

**TOWN OF GRAND LAKE
RESOLUTION NO. __-2022**

**A RESOLUTION WAIVING THE REQUIREMENTS OF MUNICIPAL CODE
SECTION 12-10-1, *AFFORDABLE HOUSING FEES*, FOR ROCKY MOUNTAIN
REPERTORY THEATRE'S NEW EMPLOYEE RESIDENCE TO BE LOCATED AT
LOTS 9-11, BLOCK 19, TOWN OF GRAND LAKE**

WHEREAS, According to Municipal Code Chapter 12-2-1-3, the Town Board of Trustees may waive the provisions of the Affordable Housing Fee; and

WHEREAS, the Town and Rocky Mountain Repertory Theatre have entered into an Agreement (attached as Exhibit A).

NOW THEREFORE BE IT RESOLVED BY THE GRAND LAKE BOARD OF TRUSTEES AS FOLLOWS:

PART 1. The Board of Trustees hereby agrees to waive the requirements set forth in Municipal Code Section 12-10-1, *Affordable Housing Fees*, in accordance with the terms and conditions outlined in the attached fee waiver Agreement.

DULY MOVED, SECONDED, AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE THIS ____ DAY OF _____, 2022.

(S E A L)

Votes Approving:

Votes Opposed:

Absent:

Abstained:

ATTEST:

**BOARD OF TRUSTEES OF THE
TOWN OF GRAND LAKE, COLORADO**

Jenn Thompson
Town Clerk

By:_____
Steve Kudron
Mayor

**EXHIBIT
A**

**AGREEMENT BETWEEN THE TOWN OF GRAND LAKE, COLORADO AND THE ROCKY MOUNTAIN
REPERTORY THEATRE**

THIS AGREEMENT ("Agreement") is entered into as of the ____ of _____, 2022 by and between the Town of Grand Lake, Colorado (the "Town"), a municipality incorporated under the Laws of the State of Colorado, and the Rocky Mountain Repertory Theatre ("RMRT"), a not-for-profit corporation, incorporated under the laws of the State of Colorado.

WHEREAS, RMRT has been in existence and has provided housing for its employees in Grand Lake, Colorado, from May, 1968 to the present; and

WHEREAS, during this period, RMRT has produced and presented summer theater and other programs in the Town's Community Center and other facilities in Grand Lake, Colorado; and

WHEREAS, RMRT constructed a new theater to be used for theatrical and other productions of RMRT, its affiliates and designees, which is located on the parcel of real property described as follows: Block 12, Lots 6-8, Town of Grand Lake a/k/a 404 Vine Street ("the Theater"); and

WHEREAS, before construction of the Theater, the Town had provided space and facilities to RMRT to enable RMRT to continue to provide its programs; and

WHEREAS, the construction of the Theater had freed Town space previously used by RMRT, and the construction of the Theater has been a benefit to the Town in terms of both freeing up such space for the Town's use and allowing continuation of RMRT's significant cultural and commercial contributions to the Town; and

WHEREAS, RMRT owns, operates and maintains affordable housing in Grand Lake for approximately thirty (30) of its summer program employees at the Betty Dick Off Broadway Cabins at 450 Broadway (the "Off Broadway Cabins") and RMRT Riverside Cabins at 262 and 268 North Inlet (the "Riverside Cabins"), and also provides donated and rented housing, the cost of which is budgeted in RMRT's operating fund each year, such owned, donated and rented housing is collectively referred to as the "Employee Housing"; and

WHEREAS, RMRT believes that the availability of affordable housing is necessary and essential in order to attract and retain talented employees and, therefore, it intends to continue to provide the Employee Housing for such employees; and

WHEREAS, pursuant to Grand Lake Municipal Code ("Code") Section 12-10-1(1), the Town has adopted an Affordable Housing Fee (the "Fee") to mitigate the housing need impact of new development and, pursuant to Code Section 12-10-2(2), the Town may offset and alternatively satisfy the Fee by entering into an agreement with a project developer to provide mitigation of such impact; and

WHEREAS, the parties recognize that RMRT's summer program activities have a limited impact on local housing needs due to the relatively small number of its summer program employees, the currently owned and operated Employee Housing, the limited duration of the summer program, and the expectation that the construction of the Theater is not expected to create any additional housing needs; and

WHEREAS, the Town and RMRT entered into an agreement dated March 8, 2010 (the "Theater Agreement") pursuant to which the Town, with the adoption of Town of Grand Lake Resolution No. 9- 2010, waived any Fee that might be applicable to the construction of the Theater in consideration for RMRT's commitment to continue to make

the Employee Housing available for use by its summer program

EXHIBIT A

employees for a period of fifteen (15) years from the date of the Theater Agreement the "Effective Date"); and

WHEREAS, pursuant to its commitment to continue to provide Employee Housing for use by its summer program employees under the Theater Agreement, RMRT constructed an employee residence of approximately 3120 square feet, with approximately 80 square feet of exterior decking, on the property where the Off Broadway Cabins are located, more specifically at Block 19, Lots 9-12, Town of Grand Lake a/k/a 709 Lake Avenue (the "Employee Residence"); and

WHEREAS, RMRT submitted plans to remove a substantial portion of the existing cabins at the Off Broadway Cabins and replacing them with updated dormitory style Employee Housing to provide substantially the same or improved Employee Housing (the "Plans"); and

WHEREAS, the Planning Commission and the Board of Trustees reviewed the Plans and approved the same as being consistent with RMRT's dedication to Employee Housing; and

WHEREAS, in consideration for RMRT's acknowledgement and agreement that the Employee Residence will be considered part of the Employee Housing and will be subject to the representations and commitments of RMRT as provided in the Theater Agreement, the Town is willing to enter into this agreement to waive the Fee as it would otherwise apply to the construction of the Employee Residence.

NOW, THEREFORE, the parties agree as follows:

I. The Board of Trustees of the Town of Grand Lake has determined that the Fee that would otherwise be owed by RMRT to the Town in connection with the construction of the Employee Residence, specifically those at the Off Broadway Cabins, pursuant to applicable provisions of the Town Code will be waived. Such waiver is in recognition of the reasons stated in the Theater Agreement and is subject to the terms and provisions provided herein.

2. In consideration of the Town's waiver of the Fee, RMRT hereby agrees that the Employee Residence will, for all purposes under the Theater Agreement, be deemed part of the Employee Housing and will be subject to the representations, commitments and agreements of RMRT contained in the Theater Agreement with respect to the Employee Housing, including, without limitation, RMRT's agreement that RMRT will continue to make the Employee Housing (including, without limitation, the Employee Residence) available for use by its summer program for a period of fifteen (15) years from the Effective Date.

3. This Agreement, along with the Theatre Agreement, contain the entire agreement of the parties relating to the subject matter hereof and incorporates, merges and supersedes any and all contemporaneous and prior oral or written agreements, discussions, representations or understandings relating thereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

ROCKY MOUNTAIN REPERTORY THEATRE

**BOARD OF TRUSTEES OF THE
TOWN OF GRAND LAKE, COLORADO**

By: _____
Name: _____
Title: _____

By: _____
Steve Kudron
Mayor