



# GRAND LAKE BOARD OF TRUSTEES WORKSHOP AND MEETING AGENDA

Monday, February 27, 2023 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*

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

<https://us06web.zoom.us/j/89358798053>

**You can also dial in using your phone.**

United States: 719 359 4580

Access Code: 893 5879 8053

## **WORK SESSION 4:30 PM**

1. Call to Order
2. Roll Call
3. Conflicts of Interest
4. Items of Discussion
  - A. Marijuana Ordinance Discussion

## **EVENING MEETING 6:00 PM**

1. Call to Order
2. Pledge of Allegiance
3. Announcements
4. Roll Call
5. Conflicts of Interest
6. Manager's Report
7. Public Comments (Limited to 3 Minutes)
8. Consideration to Approve Meeting Minutes
  - A. February 13, 2023
9. Consideration to Approve Accounts Payable
  - A. February 27, 2023
10. Financial Review
  - A. January Financials
  - B. December Sales Tax
11. Items of Discussion
  - A. Recognition of Community House Historic Designation
  - B. Consideration of Contract with Hilly Lawn for 2023 Services
  - C. Consideration of Contract with Summit Ford for New Water Department Truck
  - D. Consideration of an RFP for GL Stormwater Management Plan
  - E. Consideration of Town Manager's Contract for 2023
12. Future Items for Consideration
13. Mayor's Report
14. Adjourn Meeting

## ARTICLE 5 Retail Marijuana Businesses

On November 8, 2022 the voters of Grand Lake approved Town of Grand Lake Question 2C, “allow[ing] the operation of marijuana businesses in the town and amending the municipal code by the addition of new sections permitting, subject to regulations to be adopted by ordinances of the town, certain activities relating to marijuana, and by so doing repeal the Article 5 of Chapter 7 and Article 11 of Chapter 7, or other section of the Grand Lake Municipal Code, to the extent they are inconsistent with such authorization[.]” The Town of Grand Lake Board of Trustees hereby finds, determines, and declares that it has the power to adopt this Article 5 of Chapter 6 of the Grand Lake Municipal Code pursuant to Chapter XVIII, section 16 of the Colorado Constitution; Colorado Revised Statutes section 44-10-104(3); Chapter XX of the Colorado Constitution; the Town of Grand Lake Home Rule Charter; and the Local Government Land Use Control Enabling Act, Chapter 20 of title 29, Colorado Revised Statutes. (Ord. 559, Series of 2021).

### Sec. 6-5-1. Definitions.

Unless defined in this Section, or if the context clearly requires otherwise, capitalized terms within this Article shall have the meaning attributed to them in the Code of Colorado Regulations – Colorado Marijuana Rules – 1 CCR 212-3(1-115), adopted by the Colorado Marijuana Enforcement Division, Department of Revenue, as of the effective date hereof.

- (a) *Applicant* means any Person applying to the Town for a License, including without limitation any Entity and/or any Person who qualifies as a Controlling Beneficial Owner.
- (b) *Article* means Article 5 of Chapter 6 of the Grand Lake Municipal Code.
- (c) *Board* means the Town of Grand Lake Board of Trustees.
- (d) *License* means a license issued by the Town to operate a Medical Marijuana Store and a Retail Marijuana Store at one location within the Town.
  - 1. A Licensee shall have the option to operate either a Retail Marijuana Store or a Medical Marijuana Store, or operate both.
- (e) *Licensee* means a Person who has been issued a License by the Town.
- (f) *Lottery* means the lottery selection process under Section 6-5-7(i) of this Article.
- (g) *MED* means the Colorado, Department of Revenue, Marijuana Enforcement Division.
- (h) *Regulated Marijuana Business* means Medical Marijuana Businesses and Retail Marijuana Businesses.
- (i) *Colorado Marijuana Code* means Colorado Revised Statutes Title 44, Article 10, Section 101 *et seq.*, and the Colorado Marijuana Rules promulgated pursuant thereto at 1 CCR §212-3.
- (j) *Regulated Marijuana Store* means a Medical Marijuana Store or Retail Marijuana Store.
- (k) *State* means the State of Colorado.
- (l) *Town* means the Town of Grand Lake, Colorado.

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(m) *Town Code* means the Grand Lake Municipal Code.

**Sec. 6-5-2. License Types Permitted.**

Regulated Marijuana Stores shall be the only Regulated Marijuana Business license type permitted in the Town. All other Regulated Marijuana Business license types shall remain prohibited. It shall furthermore be unlawful for any Person to own or operate a Regulated Marijuana Store without first obtaining all necessary permits, licenses, and approvals to operate such a business from the Town pursuant to this Article and from the State pursuant to the Colorado Marijuana Code.

**Sec. 6-5-3. Local Licensing Authority.**

- (a) The Board is hereby designated the Local Licensing Authority with all powers granted thereto by the provisions of the Colorado Marijuana Code. Any decision made by the Board to (i) grant or deny a License, (ii) revoke or suspend a License, (iii) renew or not renew a License, (iv) fine a Licensee, or (v) place a License on probationary conditions, shall be a final decision and may be appealed to district court pursuant to Rule 106(a)(4) of the Colorado Rules of Civil Procedure.
- (b) In case of an application resubmitted directly to the Town pursuant to Section 16(5)(h) of Article XVIII of the Colorado Constitution, due to the failure of the state licensing authority to act upon an application within ninety (90) days, the Board shall act as the licensing authority thereunder and all requirements of this Article shall apply to such application. In addition to compliance with this Article, the Applicant shall demonstrate compliance with all applicable requirements of the Colorado Marijuana Code and shall pay to the Town the full amount of the application fee if not forwarded by the State. The Board shall approve or deny such application within ninety (90) days after receipt of the resubmitted application.
- (c) The Town Clerk shall assist the Board by receiving all applications, coordinating with other Town officers and departments when relevant, scheduling required public hearings and providing notice in accordance with this Article, the Town Code, and the Colorado Marijuana Code. The Town Clerk shall also act as the local point-of-contact with the MED on all marijuana regulatory matters.

**Sec. 6-5-4. Limitation on Number of Licenses.**

- (a) The Board shall have the authority to initially grant and issue one (1) License pursuant to this Article and the Colorado Marijuana Code. This one (1) License shall be awarded pursuant to the application and Lottery selection process as set forth in this Article.
  - (1) One (1) year from the issuance of the first License, or upon motion by the Board, the Board may review the results and impacts of marijuana legalization in the Town. If upon such review the Board determines it is in the best interest of the Town, the Board shall have the discretionary authority to grant and issue one (1) additional License. This

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second license shall be awarded pursuant to a new application and Lottery selection process as set forth in this Article.

- (b) In the event that a previously granted and issued License is revoked, not renewed, surrendered, or terminated, resulting in the permanent loss of that License by a Licensee, and therefore fewer than two (2) Licenses are issued and active within the Town, the Board may, at the Board's discretion, approve and issue additional License(s) pursuant to a new application and Lottery selection process as set forth in this Article.
- (c) At no time shall there be more than two (2) Licenses issued and active within the Town.

**Sec. 6-5-5. Limitations and Requirements Applicable to Regulated Marijuana Stores.**

- (a) *State requirements.* Regulated Marijuana Stores must at all times comply with the regulations and requirements contained in the Colorado Marijuana Code. The Local Licensing Authority may revoke or otherwise penalize a Licensee pursuant to Section 6-5-14 of this Article.
- (b) *Location.* Regulated Marijuana Stores shall only be located on property within the Commercial Zoning District or a planned development district; but shall not be permitted on Grand Avenue east of Broadway Street. Regulated Marijuana Stores are not permitted within any other zoning district or within any building that contains a residential dwelling or lodging unit. Regulated Marijuana Stores shall not be permitted to operate as "home occupations."
- (c) *Separation requirements.*
  - (1) No License shall be approved if, at the time of the initial application for such License, the proposed location is within three hundred (300) feet of:
    - i. Any educational institution or school, either public or private;
    - ii. Existing licensed child care facility; or
    - iii. Any existing Regulated Marijuana Store.
  - (2) The distances set forth in this Subsection shall be computed by direct measurement in a straight line from the nearest property line of the land used for the purposes stated above, respectively, to the nearest portion of the building in which the Regulated Marijuana Store is located. The locational criteria contained in this Section shall apply to all proposed changes in the location of an existing License.
  - (3) The Board may waive the distance requirements set forth in this Subsection for a specified location if an Applicant demonstrates that granting such a waiver will not negatively impact the health, safety, or welfare of the Town.
- (d) *Co-location.* Any License issued by the Town shall allow for both a Medical Marijuana Store and a Retail Marijuana Store to operate on the same Licensed Premise under one License.
- (e) *Signage & Advertisements.* Advertisements, signs, displays or promotional material depicting marijuana, marijuana plants, or any other pictures or symbols commonly understood to refer to marijuana, shall not be shown or exhibited on the exterior of a Licensed Premises or in any other location within the Town where visible from a public

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right-of-way. No signage associated with a Regulated Marijuana Store shall use the word "marijuana," "cannabis," or any other word or phrase commonly understood to refer to marijuana. All exterior signage associated with a Regulated Marijuana Store must comply with the Town Sign Code at Chapter 6 of Article 2 of the Town Code and must receive a sign permit pursuant thereto. Existing exemptions in the Town Sign Code shall not apply to exterior signage associated with the Regulated Marijuana Store.

- (f) *Indoor Operation.* All Regulated Marijuana Store operations (except transportation) shall be conducted indoors, and shall not be visible from the exterior of the building.
- (g) *Inspection of Licensed Premises.* During all business hours and other times of apparent activity, the Licensed Premises and the property associated with a License shall be subject to inspection by Town personnel, or commissioned police officers of the Town, for the purpose of investigating and determining compliance with the provisions of this Article, the Colorado Marijuana Code, and any other applicable state or local law or regulation. Such inspection may include, without limitation, the inspection of books, records and inventory. Where any part of the Licensed Premises or property consists of a locked area, such area shall be made available for inspection, without unreasonable delay, upon request.
- (h) *Additional Requirements.* Retail Marijuana Stores shall be subject to the following additional requirements:
  - (1) A Regulated Marijuana Store may only be open to the public during the hours of 8:00 a.m. to 10:00 p.m. unless the Board authorizes extended hours of operation as a provision of the License, but in no event shall such authorization extend past 12:00 a.m. The Board may only authorize such extension after making a determination that such hours of operation are appropriate for the neighborhood.
  - (2) No on-site consumption of marijuana is allowed.
  - (3) A Town business license and sales tax license shall be required.
  - (4) No mobile structure may be used to operate a Regulated Marijuana Store.
  - (5) No alcohol sales or consumption shall be permitted on the Licensed Premises.
  - (6) A Licensee shall not permit persons who do not possess a valid identification or other appropriate proof of age to enter or loiter on or about the Licensed Premises.
  - (7) All Regulated Marijuana Stores, and their owners, officers, employees, and agents must comply at all times with all other applicable provisions of the Town Code.
  - (8) Whenever the provisions of the Colorado Marijuana Code require a Licensee to submit licensing, operational, investigative, or incident documentation to the MED or other governmental entities, the Licensee shall provide copies of all such submissions to the Town Clerk.
  - (9) All Regulated Marijuana Stores shall post conspicuous signage at each Point of Sale, and at each customer point of egress from the Licensed Premises, printed in red, stating the following:

**WARNING: FEDERAL LANDS**

**MARIJUANA USE AND POSSESSION IS  
ILLEGAL ON ALL FEDERAL LANDS  
INCLUDING IN ROCKY MOUNTAIN  
NATIONAL PARK**

- (i) *Proper Ventilation.* All Regulated Marijuana Stores shall be equipped with a proper ventilation system that filters out the odor of marijuana so that the odor is not capable of being detected by a person with a normal sense of smell at the exterior of Licensed Premises or any adjoining business, parcel, or tract of real property. All Applicants for a new License shall submit a ventilation and odor mitigation plan with their Application, which shall be subject to review and approval by the Board prior to issuance of a new License. The lack of an approved ventilation and odor mitigation plan shall be grounds for denial of a new License or renewal of an existing License. Failure to install or maintain the ventilation system required by an approved ventilation and odor mitigation plan shall constitute a violation of this Article and shall be grounds for suspension or revocation of a License pursuant to Section 6-5-14 of this Article.

**Sec. 6-5-6. Marijuana Sales Tax**

A marijuana sales tax is imposed upon all retail sales of retail marijuana and retail marijuana products sold within the Town by Retail Marijuana Stores at the rate of five percent (5%) of the gross price paid by the purchaser, rounded off to the nearest penny. The tax imposed by this Section is in addition to, and not in lieu of, the general sales tax owed to the Town and all taxes owed to the State in connection with the sale of retail marijuana and retail marijuana products. The Board may, by resolution, raise the marijuana sales tax under this Section to no higher than fifteen percent (15%). Where possible, marijuana sales tax revenues shall be collected pursuant to Section 4-3-8 of the Town Code. The Town Manager may adopt administrative rules and regulations specifying additional or alternative procedures for the collection and enforcement of the marijuana sales tax imposed by this Section.

**Commented [1]:** This would mean 5% mj sales tax to start, on top of 5% general GL sales tax, on top of state 15% mj sales tax (state general sales tax of 2.9% is waived) – for a total of 25% sales tax. This Section allows for as high as a 15% local mj sales tax (which is consistent with Ballot Measure 2A), but starts the tax at the lower rate of 5%. The Board can then review legalization financials (say, annually) and decide if it should raise the local mj sales tax. 25% overall mj sales tax (local and state) is near the highest in the state.

**Sec. 6-5-7. Lottery Phase Application Requirements**

- (a) The Town hereby establishes a two-phase License application process. The Lottery Phase shall consist of application submissions for the purpose of entry into the Lottery to be conducted by the Town pursuant to this Section. The Licensing Phase shall consist of a separate application submitted by the Applicant selected in the Lottery for the purpose of licensing approval and issuance by the Board pursuant to Sections 6-5-8, 6-5-9, and 6-5-10 of this Article.
- (b) Within forty-five (45) days of the effective date of this Article, the Town shall post notice on its website indicating that Lottery Phase applications shall be accepted for a sixty (60) day period.
- (c) *Lottery Phase Applications.* An Applicant shall submit a Lottery Phase application to the Town on forms provided by the Town Clerk and posted on the Town website. As part of the Lottery Phase applications, all Applicants, including all Controlling Beneficial Owners associated therewith, shall submit to the Town Clerk, without limitation:

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1. A copy of a form of identification issued by the government of the United States, the government of any state within the United States, or the government of a United States Territory.
    - i. Such identification shall not be expired and shall include name, address, and date of birth.
  2. Evidence of lawful presence or residence in the United States.
  3. Completion of criminal and moral character disclosure form.
  4. Proof of submission to the MED, for all Controlling Beneficial Owners, of an application for Findings of Suitability
    - i. The Applicant must also submit to the Town copies of all such MED applications.
  5. Curriculum vitae for the Applicant, each Controlling Beneficial Owner, and any managers or employees associated with the Applicant.
  6. If the Applicant is a business entity, information regarding the entity, including without limitation:
    - i. The name and address of the entity;
    - ii. Identification of all Controlling Beneficial Owners of the entity;
    - iii. Certificate of good standing from the Colorado Secretary of State;
    - iv. An organizational chart.
  7. Proof of access to adequate funding to cover start-up expenses of not less than \$150,000.
    - i. If the Applicant cannot document proof of access to adequate funding at the time of submission of a Lottery Phase application, the Applicant must submit a written Funding Plan for the purpose of obtaining adequate funding to cover start-up expenses of not less than \$150,000.
  8. A copy of any deed, lease, letter of intent, or other contract reflecting the right, or the right conditioned on License approval, of the Applicant to possess and operate a Regulated Marijuana Store at a location permitted by this Article.
    - i. If the Applicant cannot provide documentation satisfying this Subsection at the time of submission of a Lottery Phase application, the Applicant must submit a written plan for securing a right to possess and operate a Regulated Marijuana Store at a location permitted by this Article.
  9. Executive Summaries of Applicant's:
    - i. Business Plan;
    - ii. Operations Plan;
    - iii. Compliance Plan;
    - iv. Security Plan, including without limitation:

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- A. Complying with MED security regulations;
  - B. Theft and diversion prevention; and
  - C. Other locational and community-specific security concerns
- v. Staffing Plan;
  - vi. Community Engagement Plan, including without limitation, Applicant’s history of community service;
  - vii. Odor Mitigation and Ventilation Plan;
  - viii. Personnel Experience, including without limitation:
    - A. Operating a licensed marijuana business in Colorado or another state; or
    - B. Operating a business in a highly regulated industry.
- (d) *Bonus Weight Criteria.* An Applicant shall be awarded fifteen percent (15%) bonus weight in the Lottery selection process if the Applicant submits proof of the following:
- 1. No less than fifty-one percent (51%) of all Controlling Beneficial Owners associated with the Applicant must have continuously resided full-time in the Town, or in Grand County, Colorado, for no less than one (1) full year immediately preceding the date of submission of Applicant’s Lottery Phase application; or
  - 2. Applicant is a Social Equity Licensee under the Colorado Marijuana Code.
- (e) *Lottery Phase Application Fees.* Along with the Lottery Phase application, all Applicants must submit a Lottery Phase application fee to the Town to cover costs associated with processing, investigating and administering the Lottery Phase application process. The Lottery Phase application fee shall be established by the Town by resolution.
- (f) *Common Control Prohibition.* No Person or Entity may apply on behalf of another Person or Entity. Multiple Lottery Phase application submissions by the same Person or Entity, or applications by multiple entities with substantially the same ownership or who are Affiliated Entities (as defined below), are prohibited and will be rejected. No Applicant shall provide, rely on, or include in their Funding Plan under Section 6-5-7(C)(7), any funding which is shared, or in any way associated with, another Applicant’s source or plan for funding. All Controlling Beneficial Owners associated with an Applicant shall be required to attest, subject to criminal penalties for perjury, that they are not affiliated with any other Applicant, and that they do not share common control or funding with any other Applicant as set forth in this Subsection. Submission of a Lottery Phase application in violation of this Subsection shall result in the rejection of all Lottery Phase applications associated with such violation.
- 1. For purposes of this Subsection, “substantially the same ownership” and “Affiliated Entities” are defined as follows:
    - i. “Substantially the same ownership” means that entities share any Controlling Beneficial Owners in common.
    - ii. “Affiliated Entities” means:



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- A. A Person having ownership or any level of control in common with an entity, in whole or in part, including, without limitation, an entity's parent corporation, franchisor, licensor, and any subsidiaries or affiliates of such parent corporations; or
  - B. A Person who has a direct business or an immediate familial relationship with another person or a person or entity using the same trade name as another person or entity.
- 2. Applicants may not transfer an Application to a third party at any time during any stage of the Lottery Phase or Licensing Phase of the application process.
  - 3. To ensure compliance with the prohibitions of this Subsection, during the first two years following the License issuance date, the Licensee shall not transfer its License, or alter its ownership, ownership structure, name, or trade name.
    - i. The Board may waive this requirement if good cause is shown, and if such waiver will neither undermine the purpose of this Section nor negatively impact the health, safety, or welfare of the Town.
  - 4. The Board may promulgate rules and regulations as needed to carry out the intent of this Section to ensure and confirm that each Applicant is a wholly separate business owned, operated, funded, and controlled by a wholly separate Person or Entity, with no affiliation to any other Applicant.
- (g) *Completeness Review.* The Town Clerk, or their designee, shall review Lottery Phase applications for completeness as they are received. If a Lottery Phase application is found to be incomplete, the Town Clerk, or their designee, shall notify the Applicant in writing, via email and U.S. mail, of the Application's deficiencies, and the Applicant shall have fifteen (15) days from the date of the deficiency notice to remedy the deficiency(ies). If the Applicant fails to remedy the deficiency(ies) within the specified period, the Town Clerk, or their designee, shall deny the Application and notify the Applicant of the denial.
- 1. Denial of an Application at the completeness review stage under this Subsection is appealable to the Town Manager by filing an appeal with the Town within ten (10) days of the date the notification of the denial was mailed. The Town Manager shall schedule a hearing within twenty (20) days of the filing of the appeal. The Town shall provide at least seven (7) days' notice to the appellant of the hearing. The Town Manager shall make a determination of the appeal within ten (10) days of the hearing and shall notify the appellant of the decision in writing.
- (h) *Board Review.* At the end of the completeness review period under this Section, including the appeals process thereunder, if any, the Town Clerk, or their designee, shall submit to the Board all Lottery Phase applications determined to be complete. At its next regular public hearing, the Board shall review each complete Lottery Phase application to determine qualification, pursuant to this Section, for entry into the lottery. The Board shall make such determinations and notify each Applicant, in writing, no later than thirty (30) days from such public hearing. Applicants shall qualify for entry into the lottery by

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demonstrating, through the Lottery Phase application materials submitted to the Town, that the Applicant possesses sufficient:

1. Knowledge of applicable state and local laws and regulations,
  2. Knowledge of the legal marijuana industry and/or competence in operating a business in another highly regulated industry, and
  3. Professionalism in business plans, operational plans, and other submitted materials.
- (i) *Lottery Selection.* Upon final determination by the Board of all Lottery Phase applications that qualify for entry into the Lottery, the Town shall conduct a random Lottery, subject to Subsection (d) of this Section, to select which Applicant shall proceed with the License Application process under Section 6-5-8.
1. The Town may adopt administrative rules and regulations specifying the policies and procedures for conducting the Lottery.

**Sec. 6-5-8. License Phase Application Requirements**

- (a) *License Phase Application.* No later than sixty (60) days from the date of the Lottery, the Applicant selected in the Lottery shall submit a License Phase application to the Town on forms provided by the Town Clerk and posted on the Town website.
- (b) As part of the License Phase application, the Applicant shall submit, without limitation:
2. A copy of any deed, lease, or contract reflecting the right, or the right conditioned on License approval, of the Applicant to possess and operate a Regulated Marijuana Store at the location specified in the License Phase application.
  3. Updated and comprehensive business plans, tailored to the location specified in the License Phase application, covering all subject areas set forth in Section 6-5-7(c)(9).
  4. Proof of Findings of Suitability issued by the MED for all Licensee Controlling Beneficial Owners.
  5. Proof of submission to MED of a Regulated Marijuana Business License Application.
    - i. The Applicant must also submit to the Town copies of such MED application(s).
  6. Town Sales Tax License
  7. Town Business License
  8. Proof of submission to the Town of a Conditional Use Permit Application pursuant to Town Code 12-2-31(B).

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9. If any information about the Applicant has changed since the submission of the Lottery Phase application, the Applicant shall disclose and submit all such updated information with the License Phase application.
  10. Any additional information or documentation that the Board determines to be reasonably related to investigating the Applicant's plans, qualifications, and fitness for operating a Regulated Marijuana Store at the location specified in the License Phase application.
- (c) *License Phase Application Fees.* Along with the License Phase application, the Applicant must submit a License Phase application fee to the Town to cover costs associated with processing, investigating and administering the License Phase application process. The Licensing Phase application fee shall be established by the Town by resolution.
- (d) *Completeness Review.* Within fifteen (15) days of receiving a timely submitted License Phase application, the Town Clerk, or their designee, shall review such application for completeness. If a License Phase application is deemed incomplete, the Town Clerk, or their designee, shall notify the Applicant in writing, via email and U.S. mail, of the application's deficiencies, and the Applicant shall have forty-five (45) days from the date of the deficiency notice to remedy the deficiency(ies). If the Applicant fails to remedy the deficiency(ies) within the specified period, the Town Clerk shall deny the application and notify the Applicant of the denial.
1. Denial of an Application at the completeness review stage under this Subsection is appealable to the Town Manager by filing an appeal with the Town within ten (10) days of the date the notification of the denial was mailed. The Town Manager shall schedule a hearing within twenty (20) days of the filing of the appeal. The Town shall provide at least seven (7) days' notice to the appellant of the hearing. The Town Manager shall make a determination of the appeal within ten (10) days of the hearing and shall notify the appellant of the decision in writing.
  2. If a License Phase application is denied under this Section, the Town shall, within forty-five (45) days of such denial, conduct another Lottery under Section 6-5-7(i) to select another Applicant to proceed with the License Application process under this Section 6-5-8.
    - i. If any information about an Applicant has changed since the submission of their initial Lottery Phase application, the Applicant shall disclose and submit all such updated information prior to entering into the Lottery under this Subsection.
- (e) *Staff Review.* Upon receipt of a completed License Phase application, the Town Clerk, or their designee, shall transmit copies of the application to all Town agencies and staff who the Board determines should participate in the review and investigation of the application.
1. Town staff, or other governmental agencies authorized by the Town, may visit and inspect the property and Licensed Premises of the proposed Regulated Marijuana Store.

2. In investigating the fitness of the Applicant, the Town may obtain criminal history record information furnished by a criminal justice agency subject to any restrictions imposed by such agency. In the event the Town takes into consideration information concerning the Applicant's criminal history record, the Town shall also consider any information provided by the Applicant regarding such criminal history record, including without limitation, evidence of rehabilitation, community service, character references and educational achievements, especially those items pertaining to the period of time between the Applicant's last criminal conviction and the consideration of the License Phase Application.
3. Not more than thirty (30) days from the date the Town Clerk has deemed a License Phase application to be complete, and not less than fourteen (14) days prior to a public hearing held pursuant to Section 6-5-9, the Town Clerk shall report to the Board and the Applicant any findings or recommendations made on the License Phase application as a result of the investigation and review conducted pursuant to this Section.

**Sec. 6-5-9. Public Hearing**

- (a) The Town Clerk shall schedule a public hearing before the Board on the License Phase application.
  1. The public hearing shall be held not less than fourteen (14) days from the date the Town Clerk reported the findings under Section 6-5-8(e)(3).
  2. The public hearing shall only be held after the Town Planning Commission has reported its recommendations to the Board, pursuant to Town Code 12-2-31(B)(3)(a)(3), on the Applicant's Conditional Use Permit application.
- (b) The Town shall post and publish public notice of the hearing not less than fourteen (14) days prior to the hearing. The Town shall give public notice by the posting of a sign in a conspicuous place at the property of the proposed Regulated Marijuana Store, and by publication in a newspaper of general circulation in the Town.

**Sec. 6-5-10. Issuance or Denial of License.**

- (a) For the purpose of voting to approve or deny a License, the Board may consider the facts and evidence adduced as a result of:
  1. The review and investigation under Section 6-5-8(e).
  2. Review and investigation of the License Phase application by the Board.
  3. The recommendations of the Planning Commission.
  4. The testimony and evidence presented by the Applicant at the public hearing under Section 6-5-9, including any written or oral public comments submitted in conjunction therewith.
  5. Any other facts pertinent to the qualifications of the Applicant.

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- (b) The Board has the authority to refuse to approve a License for good cause, including without limitation, if the Board has made the following findings:
    - 1. The Applicant has violated, does not meet, or has failed to comply with any of the terms, requirements, conditions, or provisions of the License, the Town Code, the Colorado Marijuana Code, or any applicable state or local law, rule, or regulation.
    - 2. The Board has determined that the Applicant's character, record, or reputation is not satisfactory after consideration of factors, which include without limitation:
      - i. The Applicant has knowingly submitted false information, made willful misrepresentations, knowingly committed fraudulent acts, or omitted material facts;
      - ii. The Applicant has a criminal history of crimes of moral turpitude, which may include without limitation murder, burglary, robbery, arson, kidnapping, or sexual assaults;
      - iii. The Applicant has had a professional license, including without limitation a government-issued marijuana license, denied or revoked as a result of violations of law, rule, or regulation, or a finding of bad moral character by a government entity;
      - iv. The Applicant has been found to be currently delinquent in the payment of any state or local taxes, and has shown a pattern of failing to correct such delinquency;
    - 3. Specific evidence that approving the License will adversely affects the public health, safety, or welfare.
  - (c) No later than thirty (30) days from the date of the public hearing under Section 6-5-9, the Board shall issue its decision approving or denying the License. The decision shall be in writing and shall state the reasons for the decision. The Board shall send a copy of the decision, by email and U.S. mail, to the Applicant at the address shown in the application.
  - (d) The Board may impose reasonable conditions upon a License.
  - (e) After approval of a License, the Board shall not issue the License until:
    - 1. The Licensee has obtained all other required licenses and permits related to the operation of the Regulated Marijuana Store,
    - 2. The Regulated Marijuana Store building and site is approved for occupancy with such furniture, fixtures and equipment in place as are necessary to comply with the applicable provisions of all state and local laws and regulations, and any License conditions imposed by the Board.
  - (f) After approval of a License, the Board, or its designee, shall notify the MED of such approval.
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**Sec. 6-5-11. License Renewal**

- (a) A License issued pursuant to this Article shall be valid for a period of one (1) year from the date of issuance and shall be renewed pursuant to this Section. An application for renewal shall be made to the Town Clerk not less than thirty (30) days prior to the date of expiration. The renewal application shall be accompanied by the annual operating fees for the renewal term.
- (b) A public hearing shall be conducted by the Board on the first renewal application of the License.
  - 1. The Board has the authority to refuse to renew a License for good cause, including without limitation, making findings as set forth in Section 6-5-10(b), or as follows:
    - i. A continuing pattern of disorderly conduct or drug-related criminal conduct upon or in the immediate vicinity of the Licensed Premises;
    - ii. A continuing pattern of criminal conduct directly related to or arising from the operation of the Regulated Marijuana Store;
    - iii. An ongoing nuisance condition emanating from or caused by the Regulated Marijuana Store; or
    - iv. The Applicant has failed to comply with any special terms or conditions of the License.
- (c) For all subsequent renewal applications timely filed, the License may be administratively renewed by the Town Clerk; *provided, however*, the Board shall have the discretionary authority to require a renewal hearing.

**Sec. 6-5-12. Contents and Display of License.**

The Licensee shall post the License in a conspicuous location at the Regulated Marijuana Store. A License shall contain at minimum the following information:

- (a) The name and any tradename of the Licensee;
- (b) The date of issuance of the License;
- (c) The street address of the Regulated Marijuana Store;
- (b) Any conditions of approval imposed upon the License by the Board;
- (c) The date of expiration of the License; and
- (d) The signatures of the Licensee and Town Clerk.

**Sec. 6-5-13. Transfer of Ownership & Change in Ownership Structure.**

- (a) For two (2) years from the date of License issuance, a Licensee shall not transfer ownership of the License, except that the Board may waive this requirement if good cause is shown and such waiver will not negatively impact the health, safety, or welfare of the Town.

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- (b) For one (1) year from the date of License issuance, a Licensee shall not add any new Controlling Beneficial Owner(s) to its License, except that the Board may waive this requirement if good cause is shown and such waiver will not negatively impact the health, safety, or welfare of the Town.
  - (c) In determining whether to permit a transfer of ownership or a change in ownership structure under this Section, the Board shall consider only the requirements of this Article and the Colorado Marijuana Code. The Board may hold a hearing on the application for a transfer of ownership; *provided, however*, that the Board shall not hold a hearing pursuant to this Section until a notice of hearing has been posted as set forth in Section 6-5-9 of this Article on the Licensed Premises for a period of fourteen (14) days, and notice of the hearing has been provided to the Applicant at least fourteen (14) days prior to the hearing. An application fee shall accompany each application for a transfer of ownership, in such amount as is established from time to time by resolution of the Board.

**Sec. 6-5-14. Suspension or revocation.**

- (a) The Board may revoke or elect not to renew any License if it determines that the Licensed Premises has been inactive, without good cause, for at least one (1) year.
- (b) The Board has the authority to impose reasonable sanctions on a License and/or Licensee for violation by the Licensee, or any of its owners, agents, operators, employees, or contractor's, of the provisions of this Article, the Town Code, the Colorado Marijuana Code, or of any of the terms, conditions or provisions of the License.
  - 1. Sanctions may include, without limitation:
    - a. Suspension,
    - b. Fine,
    - c. Revocation, and/or
    - d. Probation.
  - 2. Prior to imposing any sanction under this Subsection, the Board shall conduct an investigation into the alleged violation and hold a public hearing at which the Licensee shall be afforded an opportunity to be heard.
  - 3. The Board has the power to administer oaths and issue subpoenas to require the presence of persons and the production of papers, books and records necessary to conduct a public hearing pursuant to this Subsection.
  - 4. Any License may be summarily suspended by the Board without notice pending a prosecution, investigation or public hearing pursuant to the Summary Suspension provisions of the Colorado Marijuana Code, 1 CCR §212-3(8-210(A)).
- (c) Whenever a decision of the Board suspending a license for fourteen (14) days or less becomes final, the Licensee may, before the operative date of the suspension, petition for permission to pay a fine in lieu of suspension for all or part of the suspension period. Upon the receipt of the petition, the Board may, in its sole discretion, stay the proposed suspension and cause any investigation to be made which it deems desirable and may, in its sole discretion, grant the petition if the Board is satisfied that such a grant will not

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negatively impact the health, safety, or welfare of the Town, and that the payment of the fine will achieve the desired disciplinary purpose(s).

**Sec. 6-5-15. Penalty.**

Failure to comply with the provisions of this Article shall constitute a violation of the Town Code, and, in addition to being grounds for denial, suspension, revocation, fine, probation, or other License sanction pursuant to Section 6-5-14, such violation may be punished by a civil penalty in an amount not exceeding the maximum fine provided in Section 1-4-10 of the Town Code. Proceedings for the determination of such civil liability and imposition of such civil penalty shall be conducted in the Town Municipal Court in the same manner as proceedings relating to noncriminal traffic infractions, in accordance with the provisions of Article 1 of Chapter 8 of the Town Code. In no case shall any defendant found guilty of any violation of this Article be punished by imprisonment for such violation.

**Sec. 6-5-16. Incorporation of state law.**

The provisions of the Colorado Marijuana Code, and any rules and regulations promulgated thereunder, are incorporated herein by reference, except to the extent that more restrictive or additional regulations are set forth in this Article.

**Sec. 6-5-17. Licensee Acknowledgements.**

Before issuing a License, the Board shall obtain written confirmation from the Licensee that the Licensee acknowledges, understands, and agrees to the following:

- (a) As of the date of the adoption of this Article, the cultivation, sale, possession, distribution and use of marijuana remains a violation of federal law, and this Article does not provide Licensee, or Licensee’s owners, agents, operators, employees, customers or clients, with any protection from criminal prosecution or civil liability under such federal law. Licensees and their owners, operators, employees, customers and clients assume any and all risk and liability under federal law arising or resulting from the operation of the Regulated Marijuana Store.
- (b) The Town has no liability to a Licensee or any other Person for injuries, damages or liabilities of any kind, under any legal theory, arising out of the enforcement or application of any federal laws.
- (c) To the greatest extent permitted by law, any action taken under the provisions of this Article by any public officers, elected or appointed officials, employees, attorneys and agents of the Town, is not a personal liability of such person or of the Town.
- (d) Any documents and records submitted to the Town in regards to an application or License under this Article may be subject to disclosure pursuant to the Colorado Open Records Act.



## ARTICLE 5 Retail Marijuana Businesses

On November 8, 2022 the voters of Grand Lake approved Town of Grand Lake Question 2C, “allow[ing] the operation of marijuana businesses in the town and amending the municipal code by the addition of new sections permitting, subject to regulations to be adopted by ordinances of the town, certain activities relating to marijuana, and by so doing repeal the Article 5 of Chapter 7 and Article 11 of Chapter 7, or other section of the Grand Lake Municipal Code, to the extent they are inconsistent with such authorization[.]” The Town of Grand Lake Board of Trustees hereby finds, determines, and declares that it has the power to adopt this Article 5 of Chapter 6 of the Grand Lake Municipal Code pursuant to Chapter XVIII, section 16 of the Colorado Constitution; Colorado Revised Statutes section 44-10-104(3); Chapter XX of the Colorado Constitution; the Town of Grand Lake Home Rule Charter; and the Local Government Land Use Control Enabling Act, Chapter 20 of title 29, Colorado Revised Statutes. (Ord. 559, Series of 2021).

### Sec. 6-5-1. Definitions.

Unless defined in this Section, or if the context clearly requires otherwise, capitalized terms within this Article shall have the meaning attributed to them in the Code of Colorado Regulations – Colorado Marijuana Rules – 1 CCR 212-3(1-115), adopted by the Colorado Marijuana Enforcement Division, Department of Revenue, as of the effective date hereof.

- (a) *Applicant* means any Person applying to the Town for a License, including without limitation any Entity and/or any Person who qualifies as a Controlling Beneficial Owner.
- (b) *Article* means Article 5 of Chapter 6 of the Grand Lake Municipal Code.
- (c) *Board* means the Town of Grand Lake Board of Trustees.
- (d) *License* means a license issued by the Town to operate a Medical Marijuana Store and a Retail Marijuana Store at one location within the Town.
  - 1. A Licensee shall have the option to operate either a Retail Marijuana Store or a Medical Marijuana Store, or operate both.
- (e) *Licensee* means a Person who has been issued a License by the Town.
- (f) *Lottery* means the lottery selection process under Section 6-5-7(i) of this Article.
- (g) *MED* means the Colorado, Department of Revenue, Marijuana Enforcement Division.
- (h) *Regulated Marijuana Business* means Medical Marijuana Businesses and Retail Marijuana Businesses.
- (i) *Colorado Marijuana Code* means Colorado Revised Statutes Title 44, Article 10, Section 101 *et seq.*, and the Colorado Marijuana Rules promulgated pursuant thereto at 1 CCR §212-3.
- (j) *Regulated Marijuana Store* means a Medical Marijuana Store or Retail Marijuana Store.
- (k) *State* means the State of Colorado.
- (l) *Town* means the Town of Grand Lake, Colorado.

(m) *Town Code* means the Grand Lake Municipal Code.

**Sec. 6-5-2. License Types Permitted.**

Regulated Marijuana Stores shall be the only Regulated Marijuana Business license type permitted in the Town. All other Regulated Marijuana Business license types shall remain prohibited. It shall furthermore be unlawful for any Person to own or operate a Regulated Marijuana Store without first obtaining all necessary permits, licenses, and approvals to operate such a business from the Town pursuant to this Article and from the State pursuant to the Colorado Marijuana Code.

**Sec. 6-5-3. Local Licensing Authority.**

- (a) The Board is hereby designated the Local Licensing Authority with all powers granted thereto by the provisions of the Colorado Marijuana Code. Any decision made by the Board to (i) grant or deny a License, (ii) revoke or suspend a License, (iii) renew or not renew a License, (iv) fine a Licensee, or (v) place a License on probationary conditions, shall be a final decision and may be appealed to district court pursuant to Rule 106(a)(4) of the Colorado Rules of Civil Procedure.
- (b) In case of an application resubmitted directly to the Town pursuant to Section 16(5)(h) of Article XVIII of the Colorado Constitution, due to the failure of the state licensing authority to act upon an application within ninety (90) days, the Board shall act as the licensing authority thereunder and all requirements of this Article shall apply to such application. In addition to compliance with this Article, the Applicant shall demonstrate compliance with all applicable requirements of the Colorado Marijuana Code and shall pay to the Town the full amount of the application fee if not forwarded by the State. The Board shall approve or deny such application within ninety (90) days after receipt of the resubmitted application.
- (c) The Town Clerk shall assist the Board by receiving all applications, coordinating with other Town officers and departments when relevant, scheduling required public hearings and providing notice in accordance with this Article, the Town Code, and the Colorado Marijuana Code. The Town Clerk shall also act as the local point-of-contact with the MED on all marijuana regulatory matters.

**Sec. 6-5-4. Limitation on Number of Licenses.**

- (a) The Board shall have the authority to initially grant and issue one (1) License pursuant to this Article and the Colorado Marijuana Code. This one (1) License shall be awarded pursuant to the application and Lottery selection process as set forth in this Article.
  - (1) One (1) year from the issuance of the first License, or upon motion by the Board, the Board may review the results and impacts of marijuana legalization in the Town. If upon such review the Board determines it is in the best interest of the Town, the Board shall have the discretionary authority to grant and issue one (1) additional License. This

second license shall be awarded pursuant to a new application and Lottery selection process as set forth in this Article.

- (b) In the event that a previously granted and issued License is revoked, not renewed, surrendered, or terminated, resulting in the permanent loss of that License by a Licensee, and therefore fewer than two (2) Licenses are issued and active within the Town, the Board may, at the Board's discretion, approve and issue additional License(s) pursuant to a new application and Lottery selection process as set forth in this Article.
- (c) At no time shall there be more than two (2) Licenses issued and active within the Town.

**Sec. 6-5-5. Limitations and Requirements Applicable to Regulated Marijuana Stores.**

- (a) *State requirements.* Regulated Marijuana Stores must at all times comply with the regulations and requirements contained in the Colorado Marijuana Code. The Local Licensing Authority may revoke or otherwise penalize a Licensee pursuant to Section 6-5-14 of this Article.
- (b) *Location.* Regulated Marijuana Stores shall only be located on property within the Commercial Zoning District or a planned development district; but shall not be permitted on Grand Avenue east of Broadway Street. Regulated Marijuana Stores are not permitted within any other zoning district or within any building that contains a residential dwelling or lodging unit. Regulated Marijuana Stores shall not be permitted to operate as "home occupations."
- (c) *Separation requirements.*
  - (1) No License shall be approved if, at the time of the initial application for such License, the proposed location is within three hundred (300) feet of:
    - i. Any educational institution or school, either public or private;
    - ii. Existing licensed child care facility; or
    - iii. Any existing Regulated Marijuana Store.
  - (2) The distances set forth in this Subsection shall be computed by direct measurement in a straight line from the nearest property line of the land used for the purposes stated above, respectively, to the nearest portion of the building in which the Regulated Marijuana Store is located. The locational criteria contained in this Section shall apply to all proposed changes in the location of an existing License.
  - (3) The Board may waive the distance requirements set forth in this Subsection for a specified location if an Applicant demonstrates that granting such a waiver will not negatively impact the health, safety, or welfare of the Town.
- (d) *Co-location.* Any License issued by the Town shall allow for both a Medical Marijuana Store and a Retail Marijuana Store to operate on the same Licensed Premise under one License.
- (e) *Signage & Advertisements.* Advertisements, signs, displays or promotional material depicting marijuana, marijuana plants, or any other pictures or symbols commonly understood to refer to marijuana, shall not be shown or exhibited on the exterior of a Licensed Premises or in any other location within the Town where visible from a public

right-of-way. No signage associated with a Regulated Marijuana Store shall use the word "marijuana," "cannabis," or any other word or phrase commonly understood to refer to marijuana. All exterior signage associated with a Regulated Marijuana Store must comply with the Town Sign Code at Chapter 6 of Article 2 of the Town Code and must receive a sign permit pursuant thereto. Existing exemptions in the Town Sign Code shall not apply to exterior signage associated with the Regulated Marijuana Store.

- (f) *Indoor Operation.* All Regulated Marijuana Store operations (except transportation) shall be conducted indoors, and shall not be visible from the exterior of the building.
- (g) *Inspection of Licensed Premises.* During all business hours and other times of apparent activity, the Licensed Premises and the property associated with a License shall be subject to inspection by Town personnel, or commissioned police officers of the Town, for the purpose of investigating and determining compliance with the provisions of this Article, the Colorado Marijuana Code, and any other applicable state or local law or regulation. Such inspection may include, without limitation, the inspection of books, records and inventory. Where any part of the Licensed Premises or property consists of a locked area, such area shall be made available for inspection, without unreasonable delay, upon request.
- (h) *Additional Requirements.* Retail Marijuana Stores shall be subject to the following additional requirements:
  - (1) A Regulated Marijuana Store may only be open to the public during the hours of 8:00 a.m. to 10:00 p.m. unless the Board authorizes extended hours of operation as a provision of the License, but in no event shall such authorization extend past 12:00 a.m. The Board may only authorize such extension after making a determination that such hours of operation are appropriate for the neighborhood.
  - (2) No on-site consumption of marijuana is allowed.
  - (3) A Town business license and sales tax license shall be required.
  - (4) No mobile structure may be used to operate a Regulated Marijuana Store.
  - (5) No alcohol sales or consumption shall be permitted on the Licensed Premises.
  - (6) A Licensee shall not permit persons who do not possess a valid identification or other appropriate proof of age to enter or loiter on or about the Licensed Premises.
  - (7) All Regulated Marijuana Stores, and their owners, officers, employees, and agents must comply at all times with all other applicable provisions of the Town Code.
  - (8) Whenever the provisions of the Colorado Marijuana Code require a Licensee to submit licensing, operational, investigative, or incident documentation to the MED or other governmental entities, the Licensee shall provide copies of all such submissions to the Town Clerk.
  - (9) All Regulated Marijuana Stores shall post conspicuous signage at each Point of Sale, and at each customer point of egress from the Licensed Premises, printed in red, stating the following:

**WARNING: FEDERAL LANDS**

**MARIJUANA USE AND POSSESSION IS  
ILLEGAL ON ALL FEDERAL LANDS  
INCLUDING IN ROCKY MOUNTAIN  
NATIONAL PARK**

- (i) *Proper Ventilation.* All Regulated Marijuana Stores shall be equipped with a proper ventilation system that filters out the odor of marijuana so that the odor is not capable of being detected by a person with a normal sense of smell at the exterior of Licensed Premises or any adjoining business, parcel, or tract of real property. All Applicants for a new License shall submit a ventilation and odor mitigation plan with their Application, which shall be subject to review and approval by the Board prior to issuance of a new License. The lack of an approved ventilation and odor mitigation plan shall be grounds for denial of a new License or renewal of an existing License. Failure to install or maintain the ventilation system required by an approved ventilation and odor mitigation plan shall constitute a violation of this Article and shall be grounds for suspension or revocation of a License pursuant to Section 6-5-14 of this Article.

**Sec. 6-5-6. Marijuana Sales Tax**

A marijuana sales tax is imposed upon all retail sales of retail marijuana and retail marijuana products sold within the Town by Retail Marijuana Stores at the rate of five percent (5%) of the gross price paid by the purchaser, rounded off to the nearest penny. The tax imposed by this Section is in addition to, and not in lieu of, the general sales tax owed to the Town and all taxes owed to the State in connection with the sale of retail marijuana and retail marijuana products. The Board may, by resolution, raise the marijuana sales tax under this Section to no higher than fifteen percent (15%). Where possible, marijuana sales tax revenues shall be collected pursuant to Section 4-3-8 of the Town Code. The Town Manager may adopt administrative rules and regulations specifying additional or alternative procedures for the collection and enforcement of the marijuana sales tax imposed by this Section.

**Sec. 6-5-7. Lottery Phase Application Requirements**

- (a) The Town hereby establishes a two-phase License application process. The Lottery Phase shall consist of application submissions for the purpose of entry into the Lottery to be conducted by the Town pursuant to this Section. The Licensing Phase shall consist of a separate application submitted by the Applicant selected in the Lottery for the purpose of licensing approval and issuance by the Board pursuant to Sections 6-5-8, 6-5-9, and 6-5-10 of this Article.
- (b) Within forty-five (45) days of the effective date of this Article, the Town shall post notice on its website indicating that Lottery Phase applications shall be accepted for a sixty (60) day period.
- (c) *Lottery Phase Applications.* An Applicant shall submit a Lottery Phase application to the Town on forms provided by the Town Clerk and posted on the Town website. As part of the Lottery Phase applications, all Applicants, including all Controlling Beneficial Owners associated therewith, shall submit to the Town Clerk, without limitation:

1. A copy of a form of identification issued by the government of the United States, the government of any state within the United States, or the government of a United States Territory.
  - i. Such identification shall not be expired and shall include name, address, and date of birth.
2. Evidence of lawful presence or residence in the United States.
3. Completion of criminal and moral character disclosure form.
4. Proof of submission to the MED, for all Controlling Beneficial Owners, of an application for Findings of Suitability
  - i. The Applicant must also submit to the Town copies of all such MED applications.
5. Curriculum vitae for the Applicant, each Controlling Beneficial Owner, and any managers or employees associated with the Applicant.
6. If the Applicant is a business entity, information regarding the entity, including without limitation:
  - i. The name and address of the entity;
  - ii. Identification of all Controlling Beneficial Owners of the entity;
  - iii. Certificate of good standing from the Colorado Secretary of State;
  - iv. An organizational chart.
7. Proof of access to adequate funding to cover start-up expenses of not less than \$150,000.
  - i. If the Applicant cannot document proof of access to adequate funding at the time of submission of a Lottery Phase application, the Applicant must submit a written Funding Plan for the purpose of obtaining adequate funding to cover start-up expenses of not less than \$150,000.
8. A copy of any deed, lease, letter of intent, or other contract reflecting the right, or the right conditioned on License approval, of the Applicant to possess and operate a Regulated Marijuana Store at a location permitted by this Article.
  - i. If the Applicant cannot provide documentation satisfying this Subsection at the time of submission of a Lottery Phase application, the Applicant must submit a written plan for securing a right to possess and operate a Regulated Marijuana Store at a location permitted by this Article.
9. Executive Summaries of Applicant's:
  - i. Business Plan;
  - ii. Operations Plan;
  - iii. Compliance Plan;
  - iv. Security Plan, including without limitation:

- A. Complying with MED security regulations;
  - B. Theft and diversion prevention; and
  - C. Other locational and community-specific security concerns
- v. Staffing Plan;
  - vi. Community Engagement Plan, including without limitation, Applicant’s history of community service;
  - vii. Odor Mitigation and Ventilation Plan;
  - viii. Personnel Experience, including without limitation:
    - A. Operating a licensed marijuana business in Colorado or another state; or
    - B. Operating a business in a highly regulated industry.
- (d) *Bonus Weight Criteria.* An Applicant shall be awarded fifteen percent (15%) bonus weight in the Lottery selection process if the Applicant submits proof of the following:
- 1. No less than fifty-one percent (51%) of all Controlling Beneficial Owners associated with the Applicant must have continuously resided full-time in the Town, or in Grand County, Colorado, for no less than one (1) full year immediately preceding the date of submission of Applicant’s Lottery Phase application; or
  - 2. Applicant is a Social Equity Licensee under the Colorado Marijuana Code.
- (e) *Lottery Phase Application Fees.* Along with the Lottery Phase application, all Applicants must submit a Lottery Phase application fee to the Town to cover costs associated with processing, investigating and administering the Lottery Phase application process. The Lottery Phase application fee shall be established by the Town by resolution.
- (f) *Common Control Prohibition.* No Person or Entity may apply on behalf of another Person or Entity. Multiple Lottery Phase application submissions by the same Person or Entity, or applications by multiple entities with substantially the same ownership or who are Affiliated Entities (as defined below), are prohibited and will be rejected. No Applicant shall provide, rely on, or include in their Funding Plan under Section 6-5-7(C)(7), any funding which is shared, or in any way associated with, another Applicant’s source or plan for funding. All Controlling Beneficial Owners associated with an Applicant shall be required to attest, subject to criminal penalties for perjury, that they are not affiliated with any other Applicant, and that they do not share common control or funding with any other Applicant as set forth in this Subsection. Submission of a Lottery Phase application in violation of this Subsection shall result in the rejection of all Lottery Phase applications associated with such violation.
- 1. For purposes of this Subsection, “substantially the same ownership” and “Affiliated Entities” are defined as follows:
    - i. “Substantially the same ownership” means that entities share any Controlling Beneficial Owners in common.
    - ii. “Affiliated Entities” means:

- A. A Person having ownership or any level of control in common with an entity, in whole or in part, including, without limitation, an entity's parent corporation, franchisor, licensor, and any subsidiaries or affiliates of such parent corporations; or
  - B. A Person who has a direct business or an immediate familial relationship with another person or a person or entity using the same trade name as another person or entity.
2. Applicants may not transfer an Application to a third party at any time during any stage of the Lottery Phase or Licensing Phase of the application process.
  3. To ensure compliance with the prohibitions of this Subsection, during the first two years following the License issuance date, the Licensee shall not transfer its License, or alter its ownership, ownership structure, name, or trade name.
    - i. The Board may waive this requirement if good cause is shown, and if such waiver will neither undermine the purpose of this Section nor negatively impact the health, safety, or welfare of the Town.
  4. The Board may promulgate rules and regulations as needed to carry out the intent of this Section to ensure and confirm that each Applicant is a wholly separate business owned, operated, funded, and controlled by a wholly separate Person or Entity, with no affiliation to any other Applicant.
- (g) *Completeness Review.* The Town Clerk, or their designee, shall review Lottery Phase applications for completeness as they are received. If a Lottery Phase application is found to be incomplete, the Town Clerk, or their designee, shall notify the Applicant in writing, via email and U.S. mail, of the Application's deficiencies, and the Applicant shall have fifteen (15) days from the date of the deficiency notice to remedy the deficiency(ies). If the Applicant fails to remedy the deficiency(ies) within the specified period, the Town Clerk, or their designee, shall deny the Application and notify the Applicant of the denial.
1. Denial of an Application at the completeness review stage under this Subsection is appealable to the Town Manager by filing an appeal with the Town within ten (10) days of the date the notification of the denial was mailed. The Town Manager shall schedule a hearing within twenty (20) days of the filing of the appeal. The Town shall provide at least seven (7) days' notice to the appellant of the hearing. The Town Manager shall make a determination of the appeal within ten (10) days of the hearing and shall notify the appellant of the decision in writing.
- (h) *Board Review.* At the end of the completeness review period under this Section, including the appeals process thereunder, if any, the Town Clerk, or their designee, shall submit to the Board all Lottery Phase applications determined to be complete. At its next regular public hearing, the Board shall review each complete Lottery Phase application to determine qualification, pursuant to this Section, for entry into the lottery. The Board shall make such determinations and notify each Applicant, in writing, no later than thirty (30) days from such public hearing. Applicants shall qualify for entry into the lottery by



demonstrating, through the Lottery Phase application materials submitted to the Town, that the Applicant possesses sufficient:

1. Knowledge of applicable state and local laws and regulations,
  2. Knowledge of the legal marijuana industry and/or competence in operating a business in another highly regulated industry, and
  3. Professionalism in business plans, operational plans, and other submitted materials.
- (i) *Lottery Selection.* Upon final determination by the Board of all Lottery Phase applications that qualify for entry into the Lottery, the Town shall conduct a random Lottery, subject to Subsection (d) of this Section, to select which Applicant shall proceed with the License Application process under Section 6-5-8.
1. The Town may adopt administrative rules and regulations specifying the policies and procedures for conducting the Lottery.

**Sec. 6-5-8. License Phase Application Requirements**

- (a) *License Phase Application.* No later than sixty (60) days from the date of the Lottery, the Applicant selected in the Lottery shall submit a License Phase application to the Town on forms provided by the Town Clerk and posted on the Town website.
- (b) As part of the License Phase application, the Applicant shall submit, without limitation:
2. A copy of any deed, lease, or contract reflecting the right, or the right conditioned on License approval, of the Applicant to possess and operate a Regulated Marijuana Store at the location specified in the License Phase application.
  3. Updated and comprehensive business plans, tailored to the location specified in the License Phase application, covering all subject areas set forth in Section 6-5-7(c)(9).
  4. Proof of Findings of Suitability issued by the MED for all Licensee Controlling Beneficial Owners.
  5. Proof of submission to MED of a Regulated Marijuana Business License Application.
    - i. The Applicant must also submit to the Town copies of such MED application(s).
  6. Town Sales Tax License
  7. Town Business License
  8. Proof of submission to the Town of a Conditional Use Permit Application pursuant to Town Code 12-2-31(B).

9. If any information about the Applicant has changed since the submission of the Lottery Phase application, the Applicant shall disclose and submit all such updated information with the License Phase application.
  10. Any additional information or documentation that the Board determines to be reasonably related to investigating the Applicant's plans, qualifications, and fitness for operating a Regulated Marijuana Store at the location specified in the License Phase application.
- (c) *License Phase Application Fees.* Along with the License Phase application, the Applicant must submit a License Phase application fee to the Town to cover costs associated with processing, investigating and administering the License Phase application process. The Licensing Phase application fee shall be established by the Town by resolution.
- (d) *Completeness Review.* Within fifteen (15) days of receiving a timely submitted License Phase application, the Town Clerk, or their designee, shall review such application for completeness. If a License Phase application is deemed incomplete, the Town Clerk, or their designee, shall notify the Applicant in writing, via email and U.S. mail, of the application's deficiencies, and the Applicant shall have forty-five (45) days from the date of the deficiency notice to remedy the deficiency(ies). If the Applicant fails to remedy the deficiency(ies) within the specified period, the Town Clerk shall deny the application and notify the Applicant of the denial.
1. Denial of an Application at the completeness review stage under this Subsection is appealable to the Town Manager by filing an appeal with the Town within ten (10) days of the date the notification of the denial was mailed. The Town Manager shall schedule a hearing within twenty (20) days of the filing of the appeal. The Town shall provide at least seven (7) days' notice to the appellant of the hearing. The Town Manager shall make a determination of the appeal within ten (10) days of the hearing and shall notify the appellant of the decision in writing.
  2. If a License Phase application is denied under this Section, the Town shall, within forty-five (45) days of such denial, conduct another Lottery under Section 6-5-7(i) to select another Applicant to proceed with the License Application process under this Section 6-5-8.
    - i. If any information about an Applicant has changed since the submission of their initial Lottery Phase application, the Applicant shall disclose and submit all such updated information prior to entering into the Lottery under this Subsection.
- (e) *Staff Review.* Upon receipt of a completed License Phase application, the Town Clerk, or their designee, shall transmit copies of the application to all Town agencies and staff who the Board determines should participate in the review and investigation of the application.
1. Town staff, or other governmental agencies authorized by the Town, may visit and inspect the property and Licensed Premises of the proposed Regulated Marijuana Store.

2. In investigating the fitness of the Applicant, the Town may obtain criminal history record information furnished by a criminal justice agency subject to any restrictions imposed by such agency. In the event the Town takes into consideration information concerning the Applicant's criminal history record, the Town shall also consider any information provided by the Applicant regarding such criminal history record, including without limitation, evidence of rehabilitation, community service, character references and educational achievements, especially those items pertaining to the period of time between the Applicant's last criminal conviction and the consideration of the License Phase Application.
3. Not more than thirty (30) days from the date the Town Clerk has deemed a License Phase application to be complete, and not less than fourteen (14) days prior to a public hearing held pursuant to Section 6-5-9, the Town Clerk shall report to the Board and the Applicant any findings or recommendations made on the License Phase application as a result of the investigation and review conducted pursuant to this Section.

**Sec. 6-5-9. Public Hearing**

- (a) The Town Clerk shall schedule a public hearing before the Board on the License Phase application.
  1. The public hearing shall be held not less than fourteen (14) days from the date the Town Clerk reported the findings under Section 6-5-8(e)(3).
  2. The public hearing shall only be held after the Town Planning Commission has reported its recommendations to the Board, pursuant to Town Code 12-2-31(B)(3)(a)(3), on the Applicant's Conditional Use Permit application.
- (b) The Town shall post and publish public notice of the hearing not less than fourteen (14) days prior to the hearing. The Town shall give public notice by the posting of a sign in a conspicuous place at the property of the proposed Regulated Marijuana Store, and by publication in a newspaper of general circulation in the Town.

**Sec. 6-5-10. Issuance or Denial of License.**

- (a) For the purpose of voting to approve or deny a License, the Board may consider the facts and evidence adduced as a result of:
  1. The review and investigation under Section 6-5-8(e).
  2. Review and investigation of the License Phase application by the Board.
  3. The recommendations of the Planning Commission.
  4. The testimony and evidence presented by the Applicant at the public hearing under Section 6-5-9, including any written or oral public comments submitted in conjunction therewith.
  5. Any other facts pertinent to the qualifications of the Applicant.

- 
- (b) The Board has the authority to refuse to approve a License for good cause, including without limitation, if the Board has made the following findings:
1. The Applicant has violated, does not meet, or has failed to comply with any of the terms, requirements, conditions, or provisions of the License, the Town Code, the Colorado Marijuana Code, or any applicable state or local law, rule, or regulation.
  2. The Board has determined that the Applicant’s character, record, or reputation is not satisfactory after consideration of factors, which include without limitation:
    - i. The Applicant has knowingly submitted false information, made willful misrepresentations, knowingly committed fraudulent acts, or omitted material facts;
    - ii. The Applicant has a criminal history of crimes of moral turpitude, which may include without limitation murder, burglary, robbery, arson, kidnapping, or sexual assaults;
    - iii. The Applicant has had a professional license, including without limitation a government-issued marijuana license, denied or revoked as a result of violations of law, rule, or regulation, or a finding of bad moral character by a government entity;
    - iv. The Applicant has been found to be currently delinquent in the payment of any state or local taxes, and has shown a pattern of failing to correct such delinquency;
  3. Specific evidence that approving the License will adversely affects the public health, safety, or welfare.
- (c) No later than thirty (30) days from the date of the public hearing under Section 6-5-9, the Board shall issue its decision approving or denying the License. The decision shall be in writing and shall state the reasons for the decision. The Board shall send a copy of the decision, by email and U.S. mail, to the Applicant at the address shown in the application.
- (d) The Board may impose reasonable conditions upon a License.
- (e) After approval of a License, the Board shall not issue the License until:
1. The Licensee has obtained all other required licenses and permits related to the operation of the Regulated Marijuana Store,
  2. The Regulated Marijuana Store building and site is approved for occupancy with such furniture, fixtures and equipment in place as are necessary to comply with the applicable provisions of all state and local laws and regulations, and any License conditions imposed by the Board.
- (f) After approval of a License, the Board, or its designee, shall notify the MED of such approval.

**Sec. 6-5-11. License Renewal**

- (a) A License issued pursuant to this Article shall be valid for a period of one (1) year from the date of issuance and shall be renewed pursuant to this Section. An application for renewal shall be made to the Town Clerk not less than thirty (30) days prior to the date of expiration. The renewal application shall be accompanied by the annual operating fees for the renewal term.
- (b) A public hearing shall be conducted by the Board on the first renewal application of the License.
  - 1. The Board has the authority to refuse to renew a License for good cause, including without limitation, making findings as set forth in Section 6-5-10(b), or as follows:
    - i. A continuing pattern of disorderly conduct or drug-related criminal conduct upon or in the immediate vicinity of the Licensed Premises;
    - ii. A continuing pattern of criminal conduct directly related to or arising from the operation of the Regulated Marijuana Store;
    - iii. An ongoing nuisance condition emanating from or caused by the Regulated Marijuana Store; or
    - iv. The Applicant has failed to comply with any special terms or conditions of the License.
- (c) For all subsequent renewal applications timely filed, the License may be administratively renewed by the Town Clerk; *provided, however*, the Board shall have the discretionary authority to require a renewal hearing.

**Sec. 6-5-12. Contents and Display of License.**

The Licensee shall post the License in a conspicuous location at the Regulated Marijuana Store. A License shall contain at minimum the following information:

- (a) The name and any tradename of the Licensee;
- (b) The date of issuance of the License;
- (c) The street address of the Regulated Marijuana Store;
- (b) Any conditions of approval imposed upon the License by the Board;
- (c) The date of expiration of the License; and
- (d) The signatures of the Licensee and Town Clerk.

**Sec. 6-5-13. Transfer of Ownership & Change in Ownership Structure.**

- (a) For two (2) years from the date of License issuance, a Licensee shall not transfer ownership of the License, except that the Board may waive this requirement if good cause is shown and such waiver will not negatively impact the health, safety, or welfare of the Town.

- (b) For one (1) year from the date of License issuance, a Licensee shall not add any new Controlling Beneficial Owner(s) to its License, except that the Board may waive this requirement if good cause is shown and such waiver will not negatively impact the health, safety, or welfare of the Town.
- (c) In determining whether to permit a transfer of ownership or a change in ownership structure under this Section, the Board shall consider only the requirements of this Article and the Colorado Marijuana Code. The Board may hold a hearing on the application for a transfer of ownership; *provided, however*, that the Board shall not hold a hearing pursuant to this Section until a notice of hearing has been posted as set forth in Section 6-5-9 of this Article on the Licensed Premises for a period of fourteen (14) days, and notice of the hearing has been provided to the Applicant at least fourteen (14) days prior to the hearing. An application fee shall accompany each application for a transfer of ownership, in such amount as is established from time to time by resolution of the Board.

**Sec. 6-5-14. Suspension or revocation.**

- (a) The Board may revoke or elect not to renew any License if it determines that the Licensed Premises has been inactive, without good cause, for at least one (1) year.
- (b) The Board has the authority to impose reasonable sanctions on a License and/or Licensee for violation by the Licensee, or any of its owners, agents, operators, employees, or contractor's, of the provisions of this Article, the Town Code, the Colorado Marijuana Code, or of any of the terms, conditions or provisions of the License.
  - 1. Sanctions may include, without limitation:
    - a. Suspension,
    - b. Fine,
    - c. Revocation, and/or
    - d. Probation.
  - 2. Prior to imposing any sanction under this Subsection, the Board shall conduct an investigation into the alleged violation and hold a public hearing at which the Licensee shall be afforded an opportunity to be heard.
  - 3. The Board has the power to administer oaths and issue subpoenas to require the presence of persons and the production of papers, books and records necessary to conduct a public hearing pursuant to this Subsection.
  - 4. Any License may be summarily suspended by the Board without notice pending a prosecution, investigation or public hearing pursuant to the Summary Suspension provisions of the Colorado Marijuana Code, 1 CCR §212-3(8-210(A)).
- (c) Whenever a decision of the Board suspending a license for fourteen (14) days or less becomes final, the Licensee may, before the operative date of the suspension, petition for permission to pay a fine in lieu of suspension for all or part of the suspension period. Upon the receipt of the petition, the Board may, in its sole discretion, stay the proposed suspension and cause any investigation to be made which it deems desirable and may, in its sole discretion, grant the petition if the Board is satisfied that such a grant will not

negatively impact the health, safety, or welfare of the Town, and that the payment of the fine will achieve the desired disciplinary purpose(s).

**Sec. 6-5-15. Penalty.**

Failure to comply with the provisions of this Article shall constitute a violation of the Town Code, and, in addition to being grounds for denial, suspension, revocation, fine, probation, or other License sanction pursuant to Section 6-5-14, such violation may be punished by a civil penalty in an amount not exceeding the maximum fine provided in Section 1-4-10 of the Town Code. Proceedings for the determination of such civil liability and imposition of such civil penalty shall be conducted in the Town Municipal Court in the same manner as proceedings relating to noncriminal traffic infractions, in accordance with the provisions of Article 1 of Chapter 8 of the Town Code. In no case shall any defendant found guilty of any violation of this Article be punished by imprisonment for such violation.

**Sec. 6-5-16. Incorporation of state law.**

The provisions of the Colorado Marijuana Code, and any rules and regulations promulgated thereunder, are incorporated herein by reference, except to the extent that more restrictive or additional regulations are set forth in this Article.

**Sec. 6-5-17. Licensee Acknowledgements.**

Before issuing a License, the Board shall obtain written confirmation from the Licensee that the Licensee acknowledges, understands, and agrees to the following:

- (a) As of the date of the adoption of this Article, the cultivation, sale, possession, distribution and use of marijuana remains a violation of federal law, and this Article does not provide Licensee, or Licensee’s owners, agents, operators, employees, customers or clients, with any protection from criminal prosecution or civil liability under such federal law. Licensees and their owners, operators, employees, customers and clients assume any and all risk and liability under federal law arising or resulting from the operation of the Regulated Marijuana Store.
- (b) The Town has no liability to a Licensee or any other Person for injuries, damages or liabilities of any kind, under any legal theory, arising out of the enforcement or application of any federal laws.
- (c) To the greatest extent permitted by law, any action taken under the provisions of this Article by any public officers, elected or appointed officials, employees, attorneys and agents of the Town, is not a personal liability of such person or of the Town.
- (d) Any documents and records submitted to the Town in regards to an application or License under this Article may be subject to disclosure pursuant to the Colorado Open Records Act.



**GRAND LAKE BOARD OF TRUSTEES WORKSHOP AND MEETING MINUTES**

**Monday, February 13, 2023, at 6:00 PM**

**Town Hall Board Room – 1026 Park Avenue**

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

**EVENING MEETING 6:00 PM**

**A. Call to Order**

The regular meeting of the Board of Trustees was called to order by Mayor Kudron at 6:27 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, Bergquist, Packer, Strachan, and Sobon were present. Mayor Pro-Tem Bjorkman appeared via Zoom for the workshop. Town Clerk Carrell and Town Manager Crone.

Trustee Strachan made a motion to excuse Mayor Pro-Tem Bjorkman’s absence from the evening meeting. Trustee Sobon seconded the motion. Town Clerk Carrell called the vote:

<b>Mayor Kudron</b>	<b>Aye</b>
<b>Mayor Pro-Tem Bjorkman</b>	<b>Absent</b>
<b>Trustee Bergquist</b>	<b>Aye</b>
<b>Trustee Arntson</b>	<b>Aye</b>
<b>Trustee Strachan</b>	<b>Aye</b>
<b>Trustee Packer</b>	<b>Aye</b>
<b>Trustee Sobon</b>	<b>Aye</b>

**E. Conflicts of Interest**

None.

**F. Manager's Report**

Winter Issues

Winter is here. Please be careful on snowy roads and remember that you cannot push your snow into the Town’s right-of-way unless you have received permission from Town staff.

Winter is difficult for wildlife, if you encounter any of our local wildlife, please give it a wide berth and let it work on surviving the season.

If you plan on snowmobiling in Grand Lake, make sure that you are familiar with the rules and regulations. They can all be found in Chapter 7, Article 7 of the Town code.

Ice Rink

The Ice Rink is now open. We have been running the Zamboni and we have the lights set up.

Snow Plowing

Winter is in full force, and we will have plows out on our streets most days. Please be careful when driving around our workers and please keep an eye out for pedestrians.



As a reminder, the plow drivers cannot avoid creating berms across driveways and walkways. It is the responsibility of the homeowners to shovel this snow

Upcoming Events

The Ice Addiction fishing tournament and the Snowmobile for Life Poker Run will be held this Saturday (February 18). We will be closing Grand Avenue in front of Town Park to allow the Flight for Life to land.

Grand Lake Center

The group fitness room is completed and being used to house classes. The golf simulator room is mostly completed. The simulator is now working and has been seeing a lot of use. Contact the GLC office to reserve a tee time.

New Public Works Employee

The Town just hired Logan Cross to join our Public Works team. This brings us to a full staffing level in the department.

Staff Training

All staff members have now taken the first of their general safety and training courses. We will continue to take at least one class a month. Taking these classes will significantly reduce our insurance costs. These classes do not replace the professional training that each employee is encouraged to take.

We are also working on getting all of our Public Works guys certified with CDLs. They will be attending a course at Ames Community College in Greeley to complete their licenses.

Housing Fair

The Town is putting together a housing fair on February 23<sup>rd</sup> in the Community House. We have experts coming in from the county, the state and private industry. This fair will provide valuable information for any of our local workers who are either looking to buy a home or rent a home in the area.

Ride the Rockies

The Town has begun planning for Ride the Rockies which will be coming into town on Tuesday, June 13. This year's route will bring the riders over Trail Ridge Road from Estes Park into Grand Lake. After spending the night here, the riders will continue to Winter Park.

New Lawsuit

The Sifkes (1029 Park Ave.) have filed a lawsuit against the Town, the County, NV5, and Kleinfelder Engineering claiming that the construction of Park Ave. changed the grade to such an extent that their yard cannot properly drain, and, as a result, their home has been damaged (they also filed a claim that the EV Stations caused them harm). CIRSA is paying for the Town's defense counsel. It is the Town's position, that the Siefkes' own alterations to their property and lack of general maintenance resulted in any damage that might have occurred. The Town has pictures showing that water pools on the property without ever reaching the Town right-of-way.

Next Meeting

The next scheduled meeting will be held in three weeks. It is scheduled on February 27, 2023. At that workshop, we will review the first draft of our marijuana ordinance.

**G. Public Comments (Limited to 3 Minutes)**

None.

**H. Consideration to Approve Meeting Minutes**

**4. January 23, 2023**

Trustee Arntson made a motion to approve the meeting minutes for January 23, 2023. Trustee Strachan seconded the motion. Town Clerk Carrell called the vote:

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

**I. Consideration to Approve Accounts Payable**

**5. February 13, 2023**

Trustee made a motion to approve accounts payable for February 13, 2023. Trustee seconded the motion. Town Clerk Carrell called the vote:

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

**J. Items of Discussion**

**1. Quasi-Judicial (Public Hearing): Consideration to Approve a Hotel & Restaurant Liquor License for Not-Cho Mamas**

Mayor Kudron opened for public hearing.

Presented by Town Clerk Carrell.

No comments made.

Mayor Kudron closed the public hearing.

Trustee Packer made a motion to approve a Hotel & Restaurant Liquor License for Not-Cho Mamas. Trustee Arntson seconded the motion. Town Clerk Carrell called the vote:

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

**2. Consideration of Resolution 06-2023, Adopting a Supplemental Budget for FY2022**

Presented by Town Treasurer Wilson.

Trustee Strachan made a motion to approve a Resolution 06-2023, adopting a supplemental budget for FY2022. Trustee Sobon seconded the motion. Town Clerk Carrell called the vote:

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

**3. Consideration of Resolution 07-2023, Adopting a Supplemental Budget for FY2023**

Presented by Town Treasurer Wilson.

Trustee Strachan made a motion to approve a Resolution 07-2023, adopting a supplemental budget for FY2022. Trustee Bergquist seconded the motion. Town Clerk Carrell called the vote:

<b>Mayor Kudron</b>	<b>Aye</b>
<b>Mayor Pro-Tem Bjorkman</b>	<b>Absent</b>
<b>Trustee Bergquist</b>	<b>Aye</b>
<b>Trustee Arntson</b>	<b>Aye</b>
<b>Trustee Strachan</b>	<b>Aye</b>
<b>Trustee Packer</b>	<b>Aye</b>
<b>Trustee Sobon</b>	<b>Aye</b>

**4. Quasi-Judicial (Public Hearing): Daven Haven Planned Development Amendment #3 Continued to March 13th, 2023**

No action taken.

**5. Consideration of Approval of an MOU with the Grand Foundation for a Windy Gap Environmental Fund**

Presented by Town Community Development Director White.

Trustee Strachan made a motion for Mayor Kudron to sign an MOU with the Grand Foundation for a Windy Gap Environmental Fund. Trustee Arntson seconded the motion. Town Clerk Carrell called the vote:

<b>Mayor Kudron</b>	<b>Aye</b>
<b>Mayor Pro-Tem Bjorkman</b>	<b>Absent</b>
<b>Trustee Bergquist</b>	<b>Aye</b>
<b>Trustee Arntson</b>	<b>Aye</b>
<b>Trustee Strachan</b>	<b>Aye</b>
<b>Trustee Packer</b>	<b>Aye</b>
<b>Trustee Sobon</b>	<b>Aye</b>

**K. Future Items for Consideration**

- Contracts for Approval
- Community House Recognition for the Grand Lake Area Historical Society.
- Snowmobile and Camper Trailers Parked in Town
- Dog Park

**L. Mayor's Report**

Mayor Kudron praised everyone for working so hard on our water. This lake is so much more than a body of water, it represents what the Head Waters is about.

**M. Executive Session Pursuant to C.R.S. 24-6-402(4)(f)(1) to Discuss Personnel Matters Related to the Town Manager's Contract Except if the Town Manager Requests an Open Meeting**

Trustee Arntson made a motion to move into Executive Session Pursuant to C.R.S. 24-6-402(4)(f)(1) to discuss personnel matters related to the Town Manager's contract except if the Town Manager requests an open meeting. Trustee Strachan seconded the motion. Town Clerk Carrell called the vote:

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

**N. Adjourn Meeting**

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

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

This meeting of the Board of Trustees was adjourned at 8:16 PM.

(Attest)

\_\_\_\_\_  
Alayna Carrell, Town Clerk

\_\_\_\_\_  
Stephan Kudron, Mayor



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

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

Town of Grand Lake Balances as of 01/31/23

**BANK CASH BALANCES**

ColoTrust	\$3,674,794.81
CSAFE	\$779,329.28
UBB	\$436,594.62
US Bank	\$397,977.63
CBC - Bank Midwest	\$1,769,027.22
<b>TOTAL</b>	<b>\$7,057,723.56</b>

**FUND CASH BALANCES**

General fund	\$ 3,546,012.32
Water fund	\$ 2,135,622.11
Marina fund	\$ 773,103.82
PAYT fund	\$ 184,724.21
Capital Improvement fund	\$ 572,245.32
<b>TOTAL</b>	<b>\$ 7,211,707.78</b> Diff is AP & AR

**COMMITTED FUNDS**

Parking Fee-In-Lieu	\$ -
Cemetery Funds	\$ 99,488.09
Conservation Trust Funds	\$ 38,555.06
Attainable Housing Fund	\$ 234,501.93
Emergency Reserves	\$ 80,400.00
<b>TOTAL</b>	<b>\$ 452,945.08</b> balances are adjusted at year end

**LIABILITIES over \$50K**

COP	\$ 1,389,937.00
DWRF	\$ 1,257,945.86
BONDS	\$ 3,455,000.00
<b>TOTAL</b>	<b>\$ 6,102,882.86</b>

Town of Grand Lake Pre Paida and Transfer for January 2023

<b>Company</b>	<b>Date</b>	<b>Amount</b>
Paychex Payroll	1/15/2023	\$ 44,680.13
Paychex Payroll Taxes	1/15/2023	\$ 18,673.09
ICMA Retirement	1/15/2023	\$ 6,062.27
Paychex Payroll	1/31/2023	\$ 45,018.40
Paychex Payroll Taxes	1/31/2023	\$ 14,547.51
ICMA Retirement	1/31/2023	\$ 5,792.44
Hartford life/AD&D Insurance	1/12/2023	\$ 37.03
Health Saving Reimbursement	1/10/2023	\$ 487.94
Health Saving Reimbursement	1/18/2023	\$ 358.57
Health Saving Reimbursement	1/24/2023	\$ 272.75
Health Saving Reimbursement	1/31/2023	\$ 319.00
Hartland credit card fee fom Marina	1/1/2022	\$ 129.00
CEBT - Health ins	1/18/2023	\$ 23,709.85

**Bank Transfers**

<b>From</b>	<b>To</b>	<b>Date</b>	<b>Amount</b>
UBB Money Market	US Bank Payroll	1/12/2023	\$ 100,000.00
UBB Money Market	US Bank Payroll	1/26/2023	\$ 80,000.00
UBB Money Market	UBB Operating	1/9/2023	\$ 250,000.00
UBB Money Market	UBB Operating	1/17/2023	\$ 177,748.58
UBB Money Market	UBB Operating	1/24/2023	\$ 39,000.00

TOWN OF GRAND LAKE

Section 10, Item A.

GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL  
For the Month Ended March 2022- Unadjusted

Revenues	Original Budget	Actual Amounts	Variance with Budget - Positive (Negative)	%	Notes
<b>Taxes</b>					
Property Tax	\$ 396,973	\$ 28,844	\$ (368,129)	7.3	
Specific Ownership Tax	15,000	1,633	(13,367)	10.9	
General Sales Tax	2,337,968	-	(2,337,968)	-	Sales tax revenues run 2 months behind
Building Use Tax	25,000	-	(25,000)	-	Adjustments usually done at end of year
Motor Vehicle Use Tax	40,000	-	(40,000)	-	
Cigarette Tax	3,000	-	(3,000)	-	tax revenues run 2 months behind
Franchise Tax	75,000	3,087	(71,913)	4.1	Quarterly payments
Subtotal Taxes	2,892,941	33,564	(2,859,377)	1.2	
<b>Licenses &amp; Permits</b>					
Business Licenses	30,000	328	(29,673)	1.1	annual event
Rental Licenses	50,000	33,600	(16,400)	67.2	annual event for STR license
Liquor License	3,750	204	(3,546)	5.4	
Other Licenses	3,175	305	(2,870)	9.6	sign, grading, animal, boardwalk permits
Subtotal Licenses & Permits	86,925	34,436	(52,489)	39.6	
<b>Intergovernmental</b>					
County Road and Bridge	9,520	-	(9,520)	-	Quarterly revenue
Grants	250,000	-	(250,000)	-	
Highway Users Tax	31,952	-	(31,952)	-	tax revenues run 2 months behind
Conservation Trust Fund	3,000	-	(3,000)	-	Quarterly revenue
Other Intergovernmental	1,000	-	(1,000)	-	State severance tax and federal mineral funds
Subtotal Intergovernmental	295,472	-	(295,472)	-	
<b>Charges for Services</b>					
Attainable Housing Fee	2,000	-	(2,000)	-	Part of the building application fees
Zoning and Subdivision Review	2,000	-	(2,000)	-	
Cemetery	12,000	-	(12,000)	-	Perpetual fees
Grand Lake Center	67,000	13,923	(53,077)	20.8	Memberships, rec fees, rental income
Other Charges for Services	17,000	938	(16,062)	5.5	EV charging rev and nightly rental app fee and fuel surcharges
Subtotal Charges for Services	100,000	14,861	(85,139)	14.9	
<b>Fines and Forfeitures</b>	1,500	-	(1,500)	-	Ordinances and parking fines
<b>Fees and Leases</b>	2,500	625	(1,875)	25.0	Quarterly payment for Chamber rent
<b>Net Investment Income</b>	10,000	4,574	(5,426)	45.7	interest income
<b>Contributions</b>	-	-	-	-	
<b>Other Revenue</b>	4,002	15,333	11,331	383.1	sale of vehicles & event fees
<b>Capital Specific Revenue</b>	227,241	214,871	(12,370)	94.6	
<b>Total Revenues</b>	\$ 3,620,581	\$ 318,264	\$ (3,302,317)	8.8	



TOWN OF GRAND LAKE

Section 10, Item A.

GENERAL FUND  
 STATEMENT OF REVENUES, EXPENDITURES  
 AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL  
 For the Month Ended March 2022- Unadjusted

Expenditures	Original Budget	Actual Amounts	Variance with Budget - Positive (Negative)	%	
<b>Current:</b>					
<b>Boards and Committees</b>					
Board of Trustees	\$ 111,950	13,491	\$ 98,459	12.1	Community grants and donations
Cemetery Committee	8,000	-	8,000	-	
Planning Commission & Board of Ac	41,600	1,882	39,718	4.5	Consultant & training
Greenways Committee	68,918	-	68,918	-	Town flowers, planters, Arbor day
Subtotal Boards and Committees	230,468	15,373	215,095	6.7	
<b>Administration</b>					
Personnel	555,541	53,648	501,893	9.7	wages and benefits
Supplies	40,000	1,723	38,277	4.3	office supplies
Repairs and Maintenance	17,200	143	17,057	0.8	
Purchased Services	66,350	8,473	57,877	12.8	postage, computer services, building maint
Utility Services	20,500	2,463	18,037	12.0	Water and Sewer are billed quarterly
Professional Services	49,000	765	48,235	1.6	Legal
Marketing	136,732	33,089	103,643	24.2	Quarterly contribution to Chamber and county treasure fee
Other	129,150	15,246	113,904	11.8	Quarterly property insurance
MSOB Grant Expenses	-	-	-	-	
Subtotal Administration	1,014,473	115,550	898,923	11.4	
<b>Economic Development Grants</b>	135,000	100,000	35,000	74.1	
<b>Public Safety</b>					
Personnel	-	-	-	-	
Purchased Services	277,858	-	277,858	-	Dispatch and Sheriff annual contract
Subtotal Public Safety	277,858	-	277,858	-	
<b>Public Works</b>					
Personnel	570,265	70,067	500,198	12.3	Wages and benefits - Comp time payout
Supplies	23,000	344	22,656	1.5	
Repairs and Maintenance	275,500	6,506	268,994	2.4	
Purchased Services	22,440	1,256	21,184	5.6	
Utility Services	43,700	2,283	41,417	5.2	
Professional Services	5,000	-	5,000	-	
Other	10,000	500	9,500	5.0	

TOWN OF GRAND LAKE

Section 10, ItemA.

GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL  
For the Month Ended March 2022- Unadjusted

	\$ 949,905	\$ 80,955	\$ 868,950	8.5	
	Original Budget	Actual Amounts	Variance with Budget - Positive (Negative)	%	
Subtotal Public Works					
<b>Expenditures</b>					
<b>Grand Lake Center</b>					
Personnel	\$ 216,272	\$ 17,145	\$ 199,127	7.9	Wages and benefits
Supplies	7,700	568	7,132	7.4	
Repairs and Maintenance	47,458	63	47,395	0.1	
Purchased Services	-	-	-	-	
Utility Services	43,300	3,274	40,026	7.6	
Professional Services	5,600	1,184	4,416	21.1	Computer Service
Other	45,300	3,289	42,011	7.3	Marketing, Training, Insurance
Subtotal Grand Lake Center	365,630	25,523	340,107	7.0	
<b>Parks</b>					
Personnel	79,692	-	79,692	-	Wages and benefits
Supplies	42,500	17	42,483	0.0	Cleaning and bathroom supplies
Repairs and Maintenance	129,760	536	129,224	0.4	
Purchased Services	-	-	-	-	
Utility Services	24,040	3,109	20,931	12.9	
Professional Services	-	-	-	-	
Other	10,000	-	10,000	-	
Parks Capital	250,000	96,438	153,562	38.6	docks
Subtotal Parks	535,992	100,099	435,893	18.7	
<b>Capital Outlay</b>	277,500	17,723	259,777	6.4	
<b>Debt service</b>					
Lease Principal	90,000	-	90,000	-	COP
Lease Interest	39,615	-	39,615	-	COP
Subtotal Debt Service	129,615	-	129,615	-	
<b>Reserves</b>	-	-	-	-	
<b>Total Expenditures</b>	3,916,441	455,224	3,461,217	11.6	
<b>Net Balance*</b>	(295,860)	(136,960)	158,900		

\*Excess Revenues Over (Under) Expenditures

TOWN OF GRAND LAKE

Section 10, Item A.

CAPITAL IMPROVEMENT FUND  
 SCHEDULE OF REVENUES, EXPENDITURES  
 AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL  
 For the Month Ended March 2022- Unadjusted

Revenues	Original Budget	Actual Amounts	Variance with Budget - Positive (Negative)	%	Notes
Taxes					
General Sales Tax	\$ 584,250	\$ -	\$ (584,250)	-	tax revenues run 2 months behind
Subtotal Taxes	584,250	-	(584,250)	-	
Intergovernmental					
Grants	-	-	-	-	
Other Intergovernmental	-	-	-	-	
Subtotal Intergovernmental	-	-	-	-	
Other Revenue	-	-	-	-	
Net Investment Income	6,000	2,815	(3,185)	46.9	
<b>Total Revenues</b>	<b>590,250</b>	<b>2,815</b>	<b>(587,435)</b>	<b>0.5</b>	
<b>Expenditures</b>					
Grant Expenses	-	-	-	-	
Operations	300	-	(300)	-	
Capital Outlay	-	-	-	-	
Debt service					
Bond Principal	120,000	-	(120,000)	-	
Bond Interest	157,050	-	(157,050)	-	
Subtotal Debt Service	277,050	-	(277,050)	-	
Reserves	-	-	-	-	
<b>Total Expenditures</b>	<b>277,350</b>	<b>-</b>	<b>(277,350)</b>	<b>-</b>	
<b>Net Balance*</b>	<b>312,900</b>	<b>2,815</b>	<b>(310,085)</b>		

\*Excess Revenues Over (Under) Expenditures

TOWN OF GRAND LAKE

Section 10, Item A.

WATER FUND  
 SCHEDULE OF REVENUES, EXPENDITURES  
 AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL  
 For the Month Ended March, 2022 - Unadjusted

	Original Budget	Actual Amounts	Variance with Budget - Positive (Negative)	%	Notes
<b>Revenues</b>					
Water Sales	\$ 675,000	\$ 161,858	\$ (513,142)	24.0	Billed quarterly
Tap Fees	32,500	-	(32,500)	-	
Resale Meters	3,000	677	(2,323)	22.6	New meters purchased
Bulk Water Permits	500	-	(500)	-	
Miscellaneous	-	-	-	-	
Sale of Assets	-	-	-	-	
Interest Income	10,000	6,292	(3,708)	62.9	
Reimbursement Income	-	-	-	-	
Capital Lease Proceeds	-	-	-	-	
<b>Total Revenues</b>	<b>721,000</b>	<b>168,827</b>	<b>(552,173)</b>	<b>23.4</b>	
<b>Expenditures</b>					
Personnel	390,689	24,221	(366,468)	6.2	Wages and Benefits - Down an employee
Office Supplies	33,000	-	(33,000)	-	
Operations Supplies	17,300	941	(16,359)	5.4	
Repairs and Maintenance	45,850	1,925	(43,925)	4.2	
Resale Supplies	6,150	6,608	458	107.5	water meters purchased
Purchased Services	23,000	2,835	(20,165)	12.3	
Utilities	32,500	1,590	(30,910)	4.9	Water and Sewer are billed quarterly
Professional Services	8,600	-	(8,600)	-	
Other Expenses	20,100	4,143	(15,957)	20.6	Quarterly property insurance
Capital Contingency	-	-	-	-	
Debt Service-Principal	69,977	-	(69,977)	-	
Debt Service-Interest	24,811	-	(24,811)	-	
<b>Total Expenditures</b>	<b>671,977</b>	<b>42,262</b>	<b>(629,715)</b>	<b>6.3</b>	
<b>Net Balance*</b>	<b>49,023</b>	<b>126,565</b>	<b>77,542</b>		

TOWN OF GRAND LAKE

Section 10, Item A.

MARINA FUND  
 SCHEDULE OF REVENUES, EXPENDITURES  
 AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL  
 For the Month Ended March 2022-Unadjusted

	Original Budget	Actual Amounts	Variance with Budget - Positive (Negative)	%	Notes
<b>Revenues</b>					
Marina Rentals	\$ 300,000	\$ -	\$ (300,000)	-	
Tours	55,000	-	(55,000)	-	
Space Rentals	8,084	-	(8,084)	-	
Miscellaneous	1,000	-	(1,000)	-	
Interest Income	4,000	1,642	(2,358)	41.0	
Sale of Assets	-	-	-	-	
Total Revenues	368,084	1,642	(366,442)	0.4	
<b>Expenditures</b>					
Personnel	264,059	7,461	256,598	2.8	Wages and benefits
Office Supplies	1,100	-	1,100	-	
Operations Supplies	15,000	-	15,000	-	
Fireworks	45,000	-	45,000	-	
Repairs and Maintenance	17,500	-	17,500	-	
Permits and Fees	1,000	-	1,000	-	
Purchased Services	13,575	569	13,006	4.2	
Utilities	3,163	370	2,793	11.7	Water and Sewer are billed quarterly
Professional Services	2,000	-	2,000	-	
Other Expenses	11,301	888	10,413	7.9	
Capital Outlay	80,000	-	80,000	-	
Total Expenditures	453,698	9,289	444,409	2.0	
<b>Net Balance*</b>	(85,614)	(7,647)	(77,967)		

TOWN OF GRAND LAKE

Section 10, Item A.

PAY AS YOU THROW FUND  
 SCHEDULE OF REVENUES, EXPENDITURES  
 AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL  
 For the Month Ended March 2022- UNADJUSTED

	Original Budget	Actual Amounts	Variance with Budget - Positive (Negative)	%	Notes
<b>Revenues</b>					
Bag Sales	\$ 79,000	\$ 2,554	\$ (76,446)	3.2	
Interest Income	\$ 300	-	(300)	-	adjusted at year end
Total Revenues	79,300	2,554	(76,746)	3.2	
<b>Expenditures</b>					
Operations Supplies	8,800	-	8,800	-	PAYT bags
Repairs and Maintenance	25,000	8	24,992	0.0	usually a end of year adjustment
Purchased Services	36,950	2,234	34,716	6.0	Dumpster service
Professional Services	450	-	450		
Other Expenses	866	-	866	-	
Capital Outlay	20,000	-	20,000	-	
Total Expenditures	92,066	2,242	89,824	2.4	
<b>Net Balance*</b>	(12,766)	312	(13,078)		

TOWN OF GRAND LAKE  
COMBINED CASH INVESTMENT  
JANUARY 31, 2023

COMBINED CASH ACCOUNTS

01-102000	USB CHECKING - PAYROLL	153,265.04
01-104000	2019 UBB MONEY MARKET	382,360.96
01-104500	2019 UBB CHKG - OPERATIONS	215,239.00
01-106000	RETURNED CHECK CLEARING ACCT	.00
01-106500	BANK MIDWEST	1,770,950.47
01-107500	UTILITY CASH CLEARING ACCT	341.79
01-107600	AR CASH CLEARING ACCT	( 3,605.31)
	TOTAL COMBINED CASH	2,518,551.95
01-100000	CASH ALLOCATED TO OTHER FUNDS	( 2,518,551.95)
	TOTAL UNALLOCATED CASH	.00

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	1,873,044.53
20	ALLOCATION TO WATER FUND	269,484.46
40	ALLOCATION TO MARINA FUND	348,016.71
50	ALLOCATION TO PAY-AS-YOU-TROW FUND	184,674.21
90	ALLOCATION TO CAPITAL IMPROVEMENT FUND	( 156,667.96)
	TOTAL ALLOCATIONS TO OTHER FUNDS	2,518,551.95
	ALLOCATION FROM COMBINED CASH FUND - 01-100000	( 2,518,551.95)
	ZERO PROOF IF ALLOCATIONS BALANCE	.00

Section 10, Item A.

TOWN OF GRAND LAKE  
 BALANCE SHEET  
 JANUARY 31, 2023

GENERAL FUND

<u>ASSETS</u>		
10-100000	CASH IN COMBINED CASH FUND	1,873,044.53
10-103000	CSAFE	202,043.51
10-103100	CSAFE - CORE	507,824.86
10-109100	COLOTRUST	963,029.72
10-116000	PETTY CASH	100.00
10-116500	GLC PETTY CASH	100.00
10-116501	AFTER SCHOOL PROG PETTY CASH	402.59
10-117000	ACCOUNTS RECEIVABLE	( 62,966.31)
10-117100	PROPERTY TAXES RECEIVABLE	402,753.00
10-117500	ACCOUNTS RECIVABLE - AR	7,970.99
10-123000	FUEL AR - FUEL PAYMENTS	( 518.23)
10-129000	UNLEADED GAS INVENTORY	8,689.23
10-130000	DIESEL INVENTORY	19,481.11
10-131000	DUE FROM WATER FUND	.00
10-131001	DUE FROM MARINA FUND	.00
10-131002	DUE FROM PAYT	.00
10-143100	GF PREPAID EXPENSES	.00
10-143500	GLC PREPAID EXPENSES	.00
10-149000	DEPOSITS PAID BY THE TOWN	.00
		3,921,955.00
	<u>TOTAL ASSETS</u>	3,921,955.00
	<u>LIABILITIES AND EQUITY</u>	

8 % OF THE FISCAL YEAR HAS ELAPSED

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Section 10, Item A.

TOWN OF GRAND LAKE  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 1 MONTHS ENDING JANUARY 31, 2023

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	%
<u>GENERAL TAXES</u>						
10-311-100	PROPERTY TAXES	28,843.56	28,843.56	396,673.00	367,829.44	7.3
10-311-110	SPECIFIC OWNERSHIP	1,633.01	1,633.01	15,000.00	13,366.99	10.9
10-311-120	INTEREST & PENALTY-PROP TAXES	.00	.00	300.00	300.00	.0
10-311-130	MOTOR VEHICLE USE & SALES TAX	.00	.00	40,000.00	40,000.00	.0
10-311-140	SALES TAX	.00	.00	2,337,968.00	2,337,968.00	.0
10-311-150	BUILDING USE TAX	.00	.00	25,000.00	25,000.00	.0
10-311-160	CIGARETTES-SELECT SALES TAX	.00	.00	3,000.00	3,000.00	.0
	<b>TOTAL GENERAL TAXES</b>	<b>30,476.57</b>	<b>30,476.57</b>	<b>2,817,941.00</b>	<b>2,787,464.43</b>	<b>1.1</b>
<u>UTILITY FRANCHISE TAX</u>						
10-316-170	CABLE FRANCHISE	.00	.00	20,000.00	20,000.00	.0
10-316-171	TELEPHONE FRANCHISE	261.65	261.65	5,000.00	4,738.35	5.2
10-316-172	ELECTRIC FRANCHISE	.00	.00	35,000.00	35,000.00	.0
10-316-173	NATURAL GAS FRANCHISE	2,825.36	2,825.36	15,000.00	12,174.64	18.8
	<b>TOTAL UTILITY FRANCHISE TAX</b>	<b>3,087.01</b>	<b>3,087.01</b>	<b>75,000.00</b>	<b>71,912.99</b>	<b>4.1</b>
<u>LICENSES &amp; PERMITS</u>						
10-321-100	LIQUOR LICENSE	203.75	203.75	3,750.00	3,546.25	5.4
10-321-120	SALES TAX LICENSE \$5	275.00	275.00	425.00	150.00	64.7
10-321-130	MOTOR VEHICLE LICENSE (RURAL)	.00	.00	2,000.00	2,000.00	.0
10-321-140	SIGN PERMIT	.00	.00	100.00	100.00	.0
10-321-150	GRADING PERMIT	.00	.00	50.00	50.00	.0
10-321-160	ANIMAL LICENSE	30.00	30.00	50.00	20.00	60.0
10-321-170	ENCROACHMENT PERMIT/LICENSE	.00	.00	400.00	400.00	.0
10-321-175	BUSINESS LICENSE COMMISSION	327.50	327.50	30,000.00	29,672.50	1.1
10-321-180	NIGHTLY RENTAL LICENSE \$600	33,600.00	33,600.00	50,000.00	16,400.00	67.2
10-321-190	BOARDWALK SALES PERMIT	.00	.00	150.00	150.00	.0
	<b>TOTAL LICENSES &amp; PERMITS</b>	<b>34,436.25</b>	<b>34,436.25</b>	<b>86,925.00</b>	<b>52,488.75</b>	<b>39.6</b>
<u>GRANTS</u>						
10-334-900	GRANTS - OTHER	.00	.00	250,000.00	250,000.00	.0
	<b>TOTAL GRANTS</b>	<b>.00</b>	<b>.00</b>	<b>250,000.00</b>	<b>250,000.00</b>	<b>.0</b>

8 % OF THE FISCAL YEAR HAS ELAPSED

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Section 10, Item A.

TOWN OF GRAND LAKE  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 1 MONTHS ENDING JANUARY 31, 2023

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	%
<u>INTERGOVERNMENTAL</u>						
10-335-130	GRAND CNTY ROAD & BRIDGE	.00	.00	9,520.00	9,520.00	.0
10-335-200	HIGHWAY USER TAX FUND	.00	.00	31,952.00	31,952.00	.0
10-335-800	CONSERVATION TRUST FUND	.00	.00	3,000.00	3,000.00	.0
10-335-900	OTHER INTERGOVERNMENTAL	.00	.00	1,000.00	1,000.00	.0
	<b>TOTAL INTERGOVERNMENTAL</b>	<b>.00</b>	<b>.00</b>	<b>45,472.00</b>	<b>45,472.00</b>	<b>.0</b>
<u>CHARGES FOR SERVICES</u>						
10-341-200	CEMETERY	.00	.00	12,000.00	12,000.00	.0
10-341-202	CEMETERY GRANTS & DONATIONS	.00	.00	.00	.00	.0
10-341-300	ZONING & SUBDIVISION REVIEW	.00	.00	2,000.00	2,000.00	.0
10-341-400	ATTAINABLE HOUSING FEE	.00	.00	2,000.00	2,000.00	.0
10-341-500	EV CHARGING STATION	.00	.00	4,000.00	4,000.00	.0
10-341-600	FUEL DEPOT SURCHARGE	269.82	269.82	2,000.00	1,730.18	13.5
10-341-700	COPIES/FAXES/SODA	8.00	8.00	.00	( 8.00)	.0
10-341-850	NIGHTLY RENTAL APP FEE \$165	660.00	660.00	5,000.00	4,340.00	13.2
10-341-900	CEMETERY EXCAVATING FEE	.00	.00	6,000.00	6,000.00	.0
	<b>TOTAL CHARGES FOR SERVICES</b>	<b>937.82</b>	<b>937.82</b>	<b>33,000.00</b>	<b>32,062.18</b>	<b>2.8</b>
<u>GRAND LAKE CENTER REVENUES</u>						
10-350-101	GL CENTER - RENTAL FEES	4,420.00	4,420.00	15,000.00	10,580.00	29.5
10-350-111	GL CENTER - (T) MERCH SALES	.00	.00	.00	.00	.0
10-350-115	GL CENTER - (N) MERCH SALES	.00	.00	.00	.00	.0
10-350-121	GL CENTER - MEMBERSHIPS	6,813.00	6,813.00	40,000.00	33,187.00	17.0
10-350-131	GL CENTER - REC FEES	1,906.00	1,906.00	12,000.00	10,094.00	15.9
10-350-132	GL CENTER GOLF SIM REVENUE	.00	.00	.00	.00	.0
10-350-201	GL CENTER - DONATIONS	784.00	784.00	.00	( 784.00)	.0
	<b>TOTAL GRAND LAKE CENTER REVENUES</b>	<b>13,923.00</b>	<b>13,923.00</b>	<b>67,000.00</b>	<b>53,077.00</b>	<b>20.8</b>
<u>FINES AND FORFEITURES</u>						
10-351-100	ORDINANCE/TRAFFIC FINES	.00	.00	1,500.00	1,500.00	.0
	<b>TOTAL FINES AND FORFEITURES</b>	<b>.00</b>	<b>.00</b>	<b>1,500.00</b>	<b>1,500.00</b>	<b>.0</b>
<u>FEES AND LEASES</u>						
10-353-180	RENT - VISITORS CENTER	625.00	625.00	2,500.00	1,875.00	25.0
	<b>TOTAL FEES AND LEASES</b>	<b>625.00</b>	<b>625.00</b>	<b>2,500.00</b>	<b>1,875.00</b>	<b>25.0</b>

8 % OF THE FISCAL YEAR HAS ELAPSED

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Section 10, Item A.

TOWN OF GRAND LAKE  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 1 MONTHS ENDING JANUARY 31, 2023

		GENERAL FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	%
<u>INVESTMENT INCOME</u>						
10-355-100	INTEREST REVENUE	4,573.71	4,573.71	10,000.00	5,426.29	45.7
	<b>TOTAL INVESTMENT INCOME</b>	<b>4,573.71</b>	<b>4,573.71</b>	<b>10,000.00</b>	<b>5,426.29</b>	<b>45.7</b>
 <u>OTHER</u>						
10-360-110	SALE OF ASSETS	12,630.00	12,630.00	25,000.00	12,370.00	50.5
10-360-130	MUNICIPAL FEE	3.39	3.39	.00	( 3.39)	.0
10-360-140	RENT - LAND, BUILDINGS	2,700.00	2,700.00	4,000.00	1,300.00	67.5
10-360-160	RENT - ENTERPRISE FUND SITES	.00	.00	2.00	2.00	.0
10-360-200	MISC. REVENUES - GENERAL	.00	.00	.00	.00	.0
10-360-230	MEMORIAL BENCHES	.00	.00	.00	.00	.0
10-360-350	MSOB REVENUE	.00	.00	.00	.00	.0
	<b>TOTAL OTHER</b>	<b>15,333.39</b>	<b>15,333.39</b>	<b>29,002.00</b>	<b>13,668.61</b>	<b>52.9</b>
 <u>CAPITAL SPECIFIC</u>						
10-377-140	GRANTS - CAPITAL	.00	.00	.00	.00	.0
10-377-145	COMMUNITY HOUSE UPGRADES GRANT	.00	.00	.00	.00	.0
10-377-150	CDOT OFF-SYSTEM BRIDGE PROGRAM	.00	.00	.00	.00	.0
10-377-160	SPACE TO CREATE REVENUE	.00	.00	.00	.00	.0
10-377-165	REVITALIZING MAIN STREET REV	.00	.00	.00	.00	.0
10-377-170	INSURANCE PROCEEDS DOCK	.00	.00	.00	.00	.0
10-377-175	COLORADO TREE CO REVENUE	.00	.00	.00	.00	.0
	<b>TOTAL CAPITAL SPECIFIC</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.0</b>
	 <b>TOTAL FUND REVENUE</b>	<b>103,392.75</b>	<b>103,392.75</b>	<b>3,418,340.00</b>	<b>3,314,947.25</b>	<b>3.0</b>

8 % OF THE FISCAL YEAR HAS ELAPSED

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Section 10, Item A.

TOWN OF GRAND LAKE  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 1 MONTHS ENDING JANUARY 31, 2023

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>CEMETERY COMMITTEE</u>						
10-410-211	GENERAL SUPPLIES/MISC EXPENSES	.00	.00	2,000.00	2,000.00	.0
10-410-215	GRAVE MARKERS	.00	.00	1,000.00	1,000.00	.0
10-410-242	GENERAL MAINTENANCE	.00	.00	5,000.00	5,000.00	.0
	<b>TOTAL CEMETERY COMMITTEE</b>	<b>.00</b>	<b>.00</b>	<b>8,000.00</b>	<b>8,000.00</b>	<b>.0</b>
<u>PC/BOA</u>						
10-412-211	GENERAL OFFICE SUPPLIES	.00	.00	300.00	300.00	.0
10-412-311	POSTAGE/ADS/LEGAL NOTICES	13.86	13.86	1,000.00	986.14	1.4
10-412-314	PURCHASED SERVICES	.00	.00	18,000.00	18,000.00	.0
10-412-319	MISC.-PLANNING COMMISSION/BOA	.00	.00	300.00	300.00	.0
10-412-320	COMPUTER HARDWARE	.00	.00	1,000.00	1,000.00	.0
10-412-351	PLANNING LEGAL SERVICES	1,570.00	1,570.00	10,000.00	8,430.00	15.7
10-412-370	TRAINING/TRAVEL	298.56	298.56	6,000.00	5,701.44	5.0
10-412-380	COMP PLAN UPDATE	.00	.00	5,000.00	5,000.00	.0
	<b>TOTAL PC/BOA</b>	<b>1,882.42</b>	<b>1,882.42</b>	<b>41,600.00</b>	<b>39,717.58</b>	<b>4.5</b>
<u>BOARD OF TRUSTEES</u>						
10-413-142	WORKERS' COMPENSATION	182.98	182.98	400.00	217.02	45.8
10-413-143	BOT COMPENSATION	.00	.00	.00	.00	.0
10-413-211	OFFICE/MEETING SUPPLIES	72.30	72.30	5,000.00	4,927.70	1.5
10-413-215	ELECTIONS	.00	.00	2,500.00	2,500.00	.0
10-413-316	DUES/MEMBERSHIPS	12,707.00	12,707.00	18,000.00	5,293.00	70.6
10-413-370	TRAINING/TRAVEL	48.50	48.50	7,500.00	7,451.50	.7
10-413-460	LONG RANGE/MISC	.00	.00	500.00	500.00	.0
10-413-461	APPRECIATION PROGRAM	.00	.00	9,000.00	9,000.00	.0
10-413-462	COMPUTER EQUIPMENT	.00	.00	2,500.00	2,500.00	.0
10-413-463	WATER QUALITY ISSUES	.00	.00	.00	.00	.0
10-413-465	COMPUTER SOFTWARE	479.98	479.98	1,200.00	720.02	40.0
10-413-728	MISCELLANEOUS DONATIONS	.00	.00	13,750.00	13,750.00	.0
10-413-843	ROCKY MTN REP THEATRE	.00	.00	1,350.00	1,350.00	.0
10-413-859	GRAND FOUNDATION	.00	.00	50,000.00	50,000.00	.0
10-413-860	GC HOUSING ASSISTANCE FUND	.00	.00	.00	.00	.0
10-413-870	BOARD CONTINGENCY	.00	.00	250.00	250.00	.0
	<b>TOTAL BOARD OF TRUSTEES</b>	<b>13,490.76</b>	<b>13,490.76</b>	<b>111,950.00</b>	<b>98,459.24</b>	<b>12.1</b>

8 % OF THE FISCAL YEAR HAS ELAPSED

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TOWN OF GRAND LAKE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>GREENWAYS COMMITTEE</u>					
10-414-211 GENERAL SUPPLIES	.00	.00	10,334.00	10,334.00	.0
10-414-238 TREES/SHRUBS/PLANTINGS	.00	.00	10,334.00	10,334.00	.0
10-414-241 ARBOR DAY SUPPLIES	.00	.00	250.00	250.00	.0
10-414-319 CONTRACT LABOR	.00	.00	48,000.00	48,000.00	.0
10-414-726 MISCELLANEOUS SERVICES	.00	.00	.00	.00	.0
10-414-870 CONTINGENCY	.00	.00	.00	.00	.0
TOTAL GREENWAYS COMMITTEE	.00	.00	68,918.00	68,918.00	.0

Section 10, Item A.

TOWN OF GRAND LAKE  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 1 MONTHS ENDING JANUARY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>ADMINISTRATION</u>					
10-415-100	38,186.34	38,186.34	378,347.00	340,160.66	10.1
10-415-103	36.24	36.24	500.00	463.76	7.3
10-415-105	.00	.00	7,000.00	7,000.00	.0
10-415-110	.00	.00	.00	.00	.0
10-415-130	.00	.00	1,925.00	1,925.00	.0
10-415-131	.00	.00	.00	.00	.0
10-415-132	2,765.22	2,765.22	30,268.00	27,502.78	9.1
10-415-133	3,187.99	3,187.99	81,120.00	77,932.01	3.9
10-415-134	275.00	275.00	6,000.00	5,725.00	4.6
10-415-135	3,835.18	3,835.18	6,600.00	2,764.82	58.1
10-415-136	471.71	471.71	8,400.00	7,928.29	5.6
10-415-141	227.69	227.69	1,135.00	907.31	20.1
10-415-142	1,489.55	1,489.55	3,600.00	2,110.45	41.4
10-415-143	2,571.46	2,571.46	23,457.00	20,885.54	11.0
10-415-144	601.41	601.41	5,486.00	4,884.59	11.0
10-415-145	.00	.00	1,703.00	1,703.00	.0
10-415-211	421.24	421.24	8,000.00	7,578.76	5.3
10-415-215	1,128.46	1,128.46	22,000.00	20,871.54	5.1
10-415-220	.00	.00	7,000.00	7,000.00	.0
10-415-226	173.00	173.00	3,000.00	2,827.00	5.8
10-415-231	.00	.00	1,200.00	1,200.00	.0
10-415-232	.00	.00	1,000.00	1,000.00	.0
10-415-233	142.96	142.96	2,500.00	2,357.04	5.7
10-415-237	.00	.00	11,000.00	11,000.00	.0
10-415-238	.00	.00	1,500.00	1,500.00	.0
10-415-311	1,036.12	1,036.12	5,000.00	3,963.88	20.7
10-415-312	5,505.22	5,505.22	50,000.00	44,494.78	11.0
10-415-314	67.14	67.14	5,000.00	4,932.86	1.3
10-415-316	.00	.00	1,650.00	1,650.00	.0
10-415-318	.00	.00	.00	.00	.0
10-415-319	1,865.00	1,865.00	3,200.00	1,335.00	58.3
10-415-330	.00	.00	1,500.00	1,500.00	.0
10-415-341	.00	.00	4,000.00	4,000.00	.0
10-415-342	319.80	319.80	1,000.00	680.20	32.0
10-415-343	384.00	384.00	1,200.00	816.00	32.0
10-415-344	1,082.83	1,082.83	7,500.00	6,417.17	14.4
10-415-345	676.62	676.62	6,000.00	5,323.38	11.3
10-415-346	.00	.00	800.00	800.00	.0
10-415-347	.00	.00	.00	.00	.0
10-415-351	635.00	635.00	30,000.00	29,365.00	2.1
10-415-352	.00	.00	8,500.00	8,500.00	.0
10-415-353	.00	.00	500.00	500.00	.0
10-415-355	130.00	130.00	10,000.00	9,870.00	1.3
10-415-370	860.21	860.21	13,000.00	12,139.79	6.6
10-415-371	835.00	835.00	15,000.00	14,165.00	5.6
10-415-385	.00	.00	40,000.00	40,000.00	.0
10-415-386	.00	.00	10,000.00	10,000.00	.0
10-415-387	.00	.00	.00	.00	.0
10-415-393	.00	.00	250.00	250.00	.0
10-415-394	.00	.00	1,000.00	1,000.00	.0
10-415-513	8,551.20	8,551.20	27,000.00	18,448.80	31.7
10-415-514	.00	.00	400.00	400.00	.0

8 % OF THE FISCAL YEAR HAS ELAPSED

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Section 10, Item A.

TOWN OF GRAND LAKE  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 1 MONTHS ENDING JANUARY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
10-415-560	576.87	576.87	9,000.00	8,423.13	6.4
10-415-721	8,808.00	8,808.00	35,232.00	26,424.00	25.0
10-415-722	9,500.00	9,500.00	38,000.00	28,500.00	25.0
10-415-723	.00	.00	1,500.00	1,500.00	.0
10-415-724	7,500.00	7,500.00	30,000.00	22,500.00	25.0
10-415-800	3,804.12	3,804.12	12,000.00	8,195.88	31.7
10-415-870	2,899.55	2,899.55	11,000.00	8,100.45	26.4
10-415-875	.00	.00	.00	.00	.0
10-415-880	2,500.00	2,500.00	10,000.00	7,500.00	25.0
10-415-885	2,500.00	2,500.00	12,500.00	10,000.00	20.0
10-415-886	.00	.00	.00	.00	.0
10-415-887	.00	.00	2,500.00	2,500.00	.0
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TOTAL ADMINISTRATION	115,550.13	115,550.13	1,016,973.00	901,422.87	11.4
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<u>ECONOMIC DEVELOPMENT GRANTS</u>					
10-416-100	.00	.00	30,000.00	30,000.00	.0
10-416-250	.00	.00	5,000.00	5,000.00	.0
10-416-260	.00	.00	.00	.00	.0
10-416-261	100,000.00	100,000.00	100,000.00	.00	100.0
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TOTAL ECONOMIC DEVELOPMENT GRANTS	100,000.00	100,000.00	135,000.00	35,000.00	74.1
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<u>PUBLIC SAFETY</u>					
10-421-100	.00	.00	.00	.00	.0
10-421-105	.00	.00	.00	.00	.0
10-421-110	.00	.00	.00	.00	.0
10-421-130	.00	.00	.00	.00	.0
10-421-131	.00	.00	.00	.00	.0
10-421-132	.00	.00	.00	.00	.0
10-421-133	.00	.00	.00	.00	.0
10-421-135	.00	.00	.00	.00	.0
10-421-136	.00	.00	.00	.00	.0
10-421-141	.00	.00	.00	.00	.0
10-421-142	.00	.00	.00	.00	.0
10-421-143	.00	.00	.00	.00	.0
10-421-144	.00	.00	.00	.00	.0
10-421-314	.00	.00	20,858.00	20,858.00	.0
10-421-339	.00	.00	257,000.00	257,000.00	.0
10-421-340	.00	.00	.00	.00	.0
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TOTAL PUBLIC SAFETY	.00	.00	277,858.00	277,858.00	.0

8 % OF THE FISCAL YEAR HAS ELAPSED

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Section 10, Item A.

TOWN OF GRAND LAKE  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 1 MONTHS ENDING JANUARY 31, 2023

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>PUBLIC WORKS</u>						
10-431-100	GROSS WAGES - PUBLIC WORKS	38,413.15	38,413.15	345,630.00	307,216.85	11.1
10-431-103	OT/COMP TIME BUYOUT	11,690.30	11,690.30	40,000.00	28,309.70	29.2
10-431-105	BONUS	.00	.00	5,000.00	5,000.00	.0
10-431-111	ON CALL PAY	1,350.00	1,350.00	10,350.00	9,000.00	13.0
10-431-130	GLC MEMBERSHIP BENEFIT	.00	.00	.00	.00	.0
10-431-131	LONGEVITY	.00	.00	.00	.00	.0
10-431-132	ICMA TOWN PAID BENEFIT	1,581.66	1,581.66	20,000.00	18,418.34	7.9
10-431-133	HEALTH/DENTAL-EMPLOYEE	4,718.27	4,718.27	70,720.00	66,001.73	6.7
10-431-135	DEP HEALTH/DENTAL	3,214.04	3,214.04	6,552.00	3,337.96	49.1
10-431-136	MEDICAL BENEFIT ALLOWANCE	20.00	20.00	4,800.00	4,780.00	.4
10-431-141	UNEMPLOYMENT INSURANCE	237.97	237.97	1,157.00	919.03	20.6
10-431-142	WORKERS' COMPENSATION	4,717.25	4,717.25	35,000.00	30,282.75	13.5
10-431-143	SOCIAL SECURITY MATCH	3,342.40	3,342.40	23,909.00	20,566.60	14.0
10-431-144	MEDICARE MATCH	781.69	781.69	5,592.00	4,810.31	14.0
10-431-145	FAMILI BENEFIT PW	.00	.00	1,555.00	1,555.00	.0
10-431-222	GENERAL SUPPLIES	343.55	343.55	7,000.00	6,656.45	4.9
10-431-224	SAFETY SUPPLIES	.00	.00	7,000.00	7,000.00	.0
10-431-226	VEHICLE SUPPLIES	.00	.00	4,000.00	4,000.00	.0
10-431-227	SMALL TOOLS	.00	.00	5,000.00	5,000.00	.0
10-431-231	GAS/FUEL/LIQUIDS	498.09	498.09	30,000.00	29,501.91	1.7
10-431-232	VEHICLE MAINTENANCE	1,257.00	1,257.00	10,000.00	8,743.00	12.6
10-431-233	EQUIPMENT MAINTENANCE	.00	.00	25,000.00	25,000.00	.0
10-431-235	TIRES/CHAINS	124.75	124.75	15,000.00	14,875.25	.8
10-431-236	MISC. BRIDGE WORK	.00	.00	5,000.00	5,000.00	.0
10-431-237	BUILDING MAINTENANCE	.00	.00	6,000.00	6,000.00	.0
10-431-238	STREET LIGHT MAINTENANCE	248.51	248.51	3,000.00	2,751.49	8.3
10-431-239	MISCELLANEOUS MAINTENANCE	.00	.00	2,500.00	2,500.00	.0
10-431-242	ROAD MAINTENANCE	4,377.36	4,377.36	150,000.00	145,622.64	2.9
10-431-245	BOARDWALK MAINTENANCE	.00	.00	.00	.00	.0
10-431-253	TREE REMOVAL	.00	.00	5,000.00	5,000.00	.0
10-431-254	TREE SPRAYING	.00	.00	4,000.00	4,000.00	.0
10-431-255	STORMWATER FILTER MAINTENANCE	.00	.00	20,000.00	20,000.00	.0
10-431-256	EV STATION MAINTENANCE	.00	.00	.00	.00	.0
10-431-312	COMPUTER SERVICES	120.90	120.90	3,000.00	2,879.10	4.0
10-431-314	ADS/BID NOTICES	.00	.00	2,000.00	2,000.00	.0
10-431-317	UNIFORM ALLOWANCE	300.00	300.00	2,940.00	2,640.00	10.2
10-431-318	TRASH/RECYCLE SERVICES	664.68	664.68	12,000.00	11,335.32	5.5
10-431-319	MISC. PURCHASED SERVICES	170.72	170.72	2,500.00	2,329.28	6.8
10-431-341	ELECTRIC UTILITY	.00	.00	12,000.00	12,000.00	.0
10-431-343	WATER UTILITY	147.00	147.00	700.00	553.00	21.0
10-431-344	TELEPHONE/INTERNET UTILITY	656.31	656.31	6,000.00	5,343.69	10.9
10-431-345	NATURAL GAS UTILITY	1,479.57	1,479.57	5,000.00	3,520.43	29.6
10-431-349	STREET LIGHT ELECTRIC UTILITY	.00	.00	20,000.00	20,000.00	.0
10-431-354	ENGINEERING/SURVEYING SERVICES	.00	.00	5,000.00	5,000.00	.0
10-431-370	TRAINING/TRAVEL	500.24	500.24	5,000.00	4,499.76	10.0
10-431-399	EQUIP RENTAL	.00	.00	5,000.00	5,000.00	.0
10-431-400	CHRISTMAS LIGHTS	.00	.00	.00	.00	.0
10-431-870	CONTINGENCY- PUBLIC WORKS	.00	.00	.00	.00	.0
	<b>TOTAL PUBLIC WORKS</b>	<b>80,955.41</b>	<b>80,955.41</b>	<b>949,905.00</b>	<b>868,949.59</b>	<b>8.5</b>

8 % OF THE FISCAL YEAR HAS ELAPSED

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Section 10, Item A.

TOWN OF GRAND LAKE  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 1 MONTHS ENDING JANUARY 31, 2023

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>GRAND LAKE CENTER EXPENDITURES</u>						
10-450-100	GROSS WAGES - GL CENTER	11,806.33	11,806.33	121,086.00	109,279.67	9.8
10-450-103	OT/COMP TIME BUYOUT	.00	.00	.00	.00	.0
10-450-105	BONUS	.00	.00	2,000.00	2,000.00	.0
10-450-110	GROSS WAGES-GLC PT/SEASONAL	.00	.00	20,800.00	20,800.00	.0
10-450-130	GLC MEMBERSHIP BENEFIT	.00	.00	770.00	770.00	.0
10-450-131	LONGEVITY BENEFIT	.00	.00	.00	.00	.0
10-450-132	ICMA TOWN PAID BENEFIT	684.80	684.80	21,438.00	20,753.20	3.2
10-450-133	HEALTH/DENTAL-EMPLOYEE	1,780.55	1,780.55	32,953.00	31,172.45	5.4
10-450-135	DEP. HEALTH/DENTAL	1,035.00	1,035.00	.00	( 1,035.00)	.0
10-450-136	MEDICAL BENEFIT ALLOWANCE	159.61	159.61	2,400.00	2,240.39	6.7
10-450-141	UNEMPLOYMENT INSURANCE	60.10	60.10	426.00	365.90	14.1
10-450-142	WORKERS' COMPENSATION	854.95	854.95	3,000.00	2,145.05	28.5
10-450-143	SOCIAL SECURITY MATCH	618.93	618.93	8,797.00	8,178.07	7.0
10-450-144	MEDICARE MATCH	144.75	144.75	2,057.00	1,912.25	7.0
10-450-145	FAMILI BENEFIT (GLC)	.00	.00	545.00	545.00	.0
10-450-211	GEN OFFICE SUPPLIES	52.07	52.07	1,500.00	1,447.93	3.5
10-450-220	GENERAL OPERATING SUPPLIES	433.27	433.27	3,000.00	2,566.73	14.4
10-450-226	OFFICE EQUIP LEASE	82.32	82.32	1,200.00	1,117.68	6.9
10-450-233	OFFICE EQUIP MAINT	30.00	30.00	600.00	570.00	5.0
10-450-234	SIGNAGE	.00	.00	.00	.00	.0
10-450-235	FITNESS EQUIP MAINT	.00	.00	1,500.00	1,500.00	.0
10-450-236	MINOR/MISC EQUIPMENT	.00	.00	.00	.00	.0
10-450-237	BUILDING MAINTENANCE	33.02	33.02	30,000.00	29,966.98	.1
10-450-238	MINOR/MISC FURNISHINGS	.00	.00	2,000.00	2,000.00	.0
10-450-239	MINOR INFRASTRUCTURE MAINT	.00	.00	10,000.00	10,000.00	.0
10-450-250	BACKFLOW MAINTENANCE	.00	.00	600.00	600.00	.0
10-450-252	RESALE SUPPLIES	.00	.00	.00	.00	.0
10-450-312	COMPUTER SERVICES	874.02	874.02	3,000.00	2,125.98	29.1
10-450-317	UNIFORM ALLOWANCE	.00	.00	.00	.00	.0
10-450-318	TRASH/RECYCLE SERVICES	.00	.00	.00	.00	.0
10-450-320	MARKETING	430.00	430.00	5,000.00	4,570.00	8.6
10-450-341	ELECTRIC UTILITY	.00	.00	15,000.00	15,000.00	.0
10-450-342	SEWER UTILITY	1,127.91	1,127.91	4,600.00	3,472.09	24.5
10-450-343	WATER UTILITY	294.00	294.00	1,200.00	906.00	24.5
10-450-344	TELEPHONE/INTERNET/TV UTILITY	916.28	916.28	7,500.00	6,583.72	12.2
10-450-345	NATURAL GAS UTILITY	936.04	936.04	15,000.00	14,063.96	6.2
10-450-350	MAINTENANCE AGREEMENT	.00	.00	4,758.00	4,758.00	.0
10-450-351	LEGAL SERVICES	.00	.00	.00	.00	.0
10-450-352	AUDIT	.00	.00	1,100.00	1,100.00	.0
10-450-355	PURCHASED PROFESSIONAL SERV.	309.51	309.51	1,500.00	1,190.49	20.6
10-450-360	GLC SALES TAX	.00	.00	.00	.00	.0
10-450-361	GL OVER/SHORT CASH	.00	.00	.00	.00	.0
10-450-370	TRAINING/TRAVEL	192.00	192.00	300.00	108.00	64.0
10-450-400	GOLF SIMULATOR EXPENSE	760.00	760.00	.00	( 760.00)	.0
10-450-513	PROPERTY/CASUALTY INSURANCE	2,517.06	2,517.06	10,000.00	7,482.94	25.2
10-450-755	EXERCISE EQUIPMENT	.00	.00	.00	.00	.0
10-450-869	SUMMER CAMP	.00	.00	30,000.00	30,000.00	.0
10-450-870	CONTINGENCY - GL CENTER	150.00	150.00	.00	( 150.00)	.0
TOTAL GRAND LAKE CENTER EXPENDITUR		26,282.52	26,282.52	365,630.00	339,347.48	7.2

8 % OF THE FISCAL YEAR HAS ELAPSED

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Section 10, Item A.

TOWN OF GRAND LAKE  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 1 MONTHS ENDING JANUARY 31, 2023

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>PARKS</u>						
10-452-100	GROSS WAGES - PARKS	.00	.00	50,776.00	50,776.00	.0
10-452-103	OT/COMP TIME BUYOUT	.00	.00	.00	.00	.0
10-452-105	BONUS	.00	.00	.00	.00	.0
10-452-130	GLC MEMBERSHIP BENEFIT	.00	.00	.00	.00	.0
10-452-131	LONGEVITY	.00	.00	.00	.00	.0
10-452-132	ICMA TOWN PAID BENEFIT	.00	.00	4,062.00	4,062.00	.0
10-452-133	HEALTH/DENTAL-EMPLOYEE	.00	.00	12,480.00	12,480.00	.0
10-452-135	DEP. HEALTH/DENTAL	.00	.00	4,397.00	4,397.00	.0
10-452-136	MEDICAL BENEFIT ALLOWANCE	.00	.00	1,013.00	1,013.00	.0
10-452-141	UNEMPLOYMENT INSURANCE	.00	.00	152.00	152.00	.0
10-452-142	WORKERS' COMPENSATION	.00	.00	2,700.00	2,700.00	.0
10-452-143	SOCIAL SECURITY MATCH	.00	.00	3,148.00	3,148.00	.0
10-452-144	MEDICARE MATCH	.00	.00	736.00	736.00	.0
10-452-145	FAMILI BENEFIT PARKS	.00	.00	228.00	228.00	.0
10-452-220	OPERATING SUPPLIES	16.78	16.78	35,000.00	34,983.22	.1
10-452-226	SMALL EQUIPMENT	.00	.00	5,000.00	5,000.00	.0
10-452-227	SMALL TOOLS	.00	.00	2,500.00	2,500.00	.0
10-452-232	BEAR-RESISTANT CANS MAINT	.00	.00	2,500.00	2,500.00	.0
10-452-233	EQUIPMENT MAINTENANCE	.00	.00	2,500.00	2,500.00	.0
10-452-234	INFORMATION SIGNS	.00	.00	2,500.00	2,500.00	.0
10-452-235	GREENBELT MAINTENANCE	.00	.00	7,000.00	7,000.00	.0
10-452-236	SAND & DREDGE	.00	.00	5,000.00	5,000.00	.0
10-452-237	BUILDING MAINTENANCE	535.65	535.65	55,000.00	54,464.35	1.0
10-452-238	DOCK MAINTENANCE	.00	.00	25,000.00	25,000.00	.0
10-452-239	MISCELLANEOUS MAINTENANCE	.00	.00	5,000.00	5,000.00	.0
10-452-243	BENCHES/PLANTERS/FENCES	.00	.00	5,000.00	5,000.00	.0
10-452-244	THOMASSON PARK MAINTENANCE	.00	.00	4,000.00	4,000.00	.0
10-452-248	IRRIGATION SYSTEM MAINTENANCE	.00	.00	4,000.00	4,000.00	.0
10-452-250	BACKFLOW MAINTENANCE	.00	.00	3,000.00	3,000.00	.0
10-452-317	UNIFORM ALLOWANCE	.00	.00	660.00	660.00	.0
10-452-319	MISCELLANEOUS SERVICES	.00	.00	3,000.00	3,000.00	.0
10-452-341	ELECTRIC UTILITY	.00	.00	6,500.00	6,500.00	.0
10-452-342	SEWER UTILITY	141.45	141.45	540.00	398.55	26.2
10-452-343	WATER UTILITY	2,098.00	2,098.00	13,000.00	10,902.00	16.1
10-452-345	NATURAL GAS UTILITY	869.51	869.51	4,000.00	3,130.49	21.7
10-452-399	EQUIPMENT RENTAL	.00	.00	5,600.00	5,600.00	.0
10-452-400	GRAND AVENUE GARDENS	.00	.00	.00	.00	.0
10-452-450	PARK IMPROVEMENTS	.00	.00	10,000.00	10,000.00	.0
10-452-870	CONTINGENCY - PARKS	.00	.00	.00	.00	.0
10-452-961	MEMORIAL BENCHES	.00	.00	.00	.00	.0
TOTAL PARKS		3,661.39	3,661.39	285,992.00	282,330.61	1.3
<u>DEPARTMENT 460</u>						
10-460-750	FIREWORKS	.00	.00	.00	.00	.0
TOTAL DEPARTMENT 460		.00	.00	.00	.00	.0

8 % OF THE FISCAL YEAR HAS ELAPSED

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TOWN OF GRAND LAKE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2023

		GENERAL FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>ADMIN CERTIFICATE OF PARTICIPA</u>						
10-815-982	LAND ACQUISITION - PRINCIPAL	.00	.00	90,000.00	90,000.00	.0
10-815-983	LAND ACQUISITION-INTEREST	.00	.00	39,615.00	39,615.00	.0
TOTAL ADMIN CERTIFICATE OF PARTICIPA		.00	.00	129,615.00	129,615.00	.0
<u>PUBLIC WORKS DEBT SERVICE</u>						
10-831-500	CAPITAL EQUIP LEASE PRINCIPAL	.00	.00	.00	.00	.0
10-831-510	CAPITAL EQUIP LEASE INTEREST	.00	.00	.00	.00	.0
TOTAL PUBLIC WORKS DEBT SERVICE		.00	.00	.00	.00	.0
<u>ADMIN CAPITAL</u>						
10-915-922	ADMIN CAPITAL EXPENDITURES	.00	.00	.00	.00	.0
10-915-923	TOWN HALL CAPITAL OUTLAY	17,723.09	17,723.09	2,500.00	( 15,223.09)	708.9
10-915-950	SPACE TO CREATE EXPENDITURES	.00	.00	.00	.00	.0
10-915-986	REPLACEMENT VEHICLE	.00	.00	.00	.00	.0
TOTAL ADMIN CAPITAL		17,723.09	17,723.09	2,500.00	( 15,223.09)	708.9
<u>PUBLIC WORKS CAPITAL</u>						
10-931-910	CAPITAL EQUIPMENT PURCHASE	.00	.00	120,000.00	120,000.00	.0
10-931-911	CAPITALIZED EQUIPMENT REPAIR	.00	.00	.00	.00	.0
10-931-921	PAVING	.00	.00	100,000.00	100,000.00	.0
10-931-922	DRAINAGE	.00	.00	50,000.00	50,000.00	.0
10-931-923	TOWN SHOP CAPITAL OUTLAY	.00	.00	.00	.00	.0
10-931-972	W PORTAL BRIDGE REHAB	.00	.00	.00	.00	.0
10-931-973	PUBLIC WAY FINDING SIGNS	.00	.00	5,000.00	5,000.00	.0
10-931-974	STREETSCAPE PROJECT FUNDING	.00	.00	.00	.00	.0
TOTAL PUBLIC WORKS CAPITAL		.00	.00	275,000.00	275,000.00	.0
<u>PARKS CAPITAL</u>						
10-952-500	DOCK IMPROVEMENTS	96,323.22	96,323.22	.00	( 96,323.22)	.0
10-952-600	COMMUNITY HOUSE UPGRADES EXPEN	114.63	114.63	.00	( 114.63)	.0
10-952-970	LAND PURCHASE	.00	.00	.00	.00	.0
10-952-971	PARK IMPROVEMENTS	.00	.00	250,000.00	250,000.00	.0
10-952-972	BOARDWALKS	.00	.00	.00	.00	.0
10-952-995	LAKEFRONT IMPROVEMENTS	.00	.00	.00	.00	.0
TOTAL PARKS CAPITAL		96,437.85	96,437.85	250,000.00	153,562.15	38.6

TOWN OF GRAND LAKE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2023

	GENERAL FUND				
	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>%</u>
TOTAL FUND EXPENDITURES	<u>455,983.57</u>	<u>455,983.57</u>	<u>3,918,941.00</u>	<u>3,462,957.43</u>	<u>11.6</u>
NET REVENUE OVER EXPENDITURES	<u>( 352,590.82)</u>	<u>( 352,590.82)</u>	<u>( 500,601.00)</u>	<u>( 148,010.18)</u>	<u>( 70.4)</u>

Section 10, Item A.

TOWN OF GRAND LAKE  
 BALANCE SHEET  
 JANUARY 31, 2023

WATER FUND

<u>ASSETS</u>		
20-100000	CASH IN COMBINED CASH FUND	269,484.46
20-101000	US BANK	240,875.14
20-102000	CSAFE	67,495.53
20-109100	COLOTRUST	1,557,766.68
20-117000	ACCTS RECEIVABLE/WATER SALES	162,530.77
20-117099	ACCTS RECEIVABLE-OTHER	.00
20-117500	ACCOUNTS RECIVABLE - AR	677.40
20-118000	ASSET - LAND	2,270.00
20-119000	ASSET - DISTRIBUTION SYSTEM	2,831,627.28
20-122000	ASSET-TREATMENT FACILITY	145,465.94
20-124000	ASSET - WELLS	109,870.82
20-125000	ASSET-TANK RESERVOIR	1,466,565.72
20-126000	ASSET-EQUIPMENT	388,004.73
20-127000	ASSET-METERS/INSTL IN PROGRESS	7,146.80
20-128000	ASSET-CONSTRUCTION IN PROGRESS	.00
20-129000	ACCUM. DEPRECIATION/ALL PRPRTY	( 2,843,556.98)
20-133000	ASSET/BLDG-TOWN HALL	26,934.62
20-135000	DUE FROM GENERAL FUND	.00
20-136000	DUE FROM MARINA FUND	.00
20-143100	PREPAID EXPENSES	.00
		4,433,158.91
<u>TOTAL ASSETS</u>		
<u>LIABILITIES AND EQUITY</u>		
<u>LIABILITIES</u>		
20-200000	ACCOUNTS PAYABLE GENERAL	37,957.84
20-201001	DWRF PAYABLE-PRINCIPAL	1,326,544.32
20-217100	SOCIAL SECURITY PAYABLE	( .01)
20-217200	FEDERAL W/H PAYABLE	.00
20-217300	STATE TAX W/H PAYABLE	.00
20-217400	MEDICARE WITHHOLDING	.01
20-217500	SUTA PAYABLE	.00
20-217600	WC PAYABLE	.00
20-218100	HEALTH/DENTAL/VISION	.00
20-219100	FLEX MEDICAL	.00
20-219200	MEDICAL BENEFIT PAYABLE	.00
20-220000	ICMA W/H PAYABLE	.00
20-221000	ICMA LOAN PAYABLE	.00
20-221001	ICMA/ROTH IRA	.00
20-222000	DEFERRED REVENUE-PREPAID FEES	27,134.57
20-223000	ACCRUED VACATION PAYABLE	29,691.66
20-231000	DUE TO G.F. FROM WATER FUND	.00
		1,421,328.39
<u>TOTAL LIABILITIES</u>		
<u>FUND EQUITY</u>		
20-275000	UNAPPROP. RETAINED EARNINGS	( 855,880.58)
20-281000	CIP RESERVE	1,526,004.00
20-287000	CONTRIBUTED CAPITAL EQUITY	2,215,142.08

8 % OF THE FISCAL YEAR HAS ELAPSED

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TOWN OF GRAND LAKE  
BALANCE SHEET  
JANUARY 31, 2023

WATER FUND

UNAPPROPRIATED FUND BALANCE:			
REVENUE OVER EXPENDITURES - YTD	126,565.02		
	<hr/>		
BALANCE - CURRENT DATE		126,565.02	
		<hr/>	
TOTAL FUND EQUITY			3,011,830.52
			<hr/>
TOTAL LIABILITIES AND EQUITY			4,433,158.91
			<hr/> <hr/>

Section 10, Item A.

TOWN OF GRAND LAKE  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 1 MONTHS ENDING JANUARY 31, 2023

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	%
<u>WATER REVENUES</u>					
20-344-100	161,857.74	161,857.74	675,000.00	513,142.26	24.0
20-344-105	.00	.00	.00	.00	.0
20-344-110	.00	.00	32,500.00	32,500.00	.0
20-344-120	677.40	677.40	3,000.00	2,322.60	22.6
20-344-140	6,291.93	6,291.93	10,000.00	3,708.07	62.9
20-344-150	.00	.00	.00	.00	.0
20-344-160	.00	.00	.00	.00	.0
20-344-190	.00	.00	500.00	500.00	.0
20-344-200	.00	.00	.00	.00	.0
20-344-260	.00	.00	.00	.00	.0
TOTAL WATER REVENUES	168,827.07	168,827.07	721,000.00	552,172.93	23.4
TOTAL FUND REVENUE	168,827.07	168,827.07	721,000.00	552,172.93	23.4

8 % OF THE FISCAL YEAR HAS ELAPSED

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Section 10, Item A.

TOWN OF GRAND LAKE  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 1 MONTHS ENDING JANUARY 31, 2023

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>WATER OPERATIONS</u>						
20-430-100	GROSS WAGES - WATER	15,395.55	15,395.55	257,000.00	241,604.45	6.0
20-430-103	OT/COMP TIME BUYOUT	.00	.00	5,000.00	5,000.00	.0
20-430-105	BONUS	.00	.00	2,500.00	2,500.00	.0
20-430-110	GROSS WAGES-WATER PT/SEASONAL	.00	.00	.00	.00	.0
20-430-111	ON CALL PAY	1,400.00	1,400.00	13,000.00	11,600.00	10.8
20-430-119	YEAR END LEAVE EXPENSE	.00	.00	.00	.00	.0
20-430-130	GLC MEMBERSHIP BENEFIT	.00	.00	.00	.00	.0
20-430-131	LONGEVITY	.00	.00	.00	.00	.0
20-430-132	ICMA TOWN PAID BENEFIT	623.96	623.96	20,960.00	20,336.04	3.0
20-430-133	HEALTH/DENTAL-EMPLOYEE	1,582.42	1,582.42	46,800.00	45,217.58	3.4
20-430-135	DEP HEALTH/DENTAL	449.96	449.96	.00	( 449.96)	.0
20-430-136	MEDICAL BENEFIT ALLOWANCE	.00	.00	3,600.00	3,600.00	.0
20-430-141	UNEMPLOYMENT INSURANCE	94.43	94.43	786.00	691.57	12.0
20-430-142	WORKERS' COMPENSATION	3,474.50	3,474.50	21,000.00	17,525.50	16.6
20-430-143	SOCIAL SECURITY MATCH	972.44	972.44	16,244.00	15,271.56	6.0
20-430-144	MEDICARE MATCH	227.42	227.42	3,799.00	3,571.58	6.0
20-430-145	FAMILI BENIFIT	.00	.00	1,157.00	1,157.00	.0
20-430-210	OFFICE SUPPLIES	.00	.00	1,500.00	1,500.00	.0
20-430-211	COMPUTER SUPPLIES	.00	.00	22,000.00	22,000.00	.0
20-430-215	COMPUTER SOFTWARE	.00	.00	7,000.00	7,000.00	.0
20-430-220	COMPUTER HARDWARE	.00	.00	2,500.00	2,500.00	.0
20-430-221	CHEMICALS	927.01	927.01	13,000.00	12,072.99	7.1
20-430-222	LAB SUPPLIES/EQUIPMENT	6.99	6.99	1,500.00	1,493.01	.5
20-430-223	WELL/PLANT SUPPLIES	6.87	6.87	600.00	593.13	1.2
20-430-225	METER PARTS	.00	.00	500.00	500.00	.0
20-430-227	SMALL EQUIPMENT/TOOLS	.00	.00	600.00	600.00	.0
20-430-228	SAFETY EQUIPMENT	.00	.00	1,000.00	1,000.00	.0
20-430-229	MISC OPERATING SUPPLIES	.00	.00	100.00	100.00	.0
20-430-231	GAS/FUEL/FLUIDS	.00	.00	2,500.00	2,500.00	.0
20-430-232	VEHICLE MAINTENANCE	.00	.00	2,500.00	2,500.00	.0
20-430-233	EQUIPMENT MAINTENANCE	95.80	95.80	5,000.00	4,904.20	1.9
20-430-234	WELL/PLANT MAINTENANCE	26.48	26.48	3,000.00	2,973.52	.9
20-430-235	TIRES & CHAINS	.00	.00	1,200.00	1,200.00	.0
20-430-237	BUILDING MAINTENANCE	.00	.00	1,000.00	1,000.00	.0
20-430-238	DISTRIBUTION LINE MAINTENANCE	332.54	332.54	25,000.00	24,667.46	1.3
20-430-239	MISC. MAINTENANCE	.00	.00	150.00	150.00	.0
20-430-240	ROAD MATERIALS	.00	.00	3,000.00	3,000.00	.0
20-430-241	MOTORS & PUMPS	1,470.00	1,470.00	2,500.00	1,030.00	58.8
20-430-251	RESALE PARTS	.00	.00	150.00	150.00	.0
20-430-252	RESALE METERS EXPENSE	6,608.38	6,608.38	.00	( 6,608.38)	.0
20-430-253	COGS-METER	.00	.00	6,000.00	6,000.00	.0
20-430-310	MISC SERVICE FEES	.00	.00	.00	.00	.0
20-430-311	POSTAGE/FREIGHT	.00	.00	1,500.00	1,500.00	.0
20-430-314	LEGAL NOTICES/ADS	.00	.00	300.00	300.00	.0
20-430-316	MEMBERSHIPS	300.00	300.00	500.00	200.00	60.0
20-430-317	UNIFORM ALLOWANCE	100.00	100.00	3,900.00	3,800.00	2.6
20-430-318	TESTING SERVICES	.00	.00	3,000.00	3,000.00	.0
20-430-319	MISCELLANEOUS SERVICES	.00	.00	100.00	100.00	.0
20-430-320	TELEMETRY MAINTENANCE	85.00	85.00	1,000.00	915.00	8.5
20-430-321	COMPUTER SYSTEM SUPPORT	2,331.40	2,331.40	12,000.00	9,668.60	19.4
20-430-330	BANK FEES	18.22	18.22	700.00	681.78	2.6
20-430-341	ELECTRIC UTILITY	.00	.00	23,000.00	23,000.00	.0

8 % OF THE FISCAL YEAR HAS ELAPSED

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Section 10, Item A.

TOWN OF GRAND LAKE  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 1 MONTHS ENDING JANUARY 31, 2023

WATER FUND					
	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
20-430-344 TELEPHONE UTILITY	225.76	225.76	2,500.00	2,274.24	9.0
20-430-345 NATURAL GAS UTILITY	1,363.86	1,363.86	7,000.00	5,636.14	19.5
20-430-347 INTERNET SERVICE	.00	.00	.00	.00	.0
20-430-351 LEGAL SERVICES	.00	.00	600.00	600.00	.0
20-430-352 AUDIT	.00	.00	3,000.00	3,000.00	.0
20-430-354 SYSTEM ANALYSIS/ENG & SURVEY	.00	.00	5,000.00	5,000.00	.0
20-430-355 STATE FEES	.00	.00	.00	.00	.0
20-430-370 TRAINING/TRAVEL	293.43	293.43	2,000.00	1,706.57	14.7
20-430-513 PROPERTY/CASUALTY INSURANCE	3,849.63	3,849.63	17,000.00	13,150.37	22.6
20-430-514 POSITION BONDS	.00	.00	100.00	100.00	.0
20-430-700 DEPRECIATION RESERVE	.00	.00	.00	.00	.0
20-430-870 CONTINGENCY-OPERATIONS	.00	.00	1,000.00	1,000.00	.0
<b>TOTAL WATER OPERATIONS</b>	<b>42,262.05</b>	<b>42,262.05</b>	<b>578,346.00</b>	<b>536,083.95</b>	<b>7.3</b>
<u>WATER DEBT SERVICE</u>					
20-830-640 DWRF LOAN - PRINCIPAL	.00	.00	69,977.00	69,977.00	.0
20-830-645 DWRF LOAN - INTEREST	.00	.00	24,811.00	24,811.00	.0
<b>TOTAL WATER DEBT SERVICE</b>	<b>.00</b>	<b>.00</b>	<b>94,788.00</b>	<b>94,788.00</b>	<b>.0</b>
<u>WATER CAPITAL</u>					
20-930-994 SYSTEM UPGRADES	.00	.00	.00	.00	.0
20-930-995 CAPITAL CONTINGENCY	.00	.00	.00	.00	.0
20-930-997 CAPITAL DIRECT PURCHASE	.00	.00	48,000.00	48,000.00	.0
20-930-999 CONTRA CAPITAL OUTLAY	.00	.00	.00	.00	.0
<b>TOTAL WATER CAPITAL</b>	<b>.00</b>	<b>.00</b>	<b>48,000.00</b>	<b>48,000.00</b>	<b>.0</b>
<u>DEPARTMENT 931</u>					
20-931-999 CONTRA DEBT SERVICE	.00	.00	.00	.00	.0
<b>TOTAL DEPARTMENT 931</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.0</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>42,262.05</b>	<b>42,262.05</b>	<b>721,134.00</b>	<b>678,871.95</b>	<b>5.9</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>126,565.02</b>	<b>126,565.02</b>	<b>( 134.00)</b>	<b>( 126,699.02)</b>	<b>94451.</b>

8 % OF THE FISCAL YEAR HAS ELAPSED

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TOWN OF GRAND LAKE  
BALANCE SHEET  
JANUARY 31, 2023

MARINA FUND

<u>ASSETS</u>		
40-100000	CASH IN COMBINED CASH FUND	348,016.71
40-109100	COLOTRUST	425,085.11
40-116000	PETTY CASH	.00
40-117000	ACCOUNTS RECEIVABLE	.00
40-117500	ACCOUNTS RECIVABLE - AR	.00
40-118000	ASSET - BOATS	480,239.43
40-118500	ASSET - BOATS-IN PROGRESS	.00
40-119000	ASSET - OTHER	7,480.69
40-123000	DUE TO MARINA FROM GF	.00
40-129000	ACCUM DEPRECIATION/ALL PROP	( 283,018.52)
40-143100	PREPAID EXPENSES	.00
	TOTAL ASSETS	977,803.42
<u>LIABILITIES AND EQUITY</u>		
<u>LIABILITIES</u>		
40-200000	ACCOUNTS PAYABLE GENERAL	( 197.82)
40-217100	SOCIAL SECURITY PAYABLE	.00
40-217200	FEDERAL W/H PAYABLE	.00
40-217300	STATE TAX W/H PAYABLE	.00
40-217400	MEDICARE WITHHOLDING	.00
40-217500	SUTA PAYABLE	.00
40-217600	WC PAYABLE	.00
40-218100	HEALTH/DENTAL/VISION	.00
40-219100	FLEX MEDICAL	.00
40-219200	MEDICAL BENEFIT PAYABLE	.00
40-220000	ICMA W/H PAYABLE	.00
40-221000	ICMA LOAN PAYABLE	.00
40-221001	ICMA/ROTH IRA	.00
40-223000	ACCRUED VACATION PAYABLE	1,553.76
40-231000	DUE TO GF FROM MARINA	.00
40-232000	DUE TO WATER FROM MARINA	.00
	TOTAL LIABILITIES	1,355.94
<u>FUND EQUITY</u>		
40-275000	UNAPPROP. RETAINED EARNINGS	984,386.93
	UNAPPROPRIATED FUND BALANCE:	
	REVENUE OVER EXPENDITURES - YTD	( 7,647.24)
	BALANCE - CURRENT DATE	( 7,647.24)
	TOTAL FUND EQUITY	976,739.69
	TOTAL LIABILITIES AND EQUITY	978,095.63

Section 10, Item A.

TOWN OF GRAND LAKE  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 1 MONTHS ENDING JANUARY 31, 2023

MARINA FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	%
<u>MARINA REVENUES</u>					
40-344-113 RENTALS (NON-TAXABLE)	.00	.00	300,000.00	300,000.00	.0
40-344-115 TOURS	.00	.00	55,000.00	55,000.00	.0
40-344-120 BUILDING SPACE RENTAL	.00	.00	3,584.00	3,584.00	.0
40-344-145 KAYAK SLIP RENTAL	.00	.00	3,600.00	3,600.00	.0
40-344-155 SUP SLIP RENTAL	.00	.00	900.00	900.00	.0
40-344-160 MISC REVENUE	.00	.00	.00	.00	.0
40-344-170 INTEREST EARNED	1,641.77	1,641.77	4,000.00	2,358.23	41.0
40-344-180 BOAT DAMAGE	.00	.00	1,000.00	1,000.00	.0
40-344-200 SALE OF ASSETS	.00	.00	.00	.00	.0
40-344-220 CONTRIBUTED SERVICES	.00	.00	.00	.00	.0
TOTAL MARINA REVENUES	1,641.77	1,641.77	368,084.00	366,442.23	.5
TOTAL FUND REVENUE	1,641.77	1,641.77	368,084.00	366,442.23	.5

8 % OF THE FISCAL YEAR HAS ELAPSED

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Section 10, Item A.

TOWN OF GRAND LAKE  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 1 MONTHS ENDING JANUARY 31, 2023

MARINA FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>MARINA OPERATIONS</u>						
40-460-100	GROSS WAGES - MARINA	2,672.05	2,672.05	71,500.00	68,827.95	3.7
40-460-103	OT/COMP TIME BUYOUT	.00	.00	1,500.00	1,500.00	.0
40-460-105	BONUS	.00	.00	1,000.00	1,000.00	.0
40-460-110	GROSS WAGES-MARINA PT/SEASONAL	.00	.00	130,000.00	130,000.00	.0
40-460-119	ACCRUED LEAVE EXPENSE	.00	.00	.00	.00	.0
40-460-130	GLC MEMBERSHIP BENEFIT	.00	.00	.00	.00	.0
40-460-131	LONGEVITY	.00	.00	.00	.00	.0
40-460-132	ICMA TOWN PAID BENEFIT	.00	.00	5,720.00	5,720.00	.0
40-460-133	HEALTH/DENTAL - EMPLOYEE	1,157.80	1,157.80	17,000.00	15,842.20	6.8
40-460-135	DEP HEALTH/DENTAL	.00	.00	.00	.00	.0
40-460-136	MEDICAL BENEFIT ALLOWANCE	299.00	299.00	1,200.00	901.00	24.9
40-460-141	UNEMPLOYMENT INSURANCE	.00	.00	609.00	609.00	.0
40-460-142	WORKERS' COMPENSATION	3,150.00	3,150.00	20,000.00	16,850.00	15.8
40-460-143	SOCIAL SECURITY MATCH	147.72	147.72	12,586.00	12,438.28	1.2
40-460-144	MEDICARE MATCH	34.54	34.54	2,944.00	2,909.46	1.2
40-460-211	GENERAL OFFICE SUPPLIES	.00	.00	600.00	600.00	.0
40-460-214	SMALL EQUIP/COMP HRDWARE	.00	.00	500.00	500.00	.0
40-460-222	SHOP SUPPLIES	.00	.00	2,500.00	2,500.00	.0
40-460-223	BOAT SUPPLIES	.00	.00	2,000.00	2,000.00	.0
40-460-227	TOOLS	.00	.00	500.00	500.00	.0
40-460-231	FUEL	.00	.00	10,000.00	10,000.00	.0
40-460-232	VEHICLE MAINTENANCE	.00	.00	500.00	500.00	.0
40-460-233	EQUIPMENT (BOAT) MAINTENANCE	.00	.00	15,000.00	15,000.00	.0
40-460-237	BUILDING/FACILITY MAINTENANCE	.00	.00	2,000.00	2,000.00	.0
40-460-301	CONTRIBUTIONS	.00	.00	.00	.00	.0
40-460-312	COMPUTER SERVICES	289.40	289.40	2,000.00	1,710.60	14.5
40-460-314	ADS AND LEGAL NOTICES	.00	.00	2,000.00	2,000.00	.0
40-460-316	DUES/MEMBERSHIPS	.00	.00	275.00	275.00	.0
40-460-317	UNIFORMS	.00	.00	1,000.00	1,000.00	.0
40-460-318	MISCELLANEOUS SERVICES	.00	.00	300.00	300.00	.0
40-460-320	MARKETING	280.00	280.00	500.00	220.00	56.0
40-460-330	BANK/CREDIT CARD FEES	.00	.00	7,500.00	7,500.00	.0
40-460-341	ELECTRIC UTILITY	.00	.00	800.00	800.00	.0
40-460-342	SEWER UTILITY	123.00	123.00	575.00	452.00	21.4
40-460-343	WATER UTILITY	147.00	147.00	588.00	441.00	25.0
40-460-344	TELEPHONE/INTERNET UTILITY	100.12	100.12	1,200.00	1,099.88	8.3
40-460-350	BOAT REGISTRATION	.00	.00	900.00	900.00	.0
40-460-351	LICENSES	.00	.00	100.00	100.00	.0
40-460-355	PURCHASED PROFESSIONAL SERV.	.00	.00	500.00	500.00	.0
40-460-360	SALES TAX	.00	.00	.00	.00	.0
40-460-361	MARINA OVER/SHORT	.00	.00	.00	.00	.0
40-460-370	TRAINING/TRAVEL	.00	.00	500.00	500.00	.0
40-460-510	LEGAL	.00	.00	.00	.00	.0
40-460-512	AUDIT	.00	.00	1,500.00	1,500.00	.0
40-460-513	PROPERTY/CASUALTY INSURANCE	888.38	888.38	4,500.00	3,611.62	19.7
40-460-514	POSITION BONDS	.00	.00	300.00	300.00	.0
40-460-515	ENGINEERING/SURVEY	.00	.00	.00	.00	.0
40-460-516	SITE LEASE	.00	.00	1.00	1.00	.0
40-460-700	DEPRECIATION RESERVE	.00	.00	.00	.00	.0
40-460-750	FIREWORKS	.00	.00	45,000.00	45,000.00	.0
40-460-870	CONTINGENCY	.00	.00	6,000.00	6,000.00	.0

8 % OF THE FISCAL YEAR HAS ELAPSED

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Section 10, Item A.

TOWN OF GRAND LAKE  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 1 MONTHS ENDING JANUARY 31, 2023

		MARINA FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
TOTAL MARINA OPERATIONS		9,289.01	9,289.01	373,698.00	364,408.99	2.5
MARINA CAPITAL						
40-960-610	CAPITAL EQUIPMENT	.00	.00	.00	.00	.0
40-960-750	CAPITAL CONTRIBS (INTERFUND)	.00	.00	.00	.00	.0
40-960-995	FACILITIES IMPROVEMENTS	.00	.00	80,000.00	80,000.00	.0
40-960-999	CONTRA CAPITAL OUTLAY	.00	.00	.00	.00	.0
TOTAL MARINA CAPITAL		.00	.00	80,000.00	80,000.00	.0
TOTAL FUND EXPENDITURES		9,289.01	9,289.01	453,698.00	444,408.99	2.1
NET REVENUE OVER EXPENDITURES		( 7,647.24)	( 7,647.24)	( 85,614.00)	( 77,966.76)	( 8.9)

8 % OF THE FISCAL YEAR HAS ELAPSED

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TOWN OF GRAND LAKE  
BALANCE SHEET  
JANUARY 31, 2023

PAY-AS-YOU-THROW FUND

<u>ASSETS</u>			
50-100000	CASH IN COMBINED CASH FUND	184,674.21	
50-116000	PETTY CASH	50.00	
50-117000	ACCOUNTS RECEIVABLE	.00	
50-117500	ACCOUNTS RECIVABLE - AR	6,731.86	
50-127000	ASSET - BAG INVENTORY	4,333.66	
50-143100	PREPAID EXPENSES	.00	
		<hr/>	
	TOTAL ASSETS		195,789.73
			<hr/> <hr/>
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
50-200000	ACCOUNTS PAYABLE GENERAL	7.39	
50-223100	PREPAID ACCOUNTS	.00	
50-231000	DUE TO G.F. FROM PAYT	.00	
		<hr/>	
	TOTAL LIABILITIES		7.39
<u>FUND EQUITY</u>			
50-275000	UNAPPROP. RETAINED EARNINGS	195,470.15	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	312.19	
		<hr/>	
	BALANCE - CURRENT DATE	312.19	
		<hr/>	
	TOTAL FUND EQUITY		195,782.34
			<hr/> <hr/>
	TOTAL LIABILITIES AND EQUITY		195,789.73
			<hr/> <hr/>

TOWN OF GRAND LAKE  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 1 MONTHS ENDING JANUARY 31, 2023

PAY-AS-YOU-THROW FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	%
<u>PAYT REVENUES</u>					
50-344-110 BAGS: DIRECT SALES (T)	154.00	154.00	4,000.00	3,846.00	3.9
50-344-115 BAGS: VENDOR PURCHASE (NT)	2,400.00	2,400.00	75,000.00	72,600.00	3.2
50-344-140 INTEREST REVENUE	.00	.00	300.00	300.00	.0
	2,554.00	2,554.00	79,300.00	76,746.00	3.2
TOTAL PAYT REVENUES					
	2,554.00	2,554.00	79,300.00	76,746.00	3.2
TOTAL FUND REVENUE					



Section 10, Item A.

TOWN OF GRAND LAKE  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 1 MONTHS ENDING JANUARY 31, 2023

PAY-AS-YOU-THROW FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>PAYT OPERATIONS</u>						
50-470-200	BAGS FOR RESALE	.00	.00	2,300.00	2,300.00	.0
50-470-250	COGS - BAGS	.00	.00	6,500.00	6,500.00	.0
50-470-300	DUMPSTER SERVICE	1,983.82	1,983.82	30,000.00	28,016.18	6.6
50-470-301	RECYCLING CONTRIBUTION	250.00	250.00	1,500.00	1,250.00	16.7
50-470-305	RECYCLING PROGRAM	.00	.00	5,000.00	5,000.00	.0
50-470-310	SITE LEASE	.00	.00	1.00	1.00	.0
50-470-312	COMPUTER SERVICES	.00	.00	450.00	450.00	.0
50-470-315	SITE MAINTENANCE	7.99	7.99	25,000.00	24,992.01	.0
50-470-320	BUSINESS LICENSE	.00	.00	165.00	165.00	.0
50-470-350	SALES TAX	.00	.00	700.00	700.00	.0
50-470-512	AUDIT	.00	.00	450.00	450.00	.0
50-470-870	CONTINGENCY	.00	.00	.00	.00	.0
	<b>TOTAL PAYT OPERATIONS</b>	<b>2,241.81</b>	<b>2,241.81</b>	<b>72,066.00</b>	<b>69,824.19</b>	<b>3.1</b>
<u>PAYT CAPITAL</u>						
50-970-751	SITE IMPROVEMENTS	.00	.00	20,000.00	20,000.00	.0
	<b>TOTAL PAYT CAPITAL</b>	<b>.00</b>	<b>.00</b>	<b>20,000.00</b>	<b>20,000.00</b>	<b>.0</b>
	<b>TOTAL FUND EXPENDITURES</b>	<b>2,241.81</b>	<b>2,241.81</b>	<b>92,066.00</b>	<b>89,824.19</b>	<b>2.4</b>
	<b>NET REVENUE OVER EXPENDITURES</b>	<b>312.19</b>	<b>312.19</b>	<b>( 12,766.00)</b>	<b>( 13,078.19)</b>	<b>2.5</b>

8 % OF THE FISCAL YEAR HAS ELAPSED

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Section 10, Item A.

TOWN OF GRAND LAKE  
 BALANCE SHEET  
 JANUARY 31, 2023

CAPITAL IMPROVEMENT FUND

<u>ASSETS</u>			
90-100000	CASH IN COMBINED CASH FUND	(	156,667.96)
90-109100	COLOTRUST		728,913.30
90-117000	ACCOUNTS RECEIVABLE		60,425.02
90-117500	ACCOUNTS RECIVABLE - AR		.00
			632,670.36
	<b>TOTAL ASSETS</b>		<b>632,670.36</b>
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
90-200000	ACCOUNTS PAYABLE GENERAL		274,950.58
			274,950.58
	<b>TOTAL LIABILITIES</b>		<b>274,950.58</b>
<u>FUND EQUITY</u>			
90-270000	SURPLUS FUND		280,500.00
90-275000	RETAINED EARNINGS - PRIOR		74,404.57
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD		2,815.21
			2,815.21
	<b>BALANCE - CURRENT DATE</b>		<b>2,815.21</b>
	<b>TOTAL FUND EQUITY</b>		<b>357,719.78</b>
	<b>TOTAL LIABILITIES AND EQUITY</b>		<b>632,670.36</b>

8 % OF THE FISCAL YEAR HAS ELAPSED

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Section 10, Item A.

TOWN OF GRAND LAKE  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 1 MONTHS ENDING JANUARY 31, 2023

CAPITAL IMPROVEMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	%
<u>CIF REVENUES</u>						
90-344-110	1% SALES & USE TAX	.00	.00	584,250.00	584,250.00	.0
90-344-140	INTEREST REVENUES	2,815.21	2,815.21	6,000.00	3,184.79	46.9
90-344-160	MISC REVENUE	.00	.00	.00	.00	.0
90-344-300	EV REVENUE	.00	.00	.00	.00	.0
90-344-910	DOLA 2017 TIER II PHASE 1	.00	.00	.00	.00	.0
90-344-920	DOLA 2017 TIER II PHASE 2	.00	.00	.00	.00	.0
	<b>TOTAL CIF REVENUES</b>	2,815.21	2,815.21	590,250.00	587,434.79	.5
<u>CIF OTHER REVENUES</u>						
90-391-360	TXFR IN FROM WATER ENTERPRISE	.00	.00	.00	.00	.0
	<b>TOTAL CIF OTHER REVENUES</b>	.00	.00	.00	.00	.0
	<b>TOTAL FUND REVENUE</b>	2,815.21	2,815.21	590,250.00	587,434.79	.5

8 % OF THE FISCAL YEAR HAS ELAPSED

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Section 10, Item A.

TOWN OF GRAND LAKE  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 1 MONTHS ENDING JANUARY 31, 2023

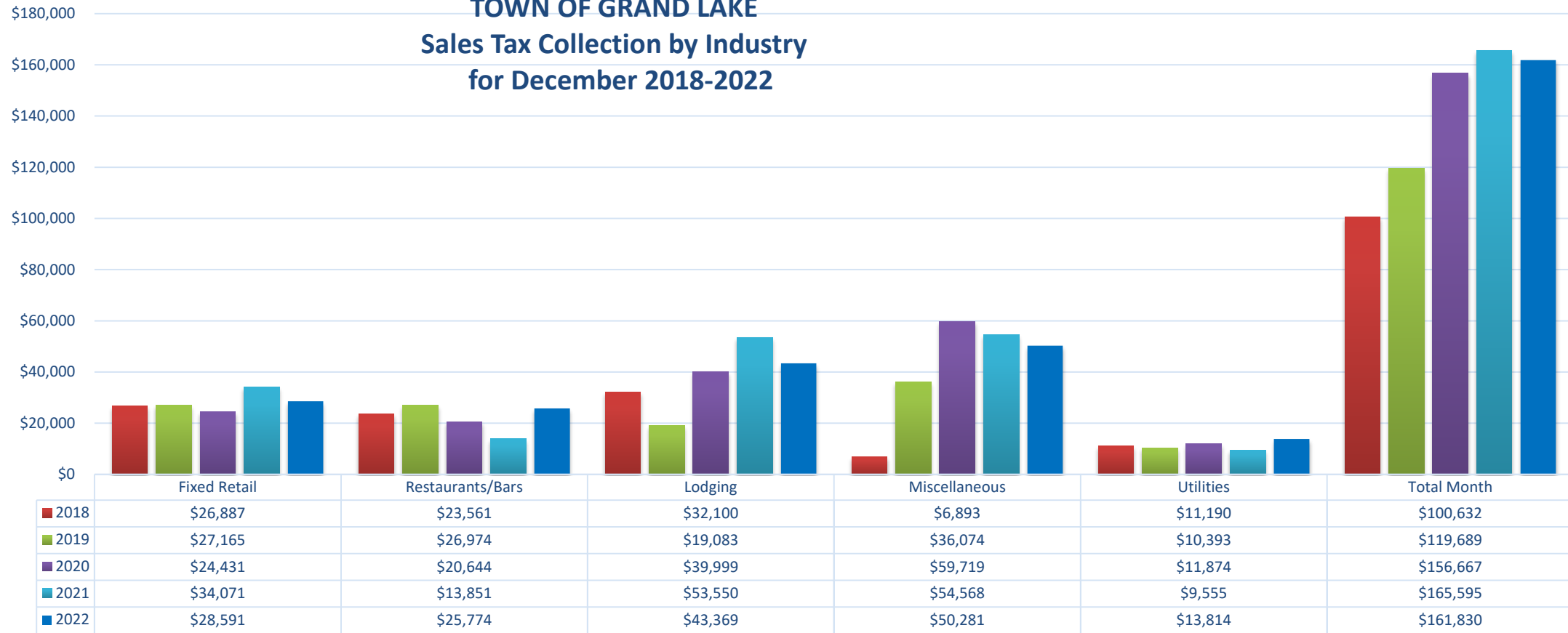
CAPITAL IMPROVEMENT FUND

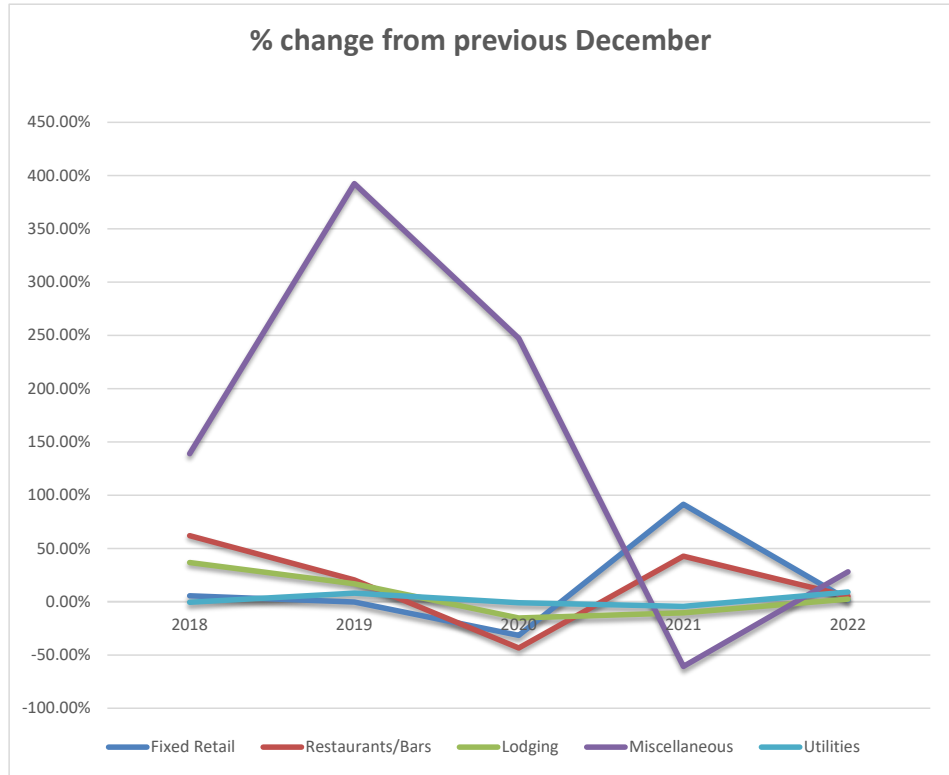
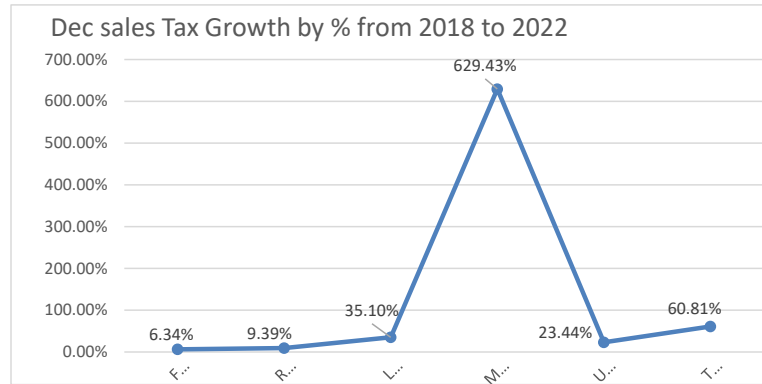
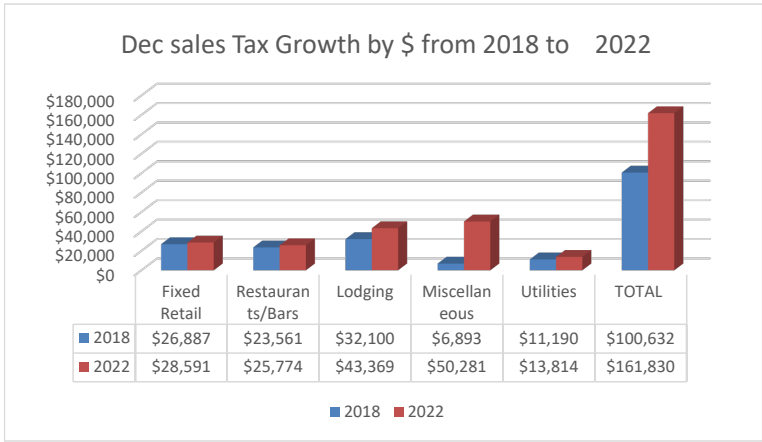
	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>CAP IMP FUND OPERATIONS</u>					
90-431-870 CONTINGENCY	.00	.00	300.00	300.00	.0
90-431-999 TABOR REQ'D EMERGENCY RESERVE	.00	.00	.00	.00	.0
<b>TOTAL CAP IMP FUND OPERATIONS</b>	<b>.00</b>	<b>.00</b>	<b>300.00</b>	<b>300.00</b>	<b>.0</b>
<u>CIF EXPENSES</u>					
90-444-300 EV EXPENSES	.00	.00	.00	.00	.0
90-444-310 COLORADO TREE COALITION EXPENS	.00	.00	.00	.00	.0
90-444-330 REVITALIZING MAIN STREET EXP	.00	.00	.00	.00	.0
<b>TOTAL CIF EXPENSES</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.0</b>
<u>CAP IMP FUND DEBT SERVICE</u>					
90-831-471 SALES TAX BONDS - PRINCIPAL	.00	.00	120,000.00	120,000.00	.0
90-831-472 SALES TAX BONDS - INTEREST	.00	.00	157,050.00	157,050.00	.0
<b>TOTAL CAP IMP FUND DEBT SERVICE</b>	<b>.00</b>	<b>.00</b>	<b>277,050.00</b>	<b>277,050.00</b>	<b>.0</b>
<u>CAP IMP FUND CAPITAL</u>					
90-931-200 CAPITAL PAVEMENT	.00	.00	263,000.00	263,000.00	.0
90-931-201 CAPITAL BOARDWALKS	.00	.00	50,000.00	50,000.00	.0
90-931-910 STREETScape	.00	.00	.00	.00	.0
90-931-912 STREETScape-MAINTENANCE	.00	.00	.00	.00	.0
90-931-915 STREETScape PLAN/PROJECT MAN	.00	.00	.00	.00	.0
90-931-916 STREETScape- BELOW GROUND	.00	.00	.00	.00	.0
90-931-917 STREETScape-ABOVE GROUND	.00	.00	.00	.00	.0
90-931-918 STREETScape- MISC.	.00	.00	.00	.00	.0
90-931-919 STREETScape-LANDSCAPING	.00	.00	.00	.00	.0
<b>TOTAL CAP IMP FUND CAPITAL</b>	<b>.00</b>	<b>.00</b>	<b>313,000.00</b>	<b>313,000.00</b>	<b>.0</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>.00</b>	<b>.00</b>	<b>590,350.00</b>	<b>590,350.00</b>	<b>.0</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>2,815.21</b>	<b>2,815.21</b>	<b>( 100.00)</b>	<b>( 2,915.21)</b>	<b>2815.2</b>

8 % OF THE FISCAL YEAR HAS ELAPSED

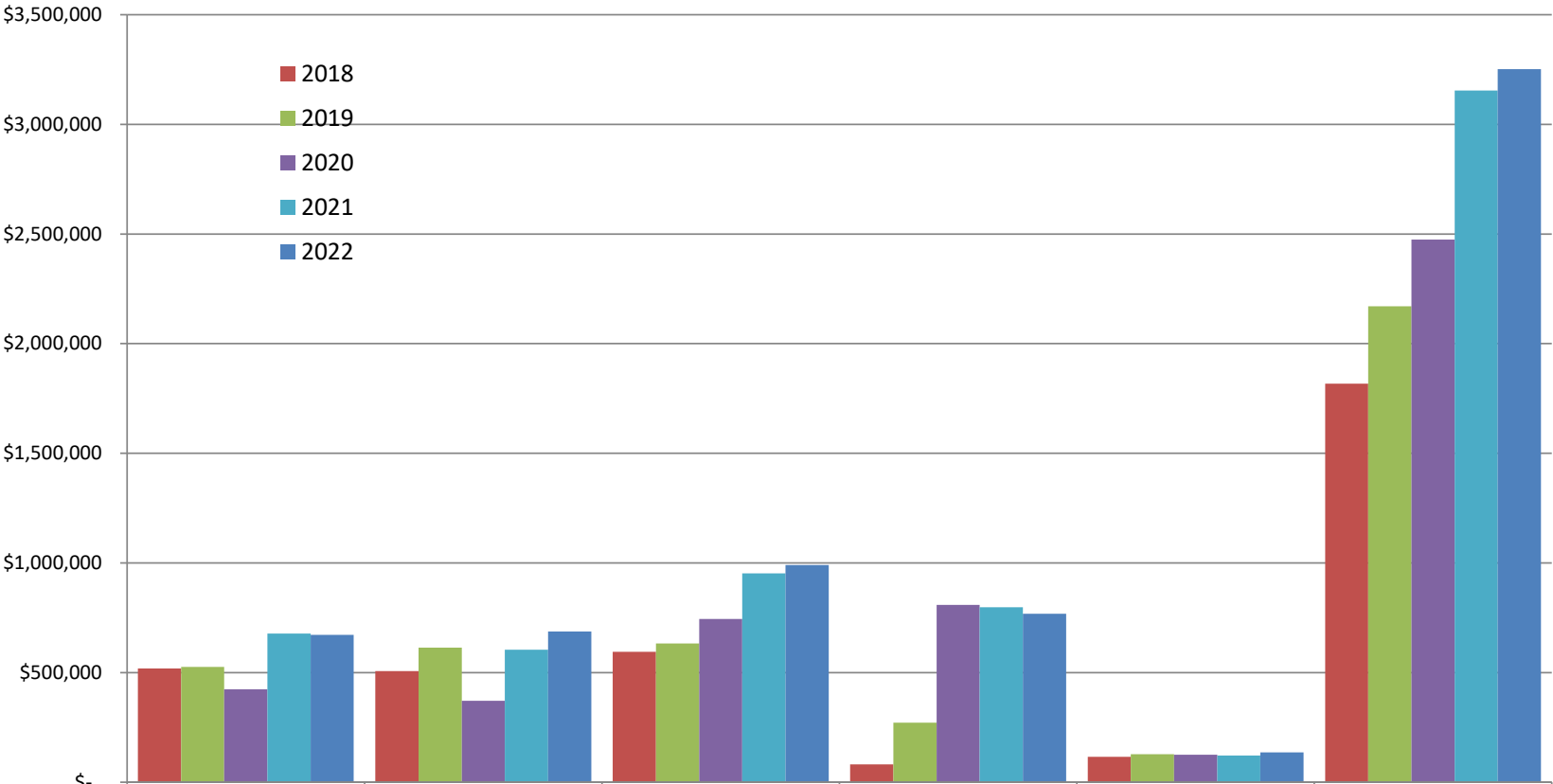
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### TOWN OF GRAND LAKE Sales Tax Collection by Industry for December 2018-2022





### TOWN OF GRAND LAKE Sales Tax Collection by Industry for Year to Date 2018-2022 January through December YTD



	Fixed Retail	Restaurants/Bars	Lodging	Miscellaneous	Utilities	Total Year To Date
2018	\$518,463	\$507,062	\$594,587	\$80,813	\$116,155	\$1,817,074
2019	\$525,446	\$613,174	\$633,248	\$271,518	\$127,274	\$2,170,658
2020	\$423,956	\$371,185	\$744,973	\$808,985	\$125,042	\$2,474,139
2021	\$677,759	\$603,745	\$952,695	\$798,138	\$122,168	\$3,154,500
2022	\$671,379	\$687,484	\$989,927	\$767,592	\$135,956	\$3,252,321

**4% SALES TAX CASH FLOW REPORT:  
TOWN OF GRAND LAKE  
FISCAL YEAR 2022**

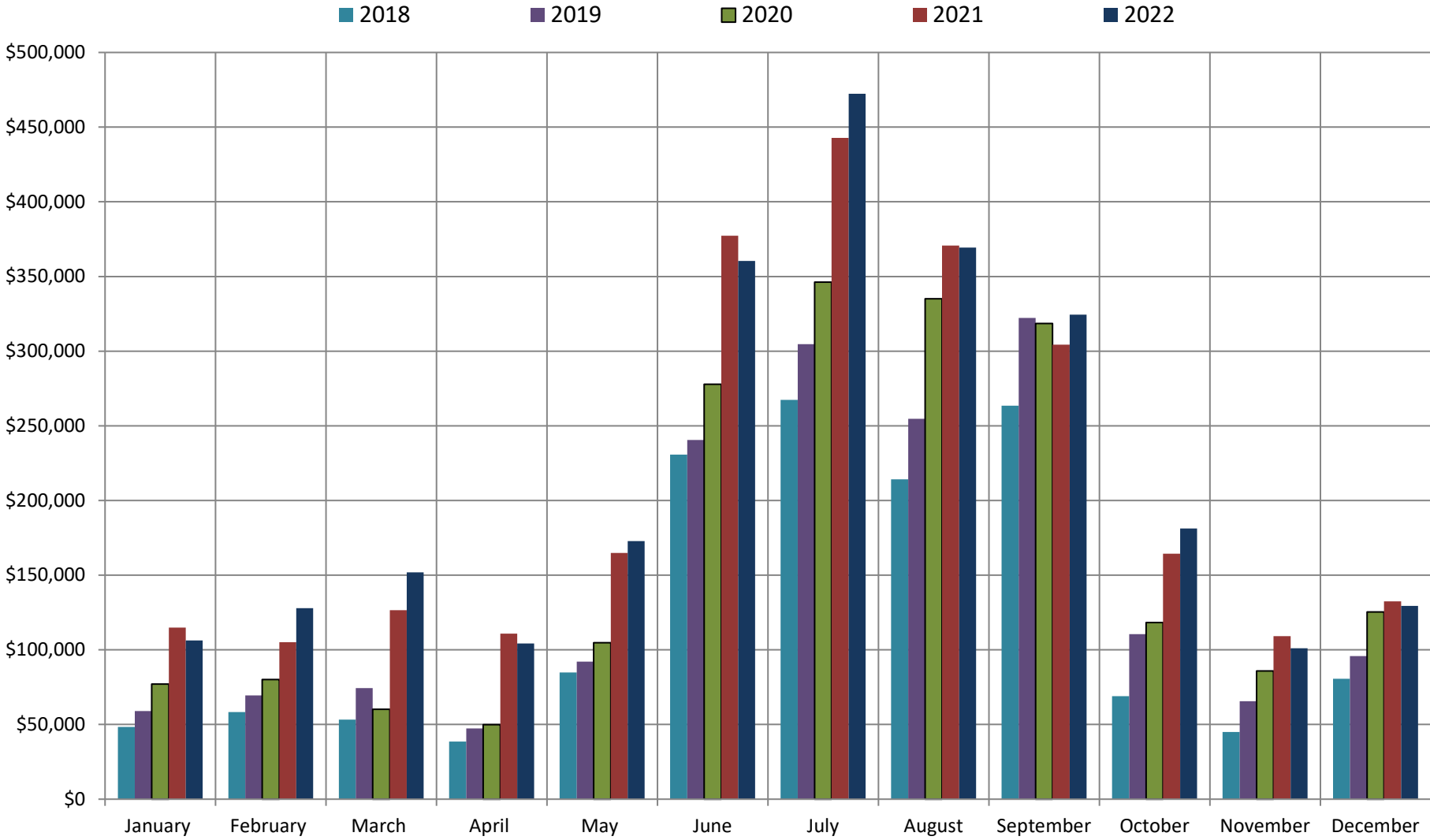
<b>Sales Month</b>	<b>2022</b>	<b>2021</b>	<b>Fiscal Year 2020</b>	<b>2019</b>	<b>2018</b>
January	\$106,350	\$114,888	\$77,149	\$58,933	\$48,333
February	\$127,918	\$105,125	\$80,166	\$69,478	\$58,344
March	\$151,941	\$126,469	\$60,184	\$74,443	\$53,192
April	\$104,344	\$110,867	\$49,912	\$47,378	\$38,591
May	\$172,788	\$164,901	\$104,689	\$92,138	\$84,862
June	\$360,464	\$377,346	\$277,913	\$240,589	\$230,804
July	\$472,409	\$442,768	\$346,264	\$304,721	\$267,371
August	\$369,399	\$370,626	\$335,005	\$254,709	\$214,246
September	\$324,475	\$304,337	\$318,513	\$322,285	\$263,514
October	\$181,308	\$164,428	\$118,313	\$110,559	\$68,969
November	\$100,997	\$109,224	\$85,868	\$65,583	\$44,932
December	\$129,464	\$132,476	\$125,334	\$95,751	\$80,654

**YEAR TO DATE CASH FLOW COMPARISON**

	<b>Year to Date Total</b>	<b>Percent of Budget</b>	<b>Percent change from previous Year to Date</b>	<b>Dollar change from previous Year to Date</b>	<b>Budgeted Amount</b>
<b>2022</b>	\$2,601,856	105.72%	3.11%	\$ 78,401.40	\$2,461,018
<b>2021</b>	\$2,523,455	144.87%	27.49%	\$ 544,143.92	\$1,741,825
<b>2020</b>	\$1,979,311	119.29%	13.98%	\$ 242,743.66	\$1,659,230
<b>2019</b>	\$1,736,567	124.13%	30.74%	\$ 408,340.53	\$1,398,967
<b>2018</b>	\$1,328,227	104.56%	3059.69%	\$ 1,286,190.02	\$1,270,354



### 4% SALES TAX CASH FLOW 2022 YTD through December



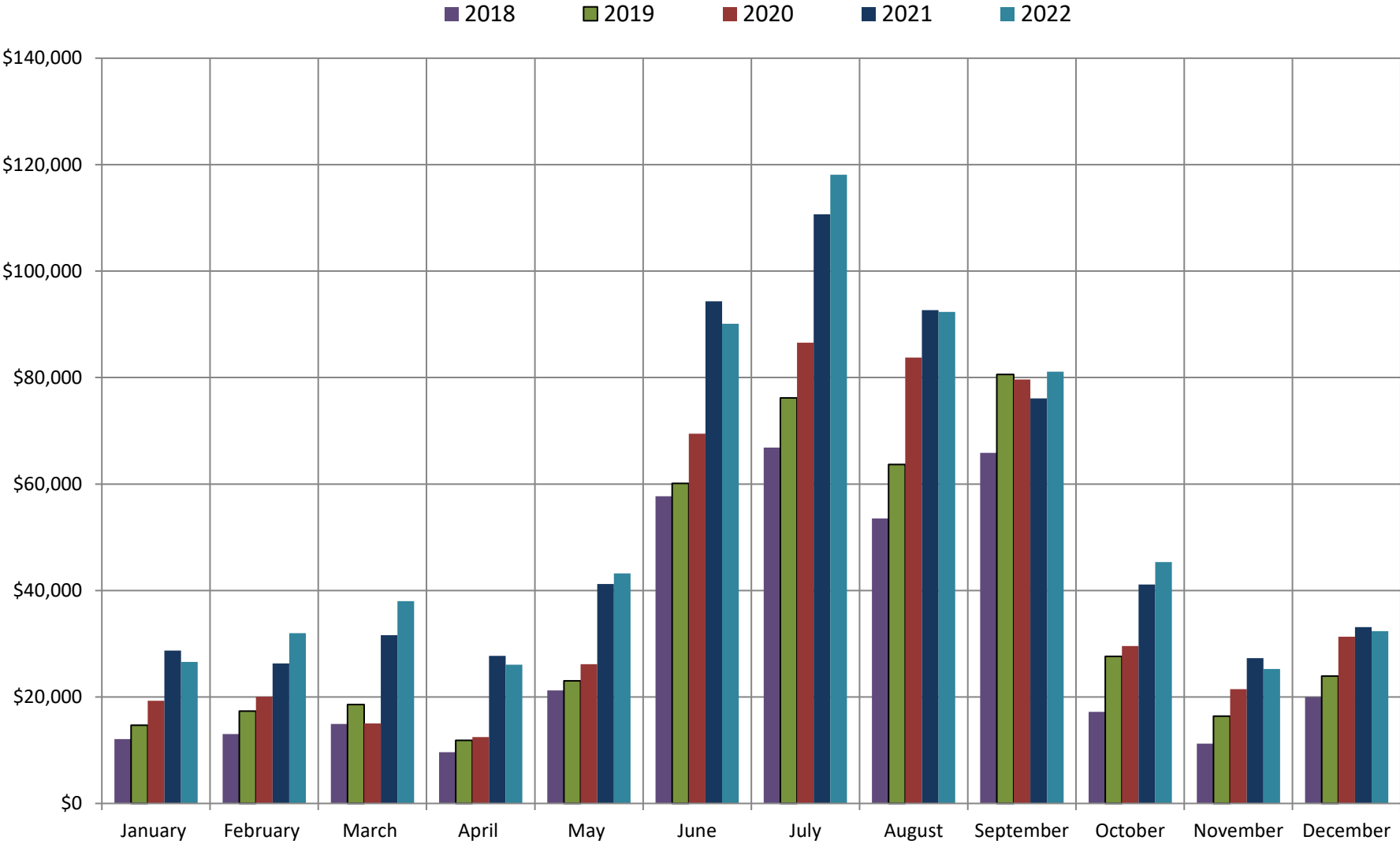
**1% SALES TAX CASH FLOW REPORT:  
TOWN OF GRAND LAKE  
FISCAL YEAR 2022**

Sales Month	FISCAL YEAR				
	2022	2021	2020	2019	2018
January	\$26,587	\$28,722	\$19,287	\$14,712	\$12,082
February	\$31,979	\$26,281	\$20,042	\$17,367	\$13,041
March	\$37,985	\$31,617	\$15,046	\$18,583	\$14,915
April	\$26,086	\$27,717	\$12,478	\$11,844	\$9,638
May	\$43,197	\$41,225	\$26,172	\$23,035	\$21,219
June	\$90,116	\$94,336	\$69,478	\$60,147	\$57,697
July	\$118,102	\$110,692	\$86,566	\$76,180	\$66,841
August	\$92,350	\$92,656	\$83,751	\$63,677	\$53,530
September	\$81,119	\$76,084	\$79,628	\$80,571	\$65,870
October	\$45,327	\$41,107	\$29,578	\$27,640	\$17,200
November	\$25,249	\$27,306	\$21,467	\$16,396	\$11,248
December	\$32,366	\$33,119	\$31,333	\$23,938	\$19,978

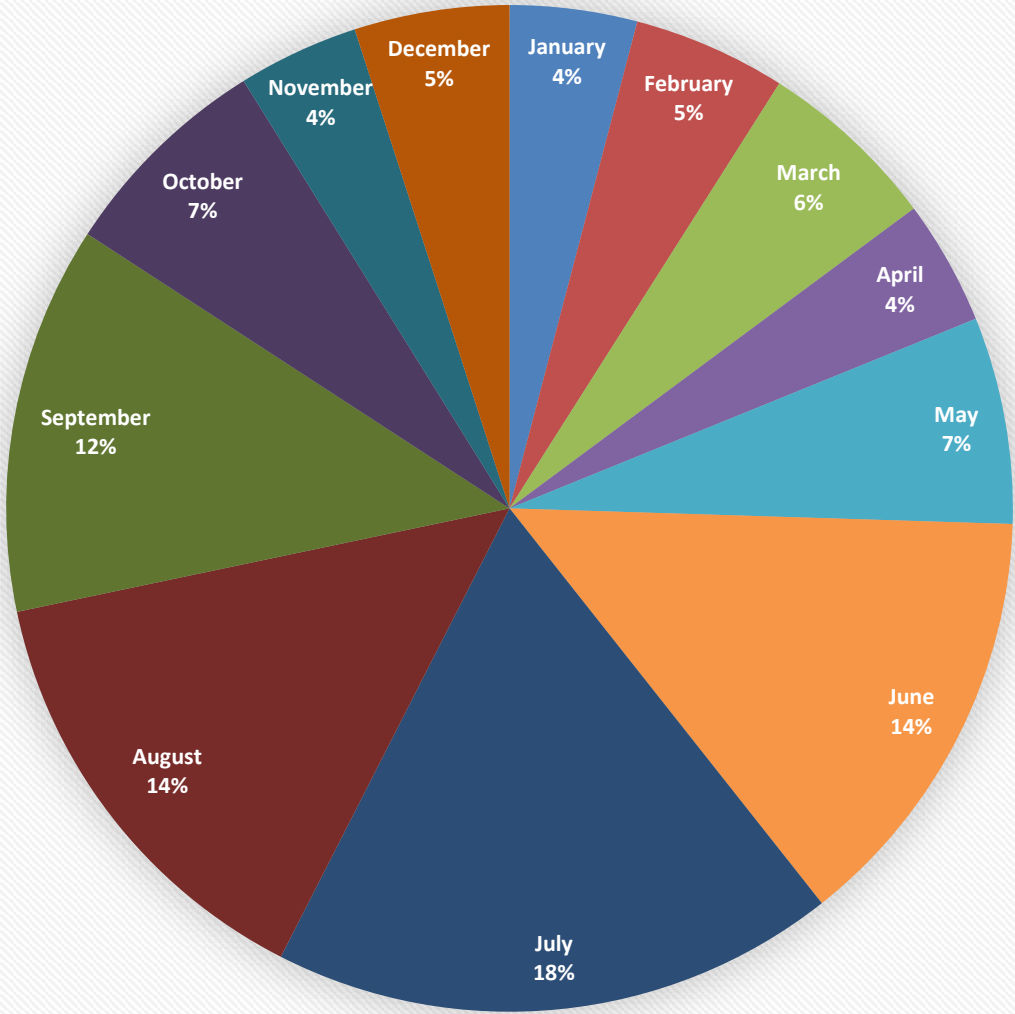
**YEAR TO DATE CASH FLOW COMPARISON**

	Year to Date Total	Percent of Budget	Percent change from previous Year to Date	Dollar change from previous Year to Date	Budgeted Amount
<b>2022</b>	\$650,464	105.72%	3.11%	\$ 19,600	\$615,252.00
<b>2021</b>	\$630,864	145.03%	27.49%	\$ 136,036	\$435,000.00
<b>2020</b>	\$494,828	111.04%	13.99%	\$ 60,738	\$445,635.00
<b>2019</b>	\$434,090	121.98%	19.50%	\$ 70,830	\$355,882.00
<b>2018</b>	\$363,261	115.88%	3501.79%	\$ 353,175	\$313,491.00

# 1% SALES TAX CASH FLOW 2022 YTD through Sept

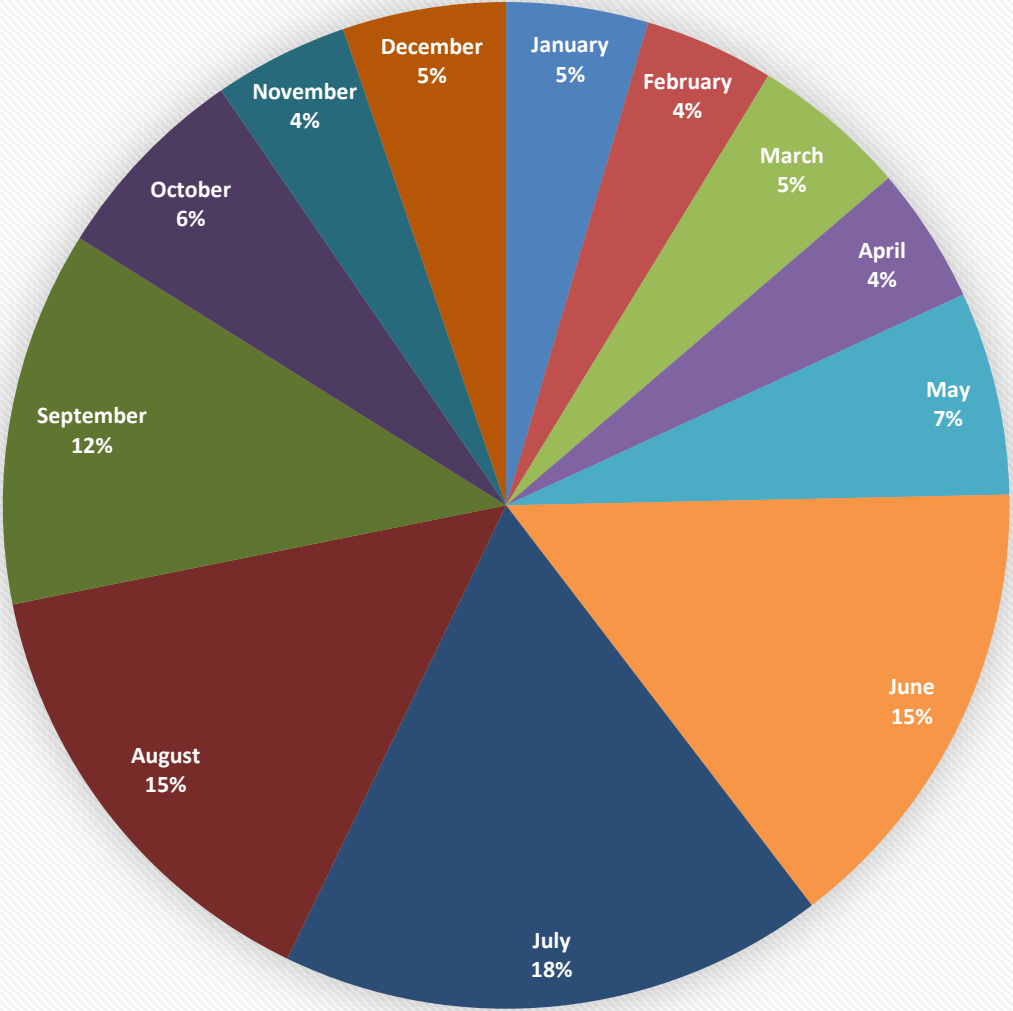


### % of Sales Tax revenues per month for YTD 2022



■ January ■ February ■ March ■ April ■ May ■ June ■ July ■ August ■ September ■ October ■ November ■ December ■ January

### % of Sales Tax revenues per month for YTD 2021



ary February March April May June July August September October November December



1026 Park Ave · PO Box 99  
Grand Lake, CO 80447  
970-627-3435  
[www.townofgrandlake.com](http://www.townofgrandlake.com)

To: Mayor Kudron and the Grand Lake Board of Trustees  
From: John Crone, Town Manager  
Re: Historic Designation for Community House  
Date: February 27, 2023

## **Background**

The Grand Lake Area Historical Society has long served as a very important part of our Town. It's volunteers have worked tirelessly to preserve and promote the historic buildings and sites in Town in order to tell the story of Grand Lake's History.

One of the tools that the GLAHS uses to tell the story of Grand Lake is through its historic walking tours. The GLAHS has identified several buildings and locations that have served a crucial role in the development of the Town. They have presented plaques to these locations that explain some of the history of the buildings and how they tie into the larger fabric of the Town.

The GLAHS has recently decided to recognize the Community House for the vital historical role that it has taken in helping our community to become what it currently is. The Community House was originally built in 1921 after the residents of Grand Lake raised money to build it and volunteered the work needed for its construction. Since its construction, the Community House has served its role as a center where the Townspeople can come together to work, play and celebrate what it means to be a Grand Laker.

The Community House is on the Colorado State Register of Historical Places and now it's story will be told to all of our locals and guests. The Town greatly appreciates the efforts of the Grand Lake Area Historical Society and gratefully accepts the new designation that the GLAHS has bestowed on the Community House.



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www.townofgrandlake.com

To: Mayor Kudron and the Board of Trustees  
From: John Crone, Town Manager  
Re: Hilly Lawn 2023 Contract  
Date: February 27, 2023

### **Background**

For many years, the Town has contracted with Hilly Lawn to provide landscape services on our numerous plantings. Hilly Lawn's service has always been performed with skill and professionalism.

The 2022 contract totaled \$54,290. The proposed 2023 contract totals \$68,668. The 2023 contract will cover significantly more gardens and plantings than the Town maintained in 2022. It also reflects a needed COL increase and the increased cost of gasoline.

The proposed 2023 contract incorporates several increases over the 2022 contract. The contract includes an increase of twenty percent in pay to account for an increased cost of living and an increase in the scope of the work. The scope of work is increasing because of many additional plantings located throughout the Town, including down at the beach area, along Park Avenue, and out at Veteran's Memorial Park. The contract also includes an increase in the gas allowance to reflect increased gas costs, and an increase in the materials budget to reflect the additional plantings that Hilly Lawn will be maintaining.

The Town has received numerous compliments on our gardens over the past couple of years. They definitely impact the experience that our locals and our visitors have when they walk around town. Replacing Hilly Lawn would be very difficult unless the Town paid significantly more than Hilly Lawn is asking.

Staff recommends that the Board approve a contract with Hilly Lawn for landscape services in 2023.

### **Motion**

If the Board wishes to continue employing Hilly Lawn in 2023, it should adopt the following motion:

I move to instruct the Mayor to execute the attached contract with Hilly Lawn for 2023 landscape services.

**AGREEMENT FOR LANDSCAPING  
AND GARDENING SERVICES**

THIS AGREEMENT, dated this 27th day of February 2023, is by and between the Town of Grand Lake (Town) and Carol Ann Thompson and Carla Lawn, d/b/a Hilly Lawn, 9921 Highway 34, #31, Grand Lake, Colorado (Landscape) for contract gardening and landscaping services:

**WITNESSETH:**

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

1) Landscape is hired by the Town for contract gardening and landscaping. Total compensation for the period of this Contract shall be Fifty Thousand Eight Hundred Sixty-Eight Dollars (\$50,868.00), which shall be prorated over six months in equal payments (\$8,478.00) and Reimbursed fuel at Two Thousand Eight Hundred dollars (\$2,800.00), which shall be prorated over six months in equal payments (\$233.33) beginning in June (for month of May) and ending in November (for month of October). It shall be the Landscape's responsibility to bill the Town in accordance with the Town's normal billing/accounts payable cycles.

2) General supplies, including plants, fertilizer, plant food, etc., whether purchased by the Landscape and reimbursed by the Town or charged to a Town credit account, shall not exceed Fifteen Thousand Dollars (\$15,000.00). Landscape shall keep a written record of all supplies purchased. Any reimbursement or expenditures in excess of these amounts must be approved in advance, in writing, by the Town Manager.

3) Landscape is classified as a contract laborer. As such, the Town shall not withhold taxes nor contribute FICA or Workers' Compensation insurance for, or on behalf of, Landscape. Landscape shall not be entitled to vacation pay, sick leave, holiday pay, or other benefits accorded to regular employees as the same are defined in the Town's personnel policies. It is understood that Landscape will supply, if applicable, its own Workers' Compensation coverage.

4) Landscape shall be responsible for the acts, errors, or omissions of Landscape and its employees, consultants, agents and any other persons employed or retained on behalf of Landscape in connection with this Agreement. Landscape agrees to indemnify, hold harmless and defend the Town and its directors, officers, trustees, employees, agents, and attorneys for the actions, errors and omissions of Landscape and Landscape's employees, consultants, agents and any other persons employed or retained on behalf of Landscape in the performance of this Agreement. The parties recognize that the Town is a governmental entity subject to the provisions of the Colorado Governmental Immunity Act, Section 24-10-101. et seq., C.R.S., and the Town does not waive any of its rights under the Act by entering into this Agreement.

5) At its sole cost, Landscape agrees to purchase and maintain in effect through the terms of this Agreement, insurance that will protect the Town and Landscape from claims which may arise out of, result from or be related to the Landscape's performance of the work outlined in this Agreement, whether such performance be by the Landscape or by someone directly or indirectly retained or employed by Landscape or by anyone for whose acts, errors, or omissions any of them may be liable. A copy of all policies or signed certificates of insurance shall be on file with the Town at all times, shall be appropriately endorsed to give the Town a minimum of thirty (30) days notice of cancellation or intention of non-renewal or restriction of coverage, and shall be statutory in



conformance with the laws of the State of Colorado. Such insurances required herein shall be written for limits as follows:

- A. Commercial General Liability
  - i. Bodily Injury and Property Damage
    - \$2,000,000 each occurrence
    - \$4,000,000 aggregate
  - ii. Personal Injury
    - \$2,000,000 each occurrence
    - \$4,000,000 aggregate
  
- B. Commercial Automobile Liability
  - i. Bodily Injury & Property Damage (Combined Single Limit)
    - \$1,000,000 any one accident or loss

6) It is specifically agreed that neither Landscaper nor any person working on its behalf on the project shall discriminate against any person because of age, race, sex, national origin, ancestry, disability or religion.

7) Landscaper’s work shall be coordinated with, and overseen by, the Town’s Public Works Director with policy guidance from the Town’s Greenways Committee.

8) Landscaper will comply with all local, State and Federal laws and regulations.

9) This Agreement may be terminated by either party upon ten (30) days written notice.

10) This Agreement shall be in force and effect beginning on May 1, 2023 and shall terminate on or before October 31, 2023 with the understanding that there is a budget amount of \$50,868 for landscaping services, \$15,000 for supplies and \$2800 for fuel, which may not be exceeded in the fiscal year 2023, unless authorized in advance, in writing, by the Town Manager.

TOWN OF GRAND LAKE

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

By: \_\_\_\_\_  
Carol Ann Thompson

By: \_\_\_\_\_  
Carla Lawn



1026 Park Ave · PO Box 99  
Grand Lake, CO 80447  
970-627-3435  
www.townofgrandlake.com

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**Date:** February 27, 2023  
**To:** Mayor Kudron and the Board of Trustees  
**From:** Dave Johnson, Water Department Director  
**Re:** Approval of a Bid for a New Water Department Truck

**Background**

The Town of Grand Lake operates the Water Department as an enterprise fund. Among other things, this means that the Water Department operates under its own budget and is limited to the amount of money that can be contributed by the Town to offset expenses. Fortunately, the Water Department has a very healthy fund balance (over \$2,100,000).

The Water Department is in need of a new pick-up truck in order to properly do its work. After researching several options, the Water Department Director, Dave Johnson, found that the best price offer came from Summit Ford. The total bid price came in at \$47,570.00 for a 2023 Ford F-150.

**Motion**

If the Board of Trustees desires to accept the bid of Summit Ford for the new pick-up truck, then it may do so by approving the following motion:

*I move to accept the bid of Summit Ford for a 2023 Ford F-150 pick-up truck for a total cost of \$43,097.67.*

STATE OF COLORADO

Dealer's Bill of Sale for a Motor Vehicle

ANY ALTERATION OR ERASURE VOIDS THIS DOCUMENT

No. A 8434459

PRINT NAME OF LICENSED COLORADO DEALER <b>SUMMIT FORD</b>		PRINT DEALER NUMBER <b>45133</b>	
STREET ADDRESS <b>200 BUFFALO MOUNTAIN DRIVE</b>		CITY <b>SILVERTHORNE</b>	STATE <b>CO</b>
VEHICLE IDENTIFICATION NUMBER (VIN) <b>1FTEX1EP7PKD27474</b>		YEAR <b>2023</b>	MAKE <b>FORD</b>
FUEL TYPE (CHECK ONE) <input checked="" type="checkbox"/> GAS <input type="checkbox"/> DIESEL <input type="checkbox"/> ELECTRIC <input type="checkbox"/> OTHER		STATUS OF VEHICLE (CHECK ONE) <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	
SELL, ASSIGN, AND CONSIGN TO <b>TOWN OF GRAND LAKE</b>		BUYER(S) PRINTED NAME(S)	
DATE OF SALE <b>02/15/2023</b>		MANUFACTURER'S SUGGESTED RETAIL PRICE (NEW VEHICLES ONLY) <b>\$ 47570.00</b>	

ODOMETER DISCLOSURE STATEMENT

FEDERAL LAW REQUIRES THAT YOU STATE THE ODOMETER MILEAGE UPON TRANSFER OF OWNERSHIP, FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

THE ABOVE NAMED DEALER STATES THAT THE ODOMETER NOW READS (NO TENTHS OF MILES): **24** AND:

- THE ODOMETER READING IS THE ACTUAL MILEAGE OF THE VEHICLE.
- THE MILEAGE STATED IS IN EXCESS OF ITS MECHANICAL LIMITS
- THE ODOMETER READING IS NOT THE ACTUAL MILEAGE- WARNING - ODOMETER DISCREPANCY

DEALER AFFIRMS, UNDER PENALTY OF PERJURY, THAT THE ABOVE FACTS ARE TRUE AND CORRECT TO THE BEST OF THEIR KNOWLEDGE. BUYER'S SIGNATURE BELOW ACKNOWLEDGES TRANSFER OF OWNERSHIP AND RECEIPT OF ODOMETER STATEMENT		DATE OF STATEMENT <b>02/15/2023</b>
DEALER'S AGENT HAND PRINTED NAME <b>BJ Bergh</b>	DEALER'S AGENT SIGNATURE <b>X</b>	
BUYERS HAND PRINTED NAME (1) <b>David A. Johnson</b>	BUYERS HAND PRINTED NAME (2)	
BUYERS SIGNATURE (1) <b>David A. Johnson</b>	BUYERS SIGNATURE (2) <b>X</b>	
STREET ADDRESS <b>1026 PARK AVE PO BOX 99</b>	CITY <b>GRAND LAKE</b>	STATE <b>CO</b>
AUCTION NAME (when applicable)		ZIP CODE <b>80447</b>
DATE <b>02/15/2023</b>		LICENSE NUMBER

ORIGINAL: WITH TITLE

COPY: BUYER RECORD

COPY: DEALER RECORD



# Grand Lake Board of Trustees

## Stormwater Management Plan RFP

To: Mayor Kudron and Trustees  
From: Kimberly White, Community Development Director  
Date: 2/27/2023  
Re: Request for Proposal (RFP) for Stormwater Management Plan

### Purpose:

For the Board to review the attached draft RFP for an environmental engineering consultant to create a Stormwater Management plan for the western portion of the Grand Lake (see image below).

### Background:

The western side of the Town of Grand Lake is in need of a stormwater management plan to improve the drainage, infiltration, and sediment removal from the stormwater before it reaches Shadow Mountain Reservoir. The Town does not have adequate topographic maps, baseline data, or soil studies to implement stormwater interventions in this area. The snow melt from this area is problematic in the spring, causing standing water, muddy road crossings, and unwanted sediment in the Reservoir. This part of the watershed will be evaluated to determine which design interventions could be possible and most beneficial to decrease sedimentation from the roadways, snowmelt and runoff, and increase infiltration to improve water quality in the Lakes. The consultant would be able to provide the best approach for improving the stormwater from the western side of Town that reaches Shadow Mountain Reservoir and subsequently Grand Lake.



### Analysis:

Town Staff is requesting the approval to advertise the attached RFP to begin the process of gathering qualified consultants to bid on this project.

### Proposed Motion:

I move to approve the publication of the Grand Lake Stormwater Management Plan RFP.

OR

I move to approve the publication of the Grand Lake Stormwater Management Plan RFP with the following conditions \_\_\_\_\_.

OR

I move to deny the publication of the Grand Lake Stormwater Management Plan RFP.

**Request for Proposal**



Town of Grand Lake Town  
Stormwater Management Plan  
Town of Grand Lake 1026 Park Avenue  
Grand Lake, Colorado 80447  
March 2023

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Evaluation and Selection Process .....7  
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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 **5:00 p.m.**, local time (MST), **March 23rd, 2023**, for the **Town of Grand Lake Stormwater Management Plan**. Proposals will be time-stamped by RMEPS upon receipt.

**Proposal Submittals: All bids 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**.

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 February xx, 2023. TOWN OF GRAND LAKE, COLORADO



## Project Purpose and General Background

### Purpose

The Town of Grand Lake “Town” is accepting proposals for a Stormwater Management Plan for the west side of Town, the purpose of which is to improve the quality of water reaching our adjacent lakes. Stormwater solutions that involve natural resource management interventions are preferred. Soil boring, percolation tests, topography, water quality, and data collection of existing runoff conditions for full comprehension of stormwater interventions to be required throughout the site.

### General Information

The area of interest for this project is shown in figure 1 and is further described here. The water from the Little Columbine Creek flows from north of Town, across wetlands, through private ponds, along highway 34, through culverts into the north side of the Grand Lake Estates HOA marina. This water has been impacted by the East Troublesome fire and along with other factors, is contributing to the sediment deposits in Shadow Mountain Reservoir. Additionally, runoff from the Woodpecker Hill area flows steeply down the face of the hill, and along Park Avenue, through a very flat area of Town via roadside ditches and culverts, which eventually drain into the east side of Grand Lake Estates HOA marina, which is Shadow Mountain Reservoir.



Figure 1- Geographic Area

Successful proposals will balance the following design principles with cost-effective stormwater management solutions that meet required stormwater standards:

- Emphasize low impact development (LID) techniques that seek to mimic the natural hydrologic processes of the site and are context sensitive. Try to maximize treatment of stormwater on-site.
- Promote stormwater management practices that maintain predevelopment hydrology through site design, site development, building design and landscape design techniques that infiltrate, filter, store, evaporate and detain stormwater close to its source.
- Promote public safety from: contaminants in the reservoir; reduce public expenditures in removing sediment from stormwater drainage systems and natural resource areas.



### Scope of Work

The selected consultant will be expected to provide a full range of planning and engineering services in order to meet the goals of the Town listed above. This scope of services will include, but not be limited to the following:

- **Communication** – The chosen consultant shall meet and engage with all necessary Town and Three Lakes Watershed Association staff (collectively known as “the Team”) in order to fully understand existing infrastructure and determine areas of concern within the Town of Grand Lake.
- **Public engagement** – While much of this planning process will be directed by the knowledge and experience of the Team, planning should never occur without the input of the community. Therefore, some level of public engagement should be considered in this planning process. That input may be garnered from community meetings, community surveys, or other means deemed appropriate by the planning team. The consultant shall address how they intend to engage the public in their proposal. This proposed public involvement plan will be reviewed and approved during the negotiation of a final contract.
- **Mapping** – The Town of Grand Lake has very limited mapping resources. The chosen consultant shall provide adequate mapping and GIS data sets for hydrologic analysis of existing drainage ways, including topography of the area. Additional on the ground analysis may be necessary to fully map and analyze all current infrastructure and drainage ways, including facilities on private property.
- **Data Collection** – It is vital that there is baseline water quality data collected prior to implementing any stormwater solutions. This data will be used to quantify the effects of these strategies on the local watershed. Some of the required parameters to be collected will be total suspended solids, bacteria count/identification, dissolved oxygen, pH, temperature, and clarity. Other parameters can be suggested by the consultant. The Team will require soil bore collection and analysis, topography, and other parameters necessary to make decisions on the feasibility of low impact development solutions and other best management practices.
- **Monitoring** – The chosen consultant shall recommend locations and quantities of monitoring equipment necessary to provide ongoing water quality data upstream and downstream of proposed stormwater solutions. The data collected shall be analyzed and compiled in a final report illustrating any effects of the stormwater interventions on water quality, such as nutrient loading or reductions.
- **Design solutions** – The chosen consultant will be able to use the data collected from the soil boring and topography to recommend solutions to improve stormwater quality before reaching the Shadow Mountain Reservoir. The consultant will look at the feasibility of low impact development solutions before settling on more engineered solutions. They will be able to evaluate water quality and develop a preliminary Stormwater Management Plan.
- **Reporting** – The consultant team should provide a 50% review copy to Town staff and a 75% draft plan for public comment. The final report shall fully address all items listed in this SOW as well as feedback received from both Town staff and public comment.
- **Inventory and Analysis of Existing Infrastructure** – The consultant will create a comprehensive evaluation of the existing facilities related to stormwater runoff.
- **Sustainability** – The Town’s goals are to implement low impact design solutions and integrated management practices that serve the stormwater needs of the Town while improving quality of life, and lowering the impacts on Town resources and the surrounding environment. The chosen consultant will be able to work within these goals as the hydrogeomorphology allows.
- **Maintenance** – The consultant shall provide a summary of maintenance items to be frequently addressed in order to maintain the functionality of the recommended design solutions.
- **Funding Options**– The consultant shall provide a summary of the available grants and loan options from various agencies for recommended design solutions and associated BMPs.

## Tasks

### Task 1 Inventory:

- Baseline data collection of site and project area
- Meeting with Team

### Task 1 Deliverables:

- Pre-Construction Water Quality Report
- Topographic map -GIS
- Soils report
- Monthly invoices and supporting written progress reports
- Progress meeting minutes
- Schedule updates

### Task 2 Analysis:

- Analyze existing stormwater system
- Evaluate water quality needs
- Evaluate monitoring locations and needs
- Develop proposed stormwater solutions
- Develop public outreach plan

### Task 2 Deliverables:

- Graphics/maps illustrating existing conditions
- Water quality needs report
- Propose Monitoring locations and needs
- Report and map of proposed stormwater solutions and locations
- Public outreach plan

### Task 3 Stormwater Management Plan Preliminary Design

The work performed under this task will be to develop a Stormwater Management Plan for the project area:

- Develop preliminary Stormwater Management Plan
- Develop preliminary Stormwater Management Construction Documents including plans, details, specifications, quantities, and costs.
- Develop preliminary Stormwater Management Plan Report
- Create proposed plan presentation

### Task 3 Deliverables:

- Preliminary Stormwater Management Plan
- Preliminary Stormwater Management Report
- Preliminary Construction Documents
- Present proposed plan for a public meeting

### Task 4 Stormwater Management Plan Final Design

The work performed under this task will be to finalize stormwater management plans for the project area:

- Address preliminary design comments from Team and public

- Finalize Stormwater Management Plan
- Finalize Stormwater Management Construction Documents including plans, details, specifications, quantities, and costs.
- Finalize Stormwater Management Report
- Develop Operations and Maintenance plan

Task 3 Deliverables:

- Final Stormwater Management Plans
- Final Stormwater Management Report
- Final Construction Documents
- Final Operations and Maintenance Manual
- Available Funding Options

### **Codes and Code Compliance**

The awardee is required to comply with the Town of Grand Lake approved codes. Code review and compliance is subject to Town procedures and protocols.

**Submittal and Evaluation Criteria**

All submitted Proposals shall be signed by the Bidder and must include the Bidder’s contact name, business name, address and telephone number. Proposals by partnerships must be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representative. A complete list of partners must be included with the proposal. Proposals by a corporation must be signed in the official corporate name, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation, and shall display the corporate seal. Corporations must designate the state in which they are incorporated, the address of their principal office, and the name and address of their agent for service of process. All Proposals must be submitted electronically using the portal at <https://www.bidnetdirect.com/townofgrandlake> .

Please Note: Addenda may be issued for this RFP 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.

In order to simplify the review process and obtain the maximum degree of comparability, the proposal must follow the outline described below, and at a minimum, contain the required information. Respondents are encouraged to include additional relevant information. **Respondents must also include a signature page with company name, address, phone number, contact name, 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
- 3. Experience working with similar-sized municipalities

Qualifications

- 1. Key project staff and resumes (if applicable)
- 2. Company resources

Fees

The proposal shall include a fee proposal with the following information in a **separate file**:

- 1. A not-to-exceed fee
- 2. A subtotal of man-hours and fees
- 3. All anticipated expense items (listed individually)
- 4. An hourly rate fee schedule

### Evaluation and Selection Process

The Town of Grand Lake will review all proposals submitted based on qualifications and product availability. 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. The following are the evaluation criteria the Town will consider in determining which proposal is most advantageous to the Town:

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

1. Project Understanding and Approach – Successful proposers will demonstrate an understanding of the magnitude of the task, the constraints, and desired outcomes for the project.
2. Similar Experience – Successful proposers will have experience completing similar projects which should be demonstrated by providing a description of 2 installations that best match the scope and desired outcomes for this project. Each example should highlight similarities to the proposed Grand Lake project with a reference and contact information.
3. Project Personnel – Successful proposers will provide information on personnel to be assigned to this project. Personnel should have experience from similar projects and/or in fields necessary to complete the proposed scope of work.
4. Cost – Provide a detailed cost proposal in a SEPARATE FILE. The cost proposal should be based on the tasks and products described in the above Scope of Work. Once all proposals have been evaluated, scored, and shortlist compiled, the Town will open the cost proposals of the shortlist firms. Costs will be considered as part of the final selection process.

\*The Town reserves the right to interview Consultants submitting proposals in response to the RFP, should it be in the best interests to do so.

**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.**

**Selection and Performance Schedule**

Following is a proposed schedule of events for the RFP process:

Advertisement/RFP Document Available	March 1 <sup>st</sup> , 2023
Questions Due	March 10 <sup>th</sup> at 5:00pm
Final Addendum (if needed)	March 16 <sup>th</sup> , 2023
RFP Submittal Due	March 30 <sup>th</sup> at 5:00pm
Submittal Screening	April 3 <sup>rd</sup> , 2023
Selection of Awardee/Negotiation of Contract	April 11 <sup>th</sup> , 2023

**Timetable and Progress**

The final schedule for adoption will be determined during the negotiation of the professional services agreement, but in no case shall the time table provided for completion of all components of the work program exceed twelve (12) months from the date of execution of the contract.

**Agreement For Professional Services**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (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 \_\_\_\_\_, Consultant with a principal place of business at \_\_\_\_\_ ("Consultant") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

WHEREAS, Consultant 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. Consultant 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 General Requirements of the Request for Proposal, attached hereto and incorporated herein by this reference and known as: **Stormwater Management Plan.**

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Consultant proceeds without such written authorization, Consultant 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 Consultant 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 Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant 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 Consultant, the Town shall pay Consultant \$\_\_\_\_\_. This amount shall include all fees, costs and expenses incurred by Consultant, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Consultant may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

**IV. PROFESSIONAL RESPONSIBILITY**

A. Consultant 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 Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Consultant 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 Consultant for its professional expertise, Consultant agrees not to employ subcontractors to perform any work except as expressly set forth in the Scope of Services.

D. Consultant 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 Consultant shall be exclusively owned by the Town. Consultant 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," Consultant 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 Consultant.

**VI. CONSULTANT**



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

is a Town employee for any purposes.

**VII. INSURANCE**

A. Consultant 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 Consultant pursuant to this Agreement. At a minimum, Consultant 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 Consultants 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 Consultants shall be excess and not contributory insurance to that provided by Consultant. Consultant shall be solely responsible for any deductible losses under any policy.

C. Consultant 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. Consultant 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 Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant, or which arise out of a worker's compensation claim of any employee of Consultant or of any employee of any subcontractor of Consultant. Consultant'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 Consultant, any subcontractor of

Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor of Consultant.

B. If Consultant is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Consultant's obligation to indemnify and hold harmless the Town may be determined only after Consultant's 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, Consultant 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 Consultant 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. Consultant 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 Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. If Consultant has employees, Consultant 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. Consultant 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 Consultant 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, Consultant shall: notify the subcontractor and the Town within 3 days that Consultant 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 Consultant 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. Consultant 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 Consultant is complying with the terms of this Agreement.

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

L. Force Majeure. No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, storms, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**TOWN OF GRAND LAKE, COLORADO**

\_\_\_\_\_  
Stephen Kudron, Mayor

ATTEST:

\_\_\_\_\_  
Alayna Carrell, Town Clerk

**CONSULTANT**

By: \_\_\_\_\_

STATE OF COLORADO )

) ss.

COUNTY OF \_\_\_\_\_)

The foregoing instrument was subscribed, sworn to and acknowledged before me this day of \_\_\_\_\_, 2023, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_

My commission expires:

( S E A L )

\_\_\_\_\_

Notary Public



**NO EMPLOYEE AFFIDAVIT**

*[To be completed only if Consultant 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 Consultant's citizenship/lawful presence and identity.*

OR

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

*Consultant 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 Consultant participates in the Department of Labor Lawful Presence Verification Program]

I, \_\_\_\_\_, as a public Consultant 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 \_\_\_\_\_, 2023, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

My commission expires:

(SEAL)  
\_\_\_\_\_

Notary Public



1026 Park Ave · PO Box 99  
Grand Lake, CO 80447  
970-627-3435  
www.townofgrandlake.com

To: Mayor Kudron and the Grand Lake Board of Trustees  
From: John Crone, Town Manager  
Re: Employment Contract with Town Manager  
Date: February 27, 2023

**Background**

The Town Manager’s employment contract is determined on an annual basis. Due to time constraints in approving a new contract for 2023, the Board and the Town Manager signed an extension of the contract in December 2022 that expires on February 28, 2023.

The Town Manager has requested that the parties enter into a contract that is substantially the same as the 2023 contract with an increased annual pay rate of \$130,000.

**Motion**

If the Board wishes to enter into an employment contract with John Crone for 2023, it may do so by adopting the following motion:

*I move to instruct the Mayor to execute the employment contract with John F. Crone for the position of Town Manager at an annual pay rate of One Hundred and Thirty Thousand dollars (\$130,000).*

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into as of this 27th day of February 2023, by and between the Town Board of Trustees of the Town of Grand Lake, State of Colorado, a municipal corporation (hereinafter “Town”), John F. Crone (hereinafter “Manager”), both of whom understand as follows:

WITNESSETH:

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

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

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

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

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

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

Section 1. – Duties.

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

Section 2. – Term.

- A. The term of this agreement shall be for a period commencing on the January 1, 2023 and terminating on the December 31, 2023 subject to annual appropriation. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Town Board of Trustees to terminate the services of Manager at any time, subject only to the provisions set forth in Section 3, Paragraphs A, B, and C of this agreement.
- B. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of Manager to resign at any time from his/her position with the Town, subject only to the provision set forth in Section 3, Paragraph C, of this agreement.
- C. Manager agrees to remain in the employee of the Town and neither to accept, nor to become employed by any other employer without Board approval until termination of Manager, pursuant to Section 3. The term “employed” shall not be construed to include occasional teaching, writing, or consulting performed on Manager’s time off.

Section 3. – Termination and Severance Pay.

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

Section 4. – Salary.

- A. For the period beginning January 1, 2023, and ending December 31, 2023, Manager shall be paid a salary of \$130,000.00 for his/her services payable in installments at the same time as other employees of the Town are paid.
- B. In addition, Town agrees to modify said base salary and/or other benefits of Manager in such amounts and to such an extent as the Town Board of Trustees may determine that it is desirable to do so on the basis of any annual salary review and performance evaluation of said Manager made at the same time as similar consideration is given other employees generally, and with due consideration for budgetary constraints.
- C. The parties recognize that this employment agreement is subject to annual appropriation and is therefore not a multiple fiscal year financial obligation of the Town subject to the limitations contained in Article X, Section 20(5)(b), Colorado Constitution.

Section 5. – Hours of Work.

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

Section 6. – Dues and Subscriptions.

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

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

Section 7. – Professional Development.

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

Section 8. – General Expenses.

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

Section 9. – Vacation.

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

Section 10. - Compensatory Time.

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

Section 11. – Miscellaneous Benefits.

- A. The Manager shall have access to a Town automobile for Town business as permitted in the Employee Handbook. Should a Town vehicle be unavailable or the Manager elect to not utilize the Town vehicle for Town business, the Manager shall be reimbursed for use of his personal vehicle for Town business at the rate of \$0.65 per mile. The Manager shall not have access to a Town vehicle for personal use.
- B. The Town agrees to provide Manager a cell phone at Town expense.

Section 12. – Other Terms and Conditions of Employment.

- A. The Town Board of Trustees shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the Ordinances of the Town, or any other law.
- B. All provisions of the Town Code, and regulations and rules of Town relating to vacations and sick leave, retirement and pension system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended also shall apply to Manager as they would to other employees of the Town, unless specifically superseded by the terms of this agreement.

- C. The Board of Trustees shall conduct an annual performance evaluation with the Manager. The evaluation shall be based on mutually agreed performance indicators and standards that reflect the specific job duties of the position. The purpose of the evaluation shall be:
  - 1. To determine goals for the next twelve months;
  - 2. To review the performance of the Manager based on the previously agreed job indicators;
  - 3. To use as one basis for determining the compensation of the Manager for the succeeding year.
- D. The Parties acknowledge and agree Section 2-7-1 of the Grand Lake Municipal Code requires the Manager to reside within the Town during his tenure. The Parties acknowledge and agree the Manager has made substantial steps in fulfilling this requirement, including purchasing real property within the Town to construct a residence, however, due to circumstances beyond the Parties control, including, but not limited to supply chain issues, COVID-19 pandemic, and shortage of contractors due massive wildfires, the Manager has not been able reside within the Town. The Parties therefore agree to suspend the residency provision of the Code until at least December 31, 2023.

Section 13. – General Provisions.

- A. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Manager.
- B. This Agreement shall be binding upon the signing by both parties and shall take effect January 1, 2023.
- C. Except as expressly provided to the contrary in the agreement, the manager is subject to the personnel guidelines of the Town of Grand Lake.
- D. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.

FOR THE MANAGER:  
BY:

FOR THE TOWN OF GRAND LAKE  
BY:

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

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