.28 07:30:41-0600'
Faxit PDF Editor Version: 12.5.1

Name / Title: _____

Date: _____

8/28/2024

Date: _____



New West Paving, Inc.
7100 N. Broadway, Suite 2PPH
Denver, CO 80221

QUOTE

To: **Town of Grand Lake**
Address: **P.O. Box 99**
Grand Lake, CO 80447
Attn: **Matt Reed-Tolonen**
Phone: **(970) 531-9594**
Email: **mreed-tolonen@toglco.com**

Job Name: **Town of Grand Lake 2024**
Job Location: **Boat Ramp**
From: **Dan Mikkelson**
Phone: **(303) 356-2027**
Email: **dan@newwestpaving.com**
Date: **8/28/2024**

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
1	Mobilization, Full depth reclamation, fine grade and resurfacing with 3" of new asphalt SC 75 PG (58-28) of Boat Ramp, Traffic Control, Payment & Performance Bond.	1	LS	\$ 60,096.00	\$ 60,096.00
Total Street 5:					\$ 60,096.00

PRICES FOR THIS JOB ARE GOOD THROUGH: 9/27/2024

Comment: Due to the instability of Asphalt Cement (AC) availability and pricing, suppliers are no longer providing project pricing. AC will be priced to the industry monthly, with no carry over pricing month to month. Firm pricing can be provided beginning of each month for work to be completed during that month.

Exclusions: Testing of any kind, Bonding, Permits, Surveying, Traffic Control, Milling, Davis Bacon Wages, Drainage of less than 1%, Saw Cutting, Striping, Signage, Engineering, Herbicide

- Notes:**
- Final billing will be for field measured quantities installed.
 - Over-excavation and stabilization of soft subgrade will be completed on an hourly basis at the direction of the owner's representative.
 - This proposal is to become an exhibit to the contract, if applicable.
 - Directing New West Paving to place asphalt pavement on subgrade or base course containing frost will waive any warranty or cost of repairs.
 - Above pricing does not include modified asphalt binders.
 - Invoice amounts are to be paid in full within thirty days of invoice date
 - Subgrade must be received at +/- 0.10 foot prior to mobilization.

Quoted By: Dan Mikkelson

Accepted By: _____

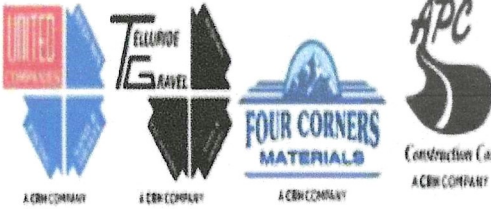
Name / Title: Daniel Mikkelson

Name / Title: _____

Date: 8/28/2024

Date: _____

Digitally signed by Daniel Mikkelson
DN: cn=New West Paving, Inc., c=US, email=dan@newwestpaving.com
Reason: I am approving this document with my legally binding signature
Date: 2024.08.28 07:27:58-0500
Foxit PDF Editor Version: 12.0.1



2273 River Road
Grand Junction, CO 81505
(970) 243-4900

210 Road 390
Farmington, NM 87401
(505) 324-3900

839 MacKenzie Ave.
Cañon City, CO 81212
(719) 275-3264

To: Town Of Grand Lake	Contact: Kim White
Address: 1026 Park Avenue Grand Lake, CO 80447	Phone: 970-627-3435
Project Name: 2024 Grand Lake Asphalt Repair	Bid Number: 23223
Project Location: W. Portal Frontage Rd, Grand Lake, CO	Bid Date: 8/30/2024

We are pleased to propose the following:

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1. W. Portal					
1	Traffic Control - W. Portal	1.00	LS	\$23,500.00	\$23,500.00
2	In Place Full Depth Reclamation - W Portal Frontage Rd.	1,835.00	SY	\$17.00	\$31,195.00
3	4" HMA - W Portal Frontage Rd SX 75 PG 58-28	428.00	TON	\$230.00	\$98,440.00
Total Price for above 1. W. Portal Items:					\$153,135.00
2. Boat Ramp					
4	In Place Full Depth Reclamation - Town Boat Ramp	780.00	SY	\$19.00	\$14,820.00
5	3" HMA - Boat Ramp SX 75 PG 58-28	136.00	TON	\$245.00	\$33,320.00
6	Erosion Control - Town Boat Ramp Approx. 300 LF Of Erosion Control Between Work Site And Lake.	1.00	LS	\$3,400.00	\$3,400.00
Total Price for above 2. Boat Ramp Items:					\$51,540.00
Total Bid Price:					\$204,675.00

Notes:

- If you have any questions regarding this proposal, please contact Zach Madson at 970-531-6445. Thank you.
- United Companies assumes that the customer has obtained clearance from the governing agency to proceed with the work.
- This proposal is to become part of the contract documents.
- Due to the high volume of projects already scheduled there is no guarantee that the work proposed on this proposal will be performed and completed in the 2024 construction season.
- United Companies will be responsible for disincentives on roadway smoothness, in-place densities and asphalt content, if applicable. General Contractor will pass on without deductions any incentives for the same items.
- The owner agrees to hold United Companies harmless for any increase in drainage flows either onsite or offsite the owner's property, resulting from the installation of any hard surfacing.
- A minimum of 2% grade is required for all pavement. If the design specifies less than a 2% minimum grade, or the physical character of the site does not allow for a 2% minimum grade, then there is no warranty or guarantee for that pavement.
- United Companies will not be responsible for damage to new or existing concrete we are forced to cross or work adjacent to during our asphalt paving operations. United Companies will make every effort to protect the concrete but ultimately it is the responsibility of the Owner and/or General Contractor to protect the concrete as needed.
- All erosion control & stormwater management BMP measures do not include maintenance or dismantling.
- This proposal is based on "spec" weather paving and conditions. Paving after the onset of cold weather may require the owner to sign a waiver of warranty.
- Base course work performed by others to be left at paving tolerances (+/- 0.02').
- This proposal is based on RFP from Town of Grand Lake.
- Unless the words "Lump Sum" appear next to an item of work, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices for actual quantities of work performed by United Companies
- The OMG Subcontract clearly states that the contract is based upon unit prices, with the total price based upon actual quantities, unless the price is clearly designated as "lump sum".

Request for Proposal



Town of Grand Lake

Paving 2024
Grand Lake, Colorado 80447

Responses Due: August 30th, 2024, by 4 p.m.

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Project Purpose and General Background.....4
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Invitation To Propose

Electronic Proposals will be received by the Town of Grand Lake (the “Town”) through the Rocky Mountain E-Purchasing System (“RMEPS”), until **4:00 p.m.**, local time (MST), **August 30th, 2024**, for the **Town of Grand Lake Asphalt Repair Projects**. Proposals will be time-stamped by RMEPS upon receipt.

Proposal Submittals: All bids and questions must be submitted electronically using the portal at <https://www.bidnetdirect.com/townofgrandlake>

The required Proposal documents must be received in the RMEPS submission portal on or before the Proposal due date and time. **Hardcopy submittals will not be accepted.** It is the Bidder’s sole responsibility to ensure all required Proposal documents are submitted through RMEPS by the submission deadline. RMEPS does not allow for uploading Proposal documents after the Proposal due date and time has closed.

Proposals will be time-stamped by RMEPS upon receipt. After uploading proposal documents, **Bidders must click the SUBMIT button.** The Town will not accept uploads that are “saved” but not “submitted”. To verify that a Proposal has been submitted successfully, Bidders may contact BidNet Support or verify, via the Bid Management tab in Bidder’s account, that the documents are not in “Draft” status. The Town does not have access to or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline at **800-835-4603**.

All questions related to this bid should be submitted through the RMEPS website by **5:00 pm** local time, on **August 21st, 2024**. All answers to questions received will be listed in a formal addendum (if needed), by **August 27th, 2024**.

The Town assumes no responsibility for payment of any expenses incurred by any respondent to this Invitation to Bid. The Town of Grand Lake is an Equal Opportunity Employer.

Dated this 8th day of August 2024. TOWN OF GRAND LAKE, COLORADO

Project Purpose and General Background

Purpose

The Town of Grand Lake Public Works is soliciting competitive bids from qualified and interested companies for Asphalt Repair Projects in, Grand Lake, Colorado, All dimensions and scope of work should be verified by Contractors prior to submission of bids. All work to be completed by the October 15st 2024.

All questions related to this bid should be submitted through the RMEPS website by **5:00 pm** local time, on **August 21st, 2024**. All answers to questions received will be listed in a formal addendum (if needed), by **August 27th, 2024**. <https://www.bidnetdirect.com/townofgrandlake>

Scope of Work

Site and Project Descriptions

There will be 2 total sites within the Town of Grand Lake which require 2 separate individual lump sum prices to be submitted. All sites to be completed by October 15st, 2024

- The first site will be from the intersection of Center Dr and W Portal Rd (W Portal Frontage Rd AKA Street 5) west 750' past Little Columbine Cr. Full depth reclamation, fine grade and resurfacing with 4" of new asphalt SC 75 PG (58-28) Map are under documents
- The second site will be at town boat ramp at the east end of Grand Lake. This will be a 7000 SF emergency repair. Full depth reclamation, fine grade and resurfacing with 3" of new asphalt SC 75 PG (58-28) Map under documents. With proper erosion control to protect lake front during construction.

Codes and Code Compliance

Bidder is required to comply with Town of Grand Lake municipal codes set by the Town and Board of Trustees. Code review and compliance is subject to Town procedures and protocols.

Submittal and Evaluation Criteria

All submitted Bids shall be signed by the Bidder and must include:

- Bidder’s contact name
- Business name
- Address and telephone number.
- Authorized signature and date
- Project Understanding and Approach
 1. Understanding of the project
 2. Ability to perform all aspects of the project.
 3. Ability to meet schedules within budget.
- Similar Experience
 1. List of clients (2-5) for whom similar work has been done. Include contact name and phone number.
 2. Relevant recent experience in comparable projects
- Qualifications
 3. Company resources
- Fees
The proposal shall include a fee proposal with the following information in a **separate file**:
 1. Total cost for both projects in lump sum
 2. Lump sum for each project
 3. An hourly rate fee schedule.

All Bids must be submitted electronically using the portal at <https://www.bidnetdirect.com/townofgrandlake> .

Please Note: Addenda may be issued and will be posted online at <https://www.bidnetdirect.com/townofgrandlake>. Bidders shall ensure all addenda issued are acknowledged and responses thereto submitted along with the required Bid Documents. Failure to submit such responses may result in disqualification of the respective Bid.

The RMPES website offers both “free” and “paying” registration options that allow for full access of the Town’s documents and for electronic submission. (Note: “free” registration may take up to 24 hours to process. Please plan accordingly.)

The Town does not guarantee accurate information obtained from sources other than RMEPS.

Evaluation and Selection Process

The Town of Grand Lake will review all proposals submitted based on qualifications and approach. Upon review, Staff will prepare a short-list of companies. The Town, in its discretion, may award the Contract to the responsible and responsive proposer submitting the proposal which is deemed to be the most advantageous to the Town, price and other factors being considered.

A contractor will be selected by the Town Board of Trustees for the purpose of negotiating a contract. If a satisfactory contract cannot be negotiated with that contractor, the Town shall formally end negotiations with that contractor and select the next most favored provider and attempt to negotiate with that contractor.

*The Town reserves the right to reject the Bid of any Offeror who does not pass any evaluation to the Owner's satisfaction.

The attached sample Professional Services Agreement will be used by the Town as the contract document for the work. By submitting a Proposal, you accept the terms of this Agreement as stated. Any deviations from this Agreement must be requested in your submitted Proposal.

Agreement For Professional Services

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this _____ day of _____, 2024 (the "Effective Date"), by and between the Town of Grand Lake, a Colorado municipal corporation with an address of 1026 Park Avenue, P.O. Box 99, Grand Lake, Colorado 80447, (the "Town"), and _____, with a principal place of business at _____ ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services above.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor _____. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professionals in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work except as expressly set forth in the Scope of Services.

D. Contractor shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.* ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

VI. Contractor

Notwithstanding any other provision of this Agreement, all personnel assigned by contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of contractor for all purposes. Contractor shall make no representation that it

is a Town employee for any purposes.

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$387,000 each occurrence and \$1,093,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
3. Professional liability insurance with minimum limits of \$387,000 each claim and \$1,093,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of contractor, any subcontractor of contractor, or any officer, employee, representative, or agent of contractor, or which arise out of a worker's compensation claim of any employee of contractor or of any employee of any subcontractor of contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to contractor, any subcontractor of

Contractor, or any officer, employee, representative, or agent of contractor or of any subcontractor of contractor.

B. If Contractor is providing architectural, Engineering, surveying or other design services under this Agreement, the extent of contractor's obligation to indemnify and hold harmless the Town may be determined only after contractors' liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. If contractor has employees, contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under this Agreement, contractor shall: notify the subcontractor and the Town within 3 days that contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under this Agreement.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that contractor is complying with the terms of this Agreement.

E. Affidavits. If contractor does not have employees, contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, contractor shall sign the "Department Program Affidavit" attached hereto.

X. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed

sufficient when directly presented or sent pre-paid, first-class United States Mail to the Party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or 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.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

NO EMPLOYEE AFFIDAVIT

[To be completed only if Contractor has no employees]

1. Check and complete one:

I, _____, am a sole proprietor doing business as _____ . I do not currently employ any individuals. Should I employ any employees during the term of my Agreement with the Town of Grand Lake (the "Town"), I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

I, _____, am the sole owner/member/shareholder of _____, a _____ [specify type of entity – *i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

I am a United States citizen or legal permanent resident.

The Town must verify this statement by reviewing one of the following items:

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both Contractor's citizenship/lawful presence and identity.*

OR

I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to the Town.

Signature

Date

DEPARTMENT PROGRAM AFFIDAVIT

[To be completed only if Contractor participates in the Department of Labor Lawful Presence Verification Program]

I, _____, as a public Contractor under contract with the Town of Grand Lake (the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Agreement") with the Town within 20 days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Agreement; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Agreement.

Signature

Date

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this _____ day of _____, 2024, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

OFFICIAL AD PROOF

This is the proof of your ad scheduled to run in **Sky-Hi News and Middle Park Times** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(970) 887-3334**.

Notice ID: UxzQx7OPZFypR9DnY5VS | **Proof Updated: Aug. 12, 2024 at 07:56am MDT**
 Notice Name: 8CD09 Invitation to Bid Paving 2024 | Publisher ID: 333794

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER	FILING FOR
Alayna Carrell acarrell@toglco.com (970) 627-3435	Sky-Hi News and Middle Park Times

Columns Wide:	1	Ad Class: Legals
Total Column Inches:	1.66	
Number of Lines:	20	

08/14/2024: Other Notice	10.12
Affidavit Fee	10.00

	Subtotal		\$20.12
	Tax		\$0.00
	Processing Fee		\$2.01
	Total		\$22.13

**INVITATION TO BID
TOWN OF GRAND LAKE
PAVING 2024**

Electronic proposals will be received by the Town of Grand Lake at <https://www.bidnetdirect.com/townofgrandlake> until **4:00pm on Friday, August 30, 2024**, for Town of Grand Lake paving 2024.

For full RFP details and to submit questions by Tuesday August 21, 2024, by 5:00pm, please visit www.bidnetdirect.com/townofgrandlake.

The Town reserves the right to reject any and all bids, and to waive any informalities and irregularities therein.

PUBLISHED IN THE SKY-HI NEWS AND MIDDLE PARK TIMES ON WEDNESDAY, AUGUST 14, 2024.

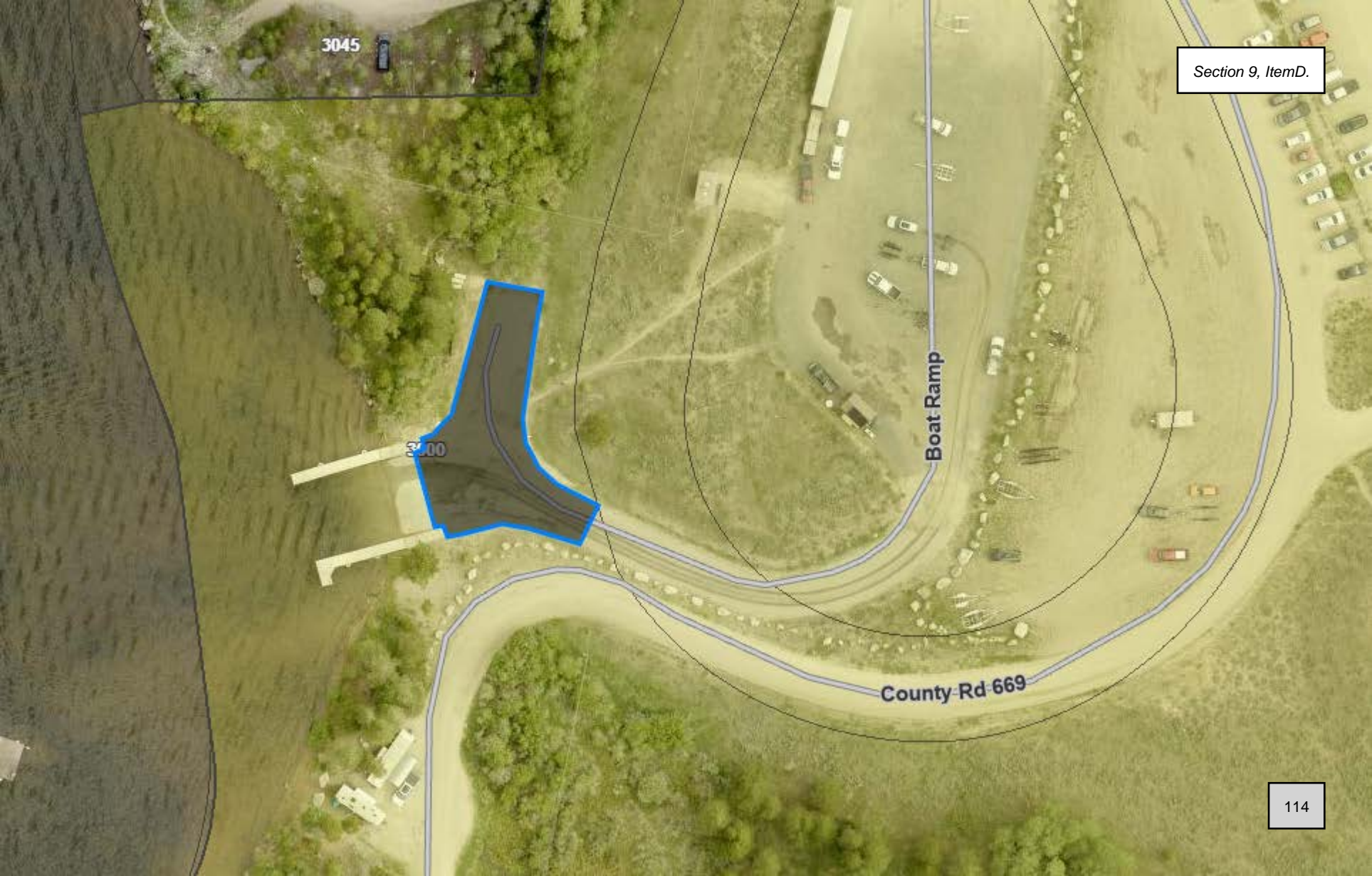
3045

Section 9, Item D.

3000

Boat Ramp

County Rd 669





120

W Portal Rd

W Portal Rd

201

203

Bella Vista

207

205

Center Dr

Sailboat Dr

Plant Dr